



General Terms and Conditions of the ENVIEN GROUP

II Special Part

Introductory Provisions

1. This Special Part of the General Terms and Conditions of the ENVIEN Group further regulates the contractual relationship between the EG Company and its Business Partner (hereinafter jointly referred to as the “Parties”) according to the type of the concluded commitment and supplements the General Part of the GTC.
2. The Special Part of the GTC forms an integral part of the GTC. The General Terms and Conditions of the ENVIEN Group constitute a single document that consists of 2 parts: the General Part and the Special Part. The Special Part of the GTC specifies and supplements the provisions applicable to the contractual relationship between the EG Company and its Business Partner according to its nature.
3. The Special Part of the GTC includes 4 parts:
 - Part A Purchase of Corn and Rapeseed
 - Part B Sale of Byproducts (DDGS, Rapeseed Meal, Glycerine, Lecithin Sludge and Other Byproducts)
 - Part C Purchase of Oils
 - Part D Purchase of Goods and Services, Work performance
4. Unless otherwise stipulated in the Contract between the Parties, the GTC are deemed to form an integral part thereof.
5. Each contractual relationship between the Parties is always governed by the General Part of the GTC and a given part A, B, C or D of the Special Part of the GTC according to the nature of the contractual commitment.

Special Part B

Sale of Byproducts

(DDGS, Rapeseed Meal, Glycerine, Lecithin Sludge and Other Byproducts)

Article I

Introductory Provisions

1. This Special Part B of the GTC regulates the contractual relations between the EG Company as the seller (hereinafter referred to as the **“Seller”**) and its Business Partners as buyers (the hereinafter referred to as the **“Buyer”**) in the sale of DDGS, rapeseed meal, glycerine and lecithin sludge and other byproducts under paragraph 2 of this Article of the GTC under purchase contracts concluded between the Seller and the Buyer (hereinafter referred to as the **“Contract”**).
2. The subject-matter of these purchase Contracts is the sale of:
 - a) DDGS – dried corn pulp obtained as a secondary product of corn processing, produced by drying and pelleting. They are intended as dried animal feed or for technical purposes.
 - b) Rapeseed meal – a secondary product from the production of crude oil, which is obtained by subsequent extraction of rapeseed after pressing. It is used as a feed material for the preparation of compound feed for all livestock or for technical purposes.
 - c) Glycerine – a liquid that is formed as a secondary product in the production of biodiesel (fatty acid methyl ester), obtained by transesterification of fatty acid triglycerides. It is used as a feed material, in a biogas plant for biogas production, in the chemical, food, pharmaceutical and construction industries.
 - d) Lecithin sludge – a secondary product that is formed in the process of degumming crude oils, used for the purposes in biogas plants.
 - e) Corn syrup – a byproduct of the manufacture of spirit, obtained by concentrating the liquid portion of the pulp after separation of the malt, intended for technical purposes.
 - f) G-phase – or the “glycerine phase”, is a liquid that is formed as a byproduct in the production of biodiesel. It contains mainly glycerine, methanol and fatty acids. All these substances can be further processed and used as feedstock in other sectors.
 - g) other byproducts specified in the Contract(hereinafter referred to as the **“Byproduct”**).

Article II

Definitions

“Parties” mean the joint reference to the Buyer and the Seller who have jointly entered into a legal relationship under the Contract; the **“Party”** in singular, means any party to the Contract thus concluded.

“Total Purchase Price” means the purchase price for the Byproduct Delivery determined as a multiple of the unit purchase price and the weight of the Byproduct Delivery.

“Total Byproduct Quantity” means the quantity of the Byproduct, the delivery of which is the subject-matter of the commitment between the Seller and the Buyer for the agreed term of the Contract, with a monthly tolerance specified in the Contract at the choice of the Seller.

“Byproduct Delivery” means an individual Byproduct Delivery under the Contract.

“Checkpoint” means a place at the Place of Delivery where the weight of the Byproduct Delivery will be determined, such place being equipped with a road/rail scale complying with the technical standard STN EN 45501 or another technical standard applicable at the Place of Delivery.

“Place of Delivery” means the place where the Byproduct Delivery is to be delivered, as specified in the Contract; most often either the Buyer’s contracted warehouse (under the DAP term) or the Seller’s contracted warehouse (under the FCA term), or another place specified in the Contract.

Article III **Quality Specification**

1. The Seller will supply the Byproduct meeting the quality according to the Contract or according to the quality specification of the given Byproduct provided in the respective annex to the Contract (hereinafter referred to as the “Quality Specification”).

Article IV **Basic Terms and Conditions of Byproduct Delivery**

Byproduct Quantity

1. The Seller shall deliver to the Buyer the quantity of the Byproduct according to the Contract (with a possible tolerance specified in the Contract).
2. The Parties agree that if the Seller delivers to the Buyer the quantity of Byproduct in excess of the quantity under the Contract and the Buyer accepts such delivery, the delivery of such Byproduct (exceeding the quantity under para. 1 of this Article of the GTC) will be subject to the provisions of the Contract and these GTC.
3. Partial acceptance of Byproduct Deliveries is not permitted.

Delivery Date

4. Individual Byproduct Deliveries will be made in accordance with the terms agreed in the Contract on the basis of mutually agreed dispatch plans by means of electronic communication at DAP parity or on the basis of a confirmed time slot at FCA parity (see Article VI. para. 7 of these GTC).
5. The Seller is entitled to unilaterally change the agreed dispatch schedule or the confirmed time slot, if the Buyer is notified of such change at least 24 hours before the originally agreed date of the Byproduct Delivery.
6. Should the Buyer be in delay with the collection of the Byproduct Delivery against the dispatch schedule or confirmed time slot, the Seller is entitled to a contractual penalty of 10 EUR per one ton of uncollected Byproduct per day of delay against the agreed dispatch schedule or confirmed time slot. The payment of the contractual penalty does not release the Buyer from the obligation to collect the Byproduct Delivery or a part thereof, which the Buyer has not collected in accordance with the dispatch schedule or the confirmed time slot; this is without prejudice to the Seller’s right to full compensation for damage.

7. If the Buyer does not collect the Byproduct Delivery by the deadline under the Contract, the Seller is also entitled to store the Byproduct Delivery at the Buyer's expense, eventually even at a third party, or sell the Byproduct Delivery or any part thereof to a third party, in which case the Buyer shall pay the Seller the positive difference between the price under the Contract and that at which the Seller will sell the uncollected Byproduct Delivery to a third party as well as the Byproduct Delivery storage costs incurred until the date when the Byproduct Delivery or a part thereof was sold to a third party. The Buyer loses the right to have the Byproduct Deliveries or parts thereof, that the Buyer did not collect properly and timely under the Contract, delivered and the Total Byproduct Quantity is reduced by the quantity of the Byproduct corresponding to such uncollected Byproduct Deliveries; this is without prejudice to the Seller's right to full compensation for damage. Should the Buyer be in delay with collecting the Byproduct Delivery on at least two occasions (which do not need to occur simultaneously) during the term of the Contract, the Seller is entitled to withdraw from the Contract.

Place of Delivery

8. Byproduct transport will be provided in accordance with the Incoterms®2020 clause contained in the Contract. Preferably, the Byproduct will be transported either under the Incoterms®2020 FCA or DAP clause, but the agreement of the Parties on another clause is not excluded.
9. If the Place of Delivery is not agreed in the Contract, the Place of Delivery is considered to be the contractual warehouse of the Seller on Trnavská cesta, Leopoldov 920 41, the Slovak republic.

Byproduct Delivery

10. Byproduct Delivery may be transported in a manner and by a type of transport means other than that agreed in the Contract only with the prior written consent of the other Party.

Article V**Additional Sales Arrangements under DAP Incoterms®2020 Delivery Term**

1. The provisions of this article of the GTC apply if the Place of Delivery is agreed in the Contract by the Parties as a reference to the Incoterms®2020 DAP + specific Place of Delivery.
2. The Parties agree that the Byproduct may be delivered to the Buyer under DAP, as defined in Incoterms®2020, with further other special arrangements below:
 - (a) The Byproduct Delivery is deemed to have been duly delivered to the Buyer at the moment when the Buyer is allowed to dispose of it at the Place of Delivery;
 - (b) The ownership of the Byproduct Delivery passes to the Buyer only upon full payment of the Total Purchase Price for the respective Byproduct Delivery;
 - (c) The risk of loss of or damage to the Byproduct Delivery passes to the Buyer by its proper delivery.
3. The transport of the Byproduct Deliveries to the Place of Delivery is provided by the Seller at the Seller's expense by agreed means suitable for the transport of the Byproduct. The Seller is entitled to deliver the Byproduct through a third party (a carrier).
4. The Parties agree that for the purposes of calculating the Total Purchase Price, the weight of the Byproduct Delivery determined at the Checkpoint by the Seller or a third party that is the Seller's supplier shall be decisive, and subsequently stated in the delivery note. The weight determined in this way will be deemed decisive for and binding on both Parties. The Buyer shall pay the purchase price only for the quantity actually delivered.
5. The Seller undertakes to issue a separate weighing slip for each Byproduct Delivery. The weighing slip is the basis for issuance of the delivery note. In the event of road transport with delivery outside

the Slovak Republic, the Seller will also issue an International Consignment Note (CMR note), which will be signed by the Seller, the Buyer and the carrier. In the case of rail transport with delivery outside the Slovak Republic, the Seller will also issue an International Rail Consignment Note (CIM note), which will be signed by the Seller, the Buyer and the carrier.

6. The Buyer undertakes to confirm the respective delivery note, CIM note or CMR note at the place of unloading of the Byproduct and hand it over to the carrier or the Seller.
7. The Buyer declares that its VAT ID No. provided in the Contract is valid. The Parties agree that the declaration under the previous sentence is deemed to be repeated at any time during the term of the Contract.
8. In the event that at any time during the term of the Contract the Buyer's declaration contained in para. 7 of this Article of the GTC becomes false, incorrect or incomplete (i.e. if the VAT ID No. provided in para. 7 of this Article becomes invalid), the Buyer undertakes to notify the Seller thereof without undue delay after learning of this fact.
9. The Buyer acknowledges that from the moment its VAT ID No. provided in the Contract becomes invalid, the Seller is required to add value added tax to the purchase price of the Byproduct in accordance with the legislation applicable in the Slovak Republic and the Buyer undertakes to pay this tax. The Buyer also undertakes to compensate the Seller for any damage caused as a result of breach of the Buyer's obligation under para. 7 and 8 of this Article of the GTC, including the reimbursement for costs incurred by the Seller in relation to the Buyer's invalid VAT ID No. (in particular the costs of paid fines imposed by the competent tax office, of the services of tax, accounting or other advisors and other costs of correcting the amount of tax paid by the Seller in accordance with legal regulations effective in the Slovak Republic).
10. In the event of breach of its obligation under para. 7 and 8 of this Article of the GTC, the Buyer undertakes to pay the Seller a contractual penalty in the amount equal to the amount of the value added tax under generally binding legal regulations at the time of the Byproduct Delivery, calculated from the Total Purchase Price of the Byproduct delivered at the time when the Buyer was not registered for VAT. The Parties agree that the exercise of the right to the contractual penalty under the Contract is without prejudice to the Buyer's right to full compensation for damage (also damage in excess of the contractual penalty) caused by the Buyer as a result of a breach of the Buyer's obligation that is subject to a contractual penalty.
11. The Seller is not obliged to deliver the Byproduct to the Buyer if the Place of Delivery is in a country other than the country that assigned the VAT ID No. specified in the Contract to the Buyer, unless the Buyer has notified the Seller in advance that the Byproduct Delivery is a tripartite trade in accordance with Article 141 of Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax.
12. Should the Buyer be in delay with the collection of the Byproduct Delivery, i.e. does not collect the Byproduct Delivery according to the dispatch schedule, in addition to other penalties stipulated in these GTC, the Buyer shall also reimburse the Seller for all transport costs of the Byproduct and other costs (e.g. demurrage) incurred by the Seller in relation to the Byproduct Delivery, which the Buyer did not collect in accordance with the dispatch schedule.

Article VI

Additional Sales Arrangements under FCA Incoterms®2020 Delivery Term

1. The provisions of this article of the GTC apply if the Place of Delivery is agreed in the Contract by the Parties as a reference to the Incoterms®2020 FCA.
2. The Parties agree that the Byproduct may be delivered to the Buyer under FCA Trnavská cesta, 920 41 Leopoldov, the Slovak republic, as defined in Incoterms®2020, with further special arrangements below:
 - (a) The Byproduct Delivery is deemed to have been duly delivered to the Buyer at the moment when the Buyer is allowed to dispose of it at the Place of Delivery;
 - (b) The ownership of the Byproduct Delivery passes to the Buyer only upon full payment of the Total Purchase Price for the respective Byproduct Delivery;
 - (c) The risk of loss of or damage to the Byproduct Delivery passes to the Buyer by its proper delivery.
3. The Buyer is obliged to ensure the transport of the Byproduct and declares that the transport of the Byproduct is carried out at the Buyer's expense or by the Buyer's own means of transport. The Buyer is entitled to deliver the Byproduct through a third party (a carrier).
4. Logistics and transport management, including the weighing system, takes place at the Seller in the electronic time slot management system (hereinafter referred to as the "TSM"). After concluding the Contract, the Buyer shall immediately register in the Seller's electronic TSM system by entering its e-mail address specified in the Contract. Each Byproduct Delivery is scheduled in the electronic TSM system by selecting free time slots for the Byproduct Delivery.
5. The Buyer acknowledges that without registration in the TSM system, the Seller is entitled not to perform the Byproduct Delivery (due to inability of its dispatch from the warehouse) and the Buyer is in delay with the collection of the Byproduct Delivery.
6. Each Byproduct Delivery is assigned its own unique identification number in the TSM system, the so-called TSM ID code (hereinafter referred to as the "TSM ID"). The Buyer, or its carrier, is obliged to identify himself with TSM ID when collecting the Byproduct Delivery from the Seller's premises in Leopoldov.
7. Each Byproduct Delivery will be made based on a confirmed time slot. After selecting the time slot, the Buyer will receive a notification e-mail, which will contain the TSM ID, agreed date and time of dispatch, place of loading, type of commodity, quantity of commodity and type of the means of transport, or carrier identification. The time slot confirmed in this way is binding on the Parties and the Buyer undertakes to collect the Byproduct Delivery in accordance with the confirmed time slot, i.e. to collect the Byproduct Delivery at the agreed time and in the agreed quantity according to the confirmed time slot.
8. At the time according to the confirmed time slot, the Buyer shall make available at the Place of Delivery the means of transport by which the Byproduct Delivery will be transported. The means of transport must be suitable for the transport of the Byproduct and must be thoroughly cleaned and inspected for residues from the previous load by the Buyer before loading. If the Buyer fails to fulfil any of these obligations, the Seller is not obliged to deliver the Byproduct Delivery in question to the Buyer; the Buyer loses the right to Byproduct Deliveries not delivered for this reason, as a result of which the Total Byproduct Quantity under the Contract is reduced by the quantity corresponding to the Byproduct Deliveries thus undelivered.
9. In addition to selecting the time slot, the Buyer shall indicate in the TSM the country of destination, i.e. the place of unloading of the Byproduct (at least indicating the country of unloading).
10. The Seller is not obliged to deliver the Byproduct to the Buyer if the Place of unloading of the Byproduct is in a country other than the country that assigned the VAT ID No. specified in the



Contract to the Buyer, unless the Buyer has notified the Seller in advance that the Byproduct Delivery is a tripartite trade in accordance with Article 141 of Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax.

11. If the Buyer orders goods under the VAT ID No. issued in an EU Member State other than the Slovak Republic, the Buyer undertakes that after the Byproduct is delivered, it will not be immediately sold (i.e. the legal and economic ownership will not be transferred) in the Slovak Republic. The Parties declare that if the Buyer orders the Byproduct under the VAT ID No. issued in an EU Member State other than the Slovak Republic, the Byproduct will leave the Slovak Republic and at the same time the Byproduct transport will be provided by the Buyer, and the Byproduct Delivery will be treated as an intra-Community transaction in accordance with Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax, which is exempt from value added tax pursuant to Section 43 of Act No. 222/2004 Coll. on Value Added Tax, as amended.
12. The Parties agree that for the purposes of calculating the Total Purchase Price, the weight of the Byproduct Delivery determined at the Checkpoint by the Seller or a third party that is the Seller's supplier shall be decisive, and subsequently stated in the delivery note. The weight determined in this way will be deemed decisive for and binding on both Parties. The Buyer shall pay the purchase price only for the quantity actually delivered.
13. The Seller undertakes to issue a separate weighing slip for each Byproduct Delivery. The weighing slip is the basis for issuing the delivery note. In the event of road transport with delivery outside the Slovak Republic, the Seller will also issue an International Consignment Note (CMR note), which will be signed by the Seller, the Buyer and the carrier. In the case of rail transport with delivery outside the Slovak Republic, the Seller will also issue an International Rail Consignment Note (CIM note), which will be signed by the Seller, the Buyer and the carrier.
14. If the transport of the Byproduct is carried out by the Buyer by its own means of transport and the place of unloading of the Byproduct is outside the Slovak Republic, the CIM and the CMR notes are replaced by the "Confirmation of the receipt of goods by the buyer or a person authorised by the buyer".
15. The Buyer undertakes to confirm the delivery note, CIM or CMR notes at the place of unloading of the Byproduct and either hand over the signed original to the carrier or deliver it to the Seller by post or deliver a scanned document electronically via e-mail without undue delay, not later than 8 days from the Byproduct Delivery. At the same time, the Buyer undertakes to confirm the document "Confirmation of the provision of transport and acceptance of goods by the customer" (Appendix No. 1 to the Special Part B of the GTC, which is an annex to this Contract, and deliver it to the Seller by post or electronically by e-mail without undue delay, no later than the 10th day of the month following the delivery of the goods.
16. Should the Buyer breach its obligation to sign and deliver the respective document to the Seller within 8 days of the Byproduct Delivery, the Seller is entitled to suspend Byproduct Deliveries under the Contract without prior notice until receiving all undelivered documents, whereby the Buyer loses the right to Byproduct Deliveries which have not been delivered due to the suspension of deliveries, and the Total Byproduct Quantity will be reduced by the quantity corresponding to such undelivered Byproduct Deliveries.
17. The Buyer declares that its VAT ID No. provided in the Contract is valid. The Parties agree that the declaration under the previous sentence is deemed to be repeated at any time during the term of the Contract.

18. In the event that at any time during the term of the Contract the Buyer's declaration contained in para. 15 of this Article of the GTC becomes false, incorrect or incomplete (i.e. if the VAT ID No. provided in the Contract becomes invalid), the Buyer undertakes to notify the Seller thereof without undue delay after learning of this fact.
19. The Buyer acknowledges that from the moment its VAT ID No. provided in the Contract becomes invalid, the Seller is required to add value added tax to the purchase price of the Byproduct in accordance with the legislation applicable in the Slovak Republic and the Buyer undertakes to pay this tax. The Buyer also undertakes to compensate the Seller for all damage caused as a result of breach of the Buyer's obligation under para. 17 and 18, including the reimbursement for costs incurred by the Seller in relation to the Buyer's invalid VAT ID No. (in particular the costs of paid fines imposed by the competent tax office, of the services of tax, accounting or other advisors and other costs of correcting the amount of tax paid by the Seller in accordance with legal regulations effective in the Slovak Republic).
20. The Parties agree that the arrangement under para. 19 of this Article of the GTC concerning damages will apply mutatis mutandis if the Buyer is in delay with the delivery of documents under para. 15 or the Buyer's declaration under para. 3 of this Article of the GTC (declaration of transport at the Buyer's expense or by its own means of transport) or under para. 11 of this Article of the GTC (declaration that there will be no immediate resale in the Slovak Republic) is not true, and as a result of such a delay, the Seller is obliged to add value added tax to the purchase price in accordance with legal regulations effective in the Slovak Republic.
21. Should the Buyer breach its obligation under para. 17 (declaration of valid VAT ID No.) or under para. 3 (declaration of transport at the Buyer's own expense or by its own means of transport) or under para. 11 (declaration that there will be no immediate resale in the Slovak Republic) or under para. 15 (confirmation of the relevant delivery document and its delivery to the Seller not later than 8 days after the Byproduct Delivery) of this Article of the GTC, the Buyer undertakes to pay the Seller a contractual penalty in an amount equal to the amount of value added tax under generally binding legal regulations at the time of the Byproduct Delivery, calculated from the Total Purchase Price of the Byproduct delivered at the time when the Buyer was not registered for VAT; this is without prejudice to the Seller's right to full compensation for damage. The Seller is also entitled to withdraw from the Contract.
22. Breach of the Buyer's obligations and commitments laid down in para. 3, 11, 15, 17, 18 is considered as a material breach and the Seller has the right to withdraw from the Contract.

Article VII

Purchase Price and Payment Terms and Conditions

1. The Buyer undertakes to pay the Seller the Total Purchase Price within the period specified in the Contract. The Total Purchase Price will be calculated based on the data on the total weight of the Byproduct Delivery specified in the delivery note.
2. In the event of a delay with the payment of the Total Purchase Price or any other payment under the Contract or under any other contract between the Seller and the Buyer for more than seven (7) days, the Seller has the right to suspend Byproduct Deliveries without prior notice, and the Buyer automatically loses the right for the replacement of Byproduct Deliveries which, due to the suspension of deliveries, could not be collected at that time in accordance with the dispatch schedule or the confirmed time slot and the Total Byproduct Quantity will be reduced by the

quantity of the Byproduct corresponding to such undelivered Byproduct Deliveries. The Seller has the right to suspend Byproduct Deliveries until all due receivables of the Seller under the Contract or under any other contract between the Seller and the Buyer have been paid.-

3. The Seller will issue an invoice within 15 days of making a proper Byproduct Delivery and deliver the invoice to the Buyer. The invoice will be accompanied by a delivery note or CIM or CMR notes (or the "Confirmation of the receipt of goods").
4. Invoice payment date is the date of crediting the amount due to the bank account of the Seller.
5. In the event of a delay in the payment of the Total Purchase Price or any other payment under the Contract, the Buyer undertakes to pay the Seller late payment interest of 0.1% of the amount due for each day of delay; this is without prejudice to the Seller's right to full compensation for damage.
6. Should the Buyer be in delay with the payment of the Total Purchase Price or any other payment under or in connection with the Contract and not make the payment within 10 days of the date of receipt of the Seller's request, the Seller is entitled to withdraw from the Contract. Should the Buyer be more than twice in delay with the payment of the Total Purchase Price or any other payment under or in connection with the Contract (such delays need not occur simultaneously), the Seller is entitled to withdraw from the Contract immediately.

Article VIII

Liability for Byproduct Defects

1. The Seller is responsible for ensuring that the Byproduct meets the quality requirements specified in the Contract at the time of delivery to the Buyer. Any description or suggestion made by the Seller regarding the use of the Byproduct or the suitability of the Byproduct for any purpose is made in good faith, but the Seller is not responsible for the usability or suitability of the Byproduct for any purpose.
2. In the event that the quality of the Byproduct Delivery does not correspond to that agreed under the Contract, the Buyer is entitled to a reasonable discount on the total price of the Byproduct Delivery if the Buyer claims this right against the Seller within 48 hours of delivering the Byproduct Delivery.
3. In the event that individual Byproduct Deliveries repeatedly (at least three times) during six (6) consecutive months do not meet the quality requirements specified in an annex to the Contract, the Buyer is entitled to withdraw from the Contract.
4. If the Buyer was entitled to claim a discount on the Total Purchase Price in connection with defective performance (Byproduct Delivery), the Buyer is not entitled to compensation for damage caused as a result of such defective performance (or any other payment).
5. If the Buyer does not accept the analysis of quality characteristics performed by the Seller's laboratory or the laboratory of a third party that is the Seller's supplier, if the Byproduct is delivered through a third party, the final decision on the quality indicators will be the result of an analysis performed by EUROFINS BEL/NOVAMANN s.r.o., with its registered office at Komjatická 73, 940 02 Nové Zámky, Company ID No. 31 329 209 (and in case the Byproduct is a fodder: EUROFINS Food Testing Slovakia s.r.o., with its registered office at Komjatická 73, 940 02 Nové Zámky, Company ID No.: 52 601 714), or ÚKSUP – Central Control and Testing Institute in Agriculture in Bratislava from the samples taken by the Seller or a third party that is the supplier of the Seller, if the Byproduct is delivered through a third party. The costs associated with an impartial control analysis will be borne by the Party to the detriment of which the impartial control analysis will be concluded.

Article IX
Liability for Damage

1. The Seller is not liable to the Buyer for lost profit and damage caused as a result of having to incur costs due to a breach of the Seller's obligation.
2. The Seller's liability for any of the Buyer's claims, including the contractual penalty and claims for damages arising under or in connection with the Contract, is limited to an amount equal to 5% of that part of the Total Purchase Price that corresponds to the Byproduct quantity delivered late by the Seller, up to a maximum of EUR 20,000 for the entire term of the Contract. In the event that it is not possible to determine the amount that limits the Seller's liability for any of the Buyer's claims under the previous sentence, this amount will be determined as 5% of the Total Purchase Price, but not more than EUR 20,000 for the entire term of the Contract.
3. Should any of the circumstances excluding liability arise, which will prevent the Buyer or the Seller from performing the Contract for more than 35 days, the Seller is entitled to withdraw from the Contract. The Total Byproduct Quantity will be reduced proportionately by the quantity that should have been delivered during the existence of circumstances excluding liability, regardless of which Party is affected by the circumstances excluding liability (i.e. including the circumstances excluding liability affecting the Seller), unless otherwise determined by the Seller.
4. If as a result of a breach of the Contract by the Buyer any claim is asserted against the Seller by a third party, in particular a third party that is the Seller's supplier, the Buyer undertakes to pay such claim without delay on behalf of the Seller or, if not possible for any reason, reimburse the Seller for all the associated costs.
5. The Seller is only responsible for ensuring that the Byproduct meets the quality requirements specified in the Contract at the time of delivery to the Buyer. Any description or suggestion made by the Seller regarding the use of the Byproduct for any purpose is made in good faith, but the Seller is not responsible for the usability or suitability of the Byproduct for any purpose.

In Leopoldov on 1.1.2021

ENVIEN GROUP Companies:

ENVIRAL, a.s.

MEROCO, a.s.

Poľnoservis, a.s.

ENAGRO, a.s

RT LOGISTIC, a.s.

BPS Hubice, s. r. o.

Centrum výskumu a vývoja, s. r. o.