



TRADING CONDITIONS

The trading conditions below shall apply to all orders placed by Geia Food A/S, hereinafter called Geia Food, to the Supplier according to the name of the Supplier stated on the front page.

1. VALIDITY OF THE AGREEMENT:

The agreement including appendices shall be applicable to all business relations between the parties, unless the parties have expressly and in writing agreed anything to the contrary.

The agreement regulates the terms of all sales on the part of the supplier to Geia Food.

This trading agreement replaces and voids all other agreements that may have been entered into between the parties of the agreement, unless it is expressly stated in this agreement that the agreement in question shall remain in force.

2. PRICES AND PRICE INCREASES

Goods specifications and prices are not subject to change without prior written agreement with Geia Food.

Price increases can only take effect upon written approval of Geia Food and at 3 month's notice. Unless otherwise agreed.

3. ORDER PLACEMENT

Immediately after the receipt of a written order, the supplier shall forward an order confirmation by e-mail or by fax, addressed to the person, who has placed the order. The order confirmation must contain:

- Geia Food order no.
- Geia Food item no.
- Units per carton
- Price per unit
- Total no. of cartons

No binding order shall be considered received from Geia Food until an IT-printed order has been received. Forecasts, campaigns, and other agreements are therefore non-binding for Geia Food.

Placing of orders via EDI:

Orders placed via EDI shall be considered received by the Supplier, when the order has reached Geia Foods network operation.

The evidentiary rule is that if Geia Food is able to document that the order has reached Geia Food's network operator, the Geia Food shall be situated as if the order has been received by the Supplier. Geia Food always receives a check report back from Geia Food's network operator.

Placing of orders via electronic fax:



If Geia Food can prove that the order has been sent and that a receipt has been created by Geia Foods IT-system (without any physical acknowledgement by the addressee), the order shall be considered received.

Placing of orders via manual fax:

If Geia Food can prove that the order has been sent and that a confirmation report has been issued by Geia Food's own system the order shall be considered received. In case of non-acceptance of an order from Geia Food the Supplier must inform this in writing to Geia Food.

Changes to fax number must be notified 14 days before taking effect.

4. MINIMUM ORDERS

Geia Food does not accept any form of minimum orders or charges in connection with delivery. As agreed by product, however, minimum whole pallets of frozen food.

5. RE-TRANSMISSION OF ORDERS

In order to ensure that double orders will not be delivered, Geia Food has the following requirements in connection with re-transmission of orders.

General information about re-transmission of order:

If a Supplier requests re-transmission of an order then the supplier becomes responsible for cancelling any data previously received with regard to such an order.

A re-transmission of an order – with the same order number, data and delivery date must be considered as a replacement for the previously sent order and not as a new order.

The procedure is as follows:

- **Re-transmission of an EDI/fax order:**

This could be a consequence of the order being deleted/lost in the Supplier's own systems. The Supplier contacts the specified contacts with a request for re-transmission of the EDI/fax order.

- **Emergency fax owing to lack of connection via EDI.**

The Supplier contacts the specified contacts to have them refax the EDI order. The covering page of the fax will include the following message: "Owing to lack of connection with EDI the order has been created to fax". Furthermore, information will appear giving the order number(s) that is/are faxed. At the top of the order will be written: "EMERGENCY ORDER".

- All orders received by EDI are to be ordered by amount of pieces and carton bar-codes.

- Delivery must be effected according to the delivery terms agreed for each specific delivery.

6. DELIVERY ISSUES AND THE RIGHT TO CLAIM DAMAGES



In case of delivery problems, Geia Food must be contacted immediately. Any delay in delivery is considered material.

Information on closing during holidays.

Information on closing during holidays that may affect lead time or serviceability on Geia Food orders must be informed in sufficient time in advance. This is at least twice the Geia Food lead time for delivery or a minimum of 2 months before.

- **Free delivered**

If the Supplier can foresee that a delivery cannot be effected within the time agreed, Geia Food shall be contacted at once to discuss the arrangement of extra transport by Geia Food or the Supplier's expense.

