

# HAMBURGER GETREIDEBÖRSE

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Verein der Getreidehändler der Hamburger Börse e.V.

Adolphsplatz 1(Börse), Kontor 24, 20457 Hamburg Tel. 040/ 36 98 79-0 Fax. 040/ 36 98 79-20 E-Mail: secretariat@vdg-ev.de

## **Additional Rules for the Trade in Organic Cereals and Related Products**

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Legally binding shall be the original German text, but not this translation

### **§ 1**

#### **Foreword**

The terms of the agreed form contract are altered or supplemented by the following rules. These rules as laid out below have priority over the agreed form contract.

### **§ 2**

#### **Status of the Goods / Characteristics of the Goods**

1. If delivery of goods with the status "Bio", "kbA", "organic", "recognised organic goods", "eco" or another reference to their origin in organic farming has been agreed the seller guarantees to deliver goods which may be brought to market with reference to their origin in organic farming according to the EU regulation on organic production (Council Regulation (EEC) No. 2092/91 of 24<sup>th</sup> June 1991 on organic production of agricultural products and indications referring thereto on agricultural products and foodstuffs in its current valid form).

2. If delivery of goods with the status “conversion grade”, “C goods”, “C1” or “C2” or another reference to their origin in agricultural production units or parts of units in the process of converting to organic production has been agreed the seller guarantees to deliver goods which may be brought to market labelled “produced during conversion to organic production” according to the EU regulation on organic production (Council Regulation (EEC) No. 2092/91 of 24th June 1991 on organic production of agricultural products and indications referring thereto on agricultural products and foodstuffs in its current valid form).
3. If delivery of goods has been agreed which, in addition to a status as laid down in subsection 1) or 2), requires further certification (eg. GMP, GTP, QC etc.) or an additional status (eg. Bioland, Naturland, Demeter, NOP, biosuisse, IFOAM etc.), the seller guarantees to deliver goods in accordance with these additional requirements.
4. Goods which may be brought to market only with a declaration of genetic modification are not in accordance with the contractual requirements.
5. The binding status of the goods is the status which has been agreed in the contract alone.

### **§ 3 Maximum Residues**

The seller must deliver goods in accordance with the legal requirements. If in an individual contract maximum residues are agreed which are below the values laid down by the law the seller must deliver goods which comply with this requirement. If the maximum levels laid down by the law are altered after conclusion of the contract then the maximum levels laid down by the law in force at the time of fulfilment of the contract are to apply. Traces of residues are for example traces of plant protection products, insecticides, storage treatments, heavy metals, fungal poisons or traces of genetically modified organisms.

## **§ 4**

### **Analysis if Maximum Levels are Exceeded**

1. The buyer is permitted to have the residues named in § 3 analysed at a laboratory. If he wishes to exercise this right then he must appoint an analysing institute and send the samples there within 15 business days of receipt of the goods.
2. If a complete lot made up of several part-shipments is taken over in total for analysis then the buyer is permitted to make a representative mixed sample and to have an analysis made. If he wishes to exercise this right then he must appoint an analysing institute and send the samples there within 15 business days of receipt of the final part-shipment.
3. If the buyer exercises his right as laid down in subsections 1) or 2) then he must keep the goods separate and not process them until receipt of the analysis results. If the buyer makes use of the goods or a part of them before receipt of the analysis results (for example by processing, mixing or transporting them), then the seller may not be held accountable for the damage which may result from this for the corresponding total or part quantity.
4. Each party is permitted within 5 business days of receipt of the result of the 1<sup>st</sup> analysis upon immediately informing the other party to appoint an institute of analysis to carry out the 2<sup>nd</sup> analysis. The result of the 2<sup>nd</sup> analysis must be sent to the other party at the latest 5 business days after receipt of the same.
5. Each party is permitted within 5 business days of receipt of the result of the 2<sup>nd</sup> analysis upon immediately informing the other party to appoint an institute of analysis with the 3<sup>rd</sup> analysis. The result of the 3<sup>rd</sup> analysis must be sent to the other party at the latest 5 business days after receipt of the same.
6. The average of the two analyses which are nearest each other is to apply. In the case of the same difference the middle analysis is to apply.
7. If the final result reached by the analysis, the 2<sup>nd</sup> analysis and/or the 3<sup>rd</sup> analysis shows a deviation in that the value of the goods are reduced all costs are to borne by the seller. Otherwise the buyer must bear the costs.
8. Requests for the convening of a court of arbitration due to contamination as defined in § 3 must be made within 15 business days after receipt of the 1<sup>st</sup>, 2<sup>nd</sup> or 3<sup>rd</sup> analyses.
9. If these deadlines are not adhered to all rights emanating from these analyses expire.
10. Remittance of analysis results, messages to the other party and the appointment of the institute of analysis must be carried out by telex.

11. Samples must be tested by recognised institutes of analysis which are certified according to the DIN Standard ISO EC 17025/2000 or comparable standards.
12. The analysis regulations in the agreed form contract have no bearing on the analysis according to §§ 3 and 4 of these additional rules.

## **§ 5**

### **Sampling in the Case of Shipment by Land Vehicles**

1. Sampling is to be carried out by the parties immediately after arrival of the land vehicles at the place of discharge. If one party to the contract refuses to take or seal samples or if he is not present or represented then the other party may take samples and seal them.
2. The regulations in the agreed form contract regarding place and responsibility for sampling have no bearing on this contract.

## **§ 6**

### **Compensation**

If the goods do not comply with the requirements laid down in § 2 then besides the rights accruing to the buyer from the agreed form contract the buyer may require reimbursement for damage caused by processing, compounding or similar treatment.

## **§ 7**

### **Rights in the Case that Maximum Residue Levels are Exceeded**

1. If the goods exceed the maximum residue limits as per § 3 then the buyer may require the delivered goods to be removed from his premises, the price paid to be reimbursed as well as costs and interest relating to the goods.
2. Besides the right to reject the goods the buyer may require once only a replacement delivery of contractual goods. If he wishes to make use of this right the buyer must inform the seller within 5 business days of making known his rejection of the goods.

3. The seller on his part may make once only a replacement delivery for goods which he must take back. If he wishes to make use of this right the buyer must inform the seller of his intention within 5 business days of the seller making known that the goods must be taken back.
4. The replacement delivery must be made at the latest 10 business days after the goods have been taken back. If replacement goods are not delivered within this deadline then the buyer may either cancel the contract or require the price of the day to be fixed and require from the buyer the resulting price difference and the costs of the price fixing. The appropriate day is the final business day of the above-mentioned 10 business days.
5. In the case that individually agreed maximum residue levels are agreed the buyer is also permitted to require a bonification for the lower value.