General Terms and Conditions of the ENVIEN GROUP

Special Part B

Sale of Byproducts (DDGS, Rapeseed Meal, Glycerine, Lecithin Sludge and Other Byproducts)

Article I
Introductory Provisions

1. This Special Part B of the GTC regulates the contractual relations between the EG Company as the seller (hereinafter referred to as the "**Seller**") and its Business Partners as buyers (the hereinafter referred to as the "**Buyer**") in the sale of DDGS, rapeseed meal, glycerine and lecithin sludge and other byproducts under paragraph 2 of this Article of the GTC under purchase contracts concluded between the Seller and the Buyer (hereinafter referred to as the "**Contract**").
2. The subject-matter of these purchase Contracts is the sale of:
   a) DDGS – dried corn pulp obtained as a secondary product of corn processing, produced by drying and pelleting. They are intended as dried animal feed or for technical purposes.
   b) Rapeseed meal – a secondary product from the production of crude oil, which is obtained by subsequent extraction of rapeseed after pressing. It is used as a feed material for the preparation of compound feed for all livestock or for technical purposes.
   c) Glycerine – a liquid that is formed as a secondary product in the production of biodiesel (fatty acid methyl ester), obtained by transesterification of fatty acid triglycerides. It is used as a feed material, in a biogas plant for biogas production, in the chemical, food, pharmaceutical and construction industries.
   d) Lecithin sludge – a secondary product that is formed in the process of degumming crude oils, used for the purposes in biogas plants.
   e) Corn syrup – a byproduct of the manufacture of spirit, obtained by concentrating the liquid portion of the pulp after separation of the malt, intended for technical purposes.
   f) G-phase – or the "glycerine phase", is a liquid that is formed as a byproduct in the production of biodiesel. It contains mainly glycerine, methanol and fatty acids. All these substances can be further processed and used as feedstock in other sectors.
   g) other byproducts specified in the Contract

   (hereinafter referred to as the "**Byproduct**").

Article II
Definitions

"Parties" mean the joint reference to the Buyer and the Seller who have jointly entered into a legal relationship under the Contract; the "Party" in singular, means any party to the Contract thus concluded.

"Total Purchase Price" means the purchase price for the Byproduct Delivery determined as a multiple of the unit purchase price and the weight of the Byproduct Delivery.
"Total Byproduct Quantity" means the quantity of the Byproduct, the delivery of which is the subject-matter of the commitment between the Seller and the Buyer for the agreed term of the Contract, with a monthly tolerance specified in the Contract at the choice of the Seller.
"Byproduct Delivery" means an individual Byproduct Delivery under the Contract.
"Checkpoint" means a place at the Place of Delivery where the weight of the Byproduct Delivery will be determined, such place being equipped with a road/rail scale complying with the technical standard STN EN 45501 or another technical standard applicable at the Place of Delivery.
"Place of Delivery" means the place where the Byproduct Delivery is to be delivered, as specified in the Contract; most often either the Buyer's contracted warehouse (under the DAP term) or the Seller's contracted warehouse (under the FCA term), or another place specified in the Contract.

Article III
Quality Specification

1. The Seller will supply the Byproduct meeting the quality according to the Contract or according to the quality specification of the given Byproduct provided in the respective annex to the Contract (hereinafter referred to as the "Quality Specification").

Article IV
Basic Terms and Conditions of Byproduct Delivery

Byproduct Quantity

1. The Seller shall deliver to the Buyer the quantity of the Byproduct according to the Contract (with a possible tolerance specified in the Contract).
2. The Parties agree that if the Seller delivers to the Buyer the quantity of Byproduct in excess of the quantity under the Contract and the Buyer accepts such delivery, the delivery of such Byproduct (exceeding the quantity under para. 1 of this Article of the GTC) will be subject to the provisions of the Contract and these GTC.
3. Partial acceptance of Byproduct Deliveries is not permitted.

Delivery Date

4. Individual Byproduct Deliveries will be made in accordance with the terms agreed in the Contract on the basis of mutually agreed dispatch plans by means of electronic communication at DAP parity or on the basis of a confirmed time slot at FCA parity (see Article VI. para. 7 of these GTC).
5. The Seller is entitled to unilaterally change the agreed dispatch schedule or the confirmed time slot, if the Buyer is notified of such change at least 24 hours before the originally agreed date of the Byproduct Delivery.
6. Should the Buyer be in delay with the collection of the Byproduct Delivery against the dispatch schedule or confirmed time slot, the Seller is entitled to a contractual penalty of 10 EUR per one ton of uncollected Byproduct per day of delay against the agreed dispatch schedule or confirmed time slot. The payment of the contractual penalty does not release the Buyer from the obligation to collect the Byproduct Delivery or a part thereof, which the Buyer has not collected in accordance

with the dispatch schedule or the confirmed time slot; this is without prejudice to the Seller's right to full compensation for damage.

7. If the Buyer does not collect the Byproduct Delivery by the deadline under the Contract, the Seller is also entitled to store the Byproduct Delivery at the Buyer's expense, eventually even at a third party, or sell the Byproduct Delivery or any part thereof to a third party, in which case the Buyer shall pay the Seller the positive difference between the price under the Contract and that at which the Seller will sell the uncollected Byproduct Delivery to a third party as well as the Byproduct Delivery storage costs incurred until the date when the Byproduct Delivery or a part thereof was sold to a third party. The Buyer loses the right to have the Byproduct Deliveries or parts thereof, that the Buyer did not collect properly and timely under the Contract, delivered and the Total Byproduct Quantity is reduced by the quantity of the Byproduct corresponding to such uncollected Byproduct Deliveries; this is without prejudice to the Seller's right to full compensation for damage. Should the Buyer be in delay with collecting the Byproduct Delivery on at least two occasions (which do not need to occur simultaneously) during the term of the Contract, the Seller is entitled to withdraw from the Contract.

Place of Delivery

8. Byproduct transport will be provided in accordance with the Incoterms®2020 clause contained in the Contract. Preferably, the Byproduct will be transported either under the Incoterms®2020 FCA or DAP clause, but the agreement of the Parties on another clause is not excluded.
9. If the Place of Delivery is not agreed in the Contract, the Place of Delivery is considered to be the contractual warehouse of the Seller on Trnavská cesta, Leopoldov 920 41, the Slovak republic.

Byproduct Delivery

10. Byproduct Delivery may be transported in a manner and by a type of transport means other than that agreed in the Contract only with the prior written consent of the other Party.

Article V
Additional Sales Arrangements under DAP Incoterms®2020 Delivery Term

1. The provisions of this article of the GTC apply if the Place of Delivery is agreed in the Contract by the Parties as a reference to the Incoterms®2020 DAP + specific Place of Delivery.
2. The Parties agree that the Byproduct may be delivered to the Buyer under DAP, as defined in Incoterms®2020, with further other special arrangements below:
   (a) The Byproduct Delivery is deemed to have been duly delivered to the Buyer at the moment when the Buyer is allowed to dispose of it at the Place of Delivery;
   (b) The ownership of the Byproduct Delivery passes to the Buyer only upon full payment of the Total Purchase Price for the respective Byproduct Delivery;
   (c) The risk of loss of or damage to the Byproduct Delivery passes to the Buyer by its proper delivery.
3. The transport of the Byproduct Deliveries to the Place of Delivery is provided by the Seller at the Seller's expense by agreed means suitable for the transport of the Byproduct. The Seller is entitled to deliver the Byproduct through a third party (a carrier).
4. The Parties agree that for the purposes of calculating the Total Purchase Price, the weight of the Byproduct Delivery determined at the Checkpoint by the Seller or a third party that is the Seller's supplier shall be decisive , and subsequently stated in the delivery note. The weight determined in this way will be deemed decisive for and binding on both Parties. The Buyer shall pay the purchase price only for the quantity actually delivered.

5. The Seller undertakes to issue a separate weighing slip for each Byproduct Delivery. The weighing slip is the basis for issuance of the delivery note. In the event of road transport with delivery outside the Slovak Republic, the Seller will also issue an International Consignment Note (CMR note), which will be signed by the Seller, the Buyer and the carrier. In the case of rail transport with delivery outside the Slovak Republic, the Seller will also issue an International Rail Consignment Note (CIM note), which will be signed by the Seller, the Buyer and the carrier.
6. The Buyer undertakes to confirm the respective delivery note, CIM note or CMR note at the place of unloading of the Byproduct and hand it over to the carrier or the Seller.
7. The Buyer declares that its VAT ID No. provided in the Contract is valid. The Parties agree that the declaration under the previous sentence is deemed to be repeated at any time during the term of the Contract.
8. In the event that at any time during the term of the Contract the Buyer's declaration contained in para. 7 of this Article of the GTC becomes false, incorrect or incomplete (i.e. if the VAT ID No. provided in para. 7 of this Article becomes invalid), the Buyer undertakes to notify the Seller thereof without undue delay after learning of this fact.
9. The Buyer acknowledges that from the moment its VAT ID No. provided in the Contract becomes invalid, the Seller is required to add value added tax to the purchase price of the Byproduct in accordance with the legislation applicable in the Slovak Republic and the Buyer undertakes to pay this tax. The Buyer also undertakes to compensate the Seller for any damage caused as a result of breach of the Buyer's obligation under para. 7 and 8 of this Article of the GTC, including the reimbursement for costs incurred by the Seller in relation to the Buyer's invalid VAT ID No. (in particular the costs of paid fines imposed by the competent tax office, of the services of tax, accounting or other advisors and other costs of correcting the amount of tax paid by the Seller in accordance with legal regulations effective in the Slovak Republic).
10. In the event of breach of its obligation under para. 7 and 8 of this Article of the GTC, the Buyer undertakes to pay the Seller a contractual penalty in the amount equal to the amount of the value added tax under generally binding legal regulations at the time of the Byproduct Delivery, calculated from the Total Purchase Price of the Byproduct delivered at the time when the Buyer was not registered for VAT. The Parties agree that the exercise of the right to the contractual penalty under the Contract is without prejudice to the Buyer's right to full compensation for damage (also damage in excess of the contractual penalty) caused by the Buyer as a result of a breach of the Buyer's obligation that is subject to a contractual penalty.
11. The Seller is not obliged to deliver the Byproduct to the Buyer if the Place of Delivery is in a country other than the country that assigned the VAT ID No. specified in the Contract to the Buyer, unless the Buyer has notified the Seller in advance that the Byproduct Delivery is a tripartite trade in accordance with Article 141 of Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax.
12. Should the Buyer be in delay with the collection of the Byproduct Delivery, i.e. does not collect the Byproduct Delivery according to the dispatch schedule, in addition to other penalties stipulated in these GTC, the Buyer shall also reimburse the Seller for all transport costs of the Byproduct and other costs (e.g. demurrage) incurred by the Seller in relation to the Byproduct Delivery, which the Buyer did not collect in accordance with the dispatch schedule.

Article VI
Additional Sales Arrangements under FCA Incoterms®2020 Delivery Term

1. The provisions of this article of the GTC apply if the Place of Delivery is agreed in the Contract by the Parties as a reference to the Incoterms®2020 FCA + specific Place of Delivery .
2. The Parties agree that the Byproduct may be delivered to the Buyer under FCA as defined in Incoterms®2020, with further special arrangements below:
   (a) The Byproduct Delivery is deemed to have been duly delivered to the Buyer at the moment when the Buyer is allowed to dispose of it at the Place of Delivery;
   (b) The ownership of the Byproduct Delivery passes to the Buyer only upon full payment of the Total Purchase Price for the respective Byproduct Delivery;
   (c) The risk of loss of or damage to the Byproduct Delivery passes to the Buyer by its proper delivery.
3. The Buyer is obliged to ensure the transport of the Byproduct and declares that the transport of the Byproduct is carried out at the Buyer's expense or by the Buyer's own means of transport. The Buyer is entitled to deliver the Byproduct through a third party (a carrier).
4. In case the Place of Delivery is agreed in the Contract as Trnavská cesta, 920 41 Leopoldov, Slovak republic, the Buyer acknowledges that the logistics and transport management, including the weighing system, takes place at the Seller in the electronic time slot management system (hereinafter referred to as the "TSM"). Para 5. til 9. of this article of the GTC govern the rights and obligations of the Parties in relation to TSM.
5. After concluding the Contract, the Buyer shall immediately register in the Seller's electronic TSM system by entering its e-mail address specified in the Contract. Each Byproduct Delivery is scheduled in the electronic TSM system by selecting free time slots for the Byproduct Delivery.
6. The Buyer acknowledges that without registration in the TSM system, the Seller is entitled not to perform the Byproduct Delivery (due to inability of its dispatch from the warehouse) and the Buyer is in delay with the collection of the Byproduct Delivery.
7. Each Byproduct Delivery is assigned its own unique identification number in the TSM system, the so-called TSM ID code (hereinafter referred to as the "TSM ID"). The Buyer, or its carrier, is obliged to identify himself with TSM ID when collecting the Byproduct Delivery from the Seller's premises in Leopoldov.
8. Each Byproduct Delivery will be made based on a confirmed time slot. After selecting the time slot, the Buyer will receive a notification e-mail, which will contain the TSM ID, agreed date and time of dispatch, place of loading, type of commodity, quantity of commodity and type of the means of transport, or carrier identification. The time slot confirmed in this way is binding on the Parties and the Buyer undertakes to collect the Byproduct Delivery in accordance with the confirmed time slot, i.e. to collect the Byproduct Delivery at the agreed time and in the agreed quantity according to the confirmed time slot.
9. In addition to selecting the time slot, the Buyer shall indicate in the TSM the country of destination, i.e. the place of unloading of the Byproduct (at least indicating the country of unloading).
10. At the agreed time, the Buyer shall make available at the Place of Delivery the means of transport by which the Byproduct Delivery will be transported. The means of transport must be suitable for the transport of the Byproduct and must be thoroughly cleaned and inspected for residues from the previous load by the Buyer before loading. If the Buyer fails to fulfil any of these obligations, the Seller is not obliged to deliver the Byproduct Delivery in question to the Buyer; the Buyer loses the right to Byproduct Deliveries not delivered for this reason, as a result of which the Total

Byproduct Quantity under the Contract is reduced by the quantity corresponding to the Byproduct Deliveries thus undelivered.

11. The Seller is not obliged to deliver the Byproduct to the Buyer if the Place of unloading of the Byproduct is in a country other than the country that assigned the VAT ID No. specified in the Contract to the Buyer, unless the Buyer has notified the Seller in advance that the Byproduct Delivery is a tripartite trade in accordance with Article 141 of Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax.
12. If the Buyer orders goods under the VAT ID No. issued in an EU Member State other than the Slovak Republic, the Buyer undertakes that after the Byproduct is delivered, it will not be immediately sold (i.e. the legal and economic ownership will not be transferred) in the Slovak Republic. The Parties declare that if the Buyer orders the Byproduct under the VAT ID No. issued in an EU Member State other than the Slovak Republic, the Byproduct will leave the Slovak Republic and at the same time the Byproduct transport will be provided by the Buyer, and the Byproduct Delivery will be treated as an intra-Community transaction in accordance with Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax, which is exempt from value added tax pursuant to Section 43 of Act No. 222/2004 Coll. on Value Added Tax, as amended.
13. The Parties agree that for the purposes of calculating the Total Purchase Price, the weight of the Byproduct Delivery determined at the Checkpoint by the Seller or a third party that is the Seller's supplier shall be decisive, and subsequently stated in the delivery note. The weight determined in this way will be deemed decisive for and binding on both Parties. The Buyer shall pay the purchase price only for the quantity actually delivered.
14. The Seller undertakes to issue a separate weighing slip for each Byproduct Delivery. The weighing slip is the basis for issuing the delivery note. In the event of road transport with delivery outside the Slovak Republic, the Seller will also issue an International Consignment Note (CMR note), which will be signed by the Seller, the Buyer and the carrier. In the case of rail transport with delivery outside the Slovak Republic, the Seller will also issue an International Rail Consignment Note (CIM note), which will be signed by the Seller, the Buyer and the carrier.
15. If the transport of the Byproduct is carried out by the Buyer by its own means of transport and the place of unloading of the Byproduct is outside the Slovak Republic, the CIM and the CMR notes are replaced by the "Confirmation of the receipt of goods by the buyer or a person authorised by the buyer".
16. The Buyer undertakes to confirm the delivery note, CIM or CMR notes, or Confirmation of the receipt of goods, at the place of unloading of the Byproduct and either hand over the signed original to the carrier or deliver it to the Seller by post or deliver a scanned document electronically via e-mail without undue delay, not later than 8 days from the Byproduct Delivery. At the same time, the Buyer undertakes to confirm the document "Confirmation of the provision of transport and acceptance of goods by the customer" (Appendix No. 1 to the Special Part B of the GTC, which is an annex to the Contract, and deliver it to the Seller by post or electronically by e-mail without undue delay, no later than the 10th day of the month following the delivery of the goods.
17. Should the Buyer breach its obligation to sign and deliver the respective document to the Seller within 8 days of the Byproduct Delivery, the Seller is entitled to suspend Byproduct Deliveries under the Contract without prior notice until receiving all undelivered documents, whereby the Buyer loses the right to Byproduct Deliveries which have not been delivered due to the suspension of deliveries, and the Total Byproduct Quantity will be reduced by the quantity corresponding to such undelivered Byproduct Deliveries.

18. The Buyer declares that its VAT ID No. provided in the Contract is valid. The Parties agree that the declaration under the previous sentence is deemed to be repeated at any time during the term of the Contract.
19. In the event that at any time during the term of the Contract the Buyer's declaration contained in para. 18 of this Article of the GTC becomes false, incorrect or incomplete (i.e. if the VAT ID No. provided in the Contract becomes invalid), the Buyer undertakes to notify the Seller thereof without undue delay after learning of this fact.
20. The Buyer acknowledges that from the moment its VAT ID No. provided in the Contract becomes invalid, the Seller is required to add value added tax to the purchase price of the Byproduct in accordance with the legislation applicable in the Slovak Republic and the Buyer undertakes to pay this tax. The Buyer also undertakes to compensate the Seller for all damage caused as a result of breach of the Buyer's obligation under para. 17 and 18, including the reimbursement for costs incurred by the Seller in relation to the Buyer's invalid VAT ID No. (in particular the costs of paid fines imposed by the competent tax office, of the services of tax, accounting or other advisors and other costs of correcting the amount of tax paid by the Seller in accordance with legal regulations effective in the Slovak Republic).
21. The Parties agree that the arrangement under para. 20 of this Article of the GTC concerning damages will apply mutatis mutandis if the Buyer is in delay with the delivery of documents under para. 15 or the Buyer's declaration under para. 3 of this Article of the GTC (declaration of transport at the Buyer's expense or by its own means of transport) or under para. 11 of this Article of the GTC (declaration that there will be no immediate resale in the Slovak Republic) is not true, and as a result of such a delay, the Seller is obliged to add value added tax to the purchase price in accordance with legal regulations effective in the Slovak Republic.
22. Should the Buyer breach its obligation under para. 18 (declaration of valid VAT ID No.) or under para. 3 (declaration of transport at the Buyer's own expense or by its own means of transport) or under para. 11 (declaration that there will be no immediate resale in the Slovak Republic) or under para. 16 (confirmation of the relevant delivery document and its delivery to the Seller not later than 8 days after the Byproduct Delivery) of this Article of the GTC, the Buyer undertakes to pay the Seller a contractual penalty in an amount equal to the amount of value added tax under generally binding legal regulations at the time of the Byproduct Delivery, calculated from the Total Purchase Price of the Byproduct delivered at the time when the Buyer was not registered for VAT; this is without prejudice to the Seller's right to full compensation for damage. The Seller is also entitled to withdraw from the Contract.
23. Breach of the Buyer's obligations and commitments laid down in para. 3, 11, 16, 17, 18 is considered as a material breach and the Seller has the right to withdraw from the Contract.

Article VII
Purchase Price and Payment Terms and Conditions

1. The Buyer undertakes to pay the Seller the Total Purchase Price within the period specified in the Contract. The Total Purchase Price will be calculated based on the data on the total weight of the Byproduct Delivery specified in the delivery note.
2. In the event of a delay with the payment of the Total Purchase Price or any other payment under the Contract or under any other contract between the Seller and the Buyer for more than seven (7) days, the Seller has the right to suspend Byproduct Deliveries without prior notice, and the Buyer

automatically loses the right for the replacement of Byproduct Deliveries which, due to the suspension of deliveries, could not be collected at that time in accordance with the dispatch schedule or the confirmed time slot and the Total Byproduct Quantity will be reduced by the quantity of the Byproduct corresponding to such undelivered Byproduct Deliveries. The Seller has the right to suspend Byproduct Deliveries until all due receivables of the Seller under the Contract or under any other contract between the Seller and the Buyer have been paid.

3. The Seller will issue an invoice within 15 days of making a proper Byproduct Delivery and deliver the invoice to the Buyer. The invoice will be accompanied by a delivery note or CIM or CMR notes (or the "Confirmation of the receipt of goods").
4. Invoice payment date is the date of crediting the amount due to the bank account of the Seller.
5. In the event of a delay in the payment of the Total Purchase Price or any other payment under the Contract, the Buyer undertakes to pay the Seller late payment interest of 0.1% of the amount due for each day of delay; this is without prejudice to the Seller's right to full compensation for damage.
6. Should the Buyer be in delay with the payment of the Total Purchase Price or any other payment under or in connection with the Contract and not make the payment within 10 days of the date of receipt of the Seller's request, the Seller is entitled to withdraw from the Contract. Should the Buyer be more than twice in delay with the payment of the Total Purchase Price or any other payment under or in connection with the Contract (such delays need not occur simultaneously), the Seller is entitled to withdraw from the Contract immediately.

Repossession of Movable Assets

7. If the Buyer fails to comply with its obligation to pay the Seller the Total Purchase Price or any other claim under the Contract properly and on time and is in delay for more than 90 days, the Seller has the right to have this obligation settled by means of a by-product or any other movable assets of the Buyer (hereinafter referred to as the "Movable Assets").
8. For the purpose of exercise of the Seller's right to have the obligation settled as mentioned above, the Seller is entitled:
    a. to repossess the Movable Assets from the Buyer;
    b. to enter the Buyer's establishments, storage and other premises and, for this purpose, to use appropriate means, including removal of obstacles;
    c. to close the premises referred to in sub-paragraph (b) above for the period necessary and prevent third parties from accessing the Movable Assets located therein.
9. To ensure the exercise of the rights referred to under sub-paragraphs (a) through (c) above, the Seller is entitled to make use of appropriate third parties. The Seller is entitled to repossess from the Buyer the Movable Assets of its own choice. The Seller is entitled to repossess from the Buyer the Movable Assets of such value that equals the sum of the financial claim, the payment of which is delayed, including amounts ancillary to the claim and the costs associated with the exercise of the Seller's right under this paragraph. Since the repossession of the Movable Assets results in the fulfilment of the Buyer's financial obligation, the fulfilment of which is delayed by the Buyer, in another way and since the intention of the Parties is to allow the Seller to subsequently and as soon as possible satisfy itself through the sale of the repossessed Movable Assets, the Parties have agreed that the value of the repossessed Movable Assets according to the previous sentence shall be determined in the amount corresponding with the lowest price for which such or comparable Movable Asset is usually sold at the time of the repossession, decreased, depending on the circumstances, by up to 30%.

10. The Parties have agreed that the Buyer's obligation, the fulfilment of which is delayed, shall cease to exist up to amount of the value of the repossessed Movable Assets.
11. The Buyer undertakes to cooperate during the repossession of the Movable Assets as necessary, in particular, to submit the requested documents relating to the Movable Assets subject to the repossession. If the Buyer fails to submit documents which credibly demonstrate that the Movable Assets subject to the repossession are possessed by third parties or if the possession of third parties does not result from other circumstances (in particular, in the case that the Buyer fails to participate in the repossession), it shall be deemed that the Movable Assets located in the Buyer's establishments, storage and other premises are possessed by the Buyer.
12. In the case of any doubts, it is understood that the Seller has repossessed the Movable Assets in good faith that they are possessed by the Buyer.
13. The Parties have agreed that if the Buyer participates in the repossession of the Movable Assets, the Parties shall prepare a record on the repossession of the Movable Assets, indicating, in particular, the list of repossessed Movable Assets and their value determined according to this paragraph. If the Buyer refuses to participate in the repossession, the Seller may repossess the Movable Assets in the presence of a credible and impartial third party who shall certify the repossession of the Movable Assets and, as the case may be, also their value.

Article VIII
Liability for Byproduct Defects

1. The Seller is responsible for ensuring that the Byproduct meets the quality requirements specified in the Contract at the time of delivery to the Buyer. Any description or suggestion made by the Seller regarding the use of the Byproduct or the suitability of the Byproduct for any purpose is made in good faith, but the Seller is not responsible for the usability or suitability of the Byproduct for any purpose.
2. In the event that the quality of the Byproduct Delivery does not correspond to that agreed under the Contract, the Buyer is entitled to a reasonable discount on the total price of the Byproduct Delivery if the Buyer claims this right against the Seller within 48 hours of delivering the Byproduct Delivery.
3. In the event that individual Byproduct Deliveries repeatedly (at least three times) during six (6) consecutive months do not meet the quality requirements specified in an annex to the Contract, the Buyer is entitled to withdraw from the Contract.
4. If the Buyer was entitled to claim a discount on the Total Purchase Price in connection with defective performance (Byproduct Delivery), the Buyer is not entitled to compensation for damage caused as a result of such defective performance (or any other payment).
5. If the Buyer does not accept the analysis of quality characteristics performed by the Seller's laboratory or the laboratory of a third party that is the Seller's supplier, if the Byproduct is delivered through a third party, the final decision on the quality indicators will be the result of an analysis performed by EUROFINS BEL/NOVAMANN s.r.o., with its registered office at Komjatická 73, 940 02 Nové Zámky, Company ID No. 31 329 209 (and in case the Byproduct is a fodder: EUROFINS Food Testing Slovakia s.r.o., with its registered office at Komjatická 73, 940 02 Nové Zámky, Company ID No.: 52 601 714), or ÚKSUP – Central Control and Testing Institute in Agriculture in Bratislava from the samples taken by the Seller or a third party that is the supplier of the Seller, if the Byproduct is

delivered through a third party. The costs associated with an impartial control analysis will be borne by the Party to the detriment of which the impartial control analysis will be concluded.

Article IX
Liability for Damage

1. The Seller is not liable to the Buyer for lost profit and damage caused as a result of having to incur costs due to a breach of the Seller's obligation.
2. The Seller's liability for any of the Buyer's claims, including the contractual penalty and claims for damages arising under or in connection with the Contract, is limited to an amount equal to 5% of that part of the Total Purchase Price that corresponds to the Byproduct quantity delivered late by the Seller, up to a maximum of EUR 20,000 for the entire term of the Contract. In the event that it is not possible to determine the amount that limits the Seller's liability for any of the Buyer's claims under the previous sentence, this amount will be determined as 5% of the Total Purchase Price, but not more than EUR 20,000 for the entire term of the Contract.
3. If as a result of a breach of the Contract by the Buyer any claim is asserted against the Seller by a third party, in particular a third party that is the Seller's supplier, the Buyer undertakes to pay such claim without delay on behalf of the Seller or, if not possible for any reason, reimburse the Seller for all the associated costs.
4. The Seller is only responsible for ensuring that the Byproduct meets the quality requirements specified in the Contract at the time of delivery to the Buyer. Any description or suggestion made by the Seller regarding the use of the Byproduct for any purpose is made in good faith, but the Seller is not responsible for the usability or suitability of the Byproduct for any purpose.

Article X.
Circumstances Excluding Liability

1. A circumstance excluding liability is any obstacle which has occurred independently of the will of the liable Party and prevents it from fulfilling its obligation, unless it can be reasonably assumed that the liable Party could avert or overcome the obstacle or its consequences and that it would anticipate this obstacle at the time of origination of the commitment.
2. However, the liability will not be excluded by an obstacle which arose only at the time when the liable Party was in delay with the fulfilment of its obligation or out of its economic situation. Also usual economic, commercial and business risks, strike, labour unrests, predictable meteorological conditions, delays by subcontractors (unless caused by a circumstance excluding liability) are not considered to be the circumstances excluding liability.
3. Notwithstanding the above, any interruption of the Seller's or the Seller's supplier's operations (a production plant whose product is a by-product), for technical or any other reasons, lasting at least three (3) days, which results in the Seller's inability to supply the by-product, shall always be deemed a circumstance excluding liability. The application of § 375 of the Commercial Code is excluded.

4. A report on a circumstance excluding liability must be provided to the other Party without undue delay after the liable Party has or, with due professional care, could have become aware of the obstacle, but within 10 business days at the latest. If the liable Party fails to comply with this reporting obligation, it cannot invoke the circumstances excluding liability in respect of a breach of its obligation.
5. If the Party reports the obstacle in due time, the period for the Performance will be extended by the time during which the obstacle persists. Neither party is entitled to compensation for damage caused while the circumstances excluding liability persist No Party is entitled to contractual penalty set out in the Contract for breach of the Party's contractual obligation, if this breach (e.g. delay) was caused by a circumstance excluding liability.
6. When a circumstance excluding liability ceases to exist, or if one of the Parties does not exercise its right to withdraw from the Contract pursuant to paragraph 7 of this Article, the Parties shall agree to extend the deadlines or take other measures that will contribute to the completion of the Performance under the Contract.
7. If the circumstances excluding liability continue for more than 30 days, either Party is entitled to unilaterally withdraw from the Contract. If the Seller withdraws from the Contract due to the occurrence of circumstances excluding liability, the total amount of the By-product under the Contract to be supplied shall be reduced by the amount which could not have been supplied due to the occurrence of circumstances excluding liability. The Buyer shall lose the right to claim the quantity of the By-product that was not delivered as a result of the circumstance excluding liability on the part of the Seller.
8. If the liable Party invokes a circumstance excluding liability, it shall submit, at the request of the other Party, adequate evidence which can be provided in such an event, if such obstacle is not generally known.

In Leopoldov on 1.1.2026
ENVIRAL, a.s.
MEROCO, a.s.
Poľnoservis, a.s.
ENAGRO, a.s
BPS Hubice, s. r. o.

Annex No. 1

CONFIRMATION
OF TRANSPORT OF GOODS ARRANGED AND GOODS RECEIPT BY THE CUSTOMER

Supplier's name and address:	
Transporter´s name and address:	
Delivery identification (CMR No. and Invoice No.):	
Buyer's name and address:	
Type of goods:	
Quantity of goods:	
Address of the place (the place of arrival) of the goods receipt in another Member State including identification of Member State:	
Date of the receipt of goods (the place of arrival) in another Member State:	
Date of confirmation:	

Buyer hereby confirms that he has arranged the transport of goods and received goods as specified above.

Recipient / Confirmation issued by

Name and surname:	
Position:	
Signature:	