General Terms and Conditions of the ENVIEN GROUP

Special Part A

Purchase of Corn, Rapeseed and similar agri-commodities

Article I
Introductory Provisions

1. This Special Part "A" of the GTC regulates the contractual relationships of the company EG as the buyer (hereinafter referred to as the "**customer**") and its business partners as the sellers (hereinafter referred to as the "**supplier**") when purchasing a commodity on the basis of contracts of sale concluded between the customer and the supplier (hereinafter referred to as the "contract"). The term "parties" is the collective designation of the customer and the supplier who have entered into a legal relationship under the contract; in the singular, "party" means any party to such contract.
2. A commodity is a raw material supplied by the supplier, who may also be its grower, namely rapeseed rape (hereinafter referred to as the "rapeseed") or corn grain (hereinafter referred to as the "corn") or sorghum or similar agri-commodity, which the customer buys for further processing; the type of the commodity is specified in the contract and its further specification, including qualitative parameters, is contained in these GTC.

Article II
Specification of the Quality of the Commodity and the Obligations of the Supplier in relation to the Commodity

1. The supplier undertakes to deliver the commodity according to the contract and in the quality according to the quality specification of the given commodity under para. 2 or 3 of this Article (hereinafter referred to as the "quality specification").
2. **Obligations of the supplier in relation to the commodity**

2.1 The supplier is obliged to:

a) enable the customer to inspect the commodity during the growing and storage period;
b) allow the customer to take control samples of the commodity for the purpose of performing a control analysis before delivery of the commodity;
c) keep the commodity separate from any other products throughout the period of cultivation, harvesting, transport and storage;
d) keep records of the cleaning, drying or any other treatment of the commodity, in particular by chemical means;
e) observe all hygienic measures when handling the commodity in order to ensure prevention of contamination by microorganisms (especially fungi);
f) supply only the commodity that will not contain genetically modified organisms;
g) keep records of the origin, health safety and traceability of the commodity in accordance with the requirements stipulated by applicable European Union food safety legislation;

h) follow good farming practice in accordance with the Regulation of the Government of the Slovak Republic No. 389/2005 Coll. on good farming practice;

i) inform the customer about the use of unauthorised preparations in or in connection with the commodity without undue delay after its discovery, even if the supplier is not also a grower of the supplied commodity;

j) ensure that the origin of the commodity is documented and verifiable (from the seed, from which the commodity was grown, up to the transfer of the ownership right from the supplier to the customer);

k) supply only such commodity that meets the limits and requirements of Government Regulation of the Slovak Republic No. 438/2006 Coll. on undesirable substances in feed and on other indicators of feed safety and usability, as amended (mycotoxins, heavy metals, pesticide residues, and others);

l) if the commodity is corn, to supply corn that has not been treated during cultivation, harvesting, processing, or storage with preservatives based on organic acids (e.g. lactic acid, propionic acid, succinic acid, acetic acid, and others).

2.2 When storing the commodity, the supplier is obliged to:

a) store the commodity in accordance with legal regulations and technical standards of the Slovak Republic and the European Union so as not to damage, deteriorate, destroy or endanger its quality;

b) ensure the clean and good condition of the facilities and buildings in which the commodity is stored;

c) have a pest control program in place at the commodity storage site and apply it effectively, as well as have confirmation of the effectiveness of such program;

d) use only authorised pesticides;

e) use toxic baits only in the form of solid blocks and not in any other form (granules, powder, etc.);

f) secure the storage place from rodents, birds and other animals, in particular by closing doors, installing nets on ventilation equipment, and obturating any other openings and cracks.

2.3 The supplier undertakes to keep and maintain proper records demonstrating compliance with the procedures set out in para. 2.1 and 2.2 and to submit these records to the customer upon request. The records referred to in the previous sentence shall be, in particular, records showing that the cultivation, storage and other handling procedures meet the customer's requirements and the relevant standards and records of the filling of individual storage sites so as to maintain the traceability of the commodity origin.

Article III

Basic Business Conditions for the Delivery of the Commodity

1. Quantity of the commodity

1.1 The supplier is obliged to deliver the commodity to the customer in the agreed quantity according to the contract with regard to the agreed deviation.

1.2 In the event that the supplier delivers to the customer the commodity in excess of the quantity specified in para. 1.1 and the customer does not refuse and accepts such delivery, the parties have agreed that the delivery of such commodity (exceeding the quantity specified in para. 1.1) will be subject to the contractual arrangements.

2. Delivery time and place of delivery

2.1 Individual deliveries of the commodity shall be made on the basis of schedules submitted by the customer to the supplier and mutually agreed by means of electronic communication (hereinafter referred to as the "delivery schedules"). The mutually agreed delivery schedule shall be binding on the parties and the supplier undertakes to make deliveries of the commodity in accordance with the delivery schedule, i.e. to deliver the commodity to the customer at the agreed time and in the agreed quantity according to the delivery schedule.

2.2 The place of delivery is the contractual warehouse of the customer, unless agreed otherwise; the transport of the commodity will be provided in accordance with the Incoterms® 2020 delivery clauses.

2.3 Should the supplier fail to deliver the commodity in accordance with the delivery schedule, the customer is entitled to refuse and not to accept the delivery. In such case, all costs related to the transport of the commodity and the return of the commodity to the supplier shall be borne by the supplier.

2.4 The delivery parity agreed in the contract (or in the partial contract - confirmed order) can be changed only by a written amendment to the contract or a written change of the order. The customer or the supplier is reasonably entitled to reimbursement of the costs of transporting the commodity in terms of the change in parity.

Special provisions concerning the place of delivery of the commodity at the customer's premises in Leopoldov

2.5 Should the place of delivery of the commodity be agreed in the contract as the customer's contractual warehouse in Leopoldov, logistics and transport management, including the weighing system, shall take place in the customer's electronic time slot management system (TSM) in accordance with the following provisions of para. 2.6 to 2.10 of this Article.

2.6 Should the supplier provide the transport of the commodity himself (or through a third party - a freight forwarder), he is obliged to immediately register in the customer's electronic TSM system by entering his e-mail address referred to in the contract. The planning of individual deliveries of the commodity shall take place in the electronic TSM system by selecting free time slots for the delivery of the commodity.

2.7 Each individual delivery of the commodity is assigned its own unique identification number in the TSM system, the so-called TSM ID code (hereinafter referred to as "TSM ID"). The supplier or his freight forwarder is obliged to identify with using the TSM ID when delivering the commodity to the customer's premises in Leopoldov.

2.8 Individual deliveries of the commodity will be made on the basis of the time slot confirmed. After selecting the time slot, the customer will receive a notification e-mail, which will contain the TSM ID, the agreed day and time of delivery, place of unloading, freight forwarder identification, commodity

type, commodity quantity, and the vehicle type. The time slot thus confirmed shall be binding on the parties, and the supplier undertakes to make deliveries of the commodity in accordance with the time slot confirmed, i.e. to deliver the commodity to the customer at the agreed time and in the agreed quantity according to the time slot confirmed.

2.8 The supplier acknowledges that, without proper login and registration in the TSM system as well as without identification through the specific TSM ID at the entrance to the customer's premises in Leopoldov, the customer is entitled to refuse and not to accept the delivery of the commodity. In such case, all costs related to the transport of the commodity and the return of the commodity to the supplier (*inter alia*, for example, the so-called demurrage charges) shall be borne by the supplier. The commodity shall not be considered delivered in a proper and timely manner.

2.9 The place of delivery is the customer's warehouse on Trnavská cesta in Leopoldov, specified in more detail by the place of unloading referred to in the time slot confirmed; the transport of the commodity will be provided in accordance with the Incoterms® 2020 delivery clauses.

3. Delivery transport

3.1 Should the transport of the commodity be provided by the customer, the supplier undertakes to inspect:

a) the identification data of the presented vehicle (hereinafter referred to as the "vehicle") and the identity of the driver of such vehicle in order to verify his authorisation to provide the transport of the commodity for the customer;

b) the cargo space for the commodity in order to verify that there is no other commodity or other products;

c) the cleanliness of the vehicle, the method of ensuring the impossibility of deterioration of the commodity during its transport to the place of delivery, in particular whether the vehicle has not transported toxic or dangerous material, industrial fertilizers, etc.;

d) proper covering of the transported commodity with a tarpaulin in the case of the use of a lorry, trailer or semi-trailer;

e) the vehicle sealing to avoid losses during transport;

f) the weight of the laden vehicle so that it does not exceed the maximum permissible mass in accordance with the legislation in force at the place of loading the commodity, during transport, up to the place of unloading the commodity. The supplier is obliged to make a record in the delivery note on the facts according to letters c) and d). Should any deficiencies be found during the inspection, the supplier undertakes to inform the customer of such deficiencies before loading the commodity on the vehicle, and in case of finding a lack of security of the commodity during transport and covering it with the tarpaulin, the supplier is obliged to inform the customer immediately after finding out about this deficiency and to follow his instructions. The supplier is not entitled to load the commodity onto such vehicle in relation to which he has found deficiencies, nor is he entitled to dispatch the commodity for transport without the consent of the customer if he has found deficiencies in its security. Should the supplier fail to notify the customer of the deficiencies, the supplier shall be liable for the defects of the commodity in accordance with para. 6, second sentence.

3.2 Should the transport of the commodity be provided by the supplier, the supplier undertakes to:

a) use, for transport, a vehicle suitable for the transport of bulk agricultural commodities; he may

not use a vehicle which has transported toxic or dangerous material, industrial fertilizers, etc.;

b) ensure that all vehicles intended for the transport of the commodity are clean, properly secured and ensuring that the commodity cannot be deteriorated during its transport to the place of unloading;

c) transport the commodity separately from any other products;

d) keep records of documents proving the type of the goods that were transported by the vehicle and records of cleaning the vehicle and submit them to the customer upon request;

e) transport, in the vehicle, such a quantity of the commodity that the weight of the laden vehicle does not exceed the maximum permissible mass in accordance with the legislation in force at the place of loading the commodity, during transport, up to the place of unloading the commodity;

f) ensure that the vehicle is regularly cleaned and disinfected and that no residues and odours from previous loading remained in transport containers or tank semi-trailers; entries of vehicle cleaning and disinfection must be made in the vehicle logbook;

g) ensure that the vehicle driver provides, upon request, records of the transport of the last three bulk deliveries.

4. Delivery acceptance:

4.1 Together with each delivery of the commodity to the customer, the supplier is obliged to deliver to the customer a duly completed delivery note, a template of which forms Annex 1 to these GTC. A duly completed delivery note shall be deemed to be a legible delivery note containing correct, true and complete information in accordance with para. 4.2.

4.2 The delivery note must contain the correct number of the customer's internal order (hereinafter referred to as the "order"), which the customer notified to the supplier after signing the contract, records according to para. 3.1 letters c) and d), fully and correctly completed part "Sustainability" (when entering the value of GHG emissions, the own calculation or NUTS2 values must be used), the type of the commodity, the weight data (net, tare, gross), and the license plate numbers of both the tractor and the semi-trailer.

4.3 In the event that the duly completed delivery note is not delivered together with the delivery, the customer is entitled to refuse and not to accept the delivery of the commodity. In such case, all costs related to the transport of the commodity and the return of the commodity to the supplier (*inter alia*, for example, the so-called demurrage charges) shall be borne by the supplier.

4.4 The customer or the customer's contractual partner shall confirm in writing the acceptance of the delivered commodity on the delivery note.

5. Ownership

5.1 The supplier undertakes to ensure that the commodity is in his sole ownership at the time of the transfer of the ownership right to the customer and is not encumbered by the rights of a third party.

5.2 Ownership of the commodity shall pass from the supplier to the customer at the time of unloading at the place of delivery.

5.3 The parties have also agreed that in the case of delivery of the commodity intended for post-harvest treatment, ownership of the commodity will pass from the supplier to the customer at the moment of proper provision of the agreed services pursuant to Article VII.

6. Liability for defects

The supplier is liable for defects in the commodity at the moment when the risk of damage to the

commodity passes to the customer (depending on the delivery condition agreed for a specific delivery of the commodity). Should the customer find out, during weighing or after unloading the commodity at the place of unloading, that the commodity has defects, it is considered that the commodity had defects at the time of its loading onto the vehicle.

Article IV
Purchase Price and Payment Conditions

1. For the calculation of the total purchase price of the commodity, the determining weight of the commodity shall be determined on an officially verified weight at the place of unloading of the commodity adjusted in accordance with these GTC and the quality determined by the customer or the customer's contractual partner.
2. The purchase price shall include the supplier's costs associated with loading the commodity onto the vehicle transporting the commodity to the place of unloading and, if the transport of the commodity to the place of unloading is provided by the supplier, i.e. if the place of unloading is also the place of delivery, the cost of transporting the commodity to the place of unloading.
3. The purchase price will not include the applicable value added tax, which will be determined in accordance with the relevant legal regulations.
4. The supplier is entitled to the payment of the purchase price if the following conditions are met:
   a) the supplier has duly delivered the commodity (fulfilled) according to the contract to the agreed place of delivery, for the commodity delivered according to the delivery note confirmed by the customer or the customer's contractual partner;
   b) the supplier has delivered to the customer a truthfully, correctly and completely completed delivery note according to Article II para. 4.1 and 4.2;
   c) the supplier has delivered to the customer, no later than together with the first invoice for the delivered commodity, a truthfully and completely filled in agronomic card, the template of which forms Annex 3 to these GTC; the supplier is obliged to deliver the agronomic card to the customer only if its presentation is requested by the customer; and
   d) the weight of the delivered commodity has been determined by the method according to the Contract
5. The customer undertakes to pay the supplier the purchase price after the right to its payment arises within the period under the contract, which begins to run from the date of delivery of the invoice to the supplier. If the due date of the invoice is not specified in the contract, the invoice shall be due within 45 days from the date of its delivery to the customer.
6. The supplier is obliged to issue the invoice on the basis of documents for billing delivered by the customer. The supplier shall issue one summary invoice for the entire billing period. The billing period shall usually be a calendar week (Monday to Sunday inclusive), but if the calendar week is not in the same calendar month, the billing period shall be the part of the calendar week that begins and ends in the same calendar month. The documents for billing shall be prepared by the customer and delivered to the supplier:
   a) on the Tuesday following the end of the billing period outside the harvest period;
   b) on the Thursday following the end of the billing period in the harvest period.

   The rapeseed harvest period is from 15 June to 31 August and the corn harvest period is from 15

September to 30 November.

7. The documents for billing prepared by the customer shall contain an overview of deliveries with the customer's internal order number, weight of individual deliveries, basic quality parameters in relation to each delivery, unit price of individual deliveries, price or weight deductions made, and the total purchase price of the received commodity after deductions.
8. The supplier undertakes to issue the invoice exclusively on the basis of the documents for billing delivered by the customer and in accordance with legal regulations.
9. Should the supplier violate his obligation to issue and deliver the invoice to the supplier in accordance with para. 8, he undertakes to pay the customer a contractual penalty of 100.00 EUR for each invoice issued and delivered in violation of these requirements.
10. The day of payment of the invoice shall be considered to be the day of debiting the amount due from the customer's bank account.
11. Should the customer be in delay in payment of the invoice, the parties have agreed on interest on late payment of 0.02% of the amount due for each day of delay.

Article V
Control of Quantity and Quality and Making Claims arising from Commodity Defects

1. The supplier is obliged to deliver the commodity in the quantity and quality according to the contract and these GTC. If the delivery of the commodity is not in accordance with the contract or these GTC, the commodity has defects.
2. Prior to unloading the commodity at the place of unloading, the customer (himself or through his contractual partner) undertakes to inspect the quality parameters of the commodity in order to detect commodity defects such as moisture above the required limit and unsatisfactory organoleptic properties, increased content of impurities, harmful weeds and mycotoxins causing its unusability or using at a higher cost to the customer. should the commodity have defects according to the previous sentence, the customer is entitled to refuse and not to accept such a delivery of the commodity; this shall not apply if the delivery of the commodity intended for post-harvest treatment has been agreed according to the delivery schedule.
3. In case of finding unsatisfactory quality parameters during the inspection of the commodity according to para. 2, the customer undertakes to notify the supplier of such fact before refusing the delivery, while the supplier is entitled to inspect the quality parameters of the commodity at the place of unloading. The parties have agreed that if:
   a) the supplier agrees to the customer's opinion on the quality of the commodity before unloading and there is no agreement between the parties on the amount of discount on the purchase price of the commodity delivery due to non-compliance with the quality requirements, the customer has the right to refuse the delivery;
   b) the supplier agrees to the customer's opinion on the quality of the commodity before unloading, the commodity is usable for the customer and the parties have agreed on a price discount or on determining the weight of the delivery for calculating the purchase price, the customer shall accept the delivery;
   c) the supplier does not agree to the customer's opinion on the quality of the commodity before unloading and no agreement is reached between the parties on the quality of the commodity no later than 24 hours after notification of the customer's opinion, the customer shall take a

sample of the commodity from the delivery in the presence of the supplier's representative which will be used for an analysis of qualitative parameters or divided and used for the analysis in the same way as the archival sample according to para. 9; upon taking the sample and performing the analysis thereof, the delivery shall not be considered as accepted.

4. Upon acceptance of the delivery, the customer undertakes to take two samples from the delivery - one archive sample and one sample intended for a laboratory analysis. The customer undertakes to properly mark both samples and store the archival sample for a period of 14 days from the date of delivery of the commodity. The supplier acknowledges that he has been informed about the method of storage of such sample and has no objections to it. The minimum weight of the archive sample shall be 1 kilogram.
5. The customer undertakes to take samples according to Article II para. 2.2 or 3.2. The customer undertakes to use the test methods specified in Article II para. 2.3 or 3.3 for individual analyses.
6. As part of the analysis of samples, the customer is also entitled to inspect the oil content in the rapeseed and the starch content in corn. The customer undertakes to notify the supplier of the result of the analyses performed as part of billing pursuant to Article IV para. 7.
7. If the quality parameters of the delivered commodity do not meet the required criteria according to the quality specification referred to in Article II, the customer is entitled to make a weight deduction or price deduction according to Article II, thereby reducing the purchase price of the commodity delivered in the manner specified therein.
8. In the event that the delivery of the commodity intended for post-harvest treatment has not been agreed according to the delivery schedule and the commodity has other defects than the increased content of impurities or moisture according to Article II, the customer is entitled to notify the supplier of these defects no later than 10 days from the date of finding the defects and to claim from the supplier a reasonable discount on the purchase price. In the event of a written complaint, the customer is entitled to demand a reasonable discount on the purchase price as well as to make a possible claim for compensation for any damage incurred as a result of the delivery of the defective commodity. The parties have agreed that the arrangement under this paragraph shall be without prejudice to the other claims of the customer arising from defects of the commodity under the relevant legal regulations. The customer undertakes to accompany the written complaint by a document proving the results of the quality analysis.
9. If the supplier does not agree with the customer's opinion on the quality of the delivered commodity according to para. 7 or 8, he is obliged to notify the customer thereof in writing within 3 days of receiving the quality results with the exact specification of the claimed delivery. If no agreement is reached between the parties on the quality of the delivered commodity within 10 days from the delivery of the written notice according to the previous sentence, the customer shall divide the archival sample taken according to para. 4 into four parts, one part of the archival sample being handed over by the customer to the supplier, two parts being intended for the customer and one part being sent by the customer to an accredited laboratory for testing. The accredited laboratory is:
   - for the analysis of an archival sample of rapeseed and corn - the company Mertcontrol s.r.o., with its registered office at Dunajské nábrežie 1164/10, Komárno 945 01, Slovakia, company ID (IČO): 53 382 17052;

   Should the supplier refuse to participate in the division of the archival sample or should he fail to be

present at its division on the agreed date, the customer is entitled to divide the archival sample without the presence of the supplier, in which case the customer undertakes to draw up a protocol thereof.

10. The results obtained by the accredited laboratory within the reproducibility of the specific method shall be binding on the parties. The costs of the analysis of the sample in the accredited laboratory shall be borne by the party whose assertion has not been confirmed by the analysis; this shall not apply if it is the analysis of a sample of the commodity not yet unloaded according to para 3. letter c) - the costs of such analysis shall be borne by the supplier.
11. Should, in the repeated analysis of the sample of the unloaded commodity or its analysis performed by the accredited laboratory, defects according to para. 2, first sentence, be found, the supplier shall bear all costs associated with inspecting the commodity before unloading at the place of unloading, including any downtime costs incurred due to waiting for the supplier's opinion and the cost of the results of the analyses performed.

