

## GENERAL CONTRACT TERMS OF COMPANY INTERAGROS, a. s. FOR PURCHASE OF THE COMMODITIES

### Preamble

The General Contract Terms of the Company INTERAGROS, a. s. for Purchase of the Commodities (hereinafter referred to as the "GCT") govern legal relationships between the company INTERAGROS, a. s., with registered office at Piešťanská 3, 917 01 Trnava, Slovak Republic, Identification number 47 681 659, registered in the Commercial Register held by the District Court Trnava, Section Sa, Insert No. 10745/T (hereinafter referred to as the "Customer") and its Supplier (hereinafter as the "Supplier") in purchase of commodities under sales contract concluded by the company INTERAGROS, a. s. as the Customer and its contractual partner as the Supplier (hereinafter referred to as the "Contract"), with these GCT as its integral part.

### Art. I

#### Initial Provisions

1. Unless the Contract prescribes otherwise, it is considered that the contract terms included in these GCT represent its part. However, deviating written arrangements of the parties to the Contract made in the Contract have priority over the wording of the contract terms contained in these GCT, unless otherwise expressly prescribed in these GCT.
2. All legal relationships which are not expressly prescribed in the Contract or in these GCT shall be governed by applicable provisions of Act No. 513/1991 Coll. Commercial Code as amended (hereinafter referred to as the "Commercial Code") and by other generally binding legal regulations of the Slovak Republic, in the indicated order of priority. In case of conflict between the Contract or the GCT with non-mandatory provisions of the Commercial Code, the wording of the Contract or of the GCT has priority.
3. These GCT are published and available in writing in the registered office of the Customer and in electronic form at website of the Customer [www.interagros.sk](http://www.interagros.sk)

### Art. II

#### Obligations of the Supplier with respect to the Commodity

1. The Supplier undertakes to supply the commodity to the Customer in the type and quality specified in the Contract and in accordance with other terms specified in the Contract and in these GCT.
2. The Supplier shall be obliged to:
  - a) enable the Customer to check the commodity during the vegetation period and during its storing,
  - b) enable the Customer to take samples of the commodity for the purpose of performing analysis prior to delivery of the commodity,
  - c) preserve the commodity separately from any other products during the entire course of growing, harvest, transport and storing,
  - d) keep records on cleaning, drying or on any other treatment of the commodity, in particular when using chemical substances,
  - e) observe all sanitary rules in manipulation with the commodity in order to ensure its prevention against contamination by microbes (in particular by moulds),
  - f) supply only commodity not containing genetically modified organisms,
  - g) keep records on the origin, sanitary harmlessness and traceability of the commodity in accordance with the requirements under the valid legal regulations of the European Union concerning safety of foodstuffs,
  - h) observe due farming practice in accordance with the regulation of the government of the Slovak Republic No. 389/2005 Coll. on due farming practice,
  - i) inform the Customer on using of unauthorized preparations in the commodity or in connection with it, without undue delay after their discovering, even in case the Supplier does not act as producer of the supplied commodity,
  - j) ensure that the origin of the commodity is recorded and verifiable (from the seed used for the commodity until the transfer of ownership from the Supplier to the Customer),
  - k) supply only such commodity which meets requirements under the regulation of government of the Slovak Republic No. 438/2006 Coll. on undesirable substances in fodders and on other safety and usability indicators for fodders as amended.
3. In storing the commodity, the Supplier shall be obliged to:
  - a) store the commodity in accordance with legal and technical regulations of the Slovak Republic and of the European Union so as to prevent its damaging, deterioration, destruction or threatening of its quality,
  - b) arrange for clean and good condition of facilities and structures in which the commodity is stored,
  - c) have programme of destruction of noxious animals in the storage location of the commodity implemented and apply it efficiently, as well as have certificate on efficiency of that programme,
  - d) use only permitted pesticides,
  - e) use toxic baits only in form of solid blocks and not in any other forms (granules, powder, etc.),
  - f) protect the storage location against rodents, birds and other animals, in particular by closing doors, affixing nets on ventilation, by covering any other apertures and cracks.
4. The Supplier undertakes to duly keep and preserve records on observing the procedures pursuant to paragraphs 2. and 3. of this Article and to present these records to the Customer upon its request. The records under the previous sentence are in particular records proving that the procedures in growing, storing and other manipulation meet the requirements prescribed by the Customer and by the applicable rules, as well as records on filling of individual storage spaces, in order to ensure traceability of origin of the commodity.

### Art. III

#### The Execution of the Contract

1. Contracts are generally being concluded on the basis of a Cooperation Agreement concluded jointly by the parties which constitutes a framework agreement of the parties on mutual cooperation in the sale of agricultural inputs by the Customer to the Supplier and in the purchase of commodities by the Customer from the Supplier (hereinafter referred to as the "CoA") or as separate Contracts.
2. The parties have agreed that contracts on commodity delivery (hereinafter referred to as "Contracts" or "individual purchase Contracts") are concluded on the basis of written orders of the Customer, confirmed by the Supplier.
3. The order of the Customer shall be complete and due. Complete and due order means only the order containing the following data:
  - a) company name, legal form, registered office, Identification number of the Customer and of the Supplier,
  - b) amount and specification of the ordered commodity,
  - c) price for the commodity,
  - d) preliminary date of delivery,
  - e) location of delivery / location of destination (unloading),
  - f) should the CoA be concluded by and between the parties, the CoA number based on which the order is issued,
  - g) date of the order issuance,
  - h) information regarding the delivery parity,
  - i) specification of quality for particular commodity,
  - j) signature of person authorized to act on behalf of the Customer.

4. In case an order is issued as complete and due, the Supplier undertakes to confirm such order in writing within 24 hours after receiving the scan of the order through e-mail, by signing of the scanned order and by sending it to the e-mail address of the Customer or by sending mail to the address of the registered office of the Customer or through personal service to the Customer.
5. In case an order is issued as incomplete or undue, the Supplier shall immediately notify its defects to the Customer.
6. In case the Supplier cannot confirm complete and duly issued order of the Customer, the Supplier shall notify the Customer about such fact, together with proposing amendments (e.g. as to the amount, time of delivery, etc.) within the period prescribed in paragraph 4. of this Article of the GCT. By delivering the Customer's agreement with the proposed changes according to the previous sentence, the order is considered confirmed.
7. The parties acknowledge that the execution of the order by the Customer is preceded by a business agreement reached in the negotiations for the purpose of negotiating the conditions for concluding an individual purchase contract. In the event that the Customer's order is made in accordance with the business agreement pursuant to the previous sentence, the Supplier is not entitled not to confirm such an order, or is not entitled to proceed in the manner of proposing changes according to paragraph 6. of this Article of the GTC.

