



AGREEMENT ON PURCHASE OF PILOT PLANT



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APPENDIX

- Bilag 1 Terms of sale
- Bilag 2 Buyer's offer of **[insert date]**



Between the parties Aalborg University
CVR no. 29 10 23 84
Fredrik Bajers Vej 7f
9220 Aalborg Ø
Denmark
(hereinafter referred to as the "**Seller**")

og **[Insert Buyer's information]**

(hereinafter referred to as the "**Buyer**")

(both hereafter collectively referred to as "the Parties"
and individually a "Party")

the following Agreement has been entered into for the purchase of Continuous Bench Scale 1 (CBS1) HTL pilot plant (hereinafter "the Agreement").

1. BACKGROUND

- 1.1 As part of a sale by the Seller, the Buyer has submitted a bid for the Continuous Bench Scale 1 (CBS1) HTL pilot plant. The buyer has obtained the right to purchase this.
- 1.2 The agreement incl. annex describes the conditions that apply to the cooperation of the Parties.

2. DEFINITIONS

- 2.1 Except where otherwise specifically stated or evident from the context, the terms below in the Agreement shall have the meaning stated here:

"Agreement" This agreement.

"Working Day(s)" Monday to Friday excluding public holidays, Christmas Eve, New Year's Eve and Constitution Day.

"Force Majeure" Such extraordinary circumstances over which a Party is not in control, and which the Party could not or should reasonably have foreseen upon entering into the Agreement, nor should it have avoided or overcome. Relationships with the Seller's sub-supplier can only be considered Force Majeure in relation to the fulfillment of the Agreement, to the extent that the sub-supplier is in a Force Majeure



situation, the consequences of which for the fulfillment of the Agreement the Seller should not have avoided, overcome or reduced.

"Effective Date(s)

The date of the Buyer's signature of the Agreement.

3. BASIS OF THE PARTIES' AGREEMENT AND SUBJECT OF THE AGREEMENT

- 3.1 The parties' basis of agreement consists of this Agreement incl. attachment.
- 3.2 The subject of the agreement is described in appendix 1. The buyer is entitled and obliged to take down and include everything described in appendix 1, including what was shown during the inspections.
- 3.3 The seller is obliged to deliver the goods on the terms described in the Agreement and its annex.
- 3.4 The seller places the plant at the buyer's disposal at Pontoppidanstræde 107A immediately after the Effective Date. Delivery is deemed to have taken place when the seller gives the buyer access to the plant during a transfer transaction that takes place at the location of the plant. Both Buyer and Seller must be present for the transfer transaction. The date for the transfer transaction is to be agreed between the parties.
- 3.5 The risk of damage or destruction of the purchase item passes from the Seller to the Buyer upon delivery.
- 3.6 The parties agree in more detail on the need for the Buyer to maintain and cease securing and supplying the purchase item.
- 3.7 The buyer is obliged to dismantle and collect the system (including all accessories) no later than week 49 (year 2024).
- 3.8 Regardless of whether delivery may take place before the purchase price has been received by the Seller, the Parties agree that ownership of the purchase item only passes to the Buyer when the buyer has made effective payment.

4. REMUNERATION AND SETTLEMENT

- 4.1 The contract sum is [insert contract sum] DKK.
- 4.2 The price, as stated in clause 4.1, is fixed and is stated excluding VAT.
- 4.3 Payment is settled after sending the invoice, when delivery has taken place in its entirety.
- 4.4 The invoice is sent electronically to the Buyer.



4.5 The Buyer is obliged to pay 30 (thirty) calendar days after the Seller has sent the invoice.

5. BREACH OF CONTRACT

5.1 There is a breach if the Seller and/or the Buyer do not fulfill their obligations pursuant to the Agreement.

5.2 If a Party is guilty of material breach of its obligations under the Agreement, the other Party is entitled to terminate the Agreement. However, it is a condition for the cancellation that (i) prior written notice is given that the Party wishes to invoke the breach, and (ii) that the breach has not been rectified/remedied no later than 14 Working Days after sending such a notice.

5.3 If the Buyer defaults on its payment obligations under the Agreement, the Seller is entitled to interest in accordance with the rules in the Interest Act applicable at all times.

6. FORCE MAJEURE

6.1 The responsibility for fulfilling an obligation under the Agreement is suspended to the extent that its fulfillment is prevented by Force Majeure.

6.2 The parties shall, to the greatest extent possible, contribute to preventing and limiting the negative consequences of a Force Majeure situation for the fulfillment of their obligations under the Agreement. The prevented Party must resume its services under the Agreement immediately after the end of the Force Majeure situation.

6.3 Force Majeure in the event of delay can be asserted at most with the number of Working Days that the Force Majeure situation lasts.

6.4 Force majeure can only be invoked if the party in question has given written notice of this to the other party no later than 5 (five) working days after the force majeure has occurred.

6.5 The Buyer is entitled to terminate the Agreement in whole or in part if the Seller is prevented from delivering as a result of Force Majeure for a period of 10 (ten) Working Days within a period of 2 (two) calendar months.

7. CONFIDENTIALITY

7.1 The parties as well as their staff, subcontractors and advisers must observe unconditional silence with regard to any information about the other Party's trade secrets, business concepts, business relationships and other confidential matters that come to their knowledge during the preparation, conclusion and fulfillment of the Agreement.

7.2 The duty of confidentiality in section 7.1 does not include (i) disclosure with the written permission of the protected Party, (ii) disclosure required by a public authority (including by law), (iii) relevant disclosure for use in resolving a conflict between the Parties and (iv) disclosure to a Party's lawyer(s) and accountant(s).



7.3 The provisions in this section 7 must remain in force regardless of the termination of the Agreement, whether the termination of the Agreement is due to termination, cancellation or otherwise.

8. CHANGES TO THE AGREEMENT

8.1 Changes to the Agreement cannot be made unilaterally, but require agreement between the Parties.

8.2 Any changes that the Parties agree on must be included in writing as an appendix to the agreement.

9. EFFECTIVENESS, DURATION AND TERMINATION

9.1 The agreement enters into force on the Effective Date.

9.2 The agreement ends when each party has paid the services that the party is obliged to pay pursuant to the agreement.

10. SIGNATURES

10.1 The agreement is signed by those authorized to sign for each of the parties

Date:
Place:

Date:
Place:

For the Seller:

For the Buyer:

Name:
Title:

Name:
Title: