



GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

§ 1 SCOPE OF APPLICABILITY

- 1.1** These General Terms and Conditions of Sale and Delivery (the “**GTCS**D”) apply to all sales of goods, including live animals (the “**Göttingen Minipigs**”) and related biological material including but not limited to blood products, biofluids, tissues and organs (the “**Material**”) (Göttingen Minipigs and Material collectively referred to as the “**Product**”) by Ellegaard Göttingen Minipigs A/S (the “**Seller**”) notwithstanding any conflicting, contrary or additional terms and conditions in any purchase order or other communication from the purchaser of the Product (the “**Purchaser**”). No such conflicting, contrary or additional terms and conditions shall be deemed accepted by the Seller unless they are expressly confirmed by in writing by the Seller.
- 1.2** The Seller reserves the right to change these GTCS D at any time. The currently valid version of the GTCS D will be made available at the Seller’s website: <https://www.minipigs.dk/>. This version is valid as of 1 January 2023.
- 1.3** In addition to these GTCS D the Purchaser is obligated to treat the live animals with care and respect and in accordance with all relevant international and national animal welfare and protection legislation in the jurisdiction of the Purchaser.

§ 2 OFFERS, PURCHASE ORDERS AND ORDER CONFIRMATION

- 2.1** All orders by the Purchaser are subject to acceptance from the Seller and are subject to the availability of the products ordered by the Purchaser.
- 2.2** All orders must be made by submitting an order form (the “**Order Form**”), to be found at the Seller’s webpage, filled in with all required information, to the Seller in accordance with the submission instructions on the Order Form.
- 2.3** Acceptance from the Seller of an order made by the Purchaser will be made in the form of a written order confirmation sent by the Seller to the Purchaser stating the agreed Product, amount of Product, price, delivery information and terms of payment etc.

§ 3 PRICES AND TERMS OF PAYMENT

- 3.1** The price for the Product shall be those set forth in the Seller’s order confirmation, in accordance with

the relevant list of prices available at the Seller’s website.

- 3.1.1** All prices are exclusive of taxes, impositions and other charges, including, but not limited to, sales, value added, export, import and similar taxes or charges imposed by any government authority in connection with the Seller’s sale and delivery of the Product.
- 3.2** Unless expressly stated otherwise in the Seller’s order confirmation, payment for the Product shall be made within 20 days of delivery of the Product without offset or deduction.
- 3.2.1** In case of default in the payment by the Purchaser, the Seller is entitled to charge default interest from the date of maturity with 1.5 per cent per month or fraction of a month. This is in addition to any rights the Seller might also be entitled to exercise in accordance with Danish law.

§ 4 CANCELLATIONS

- 4.1** If the Purchaser cancels or changes an order that has been confirmed and accepted by the Seller via an order confirmation sent to the Purchaser, later than 14 days before delivery of the order is scheduled, then 50 per cent of the agreed upon price of the changed or cancelled order will be charged to the Purchaser.
- 4.2** If the Purchaser cancels or changes an order for pregnant sows after having received an order confirmation from the Seller, 100 per cent of the agreed upon price of the charged or cancelled order will be charged to the Purchaser.

§ 5 TERMS OF DELIVERY OF MATERIAL

- 5.1** All deliveries for Material ordered by the Purchaser will be booked at the prices prevailing at the time the Seller sent an order confirmation to the Purchaser.
- 5.2** Unless the Purchaser and the Seller has agreed otherwise in writing, all delivery times stated by the Seller are to be considered approximate only.
- 5.2.1** If the Seller becomes aware, that an agreed upon approximate delivery time cannot be observed or that a delay must be considered probable, the Seller will notify the Purchaser in writing or by phone of this delay, and to the extent possible estimate a new time of delivery.

5.2.2 The Purchaser is not entitled to cancel its order in case of delayed delivery from the Seller or expected delayed delivery or any other extended delivery time according to 5.2.1 unless the delay is significant.