- **Ex works**

A delivery to be collected at the Supplier, will be considered late, if the delivery is not ready at the agreed time and date. A late delivery shall be delivered to the Geia Food warehouse, at a new agreed time, at the Supplier's expense.

- **Part deliveries, part invoicing and back orders will only be accepted upon prior written agreement with Geia Food.**

Each consignment must be accompanied by a delivery note in two copies. If the order is divided into two or more consignments the individual consignments must be accompanied by separate delivery notes. The goods reception must be informed not later than 1 day before delivery. The delivery note must contain the same information as the invoice with the exception of price information.

Deliveries will only be accepted from rear loading vehicles. The driver must adhere to Geia Food site rules whilst on premises. Security staff must be notified in case of any passengers. Passengers are not allowed admittance to the warehouse.

The Driver unloads the vehicle. The Supplier/the carrier is responsible for educating the driver in use of trucks.

Geia Food has adequate product liability insurance cover to protect the Company for any liabilities arising as a result of injuries. Geia Food's insurers may not accept liability in circumstances where a loss occurs as a consequence of unsafe acts or unreasonable behaviour by a driver etc..

7. INVOICE INFORMATION AND GENERAL REQUIREMENTS

Invoices/credit notes and delivery notes must contain the following information:

- The Geia Food order number for the order/delivery concerned.
- The EAN number, UPC number or DUN number shall be given for each product line. Alternatively, Geia Food's product number may be given on paper invoices, cf. the order.

- On paper invoices, the product lines shall be listed in ascending EAN numerical order, or alternatively, in ascending Geia Food product numerical order, cf. the order As concerns EDI invoices, no requirements are made to a special numerical order.
- Delivery notes must not contain any price information.
- On invoices/credit notes the agreed unit price, less all types of discounts agreed is to be listed for each product line.
- Danish Suppliers invoicing taxable products.
Tax must be included in the price
Non-danish Suppliers invoicing taxable products
The taxable weight, number of items, and the 8-digit duty tariff number per product line.
- Giro account number/supplier number.
- CVR-number and VAT registration number in DK and other EU member states.
- SWIFT/BIC cod IBAN number and banks name.

Geia Food´s signature on receipts does not prevent Geia Food from exercising its right of objection, which is in all respects maintained in full. No agreements may be made on invoices/credit memos, delivery notes or other accompanying documents irrespective of the parties´ signatures. Any unilateral statements by the Supplier regarding claims, conditions or financial obligations are void.

Invoices/credit notes must be forwarded to our book-keeping Department, unless a different address has been agreed with Geia Food in writing.

An invoice/credit notes must be made out for each order number.

The currency used for ordering must also be used for invoicing.

No invoicing of trade and photo samples will be accepted.

Change of address must be notified in written 7 days prior to the change.

8. HANDLING INCORRECT INVOICING AND PRODUCT EAN CODE LABELLING

- Geia Food reserves the right to charge the supplier of reimbursement of EURO 150.00 excl. VAT for each incorrect invoice (price, amount, EAN code, product number, etc.).
- In case a product is delivered carrying a wrong, not readable or no EAN code, Geia Food reserves the right to charge the Supplier with the actual cost of repairs.
- Geia Food reserves the right to claim full compensation for costs (e.g. loss in marketing, warehouse or store handling as well as in the administration) in case of errors or defects caused by the Supplier.

The reimbursements can be enforced at 4 business days´ notice and can moreover be set off against invoices payable.

9. EDI – STANDARDS

The parties to this agreement hereby commit themselves to work actively towards the use of EDI according to the EANCOM/HANCOM standard.

The parties have agreed on the following implementation schedule:

PURCHASING ORDERS (orders): Planned (Date) xx-xx-xxxx or

Has already been implemented

Irrelevant due to few orders

INVOICE REPORT (invrpt): Planned (Date) xx-xx-xxxx or

Has already been implemented

Irrelevant due to few invoices

The conditions concerning change of version and IT-technical conditions shall be governed by a framework and a document agreement. The ITS Department will forward these documents for signature at the start of an EDI project concerning the above EDI-documents.

The Framework Agreement:

Is an agreement specifying the general conditions in connection with the starting up of EDI. This agreement comprises: basis of agreement, interchange agreement, security, finances, recording, effective date, and termination and default.

The Document Agreement:

Is an agreement relating to the specific document, i.e. a new version of an existing document will always produce a new document agreement. The document agreement contains: basis of agreement, scope, change of version, recording, test, effective date, contact person, document description, and technical conditions.

10. PAYMENT

- The Supplier must be identical to the payee.

Invoices are alone transferable to such factoring companies as Geia Food has contracted with. Any transfer contrary to this stipulation is considered material breach.



- Any changes in the designation of bank or savings bank shall be notified by the Supplier by separate letter and subject to not less than 14 calendar days' notice.

11. COMPLAINTS.

The time-limit for notification of defects is the same in the relationship between the Supplier and Geia Food as in the relationship between Geia Food and our retail customers with a 90 days' extension of time, the time-limit being counted from the time of retailing of the specific defective unit of goods.

Notices of nonconformity should be sent to the Supplier by means of e.g. Geia Food /store rectification notes, discrepancy notes or, invoices.

If the Supplier has not raised detailed objections in writing to Geia Food within fourteen days after the Supplier's receipt of the above stated notice of nonconformity, the notice of nonconformity is considered accepted by the Supplier.

The Supplier succeeds, without the right of objection, to Geia Food's decisions about notices of nonconformity submitted to Geia Food by Geia Food customers.

12. EAN LABELLING OF PRODUCTS

All products must carry an approved and functionally correct EAN/UPC bar code. The EAN/UPC bar code must comply with the guidelines of GS1 International (formerly EAN International).

The following requirements are obligatory:

- The EAN/UPC bar code must comply with GS1's specifications in terms of height, width and contrast.
- Each product may only have one visible EAN/UPC number and EAN/UPC bar code.
- To optimise readability, the EAN/UPC bar code must be placed on a smooth surface, at least 10 mm from all edges, welds, perforations, foldings, wrinkles and the like.

Should the EAN/UPC number be changed, Geia Food must immediately be notified in writing before the product with the changed number is delivered to stores or warehouses.

13. PACKING; PACKING MATERIALS AND LABELS

The Supplier shall not be entitled to order any supplement product packing material and/or labels for Geia Food's own brands without the quantity having been approved in writing by Geia Food (Appendix 2).

As concerns Geia Food's private labels, the supplier shall not be entitled to change the text or the product declaration without a prior written agreement.

The Supplier pay for check of text and product declaration made by Dansk Varefakta Nævn.

In case the product is registered in a fixed assortment the Supplier shall be obliged to pay all costs in connection with the scanning of the article by ACNielsen.

The Supplier undertakes to ensure that the packing of consumer units is optimized toward the customer, for example: easy open and environmentally sound. All packing changes must be approved by Geia Food in advance.

14. PRODUCT REQUIREMENTS

The Supplier warrants:

1. - that the goods are original and of top quality,
- that, at the time of delivery as well as at the time of retailing , the goods are in all respect legally retailable in Denmark.
- that all types of packing and load-bearing devices (pallets and similar load units used for transport and support of goods) may lawfully be imported to and distributed in the EU and/or Denmark.

Any breach of these conditions is considered material noncompliance.

2. That the products fulfil the rules applicable to the marking of food containing genetically modified raw materials or ingredients.
3. That private labels do not contain raw materials and/or ingredients produced by genetic modification. Exemptions from this requirement are additives, including aromatics and any enzymes used, and animal ingredients from animals given gene-spliced feed. Prior to the start of delivering private labels to Geia Food, the Supplier will be obliged to sign a statement to this effect through Dansk Varefakta Nævn.
4. That the individual components of the article fulfil the requirements with regard to geographic origin, cultivation methods, specifications and other standards.
5. That the content of trans fatty acids does not exceed 2 grams per 100 grams – the limits apply at the ingredient level – i.e. not only as the content in the finished foodstuff.
6. That all packaged products must be delivered in PVC-free packaging.
7. ALL label products do not contain AZO dyes (E102, E110, E122, E123, E124, E128, E129, E151, E154, E155, E180).
8. That for private label products which form part of Nordic Import Project a product specification is filled in and that the supplier is certified in accordance with a standard approved by Global Food Safety Initiative (GFSI).
9. That for organic products the supplier will forward a confirmation that his products are subject to organic control. The confirmation must be issued by the local regional veterinary and food control authorities. The declaration must be renewed and forwarded to Geia Food once a year.



