

General Terms and Conditions of Purchase

Of the Münzer Gruppe. Division BioDiesel.

I. Scope

- (1) These General Terms and Conditions of Purchase shall apply exclusively to purchase orders, general orders and calls for delivery issued by Münzer Bioindustrie GmbH, Münzer Paltental GmbH and any other companies of the Münzer Group, provided that they expressly refer to these General Terms and Conditions of Purchase. The respective ordering or commissioning company shall hereinafter be referred to as "Münzer".

Any conflicting general terms and conditions, terms and conditions of sale or other terms of the supplier are hereby expressly rejected. Deviations contained in order confirmations, delivery notes, invoices or other documents of the supplier shall apply only if expressly acknowledged by Münzer in text form within the meaning of these General Terms and Conditions of Purchase. Performance of an order shall constitute unconditional acceptance of these General Terms and Conditions of Purchase.

Upon the first incorporation of these General Terms and Conditions of Purchase by a company of the Münzer Group, the supplier expressly agrees that these General Terms and Conditions of Purchase shall also apply to all future orders, calls for delivery, framework agreements and other procurement transactions with that same company and with any other company of the Münzer Group that incorporates these General Terms and Conditions of Purchase into its business relationship with the supplier on one or more occasions in the future, unless otherwise expressly agreed in writing.

- (2) The supplier accepts these General Terms and Conditions of Purchase by submitting an offer, issuing an order confirmation, making a delivery, providing a service or otherwise performing the contract. This shall also apply where the supplier refers to its own terms and conditions, unless Münzer has agreed to them in writing.
- (3) Where these General Terms and Conditions of Purchase require written form, a written declaration, written confirmation, written notice or any other written form, this shall - unless mandatory law requires a stricter form - also include declarations made by email, WhatsApp, SMS, electronic messaging service or any other comparable electronic means of communication, provided that the content can be documented and the sender can be sufficiently identified.

II. Offers/Orders

- (1) No costs shall be incurred by Münzer as a result of offers.

- (2) Offers and cost estimates prepared by the supplier shall be binding and shall remain valid for at least two weeks, unless otherwise agreed in writing. Before submitting an offer, the supplier shall expressly inform Münzer of any assumptions, restrictions, minimum quantities, price adjustment clauses, delivery terms or other reservations.
- (3) Orders shall be valid if placed in writing within the meaning of Section I. (3). They must be issued or approved by the persons or departments of Münzer responsible, or reasonably appearing to be responsible, for the relevant matter. Calls for delivery from stock ready for delivery may be made by the Operations Department or the Purchasing Department in writing, by telephone or by electronic means of communication. Telephone calls for delivery must be documented.
- (4) Orders shall be confirmed by the supplier as soon as possible, but no later than within three business days, in writing within the meaning of Section I. (3); otherwise, Münzer shall be entitled to withdraw from the order without any costs being charged to Münzer. A handwritten signature is not required, provided that the acceptance is clearly documented and the sender can be sufficiently identified.

If an order confirmation deviates from the order, the supplier must clearly draw Münzer's attention to the deviation and describe it. Münzer must expressly agree to any such changes in writing. A deviating order confirmation shall not constitute acceptance of the order, but a new offer by the supplier requiring Münzer's express acceptance. Silence on the part of Münzer shall not constitute consent.

- (5) An order may be passed on to third parties only with the express written approval of Münzer; this shall not create any legal relationship between Münzer and the sub-supplier. The supplier commissioned by Münzer shall remain responsible to Münzer for the proper performance of the contract. The supplier shall be liable for the acts and omissions of its sub-suppliers, subcontractors, vicarious agents and any other third parties engaged by it as for its own acts and omissions.

III. Contract Conclusion

- (1) Notwithstanding any offers submitted, contracts shall be concluded by corresponding declarations of intent of the parties. Such declarations may be made in writing within the meaning of Section I. (3), in particular by email, WhatsApp, SMS, electronic messaging service or any other comparable electronic means of communication and shall be effective in that form.
- (2) Unless expressly stated otherwise therein, any purchase confirmation, order confirmation, Business/Deal Summary, master procurement number or other contractual documentation issued by Münzer shall serve to document a contractual relationship that has already been concluded and shall not be a condition for the effectiveness of the conclusion of the contract. This shall also apply where the purchase confirmation or other contractual documentation contains a signature line or is signed by the parties.
- (3) If Münzer sends the supplier a Deal Summary after conclusion of the contract, the supplier shall object in writing to any deviations from the agreement without undue delay, but no later than within two business hours of receipt. If no objection is made within that period, the Deal Summary shall be deemed confirmed by the supplier as to its content and shall constitute complete and accurate documentation of the agreed contractual terms. If the Deal Summary is received outside the supplier's usual business hours, the period shall begin at the start of the next business day.
- (4) Amendments to the contract or prices, changes to specifications or delivery terms, verbal or telephone orders, as well as any supplements, amendments, deviations and other legally relevant declarations shall become binding on Münzer only if confirmed by Münzer in writing within the meaning of Section I. (3).

IV. Deliveries, Deadlines and Delay

- (1) Deliveries shall be made in accordance with INCOTERMS 2020, in particular under the delivery term specified in the order, such as FCA, CPT, CIF, CIP, DAP or DDP, to the shipping/delivery address stated in the order. The Incoterms rule expressly stated in the order shall apply. If no such rule is stated, delivery shall be made carriage paid to the place of destination, unless otherwise agreed in writing.
- (2) Delivery dates are binding fixed dates. If an agreed delivery date is not met, the supplier shall be in default without the need for a reminder. If the goods cannot be delivered promptly, meaning within a maximum of five business days, Münzer shall be entitled to withdraw from the order without further costs.

Changes to delivery dates shall be deemed agreed and approved only with Münzer's express consent.

Compliance with the delivery date shall be determined by the date on which the goods are received at the place of destination and accepted by Münzer.

Any delay in delivery shall be notified to Münzer in writing without undue delay, stating the reasons for and duration of the delay. Partial deliveries or deliveries of goods other than those agreed shall also automatically place the supplier in default, unless expressly approved by Münzer in advance.

In such a case, Münzer shall be entitled, at its discretion, either to grant the supplier a reasonable grace period for performance or to withdraw from the contract immediately. Agreed due dates for payments shall be postponed in the event of a delay in delivery or performance.

In order to mitigate any potential disadvantage, Münzer shall be entitled to purchase the goods in whole or in part from another supplier. Any additional costs incurred as a result of such cover purchase shall be charged to the supplier, irrespective of any other penalties, to the extent that the supplier is responsible for the delay or cannot validly rely on force majeure pursuant to Section VII.

- (3) In the event of delays in delivery due to force majeure, Münzer shall be entitled to withdraw from the contract in accordance with Section VII. Claims for damages shall remain available only to the extent that the supplier breaches its notification, evidence or mitigation obligations, improperly relies on force majeure or is otherwise responsible for the delay.
- (4) Münzer shall be entitled to refuse acceptance of goods that are not delivered or made available on the agreed delivery date/collection date, to return them or to store them with a third party at the supplier's expense. Customary over-deliveries or under-deliveries of +/- 5 percent shall be accepted by Münzer. In the event of larger deviations, Münzer may require an additional delivery, the return of the excess quantity, a price adjustment, replacement delivery or other appropriate remedy.
- (5) The supplier shall inform Münzer without undue delay of all circumstances that could jeopardise contractual delivery or performance. This duty to inform shall apply regardless of whether the cause of the delay lies within the supplier's sphere of responsibility.

V. Deliveries to Münzer

- (1) Goods may be delivered only during the announced times, without exception. Deliveries outside the announced or agreed times may be rejected by Münzer or placed in temporary storage at the supplier's cost and risk.

- (2) It is agreed that all goods delivered to Münzer shall comply with the specifications previously provided. Changes to specifications shall be notified to Münzer in writing without undue delay and no later than three business days before the next delivery. Any change to specifications requires Münzer's express written consent before delivery. Without such consent, the delivery shall be deemed non-conforming. If Münzer incurs any loss as a result of non-compliance with the foregoing requirements, all resulting costs shall be charged to the supplier. This shall expressly be without prejudice to any further claim for damages.
- (3) The supplier shall ensure that all required delivery, transport, quality, safety, sustainability, dangerous-goods and other accompanying documents are enclosed with each delivery or transmitted electronically in good time, and that they are complete, accurate and capable of verification. Missing or incorrect documents shall entitle Münzer to refuse acceptance, withhold payment or accept the delivery subject to reservation.
- (4) Where unloading is carried out by the supplier or by its drivers, carriers, agents or other vicarious agents, it shall be carried out exclusively at the supplier's risk. To the extent permitted by law, Münzer shall not be liable for any resulting damage, loss, contamination, commingling or quantity discrepancies. The supplier shall indemnify and hold Münzer harmless in this respect.

VI. Quality

- (1) If the goods are not delivered in the previously defined or customary quality, this shall place the supplier in default in the same manner as non-delivery. Lower grades may be approved by the Purchasing Department, taking into account a possible price reduction. Any such approval shall be granted solely on a case-by-case basis and shall not create any entitlement on the part of the supplier to the future acceptance of defective or deviating goods.
- (2) **Quality Assurance**
 The goods delivered shall be representatively sampled, using a weighted sampling vessel in the case of liquids, analysed in Münzer's in-house laboratory and checked for compliance with the agreed purchasing specification. Deliveries of used cooking fat shall additionally be sampled near the bottom of the tank in order to detect any water and/or dirt. If the analysis of used cooking fat reveals an increased water and/or dirt content, Münzer reserves the right, depending on plant availability, to determine the water and/or dirt content reliably after unloading by means of its in-house fat processing equipment.
 Provided that the fat processing has been agreed in advance with the supplier, the water and/or dirt content determined by Münzer in the course of that processing shall be final and binding on both parties. A counter-analysis pursuant to Section VI. (6) shall be excluded in this respect.
 Münzer reserves the right to reject goods that do not comply with the specification.
- (3) **REACH (Regulation (EC) No 1907/2006)**
 The supplier warrants that, to the extent and for as long as Regulation (EC) No 1907/2006 ("REACH") applies to it, the substance/mixture offered complies with the applicable requirements of REACH. This includes, in particular, compliance with all registration, authorisation, restriction and information obligations applicable to the manufacture, import, placing on the market and delivery of the substance/mixture offered. Where required by law, the supplier shall provide Münzer with an up-to-date safety data sheet that complies with the applicable statutory requirements.
- (4) No later than upon delivery, the supplier shall provide all documents required by law for the goods, in particular an up-to-date safety data sheet, technical data sheet, certificate of analysis, REACH-/CLP-related information, dangerous-goods documents and any other evidence required by authorities or by contract.
- (5) The goods delivered must comply with the agreed specification, the safety data sheet, the certificates of analysis and all applicable statutory requirements. Münzer shall be entitled to take samples and analyse the goods. The

analysis values determined by Münzer or by a laboratory commissioned by Münzer shall be authoritative unless otherwise agreed. In the event of a timely and reasoned objection by the supplier, Section VI. (6) shall apply.

- (6) If there are reasonable doubts concerning the analysis results, either party may, within three business days after notification of those results, request a counter-analysis by an independent, accredited laboratory. Until the result is available, Münzer shall be entitled to quarantine the goods, reject them, return them or accept them only subject to reservation.

The costs of the counter-analysis and all reasonable consequential and ancillary costs arising from it or its performance, including, in particular, storage, demurrage, transport, handling and other additional costs, shall be borne by the unsuccessful party. The unsuccessful party shall be the party whose analysis result is not confirmed by the result of the counter-analysis or, as applicable, deviates more significantly from it.

Both parties shall, before commissioning a counter-analysis and during its performance, take all measures reasonable in the circumstances to minimise the associated costs and losses. This shall apply in particular where the deviation between the analysis results is only minor and the total costs expected to arise from the counter-analysis and its consequences would be disproportionate to the economic significance of the identified deviation. In such a case, the parties shall first seek an appropriate and economically justifiable solution before a counter-analysis is commissioned.

- (7) Münzer shall not be obliged to accept, process, utilise or return non-conforming goods. If Münzer accepts or processes goods despite a deviation, it shall do so solely subject to reservation of all rights and claims of Münzer.

VII. Force Majeure

The supplier shall be released from its obligations to the extent that non-performance is caused by force majeure. For the purposes of these General Terms and Conditions of Purchase, force majeure means fire, flood, earthquake or other unforeseeable events beyond the supplier's control, such as import and export embargoes, official measures, war, terrorist acts, pandemics, natural disasters or other comparable events, provided that such circumstances directly affect the supplier's obligations in connection with the order.

The supplier's obligations shall be suspended for as long as the force majeure event continues. The commencement and expected duration of the force majeure event shall be notified to Münzer without undue delay, but in no event later than three days after its occurrence. If the supplier fails to comply with this duty to inform, it shall remain liable for non-performance under this agreement notwithstanding the circumstances. The occurrence and duration of the circumstances referred to above must be conclusively substantiated to Münzer.

Münzer shall be entitled 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 circumstances surrounding the non-performance justify immediate termination or if the circumstances caused by force majeure continue for more than four weeks. If Münzer is unable to fulfil its obligations arising from a delivery due to force majeure, the provisions on force majeure shall apply mutatis mutandis.

The supplier shall take all reasonable measures to avoid, reduce or overcome the effects of the force majeure event. It shall regularly inform Münzer of the continuation and expected duration of the event and of the remedial measures taken.

A shortage of personnel, production materials or resources, general procurement difficulties, price increases, liquidity problems, economic unreasonableness, breach of contract by third parties commissioned by the supplier or financial difficulties of the supplier shall not constitute force majeure. The inability to obtain the necessary legal or official permits or authorisations for the goods or services to be supplied shall likewise not constitute force majeure.

Strikes, business interruptions or supply failures affecting sub-suppliers shall constitute force majeure only if they are caused by a force majeure event, were unforeseeable and unavoidable for the supplier, and the supplier was unable to arrange reasonable alternative procurement or ensure alternative performance.

VIII. Warranty Claims/Liability

- (1) Defects shall be notified to the supplier in writing as soon as possible. The supplier expressly waives the defence of late notification of defects. Latent defects shall be deemed notified in due time if the supplier is notified within 14 days after they become known.
- (2) Acknowledgement of receipt shall not constitute acknowledgement that the goods are free from defects. Nor shall unloading, storage, processing, resale or payment constitute a waiver of claims arising from defects, quality deviations, documentation defects or other breaches of contract.
- (3) The supplier may be granted a one-time right to cure within a specified period. If defects recur or an attempted cure fails, Münzer shall be entitled, without further notice, to terminate the contract or to require further remedial work to be carried out by third parties. All resulting costs, in particular the costs of substitute performance or replacement delivery, shall be borne by the supplier. Münzer shall not be obliged to grant the supplier an opportunity to cure if this would be unreasonable for Münzer due to the nature of the defect, urgency, official requirements, threatened production interruptions, certification risks or other legitimate interests of Münzer.
- (4) Claims for defects shall become time-barred three years after delivery. In the case of defects in title, fraudulently concealed defects and claims arising from regulatory proceedings, sustainability violations, environmental liability or product liability matters, the statutory limitation periods shall apply if they are longer.
- (5) If Münzer or Münzer's customers incur loss or damage as a result of deliveries or services, the supplier shall compensate for the demonstrable and reasonable losses and costs, including in cases of slight negligence. This shall also apply where the relevant goods specification contains a hazard warning. The supplier shall also be fully liable for its vicarious agents. Recoverable losses and costs shall include, in particular, production losses, additional costs, cover purchases, and analysis, storage, transport, disposal, recall, audit, regulatory, legal enforcement and legal defence costs, as well as losses arising from customer claims, loss of certifications and sustainability violations, to the extent caused by a breach of duty by the supplier.
- (6) To the extent applicable to the contract, the supplier shall provide Münzer with a sustainability certificate and, in addition, a sustainability declaration for each delivery of vegetable oil or UCO and proof of sustainability for each delivery of biodiesel.

As a rule, the documents shall be provided by email at the time of delivery or, unless otherwise agreed, within 14 days, but no later than 30 days, after delivery.

If any loss or damage arises from the failure to provide, or the late provision of, the sustainability certificate, the supplier shall compensate such loss or damage.

Until all sustainability evidence has been submitted in a complete, accurate and verifiable form, Münzer shall be entitled to withhold payments. Missing, late, incorrect or unverifiable sustainability documents shall constitute a material breach of contract. The supplier shall compensate Münzer for all resulting losses and disadvantages, including, in particular, losses relating to certifications, GHG/sustainability values, regulatory proceedings, audits and customer claims.

The supplier shall inform Münzer without undue delay of any change, restriction, suspension, withdrawal or other impairment of its certification status and of all circumstances that could adversely affect the sustainability, traceability or certifiability of the goods delivered.

- (7) Münzer shall not be subject to any duties of inspection or notification of defects whatsoever. Corresponding statutory provisions are excluded to the extent permitted by law.

- (8) The supplier shall indemnify and hold Münzer harmless against all third-party claims arising out of or in connection with defective, non-specification-compliant, unlawful, non-sustainability-compliant or otherwise non-contractual deliveries or services, to the extent that such claims are attributable to a breach of duty by the supplier.
- (9) To the extent customary and appropriate in view of the nature and scope of the deliveries, the supplier shall, at its own expense, maintain business, product and environmental liability insurance with customary market coverage limits and shall provide Münzer with evidence of such insurance upon request. The existence of insurance shall not limit the supplier's liability.

IX. Payment Terms

- (1) In accordance with the Austrian Value Added Tax Act, invoices must contain at least the following information:

- ✓ Name and address of the company supplying the goods or services
- ✓ Name and address of the recipient of the goods or services
- ✓ Date of issue of the invoice
- ✓ Sequential invoice number
- ✓ VAT identification number of the company supplying the goods or services
- ✓ Quantity and description of the goods, or nature and scope of the service
- ✓ Date of delivery or performance, or performance period
- ✓ Consideration for the delivery or service
- ✓ Applicable tax rate and, where relevant, a reference to any tax exemption
- ✓ Amount of tax attributable to the consideration

The master procurement number and order number must also be stated on the invoice. If this information is missing or incorrect, Münzer shall be entitled to reject the invoice for correction.

- (2) Invoices shall be sent to Münzer separately from the deliveries by email to buchhaltung@muenzer.at. Payment periods shall commence on the date of receipt of the invoice, but not before receipt of the goods or performance of the service together with the agreed documentation. The invoice date shall be the date on which the invoice is received by Münzer. In the case of incorrect, incomplete or unverifiable invoices, the payment period shall commence only upon receipt of the corrected invoice.
- (3) Unless otherwise agreed, payment shall be made 30 days after complete delivery of the goods and handover of the accompanying documents, including the sustainability certificate and certificate of analysis. The payment period shall commence only when the delivery has been made completely and in conformity with the contract and all documents required by contract, law or the authorities have been received by Münzer in a complete, accurate and verifiable form.
- (4) The supplier shall not be entitled to set off its own claims against claims of Münzer unless the supplier's claim is undisputed or has been finally determined by a court.
- (5) Without Münzer's prior written consent, the supplier shall not be entitled to assign or pledge claims against Münzer to third parties or otherwise dispose of them, unless mandatory law provides otherwise.

- (6) Münzer shall be entitled to withhold payments for as long as Münzer has claims against the supplier due to defective delivery, missing documents, sustainability violations, outstanding credit notes, counterclaims or other breaches of contract.

X. Compliance

The supplier acknowledges Münzer's Code of Conduct for Business Partners and undertakes to comply with it; it is available at <https://muenzer.com/at-de/unternehmen/code-of-conduct>.

The supplier further undertakes to comply with all applicable statutory, official and regulatory requirements, in particular in the areas of environmental law, waste law, occupational health and safety, product safety, transport and dangerous-goods law, anti-corruption, anti-money laundering, sanctions, export controls, human rights, supply-chain requirements and sustainability requirements.

The supplier shall inform Münzer without undue delay of any actual or suspected breaches of these obligations to the extent that they may affect the contractual relationship, the goods delivered, or Münzer's reputation, certifications or legal obligations.

Breaches of the Code of Conduct or of material compliance, sustainability or statutory obligations shall entitle Münzer to suspend affected orders, withdraw from the contract or terminate the business relationship for good cause. This shall be without prejudice to any further claims of Münzer.

XI. Confidentiality

The supplier shall treat as confidential all information concerning Münzer that becomes known to it in connection with the business relationship. This includes, in particular, prices, quantities, specifications, formulations, analysis data, supplier and customer relationships, technical, commercial, legal, organisational and operational information, and sustainability, audit and certification documents.

The confidential information may be used only for performance of the relevant order and may not be disclosed to third parties without Münzer's prior written consent. This shall not apply where disclosure is required by mandatory law or where disclosure to approved vicarious agents is necessary for performance of the contract, provided that they have been bound by equivalent confidentiality obligations.

The confidentiality obligation shall survive termination of the business relationship for as long as Münzer has a legitimate interest in confidentiality; it shall apply indefinitely to trade secrets.

XII. Title, Risk and Return

Unless expressly agreed otherwise or otherwise provided by the agreed Incoterms rule, title and risk shall pass only upon handover of the goods in conformity with the contract at the agreed place of destination and acceptance by Münzer.

Acceptance, unloading, sampling or storage shall not constitute acknowledgement of contractual conformity and shall not affect Münzer's rights in respect of defects.

Münzer may, at the supplier's cost and risk, reject, return, store, realise or, where necessary, have non-conforming goods disposed of. This shall be without prejudice to any further claims of Münzer.

XIII. Amendment of these General Terms and Conditions

Münzer reserves the right to amend these General Terms and Conditions of Purchase at any time with effect for the future. Amendments shall be notified to the supplier in writing within the meaning of Section I. (3) and shall be deemed accepted unless the supplier objects in writing within four weeks of receipt of the notice. Münzer shall expressly draw attention to this consequence in the notice of amendment. In the event of a timely objection, Münzer shall be entitled to terminate the affected continuing contractual relationships and framework agreements with immediate effect.

XIV. Severability

If any provision of these General Terms and Conditions of Purchase is or becomes invalid, void or unenforceable, this shall not affect the validity of the remaining provisions. To the extent legally permissible, the invalid, void or unenforceable provision shall be replaced by a valid and enforceable provision that comes as close as possible to the economic purpose of the original provision. The same shall apply in the event of a contractual omission.

XV. Jurisdiction and Applicable Law

- (1) The laws of the Republic of Austria shall apply exclusively. Conflict-of-laws rules and the United Nations Convention on Contracts for the International Sale of Goods are expressly excluded.
- (2) The place of performance for deliveries and services shall be the place of destination of the delivery/service. The place of jurisdiction for all disputes, including disputes concerning the conclusion, termination, unwinding or invalidity of the contract, shall be Vienna. Münzer shall, however, also be entitled to bring an action against the supplier at the supplier's general place of jurisdiction or at any other place of jurisdiction permitted by law.

XVI. Final Provisions

Any amendments or additions to these General Terms and Conditions of Purchase or to a contract concluded on their basis must be made in writing within the meaning of Section I. (3), unless mandatory law requires a stricter form. This shall also apply to any waiver of the written-form requirement.

In the event of any conflict between these General Terms and Conditions of Purchase and an individual written agreement, the individual agreement shall prevail.

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