§ 6 TERMS OF DELIVERY OF GÖTTINGEN MINIPIGS

6.1 All deliveries for Göttingen Minipigs ordered by the Purchaser will be booked at the prices prevailing at the time the Seller sent an order confirmation to the Purchaser.

6.2 Unless the Purchaser and the Seller has agreed otherwise in writing, all delivery times stated by the Seller are to be considered approximate only.

6.2.1 If the Seller becomes aware, that an agreed upon approximate delivery time cannot be observed or that a delay must be considered probable, the Seller will notify the Purchaser in writing or by phone of this delay, and to the extent possible estimate a new time of delivery.

6.2.2 The Purchaser is not entitled to cancel its order in case of delayed delivery from the Seller or expected delayed delivery or any other extended delivery time according to 6.2.1 unless the delay is significant.

6.3 The Purchaser shall make all appropriate arrangements to receive the Göttingen Minipigs at the Purchaser's place of business, including (but not limited to) taking all precautions to avoid compromising the health and the welfare of the Göttingen Minipigs.

6.4 All Göttingen Minipigs will be delivered to the Purchaser from the Seller in transport crates, which are to be cleaned and disinfected by the Purchaser immediately after delivery is made, in order for the transport crates to be returned to the Seller in a clean and disinfected state.

6.5 The transport crates mentioned in clause 6.4, in which the Göttingen Minipigs are transported, is the sole property of the Seller and remains to be the sole property of the Seller after delivery of the Göttingen Minipigs to the Purchaser.

6.6 In case the delivery of Göttingen Minipigs is made by air shipments outside Europe, the Purchaser shall make all appropriate arrangements to receive the Göttingen Minipigs at the agreed upon airport, instead of the Purchaser's place of business, cf. also

clause 7. In case of air shipments, the transport crates shall not be returned to the Seller but will instead be charged to the Purchaser and stated on the order confirmation from the Seller.

§ 7 PASSING OF RISK

7.1 The ownership of the Göttingen Minipigs delivered shall remain with the Seller and shall not pass to the Purchaser until the Göttingen Minipigs have been delivered by the Seller at the place of business of the Purchaser. Incoterms DAP apply to all deliveries of Göttingen Minipigs from the Seller to the Purchaser made without air shipments.

7.1.1 Delivery in accordance with clause 7.1 is made, when the transport lorry transporting the acquired Göttingen Minipigs to the Purchaser, is parked at the agreed upon place of delivery and the lorry driver has opened the doors to the lorry. It is the responsibility of the Purchaser to unload the acquired Göttingen Minipigs from the transport lorry, as the risk passes to the Purchaser when the doors to the lorry have been opened.

7.2 In case of air shipments outside Europe of Göttingen Minipigs, the ownership of the Göttingen Minipigs shall pass to the Purchaser upon the Göttingen Minipigs being received by the Purchaser at the agreed upon airport. Incoterms DAP apply to all deliveries of Göttingen Minipigs from the Seller to the Purchaser made with air shipments.

7.2.1 Delivery in accordance with clause 7.2 is made when the Purchaser has taken possession of the transport crates in the agreed upon airport whereto the Göttingen Minipigs have been shipped. It is the responsibility of the Purchaser to unload the acquired Göttingen Minipigs from the airplane in question, and safely transport them to the place of business of the Purchaser or quarantine facility, whichever is agreed upon in writing between the Seller and the Purchaser.

7.3 The ownership of the acquired Material shall pass the Purchaser upon the Seller's delivery of the Material to an external courier.

§ 8 ACCEPTANCE OF PRODUCT

8.1 The Purchaser must inspect the Product delivered immediately upon delivery/receipt.

8.2 The Purchaser is deemed to have accepted the

Product delivered, unless written notice of rejection specifying the reasons for rejection is received by the Seller within 24 hours after delivery of the Product.

- 8.3** If the Purchaser sends such a notice of rejection to the Seller, and the Seller agrees with the reasons for the Purchaser's rejection of all or some of the delivered Product, the Seller may at its sole discretion choose the appropriate method of remedy which may include, i.a. reduction of the purchase price or re-delivery of the rejected Product.

§ 9 USE OF PRODUCT

- 9.1** The Product may upon receipt by the Purchaser be used by the Purchaser for biomedical research purposes only.
- 9.2** The Purchaser must inform the Seller of the intended use of the Product upon placing the order for the Product with the Seller.
- 9.3** The Product, or part thereof, may not be handed over, re-sold or otherwise made available to any third party, for any scientific or other purposes, apart from Rehoming, see Section 12.

§ 10 INTELLECTUAL PROPERTY RIGHTS

- 10.1** All intellectual property rights related to the Product is the sole property of the Seller.
- 10.2** The Purchaser is obligated to ensure, that the Purchaser, any of its affiliates or contracting third parties, do not upon the intellectual property rights of the Seller related to the Product acquired or used by the Purchaser.

§ 11 NON-BREEDING

- 11.1** The Purchaser is prohibited from using the delivered Product, for breeding, genetic engineering, cloning or any other reproduction or propagation purposes, unless the sole purpose of the breeding, genetic engineering, cloning or other type of reproduction or propagation is specifically subject to a signed Material Transfer Agreement (MTA) or other written agreement between the Purchaser and the Seller.
- 11.2** Any attempt of genetic engineering on the basis of biological material from the Product purchased from the Seller is strictly prohibited for the Purchaser or

any of its affiliates or contracting third parties of the Purchaser.

- 11.3** The Seller is entitled to demand the Purchaser to sign a separate Non-Breeding Agreement (hereinafter referred to as the "NBA") as a condition for the Seller to accept the order for the Product made by the Purchaser.

§ 12 REHOMING

- 12.1** Göttingen Minipigs may be rehomed in accordance with the relevant provisions of the EU Directive 2010/63/EU and the national legislation of the Purchaser.
- 12.1.1** If the Purchaser chooses to rehome the Göttingen Minipigs after the end of the Purchaser's use, the Purchaser is obligated to neutralize the Göttingen Minipigs before rehoming can take place.
- 12.1.2** The Purchaser is obligated to hand over documentation of the neutralization of the rehomed Göttingen Minipigs and documentation for the place and procedure of the rehoming to the Seller upon request from the Seller.
- 12.1.3** If the Purchaser chooses to rehome the Göttingen Minipigs, the Purchaser must take all appropriate precautions to ensure that rehoming of the Göttingen Minipigs is compliant with these GTCSD and any NBA, MTA or any other agreement entered into between the Purchaser and the Seller. The Purchaser is liable to the Seller for any breach of the terms and conditions of said agreements made by any party to which the Göttingen Minipigs have been rehomed.

§ 13 INSOLVENCY

- 13.1** If the Purchaser enters into any form of insolvency proceedings, it is considered a breach of these GTCSD in accordance with clause 15, in which case the Seller shall, at its sole discretion, be entitled to assign a rehoming party for the live Göttingen Minipigs and/or to demand that the live Göttingen Minipigs along with any remaining Material are destroyed, in both events at the cost of the Purchaser.

§ 14 LIABILITY

- 14.1** If the Purchaser has ordered Göttingen Minipigs,

the Göttingen Minipigs must be handled by the Purchaser in accordance with best practice including (but not limited to) the Purchaser taking all necessary and relevant precautions to avoid compromising the health and the welfare of the Göttingen Minipigs.

