

ATTENTION: Please read the Supplementary Agreement to Supply Agreement before using the services of "Grain Power" LLC. Sending an application for the sale of goods on the site will mean that you provide an unconditional and irrevocable offer for the conclusion of the Supply Agreement and Supplementary Agreement on the terms of the offer placed on the site: <https://grainpower.com.ua/application-uk/>, and consent with all its conditions valid at the time of sending the application for the sale of goods.

If you do not agree with the terms of the Supplementary Agreement to Agreement for the supply of agricultural products and/or the terms of the offer, do not fill out and do not send an application for the sale of goods on the website of "Grain Power" LLC: <https://grainpower.com.ua/application-uk/>.

SUPPLEMENTARY AGREEMENT

to the Supply Agreement on the terms selected by the Supplier when filling out and sending the application for the sale of goods on the website: <https://grainpower.com.ua/application-uk/> and from the date of acceptance of such application in accordance with the terms of the offer placed on the website: <https://grainpower.com.ua/application-uk/>

Kyiv city

As amended dated 09.08.2019

A person who has submitted an unconditional and irrevocable offer for the conclusion of the Supply Agreement on the terms of the offer placed on the website: <https://grainpower.com.ua/application-uk/>, and gave consent with all its terms and conditions valid at the time of sending the application for the sale of goods by providing all the necessary information for conclusion of this Agreement and sending the application for the sale of goods on the website <https://grainpower.com.ua/application-uk/>, hereinafter referred to as the Supplier,

"Grain Power" Limited Liability Company, represented by Kalmykov Stanislav Yuriyovych, acting on the basis of the Power of Attorney dated 02.01.2019, hereinafter referred to as the Buyer,

collectively referred to as the "Parties", have concluded this Supplementary Agreement on the following:

- The Supplier agrees to deliver the Goods to the buyer in accordance with the category and class selected by the Supplier when filling out and sending the application for the sale of goods on the website: <https://grainpower.com.ua/application-uk/>, with a quality indicator not worse than the corresponding indicators given in the table below:

Name of Goods:	Quality indicators of the goods
Corn	<ul style="list-style-type: none"> ▪ Humidity,%, not more than - 14.5 ▪ Black dockage,%, not more than - 2.0 ▪ Grain dockage,%, according to GOST 4525:2006 (including not more than 5.0% broken and not more than 5.0% damaged grains) ▪ The presence of ragweed seeds is not more than 15 pcs/kg ▪ Pest infestation is not allowed.
Barley	<ul style="list-style-type: none"> ▪ Humidity,%, not more than - 14.5 ▪ Nature, g/l not less than 570 ▪ Black dockage,%, not more than - 2.0 ▪ Grain dockage,%, according to GOST 3769-98 ▪ Odor, color - common to healthy grain, without excess. ▪ Infection - not higher than 1st degree; ▪ Other indicators in accordance with GOST 3769-98.
Wheat – 2nd class	<ul style="list-style-type: none"> ▪ Nature, g/l - not less than 750 ▪ Mass fraction of protein in terms of dry solid,% - not less than 12.5 ▪ Falling-number, s-not less than 230 ▪ Humidity,% - not more than - 14.0 ▪ Black dockage,% - not more than 2.0 ▪ Grain dockage,% - not more than 8.0 ▪ (including the content of sprouted grains - not more than 2.0%) ▪ Damaged by a shield-backed bugs,% - max 2.0%

	<ul style="list-style-type: none"> ▪ Smut grain,% - not more than 8.0
Wheat – 3rd class	<ul style="list-style-type: none"> ▪ Nature, g/l - not less than 730 ▪ Mass fraction of protein in terms of dry solid,% - not less than 11.0 ▪ Falling-number, s-not less than 200 ▪ Humidity,% - not more than - 14.0 ▪ Black dockage,% - not more than 2.0 ▪ Grain dockage,% - not more than 8.0 ▪ (including the content of sprouted grains - not more than 2.0%) ▪ Damaged by a shield-backed bugs,% - max 2.0% ▪ Smut grain,% - not more than 8.0
Wheat – 4th class	<ul style="list-style-type: none"> ▪ Nature, g/l – unlimited ▪ Mass fraction of protein in terms of dry solid,% - unlimited ▪ Falling-number, s- unlimited ▪ Humidity,% - not more than - 14.0 ▪ Black dockage,% - not more than 2.0 ▪ Grain dockage,% - not more than 15.0 ▪ (including the content of sprouted grains - within the grain dockage) ▪ Damaged by a shield-backed bugs,% - unlimited ▪ Smut grain,% - not more than 10.0
Wheat regardless of class	<ul style="list-style-type: none"> ▪ Polygonum aviculare and Ambrosia are not allowed. ▪ Odor, color – common to healthy grain, without excess. ▪ Infection, not higher than 1st degree; ▪ Other indicators in accordance with DSTU 3768: 2019

