

Bunge UK Limited ("Bunge") – Terms and Conditions of Business for Commodities

We have pleasure in setting out below Bunge's Terms and Conditions of Business for Commodities, which shall apply to all purchases of Commodities made by Bunge from you and all sales of Commodities made by Bunge to you.

SECTION 1: TERMS APPLYING TO ALL CONTRACTS

1 Definitions

- 1.1. "Business Days" means any day which is not a Saturday or Sunday or public holiday and on which banks in London are open for business.
- 1.2. "Commodity" or "Commodities" means all products purchased by Bunge from you or sold by Bunge to you, including cereals, animal feeds and soya products, pulses and oilseeds and, where applicable, seeds, fertilisers or services (including, but not limited to, Commodity haulage or storage).
- 1.3. "Contract" means the agreement between Bunge and you for the sale and purchase of a Commodity or Commodities, the full and exclusive terms and conditions of which are contained in the Bunge Confirmation, these Bunge Terms, the Standard Form Contract as per clause 4 below, where applicable as per clause 19 below, any Receiver's Terms and Conditions.
- 1.4. "Bunge Confirmation" means the contract confirmation sent by Bunge to you, setting out the key terms of the parties' agreement.
- 1.5. "Bunge Terms" means these Terms and Conditions of Business for Commodities.
- 1.6. "Receiver" means, for purchases of Commodities by Bunge from you, the operator of the ultimate destination of the Commodities.
- 1.7. "Receiver's Terms and Conditions" means the standard terms and conditions of the Receiver, referred to in clause 19 below.
- 1.8. "Red III Directive" means the Directive (EU) 2018/2001, as amended by Directive (EU) 2023/2413.
- 1.9. "Standard Form Contract" means any one of the contract forms referred to in clause 4 below.
- 1.10. "Voluntary Schemes" means the voluntary schemes recognized in accordance with Article 30(4) of the Red III Directive.

2 Interpretation

- 2.1 The Contract shall be governed by the Bunge Confirmation, Bunge Terms, the Standard Form Contract expressly named on the Bunge Confirmation (if any) and, where applicable, the Receiver's Terms and Conditions. In the event of any conflict between the terms contained in such documents, the terms shall prevail in the following order: Bunge Confirmation, Bunge Terms, Receiver's Terms (if applicable as per clause 19), Standard Form Contract.
- 2.2 The headings and sections of these Bunge Terms are inserted for convenience only and shall not affect the construction or interpretation thereof.

3 **Conclusion of Contracts and Incorporation of Bunge's Terms**

- 3.1 Each Contract concluded by Bunge with you, whether concluded by email, telephone, the internet, the Grainman website, Grainmate app, or otherwise, shall be confirmed by the issue of a Bunge Confirmation and (whether or not mentioned on the face of such Bunge Confirmation or during pre-contract negotiations) shall incorporate these Bunge Terms.
- 3.2 The Bunge Confirmation and these Bunge Terms shall prevail over any contract confirmation you may issue.
- 3.3 The Bunge Terms are available the Bunge UK Ltd website (<https://www.bunge.com/united-kingdom>), Grainman website (<https://www.grainman.co.uk/> and click "T&C's" at the bottom of the page), and the Grainmate app, and will be sent by Bunge via email or mail on request.

4 **Standard Form Contracts**

- 4.1 Unless otherwise agreed by both parties and confirmed in writing on the Bunge Confirmation, all other terms and conditions not in contradiction with the Bunge Confirmation and these Bunge Terms shall be as per the version of the following contracts applicable at the time of concluding the Contract.
 - a) Cereals and Pulses: AIC 1-21 Ex-Farm and 2-21 Wholesale trade
 - b) Oilseed Rape: FOSFA 26A for ex farm and delivered, FOSFA 4A for FOB and FOSFA 26 for CIF
 - c) Linseed: FOSFA 9A
 - d) Soya & Animal Feeds: GAFTA 109 or AIC 3-21 – Agreed at time of the contract.
 - e) Grains (FOB UK & Ireland): GAFTA 79A
 - f) Grains (FOB EU): GAFTA 64
 - g) Grains (CIF/C&F/C&FFO/CIFFO UK & Ireland): GAFTA 79
 - h) Grains (CIF/C&F/C&FFO/CIFFO EU): GAFTA 80A
 - i) Feedingstuffs (CIF/C&F/C&FFO/CIFFO to the UK): GAFTA 103

5 **Risk**

Risk of loss, contamination, deterioration or damage to the Commodity shall pass from the seller to the buyer at the time of delivery in accordance with the Bunge Confirmation and the appropriate delivery clause in the relevant Standard Form Contract (as referred to at clause 4 above).

