

General Terms and Conditions of Sale (Version: 07/2025)

1. **Scope**
 - 1.1 Our General Terms and Conditions of Sale apply exclusively; we do not recognise conflicting or deviating terms and conditions of the Buyer, unless we have expressly agreed to their validity in writing. Our General Terms and Conditions of Sale shall also apply if we deliver to the Buyer without reservation in the knowledge of conflicting or deviating terms and conditions of the Buyer.
 - 1.2 Our General Terms and Conditions of Sale also apply to all future transactions with the Buyer. All contracts shall enter into effect at the latest when the delivery is executed.
 - 1.3 These General Terms and Conditions of Sale do not apply to consumers within the meaning of Section 13 of the German Civil Code (BGB).
2. **Conclusion of Contract; Confidentiality**
 - 2.1 If the order is to be qualified as an offer in accordance with Section 145 BGB, we may accept it within two weeks.
 - 2.2 Our employees are not authorised to make verbal or written agreements that deviate from this contract or to make further binding commitments.
 - 2.3 We retain proprietary rights and copyrights to calculations and other documents; they may not be made accessible to third parties. Insofar as we provide or disclose information to the customer on request about the nature and composition of the feed, the customer is obliged to treat this information as our trade secret and not to make it accessible to third parties. If the customer is obliged to disclose the information due to legal regulations or court or official order, we must be informed in advance and the disclosure must be limited to the extent strictly necessary.
3. **Prices and Payment**
 - 3.1 Unless otherwise agreed, our prices include free shipping.
 - 3.2 If individual cost items increase after the conclusion of the contract for reasons beyond our control (in particular, but not limited to energy prices as well as taxes, duties and fees), the Parties undertake to negotiate an appropriate price adjustment.
 - 3.3 The statutory value-added tax is not included in our prices; it is shown separately in the invoice at the statutory amount.
 - 3.4 Unless otherwise stated in the order confirmation, the purchase price is due with the delivery of our goods without any deduction.
 - 3.5 If the Buyer grants us a SEPA direct debit mandate, the deadline for receipt of the required prior information (pre-notification) is one (1) day before the due date of the respective amount to be collected.
 - 3.6 The Buyer shall only be entitled to offsetting and retention rights if their counterclaims are legally established, undisputed or acknowledged by us. This limitation does not apply to claims of the Buyer due to defects resulting from the same contractual relationship as our claim.
 - 3.7 Invoices/account statements are deemed to be accepted unless we have opposed to them in writing within one month of the invoice date. The date of receipt is decisive for adherence to the deadline. Invoices/account statements are expressly referred to in this regulation.
 - 3.8 If payment of our claims is endangered due to legitimate doubts about the solvency of the Buyer – in particular due to arrears or in the event of seizures of existing claims of the Buyer by third parties – we may revoke the payment terms granted, subject to further claims, and immediately declare our accounts receivable due. Agreed current account relationships may be terminated with immediate effect. In addition, we can make deliveries dependent on advance payment or security deposits. If the Buyer does not comply with the request for advance payment or a security deposit, we are entitled to withdraw from the contract. In the case of long-term delivery contracts, we are entitled to terminate the contract in its entirety in this case. Other termination and withdrawal rights shall remain unaffected.
4. **Delivery**
 - 4.1 Delivery shall include free shipping, unless otherwise agreed. The risk of accidental loss or deterioration shall pass to the Buyer at the latest upon handover to the Buyer. The statutory regulations governing the transfer of risk in the event of a delay in acceptance remain unaffected.
 - 4.2 Our liability for compensation due to delay damages (damages in addition to performance) in the case of delay due to simple negligence is limited to a total of 5% of the part of the total delivery that cannot be used in time or not properly used as a result of the delay. This does not apply in the cases regulated under section 8.3.
 - 4.3 We reserve the right to deviations from the ordered quantities within the scope of the typical tolerances (±5%). The weight determined by us is decisive. We supply goods in commercially available, healthy and unspoiled quality. We are entitled to change the composition of our goods, even without notifying the Buyer, insofar as the change is reasonable for the Buyer, taking into account mutual interests. This presupposes, in particular, that the value-determining factors of our goods remain unaffected. We provide specifications in connection with the delivery of our goods to the best of our knowledge on the basis of our knowledge and experience. All information in connection with each individual delivery is non-binding and does not release the Buyer from carrying out their own checks, tests and trials. The Buyer is responsible for compliance with legal and official regulations when using our goods.
 - 4.4 Compliance with delivery and completion dates presupposes the timely and proper fulfilment of the obligations of the Buyer. The delivery period shall not begin before the Buyer has provided any documents, approvals, releases or before receipt of an agreed down payment or advance payment.
 - 4.5 War, strike, lockouts, raw material and energy shortages, operational and traffic disruptions, orders from higher authorities, legislative or administrative measures as well as all cases of force majeure - including for our suppliers - which hinder the performance of our delivery obligations, release us from the obligation to deliver for the duration of the disruption and to the extent of its effects and to extend the delivery period appropriately. If such events last for more than two months, they entitle each of the Parties to withdraw from the contract without the Buyer being entitled to compensation.
 - 4.6 If our order cannot be fulfilled because we are unable to receive deliveries from our suppliers through no fault of our own, even though we have arranged congruent coverage with the supplier prior to concluding the contract with the Buyer, we are entitled to withdraw from the contract. In this case, we will immediately inform the Buyer that the ordered goods are not available and immediately refund any services already ordered.
5. **Special Provisions for Contracts for Delivery Call-off**

If a delivery call-off is agreed within the scope of our contracts, delivery shall be made free of charge as a call-off in equal monthly instalments. The Buyer must declare the call-off of the monthly quantities by the end of the respective month, whereby delivery shall take place within one week of call-off. If the Buyer does not meet the call-off obligation within the time limit, we are entitled to set the Buyer a grace period of two business days for the call-off. After expiry of the period without result, the claim to delivery of the relevant partial quantity expires and we are entitled to claim damages for non-performance or reimbursement of expenses under the legal conditions. If the Buyer fails to meet their call-off obligation again in another month despite a warning issued after the first violation, we shall be entitled to terminate the entire contract with immediate effect with regard to all quantities outstanding up to the end of the term for good cause. Further claims shall remain unaffected.

If the contract quantity actually called off in the first half of the contract term (actual quantity) falls short of the contract quantity agreed for this period (target quantity), we shall be entitled (but not obliged) to reduce the target quantity agreed for the remaining contract term to the quantity corresponding to the actual quantity called off until then. The contract quantity shall be adjusted by written notification to the Buyer immediately after half the contract term has elapsed. The reduced target quantity must continue to be called off in the same monthly instalments.

If, on the basis of a delivery period of one week after the call-off, the delivery date for the last instalment called off no longer falls within the term of the contract and a new contract already exists between us and the Buyer for the subsequent period, we shall be entitled to settle the relevant instalment at the price agreed in the context of the new contract. If there is no new contract for the subsequent period, the Parties shall agree on an individual price agreement based on the delivery date for the relevant instalment, taking into account the development of market prices.
6. **Duty to Cooperate**

If we oversee transportation, the Buyer must ensure suitable and safe access and sufficient unloading space at the agreed delivery location. In particular, the Buyer must ensure that the access route can withstand the weight of the loaded delivery vehicle of approximately 40 tonnes. Should there be any doubt, the Buyer must inform us in good time and specify an alternative access option or an alternative unloading place. If the customer does not properly meet their cooperation obligations, they shall be liable to us for all damages resulting therefrom, unless they are not responsible for the breach of duty.
7. **Warranty**
 - 7.1 The warranty rights of the Buyer require that the Buyer properly inspects the delivered goods for defects in accordance with the statutory regulations set out in Section 377 of the Commercial Code (HGB) and immediately reports any defects. The notification of defects must be made in writing. The delivery item, even if it has minor defects, is to be accepted by the Buyer without prejudice to their further rights.
 - 7.2 Insofar as there is a defect concerning the purchased item or services performed, we are entitled and obliged to make subsequent deliveries or rectification at our discretion. In all other respects, the statutory warranty rights apply under the proviso that claims for damages and reimbursement of expenses only exist under the conditions set out in section 8.
 - 7.3 We shall not be liable for the suitability of the delivery for a purpose envisaged by the Buyer, if this is neither agreed upon in the contract nor corresponds to the contractually defined use or typical use. Unless expressly agreed otherwise, the suitability of the goods for the production of GMO-free products within the meaning of Regulations (EC) No. 1829/2003 and 1830/2003 is not warranted.
 - 7.4 In the event of complaints regarding cereals and feed, the Buyer must immediately remove at least 5 kg as a sample upon request or have it taken by a sworn sampler commissioned by us and make it available to us for checking. If the Buyer is an entrepreneur, the sampling must be carried out by the Buyer in accordance with the sampling conditions set out in Annexes II and III of the Uniform Conditions in the German
- Grain Trade, which shall be made available to the Buyer upon request. We are entitled to be present at the sampling or to be represented. The samples must be tested at an accredited/certified analytical institute according to DIN EN ISO 17025/2000 or comparable standards. We do not accept any other test results with regard to undesirable substances/contaminants. Both Parties have the right to have a follow-up analysis carried out immediately after receipt of the certificate for the initial analysis and to notify the other Party. If the analyses deviate from one another, either Party is entitled to immediately request a 3rd analysis after provision of the 2nd analysis. In this case, the mean result of the analyses that most closely resemble one another shall be decisive. In the case of official checks of goods delivered by us, we must be given the possibility of a counter-check in each instance, with immediate notification and provision of original counter-samples.
- 7.5 As we are not the producer of the delivery item, but purchase the goods from a supplier, we are entitled to assign our own warranty claims against this supplier to the Buyer. The Buyer shall accept our assignment. The Buyer is obliged to first assert and enforce the warranty claims assigned to them in writing to the supplier out of court. Until then, the Buyer is prevented from asserting their respective claims against us within the scope of the assigned warranty claims. Our subordinate liability shall only exist if the Buyer has been unsuccessful with the out-of-court enforcement of the warranty claims against the supplier. During the period of enforcement of these warranty claims against the supplier, the statute of limitations shall not apply to us. The limitation to subordinate liability does not apply to claims for damages by the Buyer due to an intentional or grossly negligent breach of duty or due to injury to body, health or life.
- 7.6 Claims due to defects shall become time-barred after the expiry of one year from the delivery of the goods. In the event of intent or gross negligence or in the event of culpable injury to body, health or life, the statutory warranty period shall apply by way of derogation.
8. **Liability**
 - 8.1 Claims for damages are excluded unless they are based on gross negligence or intent on the part of ourselves, our legal representatives or our vicarious agents or on the violation of essential contractual obligations. Essential contractual obligations include those which facilitate the fulfilment of the contract and upon whose compliance the Contractual Party regularly trusts and may trust. If we are not accused of intent, however, our liability is limited to the foreseeable damage typical for the contract. The limitation of liability shall similarly apply if the Buyer demands reimbursement of futile expenses instead of a claim for damages.
 - 8.2 Liability for violations of the labelling obligation according to Regulations (EC) No. 1829/2003 and 1830/2003 is excluded, unless we, our legal representatives or vicarious agents are guilty of intent or gross negligence.
 - 8.3 The above limitations of liability do not apply in the event of culpable injury to body, life and health. The mandatory liability according to the Product Liability Act as well as any liability based on Section 24 of the Food and Feed Code (LFGB) shall also remain unaffected.