10. That max. Weight per colli is 12 kilos. Can not be observed for all products. F.inst. ducks.
11. That the products delivered are not irradiated or contain irradiated ingredients.
12. That the products are in conformity with Danish legislation on content of Salmonella Typhimurium DT104 (multiresistant) - Fresh and Frozen Meat, Poultry, Game and Slightly Heat-treated and Light-preserved Products.

If salmonella DT104 is detected in your products, it has to be returned to you and all cost will be for your account.

The presence of Salmonella Typhimurium DT104 in foodstuffs to be sold in Denmark must not be detected according to "Guideline on estimate of discoveries of Salmonella Typhimurium DT104, multi-resistant in foodstuffs", Danish Veterinary and Food Administration, May 1998, and "Regulation No. 30 of 19. January 2001 on internal inspections in food industries".

In the light of this, you are requested as soon as possible to forward a description of your internal inspection programme for Salmonella to Geia Food A/S. Geia Food A/S shall on demand have your control schedules forwarded.

If you find ST DT104 in your internal inspection, the following procedure must be followed:

- Geia Food A/S must immediately be informed of the discovery, informing us in which product ST DT104 is detected, the labelling of the product, relevant dates and quantity.
- For your account, Geia Food A/S recalls immediately the product from our customers.
- You inform the relevant authority about the discovery of ST DT104.
- It is your responsibility to send a statement to Geia Food A/S describing the further details about production and control.
- When Geia Food A/S has received sufficient documentation, delivery of the product in question can be resumed.

In case ST DT104 is proved in Geia Food A/S control, the matter will be handled in the same way.

For the sake of good order it has to be mentioned that Geia Food A/S general Salmonella requirements for chicken and turkey products are of course still in force, and that Salmonella spp. must not be present in Ready-to-eat foods of any kind.

Due to the fact that poultry may contain salmonella and campylobacter we have decided to inform our customers how to handle poultry when preparing it.



13. That for tinned goods analyses results, confirming that the maximum levels in force for tin and lead content are not exceeded, are forwarded to Geia Food once a year.
14. That the Supplier registers all animal foods at the local food inspection no later than 2 days before it is received at Geia Food according to the Executive order regarding veterinary inspection of animal foods No. 234 of 30 March 2004.
15. All poultry must be "marked" with god køkkenhygiejne :
"God køkkenhygiejne: Hold altid rått fjerkræ og emballage adskilt fra andre madvarer. Vask omhyggeligt køkkenredskaber og hænder efter håndteringen. Fjerkræ kan indeholde sygdomsfremkaldende bakterier. Steg derfor altid fjerkræ til kødsaften er helt klar og temperaturen i midten af kødet er min. 75° C.
16. On each delivery note for each lot of animal products the following information must always be apparent:
 - Date of shipment
 - Shipper (Company name, address, aut.no. inklusive country code)
 - Receiver (Company name and address)
 - Product name
 - Quantity
17. Fresh/frozen meat and marinated- or spicy meat is marked with country of origin.

15. REQUIREMENTS TO FRESHNESS.

It shall be considered a material noncompliance if products delivered do not observe the requirements to date freshness agreed between the parties.

These requirements are:

The supplier shall ensure that the good products supplied have been produced no longer than one month before the delivery date. In some situations it can be an advantage to agree on an Geia Food stock at the supplier. In these cases a separate agreement need to be made, and only in this case Geia Food will be responsible for possible stock of finished goods at the supplier, that has not been ordered.

In case of delivery to the warehouse of goods with a date of freshness exceeding what is agreed upon, the acceptance of the goods will be refused and the goods will be returned at the Supplier's account. Geia Food will charge the carrier's list prices if the goods are delivered ex works. If mixed pallets are delivered for which an exceeded date of freshness can be established as regards to the goods of the top layer, the whole pallet will be rejected at once. Articles of the "lower layers" of the mixed pallets will also be rejected, if the date of freshness has been exceeded. This means that if an exceeding of the date of freshness is observed on products in, by way of example, the middle layer, these products and all the rest of the layers on the pallet will be rejected.