#### Art. IV

##### Basic contractual conditions for the commodity delivery and the non-delivery consequences

1. The Supplier shall deliver the commodity to the Customer in the agreed amount pursuant to the Contract, observing the permitted deviation agreed thereunder. The quantity of commodity for the purposes of determining the delivered quantity of commodity is considered to be the quantity determined by Contract (weight of commodity determined by certified weight at the place of loading or at the place of unloading – as agreed under individual purchase Contract), after weight reductions under contract were made.
2. In case the Supplier delivers the commodity to the Customer in the quantity exceeding the quantity agreed under the Contract and the Customer does not reject such delivery and accepts it, the parties have agreed that the delivery of the commodity (in the quantity exceeding the agreed quantity under the Contract) shall be governed by the provisions of the Contract, but the purchase price of such delivered commodity shall be determined according to the mutual agreement of the parties with respect to the amount of the commodity market price in the time of the delivery of the commodity.
3. Should the parties have concluded multiple Contracts with the same date of delivery, the respective supplies of commodity shall be performed gradually, in the order in which the individual purchase contracts were concluded.
4. Individual supplies of the commodity shall be performed based upon the schedule of supplies (hereinafter as the "SS") presented by the Customer to the Supplier. The SS shall include the date of delivery, quantity of the commodity, information regarding the delivery parity in case it is different from the information included in the individual purchase contract, which information can be individually changed by the Customer, with indication of the location for the delivery. The SS does not represent offer for concluding of purchase contracts, but merely a more precise specification of terms under which the agreed quantity of commodity shall be supplied. The Customer shall deliver the SS to the Supplier personally, via e-mail or telephone at latest one day in advance. The duly delivered SS is binding upon the parties to the Contract and the Supplier undertakes to perform the supplies of the commodity in accordance with the SS, i.e. to deliver the commodity to the Customer in the agreed quality, on the agreed date of delivery, in accordance with the agreed delivery parity and in the agreed location pursuant to the SS, the Contract and these GCT.
5. In case the date of delivery according to the duly delivered SS is different from the preliminary date of delivery stated in the individual purchase contract, the date of delivery according to SS shall apply. The Customer is entitled to deliver the SS to the Supplier at any time, taking into account the estimated date of delivery of the commodity specified in the Contract. The Customer shall not be entitled to deliver the SS to the Supplier later than 14 days after the expiry of the last preliminary date of delivery according to the Contract. Should the date of delivery according to the SS differ from the preliminary date of delivery according to the Contract by more than 2 months, the parties undertake to negotiate with each other on the possibility of such adjusted deliveries.
6. In case the Customer is interested in supplies of the commodity with the quality parameters exceeding the permissible values pursuant to the quality specification enclosed with the Contract, the Customer undertakes to issue separate SS with respect to that supply of the commodity, separately from the SS for supplies of the commodity performed in accordance with the quality specification, and to expressly indicate that it represents delivery of the commodity intended for post-harvest treatment.
7. In case the Supplier fails to deliver the commodity in accordance with the SS, the Customer may reject delivery of the supply and not accept it.
8. In case that the Customer decides to take over the delivery of a commodity with quality parameters above the permissible values according to the quality specification enclosed with the Contract, despite the fact that its delivery was not required by SS according to paragraph 6. above, the Customer shall be entitled to proceed in accordance with the Art. XI of these GTC and have the commodity treated, so that its quality parameters correspond to the quality specifications under the Contract, at the Supplier's costs.
9. In case under the SS the parity of delivery is changed from the parity DAP INCOTERMS®2020 (agreed in the Contract) to parity FCA INCOTERMS®2020, the Customer has right for reimbursement of costs of transport of the commodity.
10. In case under the SS the parity of delivery is changed from the parity FCA INCOTERMS®2020 (agreed in the Contract) to parity DAP INCOTERMS®2020, the Supplier has right for reimbursement of costs of transport of the commodity.
11. The Supplier is obliged to deliver with each delivery of the commodity to the Customer duly, correctly and truthfully completed accompanying and transport documents for the goods, for the delivery of which the Customer requested him, especially duly, correctly and truthfully completed cover letter. A correctly completed cover letter means the completion of:
  - a) identification data of the Supplier and the Customer,
  - b) Contract number (the number is announced at the latest at the time of sending the SS),
  - c) the type of commodity delivered.Should a duly completed cover letter be not delivered together with the delivery, the Customer is entitled to refuse and not accept the delivery of the commodity.
12. In case that the Customer rejects the delivery of the commodity in accordance with these GTC, the following shall apply:
  - a) all costs related to the transport and return of the commodity to the Supplier shall be borne by the Supplier, and at the same time
  - b) the obligation of the Supplier to deliver the agreed quantity of the commodity duly and on time does not expire, i.e. the agreed quantity of the commodity is not reduced by the quantity of the commodity, the takeover of which was legitimately rejected by the Customer.
13. The Parties agree that in the event of non-delivery of the contracted volume of the commodity or non-compliance with the date of delivery, the Customer shall be entitled to:
  - a) request the delivery of goods under the Contract from the Supplier, and at the same time claim against the Supplier the payment of a contractual penalty in the amount of EUR 100 for each tonne of commodity not delivered on time,
  - b) purchase a commodity from a third party in accordance with paragraph 14.;
  - c) withdraw from an individual purchase contract in accordance with Art. XVIII paragraph 3.
14. In case that the Supplier does not deliver the agreed quantity of the commodity properly and on time, the Customer is entitled to make a purchase of a commodity with which the Supplier is in delay from a third party after prior notification to the Supplier. In such a case, the Customer shall be entitled to claim damages from the Supplier in the amount of the difference between the purchase price, which had to be paid according to the Contract and the price agreed in the replacement purchase. The right for compensation for other damages shall not be affected. In connection with the replacement purchase arrangement under the previous sentences the parties agree that Art. § 469 Commercial Code shall not apply to the contractual relationship established by the Contract.
15. The Customer shall be entitled to proceed in accordance with paragraph 14. above even if the Supplier's failure to deliver the commodity or its delay in delivery is caused by an obstacle that occurred independently of the Supplier's will and prevents it from fulfilling its obligation, i.e. even if the failure of the Supplier to deliver the commodity or its delay in delivery is caused by circumstances of force majeure. The arrangement under paragraph 18. shall not apply in such a case.
16. Force majeure is considered to be circumstances precluding liability, i.e. any obstacle which has arisen independently of the will of the obligated party and prevents it from fulfilling its obligation, unless it can be reasonably assumed that the obligated party would avert or overcome this obstacle or its consequences and further anticipate this obstacle at the time the obligation arises. Liability is not excluded by an obstacle which arose only at a time when the liable party was in arrears with the fulfillment of its obligation or arose from its economic circumstances. The exclusionary effects are limited to the duration of the impediment to which those effects are associated.
17. A report on the exclusion of liability must be submitted without undue delay after the liable party has become aware of the obstacle or has been able to become aware, with due care, within 48 hours at the latest. If the liable party fails to comply with this notification obligation, it may not invoke circumstances excluding liability in connection with its

breach of the obligation. At the same time, together with the report, the party who invokes the circumstances excluding liability is obliged to submit evidence of the occurrence of a circumstance excluding liability (including a report to the insurance company insuring the property of the given party).

18. In case that a party notifies an obstacle on time, the time limit for performance shall be extended by the period during which the obstacle lasts.

#### Art. V

##### Terms of Transport

1. In case transport of the commodity is arranged for by the Customer, the Supplier shall check:
  - a) identification data of the furnished vehicle (hereinafter as the "FV") and identity of driver of the FV in order to examine his authority to perform the transport of the commodity in favour of the Customer,
  - b) loading space for the commodity in order to examine whether there is no other commodity or other products loaded there,
  - c) cleanness of the FV, manner of preventing of deterioration of the commodity in the course of transport to the location of delivery, in particular whether the FV transported toxic or hazardous material, industrial fertilizers, etc.,
  - d) due covering of the transported commodity by sheet in case of using truck, trailer or semi-trailer,
  - e) sealing of the vehicle, in order to prevent losses in the course of the transport,
  - f) weight of the loaded FV in order not to exceed the maximum permitted weight in accordance with the legislation applicable in the location of loading of the commodity, in the course of its transport and in the location of unloading of the commodity.

In case of discovery of any discrepancies, the Supplier undertakes to inform the Customer about such deficiencies prior to loading of the commodity to the vehicle and in case of discovering insufficient securing of the commodity during the transport and insufficient covering by sheet, the Supplier shall inform the Customer immediately after discovering it and shall proceed according to the instructions from the Customer. Without consent of the Customer, the Supplier may not load the commodity to the vehicle with respect to which deficiencies were discovered and may not send the commodity for transport in case of discovering insufficient securing. In case the Supplier fails to inform the Customer about the deficiencies, the Supplier shall be liable for defects of the commodity.

2. In case transport of the commodity is arranged for by the Supplier, the Supplier undertakes:
  - a) use the FV suitable for transport of loose agricultural commodities for the transport, with certificate on suitability of the FV for transport of loose agricultural commodities and with certification on sanitary suitability; the FV used for transport of toxic or hazardous material, industrial fertilizers, etc. cannot be used,
  - b) ensure that all FVs used for transport of the commodity are clean, duly secured and secured against deteriorating of the commodity in the course of its transport to the location of unloading,
  - c) transport the commodity separately from any other products,
  - d) keep record of the documents proving the type of the commodity transported by the FV and records on cleaning of the FV and present such documents to the Customer upon its request,
  - e) transport only such amounts of the commodity in the FV in order to ensure that the weight of the loaded FV does not exceed the maximum limit of weight in accordance with the legislation applicable in the location of loading of the commodity, in the course of its transport and in the location of unloading of the commodity,
  - f) ensure that the FV is regularly cleaned and disinfected and that the transport containers or tank trailers do not contain residues or fumes from the previous carriage; records on cleaning and disinfecting of the FV must be kept in the diary of the vehicle,
  - g) ensure that driver of the FV presents upon request the record on carriage of the last three preceding cargoes laden in bulk.

#### Art. VI

##### Quality of the Commodity

1. The Supplier shall deliver the commodity in the quantity and in the quality according to the Contract.
2. **Prior to unloading of the commodity** in the location of unloading (should the parties agree that the unloading quality shall prevail) or before uploading of the commodity to the FV (should the parties agree that the uploading quality shall prevail) the Customer shall (personally or through its contractual partner) check quality parameters of the commodity in order to discover such defects of the commodity as its humidity exceeding the permitted limit and insufficient organoleptic quality, increased content of dirt, harmful weed and mycotoxins resulting in its non-usability or its usability only with additional costs of the Customer. In case the commodity contains defects pursuant to the previous sentence, the Customer may reject such supply and not accept it; this shall not apply in case pursuant to the SS the supply of the commodity is intended for post-harvest treatment.
3. In case of discovering insufficient quality parameters upon checking of the commodity, the Customer undertakes to notify the Supplier prior to rejecting of the delivery by sending the Notification on failure to meet the quality parameters of the commodity and the Supplier has right to check the quality parameters of the commodity in the location of unloading or in the location of uploading.
4. If the Supplier does not agree with the Customer's statement on the quality of the commodity waiting to be unloaded at the place of unloading or to be uploaded at the place of uploading, it is obliged to notify the Customer in this respect no later than 6 hours after sending the Notice of non-compliance with quality parameters of the commodity. In the event that the Supplier does not notify the Customer within the period according to the previous sentence, the parties have agreed that the Supplier is deemed to agree with the Customer's statement on the quality of the commodity.
5. The parties have agreed that in case:
  - a) the Supplier agrees with the Customer's statement on the quality of the commodity prior to its unloading or prior to its uploading and the parties fail to reach agreement on the amount of discount from the purchase price for delivery of the commodity due to failure to meet the quality requirements, the Customer has right to reject the delivery,
  - b) the Supplier agrees with the Customer's statement on the quality of the commodity prior to its unloading or prior to its uploading and the commodity is usable for the Customer and the parties reach agreement on the amount of discount, or agreement on the weight of the supply, the Customer shall take over the delivery,
  - c) the Supplier disagrees with the Customer's statement on the quality of the commodity prior to its unloading or prior to its uploading and the parties fail to reach agreement on the quality or the quantity of the commodity within 6 hours after sending of the Notification on failure to meet the quality parameters of the commodity to the Supplier at the latest, the parties have agreed to invite a representative of the SGS group in the country of unloading or in country of uploading or a representative of another accredited laboratory, as agreed by the parties, to assess the quality of the commodity before its unloading or its uploading. The parties shall be bound by the quality assessment of a representative of SGS or another accredited laboratory and the costs related to the activities of this third party shall be borne by the party whose claim has not been confirmed. Depending on the conclusions obtained in this way, the Customer is entitled to reject the delivery or is obliged to take it over.
6. In case individual delivery of the commodity to the Customer is performed by several vehicles, trailers or other means of storing in the course of single calendar day, the Customer may check the quality parameters of the supply of the commodity by analysing the so-called mixed sample, by taking a kilogram sample from each used vehicle, trailer or other means of storing used by the Supplier for delivery of that supply of the commodity, by mixing such samples and by taking a kilogram sample from the mixture prepared in such manner (hereinafter referred to as the "Mixed Sample"). The parties have expressly agreed that the procedure pursuant to the previous sentence is applicable only in case the following conditions are cumulatively met:
  - a) vehicles, trailers or other means of storing are loaded by the commodity coming from the single Supplier,
  - b) total amount of the commodity supplied in this manner does not exceed 100 t and
  - c) delivery of the commodity by several vehicles, trailers or other means of storing is performed in the course of single calendar day.
7. The parties to the contract have agreed that the analysis of the Mixed Sample performed in accordance with these GCT is decisive and binding for the entire delivery of the commodity performed in this manner. The parties to the contract have furthermore agreed that for the purpose of exercising of rights of the Customer pursuant to paragraph 6., the Supplier shall inform the Customer about the planned delivery of more separate deliveries during one calendar day.
8. **After unloading of the commodity** in the location of unloading the Customer may check the quality parameters of each delivery by taking sample, either personally or through its authorized third party, in the location of unloading. In case the quality parameters of the supplied commodity do not conform with the required quality terms or in case it

contains other defects, the Customer shall notify such circumstance to the Supplier in writing within 20 days after receiving of results from the quality analysis. In case the parties to the contract fail to reach agreement on the quality of the supplied commodity within 10 days after serving of the written notification pursuant to the previous sentence, the quality of the commodity will be ascertained through a representative of the SGS group in the country of unloading or in another accredited laboratory as agreed by the parties.

9. The results reached by the accredited laboratory in reproducing of the particular method are binding upon the parties. Costs for analysing of the sample in the accredited laboratory shall be borne by the party whose arguments were not proved by the analysis.

10. In case the quality parameters of the supplied commodity fail to meet the required criteria or in case it has other defects, the Customer may assert claims from defects pursuant to the contract and to these GCT; this provision is without prejudice to existence of the claims from defects prescribed by the applicable legislation.

#### **Art. VII**

##### **Transfer of Ownership Title and Liability for Defects**

1. The Supplier undertakes to ensure that upon transfer of ownership title to the Customer, the commodity is in its exclusive ownership and free from any rights of third party.
2. Ownership title to the commodity passes from the Supplier to the Customer at the moment of take-over of the commodity by the Customer in the location of delivery.
3. The parties have furthermore agreed that in case of delivery of commodity intended for post-harvest treatment, ownership title to the commodity passes from the Supplier to the Customer at the moment of providing of the agreed services in accordance with these GCT.
4. The Supplier shall be liable for defects of the commodity existing at the time of passing of risk to the commodity upon the Customer (depending on the delivery parity agreed with respect to particular supply of the commodity). In case the Customer or contractual partner of the Customer discovers upon weighing or after unloading of the commodity in the location of unloading that the commodity has defects, it is considered that the commodity had defects at the time of its loading to the vehicle in the location of delivery.

#### **Art. VIII**

##### **Sustainability**

1. With reference to the fact that the Customer possesses certificates proving fulfilling of criteria of sustainability, it is necessary that the Supplier also meets the criteria of sustainability in case the Supplier delivers the commodity indicated in the contract as sustainable.
2. The Supplier which is producer of the commodity shall:
  - a) serve to the Customer correctly and completely filled Form wherein it *inter alia* acknowledges applying the cross-compliance system and that it possesses necessary documents to prove it,
  - b) submit to audit on fulfilling of the requirements of sustainability performed by the Customer, by auditors of certifying authorities and or by ISCC auditors at any time in the course of duration of the contract, as well as within 5 years after its termination,
  - c) supply solely the commodity from its own agricultural production.
3. In the course of the performed audit of the Supplier which is producer of the commodity, the Supplier undertakes to present at least the following documents proving fulfilling of the requirements of the system of sustainability:
  - a) complete list of all land lots used for growing of the commodity by the Supplier,
  - b) application for granting of support filed with the Agricultural Paying Agency (Pôdohospodárska platobná agentúra) in the year in which the audit takes place) containing the number of the application and the list of land lots specified in the application together with their areas,
  - c) list of protected areas in which the Supplier grows the commodity with specification of terms of their protection,
  - d) orthophoto maps with respect to all land lots under the sub-paragraph (a) or other documents proving that in the period since 1 January 2008 no change of manner of use occurred with respect to these land lots,
  - e) declaration of the Supplier on submitting to performance of the audit,
  - f) contract with the Customer, all delivery certificates and weighing certificates and other possible documents proving delivery of the commodity.
4. The Supplier which is not producer of the commodity undertakes to ensure that at the time of delivery of the commodity it possesses valid certificate on fulfilling of the criteria of sustainability which is identical with the certification system presented upon the contract formation and that at the time of delivery of the commodity the certificate is published at website <http://www.iscc-system.org>, <http://www.redcert.org>, <http://www.shmu.sk>, or at other corresponding credible website.
5. The Customer has no obligation to accept the delivered commodity from the Supplier who is not producer of the commodity and who does not possess the valid certificate at the time of delivery of the sustainable commodity. All costs and the occurred loss as result of such rejected supply of commodity shall be borne by the Supplier.
6. The Supplier undertakes to archive all documents necessary for proving fulfilling of the requirements of the system of sustainability at least until elapsing of 10 years after termination of the contract.

#### **Art. IX**

##### **Purchase Price and Payment Terms**

1. The parties to the contract have agreed that for the purpose of calculation of the total purchase price, the weight of the commodity determined according to the method stated in the contract (the weight in the location of unloading or the weight in the location of uploading), after applying any weight reductions under the Contract.
2. The purchase price covers all costs of the Supplier connected with loading of the commodity to the vehicle transporting the commodity to the location of unloading or the costs of the Supplier connected with loading of the commodity to the vehicle transporting the commodity to the location of delivery. The purchase price does not include the applicable VAT which shall be determined in accordance with the applicable legislation.
3. In case of supply of the commodity indicated in the contract as constantly sustainable, the Supplier shall at latest on the day of issuing and sending of the invoice for delivery of the commodity provide to the Customer all the documents proving fulfilling of the criteria of sustainability.
4. The right of the Supplier to payment of the purchase price arises:
  - a) upon due delivery of the commodity to the agreed location, with respect to the commodity which was delivered according to the TMI sent by the Supplier to the Customer; however, not earlier than upon determination of the weight and quality of the commodity for the purpose of calculation of the total purchase price in accordance with the contract,
  - b) upon delivery of the documents proving sustainability of the delivered commodity by the Supplier to the Customer, at latest together with the invoice (in case the delivery of sustainable commodity was agreed in the contract and delivered under the terms of the contract).
5. The Customer undertakes to pay to the Supplier the purchase price after arising of its claim for payment within the period prescribed by the contract which commences upon the date of delivery of the respective invoice of the Supplier.
6. The Supplier shall issue the invoice based upon the calculation delivered by the Customer via e-mail. The Supplier shall invoice single aggregate invoice for the entire accounted period (the example of accounting is indicated in Annex No. 3 of this GTC). The accounted period shall generally be calendar week (Monday until Sunday, including both days), however, in case the calendar week does not fall within single calendar month, the accounted period shall be the part of the calendar week which commences and ends in the same calendar month. The accounting shall be prepared by the Customer and sent to the Supplier:
  - a) on Tuesday following after the accounted period falling outside of harvest-period, provided that the accounted period includes 7 calendar days,
  - b) on Thursday following after the accounted period during the harvest-period, provided that the accounted period includes 7 calendar days,
  - c) within 2 working days following after the accounted period falling outside of harvest-period, provided that the accounted period is shorter than 7 calendar days or
  - d) within 5 working days following after the accounted period during the harvest-period, provided that the accounted period is shorter than 7 calendar days.The harvest-period means the period from 15 June until 30 November of the respective calendar year.
7. The Supplier undertakes to issue invoice solely based upon the accounting made pursuant to paragraph (6) served by the Customer and in accordance with the law and to serve the invoice to the Customer at latest within 3 working days after receiving of the accounting. The Customer may without undue delay reject the invoice which does not

correspond with the data provided in the accounting or which fails to meet statutory requirements, or which contains incorrect information that must be indicated. In such case the maturity period is interrupted, and the new period commences upon the date of service of corrected invoice to the Customer.

8. In the event that the Supplier breaches its obligation to issue and deliver an invoice to the Customer in accordance with paragraph 7., first sentence, it undertakes to pay the Customer a contractual penalty of EUR 50 for each invoice issued and delivered in violation of the above requirements.

#### Art. X

##### Special Arrangements on the Purchase Price in Case of Pre-Financing of the Commodity (Corn and Oil-Seed Rape)

1. In case the Supplier and the Customer enter into contract on cooperation in pre-financing the commodity and in case the Supplier and the Customer do not agree on the amount of purchase price **for oil-seed rape**, the Customer undertakes to pay to the Supplier for that part of the supply of oil-seed rape, with respect to which agreement on the amount of purchase price was not reached, in the amount per 1 ton of oil-seed rape corresponding to the delivery parity DAP INCOTERMS®2020 determined as arithmetic average of daily prices of future derivatives announced at the Paris Commodity Exchange EURONEXT for the next following expiration, published for business days from 1<sup>st</sup> until 15<sup>th</sup> day of the corresponding calendar month for supplies of oil-seed rape made from 16<sup>th</sup> until the last day of the respective calendar month and from 16<sup>th</sup> until the last day of the respective calendar month for supplies of oil-seed rape made from 1<sup>st</sup> until 15<sup>th</sup> day of the following calendar month. In case the market price for oil-seed rape at the time of purchase varies from the price determined pursuant to the previous sentence by more than ± 3%, the Supplier and the Customer shall negotiate on the modification of the purchase price which shall be paid; the Supplier and the Customer shall agree on such new price by means of amendment to the contract.

