

**General Terms and Conditions of BIOENERGO-KOMPLEX, s.r.o.**  
**for the Purchase of Goods**  
effective from 1. 11. 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 "**Buyer**") and a Seller (hereinafter referred to as the "**Seller**") 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 signing the Contract, the Buyer and the Seller express their consent with the GTC; at the same time, the Seller declares that he has become acquainted (informed) with GTC properly.

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. The Seller's general terms and conditions are hereby expressly excluded.

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 rape seed, sunflower seed and fuel, or other commodities specified in the Contract.

7. "**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

8. "**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.

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

10. "**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.

11. "**Delivery note**" - a written document signed by both Contracting Parties confirming the issue and receipt of the Goods and which contains in particular the type of Goods, quantity, quality or other specification of the Goods, address of the sender and recipient of Goods, the date of dispatch of the delivery, the number of order or other specification of the Goods and the specifications of the company or natural person taking over the delivery of the Goods.

12. "**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.

13. "**Sub-declaration of compliance with sustainability criteria**" - a written document issued by the Seller upon delivery of rape seed, 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 gCO<sub>2</sub>eq / kg and gCO<sub>2</sub>eq / 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.

14. "**Declaration of the manufacturer or supplier of biomass fuel**" - written document issued by the Seller in accordance with Decree of the Ministry of Industry and Trade No. 477/2012 Coll. on the determination of the types and parameters of supported renewable sources for the production of electricity, heat or biomethane and on the identification and storage of documents (Part A, Annex 3).

## **II. SUBJECT OF PURCHASE, TOLERANCE, VIS MAIOR**

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

2. The subject of purchase, in the case of rape seed, shall be delivered in the quality according to ČSN 46-2300-2 and the quality, which correspond to the Buyer's specification of the basic parameters of rapeseed dated 19.3.2018 (hereinafter referred to as "**Rapeseed Specification**" or "**Specification 1**"), which forms an annex to these GTC and which, in the event of conflict, shall prevail over the relevant ČSN.

3. The object of purchase, in the case of biomass fuel, shall be delivered in the quality according to the Buyer's specification of the basic parameters of Biomass Pellets dated 1 January 2017 (hereinafter referred to as "**Biomass Pellet Specification**" or "**Specification 2**") which forms an annex to these GTC.

4. By signing the Contract, the Seller declares that the Goods are of the agreed quality, corresponds to the quality declared in the Contract and these GTC, is free of defects or damage and will comply in all respects with the Contract and Specification 1 and Specification 2. In the case that the purchase does not correspond to the required quality or quantity, the Buyer is entitled to refuse and/or return the subject of purchase.

5. The Seller's obligation to deliver the Goods in the agreed quantity to the Buyer shall be deemed to be fulfilled if the quantity of the Goods actually delivered and withdrawn differs by no more than 5% from agreed quantity of Goods (hereinafter referred to as the "**Tolerance**").

6. In the case that the Seller delivers to the Buyer a smaller quantity of Goods than Tolerance agreed pursuant to Section 3 of Article II. of GTC, the Seller undertakes to pay to the Buyer a contractual penalty of 2% of the price which corresponds to the non-delivered quantity of the Goods. The Seller's obligation to deliver the Goods in the quantity agreed pursuant to the Contract will not change upon the payment of the contractual penalty, unless the Contracting parties agree otherwise.

7. In the case that the Buyer took less of the Goods from the Seller than the quantity agreed in the Contract, the Buyer undertakes to pay to the Seller a contractual penalty of 2% of the price which corresponds to not taken quantity of the Goods. The payment of the contractual penalty expires the Buyer's obligation to take over the Goods in the quantity agreed under the Contract, unless the Contracting parties agree otherwise.

8. The obligation to pay a contractual penalty pursuant to the foregoing provisions does not arise if the breach of an obligation of Contracting Party was caused by an extraordinary, unpredictable and insurmountable obstacle which occurred independently of the will of the liable party and prevented it from fulfilling its obligation ("**Force Majeure**" or "**Vis maior**"). Vis maior are considered in particular: civil unrest, rebellion, war, state intervention, epidemic, oil embargo, official ban on trade in certain products, natural disasters, etc. The Contracting parties do not consider as Vis maior a changes in climatic conditions, prolonged droughts, rain, floods etc. On the other hand, an obstacle arising from the personal circumstances of the obliged party or arising at a time when the obliged 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. The obliged party has to inform the other party of this fact without delay, including the reason for this delay, the estimated duration for its removal and the date of the probable date of substitute delivery of the Goods.