6 **Setoff**

Without waiver or limitation of any rights and/or remedies, Bunge shall be entitled to deduct, from any amounts due or owing by Bunge or its Affiliates (as defined below) to you or your Affiliates in connection with this Contract, any and all amounts claimed, invoiced and/or owing at any time by you or your Affiliates to Bunge or its Affiliates under this or any other Contract between you (or your Affiliates) and Bunge (or its Affiliates), whether or not such amounts have fallen due for payment.

7 **Insolvency**

If, before the fulfilment of any Contract between you and Bunge you suspend payments, notify your creditors that you are unable to meet your debts or that you have or are about to suspend payment of your debts, convene, call or hold a meeting of creditors, propose a voluntary arrangement, have

an administration order made, have a winding up order made, have a receiver or administrator appointed, convene, call or hold a meeting to go into liquidation (other than for re-construction or amalgamation), become subject to an Interim Order under Section 252 of the Insolvency Act 1986, or have a Bankruptcy Petition presented against you (any of which acts being hereinafter called an "Act of Insolvency") then Bunge shall, without prejudice to any of its other rights against you, be entitled to do any or all of the following:

- a) Close out any open Contract(s) with you at a closing out price ascertained in accordance with clause (a)(i) below:
 - (i) The closing out price shall be, at Bunge's option, either the market price of the Commodity on the first Business Day after Bunge first learnt of the Act of Insolvency or the market price of the Commodity at the date on which the Act of Insolvency occurred. In all cases Bunge shall have the option, but shall not be obliged to, of establishing the closing out price by re-purchase or re-sale. In each case the difference between the contract price and closing out price shall be the amount payable under this contract.
- b) Set-off any and all amounts payable by you or any of your affiliates ("Affiliates" shall mean any company or legal entity which directly or indirectly, controls, is controlled by, or is under common control with a party. "Control" means (i) direct or indirect ownership of more than fifty percent (50%) of the outstanding capital shares of company or legal entity, or for a legal entity that does not have outstanding capital shares, more than fifty percent (50%) of the ownership interest of such legal entity, (ii) the ability to appoint a majority of directors to the board of directors of a company or legal entity, or for a legal entity that does not have a board of directors, the functional equivalent of a board of directors, and/or (iii) the ability to manage and operate, and direct the business affairs, of a company or legal entity; provided that, a company or legal entity will be deemed an Affiliate only for so long as Control exists.) to Bunge or any of its affiliates under any other Contract (whether upon a closing out or otherwise) against any amounts due to you by Bunge or any of its affiliates under any Contract.
- c) Cancel and/or suspend its performance under any or all Contracts then outstanding with you without liability to you.
- d) With respect to Contracts under which Bunge has sold to you and delivered the Commodities to you or to your nominated consignee, Bunge shall be entitled to take possession and/or collect the Commodities and/or enforce any security in cases where the Commodities remain unpaid, provided by you or on your behalf.

8 Compliance with Laws

8.1 General Compliance Clause:

The parties warrant, represent and undertake to each other, that they will comply with the Sanctions Laws and Applicable Anti-Corruption Legislation (each as defined below), as well as all applicable anti-money laundering and tax laws in connection with the performance of the Contract. The foregoing shall not be interpreted to include any restriction prohibited by U.S. anti-boycott laws and

regulations.