2. In case the Supplier and the Customer enter into contract on cooperation in pre-financing the commodity and in case the Supplier and the Customer do not agree on the amount of purchase price **for corn**, the Customer undertakes to pay to the Supplier for that part of the supply of corn, with respect to which agreement on the amount of purchase price was not reached, in the amount per 1 ton of corn corresponding to the delivery parity DAP Incoterms®2020 determined as arithmetic average of daily prices of future derivatives announced at the Paris Commodity Exchange EURONEXT (source: <https://derivatives.euronext.com/en/products/commodities-futures/EMA-DPAR/settlement-prices>) for the next following expiration published for business days from the first until the last day of calendar month in which the corn was supplied, decreased by 20%. In case the market price for corn at the time of delivery of the corn varies from the price determined pursuant to the previous sentence by more than ± 5%, the parties shall negotiate on the modification of the purchase price which shall be paid; the parties shall agree on such new price by means of amendment to the contract.

#### Art. XI

##### Commodity Treatment

1. In case the Supplier shall under the SS supply the commodity (corn, oil-seed rape, sunflower, wheat, other) intended for post-harvest treatment, it is deemed that the Supplier asked the Customer to provide services of cleaning and drying in the extent according to the Specification of Quality and that the Customer undertakes to provide such services to the Supplier (hereinafter referred to as the "Agreed Services"). The parties have agreed that the Agreed Services shall be performed by the Customer in the contracted warehouses of the of the Customer or other agreed location of delivery.

2. In case of providing of at least one of the Agreed Services, the samples pursuant to Article VI paragraph 2. of the GCT shall be taken by take-over of the delivery of the commodity prior to providing of the Agreed Services.

3. The Supplier undertakes to pay to the Customer remuneration for providing of the Agreed Services in the location of in accordance with the price list specified at the website of INTERAGROS, a. s., unless the remuneration is agreed by the parties to the contract separately in the contract:

a) in case of corn the remuneration shall be calculated as follows:

- xx EUR for cleaning of 1 ton of corn and

- xx EUR per ton / percentage of humidity of corn over 14.0 % for drying, i.e. the remuneration calculated according to the following formula  $B = xx * (A - 14)$ , where A represents humidity of corn measured upon its unloading from vehicle in the location of unloading and B represents the amount of remuneration in EUR for drying of 1 ton of corn and xx represents the price under the price list or the price under the contract;

b) in case of oil - seed rape the remuneration shall be calculated as follows:

- xx EUR for cleaning of 1 ton of oil-seed rape and

- xx EUR per ton / percentage of humidity of oil-seed rape over 8.0 % for drying, i.e. the remuneration calculated according to the following formula  $B = xx * (A - 8)$ , where A represents humidity of oil-seed rape measured upon its unloading from vehicle in the location of unloading, B represents the amount of remuneration in EUR for drying of 1 ton of oil-seed rape and xx represents the price under the price list or the price under the contract;

c) in case of sunflower the remuneration shall be calculated as follows:

- xx EUR for cleaning of 1 ton of sunflower and

- xx EUR per ton / percentage of humidity of sunflower over 8.0 % for drying, i.e. the remuneration calculated according to the following formula  $B = xx * (A - 8)$ , where A represents humidity of sunflower measured upon its unloading from vehicle in the location of unloading, B represents the amount of remuneration in EUR for drying of 1 ton of sunflower and xx represents the price under the price list or the price under the contract;

d) in case of wheat the remuneration shall be calculated as follows:

- xx EUR for cleaning of 1 ton of wheat and

- xx EUR per ton / percentage of humidity of wheat over 14.5 % for drying, i.e. the remuneration calculated according to the following formula  $B = xx * (A - 14.5)$ , where A represents humidity of wheat measured upon its unloading from vehicle in the location of unloading, B represents the amount of remuneration in EUR for drying of 1 ton of wheat and xx represents the price under the price list or the price under the contract;

e) in case of soy the remuneration shall be calculated as follows:

- xx EUR for cleaning of 1 ton of soy and

- xx EUR per ton / percentage of humidity of soy over 14.0 % for drying, i.e. the remuneration calculated according to the following formula  $B = xx * (A - 14)$ , where A represents humidity of soy measured upon its unloading from vehicle in the location of unloading, B represents the amount of remuneration in EUR for drying of 1 ton of soy and xx represents the price under the price list or the price under the contract;

4. For the purpose of determination of the amount of remuneration for providing of the Agreed Services, the weight of the commodity prior to providing of the Agreed Services shall be decisive.

5. The right of the Customer to payment of remuneration for the Agreed Services arises upon their due performance.

6. The remuneration for the provided Agreed Services is due based upon the invoice of the Customer within 7 days after delivery of the invoice to the Supplier. The parties to the contract have agreed that the remuneration for providing of the Agreed Services may be unilaterally set-off by the Customer against the purchase price of the supplied commodity.

7. Providing of the Agreed Services represents separate obligation of the Customer which does not affect the obligations of the Supplier under this contract.

#### Art. XII

##### Special Arrangements for Storing

1. In the event that the Supplier has concluded a Commodity Cooperation Agreement with the Customer, on the basis of which the contractual relationship between them is subject to the provisions of these GTC, and at the same time an individual purchase contract for commodity supply has not yet been concluded between the parties and the Supplier has delivered commodity to the Customer's warehouse, it is considered that the Supplier has asked the Customer to store the commodity, thus imported and the Customer undertakes to take over the commodity and store it for the Supplier until an agreement is reached between the parties on the commodity price, resp. to conclude an individual purchase contract or, if it is not concluded, by the time required by the Supplier. The parties have agreed that by taking over the Commodity of the Supplier according to the previous sentence by the Customer, a storing contract is created between the contracting Parties, on the basis of which the Customer as a Storer (hereinafter "Storer") in its warehouse under

the conditions specified in this article has undertaken to store the Supplier's commodity as Depositor (hereinafter referred to as the "Depositor"), and the Supplier as Depositor has undertaken to pay the Customer as Storer the agreed price for such storage.

## **2. The Subject of performance**

**2.1.** The Storer undertakes to take over the commodity from the Depositor or from the Depositor's contractual partner, which is either the Depositor's Supplier or the Depositor's Carrier or the Depositor's Supplier's Carrier (hereinafter the "Depositor's Partner"), to store and maintain it and Depositor undertakes to pay to the Storer the agreed price for such storage, removal of the commodity and post-harvest treatment.

**2.2.** The Depositor declares that the commodity will be in its sole ownership or will be entitled to dispose of it at the time of admission to the warehouse (paragraph 2.1) and that the commodity will not be encumbered by the rights of a third party.

## **3. Admission of the commodity to the warehouse**

**3.1** The Storer undertakes to accept the commodity of the Depositor into the warehouse by admitting the commodity for storing.

**3.2** The admitting commodity for storing means the taking over of a commodity from the Depositor or from the Depositor's partner from the vehicle and its storage in the warehouse.

**3.3** The Storer undertakes to store only such a commodity, the quality parameters of which are in accordance with the requirements of the quality specification of individual types of commodities determined by the Storer.

