

General Terms and Conditions of Purchase of AGRANA

June 2026

Unless otherwise agreed in writing between the Parties, the following General Terms and Conditions of Purchase shall apply exclusively:

- 1. Scope**
 - 1.1 For all inquiries, orders, purchases, and other legal transactions and services related to the procurement of goods and services with the Contractor, the Client hereby establishes the following General Terms and Conditions of Purchase (hereinafter: GTCs) as the basis of the agreement.
 - 1.2 The GTCs apply to the companies AGRANA Beteiligungs-AG, AGRANA Sales & Marketing GmbH, AGRANA Zucker GmbH, AGRANA Stärke GmbH, AGRANA Research & Innovation Center GmbH, Österreichische Rübensamenzucht Gesellschaft m.b.H., and Beta Pura GmbH.
 - 1.3 The Contractor acknowledges that the Client hereby objects to any deviating terms and conditions of the Contractor, such as those contained in order confirmations or other business documents. In particular, the acceptance of deliveries or the acceptance of services or their payment does not constitute consent to any terms and conditions that deviate from the GTCs.
 - 1.4 Any agreement on terms and conditions that deviate from these GTCs requires the Client's written confirmation to be valid. Mere silence on the part of the Client shall not be deemed consent nor have any legal effect.
 - 1.5 In the event of conflicts among the individual components of the contract between the Client and the Contractor, the following order of priority shall apply: (i) the order and the order confirmation; (ii) the attachments incorporated into the order, such as a negotiation protocol; (iii) the GTCs; (iv) the technical part of the offer.
 - 1.6 Neither the order nor the GTCs shall limit the Client's further statutory claims.
- 2. Conclusion of the Contract and Right of Withdrawal**
 - 2.1 The contract on the part of the Client shall be concluded only upon the Client's written order. Notwithstanding the foregoing, framework agreements will be concluded only upon signature by both Parties.
 - 2.2 Orders and purchase orders issued by the Client shall be deemed accepted by the Contractor unless rejected in writing immediately upon receipt.
 - 2.3 In the event of substantiated indications that delays, delivery difficulties, or insufficient coverage of the Contractor's liability and warranty claims are to be expected, the Client is entitled to withdraw from placed orders and contracts at any time. This is particularly the case if the Contractor's financial situation deteriorates significantly, insolvency proceedings are initiated, or insolvency proceedings concerning the Contractor's assets are dismissed due to insufficient funds to cover costs.
- 3. Price**

The prices stated in the order are fixed prices that remain unchanged for the period from the conclusion of the contract until the complete fulfillment of the delivery or service and are not subject to any price indexation or price changes of any kind.
- 4. Declaration of Completeness**

The Contractor shall provide all goods and services necessary for the performance of the contract as part of its scope of services and delivery, even if such goods and services are not mentioned or listed in the Client's inquiry, the order, or other documents provided by the Client.
- 5. Pricing and Transfer of Risk**
 - 5.1 The Client and the Contractor agree that, for pricing, transfer of risk, and customs clearance obligations, the provisions of Incoterms 2020 for deliveries and services to the agreed destination: DAP (Delivery At Place) within the European Union and DDP (Delivery Duty Paid) outside the European Union shall apply.
 - 5.2 The transfer of risk in the event of assembly of the deliveries owed by the Contractor shall take place immediately following successful acceptance by means of an acceptance report signed by an authorized employee of both Parties.
- 6. Down Payment/Bank Guarantees**

The Client shall make a down payment agreed upon in the order only upon presentation of a down payment invoice and subject to the further condition of a full repayment security in the form of an irrevocable, abstract, and payable-on-first-demand bank guarantee from a bank accepted by the Client, to be provided at the Contractor's expense.

