

GENERAL BUSINESS TERMS AND CONDITIONS OF INTERAGROS VP, a. s. FOR THE PURCHASE OF COMMODITIES

Article I PREAMBLE

1. The General Business Terms and Conditions of INTERAGROS VP, a.s. for the Purchase of Commodities (hereinafter referred to as the "GBTC") regulate the legal relations between INTERAGROS VP, a.s., registered office: Prievozská 2/A, 821 09 Bratislava, Slovak Republic, Co. Reg. No. 47 681, entered in the Company Register of the District Court of Bratislava I, Section Sa, Insert No. 5919/B (hereinafter referred to as "INTERAGROS") and its contract partners, concerning the purchase of the commodity as it is defined in Article II. of these GBTC, based on the purchase contract for specified commodity signed between INTERAGROS, as the Purchaser and its contract partner, as the Vendor (hereinafter referred to as the "Contract").
2. Unless the Contract specifies otherwise, it shall be understood that the business terms contained in these GBTC represent their inseparable part. However, any different written arrangements of the Parties stated in the Contract shall prevail over the wording of the business terms contained in these GBTC.
3. The GBTC are published and available in written form at the Purchaser's premises and in electronic form on the Purchaser's web site at www.interagros.sk.

Article II DEFINITIONS

"**Commodity**" is a raw material supplied by the Vendor, who may also be a grower of the commodity, which namely includes agricultural crops (in particular, but not exclusively oilseed and grain plants) purchased by the Purchaser; the type of the commodity, a more detailed specification and the required quality parameters are specified in the Contract and in the Quality Specification annexed to the Contract.

"**Overall Collective Receipt** (hereinafter referred to as the "OCR")" is the list of deliveries for a specified period, including the price calculation for the delivered commodity.

"**Post-Harvest Treatment** (hereinafter referred to as the "PHT")" is the list of commodities delivered for cleaning and drying (post-harvest treatment).

"**Unloading Point**" is the place of destination specified by the Purchaser for unloading the goods (unloading point - Poľnoservis, a.s. Leopoldov, ENVIRAL, a.s. Leopoldov, ENVIRAL, a.s. Bánovce nad Ondavou, INTERAGROS VP, a.s. Bojničky, INTERAGROS VP, a.s. Šurany, INTERAGROS VP, a.s. Nový Tekov, Etanol Energy Vrdu, Czech Republic, or as it is specified within the Contract)

"**Purchase Price**" is the price for a delivered commodity agreed by the Parties in the Contract, decreased or increased of price deductions and extras.

"**HSW**" means the health and safety protection at work.

"**VAT**" means the value added tax.

Article III OBLIGATIONS OF THE VENDOR IN RELATION TO COMMODITIES

1. The Vendor shall deliver to the Purchaser the commodity in the quality specified in the Contract and according to other terms specified in the Contract and these GBTC.
2. The Vendor shall:
 - a) allow the Purchaser to check the commodity during the period of vegetation and storage,
 - b) allow the Purchaser to sample the commodity to perform a check and analysis prior to its delivery,
 - c) keep the commodity separate from any other products throughout the period of growth, harvest, transport and storage,
 - d) keep records on cleaning, drying or any other treatment of the commodity, in particular by chemical means,
 - e) when handling the commodity, comply with all hygienic measures in order to ensure its prevention from contamination by microorganisms (particularly by moulds),
 - f) supply only such commodities which do not contain genetically modified organisms,
 - g) keep records on the origin, health harmless and traceability of the commodity in line with the requirements of current legal regulations of the EU on food safety,
 - h) follow the good farming practice in line with the Regulation of the Government of the Slovak Republic No. 389/2005 Coll. on good farming practice,
 - i) inform the Purchaser about any use of prohibited agents in or in relation to the commodity, immediately after its identification, also in the case when the Vendor is not a grower of the supplied commodity,
 - j) ensure that the origin of the commodity is documented and verifiable (from the seed which the commodity was grown from up to the transfer of the ownership right from the Vendor to the Purchaser),
 - k) supply only such commodities which meet the requirements of the Regulation of the Government of the Slovak Republic No. 438/2006 Coll. on undesirable substances in fodder and on other indicators of safety and usability of fodder, as amended.
3. During the storage of the commodity, the Vendor shall:
 - a) store the commodity in line with legal regulations and technical standards of the Slovak Republic and of the European Union in order to prevent its damage, devaluation, destruction or deterioration of the quality,
 - b) ensure the equipment and facilities in which the commodity is stored are clean and in good condition,

- c) have a policy of elimination of pests at the commodity storage place, apply it efficiently and hold a certificate of efficiency of such a policy,
 - d) use only permitted pesticides,
 - e) use toxic baits only in the form of solid blocks and not use them in any other form (granules, powder, etc.),
 - f) secure the storage place against rodents, birds and other animals, in particular by closing the door, nets on the ventilating equipment, by closing any other openings and cracks.
4. The Vendor shall duly keep and store any records proving the compliance with procedures pursuant to points 2 and 3 of this Article and submit them to the Purchaser on request. Records pursuant to the previous sentence shall mainly be understood as any records proving that the procedures applied during the growth, storage and other treatment meet the conditions of the Purchaser and relevant standards and records on filling individual storage places, so that the origin of the commodity is traceable.

Article IV

BUSINESS TERMS AND CONDITIONS FOR THE SUPPLY OF COMMODITIES

1. Commodity Volume

The Vendor shall supply the commodity to the Purchaser in an agreed volume according to the Contract, with regard to the agreed difference.

2. Time and Place of Delivery

- 2.1 Individual supplies of the commodity shall be performed based on the schedule of supplies (hereinafter referred to as the "SS") submitted by the Purchaser to the Vendor. The SS shall contain the delivery date, volume, data about the delivery parity including the place of delivery. The SS shall not be considered as a proposal to conclude purchase contracts, but only a more detailed specification of the conditions under which the agreed commodity volume should be delivered. The Purchaser shall deliver the SS to the Vendor in person, by mail, fax or e-mail, at least one day in advance. A duly delivered SS shall be binding for the Parties and the Vendor shall perform all commodity supplies in line with the SS, i.e. shall deliver the commodity to the Purchaser in the agreed quality, time, delivery parity and place of delivery in harmony with the SS, the Contract and these GBTC.
- 2.2 If the Vendor has failed to supply the commodity in line with the SS, the Purchaser is entitled to refuse the supply and not to accept it. In such a case, the Vendor shall bear all costs related to transport and return of the commodity.
- 2.3 The place of delivery shall be the Purchaser's contractual storehouse or other place specified by the Purchaser in the SS, unless agreed otherwise; transport of the commodity shall be ensured in view of the Incoterms® 2010 business terms and conditions clause in accordance with the SS.
- 2.4 If, in accordance with the SS, the delivery parity agreed in the Contract has changed from DAP Incoterms® 2010 to FCA Incoterms® 2010, the Purchaser shall be entitled to compensation for the commodity transport costs.
- 2.5 If, in accordance with the SS, the delivery parity agreed in the Contract has changed from FCA Incoterms® 2010 to DAP Incoterms® 2010, the Purchaser shall be entitled to compensation for the commodity transport costs.

3. Supply Transport

- 3.1 If the commodity transport is provided by the Purchaser, the Vendor shall check:
 - a) the identification data of the provided vehicle (hereinafter referred to as the "**Vehicle**") and the identity of the driver of such a vehicle in order to verify his/her authorisation to perform transport of the commodity for the Purchaser,
 - b) freight space for the commodity in order to verify that there is no other commodity or other products,
 - c) cleanliness of the vehicle, the way of securing the commodity during the transport to the place of delivery, in particular, if the vehicle has not transported any toxic, hazardous material, industrial fertilizers, etc.,
 - d) proper coverage of the transported commodity by a sheet in the case of using a lorry, trailer or semi-trailer,
 - e) sealing of the vehicle in order to prevent any losses during the transport,
 - f) the weight of the loaded vehicle, which cannot exceed the maximum acceptable weight in line with the legislation current at the loading point of the commodity, during transport and up to the unloading point. The Vendor shall record the facts, pursuant to items c) and d), in the delivery note. If the Vendor has identified any shortcomings during the check, it shall inform the Purchaser thereof before loading the commodity on a vehicle; if it has identified any shortcomings in securing the commodity during its transport and its covering with a sheet, it shall inform the Purchaser immediately after finding such shortcomings and act according to the Purchaser's instructions. The Vendor may refuse to load the commodity on a vehicle if it has identified any shortcomings, as well as it may refuse to send the commodity for transport if it has identified any shortcomings in its securing, unless the Purchaser has agreed to transport. If the Vendor has failed to inform the Purchaser of any shortcomings, the Vendor shall be liable for any defects of the commodity.
- 3.2 If the commodity transport is provided by the Vendor, the Vendor shall:
 - a) use a vehicle suitable for transport of agricultural commodities in grain form, with a certificate of approval to use the vehicle for transport of agricultural commodities in grain form and with a hygiene compliance certificate; it shall not use a vehicle which has transported any toxic, hazardous material, industrial fertilizers, etc.,
 - b) ensure that all vehicles intended for transport of the commodity are clean, properly secured and securing the commodity's quality during transport to the unloading point,
 - c) transport the commodity separately from any other products,
 - d) keep any documents proving the type of goods transported in the vehicle and records of cleaning the vehicle, and furnish these to the Purchaser on request,
 - e) transport such a volume of the commodity in the vehicle to ensure that the weight of the loaded vehicle does not exceed the maximum acceptable weight in line with the legislation current at the commodity loading point, during transport up to the unloading point,

- f) ensure that the vehicle is regularly cleaned and disinfected, so no remains and smell from the previous transported material has remained in the containers or semi-trailer tanks; the vehicle's day book shall contain all records on cleaning and disinfection of the vehicle,
- g) ensure that the vehicle driver presents a record of transport of the last three loosely loaded supplies on request.

4. Supply Acceptance:

- 4.1. The Vendor shall deliver to the Purchaser a properly filled-in delivery note with each supply of goods. Properly filled-in delivery note shall contain:
 - identification details of the Vendor and the Purchaser,
 - correct number of the Purchaser's internal order (the number shall be notified at the time of sending the SS, at the latest),
 - designation of the supplied commodity,
 - amount of the supplied commodity (gross, net),
 - inspection of freight space (lorry, train),
 - inspection of the coverage of a transported commodity.

The Purchaser or its business partner shall confirm the acceptance of the supplied commodity in written form by a delivery note.

- 4.2 If a properly filled-in delivery note has not been delivered together with the supply, the Purchaser is entitled to refuse the commodity supply and not to accept it. In such a case, the Vendor shall bear all costs related to transport and return of the commodity.

Article V QUALITY

- 1. The Vendor shall supply the commodity in the amount and quality according to the Contract and the Quality Specification. In case the Vendor delivers to the Purchaser a commodity exceeding the quantity under the Contract and the Purchaser has not refused, but accepted that supply, the Parties agreed that the supply of such a commodity (exceeding the quantity under the Contract) shall be governed by provisions of the Contract.
- 2. Sampling**
 - 2.1 Representative and archive samples - the Purchaser is entitled to verify the quality parameters of each delivery (prior to the first delivery of the commodity, as well as anytime during the course of deliveries), by taking a representative sample at the Vendor, which the Purchaser might collect itself or through a designated third party. The taken sample shall be placed in a Debasafe bag, sealed and signed by both Parties and the vehicle driver, who will acknowledge the receipt of the sample in written form. The taken sample shall be stored at the place of delivery. At the same time, the Parties agreed that, in order to exercise the authorization of the Purchaser under the first sentence, the Vendor undertakes to inform the Purchaser of the planned delivery of each complete part of the total quantity of the commodity (e.g. delivery from one silo, one store, one storage cell, etc.). In the event of a dispute, an archive sample, properly labelled, sealed and stored for at least thirty (30) days from the date of its taking, will be taken from each delivery. The Vendor hereby confirms and agrees that it has been informed of the method of archiving such a sample and has no objections to objectivity and method of its storage. The minimum weight of one sample is one (1) kilogram.
 - 2.2 The Purchaser has the right to refuse and consider as unsatisfactory the delivery of the commodity which quality parameters do not comply with the maximum admissible limit for the acceptance of supplies. The Purchaser is also entitled to refuse the delivery if it contains oil additives. In such a case, the Purchaser shall issue to the Vendor a report on the refused delivery containing the quality evaluation results of the delivery.
 - 2.3 If the quality parameters of the delivered commodity do not meet the required criteria, the Purchaser is entitled to perform the weight or price reduction, according to the quality specification, thereby reducing the purchase price of the commodity delivered in the way stated above. The Parties agreed that for determining the quality of the commodity the quality determined by the Purchaser or its contracting partner at the point of unloading shall be decisive.
 - 2.4 If the commodity has other defects than non-compliance with the specified quality parameters, the Purchaser is entitled to notify the Vendor of such defects within 10 days after their detection, at the latest (in case of the deliveries to Leopoldov, INTERAGROS VP, a.s. warehouses), if the deliveries of the commodity are scheduled to other places, the time of notification might be prolonged of the current deficit in delivering the quality results from the Purchaser. Based on this, the Purchaser is entitled to claim a reasonable discount on the purchase price from the Vendor. Having applied a written claim, the Purchaser is entitled to claim a reasonable discount on the purchase price, as well as to claim damages incurred as a result of the defective delivery of the commodity. However, this does not affect any other rights of the Purchaser in relation to defects of the commodity under applicable law. The Purchaser undertakes to attach document showing the results of the quality analysis to written claims.
 - 2.5 If the Vendor does not agree with the Purchaser's opinion regarding the quality of the delivered commodity, it is obliged to notify the Purchaser in written form within 24 hours after the receipt of the quality results and provide it with an exact specification of the claimed delivery. In case the Vendor fails to notify the Purchaser within the previous sentence, the Parties agreed that it would be understood that the Vendor agrees with the Purchaser's opinion on the delivered commodity, as well as to the Purchaser's decision to accept the defective commodity or to refuse it; this will not affect the obligation or the right to apply the price deduction or damage compensation under the preceding paragraphs. If within 10 days from the receipt of a written notification according to the previous sentence, no agreement on the quality of the delivered commodity has been reached between the Parties, the Purchaser shall divide the archive sample, taken in accordance with point 2.1 of this Article, in the presence of the Vendor's representative into four parts, with one part of the archive sample to be submitted to the Vendor, two parts to be submitted to the Purchaser and one part to be submitted for testing to the accredited laboratory. The accredited laboratory is:
 - a) for an analysis of the archive rapeseed sample, BEL/NOVAMANN International s.r.o., registered office: Továrenská ul. č. 14, 811 09 Bratislava, Co. Reg. No. 31 329 209,
 - b) for an analysis of the archive corn sample, EL spol. s r.o., registered office: Radlinského ul. č. 17A/1575, 052 01 Spišská Nová Ves, Co. Reg. No 31 652 859.

If the Vendor has refused to participate in dividing the archive sample or if it has failed to appear on an agreed date, the Purchaser shall be entitled to divide the archive sample without the Vendor's presence and write a protocol thereof.

- 2.6 The outcomes obtained by the accredited laboratory within the scope of reproducibility of a certain method shall be binding for the Parties. The costs of the analysis of samples in the accredited laboratory shall be borne by the Party whose opinion has not been proved by the analysis.

Article VI

OWNERSHIP RIGHT AND LIABILITY FOR DEFECTS

1. The Vendor undertakes to make sure that at the time of transfer of the ownership right to the Purchaser, the commodity is in its exclusive ownership and is not burdened by any right of a third person.
2. The ownership right to the commodity shall be transferred from the Vendor to the Purchaser at the moment of accepting the commodity at the place of delivery.
3. **Liability for defects**
 - 3.1 The Vendor shall be liable for any damage to the commodity at the moment when the risk of damage to the commodity is transferred to the Purchaser (depending on the supply conditions agreed for the particular supply of the commodity). If the Purchaser has found during weighing or after unloading the commodity at the unloading point that the commodity has any defects, it shall be understood that the commodity had the defects at the time of its loading onto the vehicle.
 - 3.2 If, within the meaning of these GBTC, the Purchaser is entitled to withdraw from the Contract with the Vendor, it will also be entitled to withdraw from any other contracts it has signed with the Vendor.

Article VII

SUSTAINABILITY

1. Since the Purchaser is the holder of certificates proving the compliance with sustainability criteria, it is necessary that the Vendor shall also meet the sustainability criteria, providing it supplies the commodity designated in the Contract as sustainable.
2. The Vendor who is the commodity grower shall:
 - a) deliver to the Purchaser a truthfully and completely filled-in form in which it shall *inter alia* declare that it follows the cross compliance system and it has all necessary documents to prove it;
 - b) agree to audit on meeting the sustainability criteria to be performed by the Purchaser, auditors of certification authorities or the ISCC auditors, anytime during the Contract's duration, as well as within the period of 5 years after its termination (point 5 of this Article);
 - c) supply exclusively the commodity from its own agricultural production.
3. As a part of the audit performed at the Vendor, who is the grower of the commodity, the Vendor undertakes to present, in particular, the following documents proving that the sustainability system requirements have been met:
 - a) complete list of land lots on which the Vendor grows the commodity,
 - b) application for a support filed at the Agricultural Paying Agency in 2007, containing the application number and the list of land lots stated in the application along with their sizes,
 - c) application for a support filed at the Agricultural Paying Agency in the year when the audit was performed, containing the application number and the list of land lots stated in the application along with their sizes,
 - d) list of protected areas where the Vendor grows the commodity, stating the requirements for their protection,
 - e) orthophoto maps in relation to all land lots pursuant to item a) or other documents proving that there has been no change in the use of these land lots since 1 January 2008,
 - f) Vendor's declaration of approval with the audit,
 - g) Contract with the Purchaser, all delivery notes and weight statements or other documents proving the commodity supply.
4. The Vendor, who is not the commodity grower, shall have a certificate current at the time of the commodity supply proving that the sustainability criteria have been met, providing the certificate is identical to the certification system specified at the conclusion of the Contract, and this certificate shall be disclosed, at the time of the commodity supply, on the following web pages: <http://www.iscc-system.org>, <http://www.redcert.org>, <http://www.shmu.sk>, or on a different equally trustworthy web page.
5. The Vendor shall store all documents necessary to prove meeting the sustainability systems requirements for at least 10 years after the termination of the Contract.

Article VIII

PURCHASE PRICE AND PAYMENT TERMS

1. The Parties agreed that, in case of the FCA / DAP Incoterms® 2010 parities, the weight of the commodity identified on an officially verified scale at the commodity unloading point, and the quality identified by the Purchaser or its contracting partner at the commodity unloading point, shall be decisive for the calculation of the total purchase price of the commodity.
2. The purchase price shall contain the Purchaser's costs related to loading the commodity on a vehicle transporting the commodity to the unloading point. The purchase price does not include the current VAT which will be specified in line with relevant legal regulations.
3. In case the delivery contains the commodity labelled in the Contract as sustainable, the Vendor shall deliver to the Purchaser all documents confirming the fulfilment of the sustainability criteria, within two (2) days from the day of its delivery to the place of destination.
4. The Vendor shall be entitled to the purchase price against the proper delivery of the commodity to the agreed place of delivery, for the commodity delivered according to related delivery note certified by the Purchaser; but not earlier than the weight and the quality of the commodity has been determined in order to calculate the total purchase price in accordance with the Contract.

5. The Purchaser undertakes to pay to the Vendor the purchase price after all payment conditions have been satisfied, within its maturity period, according to the Contract, starting from the date of the delivery of the Vendor's invoice.
6. The Vendor undertakes to issue invoices in accordance with law and deliver them to the Purchaser. The Purchaser is entitled to immediately reject an invoice which does not correspond to or does not have all essentials specified by current legislation, or if the invoice contains incorrect data, by stating the missing particulars or identifying the incorrect data. In such case the ongoing maturity period shall be interrupted and a new maturity period shall start lapsing on the date of delivering a revised invoice to the Purchaser.
7. All amounts in these GBTC or in the Contract are stated without VAT, unless it has been specified otherwise in relevant agreements. Relevant VAT amounts, according to current legislation, will be added to individual amounts, unless the current legislation specifies otherwise.
8. The Vendor shall issue an invoice based on the bill delivered by the Purchaser. The Vendor shall issue one summary invoice for the whole accounting period (an example of accounting is provided in Annex No. 3).
9. The Vendor shall issue an invoice exclusively based on the bill delivered by the Purchaser, in line with legal regulations, and deliver it to the Purchaser not later than three (3) business days after the delivery of the bill. The Purchaser is entitled to immediately reject an invoice which does not correspond to the data specified in the bill or which does not have all essentials specified by legal regulations, or if the invoice contains incorrect data, by stating the missing particulars or identifying the incorrect data. In such case the ongoing maturity period shall be interrupted and a new maturity period shall start lapsing on the date of delivering a revised invoice to the Purchaser.
10. The Vendor undertakes to proceed in accordance with the principles of true and fair representation of its taxable performance, pursuant to Act. No. 431/2002 Coll. on accounting, as amended when issuing invoices for each billing period and not to intentionally modify invoices of the goods supplied in a way that the tax bases on the invoice would not reach EUR 5.000.- in accordance with Section 69 paragraph 12 letter f) of Act No. 222/2004 Coll. on value added tax, as amended (in particular, by violating the obligation to issue one summary invoice for the whole accounting period pursuant to point 8, second sentence of this Article), in order to intentionally avoid the transfer of tax liability and thus obtain an undue tax advantage.
11. If the Vendor has violated its obligation to issue one summary invoice for the whole accounting period pursuant to point 8, second sentence of this Article, or if the Vendor has violated its obligation to proceed with invoicing pursuant to point 10, it shall pay the contractual fine to the Purchaser in the amount of EUR 1.000,- for each invoice issued and delivered in contradiction to the specified conditions.

Article IX

SPECIAL PROVISIONS ON THE PURCHASE PRICE AT PRE-FINANCING THE COMMODITY

1. In case a contract on pre-financing the commodity has been concluded between the Vendor and the Purchaser and no agreement on the purchase price for rapeseed has been reached between them, the Purchaser undertakes to pay to the Vendor, for the part of the delivery of rapeseed for which no agreement on the purchase price has been reached, the purchase price for 1 tonne of rapeseed at the DAP Incoterms® 2010 delivery parity as the arithmetic average of daily prices of future derivatives published on the EURONEXT Paris Stock Exchange for the earliest expiration, published for trading days from 1st to 15th in relevant calendar month for the deliveries of rapeseed from 16th until the last day of relevant calendar month, and from the 16th to the last day of relevant calendar month for the deliveries of rapeseed from 1st to 15th day of the following calendar month. If the market price at the time of purchase will differ by more than $\pm 3\%$ from the price determined under the previous sentence, the Vendor and the Purchaser will negotiate about a relevant change in the purchase price; the Vendor and the Purchaser shall agree on such a new price in the form of an amendment to the Contract.
2. If the Vendor and the Purchaser have signed the contract on co-operation in pre-financing the commodity and at the same time they have not reached an agreement on the purchase price for corn, the Purchaser undertakes to pay to the Vendor for the part of the delivery of corn for which no agreement on the purchase price has been reached, the purchase price for 1 tonne of corn at the DAP Incoterms® 2010 delivery parity as the arithmetic average of daily prices of future derivatives published on the EURONEXT Paris Stock Exchange (source: <https://derivatives.euronext.com/en/products/commodities-futures/EMA-DPAR/settlement-prices>), for the earliest expiration, published for trading days from the first to the last day in the calendar month in which the corn was delivered, reduced of 20%. If the market price of corn at the time of its delivery will differ by more than $\pm 5\%$ from the price determined under the previous sentence, the Vendor and the Purchaser will negotiate about a relevant change in the purchase price to be paid according to the case mentioned in point 5; the Parties shall agree on such a new price in the form of an amendment to the Contract.

Article X

COMMODITY POST-HARVEST TREATMENT

1. If, according to the SS, the Vendor is supposed to deliver the commodity (corn, rapeseed) intended for the post-harvest treatment, it shall be understood that at the time of the commodity delivery, the Vendor has asked the Purchaser for the provision of cleaning and drying services within the scope of the quality specification, and the Purchaser undertakes to provide these services to the Vendor (hereinafter referred to as the "**Agreed Services**"). The Parties have agreed that the Purchaser will provide the Agreed Services in the following contractual storehouses:
 - ENVIRAL, a.s. on Trnavská cesta in Leopoldov, Slovakia
 - INTERAGROS VP a.s., Bojničky, Slovakia
 - INTERAGROS VP a.s, Šurany, Slovakia
 - INTERAGROS VP a.s, Nový Tekov, Slovakia
 - INTERAGROS VP a.s. Bánovce nad Ondavou, Slovakia
 - INTERAGROS VP a.s., Lipany, Slovakia

- INTERAGROS VP a.s. Dolný Štál, Slovakia
 - or other places of delivery and thus the provision of the Agreed Service at the commodity delivery.
2. In the case of the provision of at least one of the Agreed Services, the samples pursuant to Article V, point 2.1 of these GBTC shall be taken upon receiving the commodity delivery before the provision of the Agreed Services. All taken samples shall be properly identified, while the archive sample taken at the receipt of the commodity delivery, before the provision of the Agreed Services, shall be stored with the Purchaser within 24 hours after the receipt of the commodity.
 3. The Parties have agreed that upon the receipt of the commodity, the Purchaser shall measure its moisture. If the Vendor has disapproved the statement of the Purchaser regarding moisture of the delivered commodity, the Vendor shall be entitled to dispute the commodity moisture recorded by the Purchaser in the delivery note pursuant to the previous sentence, and appear at the unloading point for a common repeated measure of the commodity moisture in order to measure it within 24 hours, at the latest, after its receipt.
 4. The Parties have agreed that upon receiving the commodity, the Purchaser shall measure its moisture and impurities (the Vendor shall be entitled to request the measured quality indicators). If the Vendor has disapproved the statement of the Purchaser regarding the measured quality indicators of the supplied commodity, the Vendor shall be entitled to dispute the measured quality indicators of the commodity and appear at the unloading point for a common repeated measure of the commodity moisture in order to measure the quality indicators within 24 hours, at the latest, after its receipt.
 5. If the Vendor disapproves the commodity impurities and moisture, the Parties shall follow provisions of Article V and point 2.4. herein these GBTC.
 6. The Vendor undertakes to pay remuneration to the Purchaser for the provision of the Agreed Services at the ENVIRAL, a.s. places of delivery (Leopoldov, Bánovce nad Ondavou) and the INTERAGROS VP, a.s. places of delivery (Bojničky, Šurany, Nový Tekov), according to the price list published on the INTERAGROS VP, a.s. website, or to pay remuneration agreed by the Parties separately within the Contract.
 - A) if it refers to corn, the remuneration is calculated as follows:
 - xx EUR for 1 tonne of the corn cleaning, and
 - xx EUR for the tonne/percentage of corn moisture above 14.0 % for drying, i.e. remuneration determined by the formula $B = xx \times (A - 14)$, where A means the corn moisture measured when unloaded from the transport vehicle at the unloading point, and B is the amount of remuneration in EUR per 1 tonne of the corn drying, and xx is the price according to the price list, or the price according to the Contract.
 - B) if it refers to rapeseed, the remuneration is calculated as follows:
 - xx EUR for 1 tonne of the rapeseed cleaning, and
 - xx EUR for 1 tonne/percentage of rapeseed moisture above 8.0 % for drying, i.e. remuneration determined by the formula $B = xx \times (A - 8)$, where A means the rapeseed moisture measured when unloaded from the transport vehicle at the unloading point, and B is the amount of remuneration in EUR per 1 tonne of the rapeseed and xx is the price according to the price list or the Contract.
 - C) if it refers to sunflower, the remuneration is calculated as follows:
 - xx EUR for 1 tonne of the sunflower cleaning, and
 - xx EUR for 1 tonne/percentage of sunflower moisture above 8.0 % for drying, i.e. remuneration determined by the formula $B = xx \times (A - 8)$, where A means the sunflower moisture measured when unloaded from the transport vehicle at the unloading point, and B is the amount of remuneration in EUR per 1 tonne of the sunflower and xx is the price according to the price list or the Contract.
 7. The weight of the commodity before the provision of the Agreed Services shall be decisive for determining the amount of remuneration for the provision of the Agreed Services.
 8. The Purchaser becomes entitled to the payment of remuneration for the Agreed Services by their proper provision.
 9. The payment for the provision of the Agreed Services is payable against the Purchaser's invoice, within seven (7) days from the delivery of the invoice to the Vendor. The Parties agreed that remuneration for the provision of the Agreed Services may be unilaterally included, by the Purchaser, in the purchase price for the delivered commodity.
 10. The provision of the Agreed Services is a separate obligation of the Purchaser, which does not exempt the Vendor from its obligations under the contract.

Article XI

SPECIAL PROVISIONS

1. The Parties undertake to provide any necessary co-operation in respect of the fulfilment of obligations arising from the Contract and to report to each other any circumstances and information which may have an effect on meeting the conditions agreed upon in the Contract.
2. The Parties agreed to maintain confidentiality of all facts they have learnt during the fulfilment of the Contract or in relation to its fulfilment, and all such facts will be considered as a trade secret (hereinafter referred to as the "confidential information").
3. The Parties further undertake not to disclose the confidential information without the prior written consent of the other Party to a third party nor to use it for their own purposes. This obligation of confidentiality and secrecy shall also apply after the termination of the Contract.
4. The obligation of confidentiality shall not apply to classified information, which:
 - a) was known to either Party prior to its disclosure by the other Party or a party involved in the fulfilment of this Agreement, either directly or indirectly,
 - b) belongs or will belong to the general state of technical equipment,
 - c) is generally known,
 - d) the provision of which is required by the legislation of the Slovak Republic or by the European legislation.
5. The Vendor acknowledges that the commodity to be delivered according to the Contract is further delivered by the Purchaser, to its contracting partners. The Parties agreed that if the Purchaser's contracting partner applies any claim in respect of the delivery of the

- commodity, which has not been delivered properly or in compliance with the required quality parameters, the Vendor undertakes to compensate the Purchaser for the entire damage incurred to the Purchaser as a result of such consequence.
6. The Purchaser shall have the right to anytime offset any payable financial claim which it will have towards the Vendor against any payable financial claim of the Vendor towards the Purchaser.
 7. The Parties undertake to provide all necessary assistance in respect of the delivery of the commodity to the place of delivery, which refers to:
ENVIRAL, a.s. and Poľnoservis, a.s. or the INTERAGROS VP, a.s. warehouses or other companies, which also includes the obligation of notifying the other Party of all circumstances and information that may affect the fulfilment of the terms and conditions agreed in the Contract.
 8. The Vendor is obliged, at the place of delivery, to comply with all legislation related to HSW, fire protection and environmental Protection (in particular, the ban on smoking, use of alcoholic beverages and narcotic drugs and psychotropic substances), to maintain the order at the place of delivery, which also applies to drivers and the Vendor's transport staff or transport companies drivers and staff assigned by the Vendor to transport the commodity. For this purpose, such contractors shall use protective working equipment and work clothes, at least in the scope of protective footwear, reflective vest (other reflective clothing) and protective helm, at all places of the commodity loading and unloading.
 9. At the place of delivery, the Vendor must comply with:
 - the obligation to move as pedestrians, exclusively on pavements and pedestrian crossings;
 - the obligation to observe traffic signs when driving a motor vehicle and a maximum speed of 15 km/h;
 - the obligation to respect all information, command, alert and banning safety signs and plates;
 - the prohibition to enter premises which do not directly relate to the performance of the subject-matter of the Contract;
 - the ban on entering the place of delivery under the influence of alcoholic beverages, narcotic drugs and psychotropic substances and the prohibition of bringing or using such beverages/substances to/at the place of delivery;
 - the ban on smoking outside the designated smoking areas;
 - the obligation to move only under guidance of the Purchaser's staff;
 - the obligation to inform responsible person/administrator in the event of injuries, damages to equipment and equipment failures;
 - the obligation to act in such a way that no fire occurs;
 - the obligation to follow, in the event of fire, the instructions from fire brigade, the fire alarm instructions and the fire evacuation plan, this obligation also applies to drivers and the Vendor's transport staff or transport companies drivers and staff assigned by the Vendor to transport the commodity.
 10. The Vendor is aware that he has provided or intends to provide Purchaser with personal data of his managers, employees or other natural persons (hereinafter referred to as "**the persons concerned**") in connection with the performance of the contract. By signing the contract the Vendor undertakes and confirms that he has informed all persons concerned whose personal data he has provided or intends to provide to the Purchaser on the possibility of providing their personal data to the Purchaser as well as on the details of the processing of their personal data by the Purchaser within the meaning of Article 14 section 1 - 4 Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data. The Purchaser shall provide the Vendor with the necessary assistance on Vendor's request.

