

General Terms and Conditions of BIOENERGO-KOMPLEX, s.r.o.

for the Sale of Goods

effective from 1. 9. 2019

I. INTRODUCTORY PROVISIONS AND DEFINITIONS

1. General Business Terms and Conditions of BIOENERGO-KOMPLEX, s.r.o., with its registered office in the Czech Republic, Kolín, Kolín IV, 130 Pod Hroby Street, Postal Code: 280 02, Identification Number: 278 88 754, a company registered in the Commercial Register maintained by the Municipal Court in Prague under the file number C 124393/MSPH (hereinafter the "**GTC**") forms an integral part of the Purchase Contract (hereinafter the "**Contract**") and concluded between the company BIOENERGO-KOMPLEX, s.r.o., with its registered office in the Czech Republic, Kolín, Kolín IV, 130 Pod Hroby Street, Postal Code: 280 02, Identification Number: 278 88 754, a company registered in the Commercial Register maintained by the Municipal Court in Prague under the file number C 124393/MSPH as a supplier or seller (hereinafter referred to as the "**Seller**") and a Buyer (hereinafter referred to as the "**Buyer**") which contain a regulation of mutual rights and obligations of Contracting Parties relating to the obligation of the Seller to deliver to the Buyer the Goods in the quantity and quality specified in the Contract or GTC and to transfer to the Buyer the ownership right to the Goods delivered and the Buyer's obligation to pay the Seller the purchase price under the conditions specified in the Contract and these GTC.

2. By execution of the Contract, the Buyer expresses its consent with the GTC; at the same time, he declares that the Buyer has become acquainted (informed) with the GTC properly. The Buyer further declares that the data stated in the Contract are complete and true.

3. The GTC regulate the basic terms and conditions and relations between the Buyer and the Seller when purchasing the Goods; the use of the GTC or their partial use or total/partial exclusion is governed by the agreement of the Contracting Parties contained within the Contract. These GTC shall prevail over those provisions of the law that are not mandatory. Otherwise these GTC, cannot be applied to the Sale of Goods at the bottling point at the Seller's registered seat if the Buyer is a consumer pursuant to the relevant provisions of the Civil Code, Act No. 89/2012 Coll. as amended.

4. "**Contracting Parties**" are hereinafter referred together Buyer and Seller.

5. "**Contract**" - A signed written document concluded between the Buyer and the Seller, which contains, except to the definition of the Goods which is the subject to the sale, also mutual rights and obligations of the Contracting Parties related to the sale of the Goods, acceptance of the GTC and the declaration of Contracting Parties on being informed of these GTC.

6. "**Goods**" - Goods means a commodity type, in particular rapeseed oil for feed purposes, rapeseed oil for food purposes, rapeseed oil for technical purposes, rapeseed expeller, fertilizer, or other commodities specified in the Contract.

7. (a) "**Rapeseed oil for food purposes**" - oil produced by cold pressing of rapeseed (from the first pressing) and subsequent filtration. It contains 50 - 68% oleic acid (omega 9), 16 - 28% linoleic acid (omega 6) and 6 - 12% linolenic acid (omega 3). The phosphorus content is up to 30 mg / kg. The quality

must comply with the Seller's Quality Specification, as amended, which is available on the Seller's website, www.bioenergo-komplex.cz.¹

7. (b) **“Refined rapeseed oil for food purposes”** - oil produced by refining crude rapeseed oil. It contains 50-68% oleic acid (omega 9), 16-28% linoleic acid (omega 6) and 6-12% linolenic acid (omega 3). The phosphorus content is up to 2.0 mg / kg. The quality must comply with the Seller's Quality Specification, as amended, which is available on the Seller's website, www.bioenergo-komplex.cz.²

7. (c) **“Mixture of refined and cold-pressed rapeseed oil for food purposes”** - oil produced by mixing refined rapeseed oil and oil produced by cold rapeseed (from the first pressing) and subsequent filtration. It contains 50 - 68% oleic acid (omega 9), 16 - 28% linoleic acid (omega 6) and 6 - 12% linolenic acid (omega 3). The phosphorus content is up to 15.0 mg / kg. The quality must comply with the Seller's Quality Specification, as amended, which is available on the Seller's website, www.bioenergo-komplex.cz.³

7. (d) **“Mixture of refined soybean oil and cold pressed rapeseed oil for food purposes”** - an oil produced by mixing refined soybean oil and rapeseed oil produced by cold rapeseed pressing (from the first pressing) and subsequent filtration. It contains 35-48% oleic acid (omega 9), 30-42% linoleic acid (omega 6) and 3-7% linolenic acid (omega 3). The phosphorus content is up to 15 mg / kg. The quality must comply with the Seller's Quality Specification, as amended, which is available on the Seller's website, www.bioenergo-komplex.cz.⁴

7. (e) **“Mixture of refined sunflower oil and cold pressed rapeseed oil for food purposes”** - oil produced by mixing refined sunflower oil (produced by refining crude, winterized sunflower oil) and rapeseed oil produced by cold rapeseed (from the first pressing); and subsequent filtration. It contains 35-50% oleic acid (omega 9), 36-47% linoleic acid (omega 6) and 3-7% linolenic acid (omega 3). The phosphorus content is up to 15 mg / kg. The quality must comply with the Seller's Quality Specification, as amended, which is available on the Seller's website, www.bioenergo-komplex.cz.⁵

7. (f) **“Refined palm oil for food purposes”** - oil produced by refining crude palm oil. Contains 40 - 44% palmitic acid, 39 - 43% oleic acid (omega 9), 8 - 10% linoleic acid (omega 6). The quality must comply with the Seller's Quality Specification, as amended, which is available on the Seller's website, www.bioenergo-komplex.cz.⁶

8. **“Rapeseed oil for technical purposes”** - oil produced by cold pressing of rapeseed (from the first pressing), further pressing (from the second pressing) and subsequent filtration. It contains 50 - 68% oleic acid (omega 9), 16 - 28% linoleic acid (omega 6) and 6 - 12% linolenic acid (omega 3). The phosphorus content is up to 30 mg / kg or up to 65 mg / kg. The oil quality must also comply with the Seller's Quality Specification, as amended, which is available on the Seller's website, www.bioenergo-komplex.cz.⁷

¹ Upon request of the Buyer, the Seller shall demonstrate the process of producing this oil in Kosher quality.

² Upon request of the Buyer, the Seller shall demonstrate the process of producing this oil in Kosher quality.

³ Upon request of the Buyer, the Seller shall demonstrate the process of producing this oil in Kosher quality.

⁴ Upon request of the Buyer, the Seller shall demonstrate the process of producing this oil in Kosher quality.

⁵ Upon request of the Buyer, the Seller shall demonstrate the process of producing this oil in Kosher quality.

⁶ Upon request of the Buyer, the Seller shall demonstrate the process of producing this oil in Kosher quality.

⁷ Upon request of the Buyer, the Seller shall demonstrate the process of producing this oil in Kosher quality.

9. **"Rapeseed oil for feed purposes (2.20.1⁸ (2.124 according to GMP +)"⁹** - the oil is obtained by pressing rapeseed oil (from the second pressing) and then filtering. It contains approximately 58% oleic acid. Rapeseed oil for feed purposes complies with Decree of the Ministry of Agriculture No. 295/2015 Coll., implementing Act No. 91/1996 Coll., on feed, as amended, and produced according to the certified GMP + B2 standard. comply with the Seller's Quality Specification, as amended, which is available on the Seller's website, www.bioenergo-komplex.cz.

10. **"Rapeseed expellers (feedstocks) for feed purposes"** - (2.14.2)¹⁰ (2.132 according to GMP +)¹¹ are obtained by pressing rapeseed from the first and second pressing After pressing, the humidity of the expellers is adjusted by moistening and their temperature is subsequently lowered by cooling. Expellers comply with the Decree Of the Ministry of Agriculture No. 295/2015 Coll., Implementing Act No. 91/1996 Coll. on Feedingstuffs, as amended. Expellers are manufactured according to certified GMP + B2 standard. The quality must also comply with the Seller's Quality Specification, as amended, which is available on the Seller's website, www.bioenergo-komplex.cz.

11. **"Biomass used as fuel"** - Fuel obtained from plant biomass and supplied in the form of pellets of 8 to 10 mm diameter. The quality must comply with the Seller's Quality Specification, as amended, which is available on the Seller's website, www.bioenergo-komplex.cz and ČSN EN ISO 17225-1.

12. **"Plant ash fertilizer"** - plant ash obtained by biomass combustion and having the properties of a mineral calcium-calcium fertilizer. Its quality must comply with the decision on fertilizer registration No. 4173 issued pursuant to Act No. 156/1998 Coll. on Fertilizers, as amended.

13. **"Clinker"** - a solid product obtained by burning plant biomass. The product complies with Certificate No. 040-057294 of the Technical and Test Institute for Construction Prague, Branch 0400 - Teplice, dated 1.3.2018.

In case the commodity is not listed above, its quality parameters must reach min./max. requirements stipulated by ČSN No 46 2300-2 or ČSN No EN ISO 17225-1, unless otherwise agreed in the Contract by the Contracting Parties.

14. **"ČSN no. 46 2300-2"** is a Czech technical standard for the field of Agriculture, from the class Oilseeds, Oilseeds - part 2: Rape seed, valid and effective from 1.7.2006

15. **"ČSN EN ISO 17225-1"** is the Czech version of the European standard EN ISO 17225-1 for Solid biofuels - Specifications and fuel classes - Part 1: General requirements valid and effective from 1.2.2015.

16. **"Reference Sample"** means a sample of the Goods which the Buyer is entitled to take when the Goods are placed in order to check the quality parameters of the delivered Goods and to verify the quality of the delivered Goods as defined in the Contract or GTC and to identify possible defects of the Goods for which the Goods could not be used at all or at a higher cost of the Buyer.

17. **"Accredited Laboratory"** is a company ALS Czech Republic, s.r.o., based at Harfa 336/9, Prague 9, Postal code: 190 00

⁸ Rapeseed oil for feed purposes 2.20.1 according to Commission Regulation (EU) No 68/2013 on the Catalog of feed materials.

⁹ Rapeseed oil for feed purposes 2.124 according to the GMP + catalog of 9.2.2017.

¹⁰ Rapeseed expellers 2.14.2 - according to Commission Regulation (EU) No 68/2013 on the Catalog of feed materials

¹¹ Rape expellers 2. 132 according to the GMP + Catalog of 9.2.2017

18. "**Shipping Documents**" - documents used for the transport of Goods from the place of dispatch to the place of delivery. These documents provide information on the nature and characteristics of the Goods transported.

19. "**Delivery note**" - a written document signed by both Contracting Parties confirming the issue and receipt of the Goods, the essential particulars of which are in particular the type of Goods, quantity, quality or other specification of the Goods, sender and recipient address Goods and specifications of the company or natural person taking delivery of the Goods.

20. "**Weighing Note**" - proof of the result of the checkweighing. The weighing note must contain the following information:

- (a) the date, time and place of the checkweighing carried out;
- (b) the result of the measurement of the axle loads and the instantaneous weight of the vehicle;
- (c) the vehicle's registration number;
- d) name and surname of the driver of the vehicle,
- e) name and surname of the person carrying out the checkweighing,
- (f) the weighing note registration number.

21. "**International CMR consignment note**" - a document proving the conclusion of a contract of carriage. If the consignment note is missing, defective or lost, the existence or validity of the contract of carriage shall not be affected and shall continue to be subject to the provisions of the Convention on the Contract of Carriage in International Road Freight (CMR). The consignor shall receive the first copy of the consignment note, the second shall accompany the consignment and the third shall be retained by the carrier.

22. "**Labeling of the Composition of the Goods**" - a written document issued by the Seller pursuant to Regulation (EC) No 767/2009 of the European Parliament and of the Council of 13 July 2009 on the placing on the market and use of feed, respectively of Act No. 110/1997 Coll. on foodstuffs as amended.

23. "**Confirmation of Goods Receipt**" - a written document proving the receipt of the Goods by the Buyer, which contains basic information concerning the delivered Goods (date, place, quantity, type, or other specifications of the Goods).

24. "**Car Cleanliness Declaration**" - a written document signed by the carrier, in which it declares to the Seller that the vehicle intended for the carriage of the Goods did not carry any genetically modified commodities that could contaminate the Goods being transported and if so did measures necessary to clean the vehicle in order to avoid contamination without GMO commodities in transit. It shall contain in particular the following information:

- a) the date of loading,
- b) type or other specification of the transported Goods,
- c) the name of the Seller,
- d) the name of the carrier;
- e) plate number of the objective vehicle,
- f) the name and surname of the driver and the signature of the driver,
- g) the name of the consignee (recipient) of the Goods,

h) identification of the 3 last commodities transported.

25. **“Sub-declaration of compliance with sustainability criteria”** - a written document issued by the Seller upon delivery of rapeseed oil for technical purposes, in accordance with Government Order 189/2018 Coll. on Sustainability Criteria for Biofuels and Reduction of Greenhouse Gas Emissions from Fuels, as amended (hereinafter referred to as **“Government Regulation 189/2018”**). The content of the sub-declaration of compliance with the sustainability criteria is in accordance with Part C of Annex 6 to Government Order 189/2018 and is:

1. Unique identification number of the partial declaration assigned by its issuer.

2. Identification data of the issuer and recipient of the partial document

(a) in the case of a natural person, the name, registered office or, if the natural person has no registered office, the place of residence, the identification number of the person; if the person's identification number has not been granted, the date of birth shall be entered,

(b) in the case of a legal person, the name, registered office and identification number of the person, if any, in the case of a foreign person, also the location of the organizational unit of the enterprise in the Czech Republic, if it is established;

c) the registration number of the certificate and identification data of the authorized person issuing the certificate to the issuer.

3. Type of biomass or intermediate product (eg sugar beet, wheat, rapeseed, rapeseed oil) and total quantity (tonnes); in the case of a consignment consisting of several biomass or intermediate products, information on the shares of each biomass or intermediate product; where biomass or intermediate products come from waste or residues not from agriculture, forestry, aquaculture or fisheries, an indication of this fact.

4. State of origin of the biomass, in the case of intermediates, the state of origin of the biomass used to produce it.

5. Information on the method of determining the value of greenhouse gas emissions pursuant to Section 3 (4); where the bonus pursuant to point 9 of Part B of Annex 1 to this Regulation or the greenhouse gas emission saving from soil carbon accumulation due to the improved agricultural practices referred to in point 1 of Part B of Annex 1 to this Regulation has been used in the calculation Regulation, it should be stated that the bonus or savings has been used; where actual greenhouse gas emissions are used, the means of transport used (eg car, train) and transport distance should also be reported.

6. Value of greenhouse gas emissions in gCO₂eq / kg and gCO₂eq / MJ, where applicable; when determining greenhouse gas emissions using standard values, the amount of greenhouse gas emissions need not be reported.

7. Place and date of issue and signature of authorized issuing person.

II. SUBJECT OF PURCHASE

1. The subject of purchase is the Goods in the quality and in the quantity agreed between Contracting Parties according to the Contract.

2. By execution the Contract, the Seller declares that the Goods are of the quality agreed between Contracting Parties, corresponds to the quality declared in the Contract and these GTC, is free of defects.

3. In the case where the subject matter of the purchase is rapeseed oil, the Buyer expressly declares that it acknowledges that rapeseed oil (for food, feed or technical purposes) is not intended to drive engines, to generate heat or to produce mixtures referred to in § 45 of Act No. 353/2003 Coll. on Excise Duties, as amended (hereinafter referred to as the “**Excise Tax Act**”).

4. All certificates, decisions of the Central Institute for Supervising and Testing in Agriculture or sensory assessments, which have been given to the Seller and are available on its website www.bioenergo-komplex.cz, shall form an integral part of the Contract.

