

**General Terms and Conditions of BIOENERGO - KOMPLEX, s.r.o.  
for the sale of goods between entrepreneurs**

effective from 1.4.2023

**I. INTRODUCTORY PROVISIONS AND DEFINITIONS**

1. General Terms and Conditions (hereinafter referred to as "**GTC**") are the terms and conditions of BIOENERGO - KOMPLEX, s.r.o. with its registered office in the Czech Republic, Kolín - Kolín IV, Pod Hroby 130, Postal Code: 280 02, ID No.: 278 88 754, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 124393 (hereinafter referred to as the "**Seller**") and form an integral part of the Purchase Contract (hereinafter referred to as the "**Contract**") concluded between the Seller as a supplier (Seller) on the one hand and the customer (Buyer) on the other hand (hereinafter referred to as the "**Buyer**").

2. By signing the Contract, the Buyer confirms that he/she has duly familiarized himself/herself with these GTC prior to its conclusion and at the same time expresses his/her consent to their content. The Buyer further declares that the information provided in the Contract is complete and true. The Parties agree that the Contract may be signed by representatives of the Parties by simple electronic signature or other mechanical means.

3. In accordance with the provisions of § 1751, paragraph 1 of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "**Civil Code**"), the GTC regulate the mutual rights and obligations between the Seller and the Buyer arising in connection with or on the basis of the Contract concluded by the Buyer in the course of his business activities or in the course of his independent exercise of his profession. The provisions in the Contract shall prevail over those provisions of the GTC which would be in conflict with them or which have been excluded by agreement of the Parties within the Contract. These GTC shall prevail over those provisions of law which are not mandatory in nature, as well as over the Buyer's terms and conditions and terms and conditions drawn up by professional or interest organisations which do not apply to the mutual rights and obligations between the Parties arising in connection with or under the Contract, unless the Parties expressly agree otherwise.

4. Unless otherwise stated or unless the context otherwise requires, the following capitalized terms shall have the following meanings for the purposes of these GTC:

- "**Accredited laboratory**" means an analytical laboratory accredited by the Czech Institute for Accreditation, o.p.s. (CIA) according to the revised standard ČSN EN ISO/IEC 17025:2018 for the required type of analysis.

- "**Invoice Delivery Note**" is a document prepared by the Seller or its authorized person for invoicing purposes, which is confirmed by the Buyer and contains, as a rule, the specification of the Goods and their quantity, the date of taxable performance, the date of issue and the amount to be paid.

- "**Composition label of the Goods**" is a written document issued by the Seller in accordance with Regulation (EC) No 767/2009 of the European Parliament and of the Council of 13 July 2009 on the placing on the market and use of feed, respectively Act No 110/1997 Coll., on food and tobacco products and on amending and supplementing certain related laws, as amended (hereinafter referred to as the "**Food Act**").

- The "**CMR International Waybill**" and the "**CMR Waybill**" are documents proving the conclusion of the contract of carriage. If the consignment note is missing, defective or lost, the existence or validity of the contract of carriage shall not be affected and the provisions of the relevant legislation, in particular the Convention on the Contract for the International Carriage of Goods by Road (CMR) and

Act No 111/1994 Coll., on Road Transport, as amended, shall continue to apply. The first copy of the consignment note shall be given to the consignor, the second shall accompany the consignment and the third shall be retained by the carrier.

- "**Receipt of Goods**" is a document issued by the Seller on the receipt of Goods by a person designated by the Buyer, for example the Warehouseman, upon delivery of rapeseed oil, which contains basic data concerning the Goods delivered (date, place, quantity, type, or other specifications of the Goods).

- "**Declaration of compliance with sustainability criteria**" is a document issued by the Seller upon delivery of rapeseed oil for technical purposes, in accordance with Government Regulation No. 189/2018 Coll., on sustainability criteria for biofuels and reduction of greenhouse gas emissions from fuels, as amended.

- "**Car cleanliness declaration**" is a document signed by the carrier in which he declares that the means of transport intended for the transport of the Goods has not transported any genetically modified commodities that could contaminate the transported Goods and, if so, that he has taken all necessary measures to clean the vehicle in order to prevent contamination of the non-GMO commodities subject to transport. It shall include in particular the following information:

- a) the date of loading of the Goods,
- b) the type or other specification of the Goods being transported,
- c) identification of the Seller,
- d) the name of the carrier,
- e) the registration number of the means of transport,
- f) the name and surname of the driver and the driver's signature,
- g) the name of the recipient of the Goods,
- h) marking of the last 3 commodities transported.

"**Shipping Documents**" are documents used in the transportation of Goods from the place of shipment to the place of delivery that inform about the nature and characteristics of the Goods being transported.

- "**Reference Sample**" means a sample of a batch of Goods taken by the Seller for the purpose of analysis, if any, during the warranty period or the shelf life of the batch, or the statutory retention period of the Reference Sample.

- "**Warehouseman**" is a person appointed by the Buyer who takes delivery of the Goods from the Seller or a person authorised by the Seller, e.g. a carrier, at his designated premises and confirms receipt of the Goods.

- "**Contract**" is an agreement concluded in documentary or electronic form between the Seller and the Buyer within the meaning of § 2079 et seq. of the Civil Code, of which these GTC are an integral part, in which specific details concerning the binding legal relationship between the Parties further regulated by these GTC are specified.

- The "**Parties**" are collectively referred to as the Seller and the Buyer and each of them individually as a "**Party**".

- "**Quality Specification**" is a document of the Seller, which is an annex to the Contract and contains a specification of the quality parameters of the Goods.

- A "**weighing slip**" is a document of the result of weighing the Goods which contains the following information:

- a) the date, time and place of the weighing of the Goods,
- b) the result of the measurement of the axle pressures and the instantaneous mass of the vehicle,
- c) the registration number of the vehicle,

- d) the name and surname of the driver of the vehicle,
- e) the name and surname of the person carrying out the weighing,
- f) the registration mark of the weighing slip.

- "**Goods**" means the item which is the subject of sale under the Contract, including but not limited to oil, expellers, fertilizer, fuel or other commodities and products specified in the Contract.

## **II. OBJECT OF SALE**

1. The subject of sale is the Goods of the agreed type and quantity according to the Contract.
2. By concluding the Contract, the Seller is obliged to deliver the Goods of the agreed type, quantity and quality parameters to the Buyer and to enable the Buyer to acquire the ownership right to the Goods and the Buyer is obliged to pay the Seller the agreed purchase price in due and timely manner.
3. In the case where the subject of sale is rapeseed oil, the Buyer expressly declares that he acknowledges that rapeseed oil (for food, feed or technical purposes) is not intended for the propulsion of engines, for the production of heat or for the production of mixtures referred to in the provisions of Section 45 of Act No. 353/2003 Coll. on Excise Duties, as amended.
4. An integral part of the Contract shall be the Quality Specifications of the Goods sold, which shall be delivered in the quality parameters specified therein or declared by the Seller, unless otherwise agreed. In the case of supply of rapeseed oil for technical purposes, the Seller shall issue a Declaration of Conformity with Sustainability Criteria, which shall be sent to the Buyer no later than with the invoice.

## **III. PURCHASE PRICE OF GOODS AND PAYMENT TERMS**

1. The purchase price of the Goods corresponds to the mutual agreement of the Parties set out in the Contract. Unless expressly stated otherwise, the purchase price does not include the costs of delivery of the Goods or taxes or other charges.
2. The Buyer is obliged to pay the Seller the purchase price specified in the Contract by wire transfer to a bank account designated by the Seller, based on an invoice issued by the Seller. Together with the purchase price, the Buyer is also obliged to pay the Seller the costs associated with the packaging and delivery of the Goods in the agreed amount, if the delivery of the Goods includes the provision of transport by the Seller. The Buyer's obligation is fulfilled when the relevant amount is credited to the Seller's account in full.
3. The Seller shall issue an invoice which shall serve as an accounting document pursuant to Act No. 563/1991 Coll., on Accounting, as amended, and shall contain the requirements of a tax document pursuant to Act No. 235/2004 Coll., on Value Added Tax, as amended (hereinafter referred to as "**VAT Act**"), or pursuant to other legal regulations. The Seller is entitled to issue the invoice electronically.
4. The Seller is registered as a payer of value added tax (hereinafter referred to as "**VAT**") in the Czech Republic with the assigned tax identification number (TIN) CZ27888754. In the event that the conditions for VAT exemption of the supply of the Goods are not met, the relevant VAT will be added to the purchase price in accordance with the VAT Act, even if the Contract does not expressly provide for it.

5. Unless otherwise stated in the Contract, the purchase price is payable within 7 days of the invoice, which the Seller is entitled to issue immediately after the conclusion of the Contract. The Buyer is not entitled to pay the Purchase Price by way of unilateral set-off of its claims.

6. The ownership right to the Goods, which is the subject of sale under the Contract, passes to the Buyer within the meaning of § 2132 of the Civil Code only by full payment of the purchase price to the Seller's bank account, unless the Parties agree otherwise.

7. In the event of default by the Buyer in payment of any amount under the Contract, the Seller shall be entitled to demand and the Buyer shall be obliged to pay interest on the overdue amount annually at the repo rate set by the Czech National Bank for the first day of the calendar half-year in which the default occurred, increased by eight percentage points. The Parties have agreed to exclude the application of Section 1971 of the Civil Code, i.e. the Seller shall be entitled to compensation for damages arising from the non-fulfilment of a monetary debt even if it is covered by default interest.

8. In the event of default by the Buyer in payment of any amounts due under the Contract, the Seller shall be entitled to stop further deliveries of Goods under the Contract with immediate effect and withdraw from the Contract. Failure to make deliveries under the preceding sentence shall not constitute a breach of the Contract and the Seller shall not be liable for any damages caused thereby.

9. The Parties may agree in the Contract a so-called credit limit for the Buyer. The credit limit is a specific, precisely agreed between the Parties, credit limit of funds that the Buyer shall transfer to the Seller's account. The Seller shall be entitled to use such funds in the event of default by the Buyer in the payment of the invoice for the Goods to pay the purchase price and all costs associated with the packaging and delivery of the Goods, including all taxes and other charges, as well as interest on late payment. Otherwise, upon termination of the obligation under the Contract, the Seller is obliged to return the credit limit, or any unused portion thereof, to the Buyer without undue delay.

10. If the supply of Goods under the Contract to a Member State of the European Union is to be exempt from VAT under the relevant provisions of the VAT Act, the Buyer undertakes, in the event that it arranges the transport, to prove to the Seller the supply of the Goods to another Member State in accordance with Article 64(5) of the VAT Act in conjunction with Article 45a of Council Implementing Regulation (EU) No 282/2011 of 15 March 2011 laying down implementing measures for Directive 2006/112/EC on the common system of value added tax, as amended by Council Implementing Regulation (EU) of 4 March 2011. December 2018 amending Implementing Regulation (EU) No 282/2011 as regards certain exemptions for intra-Community supplies ("**Implementing Regulation**"). For this purpose, the Buyer shall issue a written confirmation stating that the Goods have been dispatched or transported by him or on his behalf by a third party, indicating the Member State of destination of the Goods; this written confirmation shall include: the date of issue; the name and address of the Buyer; the quantity and type of the Goods; the date and place of completion of the transport of the Goods; and the identity of the natural person receiving the Goods on behalf of the Buyer. This confirmation may be replaced by the two documents of dispatch or transport referred to in Article 45a(3) of the Implementing Regulation, or by other means of evidence proving the actual delivery of the Goods. In the event that the Buyer fails to provide documents proving that the Goods have been physically delivered to another Member State of the European Union, the Seller is entitled to reclassify the said supply from a supply exempt from VAT to a taxable supply with the place of supply in the domestic territory and to require the Buyer to pay VAT according to the relevant tax rate set by the VAT Act.

11. By signing the Contract, the Buyer further declares that it properly registers and records all transactions under the Contract in its accounting and records for VAT purposes. The Seller shall be entitled to require the Buyer to prove that it properly registers and records the transactions under the

Contract in its accounting and records for VAT purposes (the Seller shall prove the aforementioned facts by output from the accounting system or by submitting tax claims, summary reports and control reports). The Buyer further declares that it shall comply with all tax obligations arising from all performances under the Contract and that it shall duly and timely pay all taxes due in connection with such obligations. In the event of a breach of this provision by the Buyer, the Seller shall be entitled to reclassify the said performance from a VAT-exempt performance to a taxable performance with the place of performance in the domestic territory and to require the Buyer to pay VAT at the applicable tax rate set forth in the VAT Act.

12. The Buyer declares that he is a person liable for value added tax registered in a member state of the European Union, which issued him a tax identification number, which he provided to the Seller, and that this tax identification number, which he provided to the Seller, is correct, valid and related to VAT.

13. The Buyer undertakes to keep its VAT registration valid throughout the entire period of mutual business cooperation. In the event of cancellation of VAT registration, the Buyer is obliged to inform the Seller of this fact within 24 hours of cancellation of VAT registration. Otherwise, if the Buyer violates this provision of the GTC, he is obliged to pay the Seller for the damage incurred, with the obligation to compensate the Seller for the damage within 14 days of receipt of the Seller's request for compensation. At the same time, the Seller is entitled to reclassify the relevant VAT-exempt supplies to taxable supplies with the place of supply in the domestic territory and to demand the Buyer to pay the value added tax according to the relevant tax rate set by the VAT Act.

14. In the event that the Buyer is a person registered for VAT in another member state of the European Union, the Buyer further declares that he is not registered for VAT in the Czech Republic as of the date of conclusion of the Contract and is not obliged to register in the Czech Republic. The Buyer further undertakes that during the term of the Contract it will not take any action which would result in it becoming obliged to register for VAT, nor will it voluntarily register for VAT.

15. The Buyer undertakes to always use the identification number under which it is registered for VAT and which is indicated in the header of the Contract in relation to the Seller.

#### **IV. TRANSPORT, DELIVERY, ACCEPTANCE OF GOODS AND TRANSFER OF RISK OF DAMAGE TO GOODS**

1. The Seller shall deliver the Goods at the place of delivery specified in the Contract or subsequently agreed between the Parties. Unless otherwise agreed, the place of delivery of the Goods shall be the registered office of the Seller. The Goods shall be duly delivered at the time of their actual delivery to the agreed place of delivery regardless of the presence of the Buyer. The Seller shall draw up a Delivery Note to the invoice for such delivery of the Goods, which shall be sent to the Buyer with the invoice at the latest.

2. The delivery terms shall be governed by the International Rules for the Interpretation of Delivery Clauses INCOTERMS 2010 as agreed by the Parties.

3. If the Contract provides for a place of delivery of the Goods other than the Seller's registered office, the Buyer is obliged to notify the Seller of the instructions for delivery of the Goods with a reasonable time in advance of the delivery date, no later than 5 working days before the commencement of transport. In the event that the Buyer requires delivery of the Goods to a delivery point other than that specified in the Contract, the Buyer undertakes to notify the Seller of such other delivery point no later than 2 working days before the commencement of carriage. Notification of the change of delivery point shall be made by the Buyer via e-mail, with the Seller confirming the new delivery point to the Buyer.

4. Proper and timely delivery of the Goods by the Seller is conditional upon the Buyer providing the necessary cooperation. In the event that the Buyer is in default in the performance of any of its obligations arising from these GTC or from the provisions of the Contract, including the provision of all assistance, or in any way prevents the Seller from fulfilling the obligation to deliver the Goods, the Seller's obligation to deliver the Goods on time is fulfilled if, no later than on the last day of the agreed period of performance, the Goods were at the Seller's premises ready for shipment or delivery and the Seller sent the Buyer a notice of this fact.

5. The risk of damage to the Goods passes to the Buyer at the moment when he is allowed to dispose of the Goods, including through the Warehouseman or another person authorized by the Buyer. In the event that the Seller sends the Goods to the Buyer by means of a carrier arranged by the Buyer, the risk of damage to the Goods shall pass to the Buyer at the time of handing over the Goods to the carrier (FCA INCOTERMS 2010 clause). In the event that the Goods are delivered at the Warehouseman's premises, the risk of damage to the Goods shall pass to the Buyer at the time of handing them over to the Warehouseman. The costs of unloading the Goods shall be borne by the Buyer, except to the extent that they are included in the costs under the contract of carriage.

6. The Seller undertakes to hand over to the carrier provided by the Buyer also the following Transport Documents, if they are a necessary condition for delivery of the Goods under the Contract:

(i) Weight ticket;

(ii) a certified CMR International Waybill or CMR Waybill issued by the carrier;

(iii) a label on the composition of the Goods in the case of the sale of rapeseed expeller and rapeseed oil for feed purposes; the label must comply with the requirements of the Food Act.

7. The Buyer is obliged, if it arranges the transport of the Goods:

a) provide the Seller with the identification data of the means of transport that will transport the Goods;

b) ensure that there are no other Goods or products in the storage space for the Goods;

c) to ensure the cleanliness of the means of transport, the way of ensuring the impossibility of the Goods' deterioration during transport to the place of delivery, in particular that the means of transport does not carry toxic, hazardous materials, fertilizers, etc., which shall be evidenced by a Declaration (goods guide) on the cleanliness of the car;

d) ensure that the Goods transported are carefully covered with a tarpaulin in the case of the use of a truck, trailer, semi-trailer;

e) ensure that the seals of the means of transport are checked to ensure that no losses occur during transport;

f) ensure that the weight of the loaded means of transport does not exceed the maximum permissible weight in accordance with the legislation in force at the place of loading of the Goods, during transport, until the place of delivery of the Goods. In the event that the Seller discovers any deficiencies during the inspection, the Seller shall inform the Buyer thereof before the Goods are loaded onto the means of transport and, in the event that the Seller discovers any deficiency in the security of the Goods during transport and their careful covering with a tarpaulin, the Seller shall inform the Buyer thereof without undue delay after the discovery of such deficiency, with the understanding that it shall proceed in accordance with the Buyer's instructions. In the event that the Seller discovers the deficiency, the Seller shall not be entitled to load the Goods into a means of transport or to send the Goods for carriage without the Buyer's consent.

8. The proof of measurement of the Goods is the Weighing slip issued by the Seller.

9. On receipt of the Goods, the Buyer or a person authorised by the Buyer, such as the Warehouseman, shall check all details of the Shipping Documents. In the event that any data is missing, the Buyer shall contact the Seller without undue delay with a request to complete the missing data and the Seller undertakes to notify the Buyer of the missing data so that the Goods can be accepted as soon as possible.

10. Upon receipt of the Goods, the Buyer, or its authorized representative, such as the Warehouseman, shall issue its Weight Ticket, print the Weight Ticket, present it to the driver of the vehicle for signature and confirm it with a stamp and signature. The Buyer shall retain one Weight Ticket and shall hand/send one to the Seller. Upon receipt of the Goods, the Buyer, or his authorised representative, such as the Warehouseman, shall sign the CMR International Bill of Lading / CMR Waybill (and in the case of rapeseed oil, the Goods Receipt) copies of which shall subsequently be returned to the Seller.

## **V. RIGHTS AND OBLIGATIONS OF THE PARTIES**

1. The Seller shall deliver the Goods to the Buyer on the terms and conditions set out in the Contract and these GTC.

2. For the purposes of the Contract, extraordinary, unforeseeable and unavoidable obstacles that occur after the conclusion of the Contract, independent of the will of the obligated party and prevent it from fulfilling its obligation (hereinafter referred to as "**Force Majeure**") shall be considered as circumstances that may affect the performance of the contractual obligation, except for the obligation to pay the purchase price. Force Majeure shall include, but not be limited to: civil disturbances, riots, wars, state interventions, epidemics, prohibition of import or export of the Goods, official prohibition to trade in the Goods, natural disasters, floods, technological failure on the part of the Seller lasting at least 48 hours and other unforeseen and unavoidable events. In contrast, the Parties shall not consider changes in weather conditions, prolonged droughts, rains and similar adverse weather conditions or obstacles arising from the personal circumstances of the Obligated Party or arising only at the time when the Obligated Party was in default in the performance of the contractual obligation, or obstacles which the Obligated Party is obliged to overcome, to be Force Majeure. However, the Obligated Party is obliged to inform the other Contracting Party of this fact without delay, to notify the reason for the delay, to estimate the duration of its elimination and the date of fulfilment of the obligation.

3. The Obligated Party shall not be liable for breach of an obligation under the Contract if the breach was caused by Force Majeure. The Party claiming Force Majeure against the other Party shall inform the other Party in writing without undue delay, stating the reasons and the probable duration of the Force Majeure. The obligations of the Parties under the Contract shall be suspended for the duration of the Force Majeure event.

4. If performance of the Contract becomes impossible due to Force Majeure, the Parties shall agree on a corresponding amendment to the Contract in relation to the Goods, price and time of performance. If no agreement is reached, either Party shall be entitled to withdraw from the Contract by unilateral declaration sent by registered letter to the other Party.

5. The Buyer acknowledges and agrees that the Seller, if it so chooses, shall insure claims against the Buyer arising from the Contract. The Buyer also agrees to provide the relevant insurance company in such case with information which is not a trade secret or confidential and which is necessary for the insurance of such claim.

## **VI. STATEMENT**

1. By signing the Contract, the Buyer declares that

a) is aware of its obligation to properly pay VAT on the price of the Goods received from the Seller under the Contract and further declares that it will pay VAT properly, on time and in the correct amount;

b) is not an unreliable VAT payer and is not subject to proceedings for registration in the register of unreliable tax payers and is not threatened with the initiation of such proceedings;

c) is in good economic standing, has sufficient financial resources to pay all payments under the Contract, and is not involved in or threatened with any proceedings that could destabilise it economically or otherwise;

d) it duly and timely fulfils its obligations and is not subject to any enforcement or insolvency proceedings and is not threatened with the opening of any of these proceedings;

e) the person who signed the Contract was an authorized representative of the Buyer, which is a duly established and existing legal entity or a natural person doing business;

f) The Buyer enters into the Contract in the course of his business activity or in the course of his independent exercise of his profession;

g) has had the opportunity to familiarize himself with the contents of the GTC prior to the conclusion of the Contract, understands and has sufficiently discussed the contents with the Seller and wishes to be bound by the Contract and the GTC.

2. By signing the Contract, the Buyer declares that he/she is aware of the consequences of false or incomplete statements and undertakes to compensate the Seller for any damage incurred as a result of any false statement. The Buyer agrees to maintain the truthfulness of all statements throughout the duration of the obligation under the Contract.

3. The Parties declare that neither of them feels itself to be and is not the weaker party, that they have experts to consult on the content of their mutual rights and obligations, excluding that they are unreasonably prejudiced by the Contract or these GTC or that any of their provisions are grossly disproportionate to their mutual rights and obligations.

4. At any time during the term of the Contract, the Buyer undertakes to submit to the Seller, at the Seller's request, an extract from the Commercial Register not older than 30 days from the date of execution.

## **VII. RIGHTS UNDER LIABILITY FOR DEFECTS**

1. The rights and obligations of the Parties arising from defective performance shall be governed by the applicable generally binding legal regulations.

2. The Seller's obligation to deliver the agreed quantity of Goods to the Buyer and the Buyer's obligation to take delivery of the agreed quantity of Goods shall be deemed fulfilled if the quantity of Goods actually delivered and taken delivery of differs from the quantity agreed in the Contract by no more than +/- 5%, unless otherwise agreed in the Contract.

3. The Seller shall be liable for defects in the type, quantity or quality parameters that the Goods had at the time of delivery to the Buyer. The Buyer shall not be entitled to the rights of defective performance in the case of Goods sold at a lower price due to a defect for which the lower price was agreed, even if the Buyer knew before acceptance that the Goods had a defect or if the Buyer caused the defect himself.

4. The Buyer is obliged to notify the Seller and prove the defects of the Goods.

5. The Buyer is obliged to notify the Seller of the defects without undue delay, but no later than within 2 days from the delivery of the Goods at the place of delivery specified in the Contract or subsequently agreed between the Parties. The Buyer is obliged to record the defects found by the carrier upon receipt of the Goods in the International/CMR consignment note or the carrier's delivery note. The Buyer shall notify the Seller in writing of defects that are detectable by laboratory analysis within 14 calendar days of the analysis, but no later than 20 days after the Goods have been handed over at the agreed place of delivery. The Seller shall not be liable for defects notified later, or the Buyer shall not be entitled to any rights from defective performance in such a case.

6. The Seller shall confirm to the Buyer without undue delay, but no later than within 5 working days, the receipt of written notification of the identified defects in the Goods and shall initiate the process of resolving the complaint within the same period. The Seller shall satisfy the complaint if it is justified, otherwise it shall reject it.

7. In case the alleged defect relates to the quality parameters of the Goods, the Seller shall, as part of the complaint resolution process, arrange for a professional analysis of the Reference Sample by an Accredited Laboratory, the results of which shall be binding on the Parties. The Buyer shall reimburse the Seller for the costs of the analysis by the Accredited Laboratory in the event that the complaint is not justified on the basis of the results of the analysis.

8. During the period of examination of the claimed defects by the Seller, the Buyer is obliged to store the claimed Goods separately from the other Goods and must not handle the Goods in a way that could prevent the inspection of the claimed defects by the Seller. As part of the complaint procedure, the Seller is entitled to send its representatives to the Buyer for the purpose of checking the complaint, while the Buyer is obliged to allow them to inspect the claimed Goods and to provide the Sellers with all necessary assistance to properly check the reported defects. During the period of delay by the Buyer in providing assistance, the Seller shall not be in default in processing the claim.

9. The Buyer is not entitled to compensation for damages or unjustified enrichment, if he could claim against the Seller for defective performance. The Buyer is entitled to claim under the right of defective performance

- a) delivery of replacement Goods without defect or delivery of the missing part of the Goods, provided that the Buyer may only request delivery of replacement Goods if it is not unreasonable due to the nature of the defect,
- b) a reasonable discount on the purchase price,
- c) the Buyer may withdraw from the Contract in the event that the complaint is not settled by the Seller within 60 days of written notification of the defect by the Buyer, or within 30 days of receipt of the results of the analysis by the Accredited Laboratory. However, the right to withdraw from the Contract does not arise if the Buyer is unable to return the Goods in the condition in which he received them.

10. The Buyer is obliged to notify the Seller of the choice of the right of defective performance according to the previous paragraph when notifying the defect, or without undue delay after notification of the defect, no later than within 2 working days, with the proviso that the choice made can only be changed with the consent of the Seller. This does not apply if the Buyer requests the removal of a defect that proves to be irremovable. The defective performance claim must reflect the seriousness of the Seller's breached obligation and must not be contrary to the principles of fair trade.

11. In the event of delivery of replacement Goods or in the event of withdrawal from the Contract, the Buyer is obliged to return the Goods to the Seller in the condition in which he received them from the Seller.

### **VIII. WITHDRAWAL FROM THE CONTRACT**

1. The Buyer has the right to withdraw from the Contract in whole or in part in the event of a material breach of the Contract by the Seller and at the same time provided that the Seller does not remedy the material breach of the Contract at the written request of the Buyer, even within an additional period provided by the Buyer, which may not be less than 10 working days. A material breach of the Contract by the Seller shall be deemed to be:

- (i) if the Seller fails to deliver the Goods properly and on time;
- (ii) if the Buyer discovers defects in the delivered Goods that cannot be subsequently removed according to Article VII of these GTC.

2. The Seller has the right to withdraw from the Contract in whole or in part in the event of a material breach of the Contract by the Buyer. A material breach of the Contract by the Buyer shall be deemed to be:

- (i) if any of the Buyer's statements in Article VI. of these GTC prove to be false;
- (ii) if the Buyer fails to pay the purchase price properly and on time, even within an additional period of at least 10 working days provided by the Seller;
- (iii) if the Buyer refuses to accept the Goods delivered in accordance with the Contract.

3. Withdrawal from the Contract is effective upon delivery of a written expression of will of the withdrawing Party to the other Party with a specific reason for withdrawal, which must be defined with sufficient certainty.

4. Upon termination of the Contract, all rights and obligations of the Parties shall cease with ex tunc effect, except for the reservation of title, the right to compensation for damages (including damages) and the payment of unjust enrichment, the payment of contractual penalties or default interest, confidentiality, choice of law and jurisdiction in the event of dispute resolution between the Parties and provisions relating to rights and obligations, the nature of which implies that they should continue after termination of the Contract.

### **IX. SANCTIONS**

1. In case of withdrawal from the Contract by the Seller due to non-payment of the purchase price or other breach of the Contract by the Buyer, the Seller is entitled to demand from the Buyer a one-time compensation in an amount equal to 5% of the purchase price. The compensation is due within 10 days from the date of delivery of the Seller's request to the Buyer to pay the compensation according to this provision of the GTC.

2. In the event of refusal to accept the Goods delivered in accordance with the Contract by the Buyer and at the same time, provided that the Buyer has not accepted the Goods even within the additional period provided for this purpose (the replacement period shall not be shorter than 10 working days) or in the event of non-payment of the purchase price by the Buyer in accordance with the Contract, the Seller is entitled to demand payment of a one-off contractual penalty in an amount equal to 5% of the purchase price. The contractual penalty is payable within 10 days from the date of delivery of the Seller's request to the Buyer to pay the contractual penalty under this provision of the GTC.

3. A claim for a contractual penalty or contractual compensation under this Article of the Contract shall not affect a claim for compensation for injury (including damage) or for the payment of unjust enrichment arising from a breach of duty or for the payment of default interest, i.e. the contractual penalty, contractual compensation or default interest shall not count towards the compensation for injury or the payment of unjust enrichment.

#### **X. REIMBURSEMENT OF DAMAGES**

1. A Party that breaches any obligation under the Contract shall be obliged to compensate the other Party for the damage caused by its breach.

2. Damages in excess of damages which the obliged party could not have foreseen at the time of conclusion of the Contract as a consequence of its possible breach of contractual obligations even with the exercise of ordinary care shall not be compensated. This shall not apply if the damage was caused intentionally or through gross negligence.

3. The obligation to compensate for damages does not arise if the failure of the obliged party to fulfil its obligation was caused by the act, omission or delay of the injured party or by the lack of cooperation to which the injured party was obliged or as a result of circumstances of Force Majeure.

#### **XI. TERMINATION OF THE CONTRACTUAL OBLIGATION**

1. The obligation under the Contract shall terminate upon performance or by written agreement of the Parties to terminate or withdraw from the Contract.

2. Unless otherwise agreed, the termination of an obligation under the Contract shall not affect the provisions relating to:

- (i) contractual penalties and interest on late payment,
- (ii) compensation for injury (including damages) and unjust enrichment,
- (iii) confidentiality,
- (iv) choice of law and jurisdiction in the event of disputes between the Parties,
- (v) reservations of title,
- (vi) the provisions of those rights and obligations which by their nature are intended to survive termination of the Contract.

#### **XII. SUBMISSION**

1. The Parties undertake to inform each other without delay of all important facts relating to the performance of the Contract, in particular of circumstances which could jeopardise its performance. The Buyer may be served at his electronic address.

2. The Parties agree that, unless otherwise agreed in the Contract, documents to be delivered by postal service providers shall be delivered to the address of their registered office as entered in the Commercial Register. In the event of a change in the delivery address or other relevant information, the Contracting Party undertakes to notify the other Contracting Party in writing without undue delay.

3. In the event of non-acceptance of the consignment, the last day of the storage period with the postal service operator shall be considered the date of delivery, even if the addressee has not been informed of the deposit of the document. In the case of refusal to accept the mail, the day on which the refusal to accept the mail was made.

4. The Parties agree that a change of identification data, in particular a change of registered office and/or place of business, a change of statutory bodies, or a change of contact details, shall not be deemed to be a circumstance modifying this Agreement.

### **XIII. MILKING**

1. The Parties undertake to keep confidential all facts of which they become aware in connection with the performance of the Contract and to protect confidential information arising out of and in connection with the performance of this Contract which has come to their knowledge in any way (including its contents) and which is not generally available. The Buyer acknowledges that the terms of the transactions (in particular price and other circumstances) and information about the Seller's contractual partners (warehousemen, carriers, buyers or customers and others) are confidential information and constitute trade secrets of the Seller.

2. The Parties undertake to instruct all persons who will be involved in the performance of the Contract on their side of the obligation of confidentiality and protection of confidential information and further undertake to ensure compliance with these obligations in an appropriate manner by all persons involved in the performance of the Contract.

3. The termination of an obligation under the Contract for any reason shall not affect the obligation of confidentiality and retention of confidential information.

### **XIV. COMMON AND FINAL PROVISIONS**

1. The Contract and all relations arising from and related to it shall be governed by the legal order of the Czech Republic, in particular the Civil Code, even if the conflict of laws rules refer to another legal order.

2. Unless otherwise provided in the Contract, the Parties undertake to resolve any dispute arising under or related to these GTC and/or the Contract preferably by conciliation, preferably within thirty days from the date on which one Party notifies the other Party of the dispute. The Parties agree that all disputes between them that have a basis in the Contract and these GTC, as well as any other disputes that may arise between them in connection with the contractual relationship based on the Contract and these GTC (including disputes in tort), shall be exclusively resolved by the substantively competent courts in the Czech Republic with local jurisdiction determined by the registered office of the Seller at the time of filing the claim.

3. These GTC are valid and effective until the date of entry into force and effect of the new GTC.

4. The Contract may be amended by agreement of the Parties.

5. The Seller is entitled to make changes to these GTC, while the obligation to notify the Buyer of such changes shall be fulfilled by publishing the new GTC on its website [www.bioenergo-komplex.cz](http://www.bioenergo-komplex.cz), a no later than 2 months before their entry into force. The Buyer is entitled to reject the change of the GTC within 1 month before the new GTC comes into force. If the Buyer does not reject the new GTC within the aforementioned period, they shall be effective against him in the amended form from the moment of the effectiveness of the amendment determined by the Seller.

6. In the event that any provision of the Contract or these GTC is or hereafter becomes for any reason apparently invalid, void, ineffective or unenforceable, this shall not affect the Contract as a whole or any other provision thereof, provided that such provision is severable from the other parts and provided that it can be assumed from its content or from the circumstances under which it was concluded that the legal transaction would have occurred without the defective part if the Parties had recognized the defect in the provision in time. In such a case, the Parties undertake to promptly replace the apparent, invalid, ineffective or unenforceable provision with another provision that most closely matches in substance, meaning and purpose the Parties originally intended by the defective provision.

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