

**ADDITIONAL TERMS AND CONDITIONS OF SALES FROM AND PURCHASES FOR
MAGDEBURG PLANT – version July 2021**

Definitions:

- a) "Selling party" - is the party who is the seller under the sale/purchase contract concluded basis these Conditions,
- b) "Buying party" - is the party who is the purchaser under the sale/purchase contract concluded basis these Conditions,

SECTION 1 – GENERAL

In case of discrepancy between these Conditions and any special terms and conditions referred to in the written sales/purchase confirmation (written contract prepared by VITERRA) the latter shall prevail.

SECTION 2 – DELIVERY

1. In case of purchase or sale of Goods by VITERRA the delivery shall be made within the agreed delivery period at a time and in accordance with schedule provided by VITERRA. VITERRA will provide the detailed delivery time schedule which shall be strictly complied with by the other party.

In case the delivery time schedule of particular sale/purchase contract is not properly executed by the other party, VITERRA shall be entitled (at VITERRA's own discretion) to:

- a) either grant the other party the grace period appropriate for picking up or deliver the outstanding balance of the Goods (this refers to partial delivery schedule covering part of the delivery period and/or entire contractual delivery period) and claim damages for delay in performance; or
- b) in case of VITERRA's sale - load the cargo balance not executed by the Purchaser on the appropriate transport means and put such cargo at the disposal, risk and cost of the Purchaser and the Purchaser is obliged to accept it; or
- c) in case of VITERRA's purchase - claim the replacement value of the balance not executed on time (either partial or entire) as per the delivery schedule basis the market prices prevailing on the market within 3-7 days following the day of the other party's default (market prices to be understood as prices quoted by any broker and/or other trading companies and/or prices at which VITERRA is trading the respective Goods); or
- d) to terminate the contract entirely or the part not yet performed on time and claim damages at any time; VITERRA is entitled to terminate the entire balance of the contract not executed in case any partial delivery schedule is not performed timely and properly by the other party,

2. In case of sale of Goods by VITERRA, VITERRA shall make reasonable effort to meet the agreed time of delivery. However, VITERRA shall be released from obligation to meet contractual delivery period in case circumstances beyond VITERRA's control occur such as (including but not limited to) force majeure and acts of God, export and import restrictions, appropriate laws significant changes, problems in preparing the Goods for shipment, disruptions of operations (including but not limited to breakdown of machinery, fire, etc.), bad weather, strikes or any similar actions, states of emergency or loading and transportation difficulties.

If any of above events occur VITERRA (at its own discretion) is entitled to (i) either terminate the contract (entirely or partially) with immediate effect without damages or (ii) extend the agreed delivery period by the duration of such event for the time required to resume deliveries. VITERRA shall immediately notify the other party about occurrence of any above event, its potential duration (if possible to be determined) and about decision made with regards to the balance of the contract (partial or entire termination or extension).

SECTION 3 – LOADING

1. In case of VITERRA's sale. Loading of the Goods shall be performed within the working hours specified by VITERRA and notified to the other party. All costs arising from delays in loading for

which VITERRA is not responsible such as demurrage and transport costs shall be borne by the other party.

Loading shall be made in accordance with operational requirements and within the technical possibilities (limits) of VITERRA's plant.

2. Acceptance of Goods by the other party. The other party (in case of purchasing the Goods from VITERRA) has the right to appoint its representative to be present at loading and shall notify it to VITERRA at least one day prior his arrival.

3. Suitable means of transportation. The other party (in case of purchase Goods from VITERRA) shall be obliged to present for loading only suitable (appropriate, meeting all legal and technical requirements) means of transport at the time of acceptance of the Goods. VITERRA is entitled to reject (at the cost and risk of the other party) any means of transport not meeting above requirements.

SECTION 4 – QUALITY, WEIGHT, SAMPLING

1. The Goods delivered shall be of merchantable quality and meet the quality parameters provided under the sale contract.

2. Unless otherwise specifically provided under the sale/ purchase contract the tolerance of +/- 2 % of total volume agreed in the contract is acceptable. Such tolerance to be always on the side of the selling party.

3. Unless otherwise agreed, quality of Goods shall be determined by VITERRA's laboratory or 1st class Superintendent appointed by VITERRA at its own costs and discretion. Such quality is final and binding upon the parties.

SECTION 5 – NOTICE OF DEFECTS

1. The recipient of Goods shall inspect the Goods immediately prior acceptance and discharge its own silos. In the event of a claim, the selling party shall immediately (within maximum 3 working days after arrival date to first destination) be notified by e-mail which parameters are not in accordance with the contract (analyze of the 1st class independent laboratory to be attached - such analyze is called "first analyze"). The Goods, which are subject to the claim, cannot be discharged from the means of transport.

2. In case the claim is raised as above, the selling party (being the counterparty to Viterra) is entitled to either: a) take back the Goods claimed and replace them with goods conforming to the contract or b) make second analyze of the Goods (parameters claimed by the buying party) by the 1st class independent laboratory. In case option b) is chosen the average parameters of the first and second analyze shall apply for final settlement of the Goods claimed.

3. Once the delivered Goods are discharged from means of transport originally presented for loading at selling party's loading place they shall be deemed to have been approved by the buying party as complying with the contract. Any warranty claims – in particular, claims for damages – shall be excluded thereafter.

SECTION 6 – PRICES AND TERMS OF PAYMENT

1. All agreed prices shall be exclusive of any tax, i.e. the current energy and value added tax as well as any other applicable taxes and duties shall be paid by the buying party in addition to the agreed prices.

2. The buying party shall be deemed to be in default without a reminder if it fails to effect payment when due as per the contract.

3. Default interest may be charged at the rate of 12% per annum.

SECTION 7 – RIGHTS OF THE SELLER

1. The selling party may at its own discretion refuse performance under the contract or request

prepayment for the Goods to be shipped, if:

(i) the buying party is in default with acceptance of a delivery or payment under any other contracts concluded with the selling party, and/or

(ii) the buying party's company is entered into liquidation proceedings, or the trustee is being appointed or any other bankruptcy proceedings are commenced or the company is transferred to a competitor of the selling party and/or;

(iii) the credit limit (provided in the contract by the selling party) for the deliveries is exceeded.

In all or any of such situations, the selling party may terminate the contract or the part thereof not yet performed without any liability for damages. The selling party is entitled to claim all damages and losses incurred as a result of above.

SECTION 8 – RETENTION OF TITLE

1. The selling party holds the title to the Goods delivered till the Goods are fully paid by the buying party.

2. In case the buying party is in default of any payment and at sole opinion of the selling party the buying party's economic situation deteriorated the selling party can take back the Goods covered by the retention of title. In case this option is executed by the selling party it shall constitute the selling party's notification of partial respective sale contract termination (such termination concerns the Goods taken back). The buying party is obliged to enable the selling party free access to the place where the Goods are stored and enable him to take back the Goods. All costs of such operation are for the buying party's account.

SECTION 9 – FINAL PROVISIONS

1. These Conditions and all contracts concluded basis them shall be governed by German laws. The provisions of Convention on International Sale of Goods are excluded.

2. Any disputes arising from or in connection with contracts to which these Conditions apply shall exclusively be settled in the courts of VITERRA's premises jurisdiction.

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