**3.4** The Storer undertakes that upon delivery of the commodity, by pulling over of the vehicle transporting the Depositor's commodity, he shall weigh the commodity on certified scales before unloading it from the vehicle and record the determined weight on the issued weigh note; a separate weigh note will be issued for each individual delivery. A single delivery of a commodity means a commodity delivered by a single vehicle (hereinafter referred to as "delivery"). The Storer is obliged to state the registration number of the vehicle transporting the commodity of the Depositor, to ensure the signature of the driver of the vehicle and a legible indication of his name and surname on the weigh note.

**3.5** At the same time, the Storer undertakes to take a sample from each delivery of the commodity before unloading the commodity in accordance with the standard procedure according to the relevant technical standards designed to verify the quality of the commodity with regard to meeting the requirements of the quality specification. The minimum weight of one sample is 1 kilogram.

**3.6** In case the commodity does not have a suitable, resp. usual characteristics within the meaning of the requirements of the quality specification for a given type of commodity defined by the Storer according to paragraph 3.3, it should be deemed that the Depositor have requested the Storer to provide cleaning and drying services for the commodity (post-harvest treatment). In such a case, the Storer undertakes to provide the cleaning and drying services requested by the Depositor to the Storer, and the Depositor undertakes to pay a fee for the services provided pursuant to Art. XI.

## **4. Commodity removal from the storage**

**4.1** The Storer is obliged to remove the commodity from the storage upon the Depositor's request delivered no later than 14 days before the required removal of the commodity, if no individual purchase contract is concluded between the parties for the supply of the commodity in accordance with Art. V. As removal commodity from the storage is considered it's the handover to the Depositor or the Depositor's partner, which means the loading of the commodity on the vehicle.

**4.2** In the event that an individual purchase contract is concluded between the parties, the storage of the commodity is terminated when the stored commodity under the individual purchase contract is delivered to the Storer as the Customer (meaning the day designated under the Contract as the commodity delivery date).

**4.3** The Storer declares that its daily removal capacity is a maximum of 300 tons of commodity. The Storer undertakes to remove the commodity from the storage upon the request of the Depositor as soon as possible, taking into account the maximum daily storage capacity according to the previous sentence, as well as after payment of fees for services provided. With regard to the requirements of the Storer and the daily storage removal capacity of the Storer, the contracting parties shall mutually agree on a removal schedule. After mutual agreement, the removal schedule is binding for both parties.

**4.4** At the same time, the Storer is obliged to issue a weigh note when unloading the commodity if the Depositor decides to take over the commodity by loading it on the vehicle and hand it over to the driver of vehicle transporting the unloaded commodity together.

**4.5** In the event that the stored commodity is the subject of an individual purchase contract concluded between the parties, the Storer shall confirm the end of storage in the form of a Commodity Transfer Certificate, a form of which forms Annex no. 5 of these GTC.

**4.6** The contracting parties have agreed that in order to determine the weight of the commodity removed, resp. commodities, which the Customer acquires according to the individual purchase contract concluded between the parties, the decisive quantities are determined on the weight of the Storer; the Depositor undertakes to respect the quantities determined on the Storer's weight.

**4.7** Natural weight loss of goods means a maximum of 0.3% of the quantity of commodity accepted for storage.

**4.8** In case the difference between the quantity of commodity stored and the quantity of commodity removed exceeds the natural weight loss in accordance with paragraph 4.7 occur when all commodities are removed from storage, the Storer undertakes to equal the difference by a financial performance equal to a multiple of the arithmetic average of the unit prices of the stored commodity of the Depositor and a quantity equal to the resulting difference, all by 20 working days after full removal of commodity from the storage. The arrangement under the first sentence shall apply only in the event that an individual purchase contract for the supply of a commodity within the meaning of Art. III, the subject of which is a stored commodity within the period specified in paragraph 5.2 of this Article.

## **5. Storage, reimbursement of storage costs and payment terms**

**5.1** The contracting parties have agreed that in the event that an individual purchase contract for the supply of a commodity is concluded between them within 14 days of the commodity being stored within the meaning of Art. III, the subject of which is a stored commodity, it is considered that the purchase price of the commodity according to the individual purchase contract includes the remuneration for storage, reimbursement of storage costs and removal of the commodity.

**5.2** In case that an individual purchase contract for the supply of the commodity within the meaning of Art. III, the subject of which is the stored commodity, is not concluded no later than 14 days from the storage of the goods, the Depositor is obliged to pay the Storer a fee for the proper storage, warehousing and removal of the commodity for the actual storage time and for the quantity of the Depositor's commodity accepted for storage.

**5.3** The contracting parties have agreed that the Depositor, regardless of whether he is obliged to pay the storage fee according to the paragraph 5.2 or not (paragraph 5.1), he is obliged to reimburse the Storer fees for post-harvest treatment in accordance with Art. XI.

**5.4** The amount of storage and costs for storage and removal of the commodity is stated in the price list published on the Storer's website <http://www.interagros.sk/sk/strediska>. The parties agree that the agreed storage shall include, in addition to the costs of storage and removal of the goods, all other costs incurred by the Storer in fulfilling his obligations under the storage contract; the agreed storage and the agreed compensation for storage and removal do not include the statutory value added tax, which will be applied in accordance with the relevant legislation.

**5.5** The parties agree that the agreed storage, reimbursement of costs for storage and removal of the commodity are payable as follows:

- a) in the case referred to in paragraph 5.1, on the due date of the purchase price for the commodity under the individual purchase contract; and
- b) in the case referred to in paragraph 5.2, monthly backwards, i. in the month following the month in which the Storer became entitled to payment, on the basis of the Storer's invoice, within 7 days of the invoice being issued. The Customer undertakes to deliver the invoice to the Supplier within 2 days of its issuance.

**5.6** In case that the Storer's invoice contains incorrect or incomplete data, the Depositor is entitled to send the invoice back to the Storer, stating the missing details or marking the incorrect data. In such a case, the due date shall be interrupted and the new due date shall begin on the day of delivery of the corrected invoice to the Depositor.

## **Art. XIII Special Arrangements**

**1.** The parties to the contract undertake to provide necessary mutual cooperation in performing of their obligations under the contract and to notify each other about any circumstances and information which could affect performance of the terms agreed in the contract.

**2.** The Supplier acknowledges that the commodity to be supplied under the contract is subsequently supplied by the Customer to its contractual partner. The parties to the contract have agreed that in case the contractual partner of the Customer asserts any claim towards the Customer connected with delivery of the commodity which was not performed duly, the Supplier undertakes to indemnify the Customer for the loss sustained by the Customer in connection therewith.

**3.** The Customer has at any time right to set off any due pecuniary claim towards the Supplier against any due pecuniary claim of the Supplier towards the Customer.

4. The parties to the contract undertake to provide any necessary mutual cooperation in delivery of the commodity to the location of delivery and to notify each other about any circumstances and information which could affect performance of the terms agreed in the contract.

5. The Supplier shall observe all legal rules in the location of delivery concerning health and safety protection, fire protection and protection of environment (including prohibition of smoking, prohibition of use of alcoholic beverages and drugs) and obligation to keep the location of delivery clean, where such obligations apply also to the drivers and to the crew of the vehicles of the Supplier or drivers and crew of carriers authorized by the Supplier to transport the commodity. For this purpose, the specified persons shall use protective tools and work clothing at least in the following extent: protective shoes, reflective vest (or other reflective clothing), protective helmet in all locations of loading and unloading of the commodity.

