

MISCANTHUS d.o.o. (ltd), Zagreb, Savska cesta 32, Republic of Croatia, PIN: 47322272439, VAT: HR47322272439 represented by its director Sergii Chabannyi, as the Seller (hereinafter: Seller)

and

MexFeul Energy d.o.o.(ltd), Niš, Vojvođanska 14/3, Republic of Serbia, PIN: 21668338, VAT: 112410375 represented by its director Vojin Filić as the buyer (hereinafter: Buyer)

(together as: The parties)

entered on 01.04.2021.

CONTRACT OF SALE

Article 1

- 1.1. The Seller sells and the Buyer buys from the Seller the following – the first-generation rhizomes (F1) of Miscanthus Giganteus clone Illinois in the quantity of 320 000 (three hundred twenty thousand) pieces (hereinafter rhizomes).
- 1.2. Rhizomes will be prepared at Seller's option from two or three vegetation seasons (two or three years) old plants grown from "ex vitro" seedlings of Miscanthus Giganteus clone 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 rhizome is 0,5 Euro (fifty euro cents).
- 2.2 The specification of rhizomes, quantity, origination, and overall cost of each lot are specified in the commercial invoices applied on the present Contract as its integral parts.
- 2.3 The Contract's total amount is equal to 160.000,00 (one hundred sixty thousand) Euro.
- 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.

MISCANTHUS d.o.o. (ltd), Zagreb, Savska cesta 32, Republika Hrvatska, PIB: 47322272439, VAT: HR47322272439 koji zastupa direktor Sergii Chabannyi, kao Prodavac (u daljem tekstu: Prodavac)

i

MexFeul Energy d.o.o.(ltd), Niš, Vojvođanska 14/3, Republika Srbija, MB: 21668338, PIB: 112410375, kojeg zastupa direktor Vojin Filić, kao kupac (u daljem tekstu: Kupac)

(zajedno: Ugovorne strane)

potpisano dana 01.04.2021.

UGOVOR O PRODAJI

Član 1

- 1.1 Prodavac prodaje, a Kupac kupuje od Prodavca rizome prve generacije (F1) Miscanthus Giganteus klon Illinois u količini od 320 000 (trista dvadeset hiljada) komada (u daljem tekstu rizomi).
- 1.2 Prodavac će pripremiti rizome, po svom izboru, iz dve ili tri vegetacione sezone (dve ili tri godine stare biljke) uzgajane iz "ex vitro" sadnice Miscanthus Giganteus klon Illinois.
- 1.3 Prodavac potvrđuje Kupcu da rizomi nisu i neće biti oduzeti, da nemaju zaduženja ili opterećenja bilo koje druge vrste, i da su oslobođeni bilo kakvih nameta trećih lica.

Član 2

- 2.1 Cena jednog rizoma je 0,5 eura (pedeset eurocenti).
- 2.2 Specifikacija rizoma, količina, poreklo i ukupni troškovi svake serije navedeni su u komercijalnim fakturama koje važe po ovom Ugovoru i njegovim sastavnim delovima.
- 2.3 Ukupan iznos Ugovora je 160.000,00 (sto šezdeset hiljada) eura.
- 2.4 Carinu, carinske dažbine i druge troškove vezane za Ugovor, a koji bi trebalo da se plaćaju u zemlji Prodavca, snosi Prodavac, a troškove u zemlji Kupca, uključujući poreze, dažbine i troškove – Kupac.

Article 3	Član 3
<p>3.1 The rhizomes are delivered on FCA-Donja Gračenica, Sisak-Moslavina County, Croatia (Incoterms 2020). The rhizomes are transported by a carrier named by the Buyer as will be evidenced by the CMR.</p> <p>3.2 The rhizomes are delivered in the terms coordinated with the Buyer, no earlier than 1st of April 2021 and no later than 30th of April 2021.</p> <p>3.3 The procedure for acceptance of Rhizomes at the place of delivery is carried out by the Parties' representatives.</p> <p>3.4 Upon delivery, the Buyer will inspect the rhizomes and immediately notify the Seller of any visible defects.</p> <p>3.5 The Seller will issue the invoice to the Buyer 20 (twenty) days prior to the first delivery date under this Contract.</p> <p>3.6 The Seller shall submit to the Buyer with the Rhizomes the following documents:</p> <ul style="list-style-type: none"> - commercial invoice - CMR - The export declaration - Plant passport / phytosanitary certificate - SGS traceability report confirming rhizomes origination and generation. <p>3.7 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.</p> <p>3.8 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.</p> <p>3.9 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.</p>	<p>3.1 Rizomi se isporučuju na FCA - Donja Gračenica, Sisačko-Moslavačka županija, Hrvatska (Incoterms 2020). Rizomi transportuje prevoznik koga navede Kupac, što je navedeno u tovarnom listu.</p> <p>3.2 Rizomi se isporučuju u uslovima koji su dogovoreni sa Kupcem, najranije 1. aprila 2021, a najkasnije 30. aprila 2021. godine.</p> <p>3.3 Proceduru preuzimanja rizoma na mestu isporuke sprovode predstavnici Ugovornih strana.</p> <p>3.4 Po isporuci, Kupac će pregledati rizome i odmah obavestiti Prodavca o eventualnim vidljivim nedostacima.</p> <p>3.5 Prodavac će izdati fakturu Kupcu 20 (dvadeset) dana pre datuma prve isporuke u skladu sa ovim Ugovorom.</p> <p>3.6 Prodavac, uz rizome, dostavlja Kupcu sledeća dokumenta:</p> <ul style="list-style-type: none"> - komercijalnu fakturu - tovarni list - izvoznu deklaraciju - biljni pasoš / fitosanitarni sertifikat - SGS izveštaj o praćenju koji potvrđuje poreklo i proizvodnju rizoma. <p>3.7 Ugovorne strane imaju pravo da promene uslov isporuke i tačku odredišta rizoma u otpremnoj dokumentaciji, a na osnovu pisanog sporazuma.</p> <p>3.8 Rizik od gubitka ili nenamernog uništenja rizoma snosi Kupac u skladu sa Incoterms 2020 i članom 3.1.</p> <p>3.9 Nakon sporazuma u pisanoj formi, Ugovorne strane mogu da promene navedene odredbe i uslove isporuke. Jedna strana je obavezna da uredno obavesti drugu stranu o izmenama, međutim, izmene će postati važeće isključivo nakon odgovarajuće potvrde druge strane.</p>
<p style="text-align: center;">Article 4</p> <p>4.1 Rhizomes shall be packed in big bags by 50000 (Fifty thousand) rhizomes per bag.</p> <p>4.2 The packaging type should be agreed and documented in writing by the Parties before the 25th of March 2021 and the cost of any additional or different packing shall be the responsibility of the Buyer.</p>	<p style="text-align: center;">Član 4</p> <p>4.1 Rizomi će biti upakovani u velikim kesama od 50000 (pedeset hiljada) rizoma po kesi.</p> <p>4.2 Vrsta ambalaže treba da bude dogovorena i dokumentovana u pisanoj formi od strane Ugovornih strana pre 25. marta 2021. godine, a za troškove bilo kog dodatnog ili drugačijeg pakovanja odgovoran je Kupac.</p>

- 4.3 The packaging shall guarantee the protection of the Rhizomes from any kind of damage during proper transportation.
- 4.4 Each bag shall be marked indicating the name of the Seller, name of the Goods, 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) days prior to scheduled delivery of Rhizomes.
- 5.2 Seller is obliged to notify the Buyer within twenty-four hours from shipment readiness for delivery by E-mail.
- 5.3 The Seller is obliged to also send a copy of shipping documentation to the Buyer by fax or e-mail.

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 50% of the Contract value which is 80.000,00 (eighty thousand) Euro 00 cents shall be made by the Buyer to the Seller not later than 7 (seven) calendar days prior to the planned date of Rhizomes shipment, but not later than 15th of April 2021.

- Payment of 50% of the Contract value which is 80.000,00 (eighty thousand) Euro 00 cents shall be made by the Buyer to the Seller not later than 60 (days) calendar days after the date of Rhizomes shipment.

- 6.2 Fees and charges of correspondent banks related to payments under this Contract shall be covered by the Buyer.

- 6.3 The Buyer has the right to terminate this contract in writing within 3 days of signing the Contract.

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.

- 4.3 Ambalaža garantuje zaštitu rizoma od bilo koje vrste oštećenja tokom odgovarajućeg transporta.

- 4.4 Svaka kesa mora imati sledeće: ime Prodavca, naziv Robe, broj serije, bruto težinu i datum proizvodnje rizoma.

Član 5

- 5.1 Prodavac je obavezan da obavesti Kupca o tome kada će rizomi biće spremni za isporuku i spakovani po zahtevu Kupca 10 (deset) dana pre planirane isporuke rizoma.
- 5.2 Prodavac je dužan da obavesti Kupca putem e-maila u roku od dvadeset četiri sata od spremnosti pošiljke za isporuku.
- 5.3 Prodavac je dužan da Kupcu pošalje i kopiju otpremne dokumentacije faksom ili e-mailom.

Član 6

- 6.1 Uplate za rizome na osnovu ovog Ugovora Kupac uplaćuje na račun Prodavca u eurima direktnim transferom na sledeći način:

- Avansnu uplatu od 50% vrednosti Ugovora koja je 80.000,00 (osamdeset hiljada) eura i 00 centi Kupac će uplatiti Prodavcu najkasnije 7 (sedam) kalendarskih dana pre planiranog datuma isporuke rizoma, ali najkasnije do 15. Aprila 2021. godine.

- Isplatu 50% vrednosti Ugovora koja je 80.000,00 (osamdeset hiljada) eura i 00 centi Kupac će uplatiti Prodavcu najkasnije 60 (dana) kalendarskih dana nakon datuma isporuke rizoma.

- 6.2 Naknade i troškove korespondentnih banaka koje se odnose na uplate po ovom Ugovoru snosi Kupac.

- 6.3 Kupac ima pravo da raskine ovaj ugovor u pisanoj formi u roku od 3 dana od potpisivanja Ugovora.

Član 7

- 7.1 Konačno prihvatanje rizoma (kvantiteta i kvaliteta) vrši se u skladu sa otpremnom dokumentacijom i evidentira se u Protokolu o prihvatanju koji potpisuju ovlašćeni predstavnici Ugovornih strana.

7.2 Acceptance criteria upon quality are:

- Quality must be confirmed by SGS (or another world-leading surveyor) traceability report (rhizome origin and generation).
- Shape and condition of rhizomes must conform to good agricultural practice.
- Rhizome must be on average 15 grams in weight.
- Rhizome must have a minimum of 2-3 buds (shoot initials).

7.3 Differences in the quantity of each shipment shall be documented with a 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 The quality, marking, and packing of the Rhizomes must be in conformity with the standards specified in this Contract and must be confirmed by certificates of quality issued by the Seller and agreed in advance by both Parties to this Contract as well as in conformity with other general requirements applicable to such type of Rhizomes hereunder.

7.6 Claims concerning the quality and quantity of the Rhizomes shall be made within 5(five) working days upon delivery of the Rhizomes.

Article 8.

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

8.2 Description and quantity of the substandard Equipment/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

7.2 Kriterijumi prihvatanja po kvalitetu su sledeći:

- Kvalitet (poreklo i stvaranje rizoma) mora biti potvrđen izveštajem o praćenju SGS (ili drugog vodećeg svetskog nadzornog organa);
- Oblik i stanje rizoma moraju biti u skladu sa dobrom poljoprivrednom praksom;
- Rizom mora biti težak prosečno 15 grama;
- Rizom mora imati minimum 2-3 pupoljka (pazušna pupoljka);

7.3 Razlike u količini svake isporuke biće dokumentovane Izjavom o neusklađenosti koju potpisuju ovlašćeni predstavnici Ugovornih strana. Takva Izjava o neusklađenosti je osnov za određivanje finansijskih obaveza stranaka.

7.4 U slučaju da prodati rizomi ne ispunjavaju zahteve i obaveze koje Prodavac preuzima u pogledu kvantiteta ili kvaliteta, Prodavac je obavezan da, po sopstvenoj odluci, ili zameni neodgovarajuće rizome rizomima koji ispunjavaju zahteve ovog Ugovora, ili odobri popust na cenu.

7.5 Kvalitet, obeležavanje i pakovanje rizoma mora biti u skladu sa standardima navedenim u ovom Ugovoru i mora biti potvrđen sertifikatima o kvalitetu koje izdaje Prodavac, a koji je unapred dogovoren među Ugovornim stranama, kao i u skladu sa drugim opštim zahtevima koji važe za takav tip rizoma.

7.6 Primedbe koji se odnose na kvalitet i kvantitet rizoma upućuju se u roku od 5 (pet) radnih dana od isporuke rizoma.

Član 8

8.1 Primedbe (o kvalitetu, kvantitetu, uslovima isporuke) mogu se podneti ako rizomi ne ispunjavaju uslove ovog Ugovora.

8.2 Opis i količinu opreme/rizoma koji ne ispunjavaju standarde treba navesti u primedbi, osnove primedbe, kao i sve prpratne dokumente obavezno je priložiti.

8.3 Primedbe se upućuju napismeno (registrovanom poštom, faksom). Primedba mora da sadrži sledeće informacije: detaljan opis okolnosti koje se odnose na primedbu, uključujući okolnosti pod kojima/kako je utvrđen nedostatak kvaliteta, lica koja su utvrdila odstupanje od standarda kvaliteta, opis skladištenja rizoma i druge relevantne informacije, osnov primedbe sa referencom na ugovorne odredbe i spisak zahteva upućenih Prodavcu. Kupac je takođe u obavezi da dostavi Prodavcu uzorke neodgovarajućih rizoma.

made to the Seller. The Buyer shall also provide the Seller with samples of defective Rhizomes.

Article 9.

- 9.1 The Seller shall provide to the Buyer instructions on soil preparation for planting rhizomes, improvement the quality of fertilizers and lime, which is included in the price referred to in Article 2 of the contract.
- 9.2 The Buyer may request from the Seller the service of monitoring the plantations in the first year, which includes monitoring the planting of rhizomes, controlling the growth of miscanthus throughout the first growing year, determining weed species, and selecting appropriate plant protection products, which service is not part of this Contract. For additional services, the Seller will send to the Buyer proposal.

Article 10.

- 10.1 All disputes which may arise in relation to the performance of this Contract shall be resolved by the Parties through direct discussions and negotiations.
- 10.2 In case no settlement can be reached through negotiations, the dispute shall be resolved at court based on the location of the principal office of the Seller and pursuant to the procedure under the laws of the Republic of Croatia.

Article 11.

- 11.1 The Parties have agreed, that in case force-majeure circumstances (action of force-majeure which does not depend on the will of the Parties) occur, namely: wars, military actions, blockade, embargo, other international sanctions, other actions of the states that make a performance of this Contract impossible by the Parties; fires, flooding, other act of nature or the seasonal natural phenomena, in particular, such as the closing of ways, passes, the Parties are released from performance of this Contract for the period of the specified circumstances.
- 11.2 The Party, failing to fulfill obligations under this Contract due to force-majeure circumstances shall notify other Party in writing not later than 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.
- 11.3 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

Član 9

- 9.1 Prodavac je obavezan da dostavi Kupcu uputstva za pripremu zemljišta za sadnju rizoma, poboljšanje kvaliteta đubriva i poljoprivrednog kreča, što je uključeno u cenu navedenu u članu 2 ovog ugovora.
- 9.2 Kupac može zatražiti od Prodavca uslugu praćenja plantaža u prvoj godini, koja podrazumeva praćenje sadnje rizoma, kontrolu rasta miscanthus-a tokom prve godine rasta, određivanje vrsta korova i izbor odgovarajućih proizvoda za zaštitu biljke, premda ta usluga nije deo ovog Ugovora. Za dodatne usluge Prodavac će poslati ponudu Kupcu.

