

**Terms and Conditions of Purchase of Rapeseed to Lubmin Plant by Viterra Polska Sp. z o.o.
- „Rapeseed Terms” – 01-07-2022****Preamble – General Terms and Conditions:**

The Unified Contracts Terms for the German Cereals Trade (Die Einheitsbedingungen in deutschen Getreidehandels) in the edition current at the date of contract shall apply to purchases of rapeseed delivered to Viterra Lubmin GmbH Plant in Germany.

Delivery parity in all purchase contracts is defined by agreed INCOTERMS (at version actual at the moment of contract conclusion). In case the Sellers or the broker uses the term "Franco" it shall always mean "Delivered at Place" ("DAP") as per INCOTERMS and DAP conditions bind upon the parties.

Unless specified otherwise in the contract confirmation terms (concluded on the date of signing the contract), the following terms and conditions herein included shall apply to the purchase of rapeseed by Viterra Polska Sp. z o.o. from German suppliers. In case of conflict with the Unified Contract Terms for the German Cereals Trade, these Rapeseed Terms shall prevail.

In case of conflict between these Rapeseed Terms and the rapeseed purchase contract confirmation, the contract confirmation, shall prevail:

1. Quality and Quantity of rapeseed

The price applies to rapeseed which is healthy, dry, pure, sound, merchantable, has natural color and fits for the storage:

- "00" rapeseed of conventional quality, grown from seed of qualified varieties, registered in the official catalogues of agricultural crop varieties, allowed for cultivation on the territory of the EU,
- Free from GMO,
- Free from mold, beetle (and other insects dead or alive) infestations, foreign odors, immature, burnt, not sprouted or otherwise damaged seed and if the FFA content in the oil does not exceed 2%;
- Pure, if straw, chaff and other material does not exceed 2% and if it is free from alive and/or dead pests;
- Dry if they are either naturally dry or have been dried to a maximum of 9% using a safe process.
- Free from any minerals and/or other substances (chemicals and other) not coming from rapeseeds origination place. In this case the word "Free" means zero contents.

The goods shall be supplied have the GMP+ status as referred to in the GMP+ FSA module.

Pursuant to the regulations on genetically modified food and feed and the regulations on monitoring and labelling of genetically modified organisms, the Seller warrants that the Goods are not subject to labelling requirements and that all the necessary measures have been taken in order to maintain the conventional quality of the raw material. The Seller also warrants that he meets the requirements imposed by ordinance No. 183/2005 of the European Parliament and Council dated 12.01.2005, establishing requirements concerning feed hygiene and that he is registered by the District Veterinarian.

The rapeseed shall meet the following additional quality requirements: Pesticides: as per applicable EU regulations in force at time of delivery and below MRL on contractual load or discharge samples. Dioxins and dioxin-like PCBs: Dioxin content in the oil of the Goods as per EU regulation 1881/2006: 1) Sum of Dioxin (WHO-PCDD/F-TEQ) max 0,75 pg/g, and 2) Sum of Dioxins and dioxin-like PCBs (WHOPCDD/F-PCB-TEQ) max 1,5 pg/g. Benzo-Alpha Pyrene (BAP): BAP content in the oil of the Goods as per EU regulation 835/2011 amending regulation 1881/2006: 1) Sum of 4 PAH's (benzo(a)pyrene, benzo(a) anthracene, chrysene, benzo(b) fluoranthene) max 10ppb and 2) Benzo(a)pyrene max 2 ppb.

Quality and quantity of rapeseed delivered to any Viterra silo/plant or any other place provided under the purchase contract and being Viterra final discharge place (regardless INCOTERMS parity defined in purchase contract) shall always be determined at such place.

Quality will be analyzed by laboratory at Viterra final discharge place. Quantity will be measured by



weighing scale at Viterra final discharge place

Quality and Quantity determined at Viterra final discharge place is final and binding upon the parties.

2. Sampling

Upon receiving rapeseed at its designated store the recipient shall draw the proper samples and at the same time determine the weight.

The Purchaser shall arrange for samples to be analyzed for oil, moisture, impurities (and where necessary glucosinolates and FFA), in the laboratory employed by the Purchaser. The Seller shall be charged with the fee of 0,50 euro per ton to cover control, sampling and shipping costs and the cost of the first analysis.

The results shall be communicated to the Seller promptly. Upon receiving the results of the first analysis both parties have the right to apply for the full control analysis¹. The other party shall be notified of this within 5 working days. The cost shall be borne by the applicant. The average of the two results shall form the basis for settlement. If the results of the first and second analysis vary significantly, either party has the right to arrange a third analysis by a mutually agreed laboratory.

In case third analyze is ordered then the average of the results of the two closest (of which results are closest to each other) analyzes shall constitute the basis for final and binding settlement. The cost of third analyze shall be divided equally between the parties.

Any analyses which are ordered in accordance with this provision shall be carried out in accordance with the applicable FOSFA International Official Method guidelines.

Unless otherwise agreed in the contract, the analyzes will be performed on a per truck basis (in case of barges - up to max. 250 tons)

3. Quality settlement

Oil: Basis 40% (telquel/tale quale) – the quantity of oil in seed "as it is received" i.e. the analysis values in the relation to the original substance – delivered amount.

Allowance/Bonus: 1,5%: 1% i.e. For each percent (or fraction thereof) under 40% the seller shall reimburse 1,5% of the contract price per ton to the Purchaser. For each percent (or fraction thereof) above 40% the Purchaser shall pay a bonus of 1,5% of the contract price to the Seller.

Moisture: Basis 9%

Allowance/Bonus:

For moisture content from 9% to 6% = 0,5%: 1% i.e. for each percent (or fraction thereof) below 9% (however only up to 6%) the Purchaser shall pay the bonus of 0,5% of the contract price.

For Rapeseeds with a moisture below 6% there are no bonuses/deductions and such Rapeseeds shall be settled like Rapeseeds with 6% moisture.

Rapeseeds with moisture in excess of 9% will be rejected.

In case of Magdeburg plant only the Rapeseeds with moisture exceeding 9% can be accepted by the Purchaser. In such a case the sale price will be reduced by 0,35% for each commenced 0,1% of moisture above 9%. Moisture level of 10% and more will not be accepted.

Impurities: Basis 2% Max 4% foreign material:

Deductions/Bonus:

For impurities equal to or under 2% = 0,5:1 : above 2% = 1:1 i.e. for each full percent of impurities below 2% the Purchaser shall pay a bonus of 0,5% of the contract price. For fractions of percent a bonus shall be

¹ list of laboratories in which second analysis can be ordered are provided in the Attachment to these Terms

counted in proportion to above rule (ie 0,5% bonus for 1% lower impurities).

For each percent (or fraction thereof and in such case proportionally as described above) above 2% - 4% the Seller shall reimburse 1% of the contract price.
The Rapeseeds with impurities exceeding 4% will be rejected.

Volume of all impurities shall not exceed 4 % of volume of rapeseeds delivered on truck or rail wagon.

Erucic Acid: Max 2% in the oil

Glucosinolates: Max 25 Micromol/g

FFA: Max 2 %

Deductions for higher contents of FFA as per the following formula:

2% - 3% = 2:1

Above 3% = 2,5:1

4. Conditions of Delivery

The Seller guarantees that only those means of transportation will be used for the purpose of delivery of the commodity which have not shipped in the last two shipments any forbidden substances under the EU Directive 999/2001 as well as the Act of Forbidding Feeding as amended.

Delivery of Rapeseeds shall be made within the agreed delivery period at a time chosen by the Purchaser. The Purchaser shall provide the detailed delivery time schedule which shall be strictly observed by the Seller. Unless otherwise agreed the Purchaser shall provide weekly delivery schedules which shall be notified to the seller latest on Friday of the week preceding the delivery week.

In the absence of providing the weekly schedule of deliveries by the Purchaser, the seller is obliged to deliver within such a week 25% of monthly volume as agreed in the purchase/sale confirmation.

The Seller shall deliver rapeseed in a timely manner. If rapeseed is not delivered on time (either during particular week or during entire delivery period) the Purchaser has the right to:

- cancel the contract entirely or partially and/or ;
- refuse to accept any subsequent delivery of rapeseed which the seller attempts to make and/or ;
- claim from the seller the replacement value of the rapeseed not delivered by the seller together with all other losses and damages incurred by the Purchaser,

Deliveries of Rapeseeds shall be made during working hours of the plants. For any deliveries after or before working hours of the plants and/or not in accordance with the delivery schedules the Seller is responsible for any additional costs relating to it (including but not limited to the transport demurrage costs).

In case the parties concluded more than 1 sale/purchase contract the execution of them, unless otherwise instructed by the Purchaser, shall be made in chronological order.

In case the Purchaser is not able to accept entire or part of volume of Rapeseeds agreed for delivery within the delivery period, then the Purchaser shall notify this to the Seller and the Seller is authorized to claim 1 EUR per each ton delayed but for period of full 14 days. In case of 30 days of delay - 2 EUR/ton delayed. The Seller is not authorized to claim any other losses or costs, including but not limited to any costs or losses resulting from later acceptance of the goods.

The Sellers are obliged to deliver the rapeseed in a volume provided under the purchase contract. In case the volume delivered exceeds the contractual one (the contractual volume means volume with additional quantity tolerance declared by authorized party to the contract) the Purchaser is authorized to (at his sole discretion) :

A blue ink signature is written over a grey rectangular stamp. The stamp has a stylized logo consisting of several overlapping shapes.

- a) either reject the rapeseeds delivered in excess of the contractual volume and request the Sellers to take it back at their own risk and costs, or
- b) accept the rapeseeds delivered in excess of the contractual volume at market price prevailing on the date of delivery of such rapeseeds. The market price is provided by Viterra and is final and binding upon the parties.

5. Payment

Unless otherwise agreed in the contract - 98% net cash 7 days after receipt of original sale invoice with all other required documents (including but not limited to those listed in Provision "**Sustainability**" below) , remaining 2% payable upon receipt of copies of all quality certificates (to all deliveries included in the invoice) together with correctly issued originals of final sale invoices.

6. Sustainability provisions

The Seller accepts to comply with all Sustainability rules and regulations for Bio-Fuel feed stocks as directed by relevant EU bodies and/or directives and/or laws as currently in force and as amended. The Seller is obliged to provide for this purpose full and complete documentation as requested by the Purchaser including but not limited to:

- Product Declaration with GHG values and NUTS 2 latest during the delivery cargo

7. Force Majeure

As per the Unified Contracts Terms for the German Cereals Trade (Die Einheitsbedingungen im Deutschen Getreidehandel)

8. Appropriate Court

In case the Seller is the Polish registered company, any disputes arising out of this Contract to be settled by the Civil Court in the registered seat of Viterra Polska Sp.z o.o. in Gdańsk, Poland. The applicable law - Polish Laws.

In case the Seller is not registered in Poland, Art 1 of the Unified Contract Terms for the German Cereal Trade shall apply and for any disputes arising out of the Contract the association of grain traders of the Hamburg Stock Exchange shall serve as Arbitration Court.

These conditions have been prepared in two languages - German and English. In case of discrepancies between the two versions, English version shall prevail.

Viterra Polska sp. z o. o.

Mirosława Chimurkowska

Viterra Polska sp. z o. o.

Krzysztof Winczewski





THE
AGRICULTURE
NETWORK

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Attachment to the

**Terms and Conditions of Purchase of Rapeseed to Lubmin Plant by Viterra Polska Sp. z o.o.
- „Rapeseed Terms” – 01-07-2022**

List of Fosfa Agreed laboratories to which the second analysis can be requested:

1. Polcargo International Sp. z o.o.
Ul. Henryka Pobożnego 5
70-900 Szczecin
2. AGROLAB Agrarzentrum GmbH
Zeißstr. 19
D-37327 Leinefelde-Worbis
3. Bio-Dierkt Landwirtschaftliche Analysen GmbH
Fachlabor für Agrarprodukte
Briloner Str.14
59602 Ruthen




V. J.

Annex of 01.07.2022**to the following General Terms and Conditions of Viterra Polska Sp. z o.o.:**

1. GENERAL TERMS AND CONDITIONS OF THE PURCHASE OF GRAINS by przez Viterra Polska Spółka z ograniczoną odpowiedzialnością with its registered office in Gdańsk of 30th November 2020
2. GENERAL TERMS AND CONDITIONS OF THE SALES OF GRAINS by przez Viterra Polska Spółka z ograniczoną odpowiedzialnością with its registered office in Gdańsk of 30th November 2020
3. GENERAL TERMS AND CONDITIONS OF THE PURCHASE of Rapeseed by Viterra Polska Spółka z ograniczoną odpowiedzialnością, with its registered office in Gdańsk of 30.11.2020
4. GENERAL TERMS AND CONDITIONS OF THE SALES of Rapeseed by Viterra Polska Spółka z ograniczoną odpowiedzialnością, with its registered office in Gdańsk of 30.11.2020
5. GENERAL TERMS AND CONDITIONS OF THE PURCHASE of Soybeans by Viterra Polska Spółką z ograniczoną odpowiedzialnością with its registered office in Gdańsk of 30-11-2020
6. GENERAL TERMS AND CONDITIONS OF THE SALES of Soybeans by Viterra Polska Spółką z ograniczoną odpowiedzialnością with its registered office in Gdańsk of 30-11-2020
7. GENERAL TERMS AND CONDITIONS OF THE SALES of Rapeseedmeal by Viterra Polska Spółka z ograniczoną odpowiedzialnością of 30.11.2020
8. GENERAL TERMS AND CONDITIONS OF THE SALES of Soyabeanmeal and Sunmeal by Viterra Polska Spółka z ograniczoną odpowiedzialnością, with its registered office in Gdańsk of 30-11-2020
9. GENERAL TERMS AND CONDITIONS OF THE SALES of vegetable oils of 30th of November 2020
10. Terms and Conditions of Purchase of Rapeseed to Lubmin Plant by Viterra Polska Sp. z o.o. - „Rapeseed Terms” – 01-07-2022 / Einkaufsbedingungen der Viterra Polska Sp. z o.o. für Raps für das Werk Lubmin - „Raps-Bedingungen” – 01-07-2022

VITERRA COMPLIANCE CLAUSE

Each counterparty concluding a contract for the purchase or sale of commodities with Viterra Polska Sp. z o.o. (hereinafter referred to as the "Contract"), is obliged to comply with the following principles of Viterra Compliance.

1. General Compliance Clause:

The counterparty and Viterra Polska Sp. z o.o., referred to separately as the "Party", or collectively as the "Parties", hereby warrant, represent and undertake, that they will comply with all applicable laws, rules and regulations including without limitation sanctions, anti-corruption, anti-money laundering and tax laws in performing the Contract.

2. General Sanctions Clause:

The parties represent, warrant and undertake to each other that:

- a) They are not the subject of any economic or financial sanctions or trade embargoes administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") the U.S. Departments of State or Commerce, the United Nations Security Council ("UNSC"), the European Union ("EU"), or other applicable sanctions authority (collectively, "Sanctions").
- b) The following persons and entities related to the Parties also are not the subject of the Sanctions listed in point a):
 - their subsidiaries,
 - board members, directors and other senior executives or officers,
 - entities or persons that supervising the Parties, including the Owner (Owners) and beneficial owners,
 - any person on whose behalf the Parties are acting in connection with the Contract.
- c) No sanctioned entity or person has any beneficial or other property interest in the Contract nor will have any participation in or derive any other financial or economic benefit from the Contract.



- d) Either party will not use the commodity or received payments, provided by the other party in terms of the Contract to fund or facilitate any activities that are the subject of the Sanctions, including the activities of sanctioned entities or persons and any activities related to any country or territory that is the subject of comprehensive Sanctions (i.e., country-wide or territory-wide, including, but not limited to Crimea, Cuba, Iran, North Korea, Syria, the Luhansk People's Republic and the Donetsk People's Republic and other sanctioned countries) (a "Sanctioned Country"), unless such activity complies with all applicable Sanctions and does not place either Party in violation of Sanctions. The Buyer will inform the Seller immediately, but latest prior to commencement of loading/prior to shipment, about any sale to a Sanctioned Country.

Seller represents and warrants that the Commodity has not originated or come from or through any Sanctioned Country.

3. Vessel Compliance Clause

The Parties warrant and represent that they will not nominate and/or appropriate any vessel in the performance of their obligations under the Contract in violation of any applicable Sanctions, and they will refrain from performing any other activities that would put either Party in breach, or under designation risk, of Sanctions.

The Parties will have the right to reject any nomination of the vessel which:

- violates any Sanctions,
- puts either Party in breach, or under designation risk, of any Sanctions,
- otherwise involves a vessel that is the subject of any Sanctions (including, but not limited to, vessels that are the subject of Sanctions due to ownership or country of registration, or that appear on any Sanctions list),

by serving a rejection notice on the other Party detailing the grounds for the rejection of the vessel.

Service of such rejection notice shall not constitute a breach of the Contract and either Party shall not be liable to the other party for any losses, claims, costs, expenses, damages or liabilities arising in connection with any such rejection. If either Party rejects a nomination of the vessel on these grounds it shall be entitled, at its sole discretion, to (i) require the other Party to promptly nominate a suitable substitute vessel; or (ii) terminate the Contract.

The Party nominating a vessel in breach of this clause, shall indemnify the other party against any costs, expenses, losses and liabilities it occurs as a result.

Strona dokonująca nominacji statku z naruszeniem niniejszej klauzuli, zwolni drugą stronę z odpowiedzialności z tytułu wszelkich kosztów, wydatków, strat lub zobowiązań, jakie mogą pojawić się w związku z tym.

The Party nominating a vessel in breach of this clause, shall indemnify the other party against any costs, expenses, losses and liabilities which may occur as a result of such nomination.

Any exercise by the Party of its right under this Vessel Compliance Clause shall be without prejudice to any other rights or remedies of it.

Viterra Polska sp. z o. o.

Mirosława Chmęrkowska

Viterra Polska sp. z o. o.

Krzysztof Winczewski