Article VI
Sustainability

1. Given that the customer holds certificates proving compliance with sustainability criteria, it is necessary that the supplier also meets the sustainability criteria.
2. The supplier who is the grower of the commodity undertakes to:
   a) be audited for compliance with the sustainability conditions by the customer, the auditors of the certification bodies or the ISCC auditors at any time during the term of the contract as well as within 5 years after its termination (para. 5);
   b) supply exclusively the commodity from his own agricultural production.
3. As part of the audit of the supplier who is the grower of the commodity, the supplier undertakes to submit in particular the following documents proving the fulfilment of the requirements of the sustainability system:
   a) a complete list of plots of land on which the supplier grows the commodity;
   b) an application for a subsidy submitted to the Agricultural Paying Agency in 2007, containing the application number and the list of plots of land indicated in the application together with their acreage;
   c) an application for a subsidy submitted to the Agricultural Paying Agency in the year of the audit, containing the application number and the list of plots of land indicated in the application together with their acreage;
   d) a list of protected areas in which the supplier grows the commodity, indicating the requirements for their protection;
   e) orthophotomaps in relation to all plots of land referred to in letter a) or other documents proving that in the period from 1 January 2008 there was no change in the use of these plots of land;
   f) a statement by the supplier that he agrees to the audit;
   g) the contract with the customer, all delivery notes and weighing slips, or other documents proving the delivery of the commodity.

4. The supplier who is not the grower of the commodity undertakes to have a valid certificate of compliance with the sustainability criteria at the time of delivery of the commodity to be identical to the certification system specified in the conclusion of the contract and to ensure that, at the time of delivery of the commodity, this certificate is published on http://www.iscc-system.org, http://www.redcert.org, http://www.shmu.sk or any other equally trusted website.
5. The supplier undertakes to archive all documents necessary to prove compliance with the requirements arising from sustainability systems for at least 5 years after the termination of the contract.
6. If the supplier does not intend to continue maintaining his ISCC system or other accepted sustainability system and the certificate expires during the term of the contract, he is obliged to inform the customer about such fact in a timely manner, however no later than 2 weeks before the expiry of such certificate. This information obligation of the supplier shall also apply if the ISCC certificate is revoked or the validity of the certificate is not extended to the supplier during the performance of the contract as a result of an ISCC audit or any other accepted system of sustainability, in which case the supplier is obliged to immediately notify the customer of such fact. Should the supplier fail to notify the customer of such fact in a proper and timely manner, the customer is entitled to compensation for any damage / all costs incurred by the customer due to concealment or failure of the supplier to notify the customer of such fact as well as to a contractual penalty of 1,000.00 EUR for each contract with the supplier affected by the breach of this notification obligation.

Article VII
Delivery of the Commodity intended for Post-harvest Treatment and Agreed Services

1. Conditions for delivery of the commodity (corn, rapeseed) intended for post-harvest treatment

1.1 In the event that, according to the delivery schedule, the supplier is to deliver the commodity intended for post-harvest treatment, the supplier shall be deemed to have requested the customer to provide cleaning and drying services within the scope specified in the Contract, and the customer undertakes to provide these services to the supplier (hereinafter referred to as the “agreed services”).

Article VIII
Compensation for Damage

1. The supplier shall be liable for all damage incurred by the customer as a result of the supplier’s breach of obligations arising from the Contract, these GTC, or legal regulations, in particular as a result of delayed, defective, or incomplete performance.
2. The supplier shall compensate the customer for actual damage, loss of profit, as well as all costs incurred by the customer in connection with the remediation of the consequences of the supplier’s breach of obligations (e.g., costs of substitute purchase, storage, handling, disposal of defective commodity, laboratory analyses, legal services, etc.).

Substitution Purchase

3. Should the supplier fail to deliver the commodity in a proper and timely manner, the customer is entitled to purchase the commodity from a third party, in which case the customer is entitled to demand compensation from the supplier for any damage caused by the acquisition of the commodity from a third party; the parties have agreed that the amount of such damage will be equal to the positive difference between the purchase price at which the customer has demonstrably purchased the commodity from a third party and the purchase price of the commodity under the contract. The supplier undertakes to compensate the customer for such damage in the amount of the difference according to the previous sentence. The customer is entitled to proceed according to the first sentence even if the non-fulfilment or delay of the supplier is caused by an obstacle that occurred independently of the will of the supplier and prevents him from fulfilling his obligation.

Compensation for Damage if Corn Has Been Treated with Organic Acid-Based Preservatives

4. If the supplier fails to sign the Declaration attached to the Contract, or if such Declaration is untrue, or if the supplier otherwise conceals important facts regarding the treatment of corn with organic acids during cultivation, harvesting, processing, or storage, and damage is caused to the customer or to a third party (a production plant to which the customer supplies the commodity), the supplier undertakes to compensate such damage in full. Compensation for damage includes, among others, reimbursement of all costs incurred by the customer in connection with the remediation of the consequences of the defective delivery of corn, including costs of disposal or neutralisation of the corn, reimbursement of lost profit caused by interruption or limitation of production at the production plant, reimbursement of all third-party claims arising for the customer or the production plant in direct or indirect connection with the supplier's breach of obligations, as well as reimbursement of all demonstrable costs of legal representation and of any judicial or administrative proceedings conducted against the customer or the production plant in this connection. The supplier's obligation to indemnify the customer and/or any third party shall remain in force regardless of the termination or expiry of the Contract.

Article IX
Obligations related to the Database of the Union for Biofuels and Bioliquids

1. The customer declares that he uses the supplied commodity for the production of biofuel. Pursuant to the Directive (EU) 2018/2001 – RED III, the aim of which is to ensure the traceability of liquid and gaseous biofuels that can be counted in the share of renewable energy in the transport sector in any EU member state (hereinafter referred to as the "RED III Directive"), the supplier with a sustainability certificate (e.g. ISCC, Redcert, SHMU) will be obliged to register each individual supply of the commodity delivered to the customer in the UDB, the so-called Database of the Union for Biofuels and Bioliquids in accordance with the requirements of the voluntary scheme and other generally binding regulations governing the conditions for the use of UDB.
2. In the event that the supplier does not fulfill his obligation according to the previous paragraph after the date on which the provision of this obligation enters into force and does not register the individual

delivery of the commodity delivered to the customer in the UDB, the customer will be entitled to rightfully reject such individual unregistered delivery of the commodity, not accept it and return it back to the supplier at the supplier's expense. At the same time, the customer is entitled to claim possible damages, including lost profit, which occurs to the customer due to the justified refusal to accept such commodity (costs for handling, storage, etc.). In order to eliminate further damage, the customer is also entitled to buy the commodity from a third party, whereas the customer is entitled to demand compensation from the supplier for the damage caused by the procurement of the commodity from a third party. In that case, the amount of damage is equal to the positive difference between the purchase price for which the customer provably buys the commodity from a third party and the purchase price for the commodity according to this contract.

Article X
Annexes

The following annexes form an integral part of these GTC:

a) Annex 1 containing a delivery note template
b) Annex 2 containing a self-declaration / self-assessment form template

In Leopoldov, 1.1.2026

ENVIEN GROUP member companies:
ENVIRAL, a.s.
MEROCO, a.s.
Poľnoservis, a.s.
ENAGRO, a.s
BPS Hubice, s. r. o.

ENVIEN GROUP

Dodací list (delivery dokumet)

		Číslo dodacieho listu (No. of delivery dok.)	
Dodávateľ (Seller): IČO: DIČ/IČ DPH:		**Odberateľ (Buyer):** IČO: DIČ/IČ DPH:	**ENAGRO, a.s** Trnavská cesta 920 41 Leopoldov, Slovakia 43 814 808 2022485641/SK 2022485641
Kontakt (name):		**Kontakt** (name):	
Telef. číslo (phone no.):		**Telef. číslo** (phone no.):	
DÁTUM DODANIA: (Date of Delivery):		**Číslo objednávky:** (Order no.):	
Miesto dodania: (place of delivery):		**Číslo zmluvy:** (Contract no.):	

