

# **DTL A/S' terms and conditions**

**Terms and conditions for purchase, sale and transport of piglets and breeding animals in Denmark, export and abroad.**

**Latest updated May 13, 2020**



## CONTENTS

---

1	General terms and conditions .....	4
1.1	Application, general and individual terms.....	4
1.2	Agreements entry into force, duration, change and termination.....	4
1.2.1	Entry into force and duration .....	4
1.2.2	Notices of changes or termination .....	4
1.3	Quality and health status.....	4
1.3.1	Duty of notification.....	5
1.4	Delivery, receipt and rejection .....	5
1.5	Transport, delivery clauses and passing of risk .....	5
1.5.1	Time and special requirements .....	5
1.5.2	Loading and unloading conditions.....	5
1.5.3	Bedding and other things .....	6
1.5.4	Facilities available.....	6
1.5.5	Weighing.....	6
1.5.6	Delivery clauses and risk transition .....	6
1.5.7	Documents.....	7
1.6	Report to CHR about moving pig/breeding animals.....	7
1.7	Payment terms for buying and sale.....	7
1.7.1	Interest and fee .....	7
1.8	Retention of title.....	7
1.9	Failure of the agreement .....	7
1.10	Exemption of liability .....	8
1.11	Force majeure.....	8
1.12	Termination or conveyance of agreement .....	8
1.13	Mortgage, bankrupt, reorganization proceedings .....	8
1.14	Decisions and disputes .....	9
1.15	DTL A/S approvals and registrations.....	9
2	Special terms and conditions for trading with breeding animals.....	10
2.1	Minimum weight requirements.....	10

2.2	Vaccinations.....	10
2.3	Price .....	10
2.4	Ear tags .....	10
2.5	Royalties .....	10
2.6	Transport .....	11
2.7	Differences of age.....	11
2.8	Complaints.....	11
2.8.1	Visible defects at delivery.....	11
2.8.2	Lack of heat.....	11
2.8.3	Lack of gestating .....	11
2.8.4	Missing teats.....	11
2.8.5	Other complaints.....	11
3	Special terms and conditions for trading with piglets.....	12
3.1	Price and quantity.....	12
3.1.1	Extracted pigs by veterinary authorities.....	12
3.1.2	Weight .....	12
3.2	Ear tags .....	12
3.3	Duty of inspection and complaints .....	12
3.3.1	Complains deadlines.....	12
3.3.2	Hernia .....	12
3.3.3	Tail length .....	12
3.3.4	Tail bite .....	13
3.3.5	Boars/half boars .....	13
3.3.6	Other complaints.....	13

# 1 GENERAL TERMS AND CONDITIONS

---

## 1.1 APPLICATION, GENERAL AND INDIVIDUAL TERMS

Terms and conditions include the general terms of purchase and sale. The terms and conditions apply to agreements regarding piglets and breeding animals. The terms and conditions apply to trades both within, across and outside Denmark's borders. The agreements may indicate individual terms.

All terms of trade can be waived by written agreement.

The terms of trade will be updated regularly, the latest version is always available on our website [www.dtl-as.dk](http://www.dtl-as.dk).

The terms of trade are divided so that the general terms and conditions apply to all agreements in which DTL A / S is a party. In addition, there are special conditions for agreements regarding breeding animals and piglets respectively.

## 1.2 AGREEMENTS ENTRY INTO FORCE, DURATION, CHANGE AND TERMINATION

These terms and conditions apply to all agreements where DTL A/S is a party.

An agreement can either be entered as a bipartisan agreement where DTL A/S is Buyer or Seller, or a tripartite agreement where the parties are both Buyer, Seller and DTL A/S.

All the above agreements will subsequently be referred to as the Agreement.

### 1.2.1 Entry into force and duration

The entry into force and duration of the Agreement are agreed in writing between the parties. The Agreement will as a rule become effective when all parties have signed.

Order confirmations become effective when it is sent from DTL A/S.

Oral agreements become effective upon conclusion.

