

General Terms and Conditions of Sale and Delivery

The Purchaser hereby agrees, that the Göttingen Minipigs are delivered according to the below stated General Terms and Conditions of Sale and Delivery. These General Terms and Conditions of Sale and Delivery shall supersede and take the place of any previous General Terms and Condition of Sale and Delivery accepted by the Purchaser.

Clause 1. Product

Ellegaard Göttingen Minipigs A/S (The Seller), Soroe Landevej 302, DK-4261 Dalmose has the permission and rights to produce and sell Göttingen Minipigs.

The product is live animals (Göttingen Minipigs), which when frightened or under stress may present a hazard to their caretakers. Consequently, the Purchaser and any other persons handling the animals shall use caution and be careful to avoid bites and scratches from kicking hooves. Further, the Purchaser is legally responsible for a wrongly act or omission in relation to handling and managing the animals.

Clause 2. Non-breed and non-resale agreement

Göttingen Minipigs shall be sold subject to this breeding protection clause and the signed Non-Breeding Agreement. The Purchaser may NOT use the Göttingen Minipigs for breeding, cloning, genetic modification or other reproduction purposes, unless the sole purpose of breeding, cloning, genetic modifying or any other type of reproduction is research specifically covered by a Material Transfer Agreement (MTA) between The Purchaser and The Seller, cf. the Non-Breeding Agreement. The Göttingen Minipigs, or part thereof, may NOT be handed over or otherwise made available to any third party for any scientific purposes, cf. the Non-Breeding Agreement, but might be rehomed provided that the state of health of the animal allow it and appropriate measures have been taken to safeguard the future well-being of the Göttingen Minipigs, and that the Göttingen Minipigs have been neutralized before rehoming and records are kept documenting the neutralization and the rehoming party. For the avoidance of doubt, in no event shall The Seller incur any liability in relation to rehoming of Göttingen Minipigs supplied to The Purchaser and, thus, any such liability related to and/or arising out of rehoming of Göttingen Minipigs shall be a matter only between The Purchaser and the rehoming party.

Clause 3. Quotations, Delivery and Cancellations

All orders will be booked for delivery at the prices prevailing as of the date of order Both prices and delivery are subject to the appropriate reservations regarding strikes, lockout and other circumstances beyond the control of the Seller; see Clause 10. Unless otherwise agreed in writing, delivery times stated by the Seller shall be approximate. If the Seller becomes aware that an agreed-upon delivery time cannot be observed, or that a delay must be assumed to be probable, the Purchaser will receive written notification to this effect, and, to the extent possible, an indication of the time that delivery is estimated.

If the Seller is unable to deliver the Göttingen Minipigs at the agreed-upon time of delivery, or any other extended delivery time agreed upon according to the preceding paragraph, the Purchaser shall be entitled to rescind the appropriate order with written notice. However, such notice shall be given immediately after the Purchaser receives notice of the delay from the Seller or the agreed-upon time of delivery has passed, whichever comes first.

In the event that Purchaser cancel or changes an order for Göttingen Minipigs later than 14 days before delivery, 50% of the prevailing price of the cancelled or changed part will be charged. On orders for pregnant sows that are cancelled or changed after order confirmation, 100% of the prevailing price of the cancelled or changed part will be charged, cf. the Price List.

Clause 4. Technical Data, Product Information, etc.

Any information in brochures, catalogues, price-lists, etc. regarding weight, properties and other data are approximate and shall not be binding for The Seller.

Clause 5. Special Delivery Terms

The Göttingen Minipigs will be delivered at the Purchaser's address, and the Purchaser shall make all the appropriate arrangements after delivery to avoid the risk of infections, including making arrangements to bring the Göttingen Minipigs safely to their own animal room. The Seller shall deliver the Göttingen Minipigs in transport crates that are to be cleaned and disinfected by the Purchaser immediately after delivery, in order for the Seller to return the crates. In case of air shipments the Purchaser shall make arrangements to have the Göttingen Minipigs safely picked up in the airport. The transport crates should not be returned to the Seller in this case and the transport crates are invoiced to the Purchaser.

Clause 6. Passing of the Risk

The risk shall pass to the Purchaser upon delivery of the Göttingen Minipigs in transport crates at the point of delivery.

Clause 7. Payment

The terms of payment appear from the order confirmation and/or the appropriate invoice. If the Purchaser does not pay in due time, the Seller is entitled to charge default interest from the date of maturity with 1.5% per month or fraction of a month.

Clause 8. Defects and Time Limit for Delivery

Immediately after receipt of the Göttingen Minipigs, the Purchaser shall make a thorough examination of the minipigs to ensure that the minipigs conform to the expected quality.

Seller's liability for defects is by Seller's choice limited to replacement delivery, cancellation of the purchase, proportionate reduction or remedy. The duty of remedying according to this clause 8 does not comprise such cases where non-conformity is due to the fact that the Göttingen Minipigs have not been taken care of and treated in full compliance with the Seller's instructions, nor to incorrect or inappropriate use.

If the Purchaser wants to complain of any non-conformity, a complaint in writing must be forwarded without undue delay immediately after such non-conformity has been ascertained. If the Purchaser fails to do so notwithstanding that he has discovered or ought to have discovered the lack of conformity, the Purchaser may not rely on the lack of conformity at a later stage.

After the Seller has received a complaint of non-conformity that is deemed to be comprised by this provision, the Seller will remedy the non-conformity without delay. In providing replacement Göttingen Minipigs, it is a prerequisite that Göttingen Minipigs of the correct quality are available. Consequently, the delivery of replacement Göttingen Minipigs may be delayed, and this shall not constitute reason for the Purchaser to cancel the order or to claim damages from the Seller.

Unless otherwise agreed, the Purchaser shall pay the costs and assume the risk associated with the transport and the delivery of the new minipigs if the Seller receives inadequate documentation in connection with delivery of replacement minipigs.

After the risk for Göttingen Minipigs delivered has passed to the Purchaser, the Seller shall have no liability for non-conformity over and above such duties as are specified above.

Thus, the Seller waives liability for any indirect loss, including, but not limited to, consequential loss or loss of time or any other indirect loss that the appropriate non-conformity might have caused the Purchaser.

Purchaser may only use the Göttingen Minipigs for the purposes agreed upon with the Seller within the scope of the Non-Breeding Agreement.

Clause 9. Liability for Tort - Product Liability

If Göttingen Minipigs delivered by the Seller cause an injury or damage, the Seller shall be liable for personal injury on condition that the Purchaser can prove that such injury is due to negligent or intentional actions or omissions on the part of the Seller. The Seller shall have no liability for damage to real or personal property. The Seller shall in no circumstances be liable for consequential loss, loss of profit or any other indirect loss. To the extent that the Seller might be held liable towards any third party, the Purchaser shall be obliged to indemnify the Seller to the extent that such liability extends beyond the limits set out above. The Purchaser agrees to be sued before the same court as hears any

claim for damages brought against the Seller on the occasion of injury or damage allegedly caused by non-conformity in minipigs delivered by the Seller.

Seller's liability for damages is, irrespective of the legal basis applied, limited to the invoice value of the amount of products related to the incident causing the damage.

Clause 10. Exemptions from Liability - Force Majeure

The following circumstances shall exempt the Seller from liability if occurring after conclusion of the appropriate order and preventing its due performance:

Labour disputes, strikes, lockout and any other circumstances beyond the control of the parties, including, but not limited to, fire, war, mobilization or unforeseeable military call-up to a similar extent, acts of sabotage, seizure, currency restrictions, insurrection and civil commotion, shortage of means of transport, general shortage of materials and defects in deliveries from sub-contractors, or delays in such deliveries that are due to any of the circumstances referred to in this paragraph.

The party who wants to rely on any or all of the above-mentioned circumstances shall notify the other party in writing and without delay of the occurrence and cessation of the frustrating event.

Either party shall be entitled to rescind the appropriate order by notification in writing to the other party within a reasonable period of time when performance by the relevant party becomes impossible due to any of the circumstances referred to in this Clause.

Clause 11. Disputes - Venue

Any disputes or controversies arising out of or in connection with these General Terms and Conditions of Sale and Delivery and any provisions associated therewith shall be settled according to the rules of Danish law, and the Danish Maritime and Commercial Court of Copenhagen shall be the venue.

