

GENERAL TERMS AND CONDITIONS OF SALE 2024 GERMANY
WALTER RAU LEBENSMITTELWERKE GMBH

1. APPLICATION AND DEFINITIONS

- 1.1 These General Terms and Conditions of Sale ("GTCs") apply to and are incorporated by reference into all agreements for the sale and delivery of goods by the relevant Bunge entity ("Seller") and its buyers ("Buyer"), (each individually also referred to in these GTCs as a "Party" and together, the "Parties") whether agreed by the Parties by email, phone, fax, automating electronic system or otherwise and/or confirmed through a third-party broker or intermediary ("Contract Confirmation"). These GTCs and the applicable Contract Confirmation, together shall constitute the "Agreement".
- 1.2 Unless otherwise agreed in writing, these GTCs govern all sales and deliveries effected by Seller, and supersede all prior terms (whether oral, written or otherwise) between the Parties. Any contradictory or supplementary terms and conditions of the Buyer are hereby expressly rejected and excluded, even if notified to the Seller and/or Seller does not expressly object to such terms and conditions.
- 1.3 Buyer acknowledges that it has been notified, had knowledge of and has accepted these GTCs and, notwithstanding any failure of Buyer to sign or counter-sign the Agreement, the validity or applicability of the GTCs stated above and hereinafter shall not be affected. If any provisions of these GTCs are void or nullified, the remaining provisions shall continue to apply in full.
- 1.4 The title and headings used in these GTCs are for convenience only and have no legal effect whatsoever upon the text. Any conflict or inconsistency between any such heading and the text shall be resolved in favour of the text. The German language version of the Agreement and these GTCs shall be controlling in all respects and shall prevail in case of any inconsistencies with any translated versions.

2. PRICES

- 2.1 Unless expressly agreed otherwise in writing, all prices stated are exclusive of any taxes and duties. Where Seller is required to account to any tax authorities for any tax, Buyer shall, on request, promptly pay to Seller an amount equal to such tax in addition to the sales price, such that the Seller receives the agreed amount in full.
- 2.2 Unless expressly agreed otherwise in writing, the Buyer acknowledges that the sales price is based on price determining factors (including, without limitation raw material, freight, surcharges, and insurance) and costs as at the time when the Agreement was concluded. If, as a result of events or circumstances beyond the reasonable control of Seller, the amount of these price determining factors becomes materially higher for Seller, then Seller shall be entitled (and Buyer agrees to it) to charge such higher costs to Buyer and adjust the agreed price accordingly.
- 2.3 If, in relation to goods to be delivered to the Buyer and during the term of the Agreement, Seller has to make any payments of any taxes, import, transit or export duties, product board levies and similar payments, which result from measures taken by any governmental, intergovernmental or supranational body, agency, department or any regulatory, self-regulatory or other authority or organisation (and which were not payable at the time when the applicable Agreement was concluded) then Seller shall be entitled to charge Buyer for the relevant amounts.
- 2.4 The price agreed for any goods is exclusive of any costs (including, without limitation, any costs for transport, packaging, boxing, or storage), expenses, charges, fees, levies, duties attaching to the performance of the relevant Agreement, unless otherwise stated in writing by Seller.

