

**GENERAL TERMS AND CONDITIONS OF THE SALES of vegetable oils
of 17th of June 2024**

The following General Terms and Conditions apply to vegetable oils sale contracts, including rapeseed, soya and sunflower oils, hereinafter referred as the Goods, concluded between Viterra Polska Spółka z ograniczoną odpowiedzialnością with its registered office in Gdańsk, entered into the Register of Companies of the National Court Register under number: KRS 0000047875, kept by the Gdańsk-Północ District Court in Gdańsk, 7th Commercial Division of the National Court Register, hereinafter referred as the Seller, and Buyers, provided in the sale contracts, and not being the consumers within the meaning of the article 22¹ of the Civil Code.

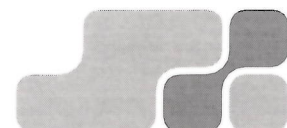
The sales contract may have some provisions that will differ from these included in these General Terms. In case of any discrepancy between the contract and the General Terms and Conditions, the provisions of the contract shall prevail.

I. Documentation related to the concluded sale contract.

1. Once the Parties have agreed on the terms and conditions of the contract, the Seller shall draw up and send the contract, signed by the persons authorised to act on behalf of the Seller, to the Buyer, via electronic mail or fax (according to the Buyer`s choice, to the Buyer`s electronic mail address or telephone number) and shall send two originals of the contract, signed by the persons authorised to act on behalf of the Seller, via registered mail to the address provided by the Buyer.
2. The Buyer is obliged to sign the copy of the contract received via electronic mail or fax and to return it without delay, not later than on the following day after its receipt, in the same way to the Seller. If the contract has been signed by the Buyer`s authorised representative, a photocopy of the Power of Attorney must be sent together with the signed contract.
3. The Buyer is obliged to sign the originals of the contract received via registered mail and immediately return one original signed by both Parties to the Seller via registered mail. If the contract has been signed by the Buyer`s authorised representative, a photocopy of the Power of Attorney signed by the authorised representative or the principal as a true copy of the original, must be sent together with the original of the contract via registered mail.
4. Contract signed and sent via electronic mail or fax constitutes the confirmation of contract within the meaning article 77¹ of the Civil Code.

II. Quantity of the Goods.

1. Unless the sale contract states otherwise, the Seller reserves the right to release the quantity of goods defined in the contract in metric tonnes, with the tolerance of +/-5%, and the Buyer is obliged to collect the Goods released in the quantity within the defined quantity option. The Seller may exercise the option defined above without having to make any statement to the Buyer.
2. If, according to the contract, the Goods are to be delivered to the Buyer in the Seller`s silo, the weight of the physically loaded Goods defined in the loading place, given in the sale contract, shall be the basis for the mutual settlements between the Parties. The weight of the Goods is defined in the silo release document, stating the net weight, one copy of which shall be kept in the loading place, and the other one shall be received by the driver of the truck into which the Goods are loaded.
3. If, according to the contract, the Goods are to be delivered to the Buyer`s silo, the weight of the Goods loaded into the first means of transport in the Seller`s silo is the basis for the settlements between the Parties.



III. Time, place and technique of the Goods delivery. Delivery advises. Transport.

1. The Goods are to be delivered in the place defined in the sale contract as *the delivery (release) place/conditions* and within the time defined in the sale contract as *the delivery (release) period/term*.
2. If, according to the contract, the Goods are to be delivered to the Buyer in the Seller`s silo, the Buyer is obliged to specify the details of the means of transport prior to their arrival to the loading place. This data must be registered in Viterra`s Logistics system. Specification of the applicable Logistics system shall be provided by the Seller`s Logistics Department (email address: gdansk.logistyka@viterra.com).
3. The Buyer is obliged to strictly observe the provisions of the Act on the Monitoring System for the Road Transport of Goods (Ustawa o systemie monitorowania drogowego przewozu towarów) of 9th March 2017 (Dz. U. dated: 3rd April 2017, pos. 708, as amended) in its updated version.
4. If, according to the contract, the Goods are to be delivered to the Buyer in the Seller`s silo, the Buyer is obliged to ensure that transport is provided only by an entity that is under the supervision of a Sanitary/Veterinary Inspector with a jurisdiction over the territory in question. Prior to departing from the loading place, the carrier should provide the applicable permissions/ entry in the register of entities under the supervision of a Sanitary/ Veterinary Inspector. The Seller shall not be responsible for the damage to the Goods caused by a lack of appropriate features of the means of transport that would enable the parameters of the Goods to be maintained. The Seller is entitled to demand a document confirming that the truck has been washed and disinfected (from a trustworthy washing facility). The Seller reserves the right to verify the processes of washing and disinfecting the truck, and also to inspect its interior prior to loading. The Seller may refuse to load the truck with the Goods if, in the opinion of the Seller, the truck does not meet the requirements for transporting the Goods. The Buyer shall be immediately notified of such a fact. Truck washing certificate may not be issued earlier than 1-2 days prior to loading the Goods. The Seller may accept the truck washing certificate issued earlier than 1-2 days prior to loading the Goods on condition that the tank seals put at the washing facility are intact, and that no other goods have been transported in it since the day of washing. If this is the case, the carrier is obliged to issue the following statement:
"I declare that the tank truck with the registration no.:
driven by (driver`s name)
may be loaded.....
I confirm that the abovementioned truck has been protected by seals placed in the washing facility. The seals are intact. No goods have been transported by the truck since its last washing. Date and signature".

IV. Ownership of Goods.

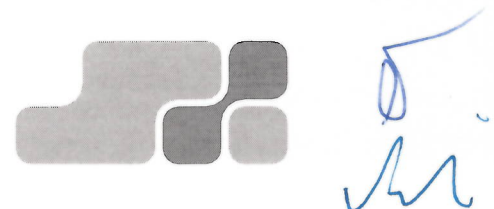
The Seller reserves the ownership of the respective parts of Goods until full payment (with VAT) for them has been made by the Buyer.
The Parties agree that payment is deemed to have been made only upon the Seller`s account has been credited with full amount due (including VAT).

V. Quality of Goods analyses. Claims procedure.

1. The Seller is obliged to deliver the Goods that comply with the specification given in the Sale Contract.

The Seller performs all actions related to taking and storing samples of Goods. The quality of the Released Goods is determined by the Seller`s laboratory.

2. The Buyer is entitled to be present during loading of Goods into the means of transport.
3. If the Buyer questions results of the analysis of the quality of Goods, the following claim handling procedure must be followed:



- a) Within 7 (seven) days of receiving the given part of Goods, the Buyer is obliged to notify the Seller by fax, electronic mail or registered letter with the claim including a detailed description of the qualitative reservations;
- b) once the claim is lodged by the Buyer, an independent control company selected by the Seller shall perform a quality analysis of the duplicate sample taken during the loading and kept by the Seller, or shall commission a laboratory accredited to perform oil quality analyses to perform such an analysis;
- c) the result of the laboratory analyses of the duplicate sample is final and binding for the purpose of assessing whether the claim can be accepted;
- d) if the final result is that the Goods do not meet the qualitative requirements specified in the sale contract, the Seller shall cover all the costs related to the laboratory analyses, and the sales price agreed on by the Parties in the contract shall be decreased in the manner specified by the Seller;
- e) if the final result is that the Goods meet the qualitative requirements specified in the sales contract, the costs related to the laboratory analyses shall be covered by the Buyer on the basis of the re-invoice issued by the Seller, payable by the deadline specified in the re-invoice.

VI. Non-performance or improper performance of the contract.

1. If the Buyer does not collect entire or part of the contractual volume of the Goods during contractual delivery (release) period then in such a case expiry of contractual delivery (release) period does not result in the expiry of the contract,
2. If the Buyer collect the Goods with delay i.e. after the contractual delivery (release) period, the Seller is authorized to charge the Buyer with a contractual penalty of EUR 10 for each collected ton after contractual delivery (release) period. The Seller may charge this penalty for each month commenced after contractual delivery (release) period.
3. If the Buyer does not collect entire or part of the contractual volume of the Goods during contractual delivery (release) period, the Seller is authorized to terminate the contract with immediate effect i.e. without giving the Buyer additional time period for contract performance. If the Buyer's default concerns part of the contract, the Seller's right to withdraw from the contract shall be limited to the non-executed part of the contract. In such case the executed part of the contract remains valid and binding.
4. If the Seller terminates the contract with immediate effect due to the default of the Buyer and lack of delivery part or entire quantity of the Goods, the Seller will have the right to claim from the Buyer a contractual penalty at the amount of 10% of the net value of the Goods which have not been collected.
5. If the Seller terminates the contract with immediate effect due to the default of the Buyer, the Seller shall not charge contractual penalties for a delay in collecting the Goods.
6. If the damage caused by the Buyer's default to collect the Goods or a delay in their collection exceeds the value of contractual penalties reserved for the Seller, the Seller is entitled to claim additional amounts of costs and losses above the level of the contractual penalty in accordance with general legal provisions.

VII. Suspension of the performance of the contract

1. The Seller has the right to suspend the performance of the sale contract of Goods, i.e. the release of Goods if the Buyer is in default with the payment of any amounts due to the Seller under any sales contracts.

In such case the Seller shall request the Buyer to pay any outstanding amounts within given period, which period will not be longer than 7 (seven) days. The Seller shall reassume the contract execution, i.e. release the Goods immediately upon receipt of all outstanding payments. In case outstanding



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amounts are not paid by the time specified in the request for payment Seller may withdraw from the contract with regards to the non-released Goods.

2. The Seller shall not be responsible for a delay in execution of the sale contract due to suspending the performance of the contract for the reasons specified in this point.
3. The Seller may, at its own discretion, grant the Buyer commercial credit understood as maximum limit of the Buyer's payable amounts to the Seller` (due and undue) and resulting from any and all contracts binding on the Parties). Granting the commercial credit, changing its value or withdrawing it does not constitute a change to the sale contract and does not require the Buyer`s consent.
4. The Buyer may not offset his receivables against the Seller`s receivables, unless the sale contract states otherwise.
5. The Buyer may not transfer (assign) any of the rights under the sale contract to a third party without prior consent of the Seller.

VIII. Additional provisions.

1. Should there be a delay in the payment of the receivables due for the Goods, the Buyer shall be charged with statutory interest.
2. If, due to the acts of the authorities of the state, there is an increase in duty, tax, or other payments after the contract has been concluded, and these payments have an influence on the agreed sales price of the Goods, the Seller has the right to demand an increase in the Goods sales price accordingly.
3. The Seller shall not be held responsible for non-performance or improper performance of the sale contract due to the circumstances beyond the Seller`s control, which render the performance of the contract impossible, and in particular: force majeure, strikes, natural disasters and acts of state authorities.
4. Any disputes between the Parties arising out of the sale contract shall be finally settled by a common court with jurisdiction over the registered office of the Seller.

This document constitutes translation of "Ogólne warunki sprzedaży olejów roślinnych" dated 30th of November 2020. In case of any discrepancies between this English version and the Polish one, the latter shall prevail.

Viterra Polska sp. z o. o.

Agnieszka Szechniuk

Viterra Polska sp. z o. o.

Krzysztof Winczewski