### 1.2.2 Notices of changes or termination

A party must notify any changes or termination of the Agreement, without incurring liability, with a notice specified in the Agreement. If nothing is stated, changes and termination must be notified 3 months before.

All notifications of changes or termination must be hand in, in writing to DTL A/S, either per. mail or by e-mail. DTL A/S will then confirm the receipt.

## 1.3 QUALITY AND HEALTH STATUS

All pigs are affiliated with a breeding and health system which makes the pigs marketable. The pigs that are not free from scab, louse, dysentery and diarrhea and visible imperfection can be rejected by DTL A/S.

All delivered pigs must be labeled in accordance with the agreed rules. The supplier herd must observe the established rules by SPF-SUS.

The delivered pigs must be healthy and in good condition at delivery.

### **1.3.1 Duty of notification**

The seller is obliged to inform of the official health status of his herd, as well as known SPF-illnesses or SPF-illnesses with unknown reason, before the agreement is concluded. The seller is also obliged to inform about changes in the health status of his herd. If the seller announces changes in the health status of its herd, DTL A/S and/or the buyer may choose whether they will accept the new health status and continue the agreement, or not accept the new health status and resign from the agreement. Seller is unable to resign from the agreement based on the change in the health status.

If the health rules have been breached, and an outbreak is subsequently found at the buyer, with a disease that can be attributed to conditions at the seller, the seller is obliged to compensate the buyer for any losses that may arise. The buyer is obliged to limit the damage to the greatest extent possible.

## **1.4 DELIVERY, RECEIPT AND REJECTION**

The seller must deliver the agreed quantity at the agreed time and that all pigs suitable for transport. The buyer is obliged to purchase the agreed quantity at the agreed time.

DTL A/S is entitled to reject pigs from the seller, who is considered not to comply with the agreement and is not considered suitable for transport.

## **1.5 TRANSPORT, DELIVERY CLAUSES AND PASSING OF RISK**

It is DTL A/S's responsibility that the transport of live pigs is carried out in accordance with the current transport rules. DTL A/S will as a rule transport all pigs, although DTL A/S can use other approved transport companies if this is necessary.

### **1.5.1 Time and special requirements**

DTL A/S can plan when the transport will take place in order to fulfill the agreement. All parties must be informed immediately of any delay.

It is the responsibility of both the seller and the buyer to ensure that the pigs can be loaded and unloaded within a reasonable time. If this is not possible, DTL A/S may charge a fee to cover the extra time involved.

If the seller or buyer makes special requirements in connection with the transport, loading or unloading this must be notified at the latest at the signing of the agreement.

### **1.5.2 Loading and unloading conditions**

It must be possible to entrance and exit at loading and unloading on solid, stable and plain ground in all kinds of weather. There must be space around the loading and unloading area, for the truck to maneuver around, without obstruction from trees, buildings and the like.

There must be space for the driver's movements around the truck in connection with the loading and unloading area, as well limb, door or steps, which ensure the driver easy access to the loading and unloading facilities.

There must be a platform of reasonably sized cement that must be clean at the point of loading and unloading area for the driver to use for change of clothes.

The seller and buyer must provide at least one person for the loading and unloading of pigs and sign a purchase agreement/delivery note.

### **1.5.3 Bedding and other things**

DTL A/S bring bedding and reserves the right to charge of this.

The buyer is obliged to receive bedding and fertilizer from the truck.

### **1.5.4 Facilities available**

Both the seller and the buyer must provide facilities for the driver's personal hygiene (water for washing hands and boots, etc.).

The buyer must be provided with a washing site with a firm bottom, for washing the truck. A water supply must also be provided, which must supply at least 30 liters/minute.

For direct export there must be the necessary facilities, such as: computer with internet access and printer available. However, if direct export from the seller is to take place, this will be agreed between the partners.

### **1.5.5 Weighing**

Both the seller and the buyer are aware that DTL A/S's cars are not all equipped with type-approved weights, and that the weights are therefore not subject to regular official checks. The weight precision is only checked according to instructions prepared internally at DTL A/S. This is accepted by both the seller and the buyer, who then waive the right to challenge the weighing that is the basis for each settlement, unless DTL A/S is advertised within 24 hours after the pigs are picked up by the seller or received by the buyer respectively. Unless otherwise agreed, it is basically the purchase weight, which applies as the sales weight.

### **1.5.6 Delivery clauses and risk transition**

All delivery clauses are interpreted in accordance with the applicable version of INCOTERMS, which is in effect at the time of delivery.

As seller of pigs to DTL A/S, the delivery clause EXW (Ex Works) is used for the transport of the pigs. This means that the risk to the pigs' well-being passes to DTL A/S when the pigs are loaded on DTL A/S's own trucks, or a carrier organized by DTL A/S.

If the buyer of the pigs at DTL A/S, itself picks up the pigs or a carrier organized by the buyer, the risk passes to the buyer by loading either at the herd address or at the assembly centers.

However, the seller of the pigs carries the risk if the pigs' accidental destruction or depreciation was due to the seller's circumstances.

### **1.5.7 Documents**

The seller must, by export, hold a valid export owner's declaration issued by his veterinarian, as well as other necessary documents to complete the export to the country concerned. The seller must have the necessary approvals on direct export.

Logs, traces and the like for export is prepared by DTL A/S, as well as booking a veterinarian.

## **1.6 REPORT TO CHR ABOUT MOVING PIG/BREEDING ANIMALS**

Seller and buyer have given DTL A/S power to report this transfer to the Danish Food and Agriculture Administration, cf. Act of labeling, registration and transfer of cattle to pigs, sheep or goats.

## **1.7 PAYMENT TERMS FOR BUYING AND SALE**

The currency for transactions within Denmark's borders is paid/charged in Danish kroner. The currency for transactions outside Denmark's border is paid/charged in Euro. When converting to Euro, the exchange rate is 7,42.

The payment and settlement deadline are agreed between the parties upon the conclusion of the agreement.

### **1.7.1 Interest and fee**

If the payment deadline is default, DTL A/S has the right to impose 1.50 % interest per month and a fee of DKK 200,00 / EUR 30,00 per dunning letter.

DTL A/S may request a prepayment or Bank guarantee before a delivery takes place. In these cases, the buyer cannot claim interest and fees.

## **1.8 RETENTION OF TITLE**

DTL A/S has the property right of the delivered pigs until the full purchase price including interest, fee and other costs have been paid.

If the buyer has not paid for the live pigs within 14 days of due date, DTL A/S has the right to collect the live pigs with or without bailiff. The buyer is obliged to compensate for any loss resulting from the return of live pigs.

## **1.9 FAILURE OF THE AGREEMENT**

An agreement is in default if one of the parties default the agreement in accordance with the general rules of Danish law. However, an agreement is also considered to be in default of one of the parties does not comply with these terms and conditions as well as what may have been agreed in the agreement.

### **1.10 EXEMPTION OF LIABILITY**

DTL A/S cannot at any time be held responsible for the indirect loss or damage of the other parties.

### **1.11 FORCE MAJEURE**

The following circumstances provide a right for the parties to postpone or cancel the agreement without being liable for damages. These circumstances are characterized by external and unpredictability.

- Fire on buyer's or seller's herd
- Strikes, lockouts or blockades, both where the parties are parties to the case or the cause of these circumstances.
- Closed borders.
- War, riots, epidemics or similar outbreaks.

Force majeure must be invoked in writing to all parties to the agreement and without undue delay.

### **1.12 TERMINATION OR CONVEYANCE OF AGREEMENT**

If the buyer or seller sells his property and/or herd or there is a generational change, this shall transfer rights and obligations to the new owner, if DTL A/S accepts this transfer. If DTL A/S does not accept this transfer, the former owner of the property and/or herd is responsible for the compliance of the agreement and the notice of termination in article 1.2.2 applies.

If the buyer or seller changes company form and wishes to transfer rights and obligations to the new company, this transfer must be accepted by DTL A/S. If DTL A/S does not accept this transfer, the former company is responsible for the compliance of the agreement and the notice of termination in 1.2.2 applies.

