

GENERAL PURCHASE TERMS & CONDITIONS

BPI A/S

The terms below, are applicable to every delivery to BPI A/S unless another written agreement approved by BPI A/S exists:

1. Tenders.

Tenders from Suppliers are free of charge and not binding for BPI A/S.

2. Conclusion of Contracts.

Orders are binding only when given in writing or confirmed BPI A/S.

In confirming or effecting orders the Supplier accepts BPI A/S' General Purchase Terms & Conditions. Any terms stipulated by the Supplier which are not in accordance with BPI A/S' terms of purchasing are not binding, even if such terms have not been explicitly rejected by BPI A/S.

The acceptance of goods cannot be interpreted as implicit acceptance by BPI A/S of divergent terms of delivery.

3. Supplier's General Conditions of Sale.

BPI A/S hereby explicitly rejects any general condition of sale of the Supplier.

4. 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.

5. Time and Place of Delivery.

- i. Place of all deliveries is stipulated in the order.
- ii. The time of delivery stated in the order by BPI A/S must be closely observed, i.e. neither shortened nor extended unless the Supplier has a written acceptance of this from BPI A/S.

6. Delay for other reasons than mentioned under clause 7.

The non-observance of date of delivery shall be deemed material and will entitle BPI A/S to cancel the order, and BPI A/S will not be obliged to pay for work started on the order. In that case BPI A/S may cancel the order without further notice and/or claim indemnification for direct out-of-pocket costs related to the part of the order which is delayed, loss of profit, interest, any kind of indirect loss or consequential damage.

7. Force Majeure etc.

The Supplier shall not be under any liability whatsoever to BPI A/S 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 the Suppliers or another party's employees) or other cause beyond the Suppliers 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, the Supplier may at its option, exercisable by notice in writing to BPI A/S, cancel the contract with respect to any undelivered products without liability.

8. Quantity Deviations.

Unless otherwise in writing an over or under delivery must not exceed 2 %. If specified and stated in the purchase order that the quantity is absolute no deviation is acceptable and must be strictly observed. The non-observance of stated absolute quantities will entitle BPI A/S to claim indemnification for direct out-of-pocket costs related to the part of the order which is delayed, loss of profit, interest, any kind of indirect loss or consequential damage.

9. Packing and marking/labeling.

- i. The Supplier will pack and mark supplies in accordance with all applicable packaging standards, laws and rules in the country where the goods are intended to be sold. The Supplier will ensure that any third parties who supply packaging for BPI A/S' supplies agree to comply with such standards, laws and rules. The Supplier will reimburse BPI A/S for all expenses incurred by BPI A/S as a result of improper packing and marking.
- ii. The Supplier will not charge separately for packing and marking or for materials used therein unless BPI A/S specifies in writing that it will reimburse the Supplier for such charges.

10. Test proviso.

Once a product is approved the Supplier must not make alterations in the manufacturing process before BPI A/S has renewed its approval of the product.

11. Quality Requirements.

The Supplier is responsible that the delivered products fulfill the quality and security demands and standards as well as other valid rules not only of the manufacturing country but also the standards of the country to which the products are intended to be sold.

12. Certificates.

The Supplier is responsible for the required veterinary certificates and/or any other documentation in the country where the supplies are intended to be sold. In case of special requirements as a result of any transiting of the goods or other reasons it will appear from the order confirmation.

13. Warranty.

- i. The warranty period for supplies shall be the expiry date of the supplies.
- ii. The Supplier guarantees that frozen supplies are not older than 3 months at loading and has a minimum of 6 months until expiry date at loading.

- iii. Instead of rectification BPI A/S is also immediately entitled to claim replacement delivery free of charge as well as compensation for expenses and losses, direct and indirect.

14. Claims of defects.

If BPI A/S claims that the goods suffer from any material defect, BPI A/S shall give written notice to the Supplier, stating all the specifications of the goods and nature of the defect etc. and simultaneously supply the Supplier with digital photos of the goods.

As for fresh goods BPI A/S shall complain 48 hours after unloading the supplies at final destination and as for frozen goods no later than 7 working days after unloading the supplies at final destination. BPI A/S is responsible that the supplies are stored technically correct until the Supplier or the Supplier's representative on site has had the opportunity to examine the goods.

Examination must be done within 48 hours after receipt of complaint for fresh goods and within 14 days for frozen goods. If the Supplier does not meet these deadlines either by himself or a representative, BPI A/S will decide if the complaint is acknowledgeable or unfounded.

If BPI A/S and the Supplier cannot agree on the outcome of the examination of the complaint a survey by an independent third party must be made and the conclusion must be followed by BPI A/S and the Supplier.

If the complaint from BPI A/S is acknowledged, the Supplier will cover all cost incurred in connection with handling the complaint directly or indirectly such as but not limited to, travel and accommodation, survey costs etc.

14. Product Liability.

Without time limitation the Supplier warrants that the delivered products do not have any defects which may cause product liability damage. The Supplier will indemnify BPI A/S against product liability and losses which can fully or partly be referred to such defects. The Supplier is obliged to let himself be summoned to the court or the court of arbitration examining claims for damages lodged against BPI A/S on basis of damage allegedly caused by the product.

The Supplier must take out a valid product liability insurance of a minimum equivalent to DKK 10 million. Proof of this product liability insurance must be presented in writing to BPI A/S upon request.

15. Invoices, Payment and Currency.

Payment and currency are according to order confirmation.

Claims Supplier may have against BPI A/S may not be deducted by the Supplier at any time.

16. Law, Venue, Partial Invalidity.

- i. 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.

- ii. If single clauses of above terms of purchasing should be wholly or partly invalid this will not affect the validity of other clauses or the remaining parts of such clauses respectively.