

**TERMS & CONDITIONS
for Storage Contract
(Version No.: 2019/01)**

1. General Provisions

These Terms and Conditions ('**Storage T&C**') govern the storage conditions of agricultural goods ('**Goods**') by Agent (hereinafter: '**Agent**') in its own or leased warehouse of **HUNGRANA Keményítő- és Izocukorgyártó és Forgalmazó Kft.** (Head Office: 2432 Szabadegyháza, Ipartelep; Company reg. No.: Cg.07-09-001129) (hereinafter '**Client**'), and shall constitute the inseparable part of contracts on storage or warehousing or with other titles ('**Storage Contract**').

(Seller and Buyer hereinafter collectively: '**Parties**', and individually '**Party**')

2. Records of the Stored Goods

2.1. Agent shall store the Goods separately from other goods, and record as third-party stock as the property of Client, which may be inspected by Client upon prior time arrangement.

2.2. Agent shall enable Client at all times for the public storage of the stored Goods. Client is entitled to do public storage on the stored Goods at its own expenses. The public storage seizure is not a precondition to pay the purchase price, unless Parties agree otherwise during the arrangement of the Contract.

3. Determination of the stored quantity

3.1. If the title on the Goods is transferred to Client by property transfer statement or hand-over of public storage ticket, then the stored quantity is determined on the basis of the transfer Contract. The actual quantity is inspected at store-out, based on empty/full scaling.

If the Goods are delivered by Client or its Agent, then the weight determined based on empty/full scaling conducted at store-in constitute the basis of the settlement.

3.2. At the Storage Unit, Agent either

- a) has a public road scale with min. 60 tons validated capacity; or
- b) if it does not have a min. 60 tons capacity scale at the Storage Unit, Agent accepts the weight scaled at lading-in as final weight, or in a separate agreement, Client provides a scaling opportunity close to the Storage Unit and the potential expenses arising in this regards (including, but not limited to additional costs arising due to enhanced transportation distance, etc.) shall be borne by Agent.

3.3. Agent shall observe the rules on overweight when lading-in, and take care of the lading-out of potential extra weight.

3.4. Agent undertakes to retain the quantity of Goods until its removal.

4. Rules on the quality and condition of stored-in Goods

4.1. Agent undertakes to retain the quality and condition of the stored-in Goods until its removal. Agent shall ensure that the quality and condition of the Goods meet the quality parameters at storing-out.

4.2. Agent shall keep records on the measurement of the condition, humidity and temperature of Goods, and send to Client by post on request.

4.3. Agent shall notify Client in writing on the necessity of works required to preserve the quality of the Goods or other goods handling, as well as their reasons within 24 hours. On Client's request and/or upon its prior consent, Agent shall perform (directly or indirectly) the goods handling in a professional manner to ensure continuous lading. Within this framework, Agent shall inspect the insect or fungi contamination of the product as often as necessary. In the event of determining contamination, upon client's written order, the disinfection shall promptly made by an expert, and recorded in a Report. One copy of the report shall be sent to Client via e-mail. The costs of the handling and disinfection of the product shall be borne by Client.

Any potential extra costs arising from omitting the above shall be borne by Agent.

4.4. Client or any of its agents is entitled to perform continuous or periodic inspection at the Storage Unit and/or in the Goods, whose costs shall be borne by Client.

4.5. the experiences of the inspections shall be recorded in writing by stating at least the following data: Agreement and Storage Contract No., Storage Unit, warehouse name, date, product name, stored weight, quality at storing-in, experiences of sensory examination and Inspector's signature. When recording temperature, the following data are required: Agreement and Storage Contract No., Storage Unit, date, product name, weight, scaling areas and Inspector's signature.

5. Agent's further obligations

5.1. Agent shall be responsible to keep the buildings of the Storage Unit securely lockable, to have the required administrative permits and to be suitable for gasification. Agent hereby declares and warrants, that the Storage Unit fully complies with the administrative requirements – in particular the fire safety, accident and shock protection, and environmental regulations – and is able to prove it with the respective Reports, Certifications, and present them on Client's request anytime.

5.2. Agent, during the term of the storage, shall not perform condition preservation and maintenance works on the warehouses of the Storage Unit, unless such failure occurred, which risks the safety, quantity and quality of the Goods. Agent shall perform the works required to remove the failure – concurrently with notifying Client – on its own costs, without risking the quantity and quality of the stored Goods. If Client requests so, Client's representative may be present during the performance of the works.

5.3. Agent acknowledges further, that in the event of failing to promptly perform the tasks, Client may make these tasks performed on Agent's expenses.

5.4. Agent shall be fully liable for the loss, damage or destruction of the Goods stored there in part or in whole from the store-in date of the Goods or its parts until the store-out of the complete quantity of the Goods.

6. Storing-out

6.1. Client shall notify Agent at least 24 hours prior to the time of starting the store-out in writing (via e-mail). Agent shall perform the store-out in the indicated time, otherwise Client's potential extra expenses shall be borne by Agent.

6.2. Agent shall send aviso to Client until 10 am of the business day following the store-out of the Goods in writing (via e-mail), which shall include: the date of deposit, the destination of Goods, the deposited quantity and the licence plate number of the cargo vehicle. The licence plate numbers indicated by Client, provided or sent by the haulier shall be considered as they had been indicated by Client. Agent shall send the documents in the required content and form to Client within 24 hours from the deposit.

6.3. Agent shall regularly send inventory reports on the quantity stored on the last day of each month, on the first business day of the subsequent month, to Client. On client's request, Agent shall send individual inventory report within 1 business day anytime.

6.4. If Agent fails to meet the aviso or inventory report set out herein, then Client is entitled to charge default penalty in the amount of 0.5% per day calculated on the basis of the subject quantity value, and account it against the storage fee.

7. Waiver from lien

Agent, upon signing this Contract, irrevocably waives from lien provided by the Civil Code. This means that Agent shall not obtain lien on Client's assets present in the Storage Unit.

8. Dispute resolution

In the course of the performance of this Contract, the Hungarian laws shall apply. In the event of dispute, depending on the competence based on the litigation value, Parties submit to the exclusive jurisdiction of the Székesfehérvár Local Court or the Székesfehérvár Superior Court.

9. Miscellaneous provisions

9.1. The Storage Contract and this Storage Terms and Conditions include Parties' full agreement in this regards, and shall supersede all previous agreements, covenants and practices between Parties, whether they are verbal or written.

9.2. If any provisions of the Storage Contract or the Storage Terms and Conditions is or becomes invalid or unenforceable, the remaining conditions shall remain valid and effective. The invalid or unenforceable clause shall be replaced by such valid and enforceable stipulation, that is as close as Parties' original invalid or unenforceable clause or business interest as permitted by the laws.

9.3. Should any Party waive from any of its rights or their respective enforceability granted by the Storage Contract or these Storage Terms and Conditions, it shall not constitute a waiver from any rights or enforceability available to the subject Party.

9.4. With respect to matters not regulated in these Storage Terms and Conditions, the Hungarian laws in force, and the provisions of the Civil Code shall apply. Online access to these T&C: www.hungrana.hu, T&C version No.: HUN_TSZ_ÁSZF_2019/01.

Dated: Szabadegyháza, 1st July 2019