

Rules for Landbrug & Fødevarer's DBMC Arbitration Tribunal for the Pig Industry
THE ARBITRATION TRIBUNAL FOR DANISH PRODUCT STANDARD
and
THE ARBITRATION TRIBUNAL FOR DANISH TRANSPORT STANDARD

1.0 Jurisdiction

1.1 Landbrug & Fødevarer's DBMC Arbitration Tribunal for the Pig Industry shall decide controversies between parties, who have agreed that controversies between them shall be decided by arbitration.

1.2 Such agreements have been concluded between Landbrug & Fødevarer (Pig Research Centre) and the parties that have signed up for the DANISH Product Standard System and/or the parties that have signed up with the DANISH Transport Standard System.

1.3 The Arbitration Tribunal decides itself on its jurisdiction and on all matters relating to the validity of the agreement on arbitration.

2.0 Composition

2.1 The Arbitration Tribunal is made up of three arbitrators of which the President is a permanent member, while the parties to the controversy shall appoint two arbitrators.

2.2 The President of the Arbitration Tribunal shall be appointed by the Danish Maritime and Commercial Court.

2.3 The President of the Arbitration Tribunal shall be appointed for four years at a time. The President may not serve for more than two consecutive periods in office.

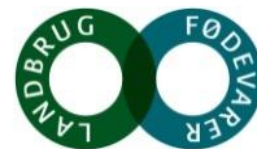
2.4 The Parties shall each appoint one arbitrator of the Arbitration Tribunal.

2.5 If the respondent wishes to involve a third party to the proceedings for the purpose of recourse (= third party notice), the respondent must agree with the third party on a party appointed arbitrator. If no agreement is reached, lots are drawn between the proposed persons.

2.6 If the parties agree, the case may be decided by the President of the Arbitration Tribunal as sole arbitrator.

3.0 Disqualification

3.1 Every member of the Arbitration Tribunal must be independent of the parties in the case and completely impartial. No member of the Tribunal may discuss the case with the parties or their advisers on his own.



3.2 Any person who is approached with a view to possible designation as an arbitrator must declare any circumstances that might give reason to doubt his independence or impartiality. Furthermore, after his designation and all through the arbitration proceedings, an arbitrator must inform the Tribunal Chairman and the parties of any such circumstances unless he has already declared these circumstances prior to his designation.

3.3 The notice given to the Tribunal Chairman and the opposing party of the designation of a member of the Tribunal must be accompanied by a statement signed by the arbitrator in question that there are no circumstances that might give reason to doubt his independence or complete impartiality, together with his Curriculum Vitae (CV).

3.4 Any objection a party may have to an arbitrator designated by the other party must be justified and submitted in writing to the Tribunal Chairman, with a copy for the other party, within thirty days of the first party being informed of the designation of the arbitrator and the circumstances upon which the objection is based. The Tribunal Chairman will fix a time limit for any comments or further written statements on the issue. A party can only object to an arbitrator the party itself has designated, or in whose designation the party has participated, for reasons that have first come to the party's attention after the designation of the arbitrator.

3.5 Unless the arbitrator withdraws, or the other party agrees to the dismissal of the arbitrator, the Tribunal Chairman decides whether the objection should be complied with due to circumstances that give rise to justifiable doubts about the independence or complete impartiality of the arbitrator. The fact that an arbitrator withdraws, or that a party agrees to the dismissal of an arbitrator, implies in no way acceptance of the basis of the objection.

3.6 If an objection to an arbitrator is rejected, the objecting party may, within thirty days of receiving notification of the decision that the objection has been rejected, ask the courts to determine whether the objection should be complied with. While this request is being processed by the courts, the Arbitration Tribunal, including the arbitrator against whom an objection has been put forward, may continue with the arbitration proceedings and make an arbitration award. An objection to an arbitrator that has been rejected cannot be used at any later time as a ground for invalidity or form the basis for any refusal to recognise or carry out the award of the Arbitration Tribunal.

4.0 Request for Arbitration

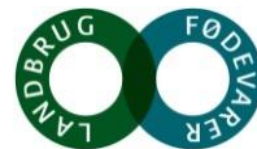
4.1 A request for arbitration shall be submitted in writing to the President of the Arbitration Tribunal, whose name and address is available with Landbrug & Fødevarer.

4.2 A request for arbitration shall be in writing and must include a clear indication of:

- a) the parties to the proceedings
- b) claimant's claim
- c) a brief description of the subject of the controversy

5.0 The preparation of the case

5.1 As soon as the President of the Arbitration Tribunal has received a request for arbitration, a copy is sent to the respondent.



5.3 As soon as the arbitrators to the Arbitration Tribunal have been appointed, the President of the Arbitration Tribunal shall inform the parties of the establishment of the Arbitration Tribunal.

5.4 If an application for Arbitration does not take the form of a letter of complaint, the claimant shall present a letter of complaint to the President of the Arbitration Tribunal no later than 3 weeks after notice of the appointment of the Arbitration Tribunal is sent to the claimant.

5.5 The letter of complaint must contain the claimant's claim, a statement of the facts on which the claim is supported, and a specification of the documents which the claimant intends to rely. These documents shall be attached as the original or copy.

5.6 While the letter of complaint and the supporting documents should be forwarded to the respondent, the respondent shall be given a period of three weeks, within which he must make his statement of defence and the documents he will rely on.

5.7 The President of the Arbitration Tribunal decides how many versions, publications and supporting documents shall be submitted and set a time limit for the submission of written comments. Furthermore, the Chairman may decide that statements of the case, etc. may be exchanged electronically.

5.8 The points of defence must contain the respondent's claim, a statement of the facts on which the claim is supported, and a specification of the documents which the respondent intends to rely on.

5.9 The Parties may, with the consent of the President of the Arbitration Tribunal and within the time limits laid down, place additional statements of claim prior to the case is approved for to oral arbitration proceedings.

5.10 The parties may pursue the matter themselves, but the President of the Arbitration Tribunal may impose a party to have the case tried by a lawyer, if the President of the Arbitration Tribunal considers that the Arbitration Tribunal will not be able to deal with the matter in a responsible manner without that party having such assistance.

5.11 In case of the claimant being absent at a meeting he has been summoned to, or the claimant does not produce the letter of complaint or later statements of claim and/or the necessary documents within the time limits laid down by the Arbitration Tribunal, or the claimant does not comply with court order to be legally represented, the President of the Arbitration Tribunal will reject the matter by a decision, which is communicated to the parties. If the respondent is absent from a meeting that he is summoned to, or does not provide the points of defence, or later the statements of claim and/or the necessary documents within the time limits laid down by the Arbitration Tribunal, or if the respondent does not comply with court order to be legally represented, the President of the Arbitral Tribunal will order according to the claimant's claim in so far as this is justified by the facts set out and that also have been obtained. The above concerning the respondent applies likewise to a party jointed as a third party.

5.12 Claims, statements and objections, which have not been produced prior to the end of the written procedure, may not be claimed without the other party's consent, unless the Arbitration Tribunal permits it in special cases where it is mainly considered to be in support of the party, and that it is likewise excusably that the claim, the statement or objection has not been received prior to the end of written procedure.

6.0 Security



The President of the Arbitration Tribunal may determine, if the claimant or both parties are required to provide security for the costs incurred by the proceedings of the Arbitration Tribunal, which they are estimated to result in. The President of the Arbitration Tribunal decides the type and size of the security.

7.0 Settlement

7.1 At any time during the proceedings the Arbitration Tribunal has the right to mediate a settlement.

7.2 The President of the Arbitration Tribunal can carry out negotiations alone with a view to settlement.

8.0 Oral hearing

8.1 When the parties have had the opportunity to provide statements of claim and the necessary information, the President of the Arbitration Tribunal imposes oral hearings.

8.2 Prior to the hearing, the parties must inform the Arbitration Tribunal and the opposing party who will be representing the party, and who shall be heard as witnesses.

8.3 The Arbitration Tribunal may request that the parties meet in person, and that the parties support the fact that persons having been involved with the particular case are heard before the Arbitration Tribunal.

8.4 The President of the Arbitration Tribunal may - after having obtained the parties' statements, decide that the ordinary courts in accordance with section 27 of the (Danish) Arbitration Act shall provide assistance for the recording of evidence, including the witness' statement according to the Danish Administration of Justice Act.

8.5 The oral hearings are carried out at a place, which, by the President of the Arbitration Tribunal's assessment is considered convenient.

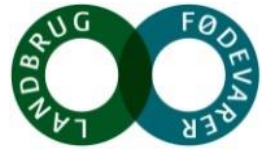
8.6 The President of the Arbitration Tribunal may, upon the application and after having received the statement of the other party that a party's employees, advisers or other, who have assisted the party in this particular case, and which, according to estimates of the President of the Arbitration Tribunal are of relevant technical interest in the subject matter, completely or partially, attend the oral hearings.

8.7 During the hearings of the Arbitration Tribunal court records are kept. The President of the Arbitration Tribunal decides as to what extent the minutes of the oral hearings shall be entered into the court records. The Parties receive a copy of what has been entered into the court records.

8.8 In case that the Arbitration Tribunal comes to the conclusion that there is a lack of information, which may be deemed desirable for the decision of the case, the Arbitration Tribunal may obtain information and conduct investigations in order to decide the case. The Parties shall be informed thereof, and the opportunity is given to express their views.

9.0 Arbitration Award

9.1 When the Arbitration Tribunal considers that the matter has been adequately clarified, or the parties are provided with sufficient time to defend their interests, the case will be admitted to the arbitration award.



9.2 The arbitration award is final and conclusive according to Danish law, however, the Arbitration Tribunal may take account of equity.

9.3 The arbitration award shall be rendered as soon as possible.

9.4 In the event of a conflict between members of the Arbitration Tribunal, the award shall be rendered by the majority of the members.

9.5 The arbitration award shall include a decision of the points at issue, as well as information on the various members' opinions during the vote.

9.6 The arbitration award may be published in professional magazines without the statement of names.

9.7 The arbitration award shall be final and binding for the parties.

10.0 Legal Costs

10.1 Any expenses of the proceedings shall be borne by the unsuccessful party with a fixed amount set by the Arbitration Tribunal, unless the Arbitration Tribunal determines that each party shall bear their own costs.

10.2 The costs of the Arbitration Tribunal shall be fixed on the basis of tariffs to be agreed with Landbrug & Fødevarer.