6. In the location of delivery, the Supplier shall observe:

- obligation of pedestrians to use solely the specified ways (pathways) for pedestrians and to use crossings,
- obligation to observe traffic signs and the maximum permitted speed in driving of motor vehicle,
- obligation to observe all instructional, ordering, warning and banning safety signs and boards,
- prohibition of entering into premises which do not have to be entered in order to perform the object of the contract,
- prohibition of entering into the location of delivery under influence of alcohol, drugs and prohibition to bring such beverages / substances into the location of delivery or to consume them there,
- prohibition of smoking with exception of places reserved for smoking,
- obligation to inform the responsible person / manager in case of injury or occurrence of damage or breakdowns on facilities,
- obligation to prevent causing of fire,
- obligation to observe instructions of fire patrol, fire-alarm rules and fire evacuation plan in case of occurrence of fire,

where such obligations apply also to the drivers and to the crew of the FV of the Supplier or drivers and crew of carriers authorized by the Supplier to transport the commodity.

#### **Art. XIV**

##### **Warranties of the Supplier**

1. By signing this contract, the Supplier warrants that there exists no ground for revoking of registration for value added tax pursuant to Act No. 222/2004 Coll. on value added tax as amended (hereinafter as the "**Act on VAT**") with respect to the Supplier and, in case the Supplier is natural person, also with respect to entity in which the Supplier acts as its statutory representative, member of statutory body or its shareholder and, in case the Supplier is legal entity, also with respect to person acting as its statutory representative, member of statutory body or shareholder in the Supplier, or with respect to the entity in which its statutory representative or member of its statutory body or shareholder acts as statutory representative, member of statutory body or shareholder, where the grounds for revoking of registration are as follows: the person does not conduct business pursuant to Section 3 of Act on VAT or has ceased to conduct such business, repeatedly within calendar year the person fails to file tax return for value added tax or control statement, repeatedly within calendar year the person fails to pay own tax duty for value added tax, the person is repeatedly not reachable in its registered office, place of business or in its business premises or the person repeatedly breaches obligations in the course of tax inspection under the Act on VAT. The parties to the contract have agreed that warranties pursuant to the previous sentence are deemed to be repeated at every moment in the course of duration of the contract or until termination of obligation of the Carrier to pay tax pursuant to the Act on VAT in connection with the contract.

2. In case the warranties provided in paragraph 1. become untrue, incorrect or incomplete, the Supplier shall inform the Customer about such circumstance without undue delay after gaining knowledge about it.

3. The Supplier agrees to provide to the Customer upon its request for inspection at any time in the course of the contract term a record of the Supplier from the Business Register issued not earlier than 30 days prior to that inspection.

4. By signing of the contract, the Supplier warrants ownership of the bank account indicated in the heading of the contract and agrees to use solely this bank account in its invoices issued under the contract.

5. The parties to the contract have also agreed that the Supplier supplies to the Customer commodity which is not intended as goods for human consumption, i.e. it does not represent foodstuffs pursuant to Section 2 (a) of Act No. 152/1995 Coll. on foodstuffs as amended.

6. The parties to the contract have agreed that in case, regardless of the provision of paragraph 5., the Supplier supplies to the Customer commodity which represent foodstuffs and as result thereof the contractual relationship between the Supplier and the Customer will be subject to Act No. 91/2019 Coll. on unreasonable terms in business with foodstuffs and on amendment and supplementing of several statutes (hereinafter as the "**Act No. 91/2019**") and in case the competent public authority imposes fine to the Customer as result of assessment of certain contractual provisions of the contract as unreasonable terms or of assessment of the conduct of the Customer as unreasonable term pursuant to Act No. 91/2019, the Supplier undertakes to reimburse the costs of the Customer which had to be expended in connection with payment of fine or fines.

7. The Supplier is aware of the fact that the fine for administrative delict pursuant to Act No. 91/2019 is due within 30 days after service of decision on its imposing for administrative delict and that filing of protest against the decision on imposing of fine pursuant to Act No. 91/2019 has no suspending effect on the obligation.

8. The Supplier therefore undertakes to reimburse the costs of the Customer pursuant to paragraph 6. within 15 days after service of notification on imposing of fine to the Customer (enclosed also with copy of the decision on imposing of fine), regardless of whether the Customer files protest against the decision on imposing of fine or not.

#### **Art. XV**

##### **Confidentiality Obligation**

1. The parties to the contract undertake to observe secrecy of the confidential information concerning these GCT and the contract; this obligation of the parties to the contract is unlimited as to its duration and survives even the termination of the contract from any grounds.

2. Confidential information for the purpose of these GCT and the contract means any circumstances, information and data concerning the contract, including its Annexes and possible amendments, negotiations on contracts, on Annexes or on amendments or concerning the parties to the contract, or connected with them, as well as the information learned by the parties to the contract in the course of performance of this contract, with exception of:

- a) the information which are on the date of signing of this contract publicly available or were upon that date already procurable from freely accessible sources,
- b) information which became public after the date of signing of this contract or which could after this date be procured from freely accessible sources in other manner than through breach of obligation of the Party to the contract to observe confidentiality pursuant to this Article,
- c) information with respect to which, due to their nature, it is apparent that the Party to the contract has no intention to preserve their secrecy, provided that the Party to the contract did not expressly indicate them as confidential,

(hereinafter referred to as the "**Confidential Information**").

3. Obligation to preserve secrecy of the Confidential Information does not apply to:

- a) the cases when the Party to the contract published the Confidential Information with prior written consent of the other Party to the contract,
- b) the cases when the obligation of the Party to the contract to provide Confidential Information arises under the law. The obliged party shall upon request inform the other Party to the contract on occurrence of the obligation to provide Confidential Information under the law and on the manner and extent of its performance,
- c) the cases in which the Party to the contract used the necessary information or documents in possible court, arbitration, administrative or other proceedings concerning the rights and obligations arising from the contract, from these GCT or connected with them.

4. The parties to the contract undertake not to provide the Confidential Information to third parties and not to make such information available to third parties without prior written consent of the other Party to the contract. Such third parties do not include members of bodies of the parties to the contract, employees or other person authorized by the parties to the contract, auditors, legal and other consultants of the parties to the contract which are bound by obligation of confidentiality with respect to the provided Confidential Information arising from the law or from agreement with the concerned Party to the contract, as well as other persons which must be provided with such Confidential Information for the purpose of performance of rights and obligations arising from these GCT and / or from the contract.

#### **Art. XVI**

**Service of Documents**

1. The parties to the contract have agreed that any document served in connection with the contract is considered to be served to the other Party to the contract in case of service through:

- a) electronic mail (e-mail) on the date of its sending, unless otherwise proved,
- b) postal services, courier delivery or through personal service, upon service of the document to its addressee, where in case of service of mail through postal services, the document must be served through registered service with proof of receipt proving service at the address indicated in paragraph 2.. In case of service by means other than postal services, it is permitted to serve the document also in the location different from the address indicated in paragraph 2., provided that the Party to the contract is present at that location at the time of service. The date of service shall also be the day on which the Party to the contract as addressee rejects service of the document or the third day after depositing of the mail served through postal services at post office for further service, or the day on which the mail served through postal services is marked by employee of postal services with note "addressee has moved", "addressee is unknown" or with other note having similar meaning, provided that such note is true, or in case of service through courier or through personal service also the date on which the document was not served due to the fact that the addressee was not reached.

