

General Terms and Conditions

of the AGROFERT Central Purchasing Portal Operation

valid as of 1 January 2020

1. The company AGROFERT, a.s. is the operator of the AGROFERT Central Purchasing Portal (hereinafter the "ACP") at <https://agrofert.promitea.com>. These General Terms and Conditions (hereinafter the "GTC") serve as a publicly declared legal framework of the functioning of the ACP portal, and all trading participants in this portal shall comply with it. They undertake to comply with the GTC at the latest upon logging into (registering with) the ACP portal.

2. Definitions:

"tax document" – a tax document or correction tax document corresponding to the definition of the term "invoice" pursuant to applicable legal regulations, in particular pursuant to Value Added Tax Act (Act No. 235/2004 Coll.) and the EU Council Directive 2006/112/EC.

"electronic invoicing" – sending and receiving of tax documents in electronic form in pdf format and of data files containing the relevant tax document in a format corresponding to the standard ISDOC format in version 6.0.1, in the form of an attachment to an e-mail sent to the appropriate invoicing e-mail address.

"invoicing e.mail address" – a valid unique electronic mail address to which the tax document is sent.

"categories of goods and services" – are groups of goods and services specified in a document stored at <http://www.agrofert.promitea.com>; in registering with the AGROFERT Central Purchasing Portal, the candidate is to classify the goods and services provided by the candidate into respective categories provided by the operator, and thus select in which categories it will be invited to submit its offers.

"Participant Catalogue" – a list of participants, including their contact details, maintained by the ACP portal operator.

"AGROFERT group" – is a group of business corporations whose managing person within the meaning of Section 79 of Act No 90/2012 Coll., the Act on Business Corporations, is AGROFERT, a.s., with its registered office in Praha 4, Pyšelská 2327/2, Chodov 149 00, ID No 26185610.

"AGROFERT Central Purchasing portal" or only "ACP portal" – is a platform where deals and their terms and conditions are negotiated between AGROFERT group companies as one party and trading participants in the ACP portal as the other. The ACP portal serves the participating parties as the space and necessary tool for communicating,

submitting their offers for supplying goods and services, and evaluating the offers from participants.

"group supplier" – is a participant included in the Participant Catalogue the ACP portal as a group supplier. A group supplier is entitled to response to demands from all individual contracting entities from the AGROFERT group published through the ACP portal in categories of goods and services for which the participant has registered. Inclusion of a candidate in the Participant Catalogue as a group supplier of the ACP portal is subject to an annual registration fee of 5,000 CZK + VAT for companies with their registered office in the Czech Republic or 200 EUR for companies with their registered office outside the territory of the Czech Republic.

"AGROFERT, group company" – is a business corporation that is a member of the group managed by AGROFERT, a.s. within the meaning of Section 79 of Act No 90/2012 Coll., the Act on Business Corporations.

"trading participant in the ACP portal" or only "participant" – is (a) a legal person registered in the territory of the Czech Republic in some of so-called public registers (b) or a natural person doing business in compliance with legislation of the Czech Republic or (c) a foreign entity authorised to do business in compliance with legislation of the country where the entity is established, which has agreed to these GTC and registered itself as a trading participant in the ACP portal .

"group supplier" – a candidate or participant who has been included in the Participant Catalogue of the ACP portal as the so-called “group supplier” and who has concluded with AGROFERT, a.s. an agreement on the provision of services of the ACP portal and has paid the annual registration fee.

"agreement on the provision of services of the ACP portal" – an agreement concluded between a group supplier and the company AGROFERT, a.s.

"contracting entity" – is any AGROFERT group company that demands supplies or submits an offer for any goods or services s via the ACP portal.

"candidate" – is any person outside the AGROFERT group that shows interest in becoming a trading participant in the ACP portal.

3. Candidates for trading in the ACP portal are obliged to duly register themselves as trading participants in the ACP portal and are obliged to:
 - a) express their consent with these General Terms and Conditions (“GTC”);
 - b) express their consent with the processing of personal data (GDPR);
 - c) truly and completely specify all the required data when registering with the ACP portal, including but not limited to the name of the trading participant (business name or name of an individual – entrepreneur), registered office or place of business of the trading participant, identification number, contact details of the user (email address, telephone number), etc.;
 - d) comply with these GTC, as well as with obligations arising from them, and observe good business principles and practices;
 - e) follow the Manual for Using ACP Portal Services, which is publicly accessible in its latest version on the ACP portal websites; and

- f) select from categories of goods and services those whose supply the participant is going to offer. The selection of categories can subsequently be changed in the user interface of the ACP portal.
4. If the trading participant is registered as a group supplier, they shall further be obliged, as a part of the proper registration, to:
- a) declare that they are authorized on behalf of the candidate to make the group registration (i.e. that they are a person authorized to act on the candidate's behalf or to represent the candidate), resulting in the conclusion of an agreement on the provision of services of the ACP portal between the candidate and the company AGROFERT, a.s., with all the legal obligations arising therefrom;
 - b) express their consent with electronic invoicing by the company AGROFERT, a.s. and with electronic archiving of tax documents;
 - c) state an invoicing email to which AGROFERT, a.s. will send tax documents for registration in the ACP portal;
 - d) fill in the template order for the use of the services of the ACP portal and send its signed original to the registered office of AGROFERT, a.s.
 - e) pay the annual fee for the use of the services of the ACP portal.
5. When logging into the ACP portal, trading participants in the ACP portal will identify themselves by their user names and passwords. They shall take appropriate actions to ensure that such information is kept confidential so that no unauthorised person can participate in trading on the ACP portal without the participant's consent. Following proper registration in the ACP portal pursuant to clause 3 of these GTC, the system shall automatically generate an activation link to be sent to the trading participant via email, requesting the trading participant to set up a password that will enable them, together with their username (i.e. the email address stated upon registration), to access the ACP portal. In the case of participants included in the Participant Catalogue of the ACP portal as a "group supplier", the activation link of the group supplier shall be generated only after the fulfilment of the conditions stipulated in clauses 3 and 4 of these GTC. The right of access to the ACP portal cannot be claimed without consent from AGROFERT, a.s. AGROFERT, a.s. reserves the right to withdraw or suspend access to the ACP portal in the event of provision of apparently defective data or in the event of misleading AGROFERT, a.s.. The candidate may also withdraw from their registration with the ACP portal at any time and without any specific reason; however, such withdrawal shall not in any way affect the annual fee already paid.
6. In the case candidates who have shown their interest to be included in the Participant Catalogue as group suppliers, a contract on the provision of ACP portal services is concluded by agreeing to these GTC, confirmation of an order of this service by AGROFERT and payment of the annual fee, for a definite period of time, always only and exclusively until 31 December of the respective calendar year in which registration commenced.
- Unless the participant notifies AGROFERT, a.s. or AGROFERT, a.s. notifies the participant that the notifying party does not wish to extend the duration of the agreement to provide ACP portal services at the latest by 30 November of the respective calendar year, the duration of the agreement to provide ACP portal services will be automatically extended by one year, even repeatedly. Where the participant notifies AGROFERT, a.s. or AGROFERT, a.s. notifies the participant that the notifying party does not wish to extend the duration of the agreement to provide ACP portal services at the latest by

30 November of the respective calendar year, the agreement on the provision of ACP portal services will terminate, and the participant's access to the ACP portal will expire at the end of the last day, that is, on 31 December of the respective calendar year.

7. The trading participant who was included in the Participant Catalogue as a group supplier agrees that the payment for the ordered services (annual registration fee) shall be made upon delivery of the electronic invoice (tax document) and declares that they shall accept tax documents (invoices) for the ordered services exclusively in electronic form.
8. AGROFERT, a.s. shall send tax documents from the email address fakturace.cna@agrofert.cz to the invoicing email specified by the trading participant upon their registration. The trading participant is responsible for the invoicing email stated upon registration in the ACP portal being up-to-date and correct and shall be obliged to ensure deliverability of the emails and set up a possibility of automatic sending to the sender of receipt confirmations from the aforementioned email address, as well as confirmations of the messages being read.
9. By agreeing to these GTC, the participant acknowledges and confirms that any of the participant's demand or offer for the supply of goods or services made through the ACP portal is binding and any deviation from an offer submitted by the participant (in particular, but not limited to, in terms of price, quantity, quality, technical specifications of the goods or services offered, delivery conditions, guarantee conditions, service conditions, etc.) or its change is possible only with the explicit consent of the contracting entity. If this obligation is breached, the participant shall be liable to the contracting entity for damage that may arise.
10. Unless stipulated otherwise by a tender evaluation procedure or invitation to tender, the participant shall be responsible for ensuring that the participant's offer for supplying goods or services, as well as the supply itself, will comply with any and all legal, safety, technical and other regulations pertaining to the supply of the goods or services concerned, and that the supplies of goods or services will not breach the rights or legitimate interests of third parties. The participant shall supply the goods or services in person; if the participant is going to use third parties for the supply, this must be indicated in the participant's offer or the participant must obtain prior express consent to this from the contracting entity.
11. By agreeing to these GTC, the participant accepts that the evaluation of the participant's offer to supply goods and services submitted via the ACP portal as the winning or the best one is not automatically a conclusion of the agreement to supply the goods or services concerned. Such an agreement to supply the goods or services is not concluded until the parties, i.e. the contracting entity and the participant, agree on all terms and conditions of the agreement. The contracting entity is entitled, at any time, to halt an ongoing or finished tendering process to supply goods and services, or to terminate the process of negotiating an agreement to supply goods or services without any further action and not to conclude the agreement with the participant to supply the goods and services, and to do so for any reason or without giving any reason, while this termination will not give rise to any claims by the participant because of the participant taking part in the tendering process, because of negotiations to conclude an agreement or because of a termination of the tendering process with no agreement between the contracting entity and the participant concluded. If the process of negotiating the supplies of goods and

services with the participant is over, the contracting entity is also entitled to approach another participant who has taken part in the tendering process via the ACP portal.

12. Any and all information obtained via the ACP portal or directly from the staff of AGROFERT, a.s. regarding the ACP portal operation and its services or about its participants and their offers is deemed to be confidential. The participant is not entitled to provide it to any third party.
13. Failing to comply with or breaching these GTC entitles the company AGROFERT, a.s., as the ACP portal operator, at its discretion, to eliminate immediately the participant from the Participant Catalogue and to prevent the participant from using the ACP portal services, without any entitlement to request any compensation or claim; in the case of a participant included in the Participant Catalogue as a group supplier at the same time without any entitlement to a refund of the previously paid annual fee. The participant eliminated in this way will be included in what is known as the list of eliminated participants, who will be prevented from re-registering with the ACP portal and using its services. The operator of the ACP portal, AGROFERT, a.s., reserves the right to waive, at its discretion, this obstacle to a candidate for re-registration with the ACP portal included in the list of eliminated participants and to renew its registration in accordance with these GTC as trading participant in the ACP portal.
14. The authorization of a participant included in the Participant Catalogue as a group supplier to respond to demands from all individual contracting entities of the AGROFERT group, published through the ACP portal, is subject to the fulfilment of the conditions stipulated in clauses 3 and 4 of these GTC, in particular subject to payment of the annual fee for the ACP portal service provision.
15. Notifications of demands for goods and services from individual contracting entities on the ACP portal will only be sent to participants who have classified themselves in the respective category of goods and services in which the demand is made. The responsibility for the inclusion in the respective category of goods and services lies fully with the participant. In the case of a participant's request to be included in several reserved categories of goods and services (for example, the category "Metal or plastic fittings (other)"), the participant's selection of such category of goods and services will be subject to approval of the operator of the ACP portal (e.g., after customer's audit or after submission of requested documents, etc.). When notifying a demand or sending out a demand, the operator of the ACP portal reserves the right to eliminate from the demand such participants who have breached or are breaching their obligations arising from existing or former agreements on supply goods or services concluded between these participants and the companies of AGROFERT group.
16. The participant expressly agrees with receiving commercial communications (offers of goods and services, etc.) as well as other messages on an ongoing basis from AGROFERT, a.s. or its appointed entity by electronic mail (e-mail), phone (SMS, answering machine) and as mailings (post, messenger), even after the contractual relationship is over. The participant has given this consent within the meaning as provided in Section 7(1) of Act No 480/2004 Coll. (the Act on Certain Information Society Services).

17. The rights and obligations of the parties arising from these GTC, as well as relationships not addressed by them, shall be solely governed by Czech law, in particular Act No 89/2012 Coll., the Civil Code. These GTC are contractual terms within the meaning of Section 1751 of Act No 89/2012 Coll., the Civil Code, and they are binding for the regulation of the contractual relationship between the participant and AGROFERT, a.s., or, where applicable, AGROFERT group companies. Should any portion of these GTC become invalid, the validity of the other arrangements shall remain unaffected. The invalid portion of these GTC shall be superseded by a provision expressing the meaning of the original contractual arrangement.
18. The participant acknowledges that AGROFERT is entitled to change or amend these GTC unilaterally at any time, with AGROFERT to notify the participant of such a change by means of publication of the new GTC directly on the ACP portal and an invitation for all participants to approve them. Where the participant does not agree with a change to the GTC, the participant is entitled to refuse it. Upon refusal, the participant's access to the ACP portal shall automatically be terminated. In the case of participants listed as group supplier, an already paid annual fee for the provision of ACP portal services for the respective year will not be refunded.
19. By registering with the ACP portal and agreeing to the GTC and granting consent with personal data processing during registration, the candidate expressly confirms that the candidate, as a participant in trading on the ACP portal, assumes the risk of a change in the circumstances under which these GTC were formulated and agreed to by the candidate or under which a binding offer to supply goods or services was submitted, even if the change in the circumstances makes the candidate's performance more difficult, regardless of how significant the change in the circumstances will be.

In Prague on 1 January 2020


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Ing. Josef Mráz
Vice-chairman of the Board of Directors
authorized by AGROFERT, a.s.