

**General Terms and Conditions of the company BIOENERGO-KOMPLEX, s.r.o.
for the Purchase of Goods**

effective from 1.7.2020

I. INTRODUCTORY PROVISIONS AND DEFINITIONS

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

2. By execution of the Contract, the Buyer and the Seller express their consent with the GTC; at the same time, the Seller hereby expressly declares that he has become acquainted (informed) with the GTC properly.

3. The GTC regulate the basic terms and conditions and relations between the Buyer and the Seller when purchasing the Goods, provided that the use of the GTC, or their partial use or total/partial exclusion is governed by the agreement of the contracting parties within the Purchase Agreement. These GTC shall prevail over those provisions of law that are not mandatory. The General Terms and Conditions of the Seller 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 purchase, also mutual rights and obligations of the Contracting Parties related to the purchase 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. "**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.

9. "**Reference Sample**" means a sample of the Goods which the Buyer is entitled to take when storing the Goods due to checking the quality parameters of the delivered Goods in order to verify the quality of the delivered Goods defined in the Contract resp. GTC and in order to identify possible defects of the Goods, for which it would not be possible to use the Goods at all or only at higher costs of the Buyer.

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

11. "**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.

12. "**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 of Goods, date of dispatch of the Goods, the order number and specifications of the company or natural person taking delivery of the Goods.

13. "**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.

14. "**Sub-declaration of compliance with sustainability criteria**" - a written document issued by the Seller upon delivery of rapeseed, 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) of the Government Regulation 189/2018; 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.

15. **“Declaration of the producer or supplier of biomass fuel”** - a written document issued by the Seller in accordance with the Decree of the Ministry of Industry and Trade No. 477/2012 Coll. on the determination of types and parameters of supported renewable sources for the production of electricity, heat or biomethane and on the determination and storage of documents (hereinafter referred to as **“Decree 477/2012 Coll.”** (Part A, Annex No. 3).

II. SUBJECT OF PURCHASE, TOLERANCE, FORCE MAJEURE

1. The subject of the purchase is the Goods in the agreed quality and in the agreed quantity according to the Contract.
2. The subject of purchase, in the case of rapeseed, will be delivered in the quality according to ČSN 46-2300-2 and the agreed quality according to the Buyer's specification, which determine the basic parameters of rapeseed dated 19.3.2018 (hereinafter **"Rapeseed Specification"** or **"Specification 1"**), which forms an appendix to these GTC and which, in the event of a conflict, takes precedence over the relevant ČSN.
3. The subject of the purchase, in the case of biomass fuel, will be delivered in the agreed quality according to the Buyer's specification setting the basic parameters of Biomass Pellets dated 1.1.2017 (hereinafter **"Biomass Pellet Specification"** or **"Specification 2"**), which forms an annex to these GTC.
4. By execution the Contract, the Seller declares that the Goods are in the agreed quality, corresponds to the quality declared by the Contract and these GTC, is free of defects or damage and will in all respects comply with the Contract, Specification 1 and Specification 2. If the Buyer finds that the subject the purchase does not correspond to the required quality or quantity, the acceptance of the object of purchase by the Buyer will be rejected and/or returned.
5. The Seller's obligation to deliver the Goods to the Buyer in the agreed quantity is considered fulfilled if the quantity of the Goods actually delivered and collected will differ from the quantity of the agreed Goods by a maximum of 5% (hereinafter referred to as **"Tolerance"**).
6. In the event that the Seller delivers to the Buyer a smaller quantity of the Goods than the quantity agreed by the Purchase Agreement and which is outside the Tolerance agreed pursuant to point 3 of Article II. OF GTC, the Seller undertakes to pay the Buyer a contractual penalty in the amount of 2% of the price of the amount of Goods not delivered in this way. Payment of the contractual penalty

terminates the Seller's obligation to deliver the Goods in the quantity agreed in the Purchase Agreement, unless the parties agree otherwise.

7. In the event that the Buyer purchases from the Seller a smaller quantity of Goods than agreed in the Purchase Agreement, the quantity reduced by the Tolerance, the Buyer undertakes to pay the Seller a contractual penalty of 2% of the price of such uncollected Goods. Payment of the contractual penalty terminates the Buyer's obligation to remove the Goods in the quantity agreed in the Purchase Agreement, unless the parties agree otherwise.

8. The obligation to pay a contractual penalty under the preceding provisions does not arise if the breach of obligations of one of the Contracting Parties was caused by an extraordinary, unforeseeable and insurmountable obstacle, which occurred independently of the will of the liable party and prevented it from fulfilling its obligation (hereinafter "**Force Majeure**" or "**Vis maior**"). In particular, the following are considered as Vis maior: civil unrest, riots, wars, state intervention, epidemics, oil embargoes, official ban on trade in certain products, natural disasters, etc. Conversely, the Contracting Parties do not consider Vis maior the changes in climatic conditions, prolonged droughts, rains, floods etc. On the other hand, an obstacle arising from the personal circumstances of the liable party or arising at a time when the party who caused a damage was in arrears with the fulfillment of the agreed obligation, or an obstacle which the liable party was obliged to overcome (especially technical defects on the Seller's equipment) will not release him from liability. However, the obligated party is obliged to immediately inform the other contracting party, notify it of the reason for the delay, estimate of the duration of its removal and the date of the probable date of replacement delivery of the Goods.

9. A Contracting Party which invokes Force Majeure against the other Contracting Party shall inform it of this fact in writing without undue delay, stating the reasons and the probable duration of its delay or non-fulfillment. At the same time, the Contracting Party is obliged to state how it minimizes the effects of this delay or non-compliance.

10. The provisions on the contractual penalty according to the Purchase Agreement and/or these GTC do not affect the right to compensation for damage to the injured party and the obligation of the party violating its obligation to compensate for 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 of the Contracting Parties specified in the Contract.

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

Oil: base of 40% oil content - discount 1.5%: 1, ie for each percentage (or fraction thereof) below 40% the Seller will 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 will return 1% of the purchase price per tonne.

The Buyer is entitled, despite quality defects of the Goods that do not comply with the Rapeseed Specification, to take over these Goods, but in such a case the following table of payments of the purchase price applies:

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
Od 6 % = 3:1	Od 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
Od 5 % = 15:1	Od 16:5 % = 1,5:1

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

4. The Seller will issue an invoice, which will fulfill the function of an accounting document according to Act No. 563/1991 Coll. on accounting in the valid and effective wording and will contain the requisites of a tax document pursuant to Act 235/2004 Coll. on value added tax, as amended (hereinafter referred to as the “**VAT Act**”), or in accordance with other legal regulations. If the invoice does not contain the requisites of the accounting document and/or tax document according to the VAT Act, or according to other legal regulations, the requisites stipulated by the Purchase Agreement and/or contains material or substantive inaccuracies, the Buyer is entitled to return the invoice to the Seller and inform him in writing form all deficiencies in the invoice in question. If the invoice has been rightfully returned, the Seller shall issue a new invoice within 5 days of return, free from defects or deficiencies and with a new due date so that the due date of the new invoice corresponds to the original length of the originally agreed due date. In the event of a justified return of the invoice, the Seller is not entitled to interest on arrears. If the invoice was returned by the Buyer 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, the due date of which would be less than 14 calendar days from the date of the taxable supply.

6. When selling biomass, the Seller is obliged to state on the invoice the group of biomass, in accordance with Decree 477/2012 Coll. (Annex No. 1 - Classification of biomass species that are the subject of support, into individual groups according to categories).

7. The Buyer is obliged to pay the purchase price of the Goods by non-cash transfer to the account specified by the Seller due to the invoice issued by the Seller.

8. The maturity of the purchase price is agreed in the Contract. Otherwise, the due date stated on the relevant invoice applies. Unless the Contracting Parties agree otherwise in the Contract, the due date of the invoice issued in accordance with the terms of the Purchase Agreement is 30 days from the date of delivery to the Buyer. Payment is considered made if the entire invoiced amount is debited from the Buyer's account. The ownership of the Subject of Purchase passes to the Buyer at the time of crediting the purchase price to the bank account of the Seller, unless Contracting Parties agree otherwise.

9. In the event of the Buyer's delay in paying any amount under the Contract, the Seller is entitled to demand and the Buyer is obliged to pay default interest on the owed amount which annually corresponds to the repo rate set by the Czech National Bank for the first day of the calendar half-year in which the delay occurred and increased by eight percentage points.

10. If the Seller is to pay on the principal, interest and costs associated with the assertion of any receivable of the Buyer, the payment shall be credited first to the costs already determined, then interest on arrears, then to interest and finally to the principal. The Contracting Parties have agreed to exclude the application of § 1932 paragraph 2 of Act No. 89/2012 Coll. Civil Code as amended (hereinafter "**NOZ**").

11. In the event of the Buyer's delay in paying any amounts under the Contract, the Seller is entitled to stop further deliveries of the Goods under the Contract and withdraw from the Contract with immediate effect. The fact that the Seller will instruct the carrier to return the Goods to the place of loading is also considered as a manifestation of withdrawal from the Contract. Non-fulfillment of deliveries according to the previous sentence is not a breach of the Contract and the Seller is not liable for any damages caused thereby.

12. The Seller and the Buyer have agreed that the Seller will send the original invoices electronically in pdf. format to the email address: asistentka@bioenergo-komplex.cz and at the same time in writing form by the postal service provider to the Buyer's registered office.

13. The Seller declares that he is aware of his obligation to pay VAT properly on the purchase price 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 economically good condition, is not a person against whom execution or insolvency proceedings would be conducted, does not lead any dispute in which failure would lead to an obligation, the fulfillment of which would be impossible or would economically endanger and destabilize the Seller. The Seller is not a person at risk of entering into insolvency proceedings and duly and timely fulfills all its due obligations.

14. The Seller declares that he is not a person with whom proceedings are being conducted for his entry in the register of unreliable taxpayers and is not declared an unreliable taxpayer, and undertakes to inform the Buyer that he may have become an unreliable taxpayer under the VAT Act.

15. The Contracting Parties agree that in cases where the Buyer is or may be a guarantor for VAT, or if the Buyer becomes or may become a guarantor for VAT as a result of a change in legislation, the Buyer is entitled, in accordance with the relevant provisions of the VAT Act (especially §§ 109 and 109a), pay to the account of the Seller the purchase price of the Goods without value added tax. The amount corresponding to value added tax will be paid by the Buyer to the deposit account of the Seller's tax administrator instead of the Seller, as the provider of the taxable supply, with the data necessary to identify the payment according to the relevant provisions of the VAT Act. The payment of value added tax to the account of the relevant tax administrator of the Seller will thus fulfill the Buyer's obligation to the Seller to pay the purchase price in the amount of the tax paid.

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

17. If the locally competent tax administrator invites the Buyer to pay VAT on behalf of the Seller, the Buyer is entitled to unilaterally set off its recourse claim against the Seller arising from this payment against any due receivable of the Seller from the Buyer; the agreed price according to this Purchase Agreement is considered paid even in the case of payment of tax by the Buyer on behalf of the Seller according to the relevant provisions of the VAT Act. The Buyer undertakes to inform the Seller about this procedure.

18. In the event that the Seller assigns its receivable for payment of taxable performance to the Buyer to a third party before its payment by the Buyer, the Buyer is entitled to pay value added tax directly

to the relevant tax administrator of the Seller under the relevant provisions of the VAT Act. Payment of tax to the account of the relevant tax administrator together with payment for taxable performance without value added tax to a third party or to the assignee in such a case is considered to be fulfillment of the Buyer's obligation to pay the purchase price under the Purchase Agreement and the Buyer is not in arrears. The Buyer undertakes to inform the Seller about this procedure.

