

General terms and conditions



- 1.1
- **About BiomassAuctions ApS**
- This agreement is legally binding. It describes the rights and obligations of the buyer and seller in relation to the services offered by www.biomassauctions.com. It is a condition of the creation as a user profile to be used on this website that you, as a user, have read and understood the agreement. Creating a user profile on www.biomassauctions.com is free. When you sign up, you agree to the terms of this Agreement.
- 1.1.1
- BiomassAuctions ApS is responsible for the content and operation of www.biomassauctions.com. The domain is owned by BiomassAuctions ApS. www.biomassauctions.com's role is to act solely as an auctioneer by making the facilities of the domain and website available to the buyer and seller of biomass. Neither www.biomassauctions.com nor Biomass Auctions ApS is a party to an agreement to purchase or sell biomass.
- 1.1.2
- When an agreement on trade is entered into through the website, the agreement is binding on the buyer and seller. Thus, the buyer is obliged to buy the quantity and pay the agreed amount, and the seller is obliged to supply the agreed quantity of biomass in the quality in which it is offered. The agreed amount shall mean the price obtained by auction in accordance with sections 1.6 and 1.7.
- 1.1.3
- When an agreement is entered into through an auction, the Seller receives the remuneration directly from the Buyer less the sales fee.

The sales fee is shown in each auction in accordance with section 1.6.

- 1.2
- **User categories and rights**
- 1.2.1
- Sellers and buyers must be approved and registered as "users" of www.biomassauctions.com. Different rights and obligations come with different types of users.

- 1.2.2

- BiomassAuctions ApS has developed general guidelines on how to be approved as a "user". These are included in the Buyer Agreement. BiomassAuctions ApS reserves the right to reject users without further explanation. BiomassAuctions ApS has the right to set specific terms and conditions for the approval of a specific user. The seller agrees upon creation as a user to the "General Terms and Conditions".
- 1.2.3
- BiomassAuctions ApS has the right to remove from a user at any time with immediate effect. If a user is removed, this will not affect already concluded transactions on www.biomassauctions.com.
- BiomassAuctions ApS reserves the right to close any auction suspected of attempted deception or other kinds of fraud.
- 1.2.4
- All users are assigned a username and password. These are strictly personal and may not be passed on to others. If the user suspects that others have become aware of the password, this must be notified immediately to BiomassAuctions ApS, who will block further access to prevent misuse of the system in the user's name. The user will then receive a new password. The user is always responsible in case of misuse of username and password.
- 1.3
- **Signing up for an auction**
- 1.3.1
- All of Biomass Auction's approved and created buyers can have an auction created.
- To be approved as a buyer, you must be an end-user of biomass. This means that biomassAuctions ApS cannot be used as a purchasing tool for resale.
- 1.4
- **Description of the auction created on www.biomassauctions.com**
- 1.4.1
- The buyer must always describe the auctions offered correctly and adequately in relation to the description procedure in force at any time, which is included in the Buyer's Agreement and reviewed during registration. The buyer shall not omit any information known by him, which is in any way likely to affect a seller's bid on the auction. BiomassAuctions ApS has the right to continuously establish amended guidelines for the information to be provided for assessing the quality, quantity, and transport of biomass, as well as other relevant conditions of delivery. None of the information requested by www.biomassauctions.com in the description of the auction offered may be omitted.

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In particular, it should be stressed that all factors which are essential to a seller's assessment of the quality, quantity, and transport of the product offered at the auction must be described. It is the buyer's own risk, whether there are errors or whether there can be any doubts regarding the interpretation of the description of the delivery right granted.

- 1.4.2
- Once an auction is registered, the description of this is binding on the buyer, who is required to buy the agreed quantity of biomass during the period.

- It is not possible to change the description after registration. If the buyer discovers that the description of a delivery right is incorrect, the buyer must contact Biomass Auctions ApS immediately.
- 1.4.3
- BiomassAuctions ApS has the right to require additional information and documentation, e.g., the past year's consumption of biomass distributed over periods, among other things, in order to verify the quantity of an auction.
- 1.4.4
- The buyer is responsible for the accuracy and adequateness of the information entered under the description. Biomass Auctions ApS has no responsibility for a description of an auction.
- 1.4.5
- Bids at own auctions are not allowed. If this is discovered, the auction shall be closed immediately, and the customer relationship terminated.
- 1.4.6
- Creating auctions on behalf of others is not allowed.
- **1.5**
- **Maximum price and settlement/payment**
- 1.5.1
- When registering an auction, the buyer can set his or her maximum price. If the buyer has not specified a maximum price, this is determined by www.biomassauctions.com in accordance with www.biomassauctions.com's general guidelines set out in the Buyer's Agreement. If BiomassAuctions ApS in any way procures a seller who will sell at the maximum price or below at the registered auction in the described state, the buyer is obliged to purchase.
- 1.5.2
- If a buyer indicates an unrealistically low maximum price, Biomass Auctions ApS is entitled to recommend a new realistic maximum price. If the buyer does not wish to comply with such a recommendation, BiomassAuctions ApS is entitled to remove him or her as a user without notice.

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- 1.5.3
- The final terms of payment are set out in the terms of the specific auction, where, e.g., credit time and calculation of energy units, etc. is determined.
- Settlement shall be made for the actual quantity delivered.
- However, the principle that the buyer pays the seller - less the auction fee, applies to all auctions.
- **1.6**
- **The course of the auction**
- 1.6.1

To place a bid on an auction, you must be logged in with your email address and password. Figure 1 shows that the next possible amount to bid is DKK 44.10/GJ.

1. Enter **44.10** or lower. You choose to bid **DKK 44.00**
2. Select whether the bid should be a Standard Bid or Auto Bid
3. Press

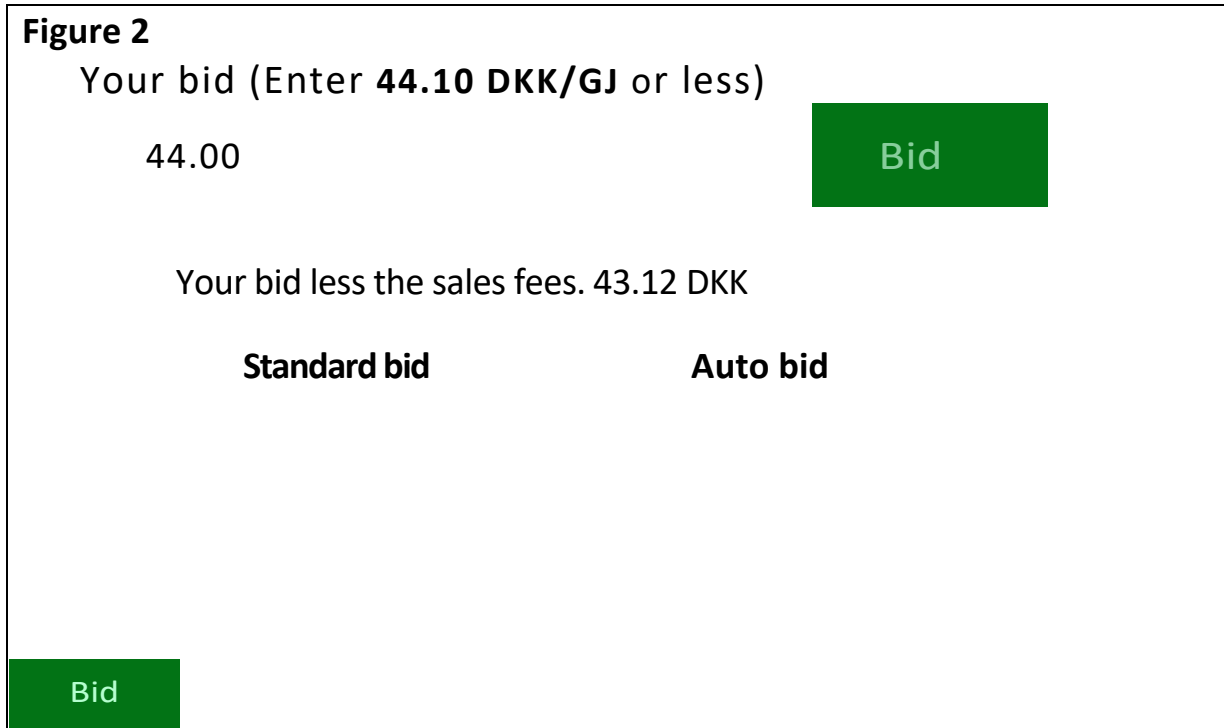
Figure 2 shows at the bottom that the settlement will be DKK 43.12, which is the bid price less the fee for using BiomassAuctions. Also, VAT may be added. In this example, the seller fee is 2%, but this can vary from auction to auction and depend on the product. The fee is set off against the settlement of the buyer.

Figure 1

Your bid (Enter **44.10 DKK/GJ** or less)

44.00

Your bid less the sales fees. 43.12 DKK



How Auto Bid works:

In the example below, the buyer has marked a maximum price of 42 DKK/GJ, and the next bid option is 44.10 DKK/GJ. The bid reduction is 0.10 DKK (Note that the bid reduction may differ from auction to auction)

1. If you try to place an auto bid of DKK 43.00 (which is still above the buyer's maximum price) this bid will not be accepted. If you continue, the bid will be considered a regular bid and immediately go from the starting point to 43.00. Auto bid only works if you bid below the buyer's maximum price.
2. If you place an auto bid of DKK 41.00, the bid will shortly move from the starting point to the maximum price of DKK 42.00/GJ. After that, the price will drop (when others bid) on the object with the "bid lowering" down to DKK 41.00.
3. If another bidder had previously placed an auto bid on exactly the same amount, the first bidder will win the auction if the auto bid is the lowest at the end of the auction.
4. If an auto bid is undercut, an email will be received with this information.
5. Note: You can place a new auto bid even if the first auto bid is not outbid by another bidder. The new auto bid replaces the first auto bid (there is only one "active" bid per user)

A security rule is built-in to protect against some error entries. If you lower the price by more than 10%, the system will ask you to confirm your bid before it is submitted.

Please note that you cannot bid on auctions for wood mills if you do not have the required sustainability certificates in relation to the buyer's requirements. In such cases, the bidding field will not be visible, and you are thus cut off from bidding.

If you still wish to bid on the auction, please contact BiomassAuctions, who can broker an agreement with Biomasse Børsen. There are specific requirements that apply to entering into a supplier agreement with Biomasse Børsen.

Contact BiomassAuctions by phone at (+45) 3150 6111 or by email: info@biomassauctions.com to learn about the options.

• **NOTE:** Be aware of possible delays due to network speed and the speed of your PC. 5

- BiomassAuctions ApS is not liable for malfunctions and errors due to direct or indirect consequences of communication errors, input errors, breakdowns/malfunctions on the Internet, the servers of the auction system, hardware, or software.
- If it is found that systemic errors have occurred in the execution or completion of the auction, Biomass Auctions ApS is obliged, in the interest of both the buyer and bidders, to cancel the auction and inform all bidders accordingly.
- We encourage bids to be made timely and not in the final seconds, as this may result in the auction being over before bids are received and registered.
- 1.6.2
- Some auctions may be advertised on tender-like terms and with a prior prequalification. The requirements and selection criteria will be indicated in the description. Thereby, the buyer has the option of deselecting possible suppliers before the bidding round starts. If a supplier is deselected in accordance with the criteria, this will be communicated directly by email to that user and will only apply to the specific auction. If you are deselected in an auction, the bidding field will not be visible.
- 1.6.3
- www.biomassauctions.com reserves the right to cancel and modify scheduled auctions without notice.
- 1.6.4
- www.biomassauctions.com shall have the right to cancel an auction at any time without further explanation and without any financial claim being made against www.biomassauctions.com. Cancellation can take place both before and during the auction. Completed auctions cannot be cancelled.
- **1.7**
- **Rules of bidding**
- 1.7.1
- Bids cannot be changed or cancelled once submitted.
- 1.7.2
- All bids submitted are registered and may be stored by www.biomassauctions.com for 5 years.
- 1.7.3
- Doubts about bids are settled definitively and bindingly by www.biomassauctions.com.
- 1.7.4
- Where a bid made at an auction is equal to or lower than the maximum price offered by the buyer, a binding agreement has been concluded between the buyer and the lowest bidding seller. Both sides are committed to completing the transaction. Thus, the seller is obliged to deliver the quantity of biomass offered, and the buyer is obliged to purchase the volume specified in the trade agreement, cf. the agreement's detailed description.
- The biomass must meet the quality description. The buyer is obliged to receive and pay for the biomass. The relationship between seller and buyer is described in section 2.
- When an auction expires, the Seller with the lowest bid at the expiration of the auction is bound by its bid 24 hours after the auction expires. This enables the buyer to accommodate the lowest bid of the auction.
- 1.7.5

