

TERMS OF TRADE AND DELIVERY

1. Application

- 1.1. These terms of trade and delivery ("the Terms") shall apply unless otherwise agreed in writing and shall thus apply to all quotations, orders and purchases between Griseformidlingen Vest ("GV"), CVR no. 29154007, and the Customer or Seller, collectively referred to as the Parties, regardless of where the Customer or Seller is domiciled.
- 1.2. In the event of any discrepancy between GV's and the Customer's or Seller's general terms, GV's terms of trade and delivery shall apply unless otherwise agreed in writing.

2. Conclusion of agreement

- 2.1. All written quotations from GV shall be valid for 2 days from the date of the quotation. Hereafter GV shall no longer be bound by the quotation unless otherwise stated in the quotation.

- 2.2. A placed order shall be binding on GV and the Customer when GV has received an unqualified acceptance of the quotation. This shall apply both to agreements on successive delivery, pool agreements and one-off transactions. The detailed terms of agreement, including, inter alia, number of animals, weight, average weight, health status, delivery date, etc. will be included in the quotation or other separate agreement.
- 2.3. Any typographical error, other errors or omissions in sales material, price quotations, price lists, acceptance of quotations, invoices, other documents or other information material shall be no concern to GV, and GV shall thus not be made liable thereof. Therefore, GV shall also reserve the right to correct such errors and omissions.
- 2.4. The current version of GV's TERMS OF TRADE AND DELIVERY shall be available on GV's website – www.grisvest.dk

3. Quality requirements in relation to weaners

- 3.1. The following quality requirements shall apply to GV's purchase as well as sale of weaners:

Traded weaners shall be three-way crossbred and tail docked pigs. Tail docking shall have been performed in accordance with the legal regulations applicable at any given time on this subject.

Weaners traded as *30 kg pigs* shall weigh from 25-35 kg upon delivery and shall have an average weight of 30 kg.

Weaners traded as *7 kg pigs* shall weigh from 6.5-12 kg upon delivery and shall have an average weight of 9-11 kg.

According to the Transport Regulation, Regulation No. 1/2005 of 22 December 2004, the weaners shall be of generally good quality and be suitable for transport.

- 3.2. Weaners with minor defects, open wounds, hernia and other defects shall not be traded and accepted unless otherwise agreed in writing.

4. Ear tagging and documents

- 4.1. In case of GV purchasing pigs, the supplier/seller shall be in possession of a valid export declaration from the regional veterinary and food control authority and the pigs shall be ear tagged with the CHR number of the herd of origin in accordance with the legal regulations applicable at any given time.

5. Duty to provide information and health

- 5.1. Official health status: If the animals come from a herd with an official health status, the Seller shall be obliged to inform GV of this health status when concluding the agreement.
- 5.2. Documented health status: If the herd does not have an official health status and is not part of the SUS system, the Seller shall, at its own expense, request a blood sample to document the health status. In case of successive deliveries and ongoing agreements, the Seller shall, at the request of GV, be obliged to obtain an updated blood sample prior to delivery.
- 5.3. The Seller shall at all times be obliged to immediately inform GV of any changes or suspected changes in the official health status in accordance with Clause 5.1. hereof or the documented health status in accordance with Clause 5.2. hereof.
- 5.4. In the event of an outbreak of a disease which will affect the value of the pigs in connection with GV's subsequent sale, the Seller shall be obliged to inform GV immediately thereof. When diagnosing the following diseases, GV shall always be notified immediately: Swine dysentery, atrophic rhinitis, pneumonia, high levels of salmonella or other outbreak of diseases such as PRRS and PMWS where the Pig Research Centre (or the organisation which assumes the task) carries out campaigns to avoid spread of infection. The above list shall not be considered an exhaustive list.
- 5.5. Any failure to observe the above Clauses 5.1.-5.4. shall be considered a material breach of the agreement between the Parties.
- 5.6. Should the Seller fail to comply with its duty to provide information as stated in Clauses 5.2.-5.4. hereof, any complaint as well as any claim in connection with the condition and health of the animals shall be of no concern to GV and shall thus be the sole responsibility of the Seller. In the event that a claim is raised against GV in this regard by GV's Customers, GV shall have recourse against the Seller.
- 5.7. GV shall not be obliged to buy the Seller's weaners in case of subsequent changes in the official health status or the documented health status, or in case of outbreaks of disease as stated in Clause 5.4 hereof.

6. Loading facilities

- 6.1. Access and exit roads shall have appropriate loading and unloading facilities in such a way that loading and unloading may be performed on a firm, stable, well-drained and even surface in all kinds of weather.
- 6.2. The transport vehicle shall be able to manoeuvre unhindered by trees, buildings and overhanging roofs, etc. and there shall be room for the driver to move unhindered around the vehicle in connection with loading and unloading.
- 6.3. In addition, all current rules for both loading and unloading facilities shall be complied with and there shall be proper and sufficient light arrangements.

7. Delivery made by GV

- 7.1. Delivery of pigs shall take place in non-SUS approved vehicles.
- 7.2. The transport shall be performed by GV or a carrier appointed by GV.
- 7.3. The date of delivery shall be agreed separately between the Parties. GV shall see to it that unloading takes place in the period from 03.00-23.00.
- 7.6. GV's delivery to the Customer shall take place in one of the following ways, which will be stated in more detail in the Parties' agreement and/or the order confirmation:
- 1) At the Customer's address: Delivery shall be effected once the pigs have been unloaded.
 - 2) At assembly centre: Delivery shall be effected when the pigs have arrived at the assembly centre.
 - 3) Export stable: Delivery shall be effected when the pigs have been loaded onto the export vehicle and the loading platform has been closed.
- 7.7. The Customer shall bear the risk for any delays in connection with delivery option 2, "At assembly centre", and delivery option 3, "Export stable".

8. Complaint

- 8.1. A Customer's complaint shall be made as soon as possible after establishing any problems, and within 24 hours of delivery. Hereafter the Customer shall have lost the right to exercise any remedy for breach of contract and shall not be entitled to claim damages from GV.
- 8.2. In the event of a hidden defect or non-conformity, an absolute period of time allowed for complaints of 2 weeks after delivery has taken place shall apply. Hereafter any subsequent complaints of defects or non-conformities shall not be made on time and thus be of no concern to GV.
- 8.3. A complaint shall be duly documented, including, inter alia, by a veterinary certificate, photographs or the like.

9. Compensation

- 9.1. When GV purchases pigs from the Seller, the Seller shall, on an objective basis, be obliged to pay compensation or give a reduction in the purchase price in the following situations and on the following terms:
 - If the weight of the weaners is outside the agreed average weight, the invoice shall be adjusted proportionally.
 - If the weaners have open wounds, they shall be compensated for with the full purchase price.
 - If the weaners have umbilical hernia, they shall also be compensated for with the full purchase price. The same shall apply to boars and gilts with umbilical or scrotal hernias.
 - Weaners, with visible defects, which are non-thriving and narrow due to lameness, hunchback, swayback or abscesses, shall also be compensated for with the full purchase price.
 - Cryptorchid boars/hermaphrodites shall be compensated for with the full purchase price against presentation of documentation thereof.
 - Pigs which die within 36 hours of delivery shall be compensated for with the full purchase price. However, a valid death certificate signed by an authorised veterinarian shall be presented.
- 9.2. When GV sells pigs to the Customer, GV shall, on an objective basis, be obliged to pay compensation or give a reduction in the purchase price in the following situations and on the following terms:
 - If the weight of the weaners is outside the agreed average weight, the invoice shall be adjusted proportionally.
 - If the weaners have open wounds, compensation shall be paid according to current SPF rules.
 - If the weaners have umbilical hernia, compensation shall be paid according to current SPF rules.
 - Weaners, with visible defects, which are non-thriving and narrow due to lameness, hunchback, swayback or abscesses, shall also be compensated for according to current SPF rules.

- Cryptorchid boars/hermaphrodites shall be compensated for with the full purchase price if the defect is established immediately upon delivery. Subsequently, the compensation shall be limited to a maximum of DKK 250 per animal upon presentation of documentation from the Customer's abattoir or other form of proper documentation.
- Pigs which die within 24 hours of delivery shall be compensated for with the full purchase price. However, a valid death certificate signed by an authorised veterinarian shall be presented

10. Retention of title

- 10.1. When GV purchases pigs from the Seller, the Seller shall guarantee that the pigs are free from all charges, liens and encumbrances, including free from any retention of title arrangements and other third-party rights. Any failure to comply with the above shall be considered a material breach of the agreement.
- 10.2. GV shall always retain ownership of the pigs which are sold by GV to Danish Customers to the greatest possible extent until the purchase price has been paid. The Customer shall not therefore be entitled to dispose of the animals by way of sale, slaughter, charging or otherwise before the purchase price has been paid.
- 10.3. If delivery is to be made to a German Customer, GV shall have an extended retention of title to the greatest possible extent in accordance with the possibilities under German law.
- 10.4. If delivery is to be made to a Customer in a country other than Germany, GV shall have a retention of title to the greatest possible extent in accordance with what is permitted by the legislation of that country.
- 10.5. The Customer shall in all situations be obliged to assist in securing the retention of title in relation to third parties under both national and foreign law. Any associated expenses shall be paid by the Customer.
- 10.6. The Customer shall, for as long as the retention of title exists, be obliged to ensure the well-being of the pigs and see to it that they had handled properly in accordance with applicable rules.
- 10.7. The Customer shall not be entitled to compensation for expenses incurred by the Customer while the animals were in the care of the Customer in the event that the animals are returned.

11. Force majeure and circumstances similar to force majeure

- 11.1. GV shall be exempt from performing any agreement with a Seller as well as a Customer, without being met with a potential claim for damages or other compensation, if non-performance of the

agreement is due to circumstances beyond GV's control. This shall include, but is not limited to: Labour disputes, disruption of normal traffic, war, weather and natural disasters, currency restrictions, import or export bans, veterinary restrictions of any kind preventing the transport of pigs, swine fever, epidemics or pandemics, bankruptcy, suspension of payments or the like at GV's supplier, production and delivery difficulties caused by circumstances for which GV cannot be blamed as well as the occurrence of corresponding force majeure events or circumstances similar to force majeure at GV's supplier.

12. Limitation of liability

- 12.1. GV shall not be liable for the Seller's or the Customer's indirect loss, including operating loss and lost profits, but also other indirect loss. GV shall not be liable for any consequential loss due to defects and non-conformities in the delivered goods, and GV shall not be liable for defects or non-conformities in the delivered goods which may cause other damage, such as infection. The Seller or the Customer shall thus not be able to make a claim against GV for a proportionate reduction, damages or compensation for the direct or indirect loss which the buyer may have incurred in connection with the defect/liability, cf. however, Clause 12.2. hereof.
- 12.2. Should the Seller or the Customer suffer a loss as a result of GV's fault or neglect or failure to perform an agreement due to gross negligent behaviour on the part of GV, GV shall, however, be liable for the damage that has occurred, but in such a way that GV's liability may never exceed the agreed purchase price for the delivery in question at the time of delivery.
- 12.3. GV shall not be liable for any loss caused by hidden health defects in or defects in the condition of the delivered animals – with the exception of the conditions mentioned in Clause 10 hereof.
- 12.4. GV shall not at any time be liable for any fault or neglect committed by the carrier used by GV or the Customer. GV shall not, moreover, be liable for any possible contamination/infection or introduction of undesirable pig diseases in the Seller's herd as a result of any fault or neglect committed by the carrier used.

13. Payment

- 13.1. The Customer's payment shall be in GV's account not later than 3 days after the invoice date. In case of late payment, interest of 1.5% per month or part thereof shall be charged from the due date.

- 13.2. The weight which serves as the basis for the settlement price shall be the weight obtained by using the export vehicle's verified weighing system or the verified weighbridge on the export market/transshipment site.
- 13.3. The settlement price shall be adjusted according to the agreed basis weight. Any deviations in relation to the basis weight shall be adjusted according to the agreed pig price at the time of delivery.
- 13.4. Price information provided by GV shall be exclusive of VAT to be charged in accordance with applicable rules and exclusive of the production tax applicable at any given time to the Pig Royalty Fund.
The final price shall be subject to VAT and tax according to current rules.

14. Assignment of rights

- 14.1. Any assignment of rights/obligations under the agreement of the Parties shall only take place with the express and written consent of the other party.

15. Applicable law, venue and mediation

- 15.1. The agreement shall be subject to Danish law with the exceptions that follow from the agreement.
- 15.2. Any dispute between the Parties shall be attempted to be resolved by negotiation and amicably. The Parties shall therefore be obliged to participate in mediation.
- 15.3. In the event that a dispute cannot be resolved by negotiation or mediation, the dispute shall be settled by the Court in Sønderborg, Denmark.

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