



Standard Purchasing Terms Bio Diesel Kärnten GmbH

1. General

(1) To the extent not otherwise agreed in writing, the following Standard Purchasing Terms apply to all current future goods and services provided to Bio Diesel Kärnten GmbH (hereinafter referred to as "Purchaser").

Amendments to the Standard Purchasing Terms apply from the adoption of the respective amendment. Provisions of applicable law shall apply to the extent not provided otherwise herein.

(2) Our offers are non-binding and subject to change.

(3) Oral side agreements are only effective if confirmed by the Purchaser in writing.

(4) The contract is governed solely by the Purchaser's Standard Purchasing Terms.

Other terms and conditions do not become part of the contract even if the Purchaser does not expressly object to them.

2. Quality

(1) The Seller is obliged to provide the Purchaser suitable raw materials as described in the attached specification, in particular the parameters set out therein must be complied with.

(2) The Purchaser will conduct sampling in order to examine the agreed quality. The analysis / sampling may itself take up to six hours. The Seller is liable for costs of delivery in the event of inferior quality.

3. Prices

(1) Prices are net without any deduction. A cash discount of three percent is agreed in cases of timely payment.

(2) Agreed discounts only apply in the case of timely payment.

4. Delivery

(1) The safety and loading regulations in effect at the Purchaser's place of business apply. The Seller undertakes to comply with these rules of conduct and to transfer these obligations to third-party transportation firms as well.

(2) Notice of delivery must be provided on the preceding day by 11:00 a.m. subject to concurrent indication of the delivery location, notice of the vehicle number and driver number. The Purchaser will then indicate the applicable delivery window.

5. Payment/Default/Set-off

(1) Purchase prices are due for payment within 45 days of invoicing. Invoices are to be settled net without any discounts. Payment terms established or practiced by the Seller may be revoked by the Purchaser at any time upon reasonable notice.

(2) In the event of the failure to comply with payment terms applicable to the parties, as well as in the event of a delay in delivery on the part of the Seller, a deterioration in the financial condition of the Purchaser, the Seller is authorised to provide additional supplies or services only concurrently with immediate payment or appropriate security (e.g. bank guarantee) or to terminate the contract.



(3) The Seller is only authorised to set-off claims that have been subject to binding legal determination (judgment).

6. Retention of title

(1) Due to the mixture or combination goods, retention of title is expressly precluded.

7. Supplies

(1) Weightings performed by the Purchaser are exclusively authoritative for purposes of determining weight and quantity (calibrated scale in Arnoldstein).

(2) Statements by the Seller regarding delivery deadlines, delivery dates or loading temperatures are binding.

8. Termination

(1) Each party has a right of extraordinary termination for good cause. Good cause exists in particular if a party repeatedly fails to fulfil material contractual obligations despite prior warning, default in payment, application for or initiation of insolvency proceedings concerning the other party respectively, or execution of claims arising from this contract.

(2) In the case that goods of inferior quality are delivered, the Purchaser has the right to choose either to request a price reduction or to withdraw from the contract. Should the Purchaser withdraw from the contract, it is entitled to assert resulting damages irrespective of such withdrawal.

(3) The Purchaser is also entitled to terminate the contract in the case of considerable changes to the economic situation as well as the market conditions.

9. Jurisdiction

(1) The place of jurisdiction for all disputes arising in connection with this contract, its performance or termination is the competent court having subject-matter jurisdiction in Carinthia.

(2) The parties hereby agree that Austrian law is applicable; the place of performance is Arnoldstein.



Standard Sales and Delivery Terms Bio Diesel Kärnten GmbH

1. General

(1) To the extent not otherwise agreed in writing, the following Standard Sales and Delivery Terms apply to all current future goods and services provided by Bio Diesel Kärnten GmbH (hereinafter referred to as "Seller"). Amendments to the Standard Sales and Delivery Terms apply from the adoption of the respective amendment. Provisions of applicable law shall apply to the extent not provided otherwise herein.

(2) Our offers are non-binding and subject to change.

(3) Oral side agreements are only effective if confirmed by the Seller in writing.

(4) The contract is governed solely by the Seller's Standard Purchasing Terms. Other terms and conditions do not become part of the contract even if the Seller does not expressly object to them.

2. Quality

(1) The Seller is obliged to provide Biodiesel and Biodiesel by-products in accordance with the Biodiesel EN 14214 as described in the inspection report previously submitted. Should the inspection report reveal any deviations from the Biodiesel EN 14214 in the factory specification, the Purchaser is deemed to have approved them.

3. Prices

(1) Our prices are net, without any deduction; applicable bank charges must be borne by the Purchaser.

(2) Agreed discounts only apply in the case of timely payment.

(3) If more than four months pass between the conclusion of the contract and the delivery/performance of the service, or if the underlying contract is a continuing obligation and if goods sold or the pre- and intermediate goods or raw materials thereof are encumbered with petroleum tax, customs duties or other levies, or if levies or freights included in the purchase price are or will be increased, the purchase price changes from the day of implementation/change in the respective amount even if a fixed price was agreed.

The Seller is entitled to increase its prices even if additional costs arise for supplying the place of delivery or the place of receipt determined by the Purchaser due to extraordinary circumstances (e.g. underload, express surcharges), or if an encumbrance on the preliminary products or raw materials increases by more than 3%.

4. Delivery

(1) The safety and loading regulations in effect at the Seller's place of business apply. The Purchaser undertakes to comply with these rules of conduct and to transfer these obligations to third-party transportation firms as well.

(2) Notice of pickup must be provided on the preceding day by 11:00 a.m. subject to concurrent indication of the delivery location, notice of the vehicle number and driver number. The Seller will then indicate the applicable delivery window.



(3) If the vehicle arrives behind schedule at the place of loading and/or if a loading outside of the office hours is necessary, the Seller has the right to charge any additional costs incurred.

5. Payment/Default/Set-off

(1) Purchase prices are due for payment within seven days of invoicing. Invoices are to be settled net without any discounts. Payment terms established or practiced by the Seller may be revoked by the Seller at any time upon reasonable notice.

(2) In the event of the failure to comply with payment terms applicable to the parties, as well as in the event of a delay in delivery on the part of the Purchaser, or a deterioration in the financial condition of the Purchaser, the Seller is authorised to provide additional supplies or services only concurrently with immediate payment or appropriate security (e.g. bank guarantee) or to terminate the contract.

(3) The Purchaser is only authorised to set-off claims that have been subject to binding legal determination (judgment).

6. Retention of title

(1) Until the purchase price has been paid in full, goods which have been delivered remain the property of the Seller. The Purchaser commits to deposit the goods subject to reserved title for the Seller with the diligence of a prudent businessman and to label them accordingly.

7. Supplies

(1) The Seller only owes goods from its own production. The Seller may also, at its discretion, supply goods which it has purchased.

(2) If the Seller's own production does not suffice, for whichever reason, to supply all customers, the Seller has the right to choose, in consideration of the respective circumstances, to cease supplies altogether or to allocate them proportionally in the individual case instead of exercising its rights from impossibility of performance.

(3) The Seller's weightings must be used to determine the weight and quantities.

(4) Information by the Seller on delivery periods, delivery dates or loading temperatures are not binding.

8. Means of transport

(1) If the goods are transported or deposited in means of transport or containers supplied by the Purchaser, these must be provided in a drop-free condition freight and charges prepaid at the place of delivery in due time. The Purchaser is responsible for checking whether the means of transport/container is suitable for the respective product and/or its transportation. The Purchaser bears liability for the condition of the means of transport. The Seller is entitled but not obliged to check the means of transport provided by the Purchaser for suitability.

(2) Rules and instructions concerning safety and process flows must be complied with at the Seller's location and at the place of delivery determined by it. If these rules and instructions are violated, appropriate sanctions or claims for damages will be asserted.



9. Liability only for intent and gross negligence

(1) Compensation for direct (lost) profits and consequential damages is excluded unless they were caused by intent or gross negligence on the side of the Seller.

10. Termination for cause

(1) Each party has a right of extraordinary termination for good cause. Good cause exists in particular if a party repeatedly fails to fulfil material contractual obligations despite prior warning, default in payment, application for or initiation of insolvency proceedings concerning the other party respectively, or execution of claims arising from this contract.

The inspection must be carried out by an official analyst, who must take the sample directly from the tank car before unloading as defined in the General Guidelines. The reverse check must be made with the Seller's reference sample.

In the case of incorrect or partial delivery or if a material is found, the Purchaser is entitled – without recourse to further warranty claims – to supplementary performance, withdrawal or price reduction at the Seller's discretion.

(2) Any complaints about the delivery must be reported to the Seller in writing. The Purchaser must report any visible defects without delay. In all other cases, the Purchaser must convince itself that the delivery was made in due form by immediately taking samples and/or testing a sample. This must be completed within eight days of delivery. Defects identified during sampling must be reported to the Seller within eight days upon identification.

11. Jurisdiction

(1) The place of jurisdiction for all disputes arising in connection with this contract, its performance or termination is the competent court having subject-matter jurisdiction in Carinthia.

(2) The parties hereby agree that Austrian law is applicable; the place of performance is Arnoldstein.