

**GENERAL BUSINESS TERMS AND CONDITIONS OF ENAGRO, a.s. FOR THE SALE OF RAPESEED MEAL
(delivery rule according to INCOTERMS 2010 -DAP)**

1 Subject-matter of the General Business Terms and Conditions

- 1.1** The subject-matter of these General Business Terms and Conditions (hereinafter referred to as "GBTC" only) is the regulation of the relations arising from the frame purchase Contract or another purchase contract for the sale of RAPESEED MEAL, concluded by ENAGRO, a.s. as the seller with another legal entity or natural person as the buyer (hereinafter referred to as the "Contract" only).

2 Definitions

- 2.1**
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| „Total Purchase Price“ | means the purchase price for RAPESEED MEAL Delivery determined as a multiple of the Unit Purchase Price and the weight of RAPESEED MEAL Delivery. |
| „Total RAPESEED MEAL Amount“ | means the amount of RAPESEED MEAL, delivery of which is the subject-matter of the obligation between the Seller and the Buyer during the agreed period of duration of the Contract, at the monthly tolerance + /- 2 % in option of the Seller. |
| „RAPESEED MEAL“ | means meal extracted from rapeseed with lecithin and low content of glucosinolates. |
| „RAPESEED MEAL Delivery“ | means the particular RAPESEED MEAL delivery on the basis of the Contract. |
| „Unit Purchase Price“ | means the purchase price (in EUR) for 1 tone of RAPESEED MEAL inclusive of freight costs |
| „Checkpoint“ | means the area within warehouse of the Seller or other place designated by the Seller in which weight shall be determined; such area shall be equipped with a road/railway scale conforming to the technical standard STN EN 45501. |
| „Buyer“ | means the legal entity or natural person, which has concluded the frame purchase Contract or another purchase contract for RAPESEED MEAL with the Seller, whereas the particular buyer will be specified and defined in the Contract itself. |
| „Place of Delivery“ | means the warehouse in the place of the seat of the Buyer or other warehouse set in the Contract. |
| „Weekly Schedule “ | means the weekly plan with the set time of RAPESEED MEAL deliveries prepared by the Seller, determining RAPESEED MEAL amount, which the Buyer is obliged to take from the Seller in the particular calendar week, as well as the time when the Buyer is obliged to take the RAPESEED MEAL Delivery from the Seller. |
| „Seller“ | ENAGRO, a.s., with the seat at Trnavská cesta, 920 41 Leopoldov, Slovak Republic, Identification No.: 43 814 808, registered in the Commercial Register of the District Court Trnava, section Sa, file No. 10469/T. |
| „Confidential Information“ | mean all facts, which the Contracting Parties learned when performing the Contract or in any connection with it, including all schemes, references, documents, plans, which were acquired, prepared or provided in order to perform the Contract, according to the Contract or in any connection with it. |

„Force Majeure“

event or condition directly or indirectly affecting the activities of the Party which is beyond the control of the Party and prevents the Party from fulfilment of its obligations and could not, by the exercise of due diligence, have been foreseen or avoided in whole or in part by the Party in the time of the origin of its obligations and cannot be reasonably assumed that the Party would overcome or turn away such event or condition or its consequences. Notwithstanding the aforesaid the interruption of the Seller 's operation due to technical or any other reasons for at least three days shall be always deemed Force majeure event.

„Contracting Party“

means the Seller and/or the Buyer.

- 2.2** The definitions stated in these GBTC and used in the Contract are interpreted for both the Contract and these GBTC in the same meaning. The terms defined in clause 2.1 of these GBTC are equally valid for singular and plural of the defined terms.

3 RAPESEED MEAL delivering

- 3.1** Each RAPESEED MEAL Delivery is realized on the basis of the Weekly Schedule, prepared by the Seller for the particular calendar week. The Weekly Schedule must be delivered to the Buyer no later than on 2pm on Tuesday in the week preceding the week, in which the RAPESEED MEAL Deliveries under the respective Weekly Schedule shall be realized. The Buyer is obliged to confirm such prepared and delivered Weekly Schedule in writing to the Seller no later than at noon on Thursday in the week preceding the week, in which the RAPESEED MEAL Deliveries under the respective Weekly Schedule shall be realized. If the Buyer does not deliver the written confirmation of the Weekly Schedule to the Seller within stated period, the Seller is entitled not to perform any of the deliveries addresses in the respective schedule and may proceed just as in the case of delay of the Buyer in accordance with clause 5.1 of these GBTC. In the confirmation of the schedule the Buyer must state the correct number of the order which the Seller announces to him together with the first Weekly schedule at latest. If the Buyer does not confirm the schedule in at least two cases, i.e. in at least two cases does not deliver the written confirmation of the schedule to the Seller within stated period, the Seller is entitled to withdraw from the Contract. If the Buyer does not confirm the schedule or does not state the correct order number in his confirmation, the Buyer shall pay to the Seller Contractual penalty in the amount of 100 EUR for each individual breach; right of the Seller to claim damages to the whole extent is not affected thereby. The Seller is not obliged to perform deliveries in regular time intervals or to perform deliveries every calendar week.
- 3.2** The Seller undertakes to provide for the carriage of the RAPESEED MEAL Deliveries to the Place of Delivery by the means of transport having the certificate for transportation of feeds. The Seller may require the reimbursement of any costs arisen to the Seller in connection with unloading of RAPESEED MEAL in the Place of Delivery.
- 3.3** The Seller undertakes to issue an individual delivery note for each RAPESEED MEAL Delivery, whereas one (1) conformable delivery note shall be issued for each mean of transport, regardless the number of means of transport by which the particular RAPESEED MEAL Delivery is transported. The delivery note must inter alia contain the following details: a) business name of the Seller and the Buyer; b) date and time of delivery; c) weight of the RAPESEED MEAL Delivery (net weight excluding the weight of the means of transport, by which the RAPESEED MEAL Delivery is transported); d) identification number of the means of transport, by which the RAPESEED MEAL Delivery is transported; e) label/tag containing description of the feeding material f) order number. The delivery note must be signed by the Seller and by the Buyer. If the delivery concerns road transport, the Seller shall also issue the International road consignment note (CMR document) that shall be signed by Seller, Buyer and carrier. If the delivery concerns rail transport, the Seller shall also issue the International rail consignment note (CIM document) that shall be signed by Seller, Buyer and carrier.

- 3.4** Contracting Parties agreed that for purposes of calculation of the Total Purchase Price, the decisive weight of the RAPESEED MEAL Delivery shall be determined in the Checkpoint by the Seller and stated in the delivery note. The weight determined in this way shall be decisive and binding on both Parties. The Buyer shall pay only for the really delivered quantity.
- 3.5** Contracting Parties agreed that RAPESEED MEAL will be delivered by the Seller to the Buyer under the DAP rule as defined in Incoterms 2010, with the following additional arrangements: a) RAPESEED MEAL Delivery is considered to be properly delivered to the Buyer when the Seller enables the Buyer to dispose of the goods in the Place of delivery; b) Ownership of the RAPESEED MEAL Delivery shall pass on the Buyer upon the full payment of the Total Purchase Price for the particular RAPESEED MEAL Delivery; c) The risk of the loss or damage to the RAPESEED MEAL Delivery shall pass on the Buyer upon its proper delivery.
- 3.6** Total RAPESEED MEAL amount is not traded in line GMP+.

4 Terms of Payment

- 4.1** The Buyer commits to pay the Total Purchase Price to the Seller within period stated in the Contract; the Total Purchase Price shall be determined on the basis of the weight data stated in the delivery note. In the case of delay with the payment of the Total Purchase Price or any other payment arisen under the Contract or in connection therewith for more than seven days, the Seller has the right to stop RAPESEED MEAL deliveries without previous warning and the Buyer automatically loses the claim for replacement of the RAPESEED MEAL deliveries, which the Buyer was not allowed to take in accordance with the Weekly Schedule during the suspension period and the Total RAPESEED MEAL Amount shall be decreased thereby. The Seller may stop RAPESEED MEAL deliveries until all due payments under the Contract or in connection therewith are settled by the Buyer. The provision 5.1 of these GBTC shall apply proportionately.
- 4.2** The Seller will issue and deliver the invoice (the delivery of the invoice, however, is not the condition for payment of the purchase price) to the Buyer after the proper delivery. The delivery note shall represent the annex to the invoice and the Buyer undertakes to give the signed original counterpart thereof back to the Seller without undue delay. The Seller shall also confirm the CMR document or CIM document in the place of unloading and the Buyer undertakes to give the signed original counterpart thereof back to the Seller without undue delay. If the Buyer breaches this obligation – to send back the signed delivery note or CMR document or CIM document - repeatedly, the Seller has the right, in case of the second and any subsequent breach, to suspend without warning deliveries under the Contract until all delayed signed original counterparts of delivery notes, CMR documents and CIM documents are delivered to the Seller (whereas the Buyer loses the right for RAPESEED MEAL deliveries which were not delivered due to suspension of deliveries and the Total RAPESEED MEAL Amount shall be decreased thereby); the provision 5.1 of these GBTC shall apply proportionately. If the Buyer fails to deliver the signed counterpart of the delivery note or the CMR document or the CIM document to the Buyer more than once the Seller may withdraw from the Contract. Besides that, the Seller has the right to ask the Buyer to pay the contractual penalty in the amount of the VAT (value added tax) applicable on the territory of the Slovak republic in the time of RAPESEED MEAL Delivery, calculated from the Total Purchase Price, for each breach of the obligation of the Buyer to return the signed CIM or CMR document immediately to the Seller; the right of the Seller to ask damages to the whole extent shall not be affected thereby. The invoice issued by the Seller must meet all the requisites required for such tax document by the generally binding legal regulations valid and effective in the Slovak Republic.
- 4.3** The Buyer shall pay the Total Purchase Price in the manner of cashless payment to the bank account of the Seller stated in the Contract or announced to the Buyer in another way.
- 4.4** In the case of delaying the payment of the Total Purchase Price or any other payment under Contract or in connection therewith, the Buyer is obliged to pay the interest on late payment to the Seller in the amount of 0,1% of the owed amount per each commenced day of the payment delay. The Seller's right to claim damages to the whole extent is not affected thereby.

- 4.5** If the Seller gets in the payment default with the Total Purchase Price or any other payment under Contract or in connection therewith the Seller may withdraw from the Contract should the Buyer not pay the owed sum within the grace period of five days from the date of the receipt of the Seller's notice. If the Seller gets into payment default with the Total Purchase Price or any other payment under Contract or in connection therewith more than once the Seller is entitled to withdraw from the Contract immediately. Payment defaults according to previous sentence does not have to be simultaneous.
- 4.6** All amounts stated in these GBTC or in the Contract are considered as exclusive of the value added tax ("VAT"), unless not agreed differently in particular provisions. VAT will be added to the respective sums according to valid legislation unless valid legislation does not stipulate otherwise..

5 Compensation of damage and Contractual penalty

- 5.1** If the Buyer is in delay with the off-take, i.e. does not take the delivery in accordance with the Delivery schedule, the Seller is entitled to store the RAPESEED MEAL Delivery at the Buyer's costs as well as to sell the delivery or its part to any third party and charge the Buyer for the positive difference between the Total Purchase Price and the price paid by the third party and for the storage costs arisen till the purchase by the third party. The Seller is also entitled to charge the Buyer for any freight costs arisen in connection with the Buyer's failure to take the delivery pursuant to Weekly schedule as well as for any other costs arisen in connection therewith. If the Buyer fails to take the delivery in accordance with the delivery schedule in at least two cases (defaults do not have to be simultaneous) the Seller may immediately withdraw from the Contract. The Buyer loses his right to be delivered RAPESEED MEAL deliveries which the Buyer did not take according to Weekly schedule and the Total RAPESEED MEAL Amount shall be decreased thereby. Partial acceptances are not permissible.
- 5.2** The Buyer has the right to postpone the take-over of delivery in the maximum amount of 30% from the particular weekly delivery if needed, according to the conditions stated further in this provision. In case that the Buyer wishes to postpone the take-over of RAPESEED MEAL Delivery to the later date than the date determined by the Weekly Schedule, the Buyer must request for that in writing no later than on the day, in which the Buyer was obliged, according to clause 3.1 of these GBTC, to confirm the delivered Weekly Schedule to the Seller and the Buyer may postpone the take – over of the above-stated amount only to the term falling within the nearest following week. In case the Buyer observes the stated period, the Seller shall only require the storage costs arisen in connection with the postponement of the above-stated amount.
- 5.3** The Seller is entitled to unilaterally change the confirmed Weekly schedule should the Seller announce such change to the Buyer 48 hours prior to the originally confirmed delivery date.
- 5.4** If the quality of a particular RAPESEED MEAL Delivery does not meet the requirements set forth in the contract, the Buyer is entitled to proportional discount of Total Purchase Price if the Buyer claims it within 48 hours as of the moment of the delivery of the RAPESEED MEAL Delivery. In case that the particular RAPESEED MEAL Deliveries repeatedly - at least three times within six (6) month period - do not meet the qualitative requirements set forth in the contract, the Buyer is entitled to withdraw from the contract. If the Buyer does not accept the analysis of the qualitative parameters issued by the laboratory of the Seller, the analysis of qualitative parameters issued by the EUROFINS BEL/NOVAMANN s.r.o., with registered seat Komjatická ul. č. 73, 940 02 Nové Zámky, identification number 31 329 209, on the basis of the samples taken by the Seller shall be deemed final and binding upon the Parties. Costs connected with the final analysis of EUROFINS BEL/NOVAMANN s.r.o. shall be borne by the Contracting Party, to whose disadvantage were its findings.
- 5.5** If any of the Force Majeure events occurs and such event prevents the Buyer from performing the Contract for more than 35 days the Seller may withdraw from the Contract. The Total RAPESEED MEAL Amount to be delivered and taken by the Buyer shall be decreased by the amount of RAPESEED MEAL falling within the Force majeure event period occurred on either side unless the Seller stipulates otherwise.

- 5.6** As for the quality of the RAPESEED MEAL, the Seller is responsible only to that extent that RAPESEED MEAL, at the time of delivery, is in compliance with the quality requirements set in the Contract. Any description or suggestion regarding the usage of RAPESEED MEAL for any purpose done by the Seller is done in a good faith however without responsibility of the Seller for usability or suitability of RAPESEED MEAL for any purpose.
- 5.7** The Seller shall not be responsible for the lost profit of the Buyer or for the costs arisen in connection with the Seller's breach of Contract. The liability of the Seller for any claims arisen under contract or in connection therewith including damage claims and contractual penalty claims shall be limited to the amount equal to 5 % of the part of the Total purchase price corresponding to the RAPESEED MEAL that was not delivered duly and timely, however not more than 20 000 EUR for the whole contract term. Should there not be possible to determine the amount limiting the Seller's responsibility for any claims of the Buyer according to previous sentence, such amount shall be determined as 5 % of the Total Purchase Price, however not more than 20 000 EUR for the whole contract term. The Buyer is not entitled to damage claim (or any other claim) as a consequence of the defective fulfilment if the Buyer was entitled to assert the right for discount of the Total Purchase Price.
- 5.8** The Buyer loses right to purchase all the RAPESEED MEAL the Buyer did not take due to reason on the side of the Buyer (including Force Majeure event on the side of the Buyer) and right to purchase all RAPESEED MEAL the Seller was entitled not to deliver to the Buyer (including Force majeure events on the side of the Seller); the Total RAPESEED MEAL amount shall be decreased thereby.
- 5.9** Other rights of the Seller to require remedy or to terminate the Contract stipulated in the applicable legislation and INCOTERMS 2010 are not affected by any arrangements stated in this GBTC or Contract.

6 Confidentiality obligation

- 6.1** The parties undertake to preserve confidentiality of the confidential information related to the Contract including its appendices or its amendments, as the case may be; this commitment of the parties is not time limited.
- 6.2** The confidentiality obligation does not apply to:
- a) situations when the party disclosed the confidential information subject to a prior written consent of the other party,
 - b) situations when the party is required by the laws to provide the confidential information. The aggrieved party undertakes to inform the other party in reasonable advance on the origin of its obligation to provide confidential information according to the laws and on the manner and the range of the fulfilment of such obligation,
 - c) situations where the Party used the confidential information in court, arbitral, administrative and other proceedings regarding rights and duties arisen under Contract or in connection therewith.
- 6.3** The parties undertake not to further disclose the confidential information to third parties without the prior written consent of the other party and not to allow access of third parties to the confidential information. The third parties shall exclude the members of the bodies of the Contracting parties, employees or other assigned persons of the parties, auditors or legal and other advisors of the parties, who are bound with regard to the confidential information disclosed to them by the obligation of non-disclosure under the law or agreement, and also any other persons, if it is necessary for the purpose of fulfilment of obligations and execution of rights from the Contract.

7 Delivering

- 7.1** The delivery of any documents under the Contract or in connection therewith shall be regarded delivered:
- a) via fax, by printing the confirmation of sending off the fax message from the fax of the sender to the fax of the addressee,
 - b) via electronic post (via e-mail) on the day of its sending off from the e-mail of the sender to the e-mail of the addressee,

c) via mail, courier or personally delivery, by delivery the document to the addressee. If sent via mail, a recorded delivery with return receipt proving the delivery to the address stated in the par. 7.2. must be used. If sent in another way, the document might be delivered also to a different address where the addressee is reached in the time of delivery. The date of delivery of the document shall also be considered the day on which the addressee refuses to receive the delivered document, or the third day since the storage of the document with the post office or the day on which an employee of the post provably marked the mail by words "Addressee moved away", "Unknown addressee", or other note of similar meaning if such note is true or when delivered by courier or personally also on the day, on which the document failed to be delivered because the addressee was not reached.

7.2 For the purposes of delivery by mail, the addresses of seats of the parties specified in the heading of the Contract shall be used unless the sender is notified of a new address of the seat, or another new address for delivering written documents, by the addressee in writing. In case of any change of the address for delivering written documents on the basis of this agreement or in relation hereto, the relevant party undertakes to inform the other party on the change of address without undue delay; in such a case, the new address, duly notified to the party before sending the written document, shall be decisive for the delivery of documents.

7.3 Documents concerning termination or alteration of the Contract, unless stipulated expressly otherwise in these GBTC, shall be delivered only via mail as recorded delivery with return receipt, via courier or personally.

8 Governing law and the resolution of disputes

8.1 The Contract and rights and obligations from the Contract shall be governed and interpreted primarily in compliance with the Commercial Code and its provisions regulating the Contract of purchase and by other legal regulations valid and effective in the Slovak Republic, with exclusion of laws of conflict, and in any case the law of the Slovak Republic is governing law for any disputes occurred from the Contract or in any connection with it. In addition the Incoterms of the International chamber of commerce valid upon Contract conclusion shall apply.

8.2 The parties hereto have agreed to resolve any disputes arising from the Contract or in connection therewith including disputes over the validity, interpretation or cancellation of the Contract, before the Arbitration Court of the Slovak Chamber of Commerce and Industry based in Bratislava, in accordance with its fundamental internal legal regulations. The parties hereto have also agreed that any dispute shall be decided by three arbitrators appointed in accordance with the Rules of Procedure of the Arbitration Court. The Parties hereto undertake to submit to and be bound by the arbitration ruling. The proceedings are to be held in English language; the place of arbitration shall be Bratislava.

8.3 The Contracting parties agreed that the provisions of the UN Convention on Contracts for the International Sale of Goods – CISG shall not apply to the relations arising from the Contract and in connection with it.

9 Assignment, transfer and inclusion

9.1 The Buyer is not authorized to assign any rights or obligations resulting from the Contract or incurred in any relation with them without prior written approval of the Seller. At the same time the Buyer is not authorized, without prior written approval of the Seller, to offset its receivable against the Seller, incurred in connection with performance of the Contract or in any relation with it. The Contract shall be binding on the Contracting Parties and their legal successors.

10 Duration of the Contract

10.1 Without affecting the provision 5.9, the Contracting Parties agreed that before the expiration of the agreed period the Contract can terminate upon: a) written agreement of the Contracting Parties; b) withdrawal from the Contract in the events established by the Contract including these GBTC; c) written notice of any Contracting Party sent to the other Contracting Party, whereas the notice period is three (3) months and commences to lapse on the day following the day, on which the notice was delivered to the other Contracting Party. Additional fulfillment of the obligation breaching of which

established the Seller's right to withdraw from the Contract does not cause the expiry of the Seller's right to withdraw and thus § 349 sec. 2 of the Commercial Code shall not apply. The Seller is always entitled to withdraw from the whole Contract unless the Seller states otherwise in its withdrawal. The Seller, unless stated expressly otherwise in Contract, is always, in cases stipulated in the Contract and GBTC, entitled to withdraw from the Contract without setting a grace period and without warning.

11 Final provisions

- 11.1** The Contract (including these GBTC) represents the entire agreement between the Contracting Parties in relation to and with respect to the transactions anticipated by the Contract and relations founded by the Contract and replaces all previous verbal and written agreements or arrangements between the Contracting Parties.
- 11.2** If any provision, commitment or condition included in the Contract is deemed invalid or unenforceable due to any reason, this will not affect other provisions of the Contract, whereas the relevant invalid provision shall be replaced by such a provision of a generally binding legal regulation, which is of the closest meaning to the invalid one, so that the purpose of the Contract is reached.
- 11.3** Should there be in these GBTC or contract used term "immediately" or "without undue delay", the time period inevitably needed for execution of the respective act, however not more than 8 days, shall be understood thereby.
- 11.4** These GBTC form an inseparable part of any frame purchase contract or another purchase contract for the sale of RAPESEED MEAL, concluded by ENAGRO, a.s. as the Seller with another legal entity or natural person as the Buyer, in version published on the internet site www.enagro.sk on the day of conclusion of the Contract. The Seller may unilaterally alter these GBTC; any amendment of these GBTC is effective in relation to Buyer and become inseparable part of Contract since the day of publishing such amendment on the internet site www.enagro.sk.