

ESSENTIA (BHJ A/S): GENERAL CONDITIONS OF PURCHASE

1. APPLICATION

The General Purchase Conditions below are applicable to all contracts entered into or all orders placed by Essentia (BHJ A/S) (hereinafter called "Essentia") with suppliers, appearing on the obverse hereof.

2. CONCLUSION OF A BINDING AGREEMENT

An order shall only be binding if it is in writing and has been confirmed by Essentia in writing. By confirming or executing orders, the supplier accepts Essentia's General Conditions of Purchase. Any conditions of the supplier that do not comply with Essentia's General Conditions of Purchase shall not be binding, even though such conditions have not been explicitly rejected by Essentia. Essentia's taking delivery of goods shall not be interpreted as Essentia's implied acceptance of any deviating terms of delivery.

3. TIME AND PLACE OF DELIVERY AND TRANSPORT

The place of delivery is the delivery address stated in the order confirmation on the obverse hereof. The time of delivery specified by Essentia shall be strictly observed. Any delay of delivery or any delivery made before the time agreed upon entitles Essentia to cancel the order and claim damages. If Essentia fixes a new time of delivery, this implies that any deviation from such time of delivery shall be deemed a fundamental breach. Essentia will then again be entitled to cancel the order and claim damages. The parties' agreement on transport, costs of transport and the passing of the risk appears from the order confirmation on the obverse hereof, defined as Incoterms 2010.

4. DEVIATION IN QUANTITIES

Deviations in quantities of up to +/- 5% shall be deemed non-fundamental. Deviations of more than +/- 5% shall be deemed fundamental and shall entitle Essentia to cancel the order and/or claim damages.

If the quantity delivered is less than agreed, Essentia is always entitled to claim compensation for expenses defrayed in vain for transport.

5. QUALITY REQUIREMENTS

The goods supplied shall be of satisfactory quality and fit for the purpose according to the order confirmation on the obverse hereof. The supplier shall be responsible for supplying goods that meet the quality, veterinary and other requirements and standards of both the country of origin, the country of production and the country of destination. In the event of disagreement among such requirements and standards, the strictest requirements and standards shall apply. The supplier shall be responsible for ensuring that the goods supplied are not covered by any rules that prevent Essentia from re-exporting the goods to the specified destination.

The supplier shall be responsible for ensuring that the necessary official certificates, e.g. veterinary certificates, are issued for the goods, also in the event of transiting of the goods.

6. GUARANTEE

The supplier guarantees that the goods supplied meet the requirements specified in the agreement. If the goods deviate from these requirements, Essentia is entitled to demand replacement delivery immediately without any expenses on the part of Essentia and is also entitled to claim damages, including but not limited to reimbursement for product recall, cf. section 7. Essentia accepts no limitation of such liability. The supplier waives his right to make objections on the basis of delayed complaint.

7. PRODUCT RECALL

In the event Essentia or one of its customers performs a recall of the goods, or of products containing the goods and the recall is required due to a breach by the supplier of the agreement, then the supplier shall reimburse Essentia's losses, costs, including, but not limited to, notification costs, return costs, cost of field recall, freight, and rework incurred in effecting any product recall.

8. PRODUCT LIABILITY

The supplier guarantees, without any limitation in terms of time, that the goods do not suffer from any defects that may cause damage or injuries. The supplier shall indemnify Essentia against any product liability claims from its customers, distributors or other third party arising from any such goods delivered by the supplier as well as any legal cost of such action. Essentia will permit the supplier to assume or participate in the defense of such liability claim at the supplier's expense. The supplier will co-operate with Essentia in such defense when requested to do so.

9. DISPATCH

If not complying with the shipping instructions issued by Essentia, the supplier shall be liable for any additional transport costs and other losses or damages arising as a result hereof.

10. REFUSAL TO ACCEPT THE GOODS

The order confirmation on the obverse hereof was issued subject to no circumstances arising in the country of destination and/or origin prior to the passing of the risk - regardless of the nature of such circumstances, for example veterinary, legal, economic or political circumstances - that partly or totally prevent the import of the goods into the country, or the export from the country of origin. If such a situation arises, Essentia reserves the right to renegotiate and/or cancel the order.

11. EXPORT REFUNDS

If Essentia or others are entitled to export refunds from the EU in relation to the goods supplied, cf. the (sub)headings of the common customs tariffs stated in the order confirmation or otherwise, the supplier will be responsible for ensuring that Essentia receives well in advance of any deadlines in EU or national legislation all required documentation in relation to the export of the goods to the country of destination (including without limitation all documents related to the customs clearing within 1 month of the goods crossing the border of the country of destination) to enable payment of the EU export refunds. The supplier guarantees that all conditions related to the import to the country of destination and subsequent use and further circulation of the goods under applicable EU or national legislation for entitlement to export refunds are adhered to. The supplier will at its own cost assist Essentia in relation to any investigations or request for further documentation from EU or national authorities related to the goods. The supplier will indemnify and hold Essentia harmless from any damages, claims, sanctions (including penalties or re-imbursements), costs or expense (including reasonable fees for attorneys and other professionals to settle any claim in or out of court) arising out of the supplier's failure to fulfill its obligations in relation to the goods.

12. VENUE AND APPLICABLE LAW

The venue for any dispute arising out of the order confirmation on the obverse hereof and these General Conditions of Purchase shall be Danish courts.

Danish law shall apply to the settlement of any dispute with the exception of the Danish Act No. 733 of 7 December 1988 incorporating the United Nations Convention on Contracts for the International Sale of Goods into Danish law.