

General Terms and Conditions for Foreign Customers

General Terms and Conditions of SvineRådgivningen.

1. Area of Application

The present Terms and Conditions shall complement an agreement entered by SvineRådgivningen and the Customer and shall thus constitute an integral part of the contractual basis.

In the event of conflict between the present Terms and Conditions and an entered agreement, the terms of said agreement shall apply.

In the event of conflict between the present Terms and Conditions and the Customer's terms and conditions, order confirmations, and/or other conditions, if any, the present Terms and Conditions shall apply.

2. Changes

Any changes and/or clarifications to the original contractual basis shall be made in writing.

The burden of proof shall lie with the party claiming to have an agreement of change and/or clarification to the original contractual basis.

Basically, any changes to the services provided by SvineRådgivningen described in the agreement shall be considered a mutual termination of agreement regards the service in question and an entering of a new agreement as regards the service requested by the Customer. Please refer to section 3 on notice of termination and section 5 on price.

3. Termination

Either party may terminate the agreement upon five (5) calendar days' notice.

Within the framework of any deadline as set up in the agreement, SvineRådgivningen shall freely

decide the planning of the assignment. In the event of termination or rescindment of the agreement, SvineRådgivningen shall be entitled to receive remuneration for the work already performed and/or for the work planned by SvineRådgivningen internally to be performed before rescindment or expiration of the notice of termination.

Also, the Customer shall be obligated to reimburse SvineRådgivningen any changes that SvineRådgivningen in view of performance of the assignment may have committed to vis-à-vis any third party prior to termination or rescindment of contract.

4. Authorization

The person specified as contact to the Customer shall be authorized, on behalf of the Customer, to dispose in any respect in matters regarding the agreement.

If more persons are specified as contacts, the above shall apply to each of those contacts.

5. Remuneration

In case of *settlement according to estimate* the following shall apply:

In the event that the real time consumption for performance of the assignment is foreseen to significantly exceed the estimated time consumption, SvineRådgivningen shall notify the Customer hereof. Notification must be made by SvineRådgivningen at their earliest convenience after foreseeing a significant exceeding.

Subsequently, the Customer and SvineRådgivningen shall discuss whether the revised estimate time consumption should be accepted or the services to be delivered by

SvineRådgivningen should be adjusted. In all circumstances, the Customer shall be obligated to pay for the time spent already on the assignment.

The above shall also apply if the performance of the assignment implies payment of costs a level significantly exceeding the level foreseen at the time of entering the agreement.

In case of a *fixed-price agreement* the following apply:

The agreed fixed price shall solely comprise the delivery of services specifically agreed by SvineRådgivningen, cf. the entered agreement.

In the event of services not specified in the description of SvineRådgivningen services to be delivered, the services in question shall not be comprised by the fixed-price agreement. If said service are delivered by SvineRådgivningen anyway upon agreement with the Customer, these services shall be settled separately.

6. Payment

Settlement shall take place upon completion of the assignment.

Payment terms are 15 days net.

After due date SvineRådgivningen's receivable accrue interest on arrears, cf. the Danish Interest Act, Article 5, section 1.

7. Confidentiality and Personal Data

SvineRådgivningen shall not accept any restrictions of competition due to or because of the assignment.

SvineRådgivningen undertakes to observe confidentiality regarding all material/data and information about the Customer, being made known to SvineRådgivningen as part of the assignment.

SvineRådgivningen shall be entitled to use general, non-confidential information, achieved during the assignment in other connections and for other assignments.

The handling and processing of personal data as part of the assignment performance shall be in accordance with Danish law.

8. Material

The Customer shall be entitled to use the material prepared by SvineRådgivningen as part of the assignment to the extent contemplated in the agreement. All intellectual property rights arising out of SvineRådgivningen's performance of the agreement shall belong to SvineRådgivningen.

In the event of termination or rescindment of the agreement, the Customer shall be entitled to delivery of the material prepared but not yet completed by SvineRådgivningen on condition that the Customer has met his payment obligations.

In all circumstances, the name of SvineRådgivningen must not be used in connection with the application of delivered, not yet completed material and SvineRådgivningen cannot be held responsible for any errors and/or omissions in the material.

9. Liability – liability for delay, for defects and product liability.

SvineRådgivningen shall be liable for the services provided in accordance with the general rules of Danish law.

In all circumstances, SvineRådgivningen's liability is limited in regard to amount to the effect that damages can never exceed DKK 10 million per assignment.

In the event that SvineRådgivningen is liable for a loss for which other advisers/consultants and /or the like are liable too, SvineRådgivningen's

liability can under no circumstances exceed the lowest amount to which the other advisers/consultants and/or the like have limited their liability.

If the assignment concerns:

- preparation of budgets and budget follow-up
- environmental check, animal welfare check or similar

the liability of SvineRådgivningen cannot exceed 10 times the payment for the assignment.

SvineRådgivningen is not liable for loss on operations, loss of profits, loss of data, loss of goodwill, or any other indirect loss and/or non-financial loss.

SvineRådgivningen is not liable for errors made by other advisers/consultants and/or the like referred to by SvineRådgivningen, nor for errors made by sub-suppliers, engaged by SvineRådgivningen to perform part of the assignment according to agreement made with the Customer.

The Customer may make claims against SvineRådgivningen only; not against individual SvineRådgivningen employees.

SvineRådgivningen cannot be held liable for claims resulting from false, misleading, or incomplete information, data or documentation provided by others than SvineRådgivningen.

SvineRådgivningen is not liable to other parties (including third parties) taking advantage of or making use of or achieving access to the services delivered by SvineRådgivningen. The Customer shall be obligated to reimburse SvineRådgivningen, not only in the event of any liabilities, losses, expenses or other costs incurred in connection with claims from such other parties, but also in the event of claims raised

against SvineRådgivningen due to the Customer's breach of the agreement.

10. Applicable Law and Jurisdiction

Disputes in regard to SvineRådgivningens services, the entered agreement, and/or the present Terms and Conditions shall be governed by Danish law excluding the Danish choice of law rules and CISG.

If the Customer claims to have suffered a financial loss due to SvineRådgivningen's services, the Customer shall submit his claim to the Damages and Liability Department, Agro Food Park 15, Dk-8200 Aarhus N.

Legal proceedings related to SvineRådgivningen's services, the entered agreement and/or the present Terms and Conditions shall be brought before the District Court of Herning, Denmark.

This is an English version of the original Danish version of the General Terms and Conditions. In case of conflict between the English and the Danish version, the Danish version shall apply.