

GENERAL CONDITIONS OF SALE AND DELIVERY OF BPI A/S

Unless agreed otherwise in writing, BPI A/S delivers all orders according to the conditions below regardless of any opposite or different conditions in the order or acceptance from the customer.

1. Application.

These General Conditions of Sale and Delivery ("the Conditions") shall apply to the relations between BPI A/S or any agents of affiliated companies of BPI A/S and the buyer as defined in the order confirmation and the invoice (the "Buyer"). BPI A/S and the Buyer shall hereinafter be jointly referred to as the "Parties". Any deviation from the Conditions shall be subject to written agreement between the Parties. The Conditions shall prevail over any general conditions of purchase issued by the Buyer unless stated otherwise in writing by BPI A/S. The Buyer accepts the Conditions as an intrinsic part of all legal agreements between the Parties.

2. Offer/Confirmation.

All offers and quotations are subject to change without notice unless stated otherwise. Stock items offered are subject to prior sale. Any orders are only accepted by BPI A/S by issuing an order confirmation.

3. INCOTERMS.

The Parties' agreement on transport, costs of transport and the passing of risk appears from the order confirmation, defined as the latest INCOTERMS in force at any time.

4. Force Majeure etc.

BPI A/S shall not be under any liability whatsoever to the Buyer for non-delivery or delay in delivery of services directly or indirectly caused by unforeseen circumstances or resulting from an outbreak of hostilities (whether or not war is declared), insurrection, riot, civil disturbance, Government Act or regulation or international regulation, fire, flood, explosion, accident, theft, climatic conditions, strike, lockout or trade dispute (whether BPI A/S's or another party's employees) or other cause beyond BPI A/S's reasonable control. In the event of any deliveries being suspended or delayed on account of any such aforementioned event or circumstances the period of the contract shall be correspondingly extended or, if deliveries/services are suspended for 1 month or more, BPI A/S may at its option, exercisable by notice in writing to Buyer, cancel the contract with respect to any undelivered products without liability.

5. Delay for other reasons than mentioned under clause 4.

Delay shall be deemed not material unless a) it is stated explicitly in the order confirmation, that any delay is deemed material or b) BPI A/S is unable to supply the goods agreed within 14 working days after the Buyer's written request to BPI A/S. BPI A/S shall be entitled to make part-deliveries, provided that such part-deliveries are not of major inconvenience to the Buyer. In the event of material delay according to the above, the Buyer is entitled to demand re-negotiation of the specific part of the contract concluded or cancellation hereof respectively. If the contract is cancelled by the Buyer according to the above guidelines, for reasons other than force majeure, the Buyer may be entitled to compensation for direct out-of-pocket costs related to the part of the contract which is delayed. The compensation does not cover loss of profit, interest, any kind of indirect loss or consequential damage. If a substantial delay occurs after BPI A/S has commenced delivery by part-deliveries, the Buyer shall pay for the part-deliveries in accordance with the contract.

6. Payment.

Unless otherwise agreed between the Parties, the complete purchase sum falls due for payment at the same time as the risk passes over according to the clauses agreed upon in the order confirmation. Payments must be received by BPI A/S on the day agreed without any deductions (fees etc.). Actual day of payment is the day BPI A/S can use money transferred. Payments must not be held back in any case by Buyer. Claims Buyer may have against BPI A/S may not be deducted by the Buyer at any time. In the event of delayed payment, interest is added at the rate equivalent to the official discount rate fixed by the Danish Central Bank plus 6 % as from the date of maturity until payment is effectuated. If – in the not unreasonable opinion of BPI A/S – the Buyer's ability to pay is impaired after the conclusion of the contract or once performance hereof has commenced, BPI A/S is entitled to demand security for payment of the purchase sum or pre-payment hereof respectively.

7. Certificates.

The Buyer's requirements for veterinary certificates and/or any other documentation appear from the order confirmation, inclusive of special requirements as a result of any transiting of the goods. Notwithstanding INCOTERMS, if the Buyer has made no special requirements as to veterinary certificates, only the veterinary certificates of the country of origin will be enclosed.

8. Extraordinary Costs.

The Buyer shall compensate BPI A/S for any extraordinary costs if the Buyer's circumstances prevent BPI A/S from effecting punctual delivery, for example but not limited to demurrage costs and costs of driving to BPI A/S's supplier in vain, as a result of the Buyer's non-prepayment in time, interest, etc.

9. Reservation of Title.

BPI A/S remains the owner of all goods supplied to the Buyer until payment has been received in full from the Buyer. The goods shall remain the property of BPI A/S and the Buyer shall store them so that they are readily identifiable as BPI A/S's goods until payment for them and for all other goods agreed to be sold to the company had been received in full. Where ownership of any goods remains vested in BPI A/S, BPI A/S shall be entitled to repossess any goods supplied at any time. BPI A/S may for the purpose of recovering its goods enter upon any premises where they are stored or where they are reasonably thought to be stored and may repossess the same. It is the sole responsibility of the Buyer to ensure that all goods received from BPI A/S are fully insured against any eventually including, but not limited to, fire, theft, flooding, etc. until such time ownership said goods has passed to the Buyer. Should goods become damaged in any way after they have been received by the Buyer, the Buyer will be liable to pay to BPI A/S the full purchase price of the goods.

10. Defects & Limitation of Liability.

If the Buyer claims that the goods suffer from any material defect, the Buyer shall immediately give written notice to BPI A/S, stating all the specifications of the goods such as country of origin, quality, nature of the defect etc. and simultaneously supply BPI A/S with digital photos of the goods and the original packaging (with a view to any recourse on the part of BPI A/S against its supplier). As for fresh goods the Buyer shall complain immediately upon receipt and as for frozen goods no later than 7 working days after receipt. The Buyer shall store the goods technically correct until BPI A/S or BPI A/S's representative on site has had the opportunity to examine the goods. Only goods left and present for examination can be part of a complaint. The goods must be intact and available. If the complaint is acknowledged as justified, BPI A/S is entitled to make a replacement delivery within a reasonable time. The Buyer is obliged to pay for BPI A/S's costs incurred in connection with handling the complaint, for example travel and accommodation costs, survey costs etc., if the claim - as evidenced by a survey by an independent third party - is unfounded. In the event that any subsequent Buyer in the sales chain lodges a claim for damages against BPI A/S, the Buyer shall indemnify BPI A/S against any financial consequence of such claim. The liability of BPI A/S for any and all claims for damages arising out of or in connection with the goods and the use thereof shall under no circumstances exceed the sum of the Customer's payment for the specific goods subject of the claim. Under no circumstances shall BPI A/S be liable to Customer or any other person for any kind of special, incidental, indirect, operational, pollution damage, consequential or punitive damage or loss, cost or expense, including without limitation, damage based upon lost goodwill, lost sales or profits, work stoppage, production failure, impairment of other goods or otherwise, and whether arising out of or in connection with breach of warranty, breach of contract, misrepresentation, negligence or otherwise.

11. Compliance with Laws and Standards. BPI A/S makes no promise or representation that the products sold by BPI A/S conform to any law, statute, ordinance, regulation, code or standard, unless expressly stated in BPI A/S's order confirmation. The Buyer acknowledges that the use of the products sold may be subject to requirements or limitations under certain laws or standards. The Buyer shall be exclusively responsible for a) ensuring compliance with all laws and standards

associated with its intended use of the products sold and b) obtaining all necessary approvals, permits or clearances for such use. If agreed in writing between the parties that the products shall conform with the laws and standards of the country where the products shall be sold the cost associated with meeting the requirements these must be borne by the buyer.

12. Venue and Applicable Law. The exclusive venue for any dispute arising out of the order confirmation and these General Conditions of Sale and Delivery shall be the Copenhagen Maritime and Commercial Court as the 1st instance. Danish Law shall apply to the settlement of any dispute with the exception of the Danish Act No. 733 of the 7th December 1988 (and any amendments thereof) incorporating the United Nations Convention on Contracts for the International Sale of Goods into Danish Law.