

General Business Terms and Conditions of ENAGRO, a.s. for the Purchase of Commodities

Preamble

1. These General Business Terms and Conditions of ENAGRO, a.s. for the Purchase of Commodities (hereinafter referred to as "GBTC") regulate the legal relations of ENAGRO, a.s., registered office: Trnavská cesta, 920 41 Leopoldov, Company ID: 43 814 808, registered in the Company Register of the District Court of Trnava, Section Sa, File No. 10469/B (hereinafter referred to as the "Consumer") and its suppliers (hereinafter referred to as the "Supplier") in relation to the purchase of the commodity pursuant to the Section 2 based on the Supply Contract for the particular commodity concluded between the Supplier and the Consumer (hereinafter referred to as the "Contract").
2. The commodity is a raw material supplied by the Supplier, who may also be a grower of the commodity, namely the coleseed (hereinafter referred to as the "cole") or corn seed (hereinafter referred to as "corn") which the Consumer purchases for the purpose of its further processing; the type of the commodity is specified in the Contract and a more detailed specification, including qualitative parameters, is contained in the Article I of these GBTC.
3. Unless laid down otherwise in the Contract, it shall be understood that the business terms contained in these GBTC represent their inseparable part. However, any deviating written arrangements of the Contracting Parties stated in the Contract shall prevail over the wording of the business terms contained in these GBTC.
4. These GBTC are disclosed and available at the Consumer's registered office in written form and on the Consumer's web page on www.enagro.sk in electronic form.

Article I

Specification of the quality of the commodity and obligations of the Supplier in relation to the commodity

1. The Supplier undertakes to deliver the commodity in line with the Contract and in the quality according to the quality specification of the particular commodity pursuant to the Section 2 or 3 (hereinafter referred to as the "Quality Specification").
2. **Cole Quality Specification**
- 2.1 Coleseed shall meet the requirements for production of raw oil and coarse-grained grain for feeding purposes in line with the Regulation (EC) No. 183/2005 of the European Parliament and of the Council of 12 January 2005 laying down requirements for feed hygiene, regulation of the Government of the Slovak Republic No. 438/2006 Coll. on Undesirable Substances in Fodder and on Other Indicators of Safety and Usability of Fodder, as amended, and the Regulation (EC) No. 767/2009 of the European Parliament and of the Council as of 13 July 2009 on the Placing on the Market and Use of Feed, while its humidity and the content of impurities shall not exceed the highest acceptable values and the fat content shall have the minimum acceptable value in accordance with the following Table:

Humidity and volatile substances:	max. 8.0% of the weight
Fat content with the seed humidity and the content of volatile substances of 8.0%:	min. 42.0% of the weight
Sprouted, damaged, immature seeds:	max. 2.0% of the weight
Defined impurities - total:	max. 2.0% of the weight
out of that: a) inorganic: soil, sand, glass, metal, stones, etc.	max. 0.2 % of the weight
b) moldy seeds and seeds with signs of mold	max. 0.2 % of the weight
c) harmful impurities: seeds of weed	max. 0.5 % of the weight
out of that: sticleback	max. 0.1% of the weight
Content of glucosinolates in fat-free solids	max. 25µmol/g
Content of erucic acid (out of the total content of fatty acids)	max. 2.0% of the weight

- 2.2 The Consumer undertakes to perform sampling from the supply of cole according to STN EN ISO 542 or STN ISO 13690.
- 2.3 The Consumer undertakes to use the testing methods specified in STN 462300-2 to perform individual analyses.
- 2.4 If the supply of the commodity intended for post-harvest treatment (as defined in the Article II, Section 2.1) has not been agreed upon between the parties according to the Schedule of Supplies (as defined in the Article II, Section 2.1, hereinafter referred to as the "SS"), the supplied cole is not meeting the requirements according to the Quality Specification stated in the Section 2.1, and at same time the Consumer has not refused to accept such supply, the Consumer shall have the right to decrease the weight of the supplied cole for the purposes of calculation of the total purchase price for the cole supply pursuant to the Section 2.4.1 or to make a deductions from the purchase price in the form pursuant to the Section 2.4.2 and 2.4.3.
 - 2.4.1 If the content of impurities in the cole supply is over 2.0% or the humidity of the supplied cole is over 8.0%, the Consumer shall be entitled to determine the weight of the supplied cole for the purposes of calculation of the purchase price for the supply as follows:

$$B = A \times (100 - \text{measured humidity in } \%) : 92 \times [(102 - \text{measured impurities in } \%) : 100]$$

A - cole weight measured when unloaded from a vehicle at the unloading point;

B - cole weight for the purposes of calculation of the purchase price.

2.4.2 If the content of stickleback in the cole supply is higher than the highest acceptable value pursuant to the Section 2.1, the Consumer shall be entitled to make a deduction from the purchase price as follows:

- if the content of stickleback in the supply is higher than 0.1% and at the same time lower than 0.6 % the deduction from the purchase price is 2 EUR per 1 tonne of cole;
- if the content of stickleback in the supply is at least 0.6% and at the same time lower than 1.0%, the deduction from the purchase price is 5 EUR per 1 tonne of cole ;
- if the content of stickleback in the cole supply is at least 1.0%, % and at the same time lower than 1.6% the deduction from the purchase price is 10 EUR per 1 tonne of cole;
- if the content of stickleback in the cole supply is at least 1.6%, % and at the same time lower than 2.0% the deduction from the purchase price is 15 EUR per 1 tonne of cole;
- if the content of stickleback in the cole supply is at least 2.0%, the deduction from the purchase price shall be determined by an agreement of the Parties, the deduction shall not be lower than the deduction determined pursuant to the letter d).

2.4.3 If the fat content in the supply is lower than 40.0%, the Consumer shall be entitled to make a deduction from the purchase price, while the deduction shall be determined as follows.

$$C = A \times \left(\frac{40,0 - B}{100} \times 1,5 \right)$$

A - agreed cole price;

B - identified fat content in the supply;

C - amount of deduction per 1 ton of cole.

3. Corn Quality Specification

3.1 Corn seed shall meet the requirements for production of stillage for feeding purposes in line with the Regulation (EC) No. 183/2005 of the European Parliament and of the Council of 12 January 2005 laying down requirements for feed hygiene, regulation of the Government of the Slovak Republic No. 438/2006 Coll. on Undesirable Substances in Fodder and on Other Indicators of Safety and Usability of Fodder, as amended, and the Regulation (EC) No. 767/2009 of the European Parliament and of the Council as of 13 July 2009 on the Placing on the Market and Use of Feed, while its humidity and the content of impurities shall not exceed the highest acceptable values and other parameters shall have at least the values in accordance with the following Table:

Humidity	max. 14.0%
Defined impurities ¹ total	max. 1.0%
<i>Out of that: a) soil, sand, stones max. 0.2%</i>	
<i>b) moldy seeds max. 0.2%</i>	
<i>c) harmful impurities max. 0.1%</i>	
Bulk weight	min. 710g/l
Starch content in corn	min. 62.0%
Fractions ²	max. 8%
The required acceptable volumes of the content of individual mycotoxines in the corn seed are as follows:	
Mycotoxines	Required values in µg/kg (with the humidity of 12%)
Deoxynivalenol (DON)	max. 3,200
Zearalenone (ZEA)	max. 700
Fumonizines (B1, B2, B3)	max. 16,000
Aflatoxines (sum)	max. 5

¹ The following shall be considered as defined impurities:

- total through in a sieve with rounded openings with the diameter of 2mm;
- in the proportion above a sieve with rounded openings with the diameter of 2mm:
 - inorganic impurities (soil, sand, stones, etc.);
 - moldy grains;
 - harmful impurities pursuant to the resolution of the Government of the Slovak Republic No. 438/2006 Coll. on Undesirable Substances in Fodder and on Other Indicators of Safety and Usability of Fodder, as amended.

² The fractions shall be understood as: parts of grains or grains which pass through a sieve with rounded openings with the diameter of 4.5 mm.

- 3.2 The Consumer undertakes to perform sampling from the supply of corn according to STN ISO 13690.
- 3.3 The Consumer undertakes to use the following testing methods for individual analyses:
- a method according to STN ISO 6540 to analyze humidity;
 - a method according to STN 46 1011-2 for a test of senses;
 - a method according to STN 46 1011-5 to determine the bulk weight;
 - a method according to STN 46 1011-34 a to determine the volume of impurities; and
 - a method according to STN 46 1011-37 to determine the content of starch.
- 3.4 If, according to the SS, the supply of the commodity intended for post-harvest treatment has not been agreed upon, the supplied corn is not meeting the requirements according to the Quality Specification in the Section 3.1 and the Consumer has not refused to accept such supply, the Consumer shall have the right to decrease the weight of the supplied corn for the purposes of calculation of the total purchase price for the corn supply or to make a deduction from the purchase price in accordance with the Section 3.4.2.
- 3.4.1 If the content of impurities in the corn supply is over 1.0% or the humidity of the supplied corn is over 14.0%, the Consumer shall be entitled to determine the weight of the supplied corn for the purposes of calculation of the purchase price for the supply as follows:

$$B = A \times (100 - \text{measured humidity in \%}) : 86 \times [(101 - \text{measured impurities in \%}) : 100]$$

A - corn weight measured when unloaded from a vehicle at the unloading point;

B - corn weight for the purposes of calculation of the purchase price.

- 3.4.2 If the content of harmful impurities in the corn supply is higher than the highest acceptable value pursuant to the Section 3.1, the Consumer shall be entitled to make a deduction from the purchase price as follows:
- if the content of harmful impurities in the supply is higher than 0.1% and at the same time lower than 0.6% the deduction from the purchase price is 2 EUR per 1 tonne of corn;
 - if the content of harmful impurities in the supply is at least 0.6% and at the same time lower than 1.0% the deduction from the purchase price is 5 EUR per 1 tonne of corn;
 - if the content of harmful impurities in the supply is at least 1.0% and at the same time lower than 1.6% the deduction from the purchase price is 10 EUR per 1 tonne of corn;
 - if the content of harmful impurities in the supply is at least 1.6% and at the same time lower than 2.0% the deduction from the purchase price is 15 EUR per 1 tonne of corn;
 - if the content of harmful impurities in the supply is at least 2.0%, %, the deduction from the purchase price shall be determined by an agreement of the Parties, the deduction shall not be lower than the deduction determined pursuant to the letter d).

4. Supplier's obligations in relation to the commodity

- 4.1 The Supplier shall:
- enable to the Consumer to check the commodity during the period of vegetation and storage;
 - enable to the Consumer to sample the commodity in order to perform a check and analysis before the supply of the commodity;
 - keep the commodity separate from any other products throughout the period of growth, harvest, transportation and storage;
 - keep records on cleaning, drying or any other treatment of the commodity, in particular by chemical means;
 - when handling the commodity, comply with all hygienic measures in order to ensure prevention from contamination by microorganisms (particularly by molds);
 - supply only such commodity which will not contain genetically modified organisms;
 - keep records regarding the origin, health harmless and traceability of the commodity in line with the requirements of valid legal EU regulations related to food safety;
 - follow the good farming practice in line with the regulation of the Government of the Slovak Republic No. 389/2005 Coll. on good farming practice;
 - inform the Consumer about any use of prohibited preparations in or in relation to the commodity, immediately after its identification, also in the case when the Supplier is not a grower of the supplied commodity;
 - ensure that the origin of the commodity is documented and verifiable (from the seed which the commodity was grown from up to the transfer of the ownership right from the Supplier to the Consumer);
 - supply only such commodity which meets the requirements of the resolution of the Government of the Slovak Republic No. 438/2006 Coll. on undesirable substances in fodder and on other indicators of safety and usability of fodder, as amended.
- 4.2 During the storage of the commodity, the Supplier shall:
- store the commodity in harmony with legal regulations and technical standards of the Slovak Republic and of the European Union in order to prevent its damage, devaluation, destruction or deterioration of its quality;

- b) make sure the equipment and buildings in which the commodity is stored are clean and in good condition;
 - c) have a programme in place at the commodity storage place aimed at elimination of pests and apply it efficiently, and have a confirmation of efficiency of the programme;
 - d) use only permitted pesticides;
 - e) use toxic baits only in the form of solid blocks and not use them in any other form (granules, powder, etc.);
 - f) secure the storage place against rodents, birds and other animals, in particular by closing the door, nets on the ventilating equipment, by closing any other openings and cracks.
- 4.3. The Supplier undertakes to duly keep and store any records proving the compliance with procedures pursuant to the Section 4.1 and 4.2 and to submit these to the Consumer on request. Records pursuant to the previous sentence shall mainly be understood as any records proving that the procedures applied during the growth, storage and other treatment meet the conditions of the Consumer and relevant standards and records on filling individual storage places so that the origin of the commodity is traceable.

Article II

Basic business terms and conditions for the supply of the commodity

1. Commodity volume

- 1.1 The Supplier shall supply the commodity to the Consumer in an agreed volume according to the Contract, with regard to the agreed deviation.
- 1.2 If the Supplier has supplied the commodity to the Consumer in a volume exceeding the volume pursuant to the Section 1.1 and the Consumer has not rejected such supply and has accepted it, the Contracting Parties have agreed that the arrangements of the Contract shall apply on the supply of such commodity (exceeding the volume pursuant to the Section 1.1).

2. Supply time and place

- 2.1 Individual supplies of the commodity shall be performed based on the SS submitted by the Consumer to the Supplier. The SS shall contain the supply date, volume, data about the supply parity including the supply point. If the Consumer wishes to be supplied the commodity with qualitative parameters above the acceptable values according to the Quality Specification stated in the Article I (2) or (3) (hereinafter referred to as the "commodity intended for post-harvest treatment"), he undertakes to always make a separate SS in relation to the supply of such commodity, separately from the SS for supplies of the commodity in line with the Quality Specification, and expressly state that they are supplies of the commodity intended for post-harvest treatment. SS shall not be considered as a proposal to conclude purchase contracts, but only a more detailed specification of the conditions under which the agreed commodity volume should be delivered. The Consumer shall deliver the SS to the Supplier personally, by mail, fax, or e-mail. A duly delivered SS shall be binding for the Contracting Parties and the Supplier undertakes to perform all commodity supplies in line with the SS, i.e. to deliver the commodity to the Consumer in the agreed quality, time, parity and supply point in harmony with the SS.
- 2.2 The supply point shall be the contractual Consumer's storehouse or a different place specified by the Consumer in the SS, unless agreed otherwise; the transport of the commodity shall be ensured in view of the Incoterms@2010 business terms and conditions clause in accordance with the SS.
- 2.3 If the Supplier has failed to supply the commodity in line with the SS, the Consumer shall be entitled to refuse the supply and not to accept it. In such case, the Supplier shall bear all costs related to the transport and return of the commodity to the Supplier.
- 2.4 If, in accordance with the SS, the supply parity agreed upon in the Contract has changed from DAP Incoterms@2010 to FCA Incoterms@2010, the Consumer shall be entitled to compensation of commodity transport costs.
- 2.5 If, in accordance with the SS, the supply parity agreed upon in the Contract has changed from FCA Incoterms@2010 to DAP Incoterms@2010, the Supplier shall be entitled to compensation of commodity transport costs.

3. Supply transport

- 3.1 If the commodity transport is provided by the Consumer, the Supplier shall check:
 - a) the identification data of the furnished vehicle (hereinafter referred to as the "Vehicle") and the identity of the driver of such vehicle in order to verify his/her authorization to perform transport of the commodity for the Consumer;
 - b) cargo space for the commodity in order to verify that there is no other commodity or no other products;
 - c) the cleanliness of the vehicle, the form of securing the impossibility for the commodity to be devalued during its transportation to the supply point, mainly if the vehicle has not transported any toxic, hazardous material, industrial fertilizers, etc.;
 - d) proper coverage of the transported commodity by a sheet in the case of using a lorry, trailer or semi-trailer;
 - e) sealing of the vehicle in order to prevent any losses during the transportation;
 - f) weight of the loaded vehicle which cannot exceed the maximum acceptable weight in line with the legislation effective at the commodity loading point, during transportation up to the commodity unloading point. The Supplier shall record the facts pursuant to c) and d) in the delivery note. If the Supplier has identified any shortcomings during the check, he shall inform the Consumer thereof before loading the commodity on the vehicle; if he has identified any shortcomings in securing the commodity during its transportation and its covering with a sheet, he shall inform the Consumer immediately after finding out such shortcoming and act based on the Consumer's instructions. The Supplier is not entitled to load the commodity on a vehicle in relation to which he has identified any shortcomings, and is not entitled to send the commodity for transportation if he has

identified any shortcomings in its securing, without an approval of the Consumer. If the Supplier has failed to inform the Consumer about any shortcomings, the Supplier shall be liable for any defects of the commodity pursuant to the Section 6, the second sentence.

3.2 If the commodity transport is provided by the Supplier, the Supplier undertakes to:

- a) use a vehicle suitable for transportation of agricultural commodities in grain form, with a certificate of approval to use the vehicle for transportation of agricultural commodities in grain form and with a hygiene compliance certificate; he shall not use a vehicle which has transported any toxic, hazardous material, industrial fertilizers, etc.;
- b) make sure that all vehicles intended for transportation of the commodity are clean, properly secured and securing the impossibility for the commodity to be devalued during its transportation to the unloading point;
- c) transport the commodity separately from any other products;
- d) keep any documents proving the type of goods transported in the vehicle and records of cleaning the vehicle, and furnish these to the Consumer on request;
- e) transport such volume of the commodity in the vehicle to ensure that the weight of the loaded vehicle does not exceed the maximum acceptable weight in line with the legislation effective at the commodity loading point, during transportation up to the unloading point;
- f) make sure that the vehicle is regularly cleaned and disinfected and make sure that no remains and smell from the previous transported material has remained in the containers or semi-trailer tanks; the vehicle's day book shall contain all records on cleaning and disinfection of the vehicle;
- g) make sure that the vehicle driver presents a record of transportation of the last three loosely loaded supplies on request.

4. Supply acceptance:

- 4.1 The Supplier shall deliver a properly filled-in delivery note with each supply of goods, while its sample forms the Annex 1 of these GBTC. Properly filled-in delivery note shall be understood only as a legible delivery note with correctly, truly and completely filled-in data pursuant to the Section 4.2.
- 4.2 The delivery note shall contain a correct number of internal order of the Consumer (hereinafter referred to as the "order") which the Consumer has reported to the Supplier after signing the Contract, records pursuant to the Section 3.1 (c) and (d), completely and correctly filled-in part "Sustainability" (when entering the GHG emissions value, the Supplier's own calculation shall be used or the values of NUTS2), commodity type and weight (net, tare, gross).
- 4.3 If a properly filled-in delivery note has not been delivered together with the supply, the Supplier shall be entitled to refuse the commodity supply and not to accept it. In such case, the Supplier shall bear all costs related to the transport and return of the commodity to the Supplier.
- 4.4 The Consumer or his business partner shall confirm acceptance of the supplied commodity in writing in the delivery note.
- 4.5 The Contracting Parties have agreed that if the Supplier has violated his obligation to state a correct order number pursuant to the Section 4.2 in the delivery note, he undertakes to pay to the Consumer a contractual fine of €10 for every single violation of this obligation.

5. Ownership

- 5.1 The Supplier undertakes to make sure that at the time of transfer of the ownership right onto the Consumer, the commodity is in his exclusive ownership and is not burdened by any right of a third person.
- 5.2 The ownership right to the commodity shall be transferred from the Supplier onto the Customer at the moment of unloading the commodity at the supply point.
- 5.3 The Contracting Parties have also agreed that in the case of supplying the commodity intended for post-harvest treatment, the ownership right to the commodity shall transfer from the Supplier onto the Consumer at the moment of a proper provision of the Agreed Services pursuant to the Article VI.

6. Liability for damage

The Supplier shall be liable for any damage the commodity has at the moment when the risk of damage to the commodity is transferred onto the Consumer (depending on the supply condition agreed upon for the particular supply of the commodity). If the Consumer has found out during weighing or after unloading the commodity at the unloading point that the commodity has any defects, it shall be understood that the commodity had the defects at the time of its loading on the vehicle.

Article III

Purchase price and payment conditions

1. The weight of the commodity identified on officially verified scale at the commodity unloading point, modified in the form pursuant to these GBTC, and the quality identified by the Consumer or a contracting partner of the Consumer shall be decisive for calculation of the total purchase price for the commodity.
2. The purchase price shall contain the Supplier's costs related to loading of the commodity on a vehicle transporting the commodity to the unloading point and if the transport of the commodity to the unloading point is ensured by the Supplier, i.e. if the unloading point is at the same time the supply point, then also the costs of transport of the commodity to the unloading point.
3. The purchase price does not include a relevant value added tax which will be specified in line with relevant legal regulations.

4. The Supplier shall be entitled to payment of the purchase price if the following conditions are met simultaneously:
 - a) The Supplier has properly supplied the commodity, in line with the Contract, to the agreed supply point, namely for the commodity which has been supplied in line with the delivery note confirmed by the Consumer or a Consumer's contractual partner;
 - b) The Supplier has delivered to the Consumer a truthfully, correctly and completely filled-in delivery note pursuant to the Article II, Section 4.1 and 4.2;
 - c) The Supplier has delivered to the Consumer, not later than together with the first invoice for the supplied commodity, a truthfully and completely filled-in agronomic card the template of which forms the Annex 3 of these GBTC; the Supplier shall deliver the agronomic card to the Consumer only on request of the Consumer; and
 - d) The weight of the supplied commodity has been determined in line with the Article I, Section 2.4.1 or 3.4.1 or if it is the supply of the commodity intended for post-harvest treatment pursuant to the Article VI, Section 2.2 or 3.2.
 5. The Consumer undertakes to pay the purchase price to the Supplier, after the Supplier has become entitled to its payment, in the period in line with the Contract which shall start lapsing from the delivery date of an invoice by the Supplier.
 6. The Supplier shall issue an invoice based on the bill delivered by the Consumer. The Supplier shall issue one summary invoice for the whole accounting period. The accounting period shall usually be a calendar week (Monday to Sunday, included); however, if a calendar week is not in the same calendar month, the accounting period shall be the part of the calendar week which starts and finishes in the same calendar month. The Consumer shall prepare the bill and deliver it to the Supplier:
 - a) on Tuesday following after the end of the accounting period outside the harvest time, if the accounting period lasts 7 calendar days;
 - b) on Thursday following after the end of the accounting period during the harvest time, if the accounting period lasts 7 calendar days;
 - c) within 2 business days following after the accounting period outside the harvest time, if the accounting period lasts shorter than 7 calendar days; or
 - d) within 5 business days following after the accounting period during the harvest time, if the accounting period lasts shorter than 7 calendar days.
- The harvest time of cole is from 15 June to 31 August and the harvest time of corn is from 15 September to 30 November.
7. The Consumer's bill shall contain a summary of supplies, including the number of the internal order form of the Consumer, weights of individual supplies, basic qualitative parameters in relation to each supply, unit price of individual supplies, any performed price or weight deductions and the total purchase price of the accepted commodity after performing the deductions.
 8. The Supplier undertakes to issue an invoice exclusively based on the bill delivered by the Consumer, in line with legal regulations, and deliver it to the Consumer not later than 3 business days after the delivery of the bill. The Consumer shall be entitled to immediately reject an invoice which does not correspond to the data specified in the bill or which does not have all particulars specified by legal regulations, or if the invoice contains incorrect data, stating the missing particulars or identifying the incorrect data. In such case the maturity period shall be interrupted and a new maturity period shall start lapsing on the date of delivering a revised invoice to the Consumer.
 9. If the Supplier has violated his obligation to issue and deliver an invoice to the Supplier pursuant to the Section 8, the first sentence, he undertakes to pay the contractual fine to the Consumer in the amount of €100 for each invoice issued and delivered in contradiction to the specified conditions.
 10. The Supplier undertakes that when issuing invoices for each billing period he shall proceed in accordance with the principles of true and fair representation of the carried fulfillment by course of Act. No. 431/2002 Coll. on Accounting, as amended, and will not intentionally modify invoicing of the goods supplied so that the taxable amount on the invoice did not reach 5 000 EUR in accordance with Article 69 point. 12 letter f) of Act no. 222/2004 Coll. on Value Added Tax, as amended (especially by violating the obligation to issue one summary invoice for the whole accounting period pursuant to the Section 6, second sentence), in order to purposefully avoid transfer of tax liability and gain an undue tax advantage.
 11. If the Supplier has violated his obligation to issue one summary invoice for the whole accounting period pursuant to the section 6, second sentence or if the Supplier has violated his obligation to proceed with invoicing pursuant to the section 10 in any other way that, he undertakes to pay the contractual fine to the Consumer in the amount of 1 000 EUR for each invoice issued and delivered in contradiction to the specified conditions.

Article IV

Quality and quantity control, filing claims in relation to defects of the commodity

1. The Supplier shall supply the commodity in the amount and quality according to the Contract and these GBTC.
2. Before unloading the commodity at the unloading point, the Consumer (in person or through his contracting partner) undertakes to perform a control of qualitative parameters of the commodity in order to find defects of the commodity such as humidity above the required limit and nonconforming organoleptic qualities, increased content of impurities, harmful weed and mycotoxines, causing its uselessness or use with higher Consumer's costs. If the commodity has defects pursuant to the previous sentence, the Consumer shall be entitled to reject such supply of the commodity and not to accept it; this shall not apply if a supply of the commodity intended for post-harvest treatment has been agreed upon according to the SS.
3. If nonconforming qualitative parameters have been identified during the control of the commodity pursuant to the Section 2, the

Consumer undertakes to notify the Supplier thereof before rejecting the supply and the Supplier shall be entitled to control the qualitative parameters of the commodity at the unloading point. The Contracting Parties have agreed that if:

- a) the Supplier agrees with the statement of the Consumer regarding the quality of the commodity before its unloading and there is no agreement about a deduction in the purchase price of the commodity supply between the Parties as a result of non-compliance with qualitative requirements, the Consumer shall have the right to reject the supply;
 - b) the Supplier has agreed with the statement of the Consumer regarding the quality of the commodity before its unloading, the commodity is usable for the Consumer and there has been agreement between the Parties regarding a deduction in the price or an agreement about determining the weight of the supply for the purposes of calculation of the purchase price, the Consumer shall accept the supply;
 - c) the Supplier does not agree with the statement of the Consumer regarding the quality of the commodity before its unloading and there has been no agreement between the Contracting Parties regarding the quality of the commodity not later than 24 hours after notification of the statement of the Consumer to the Supplier, the Consumer shall take a sample from the commodity supply, with a representative of the Supplier present, in which he shall perform an analysis of qualitative parameters, or such sample shall be divided submitted for an analysis similarly to the archive sample pursuant to the Section 9; the supply shall not be considered as accepted as a result of sampling and making an analysis of the sample.
4. When accepting the supply, the Consumer undertakes to take two samples of the particular supply, out of that one archive sample and one sample determined for laboratory analyses. The Consumer undertakes to properly identify both samples and to store the archive sample for the period of 14 days after the commodity supply date. The Supplier agrees that he has been made familiar with the form of storing this sample and has no objections. The minimum weight of the archive sample is 1 kilogram.
5. The Consumer undertakes to perform sampling pursuant to the Article I, Section 2.2 or 3.2. The Consumer undertakes to use the testing methods specified in the Article I, Section 2.3 or 3.3 for individual analyses.
6. As a part of analyzing the samples, the Consumer shall also be entitled to check the content of oil in cole and starch in corn. The Consumer undertakes to inform the Supplier about an outcome of any potential analyses performed, as a part of billing pursuant to the Article III (7).
7. If the qualitative parameters of the supplied commodity are not meeting the required criteria according to the Quality Specification stated in the Article I, the Consumer shall be entitled to make a weight or price deduction pursuant to the Article I, decreasing the purchase price of the supplied commodity in the manner specified therein.
8. If the supply of the commodity intended for post-harvest treatment has not been agreed upon according to the SS and the commodity has other defects than an increased content of impurities or humidity pursuant to the Article I, the Consumer shall be entitled to report these defects to the Supplier, not later than 10 days after the date of identification of these defects and file a claim for an appropriate deduction from the purchase price. In the event of making a written complaint, the Consumer shall be entitled to require an appropriate deduction from the purchase price as well as a potential claim for compensation of the damage incurred to him as a result of the faulty commodity supply. The Contracting Parties have agreed that the arrangement pursuant to this Section shall not affect other entitlements of the Consumer from any defects of the commodity pursuant to relevant legal regulations. The Consumer undertakes to attach a document proving the outcomes of a quality analysis to the written letter of complaint.
9. If the Supplier does not agree with the statement of the Consumer regarding the quality of the supplied commodity pursuant to the Section 7 or 8, he shall notify the Consumer thereof in writing not later than 3 days after receiving the quality analysis outcomes, with an exact specification of the supply under claim. If there is no agreement of the Contracting Parties regarding the quality of the supplied commodity within 10 days after the delivery of a written notification pursuant to the previous sentence, the Consumer shall divide the archive sample taken pursuant to the Section 4, with a Supplier's representative present, into four parts, while the Consumer shall give one part of the archive sample to the Supplier, two parts are for the Consumer and the Consumer shall send one part for testing to the accredited laboratory. The accredited laboratory is:
- a) for an analysis of the archive cole sample - BEL/NOVAMANN International s.r.o., registered office: Továrenská ul. č. 14, 811 09 Bratislava, Company ID: 31 329 209;
 - b) for an analysis of the archive corn sample: EL spol. s r.o., registered office: Radlinského No. 17A/1575, 052 01 Spišská Nová Ves, Company ID: 31 652 859.
- If the Supplier has refused to participate in dividing the archive sample or if he has failed to come on an agreed date, the Consumer shall be entitled to divide the archive sample without the Supplier present, and the Consumer undertakes to write a protocol thereof.
10. The outcomes obtained by the accredited laboratory within the reproducibility of the particular method shall be binding for the Contracting Parties. The costs of the analysis of the sample in the accredited laboratory shall be borne by the Contracting Party whose statement has not been proved in the analysis; this shall not apply if it is an analysis of a sample of unloaded commodity pursuant to the Section 3 (c), while the costs of such analysis shall be borne by the Supplier.
11. If any defects have been found in a repeated analysis of a sample of the commodity, which is not yet unloaded, or in an analysis in the accredited laboratory pursuant to the Section 2, the first sentence, the Supplier shall bear all costs connected to the inspection of the commodity before its unloading at the unloading point, including any potential costs of delays of the vehicle as a result of waiting for a commentary of the Supplier and the costs of outcomes of the analyses made.

Article V Sustainability

1. Since the Consumer is a holder of certificates proving compliance with the sustainability criteria, it is necessary that the Supplier meets the sustainability criteria as well.
2. The Supplier who is the commodity grower shall:
 - a) deliver to the Consumer a truthfully and completely filled-in form in which he shall *inter alia* represent that he applies the cross compliance system and has the necessary documentation available to prove it;
 - b) have an audit performed regarding meeting the sustainability conditions which will be performed by the Consumer, auditors of certification authorities or ISCC auditors anytime during the Contract duration as well as in the period of 5 years after its termination (Section 5.);
 - c) supply exclusively the commodity from his own agricultural production.
3. As a part of the audit performed at the Supplier's who is the grower of the commodity, the Supplier undertakes to present particularly the following documents proving that sustainability system requirements have been met:
 - a) full list of lots on which the Supplier is growing the commodity;
 - b) application for a subsidy filed at the Agricultural Paying Agency in 2007, containing the application number and the list of lots stated in the application along with their sizes;
 - c) application for a subsidy filed at the Agricultural Paying Agency in the year when an audit was performed, containing the application number and the list of lots stated in the application along with their sizes;
 - d) list of protected areas where the Supplier is growing the commodity, stating the requirements for their protection;
 - e) ortophotograph map in relation to all lots pursuant to (a) or other documents proving that there has been no change in the use of these lots since 1 January 2008;
 - f) Supplier's declaration of approval with the audit;
 - g) Contract with the Consumer, all delivery notes and weight statements or other documents proving the commodity supply.
4. The Supplier who is not the commodity grower shall have a certificate valid at the time of the commodity supply proving that sustainability criteria have been met, while the certificate shall be equal to the certification system specified upon Contract conclusion, and this certificate shall be disclosed, at the time of the commodity supply, on the following web pages: <http://www.iscc-system.org>, <http://www.redcert.org>, <http://www.shmu.sk>, or on a different equally trustworthy web page .
5. The Supplier undertakes to store all documents necessary to prove meeting the sustainability systems requirements for at least 10 years after termination of the Contract.

Article VI

Supply of the commodity intended for post-harvest treatment and Agreed Services

1. Supply conditions of the commodity (corn, cole) intended for post-harvest treatment

- 1.1 If, according to the SS, the Supplier is supposed to deliver the commodity intended for post-harvest treatment, it shall be understood that at the time of the commodity supply Supplier has asked the Consumer for the provision of cleaning and drying services in the extent pursuant to the Section 2.1 or 3.1 and the Consumer undertakes to provide these services to the Supplier (hereinafter referred to as the "Agreed Services"). The Contracting Parties have agreed that the Consumer will provide the Agreed Services in the contractual storehouse of the Consumer, i.e. ENVIRAL, a.s. in Trnavská cesta, Leopoldov, after supplying the commodity.
- 1.2 In the case of provision of at least one of the Agreed Services, the samples pursuant to the Article IV, Section 4 of these GBTC shall be taken upon receiving the commodity supply before the provision of the Agreed Services. All samples taken shall be properly identified, while the archive sample taken during the reception of the commodity supply before the provision of the Agreed Services shall be stored with the Consumer not more than for 24 hours after receiving the commodity.
- 1.3 The Contracting Parties have agreed that upon receiving the commodity, the Consumer shall measure its humidity. If the Supplier disapproves of the statement of the Consumer regarding the humidity of the supplied commodity, the Supplier shall be entitled to dispute the commodity humidity recorded by the Consumer in the delivery note pursuant to the previous sentence and to come to the unloading point in order to repeatedly measure the commodity humidity together, while the humidity shall be repeatedly measured not later than 24 hours after receiving the commodity.

2. Weight determination form regarding the corn intended for post-harvest treatment and provision of Agreed Services.

- 2.1 In the case of a supply of corn intended for post-harvest treatment, the volume of the supplied corn shall be modified for the purposes of determining the purchase price for the supply, depending on qualitative parameters of the supplied corn as follows:

Humidity	Impurities up to 1.0%		Impurities at least 1.1%	
	Weight determination	Provided service type	Weight determination	Provided service type
Up to 14.0%	no	-	yes	cleaning

At least 14.5%	yes	drying	yes	cleaning and drying
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2.1.1 Humidity:

- a) if the corn humidity is not higher than 14.0%, the volume of the supplied corn shall not be modified; in such case the Consumer shall not provide the services of corn cleaning and drying and he shall not be entitled to be paid any remuneration for corn cleaning and drying;
- b) if the corn humidity is at least 14.5%, it shall be understood that the Supplier has asked the Consumer for provision of the corn drying services, for which the Consumer shall be entitled to a compensation pursuant to the Section 4.1 (b); in such case the volume of the supplied corn shall be determined in the form pursuant to the Section 2.2 with regard to the higher humidity;

2.1.2 Impurities:

- a) if the content of impurities is not higher than 1.0%, the volume of the supplied corn shall not be modified; in such case the Consumer shall not provide the services of corn cleaning and drying and he shall not be entitled to be paid any remuneration for corn cleaning and drying;
- b) if the content of impurities is at least 1.1%, it shall be understood that the Supplier has asked the Consumer for provision of the corn cleaning services, for which the Consumer shall be entitled to a compensation pursuant to the Section 4.1 (a); in such case the volume of the supplied corn shall be determined in the form pursuant to the Section 2.2 with regard to the higher content of impurities;

2.2. The Contracting Parties have agreed that for the purposes of calculation of the purchase price, the corn supply weight shall be determined according to the following formula:

$$B = A \times (100 - \text{measured humidity in } \%) : 86 \times [(101 - \text{measured impurities in } \%) : 100]$$

A - corn weight measured when unloaded from a vehicle at the unloading point;

B - corn weight for the purposes of calculation of the purchase price.

3. Weight determination form regarding the cole intended for post-harvest treatment and provision of Agreed Services.

3.1 In the case of a supply of cole intended for post-harvest treatment, the volume of the supplied cole shall be modified for the purposes of determining the purchase price for the supply, depending on qualitative parameters of the supplied cole as follows:

Humidity	Impurities up to 2.0%		Impurities at least 2.1%	
	Weight determination	Provided service type	Weight determination	Provided service type
Up to 8.0%	no	-	yes	cleaning
At least 8.1%	yes	drying	yes	cleaning and drying

3.1.1 Humidity:

- a) if the cole humidity is not higher than 8.0%, the volume of the supplied cole shall not be modified; in such case the Consumer shall not provide the services of cole cleaning and drying and he shall not be entitled to be paid any remuneration for cole cleaning and drying;
- b) if the cole humidity is at least 8.1%, it shall be understood that the Supplier has asked the Consumer for provision of the cole drying services, for which the Consumer shall be entitled to a compensation pursuant to the Section 4.2 (b); in such case the volume of the supplied cole shall be determined in the form pursuant to the Section 3.2 with regard to the higher humidity;

3.1.2 Impurities:

- a) if the content of impurities is not higher than 2.0%, the volume of the supplied cole shall not be modified; in such case the Consumer shall not provide the services of cole cleaning and drying and he shall not be entitled to be paid any remuneration for cole cleaning and drying;
- b) if the content of impurities is at least 2.1%, it shall be understood that the Supplier has asked the Consumer for provision of the cole cleaning services, for which the Consumer shall be entitled to a compensation pursuant to the Section 4.2 (a); in such case the volume of the supplied cole shall be determined in the form pursuant to the Section 3.2 with regard to the higher content of impurities.

3.2 The Contracting Parties have agreed that for the purposes of calculation of the purchase price, the cole supply weight shall be

determined according to the following formula:

$$B = A \times (100 - \text{measured humidity in \%}) : 92 \times [(102 - \text{measured impurities in \%}) : 100]$$

A - cole weight measured when unloaded from a vehicle at the unloading point;

B - cole weight for the purposes of calculation of the purchase price.

4. Remuneration for provision of the Agreed Services and payment conditions

- 4.1 The Supplier undertakes to pay remuneration to the Consumer for provision of the Agreed Services in the following amount:
 - a) €1.40 for 1 ton of the corn cleaning; and
 - b) €1.40 for 1 ton of the tonne/percentage of corn humidity above 14.0% for drying, i.e. remuneration determined by the formula $B = 1.4 \times (A - 14)$, where **A** means the humidity of corn measured when unloaded from the transport vehicle at the unloading point and **B** is the amount of the remuneration in EUR per 1 ton of corn drying.
- 4.2 The Supplier undertakes to pay remuneration to the Consumer for provision of the Agreed Services in the following amount:
 - a) €1.90 for 1 ton of the cole for cleaning; and
 - b) €1.90 for 1 ton of the tonne/percentage of cole humidity above 8.0% for drying, i.e. remuneration determined by the formula $B = 1.9 \times (A - 8)$, where **A** means the humidity of cole measured when unloaded from the transport vehicle at the unloading point and **B** is the amount of the remuneration in EUR per 1 ton of cole drying.
- 4.3 The weight of the commodity before the provision of the Agreed Services shall be decisive for determining the amount of remuneration for the provision of the Agreed Services.
- 4.4 The entitlement of the Consumer to remuneration for the Agreed Services shall be bound by their proper provision.
- 4.5 The remuneration for provision of the Agreed Services shall be payable based on a Consumer's invoice not later than 7 days after its delivery to the Supplier.
- 4.6 Provision of the Agreed Services shall be a separate obligation of the Consumer which shall not relieve him from his obligations pursuant to the Contract.

Article VII Special provisions

1. If the Supplier has failed to supply the commodity duly and in due time, the Consumer shall be entitled to purchase the commodity from a third person, while the Consumer shall be entitled to request compensation of any damage, caused by purchasing the commodity from the third person, from the Supplier; the Contracting Parties have agreed that the amount of the damage shall be equal to a positive difference between the purchase price, which the Consumer will demonstrably buy the commodity for from the third person, and the commodity purchase price pursuant to the Contract. The Supplier undertakes to compensate the Consumer for damage in the amount of the difference pursuant to the previous sentence. The Consumer shall be entitled to act pursuant to the first sentence also in the case when a non-performance or a delay of the Supplier has been caused by an obstacle which occurred independently from the will of the Supplier and prevents him from meeting his obligation.
2. The Supplier undertakes to ensure that his employees and employees of the Supplier's carrier follow the rules specified in "The requirements for occupational safety, protection against fire and of environment for employees of other companies working in the territory of BH Leopoldov, production companies of ENVIRAL a.s., MEROCO a.s., POLNOSERVIS a.s., RAILTRANS a.s. and ENAGRO a.s. Trnavská cesta, 920 41 Leopoldov" in the premises of the Consumer's contractual partners. The above-mentioned material is available on the web page of the Consumer's contractual partner of www.enviral.sk.
3. The Contracting Parties undertake to provide any necessary cooperation in fulfillment of the obligations from the Contract and to report to each other any circumstances and information which may have an effect on meeting the conditions agreed upon in the Contract.
4. The Contracting Parties have agreed that they will use all information which they provide to each other in relation to the Contract and which they identify as confidential, or from the nature of which it will be obvious that it is confidential information, only in connection to fulfilling their obligations and exercising their rights pursuant to the Contract or in securing the protection of their rights pursuant to the Contract, and shall not use them in contradiction to their purpose; however, provision of information to third persons, in the cases and in the extent specified by legal regulations, or to third persons who are or will be (based on law or based on an agreement with the Contracting Party providing the information) bound by the confidentiality obligation shall not be considered as a violation to this obligation. This obligation of confidentiality and secrecy shall apply also after the termination of the Contract.
5. The Consumer shall have the right to anytime offset any payable financial claim which he will have towards the Supplier against any payable financial claim of the Supplier towards the Consumer.
6. The Claim for payment of contractual penalty in line with this Contract shall arise only if, the aggrieved Party shall ask in writing the Party in default for payment of contractual penalty; this claim is due within the period specified in the written notice for the payment of contractual penalty. The Parties agree that the claim for payment of contractual penalty shall not affect the right of the Contracting Party for the compensation of a damage in its entirety (and also damage exceeding the contractual penalty) it incurs as a result of breach of duty (which is secured by contractual penalty) by the violating Party.

Article VIII

Supplier's Warranties

1. By signing the Contract the Supplier warrants by his signature that in his case and with respect to the Supplier being natural person in case of legal entity in which the Supplier acts as a statutory representative, member of statutory body or as a shareholder and with respect to the Supplier being legal entity in case of a person who acts as a statutory representative, member of statutory body or as a shareholder of the Supplier, or in case of an entity in which Supplier's statutory representative, member of statutory body or shareholder acts as a statutory representative, member of statutory body or as a shareholder, there is no ground for termination of currently existing registration for value added tax duty pursuant to Act No. 222/2004 on value added tax as amended („Act on VAT“), in particular on the ground that he does not conduct or has ceased to conduct business pursuant to Section 3 of Act on VAT, repeatedly within a calendar year fails to submit value added tax return or VAT control statement, repeatedly within a calendar year fails to settle own value added tax duty, is repeatedly not reachable at the address of registered office, place of business or in business premises or repeatedly breaches obligations in the course of tax supervision pursuant to Act on VAT. The Contracting Parties stipulate that the warranties provided in the previous sentence are deemed to be repeated in every moment of duration of the Contract or until the termination of tax duty of Supplier pursuant to Act on VAT concerning the Contract.
2. By signing the Contract the Supplier acknowledges that pursuant to Section 7b (5) of Act No. 82/2005 on illegal work and illegal employment and on amendment and supplementing of several statutes as amended (“Act on illegal employment”) the Consumer may not accept and receive work or service from a Supplier illegally employing natural persons. Therefore the Supplier declares by signing the Contract that he is not a subject illegally employing natural person pursuant to Section 7b (5) of Act on illegal employment.
3. The Contracting Parties acknowledge that the Supplier asked the Consumer to rely upon veracity, completeness and correctness of warranties specified in Section 1. and second sentence of Section 2. hereof when signing the Contract. The Consumer undertakes to perform the conduct pursuant to the previous sentence as requested by the Supplier.
4. The Supplier undertakes to indemnify and hold the Consumer harmless from costs and damage arising as a result of relying upon veracity, completeness and correctness of the warranties specified in Section 1. and second sentence of Section 2. hereof (indemnity clause), in particular in case where as a result of inveracity, incompleteness or incorrectness of warranties specified in Section 1. hereof the Consumer will act as a surety for tax duty pursuant to Section 69b of Act on VAT as a person obliged to pay tax to tax authority pursuant to Section 69 (14) (b) of Act on VAT or in case where as a result of inveracity, incompleteness or incorrectness of Supplier's warranty specified in the second sentence of Section 2. hereof the Consumer will be subject to fine pursuant to Section 7b (7) of Act on illegal employment (or pursuant to other law imposing fine for breach of obligation pursuant to Section 7b (5) of Act on illegal employment).
5. In case any of the warranties specified in Section 1. and second sentence of Section 2. hereof becomes untrue, incorrect or incomplete, the Supplier undertakes to inform the Consumer about such circumstance without undue delay after gaining knowledge about it.
6. In case a fine is imposed with final effect to the Consumer pursuant to Section 7b (7) of Act on illegal employment (or pursuant other law imposing fine for breach of obligation pursuant to Section 7b (5) of Act on illegal employment), the Parties to the Contract have agreed that claim of the Consumer for compensation of costs and damage pursuant to Section 4. hereof is considered to be due upon the day when the decision on imposing of fine becomes final. The Consumer has right to set off his claim for compensation of damage in the amount of paid fine and all costs pursuant to Section 4. hereof against a claim of the Supplier for payment of remuneration for supplied works or services by means of deducting it from the next following due remuneration or remunerations for supplied works or services.
7. The Consumer undertakes to inform the Supplier in writing without undue delay after payment of the fine pursuant to Section 6. hereof about such circumstance, specifying the date of payment and the next following due remuneration or subsequent remunerations of the Supplier which will be set off against compensation for damage in the amount of paid fine and all connected costs pursuant to Section 6. hereof The decision on imposing of fine with indication of its final effect shall be enclosed with the notice.
8. The Supplier undertakes to provide to the Consumer for inspection at any time in the course of duration of the Contract upon Consumer's request documents and personal data of natural persons involved in providing of works and services to the Consumer in the extent necessary for the Consumer to verify whether the Supplier violates prohibition of illegal employment pursuant to Act on illegal employment, in particular Section 7b (5) of this Act.
9. In case the Consumer determines from the documents provided pursuant to Section 8. hereof that the Supplier is in breach of Section 7b (5) of Act on illegal employment, the Consumer may withdraw from the Contract.
10. The Supplier further undertakes to indemnify and hold the Consumer harmless from any costs and damage being a result of obligation to pay the fine or additional payments pursuant to Section 7b (2) of Act on illegal employment. The Parties to the Contract have agreed that such claim of the Consumer is considered to be due upon arising of the claim for compensation of costs or damage.

11. The Contracting Parties have agreed that in case a fine or obligation to additional payments is imposed with final effect to the Supplier pursuant to Section 7b (2) of Act on illegal employment and in case such obligation is transferred to the Consumer, the Consumer may set off his claim for compensation of damage in the amount of paid fine and all additional payments pursuant to paragraph 10 or in the amount of all additional payments and all related costs pursuant to Section 10. hereof against a claim of the Supplier for remuneration for works or services by deducting from the next following due remuneration or remunerations of the Supplier for supplied works or services.
12. The Consumer undertakes to inform the Supplier in writing without undue delay after payment of the fine or of additional payments pursuant to Section 11. hereof about such payment, specifying the date of payment and the next following due remuneration or several remunerations of the Supplier against which the sum of paid fine and additional costs pursuant to Section 10. hereof or additional payments and all related costs pursuant to Section 10. hereof will be deducted as a result of set-off performed pursuant to Section 11. hereof.
13. The Supplier undertakes at any time in the course of duration of the Contract upon request of the Consumer to provide for inspection a record from the Commercial Register issued not sooner than 30 days prior to its providing.
14. The Supplier warrants by signing of the Contract his ownership of the bank account specified in the heading of the Contract and undertakes to use solely this number of bank account in the invoices drawn pursuant to the Contract.

Article IX Settlement of disputes

The Contracting Parties have agreed that they will submit any disputes arising from the legal relationships resulting from or related to the contract, including all secondary legal relations, claims for surrendering any unjustified enrichment, claims for damage compensation, disputes regarding the validity, interpretation, termination of the Contract or this arbitration clause, for a decision exclusively to the Arbitration Tribunal established at Arbitration tribunal, s.r.o., registered office: Strážnická 3, 811 08 Bratislava, Company ID: 44 455 453, pursuant to the provisions of the Rule of Procedure and the Statute of the Arbitration Tribunal. The Contracting Parties undertake to obey the arbitration decision; the decision shall be binding for the Contracting Parties.

Article IX Delivery of written communications

1. Delivery of any written communications based on or in relation to the Contract shall be understood as delivery of written communications by registered mail to the address specified pursuant to the Section 2, delivery by a courier or personal delivery to the relevant Contracting Party. The delivery date of any written communication shall be also the date on which the Contracting Party who is the addressee rejected to accept the written communication or on which the three-day period for collection of a consignment, delivered by post to the Contracting Party, expired, or on which a note "the addressee has moved out", "the addressee unknown" or any similar note was demonstrably made by the post on the consignment delivered to the other Contracting Party by post, as long as such note is based on truth, or in the case of delivery by a courier also the date on which the consignment was not delivered to the addressee as a result of not finding him in.
2. Addresses which are written in the heading of the Contract as the registered offices of the Contracting Parties shall be used for the needs of delivery by post, unless the addressee of the written communication has announced to the sending Contracting Party a new registered office in writing or a new address specified for the delivery of written communications. In the event of any change in the address specified for the delivery of written communications based on or in relation to the Contract, the relevant Contracting Party undertakes to immediately inform the other Contracting Party about the change in the address in writing; in such case the new address, properly announced to the Contracting Party before sending the written communication, shall be decisive for the delivery.
3. If any written communication based on or in relation to the Contract is delivered in a different form than by post, it may be delivered also to a different place than at the address specified pursuant to the Section 2, if the Contracting Party is present at the place at the time of the delivery.
4. The Contracting Parties have agreed that the provisions pursuant to the Section 1, 2 and 3 shall have no effect on any potential special agreements between the Contracting Parties regarding sending electronic invoices.

Article X Common and final provisions

1. The Consumer shall be entitled to unilaterally change the wording of these GBTC. Such change shall become effective towards the Supplier by delivering an announcement of such change. After adopting the change in the GBTC, the Consumer shall also immediately disclose the full wording of the GBTC on his web page www.enagro.sk and shall make them available at his registered office in writing.
2. The following documents shall form inseparable parts of these GBTC:
 - a) Annex 1 - template of the delivery note;

- b) Annex 2 - template of Self declaration/Self assessment;
 - c) Annex 3 - template of the agronomic card.
3. Any legal relationships not regulated by the GBTC shall follow relevant provisions of legal regulations of the Slovak Republic.
 4. These GBTC shall become effective when adopted by the Consumer and on the effectiveness date of the Contract, an inseparable part of which they form, in relation to the Supplier.

In Leopoldov, on August 1, 2016

Ing. Robert Spišák, PhD.
Chairman of the Board of Directors
ENAGRO a.s.

Ing. Štefan Tóth
Vice-Chairman of the Board of Directors
ENAGRO a.s.

Annex 1 of the General Business Terms and Conditions of ENAGRO, a.s. for the Purchase of Commodities

Delivery note

Dodací list <small>(delivery document)</small>		Číslo dodacieho listu <small>(No. of delivery doc.)</small>	
Dodávateľ (Seller):		Odberateľ (Buyer):	
IČO:		ENAGRO, a.s	
DIČ/IČ DPH:		Trnavská cesta 920 41 Leopoldov, Slovakia	
		IČO: 43 814 808	
		DIČ/IČ DPH: 2022485641/SK 2022485641	
Kontakt (name):		Kontakt (name):	
Telef. číslo (phone no.):		Telef. číslo (phone no.):	
DÁTUM DODANIA: <small>(Date of delivery):</small>		Číslo objednávky: <small>(Order no.):</small>	
Miesto dodania: (place of delivery):		Číslo zmluvy: (Contract no.):	
Položky dodacieho listu (Items of the delivery document):		KUKURICA (maize) / REPKA (rape seed)	
Popis (Description)		Množstvo (Amount)	
BRUTO			
TARA			
NETTO			
Poznámka (note):			
Kontrola auta (review of the truck):			
kontrola čistoty nákladného priestoru <small>(review of cleanliness of the truck)</small>			
kontrola zakrytia prepravovanej komodity <small>(review of cover of transported commodity)</small>			
INFORMÁCIE Trvalej udržateľnosti (SUSTAINABLE INFORMATION):			
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.)	
Pečiatka, podpis: <small>(Stamp, signature)</small>		Meno a priezvisko vodiča (first name and surname of driver)	
		Podpis vodiča <small>(signature of driver)</small>	Prevzal (received by):
			Pečiatka, podpis: <small>(Stamp, signature)</small>

Annex 2 of the General Business Terms and Conditions of ENAGRO, a.s. for the Purchase of Commodities

Self declaration/Self assessment



ISCC EU Self declaration / Self assessment / Samohodnotenie	Farm/plantation EU / Pestovateľ EU
------------------------------------------------------------------------	-----------------------------------------------

Grower name / <i>Meno pestovateľa</i>	
Trading name of farm / <i>Obchodné meno farmy</i>	
Postcode, location, country/ <i>PSČ, obec, krajina</i>	
Crops / <i>Plodiny</i>	
Total size of farm / <i>Celková veľkosť farmy</i>	
Geo coordinates of the farm, including leased farms (voluntary) <i>GPS súradnice farmy vrátane prenajatých plôch</i>	

No	Required document and information/ <i>Požadovaný dokument, informácia</i>	Confirmed	
		Yes	No*
1	Documentation is available to prove compliance with ISCC requirements including maps of all fields, their sizes, legal right to farm, satellite images proving the land status before 2008, farm records including crop history, plantings, spray applications, fertilizer records, contractual agreements and delivery notes for subcontractors and first gathering points. <i>Dokumentácia je dostupná na preukázanie súladu s požiadavkami ISCC vrátane máp všetkých lánov, ich veľkostí, právnych požiadaviek na farmu, satelitných snímok preukazujúcich status pôdy pred 2008, pestovateľských záznamov vrátane histórie plodín, sejby, aplikácie chemikálií a hnojív, dodávateľských zmlúv a dodacích listov pre subdodávky a prvé zberné miesta.</i>		
2	Do you confirm that there was no land conversion since 1/1/2008 (entire own and leased land)? / <i>Potvrďujete, že nebola vykonaná žiadna konverzia pôdy od 1.1.2008 (celá vlastná alebo prenajatá)?</i>		
3	Do you confirm that no land with high biodiversity value, high carbon stock or peat land has been converted to farmland since 1/1/2008? / <i>Potvrďujete, že žiadna pôda s vysokou hodnotou biodiverzity, vysokým obsahom uhlíka alebo rašeliniska nebola premenená na poľnohospodársku pôdu po 1.1.2008?</i>		
4	The status as a Cross Compliance (CC) farmer can be proved by relevant documentation (e.g. copy of CC application form). / <i>Status farmára podľa Krížového plnenia (CC) môže byť preukázané príslušnou dokumentáciou (napr. kópia prihlášky pre PPA)</i>		

Please mark the applicable box: / *Prosím zaškrtnite príslušné políčko:*

The current default value is used for declaring greenhouse gas emissions / *Používajú sa určené hodnoty na určenie GHG emisií*

Actual calculation is used for declaring greenhouse gas emissions (relevant data is documented and available) / *Používajú sa aktuálne hodnoty na preukázanie GHG emisií (príslušné údaje sú zdokumentované a dostupné)*

I herewith confirm that all legal obligations are being met and that my operations for my entire owned and leased land comply with ISCC requirements. I further accept that auditors from certification bodies or ISCC may verify the compliance with ISCC requirements on my premises.

Týmto sa prihlasujem do skupinového členstva a potvrdzujem, že všetky moje činnosti sú v súlade s požiadavkami ISCC. Ďalej súhlasím, aby audítori certifikačných orgánov a OSCC smelo overiť súlad a požiadavkami ISCC v mojej prevádzke.

Evidence/ findings of the above mentioned requirements are readily available and can be provided during the audit and upon request. / *Dôkazy/ zistenia vyššie spomenutých požiadaviek sú dostupné a môžu byť poskytnuté počas auditu na vyžiadanie.*

Date:

Dátum: _____

Name and signature:

Meno a podpis: _____

*In the case of non-conformities (i.e. answer is "no"), the deviation must be described in the annex (next page) and corrective actions must be formulated. / * *V prípade nezhôd (tzn. odpoveď „nie“), v prílohe (nasledovná strana) musia byť opísané odlišnosti a zafinované nápravné opatrenia.*

Non-conformities/corrective actions Nezhoda/ nápravné opatrenie	Annex Príloha	Farm/ plantation EU Farma/ Pestovateľ
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No	Non-conformity/ finding Nezhoda/ zistenie	Corrective action Nápravné opatrenie	Deadline for implementation Termín uplatnenia	Action implemented/ Opatrenie uplatnené	
				No / Nie	Yes / Áno
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

Place, date, signature Farmer: _____

Miesto, dátum, podpis pestovateľa:

(Please ensure that this page is signed if there are details completed on this page)

(Zabezpečte, aby táto strana bola podpísaná v prípade vyplnenia údajov na tejto strane)

Annex 3 of the General Business Terms and Conditions of ENAGRO, a.s. for the Purchase of Commodities
Agronomic card
SUPPLIER: _____

LOT NAME: _____

SIZE (ha): _____

▶ PRECEDING CROP: _____

▶ FERTILIZATION:

<i>Fertilizer type</i>	<i>Fertilization date</i>	<i>N - P - K dose Of pure nutirent kg/ha</i>	<i>Fertilizer supplier</i>

▶ SEEDING:

<i>Cole/corn hybrid</i>	<i>Seeding date</i>	<i>Seeding unit/ha</i>	<i>Seed supplier</i>

▶ PROTECTION AGAINST HARMFUL PEST:

<i>Pesticide</i>	<i>Application date</i>	<i>Dose per hectare</i>	<i>Pesticide supplier</i>

▶ CROPS (t/ha): _____

 signature, stamp