



## TERMS AND CONDITIONS OF PURCHASE ADM GROUP AS OF 1 JULY 2011

### PART 1 – GENERAL TERMS AND CONDITIONS

These General Terms and Conditions of Purchase apply to all contracts between one of the Archer Daniels Midland Group companies set out in 1.1 (“ADM”) and a Seller (“Seller”) for the purchase of goods (“Goods”) or services (“Services”) by ADM pursuant to a purchase order issued by ADM to the Seller (“Order”).

#### Section 1 – Application and Interpretation

**1.1** ADM company: The companies listed in the attached Schedule and these companies’ subsidiaries.

**1.2** The Seller’s General Terms and Conditions are hereby expressly excluded. Provisions in the Seller’s confirmation or other writing of whatever kind inconsistent with or in addition to the terms of the Order and these Terms and Conditions of Purchase shall not be binding upon ADM unless expressly approved in writing by ADM making specific reference to the inconsistent or additional term or condition. Oral agreements shall not be binding unless they are confirmed in writing by ADM.

**1.3** In the event of a conflict between these conditions and any special terms and conditions referred to in the Order then the latter shall prevail.

**1.4** A reference to a law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

#### Section 2 – Quality of Goods

**2.1** The Seller warrants that the Goods shall be of good merchantable quality and fit for their purpose, free from defects and/or damage and shall comply in all respects with the Order and any specifications supplied by ADM to the Seller.

**2.2** The Seller warrants that the Goods and their packaging and labelling meet with all applicable statutory rules and regulations in the country of delivery and in as far as known to the Seller, the country of destination. The Seller shall provide evidence of compliance with such legal requirements promptly on request.

**2.3** The Seller shall comply with the ADM Supplier and Co-Manufacturer Food Safety and Quality Expectations in the provision of the Goods where applicable.

**2.4** In addition to its other rights and remedies ADM reserves the right to cancel an Order in its entirety or in part if the Goods are defective or not in conformity with specifications. The Goods are subject to ADM’s inspection and approval at destinations. If non-conforming, the Goods may be rejected by returning them for credit or replacement at the Seller’s risk, and all handling and transportation expenses both ways shall be borne by the Seller.

**2.5** The Seller warrants that the sale, re-sale and use of the Goods shall not infringe (directly or indirectly) any patent, trademark, copyright or other intellectual property and the Seller agrees to indemnify ADM to the extent of all damages assessed and all other expenses including reasonable legal fees incurred as a result of any infringement (direct or contributory).

**2.6** All warranties survive delivery to and acceptance by ADM.

#### Section 3 – Standard of Services

**3.1** The Seller warrants that any Services performed by the Seller or duly appointed sub-contractor shall be the best of their described kind and shall in all cases be in exact conformity with any contractual description or specification and performed with all due speed, care, skill and diligence. The Seller shall ensure that all of its personnel and sub-contractors are suitably qualified to perform the Services and that all necessary licences, work permits and/or other authorisations have been obtained.

**3.2** The Seller warrants that any Services performed by the Seller or duly appointed sub-contractor shall be carried out in accordance with the contract,

all applicable statutory rules and regulations, current industry standard codes of practice and ADM's IT security, premises and health and safety policies, rules and procedures as notified to the Seller from time to time. ADM shall provide the Seller with copies of its applicable policies, rules and procedures to enable the Seller to comply with its obligations under the contract.

**3.3** Unless otherwise agreed in writing, the Seller shall provide at its own expense all staff, equipment, tools, appliances, materials or items required for the provision of the Services. The Seller shall ensure that all equipment used in connection with the contract is maintained in good working order in compliance with manufacturer's instructions and current legislation.

**3.4** Without prejudice to any other right or remedy ADM shall have the right exercisable during the performance of the Services to suspend any payment obligation in respect of the Services if the performance does not conform in quality with any stipulations in the contract.

**3.5** If the Services do not conform with the contract, ADM shall without prejudice to any other right or remedy, have the right to purchase Services from elsewhere which nearly as practicable conform to the contract and any extra expense incurred shall be paid by the Seller to ADM. Before exercising such right to purchase the Services from an alternative seller ADM shall give the Seller an opportunity to replace the Services in respect of which payment was cancelled with Services which conform with the contract.

## **Section 4 – Liability and Insurance**

**4.1** The Seller shall indemnify ADM against any liabilities, damages, claims, costs, losses and expenses incurred or paid by ADM arising from any defect in the Goods or Services or any breach by the Seller of its obligations under the contract or of any statutory duty or from any act or omission of the Seller's employees, agents or sub-contractors.

**4.2** The Seller shall insure with a reputable insurance company its liabilities under the contract for a minimum of € 5,000,000 per event and if so required at any time shall produce the policy of insurance and the receipt for the current premium to ADM for inspection. Any limitation, monetary or otherwise in such policy shall not be construed as a limitation on the Seller's liability and the Seller shall, notwith-

standing such limitation, remain liable in full for the matters and to the extent not covered by the policy.

**4.3** ADM shall not be liable for any loss of profit, loss of goodwill, loss of reputation, loss of data, loss of anticipated saving or any indirect or consequential loss. Subject to the foregoing ADM's maximum aggregate liability in relation to each Order shall be limited to the purchase price. This provision is not intended to limit or exclude ADM's liability for any matter for which liability cannot be limited or excluded at law.

## **Section 5 – Delivery**

**5.1** The Goods, properly, packed, sealed and secured in such a manner as to reach their destination in good condition, shall be delivered, carriage paid, to ADM's place of business or to such other place of delivery as is agreed by ADM in writing prior to delivery of the Goods.

**5.2** The Seller shall deliver the Goods/performance of the Services on the dates or within the periods specified in the Order. If no period is specified then the Seller shall deliver the Goods/performance of the Services promptly. Time shall be of the essence.

**5.3** If the Goods are not delivered/the Services are not performed on the due date then, without prejudice to any other rights which it may have, ADM reserves the right to: (i) cancel the contract in whole or in part; (ii) refuse to accept any subsequent delivery of the Goods/performance of the Services which the Seller attempts to make; (iii) recover from the Seller any expenditure reasonably incurred by ADM in obtaining the Goods/Services in substitution from another Seller; and (iv) claim damages for any additional costs, losses or expenses incurred by ADM which are in any way attributable to the Seller's failure to deliver the Goods/performance of the Services on the due date.

**5.4** If the Goods are delivered to ADM in excess of the quantities ordered ADM shall not be bound to pay for the excess and any excess shall be and shall remain at the Seller's risk and shall be returnable at the Seller's expense.

**5.5** With respect to the delivery of the Goods, the Seller is obliged to follow the applicable local ADM Safety Rules. The Seller shall ensure that the driver who delivers the Goods observes those Safety Rules. A copy will be sent to the Seller at first request.

## **Section 6 – Risk/Property**

**6.1** The Goods shall remain at the risk of the Seller until delivery to ADM is complete (including unloading) when ownership of the Goods shall pass to ADM.

## **Section 7 – Price and Payment**

**7.1** The price of the Goods/Services shall be as stated in the Order and unless otherwise agreed in writing by ADM shall be exclusive of VAT but inclusive of all other charges. If applicable, VAT will be added according to local legislation. If no provision as to price is included in the Order the price shall be the last quoted price or the market price at the time of delivery, whichever is lower.

**7.2** ADM reserves the right to make appropriate price adjustments, (where allowable according to specific country invoicing/VAT rules), to the price payable for the Goods in relation to any processes ADM may carry out in relation to the Goods after the sale is arranged with the Seller. This may cover such processes as collecting, drying and weighing the Goods. Any adjustment will be treated as a price deduction to the price payable to the Seller for the Goods and shown on the self billed invoice issued by ADM, (as opposed to being invoiced separately by ADM and treated as a separate supply of services by ADM). This will be effected via the self-billing arrangement set out in clause 7.5 below.

**7.3** Any increase in the price for any reason shall be subject to the express prior written consent of ADM.

**7.4** Unless otherwise agreed in writing, the Seller shall submit invoices for Services based on the number of hours worked. ADM shall be entitled to reject an invoice which is not accompanied by ADM's applicable Order and a signed time sheet.

**7.5** Where the parties have agreed that certain payments shall be made by self-billing invoice the following shall apply:

ADM as the customer i.e. self-biller agrees to: (i) issue self-billed invoices in the name of and on behalf of the Seller and show all required details which constitute a valid VAT invoice; (ii) include a statement on the self-billed invoice that "any VAT shown is your output tax due to HM Revenue & Customs"; (iii) retain a register including names, addresses and VAT numbers of all sellers who have agreed to self-

billing; (iv) notify the Seller immediately if it changes its VAT identification number; ceases to be VAT registered or sells its business or part of its business as a going concern; (v) inform the Seller if the issue of self-billed invoices will be outsourced to a third party; (vi) if required, retain the signed notification that the Seller accepts the self-billed invoice.

The Seller agrees to: (i) authorize ADM to issue self-billed invoices, corrective and duplicate invoices in the name of and on behalf of the Seller; (ii) accept and retain such self-billed invoices and to not raise sales invoices for the transactions covered by the agreement; (iii) to sign and retain a copy of the agreement signed by both parties; (iv) to notify ADM immediately if it changes its VAT identification number, ceases to be VAT registered or sells its business or part of its business as a going concern; (v) account to the relevant tax authority for the output VAT contained on all self-billed invoices issued to it; (vi) remain liable for the correct application of VAT on each self-billed invoice and for the content of the invoice so that it constitutes a valid VAT invoice.

**7.6** Unless special terms have been agreed in writing payment shall be made within 30 days of receipt of a valid invoice, but time for payment shall not be of the essence.

**7.7** Without prejudice to any other right or remedy, ADM reserves the right to set off any amount owing at any time from the Seller to ADM or any parent, subsidiary or associated company of ADM against any amount payable by ADM to the Seller under the contract.

**7.8** No payment made by ADM shall imply acceptance of any Goods/Services supplied and shall not in any way restrict any claims or rights ADM may otherwise have against the Seller.

**7.9** ADM shall be entitled to directly compensate sub-contractors and suppliers at any time. The payments thus made shall be deducted from any payments due to the Seller respectively reimbursed by the Seller to ADM.

## **Section 8 – Confidentiality and Property**

**8.1** The Seller shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes, initiatives or any other information which are/is of a confidential nature and have/has been disclosed to the Seller by ADM or its agents and any other confidential information con-

cerning ADM's business or its products which the Seller may obtain and the Seller shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Seller's obligations to ADM and shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality as bind the Seller.

**8.2** Materials, equipment, tools, copyright, design rights or any other forms of intellectual property rights in all drawings, specifications and data supplied by ADM to the Seller or not so supplied but used by the Seller specifically in the manufacture of the Goods/performance of the Services shall at all times be and remain the exclusive property of ADM but shall be held by the Seller in safe custody at its own risk and maintained and kept in good condition by the Seller until returned to ADM and shall not be disposed of other than in accordance with ADM's written instructions, nor shall such items be used otherwise than as authorised by ADM in writing.

## **Section 9 – Termination**

**9.1** Either party may terminate the contract immediately if: (i) the other party is in breach of the contract and has failed to remedy such breach within 28 days of receipt of written notice specifying the breach and requiring it to be remedied; (ii) there is a material change in ownership or control of the other party; or (iii) the other party is wound up or becomes insolvent or has a receiver or administrative receiver appointed or suffers the appointment or the presentation of a petition for the appointment of an administrator or any equivalent or analogous event occurs.

**9.2** ADM shall have the right at any time and for any reason to terminate a contract for Services in whole or in part by giving the Seller written notice whereupon all work on the contract shall be discontinued and ADM shall pay to the Seller fair and reasonable compensation for work-in-progress at the time of termination but such compensation shall not include loss of anticipated profits or any consequential loss.

## **Section 10 – Assignment**

**10.1** The Seller's rights and obligations under the contract may not be assigned in whole or in part without the prior written consent of ADM and any such consent shall not be deemed to relieve the Seller of its obligations and liability to ADM pursuant to the contract.

**10.2** ADM shall be entitled at any time by notice in writing to the Seller to assign the whole or any part of its rights and obligations under the contract to any affiliate or to any successor in title to the whole or part of that part of ADM's business which relates to the Goods/Services.

## **Section 11 – Force Majeure**

**11.1** Neither Party shall be liable for delays or defaults in the performance of the contract due to causes beyond its respective control, including, but not limited to, Acts of God, accidents, riots, war, Government interference, embargoes and strikes provided that the party claiming hereunder shall notify the other promptly in writing specifying the cause and probable duration of the delay or default and shall minimise the effects of such delay or default.

**11.2** During the period of such delay by the Seller ADM may purchase its requirements elsewhere and at ADM's sole option apply such purchases to reduce the quantities due under the Order.

**11.3** ADM may, by notice in writing to the Seller, cancel any Services which in ADM's opinion cannot be performed within a reasonable time after the due date without incurring any liability on the part of ADM.

## **Section 12 – ADM's Affiliates**

**12.1** The Seller shall make the Goods/Services available for sale to ADM's affiliates (as hereinafter defined) at a price and upon terms and conditions no less favourable than those set forth herein. Affiliates shall mean any company, corporation, partnership, syndicate, limited liability company or other entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, ADM. "Control" shall mean ownership of twenty-five percent or more of the voting rights or equity in the specified entity.

## **Section 13 – General**

**13.1** The waiver of a breach of any contractual provision shall not be construed as a waiver of any succeeding breach.

**13.2** If any provision of these conditions is held by any court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the re-

mainder of the provision in question shall not be affected.

## **Section 14 – Jurisdiction and Applicable Law**

**14.1** These conditions and any contracts to which they apply shall be governed and construed in accordance with the law of the country of the respective ADM company's seat under exclusion of the Convention on Contracts for the International Sale of Goods ("CISG" or "Wiener Kaufrecht") and shall be subject to the jurisdiction of the courts at the seat of the respective ADM company.

ADM may also bring proceedings against the Seller before the competent court having jurisdiction at the Seller's domicile.

## PART 2 – SPECIAL TERMS AND CONDITIONS

The following special terms and conditions shall apply to purchases of particular categories of Goods and Services. In the event of a conflict between the General Terms and Conditions set out in Part 1 and any Special Terms and Conditions set out below then the latter shall prevail.

### Section 1 - Rapeseed

**1.1 Germany. The Unified Contract Terms for the German Cereals Trade** in the edition current at the date of the contract shall apply to purchases of rapeseed in Germany to the extent that they are consistent with the General Terms and Conditions set out in Part 1 and the special terms set out below.

**1.1.1 ADM Rothensee GmbH & Co. KG.** The following special terms shall apply to purchases of rapeseed by ADM Rothensee GmbH & Co. KG:

**1.1.1.1 Quality.** The price applies to Goods which are healthy, dry, pure and fit for storage. The Goods are: (i) healthy and fit for storage if they are free of mould, beetle infestation, foreign odours, immature, burnt or otherwise damaged seed and if the FFA content in the oil does not exceed 2%; (ii) dry, if they are either naturally dry or have been dried to a maximum of 9% using a safe process; (iii) pure, if straw, chaff and other foreign material does not exceed 2% after aspiration and (iv) free from living and/or dead pests.

ADM shall arrange for samples to be analysed for oil, moisture, admixture (and where necessary glucosinolate and FFA) in a recognised laboratory. The Seller shall be charged a fee of €0.50 per tonne to cover control, sampling and shipping costs and the cost of the first analysis. ADM can combine deliveries on one day or 250 tonnes for the purposes of sampling. The results shall be communicated to the Seller promptly. Upon receiving the results of the first analysis both parties have the right to apply for a full control analysis. The other party shall be notified of this within 7 working days. The costs of €0.50 per tonne shall be borne by the applicant. The mean of the two results shall form the basis for settlement. If the results of the first and second analysis vary significantly, either party has the right to arrange a third analysis by an agreed laboratory. The analysis fee shall be divided equally between the parties. Following issue of the third analysis the mean of the two results closest to each other shall form the basis of settlement. The analyses shall be carried out in accordance with the applicable ISO guidelines.

**1.1.1.2 Sampling.** Upon receiving the Goods at its designated store the recipient shall draw proper samples and at the same time determine the weight.

**1.1.1.3 Quality Settlement. Oil: basis 40% allowance/bonus 1.5%:1** i.e. for each percent (or fraction thereof) under 40% the Seller shall reimburse 1.5% of the contract price per tonne to ADM. For each percent (or fraction thereof) above 40% ADM shall pay a bonus of 1.5% of the contract price to the Seller.

Moisture: basis max. 9% moisture: 9%-6% = 0.5%:1 i.e. for each percent (or fraction thereof) under 9% - 6% ADM shall pay a bonus of 0.5% of the contract price. Goods with a water content of less than 6% shall be settled as regards quality like rape with 6% moisture. Goods with moisture in excess of 9% shall be dried by ADM at the Seller's expense. Drying charges shall be calculated on the basis of the current scale of drying charges available on request.

Admixture: basis 2% max. 4% foreign material; under 2% = 0.5:1; above 2% = 1:1 i.e. for each percent (or fraction thereof) under 2% ADM shall pay a bonus of 0.5% of the contract price. For each percent (or fraction thereof) above 2% - 4% the Seller shall reimburse 1% of the contract price.

§ 36 of the Unified Contract Terms for the German Cereals Trade is invalid. ADM has the right to reject Goods that do not meet the agreed quality criteria at the time of delivery.

ADM is entitled after inspection to accept Goods that fall outside the contractually agreed values. In this case the following settlement table shall apply:

Admixture	FFA
2% - 3.99% = 1:1	2% - 2.99% = 2:1
4% - 5.99% = 2:1	3% - 4.99% = 2.5:1
From 6% = 3:1	From 5% = 3:1

Erucic Acid	Moisture
2% - 2.99% = 7:1	9% - 12.49% = 1.2:1
3% - 4.99% = 10:1	12.5% - 16.49% = 1.3:1
From 5% = 15:1	From 16.5% = 1.4:1

**1.1.1.4 Misc.** § 5(1) of the Unified Contract Terms for the German Cereals Trade is excluded.

**1.1.2 ADM International Sàrl.** The following special terms shall apply to purchases of rapeseed by ADM International Sàrl for ADM Hamburg Aktiengesellschaft; ADM Spyck GmbH and ADM Spyck GmbH (Werk Straubing):

**1.1.2.1 Quality.** The price applies to Goods which are healthy, dry and pure. The Goods are: (i) healthy if they are free of mould, beetle infestation, foreign odours, immature, burnt or otherwise damaged seed and if the FFA content in the oil does not exceed 2%; (ii) dry, if they are either naturally dry or have been dried to a maximum of 9% using a safe process; (iii) pure, if straw, chaff and other foreign material does not exceed 2% and (iv) free from living and/or dead pests.

Erucic acid max 2%.  
Glucosinolate max 20 micromol/g.

ADM shall arrange for samples to be analysed for oil, moisture and admixture in a recognised laboratory (possibly ADM's laboratory). The fee for the first analysis of currently €25.50 per sample shall be borne by the Seller. The results shall be communicated to the Seller promptly. Upon receiving the results of the first analysis both parties have the right to apply for a full control analysis. The other party shall be notified of this within 5 working days. The costs shall be borne by the applicant. The mean of the two results shall form the basis for settlement. If the results of the first and second analysis vary by more than 1%, either party has the right to arrange a full third analysis by an agreed laboratory. The analysis fee shall be divided equally between the parties. Following issue of the third analysis the mean of the two results closest to each other shall form the basis of settlement. The analyses shall be carried out in accordance with the applicable ISO guidelines.

If necessary quality determination for glucosinolate, FFA, erucic acid and/or PAH shall be effected by analysis in a recognised laboratory. The costs shall be borne by the Seller.

**1.1.2.2 Sampling.** Upon receiving the Goods at its designated store the recipient shall draw proper samples and at the same time determine the weight. In the case of deliveries by lorry ADM can combine several deliveries up to 250 tonnes into one parcel for the purposes of sampling.

If the Seller requests a sealed sample upon delivery the Seller shall bear the costs of this.

In the case of deliveries by ship the Goods shall be sampled in parcels of max. 500 tonnes.

For deliveries by lorry to ADM Hamburg AG ADM shall charge a fee of €0.39 per tonne to cover control, sampling and shipping costs. ADM asks that the Seller deducts these control and sampling costs when issuing its final account.

Beyond this the applicable ISO guidelines shall apply in relation to sampling.

**1.1.2.3 Quality Settlement.** Oil: basis 40% allowance/bonus 1.5%:1 i.e. for each percent (or fraction thereof) under 40% the Seller shall reimburse 1.5% of the contract price per tonne to ADM. For each percent (or fraction thereof) above 40% ADM shall pay a bonus of 1.5% of the contract price to the Seller.

Moisture: basis max. 9% moisture: 9%-6% = 0.5%:1 i.e. for each percent (or fraction thereof) under 9% - 6% ADM shall pay a bonus of 0.5% of the contract price. Goods with a water content of less than 6% shall be settled as regards quality like rape with 6% moisture. Goods with moisture in excess of 9% shall be deemed undried and can therefore be rejected. In the alternative ADM can claim an allowance against the contract price.

If upon analysis at ADM Spyck the Goods are found to have a water content in excess of 9% ADM shall charge the Seller drying costs calculated on the basis of the current scale of drying charges available on request.

Admixture: basis 2% max. 4% foreign material: under 2% = 0.5:1; above 2% = 1:1 i.e. for each percent (or fraction thereof) under 2% ADM shall pay a bonus of 0.5% of the contract price. For each percent (or fraction thereof) above 2% - 4% the Seller shall reimburse 1% of the contract price. Goods with foreign material exceeding 4% can be rejected.

FFA in the oil of the seed max. 2% Goods with over 2% FFA can be rejected.

Where non-conforming Goods are delivered and ADM does not exercise its right of rejection settlement shall be based on the following scale:

Admixture	Moisture	FFA
2 - 4% = 1:1	9 - 10% =1.5:1	2 - 3% = 2:1
4 - 6% = 2:1	10 - 10.5% = 2:1	above 3% = 2.5:1
above 6% = 3:1	10.5 - 11% =2.5:1	

**1.1.3 General.** The following special terms shall apply to purchases of rapeseed by ADM Rothensee GmbH & Co. KG and ADM International Sàrl:

**1.1.3.1 Storage.** In the event that acceptance of the Goods takes place at a third party warehouse, a warehouse warrant shall be issued in the name of ADM dated with the current date. The warrant shall not be endorsed or otherwise transferable and shall exclude rights or objections of third parties.

**1.1.3.2. Delivery.** The delivery date is to be agreed with ADM in due time quoting the contract number. Demurrage costs arising out of a failure to comply with agreed shipping advice/dates of unloading or uplifting shall be borne by the responsible party except in the case of Force Majeure. In the case of CIF contracts the Seller shall bear the risk of flooding/low water. If a delivery date has not been agreed within the contractual delivery period the non defaulting party can set the other party a time limit for the performance of the obligations under the contract, the period is to be set in accordance with § 18 of the Unified Contract Terms for the German Cereals Trade.

ADM requires a written guarantee from the Seller, that methods of transport used for delivery have not carried materials currently prohibited under European and national legislation on the feeding of processed animal protein (Verfütterungsverbots-Gesetz of 1/12/2000 and Verfütterungsverbots-Verordnung of 27/12/2000) in the two previous loads. Alternatively the submission of a cleaning certificate is also possible. ADM extends the statutory list of prohibited materials to include sludge and animal excrements (e.g. dry faeces). A statement confirming the above will be attached to ADM's acknowledgment of acceptance to be signed by the carrier. The Goods cannot be accepted without this signature.

**1.2 United Kingdom.** The following special terms shall apply to purchases of rapeseed in the UK:

**1.2.1 The Federation of Oils, Seeds and Fats Association Limited (FOSFA) Contract 26a** for UK rapeseed in bulk suitable for oil extraction ex farm/delivered in the edition current at the date of the contract and the following special terms shall apply to purchases of UK rapeseed on an ex farm/ex store/delivered basis:

**1.2.1.1 Assurance Schemes.** All merchants supplying rapeseed to ADM must hold a current TASC registration. All rapeseed supplied to ADM, whether via a third party or directly from farm must be supplied by a farm with an up to date farm assurance registration.