As a matter of principle, the bank guarantee and the corresponding invoice must always be issued with the same bank details.
- 7. Partial Payments / Partial Deliveries**
 - 7.1 The Client shall make a partial payment agreed upon in the order only upon proof of the delivery or service provided by the Contractor in accordance with the contract for this partial payment (payment milestone) and its acceptance or approval, as well as upon presentation of a verifiable partial invoice.
 - 7.2 The Client reserves the right to reject unagreed partial deliveries or to cancel outstanding partial deliveries, as the case may be.
- 8. Invoicing and Payment Terms**
 - 8.1 The Contractor must submit partial and final invoices no later than thirty days after the delivery or service has been provided in accordance with the contract and has been accepted or approved.
 - 8.2 Invoices shall be prepared in a format that allows the Client to review them with reasonable effort and be sent exclusively electronically to the invoicing email address specified in the order as a PDF (1 invoice + attachments per email). Invoices for deliveries and services must reference the Client's order number. The documents necessary for verifying the deliveries and services must be enclosed in a clear and well-organized format. Invoices must comply with the applicable regulations in Austria, particularly regarding value-added tax. The Contractor agrees to the issuance of a credit note in accordance with § 11 (8) of the Austrian Value Added Tax Act (UStG). The Client is entitled to withhold payment of the invoice if any of the documents required for verification is missing.
- 8.3** If an invoice is found deficient with respect to § 11 of the UStG or Art. 8 of these General Terms and Conditions of Purchase, it must be returned to the Contractor within 30 days for correction and resubmitted by the Contractor within 30 days. The payment period shall recommence on the date of receipt of the correct invoice.
- 8.4** In the case of agreed partial payments, this must also be sent to the billing address listed under 8.2, together with the down payment invoice. The total delivery or total service shall be invoiced in the final invoice; any contractual penalties, bonuses, and the like must also be taken into account. However, the Contractor may not set off any of its claims against claims of the Client. The Contractor declares that it has invoiced all deliveries, services, and other claims related to the performance of the contract in the final invoice and expressly waives the right to make any additional claims of any kind arising from the contractual relationship in question, or from any other legal relationship of any nature whatsoever.
- 8.5** The final invoice must be designated as such if it is preceded by partial invoices. Any partial payments already made must be listed in the final invoice.
- 8.6** The payment terms specified in the order for partial and final payments shall be calculated after the Client has accepted the delivery or the service in accordance with the contract, and a verifiable invoice has been received. Payment of the invoice shall be made only in accordance with the terms specified in the Client's order or in existing framework agreements. The payment period begins upon provision of the delivery or service in a condition ready for acceptance and on the invoice date. If no payment terms have been explicitly agreed upon between the Parties, payment shall be due no earlier than 45 days after the 5th day of the month following the invoice date.
- 8.7** All claims for payment shall lapse unless invoiced within 3 months of their accrual.
- 9. Set-off**
 - 9.1 The Client is entitled to set off all claims that the Client or any of its affiliated companies may have against the Contractor against all enforceable claims of the Contractor against the Client.
 - 9.2 The Contractor is entitled to set off claims against the Client's claims only to the extent that its claims are due and undisputed or have been legally established by a court of law.
- 10. Engineering Liability and Documentation**
 - 10.1 The Contractor guarantees the accuracy and completeness of engineering services and consulting activities.
 - 10.2 The Contractor is aware of the particular importance of compliance with its obligations regarding documentation, and shall be held liable for any delayed or defective documentation.
- 11. Client's Liability to the Contractor**
 - 11.1 The Client shall not be held liable to the Contractor for damages caused by the Contractor to third parties.
 - 11.2 The Client shall bear no liability, whether sole or joint, of any kind for any involvement in the delivery or service, or for the provision of specifications and documentation to the Contractor; in this context, the Contractor waives any defense based on contributory negligence.
 - 11.3 Any claims by the Client for damages for losses directly caused by the Contractor are not limited in amount to the full contract value of this agreement or to the maximum basic coverage amount of the Contractor's liability insurance, even if one of these amounts is higher than the other.
- 12. Assertion of Claims by the Contractor**
 - 12.1 The Contractor must keep records of deliveries and services not included in the agreed scope of services and delivery and, on pain of forfeiture of any claims, submit these records to the Client within seven days of the commencement of such delivery or service for written confirmation and acknowledgment of the nature and scope of these deliveries and services. Approval may be granted exclusively for ordered deliveries and services by the Client's purchasing staff listed in the contract.
 - 12.2 Other claims of the Contractor against the Client, regardless of the legal basis, must be reported by the Contractor to the Client in writing within 14 days of the occurrence of the event which, in the Contractor's view, entitles the Contractor to such claims, together with detailed evidence and specifying the exact amount of the Contractor's claim; otherwise, such claims of the Contractor shall also be deemed extinguished.
- 13. Claims by Third Parties**