IV. DELIVERY CONDITIONS, TAKEOVER OF GOODS AND TRANSFER OF RISK OF DAMAGE TO GOODS

1. The Seller is obliged to deliver the subject of purchase to the Buyer within the term according to the Purchase Agreement, to hand over to him the Shipping Documents that relate to the subject of purchase and to enable the Buyer to acquire ownership of the Goods.

2. The Seller shall deliver the Goods and the Buyer shall take over the Goods at the place of delivery specified in the Contract. The Buyer acquires ownership of the Goods as soon as the delivered Goods are handed over to him and by paying the purchase price according to the Purchase Agreement. Prior to handing over the Goods, the Buyer acquires ownership of the Goods if he has been authorized to dispose of the consignment.

3. The Buyer acquires ownership even if the Seller is not the owner of the Goods sold, unless at the time when the Buyer had the ownership right to acquire, knew or should have known and could have known that the Seller is not the owner and is not entitled to dispose of the Goods for sale.

4. The risk of damage to the Goods passes to the Buyer by taking over 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 time of delivery of the Goods from the carrier to the Buyer.

5. The Seller undertakes to deliver the originals or officially certified photocopies of the following Shipping Documents to the Buyer no later than with the delivery of the Goods to the place of delivery:

- i. Delivery note (in the case of biomass, it is necessary to state the group of biomass in accordance with Decree 477/2012 Coll. (Annex No. 1 - Classification of biomass species that are the subject of support, into individual groups according to categories).

ii. Weighing Note

iii. Declaration of the producer or supplier of biomass fuel (in case the subject of purchase is fuel)

iv. Sub-declaration of compliance with sustainability criteria (in case the subject of purchase is rapeseed)

6. Upon delivery of the Goods to the destination, the Buyer is entitled to take a sample of the Goods, in order to check the 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 measurement results of the Buyer's laboratory, in such a case 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, the Buyer is entitled to re-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 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, including the Rapeseed Specification or Biomass Pellet Specification, and/or if the Subject of Purchase does not correspond to the submitted documentation, although this defect will manifest

itself later. The defect of the Subject of Purchase is also considered to be the 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 him will be free of any defects. The Seller undertakes that the delivered Goods will be suitable for use for the agreed or otherwise usual purpose during the warranty period and that it will retain the agreed or otherwise usual properties.

3. After delivery of the Goods to the destination the Buyer is obliged to inspect the Goods properly without undue delay and to notify the Seller of any detected defects. Defects that can be detected by laboratory analysis, the Buyer is obliged to notify the Seller in writing within 14 calendar days of the laboratory analysis, no later than 30 days from delivery of the Goods to the place of delivery. Defects detectable only during the subsequent processing of the Goods by the Buyer (especially by pressing), the Buyer is obliged to notify the Seller no later than 1 working day from the day when the Defect was discovered.

4. The Seller shall notify the Buyer within 5 working days of receipt of written notification of the detected defects of the Goods, suggesting a further procedure to resolve the complaint or reject the complaint.

5. If the Goods have defects, the Buyer, at its option, shall demand the elimination of defects by:

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

6. The Buyer shall notify the Seller of the right from liability for defects pursuant to the previous paragraph without undue delay after notification of the defect, no later than within 2 working days.

7. The exercise of the right from defective performance does not affect the Buyer's right to compensation for damage caused by the provision of defective performance.

VI. WITHDRAWAL FROM THE CONTRACT

1. The Buyer has the right to withdraw from the Contract in the event of a material breach of contractual or legal obligation by the Seller and provided that the Seller has not remedied the breach, even within the substitute period provided for him (replacement period may not be less 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 fulfill the obligation to deliver the Subject of Purchase properly and on time;

(ii) if the Buyer discovers defects in the delivered Goods that could not be removed afterwards.

