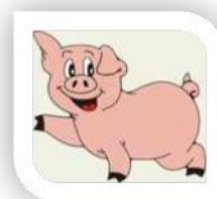
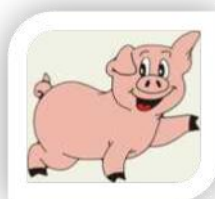
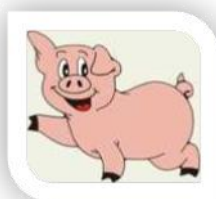
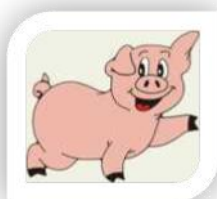


# SPF-Danmark's Terms of Business for Weaners

– general terms of purchase, sale and transport

in Denmark and for export

Valid from January 1, 2022



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## Content and layout of the Terms of Business

SPF-Danmark purchases weaners and sells them on. SPF purchases weaners from a Seller and sells them on to a Buyer. The Seller and the Buyer do not enter a contract with one another but with SPF via a Business Agreement.

These Terms of Business contain Terms of Purchase, which apply to SPF-Danmark's purchase of weaners, as well as Terms of Sale, which apply to SPF's sale of the same weaners.

The Terms of Purchase and Terms of Sale are contained in this document in two columns, ensuring that factors concerning the same conditions appear side by side.

A number of terms apply jointly to the relationships between SPF and the Seller and between SPF and the Buyer. Such Common Terms appear across both columns.

Words and phrases starting with capital letter(s) are defined in Appendix F.

Clause	Terms of Purchase	Terms of Sale
	<b>Common Terms</b>	
<b>1. Application, general and individual terms</b>		
1.1.	<p><b>These Terms of Business</b> determine the general terms that apply to any agreement with SPF on the purchase, sale or transport of weaners in Denmark or for export. Any deviation from the Terms of Business shall be expressly stated in the Business Agreement, cf. clause 1.4.</p>	
1.2.	<p>The Terms of Business comprise</p> <ul style="list-style-type: none"> <li>a) Terms of Purchase, which determine the legal position between SPF and the Seller,</li> <li>b) Terms of Sale, which determine the legal position between SPF and the Buyer, and</li> <li>c) Common Terms, which apply generally and mutually to all three Parties.</li> </ul> <p>Should the Seller have his own terms of sale and delivery or the Buyer have his own terms of purchase, said terms shall not be used unless they have been accepted in writing by SPF.</p>	
1.3.	<p>Where Pig Circle Contracts are concerned, the Terms of Business are accepted by each of the Parties adding their signatures to the Pig Circle Contract. Where Order Confirmations are concerned, the Terms of Business are accepted by passive acceptance, and this shall be emphasised in the Order Confirmation. Where verbal agreements are concerned, the Terms of Business are accepted when the agreement is entered into. In all cases, acceptance shall automatically apply to any subsequent changes, which SPF is entitled to make without notice. Such changes shall only be advertised on <a href="http://www.spf.dk">www.spf.dk</a> and SPF Portalen, where the current Terms of Business can be viewed.</p>	
1.4.	<p><b>The Business Agreement</b> contains specific conditions which shall apply to the Parties to the agreement. All agreements with SPF concerning the sale, purchase, Delivery and transport of weaners therefore take the form of a Business Agreement.</p>	
1.5.	<p>The Parties to a Business Agreement are SPF, the Seller and the Buyer, with SPF purchasing weaners from the Seller and selling them direct to the Buyer. The Seller's legal buyer is thus SPF, and the Buyer's legal seller is SPF. The Seller is thus the Supplier of the weaners while the Buyer is the Recipient.</p>	
1.6.	<p>A Business Agreement is entered into as either</p> <ul style="list-style-type: none"> <li>a) a Three-party Agreement in which Seller, SPF and Buyer are all Parties to the same agreement,</li> </ul> <p>or</p> <ul style="list-style-type: none"> <li>b) a Two-party Agreement in which SPF as the one Party enters into two separate agreements with the Seller and the Buyer respectively.</li> </ul>	
1.7.	<p>Business Agreements are of three types</p> <ul style="list-style-type: none"> <li>a) Pig Circle Contracts which are Three-party or Two-party Agreements used for ongoing Consignments of weaners.</li> <li>b) Order Confirmations, which are Three-party or Two-party Agreements used for pooled sales at short</li> </ul>	

Clause	Terms of Purchase	Terms of Sale
Common Terms		
	notice.	
	c) Verbal agreements, which are Two-party Agreements used for pooled sales at very short notice.	
<b>2. Commencement date, change and termination of Business Agreements</b>		
2.1.	<p><b>Commencement date</b></p> <p>a) Three-party Pig Circle Contracts shall commence when the Seller, the Buyer and SPF have signed the agreement, at the latest 7 working days (15 working days in the case of export) after the date on which the agreement was drawn up. SPF shall be entitled, without incurring any liability for compensation, to cancel its signed offer of purchase and sale pursuant to the issued Pig Circle Contract until the agreement has been signed by both the Seller and Buyer if notice of cancellation is given at the latest 14 working days (21 working days in the case of export) after the date on which the agreement was drawn up.</p> <p>b) Two-party Pig Circle Contracts shall commence when both Parties have signed the agreement. SPF shall be entitled, without incurring any liability for compensation, to cancel its signed offer of purchase and sale pursuant to the issued Pig Circle Contract until the agreement has been signed by either the Seller or the Buyer if notice of cancellation is given at the latest 14 working days (21 working days in the case of export) after the date on which the agreement was drawn up.</p> <p>c) Order Confirmations shall commence at 12:00 noon two working days after SPF has issued the Order Confirmation by Email to the Seller and/or the Buyer. The agreement shall not, however, commence if the Seller or the Buyer or SPF beforehand have submitted written objections to the content of the agreement. Objections from the Seller or Buyer shall be submitted by Email to SPF. Timely objection affects all three Parties and incurs no liability for compensation for any of the Parties.</p> <p>Verbal agreements shall commence as soon as they are entered into.</p>	
2.2.	<p><b>Notice of change</b></p> <p>Pig Circle Contracts can be changed or terminated – without incurring liability for compensation – by the Parties with the notice specified in the agreement. The period of notice is specified in months, but such that agreements are always terminated at the end of a week.</p> <p>Should a Pig Circle Contract be changed or terminated without the required notice, the other Parties shall be entitled to receive compensation / payment of fines pursuant to the conditions detailed in Appendix C.</p> <p>Order Confirmations and verbal agreements cannot be terminated, and any change or termination shall give the other Parties the right to receive compensation / payment of fines pursuant to the conditions detailed in Appendix C.</p>	
2.3.	<p><b>Validity of change or termination</b></p> <p>SPF shall be notified of any changes to a Business Agreement or its termination. The change or termination shall not become valid until SPF has confirmed matter. Confirmation shall be by Email or letter to the Party who requested the change or termination, with a copy being sent to the other Parties, at the latest 3 working days after receipt of notification.</p>	
2.4.	<p>Notification from the Seller or Buyer to SPF on any change to or termination of a Business Agreement shall automatically take legal effect in relation to the Buyer or Seller from the working day on which SPF received notification.</p>	
2.5.	<p>All documents and notification concerning Business Agreements may be sent by Email, fax or ordinary post. If the Buyer / Seller has access to SPF Portalen, SPF shall use the portal to sent documents via Email, cf. clause E.2.2.</p>	
<b>3. Quality and Health Status</b>		
3.1.	<p><b>The Seller and SPF shall meet certain quality conditions</b></p> <p>The Seller shall in relation to SPF and the Buyer and SPF shall in relation to the Buyer meet the following quality conditions:</p> <p>– <b>health conditions</b></p>	

Clause	Terms of Purchase	Terms of Sale
	<b>Common Terms</b>	
	<p>a) The herd shall be managed pursuant to SPF-Sund's Health Rules for SPF Herds (the Health Rules) if the herd has declared SPF health status.</p> <p>b) The obligations in clause 3.3 have been followed when the herd has Unknown Health Status.</p> <p>c) The Duty to Inform about diseases or signs of diseases, cf. clause 3.4.</p> <p><b>– general SPF minimum requirements on standard and quality</b></p> <p>d) The constitution (production traits) and the condition of the weaners shall comply with Danish standard.</p> <p>e) The Genetic Basis of the weaners must be unambiguously stated in the Business Agreement. Seller must, at any time, obtain acceptance from Buyer and SPF if changes are desired in the production, affecting the Genetic Basis of the weaners.</p> <p>f) The weaners shall meet the requirements specified by SPF in Appendix A.</p> <p><b>– imported, cloven-footed animals</b></p> <p>g) The weaners shall have been born and reared in Denmark and shall not at any time have been in contact with imported cloven-footed animals.</p> <p>h) The Seller shall immediately notify SPF, and SPF shall immediately forward said notification to the Buyer, should there to the Seller's property(ies) be purchased – or should the Seller suspect that to his property(ies) are purchased – foreign cloven-footed animals or other such animals that have been in contact with foreign cloven-footed animals (e.g. pigs, cattle, sheep, goats and deer).</p> <p><b>– use of medicines</b></p> <p>i) The weaners shall comply with the provisions of the Danish Veterinary and Food Administration's executive order no. 780 of 24/06/2010 (and subsequent amendments) on "Livestock owners' use of medicines for livestock and public control and food companies' "self-monitoring" of residual concentrations", including that the weaners are not subject to quarantine.</p> <p><b>– DANISH Product Standard</b></p> <p>j) The Seller's herd shall be approved pursuant to the DANISH Product Standard of SEGES/L&amp;F,</p> <p>k) The Seller shall immediately notify SPF in writing if his herd loses its approval and SPF shall immediately forward said notification to the Buyer.</p>	
3.2.	<p><b>SPF health status on Delivery</b></p> <p>On Delivery of weaners from herds with Health Status: SPF, no symptoms of Undesirable Infection shall have been found in the Seller's herd at the health inspection arranged by SPF-Sund (cf. the Health Rules). This Health Status is stated on the delivery note accompanying the Consignment.</p> <p>The Seller shall be obliged to notify SPF – before entering into a Business Agreement, or as early as possible before Delivery and no later than prior to loading - if:</p> <p>a) suspicion arises of infection with, occurrence or outbreak of Other Diseases which are not previously encountered in the herd or</p> <p>b) a clinical outbreak of disease in general occurs.</p> <p>In Three-party Agreements the Seller shall also give this information to the Buyer.</p> <p>See also clause 3.4 about Duty to Inform.</p> <p>On being unloaded at the Recipient Herd specified by the Buyer, the weaners have the Health Status determined by the "Form of Transport", cf. clause 3.5 on the Consignment's delivery note.</p>	
3.3.	<p><b>Unknown Health Status on Delivery</b></p> <p>The Seller shall be obliged to notify SPF before entering into a Business Agreement, or as early as possible before Delivery and no later than prior to loading – if:</p> <p>a) suspicion arises of infection with, occurrence or outbreak of Other Diseases which are not previously encountered in the herd or</p> <p>b) a clinical outbreak of disease in general occurs</p> <p>In Three-party Agreements the Seller shall also give this information to the Buyer.</p> <p>See also clause 3.4 about Duty to Inform.</p>	
3.4.	<p><b>Duty to Inform about health conditions</b></p> <p>The Seller shall be obliged to notify SPF and the Buyer as early as possible before Delivery about the health conditions in his herd which he must assume are important to the Buyer or which he must assume the Buyer</p>	

