General Terms and Conditions of the ENVIEN GROUP

Special Part C

Purchase of Oils

Article I
Introductory Provisions

1. This Special Part C of the GTCs regulates the contractual relations between EG as the buyer (hereinafter referred to as the "**Customer**") and its business partners as sellers (hereinafter referred to as the "**Supplier**") in the sale of oils and other commodities as specified in paragraph 2 of this Article under purchase contracts concluded between the Supplier and the Customer (hereinafter referred to as the "**Contract**"). **"Parties"** means a joint designation of the Customer and Supplier, who have jointly entered into a legal relationship under the Contract; a "Party" in singular means either party to the concluded Contract.
2. The subject-matter of these purchase contracts is the purchase of the following commodities:
   a) UCO – used cooking oil,
   b) sunflower oil,
   c) rapeseed oil,
   d) palm oil,
   e) soybean oil,
   f) free fatty acids,
   g) fatty acid methyl ester,
   h) or other commodities as specified in the Contract,

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

Article II
Specification of Commodity Quantity and Supplier's Obligations Regarding the Commodity

1. The Supplier agrees to supply the Commodity under the Contract and of the quality according to the quality specification of the given Commodity attached in the relevant annex to the Contract (hereinafter referred to as the "Quality Specification").

Article III
Basic Terms and Conditions for Commodity Delivery

1. Commodity Quantity

1.1 The Supplier shall supply to the Customer the quantity of the Commodity agreed in the Contract, with a deviation of +/-5%. The Commodity must be properly secured so that its transport to the place of unloading is not endangered and so that it arrives to the place of unloading in good conditions corresponding to the arrangements of the Contract and these GTCs.

1.2 The Parties agree that if the Supplier delivers to the Customer the quantity of the Commodity in excess of the quantity under paragraph 1.1 and the Customer accepts such delivery, the delivery of such Commodity (exceeding the quantity under paragraph 1.1) will be subject to the provisions of the Contract.

2. Time and Place of Delivery

2.1 Individual Commodity deliveries will be made based on mutually agreed delivery schedules submitted by the Customer to the Supplier by means of electronic communication (hereinafter referred to as the "DS"). A mutually agreed DS is binding on the Parties and the Supplier agrees to make Commodity deliveries in accordance with the DS, i.e. to deliver the Commodity to the Customer at the agreed time and in the agreed quantity according to the DS.

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

2.3 If the Supplier fails to deliver the Commodity in accordance with the DS, the Customer is entitled to refuse and not accept the delivery. In such an event, all costs related to the transport and return of the Commodity to the Supplier shall be borne by the Supplier.

2.4 Any change in the delivery parity agreed in the Contract (or in the accepted order) can only be made by a written amendment to the Contract (or a written change of the order). The Customer or Supplier are entitled to a reasonable reimbursement of the costs of Commodity transport in accordance with the change in parity.

Special provisions concerning the place of delivery of the Commodity on the Customer's premises in Leopoldov

2.5 If the place of delivery of the Commodity agreed in the Contract is the Customer's contractual warehouse in Leopoldov, the logistics and transport, including the weighing system, are managed in the Customer's electronic time slot management system (hereinafter referred to as the "TSM") in accordance with the following provisions 2.6 to 2.10 of this Article of the GTCs.

2.6 If the Supplier arranges the transport of the Commodity under the Contract itself (or through a third party – carrier), after concluding the Contract, the Supplier shall immediately register in the Customer's electronic TSM by entering its e-mail address specified in the Contract. Each Commodity delivery is scheduled in the electronic TSM by selecting free time slots for the Commodity delivery.

2.7 Each Commodity delivery is assigned a unique identification number in the TSM, the so-called TSM ID code (hereinafter referred to as the "TSM ID"). The Supplier, or its carrier, is obliged to identify itself by the TSM ID when delivering the Commodity to the Customer's premises in Leopoldov.

2.8 Each Commodity delivery will be made based on a confirmed time slot. After selecting the time slot, the Customer will receive a notification e-mail containing the TSM ID, the agreed date and time of delivery, the place of unloading, carrier identification, Commodity type, Commodity quantity and the type of the means of transport. A confirmed time slot is binding on the Parties and the Supplier agrees to make Commodity deliveries in accordance with the confirmed time slot, i.e. to deliver the Commodity to the Customer at the agreed time and in the agreed quantity according to the confirmed time slot.

2.9 The Supplier acknowledges that without proper login and registration in the TSM and without identification by a specific TSM ID upon entry to the Customer's premises in Leopoldov, the Customer is entitled to refuse and not accept the delivery of the Commodity. In such an event, all costs related to the transport and return of the Commodity to the Supplier (including, without limitation, demurrage) shall be borne by the Supplier. The delivery of the Commodity will not be deemed to have been made properly and on time.

2.10 The place of delivery is the contractual warehouse of the Customer at Trnavská cesta in Leopoldov, with the place of unloading specified in the confirmed time slot; the transport of the Commodity will be provided in accordance with the agreed Incoterms®2020 rule.

3. Delivery Transport

3.1 If the transport of the Commodity is arranged by the Customer, the Supplier undertakes to check:

a) the identification details of the means of transport (hereinafter referred to as the "MT") and the identity of the driver of the MT in order to verify their authorisation to provide Commodity transport for the Customer;
b) Commodity storage space in order to verify that it contains no other commodity or other products;
c) the cleanliness of the MT, the method of ensuring that the Commodity cannot be deteriorated during transport to the place of delivery, in particular that the MT had not transported any toxic or hazardous material, fertilisers, etc.;
d) checking the car seal to prevent any losses during transport;
e) the weight of the loaded MT, so that it does not exceed the maximum permissible weight in accordance with the legislation in force at the place of loading and unloading of the Commodity and at all points through which the transport takes place.

The Supplier shall make a record of the facts under c) and d) in the delivery note. If any deficiencies are identified during the inspection referred to in the first sentence, the Supplier agrees to notify the Customer thereof before loading the Commodity onto the means of transport and in the event that there is a deficiency in the security that might cause deterioration of the Commodity during transport, the Supplier shall notify the Customer as soon as such a deficiency has been identified and follow the Customer's instructions. The Supplier is not entitled to load the Commodity onto the means of transport in respect of which deficiencies have been identified, nor is the Supplier entitled to dispatch the Commodity without the Customer's consent if deficiencies have been identified in the security that might cause deterioration of the Commodity. If the Supplier has failed to notify the Customer of deficiencies, the Supplier shall be liable for Commodity defects under paragraph 6. second sentence.

3.2 If the transport of the Commodity is arranged by the Supplier, the Supplier undertakes to:

a) use for transport a MT suitable for transporting the Commodity; is prohibited from using a MT which has transported toxic or hazardous material, fertilisers, etc.;
b) ensure that all MT intended for the transport of the Commodity are clean, properly secured and ensure that the Commodity will not deteriorate during its transport to the place of unloading;
c) transport the Commodity separately from any other products;
d) keep records of documents of the type of goods transported by the MT and the records of cleaning the MT and present them to the Customer upon request;
e) transport by the MT such quantity of the Commodity that the weight of the loaded MT does not exceed the maximum permissible weight in accordance with the legislation in force at

the place of loading and unloading of the Commodity and at all points through which the transport takes place;

e) ensure that the MT is regularly cleaned and disinfected and that the transport containers or tank semi-trailers do not contain any residues and odours from the previous loading; the records of cleaning and disinfection of the MT must be kept in the vehicle logbook;

4. Acceptance of Delivery

4.1. The Supplier shall deliver a duly completed delivery note with each delivery of the goods to the Customer. Only a delivery note that is legible and contains correct, true and fully completed details under paragraph 4.2 is considered a duly completed delivery note.

4.2. The delivery note must contain the correct Customer Contract number, records according to paragraph 3.1c) and d), fully and correctly completed part "Sustainability" in accordance with the requirements of the ISCC system (https://www.iscc-system.org/wp-content/uploads/2017/02/ISCC_203_Traceability_and_Chain-of-Custody_3.0.pdf), Commodity type, weight (net, tara, gross), tractor and semi-trailer licence plate numbers.

4.3. In the event that a duly completed delivery note is not delivered together with the delivery, the Customer is entitled to refuse and not accept the delivery of the Commodity. In such an event, all costs related to the transport and return of the Commodity to the Supplier (including, but not limited to demurrage) shall be borne by the Supplier.

4.4. The Customer or a Customer's contractual partner will also confirm in writing the receipt of the delivered Commodity on the relevant transport document.

5. Ownership

5.1 The Supplier agrees to ensure that the Commodity is wholly owned by the Customer at the time of the transfer of ownership to the Customer and that it is free from any third party right.

5.2 The ownership of the Commodity is transferred from the Supplier to the Customer at the moment of its unloading at the place of delivery.

6. Liability for Defects

The Supplier is liable for defects in the Commodity at the moment when the risk of damage to the Commodity is transferred to the Customer (depending on the delivery term agreed for the respective Commodity delivery). If the Customer identifies any defects when weighing or after unloading the Commodity at the place of unloading, the Commodity will be considered to have had defects at the time of loading onto the means of transport.

7. Contractual Penalty and Replacement Purchase

7.1 If the Supplier fails to deliver the Commodity to the Customer properly and on time in accordance with the terms and conditions of the Contract or these GTCs, the Customer is entitled to claim from the Supplier a contractual penalty of 0.5% of the price for the delivery with which the Supplier is late, for each day of delay.

7.2 In the event that the Supplier fails to deliver the Commodity to the Customer properly and on time even within 5 days of the requested date, the Customer is entitled to claim from the Supplier, in addition to the contractual penalty referred to in paragraph 7.1, the payment of a contractual penalty of 15% of the price for the delivery with which the Supplier is late.

7.3 If the Supplier fails to deliver the Commodity properly and on time even within 5 days of the requested delivery date, the Customer is entitled, exercising due professional care, to purchase the Commodity from a third party, and is entitled to claim from the Supplier compensation for damage caused by the acquisition of the Commodity from the third party; the Parties agree that the amount of damage in such an event equals a positive difference between the purchase price, for which the Customer demonstrably buys the Commodity from a third party and the purchase

price for the Commodity under the Contract. The Supplier agrees to compensate the Customer for damage in the amount of the difference according to the previous sentence. The Customer is entitled to proceed in accordance with the first sentence even if the Supplier's default or delay is caused by an obstacle that has occurred independently of the Supplier's will and prevents the Supplier from fulfilling its obligation.

Article IV
Purchase Price and Payment Terms

1. Decisive for the calculation of the total purchase price for the Commodity is the weight of the Commodity determined on an officially calibrated scale at the place of unloading of the Commodity and adjusted in the manner according to these GTCs.
2. The Supplier is entitled to the payment of the purchase price, provided that all the conditions below are met:
   a) the Supplier has duly delivered the Commodity to the agreed place of delivery, in accordance with the quality specification; for the Commodity which was delivered according to the delivery note confirmed by the Customer or a Customer's contractual partner;
   b) the Supplier has delivered to the Customer a delivery note containing true, correct and full information under Article III paragraphs 4.1 and 4.2, and for the delivery of UCO a commercial document for the transport of animal by-products and derived products not intended for human consumption in accordance with Regulation (EC) No. 1069/2009 or other relevant legislation.
3. The Customer agrees to pay the Supplier the purchase price after the claim for payment has arisen, within the maturity period under the Contract, which begins to run from the date of invoice delivery by the Supplier. Invoice payment date is the date of debiting the amount due from the Supplier's bank account.
4. No payment made by the Customer implies acceptance of the delivered Commodity and in no way limits any claims or rights that the Customer may have against the Supplier.
5. The Supplier agrees to issue an invoice for each separate delivery of the Commodity within 15 days of its execution, solely based on a delivery note confirmed by the Customer and delivered to the Supplier in accordance with the legislation.
6. In the event of a late invoice payment by the Customer, the Parties agree on a late payment interest of 0.02% of the outstanding amount for each day of delay.

Article V
Quantity, Quality Control and Claims for Commodity Defects

1. The Supplier shall deliver the Commodity so that it meets the quantity and quality as specified in the Contract and these GTCs. If the Commodity delivery is not in accordance with the Contract or these GTCs, the Commodity has defects.
2. Before unloading the Commodity at the place of unloading, the Customer (itself or through its contractual partner) agrees to carry out an inspection of the Commodity's quality parameters in order to detect any Commodity defects. If the Commodity has defects according to the previous sentence, the Customer is entitled to refuse and not accept such delivery of the Commodity.
3. If quality defects are identified during the Commodity inspection under paragraph 2, the Customer agrees to notify the Supplier thereof before refusing the delivery and the Supplier is

entitled to check the quality of the Commodity at the point of unloading. The Parties agree that if:

a) the Supplier agrees with the Customer's opinion on the quality of the Commodity before its unloading and the Parties do not agree on the amount of discount on the purchase price for the Commodity delivery due to quality defects, the Customer has the right to refuse the delivery;

b) the Supplier agrees with the Customer's opinion on the quality of the Commodity before its unloading, the Commodity can be used by the Customer and the Parties have agreed on the discount on the price or on determining the weight of the delivery for the purpose of calculating the purchase price, the Customer will accept the delivery;

c) the Supplier does not agree with the Customer's opinion on the quality of the Commodity before unloading and the Parties fail to agree on the quality of the Commodity within 12 hours of the Supplier being notified of the Customer's opinion:

ca) if the Supplier's representative participates in the sampling of the supply by the Customer within 6 hours of notification of the Customer's opinion to the Supplier, an analysis of the quality parameters will be carried out in the Customer's laboratory; and

caa) if the results of the analysis carried out in the Customer's laboratory show that the quality of the delivered Commodity corresponds to the quality specification, the Customer shall accept and pay the agreed purchase price for the delivered Commodity;

cab) if the results of the analysis carried out in the Customer's laboratory show that the quality of the delivered Commodity does not correspond to the quality specification and the Supplier agrees with the results of this analysis, the Customer is entitled to refuse the delivery or if it can still be used by the Customer despite quality defects, to unilaterally determine an appropriate discount on the purchase price and accept the Commodity;

cac) if the results of the analysis carried out in the Customer's laboratory show that the quality of the delivered commodity does not correspond to the quality specification and the Supplier does not agree with the results of this analysis, the Parties shall proceed in accordance with paragraph 5;

cb) if the Supplier's representative does not participate in the sampling of the delivery by the Customer within 6 hours of notification of the Customer's opinion to the Supplier, the Customer will invite an independent party to take a new sample and the Parties shall proceed in accordance with paragraph 5.

4. An independent party means:

a) SGS SLOVAKIA spol. s r.o., with its registered office at Kysucká 14, 040 11 Košice, ID No. 31 350 810;

b) BUREAU VERITAS SLOVAKIA spol. s r.o., with its registered office at Plynárenská 7/B, 821 09 Bratislava, ID No. 35 914 823; or

c) Intertek s.r.o., with its registered office at Sokolovská 131/86, 186 00 Prague, ID No. 257 62 982.

5. If the Supplier does not agree with the results of the analysis under paragraph 3. cac) or does not participate in the sampling of the delivery under paragraph 3.cb), the Customer or an independent party will divide the sample taken into four parts, whereas the Customer or the independent party will hand over one part or make sure that it is handed over to the Supplier, two parts are designed for the Customer and one part will be sent by the Customer or the independent party for testing in an accredited laboratory. An accredited laboratory means:

a) I.M.U. with its registered office at Stolzenthalergasse 21, A-1080 Vienna, or Mannsworther Strasse 28, A-2320 Schwechat; or
b) VÚRUP, a.s., with its registered office at Vlčie Hrdlo, P.O.BOX 50, 820 03 Bratislava, ID No. 35 691 310.

6. The results obtained by an accredited laboratory as part of reproducibility of a particular method are binding on the Parties. If the results obtained in an accredited laboratory have shown that the quality of the delivered Commodity corresponds to the quality specification, the Customer shall accept and pay the agreed purchase price for the delivered Commodity. If the results obtained in an accredited laboratory have shown that the quality of the delivered Commodity does not correspond to the quality specification, the Customer is entitled to refuse the delivery or to unilaterally determine a reasonable discount on the purchase price based on the results of this analysis. The costs of the analysis of the sample in an accredited laboratory are borne by the Party whose opinion on quality has not been confirmed by the analysis.
7. Costs other than those referred to in paragraph 5. fourth sentence associated with the quality control of the Commodity in an accredited laboratory, including any costs of the downtime of the MT due to waiting for the Supplier's opinion and the costs of the results of analyses performed are borne by the Party whose opinion on quality was not confirmed by the relevant analysis.

Article VI
Sustainability

1. Since the Customer holds certificates demonstrating compliance with the sustainability criteria, it is also necessary for the Supplier to meet the sustainability criteria.
2. The Supplier declares that it has a valid sustainability certificate under ISCC or other accepted sustainability system and will submit a copy of this certificate to the Customer upon request.
3. In the event that the Supplier does not intend to further maintain its ISCC system or other accepted sustainability system and the validity of the certificate expires during the term of the Contract, the Supplier shall notify the Customer in good time, at least 2 weeks before the expiry of such a certificate. This notification obligation of the Supplier also applies if the Supplier has its ISCC certificate revoked during the performance of the Contract or the certificate is not renewed as a result of an audit of the ISCC or another accepted sustainability system, in which case the Supplier shall notify the Customer forthwith. If the Supplier fails to notify the Customer thereof properly and on time, the Customer is entitled to compensation for damage/all costs incurred by the Customer due to concealing or failing to inform about these facts, and at the same time the Customer is entitled to a contractual penalty of EUR 1,000 for each Contract with the Supplier affected by this breach of the obligation.
4. The Supplier agrees to archive all documents necessary to demonstrate compliance with the sustainability requirements for a period of at least 5 years after the termination of the Contract.

Article VII
Customer audit

1. The Customer has the right to conduct an audit of the Supplier once per calendar year focused on safety and handling of the commodity, after adequate prior notification of the Supplier.

2. The audit will be performed by the Customer through its own employees or authorized qualified personnel of third parties, who will be bound by confidentiality.
3. The Supplier undertakes to provide the Customer with access to its equipment, personnel, records and any other necessary resources for the purpose of conducting the audit and undertakes to cooperate with the audit team of the Customer.
4. In the event that any deficiencies or non-compliances with applicable legal regulations or sustainability certificates are detected during the audit, the Supplier shall take immediate corrective measures to resolve such issues in accordance with mutually agreed timelines. The non-cooperation of the Supplier according to this article of the GTC or the detection of serious deficiencies during the performance of the customer audit is considered a material breach of the Contract and the Customer is entitled to withdraw from the Contract immediately.

Article VIII
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 the Contract.

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