

Contract № 1

dd 23.03.2022

Miscanthus d.o.o., a Croatian Limited Liability Company, whose registered office is located at Ulica Petra Hektorovica 2, floor 5, Zagreb, 10000, Croatia and registration number is MB: 04869192 /fiscal number is OIB:47322272439, VAT number: HR47322272439, represented by Sergii Chabannyi Director, as the Seller (hereinafter: Seller)

and

Actava Trading DMCC, a legal entity organized and existing under the laws of the UAE, registered under registration number DMCC-31396, and having its registered office at:

Swiss Tower, Unit 2602, Jumeirah Lake Towers, P.O. Box 487068, Dubai, UAE (further the "Buyer") as represented by Mr. Vladislav Zapletin, acting pursuant to his authority as Director under the statute of the company; as the Buyer (hereinafter: Buyer)

(Together as: The parties)

have entered this Contract as follows:

Article 1

1.1. The Seller sells and the Buyer buys from the Seller the following – the rhizomes of *Miscanthus Giganteus* (homotypic synonym of *Miscanthus × giganteus* J.M.Greef & Deuter ex Hodk. & Renvoize, 2001) in total quantity of 150 000 (one hundred fifty thousand) pieces of the first-generation rhizomes (hereinafter rhizomes) +/- 5%.

1.2. Rhizomes will be prepared by Seller from three vegetation seasons (three years) old plants grown / obtained from "ex vitro" seedlings of *Miscanthus Giganteus* genotype Illinois.

1.3. The Seller confirms to the Buyer that the rhizomes are not and will not be arrested, mortgage or burdened in any other manner, and they are free from any claims of the third parties whatsoever.

Article 2

2.1. The price of one first generation rhizome is 0,18 Euro (eighteen eurocents) without VAT.

2.2. The specification of rhizomes, quantity, origination, overall cost of lot as well as producer, consignor and consignee details are specified in the proforma, and commercial invoices applied on the present Contract as its integral parts.

2.3. The Contract's total amount is equal to 27 000,00 (twenty-seven thousand) Euro +/- 5%.

2.4. The customs duties, stamp duties and other expenses related to the Contract, which should be paid in the country of the Seller, are born by the Seller, and expenses in the country of the Buyer, including taxes, duties, and charges – the Buyer.

2.5. The Seller cannot increase sale price indicated in article 2.1. after the present Contract signing.

Article 3

3.1. The rhizomes are delivered on FCA-Donja Gracenica, Sisak-Moslavina County, Croatia (Incoterms 2020). The rhizomes are transported by carrier named by the Buyer as will be evidenced by the CMR.

3.2. The rhizomes are delivered by one lot in the terms coordinated with the Buyer. The lot will be shipped no earlier than 30th of March 2022 and no later than 10th of April 2022.

3.3. The procedure for acceptance of Rhizomes at the place of delivery is carried out by the Parties representatives.

3.4 Upon delivery, the Buyer will inspect the rhizomes and immediately notify the Seller of any visible defects.

3.5. The Seller shall submit to the Buyer with the Rhizomes the following original documents:

-Commercial invoice (4 pcs)

-Packing list (4 pcs)

-Certificate of Origination

-Phytosanitary certificate



- Export declaration (copy)

Copies of the CMR and SGS traceability report confirming rhizomes origin and generation will be send by the Seller to the Buyer by email as soon as cargo is shipped, with further provision of originals.

3.6. Parties have the right to change in shipping documentation the condition of delivery and a point of destination of the Rhizomes based on the written agreement.

3.7. The risk of the loss or accidental destruction of the Rhizomes shall pass to the Buyer in accordance with the Incoterms 2020 and article 3.1.

3.8. Subject to a relevant agreement in writing, the Parties may change the stipulated terms and conditions of the delivery. A party concerned shall duly notify the other Party of the changes, however, the changes shall become valid exclusively upon proper confirmation thereof by the other Party.

Article 4

4.1. Rhizomes shall be packed in breathable big bags by around 375- 400 kg (approximately 25000-30000 rhizomes per bag). Each big bag shall be placed in a euro pallet. The packaging shall guarantee the protection of the Rhizomes from any kind of damage during proper transportation.

4.2. Each bag shall be marked indicating the name of the Seller, name of the Good, batch number, gross weight, and the date of manufacture of the Rhizomes.

Article 5.

5.1 Seller shall notify the Buyer about Rhizomes will be ready for delivery and packed as per Buyer request 10 (ten) calendar days prior to scheduled shipment of Rhizomes.

5.2. Seller is obliged to notify the Buyer within twenty-four hours from shipment readiness for dispatch by E-mail.

5.3. The Seller is obliged to also send copies of shipping documents to the Buyer by fax or e-mail for approval prior to issue of original shipping documents.

Article 6.

6.1. Payments for the Rhizomes under this Contract shall be made by the Buyer to the Seller account in Euro as direct transfers as follows:

- Advance payment of 90% of the Contract value which is 24 300,00 (twenty-four thousand three hundred) Euro 00 cents shall be made by the Buyer to the Seller within 3 (three) calendar days after the present contract signing, but not later than 1st of April 2022 against proforma invoice issued by the Seller.

- Balance payment of the Contract value according to the commercial invoice, issued by the Seller based on the shipping documents shall be made by the Buyer to the Seller within 5 (five) calendar days after the date of Rhizomes shipment, but not later than 1st of May 2022.

6.2. Fees and charges of the Buyers banks related to payments under this Contract shall be covered by the Buyer, fees and charged of the Seller's bank related to payments under this Contract – by the Seller.

Article 7.

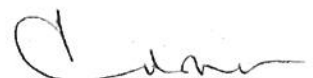
7.1. Final acceptance of the Rhizomes (upon quantity and quality) shall be made as per shipping documents and documented in Acceptance Protocol signed by authorized representatives of the Parties.

7.2. Acceptance criteria upon quality are:

- Quality must be confirmed by SGS traceability report (rhizome origin and generation).

- Shape and condition of rhizomes must be in conformity to good agricultural practice, rhizome must be in average 15 grams in weight.

- Rhizome must have minimum 2-3 buds (shoot initials).



7.3. Differences in the quantity of each shipment shall be documented with Discrepancy Statement signed by authorized representatives of the Parties. Such Discrepancy Statement shall be the basis for allocating the financial obligations of Parties.

7.4. In case sold rhizomes do not meet the requirements and obligations undertaken by the Seller with respect to the quantity or quality, the Seller at its own discretion shall replace the non-conforming rhizomes with the rhizomes meeting the requirements of this Contract or grant a price discount.

7.5. Claims concerning the quality and quantity of the Rhizomes shall be made within 30 (thirty) calendar days from delivery of the Rhizomes.

Article 8.

8.1. Claims (upon quality, quantity, delivery terms) may be submitted if the Rhizomes do not meet terms of this Contract.

8.2. Description and quantity of the substandard Rhizomes to be stated in a claim, essential of this claim, all concerned documents to be attached.

8.3. Claims shall be made in writing (by registered mail, fax). A claim must contain the following information: detailed description of circumstances concerning the claim including the circumstances under which/how the deficient quality was determined, persons who determined deviation from quality standards, description of the storage of the Rhizomes and other relevant information, basis of the claim with reference to the contractual provisions, and list of demands made to the Seller. The Buyer shall also provide the Seller with samples of defective Rhizomes.

8.4. The Seller is not responsible for establishment success of Miscanthus plantations grown from supplied mother crop (Miscanthus rhizomes) if:

- A) Land identification and choice for Miscanthus plantation as far as land pre-planting preparation executed without consulting with Miscanthus d.o.o.
- B) Miscanthus rhizomes planting executed by the Buyer without supervision of Miscanthus d.o.o.
- C) Weeds control executed by the Buyer without Miscanthus d.o.o. supervision and consulting.

Article 9.

9.1. All disputes which may arise in relation to the performance of this Contract shall be resolved by the Parties through direct discussions and negotiations.

9.2. In case no settlement can be reached through negotiations, the dispute shall be resolved at court based in Vienna and pursuant to the procedure under the laws of Austria.

Article 10.


10.1. The Parties have agreed, that in case force-majeure circumstances (action of force-majeure which does not depend on will of the Parties) occur, namely: wars, military actions, blockade, embargo, other international sanctions, other actions of the states that make performance of this Contract impossible by the Parties; fires, flooding, other act of nature or the seasonal natural phenomena, in particular, such as closing of ways, passes, the Parties are released from performance of this Contract for the period of the specified circumstances.

10.2. The Party, failing to fulfil obligations under this Contract due to force-majeure circumstances shall notify other Party in writing not later 10 days from the date of the approach of force-majeure circumstances. Failure to provide such notice deprives the corresponding Party of the right to refer to them in the future.

10.3. In case action of the specified circumstances proceeds longer than 30 days, each of the Parties has the right to cancel the Contract and shall not bear the responsibility for such cancellation provided timely written notification to other Party was done not later than 15 days before cancellation.

10.4. The sufficient proof of the action of force-majeure circumstances is the document issued by the Chamber of Commerce and Industry or other competent authority of the Country facing the force-majeure circumstances.

10.5. Specified circumstances are not the basis for refusal of the Buyer of a payment for the Rhizomes



delivered before their occurrence.

Article 11.

11.1. Any terminations, amendments, additions to this Contract are considered valid if in writing and signed by both Parties. Signatures on the facsimile messages, certified by a stamp of the corresponding Party, are considered valid, with subsequent provision of originals.

11.2. This Contract is made in two original copies in English and Ukrainian, one copy for each Party. Both copies are legally equal. In the event of conflict between the Ukrainian and English versions of this Contract, the English version shall prevail.

11.3. This Contract shall be valid and in force starting from the date of its signing until 31st of December 2022.

Article 12.

12.1 All claims, notifications, letters, and correspondence between Parties will be delivered on addresses of the Parties from this Contract or by email on following addresses:

Seller: chabannyi @miscanthus.group

Buyer: filimonov.vlad@gmail.com

12.2 In testimony of acceptance of the rights and obligations arising from this Contract, the contractual parties have affixed their signatures hereto.

Article 13

13.1. Bank details of the **Seller**:

Miscanthus d,o o,

VAT number: HR47322272439

IBAN HR1123600001102672116

Bank Data:

Zagrebacka banka d.d.

Trg bana Josipa Jelačića 10, 10000 Zagreb, Croatia

SWIFT:ZABAHR2X

13.2. Bank details of the **Buyer**:

Actava Trading DMCC, a legal entity organized and existing under the laws of the UAE, registered under registration number DMCC-31396, and having its registered office at:

Swiss Tower, Unit 2602, Jumeirah Lake Towers, P.O. Box 487068, Dubai, UAE

1) Bank: Abu Dhabi Commercial Bank

SWIFT: ADCBAEAA

IBAN: AE230030010092259388001

Address: Jafza Branch, P.O. Box:262858,

Limitless Galleries 3, Downtown Jebel Ali, Dubai,UAE

Correspondent bank EUR: ABN AMRO NL /

DEUTSCHE BANK

SWIFT: ABNANL2A / DEUTDEFF

and

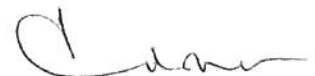
2) Bank: Abu Dhabi Commercial Bank

SWIFT: ADCBAEAA


IBAN: AE570030010092259387001

Address: Jafza Branch, P.O. Box:262858,

Limitless Galleries 3, Downtown Jebel Ali, Dubai,UAE



The Seller.

 Ovdje unesite tekst

Sergii Chabannyi (Director)

Miscanthus d.o.o.
Petra Hektorovića 2, Zagreb
OIB: 47322272439

The Buyer

Vladislav Zapletin (Director)