The discovery of a defect during the subsequent processing of the Goods by the Buyer (especially the odor) is also considered as a material breach of the contractual obligation and the Buyer is entitled, regardless of the possibility of delivery of a new Subject of Purchase, resp. replacement goods for defective goods by the Seller, withdraw from the Contract.

2. The Seller has the right to withdraw from the Contract in the event of a material breach of 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 Contracting Party to the other Contracting Party, provided that the reason for withdrawal must be defined with sufficient certainty.

4. Withdrawal from the Contract shall terminate all rights and obligations of the Contracting Parties to the Purchase Agreement, 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.

VII. SANCTIONS

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), the Buyer is entitled to demand a one-time contractual penalty from the Seller in the amount 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 non-payment of the purchase price under the Contract and resulting in withdrawal from the Contract by the Seller, the Seller is entitled to demand payment of a one-time contractual penalty in the amount 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 of finding a defect that arose during the subsequent processing of the Goods and resulting in withdrawal from the Contract by the Buyer, the Buyer is entitled to demand payment of a one-time contractual penalty in the amount 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.

5. In the event of a breach of the Seller's obligation to deliver the agreed volumes of fuel, or in the event of a delay in its delivery, the Buyer is entitled to demand from the Seller payment of a one-time contractual penalty of CZK 1,000 for each tonne of fuel not delivered.

6. In the event of a breach of the Buyer's obligation to take the agreed volumes of fuel, or in the event of a delay in its removal, the Seller is entitled to demand from the Buyer payment of a one-time contractual penalty of CZK 1,000 for each tonne of fuel not delivered. The Contracting Parties also agreed that the Buyer is not obliged to pay a contractual penalty if he is unable to remove fuel for technical reasons, such as defects in the Buyer's technological equipment, planned outages or inability to store or store fuel.

7. Payment of the contractual penalty pursuant to this provision of the Contract shall not affect the Buyer's right to compensation for damages incurred.

8. All sanctions and other claims stipulated by the Contract, GTC or the relevant legal regulations shall be payable within 10 days of their application in writing form to the obligated Contracting Party.

VIII. DAMAGES

1. A Contracting Party in breach of any obligation arising from 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 compensate for damage shall not arise if the non-fulfillment of the obligation by the obligated Contracting Party was caused by the actions of the injured Contracting Party or the lack of co-operation to which the injured Contracting Party was obliged. A Party which has committed a breach shall not be obliged to compensate the other Party for the damage caused thereby if it demonstrates that such breach was the result of an exceptional, unforeseeable and insurmountable obstacle or Force Majeure.

4. In the event of a breach of any obligation under the Purchase Agreement by either party and such breach of the obligation incurs damage to the other Contracting Party or both Contracting Parties, the Contracting Parties shall use every effort and means to settle the compensation such damage in an amicable manner.

5. If one of the Contracting parties withdraws from the Purchase Agreement, the right to compensation for damages incurred as a result of the breach of duty remains.

IX. TERMINATION OF THE PURCHASE AGREEMENT

1. The Contract shall terminate either by 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 not affect the provisions relating to:

(i) contractual penalties;

(ii) damages;

(iii) confidentiality;

iv) the provision of such rights and obligations by the nature of which it follows that they are to continue after the 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 Contracting Party undertakes to notify the other Contracting 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 shall not be considered as circumstances 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 data, information and facts in connection with the Contract and its performance, which they have learned in any way (including its content) and which are not commonly available, are confidential information and constitute trade secrets of the Contracting Parties.
2. The Buyer and the Seller undertake not to disclose such data, information and facts to a third party who is not bound by the obligation of confidentiality stipulated by law without the prior written consent of the other Contracting 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 required in the event that the Contracting Party is obliged to communicate or publish such information with regard to the fulfillment of its obligations arising from generally binding legal regulations.
3. Termination and validity of the Purchase Agreement for any reason does not affect the obligation of 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 Contracting Party. Otherwise, the Buyer's general court is competent 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

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.