

## GENERAL TERMS AND CONDITIONS

### Definitions:

1. GTC - these General Terms and Conditions of Contract.
2. Purchaser – the Contractor's client.
3. Goods - items designated as to their grade/type as detailed in the Specification, in particular oil, oils or oil mixtures.
4. Agreement - the agreement concluded between the Parties, the content of which is set out in the Order, the GTCs and annexes to these documents.
5. Assignment - a document in documentary form, in writing or in electronic form - otherwise null and void, which specifies in particular the Goods and other terms and conditions of sale or delivery of the Goods from the Contractor to the Purchaser, as well as the Contractor's remuneration and the terms of payment.
6. Order - an order placed by the Purchaser within the scope of the Agreement concluded for the sale or supply of a specific lot/batch of Goods.
7. Specification - a document mutually confirmed by the Parties defining in detail the physical and chemical characteristics of the Goods. The Specification is an integral part of the Agreement.
8. Laboratory testing - professional testing of the Goods as to their physical and chemical properties, carried out in accordance with the current/accepted state of the art rules and indications of expertise, by an entity with professional and technical facilities appropriate for the purpose of testing, including supplementary testing, the manner of which and the results of which have not been professionally contested, in particular by additional testing.
9. Contractor - Elstar Fats spółka z ograniczoną odpowiedzialnością (limited company) with its registered office at Stare Pole, National Court Registration no. (KRS) 0000428559, Tax Id (NIP): 5792250033, or a successor of the company, as well as an entity with the assistance of which the company performs its obligation, or persons to whom the company entrusts the performance of the obligation.
10. The Parties – the Purchaser and the Contractor referred to collectively.
11. Party – according to the context, alternative reference to the Contractor or the Principal.
12. Unsuitable ambient conditions - the ambient conditions in which the Goods are located, which exceed the values set in the Agreement specifying the environmental conditions for the Goods.

### § 1

1. These GTC shall apply to Agreements, the object of which is, in particular, the supply, sale or manufacture of Goods (also innominate contracts).
2. These GTC set out the specific rights and obligations of the Parties to this Agreement.

### § 2

The Parties shall agree on the detailed characteristics of the Goods prior to the conclusion of the Agreement and shall jointly agree on the content of the Specification. The Parties may agree, prior to the conclusion of the Agreement, to carry out trial production based on the Specification and trial use of the products by the Purchaser and to revise the Specification as a result. The Parties shall bear their own costs of such activities, without the right to reimbursement

and, unless otherwise agreed, without the right to remuneration from the other Party. The purchaser shall use the trial products at their own risk.

### § 3

1. The standard modes of performance under the Agreement are:
  - a. One-off Option - applies to one-time Agreements where the Agreement is performed by a single sale or delivery at the time and place agreed in the Agreement.
  - b. Order-based Option - applies in the case of Fixed Term or Open-ended Agreements where the performance is scheduled to be provided in specified parts or periodically, based on partial Orders.
2. If the delivery by the Contractor is to be provided in parts (batches) or periodically, the delivery shall be in equal parts (presumed division of the delivery into equal parts), unless otherwise expressly agreed by the Parties in the Agreement.

### § 4

1. If the Order-based Option applies:
  - a. Orders are accepted on working days (Monday - Friday) between 8 am and 3 pm.
  - b. Orders sent after 2pm are deemed to have been sent at 8am the following day.
  - c. Orders shall be sent to the Contractor at the address indicated in the Assignment.
  - d. Orders must be in documentary form otherwise they are null and void.
  - e. The minimum lead time for the Order is 14 days from the date of the Contractor's confirmation of the Order and this deadline applies irrespective of the Contractor's confirmation of the Order that would indicate a shorter lead time.
  - f. The Contractor shall confirm to the Purchaser, in documentary form, its acceptance of the Order within 1 working day of the receipt of the Order. Failure to confirm the Order shall be deemed as an implied non-acceptance of the Order, which shall not constitute a breach of the Agreement.
  - g. If an Order is placed later than on Wednesday of a given calendar week with a deadline falling on the following week, the Contractor's acceptance of the Order shall also have the effect that failure to meet the deadline shall not constitute a delay on the part of the Contractor if the failure to meet the deadline is due to circumstances beyond the Contractor's control, in particular in relation to the availability of products/semi-finished products on the market or due to logistic limitations.
  - h. The Purchaser is obliged to plan their requirements properly and to cooperate with the Contractor with utmost diligence in order to enable the Contractor to fulfill their obligation.
  - i. If the Contractor's delivery is to be provided in parts (batches) or periodically, the Parties may agree on a schedule of deliveries in documentary form, otherwise being null and void. The schedule may cover a maximum period of one calendar month. The Parties shall agree on the schedule at least 14 days prior to the beginning of the period covered by the schedule. The schedule shall then replace the need to submit Orders.