If the buyer or seller pass away, the agreement shall terminate immediately.

### **1.13 MORTGAGE, BANKRUPT, REORGANIZATION PROCEEDINGS**

If the buyer's or seller's herd is taken into a mortgage, the agreement will terminate immediately. If the mortgagee wishes to enter into an agreement with DTL A/S, this must be renegotiated.

If the buyer or seller is declared bankrupt, the agreement will terminate immediately. If the trustee of the bankruptcy estate wishes to enter into the agreement, the trustee must, without undue delay, notify this in writing by mail or letter to DTL A/S. However, DTL A/S reserves the right to refuse entry into the agreement.

If the buyer or seller is taken under reorganizations proceedings, article 12o of the Danish law of bankruptcy applies.

## 1.14 DECISIONS AND DISPUTES

In case of disputes between the parties, Danish law is followed and if it is to be decided by a court, the jurisdiction is Sønderborg in Denmark.

These terms and conditions have been translated into German and English, but the Danish language version will always take precedence over the other versions in case of difference between the Danish version and the other language versions.

## 1.15 DTL A/S APPROVALS AND REGISTRATIONS

DTL A/S has CVR-no. 15113685

Industrivej 44, 6330 Padborg CHR-no. er 071976

Kiskelundmarkvej 12, 6330 Padborg CHR-no. er 047724

The above addresses with associated CHR numbers are approved assembly centers.

SPF-Health Management has approved DTL A/S as SPF carrier.

DTL A/S is authorized by the Danish Veterinary and Food Administration to carry out the transport of pigs under no. DK-T2-17010, DTL A/S is also registered with the Danish Veterinary and Food Administration as an exporter of pigs.

DTL A/S is QS certified and approved according to Danish Transport Standard.

DTL A/S QS-ID. 404873705004

DTL A/S Standort-nr. 208000DK T2 12014

## 2 SPECIAL TERMS AND CONDITIONS FOR TRADING WITH BREEDING ANIMALS

---

### 2.1 MINIMUM WEIGHT REQUIREMENTS

The following is the minimum weight for the weeks in question.

- 16 weeks 45 kg
- 18 weeks 55 kg
- 20 weeks 65 kg
- 22 weeks 75 kg
- 24 weeks 85 kg
- 26 weeks 95 kg

### 2.2 VACCINATIONS

The following are requirements for vaccinations in Danish herds, both for sale in Denmark and for export:

Glässer:	2 times with at least 2 weeks interval. Second vaccination at least 8 days before delivery.
Parvo:	1 time when the pig is 26 weeks, 2 times if the pig is 29 weeks or more.
Other vaccinations:	Only if agreed.

Requirements for vaccinations by foreign herds are agreed between the parties at the conclusion of an agreement.

### 2.3 PRICE

All F1 gilts will be charged to the listing that matches their health status during the delivery week, unless otherwise agreed. Boars are paid as arranged in the agreement.

Sales fees are always paid according to the rates determine. The buyer pays the freight unless otherwise agreed.

Quantity and price agreements must be complied with. Deviations can only be made by mutual agreement.

### 2.4 EAR TAGS

As a rule, the seller must mount approved yellow ear tags with the herd or origin herd's CHR number on all sold pigs, unless otherwise agreed.

### 2.5 ROYALTIES

The buyer always pays the applicable Royalties rate.

## 2.6 TRANSPORT

For transport Denmark-Denmark, only SUS-approved trucks are used, unless otherwise agreed.

When transporting for export, both SUS-approved trucks and open cars are used, seller must agree to unload to open trucks.

## 2.7 DIFFERENCES OF AGE

An age deviation from the agreement of +/- 1 week is accepted without advertising.

If seller is unable to deliver the agreed number of pigs, with the agreed age, seller is obliged to notify DTL A/S as soon as possible.

## 2.8 COMPLAINTS

The rules set out in sections 2.8.1 – 2.8.5 apply to complaints and compensation of breeding animals traded by DTL A/S, unless otherwise agreed in a written agreement.

### 2.8.1 Visible defects at delivery

Pigs who have visible defects at the time of delivery are compensate by the difference between the price of the gilt and the slaughter price. Visible defects must be reported within 24 hours of delivery.

### 2.8.2 Lack of heat

Pigs that do not get heated are compensate by the difference between the price of the gilt and the slaughter price. Lack of heat can be advertised at the earliest in the 47<sup>th</sup> week of living.

### 2.8.3 Lack of gestating

Pigs that do not become gestating are compensate by the difference between the price of the gilt and the slaughter price. Lack of gestating can be advertised at the earliest in the 47<sup>th</sup> week of living.

### 2.8.4 Missing teats

Guaranteed that sold pigs have 13 working teats.

Each missing working teat is compensated with DKK 350,00. If there are fewer than 12 working teats the pig is compensate with DKK 1500,00.

Missing teats can only be advertised after the first farrowing and no later than 3 weeks after the first farrowing.

### 2.8.5 Other complaints

Other complaints are dealt with individually. Legitimate complaints are compensated by an amount the parties find reasonable. A compensation can never exceed the value of the sold pig at the time of delivery.

## 3 SPECIAL TERMS AND CONDITIONS FOR TRADING WITH PIGLETS

---

### 3.1 PRICE AND QUANTITY

Price and quantity are individually agreed upon in each agreement. Agreements on price and quantities must be observed. Deviations can only be made by mutual agreement.

The buyer as a rule pays the freight.

#### 3.1.1 Extracted pigs by veterinary authorities

Pigs rejected by the veterinary authorities are deducted from the seller's account. Destruction is payable by seller.

#### 3.1.2 Weight

Pigs should in principle have an average weight of 28-32 kg. With a weight spread of +/- 5 kg.

If pigs in addition to this weight interval are included, they are settled in relation to the maximum possible resale prices. If, in DTL A/S's estimation, there is no possibility of sale, the pig is not included.

### 3.2 EAR TAGS

As a rule, the seller must mount approved yellow ear tags with the herd or origin herd's CHR number on all sold pigs, unless otherwise agreed.

### 3.3 DUTY OF INSPECTION AND COMPLAINTS

The rules set out in sections 3.3.1 – 3.3.6 apply to the complaint and compensation of piglets traded by DTL A/S, unless otherwise agreed in a written agreement.

#### 3.3.1 Complains deadlines

Complaints must be made to DTL A/S by the buyer immediately upon receipt of the pigs. Complaints about boars and half boars must be sent to DTL A/S within 14 days of the slaughter, as well as documentation including the time of the slaughter.

#### 3.3.2 Hernia

The sales manager determines on the spot whether any occurrence of hernia has such an extent that the pigs should be rejected. If such pigs are included, account will only take place at the highest achievable price for both seller and the buyer. In addition, no further claims can be made against DTL A/S.

#### 3.3.3 Tail length

All pigs must be tail-cupped (at least 1/3 of the tail should be removed). If this has not happened, the highest resale price is settled. If, in DTL A/S's estimation, there is no possibility of sale, the pigs are not included.

Alle grise skal være halekuperede (min. 1/3 af halen skal aftages). Hvis dette ikke er sket, afregnes til højest opnåelig videresalgpris. Hvis der efter DTL A/S' skøn ikke er mulighed for afsætning medtages grisen ikke.

### 3.3.4 Tail bite

If fresh tail bites, scabies or scars after castration are found, the pigs concerned are not included. If DTL A/S accidentally still includes one or more of such pigs, these are settled at the highest achievable resale price. In addition, no compensation or claims can be made.

### 3.3.5 Boars/half boars

When trading in Denmark, boars and half boars are regulated by DKK 150,00 per head. if these are found by loading from the seller or unloading by the buyer. For export, the full value of the pig is deducted if it is found by loading/unloading or by documentation from the slaughterhouse.

### 3.3.6 Other complaints

For pigs with other defects, the sales manager may deduct an amount at his own discretion when settling against the seller and the buyer.