Član 10

- 10.1 Eventualne sporove u vezi sa izvršenjem ovog Ugovora, Ugovorne strane će rešavati direktnim diskusijama i pregovorima.
- 10.2 U slučaju da se tokom pregovora ne može doći do rešenja, spor se rešava na sudu na lokaciji glavne kancelarije Prodavca i u skladu sa procedurom predviđenom zakonima Republike Hrvatske.

Član 11

- 11.1 Ugovorne strane su se složile da, u slučaju pojave više sile (viša sila koja ne zavisi od volje Ugovornih strana), poput: ratova, vojnih aktivnosti, blokada, embarga, drugih međunarodnih sankcija, drugih aktivnosti država koje onemogućavaju izvršavanje ovog Ugovora Ugovornim stranama; požara, poplava, drugih prirodnih pojava ili sezonskih prirodnih fenomena, konkretno, zatvaranja puteva, prolaza, Ugovorne strane se oslobađaju obaveze izvršenja ovog Ugovora tokom perioda trajanja navedenih okolnosti.
- 11.2 Ugovorna strana je obavezna da obavesti drugu stranu u pisanoj formi u nemogućnosti ispunjavanja obaveza iz ovog Ugovora usled delovanja više sile najkasnije 10 dana od pojave više sile. Ukoliko se ovakvo obaveštenje ne dostavi, ta Ugovorna strana se lišava prava da se ubuduće poziva na višu silu.
- 11.3 U slučaju da je trajanje navedenih okolnosti duže od 30 dana, svaka od Ugovornih strana ima pravo da otkáže

the responsibility for such cancellation provided timely written notification to other Party was done not later than 15 days before cancellation.

11.4 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.

11.5 Specified circumstances are not the basis for refusal of the Buyer of a payment for the Rhizomes delivered before their occurrence.

Article 12.

12.1 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.

12.2 This Contract is made in two original copies in English and Serbian, one copy for each Party. Both copies are legally equal.

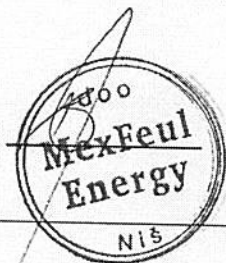
Article 13.

13.1 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: info@miscanthus.hr; sales@miscanthus.hr mexfeulenergydoo@gmail.com

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

Seller:  Miscanthus d.o.o.
Savska cesta 32, Zagreb
OIB: 47322272439

Buyer:



Ugovor i ne snosi odgovornost za takvo otkazivanje, ukoliko pravovremeno dostavi pisano obaveštenje drugoj Ugovornoj strani najkasnije 15 dana pre otkazivanja.

11.4 Dovoljan dokaz delovanja okolnosti više sile je dokument koji izdaje Privredna komora ili drugi nadležni organ zemlje koji se suočava sa okolnostima više sile.

11.5 Navedene okolnosti nisu osnova za odbijanje Kupca da plati rizome koji su isporučeni pre njihovog pojavljivanja.

Član 12

12.1 Raskid, izmene i dopune ovog Ugovora smatraju se važećim ako su sačinjene u pisanoj formi i potpisane od obeju Ugovornih strana. Potpisi na faksimilnim porukama, potvrđeni pečatom Ugovorne strane, smatraju se važećim.

12.2 Ovaj Ugovor je napravljen u dva originalna primerka na engleskom i srpskom jeziku, po jedan primerak za svaku Ugovornu stranu. Oba primerka su pravno jednaka.

Član 13

13.1 Svi zahtevi, obaveštenja, pisma i prepiske između Ugovornih strana dostavljaju se na adrese Ugovornih strana navedene u ovom Ugovoru ili putem e-pošte na sledeće adrese: info@miscanthus.hr; sales@miscanthus.hr mexfeulenergydoo@gmail.com

13.2 Kao dokaz prihvatanja prava i obaveza koje proističu iz ovog Ugovora, Ugovorne strane potpisuju Ugovor.

Prodavac:  Miscanthus d.o.o.
Savska cesta 32, Zagreb
OIB: 47322272439

Kupac:

