

## GENERAL SALE CONDITIONS

### 1. SUBJECT MATTER

- 1.1. Roquette Amilina, AB, a company duly registered under the laws of the Republic of Lithuania, company code 147031669, located at J. Janonis str. 12, LT-35101 Panevezys, Lithuania (hereinafter – the “**Seller**”) transfers ownership of and deliver the goods indicated in the Goods’ Sale Documents (hereinafter – the “**Goods**”) for a person indicated in the Goods’ Sale Documents (hereinafter – the “**Buyer**”) and the Buyer accepts the Goods and pays a purchase price according to the terms and conditions provided in the Goods’ Sale Documents and these General Sale Conditions (hereinafter – the “**Conditions**”).
- 1.2. The product name, price, quantity, payment terms of the Goods and Parties’ details (including e-mail addresses) are indicated in: (i) Goods Sale Agreement (hereinafter – the “**Sale Agreement**”), (ii) VAT invoice, (iii) CMR waybill and/or (iv) Goods’ Order (together also referred to as the “**Goods’ Sale Documents**” and each separately as the “**Goods’ Sale Document**”), if the respective Goods’ Sale Document is concluded.
- 1.3. If there is a conflict between the Goods’ Sale Document(-s) and these Conditions, the provisions of Goods’ Sale Document(-s) shall prevail. Hereinafter the Goods’ Sale Document(-s) and these Conditions together are referred to as the “**Agreement**” and the Seller and the Buyer together are referred to as the “**Parties**” and each separately as the “**Party**”.

### 2. OBLIGATIONS OF THE PARTIES

- 2.1. The Seller undertakes to:
  - 2.1.1. deliver the Goods in accordance with the terms indicated in the Sale Agreement (if such is concluded);
  - 2.1.2. deliver to the Buyer the Goods complying with the quality requirements and specification provided. Description of the Goods’ quality requirements and specification are provided in the website [www.roquetteamilina.com/](http://www.roquetteamilina.com/). For avoidance of doubts, the Parties hereby confirm, that specific quality requirements and specification shall be applied for the separate goods, e.g. if a good is the wheat gluten feed, then for such good shall be applied quality requirements and specification of the wheat gluten feed; if a good is the glucose syrup, then for such good shall be applied quality requirements and specification of the glucose syrup; respectively for the other goods shall be applied other quality requirements and specification designated exactly for such goods and which are provided in the webpage [www.roquetteamilina.com/](http://www.roquetteamilina.com/).
  - 2.1.3. supply the Goods clean and neatly packed.
- 2.2. The Buyer undertakes to:
  - 2.2.1. accept the Goods;
  - 2.2.2. pay the price for the Goods and additionally provided services within the terms indicated in the VAT invoice;
  - 2.2.3. ensure proper receipt of the Goods and have a system for the sieving of the Goods;
  - 2.2.4. inspect the quantity and the quality of the Goods delivered within 5 business days after the delivery of the Goods. The Buyer shall notify the Seller in 5 five business days in written form, if the delivered quantity of the Goods does not comply with the quantity of the Goods indicated in the Goods’ Sale Documents or quality of the Goods does not comply with quality requirements indicated in the Article 2.1.2 of these Conditions.

### 3. DELIVERY AND ACCEPTANCE OF THE GOODS

- 3.1. The Seller shall deliver the Goods (duty paid (DDP)), as defined in the current Incoterms, at the address stated in the Goods’ Sale Documents, unless otherwise agreed by the Parties.
- 3.2. Each delivery shall be accompanied with CMR waybill, the VAT invoice and other purchase documents required by the applicable laws.
- 3.3. If the Buyer fails to accept the Goods or a part thereof in time without a significant reason, the Seller shall demand the Buyer to indemnify the Seller against any and all losses suffered.
- 3.4. The Buyer shall inspect the quantity and the quality of the Goods delivered and shall notify the Seller about any discrepancies as indicated in Article 2.2.4 of the Conditions. If the Buyer does not inform the Seller about the defects according to Article 2.2.4 hereof, it shall be considered that the Goods of the agreed quantity and the quality were delivered to the Buyer.
- 3.5. If the Parties do not agree regarding the compliance / non-compliance in the quantity and the quality, the Parties shall hire an independent qualified expert to inspect the Goods. Expenses of the inspection shall be covered by the breaching Party.

### 4. PURCHASE PRICE AND PAYMENT CONDITIONS

- 4.1. The Buyer shall pay the Seller the total price for the Goods and additionally provided services as indicated in the Goods’ Sale Documents within the dates fixed therein. If the price, payment terms and/or other conditions indicated in the Goods’ Sale Documents are inconsistent, then the Buyer shall execute its obligations in accordance with the VAT invoice first, unless otherwise instructed by the Seller.
- 4.2. In case the Buyer does not execute the payment on time, the Seller is entitled to suspend the delivery of the Goods to the Buyer until the full settlement. In case the Buyer fails to perform the payments indicated in for more than 30 days, the Seller shall notify the Buyer to eliminate the default within 5 days from the receipt of the notification. In case the Buyer fails to eliminate the default within the time limits set herein, the Seller shall have a right to terminate the Agreement unilaterally in an out-of-court manner by notifying the Buyer in written 10 days in advance.
- 4.3. In case of payment delay for 30 days the Seller shall have a right to demand 50 per cent advance payment for the Goods for the next delivery.
- 4.4. In the case of payment delay the Buyer shall pay the Seller interest of the outstanding amount for each day of delay, such accrued interest shall be considered as the minimal damages of the Seller. The amount of the interest rate is 8 percentage points higher and to the European Central Bank’s most recent main refinancing operation applicable: (i) fixed interest rate, if the most recent refinancing operation of the European Central Bank was executed in the manner of the fixed interest tender or (ii) the marginal interest rate, if the most recent refinancing operation of the European Central Bank was executed in the manner of the variable interest tender (the “**Interest Rate**”). Amount of the interest shall be calculated by application of the Interest Rate, which was applicable on the respective semester of the year, when obligation of the Buyer to pay the interest rate aroused. For the first semester of the year concerned shall be the interest rate in force on 1 January of that year. For the second semester of the year concerned shall be the interest rate in force on 1 July of that year. The interest rate shall be indicated in the payment order or in the documents designated to formalize the cash payments.
- 4.5. The Seller is entitled to demand the Buyer to compensate the Seller against all and any losses (including all expenses related to the losses recovery) suffered and exceeding the interest indicated herein.

### 5. ORDER OF THE GOODS

- 5.1. If the Buyer intends to purchase Goods during the validity period of this Agreement, then the Buyer submits the Seller with the order to purchase the Goods (hereinafter – the “**Goods’ Order**”), indicating the Goods and quantity of the Goods to be purchased. Goods’ Order may be submitted via e-mail, fax, telephone or other means.
- 5.2. Goods’ Order becomes valid, when it is accepted by the Seller. The Goods’ Order accepted by the Seller constitutes the integral part of the Agreement. The Goods’ Order not accepted by the Seller is not valid. Acceptance by the Seller of the Goods’ Order may be submitted in the same manner as the submitted Goods’ Order, including e-mail, fax, telephone or other means.

5.3. Any order to purchase the Goods submitted via e-mail, fax, telephone or other means and confirmation thereof shall be valid and obligatory to the Parties.

**6. VALIDITY**

6.1. This Agreement shall enter into effect when any of further events occurs first (i) the Seller accepts the Sale Agreement (if such is submitted), (ii) the Buyer signs the CMR waybill, (iii) the Buyer pays the price (totally or partially) of the Goods and the Buyer was informed about application of these Conditions, or (iv) Parties execute any other actions, which confirm conclusion of the Agreement. The Agreement shall be valid until the fulfilment of all obligations of the Parties under this Agreement unless it is indicated otherwise in the Goods' Sale Documents.

**7. OTHER PROVISIONS**

7.1. This Agreement, its content and transactions of the Parties related thereto are confidential. The content of the Agreement shall not be disclosed to any third party in oral, written or other form without a prior written consent of the other Party, except the cases required by the applicable laws.

7.2. The Parties hereto shall take any best effort to resolve the dispute or any other controversy arising out of or relating to this Agreement by means of mutual negotiations. If the Parties cannot settle any dispute or any other controversy by means of mutual negotiations, such dispute shall be finally resolved by arbitration at Vilnius Court of Commercial Arbitration following the Regulation of this Court. The court of arbitration shall be comprised of 1 arbitrator. The place for the hearings of the court of arbitration shall be in Vilnius. The language shall be English.

7.3. Neither Party hereto shall be entitled to assign its rights or obligations stated in this Agreement to any third party without a prior written consent of the other Party.

7.4. Any notices, claims and other correspondence to be given by one Party to another shall be made in writing in English and shall be deemed to have been received if (i) mailed by registered post and sent to the address of the Party set forth in the Goods' Sale Documents, (ii) if sent by e-mail or fax set forth in the Goods' Sale Documents when the received Party confirms by e-mail or fax the receipt of the e-mail or fax, or (iii) if handed to the representative of the Party and signed by him, except otherwise is stated in the Agreement.

7.5. This Agreement may be amended or supplemented upon agreement of the Parties by exchanging the correspondence in accordance with the order indicated in Article 7.4.

7.6. This Agreement and any relations between the Parties shall be governed by Lithuanian law, including the United Nations Convention on Contracts for the International Sale of Goods of 1980.

7.7. The Goods' Sale Documents and these Conditions constitute the entire agreement between the Parties in regard to the sale of the Goods, which (the agreement) is referred to as the Agreement. All the annexes to this Agreement constitute an integral part of the Agreement.