Clause	Terms of Purchase	Terms of Sale		
	<b>Common Terms</b>			
	<p>appreciates to know about.</p> <p>SPF's Duty to Inform shall only be the obligation to pass on to the Buyer the information given by the Seller.</p>			
3.5.	<p><b>Form of Transport and Health Status on receipt</b>  The Form of Transport influences the Health Status the weaners have when they are unloaded at the Recipient Herd. The agreed Form of Transport shall be stipulated in the Business Agreement.</p> <p>The following Forms of Transports exist:</p> <p>a) "SPF Vehicle":  The weaners are transported in SPF Vehicles directly from the Supplier Herd and delivered to the Buyer with Health Status, which is the same as the Supplier Herd's.</p> <p>b) "Open Vehicle":  The weaners are transported in either an SPF Vehicle or in an Open Vehicle and are delivered to the Buyer with Health Status: "Unknown".  When Form of Transport "Open Vehicle" is used, SPF accepts no liability whatsoever for:</p> <ol style="list-style-type: none"> <li>1) the Health Status of the weaners on Delivery, with the exception of the provisions of clause 3.4, and</li> <li>2) the health-related sequence of transports, with the exception however of: <ol style="list-style-type: none"> <li>a. transport sequences involving departures and arrivals at herds with Health Status: conventional with PRRS declaration, where the sequence is as stipulated in the Transport Rules</li> <li>b. transport sequences that are demanded by the authorities or the SEGES/L&amp;F including unloading and sojourn at EU approved Assembly Centres or places of rest or transfer.</li> </ol> </li> </ol> <p>In relation to the Transport Rules, an Open Vehicle shall be considered to be a non-approved carrier's vehicle.</p> <p>c) "SPF Vehicle via SPF-Danmark's EU approved Assembly Centres or places of rest or transfer"</p> <p>The weaners are transported in SPF Vehicles from the Supplier Herd to where the Buyer takes receipt of the shipment, interrupted by unloading and sojourn at one of SPF-Danmark's Assembly Centres or places of rest or transfer in Denmark.  The places of rest/the Assembly Centres/the places of transfer do not have SPF-Sund approved SPF health status, but only take in SPF status weaners and are emptied/cleaned/disinfected after each combined Delivery to a Buyer.</p> <p>As a result, the weaners do not have the SPF health status of the Supplier Herd when being unloaded at the Buyer's, but Health Status "Unknown", cf. clause 16.3.</p> <p>d) "SPF Vehicle via EU approved Assembly Centres or places of rest or transfer"</p> <p>The weaners are transported in SPF Vehicles from the Supplier Herd to the Buyer's Receipt Herd, interrupted by unloading and sojourn at an EU approved Assembly Centre or place of rest or transfer. These sites receive weaners from different herds and carriers in the EU, with undeclared Health Status. As a result, the weaners do not have the SPF health status of the Supplier Herd when being unloaded at the Buyer's, but Health Status "Unknown", cf. clause 16.3.</p>			
3.6.	<p><b>Weaners from Brand Production</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>In Pig Circle Contracts including Brand Production the Seller is obliged to:</p> <ol style="list-style-type: none"> <li>a) be approved as a Brand Producer</li> <li>b) send a copy to SPF of the certificate in force as documentation of the approval as a Brand Producer</li> <li>c) pass on information to the Buyer and SPF concerning all changes related to the approval of the Brand Production, and changes in ownership, addresses etc.</li> </ol> <p>Sale of weaners from Brand Production without approval is considered as material breach, and the Buyer or SPF is entitled to cancel the agreement, cf.</p> </td> <td style="width: 50%; vertical-align: top;"> <p>In Pig Circle Contracts including Brand Production the Buyer is obliged to:</p> <p>get a copy from the Seller of the certificate in force as documentation of the approval of the Seller as a Brand Producer.</p> <p>Sale of weaners from Brand Production without approval is considered as material breach, and the Buyer or SPF is entitled to cancel the agreement, cf.</p> </td> </tr> </table>		<p>In Pig Circle Contracts including Brand Production the Seller is obliged to:</p> <ol style="list-style-type: none"> <li>a) be approved as a Brand Producer</li> <li>b) send a copy to SPF of the certificate in force as documentation of the approval as a Brand Producer</li> <li>c) pass on information to the Buyer and SPF concerning all changes related to the approval of the Brand Production, and changes in ownership, addresses etc.</li> </ol> <p>Sale of weaners from Brand Production without approval is considered as material breach, and the Buyer or SPF is entitled to cancel the agreement, cf.</p>	<p>In Pig Circle Contracts including Brand Production the Buyer is obliged to:</p> <p>get a copy from the Seller of the certificate in force as documentation of the approval of the Seller as a Brand Producer.</p> <p>Sale of weaners from Brand Production without approval is considered as material breach, and the Buyer or SPF is entitled to cancel the agreement, cf.</p>
<p>In Pig Circle Contracts including Brand Production the Seller is obliged to:</p> <ol style="list-style-type: none"> <li>a) be approved as a Brand Producer</li> <li>b) send a copy to SPF of the certificate in force as documentation of the approval as a Brand Producer</li> <li>c) pass on information to the Buyer and SPF concerning all changes related to the approval of the Brand Production, and changes in ownership, addresses etc.</li> </ol> <p>Sale of weaners from Brand Production without approval is considered as material breach, and the Buyer or SPF is entitled to cancel the agreement, cf.</p>	<p>In Pig Circle Contracts including Brand Production the Buyer is obliged to:</p> <p>get a copy from the Seller of the certificate in force as documentation of the approval of the Seller as a Brand Producer.</p> <p>Sale of weaners from Brand Production without approval is considered as material breach, and the Buyer or SPF is entitled to cancel the agreement, cf.</p>			



Clause	Terms of Purchase	Terms of Sale
	<b>Common Terms</b>	
	clause 13.2.	clause 13.2.
<h4>4. Fulfilment/termination of Business Agreements due to health-related conditions</h4>		
4.1.	<p><b>Consequence of Conditional Health Status with SPF Diseases in Seller's herd</b>  Notice of Conditional Health Status in the Seller's herd as a result of suspicion of Undesirable Infection with SPF Diseases shall have the following consequences for the various Business Agreements:</p> <ul style="list-style-type: none"> <li>a) Pig Circle Contracts The agreement and Consignments shall continue unchanged. The Buyer shall, however, be entitled to refuse acceptance of Consignments during the period in which Conditional Health Status applies on the condition that he pays compensation in accordance with Appendix C.</li> <li>b) Order Confirmations The agreement shall be terminated with immediate effect without liability being incurred by any of the Parties.</li> <li>c) Verbal agreements The agreement shall be terminated with immediate effect without liability being incurred by any of the Parties.</li> </ul> <p>If the Seller's herd has blue SPF status, Conditional Health Status because of lacking 15-week declaration or lacking/delayed annual status blood samples shall have no consequences for transports which are already planned for the week in which the Conditional Health Status is imposed.</p>	
4.2.	<p><b>Termination/continuation of a Pig Circle Contract in the event of Undesirable Infection with SPF Diseases in the Seller's herd</b>  If Undesirable Infection with SPF Diseases is ascertained in the Seller's herd, cf. SPF-Sund's registration, the Pig Circle Contract shall continue unaltered unless otherwise stipulated in the agreement.</p> <p>The Buyer shall however be entitled – without incurring any liability for compensation – to terminate the Pig Circle Contract with immediate effect if:</p> <ul style="list-style-type: none"> <li>a) He, after receiving notification of changed Health Status in the Seller's herd, is capable of demonstrating that his herd is not infected with the disease concerned. The Buyer's herd shall previously have been registered with SPF-Sund as being free of the disease in question however, or</li> <li>b) He decides to cull his herd because it is ascertained that infection with the same disease that caused the changed Health Status of the Seller's herd has spread to the Buyer's herd. Prior to the Consignment concerned, the Buyer's herd shall have been registered with SPF-Sund as being free of the disease in question, however.  The Buyer shall notify SPF of his decision to cull his herd within 4 week-numbers of the week number in which SPF-Sund gave notification of the changed health status of the Seller's /Buyer's herd.</li> </ul> <p>The Buyer shall continue to receive pigs in accordance with the Pig Circle Contract until herd culling (total or medical) is initiated or for a minimum of four weeks after notification of herd culling has been given, cf. the aforementioned.  Should the Buyer purchase pigs before culling has been completed, i.e. before the herd has been certified by SPF-Sund to at least the same Health Status as before the Purchased Undesirable Infection, he shall be liable towards the Seller.  Compensation shall be determined and calculated as if no weaners had been received throughout the period of notice specified in the agreement, cf. Appendix C. In this event, notice of termination is deemed to have been given together with notification of herd culling.</p> <p>SPF shall give the Seller written notification of the Buyer's decision to cull his herd or give notice of termination within 3 working days of receiving said notice from the Buyer.</p>	
4.3.	<p><b>Termination of a Pig Circle Contract in the event of Undesirable Infection with SPF Diseases in the Buyer's herd</b>  If Undesirable Infection is ascertained, pursuant to SPF-Sund's registration, in the Buyer's herd but not simultaneously in the Seller's herd, the Buyer shall be entitled to cull his herd in order to obtain the same Health Status as the Seller's herd so as to maintain the Pig Circle Contract unchanged.</p> <p>SPF shall be notified of the start and completion dates for herd culling with the periods of notice stipulated in</p>	

Clause	Terms of Purchase	Terms of Sale
Common Terms		
	clause 4.2.b). During the culling period, the Seller shall be entitled to claim compensation from the Buyer for any loss in price incurred in selling the pigs to an alternative recipient.	
4.4.	<p><b>Termination of other agreement types in the event of Undesirable Infection with SPF Diseases in the Seller's or Buyer's herds</b></p> <p>If Undesirable Infection with SPF Diseases is ascertained, pursuant to SPF-Sund's registration, in the Seller's herd or the Buyer's herd, Order Confirmations and verbal agreements shall be terminated automatically from and including the day after SPF-Sund has given notification to the Seller or Buyer of changed Health Status. Termination shall not incur liability for compensation on behalf of the Parties.</p>	
4.5.	<p><b>Other changes in SPF health status</b></p> <p>With the exception of Conditional Health Status for SPF Diseases due to Undesirable Infection with SPF Diseases, the Seller and the Buyer shall immediately notify the other Parties of any change in the Health Status stipulated in the Business Agreement at the time the agreement was entered into. The change shall have no consequences for the agreement's continuation.</p>	
4.6.	<b>Business Agreements and salmonella occurrence</b>	
4.6.1.	The Seller shall inform SPF in the event of any change in the salmonella category of the herd. In Three-party Agreements, the Seller shall also inform the Buyer. This information shall be provided no later than on the day after the Seller has become aware of the change.	The Buyer shall inform SPF in the event of any change in the salmonella category of the herd. In Three-party Agreements, the Buyer shall also inform the Seller. This information shall be provided no later than on the day after the Buyer has become aware of the change.
4.6.2.	<p>If the Seller's herd is in salmonella category B or C, the Seller shall take preventive measures against the salmonella outbreak when demanded by SPF. A demand of this nature can be made when SPF's Buyer in Two-party Agreements or the Buyer in Three-party Agreements is able to document the presence of salmonella (category B or C) in his herd or in manure samples from the Transport Vehicle upon receipt of the weaners. SPF can only make such a demand if the Seller has previously delivered weaners to the Buyer in question.</p> <p>The Business Agreement shall continue unchanged.</p>	<p>If the Buyer's herd is in salmonella category B or C or if salmonella has been found in manure samples taken from the Transport Vehicle upon receipt of the weaners, and Buyer has served an enforcement notice on the Seller, the Buyer shall actively implement preventive measures for the control of salmonella in his herd.</p> <p>The Business Agreement shall continue unchanged.</p>
4.6.3.	None of the Parties can claim compensation for losses resulting from a salmonella outbreak or the reimbursement of costs for demanded measures to control the salmonella outbreak.	
4.7.	<p><b>Termination/continuation of a Business Agreement in the event of occurrence of Other Diseases:</b> Seller's information about the occurrence of Other Diseases cf. clause 3.2, 3.3 and 3.4 will have the following consequences for Business Agreements:</p> <p>a) Pig Circle Contracts: Shall continue unchanged, unless otherwise agreed in the Pig Circle Contract</p> <p>b) Other agreements: Are terminated immediately when the Seller informs SPF - without incurring liability for compensation. SPF can however demand documentation for the occurrence of the disease concerned.</p>	
<p><b>5. Fulfilment/termination of Business Agreements and notification in the event of lacking Consignments</b></p>		
5.1.	<b>Pig Circle Contracts</b>	

