

Zagreb, Republic of Croatia

02 May 2022

KBB Investitionsgesellschaft Berlin mbH Registration Number HRB 232721 B, VAT Number: DE348810162 registered and acting under legislation of Federal Republic of Germany, place of business: Kurfurstendamm 167 /168 , 10707 Berlin, hereinafter referred to as "**Buyer**", represented by its CEO Volker Beyer,

and

Miscanthus d.o.o., registered and acting under legislation of Republic of Croatia, place of business: Petra Hektorovića 2, 10000, Zagreb, Croatia, PIN: 47322272439, VAT: HR47322272439, hereinafter referred to as "**Seller**", Represented by the Director Sergii Chabannyi,

together called as **the Parties**, have signed the present Contract on the following:

1. SUBJECT OF CONTRACT

1.1. The Seller will sell and the Buyer will buy the rhizomes of Miscanthus clone Illinois generation F1 in quantity of 135.000 (One hundred and thirty-five thousand) pcs (hereinafter Goods, on conditions indicated further).

2. PRICE, AND TOTAL VALUE OF CONTRACT

2.1. The cost of one rhizome is equal to 0.18 Euro (Eighteen euro cents) FCA-Donja Gracenica, Croatia (INKOTERMS 2021).

2.2. The quantity of Goods transferred to Buyer are specified in the Act of acceptance applied on the present Contract as its integral parts. Price is based on FCA Donja Gracenica, Sisak-Moslavina county, Croatia) term.

2.3. Cost of additional storage of Goods in refrigerator room until May 15, 2022 is equal to 200EUR

2.3. The Contract total amount is equal to **24.500,00 EUR (Twenty-four thousand and five hundred) Euro 00 cents.**

3. TERMS OF DELIVERY

3.1. The Goods are transferred to Buyer upon readiness for shipping. Transferring of Goods is carried out by authorized representatives of Parties.

3.2. The Buyer is obliged to accept the Goods according to the documents, the actual quantity and quality within 7 days after receiving the Seller's notification about the readiness of the Goods for shipping.

3.3. The Goods will be considered as delivered by the Seller and accepted by the Buyer in quantity if its quantity corresponds to that specified in the specification and in the shipping documents for each delivery.

3.4. The Goods are dispatched within 7 calendar days starting from Seller's written notification about Goods readiness for dispatch, sent by email to Buyer authorities representative email address, mentioned in clause 13 below

3.5. Buyer is responsible to notify Seller of transport arrival 24 hours in advance to prepare export documents for dispatch but in no case later than May 15, 2022. Buyer shall provide Seller the next information: timeframe of transport arrival, transport registration numbers and CMR details.

3.6. The Seller shall submit to the Buyer jointly with the Goods the following documents:

- SGS traceability report confirming origination and generation of rhizomes (within 10(Ten) days upon Goods shipping)
- Plant passport
- Export declaration
- Commercial Invoice

4. PACKAGING, STORAGE AND DELIVERY

4.1. Goods should be packed in Big Bags by Buyer 25.000 (Twenty-five thousand) rhizomes per package and placed on palettes.

4.2. Seller provides Buyer with refrigerator room for Goods storage in cool place until May 15, 2022 at additional cost, specified in clause 2.3 above.

4.3. The cost of transport, is not included into the terms and value of this Contract and covered by Buyer separately.

4.4. Responsibility for delivery is not included in the terms and value of this Contract.

5. NOTICES

5.1 Seller is obliged to notify the Buyer about Goods will be ready for access 24 hours in advance.

5.2. All notifications shall be made in written and at the contacts pointed out in this Contract

6. PAYMENT

6.1. Buyer is obliged to pay the Goods shipped not later than July 30, 2022.

7. LIABILITY AND PENALTY

7.1. Buyer is responsible to pick-up Goods within 7 calendar days starting from Seller's written notification about Goods readiness for dispatch, sent by email to Buyer authorities representative email address, mentioned in clause 13 below.

7.2. Delays in the delivery of the Goods by the Seller caused by the Buyer's failure to fulfill its obligations under the Contract are not considered as Seller's violation of his obligations under the Contract.

7.3. If the Buyer failure to provide the transport within the timeframe agreed in clause 3.5 and 7.1. above, the Seller will not be liable for the Goods within the limits of liability under the Contract.



7.4. Being a perishable commodity, the Goods are kept by the Seller within 7 days from the date of formal notification of the Buyer about the Goods readiness for shipping. If the Buyer does not pick up the goods within the period of time, specified in clause 3.5, the Goods are considered as delivered under the terms of the contract, and are payable on the basis of the invoice issued.

8. CLAIMS

8.1. Claims (upon quality, quantity, delivery terms) may be submitted if the Goods are not adequate to contractual terms.
8.2. Description and quantity of the substandard Goods to be stated in a claim, essential of this claim, all concerned documents to be attached in accordance to acting legislation of Claimant.

9. ARBITRATION AND LAW

9.1. All disputes which have arisen under the present contract concerning under delivery of the Goods, its discrepancy on quality, delays in delivery or payment for delivery should be settled by negotiations between the Parties.
9.2. If any dispute cannot be settled by means of negotiations, then either Party may refer such dispute for arbitration by International Commercial Arbitration Court of Zagreb Croatia.
9.4. The award of the arbitration shall be final and binding upon the Parties.

10. FORCE MAJEURE

10.1. The Parties have agreed, that in case of occurrence of force-majeure circumstances (action of force-majeure which does not depend on will of the Parties), namely: wars, military actions, blockade, quarantine, embargo, other international sanctions, currency restrictions, increase of the customs duties, excises, other taxes to the contract Goods, other actions of the states which do impossible performance by the Parties of the obligations, fires, hurricanes, 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 the obligations for the period of action of the specified circumstances.
10.2. The Party, for which performance of obligations under the given Contract became impossible, is obliged to notify other Party in writing not later 10 days from the moment of approach of force-majeure circumstances. Absence of 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 more 30 days, each of the Parties has the right to cancellation of the Contract and does not bear the responsibility for such cancellation provided that it will notify on it other Party not later than 15 days before cancellation.
10.4. The sufficient proof of action of force-majeure circumstances is the document which has been given out by Commercial Chamber.
10.5. Occurrence of the specified circumstances is not the basis for refusal of the Buyer of a payment for the Goods delivered before their occurrence.

11. OTHER CONDITIONS

11.1. Any terminations, amendments, additions to this Contract are to be valid if in writing and signed by both of the Parties.
11.2. This Contract when signed replaces any previous agreement, negotiations, correspondence, which are invalid from the moment of signing of this Contract.
11.3. This Contract is made up in duplicate, one copy for each Party, each one in Russian and English; both texts being authentic and of equal legal force.
11.4. Signatures on the facsimile messages, certified by a stamp of the corresponding Party, are considered valid.

12. DURATION OF CONTRACT

12.1. The Contract shall enter into force on the day of signing by the Parties, provided that the Buyer fulfills the requirements of paragraph 2 of clause 6.1.1. of this contract and is valid until the Parties fully fulfill their obligations under the Contract.
12.2. The Contract may be continued exclusively after accommodation by both Parties in writing.

13. ADDRESS AND ACCOUNTS OF THE PARTIES.

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reg. № HRB 232721 B
VAT: DE348810162
IBAN: DE59 1101 0101 5153 2998 07
BIC: SOBKDEB2XXX
Bank: Penta Bank

~~KBB1 Invest Berlin mbH~~
~~Kurfurstendamm 167/168~~
~~10707 Berlin~~ Volker Beyer

Company SELLER - **Miscanthus d.o.o.**, Petra Hektorovića 2, 10000, Zagreb, Croatia,
PIN: 47322272439
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Zagrebacka Banka d.d., Zagreb, Croatia
IBAN: HR1123600001102672116
CEO: Sergii Chabannyi

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