Geia Food does not accept the receipt of products with a date of freshness older than that of earlier delivered products.

The goods will be returned at the Supplier's account. Geia Food is not prepared to pay freight costs in connection with the delivery.

In case of non-fulfilment according to the registration performed by Geia Food's goods reception, the Supplier will be charged a reimbursement of EURO 150.00 excl. VAT per pallet/layer.

Geia Food is entitled to either accept or refuse the delivery.

16. PRODUCT LIABILITY

The Supplier is liable for any damage caused by the supplied goods and warrants that he has taken out commercial and product liability insurance with a minimum coverage of euro 1,350,000 per loss and per year.

The Supplier shall at all times be able to document this to Geia Food.

The Supplier succeeds, without the right of objection, to Geia Food's decisions about product liability. The Supplier shall reimburse Geia Food for any amount paid for product liability insurance.

The Supplier will be notified of damage in the below-stated events:

- Claims for damages arising from a single loss or a series of losses and expected to exceed euro 6,800.
- Claims for compensation caused by personal injury.

17. PUBLICITY

The Supplier undertakes to notify Geia Food in writing if he acquires notice of any reference to Geia Food and/or Geia Food associates in a public medium. This should be reported to the buying director, product manager or head buyer.

18. LOGISTIC ISSUES AT THE WAREHOUSE.

A: PALLETS

Geia Food will accept receipt of 1/1 pallets CHEP.

All pallets delivered to our warehouses must meet a profile check based on the following requirements:

A.1. The products on the pallet must be kept within the pallet dimensions, at the bottom as at the top.

The pallet must be properly wrapped and secured for handling and transportation. The maximum tilt permitted beyond the pallet dimensions is 2.5 cm.

A.2. The products must be packed on approved EUR-pallets, and the pallet must meet all EUR requirements. It is particularly important that the height from the floor to the lower edge of the transverse board positioned on the blocks on the short side of the pallet is minimum 100 mm.

If this requirement is not fulfilled, Geia Food will charge a reimbursement of euro 15.00 excl. VAT per pallet to cover the cost of replacing the pallet with an approved one in order to be able to store the goods.

A.3. Geia Food must have an accurate indication of the overall pallet height (product + pallet).

The height of EUR-pallets (1/1 pallets) must not exceed 1.80 m.

The height of ½ pallets must not exceed 1.70 m.

Generally, a pallet may never be so high that it cannot support itself. Otherwise the products may be damaged.

A.4. The maximum gross weight shall be 1000 kg. Pallets that do not meet the weight regulations may be denied or asked to be repacked. The Supplier pays all costs.

A.5. The wrapping around the pallet must fit tightly and there must be no loose ends. It is necessary that only the goods on the pallet and not the pallet itself is wrapped. There may be no knots made to the wrapping.

1/1 pallets shall be placed 3 and 3 at the vehicle, e.g. the short end of the pallet must always be turned towards the loading platform.

A.7. Products may be ordered as either 1/1 pallets or in whole layers. If ordered on 1/1 pallets there must only be one product type per pallet.

If ordered in layers, there must only be one product type per layer.

For all products apply that there must only be products with the same shelf life period of time unless otherwise specified in a supplementary agreement.

B: ORDER NUMBERS – GATEKEEPER FUNCTION AT THE WAREHOUSES

Already at the gate the driver must inform the gatekeeper of the order number. Moreover, the below requirements must be fulfilled.

B.1. Geia Food 7-digit order number must always appear from the driver's papers (freight bill and delivery note). The order information must be available to the driver and therefore cannot solely be attached to the products/pallets in the form of delivery notes of the like.

Only papers covering products actually delivered may accompany the products.

B.2. The driver must state the order number whether the products are delivered to warehouse or have been trans-shipped to another carrier in transit.

B.3. If the driver carries products for more order numbers, all order numbers must be given.

B.4. In case of part delivery, it must appear clearly from the papers which order number the delivery concerns. The order number must appear from both the freight bill and the delivery note.