Clause	Terms of Purchase	Terms of Sale
<b>Common Terms</b>		
5.1.1.	<p>The Seller shall give the Buyer written notification (via SPF in the case of Three-party Agreements) if shortfalls in the number of weaners available from the Seller are expected to reduce the size of the Consignment dispatched to the Buyer. Said notification shall be given at the latest:</p> <ul style="list-style-type: none"> <li>- for 30-kg pigs: 6 week-numbers before the agreed delivery week</li> <li>- for 7-kg pigs: 3 week-numbers before the agreed delivery week</li> </ul> <p>The Buyer shall be obliged to limit his losses by accepting delivery of weaners from at most one alternative supplier herd with the same Health Status as the Seller's herd, incl. any specific requirements and conditions, cf. the Pig Circle Contract.</p> <p>Said obligation to accept pigs from an alternative herd shall only apply for the week in which deficiencies were ascertained. In the event of subsequent deficiencies in numbers, the obligation shall only apply if pigs are available from the same alternative supplier herd.</p> <p>Should the Buyer refuse to accept pigs from another herd, his right to compensation for the deficiency shall be waived.</p> <p>Should the Seller fail to provide notification of reduced Consignment size in accordance with the 6 and 3 week periods of notice specified above, the Buyer's obligation to purchase pigs from an alternative herd shall be waived.</p>	
5.1.2.	<p>The Buyer shall give the Seller written notification (via SPF in the case of Three-party Agreements) if the Buyer is prevented from receiving weaners in accordance with a Pig Circle Contract because of lacking space. Said notification shall be given at the latest:</p> <ul style="list-style-type: none"> <li>- for 30-kg pigs: 6 week-numbers before the agreed delivery week</li> <li>- for 7-kg pigs: 3 week-numbers before the agreed delivery week</li> </ul> <p>The Seller shall then be entitled to sell the weaners elsewhere (via SPF in the case of Three-party Agreements) and shall also be entitled to claim compensation from the Buyer for any loss in price.</p> <p>The Seller shall be obliged to actively help to limit said loss in price.</p>	
5.2.	<b>Order Confirmations and verbal agreements</b>	
5.2.1.	<p>Should the Seller be unable to fulfil an Order Confirmation or verbal agreement, he shall inform SPF immediately. SPF shall then notify the Buyer immediately.</p> <p>In such cases, the Buyer shall be obliged to help to limit his losses by accepting delivery of weaners from alternative supplier herds with the same Health Status as the Seller's herd, incl. any other agreed requirements and conditions. Otherwise, the Buyer's entitlement to compensation for non-fulfilment of the agreement (as calculated in accordance with Appendix C) shall be waived.</p>	
5.2.2.	<p>Should the Buyer be unable to fulfil the agreement, he shall inform SPF immediately. The Seller shall then be entitled to sell the weaners elsewhere and shall be entitled to claim compensation for any loss in price, cf. Appendix C.</p>	
<b>6. Delivery, reception, delay, and refusal</b>		
6.1.	<p>The Seller shall deliver the weaners at the agreed time and shall ensure that they</p> <ul style="list-style-type: none"> <li>a) fulfil the terms of the Business Agreement and the Terms of Business, and</li> <li>b) are fit for transport pursuant to current legislation on the transport of animals.</li> </ul>	<p>The Buyer shall accept delivery of the weaners at the agreed time, and the Seller and SPF shall ensure that the weaners</p> <ul style="list-style-type: none"> <li>a) fulfil the terms of the Business Agreement and the Terms of Business.</li> </ul>
6.2.	<p>If during loading SPF deems that the weaners are unfit for transport or do not meet the agreed requirements on quality, SPF shall be entitled to refuse acceptance of the weaners and to cancel the agreement partially or completely.</p>	<p>The Buyer shall be obliged to accept the weaners intended for his herd irrespective of them being of less than usual high standard on Delivery, cf. clause 13.3, however.</p>
6.3.	<p>The Parties shall inform each other immediately of any delays.</p> <p>Should the Seller or Buyer exceed the agreed delivery time, the other Parties shall be entitled to claim compensation, cf. clause C.2., unless the delay can be ascribed to the introduction of Conditional Health Status or ascertained Undesirable Infection, cf. clause 4.</p>	
6.4.	<p>In the event of the Business Agreement being cancelled, cf. clauses 6.2 and 6.3, SPF shall reserve the right to</p>	

Clause	Terms of Purchase	Terms of Sale
	<b>Common Terms</b>	
	claim compensation for incomplete fulfilment of the Business Agreement, including any losses incurred as a result of claims raised by the Buyer or Seller. Compensation to all Parties shall be limited to the amount calculated pursuant to clause C.2.	
6.5.	In the event of the Business Agreement being cancelled as a result of the Buyer's or Seller's circumstances, cf. clauses 6.2 and 6.3, SPF shall be relieved of all obligations towards the Seller or the Buyer with respect to the terminated Business Agreement or parts thereof.	
<b>7. Transport, delivery provisions and risk transfer</b>		
7.1.	<b>SPF transports</b> All Consignments pursuant to Business Agreements shall be transported by SPF pursuant to the Terms of Business and the Transport Rules. Special transport conditions shall be stipulated in the Business Agreement.	
7.2.	<b>Incoterms</b> All delivery provisions shall be interpreted according to the latest version of INCOTERMS applicable at the time at which the weaners are delivered.	
7.3.	Unless otherwise agreed, Delivery shall be performed pursuant to the delivery provision EXW (ExWorks) at the Seller's herd address as stated in the Business Agreement.	Unless otherwise agreed, Delivery shall be performed pursuant to DAP (Delivered at Place) at the Buyer's herd address as stated in the Business Agreement. The Buyer shall thus be liable to pay any duties.
7.4.	<b>Seller's risk before loading</b> The weaners shall remain at the Seller's liability and risk until SPF has loaded the Consignment, cf. clause 7.5, however.	<b>Buyer's risk after loading</b> Regardless of clause 7.3, the Buyer shall not assume risk for the accidental destruction or deterioration of the weaners until the weaners have been unloaded at the site stipulated by him.
7.5.	<b>Sellers risk during transport</b> After loading, the Seller shall continue to bear the liability and risk for loaded weaners which have not yet been unloaded at the site stipulated by the Buyer if <ul style="list-style-type: none"> <li>a) Conditional Health Status is conferred on the Seller's herd after loading,</li> <li>b) the weaners are destroyed or deteriorate in value because of conditions which prevailed prior to loading,</li> <li>c) public authorities inspect/destroy the weaners because of conditions which were caused by or could have been caused by the Seller, or</li> <li>d) public authorities perform inspection and discover weaners which are not or have not been fit for transport.</li> </ul> <p>In the two last-mentioned cases, SPF shall be entitled on its own behalf or on behalf of the Buyer to claim compensation for documented losses and costs.</p>	<b>Buyer's risk during transport</b> The following liability and risk apply to weaners which have not yet been unloaded at the site stipulated by the Buyer: <ul style="list-style-type: none"> <li>a) The Buyer shall not be entitled to claim compensation from SPF or from the Seller for lacking fulfilment of the agreement due to Conditional Health Status being introduced after loading but before the Buyer assumed liability and risk, cf. clause 7.4</li> <li>b) Should public authorities destroy the weaners because of conditions which were caused by or could have been caused by the Seller, the Buyer shall only be entitled to claim compensation for documented losses and costs if the said conditions were caused by the Seller's fault or neglect.</li> </ul>
7.6.	<b>SPF's risk</b> SPF shall bear the risk for any accidental destruction of the weaners or deterioration in their value <ul style="list-style-type: none"> <li>a) once they have been loaded and the doors of the transport container closed</li> <li>b) during transport</li> </ul> <p>unless the loss is caused by the Seller's conditions, cf. clause 7.5 b)</p>	

Clause	Terms of Purchase	Terms of Sale
Common Terms		
7.7.	<b>Requirements on access and collection and delivery conditions</b> The Seller and Buyer shall guarantee compliance with the requirements on access and collection and delivery facilities specified in Appendix D.	
7.8.	The Seller and Buyer shall guarantee that the person who respectively delivers and receives the weaners and signs the delivery note is authorised to do so.	
7.9.	Should the Seller and/or the Buyer not fulfil their obligations concerning transport conditions, cf. clauses 7.7 and 7.8, SPF shall be entitled to claim compensation and payment for extra costs, including additional time spent on loading and/or unloading.	
7.10.	When weaners are sold for export, the Seller shall be responsible for ensuring that the weaners are correctly marked prior to collection and that a valid "Export owner declaration" signed by the herd's veterinarian is given to the Driver on collection.	
<b>8. Reporting to CHR on transfer of weaners</b>		
8.1.	On receipt of pigs from an SPF Vehicle, the Buyer / Assembly Centre shall be considered to have authorised SPF to report the transfer to the Danish Veterinary and Food Administration's transfer register in CHR in accordance with current legislation. However, according to the Danish Veterinary and Food Administration's executive order on the earmarking, registration and transfer of cattle, pigs, etc., it is the Buyer who is responsible for ensuring that said reporting is performed. The Supplier Herd shall also be recorded in the same report.	
8.2.	Every transport of weaners performed by SPF from one Danish herd to another Danish herd (incl. export Assembly Centres) shall be reported by SPF.  Transports to foreign recipients shall be reported via the TRACES system.	
8.3.	Reporting shall be performed within 7 days of the transfer date.	
<b>9. Price determination</b>		
9.1.	<b>The price of weaners</b> supplied to and from SPF shall be determined by SPF on the basis of the prices, quotations, charges and royalties applicable at the actual time of delivery unless another price basis is stipulated in the Business Agreement.  Where agreements on Brand Production are concerned, the slaughterhouse quotation surcharges applicable at the time of delivery shall apply unless otherwise expressly stipulated in the Pig Circle Contract.  The slaughterhouse quotation surcharges for Brand Produced weaners are paid only if the Seller complies with all demands in clause 3.5. Any breach of clause 3.5 causes the Seller to lose the right to quotation surcharges, until the breach has stopped. Furthermore, the Seller becomes liable to pay the Buyer any loss he may have suffered when selling to the slaughterhouse. Cf. also clause 13.1 and 14.  In the case of export, the additional costs of road tolls, veterinary inspections, Assembly Centre charges, ear tags and the pig royalty fund shall be charged unless otherwise expressly agreed prior to Delivery.	
9.2.	SPF shall be entitled to change surcharges and other terms and conditions of the Business Agreement if external circumstances, which SPF should not reasonably have foreseen at the time of the conclusion of the agreement, make fulfillment of the agreement disproportionately costly or burdensome, including new legislation, Danish and foreign authorities and / or SEGES / L&F's introduction of turnover or transport restrictions, labor disputes, health crises, pandemics, epidemics or similar disease outbreaks, lack of means of transport, general shortage of goods, changed sales or market conditions and any other circumstance over which the SPF has no control.  Nevertheless, SPF is always obliged to ensure the turnover of the pigs in a Business Agreement, provided that the quality and Health Status of the pigs remain unchanged.	
9.3.	<b>Prices and charges</b> The following standard charges apply and are subject to change by SPF at any time: Pool sale / purchase: DKK 299.00 pr. load of pigs at both Seller and Buyer	

Clause	Terms of Purchase	Terms of Sale
<b>Common Terms</b>		
	Export sales: DKK 299.00 pr. load at Seller Export purchase: EUR 0.25 per pig at Buyer  SPF shall be entitled to change prices and surcharges, eg. transport prices, business charges etc., without notice, no matter the reason for the change. SPF may charge extra for a transport where circumstances caused by Seller or Buyer result in extraordinary time consuming or costs.	
9.4.	<b>Value of inadequate weaners</b> SPF shall be entitled to unilaterally determine the value of weaners which do not meet the requirements of the agreement between the Parties, the Terms of Business or generally applicable Danish standard for weaners.	
9.5.	<b>Production Levy</b> SPF pays the at any time applicable Production Levy per exported weaner to the Pig Levy Fund and collects the same amount on the Supplier's settlement. Changes in the Production Levy Rate are made without notice and follow changes from the Pig Levy Fund.	
<b>10. Terms of payment for purchase and sale</b>		
10.1.	Payment shall usually be at the Seller's disposal 7-10 days after the actual collection date.	Purchases shall be paid for in one of the following ways: a) Cash on receipt, including payment via PBS. b) Bank transfer, on special agreement with SPF. c) Via bank transfer should SPF so decide in the case of purchase of new herds or large Consignments. In such cases, the amount must be visible on SPF's account before Delivery. d) Where export is concerned, the Buyer shall on receiving the invoice immediately transfer the invoiced amount to the bank and account specified by SPF.
10.2.	SPF shall guarantee the Seller payment for all pigs delivered to SPF, cf. clause 10.4 however.	SPF reserves the right to demand security for payment of the purchase sum as a precondition for Delivery.
10.3.		A Buyer who is also a Seller a) with ongoing sales to SPF or b) in Pig Circle Contracts via SPF, may on purchasing weaners receive interest and charge free credit until SPF's next payment day, to be set off by SPF against the amount due.  Said credit shall not exceed 28 calendar days from the invoice date as cash payment of the purchase sum is due on the 29th day after the invoice date.
10.4.	SPF shall be entitled to withhold payment and/or set off payment against any declared claim in all cooperation with SPF.	The Buyer shall not be entitled to withhold payment and/or set off payment against any amount due from SPF unless the counterclaim has been approved by SPF.
<b>11. Interest</b>		
11.1.	The Seller shall not be entitled to demand the payment of interest in the event of delayed payment by SPF.	SPF shall be entitled to demand the payment of interest in the event of delayed payment by the Buyer. The Buyer shall not be entitled to demand the payment of interest on any amounts paid in advance.
11.2.		Where purchase on credit or other postponement of payment is concerned, the Buyer shall pay interest on the purchase sum in accordance with the applicable interest law at any given time, cf. clause 11.1 however. Interest shall be charged from and including the tenth day after Delivery has occurred.

Clause	Terms of Purchase	Terms of Sale
Common Terms		
<b>12. Retention of title where credit purchases in Denmark are concerned</b>		
12.1.		In all credit purchases, including lacking cash payment, SPF shall retain title to the weaners until the full purchase sum and any added interest and charges are paid in full, cf. the Danish Act on Credit Agreements.
12.2.		Where credit purchases are concerned, the Buyer shall be obliged to feed and care for the delivered weaners in a responsible manner and to keep them insured against injury due to fire or building damage. Insurance reimbursements which become payable due to the occurrence of an insurance-covered event shall be paid to SPF as long as SPF retains the title of ownership.
<b>13. Breach of contract and remedies for breach of contract</b>		
13.1.	<p><b>Cancellation, compensation and price reduction</b> Should one of the Parties breach a Business Agreement, the other Parties shall, as their only remedy for the breach, be entitled to cancel the agreement, claim compensation or a reduction in price as described in these Terms of Business.</p> <p>It shall only be possible to cancel the agreement if</p> <ul style="list-style-type: none"> <li>a) a material breach of contract has occurred, cf. clause 13.2, or</li> <li>b) the right to cancel the agreement is expressly stipulated in the Terms of Business.</li> </ul> <p>It shall only be possible to claim compensation and reduction in price pursuant to the conditions stipulated in the Terms of Business.</p>	
13.2.	<p><b>Material breach of contract and its consequences</b> By material breach of contract is meant</p> <ul style="list-style-type: none"> <li>a) that a Business Agreement, despite a written warning from the other Party, is breached again in the same way;</li> <li>b) gross infringement of the Business Agreement, Terms of Business or standard business practices;</li> <li>c) Buyer's failure to pay the purchase price in accordance with the terms of payment, cf. clause 10;</li> <li>d) anything that can otherwise be considered as material breach of contract pursuant to the general rules of Danish law.</li> </ul> <p>In the event of material breach of a Business Agreement, the injured Party shall be entitled to cancel the agreement in full or in part and to claim compensation from the Party in breach for non-fulfilment of the agreement.</p> <p>Buyer and Seller may not in a Business Agreement claim compensation from SPF for matters and claims based on matters in which SPF has no share in or is responsible for, including SPF's cancellation of the entered into Business Agreement because of Buyer's or Seller's material breach of contract. In that case, Seller and Buyer must direct their claims for compensation directly against each other without involving SPF.</p> <p>It shall only be possible to claim compensation and reduction in price pursuant to the conditions stipulated in the Terms of Business.</p> <p>The Buyer's or Seller's cancellation of their agreement with SPF shall also apply to the Seller and Buyer respectively.</p> <p>Should the Business Agreement be cancelled because of material breach on the part of the Buyer or Seller, SPF shall accept no liability whatsoever for its obligations towards the Seller or Buyer respectively for the cancelled Business Agreement or parts thereof.</p> <p>In Three-party Agreements, SPF shall determine whether breach on the part of the Buyer or the Seller constitutes material breach.</p>	
13.3.	<p>Irrespective of clause 6.2, the Buyer shall be entitled to:</p> <ul style="list-style-type: none"> <li>a) have inadequate weaners destroyed at the cost of SPF or of the Seller on prior agreement with SPF;</li> </ul>	

Clause	Terms of Purchase	Terms of Sale
	<b>Common Terms</b>	
	b) refuse acceptance of weaners if the Buyer has justified reason to suspect that the weaners on Delivery do not have the agreed Health Status.	
13.4.	Should the Buyer or the Seller refuse to fulfil the Business Agreement, i.e. the Seller refuses to supply the agreed weaners or the Buyer refuses to accept the agreed weaners, and this cannot be ascribed to SPF's conditions, SPF shall be entitled to cancel the Business Agreement without said cancellation being considered as breach of the Business Agreement.	
<b>14. Liability, general</b>		
14.1.	<b>The amount of compensation</b> shall be determined and calculated by SPF on the basis of the Terms of Business.	
14.2.	<b>Costs incurred to document</b> the claim for compensation, including veterinary certificates and consultant reports, shall only be refunded if they were requested by SPF. Other costs, including consultancy fees and legal aid, shall be refunded by the liable Party if said Party is required to pay compensation.  SPF shall be entitled to invoice its own costs (e.g. visits by consultants and participation in settlement meetings) to the liable Party if its processing of the case takes a disproportionate amount of time.	
14.3.	<b>Standardisation and maximisation</b> A Party shall only be liable for the loss of other Parties to the extent stipulated in the Terms of Business, including the standardisation and maximisation specified in Appendix C.	
14.4.	<b>Professional standards shall be followed</b> Compensation shall only be paid to the Seller or Buyer if he has followed the usual professional standards in the management of his herd.	
14.5.	<b>SPF's payment of compensation</b> SPF shall only pay the compensation amount to the Seller or the Buyer once SPF has received the compensation amount from the liable Party. SPF's liability to the injured Party is limited to the amount paid by the injuring Seller or Buyer or their estate.	
14.6.	<b>Compensation claims shall be clarified by SPF</b> SPF shall accept no liability in cases where the Seller and Buyer – without the participation or acceptance of SPF – have begun or completed negotiations regarding a claim for compensation.	
14.7.	<b>SPF's recourse against the Seller</b> SPF purchases weaners from the Seller and sells them on directly to the Buyer. The Seller shall be obliged to indemnify SPF and to compensate SPF for all direct and indirect losses, costs, expenses, or other losses incurred by the Seller's non-observance of his obligations pursuant to the Parties' agreement and these Terms of Business.  The same shall apply if the Buyer or any third party raises claims against SPF in relation to product liability or liability for loss due to Health Status on Delivery, cf. clause 16.	<b>SPF's recourse against the Buyer</b> To the extent that the Seller or any third party raises claims against SPF which can be ascribed to the Buyer's breach of the contract, the Buyer shall be obliged to indemnify SPF and to compensate SPF for all direct and indirect losses, costs or other losses incurred by the Buyer's non-observance of his obligations pursuant to the Parties' agreement and these Terms of Business.
<b>15. SPF's liability to pay compensation in the event of own fault or neglect</b>		
15.1.	Should the Seller suffer loss as a result of conditions arising from SPF's fault or neglect, SPF shall be liable to pay compensation pursuant to the general rules of Danish law, cf. clauses 15.2-15.9 and 14.1 however.	Should the Buyer suffer loss as a result of conditions arising from SPF's fault or neglect, SPF shall be liable to pay compensation pursuant to the general rules of Danish law, cf. clauses 15.2-15.9 and 14.1 however.
15.2.	SPF's liability for any such loss shall be limited in such a way that its total liability cannot exceed DKK 1,000,000 per injured Party, cf. clauses 15.3 and 15.4 however.	



Clause	Terms of Purchase	Terms of Sale
Common Terms		
15.3.	Should the Seller or Buyer suffer loss as the result of claims made against him by parties to his own direct contracts and should the claims of said third parties arise from losses suffered by the Seller or Buyer due to SPF's fault or neglect, SPF's liability shall be limited to DKK 1,000,000 per injured third party and maximum DKK 3,000,000 for the combined losses of Seller /Buyer and third parties, cf. clause 15.5 however.	
15.4.	Should several Sellers, Buyers and/or third parties suffer loss due to the same fault or neglect on the part of SPF, SPF's total liability as a result thereof shall be limited to DKK 5,000,000, cf. clause 15.5 however.	
15.5.	If the total losses of all injured Parties exceed the stipulated maximum amounts of DKK 3 million and DKK 5 million respectively, cf. clauses 15.3 and 15.4, the compensation shall be divided amongst the injured Parties in relation to the size of their individual documented losses, on the proviso that any individual injured Party cannot receive more than DKK 1,000,000.	
15.6.	The stipulated maximum compensation amounts shall not apply if SPF caused the losses with intent.	
15.7.	In cases where the Seller or Buyer suffer losses as a result of SPF's fault or neglect or through non-fulfilment of a Business Agreement, SPF's liability shall be limited to an amount calculated on the basis of the following: <ul style="list-style-type: none"> <li>a) The agreed price on the date of delivery, but max. the "calculated weaner price" for weaners of the same weight and Health Status.</li> <li>b) The expected Danish contribution margin per weaner/finisher as estimated by SEGES/L&amp;F for the week in which the breach occurred.</li> </ul> A 10% increment for SPF added value shall be added when the pigs are delivered from an SPF Herd.	
15.8.	Key figures from the injured Party's P-reports/E-inspection reports drawn up by external consultancy firms shall be used to calculate the amount of compensation. If said reports are unavailable, the key figures used by SEGES/L&F to calculate the estimated weaner price at the time at which the fault or neglect occurred shall be used instead. In the case of herd culling, loss shall be calculated on the basis of the "DLBR Production Plan" of the Danish Agricultural Advisory Centre, SvinelT, where the aforementioned production data are used. In all calculations, the compensation limits stipulated in clause 15.7 and Appendix C shall apply.	
15.9.	<p>SPF shall in no case be held liable for indirect losses, including legal and consultancy costs, or consequential effects such as lost earnings, loss of goodwill, loss of expected discount, etc.</p> <p>Should SPF's fault or neglect lead to Undesirable Infection in the injured Party's herd, operating losses may however be included in the compensation.</p> <p>Furthermore, SPF shall not be held liable for losses incurred as a result of specification of DANISH status or in the case of sale of pigs from non-DANISH-approved herds.</p>	
<b>16. Liability for consequential losses and Health Status on Delivery</b>		
16.1.	Should the Buyer or a third-party claim compensation with reference to product liability or liability as a result of the weaners being infected with a disease which has spread to the rest of his herd, the cause of which can be ascribed to weaners supplied by the Seller, SPF shall have full recourse against the Seller, cf. clause 14.7.	<p>While observing mandatory legislation, SPF's and the Seller's</p> <ul style="list-style-type: none"> <li>a) product liability or</li> <li>b) liability as a result of the weaners being infected with a disease which has spread to the rest of a third-party's and/or the Buyer's herd shall be limited to the greatest possible extent.</li> </ul> <p>SPF and the Seller shall therefore, among other things, accept no liability for:</p> <ul style="list-style-type: none"> <li>c) the occurrence of Undesirable Infection or suspicion of such infection or the occurrence of Other Diseases on Delivery of the weaners;</li> <li>d) delayed Consignments resulting from Undesirable Infection or suspicion of such infection, or the occurrence of Other Diseases causing the delivery time to be postponed or Delivery of the Consignment prevented.</li> </ul>

Clause	Terms of Purchase	Terms of Sale
Common Terms		
16.2.	<p>When weaners with Health Status "SPF" are delivered, the Seller shall not be liable for Undesirable Infection in relation to the Health Status agreed in the Business Agreement or Other Diseases, cf. however clause 16.6, in the delivered weaners unless the Seller acted with liability-inducing fault or neglect in relation to the Health Rules, the Transport Rules or these Terms of Business.</p> <p>In that event:</p> <p>a) The Seller shall only be liable if the Undesirable Infection or the Other Diseases are present because the Seller has caused the loss through intent or gross negligence or if the diseases were in acute outbreak in the Seller's herd at the time of delivery.</p>	<p>When weaners with Health Status "SPF" are delivered, SPF and the Seller shall not be liable for Undesirable Infection in relation to the Health Status agreed in the Business Agreement or Other Diseases, cf. however clause 16.6, in the delivered weaners unless SPF or the Seller acted with liability-inducing fault or neglect in relation to the Health Rules, the Transport Rules or these Terms of Business.</p> <p>In that event:</p> <p>a) The Seller shall only be liable if the Undesirable Infection or the Other Diseases are present because the Seller has caused the loss through intent or gross negligence or if the diseases were in acute outbreak in the Seller's herd at the time of delivery.</p> <p>b) SPF shall only be held independently liable for loss caused by its own fault or neglect, cf. clause 15 and 13.2 of these Terms of Business.</p>
16.3.	<p>When weaners with Health Status "Unknown" are delivered, the Seller shall not be liable for occurrence of or signs of Other Diseases, cf. however clause 16.6, in the delivered weaners unless the Seller acted with liability-inducing fault or neglect in relation to these Terms of Business.</p> <p>In that event:</p> <p>The Seller shall only be liable if the diseases are present because the Seller has caused the loss through intent or gross negligence or if the diseases were in acute outbreak in the Seller's herd at the time of delivery, cf. clause 3.4.</p>	<p>When weaners with Health Status "Unknown" are delivered, SPF and the Seller shall not be liable for occurrence of or signs of Undesirable Infection or Other Diseases, cf. however clause 16.6 in the delivered weaners unless the Seller acted with liability-inducing fault or neglect in relation to these Terms of Business, cf. clause 3.4.</p> <p>In that event:</p> <p>a) The Seller shall only be liable if the diseases are present because the Seller has caused the loss through intent or gross negligence or if the diseases were in acute outbreak in the Seller's herd at the time of delivery.</p> <p>b) SPF shall only be held independently liable for damage caused by its own fault or neglect, cf. clauses 15 and 13.2 of these Terms of Business.</p>
16.4.	SPF shall only be obliged to and responsible for registering the Seller's information about health conditions, cf. clauses 3.2, 3.3 and 3.4 and for giving the information to the Buyer.	
16.5.	In case a dispute arises concerning observance of the information duties in clauses 3.2, 3.3 and 3.4 the Seller and the Buyer are obliged to present relevant production data and veterinary reports etc. for the herd, at the request of SPF.	
16.6.	The Seller shall only be liable for salmonella infection and symptoms of salmonella infection (incl. antibodies in the blood) to the extent specified by the Danish veterinary authorities, SEGES/L&F and SPF-Sund.	The Seller and SPF shall only be liable for salmonella infection and symptoms of salmonella infection (incl. antibodies in the blood) to the extent specified by the Danish veterinary authorities, SEGES/L&F and SPF-Sund.
<b>17. Obligation to inspect and complaints</b>		
17.1.	The Seller shall have an obligation to check the weaners for visible faults and defects and for deficiencies in number at the latest immediately before collection by SPF.	The Buyer shall be obliged to check the weaners for visible faults and defects and for deficiencies in number immediately upon receipt.
17.2.	SPF shall have no obligation to check the weaners for visible faults and defects during loading as said inspection is entrusted to the Buyer on his receipt of the weaners.	

Clause	Terms of Purchase	Terms of Sale
	<b>Common Terms</b>	
	The Seller shall accept that any visible faults or defects which the Buyer ascertains on receipt of the weaners are considered to have been present on loading unless it can be documented that the fault(s) or defect(s) has/have arisen during transport.	
17.3.	It is recommended that complaints be lodged in writing, but verbal/telephone complaints shall also be accepted unless otherwise expressly stipulated elsewhere in the Terms of Business.	
17.4.	Complaints shall be lodged either with SPF or directly with the Seller /Buyer. Should the Buyer /Seller lodge a complaint directly with the Seller /Buyer but not simultaneously inform SPF hereof, he shall not be entitled to seek recompense from SPF at a later date in the case concerned.	
17.5.	SPF shall accept no liability whatsoever in cases where the Seller and Buyer have agreed compensation or begun negotiations on compensation without the participation of SPF or without its knowledge.	
17.6.	<p>All complaints shall be lodged with/sent to SPF immediately and without undue delay unless otherwise stipulated in Appendix B.</p> <p>Where export is concerned, complaints shall be lodged with SPF in all cases.</p> <p>Any subsequent, follow-up complaint on the part of SPF against the Seller or Buyer shall be considered timely if notification of said complaint is provided within 5 working days of SPF receiving the original timely complaint. Should said complaint deadlines be exceeded or should the complainant fail to lodge a complaint despite the fact that he has discovered or should have discovered the fault or deficiency, the right to compensation shall be lost.</p>	
17.7.	<p>In compensation claims where defects occur in a large proportion of the Consignment, the Seller shall be entitled to personally inspect the pigs supplied in the Buyer's herd within 8 days of the Buyer's complaint being lodged with SPF or within any stipulated complaint deadlines which are shorter.</p> <p>Said inspection shall be performed under the observance of a min. 12 hour and max. 24 hour personal quarantine period irrespective of the Health Status of the two herds. Said inspection shall always be performed in the presence of the Buyer and a sales consultant from SPF.</p> <p>If the Buyer refuses the Seller access to his herd, he shall forfeit the right to claim any breach of contract, cf. clause 13.1, for the faults or deficiencies about which he has complained.</p>	
17.8.	The Seller shall be obliged to check received statements of sale immediately on receipt.	The Buyer shall be obliged to check received invoices immediately upon receipt.
<b>18. Force majeure</b>		
18.1.	<p>The Parties' obligations pursuant to a Business Agreement are suspended in the event of force majeure without the Parties incurring liability.</p> <p>Force majeure means an external extraordinary event which is beyond the control of the Parties and which they should not reasonably have foreseen or overcome, and which means that the fulfilment of the agreement is not possible or will cause one of the Parties an unreasonable burden, taken his circumstances in account, including:</p> <ul style="list-style-type: none"> <li>a) fire, building damage, ventilation breakdown, slurry overflow and similar occurrences on the Seller's or Buyer's properties and at slaughterhouses;</li> <li>b) transfer and transport restrictions introduced by the Danish veterinary authorities and/or SEGES/L&amp;F;</li> <li>c) transfer and transport restrictions introduced by foreign authorities;</li> <li>d) strikes, lockouts and blockades irrespective of whether the Parties are a Party to the matter or the cause of such conflicts;</li> <li>e) lack of means of transport or traffic accidents;</li> <li>f) wars, riots, civil disturbances, natural disasters, exchange restrictions, bans on imports and exports, operational failure or closure of activities outside the Parties' control.</li> </ul> <p>The Party wishing to invoke force majeure shall, without undue delay and within 14 days of the occurrence of the force majeure event, give written notice to the other Parties of the force majeure event and expected duration of it. Written notice must also be given to the other Parties without undue delay when circumstances justifying force majeure are no longer present.</p>	

Clause	Terms of Purchase	Terms of Sale
Common Terms		
	<p>Once the force majeure event has ceased, the Parties' obligation under the Business Agreement will be resumed.</p> <p>If fulfillment of the agreement is made impossible due to force majeure for a continuous period of 30 days, any Party may choose to cancel the agreement immediately, by giving written notice to the other Parties.</p>	
<h2>19. Business Agreements in connection with possession, reorganisation or bankruptcy</h2>		
19.1.	<p><b>Possession</b></p> <p>Should a Buyer's or Seller's herd be taken into possession by a creditor, his agreements shall be cancelled immediately without any of the other Parties being entitled to compensation for loss.</p> <p>The creditor in possession may enter into a new Business Agreement. Said agreement shall be cancelled immediately without prior notice when possession is terminated. After the agreement has been terminated, the creditor shall remain liable for the claims that can be assigned to the agreement period.</p>	
19.2.	<p><b>Reorganisation</b></p> <p>Should a Buyer's or Seller's business be subjected to reorganisation, Section 12 o of the Danish Bankruptcy Act shall apply.</p>	
19.3.	<p><b>Bankruptcy</b></p> <p>The bankruptcy trustee shall without unjustified delay notify SPF whether the bankruptcy estate wants to conclude the existing Business Agreements, cf. Danish Bankruptcy Act, Section 55 (2).</p> <p>SPF informs all Parties in the affected Business Agreements no later than the day after the bankruptcy estate has made a decision.</p> <p>If the bankruptcy estate invokes the right to enter into the Business Agreement, the bankruptcy estate can at any time terminate the Business Agreement with one month's notice, cf. Danish Bankruptcy Act, Section 55 (3). When the bankruptcy estate enters into the Business Agreement, the agreed term of notice will be the same and mutually applicable to the Parties.</p>	
<h2>20. Transfer of Business Agreements</h2>		
20.1.	<p><b>In the event of a property or herd being sold,</b> the Buyer or Seller must be entitled to transfer the rights and obligations contained in a Business Agreement to the new owner if the other Parties to the Business Agreement accept said transfer in writing.</p> <p>Should the other Parties not give their acceptance, or should the new owner not wish to become a Party to the agreements concerned, the previous owner of the property/herd shall retain liability for the fulfilment of the agreement and for the debts incurred as a result of previous Consignments.</p>	
20.2.	<p>Should the property be sold or converted to another form of ownership (e.g. I/S, Aps or A/S) the provisions of clause 20.1 shall similarly apply.</p>	
20.3.	<p>In the event of the death of a Seller or Buyer (solvent estate) whose business has been operated under his sole proprietorship, all his Business Agreements shall be cancelled immediately with no other Parties being entitled to compensation for losses incurred.</p>	
<h2>21. Settlement of disputes, applicable law and venue</h2>		
21.1.	<p><b>Applicable law</b></p> <p>Any dispute or disagreement which directly or indirectly arises concerning the Parties' agreement or its interpretation shall be settled pursuant to Danish law.</p> <p>The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.</p>	
21.2.	<p><b>Negotiation</b></p> <p>The Parties shall be obliged to attempt to settle any disputes amicably through negotiations between the</p>	

Clause	Terms of Purchase	Terms of Sale
Common Terms		
	Parties.	
21.3.	<p><b>SPF shall choose the court</b> Should it not prove possible to solve a dispute through negotiations between the Parties, the dispute shall – at the discretion of SPF – be settled</p> <p>a) By the ordinary courts at SPF's venue pursuant to the Danish Administration of Justice Act (The Court in Esbjerg) or</p> <p>b) Finally, by arbitration at the Danish Institute of Arbitration in accordance with the rules adopted by the Arbitration Institute, applicable at the time at which the dispute is brought before it.</p>	
21.4.	<p><b>Right of third-party notice</b> SPF shall at any time be entitled to issue a third-party notice to the Seller and/or the Buyer during a pending action, irrespective of whether this is being heard by the Arbitration Tribunal or the ordinary courts.</p>	
21.5.	<p>The Seller shall be obliged to enter as a Party at the same venue as used by SPF's Buyer to raise product liability claims against SPF. The Buyer shall also be obliged to accept that SPF can bring an action against the Buyer at the same venue as an action against SPF concerning product liability is being heard.</p>	
21.6.	<p><b>Legal action direct between Seller and Buyer</b></p> <p>a) In a Business Agreement the Buyer and Seller shall not be entitled to bring legal action against SPF for matters and claims based on matters which SPF is not involved in or bears responsibility for.</p> <p>In such cases, the Seller and Buyer shall take legal action against one another without involving SPF. Such disputes between the Seller and Buyer shall be settled pursuant to the Parties' Three-party Agreement with SPF and these Terms of Business.</p> <p>The Seller and Buyer shall not attain a better legal position than that which follows from said agreements and terms.</p>	
21.7.	<p>In the event of any variation between the Danish language version and any other language versions of these Terms of Business, the Danish language version shall take precedence.</p>	
<b>22. SPF approvals and registrations</b>		
22.1.	SPF-Danmark A/S has CVR/VAT no. 31744520, Export VAT no. 12664621.	
22.2.	SPF's CHR no. is 062053.	
22.3.	SPF-Sund has approved SPF as an SPF carrier.	
22.4.	The Danish Veterinary and Food Administration has authorised SPF to carry out transport of pigs under license no. DK-T-S6-0076 and has registered SPF as an exporter of pigs.	
22.5.	SPF is QS certified and approved in accordance with Danish Transport Standard.	