2. For the purpose of service through postal services the addresses of registered office or place of business of the parties to the contract indicated in the heading of the contract are applicable, unless the sending Party was notified by the addressee in writing about a new address of registered office or new address intended for service of documents. In case of any change in address intended for service of documents under this contract or in connection with this contract, the respective Party shall immediately notify the other Party on such change of address; in such case the new address duly notified before sending of the document is applicable.

3. The parties to the contract have also agreed that the documents concerning termination or amendment of the contract, unless otherwise expressly prescribed in these GCT, must be served exclusively through postal services as registered mail with proof of receipt, through courier, through personal service or through e-mail sent to the address indicated in the heading of the contract.

4. The parties to the contract have agreed that pursuant to Section 71 (1) (b) of Act No. 222/2004 Coll. on value added tax as amended, the Customer grants consent to the Supplier for the Supplier to account the purchase price for the commodity through electronic invoice, whereby the Supplier is entitled to issue and send electronic invoices to the Customer as accounting for the performance provided in favour of the Customer by the Supplier based upon the contract. The agreed address for sending of invoices is: [fakturacia@interagros.sk](mailto:fakturacia@interagros.sk)

**Art. XVII****Applicable Law and Resolution of Disputes**

1. The contract and the rights and obligations arising therefrom shall be governed and interpreted primarily in accordance with the Commercial Code, by its provisions governing contract of sale and by other legislation in force in the Slovak Republic, with exception of rules on determination of applicable law, where under any circumstances the law applicable to any disputes arising from the contract or in connection with it shall be the law of the Slovak Republic. The rules of INCOTERMS®2020 issued by the International Chamber of Commerce in force upon formation of the contract shall also apply.

2. Any disputes arising from legal relationships under the contract or connected with the contract, including all ancillary legal relationships, claims for returning of unjust enrichment, claims for compensation of loss, disputes on validity, interpretation and termination of the contract, shall be presented by the parties to the contract to domestic courts of the Slovak Republic for their resolving.

3. In the event that the Supplier is a person established under a law other than the law of the Slovak Republic, the contracting parties in accordance with Article 25 of Regulation (EU) no. Regulation (EC) No 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (recast) agreed that all disputes or claims arising out of or in connection with the contract, including disputes as to validity, , the termination and existence of this contract shall be submitted for decision to the District Court Bratislava I, with its registered office at Záhradnícka ul. no. 10, Bratislava, Slovak Republic at first instance and the Regional Court in Bratislava, with its registered office at Záhradnícka ul. no. 10, Bratislava Slovak Republic or the Supreme Court of the Slovak Republic, with its registered office at Župné námestie no. 13, Bratislava, Slovak Republic in the next stages.

4. The parties to the contract have agreed that the provisions of the UN Convention on contracts for the International Sale of Goods shall not apply to relationships arising from the contract or in connection therewith.

**Art. XVIII****Duration and Termination of the Contract**

1. The contractual relationship established by the Contract may be terminated by written agreement of the parties, by notice made pursuant to paragraph 2. or by withdrawal from the Contract pursuant to paragraph 3. or 4. The parties have agreed that the Contract is also terminated upon termination of contract between the Customer and its customer on purchase and sale of the commodity, which also represents object of sale under the Contract.

2. Each party to the Contract may terminate the CoA by notice provably served to the other party. The notice period is three months and commences on the first day of the calendar month following after the proved service of written notice of the other party on termination and elapses on the last day of the corresponding calendar month, otherwise it is invalid. For the avoidance of doubt, the possibility of termination applies only to the termination of the CoA, in accordance with the previous sentences of this point, the individual purchase contract, which is binding on the parties, cannot be terminated. The termination of CoA does not affect the rights and obligations of the parties arising from the individual purchase contracts already concluded.

3. The Customer has right to withdraw from the individual purchase contract in case of substantive breach of the Contract, which means:

- a) in case the Supplier is in delay with delivery of the commodity for more than five calendar days, provided that the Supplier fails to remedy the breach even within additional period provided by the Customer of at least seven days after receiving of notice from the Customer in this respect,
- b) in case the Supplier fails to fulfil any of its obligations under these GCT or under the Contract and fails to remedy their non-performance even within additional period provided by the Customer in its notice given in this respect (the Customer shall be entitled to deliver such notice also by an e-mail message concerning the notice in this respect),
- c) in case the Supplier falls into liquidation or in case bankruptcy is declared in accordance with the applicable legislation over its assets or in case restructuring is permitted or in case of occurrence of actual risk of bankruptcy over its assets or in case of occurrence of justified risk of restructuring, even in case of existence of statutory requirements for commencement of bankruptcy proceeding or for commencement of proceeding on permitting of restructuring according to the applicable legislation or in case other similar proceeding with respect to its assets is commenced.

4. Withdrawal from the contract must be made in writing, it must be served to the other Party to the contract and must indicate particular grounds for withdrawal, otherwise it is invalid. Effects of withdrawal occur on the day of serving of the written declaration of withdrawal to the other Party to the contract. Upon withdrawal, the contract is not terminated from the beginning, but it becomes effective upon the date of service to the other Party to the contract. Consequences of withdrawal from the contract shall be governed by applicable provisions of the Commercial Code.

5. Should the Customer be entitled to withdraw from the individual purchase contract, the Customer shall be also entitled to withdraw from any other contract concluded by and between the Customer and the Supplier.

**Art. XIX****Final Provisions**

1. The Contract including these GCT represent the entire agreement between the parties with respect to transactions anticipated in the Contract and relationships established by the Contract.

2. In case any of the provisions of the Contract or of these GCT are entirely or partially invalid or ineffective or in case they become invalid or ineffective in the future, it shall not affect validity and effectiveness of their other provisions. Instead of the invalid or ineffective provisions, the legal regulation which, provided that it is legally permitted, most closely resembles the meaning and purpose of the Contract and of these GCT, shall apply, provided that the parties to the contract took that issue into consideration upon entering into the Contract.

3. The GCT represent part of each framework or other sales contract regarding the commodity between INTERAGROS, a.s. as the Customer and its contractual partner as the Supplier, in the version in which they are published at the website of INTERAGROS, a. s. - [www.interagros.sk](http://www.interagros.sk) up to the date of the execution of the respective contract.

4. The company INTERAGROS, a. s. has right to unilaterally amend the wording of these GCT; any such amendment is effective towards the other Party to the contract and becomes part of the contract from the day of its publishing at the website of INTERAGROS, a. s. - [www.interagros.sk](http://www.interagros.sk)

5. The Supplier acknowledges that for the purpose of performance of the contract it provided or plans to provide to the Customer personal data of its executives, employees or of other natural persons (hereinafter as the "data subject"). The Supplier shall and acknowledges by signing of the contract that it informed all concerned persons whose personal data were provided or are planned to be provided to the Customer on the possibility of providing of their personal data to the Customer, as well as on the terms of personal data processing by the Customer in accordance with Article 14 (1) to (4) of the 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, and repealing Directive 95/46/EC. The Customer shall provide necessary cooperation to the Supplier upon its request.

6. The following documents represent integral part of these GCT:

- a) Annex No. 1, form of the Accompanying Certificate;
- b) Annex No. 2, form of Self declaration / Self assessment / Samohodnotenie;
- c) Annex No. 3, list of deliveries and product declaration;
- d) Annex No. 4, example of Information for Post-Harvest Treatment;
- e) Annex No. 5, form of the Commodity Transfer Certificate.

These GCT become valid and effective on 06.08.2021