Ministry of Education and Science of Ukraine State University of Trade and Economics Department of International Management

#### **GRADUATION QUALIFICATION WORK**

on the topic:

"Organization of export of oil crops to EU countries"

(based on the materials of Astarta-Kyiv LLC, Kyiv)

4th year students, 5a group, specialty 073 «Management» specialization «Management foreign economic activity»

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# State University of Trade and Economics Faculty\_\_\_\_\_\_FITL\_\_\_\_International Management Department Department \_\_\_\_\_\_Management\_\_\_\_\_ Speciality, specialization Management of foreign economic activity

Approved by

Head departments T. Melnik

20 p.

Tasks for the final qualifying work of the studentZhuk Vadym Sergeevych

1. The theme of the final qualifying work Organization of export of oil crops to EU countries

Approved by the order of SUTE from <u>20</u>" <u>december 2021</u> № <u>4205</u>

2. Term of submitting by a student his/her terminated paper: 17.06.2022

3. Target installation and initial data to work

The purpose of the work to study methods of export oilseeds in EU countries

Object of study is a foreign economic activity of Astarta-Kyiv

The subject of the study is the export of oilseeds to EU countries.

4. Contents of the final qualifying work (list of questions for each section) INTRODUCTION
CHAPTER 1. CHARACTERISTICS OF THE ENTERPRISE AND ITS IMPACT ON THE EXPORT OF
OIL CROPS
1.1. Analysis of financial and economic activity of Astarta-Kyiv LLC
1.2. Features of foreign economic activity of Astarta-Kyiv LLC
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OF ITS DEVELOPMENT
3.1. Terms of export of oil crops to EU countries
3.2. Prospects for the development of exports and exports during the war
CONCLUSIONS
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#### 5. Calendar plan of work

No	Stages of the final paper	Terms of the	e final paper	
N⁰	TTE OBEINTEY	Bplan	fact	
1	E TOP 2 TE MM	TE3 HUN	4	
1	Selection and approval of the topic	01.02.2022	01.02.2022	
12 TEY	Approval of the content of the final paper	11.02.2022	11.02.2022	
3 E	Collection of information	27.02.2022	27.02.2022	
ATE	Writing and submitting for review the first chapter of the final paper	15.04.2022 15.04		
5HC	Writing and submitting for review the second chapter of the final paper	15.05.2022	15.05.2022	
6,4	Writing and submitting for review the third chapter of the final paper	01.06.2022	01.06.2022	
7	Check of the final paper	13.06.2022	13.06.2022	
8	Completion of the final paper	16.06.2022	16.06.2022	

- 5. Date of receiving the task: 11.02.2022
- 6. Supervisor of the final qualifying work Serova L.P.
- 7. Guarantor of the educational program Pyankova O.V.
- 8. The task was accepted by the student <u>Zhuk V.S.</u>

9. Response of the scientific supervisor of the final qualification work

The final qualifying paper of Zhuk V. is relevant and devoted to increasing the level of efficiency of export operations of Astarta-Kyiv LLC. The final qualifying paper consists of content, introduction, main part (3 sections), conclusions and recommendations, references, and appendices. The content of the paragraphs fully corresponds to the titles of the parts and the topic of the final qualifying paper. The content and structure of the paper meet the requirements and current standards for obtaining a bachalor's degree.

The final qualifying paper is analyzed due to the theoretical and practical aspects of the improvement of export operations of the enterprise. The final qualifying paper of Zhuk V. is completed, meets the requirements, and is recommended for defense.

#### 11. Conclusion on the final qualifying work

The final qualifying work of the student <u>Rudchenko Oleksandra Dmytrivna</u> may be admitted to the defense of the examination commission.

Guarantor of the educational program Pyankova O.V.

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### INTRODUCTION

The relevance: In the last decade, Ukraine has become an integral part of the world market of oilseeds and products of their processing, which is deeply integrated into the world structure of division of labor. Our country is a powerful supplier and ranks first in the world market of sunflower oil, rapeseed, soybeans. But Ukraine has not yet exhausted its potential to further develop and increase the production and export of oilseeds and processed products, expand its presence in traditional and conquer new markets.

**Goal of the research:** The purpose of this study is to study and compare methods of state regulation of exports of oilseeds and products of their processing in developed economies, review the structure of trade in these goods, study the impact of non-governmental institutions on international trade, identify positive experiences for use in Ukraine.

**Task of the research:** Identify the main markets for oilseeds in the EU, analyze the impact of Ukraine on the European market of oilseeds, as well as the peculiarities of the organization of exports of oilseeds to EU countries.

The object of the final qualifying paper is the organizational and economic process of management of foreign economic activity at the enterprise level. The subject of the final qualifying paper is the mechanism of the export operations of the enterprise.

**Methods of the research:** analysis (using of multiple sources, including literature (textbooks, articles), online-resources (web-sites, social media, public forums), induction, description, classification etc.

**Structure of the work**. This work consist of introduction, three chapters, conclusions and list of references.

#### CHAPTER 1. CHARACTERISTICS OF THE ENTERPRISE AND ITS IMPACT ON THE EXPORT OF OIL CROPS

#### 1.1. Analysis of the financial and economic activity of Astarta-Kyiv LLC

Astarta-Kyiv (part of ASTARTA Holding N.V.) is a vertically integrated agroindustrial holding that has been operating in the field of sugar and agricultural production since 1993. The main activity of the agro-industrial holding is the cultivation of beets, cereals and oilseeds, production of high quality sugar and related products (molasses and dry granulated pulp), as well as milk and meat. In addition, in Poltava region, Astarta has soybean processing facilities (soybean processing plant in Globyne) and biogas production (Bioenergy Complex in Globyne). The holding has created a full cycle of sugar production: from growing beets to sugar production. The presence of raw materials significantly reduces dependence on external supplies of beets, reduces the cost of sugar produced, ensures uninterrupted production and maximum yield of quality finished product.

In 2006, ASTARTA Holding N.V. and its listing on the Warsaw Stock Exchange began. Since 2008, the company has been cooperating with the European Bank for Reconstruction and Development, which finances energy efficiency programs. In the same year, Astarta was the first Ukrainian agricultural company to conclude an agreement with the International Carbon Credit Fund, established by the EBRD and the EIB, to implement carbon quotas under the Kyoto Protocol, which covers carbon emissions reduction in 2008-2012. In 2014, a biogas complex was put into operation in Poltava region. Astarta-Kyiv is one of the leading agro-industrial holdings, whose main business is related to providing Ukrainian industrial consumers and the population with high-quality sugar and milk, as well as growing, processing and trading in agricultural products. The company is actively cooperating with the Canadian investment fund Fairfax, which in 2017 bought more than 28% of Astarta. Astarta together with Borsch Ventures founded the IT company Agro Core, which specializes in the development and implementation of high-performance technological solutions in agriculture.

#### Main results of 2021

- Astarta harvested 1.6mt of sugar beet
- 340kt of white sugar was produced
- 974kt of grains and oilseeds were harvested
- Milk production was 97kt

Astarta's consolidated revenues amounted to EUR491m in 2021, up 18% y-o-y, on higher sales prices of grains, sugar and soybean products. Revenues in the Agricultural segment increased by 6% to EUR185m, 38% of the total consolidated revenues. Revenues in the Sugar Production segment increased by 34% y-o-y to EUR170m. The Soybean Processing and the Cattle Farming segments generated EUR90m and EUR38m of revenues, correspondingly, vis-à-vis EUR75m and EUR33m in 2020. Exports contributed EUR218m, or 44% of the consolidated revenues. Gross profit increased by 80% y-o-y to EUR219m. Cost of sales increased by 19% y-o-y to EUR416m. EBITDA grew by 78% y-o-y to EUR201m on higher contribution from Agriculture and Sugar Production. As a result, Net profit for 2021 totalled at EUR122m, a 14x higher than in 2020.

Astarta reported Operating cash flows of EUR57m vs EUR156m in 2020 due to changes in working capital and fair value of biological assets and agricultural produce reflecting change in soft commodity prices. Operating cash flows before Working Capital changes increased to EUR143m (EUR105m in 2020). Investing cash outflow decreased from EUR14m to EUR4m on the back of proceeds from disposal of subsidiaries. In 2021 the Company distributed annual dividends for 2020 of EUR0.5 per ordinary share, with the total amount of EUR12m.

Globinsky Processing Plant (GPZ) of the Astarta-Kyiv agro-industrial holding is an integrated soybean processing complex with a capacity of 230 thousand tons of soybeans per year. Located in the city of Globino (Poltava region). It was put into commercial operation at the beginning of 2014. The elevator at the Globinsky Processing Plant (GPP) has a one-time soybean storage capacity of 42,000 tons. Most of the soybeans for processing are grown by the company's agricultural companies, the company buys the rest of the raw materials from partners. At the GPZ elevator, raw materials are received from road and rail transport, a grain dryer and a grain cleaner are in operation. The plant has a modern laboratory in which incoming raw materials are examined for protein, moisture and weed impurities. The processing capacity of the enterprise is 700 tons of soybeans per day. During the year, the plant produces about 160 thousand tons of high-protein meal, 40 thousand tons of soybean oil and 9 thousand tons of granular casing. In the extraction shop, soybean oil is obtained by extraction with hexane. GPZ partially uses in the production process an environmentally friendly energy carrier - biogas, which is supplied from the ASTARTA Bioenergy Complex. Soybean processing is an export-oriented direction: more than 80% of the products of the Globinsky processing plant are supplied to the countries of the EU, the Middle and Far East.

The bioenergy complex (Globino, Poltava region) was put into commercial operation in October 2014. The complex is unique for the CIS countries, it produces biogas in the process of fermentation of sugar production waste and other biological mass. Its design capacity reaches 150 thousand cubic meters. m of biogas/day, which is equivalent to 75 thousand cubic meters. m of natural gas.

Gropromholding has its own fleet of 230 railway cars manufactured by Dneprovagonmash and Kryukov Carriage Works, as well as DAF grain trucks.

In order to provide the company's enterprises with crop storage capacities, the ASTARTA Grain program was developed and implemented, within the framework of which, over the past few years, a network of elevators under the general name Grain-Agrotrade has been built and modernized. At the same time, ASTARTA actively uses a system of complex storage in polyethylene sleeves.

The turnover of the agro-industrial holding's elevators is on average two turns. Astarta-Kyiv accepts grain from third-party depositors both for storage and for processing.

The agricultural holding's elevators can work with 12 crops:

cereals - wheat, corn, barley, millet, rye, buckwheat, oats, sorghum;

oilseeds - sunflower, rapeseed, separately - high-oleic sunflower;

legumes - peas, soybeans.

Three elevators of Astarta: Yareskovsky, Lutovinovsky and Semenovsky are route elevators and can ship grain by rail for more than 54 wagons per day each. "Skorokhodovsky", "Voytovetsky" and "Krasilovsky" and "Khmelniksky" - in a day and a half. Khmelniksky Elevator is located in the city of Khmelnik, with a one-time storage capacity of 82 thousand tons. The first stage of the elevator for 30 thousand tons was built in 2010. In 2016, Khmelnyksky Elevator expanded by 62,000 tons. In 2018, Khmelnyksky Elevator increased its capacity to ship grain to rail transport to 250 tons per hour.

Table 1.1

Dynamics of financial results of Astarta-Kyiv LLC, 2015-2019

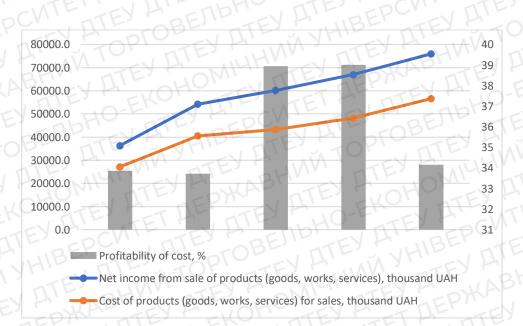
(mln UAH)

EY ALL	N TOP	TITE	Year	MM 2	ITE,	BR	ate of in	crease,	%
Indicator	2017	2018	2019	2020	2021	2016/ 2015	2017/ 2016	2018/ 2017	2019/ 2018
Net income from sale of products (goods, works, services)	36341,0	54237,0	60125,0	66976,0	75926,0	149,2	110,9	111,4	113,4
Cost of products (goods, works, services) for sales	27149,0	40558,0	43274,0	48184,0	56596,0	149,4	106,7	111,3	117,5

Gross profit	9192,0	13679,0	16851,0	18792,0	19330,0	148,8	123,2	111,5	102,9
Financial results before taxation	877,0	843,0	2712,0	3196,0	1241,0	96,1	321,7	117,8	38,8
Net financial result: profit (loss)	477,0	95,0	-1547,0	95,0	362,0	19,9	TOF	TEY	381,1

Source : Made by author based on [8; 9; 10; 11;12; Appendix B]

Analyzing the financial results from Table 1.1, we see that revenue from 2018 is growing every year and in 2021 has the largest increase - 32% and amounted to 2.056 billion dollars. Gross profit since 2018 has a positive trend, but in 2021 decreased by 5% and amounted to 427 thousands dollars. In 2017, the company had a net loss of 113 million dollars, respectively, in other years had a profit and in 2020 net profit decreased by 44% and in 2021 increased by 10% and amounted to 215 million dollars. Sunflower oil production also has a positive trend except in 2018. In 2021, production amounted to 384,150 tons, which is 22% more than in 2019. Grain production does not have a clear trend. In 2021, grain production amounted to 2407589 tons, which is 9% less than in 2020. And soybean oil production and meat products are growing every year and in 2019 amounted to 51,771 tons (3% increase) and 35,458 tons (4% increase), respectively. In general, in 2021, production in almost all types has a positive increase.



#### Fig. 1.1. Dynamic of main pillars of Astarta-Kyiv LLC, 2017 -2021

Source : Made by author based on:appendix B and table.1.1.1

Positive trend (Fig. 1.1.) is that in 2021 the rate of inventory turnover increased compared to 2020 by 0.3, ie the company became more efficient in using its limited resources. The table shows that in 2021 for each hryvna of borrowed funds were sold goods worth 5 hryvnyas. The results show that the policy of receivables management is stable, as the indicators increase in three years. The maturity of receivables in 2021 was 29.5 days.

Analyzing the table, the company effectively manages accounts payable, because the period of debt repayment is possible on average 3 days. It is worth noting that the company is able to fully finance its debtors through creditors, which has a positive effect on liquidity and financial condition.

Table 1.2

Indicator	DA A EY HY			Year	Th	NUN	Absolute deviation			
TPHO-E	Calculation formula	2017	2018	2019	2020	2021		2018/ 2019		2020/2 021
	Cost of production / Average annual cost of stocks	3,5	3,6	4,0	4,7	5	0,1	0,4	0,7	0,3
	Revenue / Average annual amount of receivables	21,6	22,2	23,7	26,8	29,5	0,7	1,5	3,1	2,7
Accounts payable turnover	Cost / Average annual amount of accounts payable	18,5	17,6	20,4	21,3	22,1	-0,9	2,8	1,0	0,8

Indicators of business activity of Astarta-Kyiv LLC, 2017 -2021

Source : Made by author based on:appendix A,B and table.1.1.1

At the enterprise (Table 1.3), the absolute liquidity ratio is higher than the norm, which indicates that the company will be able to repay debts in a timely manner if the payment period comes soon. Values above the norm may also indicate problems in the company and indicate an ineffective strategy of financial resources management.