9. A Contracting Party which applies Force majeure against the other Contracting Party shall inform it in writing and without undue delay by stating the reasons and the probable duration of its delay or failure to fulfill its obligations. At the same time, the Contracting party is obliged to state how to minimize the effects of such delay or non-compliance.

10. The provisions on the contractual penalty pursuant to the Contract and/or these GTC do not affect the right of the damaged Contracting party to apply for compensation and the obligation of the Contracting party breaching its obligation to compensate such damage beyond the contractual penalty.

### **III. PURCHASE PRICE OF GOODS AND PAYMENT TERMS**

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

2. In the event that the Goods do not meet the quality declared by the Rapeseed Specification, the Buyer is entitled to ask for a discount on the purchase price, namely:

Oil: basis of 40% oiliness - 1.5% discount: 1, ie for each percentage (or fraction thereof) below 40%, the Seller shall return to the Buyer 1.5% of the purchase price per tonne.

Impurities: For each percentage (or fraction thereof) above 2% -3,99%, the Seller shall return 1% of the purchase price per tonne.

Despite the quality defects of the Goods that do not comply with the Rapeseed specification, the Buyer is entitled to take over the Goods, but in such case the following table of payments of the purchase price will apply:

Impurities	Free fatty acids
2 % - 3,99 % = 1:1	2 % - 3,99 % = 2:1
4 % - 5,99 % = 2:1	4 % - 5,99 % = 2,5:1
From 6 % = 3:1	From 5 % = 3:1

Erucic acid	Humidity
2 % - 2,99 % = 7:1	9 % - 12,49 % = 1,3:1
3 % - 4,99 % = 10:1	12,5 % - 16,49 % = 1,4:1
From 5 % = 15:1	From 16,5 % = 1,5:1

3. The Buyer undertakes to pay the Seller the purchase price specified in the Contract based on an invoice issued by the Seller.

4. 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. If the invoice does not contain the requisites of the

accounting document and/or tax document pursuant to the VAT Act or other legal regulations, the requisites stipulated in the Contract and/or contains material or material misstatements, the Buyer is entitled to return the invoice to the Seller with the reference on deficiencies of the invoice in question. If the invoice has been returned correctly, the Seller shall issue within 5 days from the date of return a new invoice free of defects or deficiencies and with a new due date which will corresponds to the original length of the due date originally agreed. If the invoice has been return legitimately, the Seller is not entitled to ask the interest on late payment. If the Buyer returns the invoice without authorization, the Seller shall return the invoice to the Buyer within 3 days with an explanation and the original due date.

5. The Seller may not issue an invoice with a maturity of less than 14 calendar days from the date of the taxable supply.

6. The Buyer is obligated to pay the purchase price of the Goods on the basis of the invoice issued by the Seller and by wire transfer to the account specified by the Seller.

7. The maturity of the purchase price is agreed in the Contract. Otherwise, if the maturity had not been agreed in the Contract, the due date on the relevant invoice will apply. Unless the Contracting Parties agree otherwise in the Contract, the due date of an invoice issued in accordance with the terms of the Contract in Czech currency is 30 days from the date of delivery to the Buyer. If the invoice is issued in a foreign currency under the terms of the Contract, the invoice is due within 30 days from the date of delivery to the Buyer. Payment is deemed to have been made if the entire invoiced amount is debited from the Buyer's account. The ownership right to the Goods shall pass to the Buyer upon the crediting of the purchase price to the Seller's bank account, unless the Contracting Parties agree otherwise.

8. 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.

9. If the Seller is to meet the principal, interest and costs associated with the assertion of any Buyer's claim, the performance shall be set off, first, against the costs already determined, then the interest on late payment, then on the interest and finally on the principal. The Contracting Parties agree to exclude the application of Section 1932 (2) of Act No. 89/2012 Coll. of the Civil Code, as amended (hereinafter referred to as "**NOZ**").

10. In the event that the Buyer is in delay with the payment of any amounts from the Contract, the Seller shall be entitled to stop further deliveries of the Goods under the Contract, with immediate effect, and withdraw from the Contract. 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.

11. The Seller and the Buyer have agreed that the Seller will send the original invoices electronically in pdf format to the e-mail address: [asistentka@bioenergo-komplex.cz](mailto:asistentka@bioenergo-komplex.cz) and also in writing form by the postal service provider to the Buyer's registered office .

12. The Seller declares that he is aware of his duty to pay VAT on the purchase price properly to the tax administrator and that he will pay VAT properly, on time and in the correct amount. The Seller further declares that he is in good economic condition, is not a person against whom execution or insolvency proceedings would be conducted, and there is no dispute in which failure would lead to a

liability that would be impossible or economically threaten and destabilize the Seller. The Seller is not a person at risk of entering insolvency proceedings and duly and timely fulfills all its due obligations.

13. The Seller declares that he is not the person with whom the proceedings for its registration in the register of unreliable taxpayers are kept, he is not declared unreliable taxpayer and he undertakes to inform the Buyer that he has eventually become an unreliable taxpayer under the VAT Act.

14. The Contracting Parties agree that in case where the Buyer is or may be the guarantor of VAT, or if the Buyer becomes or may become the guarantor as a result of a change in legislation, the Buyer is entitled in accordance with the relevant provisions of the VAT Act (§§ 109 and 109a), to pay to the Seller's account the purchase price of the Goods without VAT. The amount corresponding to the value added tax shall be paid by the Buyer directly to the Seller's tax administrator's deposit account, instead of the Seller who is originally the provider of the taxable supply. Such a payment shall be marked with the data necessary to identify the payment according to the relevant provisions of the VAT Act. Thus, by paying value added tax to the account of the relevant tax administrator of the Seller, the Buyer's obligation to the Seller to pay the purchase price in the amount of the paid tax will be fulfilled.

15. The Buyer undertakes to inform the Seller without undue delay about the payment of value added tax to the account of the relevant Seller's tax administrator in accordance with the provisions of the VAT Act.

16. If the local tax administrator asks the Buyer to pay VAT for the Seller, the Buyer is entitled to unilaterally set off its regression claim arising from this payment against the Seller for any Seller's receivable due from the Buyer; the agreed price under this Contract shall be deemed to be paid even if the Buyer pays the tax for the Seller under the relevant provisions of the VAT Act. The Buyer undertakes to inform the Seller about this procedure.

17. In the event that the Seller assigns its claim for payment of taxable supply to the Buyer to a third party before the payment is made by the Buyer, the Buyer shall be entitled to pay value added tax directly to the relevant Seller's tax administrator under the relevant provisions of the VAT Act. The payment of the tax to the account of the relevant tax administrator together with the payment for the taxable supply without value added tax to the third party or to the assignee is considered as the fulfillment of the obligation to pay the purchase price by the Buyer under the Contract and the Buyer is not in delay. The Buyer undertakes to inform the Seller about this procedure.

#### **IV. DELIVERY CONDITIONS, ACCEPTANCE OF GOODS AND TRANSFER OF RISK OF DAMAGE TO GOODS**

1. The Seller shall deliver the subject of purchase to the Buyer within the term of the Contract, hand over the Shipping Documents related to the subject of purchase and enable the Buyer to acquire title to the Goods.

2. The Seller shall deliver the Goods and the Buyer shall accept the Goods at the place of delivery specified in the Contract. The Buyer acquires title to the Goods by taking it from the Seller and paying the purchase price for the Goods under the Contract. Prior to the handover of the Goods, the Buyer shall acquire title to the Goods if the Buyer is authorized to dispose of the consignment.

3. The Buyer shall acquire title even if the Seller is not the owner of the Goods being sold, unless at the time when the Buyer was entitled to acquire the title, he knew or knew and could have a information that the Seller is not the owner and not authorized to dispose of the Goods for sale.

4. The risk of damage to the Goods shall pass to the Buyer upon receipt of the Goods from the Seller. 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.

5. The Seller undertakes to deliver to the Buyer originals or officially verified photocopies of the following Shippings Documents at the latest upon delivery of the Goods to the place of delivery:

- i. Delivery note
- ii. Weighing card
- iii. Declaration of the manufacturer or supplier of biomass fuel (when the subject of purchase is fuel)
- iv. Sub-declaration of compliance with sustainability criteria (when the rape seed is purchased)

6. 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. The measurement result performed by the Accredited Laboratory will be respected by both parties. 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.

#### **V. LIABILITY FOR DEFECTS OF THE SUBJECT OF PURCHASE**

1. Defect of the subject of purchase is a state when the function, quality or quantity of the subject of purchase delivered to the Buyer does not comply with the conditions specified in the Contract or these GTC, including the Rapeseed Specification or the Biomass Pellet Specification, even this defect becomes apparent later. As defect of the subject of purchase is also considered a delivery of a smaller quantity of the subject of purchase than the Tolerance according to Article II, point 3 of these GTC.

2. The Seller is responsible for ensuring that the subject of purchase delivered by the Seller is free of any defects. The Seller undertakes that during the warranty period the delivered Goods will be fit for use for the agreed purpose or otherwise usual purpose and that it will retain the agreed or otherwise usual properties.

3. The Buyer is obliged to inspect the Goods properly after his delivery to the place of destination without undue delay and to notify the Seller of any discovered defects. Defects detectable by laboratory shall to be notified by the Buyer to the Seller in writing within 14 calendar days from the analysis, no later than 30 days from the delivery of the Goods to the place of delivery. Defects detectable during the manufactory of the Goods (especially during the pressing) shall to be notified by the Buyer to the Seller within 1 working day after day when the defects were discovered.

4. The Seller is obliged to inform the Buyer within 5 working days after receipt of the written defects notification with the proposal of further procedure to resolve the complaint or reject the complaint.

5. If the Goods are defective, the Buyer is entitled, at its option, to require the removal of defects by:

- i. delivery of replacement Goods for defective goods,
- ii. delivery of missing goods,
- iii. demand removal of legal defects, request removal of defects by repairing the goods, if the defects are repairable,
- iv. claim a reasonable discount on the purchase price, or
- v. withdraw from the Contract in the event of a material breach of contract.

6. 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.

7. The exercise of the right from liability for defects shall not affect the Buyer's right to compensation for damage caused by the defective Goods.

## **VI. 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 (the substitute period can not be shorter than 5 working days). 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 remedied. Detection of the defect only after subsequent processing of the Goods by the Buyer (especially odor) is also considered as substantial breach of contractual obligation and the Buyer is entitled, regardless of the possibility to ask the Seller to delivery of a new subject of purchase, to withdraw from the Contract.

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 withdrawing party to the other contracting party, provided that the reason for the withdrawal must be determined with sufficient certainty.

4. Withdrawal from the Contract shall terminate all rights and obligations of the 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 will continue after termination of this Contract.

## **VII. SANCTIONS**

1. In the event that the subject of purchase is not delivered within the agreed term under the Contract, and 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) the Buyer is entitled to require the Seller to pay a contractual penalty equal to 5% of the purchase price. The contractual penalty is payable within 10 days from the date of delivery of the Buyer's request to the Seller to pay the contractual penalty pursuant to this provision of the Contract.

2. In the event of failure to pay the purchase price pursuant to the Contract and resulting in the withdrawal from the Contract by the Seller, the Seller shall be entitled to claim 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 request to the Buyer to pay the contractual penalty pursuant to this provision of the Contract.

3. In the event that a defect arises during the subsequent processing of the Goods resulting in withdrawal from the Contract by the Buyer, the Buyer shall be entitled to claim 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 request to the Buyer to pay the contractual penalty pursuant to this provision of the Contract.

4. 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.

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.

## **VIII. 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 action 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 of the parties and as a result of such breach of the obligation to the other party or both parties to the contract, the Contracting parties shall use all efforts and means to amicably resolve the damages.

5. If either of the parties withdraws from the Contract, the right to compensation for damages resulting from the breach of the obligation remains.

## **IX 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 GTC.

3. The termination of the Contract shall be without prejudice to the provisions relating to:

(i) contractual penalties;

(ii) damages;

(iii) confidentiality;

iv) the provision of such rights and obligations, that they will survive termination of this Contract.

## **X. DELIVERY**

1. The Contracting Parties undertake to inform each other without delay of all relevant facts relating to the performance of the Contract, 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. However, the Seller is obliged to inform the Buyer about these facts/changes.

## **XI. 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 Contracting party and not to use it for any purpose other than for the 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.

## **XII. 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 shall have jurisdiction to settle disputes under this Contract.

3. 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 Contracting Parties.

5. The Buyer 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](http://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.