

# Mill purchasing conditions of GoodMills Deutschland GmbH



**CROP 2025**

## **1. General information**

Insofar as our Terms and Conditions of Purchase do not contain any special provisions, the Standard Terms and Conditions of the German Grain Trade shall apply in their current version. However, § 22 is excluded, so that possible surcharges such as low and high water surcharges as well as ice demurrage in the case of delivery by ship are to be borne by the seller. In the case of goods delivered by ship, the special provisions for CIF transactions also apply - delivered weight and delivered quality.

The purchase contract shall be deemed approved and solely valid if no written objection is made within 24 hours of receipt. A confirmation by the seller or broker deviating from our purchase contract shall not be deemed an objection pursuant to § 2 of the Standard Terms and Conditions of the German Grain Trade. We reserve the right to make changes during the business year.

If the seller is an entrepreneur, any disputes arising from this business relationship shall be decided by the court of arbitration.

In all other respects, our General Terms and Conditions apply (also available online at <https://www.goodmills.de/agb/>).

## **2. Warranty of product quality**

The Seller warrants to the Buyer in the sense of a quality agreement pursuant to Section 434 (1) sentence 1 of the German Civil Code (BGB) that each delivered batch complies with all applicable German and European food and feed regulations in the version valid at the time of delivery.

This shall also apply to the latest guidelines, in particular compliance with the guidelines issued by the associations Deutscher Raiffeisenverband, Deutscher Bauernverband, Bundesverband der Agrargewerblichen Wirtschaft, Bundesverband Güterkraftverkehr Logistik und Entsorgung, Deutscher Mälzerbund, Deutscher Verband Tiernahrung, Union zur Förderung von Öl- und Proteinpflanzen, Verband der Getreide-, Mühlen- und Stärkewirtschaft VGMS e.V. and Verband der ölsaatenverarbeitenden Industrie (Association of the Oilseed Processing Industry), as well as the "Recommendations for action to minimize ergot and ergot alkaloids in grain", as amended from time to time.

In addition, the seller warrants that all harvested material delivered was produced from propagation material that complies with national and European plant variety protection regulations and has no legal defects. In particular, the harvested material was either produced from Z-seed or - in the case of authorized reproduction - the respective holder of the plant variety right and - if the seller does not fall under the so-called small farmer regulation - the necessary fee has been paid on time. If the seller is not a producer himself, he warrants that his respective upstream supplier has given him a corresponding assurance.

If the Seller culpably violates the national or European plant variety protection regulations or provides incorrect information in the context of this declaration, the Seller shall be liable to pay a contractual penalty of up to EUR 100.00 per ton of the harvested crop concerned, to be determined by the Buyer in each individual case at its reasonable discretion and, in the event of a dispute, to be reviewed by the competent court. The assertion of a further claim for damages shall remain unaffected by this. Any contractual penalty claimed at the same time shall be offset against this.

In the event of doubt as to the correctness of the assurance, the buyer shall be entitled to demand further information on the crop delivered if the seller himself is the producer. The seller is obliged to disclose this immediately.

We require the seller to have a quality assurance system in accordance with QS, GMP+ or another recognized standard.

## **3. Exclusion of certain processes (GMOs, irradiation, etc.)**

The Seller further warrants to the Buyer within the meaning of the quality agreement pursuant to Section 434 (1) sentence 1 BGB that the grain

- is not subject to the labeling of products containing, consisting of or produced from genetically modified organisms

(GMOs) (Regulation (EC) No. 1829/2003 and Regulation (EC) No. 1830/2003);

- does not contain, consist of or have been produced from GMOs not authorized in the EU (Regulation (EC) No 1829/2003 Article 4(2));
- has not been irradiated within the meaning of the Food and Feed Code;
- does not originate from fields fertilized with sewage sludge, even if the application of sewage sludge is permitted under the Sewage Sludge Ordinance of 15 April 1992, as amended, and
- complies with the guideline values of the German Society for Hygiene and Microbiology in the version valid at the time of delivery and does not contain Shiga- and verotoxin-forming E. coli or their toxins.

#### **4. Avoidance of contamination**

We would like to point out that goods that could harm the health of the consumer must not be placed on the market. It is strictly forbidden to supply us with such grain. The supplier is responsible for ensuring that all allergenic ingredients in his product that require labeling (in accordance with LMIV Regulation (EC) No. 1169/2011, Annex II) are named.

Furthermore, the supplier is responsible for ensuring that contamination (e.g. pesticides, mycotoxins, allergens requiring labeling) is excluded, including during storage and transport, taking into account the state of the art, and that the grain complies with all applicable legal limits. The supplier is responsible for minimizing the risk of contamination with allergens in accordance with LMIV Regulation (EC) No. 1169/2011, Annex II during storage and through pre-loading (ALARA).

#### **5. Pre-freighting and stock protection**

The seller undertakes to notify the type of goods of the last three transports of the transport vehicle when submitting the transport documents (pre-freights). Permissible pre-freights and the associated cleaning measures as well as exclusions from certain pre-freights must be complied with (in accordance with the current IDTF list).

