

GENERAL TERMS AND CONDITIONS OF PURCHASE
of Münzer Bioindustrie GmbH (MBI)
Division: Biodiesel
Commercial Register Number: FN 256260d

I. Scope

- (1) These General Terms and Conditions of Purchase shall apply exclusively to purchase orders, general orders and calls for delivery by MBI. The application of any conflicting general terms and conditions of business, terms, and conditions of sale, etc. of the supplier is hereby expressly excluded. Variations between order confirmations, delivery notes and invoices, etc. shall only apply if they have been expressly acknowledged in writing by MBI. Execution of an order shall be deemed unqualified acceptance of these General Terms and Conditions of Purchase.

These General Terms and Conditions of Purchase shall also apply to all future orders.

- (2) The supplier accepts the General Terms and Conditions of Purchase of MBI, even if this is not expressly stated – even in cases where the supplier claims otherwise.

II. Offers/Orders

- (1) No costs shall be incurred by MBI as a result of offers.
- (2) Unless otherwise agreed in writing, quotations and cost estimates prepared by the supplier shall be binding and shall be valid for a period of at least two weeks.
- (3) Orders shall only be valid if placed in writing. In addition, they must be executed by the appropriately authorised department. Requests for delivery of inventory ready to be delivered can be placed with the operations department or the purchasing department both in writing and by telephone.
- (4) Orders shall be confirmed as soon as possible and in any event no later than after three business days in writing by email, by way of the supplier signing the order

concerned; otherwise MBI shall be entitled to withdraw from the contract without any costs being incurred by MBI.

Should an order confirmation vary from an order, this must be clearly pointed out – together with a description of the variance – to MBI. MBI must expressly agree to any such changes in writing.

- (5) Orders may only be assigned to third parties with the express written consent of MBI; however, this does not create a legal relationship between MBI and the relevant sub-supplier. Liability on the part of the sub-supplier shall remain with the supplier commissioned by MBI in all cases.

III. Contract Conclusion

Any offers notwithstanding, contracts are concluded in all cases based on the contents of a written order sent by MBI via email/WhatsApp message or other comparable medium. Verbal orders or orders placed by telephone, as well as any supplements, amendments, or variances of any kind whatsoever, shall only become binding on MBI if confirmed in writing.

IV. Deliveries; Deadlines; Delay

- (1) Deliveries shall be made in accordance with INCOTERMS, as amended from time to time e.g.: FCA, CPT, CIF, CIP, DAP and DDP to the shipping/delivery address specified in the order.
- (2) Delivery dates are binding fixed dates. If goods cannot be delivered promptly (within a maximum of five business days), MBI is entitled to cancel the order without further costs.

Changes to the delivery dates shall only be deemed to have been agreed and approved with the express consent of MBI.

The date of receipt of goods at the respective destination and acceptance by MBI shall be used to determine compliance with the applicable delivery date.

Any delays in delivery must be brought to the attention of MBI in writing without undue delay, stating the grounds and expected duration of such delay. Partial

deliveries or non-conforming deliveries shall also automatically put the supplier in default.

In such cases, MBI is entitled, at its own discretion, to grant the supplier a reasonable grace period for performance or to withdraw from the contract immediately. Agreed due dates for payment shall be postponed in the event of a delay in delivery or performance.

MBI is entitled to make purchases from another supplier in whole or in part in order to mitigate potential harm. Additional costs incurred as a result (= cover purchase) shall be charged to the supplier irrespective of other penalties.

- (3) MBI is entitled to withdraw from the contract in case of delivery delays due to a force majeure event or comparable grounds.

However, claims for damages resulting from delays in delivery shall remain valid and shall be assumed by the supplier in any case.

- (4) MBI is entitled to refuse acceptance of goods that are not delivered/ready for collection on the agreed delivery date/collection date, to return them or to store them at a third party at the supplier's expense. Customary over-/under-deliveries of +/- 5 percent will be accepted by MBI. MBI may insist on cure in the event of material deviations.

V. Deliveries

- (1) Deliveries of goods can only be made during announced times without exception.
- (2) The parties are deemed to have agreed that all goods delivered to MBI shall conform to previously submitted specifications. Changes in specifications shall be communicated to MBI in writing without undue delay and in any event no later than three business days prior to the next delivery. Any and all costs incurred will be charged to the supplier should MBI incur any damages due to non-compliance with the above conditions. This is expressly without prejudice to additional claims for damages.

VI. Quality

(1) If goods are not delivered with the previously specified or customary quality, this – as well as any non-delivery – puts the supplier in default. Lower grades may be approved by Procurement, subject to a potential price reduction.

(2) Quality assurance

Supplied goods are subject to random sampling (in the case of liquids with a weighted sampling vessel), analysed in the company's own laboratory and checked for compliance with the agreed purchasing specification. Supplies of used cooking oil are additionally sampled near the bottom of the tank to detect any water and/or dirt that may be present. If heightened water and/or dirt content is detected during the analysis of used cooking oil, MBI reserves the right – depending on plant availability – to carry out a reliable determination of the water and/or dirt content by means of the company's own fat processing equipment after unloading. The values determined by MBI are binding for both parties. MBI reserves the right to reject goods that do not meet specifications.

VII. Force Majeure

The supplier shall be released from its obligations if its non-performance is the result of a force majeure event. For the purposes of this agreement, force majeure shall refer to fire, flood, earthquake, or other unforeseeable events, as well as events beyond the supplier's control, such as import and export embargoes, which circumstances must directly affect the supplier's obligations in connection with the applicable order. The supplier's obligations shall be suspended as long as the force majeure event continues. MBI must be notified of the beginning and the expected duration of the force majeure event without undue delay, but in no case later than three days after its occurrence. If the supplier fails to comply with this information obligation, the supplier shall remain liable for any non-performance under this agreement, the applicable circumstances notwithstanding. The occurrence and duration of the aforementioned circumstances must be conclusively substantiated to MBI.

MBI shall have the right to terminate the contract by written notice to the supplier with immediate effect and without any obligation to pay damages to the supplier if the context of non-performance justifies immediate termination or if the circumstances caused by the force majeure event last longer than four weeks. These provisions concerning force majeure events shall apply analogously if MBI cannot meet its obligations under a delivery due to a force majeure event.

A force majeure event cannot be caused by a lack of personnel, production materials or resources on the part of the supplier, strike, breach of contract on the part of third parties commissioned by the supplier or financial difficulties of the supplier. The inability to obtain any necessary legal or official permits or authorizations for the goods or services to be delivered is likewise excluded from consideration as force majeure event.

VIII. Warranty Claims/Liability

- (1) Defects shall be reported to the supplier as soon as possible in writing. The supplier expressly waives the defence of untimely notice of defects. Latent defects shall be deemed to have been notified in good time if the supplier is notified within 14 days after the respective defect has been detected.
- (2) Acknowledgement of receipt shall not be deemed to represent acknowledgement that any goods are free from defects.
- (3) The supplier may be granted the one-time right to cure defects within a certain period. MBI is entitled to terminate the contract without further notice or to request further attempts at cure by third parties after defects appear again or failed attempts at cure. All costs incurred, in particular as a result of substitute performance or substitute delivery, shall be borne by the supplier.
- (4) Claims for defects shall lapse three years from the date of delivery.

(5) If MBI, or customers of MBI, incur damages as a result of supplies of goods or services, the supplier is obliged to compensate any such damages, even in cases of simple negligence. This applies likewise even in cases where a hazard warning is included in the relevant goods specifications. The supplier is also fully liable for its vicarious agents.

(6) The supplier is obliged to provide a sustainability certificate as well as a sustainability declaration to MBI for each vegetable oil or UCO delivery and a sustainability certificate for biodiesel deliveries.

As a rule, this is done by email at the time of delivery or – unless otherwise agreed – within 14 days, but no later than 30 days, after delivery.

The supplier is obliged to compensate any damages incurred as a result of the non-provision, or untimely provision, of the sustainability certificate.

(7) MBI is not subject to any duties of investigation or notification of defects whatsoever. §§ 377 and 378 of the Austrian Enterprise Code (UGB) are excluded.

IX. Payment Terms

(1) Invoices shall have the following minimum requirements in accordance with the Austrian Value Added Tax Act (Umsatzsteuergesetz):

- Name and address of the company supplying the goods or services
- Name and address of the recipient of the supply of goods or services
- Issue date for the invoice
- Serial invoice number
- VAT ID number of the company supplying the goods or services
- Quantity and identification of the goods or type and scope of the service
- Date of supply of the goods or services or performance period
- Remuneration for the supply of goods or services
- Indication of the applicable tax rate and, if necessary, a reference to any applicable tax exemption
- The amount of tax due with respect to the payment

In addition, the invoice must contain the master procurement number and the order number.

- (2) Invoices must be sent by email to MBI (buchhaltung@muenzer.at) separately from any deliveries. Payment periods shall commence on the date of receipt of the invoice, but not before receipt of the goods or provision of the service. The invoice date is the date of receipt by MBI.
- (3) Unless otherwise agreed, payment shall be made 30 days after complete delivery of the goods and handover of the accompanying documents (including sustainability certificate, analysis certificate).
- (4) The supplier shall not be entitled to set off its claim against any counterclaims of MBI.

X. Severability

If any provision of these General Terms and Conditions of Purchase is or becomes invalid, this shall not affect the validity of the remaining provisions. All other provisions shall remain in full force and effect. Any such invalid or ineffective and/or unenforceable provision shall be replaced by a valid and/or enforceable provision whose economic intent and result comes as close as possible to that of the respectively invalid provision.

XI. Jurisdiction and Applicable Law

- (1) The laws of the Republic of Austria shall apply on an exclusive basis. Conflict of laws principles and the United Nations Convention on Contracts for the International Sale of Goods are expressly excluded.
- (2) The place of performance for all supplies of goods and services shall be the destination of the supply/service.
The place of jurisdiction for all disputes, including without limitation, disputes about the conclusion, dissolution, rescission or invalidity of the contract, shall be Vienna.