2. The parties agreed that if there is a discrepancy in the grain quality indicators at the place of delivery, the Buyer's warehouse has the right to carry out at the Buyer's expense the bringing of the grain (refinement) to export conditions in accordance with the calculations below:

- Wheat:

- (a) Drying

At actual humidity - from 14,1% - 17,0%

The cost of drying services is 50,0 UAH/t (incl. VAT).

Payment for drying = ((actual humidity) - (basis humidity)) x net weight before processing, t x cost of drying services, UAH/t (with VAT)

- (b) Filtration

For each% of excess of black dockage (max. 5%) more than the basis (2%), the withdrawal of % of excess under the physical weight of the batch shall be made.

The cost of filtration services is 20,0 UAH/t (incl. VAT).

Payment for filtration = ((actul. black dockage) - (basis black dockage)) x net weight before processing, t x cost of filtration services, UAH/t (with VAT)

- (c) Ambrosia treatment

In the presence of ambrosia from 16-40 pcs/kg, the cost of filtration services is 20,0 UAH/t (incl. VAT).

Payment for treatment = net weight before processing, t x cost of ambrosia treatment services, UAH/t (incl. VAT).

- Corn:

- (a) Drying

At actual humidity - from 14,6% - 20,0%

The cost of drying services is 50,0 UAH/t (incl. VAT).

Payment for drying = ((actual humidity) - (basis humidity)) x weight, t x cost of drying services, UAH/t

(with VAT)

(b) Filtration

For each% of excess of black dockage (max. 5%) more than the basis (2%), the withdrawal of % of excess under the physical weight of the batch shall be made.

The cost of filtration services is 20,0 UAH/t (incl. VAT).

Payment for filtration = ((actul. black dockage) - (basis black dockage)) x weight, t x cost of filtration services, UAH/t (with VAT)

(c) Ambrosia treatment

In the presence of ambrosia from 16-40 pcs/kg, the cost of filtration services is 20,0 UAH/t (incl. VAT).

Payment for treatment = weight, t x cost of ambrosia treatment services, UAH/t (incl. VAT).

▪ Barley:

(a) Drying

At actual humidity - from 14,6% - 17,0% (barley)

The cost of drying services is 50,0 UAH/t (incl. VAT).

Payment for drying = ((actual humidity) - (basis humidity)) x weight, t x cost of drying services, UAH/t (with VAT)

(b) Filtration

For each% of excess of black dockage (max. 5%) more than the basis (2%), the withdrawal of % of excess under the physical weight of the batch shall be made.

The cost of filtration services is 20,0 UAH/t (incl. VAT).

Payment for filtration = ((actul. black dockage) - (basis black dockage)) x weight, t x cost of filtration services, UAH/t (with VAT)

(c) Ambrosia treatment

In the presence of ambrosia from 16-40 pcs/kg, the cost of ambrosia treatment services is 20,0 UAH/t (incl. VAT).

Payment for treatment = weight, t x cost of ambrosia treatment services, UAH/t (incl. VAT).

3. The parties agreed that the Supplier undertakes to compensate the Buyer for the cost of services (bringing to high-quality conditions and indicators provided for by this Agreement) associated with the improvement of the Goods delivered under this Agreement in accordance with the tariffs specified in clause 2 of this Supplemental Agreement within 3 banking days from the receipt of the relevant invoice from the Buyer.
4. The price of the Goods is the price placed on the website <https://grainpower.com.ua/price-uk/> as of the date of filling and sending the application for the sale of goods that meets the delivery conditions and the class of the Goods selected by the Supplier when filling out and sending the application for sale of goods.
5. The total value of the Goods under this Supplementary Agreement is the amount of the cost of all deliveries.
6. The delivery of the Goods in full is carried out within the time limit selected by the Supplier when filling out and sending the application for the sale of goods.
7. This Supplementary Agreement is concluded in Ukrainian in two copies having the same legal force, one for each of the parties.

8. BUYER'S DETAILS

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SAMPLE