

TERMS AND CONDITIONS OF SALE AND DELIVERY

of FH CERES Sp. z o.o., a private company with limited liability, having its registered office in Kociolki, Poland.

I GENERAL

Article 1

- 1.1 These terms and conditions shall apply to all our price quotations and sales contracts, insofar as such contracts or our written confirmation of agreements do not deviate from them. In the event of contrariety between the text of our price quotations and/or contracts and these general terms and conditions, the text of the price quotation and/or contract shall prevail.
- 1.2 We consider an agreement to be conclusively made when we confirm it in writing or the buyer signs the contract presented by us.
- 1.3 Our agents are not authorised to bind us unconditionally. Our agents are only authorised to buy and sell on the condition of our approval.
- 1.4 All our price quotations are completely free of obligation unless expressly stated otherwise in the price quotation.

Article 2

- 2.1 In the event of variations or contrariety between these commercial terms and conditions and those of other parties, our terms and conditions shall prevail.
- 2.2 In the event of a dispute regarding the meaning of a translation of these conditions, the Polish text shall prevail.
- 2.3 If one of the stipulations (or a part thereof) of these terms and conditions, or any part of the underlying agreement, should prove null and void or become annulled, the remainder of the content of the stipulation and the conditions shall remain unimpaired and/or the underlying agreement shall stand.
- 2.4 In such a case, the parties shall effect an arrangement for the void and/or nullified passage which follows as closely as possible the intentions of the parties with the underlying agreement or these general terms and conditions, unless the stipulation or part of the agreement is of such importance to us that we cannot reasonably be required to maintain the agreement under those circumstances.

II DELIVERY AND RECEIPT

Article 3

- 3.1 All our sales agreements shall be regarded as being made in Kociolki, Poland unless otherwise agreed upon in writing.
- 3.2 Unless otherwise agreed upon in writing, our products shall be sold and delivered at the location where the goods were first loaded for transport. Once delivered, the goods shall be transported at our expense and at the risk of the buyer, if agreed upon in writing. The legal transfer of ownership shall, in any case, take place at the point when the products are loaded at/in the vehicle for transport.
- 3.3 Payment of the purchase price shall take place in Kociolki, Poland. Unless otherwise agreed upon in writing, the purchase price shall be indicated in euros.

Article 4

- 4.1 The buyer shall ensure that the goods he has purchased shall be received (and, if necessary, delivered on demand), at the agreed place and time.
- 4.2 If buyer and seller agree that the amount purchased shall be supplied for a particular period, the buyer must call and receive regular, equal or almost equal quantities throughout this period. The buyer must allow for a period of at least seven days for each delivery and call.
- 4.3 If the buyer does not strictly or fully comply with these obligations, we are entitled to consider the agreement dissolved insofar as it has not been carried out, without being required to declare breach of contract, and to demand full loss compensation for the part of the agreement that was not carried out.
- 4.4 The agreed delivery time shall be regarded as a target date, not a deadline.

III FORCE MAJEURE

Article 5

- 5.1 In the event of force majeure, we reserve the right to curtail our compliance with our contracts for the duration of the force majeure. If the duration or seriousness of the force majeure requires—which is solely at our discretion—we reserve the right to consider the sales contract dissolved insofar as it has not been carried out, without judicial intervention, and we shall not be under any obligation to pay compensation for any loss. We may dissolve the agreement without right to loss compensation if

the force majeure situation persists for longer than one month and/or if the outlook indicates that the force majeure situation will last longer than one month.

- 5.2 Unless otherwise determined at a later point, force majeure shall be considered as any unusual circumstance which makes compliance with our supply obligations impossible or so difficult that compliance cannot in fairness be expected, such as war, mobilisation, strike, absence of personnel, labour unrest, revolution, riots, disorder, storm, floating ice, flooding, stagnation in power or water supply, fire at commercial premises, business stagnation due to machinery¹, breakdown or difficulties with energy supply, traffic obstructions, transport problems, partial or complete crop failure, drought or persistent and/or abnormally high volumes of rain, disease or pest infestation of crop, suppliers being in breach of contract, etc. Moreover, we reserve the right to dissolve the contract insofar as it has not been complied with without obligation to pay any loss compensation if government measures impede the import, export and transit of purchased goods and/or make such movements financially disadvantageous for us, and the buyer is not prepared on the first request to compensate us for our financial disadvantage in supplying the goods.
- 5.3 Force majeure of our suppliers, including growers, shall apply as force majeure for us.

Article 6

- 6.1 All our sales contracts for agricultural products are made under condition of harvest. If, as a result of a poor harvest with respect to the quantity and/or quality of agricultural products, smaller quantities of the product are available than could reasonably have been expected when the contract was signed (including if such products are declared unfit for consumption by competent authorities), we reserve the right to proportionately reduce the quantities of goods sold by us. Supplying this reduced quantity shall then be considered as fulfilling our supply obligations in full. In such a case we are not obliged to supply replacement agricultural products, nor are we liable for any loss whatsoever.

IV QUALITY

Article 7

- 7.1 The products supplied by us are subject to spoilage, and keeping quality and food quality after delivery depend greatly on the manner of transport and/or storage, upon which we have no further influence after delivery of the goods. Therefore, upon delivery of the products, the buyer should weigh and test the product at his own expense, including taking random samples and slicing them in half, measuring the product temperature and pesticide residues, to determine whether the product, in his opinion, meets the agreed requirements for quality. The buyer should also check for foreign objects among the onions and remove any he finds.
- 7.2 The buyer may only claim the right of revendication regarding quality or quantity of the goods supplied during actual delivery of the goods, i.e. during the loading of the goods on the vehicle supplied by the buyer, or in all other cases, before the goods have been unloaded.
- 7.3 The buyer waives his right to revendication when he actually receives the goods, either when they are loaded onto the vehicle(s) sent by him or when they are unloaded at the place he has designated.
- 7.4 If a buyer refuses to receive our goods on the grounds that the goods are allegedly faulty, he is required to inform us of the situation by fax immediately or at least within one hour after refusal, or risk waiving his rights. If we dismiss the complaint by fax or do not accept the complaint in writing within one hour, the buyer must immediately, i.e. within six hours after the complaint was expressed, have an independent inspection carried out in our presence by a certified expert or risk waiving his rights. We reserve the right to have another expert carry out a second inspection.

- 7.5 We are authorised to replace justifiably rejected goods with other goods, but we are not obliged to do so. If we replace the goods, we reserve the right to subtract the refused goods from the total quantity sold without any obligation to compensate for loss.
- 7.6 If the buyer of the goods offered for delivery wrongly refuses to receive the goods, we are authorised to dissolve the entire contract and/or the entire agreement insofar as it has not been carried out, and to require loss compensation, even if the refusal involves only a partial shipment.
- 7.7 If we dissolve the agreement or refuse further delivery on any of the grounds stipulated above, we shall be obliged to inform the buyer in writing and/or by electronic mail without further formalities being required.
- 7.8 The loss suffered by us and to be suffered by us as a result of the non-delivery or partial delivery of goods sold by us shall be remunerated to us in full. This loss compensation shall consist of at least the difference between the price agreed with the buyer and the current price on the date of non-fulfilment, plus the loss of profit and other loss, including consequential loss.
- 7.9 A buyer who falls short of his obligations shall be liable for our losses by the sole fact of non-purchase or failure to purchase on time.

V LIABILITY

Article 8

- 8.1 Our liability for loss, howsoever this loss may have occurred, shall be expressly excluded, except and insofar as this loss may be attributed to our intent or gross negligence. Our liability shall under all circumstances be limited to the net invoice amount of the product or service supplied and from which the loss derived.

VI PAYMENT

Article 9

- 9.1 Our invoices, unless otherwise agreed upon in writing, shall be paid within 14 days following the invoice date. The buyer shall not make deductions or suspend payment. In the event of non-payment within the payment period the buyer shall be charged interest at a rate of 1.5% per month, whereby a part of a month shall be considered as a full month, without any notice of default being required.
- 9.2 Furthermore, after the payment period has been exceeded, we are authorised to instruct our legal counsel to recover our debt. All costs relating to the debt collection, both in and out of court, shall be charged to the buyer. The out-of-court costs shall be calculated at 15% of the principal, with a minimum of €250.
- 9.3 We reserve the right, in the event that our invoices are not paid within the abovementioned period, to suspend any further deliveries or execution of the assignment until the outstanding invoices are paid or a bank guarantee is provided as surety for the payment of the goods that have been and shall be delivered. We may also require such a guarantee if at the time of the delivery we have well-founded reasons to doubt the solvency of the buyer, without the need to provide further justification for this doubt to the buyer.
- 9.4 We reserve the right to cancel the agreement insofar as it has not been carried out if the buyer remains in breach of the payment owed for 2 x 24 hours after payment has been demanded of him in writing. In such a case, we reserve the right to demand payment for the entire loss resulting from the non-performance.
- 9.5 If the invoice value of the products supplied by us approaches or exceeds the credit limit set by our credit company, we reserve the right to suspend our further deliveries for as long as the buyer fails to provide a bank guarantee from a bank for the payment of the invoice value of the deliveries above that credit limit. We have the right to dissolve the agreement if the buyer does not submit this bank guarantee within two days after we have requested it. The buyer must also compensate us for our loss in full.
- 9.6 We have the right at all times to deduct our payment obligations towards a debtor from the debts that debtor owes to us.

VII RETENTION OF TITLE

Article 10

- 10.1 All products supplied in fulfilment of this agreement shall remain our property until the purchase price with all applicable charges has been paid in full and we have no other demands on the buyer. If information about the buyer comes to light which suggests that payment of the purchase amount is uncertain after an agreement has been made, we reserve the right to ask the buyer for payment surety. The buyer is then required to provide us with a bank guarantee acceptable to us at his own cost within 24 hours of the request. If the buyer remains in breach of this obligation, we reserve the right to dissolve the purchase agreement and demand full loss compensation.
- 10.2 If the goods supplied by us are no longer present in their original form and/or packaging or if they have been processed into other products, a pledge without notification to the debtor shall apply on our behalf with regard to those goods, which pledge shall remain in effect until all debts owed to us by the debtor, from any transaction whatsoever, have been paid in full.
- 10.3 In the event of late payment, suspension of payment or bankruptcy, we are entitled to reclaim our goods and to enter the premises and buildings of the buyer for that purpose. The buyer grants us the right to do so by entering into the purchase agreement.

VIII DISPUTES

Article 11

- 11.1 The laws of Poland shall apply to all our offers and agreements. Our agreements are completely implemented in Poland.
- 11.2 The stipulations of the Vienna Sales Convention (CISG) are excluded.
- 11.3 Any disputes which may arise from our offers and agreements or from consequences thereof, shall be adjudicated by a court having jurisdiction over a company's seat. We nevertheless have the right to deviate from this stipulation and allow the adjudication to take place at the city court of the opposite party.