Article XII

VENDOR'S WARRANTIES

1. By signing the Contract, the Vendor warrants that it/ or if the Vendor is a natural person in case of legal entity in which the Vendor acts as a statutory representative, member of statutory body or as a shareholder and with respect to the Vendor being legal entity in case of a person who acts as a statutory representative, member of statutory body or as a shareholder of the Vendor, or in case of an entity in which the Vendor's statutory representative, member of statutory body or shareholder acts as a statutory representative, member of statutory body or as a shareholder, there is no ground for the termination of currently existing registration of value added tax duty pursuant to Act No. 222/2004 on value added tax, as amended (hereinafter referred to as the "Act on VAT"), in particular on the ground that it does not conduct or has ceased to conduct business pursuant to Section 3 of the Act on VAT, repeatedly within a calendar year fails to submit value added tax return or VAT control statement, repeatedly within a calendar year fails to settle own value added tax duty, is repeatedly not reachable at the address of registered office, place of business or in business premises or repeatedly breaches obligations in the course of tax supervision pursuant to the Act on VAT. The Parties declare that the warranties provided in the previous sentence are deemed to be repeated in every moment of duration of the Contract or until the termination of Vendor's tax duty pursuant to the Act on VAT related to the Contract.
2. By signing the Contract, the Vendor acknowledges that pursuant to Section 7b paragraph 5 of Act No. 82/2005 on illegal work and illegal employment, as amended (hereinafter referred to as the "**Act on illegal employment**"), the Purchaser may not accept and receive work or service from vendors with illegally employed personnel. Therefore, the Vendor declares by signing the Contract that it has no illegally employed personnel, pursuant to Section 7b paragraph 5 of the Act on illegal employment.
3. The Parties acknowledge that the Vendor has asked the Purchaser to rely upon veracity, completeness and correctness of warranties specified in points 1 and 2 hereof when signing the Contract. The Purchaser undertakes to act pursuant to the previous sentence as requested by the Vendor.
4. The Vendor undertakes to indemnify and hold the Purchaser harmless from costs and damage arising as a result of relying upon veracity, completeness and correctness of the warranties specified in points 1 and 2 in the second sentence of this Article(indemnity clause), in particular in case where as a result of inveracity, incompleteness or incorrectness of warranties specified in point 1 hereof, the

Purchaser will guarantee tax duty pursuant to Section 69b of the Act on VAT as a person obliged to pay tax to tax authority pursuant to Section 69 paragraph 14 item b) of the Act on VAT or in case where as a result of inaccuracy, incompleteness or incorrectness of the Vendor's warranty specified in point 2 in the second sentence of this Article herein the GBTC, the Purchaser will be subject to fine pursuant to Section 7b paragraph 7 of the Act on illegal employment (or pursuant to other law imposing fines for breaching this obligation pursuant to Section 7b paragraph 5 of the Act on illegal employment).

5. In case any of the warranties specified in point 1 and second sentence of point 2 of this Article become untrue, incorrect or incomplete, the Vendor undertakes to inform the Purchaser about such circumstances immediately after it has learnt about it.
6. In case a fine is imposed with final effect on the Purchaser pursuant to Section 7b paragraph 7 of the Act on illegal employment (or pursuant to other law imposing fines for breaching this obligation pursuant to Section 7b paragraph 5 of the Act on illegal employment), the Parties to the Contract have agreed that claim of the Purchaser for the compensation of costs and damage pursuant to point 4 hereof is considered to be due upon the day when the decision on imposing of fine comes in effect. The Purchaser has the right to set off its claim for the compensation of damage in the amount of paid fine and all costs pursuant to point 4 hereof against a claim of the Vendor for the payment of remuneration for the supplied works or services by means of deducting it from the next following due remuneration or remunerations for the supplied works or services.
7. The Purchaser undertakes to inform the Vendor in writing immediately after the payment of fine pursuant to point 6 hereof about it, specifying the date of payment and the next following due remuneration or subsequent remunerations of the Vendor which will be set off against the compensation for damage in the amount of the paid fine and all related costs pursuant to point 6 of this Article. The decision on imposing the fine with indication of its final effect shall be enclosed with this notice.
8. The Vendor undertakes to provide the Purchaser for inspection purposes, at any time in the course of duration of the Contract and upon the Purchaser's request, documents and personal data of natural persons involved in providing works and services for the Purchaser in the extent necessary for the Purchaser to verify whether the Vendor violates the prohibition of illegal employment pursuant to the Act on illegal employment, in particular of Section 7b paragraph 5 of this Act.
9. In case the Purchaser determines based on the documents provided pursuant to point 8 hereof that the Vendor is in breach of Section 7b paragraph 5 of the Act on illegal employment, the Purchaser may withdraw from the Contract.
10. The Vendor further undertakes to indemnify and hold the Purchaser harmless from any costs and damage being a result of the obligation to pay fines or additional payments pursuant to Section 7b paragraph 2 of the Act on illegal employment. The Parties agreed that such a claim of the Purchaser is deemed to be payable on the date on which the Purchaser is entitled to reimbursement of costs or damage.
11. The Parties agreed that in case of a fine or obligation to additional payments imposed with final effect on the Vendor pursuant to Section 7b paragraph 2 of the Act on illegal employment, and in case such obligations are transferred to the Purchaser, the Purchaser may set off its claim for the compensation of damage in the amount of the paid fine and all additional payments pursuant to point 10 hereof or in the amount of all additional payments and all related costs pursuant to point 10 hereof against the Vendor's claim for the remuneration of works or services, by deducting it from the next following due remuneration or remunerations of the Vendor for the supplied works or services.
12. The Purchaser undertakes to inform the Vendor in writing immediately after the payment of a fine or of additional payments pursuant to point 11 hereof about such payments, specifying the date of the payment and the next following due remuneration or several remunerations of the Vendor against which the sum of the paid fine and additional costs pursuant to point 10 hereof or additional payments and all related costs pursuant to point 10 hereof will be deducted as a result of set-off performed pursuant to point 11 of this Article.
13. The Vendor undertakes, at any time in the course of duration of the Contract and upon request of the Purchaser, to provide for the purposes of inspection its extract from the Company Register issued not later than 30 days prior its submission.
14. The Vendor warrants by signing the Contract it is the owner of the bank account specified in the heading of the Contract and undertakes to solely use this bank account in invoices issued pursuant to the Contract.