For Halal-certified mills, the exclusion of the preloads defined for this purpose applies.

We recommend intensive cleaning with water for products made from GMOs that have been transported as pre-freight.

The seller undertakes to notify us of any protective treatment of the grain or part of the delivered grain carried out by him or his suppliers at the latest upon delivery.

The notification must include the reason for the treatment, the active substance used and its dosage, date, place, name of the user and the quantity of treated grain contained in the delivery. If no notification is made, this is equivalent to a guarantee that the grain delivered has not been treated with storage pesticides and does not contain any residues.

#### **6. Determination of quality**

Determination of quality, condition and baking ability shall be carried out by the buyer at the place of delivery.

The test methods used by an accredited laboratory of the Buyer's choice shall be decisive for the determination of quality and condition, etc. The valid test methods are listed below under point 7. The Seller shall have the opportunity to attend the inspections himself or through an authorized representative. The quality and weight shall be finally determined by the Buyer at the place of delivery.

#### **7. Valid inspection methods in the event of disputes**

Quality:

Protein content	in dry matter (N x 5.7) (ICC 105/2 Kjeldahl or ICC 167 Dumas)
Sedimentation value	(ICC 116/1)
Moisture content	(ICC 110/1)
Falling number	(ICC 107/1)
Moist adhesive	(ICC 155)
Germination capacity	> 85%
Hectoliter weight	(ISO 7971-2)
Stocking	(ICC 102/1 (common wheat), ICC 103/1 (rye))
DON / ZEA / OTA	(HPLC or gas chromatography method)

## 8. Sampling and retained samples

The seller shall be entitled to have a sample secured by a seal with regard to the determination of quality and condition values taken himself or by a sworn sampler together with the buyer when the goods are unloaded. In this case, the seller may request an analysis by an accredited laboratory of the buyer's choice within 24 hours of notification of the quality or condition findings made by the buyer. The Seller shall arrange for the samples secured by seals to be sent in immediately, notifying the Buyer at the same time. Both parties have the right to have a subsequent analysis carried out in accordance with § 33 of the Standard Terms and Conditions for the German Grain Trade.

The costs of the analysis and/or subsequent analysis shall be borne by the losing party. Contrary to § 32 (1) of the Standard Terms and Conditions, a complaint by telephone is valid and does not require additional written confirmation.

A sample secured against closure shall be drawn together for each delivery unit and stored at the buyer's premises for at least 12 to at least 18 months, depending on the location. The accuracy of the sample shall be confirmed by the signature of one authorized representative of the Seller and one authorized representative of the Buyer and shall serve as evidence.

## 9. Supply chain due diligence obligations - obligations of the supplier

9.1 The Seller as supplier must always ensure that no violations of the prohibitions specified in section 2 para. 2 no. 1-12 and para. 3 no. 1-8 Lieferkettensorgfaltspflichtengesetz ("LkSG" / Supply Chain Act / CSR) are committed in its own business area (within the meaning of section 2 para. 6 Lieferkettensorgfaltspflichtengesetz - LkSG). The Supplier also undertakes to pass on the above obligation to its direct suppliers (within the meaning of section 2 para. 7 LkSG) and to address it appropriately along its supply chain (within the meaning of section 2 para. 5 LkSG).

9.2 If the supplier discovers that a violation of the prohibitions mentioned in section 2 para. 2 no. 1-12 and para. 3 no. 1-8 LkSG has occurred in its own business area, the supplier must inform us as the buyer immediately in text form of this violation and inform us of the measures that have been or will be taken to remedy the violation. The Buyer shall be entitled to pass on the information obtained in accordance with this clause 9.2 to the direct customers of the products or services manufactured by it. The information shall be passed on while safeguarding the legitimate interests of the supplier, the rights of employees, data protection and the protection of business secrets.

9.3 If the Supplier fails to comply with any of its obligations under this clause 9, the Buyer shall be entitled - without prejudice to its other rights - to suspend the business relationship with the Supplier until the Supplier has complied with its obligation.

## 10. Quality settlement


If one of the analysis values determined at the place of delivery falls short of or exceeds the value-reducing value, the mill has the right to refuse acceptance or to make standard market discounts. The amount of the reduction in value in the event of deviation from the quality and condition characteristics agreed in the contract (e.g. trimming, moisture, quality and/or condition values) shall be determined by the deduction tables to be requested by the buyer for the harvest year. Surcharges for natural weight or reduced moisture content are excluded.

See applicable documents: individual deduction tables for mills

## 11. Applicable documents in the currently valid version

- Standard conditions in the German grain trade
- Information sheet Measures for the safe handling of grain, oilseeds and legumes (source: DRV et al)
- Recommendation for action to minimize ergot and ergot alkaloids in grain (source: BMEL and MRI)
- Supplier self-disclosure, if available
- Discount tables
- GoodMills Deutschland GmbH - AEB also online (<https://www.goodmills.de/agb/>)

**GoodMills Germany GmbH**  
Management

  
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