8.2 General Sanctions Clause:

The parties represent, warrant and undertake to each other that:

- a) Seller and Buyer comply with all U.S., UN, EU, Swiss and U.K. economic sanctions laws related to transactions with restricted countries, persons and entities (the "Sanctions Laws"). Buyer therefore agrees that the goods will not be resold to a restricted destination, person or entity, or be transshipped in or transited through a restricted destination, or be transported on a vessel or by other carrier owned, operated, controlled, flagged or chartered by any country, person or entity that would cause Seller or a person subject to U.S. jurisdiction to be in violation of the Sanctions Laws. Seller has the right to reject any restricted destination, vessel, person or entity that would cause Seller or a person subject to U.S. jurisdiction to be in violation of the Sanctions Laws. Should the payment of the goods be impeded by the Sanctions Laws, Buyer shall ensure that such payment be effected through a channel that Seller is permitted to accept unless any such payment problems are a result of Seller's contravention of the Sanctions Laws. Additionally, (i) both parties undertake that they will fully comply with the Sanctions Laws in their performance hereunder; and (ii) Seller agrees the goods will not directly or indirectly originate from, be provided by or be transported on a vessel, or with any carrier, owned, operated, controlled, flagged or chartered by any country, person or entity that would cause Buyer to be in contravention of the Sanctions Laws.
- b) neither they nor any of their subsidiaries (collectively, the "Parties") or directors, senior executives or officers, or to the knowledge of the Parties, any person on whose behalf the Parties are acting in connection with the Contract, is an individual or entity ("Person") that is, or is directly or indirectly owned 50% or more, individually or in the aggregate, or controlled by, a Person (or Persons) that is the subject of any economic or financial sanctions or trade embargoes administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the U.S. Departments of State or Commerce, the United Nations Security Council ("UNSC"), the European Union ("EU"), the Swiss State Secretariat for Economic Affairs ("SECO"), the U.K. HM Treasury Office of Financial Sanctions Implementation ("OFSI") , (collectively, a "Sanctioned Person"). The foregoing shall not be interpreted to include any restriction prohibited by U.S. anti-boycott laws and regulations.;
- c) no Sanctioned Person has any beneficial or other property interest in the Contract nor will have any participation in or derive any other financial or economic benefit from the Contract in violation of the Sanctions Laws,
- d) they will not use, or make available, the Commodity or funds (as applicable) provided by the other party in terms of the Contract (i) to fund or facilitate any activities or business of, with or related to any Sanctioned Person in violation of Sanctions Laws, or (ii) in any manner that would result in a violation of Sanctions Laws, and

- e) they will not use or make available the Commodity or funds (as applicable) provided by the other party in terms of the Contract to fund or facilitate any activities or business of, with or related to any country or territory that is the subject of comprehensive (i.e., country-wide or territory-wide) Sanctions Laws (including, as of the date of signature of this Contract, Cuba, Iran, North Korea, Crimea and the non-government controlled areas of Ukraine in the oblasts of Donetsk, Kherson, Luhansk and Zaporizhzhia) (a "Sanctioned Country"), unless such activity complies with all applicable Sanctions Laws and does not place either party in violation of the Sanctions Laws. The Buyer will inform the Seller immediately, but latest prior to commencement of loading/prior to shipment, about any sale to a Sanctioned Country.

If either party is of the reasonable opinion that the other party has breached this clause, it may (without incurring any liability of any nature to the other party whatsoever) terminate or suspend all or any part of the Contract with immediate effect by notice to the other party or take any other action it deems necessary in order for it to comply with applicable Sanctions Laws. The other party shall be liable for any and all costs, liabilities and expenses whatsoever incurred by it due to exercising its rights under this clause.

8.3 Anti-corruption Clause:

- a) Both Parties understand that the performance of this Contract is subject to all applicable anti-corruption and anti-bribery laws and regulations adopted by the United States, the European Union (and its Member States), the United Kingdom, Switzerland, the United Nations and any applicable jurisdiction, including without limitation, the United States Foreign Corrupt Practices Act ("FCPA"), UK Anti-Bribery Act 2010, as amended from time to time, (collectively, "Applicable Anti-Corruption Legislation"). Both Parties represent and warrant that they have 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 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 this Contract. Both Parties understand and accept that the other party and its affiliates are committed to complying with the Applicable Anti-Corruption Legislation 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 Applicable Anti-Corruption Legislation. 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. The Parties shall not pay a facilitation payment being a payment or offer made to Government Officials with the intention of enabling or speeding up the process of a service that the payer is entitled to. The Parties shall not engage in other acts or transactions in violation of the Applicable Anti-Corruption Legislation.

