

General Terms & Conditions of Purchase of Granovit AG

1. Areas of application and basis

The present General Terms & Conditions of Purchase (GTCP) apply to all purchases by Granovit AG (hereinafter referred to as "Granovit") unless contractually agreed otherwise in writing. By signing an agreement, the contractual partner (hereinafter referred to as "the Supplier") confirms having read and understood the GTCP and agreeing thereto. The Supplier's General Terms & Conditions shall not apply.

Granovit conducts its business using a quality management system (GiMS) certified in accordance with ISO 9001:2015. The Supplier pledges to support Granovit in adhering to this quality standard.

2. Contractual conclusion

Orders and offer acceptance will be effective only if issued in writing. Verbal agreements entered into either prior to or following contractual conclusion must be confirmed by Granovit in writing in order to be effective.

3. Delivery and unloading

Agreed dates and deadlines are expiration dates after which deliveries shall be considered late. The deciding factor determining timeliness with regard to a delivery date or deadline is the date on which goods are received by Granovit at the contractually agreed delivery location or, in the case of installation or assembly, the date of its acceptance. Unconditional acceptance of late deliveries or service provision shall not constitute a waiver of any entitlements arising out of late delivery or provision.

The means of transportation must be unloaded by the Supplier within the timeframe specified by the carrier. Any additional costs generated by delays lasting longer than two hours will be borne by the party that caused the delay.

The Supplier guarantees that cereals, oilseeds, protein plants, feed protein, fodder, milling products, feed supplements and general agricultural products are free of genetically modified organisms (GMOs) and must submit a GMO certificate before each delivery (see also section **Fehler! Verweisquelle konnte nicht gefunden werden.** below).

The quality identified during unloading at the delivery location as well as the determined weight will be decisive in determining contractual fulfilment.

Incoming goods checks: Incoming goods may not be unloaded without being checked by an incoming goods employee of the orderer.

4. Transfer of risk

The Supplier will bear all risks until goods are expressly received by Granovit or a representative of Granovit at the contractual delivery location for the goods or, in the case of installation or assembly, until acceptance by Granovit.

5. Transfer of ownership

Ownership of the goods will be considered to have been transferred to Granovit upon express receipt of the goods at one of the locations belonging to Granovit.

6. Remuneration

The remuneration covers all services required for proper fulfilment of the contract. It covers in particular the cost of packaging, transportation, freight, customs/excise and insurance, any installation costs as well as applicable public contributions, such as value-added tax (VAT) and the Advance Recycling Fee, which must be listed separately.

Should the Supplier modify the contractually agreed freight parity, any differences in freight in Granovit's favour will be deducted during billing.

7. Invoices

Invoices must be submitted immediately after successful delivery. Each invoice must include the correct company name of the Supplier and Granovit AG, the date of service provision, the order number, the type, object and scope of the service as well as the VAT number. Any due VAT must be listed separately (stating the applicable tax rate and amount). Should these details be missing, the invoice will not be considered to have been submitted until the matter has been clarified.

8. Payment

Invoices will be settled in full within 60 days of receipt thereof. Payment will be subject to verification of the billed amount. Should warranty claims be submitted within the delivery period, the payment period will be suspended until the discrepancy has been addressed.

9. Warranty and liability

The Supplier guarantees that the goods it delivers and the services it provides match the intended purpose and promised functions and characteristics in full and comply with the relevant laws, regulations and provisions applicable at Granovit locations.

In particular, the Supplier guarantees, albeit non-exhaustively, that its cereals, oilseeds, protein plants, feed protein, fodder, milling products, feed supplements and general agricultural products meet the Swiss framework conditions for genetically modified organisms (GMOs). Suitable proofs must be made available at any time upon request.

Warranty claims will expire 24 months after delivery to Granovit. The warranty period shall comprise five years if a delivery or service integrated into an immobile plant is shown to cause faults at this plant.

Granovit is released from the obligation to check and complain immediately. Any faults will be reported upon their discovery, though no later than the expiration date of the warranty period. If, during the warranty period, deliveries or services or parts thereof fail to fulfil the warranty, Granovit may choose to either have the defects made good immediately in situ at the Supplier's expense, demand defect-free replacement thereof by the Supplier at no charge or deduct from the remuneration an amount corresponding to the loss in value. Should the Supplier fail to react appropriately within a reasonable set period or if the matter is extremely urgent, Granovit will be entitled to make good the defects itself or have them made good by third parties, at the Supplier's expense.

Rectifications and replacements will be covered by the warranty to the same extent as the original delivery or service. The warranty period of repaired or replaced parts will restart upon their delivery to Granovit.

The right to press further legal claims remains unaffected by this. If the Supplier or a third party issues a guarantee (about properties or durability), Granovit will also be entitled in full to all rights arising out of that guarantee.

10. Proof of insurance

The Supplier is obliged to take out liability insurance. The insurance cover pertaining thereto must be at least CHF 10 million. Appropriate certificates of insurance must be made available to Granovit annually.

11. Contractual withdrawal

Should circumstances justify the assumption that regular execution of an order is not possible, especially in the event of a significant decline in the economic situation of the Supplier or its cessation of payment or operation, Granovit will be entitled to withdraw from the contract at any time and without notice, without becoming liable for damages.

12. Confidentiality

Business or technical information that the Supplier obtains from Granovit may not be divulged to third parties. It may only be made available to such people within the Supplier's business who are likewise bound to uphold confidentiality. The Supplier must take appropriate measures regarding its infrastructure and organisation.

Such information may be neither copied nor utilised without prior written consent from Granovit unless it is demonstrably public knowledge.

At Granovit's request, all information it has provided, including any copies thereof that may have been made, must be returned or destroyed in full without delay. Granovit may demand confirmation thereof.

13. Property rights

The Supplier guarantees that delivered goods or provided services are not subject to third-party rights. Should third parties nevertheless press claims against Granovit in this respect, the Supplier will be obliged to indemnify Granovit against all possible claims upon its first written request. The

indemnification obligation shall cover all expenses that Granovit necessarily incurs through or in connection with claims by third parties. The Supplier will be liable in full for any direct and indirect damage and consequential losses.

14. Typical practices

With regard to deliveries of raw materials such as cereals, feed, oilseed and other goods that may be used as fodder, the Parties recognise the latest applicable version of the customs and practices (“usances”) of the Swiss Corn Exchange in Lucerne, unless agreed otherwise in the present GTCP and/or any written agreements. Should further industry-typical practices exist, e.g. those of the Swiss Branch Organisation for Cereals, Oil Seeds and Protein Plants (Swiss Granum), they will apply unless agreed otherwise in the present GTCP and/or any other written agreements.

15. Applicable law & place of jurisdiction

The legal relations between Granovit and the Supplier are subject exclusively to Swiss law to the express exclusion of international private law and the United Nations Convention on the International Sale of Goods (Vienna Convention, CISG).

Subject to any obligatory places of jurisdiction as well as section 16 below, the place of jurisdiction shall be at the registered address of the headquarters of Granovit AG in Kaiseraugst (Canton Aargau, CH-4303 Switzerland).

16. Court of arbitration

Differences of opinion and disputes associated with the delivery of cereals, oilseeds, feed protein, fodder, milling products, feed supplements and general agricultural products must be settled between the Parties in advance by mutual agreement. Should this not prove possible, such differences must then be adjudicated by the court of arbitration of the Swiss Corn Exchange in Lucerne.

17. Precedence of the German version

The present GTCP have been produced in English, German and French. Should these differ, the German version will be decisive.

Kaiseraugst, january 2021