3. PAYMENT

- 3.1 Payment shall be effected within fourteen (14) calendar days after the relevant invoice date unless explicitly agreed otherwise, and the Parties agree that time for payment is of the essence.
- 3.2 Unless explicitly agreed otherwise, all sums payable to Seller in connection with an Agreement shall be paid by Buyer on the bank account designated by Seller. The Buyer may assert rights to offset if its counterclaims are uncontested, ready for a decision, or established by final enforceable judgment. The Buyer shall only be entitled to exercise its right of retention if its counterclaim is uncontested, ready for a decision, or established by final enforceable judgment, and is based on the same contractual relationship.
- 3.3 Seller shall at any time have the right to require payment in advance, immediate payment of all sums owing (whether already due or not) or the provision of adequate security in relation to any delivery if circumstances arise or become known after conclusion of the Agreement which give rise to justified doubts as to the Buyer's ability or willingness to pay. Seller shall be entitled, without liability, to suspend the performance of its obligations if and for so long as Buyer refuses or is unable to provide payment in the form and time, or the security in form and substance as, requested, and shall not be required to perform any of its obligations in connection with that or any other Agreement with the Buyer, pending full payment. All storage and other reasonable costs incurred in this respect shall be for Buyer's account and become payable on request.
- 3.4 Without prejudice, and in addition, to Seller's right to suspend performance of its obligations as provided for in Article 3.3 above, in the event that Buyer (i) fails to comply with any term of payment stipulated in these GTCs or the Agreement; (ii) fails to effect payment of any amount(s) due under any other contract or agreement between Buyer and Seller or between the Buyer and any of Seller's affiliated entities; or (iii) in the event payment is by any documentary credit, Buyer fails to open such documentary credit in accordance with any agreed terms or deadline, then Seller has, at its sole discretion, the right to carry out any one or more of the following non-exhaustive, cumulative, list of remedies:
- 3.4.1 proceed with collection of such sums without any further notice of default, together with interest at the rate of five (5) % above the legal interest rate applicable in the country where the goods have been or are intended to be loaded, pro-rata on a monthly basis, from the date the payment is due until actual payment is received from Buyer; and/or
- 3.4.2 add any costs, expenses and damages incurred by Seller to the sales price and/or charge the Buyer with any such costs, expenses, and damages, which will become immediately due and payable; and/or
- 3.4.3 terminate the relevant Agreement with immediate effect and/or sell the goods to another counterparty of its choice and claim for any damages; and/or
- 3.4.4 postpone or extend the shipment or delivery period under the Agreement at Seller's sole discretion and option; and/or
- 3.4.5 demand immediate payment of all amounts outstanding, whether due or not, actual or contingent.
- 3.5 In addition to the principal sum and interest payable due to late payment, Buyer shall be liable for all expenses (including solicitors fees) which Seller may incur for the purposes of collecting the debt and securing its entitlements.
- 3.6 In case of any default by Buyer under this Article, Seller shall have the right to declare that the joint and several claims of all or part of the invoices due and owing from Buyer to Seller or from Buyer to any of Seller's affiliated entities be immediately due and payable, whereupon these shall become immediately due and payable.
- 3.7 Buyer further hereby expressly agrees that Seller may at all times offset and/or deduct any amounts whatsoever that (A) Seller or any of its affiliates (together the "Seller Interests") owe the Buyer or any of its affiliates (together the "Buyer Interests"), against (B) any amounts whatsoever that the Buyer Interests owe the Seller Interests, under or in connection with any Agreement or under or in connection with any other agreement between any of the Buyer Interests and the Seller Interests.

4. DELIVERY, TITLE AND RISK

- 4.1 Delivery shall occur when the goods are placed at disposal of the Buyer at the place indicated in the Agreement and/or the Contract Confirmation. Seller shall make reasonable efforts to comply with the delivery date so indicated by Buyer.
- 4.2 Partial deliveries are allowed at Seller's sole option.
- 4.3 Subject to Article 4.8, risk in the goods shall pass from Seller to Buyer on delivery of the goods.
- 4.4 Title to the goods shall not pass to the Buyer until Seller has received full payment for the goods in accordance with the Agreement, including other claims acquired by Seller in direct connection with the delivered goods like claims with respect to fines, interest and costs, including costs due to loss in value and/or the return of goods delivered and notwithstanding the occurrence of delivery.
- 4.5 Until such time as title passes to Buyer in accordance with Article 4.4 above, where the Buyer (i) fails to timely pay for goods delivered and (ii) has on sold the goods, in addition to any other remedies the Seller may have, Seller shall be entitled to all proceeds of such sale. The Buyer herewith agrees to disclose all relevant documents to Seller in order to prove the amount of such proceeds.
- 4.6 Unless expressly agreed otherwise, Seller disclaims, to the fullest extent permitted by applicable laws, any and all warranties, express or implied (including, without limitation any implied warranties as to merchantability, fitness for a particular purpose).
- 4.7 Buyer shall provide Seller in a timely manner with all information, specifications, and documentation required or desirable for Seller to perform its obligations in connection with any Agreement.
- 4.8 In the event the delivery place is not at the Seller's premises, Buyer shall bear any risk of deterioration in the goods which are inherent to the transit.
- 4.9 Seller will take reasonable steps available to deliver the goods on the dates agreed but it shall not be liable to Buyer in any way if delivery is not made on such date. Seller shall use reasonable efforts to reschedule any such delivery as soon as practically possible.
- 4.10 Buyer shall inspect the delivered goods immediately after delivery for any defects and shall notify Seller thereof in writing as soon as possible, and in any event no later than eight (8) calendar days after the goods have been delivered, with details thereof, failing which all and any claims from the Buyer with respect to defects shall be absolutely barred. The aforementioned inspection must include an inspection of the nature, quality, and quantity of the delivered goods. To the extent that the inspection discovers possible defects with food safety and similar standards, the Buyer must report these in written detail to Seller without undue delay after becoming aware of them. Notwithstanding anything to the contrary, failing to report such possible defects within the aforementioned timeframe shall preclude Buyer from bringing any (warranty) claims for damages or otherwise on that basis against Seller and the goods will have been deemed accepted and in accordance with the Agreement, to the extent permitted by law.
- 4.11 Seller shall not be liable for defects caused by the Buyer or transport companies due to (i) not following directions given by Seller pertaining to, without limitation, location, storage, cooling, testing, assembly, inspection, or maintenance, and/or (ii) not using the degree of diligence and reasonableness ordinarily expected from undertakings engaged in business similar to that of the Buyer or the relevant transport companies, and any claim in that respect is absolutely barred.
- 4.12 Buyer shall comply with all legislation and governmental measures relating to food safety, traceability and recall. Buyer shall immediately inform Seller in writing of any claim by third parties or authorities, product liability and recall issues and shall cooperate, fully at its cost, with Seller and the relevant authorities as required or directed.