## Appendix A Weaner standard and quality

<b>A.1.</b>	<b><i>Marking</i></b>
<b>A.1.1.</b>	<p>All weaners that are bought/sold shall prior to collection be ear-marked with the herd of origin's CHR number on an approved ear tag, cf. the Danish Veterinary and Food Administration's executive order on earmarking, registration and transfer of cattle, pigs, sheep or goats.</p> <p>Weaners may however be moved within Denmark without ear tags once SPF has received the stamp and signature of the Danish Veterinary and Food Administration's Regional Food Inspectorate on the "Business Agreement concerning non-tagged transfer", cf. applicable executive order. SPF shall file this copy of the Business Agreement concerning non-tagged transfer for at least one year after its expiry date</p>
<b>A.2.</b>	<b><i>Tail length</i></b>
<b>A.2.1.</b>	When registering weaners for sale, the Seller shall provide information on whether or not the Consignment includes tail docked pigs. If present, tail docking shall have been performed in accordance with the executive order no. 1402 of 27 November 2018 (and subsequent amendments) of the Ministry of Environment and Food of Denmark.
<b>A.2.2.</b>	In fixed Business Agreements, the Seller and the Buyer are responsible for the existence of a valid documentation letter if the weaners are tail docked. SPF offers to transmit and archive this documentation electronically, but under no circumstances can SPF be held responsible for any missing documentation concerning tail docking.
<b>A.3.</b>	<b><i>Open wounds</i></b>
<b>A.3.1.</b>	At the time of delivery, weaners shall have no open wounds resulting from castration, tail docking, tail biting, ear sucking, flank sucking, etc.
<b>A.4.</b>	<b><i>Hernia</i></b>
<b>A.4.1.</b>	Weaners with umbilical or scrotal hernias (undescended testicles) shall not be accepted for sale.
<b>A.5.</b>	<b><i>Weight</i></b>
<b>A.5.1.</b>	<p>a) When sold to a Danish Recipient, cf. the Order Confirmation, or in case of direct export without transfer/sojourn at an Assembly Centre, the pigs shall weigh on loading</p> <ol style="list-style-type: none"> <li>1. for 30-kg pigs: no pigs in the Consignment may weigh less than 26 kg (minimum weight) and none may weigh more than 35 kg (maximum weight). The average weight of all pigs in the Consignment shall be within the interval 28-32 kg.</li> <li>2. for 7-kg pigs: no pigs in the Consignment may weigh less than 7 kg (minimum weight) and none may weigh more than 12 kg (maximum weight). The average weight of all pigs in the Consignment shall be within the interval 7-9 kg.</li> </ol> <p>b) When sold for export, cf. the Order Confirmation, the pigs shall, during handling at the Assembly Centre, meet the same weight requirements as stipulated in a) 1 and 2.</p> <p>The pigs shall be weighed by means of the vehicle's weighing system during loading, cf. a). The resulting net weight of the Consignment shall then form the basis of the amount paid to the Seller and invoiced to the Buyer.</p> <p>In case of export with transfer/sojourn at an Assembly Centre weighing at the Assembly Centre shall be performed either by using a weighbridge or the vehicle's weighing system. The resulting net weight of the Consignment shall then form the basis of the amount paid to the Seller and invoiced to the Buyer.</p> <p>Should the vehicle not be equipped with a weighing system, weighing shall be performed</p> <ol style="list-style-type: none"> <li>1. at the nearest authorised weighbridge where sale to a Danish Recipient is concerned</li> <li>2. at the nearest authorised weighbridge or at the Assembly Centre's weighbridge where sale for export is concerned.</li> </ol> <p>The resulting net weight of the Consignment shall then form the basis of the amount paid to the Seller and invoiced to the Buyer.</p>

## Appendix A Weaner standard and quality

	<p>Where pig circles are concerned, deviations from said weight requirements shall be stated in the Pig Circle Contract, and where pooled sales are concerned, deviations shall be accepted by the Buyer prior to loading onto SPF's vehicle.</p>
<b>A.5.2.</b>	<p>Special requirements on 7-kg pigs The pigs must be maximum 6 weeks (except for special production) and the minimum age must be in accordance with statutory regulations.</p> <p>Should the Seller wish to supply weaned pigs together with non-weaned pigs, this shall be stated when the pigs are registered for sale, incl. the number of weaned pigs. Moreover, the Seller shall mark the pigs clearly and keep the two groups separated upon handover, so the Driver is able to keep them separated on the Transport Vehicle and so the Buyer is able to distinguish between the two groups of pigs upon receipt. The type of marking shall be explained to the Driver on loading and shall be described on the delivery note.</p>
<b>A.6.</b>	<b><i>Breed</i></b>
<b>A.6.1.</b>	<p>Pool Weaners: When registering Pool Weaners for sale, the Seller shall inform SPF if the breed combination deviates from DYL or DLY. The Seller shall also inform SPF whether the occurrence of weaners deviating from DYL or DLY exceeds 10%.</p> <p>Pig Circle Contracts: In Pigs Circle Contracts, the Genetic Basis must be declared unambiguously, and Seller must, at any time, obtain acceptance from Buyer and SPF if changes are desired in production, affecting the Genetic Basis of the weaners. In cases where Buyer accepts changes in the Genetic Basis, an addition to the original Pig Circle Contract must be made</p>

## Appendix B Complaints and deadlines

<b>B.1.</b>	<b>Complaint deadlines</b>																											
<b>B.1.1.</b>	<b>Fault or neglect</b>	10 days at the latest after the injured Party became aware of, or should have become aware of, the liability-inducing fault or neglect.																										
<b>B.1.2.</b>	<b>Incomplete fulfilment of Business Agreements</b>	<p>In general 8 days after the deficiency is ascertained</p> <p>Discrepancies in number 8 days after Delivery for discrepancies in number in the individual Delivery.</p> <p>Complaints are only permissible for discrepancies in number in relation to the number specified in the Business Agreement per year if an agreement has been concluded in the supplementary agreement on compensation for discrepancies in number in relation to the agreed number per defined yearly period. In such instance, the complaint shall be presented no later than 8 days after the expiry of the applicable yearly period.</p>																										
<b>B.1.3.</b>	<b>Deficient health condition</b>	At the time the Buyer is or should have become aware that a deficiency exists. Where export is concerned, however, 5 days at the latest after unloading at the Buyer's.																										
<b>B.1.4.</b>	<b>Deficiencies in the weaners delivered</b>	<table border="0"> <tr> <td>Aural haematoma</td> <td>On receipt, to the Driver*</td> </tr> <tr> <td>Flank sucking</td> <td>On receipt, to the Driver*</td> </tr> <tr> <td>Fresh tail bites/wounds</td> <td>On receipt, to the Driver*</td> </tr> <tr> <td>Tail length</td> <td>On receipt, to the Driver*</td> </tr> <tr> <td>Umbilical hernia</td> <td>On receipt, to the Driver*</td> </tr> <tr> <td>Boars, cryptorchid boars, hermaphrodites</td> <td>On receipt, to the Driver**</td> </tr> <tr> <td>Undescended testicles / scrotal hernia</td> <td>On receipt, to the Driver**</td> </tr> <tr> <td>Swayback</td> <td>On receipt, to the Driver*</td> </tr> <tr> <td>Castration tumours</td> <td>On receipt, to the Driver*</td> </tr> <tr> <td>Wounds, open</td> <td>On receipt, to the Driver*</td> </tr> <tr> <td>Weight</td> <td>On receipt, to the Driver*</td> </tr> <tr> <td>Ear sucking</td> <td>On receipt, to the Driver*</td> </tr> <tr> <td>No. of weaners (miscounts)</td> <td>On receipt, to the Driver*</td> </tr> </table> <p>*In the case of export, however, within 24 hours of unloading at the Buyer's at the latest. **In the case of export, however, within 3 months of pig slaughter at the latest.</p>	Aural haematoma	On receipt, to the Driver*	Flank sucking	On receipt, to the Driver*	Fresh tail bites/wounds	On receipt, to the Driver*	Tail length	On receipt, to the Driver*	Umbilical hernia	On receipt, to the Driver*	Boars, cryptorchid boars, hermaphrodites	On receipt, to the Driver**	Undescended testicles / scrotal hernia	On receipt, to the Driver**	Swayback	On receipt, to the Driver*	Castration tumours	On receipt, to the Driver*	Wounds, open	On receipt, to the Driver*	Weight	On receipt, to the Driver*	Ear sucking	On receipt, to the Driver*	No. of weaners (miscounts)	On receipt, to the Driver*
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No. of weaners (miscounts)	On receipt, to the Driver*																											
<b>B.1.5.</b>	<b>Errors in invoices and payments</b>	<p>Seller, Buyer or SPF must report errors within 30 days of invoice / settlement date.</p> <p>The Buyer, Seller and SPF respectively shall be obliged to pay/set off the difference immediately unless the complaint is unwarranted.</p> <p>If complaints are raised at a later date, SPF shall not be obliged to adjust the invoiced/paid amounts unless the Party gaining/benefiting from the error agrees to pay/set off the difference.</p>																										
<b>B.1.6.</b>	<b>Errors or deficiencies in delivery notes</b>	<p>Any errors or deficiencies discovered shall be brought to the attention of SPF immediately and otherwise without unfounded delay.</p> <p>SPF are obliged to check the delivery note immediately for any discrepancies, and correct any errors or deficiencies established. If no errors or deficiencies are established, it is the responsibility of the Buyer /Seller to document the error or deficiency.</p> <p>If complaints are raised at a later date, SPF shall not be obliged to adjust errors or deficiencies unless the Party gaining/benefiting from the error agrees to pay/set off the difference.</p>																										



## Appendix C

### Compensation maximization and standardization

<b>C.1.</b>	<b><i>Calculated values and amounts</i></b>
<b>C.1.1.</b>	<p>The following values shall be used in compensation calculations:</p> <ul style="list-style-type: none"> <li>a) "Weaner value": The value of a weaner of the same known or estimated weight on the date of delivery calculated as the "Estimated SPF+Myc price" minus DKK 50.</li> <li>b) "Slaughter value": Known, estimated or calculated slaughter weight [Danish Crown's average settlement price/kg + remaining payment amount for last financial year] on the date of delivery.</li> </ul>
<b>C.2.</b>	<b><i>Non-fulfilment of Business Agreements</i></b>
<b>C.2.1.</b>	<p>Deficiencies in the number of pigs in relation to the Business Agreement shall be compensated for by the Seller, unless caused by the conditions mentioned in clause 18.1. Compensation shall be calculated as:</p> <ul style="list-style-type: none"> <li>a) The contribution margin lost as a result of lacking Consignments/numbers is calculated on the basis of the agreed number and on the expected Danish contribution margin per finisher for the week in which the breach occurred as estimated by SEGES/L&amp;F. Said contribution margin per pig shall be converted into a contribution margin per pen place per day until the pen place has been taken by another pig, based on the following number of production days from the penning of weaners to slaughter: <ul style="list-style-type: none"> <li>1. 49 days in the case of "7-kg pigs", based on 7-30 kg production</li> <li>2. 90 days in the case of "30-kg pigs", based on 30-100 kg production</li> <li>3. 139 days in the case of "7-kg pigs", based on 7-100 kg production</li> </ul> <p>and</p> </li> <li>b) Any additional price in relation to the price stated in the Business Agreement paid by the Buyer for replacement weaners. Should the replacement price be lower than the price stated in the Business Agreement, the Seller shall not be entitled to claim the difference.</li> </ul>
<b>C.2.2.</b>	<p>Lacking ability to receive pigs in relation to the Business Agreement shall be compensated for by the Buyer, unless caused by the conditions mentioned in clause 18.1. Compensation shall be calculated as:</p> <ul style="list-style-type: none"> <li>a) The Buyer shall pay the difference between the agreed price per pig and any lower price per pig which the Seller obtains in selling the pigs to an alternative recipient.</li> <li>b) Should the Seller keep and house the pigs, compensation shall as a maximum be the difference between the agreed price and SPF Quotation Price applicable in the week when the pigs should have been delivered.</li> <li>c) Should Seller keep and house pigs from Brand Productions the compensation per pig shall as a maximum be the difference between the estimated weaner price and the SPF Quotation Price.</li> </ul>
<b>C.3.</b>	<b><i>Deficient in weight</i></b>
<b>C.3.1.</b>	<p>For "30-kg pigs", weight on reception at the Buyer's:</p> <ul style="list-style-type: none"> <li>1. The Seller shall provide compensation as follows for weaners that weigh less than stipulated in the Business Agreement or required by clause A.5.1 <ul style="list-style-type: none"> <li>a. When supplying a Danish Buyer: Weaners which weigh 2.0 kg or more below the minimum weight shall be priced at value, but max. 50% of the average price per pig in the total Delivery, including the pigs that are underweight. The weight of such pigs shall be subtracted from the total weight of the Consignment before the price of the remaining pigs is calculated.</li> <li>b. When supplying pigs for export: Weaners which weigh 4.0 kg or more below the minimum weight shall be priced at 50% of the agreed price for 30-kg pigs. Discrepancies of between 2.0 and 4.0 kg shall give a proportionate reduction in price. The weight of such pigs shall be subtracted from the total weight of the Consignment before the price of the remaining pigs is calculated.</li> </ul> </li> <li>2. Weaners which weigh more than 2.0 kg above the maximum weight stipulated in the Business Agreement or in clause A.5.1 shall be priced at the agreed maximum weight. The actual weight of such pigs shall be subtracted from the total weight of the Consignment before the weight and price of the remaining pigs are calculated.</li> <li>3. Should the average weight of the pigs in the Consignment be more than 3.0 kg above the maximum average weight agreed upon or stipulated in clause A.5.1, the price of the Consignment shall be calculated on the basis of the agreed maximum average weight plus 3.0 kg.</li> <li>4. Should the average weight of the pigs in the Consignment be more than 2.0 kg below the minimum</li> </ul>

## Appendix C

### Compensation maximization and standardization

	average weight agreed upon or stipulated in clause A.5.1, the price paid for the Consignment shall be calculated on the basis of the actual average weight minus 2.0 kg.
<b>C.3.2.</b>	<p>For "7-kg pigs", weight on reception at the Buyer's:</p> <ol style="list-style-type: none"> <li>1. Pigs which weigh 0.5-1.5 kg (both included) less than the minimum weight agreed in the Business Agreement shall be valued at 50% of the agreed price. The weight of such pigs shall be subtracted from the total weight of the Consignment, before the price of the remaining pigs is calculated.</li> <li>2. Pigs which weigh more than 1.5 kg below the minimum weight agreed in the Business Agreement shall be valued at DKK 0 (zero). The weight of such pigs shall be subtracted from the total weight of the Consignment, before the price of the remaining pigs is calculated.</li> <li>3. Pigs which weigh more than 1.0 kg above the maximum weight agreed in the Business Agreement shall be valued at the agreed price for maximum weight.</li> <li>4. Should the average weight of the pigs in the Consignment be more than 1.0 kg above the maximum average weight agreed upon or stipulated in clause A.5.1, the price of the Consignment shall be calculated on the basis of the agreed maximum average weight.</li> <li>5. Should the average weight of the pigs in the Consignment be more than 0.5 kg below the minimum average weight agreed upon or stipulated in clause A.5.1, the price paid for the Consignment shall be calculated on the basis of the actual average weight minus 1.0 kg.</li> </ol>
<b>C.3.3.</b>	Compensation shall be conditional on a weighing device being available at the Buyer's and on SPF being able to weigh the pigs for control purposes on the day after Delivery.
<b>C.4.</b>	<b><i>Other external defects and other defects</i></b>
<b>C.4.1.</b>	<p><b>Tail length</b></p> <ol style="list-style-type: none"> <li>a) Should SPF or the Buyer suffer loss due to the delivery of pigs whose tails have been docked by more than half or whose tails have been docked without express agreement in the Business Agreement, said loss shall be compensated by the Seller to SPF or the Buyer. Only the following types of loss shall be compensated: <ol style="list-style-type: none"> <li>1. Reduction in slaughter value</li> <li>2. Fines imposed by the slaughterhouse</li> <li>3. Fines imposed by public authorities as a result of purchased pigs which have been illegally docked by the Seller.</li> </ol> </li> <li>b) Should the Seller deliver pigs with undocked tails without express agreement with SPF and the Buyer these pigs are settled with 0 (zero) DKK unless otherwise agreed between the Parties</li> </ol>
<b>C.4.2.</b>	<p><b>Open wounds</b></p> <p>Pigs with open wounds caused by tail docking, tail biting, ear sucking, flank sucking, aural haematoma, serious abscesses, or similar defects shall be paid for/invoiced with a discount up to DKK 150 as they are unfit for transport, cf. clause D 7.2, regardless of whether the Driver has accepted the pigs concerned for transport.</p>
<b>C.4.3.</b>	<p><b>Umbilical hernia / scrotal hernia (undescended testicles) / Swayback</b></p> <p>Pigs with umbilical hernia, scrotal hernia or <i>swayback</i> shall be compensated by the Seller to the amount of the Purchase Price plus the DAKA fee. The DAKA fee shall be determined as DAKA's charge for 1 pig. In the case of 7 kg pigs, the DAKA fee shall only be incurred for every three pigs with umbilical /scrotal hernias or swayback.</p>
<b>C.4.4.</b>	<p><b>Boars / cryptorchid boars / hermaphrodites</b></p> <p>Boars, cryptorchid boars, hermaphrodites and pigs with undescended testicles shall each be priced / invoiced with a deduction of DKK 170. When exported, the total price of the pig at time of sale/purchase is deducted.</p>
<b>C.4.5.</b>	<p><b>Minor visible defects</b></p> <p>In the event of minor visible defects which are not mentioned in clause C.4, the Driver shall be entitled to decide whether to deduct up to DKK 100 per defective pig. Subsequent losses caused by said defects shall not be compensated.</p>
<b>C.4.6.</b>	<p><b>Coloured markings</b></p> <p>Compensation shall not be provided for weaners in the delivery with coloured markings.</p>
<b>C.4.7.</b>	<b>Death</b>

## Appendix C Compensation maximization and standardization

	<p>Pigs which die in the period between being loaded onto a Transport Vehicle and being unloaded at the Buyer's shall be compensated for by the Seller with 30% of the Purchase Price. In addition, the Seller shall pay the entire DAKA fee. The DAKA fee shall be determined and calculated according to clause C.4.3.</p>
<b>C.4.8.</b>	<p><b>Deficiencies concerning 7-kg pigs</b></p> <p>If, after Delivery, it is discovered that one or more of the special requirements on 7-kg pigs stipulated in clause A.5.2 was breached at the time of delivery, the price of all pigs in the Consignment shall be subsequently adjusted. Said adjustment shall be based on the estimated value of the pigs at the time of delivery on the proviso that the final price is never less than 50% of the original price. Value shall be estimated by a sales consultant from SPF. Compensation shall not be provided for secondary losses incurred by the Buyer.</p>

## Appendix D

### Requirements on loading and unloading conditions and on transport

<b>D.1.</b>	<i>Access and exit roads</i>
D.1.1.	<p>Access and exit roads at the loading and unloading facilities shall consist of firm, stable, well-drained, even surfaces in all kinds of weather. The Transport Vehicle shall be able to manoeuvre unhindered by trees, buildings (incl. overhanging roofs) or any other obstructions.</p> <p>Loading and unloading facilities shall be equipped with guttering.</p> <p>There shall be room for the Driver to move unhindered around the vehicle in connection with loading and unloading, including hatches or gates that ensure the Driver easy access to the loading and unloading facilities.</p>
<b>D.2.</b>	<i>Loading and unloading</i>
D.2.1.	<p>In the case of SPF Herds, loading and unloading shall be accomplished via approved facilities, cf. the Health Rules.</p> <p>In the case of non-SPF Herds, the facilities provided by the owner of the herd shall be used. Said facilities shall be cleaned before the Transport Vehicle arrives.</p>
D.2.2.	<p>The loading/unloading facilities shall contain a concrete platform measuring at least 1 x 1 m, which the Driver can use for changing clothes.</p> <p>The platform shall have been cleaned prior to the arrival of the Transport Vehicle and shall be cleaned after each visit. The Driver's entrance to the loading/unloading area shall be kept tidy and clear.</p>
<b>D.3.</b>	The Owner shall provide at least one person to help with loading or unloading.
D.3.1.	<p>The weaners shall be in suitable condition for transport, cf. clause D.7.2, clean and ready for loading at the Seller's at the collection time agreed with SPF or notified by the Driver.</p> <p>Similarly, the Buyer shall be ready to take possession of the weaners at the time notified by the Driver.</p>
<b>D.4.</b>	<i>Litter material, manure, and cleaning facilities</i>
D.4.1.	<p>The Seller shall supply wood flour/sawdust from the herd area immediately before surrendering the weaners. Litter shall be supplied in sufficient quantity (the Driver shall decide the amount).</p> <p>No litter other than wood shavings shall be acceptable.</p>
D.4.2.	<p>The Buyer's Recipient Herd shall accept delivery of litter and manure from the Transport Vehicle in connection with unloading.</p> <p>A cleaning area (with firm base) and water supply shall be provided in order that the Transport Vehicle can be washed after unloading.</p> <p>The water supply shall be capable of supplying at least 30 litres/minute.</p>
<b>D.5.</b>	<i>Special requirements of Seller or Buyer</i>
D.5.1.	<p>If the Seller /Buyer has special requirements regarding transport, including requirements in connection with brand production, SPF shall be given prior notification of such requirements at the latest when the transport is ordered. If no such notification is given, SPF shall not be held liable for the non-fulfilment of the special requirements.</p>
<b>D.6.</b>	<i>Space requirements and discrepancies in number of pigs</i>
D.6.1.	<p>SPF's transport planning is based on statutory requirements on the space provided per pig and the total weight per load. Such requirements cannot be waived.</p> <p>The Seller can however - with the Buyer's acceptance - notify SPF of discrepancies in number, weight or age up until five days before the agreed delivery date.</p> <p>In such cases, SPF reserves the right to change the agreed delivery time on the agreed delivery day and to charge the Seller for any additional transport costs.</p> <p>In the event of late or lacking notification of discrepancies, the Driver shall during loading be entitled to refuse to accept pigs to ensure that statutory requirements are met. The Seller shall also be obliged to compensate SPF for any loss in transport earnings in relation to the agreed Consignment.</p>
<b>D.7.</b>	<i>Statutory requirements on transport and fitness for transport</i>
D.7.1.	<p>Weaners shall on collection be fit for transport, cf. current statutory requirements.</p> <p>The owner shall confirm such fitness by signing the delivery note.</p>

## Requirements on loading and unloading conditions and on transport

	<p>The Driver shall however, despite the owner's confirmation, retain the unconditional right to refuse to accept pigs which he deems unfit for transport.</p> <p>Should an inspection performed by the authorities reveal that there are/have been pigs on the vehicle which were unfit for transport on collection, clause 7.5.d) shall apply.</p>
D.7.2.	<p>Criteria for fitness for transport are specified in Annex I, Chapter I of the Transport Regulation (Council Regulation (EC) no. 1/2005 (extract - translated):</p> <p>"1) No animal shall be transported unless it is fit for the intended journey, and all animals shall be transported in conditions guaranteed not to cause them injury or unnecessary suffering.</p> <p>2) Animals that are injured or that present physiological weaknesses or pathological processes shall not be considered fit for transport and in particular if:</p> <ol style="list-style-type: none"> <li>a. they are unable to move independently without pain or to walk unassisted;</li> <li>b. they present a severe open wound, or prolapse;</li> <li>c. they are pregnant female animals for whom 90% or more of the expected gestation period has already passed, or female animals who have given birth in the previous week</li> <li>d. they are sucking animals in which the navel has not completely healed;</li> <li>e. they are pigs of less than three weeks of age, unless they are transported less than 100 km.</li> </ol> <p>Furthermore, pigs shall weigh more than 10 kg if the journey from the place of departure to the place of destination exceeds 8 hours.</p> <p>In addition to the above, SPF shall take precaution to prevent pigs with the following weaknesses/injuries from being handed over for transport:</p> <ol style="list-style-type: none"> <li>6. large umbilical hernia, i.e. the hernia shall be smaller than the following maximum sizes/diameters: <ol style="list-style-type: none"> <li>a. 100-kg pigs: 15 cm</li> <li>b. 30-kg pigs: tennis ball</li> <li>c. 7-kg pigs: table tennis ball</li> </ol> </li> <li>7. scrotal hernia / undescended testicles</li> <li>8. serious open wounds (e.g. sucking lesions) or serious abscesses</li> <li>9. tail bites which are incompletely healed</li> <li>10. lameness</li> <li>11. prolapsed rectum</li> <li>12. aural haematoma</li> <li>13. injury</li> <li>14. mated gilts and pregnant sows after more than 102 days of gestation</li> <li>15. mated gilts and pregnant sows if the journey takes more than 8 hours</li> </ol> <p>If there is any doubt about a pig's fitness for transport, the Driver is authorised by SPF to decide whether he will refuse acceptance of the pig.</p>
D.8.	<i>Segregation of pigs during delivery and transport</i>
D.8.1.	<p>In accordance with Council Regulation (EC) no. 1/2005, the following categories of pigs shall be segregated during delivery and transport:</p> <ol style="list-style-type: none"> <li>a) Breeding boars (boars which have been used for mating purposes) shall always be collected/transported separately from other pigs.</li> <li>b) Sows shall not be collected/transported together with young boars.</li> <li>c) Gilts more than 6 months of age shall not be collected/transported together with young boars more than 6 months of age.</li> <li>d) Young boars more than 6 months of age shall only be collected/transported together if they have been reared together or have been kept in the same pen for at least 2 weeks immediately prior to delivery.</li> <li>e) Pigs of significantly varying size or age shall not be collected/transported together unless they have been reared together or are used to one another.</li> </ol>

## Appendix E SPF documents and support material

<b>E.1.</b>	<b><i>Delivery notes for weaners</i></b>
<b>E.1.1.</b>	SPF's delivery note forms shall only be used by the Seller for sales to SPF or transports arranged or performed by SPF.
<b>E.1.2.</b>	<p>The following shall be stated at the Supplier's or the Supplier's proxy on the delivery note accompanying every Consignment of weaners, the following shall be registered when loading at the Supplier's or the Supplier's proxy:</p> <ul style="list-style-type: none"> <li>a) transport number</li> <li>b) the Supplier Herd's CHR number</li> <li>c) the Supplier Herd's Health Status, Supplementary Health Information, any Conditional Health Status and salmonella information</li> <li>d) number of weaners</li> <li>e) weight and average weight</li> <li>f) any faults and defects in the weaners</li> <li>g) any other comments</li> <li>h) Form of Transport</li> <li>i) quotation and price stated</li> <li>j) loading conditions</li> </ul> <p>On the delivery note, the following shall be registered when unloading at the Buyer's or the Buyer's authorised Recipient:</p> <ul style="list-style-type: none"> <li>a) transport number</li> <li>b) the Recipient Herd's CHR number</li> <li>c) the Supplier Herd's Health Status, Supplementary Health Information, any Conditional Health Status and salmonella information</li> <li>d) marking of weaners</li> <li>e) any reservation of title</li> <li>f) number of weaners</li> <li>g) weight and average weight</li> <li>h) any faults and defects in the weaners</li> <li>i) any other comments</li> <li>j) Form of Transport</li> <li>k) quotation and price stated</li> <li>l) loading and unloading conditions</li> </ul>
<b>E.1.3.</b>	The delivery note shall be signed by the Supplier or the Supplier's proxy and the Buyer or the Buyer's authorized Recipient. Signature is effected with a smart-pen on a smart-phone, a tablet or similar, capable of representing the information in clause E.1.2. and receiving a signature. All Parties receive the delivery note per Email after unloading at the Buyer's.
<b>E.1.4.</b>	If there is no data connection at the Supplier's or the Recipient's, the delivery notes specified in clause E.1.2. shall be filled in physically in paper form and signed physically by the persons specified in clause E.1.3 as well as by the Driver.
<b>E.1.5.</b>	Where export or transport to countries other than Denmark is concerned, all Consignments shall be accompanied by a CMR freight bill. Said freight bill shall be signed by the dispatcher (Supplier or Assembly Centre), SPF and the Recipient. The freight bill shall state that the Consignment is delivered in accordance with Incoterms 2020, Delivery At Place, meaning that liability for the pigs is transferred to the Buyer when the pigs have been unloaded at the Recipient's. Any insurance shall be taken out and paid for by SPF as far as to the destination herd. Haulage shall be paid by SPF while import duties shall be paid by the Buyer.
<b>E.2.</b>	<b><i>IT aids</i></b>
<b>E.2.1.</b>	<b><a href="http://www.spf.dk">www.spf.dk</a></b>
<b>E.2.1.1.</b>	All SPF's Buyers and Sellers have, via a username and issued password, access to SPF-Portalen (via <a href="http://www.spf.dk">www.spf.dk</a> ), which is an Internet-based communication system.
<b>E.2.1.2.</b>	The username is the Email Address given by the Buyer or the Seller. The Buyer /Seller shall be obliged to use an active Email Address with associated inbox and to open the inbox daily, cf. clause E.2.2.
<b>E.2.1.3.</b>	The password gives access to information which is relevant to the business relations between the Seller,

## Appendix E SPF documents and support material

	<p>the Buyer and SPF. Key information on name, addresses, telephone numbers and herd Health Status (SPF-Sund) are available to anyone logging onto SPF-Portalen.</p>
<b>E.2.2.</b>	<b>Mailing via Email and use of Email Addresses</b>
<b>E.2.2.1.</b>	<p>SPF shall be entitled, without further agreement with the Buyer /Seller, to send post, including electronic delivery notes, invoices, statements of sale and Business Agreements, to the Email Address used as a username on SPF-Portalen, cf. Clause E.2.1.2.</p> <p>The Buyer / Seller shall be entitled to register additional Email Addresses for receipt of the various categories of post sent by SPF. The Buyer / Seller shall however be obliged to open all associated inboxes daily and to keep them accessible for delivery of Emails.</p>

## Appendix F Glossary and definitions

	In the Terms of Business, certain words and phrases starting with capital letter(s). These terms / phrases are defined in this appendix.
Arbitration Tribunal:	The Danish Agriculture & Food Council's Arbitration Tribunal for the pig sector, SPF-Danmark version.
Assembly Centre:	A place at which pigs from various herds are assembled prior to being transported abroad, cf. EU Veterinary Guidelines.
Other Diseases:	<p>a) Diseases which are not included in SPF-Sund's Health Rules designations/ Supplementary Health Information for SPF Herds or</p> <p>b) all diseases for herds with Health Status "Unknown"</p>
Batch:	Part of a Consignment as specified in the Business Agreement.
Blue Herd:	Production herd covered by SPF Owner Agreement and SPF Health Rules with blue safety level SPF Status.
Brand Production/ Brand Producer:	Pigs produced in accordance with specific lines of production e.g. Haltungsform I, II, III and IV, UK production, Antonius production and the like.
Business Agreement:	See clauses 1.5 and 1.6.
Buyer:	The legal person who purchases the pigs from SPF and is invoiced for the pigs supplied, etc.
Combined load:	The pigs delivered to the Recipient's Herd are transported together with pigs from other Supplier Herds and therefore have the Health Status of the Supplier Herd with the lowest Health Status of the herds involved, cf. "Form of transport" however.
Conditional Health Status:	<p>Designation, which is provisionally given together with Health Status,</p> <ul style="list-style-type: none"> <li>• when there are temporary restrictions on sale</li> <li>• when a deviation from or contravention of the Health Rules has been ascertained</li> <li>• when Undesirable Infection is suspected in a herd covered by SPF-Sund's "Health Rules".</li> </ul> <p>The designation "Conditional Health Status" covers both "primary conditional health status" and "secondary conditional health status". Primary conditional health status concerns the herd in which the suspicion arose or for which restrictions have been imposed, while secondary conditional health status concerns herds which have business relations with the herd with primary conditional health status. Pigs may be sold from herds with Conditional Health Status with the Buyer's acceptance.</p>
Consignment:	The number of pigs which according to the Business Agreement is determined for Delivery at the same time (normally a week-number) (and which may consist of several Batches, cf. the Business Agreement).
Delivery:	The act of transferring/transporting pigs from the Supplier to the Recipient using SPF as the carrier.
Driver:	Driver employed by SPF or by another carrier.
Duty to inform:	The Seller's obligation to inform SPF and the Buyer about health conditions he must assume important for the Buyer or which he must assume that the Buyer would emphasize knowing.
Email and Email Address:	Mailing form and address that SPF can choose, cf. clause E.2.2.
Form of Transport:	Designation which specifies whether the pigs are transported by SPF Vehicle,



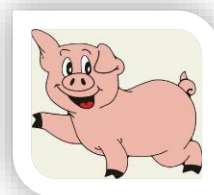
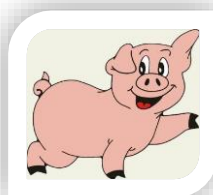
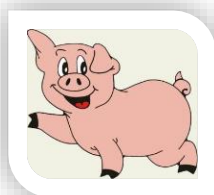
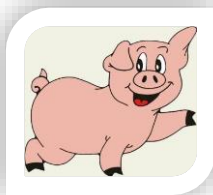
## Appendix F Glossary and definitions

	Open Vehicle or Combined Load with pigs from other herds.
FVST:	Danish Veterinary and Food Administration ( <a href="http://www.fvst.dk">www.fvst.dk</a> ), part of the Ministry of Environment and Food, with responsibility for veterinary control.
Genetic Basis:	The breeding strategy used in pig production in terms of female and male animals.
Health Rules: Health Status:	SPF-Sund's "SPF Health Rules for SPF Herds". The permanent Health Status recorded and declared by SPF-Sund: <ul style="list-style-type: none"> <li>• "SPF": cf. "Health Rules"</li> <li>• "Unknown": No agreement with SPF-Sund on Health Status declaration.</li> </ul>
L&F	Landbrug og Fødevarer = Danish Agriculture & Food Council ( <a href="http://www.lf.dk">www.lf.dk</a> ), a professional organisation for the entire Danish agriculture and food sectors.
Open Vehicle:	Vehicle, which is not protecting against infection, which is owned – or hired – by SPF and which is used to deliver pigs with Health Status: "Unknown", irrespective of the Health Status of the Supplier's Herd.
Order Confirmation:	See clauses 1.5 and 1.6
Parties:	The Seller + the Buyer + SPF, who have entered into a Business Agreement with each other.
Party:	One of the Parties.
Pig Circle Contract:	The Pig Circle Contract is either a Two-party Agreement or a Three-party Agreement in which the trade conditions for ongoing Deliveries of weaners are described.
Pig Levy Fund:	The Pig Levy Fund was established in 1972 to provide funding for activities aimed at strengthening the development potential and competitiveness of the pork sector as a whole. Pig Levy Fund (Svineafgiftsfonden), Axeltorv 3, 1609 Copenhagen V. Further information at <a href="http://www.svineafgiftsfonden.dk">www.svineafgiftsfonden.dk</a> .
Pool Weaner:	Weaners traded in the free market via an Order Confirmation between Seller, Buyer and SPF.
Production Levy:	The purpose of the Pig Levy Fund is to strengthen the development potential and competitiveness of the pork sector as a whole and for that purpose a so-called Production Levy per exported weaner is charged.
Purchased (Undesirable) Infection:	An infection transferred from the Seller's herd to the Buyer's /Recipient's Herd together with delivered pigs. Applies to both SPF Diseases and Other Diseases.
Purchase Price:	The invoiced price, excl. SRK premiums and VAT, but incl. other taxes, royalties, charges, etc.
Recipient:	The owner of the herd where the purchased pigs are to be unloaded.
Recipient Herd:	The herd/property at which the pigs are unloaded.
Red Herd:	DanAvl herd covered by SPF Owner Agreement and SPF Health Rules with red safety level SPF Status.
SEGES	SEGES, <a href="https://en.seges.dk">https://en.seges.dk</a> , with the subdivision SEGES Gris, (SEGES Pig – <a href="https://pigresearchcentre.dk">https://pigresearchcentre.dk</a> ), a part of Landbrug og Fødevarer (the Danish Agriculture & Food Council).

## Appendix F Glossary and definitions

Seller:	The legal person who sells the pigs to SPF and receives payment for the pigs supplied.
SPF:	SPF-Danmark A/S.
SPF Diseases:	The seven specific diseases declared in the SPF system.
SPF Driver:	Driver employed by SPF and approved by SPF-Sund for the transport of SPF pigs.
SPF Herd:	Pig herd approved and declared by SPF-Sund.
SPF Owner Agreement:	Owner Agreement with SPF-Sund, cf. Health Rules.
SPF Portalen:	See clause E.2.
SPF Quotation Price:	Every week SPF sets the market price for weaners in SPF Herds declared as PRRS negative and PRRS positive herds. Furthermore, every week SPF sets a SPF market price for weaners from herds with Unknown SPF health Status.
SPF-Sund:	SPF Health is a part of Landbrug og Fødevarer (Danish Agriculture and Food Council) (L&F, <a href="http://www.lf.dk">www.lf.dk</a> )
SPF Vehicle:	Transport Vehicle owned by SPF, approved pursuant to the Transport Rules and used to deliver weaners with the same Health Status as the Supplier Herd or Form of Transport, cf. clause 3.5 a).
Supplementary Health Information:	The "Supplementary Health Information" recorded by SPF-Sund: <ul style="list-style-type: none"> <li>• for other herds: information on salmonella status, cf. statutory regulations,</li> <li>• for SPF Herds: cf. Health Rules.</li> </ul>
Supplier:	The owner of the herd from which the pigs are supplied.
Supplier Herd:	The herd/property at which the pigs are loaded.
Terms of Business:	Has the meaning that appears in the section "Content and lineup of the Terms of Business"
Terms of Purchase:	Has the meaning that appears in the section "Content and lineup of the Terms of Business"
Terms of Sale:	Has the meaning that appears in the section "Content and lineup of the Terms of Business"
Transport Rules:	SPF-Sund's SPF Transport Rules for SPF Carriers.
Transport Vehicle:	Generic term for SPF Vehicle or Open Vehicle.
Two-party and Three-party Agreements:	See clauses 1.5 and 1.6.
Undesirable Infection:	Infection with anyone of the SPF Diseases in a SPF Herd, cf. SPF-Sund's Health Status designations.





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