- b) If either party is in breach of this clause, the other party may (without incurring any liability of any nature to the party in breach whatsoever) terminate or suspend all or any part of the Contract with immediate effect by giving notice to the party in breach or take any other action it deems necessary in order for it to comply with Applicable Anti-Corruption Legislation. The party in breach shall be liable for any and all costs, liabilities and expenses whatsoever incurred by it due to exercising its rights under this clause.

8.4 Vessel Compliance Clause

The parties warrant and represent that they will not nominate and/or appropriate any vessel in the performance of their obligations under this Contract in violation of the Sanctions Laws or which would put either party in breach, or under Designation Risk, of the Sanctions Laws. The foregoing shall not be interpreted to include any restriction prohibited by U.S. anti-boycott laws and regulations.

Either Party will have the right to reject any nomination and/or appropriation which (a) violates any Sanctions Laws, (b) puts either party in breach, or under Designation Risk, of any Sanctions Laws, or (c) otherwise involves a vessel that is the subject of any Sanctions Laws (including, but not limited to, vessels that are the subject of Sanctions Laws due to ownership or country of registration, or that appear on any Sanctions list pursuant to the Sanctions Laws), by serving a rejection notice on the other party detailing the grounds for the rejection. Service of such notice shall not constitute a breach of this Contract and parties shall not be liable to the other party for any losses, claims, costs, expenses, damages or liabilities arising in connection with any such rejection. If either Party rejects a nomination and/or appropriation on these grounds, it shall be entitled, at their sole discretion, to (i) require the other party to promptly nominate and/or appropriate a suitable substitute vessel; or (ii) terminate this Contract. "Designation Risk" is present where there is credible evidence that the nominated/appropriated vessel has engaged in conduct in violation of the Sanctions Laws within the past year.

To the full extent permitted by applicable law, the parties shall indemnify each other against any and all costs, expenses, losses and liabilities it incurs as a result of the other party nominating and/or appropriating a vessel in breach of this clause.

Any exercise by the party of its right under this clause shall be without prejudice to any other rights or remedies of it under the Contract.

9 Limitation of Liability

- (i) Neither party shall be liable to the other for any loss of profit, actual or anticipated profit, interest, revenue, anticipated savings or business, damage to goodwill, loss of production, indirect, consequential or special losses or damage, loss of data or other equipment or property, economic loss or damage, or liability for loss or damage of any nature whatsoever suffered by third parties, including in each case incidental and punitive damages, whether in contract, tort or otherwise, of any kind, arising out of or in any way connected with the performance, the suspension of performance, the failure to perform; or the termination of the Contract. (ii) Bunge's maximum liability for loss, damage and delay is limited to 5% of the total purchase price agreed for the Commodity. For the avoidance of doubt, this limitation shall not apply to the counterparty's payment obligations or to either party's indemnification obligations under clause 8.

10 **Waiver**

No waiver by either party of any right, power or remedy or of any provision of the Contract and no amendment of any provision of the Contract shall be effective unless and to the extent that it is expressly made and reduced to writing.

11 **Assignment**

Neither party shall assign, transfer, or delegate any of its rights and/or obligations under the Contract without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).

12 **Severability and Survivability**

If any provision of the Contract is declared by any court or tribunal of competent jurisdiction to be void, invalid, illegal or otherwise unenforceable, either in whole or in part, any such declaration shall not affect the validity, legality or enforceability of the remaining provisions or any part of the Contract, all of which shall remain in full force and effect.

Clauses 6, 7, 8, 9, 13, 14, 15, 16 and 18 shall survive termination or expiry of the Contract.

13 **Entire Agreement**

The Contract contains the final agreement and understanding between the Parties and is the complete and exclusive statement of the terms. No amendment or modification to the Contract shall be binding or effective unless executed in writing by duly authorised representatives of both parties.

14 **Confidentiality**

The Contract is confidential and shall not be disclosed, except (a) to governmental authorities, (b) to the extent that one Party is required by law to disclose the Contract, (c) to a Party's Affiliates, professional advisers, auditors or financing parties (provided such recipients are bound by obligations of confidentiality no less restrictive than this clause), or (d) as otherwise agreed in writing and signed by both parties.

15 **Third Party Rights**

Except as expressly provided in this Contract, a person who is not a party to the Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or otherwise rely upon, any term of the Contract.

16 **VAT**

All amounts payable under the Contract are exclusive of VAT. Where VAT is chargeable on any supply made under or in connection with the Contract, the recipient of that supply shall pay to the supplier, in addition to the amount payable for the supply, an amount equal to the VAT properly chargeable, subject to receipt of a valid VAT invoice where required by law. Where any reverse charge applies, the recipient shall account for VAT in accordance with applicable law and the supplier shall not charge VAT except to the extent required by law. Each party shall provide such information, documentation and assistance as may reasonably be required to determine and support the correct VAT treatment of any supply under the Contract and shall promptly notify the

other party of any matter that may affect that VAT treatment. If HM Revenue & Customs determines that VAT is chargeable in respect of a supply which the parties had treated differently, the recipient shall pay any VAT properly due, subject to receipt of a valid VAT invoice where required by law. Each party shall be responsible for any interest, penalties, costs or similar amounts arising from its own failure to comply with applicable VAT requirements or from inaccurate information provided by it.

17 Notices

Any communication by either party to the other will only be deemed correctly made if sent by registered post, facsimile transmission (with confirmation sheet) or email to the specified address and details of the other party, as indicated below.

The notice will be deemed to have been given at the time and day of receipt for registered post and for other rapid communication methods, facsimile, and email the notice will be deemed to have been given on the transmission date and time.

Any notice (including, but not limited to, nominations, declarations, etc.) must, to be effective, be sent/served/delivered under this contract by facsimile and/or email to the party to be served at the following address/details only.

Bunge's operational contact:

Email: grainforwarding@bunge.com

Address: Bunge UK Limited Warren House, Bell Lane Thame, OX9 3AL

Any notice not given in strict accordance with this clause shall be deemed not validly served.

18 Governing Law and Dispute Resolution

The Contract shall be governed by and construed in accordance with English law. Any disputes arising out of or in connection with the Contract or any documents making up the Contract (i.e. the Bunge Confirmation, Bunge Terms, the Standard Form Contract and the Receiver's Terms and Conditions) shall be resolved in accordance with the arbitration clause set out in the relevant Standard Form Contract, as referred to at clause 4 above. Where no Standard Form Contract applies or no arbitration clause is specified, the parties submit to the exclusive jurisdiction of the courts of England and Wales.

SECTION 2: TERMS APPLYING ONLY TO CONTRACTS WHERE BUNGE IS THE BUYER

The terms set out in this Section 2 (clauses 19-36) are applicable only to Contracts where Bunge is purchasing Commodities from you. In this Section 2, references to the "Seller" are to you.

19 Incorporation of Receiver's Terms and Conditions

- 19.1 The Receiver's Terms and Conditions for purchase and/or delivery are expressly incorporated into the Contract.
- 19.2 The identity of the Receiver and delivery destination is available from Bunge on receipt by the Seller of collection instructions.
- 19.3 Copies of the Receiver's Terms and Conditions are available on Bunge's "Grainman" website (www.grainman.co.uk) as and when published by the Receiver, or from Bunge on written request. The Seller is responsible for reviewing the applicable Receiver's Terms and Conditions prior to delivery. An explanation of the reason why the inclusion of Receiver's Terms is necessary can be found on the "Grainman" website in the Documents section under "Receiver's Terms".
- 19.4 The Receiver's Terms and Conditions are incorporated on an un-amended and non-negotiable basis. Bunge makes no representations, warranties or guarantees as to the content, accuracy or otherwise of the Receiver's Terms and Conditions.

20 Contracts concluded through 'Grainman' website and 'Grainmate' app

- 20.1 All contracts entered into through www.grainman.co.uk and the **Grainmate app** (which can be downloaded from the Apple App store) shall be with Bunge UK Limited as the buyer. Bunge shall use reasonable endeavours to ensure that all prices displayed on the websites www.grainman.co.uk and **Grainmate app** are accurate. However, the price of the offer shall not be binding until validated by Bunge prior to confirming the Contract.
- 20.2 In the event of a discrepancy due to technical problems or clerical error, Bunge shall contact the Seller to state the correct price. When informed of a discrepancy, the Seller shall either (a) confirm the price, (b) request an amendment to the price (which may or may not be accepted by Bunge in its absolute discretion) or (c) reject the price and cancel the Contract with no liability to either party. A failure to notify Bunge of either of (a), (b) or (c) above within two (2) Business Days of receipt of Bunge's notification shall be deemed an acceptance of the correct price as stated by Bunge in its message contacting the Seller.

21 Compliance with legislation

The Seller warrants and guarantees that each and every consignment of Commodity delivered to Bunge is fully compliant with all applicable laws and regulations (including UK legislation and, where the Commodity is destined for the EU market, applicable EU legislation) current at the time of delivery.

Bunge expects all its suppliers to respect and comply with Bunge's Supplier Code of Conduct, which can be found on our website.

Where reasonable and appropriate, Bunge may assist a supplier who does not comply with the standards set out in the Supplier Code of Conduct. The supplier may be given the opportunity to implement a corrective action plan.

At all times, Bunge reserves the right to suspend or discontinue relationships with a supplier, if Bunge can identify that the supplier does not comply with the Supplier Code of Conduct or refuses to demonstrate reasonable and timely efforts to implement agreed corrective actions required to operate in accordance with the Supplier Code of Conduct.

22 **Grains and Oilseeds destined for the bio-fuels industry**

22.1. Where the Bunge Confirmation specifies that the Commodities are destined for the bio-fuels industry, the Seller warrants and guarantees that all grains and oilseeds supplied under the relevant Contract are compliant with the sustainability criteria set out in Articles 29(2) to 29(7) of the RED III Directive, and certified under the Voluntary Schemes.

22.2. The Greenhouse Gas ("GHG") emission for the supplied Commodity will be provided according to the following options:

(a) Emissions related to the extraction or cultivation of raw materials:

(i) actual emissions data calculated in accordance with the GHG emission calculation methodology provided for in the RED III Directive and Commission Implementing Regulation (EU) 2022/996 of 14 June 2022 on the rules for verifying sustainability and greenhouse gas emission reduction criteria; or

(ii) combination of disaggregated default values: default value of the relevant element in accordance with Annex V, Part D, of the RED III Directive, and actual data calculated according to the methodology of the RED III Directive, or regional default value (NUTS 2) as reported by the Member State under Article 31(2) of the RED III Directive.

(b) Transmission and Distribution Emissions:

(i) **actual emissions data calculated according to the methodology for GHG emissions calculations set out in RED III and Commission Implementing Regulation (EU) 2022/996 of 14 June 2022 on rules to verify sustainability and greenhouse gas emissions saving criteria;** or

(ii) combination of disaggregated default values: default value of element according to Annex V, Part D of RED III and actual data calculated according to the methodology of RED III.

22.3. The relevant calculation formula elements must be reported separately on the sustainability declaration.

22.4. Sustainability declaration as per applicable Voluntary Schemes, including GHG emission values, shall be provided by Seller no later than twenty (20) business days or thirty (30) calendar days, whichever is earlier, after the delivery/shipment date (as per applicable delivery terms) via email.

23 **Deliveries of Commodities to any location operated by or on behalf of Bunge**

23.1 Bunge may, on written notice to the Seller, amend the delivery destination to any location within 25 miles of the original delivery destination (when that original location is operated by or on behalf of Bunge) if Bunge is unable to take delivery of the goods for whatever reason.

23.2 Where grain delivered is found to be outside the Contract specification but within the scale

of allowances applicable on that day, the load shall be tipped and the claim shall be advised to the Seller by letter, fax or email. The scale of claims applicable at the end destination is available on request. A sample of any load tipped with a claim shall be retained for 14 days.

24 Road Haulage

- 24.1 The Seller warrants that the haulage of any Commodity covered by the Trade Assurance Scheme for Combinable Crops ("TASCC") Haulage Code of Practice complies with the terms and conditions of that Code of Practice (or equivalent) current at the date of hauling the Commodity.
- 24.2 The Seller warrants that it has knowledge of any specific requirements of the Receiver in addition to the TASCC Haulage Code of Practice and that the haulage of the Commodity shall comply with such additional requirements.

25 Product Liability Insurance

The Seller warrants that it has adequate product liability insurance to cover any product liability or other claims for which it may be legally liable, and shall provide Bunge with evidence of such insurance upon request.