2. In the One-off Option, if the Agreement provides for the Contractor to be obliged to perform within a deadline, the provisions relating to the placing Orders shall apply accordingly.

§ 5

1. Normally, the issue and collection of the Goods shall be effected in one of the following manners:
  - a. Free Carrier Agreement (FCA) according to Incoterms 2020,
  - b. Delivery at Place (DAP) according to Incoterms 2020,
  - c. Ex Works (EXW) according to Incoterms 2020.
2. For the avoidance of doubt, in the case of EXW, the place of issue shall be the Contractor's plant designated by the Contractor.
3. All costs of collection shall be borne by the Purchaser. The costs of issue of the Goods shall be borne by the Purchaser if so agreed by the Parties.
4. If so agreed with regard to the manner of delivery and collection of the Goods, the Contractor shall only be obliged to exercise due care in the selection of a carrier, and the insurance of the consignment shall result from the carrier's liability insurance.
5. The transfer of ownership of the Goods and of the benefits, burdens and risks of accidental loss or damage associated with the Goods shall take place at the time of the Contractor's offer to issue the Goods. The preceding sentence shall apply *mutatis mutandis* to stocks of Goods or semi-finished products in cases specified in § 10.5 of the GTC.

§ 6

1. Goods packaging standards:
  - a. Bulk option - Goods are transported in tanks suitable for Goods.
  - b. Contractor's own packaging option - the Goods are transported in unit packaging as agreed by the Parties, in particular in PET cartons or buckets of a capacity agreed by the Parties, which are provided by the Contractor.
  - c. Special packaging option - the Goods shall be transported in packaging specified and provided by the Purchaser at the Purchaser's expense and risk. The Contractor shall not be liable for damage to or loss of the Goods if it results from or is indirectly related to the packaging provided by the Purchaser or the packaging has in any way contributed to the loss or damage.
2. Defects or any other failure to meet the characteristics arising from the Goods Specification, except for deliberate damage or malicious concealment of the defect by the Contractor, shall be the sole responsibility of the Purchaser if:
  - a. The goods have been packaged according to the Bulk Option and have been awaiting unloading in Unsuitable Ambient Conditions or for longer than specified.
  - b. The Goods have been packaged according to the Contractor's own packaging option, if the Purchaser or an entity acting on the Purchaser's behalf in the performance of the Agreement stores/transportes the Goods in Unsuitable Ambient Conditions.
  - c. The Goods have been packaged in the Special Packaging Option, if the defect or failure to meet the characteristics resulting from the Goods Specification is a possible consequence of (I) the use of packaging provided by the Purchaser or an entity acting on their behalf, (II) the Purchaser or an entity acting on their behalf in the performance of the Agreement stores/transportes the Goods in Unsuitable Ambient Conditions.

3. Unless otherwise specified in the Agreement, the Contractor shall sell/deliver Goods with an expiration date of not less than 80% of the maximum expiration time of the product.