5. The Seller declares that it holds the following certificates, decisions of the Central Institute for Supervising and Testing in Agriculture and Sensory Assessment:

- EU ISCC Certificate issued in accordance with Regulation (EC) No EU2009/28/EC of the European Parliament for the purchase of oilseed rape, rapeseed pressing and rapeseed oil trade in accordance with sustainability criteria (FGP, OIL MILL, TRADER),
- GMP + B2 certificate for the production of rapeseed expeller and rapeseed oil for feed purposes according to GMP + B2 standards of feed additive production according to GMP + FC scheme (based on GMP + C6) according to GMP + International,
- NON GMO Certificate for rape seed processing and production of rapeseed expeller and rapeseed oil for feed purposes according to the Standard “NON GMO”, version 1.
- Kosher certificate confirming production of cold-pressed rapeseed oil and cold-pressed rapeseed oil supplied in tanks,
- Certificate No. 040-057294 for the production of cinder by combustion of plant biomass for embankments and backfills in buildings,
- Decision No 120917/2017 of the Central Institute for Supervising and Testing in Agriculture (CISTA) for the production of rapeseed expeller and rapeseed oil for feed purposes,
- Decision No 011953/2019 of the Central Institute for Supervising and Testing in Agriculture (CISTA) for the production of fertilizer from vegetable ash,
- Sensory evaluation of short-term frying oil at the Institute of Chemical Technology, Prague, protocol 1646/2017, confirming the applicability of cold-pressed rapeseed oil for short-term heat treatment of food - frying,
- Sensory assessment of oil for the preparation of mayonnaise of the Institute of Chemical Technology Prague, Protocol No. 1654/2017, confirming the taste properties of mayonnaise made of 80% cold pressed rapeseed oil,
- Sensory assessment of oil after 12 months of the Institute of Chemical Technology Prague, Protocol No. 1660/2017, confirming the sensory quality of oil after the expiry of the minimum shelf life (12 months).

III. PURCHASE PRICE OF GOODS AND PAYMENT TERMS

1. The purchase price for the Goods corresponds to the mutual agreement achieved by the Contracting Parties and is stated in the Contract.

2. The Buyer undertakes to pay the Seller the purchase price specified in the Contract based on an invoice issued by the Seller.
3. The Seller shall issue an invoice that will fulfill the function of an accounting document pursuant to Act No. 563/1991 Coll. on Accounting, as amended, and will contain the particulars of a tax document pursuant to Act No. 235/2004 Coll. on Value Added Tax, as amended (hereinafter referred to as the “**VAT Act**”), or according to other legal regulations.
4. The Buyer is obliged to pay the purchase price of the Goods by wire transfer to the account specified by the Seller on the basis of the issued Seller's invoice.
5. The maturity of the purchase price is agreed in the Contract. Otherwise, the maturity date stated on the relevant invoice shall apply, however, it shall not be less than 7 days from the date of the invoice. The ownership right to the Subject of Purchase shall pass to the Buyer upon the crediting of the Purchase Price to the Seller's bank account, unless the Contracting Parties agree otherwise.
6. In the event of Buyer's default in payment of any amount under the Contract, the Seller shall be entitled to demand and Buyer shall pay default interest on the outstanding amount annually at the repo rate set by the Czech National Bank for the first day of the calendar half-year in which the default occurred percentage points. The Contracting Parties have agreed to exclude the application of § 1971 of Act No. 89/2012 Coll. Civil Code, as amended (hereinafter referred to as “**NOZ**”), i.e. the Seller has the right to compensation for damage caused by failure to pay a monetary debt even if interest on late payment is covered.
7. In the event of the Buyer's default in payment of any amounts from the Contract, the Seller shall be entitled to immediately stop delivering the Goods under the Contract and withdraw from the Contract with immediate effect. The fact that the Seller instructs the carrier to return the Goods to the place of loading is considered to be a sign of withdrawal from the Contract. Failure to deliver according to the preceding sentence shall not constitute a breach of the Contract and the Seller shall not be liable for any resulting damages.
8. The Contracting Parties may agree in the Contract the so-called credit limit for the Buyer. The credit limit is a specific credit line of funds agreed between the Contracting Parties and transferred by the Buyer to the Seller's account. The Seller is entitled to use these funds in the event of the Buyer's default in payment of the invoice for the delivered Goods. Otherwise, upon termination of business cooperation with the Buyer, the Seller is obliged to return the credit limit, or any unused portion thereof to the Buyer without undue delay.
9. If the export of the Goods under the Treaty to a Member State of the European Union is exempt from VAT pursuant to the relevant provisions of VAT, The Buyer shall prove to the Seller the delivery of the Goods to another Member State, either by a declaration of the Buyer or an authorized third party, that the Goods have been transported to another Member State pursuant to Section 64 (5) of the VAT Act, or If the Buyer fails to submit documents proving that the Goods have been physically exported to another Member State of the European Union, the Seller shall be entitled to reclassify the said performance to domestic and require the Buyer to pay VAT according to the applicable VAT rate.
10. By execution the Contract, the Buyer further declares that all performance under the Contract is properly recorded and reported in its accounting and VAT records. The Seller is entitled to require the Buyer to prove that the performance under the Contract is properly recorded and reported in its accounting and VAT records (this is demonstrated by the output from the accounting system or by submitting tax statements, recapitulative statements and control reports). The Buyer further declares

that in connection with all performance under the Contract, the Buyer fulfills all tax obligations that may arise from such performance and that all due taxes related to these obligations will be duly and timely paid. In the event of a breach of this provision by the Buyer, the Seller shall be entitled to reclassify such supplies exempt from domestic VAT and require the Buyer to pay VAT at the applicable tax rate according to the VAT Act.

11. The Buyer declares that it is a person registered for value added tax in the Member State of the European Union that issued the tax identification number provided to the Seller, this tax identification number provided to the Seller is correct, valid and related to VAT. The Buyer undertakes to deliver to the Seller, within 3 working days from the date of signature of the Contract, a document proving the value added tax registration in the relevant European Union country according to the Buyer's registered office, including proof of registration of the account for payments for Goods for VAT purposes. VAT account according to the applicable jurisdiction). Should the Buyer fail to comply with the obligation under the preceding sentence of this provision, the Buyer undertakes to pay the Seller a contractual penalty of CZK 1,000 (in words: CZK 1,000) for each day of delay. The payment of the contractual penalty pursuant to this provision shall not affect the Seller's claim for damages caused by the Buyer in breach of this obligation. If the Buyer fails to submit a confirmation pursuant to this provision of the Contract within 10 days from the date of signature of the Contract, the Seller is entitled to reclassify the transactions exempt from VAT to domestic and to charge VAT for the Goods according to VAT.

12. The Buyer undertakes to keep its VAT registration valid for the entire period of mutual business cooperation. In case of cancellation of the VAT registration, the Buyer is obliged to inform the Seller about this fact within 24 hours from the cancellation of the VAT registration. Otherwise, if the Buyer breaches this provision of the GTC, the Seller is liable for the damage incurred, provided that the Buyer is obliged to compensate the Seller for the damage within 14 days of receipt of the Seller's request for compensation to demand payment of value added tax under the VAT Act.

13. In the event that the Buyer is a person registered for VAT in another Member State of the European Union, the Buyer further declares that he is not registered for VAT in the Czech Republic at the date of conclusion of the Contract and has not been obliged to register in these countries. This Buyer further undertakes not to take any action for the duration of the Contract or it does not register for VAT voluntarily.

14. The Buyer undertakes to always use in relation to the Seller the identification number under which it is registered for VAT and which is stated in the header of the Contract.

IV. TRANSPORT, DELIVERY, ACCEPTANCE OF GOODS AND TRANSFER OF RISK OF DAMAGE TO GOODS

1. The Seller shall deliver the Goods and the Buyer shall accept the Goods at the place of delivery specified in the Contract. Unless agreed otherwise, the place of delivery is the Seller's registered office.

2. The terms of delivery with the agreement of the Contracting Parties shall be governed by the International Rules for the Interpretation of INCOTERMS 2010 Delivery Clauses, as amended.

3. Unless the Contract stipulates otherwise, the Buyer shall notify the Seller of instructions for the delivery of the Goods in good time before the delivery date, no later than 5 working days before the commencement of shipment. If the Buyer wishes to deliver the Goods to a place of delivery other than that specified in the Contract, the Buyer undertakes to notify the Seller of such other place of delivery no later than 2 business days prior to the commencement of shipment. The Buyer shall notify the Buyer

of the change of the place of delivery by e-mail, with the Seller confirming the new place of delivery to the Buyer.

4. Proper and timely delivery of Goods by the Seller is conditional upon the Buyer providing the necessary cooperation in accordance with the Contract and these GTC. In the event that the Buyer is in delay with the fulfillment of any of its obligations arising from these GTC or the provisions of the Contract, or in any way prevents the Seller from fulfilling the obligation to deliver the Goods, the Seller's obligation to deliver the Goods the time of performance of the Goods at the place of performance, i.e. the registered office of the Seller, ready for dispatch or delivery and the Seller sent a message to the Buyer about this fact.

5. The Buyer acquires title to the Goods by taking it from the Seller and paying the purchase price for the Goods under the Contract.

6. The Seller is obliged to deliver the Goods specified in the Contract or these GTC to the Buyer in the agreed quality and time of delivery, while fulfilling his obligation to deliver the Goods at the place of delivery (or the place of performance according to Art. IV.

7. The risk of damage to the Goods shall pass to the Buyer as soon as the Goods are available to the Buyer. In the event that the Seller sends the Goods to the Buyer through the carrier, the risk of damage to the Goods passes to the Buyer at the moment of delivery of the Goods from the carrier to the Buyer. The costs related to the unloading of the Goods shall be borne by the Buyer, unless they are included in the costs according to the contract of carriage.

8. The Seller undertakes at the same time as handing over the Goods to the carrier for transport to the place of delivery to hand over to the carrier secured by the Buyer also originals or copies of the following Shipping Documents:

(i) Delivery note (original)

(ii) Weighing note (original)

(iii) Confirmation of Goods Receipt (original)

(iv) International CMR consignment note (original consisting of blue and green parts)

(v) Labeling of the Composition of the Goods (original)

(vi) Car Cleanliness Declaration (original)

(vii) Sub-declaration of compliance with sustainability criteria.

9. In the event that the Buyer carries the Goods, the Buyer undertakes:

a) to provide the Seller with the identification data of the vehicles of transport that will carry the Goods and the identity of the driver of this vehicles of transport in order to verify its authorization to transport the Goods to the Buyer,

b) ensure that there is no other kind of Goods or any other products in the storage compartment of the Goods,

c) ensure the cleanliness of the vehicles of transport, the way of ensuring that the Goods cannot be destroyed during transport to the place of delivery, in particular that the vehicles of transport does not transport toxic, dangerous material, fertilizers etc.;

d) ensure the tarpaulin cover of the Goods transported in the case of using a lorry truck, trailer, semi-trailer,

e) ensure that the vehicles of sealing of the vehicles of transport are checked to ensure that no losses are incurred during transport;

f) ensure that the weight of the loaded vehicles of transport does not exceed the maximum permissible weight in accordance with the legislation effective at the place of loading of the Goods, during transport, up to the place of delivery of the Goods. In the event that the Seller discovers any deficiencies during the inspection, it informs the Buyer before the Goods are loaded onto the vehicles of transport and if there is a lack of security of the Goods during transportation and carefully covered with the tarpaulin cover following the discovery of this deficiency and continuing to follow its instructions. In the event that the Seller identifies deficiencies, it is not entitled to load the Goods into the vehicles of transport or send the Goods for transportation without the Buyer's consent.

10. If the Seller provides the transport of the Goods, it undertakes:

a) use a suitable vehicles of transport for the carriage of the Goods; not authorized to use a vehicles of transport that carried toxic, dangerous material, fertilizer, etc.,

b) ensure that all vehicles of transport intended for the carriage of the Goods are clean, properly secured and ensuring that the Goods are not impaired during transport to the place of delivery;

c) transport the Goods separately from any other commodities or products. In the case of the transport of oil produced by the kosher process, the vehicles of transport must comply with the Kosher certificate.

d) keep records of documents proving the cleanliness of the vehicles of transport,

e) transport such quantity of Goods in the vehicles of transport that the weight of the loaded vehicles of transport does not exceed the maximum permissible weight in accordance with the legislation effective at the place of loading of the Goods, during transport up to the place of delivery,

f) ensure that the vehicles of transport is regularly cleaned and disinfected; there were no residues and smell from the previous loading in the tanker semi-trailers;

g) ensure that the driver of the vehicles of transport submits, on request, a record of the carriage of the last three bulk consignments.

11. When the Goods are delivered to the place of destination, the Buyer is entitled to take a sample of the Goods in order to check their quality control (“**reference sample**”). The quality control of the Goods based on the reference sample shall be performed by the Buyer's laboratory. In the event that the Seller does not accept the results of the Buyer's laboratory measurements, the reference sample will be sent to the Accredited Laboratory. Both Contracting Parties shall respect the measurement result of the Accredited Laboratory. If the Accredited Laboratory finds a difference in quality according to the Contract or these GTC on the basis of a reference sample, the Buyer is entitled to charge all costs for quality verification to the Seller.

12. The weighing note is the proof of measurement of the Goods.

13. Upon receipt of the Goods, the Buyer shall check all details of the Shipping Documents. In the event that any information is missing, the Buyer shall contact the Seller without undue delay to request the missing information and the Seller undertakes to notify the Buyer of the missing information so that the Goods can be taken over as soon as possible.

14. After receipt of Goods by the Buyer, respectively his authorized representative shall draw up his weighing card, print the weighing card, present it for signature to the driver of the vehicle and confirm it with a stamp and signature. One weighing note shall be kept by the Buyer and one shall be handed over/sent to the Seller. After receipt of Goods by the Buyer, respectively his authorized representative shall sign the international CMR consignment note and the delivery note, copies of which shall be sent back to the Seller. Unless the Parties agree otherwise in the Contract, in the case of export of oil abroad, the Buyer, resp. upon receipt of the Goods, his authorized representative shall sign the receipt of the Goods (original).

V. RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES

1. The Seller shall deliver the Goods to the Buyer under the terms of the Contract or these GTC.
2. The Contracting Parties are entitled to withdraw, in whole or in part, from the performance of the supply, where the non-fulfillment or delay of the obligation, except the obligation to pay the purchase price, was caused by an extraordinary, unforeseeable and insurmountable obstacle in fulfilling its obligation (hereinafter referred to as “**Force Majeure**” or “**Vis maior**”). Vis maior are mainly considered: civil unrest, rebellion, war, state intervention, epidemic, oil embargo, official ban on trade in certain products, natural disasters, etc. On the other hand, the Contracting Parties do not consider changes in climatic conditions, prolonged droughts, rains, floods etc. On the other hand, an obstacle arising from the personal circumstances of the obliged party or arising only at a time when the party was in default of performance of the agreed obligation, or an obstacle which the obliged party was obliged to overcome (especially a technical defect in the Seller's equipment) does not relieve him of responsibility for fulfilling the obligation. However, the obliged party shall inform the other party of this fact without delay, informing it of the reason for the delay, the estimated duration of its removal and the date of the probable date of substitute delivery of the Goods.
3. A Contracting Party which invokes force majeure against the other Contracting Party shall inform the other Contracting Party in writing of this fact without undue delay, stating the reasons and the likely duration of its delay or failure to fulfill its obligations. At the same time, the Party is obliged to state how to minimize the effects of such delay or non-compliance.
4. The Buyer undertakes to provide maximum cooperation to the Seller so that the Subject of Purchase can be properly delivered under the conditions set out in the Contract and these GTC and will accept the Subject of Purchase delivered from him.
5. The Buyer acknowledges and agrees that the Seller, if it choose, insures the receivables from the Buyer arising from the Contract. At the same time, the Buyer undertakes to provide the relevant insurance company with information that is not subject to business secrets or non-confidential nature and is necessary for the insurance of this claim.

VI. DECLARATION BY THE SELLER

1. By execution the Contract, the Seller declares that it is the sole owner of the Goods, which is not encumbered by any rights of third parties.
2. By execution the Contract, the Seller declares that there are no agreements, obligations or claims of third parties that could affect the subject of the Contract and that he has informed the Buyer fully and truthfully of all facts relating to the Subject of Purchase. The Seller declares that it is aware of the consequences in case of making false or incomplete statements.

3. The Seller declares that prior to the signing of the Contract, it has not concluded any other contract or other document on the basis of which it has stolen the Goods or otherwise burdened the Goods for the benefit of third parties or Lien.

4. At any time during the term of the Contract, the Seller undertakes to submit to the Buyer, upon request, an extract from the Commercial Register not older than 30 days from its execution.

VII. RESPONSIBILITY FOR DEFECTS

1. Defect of the Subject of Purchase is a condition when the function, quality or quantity of the delivered Subject of Purchase is not in accordance with the conditions specified in the Contract, these GTC and/or if the Subject of Purchase does not correspond to the submitted documentation. The delivery of a smaller quantity of the Subject of Purchase than the quantity declared in the Contract shall be considered a defect of the Subject of Purchase, which makes the Contracting Parties undisputed.

2. The Seller's obligation to deliver the agreed quantity of Goods to the Buyer and the obligation of the Buyer to take the agreed quantity of the Goods shall be deemed to be fulfilled if the quantity of Goods actually delivered and removed differs by +/- 5% from the contracted quantity unless agreed otherwise in the Contract.

3. The Seller is responsible for ensuring that the Subject of Purchase delivered by the Seller is free of any defects.

4. The Buyer is obliged to prove to the Seller in a credible manner the defects of the Goods.

5. The Buyer is obliged to inspect the Goods properly after the delivery of the Goods to the destination without undue delay. The Buyer is obliged to record any defects found by the Buyer in the consignment note or to issue his own report on the defect detection and to notify the Seller immediately after the inspection. The Buyer is obliged to notify the Seller in writing of defects that are detectable by laboratory analysis within 14 calendar days of the analysis, no later than 30 days from the delivery of the Goods to the place of delivery. The seller is not responsible for defects reported later.

6. The Seller shall notify the Buyer within 5 working days of receipt of a written notification of the defects of the Goods, suggesting a further procedure to resolve the complaint, or reject the complaint. The Seller is entitled to reject the claim even after this period if the claim proves to be unjustified.

7. During the complaint procedure, the Buyer is obliged to store the claimed Goods separately from other Goods and must not dispose of the Goods in a way that could prevent the Seller from checking the claimed defects. Within the complaint procedure, the Seller is entitled to send its representatives to the Buyer for the purpose of examining the complaint, while the Buyer is obliged to allow them to inspect the claim Goods.

8. If the Seller's written claim is justified, the Buyer has the right to request:

a) delivery of the Goods in return for missing or defective Goods,

b) a reasonable discount on the purchase price.

c) The Buyer may withdraw from the Contract in the event that the delivery of the defective goods breached the Purchase Contract in a substantial manner. However, the right to withdraw from the Contract does not arise if the Buyer is unable to return the Goods as received.

9. The Buyer is obliged to notify the Seller of the right from liability for defects pursuant to the previous paragraph without undue delay after the defect has been notified, at the latest within 2 working days, with the possibility of changing the choice only with the Seller's consent. This does not apply if the Buyer requests the removal of a defect that proves to be irremovable. When selecting a claim under Art. VII. point 8 The Buyer shall take into account the seriousness of the Seller's breached duty and the principles of fair trade.

10. In the case of delivery of replacement Goods or withdrawal from the Contract, the Buyer is obliged to return the Goods to the Seller in the state in which it was received from the Seller.

VIII. WITHDRAWAL FROM THE CONTRACT

1. The Buyer has the right to withdraw from the Contract in the event of a material breach of the contractual or legal obligation by the Seller and provided that the Seller has not remedied the breach, even within the substitute period provided for it. For the purposes of the Contract, a material breach of a contractual obligation is:

(i) if the Seller intentionally fails to deliver the Subject of Purchase duly and on time;

(ii) if the Buyer discovers defects in the delivered Subject of Purchase that could not be removed or retrospectively pursuant to Article VII hereof.

2. The Seller has the right to withdraw from the Contract in case of a material breach of the contractual or legal obligation by the Buyer. For the purposes of the Contract, a material breach of a contractual obligation is:

(i) if the Buyer fails to pay the Purchase Price properly and on time;

(ii) if the Buyer unreasonably refuses to take over the Subject of Purchase.

3. Withdrawal from the Contract shall be effective upon delivery of a written statement of the will of the withdrawing Party to the other Party, provided that the reason for the withdrawal must be determined sufficiently clearly.

4. Withdrawal from the Contract shall terminate all rights and obligations of the Contracting Parties to the Contract, except the right to compensation, payment of a contractual penalty, confidentiality, choice of law in case of dispute settlement between the Contracting Parties and provisions concerning rights and obligations which continue after termination of this Contract.

IX. SANCTIONS (PENALTIES)

1. In the event that the Subject of Purchase is not delivered within the agreed term under the Contract, provided that the Seller has not delivered the Subject of Purchase even within the substitute period provided for it (the substitute period may not be shorter than 10 working days). equal to 5% of the Purchase Price. The contractual penalty is payable within 10 days from the date of delivery of the Buyer's invitation to the Seller to pay the contractual penalty pursuant to this provision of the Contract.

2. In the event of unreasonable refusal to take over the Subject of Purchase by the Buyer and provided that the Buyer has not accepted the Subject of Purchase even in the alternative period provided for it (the substitute period shall not be less than 10 working days); as a consequence of withdrawal from the Contract by the Seller, the Seller is entitled to demand payment of a one-off contractual penalty equal to 5% of the Purchase Price. The contractual penalty is payable within 10 days from the date of delivery of the Seller's invitation to the Buyer to pay the contractual penalty pursuant to this provision of the Contract.