5. FORCE MAJEURE

- 5.1 Seller shall be entitled to suspend (without liability) its obligations in connection with any Agreement, where its performance is hindered (fully or partially) or rendered impossible by an event of Force Majeure (as defined below). Any agreed time for Seller's performance shall be correspondingly extended for as long as performance of all or part of its obligations are delayed, hindered or rendered impossible by an event of force Majeure. "Force Majeure" means any event or circumstance that is beyond Seller's control (whether foreseen or unforeseen), as a result of which Seller can no longer be reasonably expected to comply with the relevant Agreement, and shall include but not be limited to the following: war (whether declared or not), terrorism, revolution, riots, labour unrest, industrial strike, fire, weather conditions, flooding, transport restrictions, illness including epidemic and pandemic, government or public measures (including price restrictions, import and export restrictions), crop failure, disruption in the supply or provision of raw materials, energy or required operating resources, non-availability of appropriate materials at the time of delivery not caused by gross negligence by the Seller in the selection of the supplier(s) or the specific procurement, or any other similar event or circumstance. If delays become apparent, Seller will notify the Buyer as soon as possible.
- 5.2 In the event that the affected Agreement is suspended for longer than three (3) months, upon notice to the other Party, each Party may cancel without liability the affected Agreement or the relevant part thereof with immediate effect. In the event of a suspension or cancellation of the Agreement as a result of Force Majeure, neither Party shall be entitled to any compensation.
- 5.3 Nothing in this Article 5 or otherwise shall relieve the Buyer from its obligation to pay when due any amounts under the affected Agreement.

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- 5.4 Buyer shall not be entitled to suspend, withdraw from, amend or revise any part of the Agreement, or claim force majeure or hardship, following the occurrence of any event or circumstance which causes, or may lead to, an adverse change (i) in the business, assets or condition (financial or otherwise) of the Buyer, and/or (ii) in the ability of Buyer to perform its obligations under the Agreement (except where such inability is the direct consequence of intervened illegality) and/or (iii) in market or general economic conditions.
- 6. BUYER DEFAULT**
- 6.1 If at any time Buyer fails to take delivery of any purchased goods (pursuant to e.g. an order, sales contract or a periodical volume commitment), Seller shall be entitled, without the need for a notice of default and without legal proceedings being required, to immediately request and obtain the payment in respect thereof (along with any default interest per Article 3.4.1) before effecting delivery and/or to terminate the Agreement and claim for any losses, damages and costs whatsoever arising in connection with Buyer's failure to take delivery ("**Losses**"). Buyer agrees to indemnify and hold Seller harmless on demand, to the fullest extent permitted and on an after-tax basis, in respect of any Losses as claimed by Seller.
- 6.2 Without prejudice to (and not in substitution of) any other remedy Seller may have (at law, under an Agreement or otherwise) Seller shall also be entitled to the following remedies:
- 6.2.1 Charge the Buyer with any costs, expenses, interest (at the rate in Article 3.4.1) and damages, incurred by Seller and add them to the sales price, including without limitation adding any additional storage costs; and/or
- 6.2.2 postpone or extend the delivery period until such time as Buyer performs its payment obligations under the Agreement; and/or
- 6.2.3 postpone and/or suspend any of its obligations under any Agreement between Buyer and Seller or any of Seller's affiliates, without liability and/or
- 6.3 For the avoidance of doubt, Seller's Losses include, without limitation, loss of foreign exchange, hedging losses and losses connected to market fluctuation of the prices.
- 7. LIABILITY**
- 7.1 Seller only accepts liability for damage and losses caused by gross negligence or intent and for breaches of material contract duties whose fulfilment is essential to the due and proper performance of the contract and whose fulfilment the Buyer could reasonably rely upon ("material obligation").
- 7.2 Seller's liability for breaches by slight negligence of a material obligation shall be limited to damage and losses that were foreseeable at conclusion of the contract and are characteristic for the particular type of contract. Seller accepts no liability for breaches by slight negligence of secondary contract duties that are not material obligations. Seller shall be liable for cases of initial impossibility of performance only if Seller had knowledge of the impediment to performance or if Seller's lack of knowledge is due to gross negligence, or if the initial impossibility constitutes a breach of a material obligation.
- 7.3 Where the liability of Seller has been limited or excluded, this shall apply equally to the liability of Seller's employees, representatives and vicarious agents engaged in the discharge of Seller's duties. Any liability of vicarious agents for damage or losses caused by slight negligence shall be excluded.
- 7.4 The above limitations and exclusions of liability shall not extend to any fraudulent concealment of defects or any guarantee or procurement risk as may have been issued or accepted, to claims under the German Product Liability Act, and to bodily injury (injury to life, limb or health). This shall not involve any reversal of the burden of proof to the Buyer's disadvantage.
- 7.5 The Buyer's claims for damages against Seller for which liability has been limited hereunder, shall become time-barred one year from the beginning of the statutory limitation period, except claims based on tort.
- 7.6 Buyer shall indemnify and keep Seller indemnified against all claims from third parties for liability due to a defect in a product delivered by Buyer to a third party which included products supplied by Seller of Buyer is responsible for the defect, except if, and insofar as, the damage was caused solely by the products supplied by Seller. Buyer shall also indemnify, defend, and hold harmless Seller, its affiliates, directors and employees, against any liability for any claim, loss, damage, cost, and/or expense and other costs of litigation on account of any injury, disease or death of persons (including Buyer's employees) or damage to property (including Buyer's property) or the environment arising out of or in connection with:
- (a) Buyer's handling unloading, storage, use or disposal of the products, except to the extent caused by Seller's intent or negligence; and/or
- (b) Buyer's intent or negligence or any failure by Buyer to comply with any of its obligations under an Agreement.
- 7.7 Buyer shall comply with all legislation and governmental measures, such as those regarding food safety, traceability, and recall. Buyer shall immediately inform Seller of any claim by a third party, (possible) product liability, and recall issues and shall cooperate with Seller and relevant authorities in order to avoid or minimize damages.
- 7.8 Buyer acknowledges and agrees that as a remedy for any claims concerning the quality or safety of the goods is limited, the Seller shall have the choice to either (a) replace the goods that are not in accordance with the Agreement; or (b) give a refund proportionate to the purchase price paid and the portion of the goods not in accordance with the Agreement.
- 8. GENERAL INDEMNITY**
- 8.1 Buyer shall indemnify and hold Seller harmless on demand, to the fullest extent possible, against all claims from third parties for liability due to a defect in a product delivered by Buyer to a third party which included goods supplied by Seller, except if and insofar as Buyer proves that the damages claimed were caused solely by the goods supplied by Seller and the relevant defect was not discoverable by the Buyer using ordinary diligence.
