

Purchase-, sales- & delivery terms

for

Interpork Trading ApS and Interpork Poland Spółka

1. Introduction

These purchase-, sales- and delivery conditions are current per 1st of March 2013. Interpork ApS and Interpork Poland Spółka (hereinafter Interpork) reserves the right to change the current purchase, sale and delivery conditions without notice.

2. Contractual basis

These purchase-, sales- and delivery conditions are mutually applicable to all trades made with Interpork, unless otherwise expressly agreed with Interpork. Interpork is not bound by the terms set forth by the Seller, which differ from these purchase-, sales- and delivery conditions, regardless of the Interpork do not object to such terms. Please also refer to the Sale of Goods Act to the extent that such rules are not waived in Interpork's order confirmations or these terms.

For agreements, apply order confirmation, this purchase-, sales- and delivery and Sale of Goods Act mandatory rules, in that order.

3. Conclusion of the agreement

Interpork is an intermediary between the seller and a foreign or Danish pig producer, the latter hereinafter referred to as Buyer.

Contracts for the purchase of pigs are binding when the contract is signed by both parties and the parties in accordance with the content from the signing date. Interpork has the option to cancel the contract without liability if Interpork within 30 days from conclusion of the contract is not entered into a binding agreement with a purchaser.

The order confirmation is binding from dispatch from Interpork. If Seller makes no objections within 3 days from dispatch from Interpork, the order confirmation is valid for both parties.

Continuously agreements are binding, when the contract is signed by both parties. Continuously agreements means contracts with a notice period. Interpork has the option to cancel the contract without liability if Interpork, within 30 days from the signing date, has not entered into a binding agreement with a purchaser.

4. Quality

Seller warrants that the pigs are of the race and quality specified in the order and to the pigs' health status is as shown in order confirmation, the official services health status of SPF health status (www.spfportalen.dk). Similarly, the Seller for all pigs, at the time of delivery, do not have any form of hernia, open wounds after castration, tail biting, ear sucking, flank or the like, have boils, cuts, blood blisters, rectum prolapsed, is narrow, limp, humpback moved, has wither or otherwise is sickly and failure to thrive. Any tail docking should be made according to BKG 2003-05-06 No. 324, as amended. Especially for breeding pigs: Breeding stock that is traded through Interpork is Danavl breeding pigs, which must be labeled in accordance with Danish Pig Production "Guidelines for breeding and propagation."

Vaccinations must be made before delivery and according to VSP's rules on vaccination.

Especially for piglets: Piglets traded through Interpork is three raced pigs.

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Vendor agrees to have an effective quality control and thus vouch that the delivered pigs live up to the present purchase, selling and delivery conditions specified quality requirements and the original contract health status.

5. Health Status

Seller has an obligation to inform the official health status. Interpork applies the SPF system (SuS). If Seller is not part of SuS system, seller must specify health status documented by updated blood tests. Seller is obliged to keep Interpork informed of any change / suspected change in health status. Seller warrants to the pigs' health status is consistent with the specified in the order. Interpork thus cannot be held responsible for documentation and information on health status.

Seller does also vouch for the animals' suitability for transport. Regardless of the seller's representations are Interpork, or his representative, is entitled to reject animals from transport which in its opinion unsuitable for carriage. The criteria for the suitability of the animals are determined by the Transport

Regulation (Council Regulation No 1/2005 of 22 December 2004).

If an animal does not live up to what is agreed in the order confirmation or Interpork's requirements for health status and quality for these purchase, sales and delivery terms, Interpork is not obligated to purchase the animal and are entitled to reject the animal at pickup, killing it during the veterinary inspection and to replace in this context expenditure, and Seller is not entitled to payment for the animal concerned.

If Interpork select to maintain the acquisition reduced purchase price equal to Interpork's reduction in gross margin as a result of the deficient animals.

Information on the health status of the agreement with the buyer or on the delivery note is given alone as orientation to the Buyer. Thus Interpork is not responsible for the documentation behind the information.

6. Documents and labeling

Seller warrants the delivery date of the valid export declaration to be issued to Interpork's representative.

All pigs must at the time of delivery be marked with the herd of origin CHR number on an approved ear tag, according to the always force for regulatory requirements (currently BKG 2012-04-27 # 374)

7. Infection, illness and death, etc.

Interpork is not liable for any direct or indirect losses incurred by Buyer as a result of undetected infection in the Seller's herd infection during incubation, infection incurred during transport or loading and other infections.

The death of an animal within 12 hours after the surrender to the Interpork is Seller liable to compensate Interpork with the animal's purchase price upon presentation of a valid death certificate.

8. Payment

Payment to Interpork must be available at Interpork's account on the agreed due date. Payment agreement is in USD, unless otherwise agreed. Any costs incurred by the Buyer. If the purchase sum is not paid by the due date, default interest will be calculated from the

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date when payment was due at a rate which currently is 4% per commenced month. Interpork does not accept responsibility for checks Seller has not addressed, crossed and signed before handing over to Interpork or his representative.

9. Retention of title

For all credit remain all the pigs and services Interpork's property until the Buyer has paid all related claims. Due to missing payment can Interpork choose to pick up the unpaid deliveries and claim the costs associated with this.

10. Settlement

Settlement price is in USD excluding VAT, but including the then-current production tax to Svineafgiftsfonden and the then current cost of veterinary supervision in accordance with BKG 2012-12-21 1369 (for payment in the food, feed and live animals, etc.). Pigs that are discarded by the State veterinarian shall not be settled. Interpork reserves the right to offset any cases of outstanding and overdue debts before settling.

11. Weight

The basis of settlement verified weighbridge in Denmark at the time of delivery, unless otherwise agreed. In the relation to the Buyer and Seller that means the time of delivery Ex Works at Seller. Settlement price is adjusted according to the agreed basis weight. Deviations from the base weight will be adjusted according to Danish Pig Production listing at time of delivery.

Piglets that weight 4 kg or more below the agreed minimum weight settled at 50% of the agreed price. Deviations less than 4 kg under the agreed minimum weight are given proportionate reduction. Pigs that weight more than 4 kg over the agreed weight is set at the agreed maximum price. There will not be paid for weight beyond agreed maximum weight.

12. Pick-up

Transportation subjects the then current rules for transport of animals, including space requirements per animal and the total weight per load. Provided that the pigs' deviates from what is agreed in the order confirmation in number, weight and size is Interpork, including his representative entitled to reject animals in order to comply with current regulations for transportation.

Seller must provide at least one person that will be available to assist with the loading, unloading and delivering appropriate amount of wood shavings after drivers estimate for bedding. For litter is wood shavings only accepted. Interpork is not liable for any delay if compared to the agreed pickup time of. Nor incur Interpork delay caused by late delivery due to delay by the Seller.

Any costs of export condition, veterinary, vision, preparation of traces and production tax to Svineafgiftsfonden organized by Inter Pork.

13. Access conditions

Seller respectively Buyer undertakes to ensure that the slip for the loading and unloading facilities can be made in well drained, stable and level surface regardless of weather conditions and the vehicle can be maneuvered without hindrance. In connection with the loading and unloading space shall be provided around the vehicle to drivers movements, including hatch / door, ensuring driver easy access to the dispensing facilities.

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14. Delivery

Seller and Interpork deliver ex works in accordance with Incoterms 2010.

15. Passing of risk

Seller bears the risk of pigs' accidental in time and deterioration until delivery has occurred, unless death or deterioration due to circumstances that demonstrably derived Seller. Delivery is deemed to have been made at the moment the goods are loaded on board the first means of transport which is provided by Interpork under the FCA Incoterms 2010.

However, the seller is still caring the risk in cases where public authorities is conducting control / killing of animals with regard to the conditions which are or may be conducted by Seller, if the public authorities find to or at the destination animals not fit for transport.

16. Force majeure:

Interpork reserves the right to exemption from liability for the following events if they cause deliveries to be delayed or hinder performance as agreed: strikes, lockouts, border closures, export and import ban, business relations disturbances, shortages of labor, veterinary restrictions that prevent the transport of pigs, war, civil unrest, natural disasters, commodity shortages, confiscation, currency restrictions, regulatory intervention and similar events beyond the control of the parties and which is likely to delay or prevent the parties' contractual fulfillment of the agreement. Under these circumstances Interpork has the right to fully or partially rescind any contract and withdraw any offers.

If parties want to declare their force majeure, this obliged to within 5 days of giving notice to the other party with proof of force majeure.

17. Complaints

Buyer must complain about defects immediately deficiency is recorded. If complaints are after this deadline Buyer forfeits the right to compensation.

The buyer is obliged by receiving to inspect and verify the quality of the delivered quantity pigs, before they enter the Buyer's herd. For visible defects, including quality and quantity missing, Buyer shall claim within 24 hours after delivery.

Buyer invoking defects in the delivered pigs must allow Interpork to have access to review the total delivery at the Buyer. If it is not possible to reach agreement on any deficiencies is Interpork entitled to collect the pigs delivered without Buyer can claim compensation.

Where undue claims are made, the Buyer is obliged to cover Interporks costs related to the review of the delivery.

If Interpork don't receive complaints of other deficiencies before 24 hours after delivery to the Buyer, or the Buyer refuse Interpork to inspect the delivery, there is no warranty and the Buyer forfeits the right to make shortage objections as well as the right to claim compensation.

18. Compensation

Pigs that do not live up to Interporks quality are compensated by the Seller with the full purchase price.

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L -, Y and hybrid gilts replaced by the Seller when they are 45 weeks of age if they cannot get pregnant. Boars that not before the 9 months have shown willingness to mate and ability, power, pop and fertilization accomplished semen, replaced by Seller. Compensation for breeding pig lack of pregnancy and boars' lack of fertilization skill is calculated as the purchase price less the slaughter value at time of slaughter.

19. Material violations or breach

At Seller's material breach this bound to keep Interpork indemnify and Interpork entitled to terminate any agreement with Seller without notice. A substantial breach is Seller's failure to provide information to Interpork a deterioration of the herd's health status or identification of undesirable infection.

20. Liability

Interpork as vendor is basically only liable to the extent Interpork can hold Seller responsible. To the extent Buyer / Seller suffers loss as a result of Interpork's failure or negligence is Interpork responsible under Danish law when it is Interpork ApS and Polish law when it is Interpork Poland Spółka. Such potential liability for Interpork must be argued within three months from the time the Seller/Buyer was or should have been aware that there had been made a responsible incur error of Interpork.

21. Recourse

If the Buyer claims against Interpork as seller, has Interpork redress against the Seller. If Seller claims against Interpork as a buyer, has Interpork redress against the Buyer. Except in cases where Buyer/Seller suffers loss as a result of Interpork's fault/negligence, Interpork pays only compensation if and when Interpork conferred redress against the Seller respectively Buyer and the redress liable paid.

22. Limitation of Liability

Interporks liability shall never exceed the purchase price of the pig or order the warrant liability relates. Interporks liability is capped at 5 million unless there is gross negligence. Interpork is in no way responsible for indirect losses such as loss of profits, loss of earnings, operating breakdown or other economic losses.

23. Governing Law and Venue

Any dispute shall be settled by the court in Aarhus, Denmark, in accordance with Danish law for Interpork ApS and Wrocławiu, Poland for Interpork Poland Spółka.

Interpork ApS, 1st of March 2013