

AGREEMENT

1 THE PARTIES AND THE PRODUCT

1.1 The seller ("SNGD")

Name: Store Norske Gruvedrift AS	Org. no: 917 509 921
Address: P.O. Box 613 9171 Longyearbyen Norway	

1.2 The buyer (the "Buyer")

Name: [•]	Org. no: [•]
Address: [•]	

1.3 Description of the product

This agreement is regarding the sale and purchase of the following product (the "**Product**"):

Main object:	ID-number: [•] Machine: [•] Serial number: [•]
Supplementary equipment:	ID-number: [•] Machine: [•] Serial number: [•]
Spare parts to the main object and the supplementary equipment:	[•]

2 AGREEMENT TO SELL AND PURCHASE

By their signatures to this agreement, SNGD agrees to sell, and the Buyer agrees to purchase, the Product on the terms and conditions set out in this agreement.

3 OTHER RELEVANT DOCUMENTS

In addition to this agreement, the sale of the Product is subject to the following agreements and documents:

- SNGD's general terms and conditions for the sale of machinery and equipment as of 1 October 2018 (the "**General Terms**"); and
- the Buyer's bid form dated [●*date*].

4 THE BUYER'S PROTOCOL FROM ITS ACCEPTANCE TEST (IF ACCEPTABLE)

--

5 TERMS AND CONDITIONS

5.1 Purchase price

Total purchase price with currency (numbers and letters):	
--	--

5.2 Specific terms and conditions

--	--

6 PAYMENT

- (a) The Buyer acknowledge that they according to the General Terms shall pay the purchase price to SNGD within five (5) business days' after the date of this agreement.
- (b) The purchase price shall be paid to:

Account number: [●]
Account bank: [●]
IBAN: [●]
SWIFT: [●],

or such substitute bank account as SNGD may notify to the Buyer in writing with not less than five (5) business days' prior notice.

7 MISCELLANEOUS

- (a) In case of conflict between this agreement and the other relevant documents, the provisions of this agreement shall prevail.
- (b) All written communication to the Buyer under this agreement shall be made to the following contact details:

Contact person:	[•]
Address:	[•]
E-mail:	[•]

or such substitute contact details as the Buyer may notify to SNGD in writing with not less than five (5) business days' prior notice.

- (c) All written communication to SNGD under this agreement shall be made to the following contact details:

Contact person:	[•]
Address:	P.O. Box 613 9171 Longyearbyen Norway
E-mail:	machineinfo@snsk.no

or such substitute contact details as SNGD may notify to the Buyer writing with not less than five (5) business days' prior notice.

8 SIGNATURES

On behalf of SNGD

On behalf of the Buyer

Name:

Name:

Title:

Title: