



General Terms and Conditions of Purchase and Delivery for Soya Beans of BAG Ölmühle BetriebsgmbH (valid as of 01/04/2025)

1. APPLICABILITY

The following General Terms and Conditions of Purchase and Delivery shall apply to all contracts between BAG Ölmühle BetriebsgmbH ("BAG") and a Supplier ("Seller") on delivery of soya beans to BAG.

The Seller fully accepts the General Terms and Conditions as binding for all existing and future purchase contracts. Derogating or supplementary terms and conditions of the Seller or an agent which BAG has not expressly accepted in writing shall not apply and shall not be binding upon BAG, not even if BAG does not expressly object to the same. The contents of the contract shall either be a result of a phone call or email/whatsapp/sms/fax correspondence including the terms and conditions stated above and below. Based on this BAG shall execute a written confirmation of the purchase order. If the Seller fails to countersign the confirmation of the purchase order, this shall have no impact on the validity of the conclusion of the contract in accordance with the confirmation of purchase order / contract. Any oral side agreements or modifications of or amendments to these terms and conditions shall require a written confirmation by BAG. In the case of a conflict between these terms and conditions and special conditions stated in the written confirmation of purchase order the latter shall apply. If any of these regulations are or become ineffective, the remaining contents of the contract shall remain binding. The ineffective regulation shall be replaced by an effective one which comes as close as possible to the commercial result of the ineffective regulation.

2. QUALITY

The Seller declares that the delivered soya beans originate exclusively from seed approved in the EU and comply with European plant variety protection regulations. The soya beans are ripe (cracking, not soft), yellow, sound, customary, dry and pure soya beans grown in the EU with special regard to the EU Regulation on Pesticides and to maximum residue limits (MRL), as well as to EU Regulation Nr. 574/2011 of 16th of June, 2011. The Seller declares that the delivered soya beans are not subject to the labelling requirement as defined in Regulations (EC) No. 1829/2003 and No. 1830/2003 (regulations on genetic engineering). For all deliveries, the Deforestation-Free Regulation (EU) No. 2023/1115 in conjunction with Regulation No. 2024/3234 and the dates specified therein also apply. Non-compliance with the **quality requirements stated in Appendix 1** shall entitle the buyer to reject the goods.

3. CONTRACT CONCLUSION

At the conclusion of the contract, the seller specifies the relevant sustainability system for the contract [ISCC (EU), AACS, ...] and potential other certifications such as e.g. DonauSoja. Subsequent changes between the systems are not possible.

4. DELIVERY

The delivery period or delivery date stated by BAG in the contract shall be binding on the Seller. If the Seller is in delay of delivery, BAG shall be entitled to statutory claims. During the period of such a delay caused by the seller, BAG may cover its needs elsewhere and, at its sole discretion, reduce the quantities to be delivered under the contract by the amount of these purchases. If the buyer is in default due to impediments to fulfilment, such as machinery breakdown = force majeure, the terms and conditions of the Vienna Agricultural Products Exchange shall apply.



The Sellers's delivery shall be effected upon agreement with BAG or upon BAG's call-forward notice. After receipt of a call-forward notice the Seller shall advise its planned delivery quantities and delivery days including the relevant contract numbers at least 5 working days in advance. Thereupon BAG shall issue disposal numbers with firm delivery time, which belong to the relevant shipments/contract numbers. The truck driver shall state those disposal numbers when making the delivery, in addition to the disposal number the delivery note has to include also the contract number. Subsequent changes of the allocation to a contract shall not be possible.

For all deliveries, it is mandatory that the description of the beans, such as ISCC, AACS, DS (DonauSoja), ES (EuropeSoy), as well as the supply chain model is provided in German or English on the shipping papers / CMR.

The following supply chain models are applicable:

- **IP** = Identity Preserved (physical separation of certified and non-certified streams of goods; separate handling and traceability of each batch)
- **SEG** = Segregation (physical separation of certified and non-certified streams of goods along the supply chain; traceability to a pool of certified producers/origins)
- **MB** = Mass Balance (without physical separation of goods streams; no traceability to the origin)
- **Book & Claim** = Trading of non-deforestation-free soy but compensate this by buying credits

Examples for the labelling of accompanying documents:
Soybeans, ISCC, MB | DS Soybeans, AACS, SEG

BAG assumes that all statutory provisions regarding each procedural step (seeding, harvest, storage, transport) are complied with and recommends fulfilment of the applicable GMP- QS-requirements. The trucks must be clean and free from prohibited substances as defined by Austrian and/or European regulations or laws. The Seller shall be responsible for compliance with pre-loading requirements, in particular with regard to Regulations (EG) No. 1829/2003 and No. 1830/2003 (regulations on genetic engineering). The last 3 pre-loadings shall be announced at delivery.

Further details concerning delivery are available on the Logistics Information Sheet which is available on our homepage www.bagoil.at under the item "Service".

5. FREIGHT BASIS

For contracts which are concluded on a DDP basis the freight basis shall be 7540 Güssing, Austria, or an external warehouse at a distance of not more than 50 km from the same.

6. WEIGHT

The contracts shall be concluded at a quantity range of +/- 2% at the Seller's option. The weight shall be determined by weighing the unloaded and the loaded vehicle upon delivery of the soya beans. The delivery weight of BAG shall be final.

7. SAMPLING AND ANALYSIS

Upon delivery of the soya beans BAG shall take proper samples from every truck and carry out a rapid analysis in its in-house laboratory (moisture, impurities). Samples of suspicious lots shall be analysed in the FOSFA laboratory at the customer's cost. If necessary, a second analysis can be carried out at another FOSFA laboratory at the customer's cost. In that case the average of the two analyses shall be final.



Deliveries shall be checked for GMOs by using a rapid test and only a negative result is precondition for acceptance of the goods.

8. PAYMENTS

The price negotiated with BAG shall be binding and include free-of-charge delivery to BAG's address, unless otherwise agreed. Payment shall be effected within 14 days of the invoice date and supply of the required documentation, unless otherwise agreed at the time of conclusion of the contract.

9. OTHER TERMS

9.1. **Sustainability of the soya beans.** The seller declares that the soya beans comply with the requirements of Directive (EU) 2018/2001 and with the Deforestation-Free Regulation (EU) No. 2023/1115 in conjunction with Regulation No. 2024/3234 and the dates specified therein.

9.1.1 **Sustainability confirmations.** Sustainability confirmations must be submitted without BAGs request after contract completion, but not later than monthly. In the event of omission, the resulting costs will be passed on to the seller. As BAG calculates the greenhouse gas (GHG) values for transport based on actual kilometres, the seller must specify the distance between first gathering point and BAG in 7540 Güssing and may not use the DDV value. The use of DDV in conjunction with the indication of kilometres is not possible. If NUTS II values for the cultivation of the beans are available, their use is mandatory.

9.2. **Donau Soja / Europe Soya Soybeans.** If the soya beans are Donau Soja or Europe Soya soya beans, the seller is required to send lot certificates to the buyer in accordance with the guidelines of these standards. According to the DS / ES guidelines, the maximum quantity of DS beans comprised by a lot is the quantity stipulated in the supply contract. Additionally, the lot certificate must be transmitted to the buyer BEFORE the start of delivery.

9.3. **Storage with third parties.** If the soya beans are taken delivery of at a warehouse of a third party, a warehouse receipt of recent date issued in the name of BAG that has neither been endorsed nor transferred otherwise shall be issued. The warehouse receipt shall include a note stating that the warehouse keeper is not entitled to any liens or other rights and/or objections or pleas regarding the goods stated on the warehouse receipt vis-à-vis BAG.

9.4. **Offsetting of claims.** BAG shall be entitled to set off all claims to which BAG is entitled vis-à-vis the Seller against claims of the Seller. This shall also apply in the event that the due dates of the claims differ.

11. FINAL REGULATIONS

The place of performance for delivery and payment shall be 7540 Güssing, Austria. All disputes arising out of or in connection with contracts that are subject to these General Terms and Conditions of Purchase and Delivery shall be settled by the arbitral tribunal of the Exchange for Agricultural Products in Vienna.

Unless otherwise provided in these General Terms and Conditions of Purchase and Delivery or in the contract, Austrian law shall apply; in addition, the usages of the Exchange for Agricultural Products in Vienna shall apply and UN Sales Law shall be expressly excluded.