Article XIII

ARBITRARY LAW AND SETTLEMENT OF DISPUTES

1. The Contract and the rights and obligations arising from it will be governed and interpreted, in particular, in accordance with the Slovak Commercial Code, by the provisions governing purchase contracts and by other legislation in force and effective in the Slovak Republic, with the exclusion of conflict-of-law rules, and any disputes arising out of the Contract or related to it shall be governed by law of the Slovak Republic, as arbitrary law. The INCOTERMS rules issued by the International Chamber of Commerce, current on the day of signing the contract, shall also apply.
2. Any disputes arising out of legal relationships resulting from or in connection with the Contract, including any subsidiary legal relationships, claims for unjust enrichment, claims for damages, disputes concerning validity, interpretation, termination of the Contract or this arbitration clause, shall be submitted by the Parties for a decision by the General Court of the Slovak Republic.
3. The Parties agreed that the provisions of the United Nations Convention on Contracts for the International Sale of Goods do not apply to relations arising from and in relation to the Contract.

Article XIV

DELIVERY OF WRITTEN COMMUNICATIONS

1. Delivery of any written communications based on or in relation to the Contract shall be understood as the delivery of written communications by registered mail to the address specified pursuant to point 2 of this Article or as the delivery by a courier or as the delivery in person to either Party. The delivery date of any written communication shall also be the date on which the Party who is the addressee rejected to accept the delivered written communication or on which the three-day period for the collection of a consignment, delivered by mail to the other Party, expired, or on which a note "the addressee has moved out", "the addressee unknown" or any similar note was demonstrably made by the post on the consignment delivered to the other Party by mail, as long as such a note is

based on truth, or when it refers to the delivery by a courier it also applies to the date on which the consignment was not delivered to the addressee as a result of not finding him in.

2. Addresses which are specified in the heading of the Contract as registered offices of the Parties shall be used for deliveries by mail, unless the addressee of written communication has notified the sending Party of a new registered office in written form or of a new address specified for the delivery of written communications. In the event of any change in the address specified for the delivery of written communications based on or in relation to the Contract, the relevant Party undertakes to immediately inform the other Party about changes in the address in written form; in such a case the new address, properly announced to the other Party before sending written communications, shall be decisive for all deliveries.
3. If any written communication based on or in relation to the Contract is delivered in a different form than by mail, it may also be delivered to a different place than to the address specified pursuant to point 2 hereof, providing the addressee Party is present at such a place at the time of the delivery.
4. The Parties agreed that the Purchaser, within the meaning of Section 71 paragraph 1 item b) of Act No. 222/2004 Coll. on value added tax, as amended, empowers the Vendor to invoice the purchase price of the commodity in an electronic invoice, whereby the Vendor acquires the authority to issue and send electronic invoices to the Purchaser as the invoices for the deliveries provided to the Purchaser by the Vendor under the Contract.

**Article XV
FINAL PROVISIONS**

1. The Contract constitutes the entire agreement between the Parties in relation to transactions anticipated by the Contract and relationships based by the Contract, and it replaces all previous verbal and written agreements or arrangements between the Parties.
2. In the event that any provision, obligation or condition contained within the Contract is considered void or irrecoverable, for any reason whatsoever, this will not affect the other provisions of the Contract, and the invalid clause in question will be replaced by a provision of generally binding legislation that approximates it as much as possible in order to achieve the purpose of the Contract.
3. The GBTC shall form a part of any commodity framework contracts or other purchase contracts between INTERAGROS, as the Purchaser, and its contractual partners, as the Vendor, in the wording published on the INTERAGROS website, on the date of signing the related Contract.
4. INTERAGROS is entitled to unilaterally modify the wording of these GBTC; any changes to the GBTC shall become effective against the other Party and become part of the Contract as of the date of its publication on the INTERAGROS website at www.interagros.sk.
5. The following documents shall form inseparable parts of these GBTC:
 - a) Annex 1 - template of the delivery note
 - b) Annex 2 - template of Self declaration/Self-assessment,
 - c) Annex 3 - template of invoicing

These GBTC become effective as of 25.05.2018.

In Bratislava, dated on 25.05.2018

Vladimír Tvaroška
Chairman of the BoDs
INTERAGROS VP, a.s.

Tomáš Bartal
Member of the BoDs
INTERAGROS VP, a.s.