26 Weighbridge Charges

A weighbridge charge of £9.50 plus VAT shall be levied by Bunge on the Seller for each load purchased by Bunge, irrespective of the size of the load or the destination.

27 Capped loads

Bunge reserves the right to levy a capped load charge where a vehicle is not fully loaded as a result of insufficient Commodity being made available for collection.

28 Combinable Crops Passports and Assured Crops Schemes

- 28.1 The Seller shall provide a completed passport for all loads and any passport for crops originating from assured farms shall display the relevant assured crops sticker or a pdf passport.
- 28.2 Bunge reserves the right to reject any load, in its absolute discretion, which is not accompanied by a passport completed to its satisfaction.

29 Delivery Instructions and the Delivery Period

- 29.1 Bunge shall endeavour to give the Seller two (2) Business Days' notice when passing on delivery instructions. This clause is not a condition of the Contract and the failure to give two (2) Business Days' notice shall not entitle the Seller to put Bunge in default.
- 29.2 Bunge shall make reasonable endeavours to minimise waiting times for vehicles delivering Commodities. Bunge shall have no liability for claims arising from delays to transport occasioned by any cause.
- 29.3 All deliveries of combinable crops to Bunge must have the variety/varieties clearly stated on the delivery ticket/note and passport.
- 29.4 Bunge shall be entitled to claim a 15-day extension to the collection/delivery period by

giving notice no later than two (2) calendar days before the last day of the original collection/delivery period. In the event that an extension is claimed, Bunge shall pay a premium of £0.50/tonne. For the avoidance of doubt, Bunge need not specify the number of days extension required when making its claim.

30 Seller's Option to Haul

Where Bunge purchases Commodities on an ex-farm or ex-store basis with the Seller's option to haul at a rate to be agreed to a destination nominated by Bunge, there shall be no obligation on either party to agree a rate. In the event that no agreement can be reached, the Contract shall remain as an ex-farm or ex-store purchase.

31 "As Available" purchases

- 31.1 In the event that Bunge purchases Commodities on an "as-available" basis, the Seller is to give no less than ten (10) Business Days' notice of:
 - 31.1.1 The quantity of Commodity available for delivery/collection;
 - 31.1.2 Where appropriate, the variety and quality of the Commodity; and
 - 31.1.3 The delivery/collection period, such period to be no less than ten (10) Business Days' in length.
- 31.2 In the event that Bunge is unable to collect/deliver such Commodity within the specified delivery period, Bunge shall be entitled to claim an extension of the collection/delivery period to enable the Contract to be completed, in accordance with clause 29.4 above.

32 Claims & Retests

- 32.1 Where possible, Bunge shall advise the Seller of any claim or rejection before the vehicle is tipped, but where this is not possible for whatever reason, Bunge shall, in its absolute discretion, take appropriate steps on the Seller's behalf to deal with the Commodity.
- 32.2 Where a Commodity is delivered to a destination and is found to be outside the Contract specification but within the scale of allowances applicable at that destination on that day, the load shall be tipped and the claim shall be advised to the Seller by letter, fax or email.
- 32.3 All claims shall be advised within two (2) Business Days of the vehicle tipping, or within two (2) Business Days of receipt by Bunge of the claim from the Receiver (whichever is the later).
- 32.4 These time limits shall not apply to latent defects not apparent on reasonable examination.
- 32.5 In the event that the Seller requests a retest or independent test, the Seller shall be liable to Bunge for any costs incurred, including administration costs. All requests for independent testing must be made in writing and received by Bunge within 7 days of the relevant delivery.

33 Payment

- 33.1 Payment shall be made by Bunge to the Seller on the following payment terms:
 - 33.1.1 21 days from the date of delivery for purchases made through "Grainman" or "Grainmate"; or
 - 33.1.2 28 days from the date of delivery for purchases ex-farm; or
 - 33.1.3 28 days from the date of delivery or 14 days from the date of receipt of invoice/receipt of tickets (whichever is the later) for all other purchases.