- 8.2 Buyer shall indemnify Seller against all claims, losses, liabilities and expenses on account of any injury or death of persons (including Buyer's employees or agents) or damage to property arising out of Buyer's unloading, storage, handling or use of the goods except for the portion of damages caused by Seller's intent or negligence.
- 8.3 The indemnities in this Article 8 shall survive termination of the Agreement.
- 9. SELLER'S INTELLECTUAL PROPERTY**
- 9.1 For the purposes of this Article 9, "**Seller IP**" means all patents, trademarks or trading names and designs (whether or not registered or registrable), utility models, copyright (present and future), applications for any of the foregoing, trade and business names, goodwill in relation to the foregoing, software and database rights, sui generis rights, rights in designs (whether registerable or not), ideas, inventions, discoveries, concepts, improvements to existing technology, processes, know-how (in each case to the fullest extent thereof and for the full period thereof and all related applications, extensions and renewals thereof, and including trade secrets, technology, methods of manufacture, specifications and other information), and rights of the same or similar effect or nature in any part of the world existing now or in the future created, as well as the right to claim damages for past infringements of any or all such rights and all rights having equivalent or similar effect wherever situated. Seller and/or its affiliated entities or licensors (as the case may be) shall at all times own, the Seller IP.
- 9.2 Buyer shall not use Seller's or its affiliated entities' trade names, trademarks, logos, service marks or any other intellectual or industrial proprietary rights unless expressly agreed by Seller in a separate written agreement.
- 9.3 Buyer is not allowed to use or make the Seller IP available for itself or to any third parties, to reproduce it, nor to make any copies thereof.
- 9.4 Buyer shall observe secrecy with respect to all Seller IP. In the event Buyer is required by applicable law to disclose the Seller IP or is ordered by a court or a regulatory authority permitted to direct Buyer to disclose the Seller IP, Buyer shall, to the extent legally permitted, give prompt notice of the requirement of disclosure and consult with Seller on the disclosure requirement and restrict the disclosure of Seller IP to only the Seller IP expressly required to be disclosed.
- 9.5 Buyer undertakes that it will not, and its affiliated entities will not, register any trademarks or other intellectual property rights which are identical, similar to, or in any manner derived from, Seller IP anywhere in the world.
- 10. TERMINATION**
- 10.1 Without prejudice to any of Seller's rights or remedies under the Agreement, these GTCs, at law or in equity, Seller may terminate the Agreement, in whole or in part, with immediate effect by giving notice in writing to Buyer:
- 10.1.1 In all cases stated under these GTCs; and/or
- 10.1.2 If Buyer materially breaches of any term of the Agreement and that breach (if capable of remedy) is not remedied within seven (7) calendar days of Seller's notice to Buyer requiring it to be remedied or, if the breach is not capable of remedy, without service of any notice requiring the breach to be remedied; and/or
- 10.1.3 If Buyer or any affiliated entity of Buyer commits any breach of any terms of any other contract entered into between Seller and Buyer or any affiliated entity of Buyer, and as a result Seller terminates that contract; and/or
- 10.1.4 If Buyer files a petition or otherwise commences or authorises the commencement of a proceeding under any bankruptcy, insolvency, reorganization, protective measures or similar law (in each case howsoever defined under applicable law) or has any such petition filed or proceeding commenced against it, or has a liquidator, administrator, receiver, trustee or officer with similar powers appointed with respect to it or any substantial portion of its property or assets or otherwise becomes insolvent (howsoever evidenced or defined) or is unable to pay its debts as they become due; and/or
- 10.1.5 If Buyer is dissolved, liquidated or is a party to a merger; and/or
- 10.1.6 If Buyer ceases its business or transfers its business operations or a significant part thereof, including the incorporation of its business in another one; and/or
- 10.1.7 Should any governmental authority impose any ceiling price, allocation, quota, priority or material control affecting goods or any material normally required in connection with goods, or any present or future laws or regulations prevent or adversely affect Seller's performance of the Agreement; and/or
- 10.1.8 If Buyer ceases or no longer meets the admission, recognition and/or registration requirements for its profession or activity.
- 11. ASSIGNMENT, WAIVER, VARIATION, COUNTERPARTS**
- 11.1 Buyer may not assign any of its rights or transfer any of its obligations under the Agreement without Seller's prior written consent. Any purported transfer or assignment contrary to this Article shall be null and void.
- 11.2 No failure or delay by Seller to exercise any right or remedy provided under or in connection any Agreement shall constitute a waiver of that right or remedy or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that right or remedy or any other right or remedy.
- 11.3 No variation or amendment of any Agreement or these GTCs shall be effective unless it is agreed in writing by both Buyer and Seller.
- 12. COMPLIANCE**
- 12.1 Seller and Buyer shall at all times comply with all U.S., EU, United Kingdom, United Nations, and Swiss economic sanctions laws relating to transactions with restricted countries, persons and entities, including money transfers related to such transactions and restrictions against dealings with blocked/prohibited persons (the "**Sanctions Laws**").
- 12.2 Buyer agrees that the goods will not be resold or delivered to a restricted destination, person or entity, or be transhipped in or transited through a restricted destination, or be transported on a vessel or by other carrier owned, operated, flagged or chartered by any country, person, or entity, or payment made through such country, person or entity which may cause Seller or a person subject to U.S.