- 14.2** The Seller is not liable for any damage, loss or injury incurred by the Purchaser, its affiliates or contracting third parties of the Purchaser, as a direct or indirect result of the behaviour or acts of the Göttingen Minipigs or other defects of other acquired Product.
- 14.3** The Seller shall not have any liability for any claim regarding defects in the delivered Product unless;
- a)** the relevant claim is a direct and documented result of defects in the delivered Product,
 - b)** the relevant claim has been notified in writing to the Seller within 24 hours after delivery of the Product, cf. clause 8.2, and
 - c)** the written notice of such claim specifying and documenting (such material details as are available to the Purchaser at the relevant time) the matter(s) which gives rise to the claim, the nature of the claim, and to the extent possible the Purchaser's best estimate of the amount claimed in respect thereof.
- 14.4** The total aggregate liability of the Seller in respect of any and all claims shall be limited to an amount equal to the purchase price of the individual acquired Product, excluding delivery costs, giving rise to the specific claim.
- 14.5** Nothing in these GTCSD shall exclude or limit any liability of a party under these GTCSD for its own fraud or fraudulent misrepresentation.
- 14.6** The Purchaser, nor any of its affiliates or contracting third parties, shall be entitled to recover damages in respect of any loss or liability arising under or in connection with the acquired Product if and to the extent that it or any of its affiliates or contracting third parties has already recovered damages in respect of the same loss.
- 14.7** Nothing in these GTCSD restricts any general legal obligation of the Purchaser, its affiliates or contracting third parties to mitigate any loss or damage it may suffer or incur as a consequence of any breach of these GTCSD.

§ 15 BREACH

- 15.1** In case of violation of any obligation or breach of these GTCSD, the Purchaser shall (i) immediately if the violation or breach is non-curable and (ii) if curable and the Purchaser fails such curing within two weeks after having received from the Seller a written request regarding the violation or breach, be liable to pay liquidated damages to the Seller of up to EUR 100,000 for each violation or breach.
- 15.1.1** For the purpose of calculating such liquidated damages each week (7 days) during which a violation or breach continues to exist shall be considered one separate violation or breach.
- 15.1.2** The payment of liquidated damages shall not cure the violation or breach by the Purchaser, nor shall it prevent the Seller from initiating, or limit the Seller's respective rights to initiate, legal action in respect of any losses calculated in accordance with generally applicable laws in Denmark incurred by the Seller in excess of the liquidated damages paid or to seek an injunction (in Danish: "fogedforbud") against the Purchaser's infringement of their obligations.

§ 16 FORCE MAJEURE

- 16.1** The Seller shall be excused from any delay or failure in performance if caused by reason of any occurrence or contingency beyond the Seller's reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, global pandemics, strikes, lockouts or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature.
- 16.2** The obligations and rights of the Seller shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the Seller's obligations shall resume.

§ 17 GOVERNING LAW AND VENUE

- 17.1** The laws of Denmark shall govern these GTCSD and any contracts entered into in relation to the GTCSD and any legal dispute arising out of or relating to the GTCSD and any contracts entered into in relation to the GTCSD.
- 17.2** Any dispute arising out of or in connection with the GTCSD and any contracts entered into in relation

to the GTCSD, including any disputes regarding the existence, validity or termination, shall be settled by arbitration arranged by The Danish Institute of Arbitration (in Danish "Voldgiftsinstituttet") in accordance with the rules of arbitration procedure adopted by the Danish Institute of Arbitration as in force at the time when such proceedings are commenced. The arbitral tribunal shall consist of three arbitrators. The place of arbitration shall be Copenhagen, Denmark. The language of the arbitration shall be English, unless the Parties agree otherwise.

- 17.3** The Parties shall keep secret all matters relating to any arbitration proceedings, including, but not limited to, the existence of the dispute, the nature of the claim and the award.
- 17.4** Notwithstanding the above, either Party may bring an action in any court of competent jurisdiction (a) for provisional relief pending the outcome of arbitration, or (b) to enforce an arbitral award.

§ 18 MISCELLANEOUS

- 18.1** The United Nations Convention for the International Sale of Goods shall not apply to these GTCSD or to any contracts of sale entered into between the Purchaser and the Seller.
- 18.2** No waiver of any provision of these GTCSD shall constitute a waiver of any other provision(s) or of the same provision on another occasion. Failure of either party to enforce any provision of these GTCSD shall not constitute a waiver of such provision or any other provision(s) of these GTCSD.
- 18.3** Should any provision of these GTCSD be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision may be modified by such court in compliance with the law giving effect to the intent of the parties and enforced as modified. All other terms and conditions of these GTCSD shall remain in full force and effect and shall be construed in accordance with the modified provision.