- If www.biomassauctions.com is unable to determine which accepting bid has been submitted with a time rank first, www.biomassauctions.com will inform the bidders accordingly. www.biomassauctions.com then decides, if the parties cannot reach an amicable agreement, by drawing lots, which of the decisive bids must be accepted.

- **1.8**

- **Rules on fees**

- 1.8.1

- The seller must always pay fees to www.biomassauctions.com. Fees are set off against the seller's invoice base, which is prepared by the buyer. At the same time, the buyer sends invoice bases on fees to BiomassAuctions ApS.
- In cases where the bid price is negative - or the bid price added to the fee is negative - it is the recipient of the biomass (Buyer) who invoices the supplier (Seller). It is still always the buyer who settles/pays fees to BiomassAuctions ApS.
- Fees for trading on www.biomassauctions.com are different from auction to auction. In some cases, it is a percentage of the price, and in other cases, it is a fixed price per unit of sale. The fee will be deducted from the settlement basis from the buyer. The transfer price (price after the fee is deducted from the bid price) is shown when you bid, cf. section 1.6.
- www.biomassauctions.com is free for buyers offering to buy more than 3,000 tonnes/year
- 1.8.2
- www.biomassauctions.com's claim for payment of auction fees - and any other claims, must be paid effectively and thus cannot be terminated.
- 1.8.3
- The auction fee is due in cash no later than on the 15th of the month following the month in which delivery took place. If this is deviated from, this must be stated in the Contract Agreement between the Buyer and BiomassAuctions Aps. In the event of late payment, interest is paid from the due date at the applicable rate in accordance with the Danish Act on Interest.

- **1.9**

- **Intellectual property rights**

- 1.9.1
- All rights relating to the auction system, including all terms, conditions, descriptions, data, procedures, and know-how, solely belongs to Biomass Auctions ApS. All copyrights, trademarks, and all other intellectual property rights to and relating to the auction system are the sole property of Biomass Auctions ApS.
- 1.9.2
- www.biomassauctions.com may only be used by users who, with BiomassAuctions ApS' approval, are registered as users on www.biomassauctions.com. Such users may only use the auction system to

correct and rightful participation in biomass auctions on www.biomassauctions.com. Any breach or infringement is likely to result in liability and prosecution.

- 1.9.3
- If a seller or buyer ceases to be registered as a user, his right to use www.biomassauctions.com's auction system ceases. The association with BiomassActions shall not be used directly or indirectly and shall not be used by the seller or buyer in any communication or trade in biomass.

- It is specifically highlighted that www.biomassauctions.com's ongoing listing of the price of biomass, is to be regarded as an intellectual property right belonging solely to Biomass Auctions ApS. Therefore, the listing may be used only in trades carried out on www.biomassauctions.com. Thus, no unregistered user may in any way act referring directly or indirectly to www.biomassauctions.com's listing.
- 1.9.4
- If anyone breaches or infringes the above provisions, the improper conduct may be stopped by an immediate enforcement action for which no security is required. A party who has infringed one or more provisions shall be liable to pay damages, including the obligation to pay full fees to www.biomassauctions.com for the duration of the improper conduct.
- 1.9.5
- Any copying, reproduction, or other forms of imitation shall be prohibited.

- **1.10**

- **Disclaimer**

- 1.10.1
- Wwww.biomassauctions.com only host the auctions and is thus never a party to a trade entered into during the auctions. Thus, only the buyer and seller are parties to the transaction entered into. BiomassAuctions ApS is in every respect without liability for the buyer's and seller's conduct.
- 1.10.2
- BiomassAuctions ApS is not liable for malfunctions and errors caused by direct or indirect consequences of communication errors, input errors, breakdowns/malfunctions on the Internet, the servers of the auction system, hardware, or software.
- 1.10.3
- BiomassAuctions ApS is under no circumstances liable for consequential and indirect losses, including for lost profit, revenue, business opportunities, data loss, information and so on. Furthermore, Biomass Auctions ApS is under no circumstances liable in cases of force majeure, including those over which Biomass Action ApS does not have any influence.

• 1.10.4

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• To the extent that Biomass Auctions ApS or www.biomassauctions.com may be liable for damages, claims cannot under any circumstances, and regardless of the amount of a loss suffered, exceed the value of one-tenth of the auction in question. Moreover, the total amount of compensation may never exceed DKK one million.

- **1.11**

- **Processing of personal data**

- 1.11.1
- All the information about users that users provide to www.biomassauctions.com is processed confidentially in accordance with provisions of the GDPR and is not disclosed to third parties beyond the extent required to complete a transaction. However, www.biomassauctions.com reserves the right to disclose the information to the extent required by law, public authorities, or the courts.

- 1.12
- **Choice of law and jurisdiction**
- 1.12.1
- In the relationship between BiomassAuctions ApS and the users, Danish law applies.
- 1.12.2
- The jurisdiction for litigation between Biomass Auctions ApS and the users must be the Copenhagen City Court. However, this does not limit the right of Biomass Auctions ApS to take legal action in other courts. Furthermore, BiomassAuctions ApS can always choose to bring legal action against a user in accordance with the jurisdiction rules of the Danish Administration of Justice Act.
- 1.13
- **Disclaimer for typographical errors and misspellings**
- 1.13.1
- BiomassAuctions ApS makes reservations and assumes no responsibility for typographical errors and misspellings.

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- **The relationship between buyer and seller**
- 2.1
- Introduction: www.biomassauctions.com is never a party to a trade.
- 2.1.1
- This section establishes the general terms and conditions applicable between the buyer and the seller on www.biomassauctions.com. For the legal relationship between www.biomassauctions.com and users, please refer to section 1.
- 2.1.2
- Ww.biomassauctions.com is never a party to an agreement on buying or selling at an auction. Ww.biomass.com's role is solely to make the auction system available to the buyer and seller. Therefore, the contractual relationship relating to the auction is exclusively a matter between the buyer and the seller. Disputes between the buyer and the seller must be settled between them. This applies regardless of the cause of the dispute or non-completion. www.biomassauctions.com can never be held liable for the breach of an agreement by one or both parties.
- 2.1.3
- The terms between buyer and seller, as set out in the auction terms and conditions, apply to any matter regarding payment.
- 2.2
- **When an agreement has been reached**
- 2.2.1
- Once an auction has been completed, the buyer and seller have a mutual obligation to positively contribute to the completion of the transaction, and each fulfils its own obligations in this regard.
- 2.2.2

- When an auction is traded through www.biomassauctions.com, Biomass Auctions ApS sends the final trade agreement to the seller and the buyer. Both parties must sign digitally using electronic signatures.
- Both the buyer and seller can view all their transactions as well as ongoing auctions by logging in to www.biomassauctions.com.