The coverage ratio corresponds to the normative value indicates a normal state of solvency, because current assets are enough to meet current liabilities. That is, at the end of 2021 the company has 3 hryvnia for every hryvnia of current liabilities. On the positive side, compared to 2020, the figure has increased.

The liquidity solvency ratio is less than one, which indicates a large number of current and long-term liabilities in the balance sheet of the enterprise. However, analyzing the dynamics of the indicator, it decreased in 2021, which is a negative phenomenon.

The critical liquidity ratio at the enterprise is above the normative value, ie the assets are highly liquid, and therefore, current assets are used efficiently, which leads to an increase in profitability.

Table 1.3

W 3	EVATIN			)n 31/12	2/ =   /		A	bsolute d	eviation	TE
Indicat or	Calculation formula	2017	2018	2019	2020	2021	2017/ 2018	2018/ 2019	2019/ 2020	2020/ 2021
Absolut e liquidity ratio	(Cash + current financial investments) / Current liabilities	0,29	0,2	0,16	0,13	0,66	-0,09	-0,04	-0,03	0,53
Coverag e ratio	Current assets / current liabilities	0,14	0,16	0,13	0,09	0,09	0,02	-0,03	-0,04	0
Liquidit y solvenc y ratio	(Current assets + prepaid expenses) / (long-term liabilities + current liabilities + deferred income)	0,12	0,04	15 0,04	0,5	0,55	UOSA -0,08		0,46	0,05
Critical liquidity ratio	(Current assets - inventories - work in progress) / current liabilities	00	0,04	0,03	0,02	0,01	0,04	-0,01	-0,01	-0,01

Liquidity and solvency ratios of Astarta-Kyiv LLC, 2017 -2021

Source : Made by author based on:appendix A,B and table.1.1.1

The indicator of financial viability in Table 1.4 has a stable value for 5 years, and is within the normative value. In 2021, 90% of the company's assets are financed by fixed capital and long-term liabilities. The indicator of financial autonomy was below the norm (> 0.5 for SG enterprises). We see that in 2020 the company is able to finance only 40% of assets from equity. The indicator of financial stability is less than the normative value (> 1 for SG enterprises) This indicates a high level of financial risks. The trend shows that the financial stability of the enterprise in 2020 decreased,

and in 2021 increased by 0.1. In 2021, for every hryvnia of the company's liabilities, there will be 0.8 hryvnias of equity. As in the case of the indicator of financial autonomy to increase the value of the indicator it is necessary to attract funds from owners or investors, reinvest profits in the work of the company, etc.

Table 1.4

11-1	Calculation	TEY	FE	On 31/1	2	TEY	50	Abs	olute deviatio	n BEP
Indicator	formula	2017	2018	2019	2020	2021	2017/ 2018	2018/ 2019	2019/2020	2020/2021
The indicator financial viability	(Equity + Long-term liabilities) / Amount of liabilities	0,12	0,04	0,04	0,5	0,55	-0,08	0	0,46	0,05
The indicator of financial autonomy	Equity / Amount of liabilities	0	0,04	0,03	0,02	0,01	0,04	-0,01	-0,01	-0,01
The indicator of financial stability	Equity / (Long-term liabilities + Short-term liabilities)	0,17	0,12	0,13	0,13	0,48	-0,05	0,01		0,35

Indicators of financial stability Astarta-Kyiv LLC, 2017 -2021

Source : Made by author based on:appendix A,B and table..1.1.1

Compared to 2017, the return on assets increased in 2021. (Table 1.5)

Table 1.5.

Profitability indicators Astarta-Kyiv LLC, 2017 -2021
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CINTE	TEVA	TE	1bH	Year	TEY	FD	CNI	Absolu	ite devia	tion
Indicator	Calculatio n formula	2017	2018	2019	2020	2021	2017/ 2018	2018/ 2019	2019/202 0	2020/202 1
Return on assets	Net income / Average annual value of assets	1,59	2,30	2,61	2,99	2,12	0,70	0,32	0,38	-0,87
Return on equity	Net income / Average annual amount of equity	3,73	5,66	6,20	6,82	7,64	1,93	0,54	0,62	0,82
Product profitabilit y ratio	Net profit (loss) / Net sales	1,31	0,18	TE, 10N	0,14	0,48	- 1,14	PiKA	BHY	0,33

income \* 100

Source : Made by author based on:appendix A,B and table.1.1.1

If in 2020 the company received 0.05 hryvnias of net profit for each invested hryvnia of assets, in 2021 - 0.07 hryvnias. Given the fact that the company's net profit has almost doubled, we can say about the good performance of the company during 2020-2021.

The return on equity of the company in 2021 increased by 0.04, compared to 2020. For each hryvnia of equity attracted, the company received 0.16 hryvnia net profit. The efficiency of the use of equity is low. The profitability of net profit increased every year except 2020. In 2021 it increased by 2.3. Each hryvnia of sales in 2019 brought the company 10.5 hryvnias of net profit.

#### 1.2. Features of foreign economic activity of Astarta-Kyiv LLC

Agroholding Astarta-Kyiv is one of the largest exporters of agricultural products in Ukraine. During 2020, the Company exported products with a total value of 236,575.2 thousand dollars. USA. Astarta annually increases the volume of exports of its products, which it supplies to more than 30 countries. During 2020, the share of exports amounted to 80% of all revenues of Astarta from the sale of agricultural products, 76% - in the structure of revenues from the sale of soybean products and 9% sugar production. In 2020, agricultural products in Ukraine remained the basis of foreign economic trade. The value of total exports of agricultural products and food from Ukraine amounted to 22.2 billion dollars. US or 45% of all Ukrainian exports in 2020. While Astarta exported 11 types of its products worth 236,575.2 thousand dollars. USA, the total export of the same products from Ukraine amounted to 11.6 billion dollars. USA. Thus, Astarta's contribution to their exports was 2.04%. And the share of Astarta in the total export of all products of the agro-industrial complex and food industry from Ukraine was 1.07% in 2020. In absolute terms, Astarte exported the most grain crops. However, in percentage terms, the Company's largest contribution in 2020 was to the export of sugar beet and soybean products. In terms of individual

products, the largest share of Astarta in total Ukrainian exports of granulated soybeans - 58.0%, granulated dried pulp - 30.6%, molasses (molasses) - 27.9%, soybean meal - 14.4% and soybean oil - 13.3% and beet sugar - 9.5%.

Table 1.1

Product category	The value of Astartaexports,thousanddollars USA			
Sugar beet processing products	12 814,8	15,5%		
Soybean products	63 296,4	14,1%		
Cereals	160 464	1,5%		
Total	236 575,2	2,04%		

Astarta's share in exports of certain categories of agricultural products from Ukraine in 2020

\*Source: compiled by the author according to the company.

Corn occupies the largest share in the structure of exports of Astarte products - 44.3%. In second place is wheat - 19.7% of total exports of Astarte, and in third place soybean meal - 13.7%. Every \$ 100 The United States accounted for 2020 US exports of all agricultural and food products from Ukraine. Every \$ 50 The United States accounted for 2020 exports of sugar beet (white sugar, molasses, pulp), soybeans (soybean oil, meal and husks) and cereals (wheat, barley, corn, soybeans and rapeseed) from Ukraine.

The share of exports in terms of segments in physical terms of the company is as follows: grain and oilseeds - about 90% (exports to the EU, Middle East and Asia), soybean products - about 50% (CIS, EU and Asia), sugar and related products - up to 10%, milk is sold only on the domestic market. In the future, Astarta can increase its export capacity through investments in the production of grain and oilseeds. At present, it is difficult to predict the possibility of investment in full during the war, but the company is making every effort to increase its capacity and it is bearing fruit. Astarta has many partners and like-minded people in business, even among the competitors there are those who are ready to help and together reach the top in the market of grain and oilseeds.



#### CHAPTER 2. ANALYSIS OF THE WORLD MARKET OF OIL CROPS EXPORT

## 2.1. Research on the market of oil crops exports in the world and especially in the EU

Oilseeds are an important part of the economy of many countries. The positive dynamics of their production has been observed over the last 50 years, and the increase in world production has increased almost 16 times - from 37 million tons to 597.41 million tons. In recent decades, the global food market has continued to grow in demand for the main products of the agro-industrial complex. Oilseeds are generally considered to be one of the important export groups of agricultural products and are strategically important products that ensure the economic and food security of the country. It should be noted that they are used as food for the population, animal feed and increasingly as raw materials for energy production. The market of oil and fat products is part of the food market, so it is subject to various factors in the world economy (globalization, increased competition between countries in international trade, the development of integration processes) and domestic. Development of oil production (increase in production of oil, margarine, other main and by-products of processing) and production of oil raw materials (increase of sown areas, increase of yield and oil content of seeds) are interdependent and interconnected categories, therefore volumes of grown raw materials are important for oil. The main traditional oilseeds are soybeans, rapeseed and sunflower. In addition, the world grows mustard, rye, castor, flax, corn, peanuts and more. Significant amounts of oil are also produced from oil palms.

Table 2.1

World balance of supply and demand of oilseeds, million tons									
D-EKU.	2015/2016	2016/2017	2017/2018	2018/2019	2019/2020*				
World pro	World production of oilseeds								
Sunflower	40,74	48,26	47,82	51,42	51,38				
Rapeseed	68,74	69,43	74,92	71,94	68,57				

Soy	316,57	350,53	341,62	358,77	338,97
Others	98,18	106,94	116,42	115,28	115,93
Total	524,23	575,16	580,78	597,41	574,85
World oil	imports	TOBEIL	TTEY	HIBEPU	TEY HID
Sunflower	1,87	2,17	2,15	2,21	2,20
Rapeseed	14,15	15,51	15,47	14,25	15,37
Soy	133,35	144,22	153,00	146,35	148,10
Others	4,15	4,28	3,91	3,97	4,15
Total	153,52	166,18	174,53	166,78	169,82
World oil	exports	ETAEP		EKO	TEY
Sunflower	2,01	2,46	2,44	2,62	2,57
Rapeseed	14,35	15,80	16,20	14,61	15,68
Soy	132,57	147,50	153,07	148,69	149,39
Others	4,42	4,83	4,59	4,74	4,74
Total	153,35	170,59	176,30	170,66	172,38
World oil	consump	tion			EY
Sunflower	40,74	47,29	47,97	51,12	51,48
Rapeseed	69,62	70,32	71,63	70,89	70,07
Soy	316,24	331,54	338,35	345,37	352,34
Others	99,6	105,4	114,4	114,3	116,8
Total	526,20	554,59	572,38	581,66	590,71
The world	l's final oi	l reserves	TEY A	TEIBEP	CVILLEY ATE
Sunflower	2,79	3,48	3,03	2,92	2,45
Rapeseed	6,17	4,99	7,56	8,25 p	6,44
Soy	79,91	95,62	98,81	109,87	95,21
Others	4,65	5,59	6,91	7,14	86,65
Total	93,52	109,68	116,31	128,18	190,75

Spurce - from online resource

Analysis of world production of oilseeds shows a steady increase in 2018/2019 MY against 2015/2016 MY for all major species: sunflower - 26.2%, rapeseed - 4.5%, soybean - 13.3%, others - 17, 4%. At the same time, soybeans have the largest share in

the structure of oilseeds production (60.1%), rapeseed and sunflower account for 12% and 8.6%, respectively, the share of other crops is about 19%.

At the same time, most experts note that the formation of the price on the world market of oilseeds depends on the following macroeconomic factors: supply and seed balances in the leading countries; the exchange rate of the US dollar to other world currencies; demand from key importers; stable high demand for soybeans; reorientation of importers to the South American market by reducing the flow of imports from the United States; low margins of rapeseed processing in the EU; rising prices for soybean and rapeseed meal; changes in oil prices. Prices are affected by the level of support for agricultural producers in each country. At present, there are changes in the distribution of agricultural support at the global level. For example, if in the mid-90s of the last century 40% of the world budget to support the agricultural sector fell on EU countries, today this 40% - the share of China. Priorities in the production of oilseeds depend on the climatic conditions of each country, as well as sustainable trends in cultivation and specialization. In particular, the main world producers of soybeans are the United States, Brazil and Argentina, whose shares in world production are 33.6%, 32.6% and 15.4%, respectively. These countries are also the main exporters of this culture. The largest importers of soybeans are China, the EU, Argentina, Mexico and Egypt, whose shares in world imports are 56.7%, 10.4%, 4.4%, 3.6% and 2.3%, respectively.

In the EU, the most common oilseed crop is rapeseed, which is significantly ahead of other crops in terms of sown area. The EU accounts for 27.8% of world production of rapeseed, with Canada, China and India accounting for 28.3%, 17.9% and 11.1% respectively. The main world exporters of this culture are Canada and Ukraine, whose share in world exports reaches 62.6% and 17.1%, respectively. In Canada, rapeseed covers 95% of all oilseeds. The world's largest importers of rapeseed are the EU (29.7%), China (24.4%) and Japan (17.2%). As for sunflower, its largest producers are Ukraine, Russia, EU countries, Argentina and Turkey, whose share in world exporters of this crop is 29.2%, 24.7%, 18.5%, 7.4% and 3.5%. The main world exporters of sunflower seeds are the EU, Russia and Ukraine (20%, 12.6% and 4%), importers - Turkey and the EU (27.1% and 24.9%). Significant areas and volumes of oilseeds

production in the world have increased due to a radical change in the quality of both seeds and products of its processing, which has led to a significant expansion of their use, especially in food and feed production and other industries.

#### Table 2.2.

ATEYAD	2015/2016	2016/2017	2017/2018	2018/2019	2019/2020*
World prod	uction of vege	etable oils		PIUT	EYHINN
Sunflower	5,39	18,16	18,44	19,73	19,86
Rapeseed	27,34	27,54	28,08	27,46	27,43
Soy	51,56	53,81	55,15	56,12	57,20
Palm tree	58,90	65,27	70,61	74,08	76,01
Others	33,16	23,64	26,33	26,3	27,0
Total	176,35	188,42	198,61	203,69	207,50
World impo	rts of vegetab	ole oils	CD.		FODE
Sunflower	7,02	8,88	8,53	9,32	9,49
Rapeseed	4,13	4,39	4,49	4,86	5,01
Soy O-E	11,70	10,93	9,81	11,04	11,74
Palm tree	42,84	45,93	46,45 SED	50,81	52,27
Others	5,34	5,24	5,7	5,94	6,2
Total	71,03	75,37	74,98	81,97	84,71
World expo	rts of vegetab	le oils	Y ATE,	EPCVIE	Y ATE,
Sunflower	8,11	10,42	9,73	10,65	10,72
Rapeseed	4,17	4,49	4,60	4,95	5,05
Soy	11,77	11,33	10,54	11,33	11,87
Palm tree	43,84	48,92	48,57	52,76	54,38
Others	HUHMM	NTEYH	HNN	TEY H	AIGHNIN
Total	73,68	81,38	79,68	86,11	88,61
World consu	umption of ve	getable oils	ENDHO	TTEY	EPCMIL
Sunflower	15,22	16,54	17,20	18,40	18,86
Rapeseed	28,18	28,91	29,01	28,10	27,99
Soy	52,19	53,41	54,71	55,52	57,17

Palm tree	59,68	61,56	66,50	72,55	74,56
Others	5,79	6,22	6,24	6,42	P6,59 pxP
Total	177,94	183,23	192,35	200,39	205,21
World's fina	al reserves o	of vegetable	oils	BEPU.	Y HISPIO
Sunflower	1,67	1,75	1,78	1,79	1,56 DTE
Rapeseed	5,64	4,17	3,13	2,40	1,80 - EK
Soy	3,75	3,76	3,47	3,77	3,68
Palm tree	8,28	8,99	10,99	010,57	9,91
Others	2,04	1,89	2,75	2,75	2,71
Total	21,38	20,56	22,12	21,28	19,66

#### Source - from online resource

Palm oil has the largest share in the structure of world production (36%), and soybean, rapeseed and sunflower oil - 28%, 13% and 10%, respectively. The competition, which is intensifying from year to year in the market of oil and fat products, forces manufacturers to use the latest technologies and effective methods of promoting their products on the market. Today, the world pays great attention to the introduction of high-oleic varieties of sunflower and rapeseed, as well as obtaining high-quality oil from them. In particular, since 2000, a new type of NuSun sunflower oil, which has the most balanced content of fatty acids, has been distributed on the world market and is in great demand. Thanks to a well-organized advertising campaign, which was created to promote a new type of oil among potential consumers, its consumption in the world has increased significantly.

The development of oilseeds and, accordingly, oil and oil and fat products, is a very promising area of agricultural production in the world and in Ukraine. Thus, in recent decades, the demand for oilseeds and products of their processing (meal and oil) is constantly growing. This interest is caused by a number of relevant factors, which gives perspective in the future, namely: priority and constant growth of consumption of oils and vegetable fats; favorable world market conditions; extensive use of vegetable oils not only in the food but also in the technical sphere - the production of environmentally friendly biofuels from renewable sources, which are oilseeds. As for

the share of certain types of vegetable oil in world exports and imports, the main share belongs to palm (61%), followed by soybean (13%) and sunflower oil (12%), a small part is rapeseed (6%).

It should be noted that most countries around the world use financial support from national producers of oilseeds. In particular, in the EU, even with the adoption of the new Agenda 2000 agricultural policy, subsidies per hectare of agricultural land amount to USD 200 (previously, subsidies for oilseeds in the EU were twice as high as for cereals). In addition, subsidies to EU farmers are provided not only for production but also for keeping agricultural land in good condition if it is not sown due to a reduction in the quota for the production of a crop. In order to protect the domestic market and stabilize the price situation within the country, most countries exporting oilseeds apply export duties. In particular, the amount of export duty on sunflower seeds in Ukraine is 10%, in Russia on sunflower, rapeseed and soybeans - 20%. According to EU requirements, the amount of export duty on sunflower on November 1, 2011 was 11% and is gradually reduced by 1% over 10 years to zero.

In general, the prices of oilseeds and products of their processing depend entirely on the world market. Relatively high world prices for oilseeds and oil are due to growing global demand for such products. As a result, world prices for rapeseed and rapeseed oil have risen almost to the level of sunflower and sunflower oil in recent years, and world soybean prices are at a six-year high.

Thus, analyzing the current situation on the world market of oilseeds, we can conclude that their consumption will increase, especially increasing the production of oil palm, rapeseed and processed products. Enormous interest in alternative energy sources has a huge impact on the development of the industry and the price situation, which makes the industry attractive and promising for investors. Improving economic development in the largest importing countries in Asia, Latin America and other regions contribute to increased domestic consumption of both vegetable oil and feed components (meal). A special place here belongs to China, whose share in world imports of soybeans, soybean, rapeseed and palm oil is 56.7%, 7.2%, 29.8% and

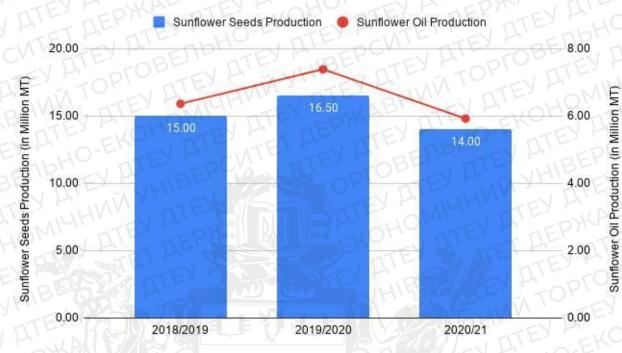
13.6%, respectively. This country is increasing its purchases of soybeans, as well as the main types of vegetable oil. Therefore, China's strategy and tactics as a powerful global consumer will to some extent determine the fluctuations in world oilseed prices in the coming years. What we can see today. It will be recalled that during 2018-2019, hostile relations developed between China and the United States: each of the countries introduced appropriate restrictive duties on imports of the relevant list of goods. Given the above situation, almost all markets were dependent on any changes in relations between the two countries. However, most operators are now hoping for an end to this trade war. According to media reports, in November 2019, US President Donald Trump and Chinese President Xi Jinping are to meet in Chile and sign a document relating to a "partial" trade agreement. China buys more agricultural products, and the United States does not raise tariffs on imports of some Chinese goods. Despite the fact that the United States has lost its leading position in the global vegetable oil market in general, due to the placement in the country of a key futures market for soybean oil (Chicago Stock Exchange) fluctuations in US prices serve as a guide for quotations in the world.

The greatest development of the agro-industrial complex has reached, in addition to the United States and Canada, in developed European countries, especially in the European Union. The EU's common agricultural policy has become a means of implementing such principles as co-financing of agricultural regulation, the organization of guaranteed sales in the internal market, and the use of common trade and policy instruments for exports.

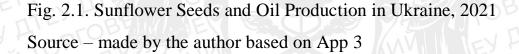
Oilseeds such as rapeseed, sunflower, soybean and flax are grown in the EU on more than 11 million hectares and are used for food, feed, fuel and industrial purposes. Oilseed processing provides vegetable oil and meal. Vegetable oil is used in the food industry and for the production of biodiesel, as well as for many other industrial purposes. The Renewable Energy Directive has made the use of biofuels mandatory by 2020, which has encouraged the wider use of vegetable oils in the EU. As a result, domestic oil production has increased significantly in recent years, although there are currently no special government support measures for oil production. However, the EU is a net importer of both oilseeds and processed products, meaning that the value of imported goods exceeds the value of those exported over the same period. Thus, according to the European Commission for Agricultural and Rural Development (DG Agriculture and Rural Development European Commission) of 25 February 2015, the EU-28 in 2014/15 MY imports 5.6 million tons of soybeans (mostly from Brazil and the United States), 9.6 million tons of soybean meal (mostly from Argentina and Brazil), 1.1 million tons of rapeseed (mostly from Ukraine and Australia) and 492 thousand tons of sunflower oil (almost all from Ukraine).

## 2.2. Assessment of the Ukrainian market and prospects for the export of oil crops to EU countries

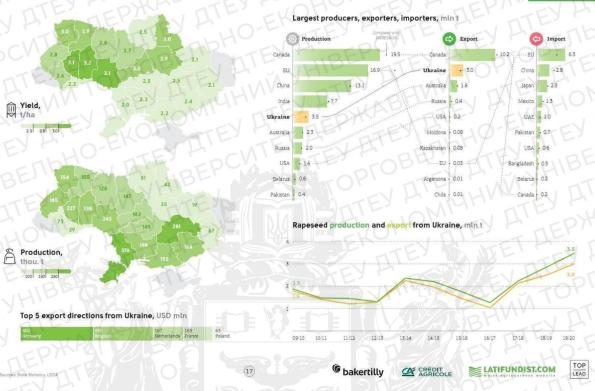
A study of the potential of agricultural enterprises in the production of oilseeds allowed us to conclude that they have opportunities to increase it. Thus, the productivity of oilseeds still has the potential to increase, namely the potential yield of modern sunflower hybrids reaches 35-40 kg / ha, in Ukraine the highest yield was recorded in 2016, namely 22.4 kg / ha; rapeseed varieties -45-55 c / ha, in Ukraine -27.9 c / ha in 2017, but soybean varieties reached almost their peak yield in 2016, namely 23 c / ha. Thus, the average level of yield of oilseeds in practical use is lower than its potential level, by about 45-50%. These findings suggest that, despite the fact that soybeans have reached their peak yields, soybean acreage will increase in Ukraine due to the fact that, first, it does not deplete the land, but increases its fertility , enriching with organic nitrogen; secondly, clears the field of weeds; third, it is resistant to plant diseases and pests; fourth, does not require frequent crop rotations; fifthly, its products are suppliers of protein and can be used in human nutrition, which makes it an indispensable component in the diets of livestock, poultry and fish; sixth, it is a highly profitable crop.



Sunflower Seeds and Oil Production in Ukraine



If we compare the cost of production of soybeans and rapeseed, they have approximately the same values, but the market for soybeans has a larger capacity, which forces agricultural producers to increase its production. Soybean prices show an upward price trend related to the increase in the cost of production resources, as seeds, plant protection products, fertilizers, fuel and other types of production costs over the past years have shown an upward trend, which increased the cost of production. the

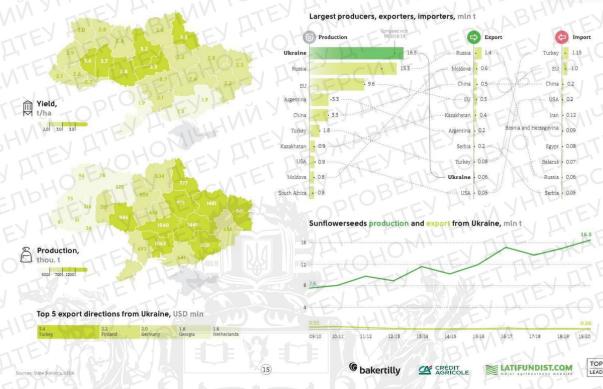


cost of soybeans. Rapeseed production in Ukraine varies from year to year.



Fig.2.2. Rapeseed production in Ukraine, 2021 Source – made by the author based on App 3

Thus, in 2013, 2,352 thousand tons were received, which was the largest in the study period and related to the level of profitability and cost of production, as well as the fact that rapeseed cultivation in Ukraine is currently focused on the EU market and exported in the first months after cleaning. The exception was 2015 due to the fact that the price of oil fell significantly, demand for rapeseed decreased, and at the same time prices, so some of the products remained in the country and were sent for processing, respectively, 2016 was characterized by declining acreage and gross collection. In the 2017/2018 marketing year, there is a steady increase in supply in the oilseeds market. This trend has been going on for at least seven years, as evidenced by the table.



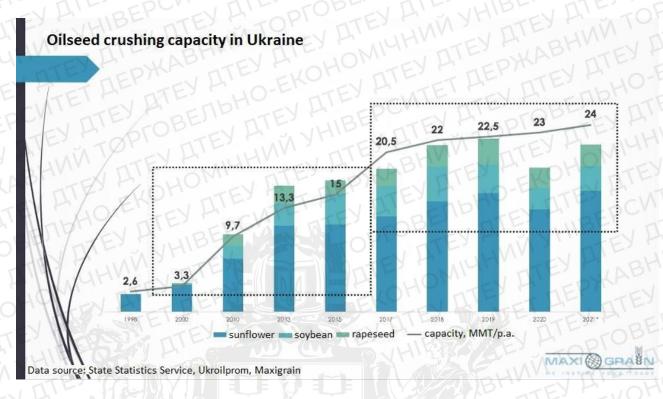
SUNFLOWERSEEDS PRODUCTION IN UKRAINE AND WORLDWIDE IN MY2019/20 CROP PRO

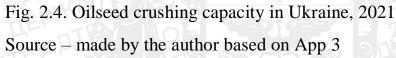
Fig.2.3. Sunflowerseeds production in Ukraine, 2021 Source – made by the author based on App 3

According to experts, the total gross harvest of the three main oilseeds (sunflower, rapeseed and soybeans) in 2018 will be 22 million tons, which is 1.5 million more than last year. This means that Ukraine will increase exports and production of vegetable oils, but currently prices for vegetable oils, including sunflower, are at their lowest level in a decade, at \$ 695-700 / t FOB. Given this, the export of oil products such as oil, meal, soybeans and rapeseed will account for about 40% of total agricultural and food exports of Ukraine. The growth of production and export of oilseeds and products of its processing has led to the fact that the oil and fat industry has become attractive for investment, so in the long run, given the export and its trends, the funds will go to processing capacity in Ukraine is increasing every year. Currently, twenty main plants are successfully operating in Ukraine, producing more than 80% of the total production of sunflower oil in the country.

Ukrainian sunflower oil is exported to more than 120 countries, and the main consumers in the world market of Ukrainian refined sunflower oil are the EU (19.4%), Malaysia (16.1%), Jordan (9.1%), and currently In the marketing year, exports of refined sunflower oil to the United States increased (2.4%). In addition to oil, it is important for Ukraine to export other products of oilseeds, including meal. The main importers of Ukrainian sunflower meal are the EU (58%), Belarus (12.0%), Turkey (5.9%), Morocco (4.9%).

A feature of the sunflower oil market is the significant difference in the period of planting and harvesting in different countries, which determined the specifics of the marketing period. Thus, in particular in Ukraine, Russia and Turkey the marketing year (hereinafter - MR) is set from September to August next year, in the EU - from October to September, in Argentina - from March to February, respectively. This discrepancy in production periods allows to maintain a certain stable level of supply in the sunflower oil market throughout the year (except for some unforeseen situations). Instead, the last few years have seen an increase in world sunflower yields and, consequently, an increase in sunflower oil production. This has led to a gradual decline in world prices for sunflower oil, which has been observed since 2016. At the same time, during 2018, the fall in sunflower oil prices accelerated and they reached the lowest level since early 2007. A significant reason for this trend was record harvests, especially in Ukraine. Ukraine has been and remains a leading country in the production and export of sunflower oil. Sunflower oil is one of the five products that occupy the largest share in the commodity structure of Ukrainian exports, and in general the share of oils / fats and oilseeds (in which the predominant place belongs to sunflower) in 2018 reached 15%. Accordingly, the decrease in prices was offset by an increase in volumes. According to the results of September-March 2018/2019 MY, the production of sunflower oil grew rapidly and even broke the record level of 2016/2017 MY by 1.5%. At the same time, there are quite a number of oil producers on the Ukrainian market. The presence of significant competition makes it possible to increase the quality of products. However, even with such significant volumes of production and exports, Ukraine is not able to fully influence the world price situation.





In the world production for production of vegetable oil seeds and fruits of more than 100 cultures are used. The share of sunflower oil among all vegetable oils ranks fourth (according to preliminary estimates in 2018/2019 MY, it is 9.5%). Thanks to the latest technologies, world production of sunflower oil has been steadily increasing in recent years (according to preliminary estimates, in 2018/2019 MY it will be almost 20 million tons), but it remains much lower compared to palm and soybean oils, which are often substitutes for sunflower oil.

#### CHAPTER 3. CONDITIONS OF EXPORT OF OIL CROPS TO THE EU COUNTRIES AND PROSPECTS OF ITS DEVELOPMENT

#### 3.1. Terms of export of oil crops to EU countries

Ukrainian vegetable oil and ready-made vegetable fats are sold in 155 foreign markets and exported by 760 companies. 93% of total oil exports come to four main regions: Europe, Southeast Asia, Asia and the Middle East. Another 4% of revenues come from oil exports to Africa. Thus, small amounts of Ukrainian oils are represented only in the Eurasian Economic Union (Russia, Kazakhstan, etc.), Australia and the United States. According to the State Customs Service of Ukraine, in 2020 Ukraine became the largest exporter of oil in the world. In the world market for the first place among suppliers to India, it competed with Russia, Argentina, Bulgaria and Turkey. Russia, Kazakhstan, Bulgaria and Argentina have competed in the Chinese market of our country. Among the EU countries in 2020, the Netherlands became the largest importer. Among the suppliers to this country, Ukraine's competitors were Hungary, Spain, Belgium and Portugal. In 2021, Ukraine and Russia controlled 77% of world oil exports, of which 48% of the total share of oil sent abroad belonged to Ukraine.

