

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

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

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# 1 GENERAL TERMS AND CONDITIONS

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## 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 individual 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 GENETICS A/S is a party.

An agreement can either be entered as a bipartisan agreement where DTL GENETICS A/S is Buyer, Seller or carrier, or a tripartite agreement where the parties are both Buyer, Seller and DTL GENETICS 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 become effective when all parties have signed.

Order confirmations become effective when it is sent from DTL GENETICS 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 GENETICS A/S, either per. mail or by e-mail. DTL GENETICS A/S will then confirm the receipt.

## 1.3 QUALITY AND HEALTH STATUS

All pigs must be affiliated with a breeding and health system which makes the pigs negotiable. The pigs that are not free from scab, louse, dysentery and diarrhea and visible imperfection can be rejected by DTL GENETICS 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 DANISH product standard**

All danish Buyer and Seller must have a valid DANISH authorization. If a danish Buyer or Seller loses their DANISH authorization, DTL GENETICS A/S must be inform immediately in written. All Agreements with that part will terminate immediately.

#### **1.3.2 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 GENETICS 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 make sure that all pigs suitable for transport. The buyer obliged to purchase the agreed quantity at the agreed time.

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

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

DTL GENETICS A/S can plan when the transport will take place 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 GENETICS 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 GENETICS 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 GENETICS 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 GENETICS 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 GENETICS 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 GENETICS 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 GENETICS A/S when the pigs are loaded on DTL GENETICS A/S's own trucks, or a carrier organized by DTL GENETICS A/S.

If the buyer of the pigs at DTL GENETICS A/S, itself picks up the pigs or a carrier organized by the buyer, the delivery clause EXW (Ex Works) apply, the risk passes to the buyer by loading either at the herd address or at the assembly centers.

If DTL GENETICS A/S transport the pigs on their own trucks or a carrier organized by DTL GENETICS A/S to the Buyer, the delivery clause DAP (Delivered at place) applies. It means that the risk passes to the Buyer at delivery on the agreed place.

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 GENETICS A/S, as well as booking a veterinarian.

If the Buyer transport the pigs or a carrier organized by the Buyer, the Buyer will be state as organizer in all transport documents and journey logs. The Buyer must always give DTL GENETICS A/S all the necessary power of attorney to make these documents.

## **1.6 PRESCRIPTION MEDICATION**

At the contracting, the Seller has informed the Buyer that the pigs covered by the contract may have been treated with prescription medicine with a retention period and that the pigs are therefore, for the sake of food safety, subject to a retention period of min. 60 days from the date of sale.

### **1.7 TAIL DOCKING**

DTL GENETICS A/S reserve the right to demand that pigs arranged by DTL GENETICS A/S, must be tail docked under existing laws, if the Buyer of the pigs do have det necessary documentation for the necessity of this.

## **1.8 REPORT TO SVINEFLYTTEDATABASEN ABOUT MOVING PIG/BREEDING ANIMALS**

Seller and buyer gave given DTL GENETICS 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.

## **1.9 NOTICE REGARDING QUARANTINE STABLES TO SUNDHEDSSTYRINGEN**

If DTL GENETICS A/S or a carrier organized by DTL GENETICS A/S has transported pigs to an approved quarantine stable, the Buyer has authorized DTL GENETICS A/S to notify Sundhedsstyringen that pigs have been placed in an approved quarantine stable.

## **1.10 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.

DTL GENETICS A/S guarantees Seller payment for all pigs delivered to DTL GENETICS A/S. However, DTL GENETICS A/S reserves the right to withhold the payment amount if there is anything else outstanding between the parties for any deduction.

DTL GENETICS A/S has the right to request a prepayment or a Bank guarantee before a delivery takes place. If the Buyer cannot fulfill this, DTL GENETICS A/S has the right to refuse to sell the pigs to the Buyer.

### **1.10.1 Interest and fee**

If the payment deadline is default, DTL GENETICS 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.

If the Buyer makes a prepayment or provides a Bank guarantee, the Buyer cannot demand payment from DTL GENETICS A/S for interest, fees and other costs.

## **1.11 RETENTION OF TITLE**

DTL GENETICS 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 GENETICS 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.

## **1.12 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.



### **1.13 EXEMPTION OF LIABILITY**

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

### **1.14 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, pandemics, or similar outbreaks.

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

### **1.15 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 GENETICS A/S accepts this transfer. If DTL GENETICS 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 GENETICS A/S. If DTL GENETICS 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.

### **1.16 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 GENETICS 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 GENETICS A/S. However, DTL GENETICS 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.

## **1.17 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.

## **1.18 PRIVACY POLICY**

When you are a customer of DTL GENETICS A/S, we have information about you and your company. We treat this information with confidentiality. The purpose of this information is to be able to serve our customers in the best possible way, the information is used, among other things, in invoicing, accounting, transport planning and trading with pigs.

We process the following information about our customers:

- Contact Information
- Delivery addresses
- Bank details
- Order history

The legal basis for our processing of your personal data follows from:

- Article 6 (1) (b) of the General Data Protection Regulation: Processing is necessary for the performance of a contract to which the data subject is a party or for the implementation of measures taken at the data subject's request prior to the conclusion of a contract.