9. **Retention of Title**
 - 9.1 We reserve ownership of the delivery item until receipt of all payments due to us from the present and future business relationship with the Buyer. In the event of a breach of conduct by the Buyer, in particular in the event of delay in payment, we shall be entitled to withdraw from the contract and to take back the purchased item.
 - 9.2 The Buyer is obliged to treat the delivery item with care. In particular, they are obliged to insure this sufficiently at the new value at their own expense against fire, water and theft damage, unless it is intended for immediate consumption.
 - 9.3 The Buyer must inform us immediately in writing of any seizures or other interventions by third parties. If the third party is not able to reimburse us for the judicial and extrajudicial costs in defence of our rights, the Buyer is liable for the loss incurred by us.
 - 9.4 The Buyer is entitled to resell the delivery item in the ordinary course of business. However, they now assign to us all claims in the amount of the final invoice amount including statutory value added tax that accrues from the resale to their customers or third parties, irrespective of whether the delivery item has been resold with or without processing. The Buyer remains authorised to collect these claims even after the transfer. This does not affect our right to collect the claim ourselves. However, we undertake not to collect the claim as long as the Buyer fulfils their payment obligations to us, is not in default of payment and, in particular, no application for the opening of insolvency or settlement proceedings has been filed or payment has been suspended. If this is the case, however, we can demand that the Buyer inform us of the assigned claims and their debtors, provide all information necessary for collection, hand over the corresponding documents and notify the debtors of the transfer.
 - 9.5 The processing of the delivery item by the Buyer is always carried out for us. If the delivery item is processed or mixed with other items that do not belong to us, we shall acquire co-ownership of the new item in proportion to the value of the delivery item to the other items processed or mixed with it at the time of processing or mixing. The same applies to the item resulting from processing or mixing as to the item delivered under reservation.
 - 9.6 If the delivered item is fed to animals, regardless of whether it is processed, mixed or in the condition delivered by us, we shall acquire co-ownership of the animals in the ratio of the value of the delivered item to the sales price of the respective animal in force at the time of feeding. If the mixing, processing or feeding is carried out in such a way that the Buyer's item is to be regarded as the main item, it is deemed to be agreed that the Buyer shall transfer co-ownership of the item to us in the ratio specified in sentence 1. The Buyer shall keep the co-ownership thus created for us. This expressly also applies to the feeding of the goods delivered by us to animals in relation to these. The above rules also apply in the event that the animals fed with the delivered item are slaughtered, frozen or otherwise processed. In all cases, the Buyer shall be deemed to be the depositary.
 - 9.7 We undertake to release the securities to which we are entitled at the request of the Buyer insofar as the value of our securities exceeds the claims to be secured plus interest by more than 20%. We are responsible for selecting the securities to be released. The reference value is the market price; if this is not ascertainable, the purchase price shall be used.
10. **Use as Seed**

Cereals not expressly sold as seed may not be used as seed in the territory of the Federal Republic of Germany. In the event of sale and resale, this must be communicated to the purchaser.
11. **Final Provisions**
 - 11.1 All disputes, arising out of and in connection with the contract concluded between us and the Buyer, shall be decided at our discretion by the arbitration court of the Verein der Getreidehändler der Hamburger Börse e.V. in Hamburg or the ordinary court at our registered office. If the Buyer has their registered office within Germany, the right of choice exists in favour of the ordinary court at our registered office only if the Buyer is a trader, a legal person under public law or special legal assets. If the Buyer requests a decision by the arbitral tribunal, the composition of the arbitral tribunal and the proceedings shall be governed by the rules of the arbitral tribunal. In the event that the Buyer intends to file legal action against us, we undertake, at the Buyer's request, to exercise our right of choice between the ordinary court and the arbitration court in the preliminary proceedings within a reasonable period of time set to us, which must be at least three business days. If we do not respond within the time limit set for us, the right of choice shall pass to the Buyer. The latter must make their choice immediately and inform us in writing.
 - 11.2 Unless otherwise stated in a written agreement, our place of business is the place of performance.
 - 11.3 The entire legal relationship between us and the Buyer shall be governed exclusively by the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods.

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