

## Attachment no. 1 of 04 December 2023

for General Terms & Conditions for purchase of grains, oilseeds and leguminous plants by "CEFETRA POLSKA" SP. z o. o. with registered office in Gdynia of 04 December 2023.

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

# Rape:

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

VIII Wydział KRS Sądu Rejonowego Gdańsk-Północ w Gdańsku nr: 0000150287

NIP: PL 5842523416, REGON: 193049769







## 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 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; In the case of deliveries of Goods to Polish seaports, the delay in unloading the Goods is counted each time from the moment the Company accepts samples of the Goods from the Seller's vehicle, with the proviso that if the Seller had a designated time window to enter the port, the additional remuneration referred to in point c) is due only if the Seller entered the port within the designated time.
- 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 350 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 04 December 2023