- **2.3**
- **Delivery and buyer's right of inspection**

- 2.3.1

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- The supply of a completed auction shall be carried out by the seller's supply of biomass in accordance with the terms of the trade agreement. The delivery must be made at the address specified by the buyer, as shown in the description of the trade agreement.
- 2.3.2
- Delivery must be made as described in the trade agreement between Buyer and Seller regarding the individual auction. Criteria etc. for delivery are detailed in the trade agreement between buyer and seller. The buyer is responsible for taking the necessary samples for, for example, moisture analysis of each load, and applying the sample with a label specifying the seller and number on the weighing note (including date and weight). When trading wood chips, the buyer must ensure that moisture testing is carried out in accordance with the general guidelines for the analysis of moisture content in biomass. The moisture content shall be recorded in the "delivery sheet" of the heating plant for the month in question so that data can be used for the final calculation of energy content and archived for subsequent documentation.
- 2.3.3
- If the buyer finds that there is a discrepancy between the delivered biomass and the buyer's description, cf. the trade agreement, the buyer is entitled to a reasonable reduction in the price in the event of a significant lack of quality in addition to the limited quality correction of the analysis result. The trade agreement entered into between Buyer and Seller may also state how deviations are to be handled.

- **2.4**
- **Trade agreement and payment for a purchased auction/delivery**

- 2.4.1

- BiomassAuctions ApS sends the purchase agreement electronically to the buyer and seller, for both parties to electronically sign the purchase agreement. Both Buyer and Seller are required to sign the trade agreement with a digital signature. The seller must deliver the biomass to the buyer in accordance with the terms of the trade agreement. The buyer must purchase the biomass in accordance with the terms of the trade agreement.

- 2.4.2

- Final payment shall be made in accordance with the terms of payment of the contract document based on the buyer's invoice basis sent to the seller. The buyer must pay at the latest in accordance with the payment deadline specified in the agreement and within the framework of Danish legislation via electronic bank transfer.

- 2.5
- **Transfer of risk**
- 2.5.1
- The risk of the delivery is transferred from the seller to the buyer when the seller delivers the biomass to the buyer at the agreed location. Delivery of biomass to the buyer is typically understood to be delivery to the buyer's supply silo related to the heating plant.

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- 2.6
- **The buyer's basic obligations**
- 2.6.1
- By signing up for an auction, the buyer has undertaken to purchase the item specified in the condition described cf. the description procedure drawn up by www.biomassauctions.com once an agreement has been reached.
- 2.6.2
- The buyer is responsible for ensuring that all information about the auction is correct and complete and that the auction has no errors or deficiencies. The existence of a defect in the auction will be determined in accordance with the Danish Sale of Goods Act and Danish law.
- 2.7
- **The seller's basic obligations**
- 2.7.1
- Where, by virtue of the seller's bid at www.biomassauctions.com, the seller has won the auction according to the bidding rules, a binding agreement has been concluded between the buyer and the seller. The seller is obligated to complete the deal. The seller must, therefore, supply the biomass, and the buyer must pay the purchase price to the seller. Please refer to the other provisions on the seller's liability and obligations, as set out in the auction terms and the trade agreement between Buyer and Seller.
- The seller is responsible for being the rightful owner of the biomass sold and for the biomass not being encumbered by third party rights.
- The seller is also responsible for the biomass being sold as certified biomass is also subject to certification at the time of delivery.

- 2.8
- **Product liability insurance**
- 2.8.1
- Every seller is obligated to have proper active product liability insurance and, on request, to present the policy and receipt thereof. The trade agreement between Buyer and Seller typically states requirements for the extent of Seller's product liability insurance.
- 2.8.2
- It is the Buyer's responsibility to make sure the Seller has the necessary product liability insurance.

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- 2.9
- Disputes between buyer and seller
 - 2.9.1
 - The relationship between Seller and Buyer is subject to Danish law.
 - 2.9.2
 - Whether timely notice has been given and whether there is a default/defect for which the other party is responsible will be determined in accordance with applicable Danish law, including the Danish Purchase Act.
 - 2.9.3
 - In the case of disputes between the buyer and the seller, which cannot be resolved amicably, the parties are invited to seek legal representation.