

**General Sales Terms and Conditions of
Münzer Bioindustrie GmbH (MBI)
FN 256260 d**

I. General

(1) These General Sales Terms and Conditions shall become the content of this agreement. Any contrary conditions or other restrictions of the Purchaser shall not be effective without any objection being necessary. No other arrangements over and above these are existent. Any amendments to these conditions require the written approval of the Seller.

(2) On an order being placed, at the latest, however, on acceptance of the goods after conclusion of an effective agreement, the contractual partner shall recognise these conditions.

(3) Any contrary purchase or sales terms and conditions of the contractual partner (Purchaser) are hereby rejected also for future transactions. Any side arrangements, amendments or supplements require written form to be effective.

(4) If one provision is fully or partly ineffective, this affects the effectiveness neither of the remaining part of the provision nor the effectiveness of the other provisions. The ineffective provision shall be replaced by such another provision which most closely approaches the purpose of the ineffective provision. The same applies for any omission in the individual provisions.

II. Conclusion of agreement

(1) If verbal agreements are concluded or agreements by telephone with the reservation of written confirmation, the content of the confirmation letter is decisive inasmuch as the recipient does not object written without delay, at the latest within one week. In the case of quotations, quantities, prices and the delivery period are subject to confirmation. Orders are binding on receipt of our confirmation of order or through delivery.

(2) Other arrangements, information, recommendations and advice of our staff, in particular also information and guarantees on the composition require written confirmation of our management to be legally effective.

(3) The specifications of the goods enclosed with the agreement and other binding declarations of the Seller are a fixed part of this agreement.

III. Samples

Specimens and samples before the conclusion of agreement shall be regarded as non-binding samples on approval. Any possible analysis data shall only be regarded as approximate even with regard to the maximum and minimum values unless certain properties are expressly assured.

IV. Price

(1) Our prices are, if nothing else has been agreed, net prices for the units of quantity stated by us (litre or ton) and delivery conditions (without the statutory turnover tax).

(2) Special wishes on the part of the Purchaser are not included for the lack of expressed agreement and shall be remunerated separately by the Purchaser.

(3) The current version of INCOTERMS shall apply for the interpretation of trade clauses such as fob, fca, ddu etc.

V. Delivery

(1) Deliveries shall always be made at the contractually agreed and contractually confirmed prices and conditions plus the statutory VAT. If fixed periods are agreed, the Purchaser shall set a reasonable period of grace of 6 weeks in the case of delay. After futile expiry of the period, the Purchaser may withdraw from the agreement.

Further-reaching claims are ruled out. The Seller may also provide deliveries in part. The Purchaser is not entitled to reject a partial delivery.

(2) Quantities

The weight or volume determined in the delivery works or at the delivery store is binding for establishment of the quantity (calibrated bridge scales of MBI). For deliveries in a tanker with calibrated measuring devices, the delivered quantities established by our authorised representative shall be binding.

(3) Complaints with respect to the composition

The composition of the delivered goods shall be checked immediately by the Purchaser. Defects shall be asserted in writing within 14 days and before use, resale, processing, connection or the goods being mixed. Any notices of defects are ineffective if the goods are no longer in the original despatch wrapping. In the case of substantiated complaints concerning the goods, the Purchaser and Seller shall agree suitable compensation, for example, replacement of the defective good by faultless goods or a reduction in price of the defective goods without delay whereby further-reaching warranty or claims for damages are ruled out.

(4) Quality assurance

The transport media (road tank car / tank car etc.) in which goods are picked up from the business premises of MBI shall be cleaned (confirmation through presentation of a cleaning certificate – washed and dried on being picked up). On presentation of this cleaning certificate, the transport medium shall be loaded without consultation with the Purchaser. If the Purchaser sends obviously non-cleaned transport media (cleaning certificate is not presented on pick-up), written loading permission is required stating the corresponding order number to logistik@muenzer.at. Loading in non-cleaned transport media shall take place in the case of FCA / EXW agreements within the responsibility of the Purchaser. MBI can not be made liable for quality defects and follow-up damage or loss of profits due to soiled transport media.

On the goods being picked up, 2 reserve samples (on request by the Purchaser, also 3) shall be taken by Münzer Bioindustrie GmbH in the presence of the driver. The samples shall be taken during the loading process at the loading stations and thus form the reserve specimen of the delivered goods.

The sample bottles shall be sealed in the presence of the driver and glued with security labels (non-manipulable). Furthermore, the driver shall sign the label confirming that the samples were taken on the vehicle being filled and agree with the delivered goods.

One sealed sample shall remain with MBI, one shall be given to the driver. Any third sample can be delivered to the Purchaser on request by post or also handed over to the driver.

The reserve specimen shall be stored correctly (cool and dark).

In the case of doubt concerning the quality of the delivered product, the contractual parties hereby agree to send an unopened and sealed sample to the independent laboratory: I.M.U. Institut für Mineralölprodukte und Umweltanalytik ZiveiltechnikergesmbH¹, Stolzenhaller-gasse 21, A-1080 Vienna. The Purchaser and Seller shall bear the costs for the analysis of the submitted reserve sample themselves.

The result of the analysis shall be notified to the Seller and the Purchaser by I.M.U. This result shall thus be regarded as representing the quality of the goods and shall be recognised by the contractual parties. If there is any deviation of the analysis results from the samples, it shall be clarified in the course of an appointment together with I.M.U. how these deviations could occur (e.g. deviation of the oxidation stability by incorrect storage). If a sample is no longer sealed or the label damaged,

¹ Institute for Mineral Oil Products and Environment
Analysis Civil Technician plc

or if a sample can no longer be found, the non-damaged and existing reserve sample shall apply without exception.

The reserve sample shall apply without exception for any complaints with regard to the quality of the contractual goods in the case of EXW/FCA agreements. The contractual parties effectively agree that no other proof shall be admitted with respect to quality assurance – control and – claim.

If the goods are delivered by MBI, the sealed reserve samples and verification of the freighter engaged by MBI (cleaning certificate or confirmation concerning approved previous freight) shall also apply.

(5) In case of the delivery of Biodiesel, the Customer (Purchaser) shall be responsible for the faultless technical condition of the tank and the measuring device. Damage which arises through overflowing because the tank or the measuring device are in a defective technical condition and damage which arises through contamination and/or mixture with a residue quantity contained in the tank or tanker of the Purchaser or by a contaminated tank or tanker and/or a tank of the Purchaser containing water shall be the responsibility of the Customer (Purchaser).

(6) Transfer of goods

The acceptance of the goods shall take place at undivided quantity and promptly inasmuch as nothing else is agreed. In the case of delay of acceptance, we shall be authorised, irrespective of our other rights, to withdraw fully or partly from the agreement without needing to set a period. The Purchaser shall provide the connections to the transport vehicle necessary for accepting the goods and monitor the acceptance either himself or through an authorised representative. We can regard information of the Purchaser concerning the size or capacity of storage containers as correct without the obligation for a check. We shall not be liable for the consequences of incorrect information or any negligence of co-operation duties of the Purchaser; in these cases the Purchaser shall be liable (also for his authorised representatives).

VI. Force majeure

(1) Force majeure (e.g. high water, fire, storm or similar), non-culpable disturbances of operation (e.g. strike, technical fault etc.) and all other circumstances for which Münzer Bioindustrie GmbH is not responsible (failure of the previous supplier, traffic disturbances etc.) shall entitle MBI to stop or postpone the delivery fully or partly in the scope of and for the term of the obstruction.

(2) The conclusion of the agreement shall take place with the reservation of correct and punctual self-delivery by our suppliers. The Customer shall be informed about the non-availability of performance without delay.

(3) The Purchaser and Seller shall give notice to each other about any events which impair or obstruct execution of the contractual deliveries without delay and make every effort to reduce the effects for both parties and to restore the original prerequisites as soon as possible. After the end of the force majeure, the contractual partners shall agree whether the deliveries not carried out shall take place subsequently or not.

VII. Containers

(1) Tank cars

The tank cars shall be emptied at the latest within 72 hours of arriving at the station of destination and returned to the station stated by us freight-free. If not, demurrage will be charged. The provided tank cars may not be used by the Purchaser for his own purposes. The Purchaser shall be liable for any damage to the tank cars which occurs while they are in his possession or in that of a purchaser determined by him.

Return of the tank cars shall always take place after being emptied completely. Exceptions from this, in compellingly substantiated exceptional cases, require our previous approval.

(2) The road tank car shall be emptied without delay, minimum within 3 hours after arrival. If not, demurrages will be charged.

Costs which arise through delay caused by the Purchaser shall be borne by him. The Purchaser shall guarantee faultless access conditions to his filling point.

(3) Loaned barrels provided by us shall be returned by the Purchaser after being emptied in correct condition at his expense to the next delivery works or delivery store of MBI. For barrels which are damaged or lost, the Purchaser shall pay damages through repayment of the acquisition costs for new, similar barrels on the day of replacement. This provision shall not apply to one-way barrels.

VIII. Payment

(1) If not otherwise agreed, payment shall take place immediately after receipt of the invoice without any deduction. Exceptions from this require written agreement.

(2) MBI reserves the right, to adjust payment conditions to the maximum insurance cover, guaranteed by the credit insurer. Thus claims related to the closed contract, cannot be higher than the cover note of the credit insurer at no time.

(3) Bills and cheques shall only be accepted on account of performance. Payment shall only be regarded as having taken place when the bill or cheque amount has finally been credited to the account of MBI.

(4) Any set off on the part of the customer is ruled out unless the counterclaim is recognised by MBI or has been established with legal effectiveness. The Customer neither has any right of retention due to claims from the same contractual relationship. Assignment of the claims requires the previous written approval of MBI.

(5) In the case of default in payment, we are entitled to charge delay interest. The interest rate shall lie at 8% above the basic interest rate of the Austrian National Bank. We are further entitled to alter the agreed delay interest to a reasonable extent if the interest rate for investment or in the money or capital market alters or political credit or currency measures effect changes in the credit market.

(6) Apart from this, we are, in the case of delay in payment, on insolvency proceedings being commenced for the assets of the Purchaser or on circumstances becoming known which could endanger or impede the provision of our demands, entitled to withdraw from the agreement with immediate effect, irrespective of our other rights

(7) In the case of delay in payment or occurrence of the circumstances in accordance with point (5), we are entitled to revoke a (contractually) granted payment period with immediate effect, in particular, in such cases, further deliveries shall take place, also in the case of deviating agreements, only against cash payment, advance payment or against provision of additional securities.

(8) Several parties ordering, e.g. shareholders or co-owners shall be indivisibly liable.

IX. Reservation of title

MBI shall retain title in the delivered goods until full payment of the purchase price.

X. Duties of information

The Purchaser is obliged to inform MBI in writing about any problems and/or delay in punctual and contractually conditioned acceptance of the contractual goods immediately after gaining knowledge of them.

XI. Damages

MBI shall only be liable for any intentional or gross negligence damage.

Any duty for replacement for indirect damage or for loss of profits and, generally, any liability of MBI for slight negligence are expressly ruled out.

XII. Loyalty clause

If, during delivery to the customer of the contractual goods, circumstances arise which significantly affect the economic or legal effects of these deliveries but which are not regulated in these terms and conditions or in the agreement with the Customer and which were not known on conclusion of the agreement and if these circumstances are shown for the one or the other partner to be unreasonable, account shall be taken of these circumstances in accordance with reason and equity. The partner which refers to such circumstances shall provide the corresponding proof. The type and the extent of the modifications possibly to be carried out shall depend on the extent to which a disadvantage can be weighed up against an advantage for the other.

That contractual partner who refers to previously stated circumstances shall notify the other contractual partner without delay in writing at the same time making a proposal for amendment to this agreement. If the contractual partners do not agree within 30 calendar days from receipt of the written desire for amendment on an amendment to the agreement, the contractual partner who has expressed the wish for amendment shall be entitled to withdraw from the agreement in question within a further 30 days.

XIII. Place of jurisdiction

These general terms and conditions are subject to Austrian law. In cases of dispute, only the factually competent court in Vienna shall decide inasmuch as no other place of jurisdiction has been agreed.

Tribunal

If the contractual partner (Purchaser) has his company head office outside Austria, all disputes, which result from this agreement or refer to its violation, dissolution or nullity, shall be finally decided in accordance with the tribunal and arbitration rules of the International Arbitration Court of the Chamber of Industry in Vienna (Viennese Rules) by one or more arbitrators appointed in accordance with these rules. The language to be used in the tribunal proceedings is German.

Any contestation of the agreement due to violation of the true value or modification to the business bases is waived by both parties.

The contractual partners establish amicably that they see these terms and conditions in such a manner that all obligations from them represent direct and actionable claims.

XIV. Validity of the "General Sales Terms and Conditions"

These sales and delivery terms and conditions shall be applied if nothing else has expressly been agreed in writing; they shall also apply if other conditions should be stated on order by the Purchaser unless these conditions are recognised by us in writing.



Münzer Bioindustrie GmbH

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