**1.2.1.2 Storage.** In the event that acceptance of the rapeseed takes place at a third party warehouse, a warehouse warrant shall be issued in the name of ADM dated with the current date. The warrant shall not be endorsed or otherwise transferable and shall exclude rights or objections of third parties. All store keepers must have a current TASC registration.

**1.2.1.3 Delivery.** All rapeseed shall be delivered by TASC registered hauliers only.

ADM has the right to reject any vehicle and its contents where one or more of the three previous cargoes is unacceptable as per current TASC regulations.

All vehicles must be accompanied by a Post Harvest Declaration Form (passport) correctly completed. Failure to do so will result in the vehicle and its contents being rejected at no cost to ADM.

**1.2.1.4 Payment.** Payments shall be made by self-billing invoice.

**1.2.2 FOSFA Contract 4a** for European oilseeds in bulk FOB and **FOSFA Contract 26** for European oilseeds CIF terms in the edition current at the date of the contract shall apply to purchases of UK rapeseed on an FOB or CIF basis with the exception of quality which shall be as per clause 4 of FOSFA Contract 26a to the extent that these terms are consistent with any special terms set out in the Order.

**1.3 The Czech Republic and Holland.** The special terms set out in clauses 1.1.2 and 1.1.3 above shall apply to purchases of rapeseed in the Czech Republic and Holland.

**1.4 Poland.** The following special terms shall apply to purchases of rapeseed by ADM International Sàrl in Poland:

**1.4.1 Subject Matter.** The subject matter of the contract shall be "00" rapeseed of conventional quality, grown from seed of qualified varieties, registered in the official catalogues of agricultural crop varieties, allowed for cultivation on the territory of the EU, having the following technological parameters: (i) up to 2% erucic acid content in fat; (ii) 7% base

moisture content; (iii) 2% base admixture content; (iv) free from store pests (grain mite, in particular); (v) glucosinolates level may not exceed 20 micromoles per 1g of defatted dry matter; (vi) sound seed, having typical odour. The quality assessment method is regulated by Polish Norm PN 90/R-66151 Industrial oil crops. Double zero rapeseed and agrimony seed. – an amended version as regards code of practice.

**1.4.2 ADM's Obligations.** ADM shall accept the Goods within the time limit agreed between the parties in the contract. During the period of deliveries ADM shall furnish the Seller with a settlement of the deliveries weekly. Upon delivery of the required documents by the Seller, ADM shall effect payment for the Goods purchased within the time limit specified in the contract.

**1.4.3 Seller's Obligations.** The Goods shall be delivered by rail to the destination station/by road transport to the collection places. In case of deliveries by rail the Seller shall load the Goods at the first standard rate and inform ADM in writing of each shipment made on the day of its dispatch.

Upon delivery to ADM's store the Seller shall submit a delivery note or a bill of lading, which shall include: document number, date, Seller's full name, name of Goods, contract number providing the basis for delivery, net and tare weight declared by Seller and Seller's quality certificate.

The Seller shall deliver to ADM invoices issued on the basis of the settlement of deliveries received from ADM, which shall provide the basis for payment.

**1.4.4 Quality Settlement.** Admixture: the basis for payment shall be total admixture content of 2%. In case of less than 2% admixture content, for each 0.1% of admixture below the base, 0.12% of the base price shall be added. In case of admixture content from 2.1% to 4%, for each 0.1% of admixture exceeding the base, 0.12% of the base price shall be deducted. In case of admixture content from 4.1% to 6%, for each 0.1% of admixture exceeding the base, 0.15% of the base price shall be deducted. In case of admixture content from 6.1% to 10%, for each 0.1% of admixture exceeding the base, 0.20% of the base price shall be deducted. Bedstraw seed content of over 2% disqualifies rapeseed for merchandise. The purchase of rapeseed with over 1% content of sprouted seed shall be subject to separate negotiations. The presence of live store pests, in particular grain mite, disqualifies the rapeseed, which shall not be accepted

by ADM. The Seller shall bear any and all financial consequences resulting therefrom.

Moisture content: the basis for payment shall be moisture content of 7%. In case of moisture content from 5% to 7.5%, the base price shall be applied. Acceptance of rapeseed with less than 5% and over 8% moisture content shall be subject to separate negotiations.

ADM may agree to a delivery of Goods with non-technological parameters within the below mentioned scope, subject to the following price deductions: (i) in case of total admixture content of over 10%, for each 0.1%, 0.2% of the base price shall be deducted; (ii) in case of moisture content from 7.6% to 8%, for each 0.1% of moisture exceeding the base, 0.05% of the base price shall be deducted; (iii) in case of moisture content from 8.1% to 9%, for each 0.1% of moisture exceeding the base, 0.15% of the base price shall be deducted; (iv) in case of moisture content of over 9.1%, for each 0.1% of moisture exceeding the base, 0.2% of the base price shall be deducted; (v) in case of untypical odour deductions are as follows: light odour of fermentation - 2 % off the price; light odour of mustiness - 2% off the price; (vi) should the erucic acid content exceed  $2\% \pm 0.5\%$ , deductions of 1% off the base price shall be applied for each 0.5% of erucic acid exceeding 2.5%.

All deductions and additional payments shall be calculated to two decimal places.

**1.4.5 Quality Assessment.** Total admixture content shall be examined with mechanic laboratory separator. Total admixture shall be admixture, remaining on the round mesh sieve of the cyclone separated in compliance with the device manual.

Complaints may be lodged not later than 14 days from the date of delivery. If the cause for complaint concerns more than one of the quality parameters, the complaints must be lodged simultaneously. Shell samples taken shall be kept at ADM's premises or stores rented by ADM until the final settlement of delivery, no longer, however, than 1 month from the day of sampling. ADM shall not hand over to the Seller the shell samples taken.

Should the quality assessment performed by ADM differ from the Seller's assessment (certificate) for moisture content and admixture by no more than 0.5%, the quality as indicated by the average of both analyses shall provide the basis for fixing the price.

In case of disputes on account of differences in the assessment of quality, as set forth in clause 1.4.1 items ii, iii and vi above, exceeding 0.5%, the basis for resolving the disputes shall be referee tests on ADM's archival samples conducted jointly at ADM's laboratory (upon a prior arrangement) or at WIJHAR-S in Poznań at the cost of the losing party. Referee tests concerning parameters set forth in clause 1.4.1 items i and v above shall be performed at the Plant Breeding and Acclimatization Institute (Instytut Hodowli i Aklimatyzacji Roślin) in Poznań at the cost of the losing party. The losing party is the party whose analysis most differs from the results of referee tests.

The Seller or his representative shall be entitled to participate at the acceptance and assessment of the Goods, involving a check for the moisture content and grain mite.

The basis for payment for the Goods shall be the quantity and quality of the Goods delivered by the Seller, stated using ADM's scales and in the course of analysing the samples.

Should ADM refuse to accept the Goods or place them at the disposal of the Seller, ADM shall draw up a protocol of refusal and hand it over to the forwarder. In case of delivery by rail, ADM shall notify the Seller by fax or telephone, providing the grounds for refusal to accept and placing the Goods at the Seller's disposal.

Any costs of deliveries returned to the Seller due to deviation from technological requirements specified in clause 1.4.1 above shall be borne by the Seller.

**1.4.6 Penalty.** In case of failure to execute or improper execution of the contract by either party or termination of the contract for reasons attributable to one party, such a party shall pay liquidated damages of 10% of the value of the Goods, which have not been delivered or accepted, at the price specified in the contract. Should either party incur a loss exceeding the value of liquidated damages, such party shall be entitled to supplementary compensation.

**1.4.7 GM Status/Registration.** Pursuant to the regulations on genetically modified food and feed and the regulations on monitoring and labelling of genetically modified organisms, the Seller warrants that the Goods are not subject to labelling requirements and that all the necessary measures have been taken in order to maintain the conventional quality of the raw material.

The Seller also warrants that, pursuant to the Ordinance by the Ministry of Agriculture and Rural Development dated 28.01.2005 on establishing a registration number granted by the District Veterinarian it is entered into the register of companies operating in the field of production and trade in animal feed and has been allocated a registration number.

**1.5 Other.** All other purchases of rapeseed shall be made under the terms of the relevant **FOSFA** or **INCOGRAIN Contract** and any special terms referred to in the Order.

**1.6 Fediol Pesticide Clause.** The following shall apply in relation to all rapeseed purchases (clauses 1.1-1.5 above): If any pesticide is found above MRL on contractual load or discharge-samples, the Goods are not in compliance with EU legislation and therefore ADM is entitled to reject the Goods and/or to claim damages for non-contractual performance.

## Section 2 – Sunflower Seed

**The Unified Contract Terms for the German Cereals Trade** in the edition current at the date of the contract shall apply to purchases of sunflower seed by ADM International Sàrl to the extent that they are consistent with the General Terms and Conditions set out in Part 1 and the special terms set out below:

**2.1 Quality.** The price applies to Goods which are healthy, dry and pure. The Goods are: (i) healthy if they are free of mould, beetle infestation, foreign odours, immature, burnt or otherwise damaged seed and if the FFA content in the oil does not exceed 2%; (ii) dry, if they are either naturally dry or have been dried to a maximum of 9% using a safe process; (iii) pure, if straw, chaff and other foreign material does not exceed 2% and (iv) free from living and/or dead pests.

ADM shall arrange for samples to be analysed for oil, moisture and admixture (and where necessary FFA) in a recognised laboratory (possibly ADM's laboratory). The fee for the first analysis of currently €25.50 per sample shall be borne by the Seller. The results shall be communicated to the Seller promptly. Upon receiving the results of the first analysis both parties have the right to apply for a full control analysis. The other party shall be notified of this within 5 working days. The costs shall be borne by the applicant. The mean of the two results shall form the basis for settlement. If the results of the first and second analysis vary by more than 1%, either party has the right to

arrange a third analysis by an agreed laboratory. The analysis fee shall be divided equally between the parties. Following issue of the third analysis the mean of the two results closest to each other shall form the basis of settlement. The analyses shall be carried out in accordance with the applicable ISO guidelines.

**2.2 Sampling.** The provisions set out in clause 1.1.2.2 above shall apply.

**2.3 Quality Settlement. Oil: basis 44% allowance/bonus 1.5%:1** i.e. for each percent (or fraction thereof) under 44% the Seller shall reimburse 1.5% of the contract price per tonne to ADM. For each percent (or fraction thereof) above 44% ADM shall pay a bonus of 1.5% of the contract price to the Seller.

Moisture: basis max. 9% moisture: 9%-6% = 0.5%:1 i.e. for each percent (or fraction thereof) under 9% - 6% ADM shall pay a bonus of 0.5% of the contract price. Goods with moisture in excess of 9% shall be deemed undried and can therefore be rejected. In the alternative ADM can claim an allowance against the contract price.

Admixture: basis 2% max. 4% foreign material; under 2% = 0.5:1; above 2% = 1:1 i.e. for each percent (or fraction thereof) under 2% ADM shall pay a bonus of 0.5% of the contract price. For each percent (or fraction thereof) above 2% - 4% the Seller shall reimburse 1% of the contract price. Goods with foreign material exceeding 4% can be rejected.

FFA in the oil of the seed max. 2% Goods with over 2% FFA can be rejected.

Where non-conforming Goods are delivered and ADM does not exercise its right of rejection settlement shall be based on the following scale:

Admixture	Moisture	FFA
2 - 4% = 1:1	9 - 10% =1.5:1	2 - 3% = 2:1
4 - 6% = 2:1	10 - 10.5% = 2:1	above 3% = 2.5:1
above 6% = 3:1	10.5 - 11% =2.5:1	

**2.4 Storage.** The provisions set out in clause 1.1.3.1 above shall apply.

**2.5 Delivery.** The provisions set out in clause 1.1.3.2 above shall apply.

**2.6 Fediol Pesticide Clause.** If any pesticide is found above MRL on contractual load or discharge-samples, the Goods are not in compliance with EU

legislation and therefore ADM is entitled to reject the Goods and/or to claim damages for non-contractual performance.

### Section 3 – Rapeseed Meal

**3.1 The Grain and Feed Trade Association (GAFTA) Contract 95** for arrival of feedingstuffs in bulk and **GAFTA Contract 102** for transshipment of feedingstuffs in bulk to the UK in the edition current at the date of the contract and the following special terms shall apply to purchases of rapeseed meal CIF-FO:

**3.1.1 Quality.** Minimum 34.5% Profat combined, moisture as per Fediol clause, as determined at loading by ADM laboratory.

**3.1.2 Quantity.** 10% more or less at the Seller's option at the contract price.

**3.1.3. Payment.** Payment will be made in cash on first presentation of the documents.

**3.1.4. For Declared Ports.** One safe berth – one safe port suitable vessels of similar size and draft on expected dates.

**3.2 GAFTA Contract 4** for UK produced cakes and/or meal in the edition current at the date of the contract shall apply to purchases of UK produced rapeseed meal to the extent that these terms are consistent with any special terms set out in the Order.

**3.3 GAFTA Contract 109** for feedingstuffs in bulk ex store/silo in the edition current at the date of the contract shall apply to purchases of rapeseed meal ex store to the extent that these terms are consistent with any special terms set out in the Order.

### Section 4 - Grain

**4.1 European Wheat CIF, C&F and FOB. GAFTA Contract 79/GAFTA Contract 80 and GAFTA Contract 79A** terms in the edition current at the date of the contract shall apply to purchases of European wheat on a CIF, C&F and FOB basis to the extent that they are consistent with the special terms set out below. All GAFTA 80 C&F contracts incorporate addendum GAFTA No. 23B introduced by GAFTA on 1/5/2006.

**4.1.1 Quality.** The wheat shall be fit for human consumption and for milling and baking, free from ergot, sprouted, heated, mouldy, shrivelled, discol-

oured, insect damaged grain, infestation (whether dead or alive) and objectionable smell or taste. The samples used to determine condition, shall be those taken as per GAFTA 124 sampling rules.

Where the contract specifies that quality is final at load, quality shall be determined by average sample taken at load, conjointly sealed by both ADM's and the Seller's superintendents as per GAFTA 124.

<b>Natural weight</b>	method ISO 7971
<b>Admixture</b>	GAFTA 124
<b>Moisture</b>	method ISO 712
<b>Protein basis</b>	minimum relevant % dry matter basis method ISO 1871 (n x 5.7)
<b>Hagberg</b>	minimum 250 falling number method ISO 3093
<b>Zeleny</b>	minimum relevant level

Samples to be taken and conjointly sealed every 100 metric tonnes by both ADM's and the Seller's superintendents. The superintendent for ADM will provide private analysis per 100 tonne samples and the average sample to both ADM and the Seller simultaneously after completion of load. ADM can opt to have the Seller's contractual samples analysed at LUFA, Germany at Seller's expense. If required, ADM's contractual samples to be analysed by the Campden BRI at ADM's expense. The average of the LUFA and Campden BRI tests shall be final.

ADM has the right to reject the cargo if the average of the analysis does not meet the contractual specifications, or if any 100 metric tonne sample tests are below the relevant per cent protein or below 250 hagberg falling number.

ADM has the right to reject the cargo at load if any one sample taken per 100 metric tonnes fails to comply with the quality provisions.

**4.1.2 Food Safety.** It is a condition of the contract that the wheat on delivery, complies with all applicable UK and European food safety and plant protection legislation and the Seller shall provide a written guarantee to this effect. Post harvest applications of diatomaceous earth (silica dust) are not acceptable to ADM and any wheat so treated should not be presented to ADM as part of any consignment.

It is a condition of the contract that the wheat on delivery, has not been subjected to, or derived from, any technique of genetic modification as defined in

article 2(2) of Directive 2001/18/EC, and that the wheat on delivery complies with Regulation (EC) No 1829/2003 (The GM Food and Feed Regulations) and Regulation (EC) No 1830/2003 (The Traceability and Labelling of GMOs Regulations). The Seller shall provide a written guarantee to this effect.

Any breach by the Seller of the terms of this clause entitles ADM to reject the wheat upon which the default clause of the relevant GAFTA contract in the edition current at the time of the contract, shall apply.

**4.1.3 Bills of Lading.** Consignee to be made out To order. Notify Address is: ADM Milling Limited, Kingsgate, 1 King Edward Road, Brentwood, Essex CM14 4HG, UK.

One original Bill of Lading to travel in ships bag for endorsement by ADM's agent at discharge. Two original Bills of Lading to be sent by courier to ADM's offices with invoice.

All Bills of Lading and Charter Parties to be subject to English Law and Arbitration in London.

**4.1.4 Nominations for CIF and C&F Contracts.** The vessel(s) nominated shall comply with the terms of the Institute Classification Clause. The intended performing vessel(s) shall be no more than 20 years old.

The intended performing vessel(s) shall be nominated at least 3 working days before commencement of lay days and ADM has the right to refuse a nomination within 24 hours but acceptance shall not to be unreasonably withheld. Nominations shall include the following declarations: ship IMO number, classification society (which must be a current member of IACS), year of construction, P and I Club, Lloyds 100A1 statement, three previous cargoes. Single deck cargo vessel suitable for grab discharge.

ADM shall be made aware, at the time of vessel nomination, of all Charter Party terms, with the exception of the freight rate, that are of direct concern at point of discharge.

The cargo shall be discharged within the number of total running hours as indicated under section 4.1.5, weather permitting, Friday 1700hours to Monday 0800hours and holidays excepted, even if used, in which event time used will not count. Laytime for discharge shall commence at 14.00hours, if notice of readiness is given up to and including 12.00hours and

at 08.00hours the following business day if notice is given during working hours after 12.00hours.

**4.1.5 Delivery.** In GAFTA No. 79 and GAFTA No. 80 contracts the extension of shipment clause shall be taken as deleted and in GAFTA No. 79A contracts the extension of delivery clause shall be taken as deleted.

Hours of discharge for CIF and C&F contracts (running hours, weather permitting):

	Vessels of 3000 t.	Vessels of 1600 t.
Leith	54 hours	42 hours
New Holland	48 hours	36 hours
Tilbury	48 hours	36 hours
Seaforth	48 hours	36 hours
Avonmouth	48 hours	36 hours

**4.1.6 Sampling and Reporting.** During loading, samples shall be taken per 100 tonnes and conjointly sealed with the Seller's superintendents. Each sample shall be of 1.5 kilos and stored in a moisture proof container. Two sets shall be taken, set number 1 to be kept for the Seller and set number 2 to be held for ADM.

Samples shall also be taken and conjointly sealed in accordance with GAFTA 124, sampling rules.

A 6-kilo sample taken from the average shall be couriered to ADM's Technical Centre in Avonmouth.

A half-kilo sample, taken from the average, conjointly sealed with the Seller's superintendent shall be couriered to the Campden BRI for Electrophoresis, this test will be for account of ADM. Electrophoresis results will be made available to both parties simultaneously.

A 1-kilo sample to be taken from the average and conjointly sealed with the Seller's superintendent shall be held by ADM's superintendent for possible contractual, pesticide residue, and mycotoxin analysis.

The full superintendent report, including private results shall be made available to both ADM and the Seller as soon as possible, usually a maximum of 24 hours after completion of load. This report shall be sent to ADM by e-mail: [wheatuk@adm.com](mailto:wheatuk@adm.com) or by fax: 00 44 1277 200291.

**4.1.7 Vessels.** It is a condition of the contract that the vessel is not to have carried mammalian pro-

tein, radioactive materials, animal or poultry wastes or sewage products in the previous 18 months. The following cargoes, if carried, are notifiable to ADM prior to fixing: toxic/corrosive materials (whether in bulk or packaged) glass, nuts and nut derivatives. Vessel holds must not have been painted within the previous 72 hours. The Seller shall provide a written guarantee to this effect. Any breach by the Seller of this condition entitles ADM to reject the wheat upon which the default clause of the relevant GAFTA contract current at the time of this contract, shall apply.

**4.1.8 Haulage.** The Seller shall instruct the haulier that before loading, the payload area of the vehicle (body or trailer) and the ground operated sheeting system (easi-sheet) should be inspected to ensure that it is fit for the carriage of goods for human consumption and that the vehicle is maintained in a clean state.

The Seller shall instruct the haulier to add to his exclusion list of materials all nuts and seeds which can generate anaphylactic reaction. This includes, but is not limited to almonds, brazil nuts, cashew nuts, chestnuts, cobnuts, hazelnuts, (filberts), macadamia nuts, peanuts, (groundnuts), pecan, pistachio nuts, walnuts, lupins, celery, mustard and sesame seeds. ADM requires any vehicle that has carried any form of GMO material, soya or soya product as a minimum to be swept clean prior to loading with wheat destined for a delivery point of ADM.

Trailers with auxiliary engines will be refused entry to all ADM's sites unless appropriately silenced. All vehicles must be fitted with reversing beepers.

All delivery documents must show the three previous loads carried by the trailer or body of the vehicle if appropriate. The Seller must advise ADM of this information before fixing the haulage.

**4.1.9 Guarantees and Analyses.** Guarantees required under these terms and conditions shall be supplied as part of the original ship documents.

A supplier guarantee confirming that the levels of DON, OTA and ZON in the cargo are below the current legal limits shall be supplied as part of the original ship documents. As soon as load samples are analyzed certificates confirming the guarantee should be supplied.

A 1-kilo sample shall be taken from the average and sealed for possible contractual pesticide residue, DON and Ochratoxin. ADM has the right to request

analysis of this sample at a first class laboratory to be mutually agreed between ADM and the Seller at the Seller's expense. If tested levels are in excess of those specified in the current regulations, ADM reserves the right of rejection, whether or not the wheat is within ADM's premises.

Supply of French Wheat should also come with the guarantee that "shipped goods are wheat originated from, and grown in France".

**4.1.10 Fumigation.** The cargo shall not be fumigated at load without ADM's approval. If fumigation is required, ADM shall specify the fumigation company with all costs for the Seller's account and the fumigation certificate shall form part of the shipping documents. The Seller shall also arrange for a gas free certificate to be produced prior to commencement of discharge. If representatives of ADM or the Seller at discharge find live infestation, the cargo shall be fumigated at the Seller's expense. Cargo to be fumigated in arrangement with Igrox Chemicals Ltd and the Igrox certificate of fumigation shall certify that there are no residues in greater levels than those prescribed in the Pesticides (Maximum Residue Levels in Crops, Food and Feeding Stuffs) Regulations 1999. All associated costs caused by the fumigation, including cancellation of labour, haulage, shifting charges shall be for the Seller's account. Also, all time lost, even if the vessel is on demurrage, shall be for the Seller's account.

**4.1.11 Payment.** Payment will be made in cash against complete documents, presented for the attention of: Wheat Department, ADM Milling Limited, Kingsgate, 1 King Edward Road, Brentwood, Essex CM14 4HG, UK.

Seller to provide bank address, SWIFT/BIC Code and account IBAN number in full. ADM requires three working days notice to set up or change bank details.

**4.2 European Wheat Ex Store/Delivered. GAFTA Contract 110** in the edition current at the date of the contract and the following special terms shall apply to purchases of imported wheat ex store/delivered:

**4.2.1 Quality.**

<b>Natural weight</b>	minimum 76kg/hl
<b>Screenings and Admixture</b>	Screenings Max 3% Admix Max 2% Combined Max 3%
<b>Moisture</b>	maximum 14.5% (method ISO 712)

<b>Protein basis</b>	Minimum 14% dry matter basis (method ISO 1871 (n x 5.7)) and minimum 14% any one sample
<b>Hagberg</b>	minimum 250 falling number (method ISO 3093) and minimum 250 f/n any one sample
<b>DON</b>	maximum 1.25 ppm deoxynivalenol (DON)
<b>OTA</b>	maximum 5 ppb ochratoxin A
<b>ZON</b>	maximum 100 ppb zearalenone

**4.2.2 Documents.** Cargo superintendents' reports (100 tonne sub lots) and mycotoxin certificates to be made available to ADM.

**4.3 UK Wheat Purchases by ADM Milling Limited.** The terms of the **Agricultural Industries Confederation (A.I.C.) No. 2 Grain Contract** current at the date of delivery on Quantity; Pre-Delivery Storage; Salmonella; Force Majeure; Consignment; Default; Arbitration; Time Limits For Claiming Arbitration and Insolvency shall apply to purchases of UK wheat by ADM Milling Limited to the extent that they are consistent with the special terms set out below:

ADM will observe the **nabim** Recommended Code of Practice for Mill Intake, but reserves the right to vary mill intake practices as deemed appropriate.

**4.3.1 Goods sold on description.** The following are the minimum/**maximum** specifications for standard contracts sold on description unless mill specific variations are agreed with ADM. All wheat supplied should be from the current harvest year crop.

<b>Variety</b>	<b>Nabim Groups 1 &amp; 2</b>	<b>Nabim Group 3</b>	<b>Nabim Group 4</b>
Protein (Dumas dry matter basis)	Min 13	Min 10.7	Min 10.7
Hagberg	Min 250	Min 180	Min 180
Screenings and Admixture	Screenings Max 3% Admix Max 2% Combined Max 3%		
Hardness (SKCS)	Min 45	Max 40	Min 45
Hectolitre Weight	Min 76 kg	Min 74 kg	Min 74 kg

**4.3.2 Moisture.** (Calibrated against ISO 712) All groups max 15.0%.

**4.3.3 Weighing.** A charge of **£7.50** (exclusive of VAT) will be levied, per load, by ADM on all deliv-

eries for the weighing services provided. The weights at ADM's premises at the time of delivery are final in all respects. Vehicles deemed to be overweight will be subject to rejection. The weighing charge will be treated as a reduction to the overall price payable for the Goods by ADM in accordance with clause 7.2 under Part 1 and not as a separate supply of services by ADM.

**4.3.4 Sampling and Testing.** Each delivery will be assessed separately on arrival at ADM's premises, sampled and tested to check that it conforms with the contract and the specifications. ADM will endeavor to advise the Seller of a claim within 24 hours by e-mail, fax or phone.

Where there is a disagreement on analysis between ADM and the Seller, the matter shall be referred to an independent laboratory, nominated by ADM, where an industry approved reference method of testing shall be employed, as listed in the Manual Of Methods Of Wheat And Flour Testing (Campden BRI Guideline Number 3, and as amended from time to time). Independent analysis must be requested by the seller within 28 days after delivery or 14 days after delivery if a moisture analysis is required. The independent result will stand when calculating the final claim on the delivery. The cost of the independent analysis shall be for the Seller's account, unless the delivery was found to be incorrectly rejected or if the difference between the results of ADM's and the independent analysis falls outside the allowed result difference shown below.

	<b>Result Difference</b>
<b>Protein</b>	Within 0.3%
<b>Moisture</b>	Within 0.3%
<b>Hagberg</b>	Within 25 falling number
<b>Natural Weight</b>	Within 0.5kg/hl
<b>Admixture</b>	Within 0.2%

**4.3.5 Origin.** Where delivery is to be made through third parties, the Seller must ensure that such third parties comply with these Terms and Conditions of Purchase in all respects.

**4.3.6 Quality. Screenings & Admixture:** A consignment of wheat must not contain more than 2% admixture and 3% screenings, with a combined weight of not more than 3%. Screenings are repre-

sented by the non-wheat tails of a 3.5mm sieve and the throughs of a 2mm sieve. Admixture represents other miscellaneous impurities to be found in the remainder of the sample tested.

Contamination: Each consignment must be free from any objectionable taint, smell or taste and be in suitable condition for entering the food chain. No consignment shall contain any element which renders the wheat unfit for flour milling. Such elements could include mud balls; any levels of unthreshed grain and straw; mite and other infestation (whether dead or alive); insect damaged grains; sprouted, heated, mouldy, shrivelled, pink or green grains, and levels of seed deemed to be unacceptable. This will be at ADM's discretion and ADM's decision will be final.

Gluten: Gluten must be present and have an elasticity, extensibility and colour satisfactory to ADM.

Ergot: Each consignment must be completely free from ergot.

If a test indicates that a delivery does not comply with the above conditions and the contract specifications in any respect, ADM may immediately reject the same. Any wheat thus rejected must be removed forthwith at the Seller's expense and will not be deemed a valid delivery.

**4.3.7 Food Safety.** The Seller warrants that the Goods are fit for human consumption and comply with all applicable UK and European food safety and plant protection legislation. Post harvest applications of Diatomaceous Earth (silica dust) are not acceptable to ADM, and any goods so treated should not be presented to ADM as part of any consignment.

The Seller warrants that the Goods supplied have not been subjected to, or derived from, any technique of genetic modification as defined in article 2(2) of European Directive 2001/18/EC and that the Goods on delivery comply with Regulation (EC) No. 1829/2003 (The GM Food & Feed Regulations) and Regulation (EC) No. 1830/2003 (The Labelling & Traceability of GMOs Regulation).

The Seller shall instruct the driver that, before loading, the payload area of the vehicle (body or trailer) and the ground operated sheeting system (easi-sheet) should be inspected to ensure that it is fit for the carriage of consumable goods and that the lorry is maintained in a clean state. The Seller must be TASC approved at the date of delivery and all wheat supplied is to be from RED TRACTOR FARM ASSURANCE (ACCS/SQC/FABBL/GENESIS),

SCOTTISH QUALITY CEREALS, (or equivalent) approved members current at the date of delivery.

**4.3.8 Documentation.** Each delivery must be accompanied by a fully completed and signed Grain Passport (Pesticide and Inspection of Vehicle Declaration) which must include the appropriate assurance scheme membership sticker or paperwork. The Seller shall ensure that each delivery is also accompanied by a delivery note which must set out (i) the wheat variety (ADM **ONLY** accepts single variety deliveries); (ii) the contract against which the wheat is being tendered; (iii) the Seller's name and (iv) a recent history of previous trailer bulk loads. ADM reserves the right to carry out random checks on the previous three loads and the Seller will be asked for evidence of this.

Failure to provide all of this information at the time of delivery will entitle ADM to reject the load.

**4.3.9 Haulage.** The Seller warrants that all deliveries comply with the AIC Code of Practice for Road Haulage (for combinable crops, animal feed materials and as-grown seeds) current at time of delivery. All nuts and seeds, which can generate anaphylactic reaction, shall be added to the Code's Haulage Exclusion list. This category includes, but is not limited to, almonds, brazil nuts, cashew nuts, chestnuts, cobnuts, hazelnuts (filberts), macadamia nuts, peanuts (groundnuts), pecan, pistachio nuts, walnuts, lupins, celery, mustard and sesame seeds. ADM requires any wagon that has carried any form of GMO material as a minimum to be swept clean prior to loading with wheat destined for a delivery point of ADM.

Each vehicle trailer must have its identification recorded on the Grain Passport.

No farm tractors/trailers will be accepted at ADM's sites. Trailers with auxiliary engines will be refused entry to all ADM's sites, unless appropriately silenced. All vehicles must be fitted with reversing beepers.

All deliveries should be presented as full loads (basis 29mt). Part loads may result in rejection, unless previously arranged with ADM.

**4.3.10 Payment.** ADM shall pay the price on average 30 days after the date of delivery. Payments shall be made by BACS Credit Transfer directly to the Seller's nominated bank. ADM to self-bill on the Seller's behalf where appropriate.

**4.4 Other.** The terms of the **A.I.C. No. 1 Grain Contract** (for UK grain purchases from farmers) or the **A.I.C. No. 2 Grain Contract** (for purchases of wholesale (traded) grain) current at the date of delivery shall apply to all other purchases of grain to the extent that they are consistent with the Order.

## Section 5 – Cocoa Products

**5.1 Cocoa Beans.** The **Federation of Cocoa Commerce Limited (FCC) Contract Rules for Cocoa Beans** current at the date of the contract shall apply to purchases of cocoa beans.

**5.2 Liquid Cocoa Products.** The **FCC Contract Rules for Liquid Cocoa Products by Tankers (Road and Rail) or ISO Tank Containers on Buyer's Call** current at the date of the contract shall apply to purchases of liquid cocoa products.

**5.3 Packed Cocoa Products.** The **FCC Contract Rules for Packed Cocoa Products on Buyer's Call; the FCC Contract Rules for Shipment of Packed Cocoa Products in Containers on C and F, CIF, CPT or CIP terms and the FCC Contract Rules for Shipment of Packed Cocoa Products in Containers on FOB Terms** current at the date of the contract shall apply to purchases of packed cocoa products.

## Section 6 – Process Materials, Chemicals, Additives, Packaging, Laboratory Materials and Technical/Safety Equipment

The following special terms shall apply to purchases of process materials, chemicals, additives, packaging, laboratory materials and technical/safety equipment:

**6.1 Documentation.** Each Order shall be acknowledged promptly in writing along with giving the shipping date. A Shipping Notice shall be forwarded on the date of shipment to the invoice and delivery address indicated in the Order. If both are the same, only one notice is required.

Each Order shall be invoiced separately on the day of shipment. The complete Order number, including prefix and suffix, must be shown on all invoices, shipping papers, shipping containers, and freight bills. The ADM code or property number, if shown on the Order, must be shown for each item on all invoices, shipping papers, and shipping containers. In the case of any capital equipment item for which a code or property number is indicated in the Order the

complete name plate data for that item must be shown on the invoice. All allowed freight must be prepaid.

The following shall be provided by the Seller upon delivery if applicable: (i) certificate of conformity, (e.g. CE) showing conformity to the specifications and representative for the truckload; (ii) CMR filled in completely (required information is: sold to name, ship date, ship from, transport company, trailer number, Order number, "call off number", destination and seal numbers); (iii) all custom certificates (if applicable) confirming that import duties have been properly paid. Any technical documents shall be supplied in the local language.

**6.2 Sealing Procedure** (if applicable). Definitions: (i) properly sealed shall mean that all points of entry are adequately secured with a tamper evident seal; (ii) adequately secured shall mean that the access point cannot physically be opened without breaking or noticeably damaging the seal; (iii) tamper evident shall mean that noticeable physical damage occurs to the seal when access to the point of entry is obtained.

All shipments shall be properly sealed with a seal that has a unique number on the locking mechanism. The number of seal points will vary according to the design of the container. All locations of the container such as lids, vents, pump and/or cabinet, hose tubes, exposed pipe flanges and any other fixtures that provide access to the product must be sealed. Drums, vessels, gallons or any other type of container should be properly sealed. All seal numbers shall be mentioned on separate sealing certificates or on the CMR which goes with the load. To unlock the seals the Seller shall follow the procedure set forward by the relevant ADM plant.

**6.3 Quantity.** ADM shall not be under any minimum purchase obligation vis-à-vis the Seller and the Seller will not get an exclusive contract from ADM. During the contracted period, ADM is not obligated to call on even quantities of the purchased Goods and will not be engaged to provide the Seller with a schedule for the call of aforementioned products.

**6.4 Delivery.** During the contractual period, the Seller will deliver the Goods at any time on the request of ADM. If the Seller fails to provide the requested Goods the Seller will purchase them from a third party after permission by an authorized ADM employee. In such case delivery continues at the Seller's expense.

In the event of changes to national or European acts or regulations affecting the usability or saleability of the Goods, ADM shall not be bound and shall be under no obligation to the Order or to any other agreement connected to the purchase of the Goods.

**6.5 Usage Report.** The Seller will provide a 3 monthly usage report electronically in Microsoft Excel detailing by location, the quantity purchased, and ADM's current cost.

## Section 7 – Services

The following special terms shall apply to purchases of Services:

**7.1 Seller's Employees.** For the duration of the period that the Services are being provided, the employment of any employee of the Seller shall remain with the Seller and shall not pass or otherwise transfer to ADM and nothing in the contract shall be construed or have effect as constituting any relationship of employer and employee between ADM and the employees and/or subcontractors of the Seller. The Seller agrees that it is performing the Services as an independent contractor and will retain all responsibility for payment of any Income Tax, Social Security Contributions, and other taxation that may arise from the provision of the Services, and will indemnify ADM against any expense incurred by ADM as a result of ADM having to pay any tax, Income Tax or Social Security Contributions and/or make any deductions at source in respect of the Services.

**7.2 Sub-contractors.** The Seller shall not, without the prior written consent of ADM, appoint any sub-contractor to carry out its obligations under the contract. In the event that the Seller appoints a sub-contractor to perform its obligations it shall remain liable to ADM for the performance of all its obligations and shall ensure that any such sub-contractor reads and understands the implications of the contract.

**7.3 Access and Working Hours.** ADM shall provide the Seller with such access to its premises as may be reasonably required for the purposes of providing the Services, provided that the Seller shall first have provided ADM with details of the personnel who are to provide Services at ADM's premises and obtained authorisation from ADM.

The Seller shall generally work within ADM's normal working hours. At ADM's request the Seller

shall also be obliged to perform the Services outside ADM's normal working hours.

**7.4 Prior approval for additional work.** The price of the Services shall be inclusive of all ancillary and other works and expenditure, whether separately or specifically mentioned or described or not, which

are either indispensably necessary to carry out and bring to completion the Services, or which may contingently become necessary to overcome difficulties before completion. Notwithstanding the aforementioned, any additional Services require prior written approval by ADM.

### SCHEDULE – ADM COMPANIES

Country	ADM Company	Address
<b>Czech Republic</b>	ADM Prague s.r.o	Klimentská 1216/46, 110 00 Praha 1
	ADM Trading Prague s.r.o	Lomnického 1705/9, 140 00 Praha 4
<b>France</b>	Société Industrielle des Oléagineux	12 Rue de General de Gaulle, 62053 Saint-Laurent Blangy
<b>Germany</b>	ADM Beteiligungsgesellschaft mbH	Nippoldstrasse 117, 21107 Hamburg
	ADM Hamburg Aktiengesellschaft	Nippoldstrasse 117, 21107 Hamburg
	ADM Mainz GmbH	Dammweg 2, 55130 Mainz
	ADM Rothensee GmbH & Co. KG	Nippoldstrasse 117, 21107 Hamburg
	ADM Spyck GmbH	Rheinstrasse, 47518 Kleve
	Schokolade-Industrie Herrmann GmbH & Co. KG	Neckarvorlandstrasse 21-25, 68159 Mannheim
	Silo P. Kruse Betriebs- GmbH & Co. KG	Blumensand 31-33, 21107 Hamburg
	Silo Rothensee GmbH & Co. KG	Nippoldstrasse 117, 21107 Hamburg
<b>Ghana</b>	ADM Cocoa Ghana Ltd	PO Box 1966, Kumasi
<b>Ivory Coast</b>	Unicao SA	15 BP 406, 15 Abidjan
	Unico SA	01 BP 1289, 1 Abidjan
<b>Netherlands</b>	ADM Cocoa B.V.	Stationsstraat 76, 1540 AA Koog aan de Zaan
	ADM Specialty Ingredients (Europe) B.V.	Stationsstraat 76, 1540 AA Koog aan de Zaan
	Archer Daniels Midland Europe B.V.	Stationsstraat 76, 1540 AA Koog aan de Zaan
	Archer Daniels Midland Europoort B.V.	Elbeweg 125, 3198 LC Europoort
	Archer Daniels Midland Nederland B.V.	Stationsstraat 76, 1540 AA Koog aan de Zaan
<b>Poland</b>	ADM Direct Polska Sp. Zo.o.	Ul. Chrobrego 29, 64-500 Szamotuly
	ADM Szamotuly Sp. Zo.o.	Ul. Chrobrego 29, 64-500, Szamotuly
	Baltycki Terminal Zbozowy Sp. Zo.o.	Ul. Indyjska 2, 81-336, Gdynia
<b>Singapore</b>	ADM Cocoa Pte Ltd	342 Jalan Boon Lay, 619527 Singapore
<b>Switzerland</b>	ADM International Sàrl	A One Business Center, Z.A. Vers-la-Pièce, Route de

		l'Etraz, CH-1180 Rolle, Switzerland
<b>Ukraine</b>	CJSC Imez	Pratsi Square 4b/11 – Illichivsk, 68001, Odessa
<b>UK</b>	ADM Cocoa Hull Ltd	ADM Classic Couverture, 10 Estuary Banks, Liverpool L24 8RB
	ADM Milling Ltd	Kingsgate, 1 King Edward Road, Brentwood CM14 4HG
	ADM Trading (UK) Ltd	Church Manorway, Erith DA8 7DL
	Archer Daniels Midland Erith Ltd	Church Manorway, Erith DA8 7DL
	Archer Daniels Midland (UK) Ltd	Church Manorway, Erith DA8 7DL
	Pura Foods Ltd	London Road, Purfleet, Essex RM19 1SD