

## **Viterra UK Ltd ("Viterra") – Terms and Conditions of Business for Commodities**

We have pleasure in setting out below Viterra's Terms and Conditions of Business for Commodities, which shall apply to all purchases of Commodities made by Viterra from you and all sales of Commodities made by Viterra 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 Viterra from you or sold by Viterra 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 Viterra 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 Viterra Confirmation, these Viterra Terms, the Standard Form Contract as per clause 4 below, where applicable as per clause 15 below, any Receiver's Terms and Conditions.
- 1.4 "Viterra Confirmation" means the contract confirmation sent by Viterra to you, setting out the key terms of the parties' agreement.
- 1.5 "Viterra Terms" means these Terms and Conditions of Business for Commodities.
- 1.6 "Receiver" means, for purchases of Commodities by Viterra 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 15 below.
- 1.8 "Standard Form Contract" means any one of the contract forms referred to in clause 4 below.

#### **2 Interpretation**

- 2.1 The Contract shall be governed by the Viterra Confirmation, Viterra Terms, the Standard Form Contract expressly named on the Viterra 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, terms shall prevail in the following order: Viterra Confirmation, Receiver's Terms (if applicable as per clause 15), Viterra Terms, Standard Form Contract.
- 2.2 The headings and sections of these Viterra Terms are inserted for convenience only and shall not affect the construction or interpretation thereof.

#### **3 Conclusion of Contracts and Incorporation of Viterra's Terms**

- 3.1 Each Contract concluded by Viterra with you, whether concluded by email, telephone, the internet, or otherwise, shall be confirmed by the issue of a Viterra Confirmation and (whether or not mentioned on the face of such



Viterra Confirmation or during pre-contract negotiations) shall incorporate these Viterra Terms.

- 3.2 The Viterra Confirmation and these Viterra Terms shall prevail over any contract confirmation you may issue.

#### 4 **Standard Form Contracts**

- 4.1 Unless otherwise agreed by both parties and confirmed in writing on the Viterra Confirmation, all other terms and conditions not in contradiction with the Viterra Confirmation and these Viterra Terms to 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 Viterra 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, Viterra shall be entitled to deduct, from any amounts due or owing by Viterra to you in connection with this Contract, any and all amounts claimed, invoiced and/ or owing at anytime by you to Viterra under this or any other Contract between you and Viterra.

#### 7 **Insolvency**

If, before the fulfilment of any Contract between you and Viterra 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 Viterra 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 Vitterra's option, either the market price of the Commodity on the first business day after Vitterra 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 Vitterra 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 Vitterra or any of its affiliates under any other Contract (whether upon a closing out or otherwise) against any amounts due to you by Vitterra 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 Vitterra has sold to you and delivered the Commodities to you or to your nominated consignee, Vitterra 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 U.S., UN, EU, Swiss, U.K. and other applicable laws, rules and regulations regarding sanctions, anti-corruption, anti-money laundering and tax laws in performing 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, U.K. and applicable 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, 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 Sanction 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 50% or more owned 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") or other applicable sanctions authority (collectively, "Sanctions") (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 Sanctions,
- d) 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 Sanctioned Person in violation of Sanctions, or in any manner that would result in a violation of Sanctions, 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 (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 and does not place either party in violation of Sanctions. The Buyer will inform the Seller immediately, but latest



prior to commencement of loading/prior to shipment, about any sale to a Sanctioned Country.

Seller represents and warrants that the Commodity has not originated or come from or through any 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. 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 Agreement is subject to the United States Foreign Corrupt Practices Act ("FCPA"), UK Anti-Bribery Act 2010, those of the E.U. (or its respective Member States), Switzerland and all local anti-corruption laws ("Applicable Legislation"). Both Parties represent and warrant that it has not paid or given, offered or promised to pay or give or authorized a payment or giving of money or anything else of value, directly or indirectly, to any Government Official 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 Agreement. Both Parties understand and accept that the other party and its affiliates are committed to complying with the FCPA, the UK Anti-Bribery Act 2010 and all other applicable anti-corruption laws and Both Parties hereby declare their commitment to comply with such laws. Both Parties shall cooperate fully with the other party to provide such information and certifications as the other party may reasonably requests from time to time in connection with their efforts to confirm compliance with such laws. For purposes of this provision, "Government Official" means any: (i) officer or employee of any wholly or partially state-owned enterprise or government ministry, agency or similar body exercising any executive, judicial, arbitral, regulatory or administrative functions of or pertaining to government, or a member of a royal family; (ii) political party, political party official or candidate for political office; (iii) employee of a public international organization (including, without limitation, the World Bank, United Nations and the European Union); or (iv) person acting on behalf of any such governmental authority or instrumentality thereof. The Parties shall not pay a facilitation payment being a payment or offer made to 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 Legislation.

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 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 it will not nominate and/or appropriate any vessel in the performance of their obligations under this Contract in violation of U.S., UN, EU, Swiss, U.K. or applicable sanctions (hereinafter, "Sanctions") or which would put either party in breach, or under designation risk, of Sanctions. The foregoing shall not be interpreted to include any restriction prohibited by U.S. anti-boycott laws and regulations.;

Parties will have the right to reject any nomination and/or appropriation which (a) violates any Sanctions, (b) puts either party in breach, or under designation risk, of any Sanctions, or (c) otherwise involves a vessel that is the subject of any Sanctions (including, but not limited to, vessels that are the subject of Sanctions due to ownership or country of registration, or that appear on any Sanctions list), 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 parties reject a nomination and/or appropriation on these grounds they 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 Sanctions 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, loss of production, indirect, consequential or special losses, 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) Viterra's maximum liability for loss, damage and delay is limited to 5% of the total purchase price agreed for the Commodity.

#### 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**

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.

**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 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 Viterra Confirmation, Viterra 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.

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

The terms set out in this Section 2 (clauses 15-32) are applicable only to Contracts where Viterra is purchasing Commodities from you. In this Section 2, references to the "Seller" are to you.

**15 Incorporation of Receiver's Terms and Conditions**

- 15.1 The Receiver's Terms and Conditions for purchase and/or delivery are expressly incorporated into the Contract.
- 15.2 The identity of the Receiver and delivery destination is available from Viterra on receipt by the Seller of collection instructions.
- 15.3 Copies of the Receiver's Terms and Conditions are available on Viterra's "Grainman" website ([www.grainman.co.uk](http://www.grainman.co.uk)) as and when published by the Receiver, or from Viterra on written request. An explanation of the reasoning why the inclusion of Receiver's Terms is necessary can be found on the "Grainman" website in the Documents section under "Receiver's Terms".
- 15.4 The Receiver's Terms and Conditions are incorporated on an un-amended and non- negotiable basis. Viterra makes no representations, warranties or guarantees as to the content, accuracy or otherwise of the Receiver's Terms and Conditions.





**16 Contracts concluded through 'Grainman' and 'Grainmate'**

- 16.1 All contracts entered into through **www.grainman.co.uk** and **www.grainmate.co.uk** shall be with Vitterra UK Ltd as the buyer. Vitterra shall use reasonable endeavours to ensure that all prices displayed on the websites **www.grainman.co.uk** and **www.grainmate.co.uk** are accurate. However, the price of the offer shall not be binding until validated by Vitterra prior to confirming the Contract.
- 16.2 In the event of a discrepancy due to technical problems or clerical error, Vitterra 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 Vitterra in its absolute discretion) or (c) reject the price and cancel the Contract with no liability to either Party. A failure to notify Vitterra of either of (a), (b) or (c) above shall be deemed an acceptance of the correct price as stated by Vitterra in its message contacting the Seller.

**17 Compliance with legislation**

The Seller warrants and guarantees that each and every consignment of Commodity delivered to Vitterra is fully compliant with all relevant UK and EU legislation current at the time of delivery.

Vitterra expects all its suppliers to respect and comply with Vitterra's Supplier Code of Conduct, which can be found at <https://www.vitterra.com/dam/jcr:f3fddd3c-d7a3-40b7-927d-3e0e8f267932/Supplier-code-of-conduct.pdf>

Where reasonable and appropriate, Vitterra 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, Vitterra reserves the right to suspend or discontinue relationships with a supplier, if Vitterra 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.

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

The Seller warrants and guarantees that all grains and oilseeds are compliant with the Renewable Energy Directive (RED II) (as amended from time to time) in all respects.

**19 Deliveries of Commodities to any location operated by or on behalf of Vitterra**

- 19.1 Vitterra may, on written notice to the Seller, amend the delivery destination to any location within 10 miles of the original delivery destination (when that original location is operated by or on behalf of Vitterra) if Vitterra is unable to take delivery of the goods for whatever reason.
- 19.2 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.

**20 Road Haulage**

- 20.1 The Seller warrants that the haulage of any Commodity covered by the 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.
- 20.2 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.

**21 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.

**22 Weighbridge Charges**

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

**23 Capped loads**

Viterra 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.

**24 Combinable Crops Passports and Assured Crops Schemes**

- 24.1 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
- 24.2 Viterra reserves the right to reject any load, in its absolute discretion, which is not accompanied by a Passport completed to its satisfaction.

**25 Delivery Instructions and the Delivery Period**

- 25.1 Viterra 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 Viterra in default.
- 25.2 Viterra shall make reasonable endeavours to minimise waiting times for vehicles delivering Commodities. Viterra shall have no liability for claims arising from delays to transport occasioned by any cause.
- 25.3 All deliveries of Combinable Crops to Viterra must have the variety clearly stated on the delivery ticket/note and passport.
- 25.4 Viterra 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, Viterra shall pay a premium of £0.50/tonne. For the avoidance of doubt, Viterra need not specify the number of days extension required when making its claim.



**26 Seller's Option to Haul**

Where Viterra 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 Viterra, 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.

**27 "As Available" purchases**

27.1 In the event that Viterra purchases Commodities on an "as-available" basis, the Seller is to give no less than ten (10) Business Days' notice of:

27.1.1 The quantity of Commodity available for delivery/ collection;

27.1.2 Where appropriate, the variety and quality of the Commodity; and

27.1.3 The delivery/collection period, such period to be no less than ten (10) Business Days' in length.

27.2 In the event that Viterra is unable to collect/deliver such Commodity within the specified delivery period, Viterra shall be entitled to claim an extension of the collection/delivery period to enable the Contract to be completed, in accordance with clause 25.4 above.

**28 Claims & Retests**

28.1 Where possible, Viterra shall advise the Seller of any claim or rejection before the vehicle is tipped, but where this is not possible for whatever reason, Viterra shall, in its absolute discretion, take appropriate steps on the Seller's behalf to deal with the Commodity.

28.2 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.

28.3 All claims shall be advised within two (2) Business Days of the vehicle tipping, or within two (2) Business Days of receipt by Viterra of the claim from the Receiver (whichever is the later).

28.4 These time limits shall not apply to latent defects not apparent on reasonable examination.

28.5 In the event that the Seller requests a retest or independent test, the Seller shall be liable to Viterra for any costs incurred, including administration costs. All requests for independent testing must be made in writing and received by Viterra within 7 days of the relevant delivery.

**29 Payment**

29.1 Payment shall be made by Viterra to the Seller on the following payment terms:

29.1.1 21 days from the date of delivery for purchases made through "grainman" or "grainmate"; or

29.1.2 28 days from the date of delivery for purchases ex-farm; or

29.1.3 28 days from the date of delivery or 14 days from date of receipt of invoice/receipt of tickets (whichever is the later) for all other purchases.



29.2 All payments shall be made by direct transfer using the BACS payment system to the account notified by the Seller to Viterra in writing from time to time.

29.3 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.

29.4 Time of Payment is not of the essence.

**30 Title**

Title to the Commodity shall pass from the Seller to Viterra upon delivery in accordance with the Viterra 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).

**31 Self-billing arrangements**

Viterra is pleased to offer Farmers the option of self-billing on purchases made by Viterra from Farmers. If Farmer requests so from Viterra, Viterra will prepare Farmer's invoice(s) on their behalf. When asking Viterra 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 Viterra and Farmer. Farmer is also required to confirm their VAT registration number and notify Viterra of any changes immediately.

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

**32 Data**

We are open with our farmers about the data we store / keep regarding their business. We have to comply with a number of data privacy, contractual, assurance and feed / food legislative requirements. This involves us holding data on your business and your commodities be that farm assurance data or information around sample data, contractual obligations, and personal identification. We only access and hold data that ensures we can contract your commodities to end consumers. If additional data is required by our customers we will contact you for that information and only pass on what is required with your full knowledge and permission for a clearly defined use. We do not otherwise use your data in other ways or pass on to third parties without your explicit permission. All data is processed in an appropriate and proportionate way in compliance with applicable laws.

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

The terms set out in this Section 3 (clauses 33-36) are applicable only to Contracts where Viterra is selling Commodities to you. In this Section 3, references to the "Buyer" are to you.

**33 Payment**



Payment by the Buyer to Vitterra shall be as set out in the Vitterra Confirmation.  
Time of Payment is of the essence.

34 **Title**

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

34.2 Until title has unconditionally passed to the Buyer in accordance with clause 34.1 the Commodity (or any part of it) as well as any documents relating to it remain the property of Vitterra and are held in trust by the Buyer for Vitterra.

35 **Delivery**

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

36 **Quality**

35.1 Vitterra does not warrant that the Commodity is free from latent defect.

Applicable from 2<sup>nd</sup> July 2025