Položky dodacieho listu (items of the delivery dokument):

Popis (Description)	**Množstvo** (Ammount)
Súhrnné množstvo: (Total ammount)	**0**

Poznámka (note):

INFORMÁCIE Trvalej udržateľnosti (SUSTAINABLE INFORMATIONS):

Názov certifikačného systému (name of certification scheme)	
Číslo certifikátu (certificate no.)	
Jedinečné číslo dodávky (unique delivery no.)	
Krajina pôvodu (country of origin)	
Rok žatvy (year of harvest)	
GHG emisie (GHG emissions)	
Spôsob prepravy (transport)	
Vzdialenosť v km (transporting distance)	

Vystavil (Issued by):		**ŠPZ** (plate no.)		**Prevzal** (Recieved by):	
Pečiatka, podpis: (Stample, signature)		**Meno a priezvisko vodiča** (first name and surname of driver) **Podpis vodiča** (signature of driver)		**Pečiatka, podpis:** (Stample, signature)	

ENVIEN GROUP

ISCC International Sustainability & Carbon Certification

ISCC EU čestné vyhlásenie / Samohodnotenie — Farma/Plantáž EU (Cross Compliance)

Meno pestovateľa	
Obchodný názov farmy	
Ulica	
PSČ, poloha, krajina	
Plodiny	
Celková veľkosť farmy	
Geografické súradnice farmy, vrátane prenajatých fariem (nepovinné údaje)	
Región na úrovni NUTS II (ak existuje)	

Označte prosím príslušné políčko:

Č.	Požadované písomné podklady a informácie	Potvrdené	
		Áno	Nie
1	Podklady sú k dispozícii za účelom preukázania dodržiavania požiadaviek* ISCC vrátane máp všetkých rolí, ich veľkosti, zákonného práva vykonávať poľnohospodársku činnosť, zmluvných dojednaní so subdodávateľmi a počiatočnými zbernými strediskami, dodacích listov/vážnych lístkov pre počiatočné zberné strediská.		
2	Potvrdzujete, že od 1.1.2008 nedošlo k žiadnej premene pôdy (všetkej pôdy vlastnej a prenajatej?		
3	Potvrdzujete, že od 1.1.2008 žiadna pôda s vysokou hodnotou biodiverzity, vysokým obsahom uhlíka alebo rašelinisková pôda nebola premenená na poľnohospodársku pôdu?		
4	Stav zodpovedajúci krížovému plneniu (Cross Comliance - CC) môže byť preukázaný poľnohospodárom prostredníctvom relevantnej dokumentácie (napr. kópie formuláru žiadosti na krížové plnenie). V prípade, že táto požiadavka sa nesplňuje, musí byť uplatnené predmetné čestné vyhlásenie/samohodnotenie podľa kritérií ISCC EÚ.		

Označte prosím príslušné políčko:

☐ Pre úradné hlásenie emisií skleníkových plynov sa používa aktuálna prednastavená hodnota.

☐ Pre úradné hlásenie emisií skleníkových plynov sa používa skutočný výpočet.

Týmto potvrdzujem, že sa plnia všetky právne záväzné povinnosti a že moja prevádzková činnosť na všetkej vlastnej a prenajatej pôde sa zhoduje s požiadavkami*. Okrem toho akceptujem, že audítori z certifikačných orgánov alebo ISCC môžu overovať dodržiavanie požiadaviek ISCC* v mojich prevádzkových priestoroch.

Evidencia / skutkový stav v zmysle vyššie uvedených požiadaviek sú ľahko dostupné a môžu byť preukázané v priebehu auditu a na požiadanie. **V prípade, ak sa ukáže, že požiadavky sa neplnia (napr. písomné podklady nie sú k dispozícii alebo nie sú úplné), je povinné vyplniť navyše samostatný zoznam nezhôd a definovať nápravné opatrenia**.

Miesto, Dátum: _____ **Podpis (pestovateľ):** _____

* Požiadavky a systémové dokumenty ISCC sú k dispozícii na internetových stránkach organizácie ISCC (www.iscc-system.org).

Autorské právo ISCC System GmbH