The Contractor shall fully indemnify and hold harmless the Client upon first request with respect to all claims by third parties, including the Client's employees, arising from defects or non-conformity of the Contractor's deliveries and services with the contract.
- 14. Liability for Subcontractors**
 - 14.1 The Contractor shall be liable for all damages caused by it or by subcontractors (vicarious agents) commissioned by it in the course of performing its contractual deliveries and services. Furthermore, the Contractor shall be held liable for any damage caused to its work by third parties prior to the handover of the delivery/service.
- 15. Assignment/Pledge**

Any assignment, pledging, or other transfer of the Contractor's rights and obligations is permitted only with the Client's written consent.
- 16. Liens/Rights of Retention**
 - 16.1 Acquisition of liens, rights of retention, or other security interests in the parts provided by the Client, as well as in the deliveries/services or parts thereof, is excluded.

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- 16.2 The Contractor shall ensure that a corresponding provision is included in all contracts with its subcontractors.
- 17. Insurance**
- 17.1 The Contractor shall take out the insurance required for its scope of services and delivery on its own. The minimum requirement is liability insurance appropriate to the contract, covering the following areas: Public liability, product liability, coverage for pure financial losses resulting from further processing by the Buyer, and the costs of a product recall. The insurance must provide worldwide coverage. Upon written request by the Client, the Contractor shall provide the Client with all documents necessary to verify the validity of the insurance coverage. In this case, the Client is entitled to obtain information regarding these insurance policies from the respective insurance company.
- 17.2 The Contractor undertakes to pay the premiums on time, and to provide the Client, upon request, with confirmation by the insurer regarding the due date and payment.
- 17.3 Conclusion of this or any other insurance shall not limit the Contractor's obligations and liability in any way, even if the Client raises no objection to the insurance policy to be submitted by the Contractor at the Client's request.
- 18. Place of Performance**
- The place of performance shall be the final destination specified in the order, which, in the absence of an explicit agreement, shall in any case be a location of the Client. For the Contractor, this applies in particular to delivery, performance, and payment, irrespective of any individual agreement regarding the place of delivery, performance, or payment or the Client's potential assumption of transportation costs.
- 19. Delivery Terms**
- 19.1 The Contractor shall be held liable for strict compliance with the Client's shipping instructions contained in the order.
- 19.2 The Contractor shall continuously monitor the delivery and/or service and immediately inform the Client in detail of any defects or errors. The same applies to any changes in the state of science and technology. Should the delivery and/or service prove to be deficient or defective as a result of such changes, the Contractor shall promptly notify the Client and recall such deficient or defective products at its own expense.
- 19.3 In addition to all other rights and claims which the Client may have under the delivery contract or by law, the Client is entitled, in the event of late delivery, to demand that the delivery be made via a route other than the originally planned one in order to expedite delivery. The Contractor shall bear any additional costs incurred as a result. Furthermore, the Contractor may terminate the delivery contract in whole or in part, procure comparable goods from other sources, and hold the Contractor liable for all losses or additional costs arising from the expedited delivery or termination, respectively.
- 20. Transfer of Ownership**
- Ownership of the goods shall pass to the Client upon delivery of the goods at the destination. Retention of title by the Contractor is excluded.
- 21. Warranty / Notice of Defects / Guarantee / Damages / Product Liability**
- 21.1 The Contractor warrants that the delivery and performance are in accordance with the order, complete, and free of defects, in particular regarding the properties customarily expected and, where applicable, expressly or impliedly warranted, mentioned in public statements, or consistent with samples or prototypes, as well as for compliance with all relevant legal and regulatory requirements applicable at the destination or for the sales markets specified by the Client. The Contractor shall be held liable for ensuring that no defect occurs within the warranty or guarantee period, regardless of whether the defect was already present at the time of delivery.
- 21.2 The Contractor must demonstrably inform the Client of the risks that can typically be expected in connection with the delivery and service.
- 21.3 Only the weights, quantities, or other units of measure specified in the order and determined upon acceptance of the service or delivery shall be decisive, regardless of any prior weighing or counting. Deviations (shortages) in weight, quantities, or units of measure shall be deemed defects.
- 21.4 The Client is not obligated to inspect the delivery or service, nor to give notice of any defects. Applicability of §§ 377 (Notice of Defects) and 378 (Obligation to Give Notice in the Event of Incorrect Delivery or Quantity Discrepancies) of the UGB (Austrian Commercial Code) is hereby expressly excluded.
- 21.5 The Client has the right to assert claims for obvious defects that are apparent without testing or inspecting the delivery or service within 14 calendar days of acceptance of the delivery or acceptance of the service, respectively.
- 21.6 For defects that are discovered only upon intended use or consumption of the delivery or service, the Client has the right to assert these defects within 30 calendar days of their discovery in full.
- 21.7 If the agreed-upon or customarily expected characteristics of the delivery and/or service are not met, the Client is entitled, at its discretion, to withdraw from the contract without setting a grace period, to demand a reduction in the purchase price, or to demand a defect-free delivery within a new deadline. The Contractor is further obligated to have any defective deliveries that have been rejected by the Client picked up at its own expense within 7 calendar days from the date of the notice of rejection; otherwise, the Client shall arrange for the return of the defective deliveries at the Contractor's expense.
