



Videncenter for
Svineproduktion

The Undersigned

[Name]

[Address]

(= Buyer)

Hereby makes the following

Buyer's Declaration and Acceptance of Terms of Sale

1.0 Authority and use

- 1.1 This Buyer's Declaration including Terms of Sale is provided by VSP (*The Danish Pig Research Centre/ Danish Agriculture & Food Council*) and will be used when purebred Breeding material is sold to Commercial herds.
- 1.2 Words and definitions used in this Declaration must be interpreted as defined in the Appendix Definitions to the Agreement on Sale, Aftale om Avl (*Agreement on Breeding*) or Agreement on Multiplication, which can be seen on www.vsp.lf.dk.

2.0 Declaration

- 2.1 I, the undersigned Buyer declare
- that I own and run a Commercial herd, i.e. a pig farm that does not sell semen, Breeding stock (purebred as well as hybrid) or offspring hereof and that is neither directly nor indirectly owned or controlled by or has entered into an Organised collaboration with any other Breeding programme than DanAvl.
- that I operate a pig production on the address(es) listed in Appendix A of the size also listed in Appendix A,
- that I am informed of and accept the prohibition on resale covered with this Buyer's Declaration and Acceptance of Terms of Sale.
- 2.2 I, the undersigned Buyer accept that my DanAvl distributor or the selling DanAvl herd, cf. 4.0, or VSP is entitled to issue a prohibition and demand a penalty or compensation in the event that I violate the declarations made in 2.1 – including the prohibition against resale.

3.0 The purchase concerns

3.1 The undersigned Buyer operates a pig production on address(es) listed in Appendix A.

3.2 The Buyer has the right to buy:

- | | | |
|----|--|--------|
| a) | DanAvl Duroc semen | Yes/No |
| b) | DanAvl Landrace semen and DanAvl Yorkshire semen | Yes/No |
| c) | Purebred DanAvl breeding stock | Yes/No |

4.0 Distributor/DanAvl herd

The undersigned Buyer has entered into this Agreement with [name of Distributor/DanAvl herd], which is registered as Distributor, Breeder or Multiplier for DanAvl.

5.0 Use of purchased DanAvl breeding material

5.1 The Buyer must use and house the purchased purebred DanAvl breeding stock in his own Holding and is not allowed - without prior written consent from VSP – to resell or in any other way assign to a third party the use of the purchased purebred DanAvl breeding stock or their offspring, including Hybrids, for 2 years after the last purchase of purebred DanAvl breeding material, however cf. 5.2.

'Third party' is defined as persons or companies who produce weaners or Breeding stock for use in Buyer's herd.

5.2 The Buyer is entitled to sell

- a) the purchased purebred DanAvl breeding stock or their offspring directly for slaughter,
- b) offspring as weaners for finisher production,

6.0 Inspection and certificates

6.1 VSP reserves the right at any time within normal working hours – but otherwise at any given time - to inspect the Buyer's herd, to collect blood samples of animals in the herd for DNA testing, and inspect the Buyer's records concerning production data and sale.

VSP's right to inspections includes herds belonging to the Buyer which are not mentioned in Appendix A.

6.2 VSP is entitled to inspect the purebred DanAvl breeding stock sold by the Distributor or the DanAvl herd before issuing pedigree certificates and to forward to the Buyer a health certificate for the sold purebred DanAvl breeding stock.

6.3 Before inspections in Buyer's herd, VSP representatives have observed a quarantine period as per agreement.

7.0 Penalty and ban

7.1 If the Buyer resells DanAvl breeding stock contrary to 5.0, the Buyer becomes liable to a penalty of 200 % of the Buyer's sales price of the resold DanAvl breeding stock – however, a minimum 200 % of the following scale prices:

- | | | |
|----|---|--------------|
| a) | Hybrid female | = DKK 1,750 |
| b) | purebred female | = DKK 2,500 |
| c) | purebred boar, if sold for natural mating | = DKK 5,000 |
| d) | purebred DanAvl Duroc boar and hybrids of this breed if sold for AI | = DKK 15,000 |
| e) | purebred Landrace and Yorkshire boar and Hybrid boar of these, if sold for AI | = DKK 50,000 |

7.2 If the Buyer resells semen from DanAvl boars contrary to 5.0, the Buyer becomes liable to a penalty of 200 % of the scale price for DanAvl Duroc, Landrace, and Yorkshire boars, respectively, sold for AI purposes, cf. 7.1 d) and e).

7.3 The Buyer's payment of penalties – which will go to VSP – does not prevent VSP from demanding compensation for the losses inflicted on VSP as a result of the Buyer's violation of the Agreement.

8.0 Venue and applicable law

8.1 Disputes concerning the terms set out in this Agreement, including disputes regarding violation of the prohibition against unauthorised resale and imposing of penalties will be settled under Danish law at the Copenhagen City Court.

8.2 VSP is entitled to raise a claim directly against the Buyer if the Buyer sets aside the terms set out in this Agreement.

9.0 Language

9.1 In case of discrepancies between the Danish text version of this Agreement and any translation, the Danish version shall prevail and only the Danish version will be submitted in case of a dispute cf. section 8.1.

[city] , [date]

Buyer's signature

I, the undersigned have read and accept the terms of the above Buyer's Declaration

Appendix A

Address(es) of the herd(s)

I, the undersigned Buyer operate pig production on the following address(es) (given by physical address(es) and by coordinates – altitude(s) and longitude(s) in the Google Maps system).

A) ...

B) ...

C) ...

Size of the herd

The Buyer operates a pig production with [how many?] production sows.

Buyer's signature