Where your personal information comes from:

- The information we have, we collect from you when you become a customer as well as from publicly available sources e.g., <https://datacvr.virk.dk/data/>

Recipients or categories of recipients:

We pass on your personal information to the following recipients:

- Public authorities
- Accountant

- Credit insurance

#### Storage of your personal information

- We store your personal information for as long as is necessary for us to fulfill the purposes stated above. However, it may be necessary for us to store and process your information longer if we are obliged or entitled to do so in relation to legislation.

#### **Your rights**

Under the General Data Protection Regulation, you have several rights in relation to our processing of information about you.

If you want to make use of your rights, please contact us.

##### Right to see information (right of access)

You have the right to gain insight into the information we process about you, as well as several additional information.

##### Right to rectification (correction)

You have the right to have incorrect information about yourself corrected.

##### Right to delete

In special cases, you have the right to have information about you deleted before the time of our general deletion occurs.

##### Right to limitation of processing

In certain cases, you have the right to have the processing of your personal data restricted. If you have the right to have the processing restricted, we may in future only process the information - apart from storage - with your consent, or for the purpose of establishing, enforcing or defending legal claims or to protect a person or important public interests.

##### Right to opposition

In certain cases, you have the right to opposition to our or lawful processing of your personal data.

You can also object to the processing of your information for direct marketing.

##### Right to transmit information (data portability)

In certain cases, you have the right to receive your personal information in a structured, commonly used, and machine-readable format and to have this personal information transferred from one data controller to another without hindrance.

You can read more about your rights in the Danish Data Protection Agency's guide to the data subjects' rights, which you will find at [www.datatilsynet.dk](http://www.datatilsynet.dk).

#### Complaint to the Danish Data Protection Agency

You have the right to file a complaint with the Danish Data Protection Agency if you are dissatisfied with the way we process your personal data. You will find the Danish Data Protection Agency's contact information at [www.datatilsynet.dk](http://www.datatilsynet.dk).

### **1.19 DTL GENETICS A/S APPROVALS AND REGISTRATIONS**

DTL GENETICS 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 GENETICS A/S as SPF carrier.

DTL GENETICS A/S is authorized by the Danish Veterinary and Food Administration to carry out the transport of pigs under no. DK-T2-22019, DTL GENETICS A/S is also registered with the Danish Veterinary and Food Administration as an exporter of pigs.

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

DTL GENETICS A/S QS-ID. 404873705004

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

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

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### 2.1 MINIMUM WEIGHT REQUIREMENTS

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

Age in days/weeks	Minimum weight	Ideal weight	Maximum weight
98 days/14 weeks	37 kg	44 kg	53 kg
112 days/16 weeks	44 kg	53 kg	65 kg
126 days/18 weeks	54 kg	65 kg	76 kg
140 days/20 weeks	63 kg	76 kg	87 kg
154 days/22 weeks	73 kg	87 kg	98 kg
168 days/24 weeks	83 kg	98 kg	110 kg
182 days/26 weeks	93 kg	110 kg	120 kg
196 days/28 weeks	100 kg	120 kg	130 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.

### 2.3 REQUIREMENTS FOR VACCINATIONS FOR FOREIGN HERDS ARE AGREED BETWEEN THE PARTIES UPON CONCLUSION OF THE AGREEMENT **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.

### **2.3.1 Extracted pigs by veterinary authorities**

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

## **2.4 EAR TAGS**

### **2.5 SELLER MUST ALWAYS FOLLOW SET OF RULES FROM DANISH PIG GENETICS ABOUT APPROVED EAR TAGS. 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 non-SPF approved trucks are used, seller must agree to unload to a non-SPF approved 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 GENETICS 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 GENETICS A/S, unless otherwise agreed in a written agreement. DTL GENETICS A/S receive the right to deduct the following complaints by the supplier of the pigs.

### **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 compensated 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**

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### **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 pay the freight unless otherwise is agreed.

DTL GENETICS A/S reserves the right to charge a fee for invoicing.

#### **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 GENETICS 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 GENETICS A/S, unless otherwise agreed in a written agreement. DTL GENETICS A/S receive the right to deduct the following complaints by the supplier of the pigs.

#### **3.3.1 Complains deadlines**

Complaints must be made to DTL GENETICS A/S by the buyer immediately upon receipt of the pigs.

Complaints about boars and half boars must be sent to DTL GENETICS A/S within 14 days of the slaughter, as well as documentation including the time of the slaughter.

#### **3.3.2 Hernia**

DTL GENETICS A/S 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 GENETICS A/S.



### **3.3.3 Tail bite**

If fresh tail bites, scabies or scars after castration are found, the pigs concerned are not included. If DTL GENETICS 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.

### **3.3.4 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.

### **3.3.5 Other complaints**

For pigs with other defects, DTL GENETICS A/S may deduct an amount at his own discretion when settling against the seller and the buyer.