- 21.8 If the Contractor provides a guarantee beyond the statutory warranty, this guarantee covers the characteristics or functions expressly specified in the guarantee documents. The statutory warranty claims remain unaffected by this.
- 21.9 The contractual warranty or guarantee period, respectively, is at least 24 months from the date of acceptance of the delivery or the service. This does not limit the time limits applicable under tort law.
- 21.10 There is no limitation of liability in favor of the Contractor. The Contractor shall be held liable even for slight negligence, provided that this causes damage to the Client's assets, property, or other legal interests.
- 21.11 The Contractor shall be held liable under the PHG (Austrian Product Liability Act) and in accordance with general provisions of tort law for personal injury and property damage caused by defective products. The Contractor undertakes to indemnify the Client against all third-party claims arising from product liability, if and insofar as the defect falls within the Contractor's sphere of responsibility. The Contractor must ensure appropriate measures for quality assurance, documentation, and traceability, and provide evidence thereof to the Client upon request. Furthermore, it is expressly agreed that the Contractor, even as a dealer or importer, shall be held liable as a manufacturer within the meaning of the PHG.
- 22. Warranty Retention**
- 22.1 In the event of a warranty retention agreed upon in the contract of up to a maximum of 10% of the total contract value, the Client is entitled to withhold this as non-interest-bearing security for warranty or guarantee claims for a period of 30 days beyond the contractually agreed warranty or guarantee period, respectively. This stipulation shall apply in the event of the Contractor's insolvency as well.
- 22.2 However, the Contractor is granted the contractual option to have the retention bond released upon presentation of an irrevocable, abstract bank guarantee, issued at the Contractor's expense by a bank acceptable to the Client and payable on first demand, with a term exceeding the contractually agreed warranty or guarantee period, respectively, by 30 days.
- 23. Time of Performance**
- Delivery and performance must take place on the date specified in the order. Delivery periods begin on the date of the order. The decisive criterion for compliance with the delivery date and delivery period is the receipt of the delivery at the receiving or usage point specified by the client, or the timeliness of the successful acceptance. Acceptance of late deliveries and services shall always be subject to retention of all claims.
- 24. Contractual Penalties (Penalties/Lump-Sum Damages)**
- 24.1 If contractual penalties have been agreed (e.g. in minutes of negotiations, order letter, etc.) under the purchase contract, e.g.: contractual penalties for delay in delivery (including documentation), contractual penalties for non-compliance with contractually guaranteed performance data (availability, system performance, etc.), etc., the Client is entitled, in the event of a verifiable claim, to assert this claim until the (final) invoice for the deliveries or services not performed in accordance with the order has been settled, without the Client being required to explicitly reserve the right to do so upon acceptance of the scope of services and delivery.
- 24.2 Unless otherwise specified in the individual provisions of the contract, the following general rule applies:
- If the Contractor breaches its contractual obligations, including the provisions of the General Terms and Conditions of Purchase (GTCs), the Client is entitled to impose a contractual penalty of up to 10% of the invoice amount for the goods in question.
 - This does not preclude assertion of damages exceeding this amount.
 - If the Contractor fails to comply with agreed or defined contractual stipulations linked to penalties, it must pay the contractual penalties respectively specified. In the event that, from the time of the legally binding order up to and including the end of the validity of the contract, changes to the contractually defined events triggering contractual penalties are agreed upon in writing between the Client and the Contractor, such newly defined events shall likewise be subject to the agreed penalties.
 - The Contractor's obligation to pay a contractual penalty arises upon occurrence of the contractually defined event.
 - Payment of contractual penalties does not release the Contractor from its performance obligations nor any liabilities resulting therefrom. The Client and the Contractor waive the court's right of mitigation for contractual penalties of any kind.
- 25. Safety Clause for Installation Services**
- In the event that installation services were commissioned within the order, the installation of the scope of services and delivery must be performed in accordance with applicable legal regulations (including CE conformity and standards) at the contractual final destination in compliance with the relevant safety regulations (worker protection) and accident prevention regulations. By assuming this obligation, the Contractor assumes responsibility for the safety of its personnel (including, where applicable, third-party personnel commissioned by the Contractor) for the entire duration of its installation activities.
- 26. Termination (Breach of Contract)**
- 26.1 In the event of a delay in the Contractor's (including its subcontractors') deliveries or services, even if not attributable to the Contractor, the Client has the unrestricted right, after setting a one-time, reasonable grace period notified in writing (at the Client's discretion), to terminate the contract in part or in full. The Contractor shall be held liable for all damages resulting from non-compliant performance of the contract (e.g., delays in delivery, including documentation, failure to achieve guaranteed characteristics or performance, etc.) or direct additional costs of any kind.
- 26.2 Such a withdrawal shall not give rise to any claims whatsoever by the Contractor against the Client.
- 27. Written Form**
- 27.1 Any amendments or additions to the contract must, without exception, be in writing.