§ 7

1. The Purchaser shall be obliged to examine the quantity of the Goods on receipt, otherwise the Purchaser's rights under the statutory warranty for defects will be lost.
2. The Purchaser is obliged to subject the Goods received to laboratory testing:
  - a. For Goods packaged in Bulk Option - within 2 days of the release of the Goods, but always before the Goods are pumped out of the tanker into the tanks specified by the Purchaser.
  - b. For Goods packaged in the Contractor's own packaging option or the Special packaging option - within 14 days of the release of the Goods.
3. Failure to comply with the time limit referred to in § 7(2)(a) or (b) above shall result in the Purchaser losing their rights under the statutory warranty for defects with regard to the untested Goods.
4. The Purchaser shall report defects immediately, but no later than within 2 working days of their discovery, otherwise the Purchaser shall lose their rights under the statutory warranty for defects.
5. If the Agreement has been concluded in writing, electronically or in a superior form, demonstration of evidence by the Purchaser for defects or for any other failure to meet the characteristics of the Goods as per the Specification, or for the fact that the Contractor is responsible for such defects or failure, may not be effected by witness evidence, interrogation of the Parties, inspection of the Goods or any other form of evidence under the Code of Civil Procedure.
6. If the Agreement has been concluded in documentary, written or electronic form, in the event that the Goods have not been inspected or if the time limit referred to in § 7(3) or § 7(4) of the GTCs has not been observed, it shall be presumed that the Purchaser shall be solely responsible for defects or any other failure to meet the characteristics of the Goods in accordance with the Specification.
7. The Purchaser is obliged to return to the Contractor transport pallets of identical type and in good condition, in an amount equal to the number of accepted pallets upon the collection of the Goods. The return takes place simultaneously with the receipt of the Goods, to the hands of the carrier (its representative). Violation of the obligation to return transport pallets in accordance with the previous sentence entitles the Contractor to charge a fee of PLN 65 plus VAT for the sale of pallets. The Contractor will issue and send the Purchaser an invoice documenting the sale.

§ 8

1. The Purchaser is obliged to pay the price for the Goods. The price or the method of determining the price shall be detailed in the Assignment.
2. The Contractor accepts the following payment methods:
  - a. Prepayment - before the Contractor performs its obligation, the Purchaser shall pay the total price, by bank transfer to the bank account indicated in the Assignment, on the basis of a proforma invoice.
  - b. Upon delivery with a credit limit - within the limits set by the credit insurer acting on behalf of the Contractor, the Purchaser shall be obliged to pay after the delivery (or

part of the delivery) by the Contractor, by bank transfer instruction to the bank account indicated in the Assignment, on the basis of an invoice.

3. In the 'Upon delivery with credit limit' option, the insurer acting on behalf of the Contractor will assess the financial credibility of the Purchaser according to its own criteria and will submit to the Contractor a decision on the credit limit granted with regard to the Purchaser's liabilities. The Contractor shall inform the Purchaser immediately upon receipt of the insurer's decision on the amount of the credit limit granted. The Purchaser consents that a credit rating will be carried out and agrees that the credit limit will be set by the insurer nominated by the Contractor.
4. If the 'Upon delivery with credit limit option' applies and the insurer has reduced/cancelled the credit limit granted or the limit has been used up, the Contractor shall be entitled to change the option to 'Prepayment' by means of a unilateral declaration – in documentary form – otherwise such declaration shall be null and void.
5. The Contractor shall be entitled to withhold their delivery under the Agreement if:
  - a. in the 'Prepayment' option - the Purchaser is late with the payment before the Contractor delivers under the Agreement. If, in spite of the agreed 'Prepayment' option, the Contractor has delivered in part, the Contractor's entitlement to withhold shall be limited, at the Contractor's discretion, to the delivery not yet effected in whole or in part;
  - b. the delivery is effected in parts (instalments) or on a periodic basis – with regard to the delivery not yet effected in whole or in part (at the Contractor's discretion), provided that the Purchaser's outstanding debts are equal to or greater than 80 % of the Purchaser's current credit limit and the Contractor has called upon the Purchaser to settle the arrears by setting an additional deadline, which the Purchaser has failed to meet.
6. If the Purchaser is late with payment, the Contractor may charge statutory interest for late payment in commercial transactions.
7. If there are several debts owed by the Purchaser, the Contractor shall be entitled to set off the payments made at the Contractor's discretion, within 30 days of the date of payment. The Purchaser shall be entitled to request an acknowledgement of payment set-off. The acknowledgement shall be in documentary form. If the Contractor has declared that he does not intend to exercise his right of set-off or if the time limit to use this entitlement has expired, the Purchaser shall have the right to determine the method of payment set-off.
8. The Contractor shall include in the price all VAT charges at the currently applicable rates.