3. The payment of the contractual penalty pursuant to this provision of the Contract shall not affect the Buyer's right to compensation for the damage incurred.
4. In the event that the Buyer is in delay with the payment of the purchase price or part thereof, the Seller has the right to require the Buyer to pay default interest pursuant to Article III, point 6 hereof.
5. All penalties and other claims provided for in the Contract, the GTC or the relevant legal regulations shall be payable within 10 days of their application in writing to the obliged party.

X. DAMAGES

1. A Contracting Party in breach of any obligation under the Contract shall compensate the other Contracting Party for any damage caused to it by its breach of its obligations.
2. Damage in excess of that assumed by the liable party at the time of conclusion of the Contract as a result of its possible breach of contractual obligations, or which could have been foreseen, having regard to the facts known or should have been known to the liable party at that time, was not compensated. This does not apply if the damage was caused intentionally or by gross negligence.
3. The obligation to pay damages does not arise if the breach by the liable party was caused by the act of the injured party or by the lack of cooperation to which the injured party was obliged. A Contracting Party which has committed a breach of duty shall not be obliged to compensate the other Contracting Party for any damage caused by it if it proves that such breach of duty was the result of an unforeseeable and insurmountable obstacle or force majeure.
4. In the event of a breach of any obligation under the Contract by either Contracting Party and such breach of the obligation incurs damage to the other Contracting Party or to both Contracting Parties, the Contracting Parties shall use every effort and means to settle the compensation in an amicable manner.
5. If either of the Contracting Parties withdraws from the purchase contract, the right to compensation for damage incurred as a result of the breach of the obligation remains.

XI. TERMINATION OF THE CONTRACT

1. The contract shall terminate either by a written agreement of the Contracting Parties or by withdrawal from the contract.
2. The Contracting Parties are entitled to withdraw from the contract in the following cases:
 - a) The Buyer is entitled to withdraw from the Contract if the Seller fails to deliver the Goods to the Buyer properly;
 - b) The Seller is entitled to withdraw from the Contract if the Buyer has not paid the Seller the purchase price for the Goods, more than 60 days after the due date, despite the Seller's written request;
 - c) in individual cases of withdrawal from the Contract, when this possibility of termination of the Contract is defined by the provisions of the GBTC.
3. The termination of the Treaty shall be without prejudice to the provisions relating to:
 - (i) contractual penalties;
 - (ii) damages;
 - (iii) confidentiality;

iv) the provision of such rights and obligations, by their nature, that they are to survive termination of this Contract.

XII. DELIVERY

1. The Contracting Parties undertake to inform each other without delay of all relevant facts relating to the performance of the Treaty, in particular of circumstances that could jeopardize its performance.

2. The Contracting Parties agree that, unless otherwise agreed in the Contract, documents to be served by postal operators shall be delivered to their registered office registered in the Commercial Register. The Contracting Parties agree that a document sent through postal operators shall be deemed to have been delivered no later than the 10th day from the date of the demonstrable submission of such document to the postal operator. In the event of a change of delivery address or other relevant information, the Party undertakes to notify the other Party in writing without undue delay.

3. In the case of non-acceptance, the last day of the deposit period at the postal service provider shall be deemed to be the day of delivery. In the event of refusal to accept the consignment, the day on which the refusal to accept the consignment took place.

4. The Contracting Parties agree that a change of registration data, in particular a change of registered office and / or place of business, a change of statutory bodies, or a change of contact person data is not considered to be a change of this Contract.

XIII. CONFIDENTIALITY

1. The Contracting Parties are aware that all information, information and facts in connection with the Contract and its performance of which they have learned in any way (including its content), and which are not readily accessible, are Confidential Information and constitute a trade secret of the Contracting Parties.

2. The Buyer and the Seller undertake not to disclose such data, information and facts to a third party that is not bound by the confidentiality obligation imposed by law without the prior written consent of the other Party and not to use it for any purpose other than for performance of the Contract. Such consent of the other Contracting Party is not necessary if the Contracting Party is obliged to disclose or disclose such information with respect to the fulfillment of its obligations under generally binding legal regulations.

3. Termination of the Contract for any reason shall not affect the obligation of confidentiality and confidentiality.

XIV. COMMON AND FINAL PROVISIONS

1. These GTC and all relations arising therefrom shall be governed by the laws of the Czech Republic, in particular NOZ.

2. Unless the Contract provides otherwise, the dispute arising out of or relating to these GTC and/or the Contract shall be settled by the Contracting Parties preferentially by conciliation, preferably within thirty 30 days from the date of dispute by one Contracting Party shall notify the other Party. Otherwise, the Seller's general court is competent to settle disputes under this Contract³. These GTC are valid and effective on the date of entry into force and effect of the new GTC. The contractual relationship between the Seller and the Buyer is regulated, respectively shall always be governed by the currently valid and effective GTC at the time of conclusion of the Contract.

4. The Contract may only be amended by written and numbered amendments confirmed by representatives of both Parties.

5. The Seller reserves the right to change these GTC, whereas the obligation to notify the change of the GTC in writing will be fulfilled by a written notice on the change of the GTC on its website www.bioenergo-komplex.cz

6. In the event that any term, condition or provision of these GTC is and/or becomes invalid, ineffective or unenforceable in the future, or if such competent authority is found to be, the other provisions of this Contract shall remain in force and effect if the provisions and/or its content or the circumstances in which it was concluded do not imply that they cannot be separated from its other content. The Contracting Parties undertake to replace the invalid, ineffective or unenforceable provisions of these GTC with a provision that corresponds, by its content and purpose, to the original provisions and these GTC as a whole.