

## Attachment no. 1 of 08 September 2022

for General Terms & Conditions for purchase of grains, rape and leguminous plants by "CEFETRA POLSKA" SP. z o. o. with registered office in Gdynia of 26 April 2022.

### I. Quality deductions:

1. If delivered Goods do not meet the requirements determined in the agreement and the Buyer decides to accept them, price deductions determined in the tables below shall apply, as long as deliveries were made to silos owned by Cefetra Polska Sp. z o. o.

In case of deliveries to other locations, the Buyer reserves the right to apply deductions of other amounts than those indicated in hereby Attachment.

#### Grains:

Moisture	
Wheat Triticale Barley Rye Oats	- PLN 3.10 for every 0,1% above 14,5% to 15,5% moisture, - PLN 3.80 for every 0,1% above 15,5% moisture.
Corn	3,25% for each started % above the contractual value
Impurities in general	
All grains	0,2% for each started 0,1% above the contractual value
Foreign material	
All grains	2 PLN for each started 0,1% above the contractual value
Presence of grains of other grains	
All grains	2 PLN for each started 0,1% above the contractual value

#### Leguminous plant pulses:

Moisture	
Lupin Horse bean Peas	- PLN 3.10 for each 0,1% above 14,5% to 15,5% moisture, - PLN 3.80 for each 0,1% above 15,5% moisture.
Harmless impurities	
Lupin Horse bean Peas	0,2% for each started 0,1% above the contractual value
Leguminous plant pulses infested by pests	
Lupin Horse bean Peas	2% for each started % above the contractual value
Impurities in general	
Peas	0,2% for each started 0,1% above the contractual value

#### Rape:

Moisture	
in 9,1-10,0% range in 10,1-15% range in 15,1-20% range	0,3% for each 0,1% 0,35% for each 0,1% 0,4% for each 0,1%
Impurities in general:	
in 2,1-4,0 % range in 4,1-6,0 % range in 6,1-8,0% range in 8,1-12,0% range in 12,1-16,0% range	0,1% for each 0,1% 0,2% for each 0,1% 0,3% for each 0,1% 0,4% for each 0,1% 0,5% for each 0,1%
Fat	
Below 40%	0,15% for each 0,1% below 40%

## **II. Cost settlement regulations**

### **1. Agreements performed on DAP:**

- a) The Seller is obliged to conduct deliveries of Goods with consideration of the working hours of the Buyer's warehouse. The Buyer is not responsible for any additional costs if the Seller's transport unit arrived at the Buyer's warehouse after its working hours. The period of waiting for unloading determined according to point b) is settled from the start of working hours of the warehouse;
- b) the moment of arrival of Seller's transport unit at the Buyer's warehouse shall be recognised as: in case of vehicles waiting at the Baltic Grain Terminal's car park, the moment of arrival at the car park registered in the Operatus system, and in other cases the moment of arrival at the Buyer's warehouse resulting from GPS monitoring system or, in case of the lack of it, a printout from the transport vehicle's tachograph presented by the Seller;
- c) If the Seller's transport unit's period of waiting for unloading at the Buyer's warehouse exceeds 24 hours, counted from the passing of the first 24 hours since the arrival of the transport unit according to point b), the Buyer shall reimburse the Seller in the form of lump sum payment of PLN 250 net/1 transport unit/24 h. Above mentioned rights satisfy claims of the Seller towards the Buyer.
- d) The Seller shall not be entitled to any claims from the Buyer regarding waiting for the unloading of the transport unit if the unloaded Goods did not fulfil the quality requirements specified in the agreement (even if the Buyer decides to accept the Goods).

### **2. Agreements performed on FCA:**

- a) If the Buyer bears costs related to the Buyer's transport unit's waiting for unloading at the Seller's warehouse, including parking costs, salary costs for the transport unit waiting, the Seller shall reimburse the Buyer for all costs borne, on the basis of reinvoice issued by the Buyer. The Buyer shall share all documents confirming the amount of costs borne by the Buyer at the Seller's request.

## **III. Attachment is valid from 08 September 2022**