§ 9

1. With the exception of intentional damage, the Contractor shall be liable for non-performance or improper performance only to the extent of the actual and direct loss (*damnum emergens*) up to the equivalent in Polish zlotys of the Contractor's estimated liability in accordance with the Agreement.
2. The Contractor's liability under statutory warranty for defects shall cover only material physical or legal defects in the Goods. The liability shall last for 3 months from the time of delivery of the Goods and, in the event of delay in collecting

the Goods, from the time of offering the Goods for delivery, unless the expiry date indicated on the Goods is different.

3. The Purchaser may not, under the statutory warranty for defects, withdraw from the Agreement or demand repair of the Goods. If a price reduction is requested, the reduced price shall be in such proportion to the price under the Agreement as the value of the Goods with the defect remains in relation to the value of the Goods without defects, but the reduced price may never be less than 85% of the gross price of the Goods under the Agreement.
4. Each Party shall be liable for the acts or omissions of the persons it uses in the performance of the Agreement as for their own acts or omissions.

§ 10

1. In the event of a contractual or statutory right of withdrawal by the Purchaser, the withdrawal shall only have effect "for the future" (*ex nunc*).
2. For valid reasons in the event of a breach of the Agreement by the Purchaser, the Contractor may withdraw from the Agreement, at the Contractor's discretion, either in whole or in part, if the Contractor has previously called upon the Purchaser to cease the infringements or remove the effects of the breaches by setting an additional deadline, and the Purchaser has failed to comply with this obligation.
3. The Contractor may terminate the Contract with immediate effect if:
  - a. The Purchaser is late with the collection of the Goods which results in at least one of the remedial actions indicated in § 11 of the GTC being taken.
  - b. The Purchaser is more than 30 days in arrears with payment of amounts due under the Agreement.
  - c. The insurer acting on behalf of the Contractor has stated that they cancel in full or in a substantial part or refuse to provide insurance cover for the Purchaser, in particular as a result of a significant deterioration or loss of the Purchaser's creditworthiness or the termination of insurance cover for the region of the Purchaser's registered office / place of performance of the Agreement.
  - d. The Purchaser is in breach of the Confidentiality Clause referred to in § 13 of the GTC.
4. The Purchaser may terminate the Contract with immediate effect if:
  - a. The Contractor is more than 7 days late with the performance of the Agreement and, in the Order-based option, when the number of full days of delay for each Order has exceeded the aforementioned number of days or the Contractor has been late with the performance of three (3) consecutive Orders.
  - b. The Contractor is in breach of the Confidentiality Clause referred to in § 13 GTC.
5. In the event that the Contractor holds stocks of Goods or half-finished products for Goods and there comes to an expiry, termination by agreement, termination by notice or withdrawal of/from the Agreement, the Contractor may require that the Purchaser immediately collect said stocks at the Purchaser's expense and risk, against reimbursement of cost (payment) by the Purchaser to the Contractor. In the event of the Purchaser's delay in collecting the above stocks, the Contractor may resort to the remedies referred to in § 11(1)(a)-(c) of the GTC applied accordingly.
6. If the Agreement is an open-ended Agreement, either Party may terminate the Agreement at any time with a notice

period of 1 month, effective at the end of a calendar month, unless a different notice period is specified in the Agreement.

§ 11

1. The Purchaser agrees that in the event of a delay by the Purchaser in collecting the Goods, the Contractor may, at the Contractor's discretion, without obtaining court approval, use one, or more, or all of the following remedies:
  - a. The Contractor may place the Goods (either all or part of them) in professional storage at the expense and risk of the Purchaser;
  - b. The Contractor may store the Goods (either all or part of them) on its own for an additional fee, consisting of: (I) administrative fee of PLN 30.00/pallet, charged on a one-time basis, and (II) storage fee of PLN 1.80/day/pallet. The fees shall be charged for each commenced day of storage, counting from the first day after the expiration of the deadline for the execution of the Agreement/ deadline for collection of part (a batch) of the Goods.
  - c. The Contractor may sell the Goods if the Contractor determines that, due to the delay in collection of the Goods, there is a risk of spoilage / deterioration / damage / loss of the Goods, at the risk and for the benefit of the Purchaser, for an additional case management fee of 50% of the price acquired from the sale of the Goods.
  - d. at the Contractor's discretion, refrain from further performance under the Agreement in whole or in part.

§ 12

1. With respect to the personal data of individuals provided by the Contractor to the Purchaser in relation to the Agreement, the Contractor is the controller of such data within the meaning of Article 4(7) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (GDPR), and the Purchaser is the processor, within the meaning of Article 4(8) of GDPR.
2. The Contractor vests in the Purchaser for the purpose of processing personal data including names and contact details, such as telephone number or email address of natural persons who are representatives/employees of the Contractor, in accordance with Article 28 of the GDPR. The Purchaser shall have the right to process the vested data only to the extent and for the purpose of implementing the provisions of the Agreement. The Purchaser shall exercise utmost care in the processing of personal data, especially by restricting access to such data by unauthorised persons.
3. With respect to personal data of natural persons provided by the Purchaser to the Contractor in relation to the Agreement, the Purchaser is the controller of such data within the meaning of Article 4(7) of the GDPR, and the Contractor is the processor within the meaning of Article 4(8) of the GDPR.
4. The Purchaser vests in the Contractor for the purpose of processing personal data, including names and contact details such as telephone number or email address of

natural persons who are representatives/employees of the Purchaser, in accordance with Article 28 of the GDPR. The Contractor shall have the right to process the entrusted data only to the extent and for the purpose of implementing the provisions of the Agreement. The Contractor shall exercise the utmost care in processing personal data, especially by restricting access to such data by unauthorised persons.

5. By concluding this Agreement, the controller is instructing the processor to process personal data in accordance with the Agreement.
6. The Parties will process the acquired personal data of natural persons solely for the purpose of performing the Agreement, asserting claims or defending against claims in connection with the Agreement or in relation to the rights of third parties.
7. The Parties will process the personal data of natural persons for the duration of this Agreement and, after its termination, for a period provided for by the statutes of limitation with regard to any claims related to this Agreement, or for the minimum period required by generally applicable law.
8. The Parties undertake to independently provide assistance to each other in fulfilling their obligations under the law on the processing of personal data, in particular, in responding to requests from persons whose data is being processed or requests from the national supervisory authorities.

§ 13

1. The Parties are obliged independently to each other to keep confidential any such information obtained from the other Party in the course of concluding/performing of the Agreement that would constitute a business secret for the disclosing Party within the meaning of the Unfair Competition Act (Confidentiality Clause).
2. In particular, any unauthorised disclosure (made without prior and express consent), use or acquisition of the other Party's information constituting a business secret within the meaning of the Unfair Competition Act shall be considered a breach of the Confidentiality Clause.
3. Each of the Parties is obliged to ensure that the persons they use in the execution of the Agreement undertake to keep confidential any information constituting a business secret within the meaning of the Unfair Competition Act, in accordance with the terms of this Agreement.

§ 14

The Purchaser may set off any monies owed to them by the Contractor with any monies owed to the Contractor that are redeemable under the provisions of the Civil Code, if the Contractor has expressed, in writing and prior to the offset, consent to a specific offset, or the Purchaser's claim has been awarded by a final and enforceable court order (if the order was issued by a foreign court, it is necessary to present a final and enforceable order together with a certified translation into Polish before making the offset).