Before the war in Ukraine, most of the manufactured products were exported by sea. Due to active hostilities in the coastal areas, the work of Ukrainian ports in the Azov and Black Seas is currently suspended, respectively, farmers have no opportunity to sell products by sea.

Warranty period of storage of sunflower oil - 4 months. If the storage of oil is simple, then the product should be transported in accordance with certain requirements:

1. Oil shall be transported in specially designated low-drain rail tanks with stencils and inscriptions "Oil" in accordance with the current rules of cargo transportation.

2. In tank trucks with tightly closed hatches and in other covered vehicles in accordance with the rules of carriage of goods in force on the relevant mode of transport.

3. In the case of transport of the product by open vehicles, barrels, flasks and boxes with packaged sunflower oil must be protected from precipitation and sunlight.

4. Transportation of packaged oil in open boxes must be agreed with the customer.

5. Store sunflower oil in closed containers in accordance with the manufacturer's instructions and indoors before bottling.

6. Oil in containers made of domestic and imported colored or non-colored polymeric materials, glass and laminated bags are stored in closed darkened rooms at a temperature of plus 8  $^{\circ}$  C to plus 20  $^{\circ}$  C.

But in order to carry out its export activities, you need to know a number of rules, laws and conditions without which it is impossible. When exporting Ukrainian goods are released for free circulation outside the customs territory of Ukraine without obligations to re-import them. Re-export is used in the case of multilateral agreements under which a Ukrainian company resells foreign goods to counterparties from other countries at their request, or when purchased foreign goods are returned to the seller because they are married or do not meet the terms of the contract. The customs warehouse allows to keep under customs control foreign or Ukrainian goods without payment of customs payments and without the application of non-tariff measures. For example, after crossing the border, the goods are placed in the customs transit regime, but then sent not to the customs terminal for import, but to the customs warehouse for storage. This mode allows you to postpone the process of customs clearance of imports or exports, if you need to prepare additional documents or search for new counterparties. The free customs zone to some extent reproduces the order of trade, both with a foreign state, but within the borders of Ukraine. Under this regime, foreign goods are imported into the relevant zone and exported from this territory outside the customs territory of Ukraine with exemption from customs duties and without the application of non-tariff measures, and Ukrainian goods are imported into the free customs zone with customs duties and non-tariff measures. regulation. Such a regime, if implemented qualitatively, allows to stimulate the production of export-oriented

goods by foreign producers with the use of labor from Ukraine, and potentially attracting Ukrainian counterparties to its production.

The basic interest of the Ukrainian exporter is the production and sale of goods abroad. For this most relevant are the processes of international trade, which are related to:

• import of equipment, raw materials and components for production;

• export of finished products abroad;

• using the processing mode to sell goods to customers abroad.

Import customs clearance models:

Model 1:

(1) The goods cross the border, (2) are placed at the border in the customs regime of transit (internal transit), (3) arrives at the customs office of destination, (4) placed under the customs regime of import, (5) carried out payment of customs duties.

Model 2:

(1) The goods cross the border, (2) are placed under the customs transit procedure,(3) arrive and are placed to the customs warehouse for a period of up to three years, (4) is placed under the customs regime of import, (5) is carried out payment of customs duties.

Model 3:

(1) The goods cross the border, (2) are placed at the border in the customs regime of transit (internal transit), (3) during transit, the goods are placed under the customs regime of import without the need to arrive at customs terminal to customs authorities within the country.

For a Ukrainian exporter, a customs import regime is necessary because some components, production equipment and raw materials often have to be pre-imported. Only by using these goods are exports carried out, which create jobs, allow foreign exchange earnings and contribute to economic growth.

The most common conditions for export are:

• Free Carrier (road transport).

• FOB (maritime transport).

• Ex-works (but in this case you must additionally indicate at whose expense the shipment).

Additional documents for the export of goods are conditionally divided into commercial and transport and permits.

Stages for export

• Registration of activities

• Certification of products in sales countries (can be done by the contractor)

- Search for a contractor
- Contract terms

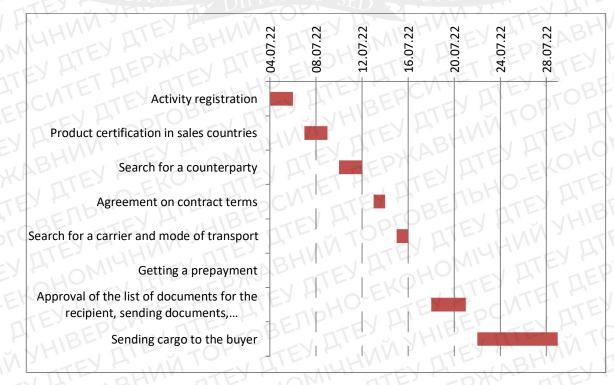


Fig. 3.1. Gantt chart for the stages of export at LLC Astarta-Kyiv

In addition to the above, you should check:

- confirmation of the declarant's authority
- contract (or other documents confirming the right to own or use the goods)
- transport and commercial documents
- if necessary confirmation:
- compliance with non-tariff regulation measures
- compliance with restrictions (anti-dumping or countervailing)
- the right to benefits, full, partial exemption from customs duties, etc.
- countries of origin
- payment or securing payment of customs duties
- changes in the terms of payment of customs duties

• sanitary-epidemiological, veterinary-sanitary, phytosanitary, ecological or radiological

control.

Foreign counterparties, in turn, may require:

• Certificates of origin.

• ST-1 for the CIS countries, issued by regional divisions of the Chamber of Commerce and Industry of Ukraine.

• EUR – 1 for EU and EFTA countries issued by customs authorities in accordance with the established procedure.

• Invoice declaration for Canada and the EU (in the case of supplies of goods worth less than 6,000 euros, or a company with the status of authorized exporter with the appropriate authorization code).

• Forms A, General Form and others, provided by international agreements of Ukraine, these certificates are also issued by regional divisions of the Chamber of Commerce and Industry of Ukraine.

• Quarantine, veterinary, sanitary certificates - in the agreed form, according to international agreements.

• Certificates of analysis, quality, test reports for other documents confirming compliance requirements for quality and safety of goods.

List of documents required for customs clearance of export

• Contract with translation into Ukrainian.

• Invoice / invoice.

• Specification / packing list stating the net and gross weight of the cargo.

• Transport document according to which the cargo will be exported to the territory of Ukraine.

• Commercial description of the product to determine the product nomenclature code.

• Documents confirming the quality and properties of the product, certificates of analysis, testing, etc.

If a subscription has been made, the currency supervision is completed and the right to a VAT credit is obtained accordingly. If the goods were exported in cash and the counterparty did not pay for the goods, there is a risk of sanctions for violations of foreign exchange laws. 365 days after the export of goods, a penalty of 3% of the amount unpaid for the goods is accrued until it reaches 100% of the total amount.

Ways to avoid sanctions are:

• Filing and accepting a lawsuit in court (Ukrainian or foreign), arbitration or extrajudicial recovery.

In this case, the accrual of interest is suspended. But in case of loss in court before the end of the currency control is charged a penalty for the entire period.

• Obtaining an opinion from the Ministry of Economy on extending the terms of foreign economic settlements operations. But such a conclusion is possible only during the implementation of contracts:

- production cooperation;
- consignments;
- complex construction;
- tender delivery;
- warranty service;
- complex technical products;
- supply of special purpose goods.

The subjects of foreign economic activity are not responsible for the actions of Ukraine as a state. Ukraine as a state is not responsible for the actions of foreign economic entities. A foreign economic agreement (contract) may be declared invalid in court if it does not meet the requirements of the laws of Ukraine or international treaties of Ukraine. Disputes arising between foreign economic entities, foreign economic entities in the process of such activities may be considered by the courts of Ukraine, as well as with the consent of the parties to the dispute International Commercial Arbitration Court and the Maritime Arbitration Commission of the Chamber of Commerce of Ukraine and other bodies dispute, if it does not contradict the current laws of Ukraine or provided by international treaties of Ukraine. The moment of execution of an export (import) contract is the moment when all the obligations under the contract are completed, including the execution of promissory notes (drafts) or credit agreements.

Most of the Ukrainian grain is exported every year - Ukraine has a unique country. Pricing, quality control and grain logistics in our country are focused on export needs. About 96% of Ukrainian grain goes to foreign markets through seaports, so any grain producer in the country calculates prices for its products based on the FOB basis. Consider the main supply bases according to Incoterms - CIF, FOB and CPT; their connection with each other is shown; let's talk about the formation of grain prices taking into account the supply base.

CIF - stands for "Cost, Insurance and Freight", and means "Cost, Insurance and Freight". It is the conditions of selling grain on CIF terms that are a kind of "starting point" for pricing in the market. Terms of sale on this basis are as follows: the seller delivers grain to the port of destination, for example, in Mersin, Turkey. To do this, the seller must clear the consignment, pay customs export duties and other charges in the country of departure, transport it to the port of departure, charter a ship, load grain on the ship, insure the risks of the transaction. The buyer will unload the vessel on the terms of the CIF sale at the port of destination, and he will do it at his own expense. In addition, the buyer will pay import duties and other charges in the recipient country. Both the producer and the trader who bought the grain batch at the elevator or at the port of shipment can sell grain under these conditions. How this basis affects pricing, consider an example. For example, the buyer of Ukrainian wheat is in Turkey, the port of Mersin. Grain processing companies are located mainly in Samsun. Due to its advantageous geographical location, Turkey has a large market inside and outside the country, and all buyers pay about the same price for wheat of the same quality with delivery on time. For the calculation we will take the price of \$ 300 / t, which does not include the cost of the wheat itself, delivery by ship and insurance. The buyer is willing to pay \$ 300 / t for the supply of wheat on a CIF basis. It does not matter the deadweight of the vessel that will deliver the cargo to the port of arrival. But for the Ukrainian seller the volume of supply and carrying capacity of the vessel is of great importance, as he will be paid \$ 300 / t for wheat immersed in 40,000 in Odessa, and for 25,000 loaded in Mykolayiv, and 10,000 from Berdyansk. For different producers, the cost of one ton of wheat, based on such conditions, will be different, and it depends on the cost

of freight. The cost of sea freight varies and depends on the carrying capacity of the vessel and the location of the port of departure.

CIP - "Carriage and Insurance Paid to", which translates as "Freight / transportation and insurance paid to" (destination). Under these conditions, the seller transfers the customs and insured export cargo to the carrier, who must deliver the grain to the buyer. That is, the goods will not be transported by sea, or its delivery will be mixed.

The term FOB means "Free On Board", translated as "Free On Board" (specified port of shipment). Sell under FOB means that the seller at the port has loaded the properly executed cargo on the ship. The buyer pays for the ship's freight, unloading at the port of arrival, import customs clearance of grain, import duty and delivery of cargo to the destination. If we subtract the cost of shipping and the cost of insurance from the base selling price on CIF terms, we will get the FOB price - the price of grain, cleared and immersed on the ship at the port of departure. This term is used only when sending grain consignments by sea or if the cargo is transported by inland water transport.

Consider the formation of the FOB price itself on the conditional example of delivery to the port of Turkey Mersin. The FOB price for Odessa ports will then be \$ 286 (300-14 = 286), for Mykolayiv - \$ 284 (300-16 = 184), for Berdyansk - \$ 277 (300-23 = 277). It should be borne in mind that FOB prices in different ports of Ukraine differ, as each port sets its own prices for transshipment and storage of grain. An elevator in deep water requires much more investment than the construction of a small elevator in Berdyansk or Mariupol. For example, transshipment in the port of South is - 13-14, and in Nikolaev - \$ 8- \$ 10.

At the moment, in the conditions of high volatility of sea freight, the sale of grain on the terms of CPT supply is gaining momentum. The term CPT means "Carriage Paid To" and translates as "Freight / Carriage Paid To" (destination). Under these conditions, the seller transfers the cargo export consignment of grain registered at customs to the carrier, who will deliver the goods to the destination. These conditions are similar to the CIP, but differ from the latter in that the buyer assumes all risks of loss or damage to the grain, as well as other costs after the transfer of the consignment to the carrier, not after arrival at the port of destination. It is possible to sell under the conditions of CPT both in the elevator, and in port. If the carrier takes grain from the elevator, it will be called "CPT elevator sale". Accordingly, a similar action in the port is called "selling under the CPT port". If we deduct the cost of grain transshipment at the port terminal from the FOB conditions, we will get the CPT port basis prices. The selling price on the CPT elevator will be variable.

Finally, we will briefly talk about another term, which is not very common, but still occurs in conversations about the conditions of sale of grain. This basis is called "Franco-elevator" or EXW. This abbreviation means "Ex Works" and translates as "Self-pickup". The rest of the manipulation of the export batch is carried out by the buyer.

#### 3.2. Prospects for the development of exports of the company

Thanks to the record harvest of grain and oilseeds, as well as the favorable situation on world markets, the Ukrainian agricultural sector last year broke into the leaders again. The GDP generated in the industry exceeded similar figures in the manufacturing industry and in all other sectors of the Ukrainian economy by almost \$ 700 million, second only to trade. From the point of view of the general prospects of the country's development, until recently this only emphasized the backwardness and decline of the manufacturing industry.

However, in the current Russian invasion, this has created a certain additional margin of safety for the economy. After all, the service sector in a number of regions was largely paralyzed due to shelling, curfews and the departure of a large part of the population. And industrial, and increasingly not just military, businesses are increasingly being targeted by Russia. Not to mention that 7 regions (Luhansk, Donetsk, Kharkiv, Zaporizhia, Kherson, Sumy and Chernihiv), where Russian troops continue to remain and the most active hostilities are taking place, accounted for 30%

of Ukraine's total industrial output last year. And more than 20% - in the Zaporozhye and controlled part of the Donetsk region. At the same time, Kherson, Zaporizhia, Kharkiv, Donetsk and Luhansk oblasts had a much smaller share last year - only 18.2% of total agricultural production, including 10% of sold cattle and poultry, 13% of milk produced in the country and 17% of eggs. At the same time, agricultural lands and more territorially dispersed (compared to industry) livestock, even in these regions, suffered less from hostilities. In particular, in the Kharkiv region, as stated on March 31 in the regional state administration, spring sowing in the region is expected to be 60-80% of the area planned for the war. Not to mention that the winter was sown in the fall on all planned areas and according to experts this year overwintered well. As a result, the decline in the agricultural sector is still much smaller than in the economy as a whole.

Despite some difficulties with the supply of fuel and lubricants, fertilizers or seeds, these challenges are estimated by farmers and officials to be quite successful. And the biggest problem this year will obviously be problems with sales, especially raw plant products. With Russian aggression on food products accounting for more than 40% of export earnings, and Ukrainian farmers still have \$8 billion in exports for warehouses, the problem seems serious for Ukraine's war-torn Ukrainian economy. From the first days of the Russian aggression, the main route of sale of the main export products of Ukrainian agriculture was blocked by the actions of the Russian Navy. At a meeting of the UN Security Council, First Deputy Secretary of State Wendy Sherman said that the Russians were blocking 94 civilian ships in the Black Sea region, designed to transport grain and other food. At least one of the vessels chartered for food exports was bombed. Not to mention the numerous anti-ship mines in the waters adjacent to Ukrainian ports. According to experts, the full-fledged export of food products through the seaports of Ukraine, even if the hostilities end immediately will not be restored. As a result, not only the sale of this year's potential harvest is in question, but also the tens of millions of tons left over from last year. After all, it may turn out that the grain, especially after the new harvest, will simply have nowhere to store for the coming winter.

The main global disadvantage of wartime trade is the lack of stable logistics chains that can provide the necessary exports. Due to the fact that grain traders need to work out everything from 0, in the most operational mode, it is not always possible to take into account all the nuances.

Mykhailo Tymoschuk, Director of UDG Trading, predicts a reduction in exports in 2022. However, according to him, grain traders are already working on new logistics directions in order to reach pre-war indicators in 2-3 years in the medium term, and over time even increase the economic and physical efficiency of logistics in global supply chains.

Grain traders note that due to the limited work of ports in regions with active hostilities, the threat of air strikes and occupation, new logistics routes are planned through the Ukrainian ports of Reni, Izmail and the river port of Kiliya. Access to the port of Reni is via Moldovan railways: with complicated logistics and limited capacity. In the last few days, the atmosphere in unrecognized Transnistria has begun to escalate. The question is whether Ukrainian farmers will risk supplying the port of Reni via Moldova.

In Ukraine, the main oilseeds are sunflower, soybean and rapeseed. Sunflower is the main oil crop in Ukraine. The seeds of its regionalized varieties and hybrids contain 50-52% oil, and breeding - up to 60%. Compared to other oilseeds, sunflower gives the highest oil yield per unit area. Sunflower oil accounts for 98% of total oil production in our country. Soybeans are a valuable protein and oil crop that have a wide range of uses in the feed industry, food industry, it is also used for technical purposes and in medicine. Rapeseed is an annual oil plant of the cabbage family. There are two forms: spring rape and winter rape, which is essential. In today's world, rapeseed is the second most important oilseed crop in the world, second only to soybeans.

Significant potential for increasing the production of oilseeds is concentrated in increasing their average yield. Thanks to the breeding of high-yielding hybrids, it was possible to increase yields and oil content.

Today, the development of the domestic oil industry is characterized by a certain instability of production in some years (rapeseed, soybeans), a small amount of mineral fertilizers, soil depletion and the gradual loss of their fertility. To stabilize the situation, it is necessary to implement measures to change the development strategy of the industry, focusing primarily on improving the competitiveness of products by intensifying its production.

Global consumption will also increase as the world's population grows and the food crisis worsens. Therefore, changes in the economy of Ukraine have increased the importance of agriculture, and hence the share of foreign exchange earnings from exports of agricultural products and processing and led to opportunities for further growth in the share of exports.

The largest buyer of Ukrainian oil is India, which imports 33.1% of Ukrainian sunflower oil and is the undisputed leader. Also for Ukraine, the EU is the second largest importer of sunflower oil, accounting for about 30% of total exports. Over the last five seasons, the EU's demand for sunflower oil has grown from 1.4 million tonnes in 2015 to 2 million tonnes in 2019, with more than 90% supplied by Ukraine. China is also in the top three with 17% of sunflower oil exports.

Ukraine is a leader in the production and export of sunflower oil. Sunflower oil is one of the five products that account for the largest share in the commodity structure of Ukrainian exports, and in general the share of oils and oilseeds in 2019 reached 15%.

Thus, increasing the economic efficiency and competitiveness of sunflower, rapeseed and soybean production requires the introduction of modern intensive and innovative technologies using high-quality seed material, sound crop rotations, fertilizers, agricultural machinery.

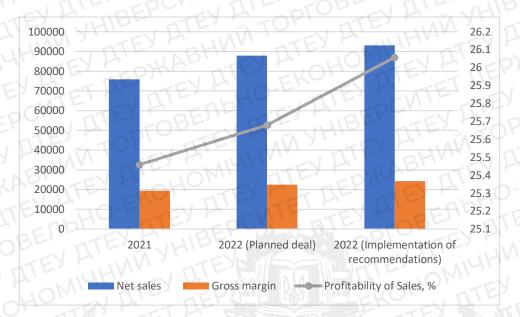
Climate change has led to the search for new approaches to growing crops. The search for new methods of mechanization and automation of technological processes leads to the choice of new approaches to resource-saving technologies, namely: providing seeds resistant to long-term lack of soil moisture, the use of moisture-retaining technologies (technologies to protect soil from overheating - no-till system).

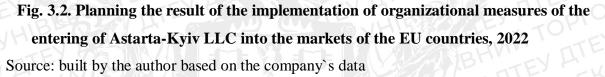
The transition to the latest, scientifically proven oilseed cultivation systems will enable Ukraine to continue to maintain high export potential and increase foreign exchange earnings from the export of oilseeds and products of their processing.

Thus, with a constant average value of the area under cereals of 14.9 million hectares over the years of research, the gross harvest tended to grow steadily, and accordingly there were prospects for increasing the share of grain exports. This became possible due to the change in cultivation technology and, as a result, the increase in grain yield to 47.4 c / ha in 2018, which is 2.4 times higher than in 2000 (19.4 c / ha).

Thus, the share of exports in gross collection also tended to increase. In 2000, the share of exports was 5.3%, and in 2018 - 70.6%. Leaving for the needs of the country from 20.5 to 22.5 million tons of grain, Ukrainian farmers export an average of 38.9% of the crop. The study shows that Ukraine has the prerequisites to increase grain exports, which is facilitated by external factors such as WTO accession, integration processes, market orientation in the EU. Currently, Ukrainian grain is bought by Egypt, Western Asia, China, the EU and South Asia, and interest in Ukrainian grain imports from Western Asia and China tends to increase.

At the same time, it is substantiated that considerable attention should be paid to organizational and technological factors of the internal environment of agricultural producers. Due to changes in climatic conditions there is a gradual change in the technology of growing cereals. The change in cultivation technology involves the transition to new agricultural units that will provide moisture-saving agriculture. Without state support for agricultural production, it is impossible for farms to make a qualitative and quantitative transition to higher yields. That is, direct support of farms by the state for the transition to the latest systems of cultivation technology is the key to increasing Ukraine's grain yield and, consequently, its export potential.





Further research on Ukraine's export potential should focus on identifying the dependence of gross harvest and yield of industrial crops, as well as studying the prospects for increasing the share of exports of industrial crops and products in Ukraine, making recommendations on increasing the share of their exports and prospects for high-yield cultivation.

It should be noted that Ukrainian farmers are considering the option of exporting sunflower through the Romanian port of Constanta. In order to further send raw materials to Turkey. However, this decision is also not very profitable, because the main problem with Ukrainian logistics remains. According to the USDA, Turkey has significant oilseed processing capacity, but some of it is currently underutilized. The oil production capacity is about 8 million tons per year, of which about 5 million tons are used. The refining capacity of vegetable oils is about 4 million tons, of which about 3 million tons are used.

In early March, Turkey had a high residue of sunflower oil - 400-420 thousand tons. According to experts, the amount of oil in the country exceeds last year's residue

by almost 1.5 times. Oil exports from Turkey in October-January 2021/22 exceeded last season by 10%. In total, the country exported 185 thousand tons.

Due to logistical problems and restrictions on the sale of oil to the EU by Ukraine, Turkey is expecting large consignments of olive oil and sunflower for further processing and marketing. It is important to take into account that the production capacity of sunflower oil in Turkey is several times lower than in Ukraine. Farmers in Ukraine need to export twice as many sunflower seeds to Turkey as oil to get the same amount of finished product as previously planned before the Russian invasion.

Among the largest producers and suppliers of vegetable oil in Turkey are: Trakya Yem ve Yag San. Tick. A.S., Aymar Yag ve Gida San. Tick. A.S., Zer Yag A.S., Dicpet Petrol Ltd. Sti., Olivos Gida Yag Tarim AS, Peymak Gida San. Tick. Ltd. Sti., Baran Tekstil Tic. Ltd. Sti.

#### CONCLUSIONS

The experience of exporting oilseeds and products of their processing to countries with developed economies is subject to more detailed further ongoing study. Study of this experience will apply the concepts and methods of industry development so that Ukraine can occupy a worthy place as an exporter on the world market. The application of positive world experience will allow Ukraine to develop and constantly be at the forefront of the world market. It is very important to study and comply with international norms and rules of trade, to involve non-governmental organizations and to support scientific institutions. In addition, special attention should be paid to supporting the processing industry to increase the share of finished products in the structure of exports. Deep degree of processing, transition from export of raw materials to export of finished products with a large share of added value. The work on synchronization of certification, standardization, quality control in Ukraine with international organizations is extremely important. On the one hand, this will allow domestic producers to be more informed about the requirements for product quality by foreign consumers and, thus, seek to bring the quality of their products closer to world standards. On the other hand, the participation of domestic producers and processors of agricultural products in international organizations for voluntary product certification is a way to increase foreign consumer confidence in Ukrainian products and, thus, increase the competitiveness of domestic goods in the global consumer market.

Oilseeds play a strategically important role in the development of exports of domestic agricultural products. Thus, in January-August 2019, Ukraine exported about 595 thousand tons of soybeans worth \$ 592.4 million, 621.4 thousand tons of rapeseed or rapeseed worth \$ 586.5 million, 27.8 thousand tons of sunflower seeds worth \$ 68.1 million and 18.1 thousand tons of seeds of other oilseeds worth \$ 17.4 million. The average export price of 1 ton of soybeans was \$ 326.77, rapeseed - \$ 403.72, sunflower seeds - \$ 407.47, seeds of fruits of other oilseeds - \$ 1037.78. However, today the real export potential of increasing foreign exchange earnings is in the plane of reorientation

of the oil industry from raw materials to products with different degrees of processing and added value. In general, on average, 1 ton of exports of soybean oil costs \$ 632.17, sunflower oil - \$ 684.77, rapeseed oil - \$ 779.36. Today, the development of the domestic oil industry is characterized by a certain instability of production in some years (rapeseed, soybeans), a small amount of mineral fertilizers, soil depletion and the gradual loss of their fertility. It is becoming obvious that in order to remedy the situation it is necessary to implement measures to change the existing strategy of the industry, focusing on improving, first of all, the competitiveness of products by intensifying its production.

Thus, increasing the economic efficiency and competitiveness of sunflower, rapeseed and soybean production requires the introduction of modern intensive and innovative technologies using high-quality seed material, sound crop rotations, fertilizers, agricultural machinery.

In the long run, there will be significant changes in the market of both oilseeds in general and sunflower oil in particular. World trade growth is expected to be around 18-20% over the next ten years, up from 40% in the previous ten years. In addition, trade protectionism remains a negative factor. Thus, only in the last year the number of protectionist solutions has increased significantly and is almost twice the level of 2010. Moreover, in the sunflower oil protectionist measures increase pressure to reduce prices due to falling prices for related oils, especially soy Soybean production is the United States, and the largest importer of this product from the United States until recently was China, which introduced countermeasures affected soybeans). However, given the peculiarities of sunflower oil and the uniqueness of its qualities, Ukraine, despite certain obstacles, will continue to be a significant player in the world market for this product. For this purpose, there are, first of all, appropriate climatic and resource conditions, as well as traditions of production of this product.

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# APPENDIX

#### APPENDIX A

### COMPANY FINANCIAL STATEMENTS

#### **COMPANY BALANCE SHEET AS AT 31 DECEMBER 2021**

(before appropriation of the result)

HNN YHIB

Assets		BHVI
Fixed assets		
Intangible assets	183	FEY H
Financial fixed assets		
	14 398 633	0B 11 520 750
Accounts receivable from subsidiary	14 330 033	4 006
	14 398 816	11 524 756
Current assets	14 030 010	11 524 7 50
Receivables		
	27 609	158 195
	5 884	25 901
	7 409	10 307
CIENTIA DIFFICILIS SE	35 902	194 403
Total assets	14 434 718	11 719 159
Equity and liabilities	11101110	11110 100
Equity		
Called-up share capital	1 663	1 663
Share premium	369 798	369 798
Revaluation reserve	2 637 057	2 641 315
Other reserve	458 824	520 161
Retained earnings	7 845 229	7 919 320
Unappropriated profits	3 121 881	266 398
Total equity	14 434 452	11 718 655
Current liabilities	EPTEVE	FKL
Other liabilities	266	504
TEY THHO TEY TOCH IT	266	504
Total equity and liabilities	14 434 718	11 719 159

#### SELECTED FINANC Ά

#### **SUMMARY P&L**

Revenues*, including	415 630	491 355
Agriculture	175 137	185 049
Sugar production	126 973	170 197
Soybean processing	75 157	89 814
Cattle farming	33 167	38 474
Cost of sales, including	(348 182)	(415 958
Effect of FV remeasurement of AP**	(43 314)	(87 747
Changes in FV of BA and AP**	54 084	143 835
Gross profit	121 532	219 233
Gross profit margin	29%	459
EBITY PULLING	56 278	150 07:
Depreciation & Amortisation, including:	55 510	51 380
Charge of right-of-use assets	18 729	18 248
EBITDA***, including	113 421	201 45
Agriculture	80 190	153 96
Sugar production	21 522	35 67
Soybean processing	7 446	5 08
Cattle farming	8 748	8 804
EBITDA margin	27%	419
Interest expense on lease liability	(22 162)	(20 814
Finance costs and income SCIENTIA STFICILIS	SFD FRUCTUO (10 421)	(3 922
Forex gain/(loss)	(17 134)	1 003
Net profit/(loss)	8 611	122 49:
Net profit/(loss) margin	2%	25%

\* Including grains and oilseeds trading operations in the amount of EUR47m in 2021 and EUR36m in 2020 \*\* FV – Fair Value, BA – Biological Assets, AP – Agricultural Produce

\*\*\* EBITDA is calculated as the sum of the profit from operations plus amortization and depreciation

Gross Margin, ex BA & AP remeasurement27%33EBITDA, ex BA & AP remeasurement102 651145 37	TOP ATE CLIMM	TE PHUM TT	Exc
EBITDA, ex BA & AP remeasurement 102 651 145 37	Gross Profit, ex BA & AP remeasurement	110 762	163 14
		AKE' ALL' E	
EBITDA margin, ex BA & AP remeasurement 25% 30%			716
АПСОВЕЛЬИ ДТЕУ ДТИВЕРССТВУ ДТОРГОВСУ ДТЕУ ДТИВИТИ ОРГОВЕЛЬИ ДТЕУ ДТЕУ ДТЕУ ДТОРГОВСУ ДТЕУ ДТИВИТИ ГЕУ ДТЕУ ДТЕУ ДТЕУ ДТЕУ ДТЕУ ДТЕУ ДТЕУ ДТ	EBITDA margin, ex BA & AP remeasurement	25%	309
	HIP FIDE VIEW BEPON	TOBE NATE	HP

#### APPENDIX C

#### SUMMARY BALANCE SHEET

EURK TET AL TTE HOLL	TTEY FILE YE20	YE21
Right-of-use asset (mainly land)	94 178	117 058
Biological assets	23 917	27 703
PP&E and other	199 053	200 531
Non-current assets	317 148	345 292
Inventories, including RMI*	107 482	227 040
Biological assets	21 452	41 438
AR and other	42 826	65 024
Cash and equivalents	22 448	11 763
Current assets	194 208	345 265
Total assets	511 356	690 557
Equity	337 326	495 142
Long-term loans	35 078	20 855
Lease liability (mainly land)	72 600	92 182
Other Other	5935	4 668
Non-current liabilities	113 613	117 705
Short term debt and similar	18 008	17 630
Current lease liability (mainly land)	25 864	33 080
Other B S C C C C C C C C C C C C C C C C C C	16 545	27 000
Current liabilities	60 417	77 710
Total equity and liabilities	511 356	690 557
EBITDA LTM	113 421	201 459
RMI*	74 074	170 670
Net debt total**	129 102	151 984
ND total/EBITDA (x)		0.8
Adjusted net debt = (ND-RMI)	55 028	(18 686)
Adj ND/EBITDA (x)	0.5	(0.1)
Solvency ratio	0.7	0.7

As of the YE21 Lease liabilities grew from EUR98m to EUR125m due to increase in maturity period of lease agreements and land rental rates. Net debt/EBITDA improved from 1.1x to 0.8x. Net debt excluding lease liabilities decreased from EUR31m to EUR27m.

#### SUMMARY CASH FLOWS

EURk 2020	2021
Pre-tax income 9 209	128 773
Depreciation & Amortisation 55 510	51 386
Financial interest expenses, net 10 433	4 274
Interest on lease liability 22 162	20 814
Changes in FV of BA and AP* (54 084)	(143 835)
Disposal of revaluation in AP in the COS 43 314	87 747
Forex gain/loss 17 134	(1 003)
Income taxes paid (2 346)	(5 937)
Working Capital changes 51 222	(85 235)
Other 3684	305
Operating cash flows 156 238	57 289
Investing cash flows (13 634)	(4 017)
Debt proceeds 81720	82 016
Debt repayment (169 430)	(100 151)
Dividends paid -	(12 155)
Purchase of treasury shares	(576)
Finance interest paid (8 292)	(3 160)
Land lease repayment (30 949)	(30 827)
Financing cash flows (126 951)	(64 853)

#### APPENDIX D

#### CONTRACT No. SBO02/08/21

Globyno, Ukraine

August 02, 2021

Limited Liability Company "Globinsky processing plant", a legal entity registered in accordance with the legislation of Ukraine, hereinafter referred to as "the Seller", represented by Viacheslav Kolosvetov, acting on the basis of the Power of Attorney  $N_{\rm P}$  12/15/2020 dated 15.12.2020, from the one side and

Agrolok Sp. z o.o. (a legal entity registered in accordance with the laws of Poland), hereinafter referred to as "the Buyer", represented by Stanisław Podraza, acting on the basis of the Articles of Association, have concluded this Contract № SBO02/08/21 dated 02.08.2021 as follows:

#### 1. Subject of the Contract

1.1. The Seller shall sell and the Buyer shall accept and pay for **crude degummed soybean oil** in bulk, country of origin Ukraine (hereinafter referred to as "the Commodity"), according to the terms of the present Contract. The Commodity is for human consumption after further procession.

1.2. Quantity, price and total value of the consignment of the Commodity as well as the delivery terms shall be specified in the Applications to the given Contract. After signing by authorized representatives of the Parties and stamping, the Applications shall be an integral part of the Contract.

#### 2. THE PRICE AND TOTAL VALUE OF THE CONTRACT

2.1. Contract's currency – USD. Currency of payments hereto shall be USD.

2.2. The price and total value of the consignment of the Commodity shall be specified in the Applications to the given Contract for each separate consignment of Commodity.

2.3. Total value of the Commodity shall be considered as the sum of values, of all consignments of Commodity delivered by the Seller and accepted by the Buyer during the term of the present Contract.

г. Глобино, Украина 2021г.

TEV A

«02» августа

Общество с ограниченной ответственностью «Глобинский перерабатывающий завод», юридическое лицо, зарегистрированное в соответствии с законодательством Украины, в дальнейшем именуемое – «Продавец», в лице Вячеслава Колосветова, действующего на основании Доверенности №12/15/2020 от 15.12.2020г., с одной стороны и

КОНТРАКТ №. SBO02/08/21

Limited Liability Company "Arachne" (юридическое лицо, зарегистрированное в соответствии с законодательством Польши), именуемое в дальнейшем «Покупатель», в лице Bartosz Kosiorek, действующего на основании Устава, заключили настоящий Контракт № SBO02/08/21 от 02.08.2021г. о следующем:

#### 1. Предмет Контракта

1.1. Продавец продает, а Покупатель принимает и оплачивает сырое гидратированное соевое масло наливом, страна происхождения – Украина (далее – Товар), на условиях настоящего Контракта. Товар предназначен для употребления людьми после дальнейшей обработки.

1.2. Количество, цена и общая стоимость партии Товара, а также сроки поставки указываются в Приложениях к данному Контракту. После подписания уполномоченными представителями Сторон и скрепления печатями, Приложения являются неотъемлемой частью Контракта.

#### 2. ЦЕНА ТОВАРА И ОБЩАЯ СТОИМОСТЬ КОНТРАКТА

2.1. Валюта Контракта – Доллары США. Валюта платежей по Контракту – Доллары США.

2.2. Цена и общая стоимость партии Товара указывается в Приложениях к данному Контракту для каждой отдельной партии Товара.

2.3. Общая стоимость Товара определяется как суммарная стоимость всех партий Товара, поставленных Продавцом и

#### 3. QUANTITY AND QUALITY OF THE COMMODITY:

3.1. Quantity of the Commodity shall be specified in the Applications to the given Contract.

3.2. Total quantity of the Commodity hereunder shall be defined as the sum of factual deliveries of the Commodity executed by the Seller during the term of the given Contract.

3.3. Final quantity of the Commodity shall be defined as per the weight specified in the relevant railway bill when the Commodity are loaded into the rail cisterns at the place of Commodity dispatch.

3.4. The Commodity correspond to the following **quality** specifications:

- phosphorus content max 200 ppm
- FFA max 1,25 %
- Moisture and Volatile Matter: Max 0.20%
- Impurities (insoluble in petrol ether): Max 0.10%
- Colour (Lovibond cell 1 inch): not darker than 50 yellow plus 5 red
- Unsaponifiable Matter: Max 1.50%

All the other physical-chemical characteristics should meet the requirements DSTU 4534:2006 for degummed soybean oil.

3.4.1. The plant-producer of the Commodity under this Contract is LLC "Globinskiy processing plant", 39000, Ukraine, Poltava region, city of Globyno, 203 Volodymyrivska Str. The Commodity delivered shall have the GMP+ status as specified in the GMP+ FSA module.

3.5. Final quality of the Commodity shall be defined as per quality certificated issued by the plant-producer if the Buyer has not made claims for the quality of the Commodity in accordance with this clause 3.7. of the Contract.

3.6. The Seller shall advise the Buyer about the planned date of loading, but not later than 3 working days.

3.7. If the Buyer detects discrepancy between actual quality of the delivered Commodity and figures indicated in the Quality certificate, the Buyer has the right to make claims to the Seller regarding the quality of the Commodity, and the Buyer undertakes to inform the Seller regarding such discrepancy within the term stipulated in cl. 3.7.1 given of the Contract e-mail by oleksandra.samoshyna@astarta.ua.. In this case the Seller, within the 24 hours from the moment of receiving of this notification, must inform the Buyer about the arrival of his representative to the Destination place for the joint sampling and joint analysis of Commodity quality or any other actions, agreed by the Parties, at the expense of the Buyer.

The claim on quality of the Commodity will be reasonable only with the provided act of first-class surveyor company on quality issues agreed by the Parties, at the expense of the Buyer. принятых Покупателем на протяжении срока действия данного Контракта.

#### 3. КОЛИЧЕСТВО И КАЧЕСТВО ТОВАРА:

3.1. Количество Товара указывается в Приложениях к данному Контракту.

3.2. Общее количество Товара по данному Контракту определяется суммой фактических поставок Товара, осуществленных Продавцом на протяжении срока действия данного Контракта.

3.3. Окончательное количество партии Товара определяется согласно весу, указанному в соответствующей железнодорожной накладной при погрузке Товара в железнодорожные цистерны в пункте отправки Товара.

3.4. Товар должен иметь следующие показатели качества:

- Содержание фосфора, макс 200 ррт
- Свободные жирные кислоты, макс 1,25%
- Влага и летучие вещества, макс 0,20%

 Примеси (нерастворимые в бензиновом эфире), макс 0,10%

• Цветное число (по шкале Ловибонд): не темнее чем 50 желтый плюс 5 красный

Неомыляемое вещество, макс 1,50%

Все остальные физико-химические показатели должны соответствовать нормам ДСТУ 4534:2006 для гидратированного соевого масла.

3.4.1. Заводом-производителем Товара по настоящему Контракту является ООО «Глобинский перерабатывающий завод», 39000, Украина, Полтавская обл., г. Глобино, ул. Владимировская, 203. Поставленный товар должен иметь статус GMP+ в соответствии с требованиями модуля GMP+ FSA.

3.5. Окончательное качество Товара определятся согласно удостоверениям качества, выданным заводом-производителем, если Покупателем не заявлены претензии по качеству Товара согласно п.3.7. Контракта.

3.6. Продавец обязан уведомить Покупателя, не позднее чем за 3 рабочих дня о запланированной дате погрузки Товара.

3.7. В случае если Покупателем будет обнаружено несоответствие между качеством поставленного Товара и данными, указанными в удостоверении качества, Покупатель имеет право заявить Продавцу претензии относительно качества Товара, о чём Покупатель обязуется в течение указанного в п. 3.7.1 Контракта срока сообщить Продавцу посредством письма электронной почтой на адрес oleksandra.samoshyna@astarta.ua. В данном случае Продавец в течение 24 часов с момента получения данного уведомления, обязан сообщить Покупателю о прибытии своего представителя на Место поставки для совместного отбора проб и проведения совместных повторных анализов по качеству Товара, или выполнения иных действий, согласованных Сторонами.

Основанием для заявления претензии по качеству Товара будет являться официальное заключение по качеству первоклассной сюрвейерской компании, согласованной Сторонами, за счёт Покупателя. 3.7.1. In case of failure to claim the Seller within 2 calendar days from the date of arrival of the Commodity at the Destination Place (mentioned in the cl.4.1.), according to the mark of the border/crossing station on the railway bill, the Commodity shall be deemed accepted by the Buyer without claims.

3.8. During performance of additional tests (analysis) and waiting for their results, Vehicles with the Commodity stay at the Destination Place (mentioned in cl. 4.1. of the Contract) at the responsibility of the Buyer.

In case of non-confirmation of Buyer's claim about low quality of delivered Commodity, demurrage of rail cisterns and all other connected expenses are for the Buyer account, otherwise – at the Seller 's cost.

#### 4. DELIVERY TERMS AND PROCEDURE:

4.1. Delivery should be by railway transport on the terms **DAP Ukraine/Poland border, border/crossing station "Izov" code 352609** /**"Hrubeshev" code 066118** (hereinafter – "Destination Place"), as per INCOTERMS 2010, if other is not mentioned in Applications to the Contract.

The Parties agreed that in case of contradictions between this Conract terms and Incoterms 2010, the Contract terms shall prevail.

4.2. Shipping of the Commodity (delivery period) - according to relevant Application to the Contract. Date of delivery - according to the stamp of "Globino" station (code 427609) on each relevant RailWay (hereinafter – "RW") bill.

Delivery of the Commodity in partial (separate) consignments is allowed within the delivery period specified in the relevant Application.

4.3. The Commodity ownership title passes from the Seller to the Buyer since the date of the relevant custom's declaration (CD).

4.4. Delivery of the Commodity is performed by the Seller when the following conditions are met:

- Coordination by the Parties quantity, the delivery terms and the price of the Commodity by signing relevant Application to the current Contract per lot of Commodity to be supplied;

- Payment for the lot of Commodity by the Buyer in accordance with clause 5.1. of this Contract, as well as full payment for the Commodity delivered earlier;

- Timely, no later than 5 (five) working days before the planned delivery term start date, providing the order for shipment of the Commodity with the instructions for the issuing of all shipping documents.

4.5. The Seller or his representative has the right to be present at the time and place of the Commodity receipt at the Destination Place.

3.7.1. В случае непредоставления Продавцу претензии в течение 2 календарных дней с даты поступления Товара в Место поставки (указанное в п.4.1.) согласно отметки станции погранперехода на железнодорожной накладной, Товар считается принятым Покупателем без претензий.

3.8. За время проведения дополнительной проверки качества Товара (анализов) и ожидания их результатов, транспортные средства с Товаром находятся в Месте поставки (указанном в п. 4.1. Контракта) **ПОД** ответственностью Покупателя.

В случае не подтверждения претензии Покупателя касательно поставки некачественного Товара, простой ж/д цистерн, а также другие расходы, связанные с Товаром – за счет Покупателя, в противном случае за счет Продавца.

#### 4. УСЛОВИЯ ПОСТАВКИ:

4.1. Поставка осуществляется железнодорожным транспортом на условиях **DAP граница Украина/Польша, станция погранперехода "Изов" код 352609 / "Хрубешев" код 066118** (далее – «Место Поставки»), в соответствии с ИНКОТЕРМС 2010, если иное не указано в Приложениях к данному Контракту.

Стороны пришли к соглашению о том, что в случае разногласий условий данного Контракта с правилами Инкотермс 2010, условия данного Контракта являются приоритетными.

4.2. Отгрузка Товара (срок поставки) – согласно соответствующего Приложения к Контракту. Дата поставки партии Товара - дата питемпеля станции "Глобино" (код 427609) на каждой соответствующей железнодорожной (далее – «жд») накладной.

Допускается поставка Товара частичными (отдельными) партиями в пределах сроков поставки, определенных соответствующим Приложением.

4.3. Право собственности на Товар переходит от Продавца к Покупателю с даты оформления соответствующей таможенной декларации (ТД).

4.4. Поставка Товара производится Продавцом при наличии выполнения следующих условий:

 согласования Сторонами количества, срока поставки и цены партии Товара, путем подписания обеими Сторонами Приложения к данному Контракту на партию Товара, подлежащую поставке;

 оплаты Покупателем партии Товара в соответствии с пунктом 5.1.
 настоящего Контракта, а также полной оплаты за ранее поставленный Товар;

 своевременного, не позднее 5 (пяти) рабочих дней до запланированной даты начала срока поставки, предоставления Покупателем заявки на отгрузку Товара с инструкциями по оформлению всех отгрузочных документов.

4.5. Продавец или его представитель имеют право присутствовать на приемке Товара в Месте поставки.

4.6. Продавец уполномочивает своего грузоотправителя предоставить Покупателю номер заявки, зарегистрированной в АС Месплан (с указанием станции отправления, пути, количества и наименования Товара). Покупатель обязан предоставить Продавцу 4.6. The Seller empowers his Consignor to give to the Buyer the number of order registered in AS Mesplan (with indicated station of shipment, road, quantity and name of the Commodity).

The Buyer is obliged to provide the Seller with the confirmation of the Destination Place about readiness to accept the cisterns with the Commodity and confirmation from JSC 'Ukrzaliznytsia' not later than 2 working days after getting the number of order registered in AS Mesplan from the Seller.

4.7. In case of delay in presenting/non presenting of permission of the consignee, confirmation of dispatch schedule in AS "MESPLAN", concurrence of ARM-planning orders, and/ or in case of delay of presenting confirmation about readiness to accept the Commodity and/or in case of delay with presentation of shipping instructions by the Buyer or declaration of official railway convention, delivery period will be extended accordingly for the equal number of days of delays, prohibitions. Same rule applicable in case of the ban and conventions (for loading / unloading cisterns) declared by the Railway authorities in respect of the country of destination place.

4.8 The Seller's exporter undertakes to clear the entire Commodity through the Ukrainian customs (including payment of custom duty and the value of the CD issuance as well as payment of export duty).

4.9. All taxes, levies, licenses and duties related to the exports of the Commodity are at the Seller's account, whereas all taxes, levies, licenses and duties related to the import of the Commodity are at the Buyer's account.

4.10. Consignee – as per instruction of the Buyer.

- 4.11. Consignor according to shipping documents.
- 4.12. Each Vehicle should be supported with following documents:
  - Seller's commercial invoice (original).
  - CMR note (original) or RW bill (electronical copy).
  - Custom's declaration (CD; copy).
  - Movement Certificate EUR 1 (original).
  - Quality certificate of the plant-producer issued in Russian and English (original).
  - Producer's declaration of the erucic acid absence (original).
  - Producer's declaration confirming the Commodity are in line with EU requirements (original).
  - Producer's declaration conforming the Commodity are in line with EU requirements in terms of GMO content (original).
  - Test report (copy, certified by stamp of plant-producer).

#### 5. PAYMENT TERMS:

5.1. Parties agreed the following payment procedure:

Seller to send notice of readiness for dispatch of the each separate consignment of the Commodity as per each Application via e-mail and Buyer proceeds with 100% payment for this consignment of the Commodity according to this Seller's notice at the same

подтверждение Места Поставки о приеме цистерн с Товаром и согласование с АО «Укрзализныца» в течение 2 рабочих дней с момента получения номера заявки, зарегистрированной в АС Месплан, от Продавца.

4.7. В случае задержки предоставления/непредоставления согласия грузополучателя, подтверждения плана отгрузки в программе АС «МЕСПЛАН», согласования заявок АРМ-планирования, и/или в случае задержки предоставления подтверждения о готовности принять Товар и/или в случае задержки предоставления Покупателем отгрузочных инструкций, или объявления официальных ж/д конвенций период поставки будет продлен на соответствующее количество дней таких задержек, запретов. То же самое правило применяется в случае запрета и/или конвенций (на погрузку/разгрузку цистерн), объявленных железнодорожной администрацией в отношении страны местонахождения места поставки.

4.8. Продавец ответственен за таможенную очистку экспортером Товара в режиме экспорт (включая оплату таможенного сбора, оплату стоимости ТД и оплату экспортной пошлины).

4.9. Все налоги, сборы, лицензии и пошлины, связанные с экспортом Товара – оплачиваются за счет Продавца в то время, как все налоги, сборы, лицензии и пошлины, связанные с импортом Товара – оплачиваются за счет Покупателя.

4.10. Грузополучатель Товара – согласно инструкциям Покупателя

4.11. Грузоотправитель Товара согласно товаросопроводительным документам.

4.12. Каждое транспортное средство сопровождается следующими документами:

- Коммерческий инвойс Продавца (оригинал).
- Товарно-транспортная накладная (СМК оригинал или жд накладная – электронная копия).
- Таможенная декларация (ТД; копия)
- Сертификат происхождения EUR 1 (оригинал).
- Сертификат качества завода-производителя, выданный на русском и английском языках (оригинал).
- Декларация производителя об отсутствии эруковой кислоты (оригинал).
- Декларации производителя о соответствии товара требованиям ЕС (оригинал).
- Декларация производителя о соответствии товара требованиям ЕС к содержанию ГМО (оригинал).
- Протокол исследований (копия, заверенная печатью завода-производителя).

#### 5. УСЛОВИЯ ОПЛАТЫ:

5.1. Стороны договорились о следующей процедуре оплаты:

Продавец отправляет уведомление о готовности к отправке каждой отдельной партии согласно Приложения по электронной почте, а Покупатель осуществляет 100% оплату данной партии Товара в соответствии с данным уведомлением Продавца в тот же

banking day but in any case not later than 2 banking days prior to the start of delivery.

5.2. All payments should be done by way of bank transfer to the Seller's bank account.

The date of payment to be the date of receiving funds by the Seller to his account. Sellers do not start loading of the Commodity if he didn't receive payment for relevant consignment into his account and can invoice Buyer with all additional arising costs (including idle time of the vehicles). In this case the Buyer is obliged to pay all additional arising costs of the Seller within 3 (three) banking days from the date of providing copy of the Invoice to the Buyer by e-mail.

5.3. All bank charges including commission of correspondent banks -for Buyer's account. All payments shall be made by the Buyer to the account of the Seller without any deductions, withholdings, counterclaims and set-off whatsoever.

#### 6. FORCE-MAJEURE:

6.1. The Parties shall bear no liability for the non-performance or partial non-performance of any obligation under this Contract caused by circumstances beyond control such as fire, earthquakes, other natural catastrophes, as well as war, embargoes, prohibition of export of the Commodity by the public authorities, other governmental interference, and others that could have not been foreseen nor prevented by the Parties provided these circumstances directly prevent the Parties from performing their obligations under the Present Contract («force majeure").

6.2 In such a case the period for performing the obligations under the present Contract shall be extended for the period equal to the duration of such circumstances. If the mentioned circumstances continue for more than 30 calendar days, each Party can refuse the Contract obligations fulfilment.

6.3. The Party to which cannot fulfil its contractual obligations hereunder due to an Event of Force Majeure shall within 5 (five) calendar days after the day of their commencement inform the Party in written form of the commencement possible duration and the end of such circumstances.

6.4. Certificate of the Chamber of Commerce of the respective country or of the other relevant governmental authority confirming the beginning, existence of the circumstances beyond control will be considered as sufficient proof of Force Majeure.

6.5. In case of termination of the present Contract due to the forcemajeure events the Parties shall make mutual payments under the present Contract within 5 banking days from the moment of notifying one Party by another in written form about the termination of the present Contract. The presence of force majeure shall not relieve Buyer from payment for the Commodity delivered. банковский день но в любом случае не позднее 2 рабочих дней до начала поставки.

5.2. Все платежи должны производиться путем банковского перевода на банковский счет Продавца.

Датой оплаты считается дата поступления денежных средств на счет Продавца. Продавец не начинает погрузку Товара, если он не получил оплату за соответствующую партию на свой счет и может выставить счет Покупателю на дополнительно возникающие расходы (включая время простоя транспортных средств). В данном случае Покупатель обязан оплатить все дополнительно возникающие расходы Продавца в течение 3 (трех) банковских дней с даты предоставления копии счета-фактуры Покупателю по электронной почте.

5.3. Все банковские расходы, в т.ч. Комиссионное вознаграждение банков корреспондентов— за счёт Покупателя. Все платежи должны производиться Покупателем на счет Продавца без каких-либо удержаний, встречных требований, вычетов или зачета встречных требований.

#### 6. ФОРС-МАЖОР:

6.1. Стороны освобождаются от ответственности за частичное или полное неисполнение обязательств по настоящему Контракту, если оно явилось результатом действия таких обстоятельств непреодолимой силы как пожар, наводнение, землетрясения, других природных и климатических бедствий, а также военных конфликтов, эмбарго, принятые государственными органами решения по запрету на экспорт Товара, других подобных действий органов государственной власти и управления, которые Стороны не могли ни предвидеть, ни предотвратить разумными мерами и если эти обстоятельства непосредственно препятствуют исполнению Сторонами обязательств по настоящему Контракту («форс-мажор»).

6.2. При этом срок исполнения обязательств по Контракту соразмерно отодвигается на период действия этих обстоятельств. Если эти обстоятельства будут продолжаться более 30 календарных дней, то каждая из сторон имеет право отказаться от дальнейшего исполнения обязательств по Контракту.

6.3. Сторона, которая не может исполнить свои контрактные обязательства в случае события форс-мажора, должна в течение 5 (пяти) календарных дней с момента их возникновения в письменной форме уведомить иную Сторону об начале, предполагаемом сроке действия и прекращения таких обстоятельств.

6.4. Достаточным доказательством возникновения, существования и продолжительности форс-мажорных обстоятельств будут служить свидетельства, выдаваемые Торгово-промышленной палатой соответствующей страны либо другими компетентными государственными органами.

6.5. В случае прекращения настоящего Контракта в связи с действием форс-мажорных обстоятельств, Стороны должны провести взаиморасчеты по этому Контракту на протяжении 5 банковских дней с момента предоставления Стороной письменного уведомления о расторжении данного Контракта. Наличие форсмажорных обстоятельств не освобождает Покупателя от оплаты поставленного ему Товара.

#### 7. PENALTY PROVISIONS:

7.1. In case of not payment for the consignment of Commodity within the terms stipulated in this Contract, the Buyer pays to Seller (at his request) a fine to the amount of 0,1% of the outstanding amount per each calendar day of delay until such delay exists.

7.2. In default of payment for the Commodity within the time agreed upon in this Contract, the Seller have the right not to carry out the following supplies of the consignments of the Commodity until the Buyer fulfils its financial liabilities to the Seller, namely: payment of the cost of the Commodity and the payment of accrued penalties provided by this Contract. In this case, the Seller is not responsible for the delay of the delivery of the Commodity.

7.3. In default of payment for the Commodity within the time agreed upon in this Contract, the Buyer agrees that it will cover demurrage of cisterns, service on delivery and cleaning of train composition and other similar costs or damages suffered and incurred by the Seller, that were a result of failure or improper performance by the Buyer of its financial liabilities, on the basis of the Seller's invoice(s).

7.4. The Buyer agrees to take loaded railcar, unload it and release empty within 5 (five) days. The cisterns idle time in the Poland territory is calculated from the moment of crossing of the loaded cistern at the "Izov" code 352609 – "Hrubieszów" code 066118 border crossing station, until the empty cistern crossing after unloading the border crossing station "Izov" code 352609 – "Hrubieszów" code 066118, when the cistern is returned to the territory of Ukraine.

Confirmation of cisterns crossing of border crossing stations "Izov" code 352609, as well as "Hrubieszów" code 066118 in the loaded and empty condition is an extract from the branch of the Main Information Computer Center of "Ukrzaliznytsya" JSC.

For every day of detention Buyer pays a fine in the amount of 50 USD per cistern. The Seller has the right to decide whether to issue an invoice of this detention or not.

7.5. Seller is not responsible for late delivery of the Commodity in the case of the Convention. Evidence of confirmation of the Convention can be an internal telegram of JSC "Ukrzaliznytsia" or other document that proofs absence of the possibility of a Seller to accept cisterns.

7.6. In case of non-shipment of the Commodity by the Seller, through his fault, within the terms agreed by the Parties in Applications to the Contract, the Seller is obliged to pay to the Buyer (at his written request) a fine at a rate of 0.1% per day of the value of not delivered Commodity, which shall not release the Buyer from the responsibility to perform the delivery of Commodity.

7.6.1. In case of delay in payment for the Commodity the Buyer shall pay to the Seller penalty in amount of 0,1% of the outstanding amount per each day of delay. In case of not-payment for the Commodity for more than 5 business days the Seller has the right unilaterally to cancel the Contract out of court by notifying the Seller

#### 7. ШТРАФНЫЕ САНКЦИИ:

7.1. В случае неоплаты партии Товара в сроки, согласованные в данном Контракте, Покупатель уплачивает Продавцу (по его требованию) пеню в размере 0,1% от неуплаченной суммы за каждый календарный день просрочки, до тех пор, пока такая просрочка существует.

7.2. В случае неоплаты партии Товара в сроки, согласованные в данном Контракте, Продавец имеет право не осуществлять следующие поставки партий Товара до момента исполнения Покупателем своих денежных обязательств перед Продавцом, а именно: по оплате Товара, а также по оплате начисленных штрафных санкций, предусмотренных настоящим Контрактом. В данном случае Продавец не несет ответственности за просрочку срока поставки Товара.

7.3. В случае неоплаты Товара в сроки, согласованные в данном Контракте, Покупатель обязуется на основании счетов Продавца, оплатить простой цистерн, услуги по подаче и уборке подвижного состава и другие подобные понесенные Продавцом расходы, которые Продавец понес в связи с невыполнением или ненадлежащим выполнением Покупателем денежных обязательств.

7.4. Покупатель обязуется принять груженый вагон, выгрузить его и отправить обратно в течение 5 (пяти) календарных дней.

Время простоя цистерн на территории Польши исчисляется с момента пересечения груженой цистерной погранперехода "Izov" код 352609 - "Hrubieszów" код 066118, до момента пересечения пустой цистерной после выгрузки погранперехода "Izov" код 352609 – "Hrubieszów" код 066118, при возврате цистерны на территорию Украины.

Подтверждением пересечения станций пограничных переходов "Izov" код 352609, а также "Hrubieszów" код 066118 цистерны в груженом и порожнем состоянии является выписка филиала «Главный информационный вычислительный центр» АО «Укрзализныця».

За каждые сутки простоя Покупатель платит штраф в размере 50 долларов США за цистерну. Право решения о выставлении счета за простой остается за Продавцом.

7.5. Продавец не несет ответственности за несвоевременную поставку Товара в случае Конвенции. Свидетельством подтверждения Конвенции может служить внутренняя телеграмма АО «Укрзализныца» или другой документ, подтверждающий отказ, отсутствие возможности Покупателя принимать цистерны.

7.6. В случае непоставки Продавцом Товара, по его вине, в сроки, согласованные Сторонами в Приложениях к данному Контракту, Продавец обязан выплатить Покупателю (по его письменному требованию) неустойку в размере 0.1% за каждый день просрочки от стоимости непоставленного Товара, что не освобождает Продавца от обязанности поставить Товар.

7.6.1. За нарушение сроков оплаты Товара Покупатель выплачивает Продавцу пеню в размере 0,1% от суммы задолженности за каждый день просрочки. В случае просрочки оплаты Товара более чем на 5 рабочих дней, Продавец имеет право в одностороннем внесудебном порядке отказаться от исполнения Контракта и в

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and the right unilaterally to terminate the Contract by providing to the Seller the notification about it.

7.7. In case of not compliance the Parties with its' obligations, the Party that fails to encompass its obliged indemnify all documented damages which the other Party suffered from.

#### 8. OTHER CONDITIONS:

8.1. This Contract has been executed in 2 copies, in both the Russian and English languages, each document having equal legal force. Should any discrepancy occur, Russian version will prevail.

8.2. The Parties agree to use e-mail communications during execution of the present Contract and recognize the validity of the scanned text presentation, signatures and stamps with subsequent provision of original documents. Signed copies of the Contract, Applications, additional agreements hereto signed by the Parties and sent by email shall be legally valid with obligatory provision of the originals within 15 calendar days.

8.3. The Parties shall provide on the date of signing the Contract registration documents, certified by the stamp and signature of the chief executive of the appropriate Party and the date of certification.

8.4. In case of applying export licenses, quotas and/or other permissions or limitations for export of the Commodity by state authorities after signing of the present Contract as well as before or at time of Commodity delivery, the Seller undertakes to inform the Buyer in written form immediately about such limitations of export of the Commodity. In case of restrictions on exports or introduction of export licenses, quotas and/or other permits for the export of the Commodity, the delivery period shall be extended for the lines of action of such a restriction, or for a period required to the Seller to obtain export licenses, quotas and/or other approvals for exports of the Commodity.

The Seller undertakes to take steps stated and within terms stipulated by legislation of Ukraine in order to obtain export licenses, quotas and/or other permissions for Commodity export and to inform the Buyer about it.

In case the Seller failed to obtain export licenses, quotas or/and other permissions to export the Commodity, the Seller to present to the Buyer documents that confirm the Seller has made his best to obtain export licenses, quotas or/and other permissions for export of the Commodity, and in such a case the Seller is not responsible for not delivering the Commodity to the Buyer.

8.5 All amendments and additions, applications to the present Contract are valid only if they are made out in writing and signed by both Parties. All amendments, additions, applications to the present Contract are integral part of it. одностороннем порядке расторгнуть Контракт путем предоставления Покупателю уведомления об этом.

7.7. В случае невыполнения Сторонами своих обязательств по данному Контракту, Сторона, не выполнившая свои обязательства обязана возместить потерпевшей Стороне все понесенные убытки, подтвержденные документально.

#### 8. ДРУГИЕ ПОЛОЖЕНИЯ:

8.1. Настоящий Контракт подписан в 2-х экземплярах на русском и английском языках, каждый из которых имеет одинаковую юридическую силу. В случае возникновения противоречий русская версия имеет преимущество.

8.2. Стороны договорились во время выполнения условий настоящего Контракта использовать электронную почту и признают юридическую силу сканируемого отображения текста, подписи и печати с последующим предоставлением оригинальных документов. Копии Контракта, приложений, дополнительных соглашений к нему, подписанные Сторонами и переданные по электронной почте имеют юридическую силу с обязательным предоставлением оригиналов в течение 15 календарных дней.

8.3. Стороны обязуются на дату подписания Контракта предоставить регистрационные документы, засвидетельствованные печатью Сторон и подписью руководителя соответствующей Стороны, и датой засвидетельствования.

8.4. В случае введения государственными органами экспортных лицензий, квот и/или других разрешений или ограничений на экспорт Товара после подписания настоящего Контракта, а также до или во время поставки Товара, Продавец обязан незамедлительно письменно уведомить Покупателя о таких ограничениях экспорта Товара. В случае введения ограничений на экспорт Товара, либо экспортных лицензий, квот и/или других разрешений на экспорт Товара, то срок поставки продлевается на срок действия такого ограничения, либо на срок необходимый для получения Продавцом экспортных лицензий, квот и/или других разрешений на экспорт Товара.

Продавец обязуется произвести в сроки и согласно законодательства Украины действия для получения экспортных лицензий, квот и/или других разрешений на экспорт Товара, а также информировать о них Покупателя.

В случае неполучения Продавцом экспортных лицензий, квот и/или других разрешений на экспорт Товара, Продавец обязуется предоставить Покупателю документы, подтверждающие, что Продавец сделал все зависящее от него для получения экспортных лицензий, квот и/или других разрешений на экспорт Товара, и в данном случае Продавец не несет ответственности за непоставку Покупателю Товара.

8.5. Все изменения, дополнения, приложения к Контракту действительны лишь в том случае, если они оформлены в письменной форме и подписаны уполномоченными представителями Сторон. Все Дополнения, изменения, приложения к настоящему Контракту являются неотъемлемой его частью.8.6 Стороны согласны, что текст данного Контракта, какие-либо материалы, информация и сведения, которые касаются Контракта,

являются конфиденциальными и не могут быть переданы третьим лицам без предварительного письменного согласия другой Стороны Контракта, кроме случаев, когда такая передача связана с 8.6. The Parties have agreed, that the text of the given Contract, any materials, information and the items of information, which concern the Contract, are confidential and cannot be given to the third persons without preliminary written consent of other Party of the Contract, excepting cases, when such informing is connected to obtaining of official sanctions, documents for performance of the Contract or payment of the taxes, other obligatory payments, and also in cases stipulated by the current legislation, which adjusts duties of the Parties of the Contract.

#### 9. ARBITRATION:

9.1. In cases of disputes arising out of or in connection with the Contract, the Parties will undertake measures to solve them through negotiations.

9.2. If negotiations are not successful, dispute shall be settled in the International Commercial Arbitration Court at the Ukrainian Chamber of Commerce and Industry (ICAC at the UCCI) and in accordance to its Rules.

9.3. This Contract is under the law of Ukraine. Arbitration Court consists of 3 arbitrators. The place of arbitration is Kyiv, Ukraine. The language of arbitration shall be Russian.

#### **10. TERM OF VALIDITY:**

10.1. The present contract shall enter into force from the date of its signing and keep valid till <u>December 31, 2021</u>, but in any case, till the full execution of their duties by both Parties. The Contract shall be terminated by mutual consent of the Parties in written form, as well as in other cases, stipulated by the Contract.

10.2. When duly concluded, this present Contract will replace all and any other contracts, accepted offers and other types of agreements between the Parties with respect to the Commodity that make the subject matter hereof. получением официальных разрешений, документов для выполнения Контракта или оплаты налогов, других обязательных платежей, а также в случаях, предусмотренных действующим законодательством, которое регулирует обязанности Сторон Контракта.

#### 9. АРБИТРАЖ:

9.1.В случае возникновения разногласий либо споров, возникающих по настоящему Контракту или в связи с ним, Стороны будут предпринимать все меры для урегулирования спорных вопросов путем переговоров.

9.2. Если спор невозможно решить путем переговоров, такой спор передаётся в Международный коммерческий арбитражный суд при Торгово-промышленной палате Украины в соответствии с его Регламентом.

9.3. Правом, регулирующим настоящий Контракт, является материальное право Украины. Арбитражный суд состоит из трех арбитров. Место проведения заседания Арбитражного суда г. Киев, Украина. Язык арбитражного разбирательства - русский.

#### 10. СРОК КОНТРАКТА:

10.1. Настоящий Контракт вступает в силу с даты его подписания Сторонами и действует до <u>31 декабря 2021 г.</u>, но в любом случае до полного выполнения обеими Сторонами своих обязательств. Данный Контракт может быть расторгнут по соглашению Сторон в письменной форме, а также в иных случаях, предусмотренных Контрактом.

10.2. С даты вступления в силу настоящий Контракт заменяет все предыдущие Контракты, акцептованные оферты и прочие соглашения между Сторонами касательно Товара, являющегося предметом настоящего Контракта.

#### 11. Legal addresses of the Parties and Bank Details:

#### Buyer: Agrolok Sp. z o.o.

Покупатель: Agrolok Sp. z o.o.

11. Юридические адреса и банковские реквизиты Сторон:

ul.	Dworcowa	TOBE 14	ul.	Dwor	cowa		EY4
87-400	Golub-Dobrzy	i, Polska	87-400	Golub-D	obrzyń,		Polska
NIP:		8781499026	NIP:			8781	499026
KRS:		0000028521	KRS:			0000	028521
Bank		details:	Bank				details:
Regon		870585596	Regon			870:	585596
Bank	Kupujący:ING BANI	ŚLĄSKI SA	Bank	Kupujący:ING	BANK	ŚLĄSKI	SA
Swift	code:	NG BPLPW	Swift	code:	ING	E	BPLPW
USD Acc	ount number: PL 98 1050 1	64 1000 0022 4417 2637	USD Ad	count number: PL 98 10	050 1764 1	1000 0022 4417	7 2637
Director _	Stanisła	v Podraza	Director	Stan	isław Podra	iza	

Продавец: ООО «Глобинский перерабатывающий завод» Юридический адрес: 39000, Украина, Полтавская обл., г. Глобино, Seller: LLC "Globinsky processing plant" ул. Владимировская, 203 Legal address: 39000, Ukraine, Poltava region, Globino, 203 код ЕГРПОУ 30547403 Volodymyrivska Str. USREOU code 30547403 Банк Продавца: ПАО «АЛЬФА-БАНК» г. Киев MΦO: 300346 Beneficiary bank: JSC "ALFA-BANK" Kyiv IBAN: UA493003460000026004016414501 MFO 300346 IBAN: UA493003460000026004016414501 SWIFT: ALFAUAUK SWIFT: ALFAUAUK Correspondent bank USD: JP Morgan Chase Bank N.A. New York, USA SWIFT: CHASUS33 Correspondent bank USD: JP Morgan Chase Bank N.A. New York, USA SWIFT: CHASUS33 Account number: 400940442 Account number: 400940442 Представитель Representative

Viacheslav Kolosvetov

Вячеслав Колосветов

## Application No. 1

to the Contract № SBO02/08/21 dated 02.08.2021 ("Contract")

#### Globyno, Ukraine

August 02, 2021

Limited Liability Company "Globinsky processing plant", a legal entity registered in accordance with the legislation of Ukraine, hereinafter referred to as "the Seller", represented by Viacheslav Kolosvetov, acting on the basis of the Power of Attorney № 12/15/2020 dated 15.12.2020, from the one side and

**Agrolok Sp. z o.o.** (a legal entity registered in accordance with the laws of **Poland**), hereinafter referred to as "the Buyer", represented by Stanisław Podraza, acting on the basis of the Articles of Association, have concluded this Application **No.1 dated** 02.08.2021 to the Contract ("Application") on the following.

The Seller transfers the Commodity to the Buyer and the Buyer accepts from the Seller and pays to the Seller **crude degummed soybean oil** in bulk, country of origin Ukraine, under the following terms and conditions:

**1.** Quantity of the Commodity constitutes **120.00 metric tons ("mt")** +/-5% in Seller's option and at price fixed in clause 2 of the given Application.

2. Price of 1 MT of the Commodity constitutes 1232.00 USD.

2.1. Currency of Application and currency of payment - USD.

**3.** Total value of the Commodity constitutes 147 840.00 USD +/-5% according to the delivered quantity of the Commodity.

**4.** Delivery period of the Commodity till **17th August 2021** (included), in case of 100% prepayment by the Buyer within the terms of the Contract.

5. The given Application comes into force from the date of signing by authorized representatives of the Parties and is an integral part of the Contract.

**6.** Consignee of the Commodity – as per written instructions of the Buyer provided by electronic mail.

**7**. Other conditions, including payment terms - according to the terms of the Application.

**8.** The present Application is signed in two copies in Russian and English, one for each Party. Russian language prevails.

#### Приложение № 1

к Контракту № SBO02/08/21 от 02.08.2021 («Контракт»)

г. Глобино, Украина

2 августа, 2021

Общество с ограниченной ответственностью «Глобинский перерабатывающий завод», юридическое лицо, зарегистрированное в соответствии с законодательством Украины, в дальнейшем именуемое – «Продавец», в лице Вячеслава Колосветова, действующего на основании Доверенности №12/15/2020 от 15.12.2020г., с одной стороны и

Limited Liability Company "Arachne" (юридическое лицо, зарегистрированное в соответствии с законодательством Польши), именуемое в дальнейшем «Покупатель», в лице Stanisław Podraza, действующего на основании Устава, заключили настоящее Приложение №1 от 02.08.2021г. к Контракту («Приложение») о нижеследующем.

Продавец передает Покупателю, а Покупатель принимает от Продавца и оплачивает Продавцу сырое гидратированное соевое масло наливом, страна происхождения – Украина, в соответствии со следующими сроками и условиями:

1. Количество Товара составляет 120.00 метрических тонн («мт») +/-5% в опционе Продавца и по указанной в п. 2 данном Приложении цене.

2. Цена 1 МТ Товара составляет 1232.00 долл. США.

2.1. Валюта Приложения и валюта платежа – долл. США.

**3.** Общая стоимость Товара составляет 147 840.00 долл. США +/-5% зависимо от количества поставленного Товара.

4. Срок поставки Товара по 17 августа 2021 года (включительно), при условии осуществления Покупателем 100% предварительной оплаты Товара в соответствии с условиями Контракта.

5. Данное Приложение вступает в силу с даты подписания уполномоченными представителями Сторон и является неотъемлемой частью Контракта.

6. Грузополучатель Товара – согласно письменным инструкциям Покупателя, переданным по электронной почте.

7. Другие условия, в т.ч. условия оплаты – согласно условий Контракта.

**8.** Настоящее Приложение составлено в двух экземплярах на русском и английском языках, по одному экземпляру для каждой Стороны. Русский язык имеет превалирующую силу.

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Buyer: Agrolok Sp. z o.o.

9. Юридические адреса и банковские реквизиты Сторон:

Покупатель: Agrolok Sp. z o.o.

10.	V H Duenous	VHIDEK		Drugmour	nTE' 40"
ul.	Dworcowa		ul.	Dworcowa	L' - 101' 4
87-400	Golub-Dobrzyń,	Polska	87-400	Golub-Dobrzyń	n, Polska
NIP:		8781499026	NIP:		8781499026
KRS:		0000028521	KRS:		0000028521
Bank		details:	Bank		details:
Regon		870585596	Regon		870585596
Bank	Kupujący:ING BANK	ŚLĄSKI SA	Bank	Kupujący:ING BANK	ŚLĄSKI SA
Swift	code: ING	BPLPW	Swift	code:	NG BPLPW
USD Accor	unt number: PL 98 1050 1764 1	000 0022 4417 2637	USD Acc	ount number: PL 98 1050 17	64 1000 0022 4417 2637
Director	Stanisław Podra	za	Director	Stanisław	Podraza
N IT			ALL-	2000 111	

Seller: LLC "Globinsky processing plant",	Продавец: ООО «Глобинский перерабатывающий завод»
Legal address: 39000, Ukraine, Poltava region, Globino, 203	Местонахождение: 39000, Украина, Полтавская область,
Volodymyrivska Str.	г. Глобино, ул. Владимировская 203
EDRPOU 30547403	ЕДРПОУ 30547403
Beneficiary bank: JSC "ALFA-BANK" Kyiv	Банк Продавца: ПАО «АЛЬФА-БАНК» г. Киев
MFO 300346	МФО: 300346
IBAN: UA493003460000026004016414501	IBAN: UA493003460000026004016414501
SWIFT: ALFAUAUK	SWIFT: ALFAUAUK
Correspondent bank USD: JP Morgan Chase Bank N.A. New York, USA	Correspondent bank USD: JP Morgan Chase Bank N.A. New York, USA
SWIFT: CHASUS33	SWIFT: CHASUS33
Account number: 400940442	Account number: 400940442
Representative	Представитель

Viacheslav Kolosvetov

Вячеслав Колосветов

#### 9. Legal addresses of the Parties and Bank Details:

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EV AFP TAP	Ocean Bill of Lading	Booking Number:	ABI ATEY A TEY ATENHO TOBENDHO	EKOHOMIU EKOHOMIU EV ATEY ATE ATEY
N EY AFP AFP AFP AFP AFP	Ocean Bill of Lading Shipper:	OMIGN ATEY AEPH		EKOHU ATE EV ATEV ATEV
N ET A EN A	Ocean Bill of Lading	Booking Number:	ABI ATEY A TEY ATENHO TOBENDHO	
EV AP T AP ATEN TOP	Ocean Bill of Lading Shipper:	Booking Number:		

### Lading

Shipper:			Booking Number:		
DEPHAN			Forwarder:	FMC	#: EV
Consignee:	E C		Rate Reference Nurr	nber	EY H
ATEXA	NA BA		Temperature Control rom:	Range	DHC
Notify Party	TEY ABHIN		Dangerous Goods C Dangerous Goods C Shipper's Decla Container Pack	aration king Certificate	Y AT
Precarriage By:	Port of Receipt:	640	VATENA	EPCVIE	ATE
Vessel:	Port of Loading:	Д	Type of Movement (t	traffic routing)	NNT
Port of Discharge:	Place of Delivery	y:\\\	On Carriage By:	PHADI	TEY
Y ATEHO	-EKOPAR	RTICULAR	S FURNISHED BY	SHIPPER	6HO
Container & Seal Number(s) Marks/Numbers	Number of Packages	La martine	escription of ges and Goods	Gross Weig in Kilos	htyp
KOT ATEY	TET AFF	ATE	- NDHO-F	REY A	DCW
HIBEPL	EYATOP	TOB	EVATE	YHIBE	VIT
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