

GLENCORE

POLSKA SP. Z O.O.

GENERAL TERMS AND CONDITIONS OF THE PURCHASE of Rapeseed by Glencore Polska Spółka z ograniczoną odpowiedzialnością, with its registered office in Gdańsk of 1.09.2016

These General Terms and Conditions are applicable to the contracts concluded from the 1st Sept, 2016. Therefore, the General Terms and Conditions of the 2nd July 2015 do not apply to such contracts.

The following General Terms and Conditions apply to the rapeseed purchase contracts, hereinafter referred to as the Goods, concluded between Glencore Polska Spółka z ograniczoną odpowiedzialnością, with its registered office in Gdańsk, entered into the Register of Companies of the National Court Register under number KRS 0000047875, kept by the Gdańsk-Północ District Court in Gdańsk, 7th Commercial Division of the National Court Register, hereinafter referred as Glencore or the Buyer and the Sellers, provided in the purchase contracts and not being the consumers within the meaning of the article 22¹ of the Civil Code, hereinafter referred to as the Sellers.

I. General provisions.

A purchase contract is not "umowa kontraktacji" (within the meaning of the Polish Civil Code). A purchase contract may have some provisions that will differ from these included in these General Terms. In case of any discrepancy between the purchase contract and the General Terms and Conditions the provisions of the purchase contract shall prevail.

Whenever the terms such as DAP and FCA are used in the purchase contract, they have the same meaning as the rules determining split of costs and risks between a seller and a buyer as per INCOTERMS 2010.

Whenever these General Terms and Conditions mention:

) a Party, it means the Buyer or the Seller;

) Parties, it means the Buyer and the Seller;

) the Seller's or the Buyer's silo, it means the place to which the rapeseed is to be delivered or the place from which the rapeseed is to be discharged regardless whether such place is owned (or being possessed basis other legal title) by the Seller or by the Buyer accordingly;

) a parcel of the Goods, it means the Goods in the quantity of ca 25 metric tons, loaded on one truck.

II. Quantity of the Goods.

1. The quantity of the Goods shall be defined in metric tons with a tolerance of +/- X %. The contract shall specify which Party is entitled to exercise the quantity option. In case quantity option is the right of the Seller, it means that the Seller is entitled to decide what final quantity will be delivered to the Buyer within the allowed +/- X % limits. In case such right is given to the Buyer then the Buyer decides which final volume is accepted by himself within the allowed +/-X% limits.

2. In order to exercise the quantity option the entitled Party must submit a written declaration to the other Party by fax or e-mail latest on the first day of delivery period provided in a purchase contract. However in case such declaration is not submitted within the time and in the form as provided in the preceding sentence, the entitled party does not lose its quantity option right.

III. Time, place and technique of the Goods delivery . Delivery advises.

The Goods are to be delivered in the place defined in purchase contract and within the time defined as the *delivery period*.

2. If the total quantity of the Goods under the purchase contract exceeds 25 tons, the Goods will be released in parcels.
3. The schedule of deliveries specifying number of days and number of parcels to be delivered during the delivery period will be provided by the Buyer. The delivery schedule may be provided for entire or part of the contractual volume (partial schedule).
4. If the Goods are to be delivered to the Buyer's silo, the Seller is obliged to advise the Buyer about the intention to deliver the Goods by e-mail or by fax sent not later than 24 hours before the planned delivery date. Such delivery advise shall specify the date of Goods delivery, the driver's name, driver's phone number, eventually the driver's ID number, the truck registration numbers (Delivery Advise) and the Goods origin as per NUTS 2*. The Seller is not allowed to advise delivery of Goods in excess of the volume provided for particular day in the delivery schedule without prior written acceptance (fax or e-mail) of the Buyer. Each silo release document (WZ) issued by the Seller shall have the contract number, names of the Seller and the Buyer.
5. If, as per the purchase contract the Goods are to be delivered to the Buyer in the Seller's silo, the Seller is obliged to advise the Buyer about the intention to deliver the Goods by e-mail or fax sent not later than 24 hours before the planned delivery date. After receipt of the Seller's advice, the Buyer is obliged to confirm collection of Goods by e-mail sent not later than 12 hours before the planned collection date. The Buyer shall provide the driver's name, the driver's phone number, eventually driver's ID number, truck registration numbers (Collection Advise) and the Goods origin as per NUTS 2*. The Buyer is not allowed to advise collection of Goods in excess of the volume provided for particular day in the delivery schedule without prior written acceptance (fax or e-mail) of the Seller.
6. If the Seller delivers the Goods to the Buyer's silo in the volume exceeding the limits provided for particular day in the Delivery Advise then the Buyer is not responsible for collection of the Goods later than provided in the delivery schedule.
7. If the Buyer collects the Goods in the Seller's silo in the volume lower than provided for particular day in the Collection Advise then the Seller is responsible to release the non delivered balance. In such situation the Buyer is not responsible for eventual delay in Goods collection.
8. The volume of Goods delivered by one truck to the Buyer's silo can not be lower than 25 metric tons. Otherwise the Seller will pay the penalty equal to 20 PLN per each ton missing to the limit of 25 tons .

IV. Quality of the Goods.

If the Goods are delivered to plants and silos of the Purchaser, the quality shall be settled in accordance with Annex no. 1 to the GENERAL TERMS AND CONDITIONS OF THE PURCHASE of Rapeseed by Glencore Polska Sp. z o.o. of 1st Sept. 2016 (Annex no. 1).

ul. Cypriana Kamila Norwida 2, 80-280 Gdańsk, Poland, VAT no: 957-05-46-350
Telephone: (+48 58) 345-17-07; Fax (+48 58) 344-68-48, KRS 0000047875
7th Commercial Division of the National Court Register
Gdańsk-Północ District Court, share capital: PLN 400 000

V. Responsibility for quality defects of the Goods.

The quality of the Goods is determined by the parameters specified in the purchase contract (quality specification) and in Annex no. 1.

Each parcel of the Goods (delivery) must meet the quality requirements defined in the purchase contract and by Annex no. 1.

If the quality of the Goods (determined basis analyses conducted as per item VI below or as per the purchase contract) does not meet the quality requirements provided in the Annex no. 1 or in the purchase contract, the Buyer has the right to:

a) to reject the non contractual parcel and request immediate replacement of the Goods delivered with the contractual ones; or
b) to accept the non contractual parcel and request decrease of sale price as per deduction rules provided in Annex no. 1.

If the Buyer accepts non contractual parcel of the Goods the Seller is obliged to issue within 7 days the sale invoice or the correction invoice where sale price is decreased as per information received from the Buyer. If the Seller does not issue the invoice or a correction invoice as per the Buyer's information provided (see the preceding sentence), the Buyer will be obliged to pay only the indisputable part of the invoice. In such a case the Seller is not entitled to claim any penalty interest for the amounts unpaid by the Buyer.

VI. Quality of the Goods. Claims handling procedure.

1. Unless the purchase contract specifies otherwise, the final quality of each single delivery of the Goods, which will be binding upon both Parties, shall be the quality determined on the basis of the analyze of a sample collected prior goods are discharged to the Buyer's silo.

2. The Buyer is obliged to analyze the sample collected as provided for under item 1 above (First Analysis). If the First Analysis' results show that any of the quality parameters of the Goods is not meeting the contractual requirements or the requirements of these General Terms and Conditions of the Purchase of Rapeseed (quality claim), the Buyer is obliged to secure the sample and to store it for the period of 3 (three) months.

3. If the Seller questions results of the First Analysis, the following claim handling procedure must be followed:

1) The Seller shall, within 5 working days from receipt of First Analysis results, lodge a claim to the Buyer by fax, electronic mail or courier post. The claim shall consist of all of the following elements: A) indication which quality parameters of the First Analysis are being questioned; B) appointment of an independent inspection company selected from the following ones: SGS, POLCARGO, Hamilton; C) full description of delivery: registration number of the truck, delivery date and delivery place (silo).

2) Upon timely receipt of the claim meeting all requirements listed under 3 a) above the Buyer will request the independent inspection company (appointed by the Seller) to make analyze of the sample collected from the questioned delivery. Only parameters questioned by the Seller will be analyzed (an appeal analysis by independent inspection company - the Second Analysis). The Seller covers the costs of the Second Analysis. Final quality will be determined basis average results of First and Second Analysis.

3) If the results found during First Analysis differ significantly from results found during Second Analysis, each Party is entitled to order the Third Analysis in one of the laboratories specified in item 3 above. The Third Analysis can not be performed by any of the inspection agencies who performed either First or Second Analysis. The cost of the Third Analysis shall be shared equally by the Parties. Final and binding quality will be the average quality of the two analyses which results are closest to each other.

4) The analysis shall be conducted in accordance with the Standards of the FOSFA Mandatory Contractual Analysis Method for Full

Analysis Members Oils, Fats, Technical Tallows and Greases (the edition current for the date of the conclusion of the rapeseed purchase contract). Unless the Parties agree otherwise, the quality will be settled for each means of transportation separately.

4. If the Seller's claim does not satisfy any of the requirements specified in item 3 a) above, then the binding quality results are those disclosed in the silo receipt document.

VII. Non-performance or improper performance of the contract.

1. If the Seller does not deliver entire or part of the contractual volume of the Goods during contractual delivery period then in such a case expiry of the contractual delivery period does not result in the expiry of the contract.

2. If the Seller delivers the Goods with delay ie after the contractual delivery period, the Buyer is authorized to charge the Seller with a contractual penalty of PLN 6 per day and per each ton delivered with delay.

3. If the Seller does not deliver entire or part of the contractual volume of the Goods during contractual delivery period the Buyer is authorized to claim replacement value of the non executed contract or part of it. Alternatively the Buyer is authorized to terminate the contract with immediate effect (ie without giving the Seller additional time period for contract performance). If the Seller's default concerns part of the contract, the Buyer can claim replacement value of the non executed part of the contract. Same with immediate contract termination right - it is limited to the non executed part of the contract. The executed part of the contract remains valid and binding.

4. If the Buyer terminates the contract with immediate effect due to the default of the Seller and lack of delivery part or entire quantity of the Goods, the Seller will pay a contractual penalty at the amount of 20% of the value of the Goods which have not been delivered.

5. If the damage caused by the Seller's default exceeds the value of contractual penalty, the Buyer is entitled to claim additional amounts of costs and losses above the level of contractual penalty

6. The Buyer is entitled to offset the receivables owed by him from the Seller due to contractual penalties and compensation and due to the substitute performance before their maturity with any of the Seller's receivables owed from the Buyer.

7. In case the Buyer claims the replacement value of the Goods not executed by the Seller, the replacement value (without VAT) shall be determined basis prices quoted by Sparks Polska S.A. in articles "purchase prices offered in Poland" or "actual grain prices in Poland" published in their weekly ("Tygodniowy Raport nt Rynku Zbóż i Surowców Paszowych") or monthly ("Przegląd Rynku Zbóż, Pasz i Roślin Oleistych w Polsce i na Świecie") bulletins covering the quotation of the prices for the week during which contractual delivery period expires. The Buyer is entitled to claim replacement value basis the prices at which the Buyer was buying similar goods in the week preceding and following the week during which contractual delivery period expired.

VIII. Suspension of the performance of the contract.

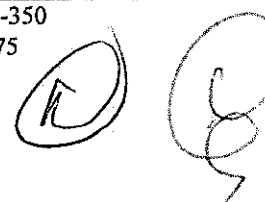
1. The Buyer can stop any payments to the Seller in case the Seller is in delay with delivering the Goods as per the time schedule. The Buyer has the right to stop any payments to the Seller also in case the Buyer has justified doubts whether the Seller will execute the contract partially or entirely during the contractual delivery period. The Buyer can stop payments due under any other contracts regardless how they are being performed by the Seller.

2. In case the Buyer stop payments basis provisions of item 1 above the Seller is entitled to claim any penalty interest.

ul. Cypriana Kamila Norwida 2, 80-280 Gdańsk, Poland, VAT no: 957-05-46-350

Telephone: (+48 58) 345-17-07; Fax (+48 58) 344-68-48, KRS 0000047875

7th Commercial Division of the National Court Register
Gdańsk-Północ District Court, share capital: PLN 400 000



IX. Additional provisions.

The Buyer, in particular is not responsible for partial or entire non-performance of the purchase contract caused by circumstances/factors beyond the Buyer's control including but not limited by : Force Majeure, strikes, natural disasters, acts of state authorities, congestions at ports (if the deliveries are made to ports).


Any rights under contracts concluded basis these General Terms (including but not limited to: payments, cargo deliveries etc) can not be transferred (assigned) onto any third party without prior written consent of Glencore Polska Sp. Z o.o..

Glencore Polska Sp. z o.o. reserves the right to set off any liabilities with any receivable before their due dates.

The Buyer and the Seller confirm and warrant to each other that both of them will be respecting all applicable laws and regulations and in particular tax law, economic law, anti-money laundering regulations, anti-corruption regulations, sanctions imposed either on country or on the entity.

These Conditions have been prepared n Polish and English version . In case of any discrepancies between the two versions Polish version shall prevail.

* it concerns sustainable Goods


GLENCCORE
POLSKA Sp. z o.o.
Mirosława Elmurkowska


GLENCCORE
POLSKA Sp. z o.o.

Pierre Pages

GLENCCORE
POLSKA Sp. z o.o.

80-280 Gdańsk, ul. Cypriana Kamila Norwida 2
tel. (58) 345 17 07, fax (58) 345 17 06
NIP 957 05 46 350, REGON 191299574

GLENCORE

POLSKA SP. Z O.O.

Annex no. 1 to the GENERAL TERMS AND CONDITIONS OF THE PURCHASE of Rapeseed by Glencore Polska Sp. z o.o., of 1.09.2016.

This Annex applies to the deliveries made to plants and silos of Glencore.

The delivered Goods must be mature, sound, merchantable as well as they must have natural smell (odour).

Unless the Contract specifies otherwise, the supplied Rapeseed must satisfy the quality defined by Annex 1 to the General Terms and Conditions:

	Base	Min	Max
Moisture (%)	9,00		9,00
Oil (%)	40,00	40,00	
Impurities ISO 658:2004 (%)	2,00		4,00
including <i>Galium</i> (%)			2,00
Erucic acid content (%)			2,00
FFA content (%)			2,00
glucosinolate content (µM/gsmb)			25,00
benzo(a)pyrene content in oil (µg/kg (ppb))			2,0
total of benzo(a)pyrene, benz(a)anthracene, benzo(b)fluoranthene and chrysene (µg/kg (ppb))			10,00
free from GMO seeds, free from pesticide residues,			


If the delivered Goods do not satisfy the quality requirements defined by the Contract and this Annex no. 1, the Buyer is entitled to refuse to accept a particular delivery of the Goods and to demand immediate replacement of the defective delivery by the contractual one. Alternatively the Buyer may accept the Goods and use the following deductions from the contractual price. Any allowances and/or deductions, if applicable, will be calculated on the basis of the price defined by the Purchase Contract:

A 9 and 2 Quality Group without allowances for better quality

Moisture				
to	9.0%			without deductions
from	9.1%	to	11.0%	deduction of 0,2% of the price for each 0,1% of moisture
from	11.1%	to	13.0%	deduction of 0,3% of the price for each 0,1% of moisture
from	13.1%	to	15.0%	deduction of 0,4% of the price for each 0,1% of moisture
Impurities in accordance with ISO 658				
to	2.0%			without deductions
from	2.1%	to	4.0%	deduction of 0,1% of the price for each 0,1% of impurities
from	4.1%	to	6.0%	deduction of 0,2% of the price for each 0,1% of impurities
FFA				
to	2.0%			without deductions
from	2.1%	to	3.0%	deduction of 0,2% of the price for each 0,1% of FFA
Smell (odour)				
slightly fermented				deductions PLN 40 per MT
slightly burnt				deductions PLN 40 per MT

Unless the Contract specifies otherwise, the cost of the First Analysis of the quality parameters defined in A group are covered by the Buyer.

ul. Cypriana Kamila Norwida 2 • 80-280 Gdańsk • Poland
Telephone (+48 58) 345-17-07 • Fax (+48 58) 345-17-06
KRS 0000047875 • Gdańsk-Północ District Court
7th Commercial Division of the National Court Register;
VAT no: 957-05-46-350 • Share capital PLN 400 000



GLENCORE

POLSKA SP. Z O.O.

B 9 and 2 Quality Group with allowances for moisture and impurities

<u>Moisture</u>				
from	6.0%	to	8.9%	allowance of 0,05% of the price for each 0,1% of moisture
	9.0%			no allowances and no deductions
from	9.1%	to	11.0%	deduction of 0,2% of the price for each 0,1% of moisture
from	11.1%	to	13.0%	deduction of 0,3% of the price for each 0,1% of moisture
from	13.1%	to	15.0%	deduction of 0,4% of the price for each 0,1% of moisture
<u>Impurities in accordance with ISO 658</u>				
to	1.9%			allowance of 0,05% of the price for each 0,1% of impurities
	2.0%			no allowances and no deductions
from	2.1%	to	4.0%	deduction of 0,1% of the price for each 0,1% of impurities
from	4.1%	to	6.0%	deduction of 0,2% of the price for each 0,1% of impurities
<u>FFA</u>				
to	2.0%			no allowances and no deductions
above	2.1%	to	3.0%	deduction of 0,2% of the price for each 0,1% of FFA
<u>Smell (odour)</u>				
slightly fermented				deductions PLN 40 per MT
slightly burnt				deductions PLN 40 per MT

Unless the Contract specifies otherwise, the cost of the First Analysis of the quality parameters defined in B group are covered by the Buyer.

C Quality Group with allowances for oil , moisture and impurities.

Unless the Contract specifies otherwise, the cost of the First Analysis of the Oil content, EUR 0.5 per MT or PLN 2 per MT depending on the currency of the Contract, shall be covered by the Seller.

<u>Moisture</u>				
from	6.0%	to	8.9%	allowance of 0,05% of the price for each 0,1% of moisture
	9.0%			no allowances and no deductions
from	9.1%	to	11.0%	deduction of 0,2% of the price for each 0,1% of moisture
from	11.1%	to	13.0%	deduction of 0,3% of the price for each 0,1% of moisture
from	13.1%	to	15.0%	deduction of 0,4% of the price for each 0,1% of moisture
<u>Impurities in accordance with ISO 658</u>				
to	1.9%			allowance of 0,05% of the price for each 0,1% of impurities
	2.0%			no allowances and no deductions
from	2.1%	to	4.0%	deduction of 0,1% of the price for each 0,1% of impurities
from	4.1%	to	6.0%	deduction of 0,2% of the price for each 0,1% of impurities

ul. Cypriana Kamila Norwida 2 • 80-280 Gdańsk • Poland
Telephone (+48 58) 345-17-07 • Fax (+48 58) 345-17-06
KRS 0000047875 • Gdańsk-Północ District Court
7th Commercial Division of the National Court Register;
VAT no: 957-05-46-350 • Share capital PLN 400 000

GLENCORE

POLSKA SP. Z O.O.

<u>Oil</u>				
below	40,00%	minimum	36,00%	deduction of 0,15% of the price for each 0,1% of oil
	40,0%			no allowances and no deductions
above	40,00%			allowance of 0,15% of the price for each 0,1% of oil
<u>FFA</u>				
to	2.0%			no allowances and no deductions
from	2.1%	to	3.0%	deduction of 0,2% of the price for each 0,1% of FFA
<u>Smell (odour)</u>				
slightly fermented				deductions PLN 40 per MT
slightly burnt				deductions PLN 40 per MT

The Parties define in the Purchase Contract which of the quality groups, A, B or C, specified in this Annex no. 1, will be applicable to the particular Contract.

The Buyer will refuse to accept the Goods if the presence of any of the following is detected:

1. foreign smell (odour) (chemical, burnt, musty, mouldy)
2. mouldy seeds above 0.4%,
3. burnt seeds above 1.0%,
4. sprouted seeds above 5.0%,
5. alive insects, dead insects above 20 items/one kilogram of seeds,
6. other warehouse pests.

ul. Cypriana Kamila Norwida 2 • 80-280 Gdańsk • Poland
Telephone (+48 58) 345-17-07 • Fax (+48 58) 345-17-06
KRS 0000047875 • Gdańsk-Północ District Court
7th Commercial Division of the National Court Register;
VAT no: 957-05-46-350 • Share capital PLN 400 000