If the delivery note does not cover the entire order, it must be stamped "Part delivery". A copy of the delivery note shall be attached to each freight bill.

A freight bill indicating the total part consignment delivered in $\frac{1}{4}$, $\frac{1}{2}$ and 1/1 pallets must be made out for each delivery.

C: TRANSPORT-PACKAGING

Owing to the automatic sorting system at our warehouse, the outer packaging must be approved by Geia Food.

In case of delivery or collection of goods Geia Food is not responsible for pallets including packing materials, cargo carriers and similar cargo units used in connection with the transport and support of goods, as clearing is always compulsory.

D: EAN-128 LABEL

D.1. All pallets delivered to Geia Food central warehouses shall be labelled with an EAN-128 label which observes the rules including placing specified in "Labelling Concept for Geia Food".

The EAN-number of the trading unit must be indicated in the EAN-128 label so that at the scanning in the goods reception it is possible to identify Geia Food's internal product number. In the Labelling Concept the EAN-number is described as: "the EAN number with which the trading unit is marked". Geia Food calls this an orderEAN. Thus, the OrderEAN is the number used for ordering, delivery and invoicing.

Just like a SalesEAN, the OrderEAN must be allocated by the Supplier on the basis of the marking number provided by the national GS1 Organization. All suppliers running EDI with Geia Food have already defined OrderEAN's, and they need therefore only to ensure that these are the numbers used in the EAN-128 label.

D.2. EAN-128 labels must be attached to 2 sides of 1/1 pallets and additional on the top of all $\frac{1}{2}$ and $\frac{1}{4}$ pallets, according to the "Labelling Concept for Geia Food".



D.3. Geia Food charges the Supplier a reimbursement of euro 15.00 excl. VAT for each incorrect EAN-128 label, including lack of EAN-128 label. This means that an invoice can be issued for each pallet which lacks an EAN-128 label or on which the EAN-128 label is malfunctioning/unreadable.

E: DIMENSIONS

Out of regard for the goods reception and the automatic sorting system, it is of utmost importance that the correct information is given as concerns dimensions (height – width – depth), number of packages per layer and per pallet, and sales units and transport units. See Encl. no. E to this Agreement.

19. CODE OF CONDUCT

The Supplier warrants that he will comply with the Geia Food Code of Conduct (social responsibility – see Encl. No F). Any violation thereof is considered material noncompliance.

20. FORCE MAJEURE

Geia Food is entitled to cancel any orders contracted for under the Agreement if they are effected by a force majeure event.

21. APPLICABLE LAW AND ARBITRATION

This Trade Agreement and all orders contracted in accordance with the agreement are governed by Danish law under the jurisdiction of Geia Food 's home court.

22. EFFECTIVE DATE OF THE AGREEMENT AND SUPPLEMENTARY AGREEMENTS

This Agreement takes effect on the date stated on the front page and shall apply to orders delivered after that date.

The Agreement is terminable by both parties by 3 months' written notice to expire on the first weekday of a month, always provided that the Agreement shall apply to orders contracted for within the notice period for delivery after expiry of the notice period.

On termination of the trade relationship by revocation, the Agreement shall apply to orders contracted for, but not yet delivered, irrespective of the delivery date.

Agreements that supplement or amend this Agreement must be made in writing and signed by both parties in order to be effective between the parties.

All physical and intellectual property rights to materials irrespective of the medium thereof and supplied by Geia Food remain Geia Food 's property. Geia Food may at any time, exempt from liability, on repossession demand to be reinstated in actual possession of the said materials. If the Supplier refuses, these trading terms shall serve as the enforceable legal document allowing a grace period of four weekdays.

23. CONFIDENTIALITY / PROFESSIONAL SECRECY



Both parties shall be obliged to observe secrecy and to maintain full confidentiality with regard to a third party in relation to information of any kind, including information related to products, prices, trading partners, and similar, which the parties may have obtained in confidence in connection with the parties' business relations.

24. APPLICABLE LAW AND VENUE

Any dispute arising in connection with this agreement and the terms contained herein shall be decided in accordance with Danish law and with the Maritime and Commercial Court in Copenhagen as the venue.