- 33.2 All payments shall be made by direct transfer using the BACS payment system to the account notified by the Seller to Bunge in writing from time to time.
- 33.3 In the event that the due date for payment falls on a non-Business Day, payment shall be made on the first Business Day after the due date for payment and such payment shall not be deemed to be a late payment.
- 33.4 Bunge processes payments on scheduled payment run dates. Accordingly, where payment is due under this clause, payment shall be deemed to have been made on time if the relevant payment instruction is submitted by Bunge during the first scheduled payment run occurring on or after the applicable payment due date, notwithstanding that the Seller may receive cleared funds up to three (3) Business Days after such due date.
- 33.5 For the purposes of this clause 33, payment shall be deemed made when Bunge initiates the electronic payment instruction.
- 33.6 Time of Payment is not of the essence.

34 **Title**

Title to the Commodity shall pass from the Seller to Bunge upon delivery in accordance with the Bunge Confirmation and the appropriate delivery clause in the relevant Standard Form Contract (notwithstanding that at such time the Commodity may be part of an undivided bulk).

35 **Self-billing arrangements**

Bunge is pleased to offer Farmers (meaning agricultural producers who are Sellers under Section 2 of these Bunge Terms) the option of self-billing on purchases made by Bunge from Farmers. If a Farmer so requests from Bunge, Bunge will prepare Farmer's invoice(s) on their behalf. When asking Bunge to perform this self-billing service, Farmer is confirming that they will not issue any VAT invoice(s) for goods or services sold and purchased under a Contract between Bunge and Farmer. Farmer is also required to confirm their VAT registration number and notify Bunge of any changes immediately.

The self-billing service is a legally binding agreement and forms part of Bunge's Terms and Conditions of Business for Commodities.

36 **Data**

Bunge processes and retains data relating to the Seller's business and Commodities (including farm assurance data, sample data, contractual information and personal identification data) to the extent necessary for Bunge to perform its obligations under the Contract and to comply with applicable data privacy, assurance, and feed/food legislative requirements. Bunge shall not disclose such data to third parties without the Seller's prior consent, except where required to fulfil contractual obligations to Bunge's customers or where required by law. All data is processed in compliance with applicable data protection laws, including the UK GDPR and the Data Protection Act 2018. Further information on Bunge's data processing practices is available at <https://bunge.com/privacy/>.

SECTION 3: TERMS APPLYING ONLY TO CONTRACTS WHERE BUNGE IS THE SELLER

The terms set out in this Section 3 (clauses 37-41) are applicable only to Contracts where Bunge is selling Commodities to you. In this Section 3, references to the "Buyer" are to you.

37 Payment

Payment by the Buyer to Bunge shall be as set out in the Bunge Confirmation. Time is of the essence for Payment. If you fail to pay any amount due to Bunge by the due date, Bunge may, without prejudice to any other rights or remedies it may have, suspend further deliveries under the relevant Contract and/or terminate the Contract with immediate effect. Bunge may also charge interest on any overdue amount at 4% per annum above the Bank of England base rate from time to time from the due date until payment is received.

38 Title

38.1 Title to the Commodity shall pass from Bunge to the Buyer upon payment in accordance with the Bunge Confirmation (notwithstanding that at such time the Commodity may be part of an undivided bulk), provided you have paid to Bunge all sums then due and payable under all other Commodities Contracts (meaning Contracts for the sale or purchase of Commodities) between the Buyer and Bunge.

38.2 Until title has unconditionally passed to the Buyer in accordance with clause 38.1 the Commodity (or any part of it) as well as any documents relating to it remain the property of Bunge and are held in trust by the Buyer for Bunge.

39 Fumigation

39.1 In case fumigation is agreed in the Bunge Confirmation, then the Commodity will be fumigated by Bunge's appointed fumigation company at Bunge's cost. Such fumigation will be conducted in accordance with the method as advised by the appointed fumigation company and otherwise in accordance with the GAFTA fumigation rules.

40 Delivery

40.1 Dates for delivery are approximate and time is not of the essence.

41 Quality

41.1 Bunge does not warrant that the Commodity is free from latent defect. Bunge's obligations as to the quality of the Commodity supplied under this Contract are solely as expressed in this Contract and all warranties or conditions which would be implied by statute or otherwise (including, without limitation, any warranty or condition relating to description, satisfactory quality, merchantability or fitness for purpose) as at the time of shipment or at any time after shipment are excluded to the extent permitted by the applicable law.

Applicable from 15 September 2026