

# GENERAL TERMS AND CONDITIONS FOR SALE OF GOODS OF AGROFERT, a.s.

## I. INTRODUCTORY PROVISIONS

- 1.1 These general business terms and conditions for sale of goods of AGROFERT, a.s. (hereinafter the “**Terms**”) apply to all legal relations arising during the sale of goods—agricultural commodities, feed ingredients and supplementary substances (hereinafter the “**Goods**”)—where the supplier or seller is AGROFERT, a.s., registered office: Pyšelská 2327/2, Chodov, 149 00 Prague 4, business ID number: 26185610, entered in the Commercial Register under file ref. B 6626/MSPH, (hereinafter the “**Seller**”) and the other party is the client or buyer (hereinafter the “**Buyer**”). The individual provisions of these Terms apply and are binding on the contracting parties unless a specific purchase contract, framework purchase contract or confirmed order (hereinafter a “**Purchase Contract**” or “**Contract**”) between the Seller and the Buyer provides otherwise. Familiarisation with these Terms is confirmed by the Buyer by concluding a Purchase Contract, making an order and by signing these Terms.
- 1.2 The Purchase Contract, its annexes and these Terms form the full and complete Purchase Contract, which represents the aggregate of rights and duties of the contracting parties in relation to the delivery of Goods by the Seller to the Buyer in accordance with the terms of the Purchase Contract. In the event there is a discrepancy or variance between these documents, their legal priority is determined in the following order: Purchase Contract, annexes to Purchase Contract and these Terms. These Terms have priority over the provisions of the law that are not mandatory.
- 1.3. The Buyer is entitled to make a request for Goods in writing, electronically (by e-mail), by fax, by telephone or in person. Every request must contain the requisites stated below, at least:
- Complete identification of the Buyer (company, registered office, business ID number, tax ID number, information about VAT payer, entry in the Commercial Register, contact person, including telephone number and e-mail address);
  - Precise identification of the subject of the order (Goods);
  - Quantity of Goods, method and place of delivery of Goods, delivery terms in accordance with INCOTERMS® 2020;
  - Electronic address for sending electronic invoices;
  - Name, position and signature of person authorised to act for the Buyer.
- 1.4. Based on a request delivered, the Seller will issue the Buyer a written (electronic) confirmation or will send it a draft Purchase Contract with its own parameters or inform the Buyer that it is not able to comply with the request. A Purchase Contract is regarded as having been concluded at the moment the contracting parties agree on all requisites of the Contract. Any offer of Goods made by the Seller is not binding, until a written Purchase Contract is concluded, unless such offer is designated by the Seller as binding.
- 2.4. In the case of transport that is arranged by the Seller, the Buyer is obliged to hand over to the Seller transport instructions for the delivery of Goods in full and on time, but no later than seven days (for rail transport no later than 14 days) before the required delivery of the Goods. If the Buyer does not hand over transport instructions to the Seller by the aforementioned deadline, the Seller is entitled:
- a) After a prior written notice to the Buyer, to send the Goods to the usual place of performance and choose the means of transport. If there is no usual place of performance, the Seller is entitled to send Goods:
- In the case of rail transport to the railway station at the Buyer’s registered office, or if there is no such railway station, to a place which is the nearest to the Buyer’s registered office;
  - In the case of truck transport, to the address of the Buyer’s registered office; and
  - In the case of ship transport to the port in the place of the Buyer’s registered office, or if there is no such port, to the place closest to the Buyer’s registered office; or
- b) To withdraw from the Contract in a unilateral act with effects of withdrawal as of the moment of delivery of written notification of withdrawal to the Buyer. In such case the Seller is entitled to ask the Buyer for compensation for all damage it suffered.
- 2.5. In the event of delivery of Goods by the Buyer’s own transport or through a contractual carrier of the Buyer, the Buyer is obliged to hand over to the Seller (i) a list of registration plates of vehicles used for the transport of Goods; (ii) the date of acceptance of Goods by the Buyer or a contractual carrier of the Buyer; (iii) the necessary documents concerning individual means of transport; and (iv) a list of persons authorised to accept the Goods.
- 2.6. The Goods are sold as bulk goods or in non-returnable packaging in accordance with the manufacturer’s conditions, to ensure their storage and protection. If Goods are sold on returnable pallets or in returnable packaging, the Buyer is obliged to return the returnable packaging or pallets in accordance with the Seller’s instructions.
- 2.7. If the Buyer arranges the transport of Goods using its own transport, it is obliged to package or secure them for transport in accordance with legal regulations or in the way usual for the relevant type of Goods. The Buyer is liable for such packaging or securing of Goods corresponding to valid legal, technical and safety regulations. The Buyer takes note that the Seller is not obliged to examine their suitability for transport of Goods.
- 2.8. In the event of a delay by the Buyer returning returnable packaging or pallets in accordance with the Seller’s instructions, the Buyer is obliged to pay the Seller the purchase price for them, based on an invoice that the Seller issues to the Buyer in the amount of the usual market price.
- 2.9. In the event the Seller does not deliver Goods in full and on time, the Buyer will provide the Seller with an additional reasonable period for compliance with this duty resulting from a delivery of Goods, which cannot be shorter than five business days in the case of deliveries in the Czech Republic and ten business days in the case of deliveries outside the Czech Republic, counted from the day the Seller received from the Buyer a written notification of the provision of such additional period.
- 2.10. In the event the Buyer does not take delivery or accept Goods by the agreed deadline and does not accept them even within an additional period of five days after the expiry of the agreed period, the Seller is entitled to withdraw from the Purchase Contract by making a unilateral declaration, where the effects of withdrawal will occur at the moment of delivery of

## II. DELIVERY TERMS

- 2.1. The place of performance (delivery) is agreed in the Contract; if it is not agreed there, the place of delivery is the Buyer’s registered office. Transport to the place of performance (delivery, destination) is arranged by the Seller on its own account and responsibility and at its own expense, unless the contracting parties agree otherwise.
- 2.2. The date of performance (delivery) is agreed in the Contract, where the Seller is entitled to make deliveries of Goods even in parts until the delivery of the total quantity of Goods. The Buyer is obliged to accept individual deliveries of Goods.
- 2.3. All provisions concerning the sale, transport and change to ownership right to the Goods are governed by the INCOTERMS® 2020 international rules for the interpretation of delivery terms, unless the Contract expressly provides otherwise.

written notification of withdrawal to the Buyer. In this context the Seller is entitled to make a claim against the Buyer for compensation for all related costs and damage it suffered as well as lost profit.

- 2.11. The full and timely delivery of Goods by the Seller is conditional on the provision of the necessary cooperation by the Buyer in accordance with the Purchase Contract and these Terms. In the event the Buyer is in delay with performing any of its duties resulting from these Terms or the Purchase Contract, or in any way makes it impossible for the Seller to comply with a duty to deliver Goods, the Seller's duty to deliver Goods in time is met if, no later than the last day of the agreed period for performance, the Goods are ready for dispatch in the place of performance or handover and the Seller sends the Buyer a message about this fact.

### 3. PURCHASE PRICE, PAYMENT TERMS

- 3.1. The Buyer undertakes to pay the Seller the purchase price agreed in the Purchase Contract, based on an invoice issued by the Seller. The purchase price will correspond to the agreed delivery parity. VAT in the statutory amount will be added to the purchase price.
- 3.2. The Seller will bill the purchase price for the Goods delivered in an invoice sent to the Buyer after the delivery of Goods. An invoice will serve as an accounting document in accordance with Act No. 563/1991 Coll., on accounting, as amended, and will contain the requisites of a tax document in accordance with Act No. 235/2004 Coll., on value added tax, as amended (hereinafter the "VAT Act"), or any requisites in accordance with other legal regulations. The Seller is entitled to issue an invoice electronically in PDF format with all the requisites in accordance with Art. 226 of Council Directive EU 2006/112/EC. Such electronic invoice will be sent from the address komodity@agrofert.cz to the Buyer's electronic address that is notified to it in an order or is stated in the Contract. For the purpose of the electronic exchange of data and invoicing, the parties undertake to conclude a relevant contract.
- 3.3. If an invoice does not contain all the requisites in accordance with legal regulations or the requisites set by the Purchase Contract, or if it contains material or content errors, the Buyer is entitled to return the invoice to the Seller together with a written statement of defects or shortcomings of the relevant invoice.
- 3.4. The due date for invoices is stated in the Purchase Contract. If the due date is not stated, the due date for an invoice is 14 days after the date of taxable supplies.
- 3.5. Payment is regarded as having been made if the whole invoiced amount is credited to the Seller's bank account. In the event that, due to fault on the Buyer's part, a payment is made to a bank account of the Seller other than that stated on an invoice and the Seller incurs additional costs for this reason, these costs will preferentially be paid from the amount credited. The remaining amount will be regarded as an unpaid part of the original receivable.
- 3.6. In the event of a delay by the Buyer with paying any amounts in accordance with the Purchase Contract, the Seller is entitled:
- In the event of a delay by the Buyer with the payment of a partial instalment, to request the payment of the whole receivable; or
  - To request an advance payment in a reasonable time for a delivery/partial delivery/ pursuant to a contract; or
  - To suspend deliveries of Goods (in such case non-performance of deliveries by the Seller is not a breach of the Contract and the Seller is not liable to the Buyer for any detriment caused); or
  - To withdraw from the Contract in full or in part in a unilateral act, where the effects of withdrawal occur at the moment of delivery of a written notification of withdrawal to the Buyer. The Seller may also withdraw in the event the Buyer does not provide an advance payment in time pursuant to para. b).

Regardless of the selection of the aforementioned claims, the Seller is also entitled to request and the Buyer is obliged to pay the Seller default interest in the statutory amount.

- 3.7. The Buyer is not entitled to withhold the purchase price or part thereof or Goods complained about due to its own claims against the Seller. The Buyer is not entitled to set off any of its claims against the purchase price, even if those claims are based on rights under complaints made on time.
- 3.8. The Buyer represents that it is in good economic condition, is not an entity against which seizure or insolvency proceedings are being conducted and is not conducting any dispute in which a failure would lead to an obligation on the compliance with which would be impossible or would economically destabilise the Buyer. The Buyer is not an entity at risk of entry into insolvency proceedings and fulfils all its due liabilities in full and in time.
- 3.9. The Buyer represents that it is not an entity with which proceedings are being conducted about its entry in records of unreliable taxpayers and has not been declared an unreliable taxpayer, and it accepts the duty to inform the Seller if it becomes an unreliable payer in accordance with the VAT Act.
- 3.10. If exports of Goods in accordance with this Purchase Contract to a European Union Member State pursuant to the relevant provisions of Act No. 235/2004 Coll., on value added tax, as amended, are to be exempted from VAT, the Buyer undertakes to prove to the Seller the delivery of Goods to another Member State by producing a confirmed CMR, CIM or other transport document and the Buyer will also send the relevant confirmed declaration that is part of an invoice that the Goods were transported to another Member State.

### 4. SECURITY FOR PURCHASE PRICE

- 4.1. In the Purchase Contract, the contracting parties may agree a credit limit for the Buyer. The Seller will release Goods in accordance with the Buyer's orders up to this set credit limit.
- 4.2. The credit limit is equal to the sum of unpaid receivables of the Seller from the Buyer arising from deliveries of Goods, including VAT. The credit limit also includes future receivables of the Seller from the Buyer that arise from accepted orders or otherwise concluded Purchase Contracts, based on which the Seller is obliged to deliver Goods to the Buyer in the future.
- 4.3. In the event a credit limit is set by the Contract and the credit limit is not also an insurance limit for receivables with the insurance company designated by the Seller, the Buyer is obliged to provide security up to the agreed credit limit in the form of collateral, guarantees (after acceptance by the Seller pursuant to Section 2018(1) of the Civil Code), financial guarantees or a blank promissory note, i.e. a note issued by the Buyer with an aval by a natural person. Such note with a blank note amount and due date will be deposited at the Seller's registered office and the Seller may complete it in the event the Buyer does not perform its obligations resulting from the Contract or deliveries of Goods, and submit it to the Buyer for payment.
- 4.4. If the Buyer is to pay the principal, interest and costs related to the claiming of any receivable of the Seller, performance will first be used to settle costs already determined, then default interest, interest and, finally, the principal. The contracting parties have agreed to exclude the application of Section 1932(2) of the Civil Code.
- 4.5. In the event of a delay by the Buyer with paying the purchase price or performing another duty of the Buyer set in the Contract or these Terms, the Seller is entitled to apply for the security, i.e. to call on the guarantors to perform, exercise a lien or fill in an amount in a blank note up to the Buyer's total debt arisen under the Contract, existing as at the day of completion, i.e. up to the amount of unpaid purchase prices for deliveries of Goods together with accessories, a contractual penalty, entitlement to damages and/or any other penalties. The due date for a note will be the seventh calendar day after the note's completion.

## **5. OWNERSHIP RIGHT AND RISK OF DAMAGE TO GOODS**

- 5.1. The Buyer acquires an ownership right to the Goods at the moment that is agreed in the Purchase Contract, and if one is not agreed in the Purchase Contract, then at the moment of delivery of the Goods.
- 5.2. The risk of damage to the Goods is transferred to the Buyer at the moment that is agreed in the Purchase Contract; if no such moment is agreed, then at the moment of acceptance of the Goods from the Seller. Damage to the Goods that occurs after the transfer of the risk of damage to the Goods to the Buyer does not release the Buyer from the duty of paying the Seller the purchase price.

## **6. QUANTITY, QUALITY OF GOODS**

- 6.1. The Seller is obliged to deliver Goods in the quantity, quality and design determined by the Purchase Contract, and must wrap them or prepare them for transport in the manner stated in the Purchase Contract.
- 6.2. The quantity of Goods is agreed in the Contract in set units, volume or weight. The Seller's duty to deliver the Buyer the agreed quantity of Goods and the Buyer's duty to take delivery of the agreed quantity of Goods is regarded as having been met if the quantity of Goods actually delivered and accepted differs from the quantity of Goods agreed in the Purchase Contract by no more than +/- 5%.
- 6.3. What is decisive when determining the quantity of Goods is the weight determined in the Contract, and, if it is not determined, then the weight in the place of loading ascertained using a properly verified weighing equipment. For rail and road weigh bridges, Goods must be weighed using the so-called static weighing method.
- 6.4. If the Buyer takes a smaller quantity of Goods from the Seller than agreed in the Purchase Contract and after taking into account a quantity tolerance of +/- 5% pursuant to Art. 6.2 of these Terms, the Buyer undertakes to pay the Seller a contractual penalty of 2% of the price of such quantity of Goods not taken delivery of.
- 6.5. By paying a contractual penalty in accordance with the previous provisions the duty to take delivery of the remaining quantity of Goods regarding which the contractual penalty is paid is terminated unless the Seller and the Buyer agree otherwise in writing.
- 6.6. The obligation to pay a contractual penalty in accordance with the previous provisions does not arise, if the breach of duties by one of the contracting parties was a consequence of an extraordinarily unforeseeable obstacle that could not be overcome or force majeure.
- 6.7. If one of the contracting parties withdraws from this Purchase Contract, the right to the payment of a contractual penalty in accordance with the previous provisions will remain valid.
- 6.8. Any agreed contractual penalty in accordance with the relevant provisions of the Purchase Contract and/or these Terms does not relieve the aggrieved contracting party from the right to damages caused by such breach of a contractual duty by the opposite contracting party and does not relieve the contracting party breaching its duty from payment of a compensation for damage beyond the contractual penalty paid.

## **7. LIABILITY FOR DEFECTS IN GOODS**

- 7.1. If Goods delivered do not correspond, in terms of the quantity, quality, design or packaging, to the conditions stipulated in the Purchase Contract, the Goods have defects. The Buyer is obliged to prove defects in Goods to the Seller in a trustworthy manner.
- 7.2. The Buyer is obliged to check Goods immediately after their delivery. The Buyer is obliged to notify defects ascertainable during acceptance to the Seller promptly during acceptance and record them in writing in the carrier's delivery note or bill of lading. Defects ascertainable during an inspection of Goods that cannot be determined visually upon acceptance of the Goods shall be notified to the Seller no later than within 5 calendar days of the delivery of Goods, where the Buyer is obliged to send the Seller a written document on an inspection with a finding of defects in Goods.

Defects ascertainable in a laboratory analysis confirmed by an independent inspection company must be notified by the Buyer to the Seller within 14 calendar days of the performance of the analysis, but within no more than 20 days of delivery of Goods. The Seller is not liable for defects notified later.

- 7.3. If the Buyer ascertains damage to transport equipment, packaging for the Goods or circumstances indicating a decrease in the amount of the Goods during transport that represents a decrease in the Goods of more than 0.5%, it is obliged to ask the carrier to re-weigh the shipment and, in the event a deviation is found from the weight stated in the transport document representing a decrease of more than 0.5%, ask it to draft the relevant record (for carriage by rail – commercial record of the Czech Railways, ČD) and make a complaint to the carrier. Weight differences for consignments transported by rail are dealt with based on the ČD Transport Rules.
- 7.4. The Buyer has introduced a procedure for taking, checking and storing samples of Goods for the Seller's needs in accordance with valid legal regulations, standards or quality standards valid for the relevant type of Goods, but for at least 6 months after their taking; in the event of a complaint about Goods, it is obliged to store the samples until the time a complaint is dealt with. In the event of a complaint about defects in the quality of Goods, the Buyer will submit to the Seller together with a complaint also an average sample of the Goods complained about that was taken in the presence of an independent expert third party, or in the presence of the Seller's representative. This average sample will be divided by the Buyer in the presence of an independent expert third party into three parts; one part is for the Seller, it will keep one part for itself and it will promptly send one part to an independent inspection body (e.g. the Central Institute for Supervising and Testing in Agriculture or the State Phytosanitary Administration), unless the contracting parties agree on another authoritative inspection institute. The result of a laboratory analysis by this body is binding on both contracting parties for the handling of a complaint.
- 7.5. Within five business days of receiving a written notification of the Buyer about defects ascertained, the Seller will notify the Buyer of its proposal for how to proceed with the complaint or will reject the complaint. The Seller is entitled to reject a complaint even after this period, if it proves to be illegitimate.
- 7.6. For the period for which a complaint about Goods is being dealt with until the moment of its completion, the Buyer is obliged, unless the contracting parties agree otherwise, to store Goods complained about separate to other Goods and it cannot dispose of the Goods in a manner that would make impossible a check on defects complained about by the Seller or an independent inspection company. The Seller is entitled to send its representative to the Buyer for the purpose of checking a complaint or claim and inspecting stored Goods in the place they are stored. The Buyer is obliged to enable the Seller's representatives or an independent inspection body to examine Goods regarding which it is making a complaint.
- 7.7. If the Seller recognises a complaint as being legitimate, the Buyer may request the delivery of Goods as a substitute for missing or defective Goods or a discount on the purchase price. The Buyer may withdraw from the Contract only in the event the delivery of defective Goods breached the Purchase Contract in a material manner. A right to withdraw from the Contract, however, does not arise if the Buyer is not able to return the Goods in the state in which it received them.
- 7.8. In the event of delivery of substitute Goods or in the case of withdrawal by the Buyer from the Purchase Contract, the Buyer is obliged to return the Goods to the Seller in the state in which it accepted them from the Seller. Without the Seller's express written consent, the Buyer is not entitled to return the Goods to the Seller before the end of complaint proceedings.
- 7.9. If the Buyer breaches its duty to perform a timely inspection of the Goods or notify the Seller of defects in accordance with these Terms, the Seller is entitled to reject a complaint and the Buyer's rights under liability for defects do not arise in such case.

7.10. In the event of a dispute between the Seller and the Buyer about the quality of goods, what is decisive for both contracting parties is a binding measurement and decision made by an independent inspection company (expert third party). The costs of the measurement and decision will be borne by the party whose allegations about the quality of the Goods will prove to be incorrect based on the measurement and decision by the independent inspection company.

## 8. WITHDRAWAL FROM PURCHASE CONTRACT

8.1. The Seller and the Buyer are entitled to withdraw from the Purchase Contract, in addition to other cases stipulated by these Terms, if the other contracting party commits a material breach of duties resulting from it from the Purchase Contract. The following, in particular, are regarded as material breaches of contractual duties:

- A delay by the Buyer paying the purchase price or any amounts due in accordance with the Purchase Contract or these Terms longer than 30 days;
- A delay by the Seller with delivering Goods longer than 30 days;
- A delay by the Buyer taking delivery longer than 30 days.

8.2. Withdrawal from the Purchase Contract is effective upon the delivery of written notification of the contracting party withdrawing from the Purchase Contract to the other contracting party. A notification of withdrawal from the Purchase Contract must specifically state the reason for withdrawal.

8.3. Withdrawal from the Purchase Contract terminates all rights and duties of the parties under the Purchase Contract, with the exception of rights to damages and to the payment of a contractual penalty and the provisions of the Purchase Contract and of these Terms that concern the choice of law, resolution of disputes between the parties and adjustment of the parties' rights and duties in case of the termination of the Purchase Contract. If a debt was secured, such withdrawal does not affect the security.

## 9. COMPENSATION FOR DAMAGE

9.1. A contracting party that breaches any duty resulting from the Purchase Contract is obliged to compensate the other contracting party for damage that it causes through a breach of duty; this also applies to the entity whose interest compliance with the agreed duty was evidently to serve.

9.2. The duty to compensate damage does not arise if non-compliance with the duty by the obliged party was caused by the action of the party suffering detriment or a lack of co-operation that the party suffering detriment was obliged to provide. The contracting party that committed a breach of duty is not obliged to compensate the other contracting party for damage caused thereby, if it proves that such breach of duty was a consequence of an obstacle that was extraordinarily unforeseeable and could not be overcome or a consequence of force majeure.

9.3. If there is a breach of any duty under the Purchase Contract by any of the contracting parties and, as a consequence of such breach of a duty, the other contracting party suffers or both parties suffer damage, the contracting parties will use all efforts and means for an amicable out-of-court resolution of compensation for damage.

## 10. FORCE MAJEURE

10.1. Neither of the contracting parties is responsible for any non-compliance with a duty under the Purchase Contract, with the exception of the duty to pay the purchase price, if such non-compliance or delay was caused by an extraordinary, unforeseeable or non-removable obstacle, or obstacle that would be expensive to remove that cannot be overcome or would be very hard to overcome and that occurred independently of the will of the obliged party and prevented it from complying with its duty (hereinafter "Force Majeure"). An obstacle that is expensive to remove is understood to be an obstacle that costs more than 3% of the original price. An obstacle arising due to the personal situation of the obliged party or arising at the time the party was already in delay with performing a contracted duty or an obstacle that the obliged party was obliged to overcome, however, does not release it from the liability for performing the obligation.

10.2. For the purposes of this Purchase Contract, if the conditions stated in the previous paragraph are met, the following, in particular, are regarded as Force Majeure events:

- Accidents or serious defects in production equipment of the Seller or production equipment of a supplier of raw materials or semi-finished products for the Seller; or
- Natural disasters, fires, earthquakes, landslides, floods, flooding, whirlwinds and other atmospheric problems and phenomena of a marked extent; or
- Quarantines ordered, wars, rebellions, uprisings, civil disturbances or strikes (including announced strikes); or
- Decisions or normative acts of public authority bodies, regulations, restrictions, embargoes, prohibitions or other intervention of international associations of countries, individual countries, bodies of State administration or self-government; or
- A delay by suppliers or sub-suppliers of the Seller (if such delay occurs as a consequence of events or circumstances whose consequences a supplier or sub-supplier is not able to prevent or avoid, regardless of the exercise of reasonable caution and care by them).

10.3. The contracting party that breached, breaches or expects, with regard to all known facts, that it will breach a duty under the Purchase Contract, as a consequence of a Force Majeure event occurring, is obliged to promptly notify the other contracting party of such breach or event and make every possible effort to avert such event or its consequences and to remove them.

10.4. In the event that force majeure applies for more than 90 days, any contracting party may withdraw from the Purchase Contract.

## 11. CHOICE OF LAW AND DISPUTE RESOLUTION

11.1. The legal relationship, or rather the rights and duties of the contracting parties under the Purchase Contract, their securing, change and termination are governed exclusively by the legal order of the Czech Republic, in particular Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "Civil Code" in these General Sale Terms and Conditions). Trade clauses used in the Purchase Contract are interpreted in accordance with INCOTERMS® 2020.

11.2. The application of the UN Convention on Contracts for the International Sale of Goods of 11 April 1980 and international private law standards is excluded.

11.3. If any dispute arises between the contracting parties in relation to the Purchase Contract, its application or interpretation, the contracting parties will make every effort to ensure such dispute is resolved amicably.

11.4. The contracting parties agree that the courts of the Czech Republic have exclusive power and jurisdiction. If a dispute cannot be resolved amicably, either of the contracting parties is entitled to submit the dispute for a decision to the court that has the jurisdiction on the substance and local jurisdiction in accordance with the Seller's registered office.

## 12. DUTY OF CONFIDENTIALITY

12.1. The Buyer may not provide, disclose or otherwise enable access by any third party or make use for itself or for another or use in conflict with the purpose of the Contract any information that is competitively significant, determinable, valuable and is not ordinarily available in the relevant business circles, disclosed directly or indirectly by the Seller in tangible or intangible form or with which it familiarises itself in connection with the performance of duties in accordance with the Contract (hereinafter the "Duty of Confidentiality").

12.2. The Duty of Confidentiality does not apply regarding information that:

- The Buyer obtained before the conclusion of the Contract, without breaching any legal duty;
- The Seller itself provided to a third party or published before the conclusion of the Contract or during its validity;
- Became generally available before the conclusion of the Contract or

while it was valid, without a breach of the Duty of Confidentiality by one of the contracting parties;

- Is expressly designated by the Seller, during provision or disclosure, in writing as information to which the Duty of Confidentiality does not apply; and
- Whose provision is necessary for the purposes of performance of the Contract, only for the provision of such information to approved cooperating persons of the Buyer and under the condition that such cooperating person will be obliged to protect the information at least to the same extent as the Buyer is bound to do so.

### 13. OTHER PROVISIONS

- 13.1. The Purchase Contract may be amended only by written amendments that will be numbered in ascending order and signed by the contracting parties' authorised representatives. The contracting parties exclude the acceptance of an offer with an amendment or deviation and insist on the achievement of complete agreement on the total content of a written amendment and its requisites.
- 13.2. The Buyer is obliged to submit to the Seller, at its request, documents about its legal existence, authorisation to do business (extract from Commercial Register, registration as a VAT payer, extract from the trade license register, etc.), bank account and, in the event of any changes thereto, submit documents with updated information without delay.
- 13.3. The Buyer is obliged to promptly notify the Seller of every change to the personnel of its statutory body and every change to a controlling entity in accordance with valid legal regulations, no later than within 14 days of the moment the change occurred. In the event of a breach of this obligation, the Seller becomes entitled to damages for the damage suffered directly or indirectly as a consequence of a breach of this duty by the Buyer.
- 13.4. All representations of the Buyer contained in these Terms will be kept valid by the Buyer for the entire duration of deliveries of Goods between the Seller and the Buyer.
- 13.5. The Seller reserves the right to withdraw in writing from the Contract in the event that a change to the personnel of the statutory body of the Buyer or its controlling entity is assessed by the Seller as highly-risky. The withdrawal is effective at the moment of delivery of notification of withdrawal to the Buyer.
- 13.6. The Seller is entitled to assign its rights and duties resulting from the Contract to any third party. Without the Seller's written consent, the Buyer is not entitled to unilaterally assign its rights or duties under the Purchase Contract or the Contract as a whole to a third party.
- 13.7. The Buyer is not entitled to unilaterally set off its receivables due from the Seller without the Seller's consent.
- 13.8. No provision of the Purchase Contract or these Terms is or will be interpreted or understood as the provision of any exclusivity by the Seller to the Buyer for a certain area or for certain customers of the Buyer.
- 13.9. The contracting parties accept the risk of a change of circumstances in the meaning of Section 1765(2) of the Civil Code.

- 13.10. The contracting parties have agreed to exclude the application of Sections 1798 to 1801 of the Civil Code.
- 13.11. Any agreed contractual penalty in accordance with the relevant provisions of the Purchase Contract and/or these Sales Terms and Conditions does not relieve the aggrieved contracting party from the right to reimbursement of damage caused by such breach of a contractual duty by the opposite contracting party and does not relieve the contracting party breaching its duty from payment of a compensation for damage beyond the contractual penalty paid.
- 13.12. AGROFERT, a.s., as a personal data controller, hereby informs the other contracting party whose personal data are being processed of the method and extent of personal data processing by the controller, including the extent of rights of data subjects related to processing of their personal data. Information about personal data processing is available at the address [www.agrofert.cz](http://www.agrofert.cz).
- 13.13. These Terms apply to all deliveries of the Seller's Goods to the Buyer during their term. Any terms of collection stated or pre-printed in an order of the Buyer, as well as any other terms in an order of the Buyer that are not in compliance with these Terms are excluded.
- 13.14. These Terms come into force and effect on 1 September 2022. The Seller will send an amendment to these Terms to the Buyer for information purposes no less than 30 days before it comes into force.

The Buyer represents that it has familiarised itself with the General Business Terms and Conditions for Sale of Goods of AGROFERT, a.s., and agrees with their content, which, upon their acceptance, become part of future Purchase Contracts between the Seller and the Buyer, in witness whereof it appends its signature.

In ..... on .....

Signature: .....

Company: .....

Represented by: .....