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27.2 The written form requirement also applies to any mutual waiver of the written form.

28. Severability Clause

Should any individual provisions of these GTCs be or become wholly or partially invalid, this shall not affect the validity of the remaining provisions thereof. In such a case, the Contractor and the Client shall replace the invalid provision with one that most closely approximates the economic purpose of that provision.

29. Governing Law and Jurisdiction

29.1 Austrian substantive law shall apply, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict-of-laws rules of private international law.

29.2 If the Contractor has its registered office within the European Community or in a country with which an enforcement agreement for civil judgments exists, the Commercial Court of Vienna shall be deemed agreed as the sole place of jurisdiction for all legal disputes arising from or in connection with this contractual relationship.

29.3 If the Contractor is domiciled outside the European Community and in a country with which no enforcement agreement for civil judgments exists, all disputes arising from this contract or relating to its breach, termination, or nullity, shall be finally decided in accordance with the Rules of Arbitration and Conciliation of the International Court of Arbitration of the Vienna Chamber of Commerce in Vienna (Vienna Rules), whereby three arbitrators shall be appointed in each case in accordance with the relevant provisions. The seat of the arbitral tribunal shall be Vienna; the arbitration proceedings shall be conducted in German.

29.4 The Client may choose between proceedings before the ordinary courts and arbitration, regardless of the Contractor's place of business.

30. Staff

The Contractor shall ensure that all legal requirements regarding the employment of staff are met, in particular registration with social security and compliance with the applicable Employee Protection Ordinance (Arbeitnehmerschutzverordnung) and the Foreign Nationals Employment Act (Ausländerbeschäftigungsgesetz). This applies in particular to the staff of the respective subcontractor and, if applicable, to any external staff deployed.

31. Code of Conduct

The Client shall, among other things, comply with internationally recognized environmental, labor, and social standards. The Client has regulated these as follows:

<http://www.agrana.com/agrana-gruppe/gesellschaftlicheverantwortung/>. As part of this agreement, both Parties undertake to comply with AGRANA's Code of Conduct (AGRANA Verhaltenskodex), which is attached and available at: https://www.agrana.com/fileadmin/inhalte/Code%20of%20Conduct/Update2019/Verhaltenskodex_AGRANA.pdf. AGRANA reserves the right to monitor compliance with the Code of Conduct. If the business partner becomes aware of any violation of the principles of the agreed Code of Conduct, it must immediately inform AGRANA and take appropriate measures to remedy the violation and mitigate damages. As a last resort, AGRANA reserves the right to terminate this contract with immediate effect.

32. Force Majeure

32.1 Strikes, railcar shortages, transport restrictions, import, export, and transit bans, governmental measures, as well as natural events such as low or high water, ice, storms, etc., war in the country where the services are to be provided, civil unrest, acts of government, and all measures or events related to epidemics, pandemics, and public health crises, such as the COVID-19 pandemic and/or their effects, as well as any unforeseeable, unavoidable, and serious events, entitle the Client to withdraw from the contract at any time without liability for damages or to unilaterally extend the delivery date by the duration of the impediment.

32.2 In the event of an impediment to performance, for whatever reason, the Contractor shall immediately notify the Counterparty and inform the same of the expected duration of the impediment. If the Contractor fails to comply with the aforementioned duty to inform, the Client may assert claims for damages.

32.3 Expressly excluded are public measures in connection with regulations on foreign trade, export controls, embargoes, and sanctions imposed by the European Union and its member states, the United Nations, and the United States of America.

33. Data Protection

AGRANA attaches particular importance to compliance with the GDPR (General Data Protection Regulation) and all other applicable data protection laws. This is also expected of the Contractor. AGRANA's Privacy Policy can be found at the following link: <https://www.agrana.com/datenschutz/>. A copy will be provided upon request.

34. Bank Account Verification Process

AGRANA operates a two-step verification process (including dual control and cross-channel verification). As a result, the Contractor will be contacted by two different AGRANA employees for confirmation of the Contractor's new/changed bank account. Both confirmations are required for payments to be made to the new/changed bank account.

35. Sanctions

35.1 Both Parties undertake to comply with all applicable regulations regarding foreign trade, export controls, embargoes, sanctions, as well as the regulations of the European Union and its member states, the United Nations, and the United States of America.

35.2 In the event of any violation, the Contractor shall indemnify and hold harmless the Client for all damages, losses, or penalties incurred.

35.3 Both Parties are entitled to suspend the performance of this contract in whole or in part, or to withdraw from the contract to the extent that performance is prohibited or restricted due to applicable sanctions, embargoes, or other foreign trade restrictions. Liability for any damages resulting therefrom is excluded.

35.4 The Contractor undertakes to provide the Client, upon request, with all information and evidence necessary for the verification of export control or sanctions regulations, and to notify the Client immediately of any changes.

36. No Liability in Case of Government Measures

The Client shall not be held liable for any delays or non-performance attributable to measures taken by national or international authorities in connection with export controls or sanctions.

37. Rights to Work Products

37.1 The work results, documents, reports, and other materials arising from the performance of this contract, including inventions, are the sole property of the Client, or shall become the sole property of the Client free of charge.

37.2 To the extent that a transfer of ownership is not legally possible, the Contractor hereby grants the Client, free of charge, exclusive, irrevocable, transferable, sublicensable, and perpetual rights of unlimited use in perpetuity throughout the universe.

37.3 The Contractor undertakes to fully indemnify and hold harmless the Client, upon first request, from and against any and all claims and demands by third parties and/or damages of any kind arising from infringements of copyrights and/or intellectual property rights.

37.4 All rights to work results, drafts, and other documents provided by the Client shall remain exclusively with the Client.

38. Confidentiality

38.1 The Parties undertake to treat the content of the contract and all information received in connection with the performance of this contract as confidential and not to disclose it to any third party, unless this is necessary for the proper performance (including the approval of this contract by the supervisory bodies of the Parties, if required) or in connection with financing transactions, as well as in connection with negotiations regarding the acquisition of an equity interest in either of the Parties by serious prospective buyers.

38.2 Where information is to be disclosed to third parties, such disclosure shall be limited to the extent necessary under the aforementioned exceptions, and such third parties shall in turn be obligated to maintain the confidentiality of the information received.

38.3 Each Party is entitled to disclose confidential information if so required by law, but only to the extent necessary under the law and on the condition that such information will be marked as confidential.

38.4 The obligation to maintain confidentiality is not limited to the term of the contract and shall in any case apply for at least 5 years after termination or expiry of the contract.

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