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jurisdiction to risk being in violation of, or be penalized, under the Sanctions Laws. Seller has the right to reject at any time any destination, vessel, person, entity or bank which, in the reasonable opinion of the Seller, may be restricted under any Sanctions laws and/or cause the Seller to risk being in breach in connection with any Sanctions Laws. Buyer will be liable to Seller for any costs, expenses, damages, and delays arising as a result.

- 12.3 Seller will not cooperate with, agree to, or comply with any terms or requests, including documentary requests, which contravene or are prohibited or penalized under U.S. Antiboycott laws or regulations or the laws of any EU member state.
- 12.4 Buyer's bank and payment channels must be acceptable to Seller and be compliant with Sanctions Laws. Should the payment of the goods be impeded by the Sanctions Laws, Buyer shall ensure that such payment be effected through a different channel that Seller is permitted to accept. Buyer will be liable to Seller for any costs, expenses, damages and delays related to payment instructions provided by Buyer that are not in accordance with Sanctions Laws.
- 12.5 Buyer understands that the performance of each Agreement is subject to the United States Foreign Corrupt Practices Act ("FCPA") and all applicable local anti-corruption laws. Each Party represents and warrants to the other that it has not paid or given, offered or promised to pay or give or authorized a payment or giving of money or anything else of value, directly or indirectly, to any Government Official as well as to people performing managerial functions in commercial or other organization in order to influence any act or decision by any such person for the purpose of obtaining, retaining or directing any business or to secure any improper business or regulatory advantage for or on behalf of either Party or in connection with their performance in furtherance of the Agreement. Both Parties understand and accept that the other Party and its affiliates are committed to complying with the FCPA and all other applicable anti-corruption laws and both Parties hereby declare their commitment to comply with such laws. Both Parties shall cooperate fully with the other Party to provide such information and certifications as the other Party may reasonably request from time to time in connection with their efforts to confirm compliance with such laws. For purposes of this provision, "Government Official" means any: (i) officer or employee of any wholly or partially state-owned enterprise or government ministry, agency or similar body exercising any executive, judicial, arbitral, regulatory or administrative functions of or pertaining to government, or a member of a royal family; (ii) political party, political party official or candidate for political office; (iii) employee of a public international organization (including, without limitation, the World Bank, United Nations and the European Union); or (iv) person acting on behalf of any such governmental authority or instrumentality thereof.
- 12.6 By entering into an Agreement, Buyer warrants and represents that it shall at all times comply with the Bunge Code of Conduct (available at <https://investors.bunge.com/investors/corporate-governance/code-of-conduct>).

13. GOVERNING LAW AND ARBITRATION

- 13.1 The Agreement and any dispute or claim arising out of or in connection therewith or its subject matter or formation, including any non-contractual dispute or claims, will be exclusively governed by and construed in accordance with the laws of Germany, excluding conflict of law rules and choice of laws principles that provide otherwise.
- 13.2 All disputes arising in connection with the Agreement, including disputes about the existence and validity thereof, will be exclusively referred to the competent court in Düsseldorf, Germany.
- 13.3 The United Nations Convention on Contracts for the International Sale of Goods of 1980 shall not apply to the Agreement, and its operation is expressly excluded by the Parties.