

Technical Traders' General Conditions of Services TK Palvelut 2010 EN

1. SCOPE OF APPLICATION

These general conditions relate to transactions of Services between traders and apply unless otherwise agreed by the Parties.

2. DEFINITIONS

"Documentation" refers to plans, documents, software and other material generated during the execution of the Service or as its result.

"Preliminary work" refers to work done by the Supplier for the Buyer prior to entering the Agreement.

"Price" refers to the payment specified in the Agreement that the Buyer pays the Supplier for the delivery of the Service.

"Written notice" is a document delivered by one Party and received by the other, or a notice delivered by letter, fax, e-mail or in other medium agreed by the Parties, or minutes signed or approved by the Parties.

"Parties" refers to the Supplier and the Buyer together, *"Party"* refers to either the Supplier or the Buyer separately.

"Service" refers to one or several services or their parts defined in the Agreement that the Supplier delivers to the Buyer as per the Agreement and these General Service Conditions. Unless otherwise agreed in writing, the materials, parts and components delivered in connection with the Service shall be subject to these terms.

"Service personnel" refers to the employees of the Supplier and subcontractor and any other of their representatives involved in the provision of the Services.

"Service description" refers to a written description/account of the Service, its quality, etc. included in the Agreement or its appendices.

"Latent defect" refers to a flaw that has not been detected during the Service acceptance inspection.

"Agreement" refers to the written Service delivery agreement entered into between the Parties. Any appendices or agreed changes and additions to these General Service Conditions are included in the Agreement. If there is no separate written Agreement, the Agreement is concluded when the Order corresponds to the Offer or the Supplier confirms the Order.

"Agreement period" refers to the period of validity specified in the Agreement.

"Offer" refers to an offer made by the Supplier to the Buyer, either verbally or in writing, regarding the content and price of the Service.

"Buyer" refers to the company that acquires the Service from the Supplier.

"Order" refers to an approval by the Buyer to the Supplier, either verbally or in writing, regarding the Offer.

"Supplier" refers to the provider of the Service.

"Work environment" refers to the place where the Service personnel render the Service.

3. PRELIMINARY WORK

The Parties separately agree in writing on any Preliminary work, its contents and price.

4. OFFER

The Supplier's Offer is valid for the period stated in the Offer. If no period of validity is mentioned, the period is 30 days from the date of the Offer.

The Offer and related drawings, technical documents and other technical information, as well as the rights thereto, remain the property of the Supplier. The recipient of the Offer may not use them to the detriment of the Supplier or to disclose information about them to a third party or utilise the customised technical solutions included in the Offer.

5. OBJECT OF THE AGREEMENT

The Service which is the object of the Agreement is defined in the Agreement.

6. DOCUMENTATION

The Supplier submits the agreed documentation to the Buyer free of charge by the time the Service has been completed at the latest.

7. PRECONDITIONS OF THE SERVICE

The Buyer is obliged to ensure that Work environment is in suitable condition for the Services to be executed in the agreed time. The Supplier is entitled to inspect the Work environment at a mutually agreed time before the agreed delivery date. The Buyer shall immediately inform the Supplier of any delays regarding the conditions of the Work environment and reimburse the Supplier for any direct costs resulting from the delay.

The Buyer must ensure that the Supplier has access to the Work environment. Unless otherwise agreed in the Agreement, Services are provided within the normal working hours of all the places of business of the Buyer.

The Buyer keeps available all technical documents (e.g., drawings, descriptions, diagrams and instructions) that are in its possession and necessary for carrying out the agreed Service. The Buyer shall also keep available the equipment's operation and maintenance manual. Drawings and technical documents assigned by the Parties to each other before or after the conclusion of the Agreement remain the property of the assignor. The Party may not use the received drawings, technical documents or other technical information for any other purpose than for which they were realised without the assignor's permission. They may not be used, copied or otherwise reproduced, or conveyed or otherwise transferred to a third party without the assignor's consent.

The Buyer provides the Service personnel with satisfactory changing, washing and dining areas they can use without cost in the Work environment or its vicinity. Travel costs are borne by the Buyer. Travel time will be charged separately.

During the execution of the Service, the Buyer is not entitled to use the product or equipment for which the Service is provided without the Supplier's consent.

8. OCCUPATIONAL SAFETY

The Buyer is responsible for the Work environment and ensures that the Supplier's personnel are not exposed to any hazards or health risks during the execution of the Service.

The Buyer must explain to the Supplier's Service personnel all possible hazards associated with the Work environment, tools and equipment.

The Supplier must explain to the Buyer all special risk factors involved in the Service. The Supplier can demand that the Buyer takes all measures necessary to prevent the damages in advance.

The Buyer is responsible for ensuring that the Service is rendered under conditions that meet the provisions pertaining to working conditions in the Work environment. The Buyer informs the Supplier in writing of any security provisions governing those working in the Work environment.

9. TIME OF DELIVERY AND DELAY

The Services are rendered within the agreed time of delivery. If the Supplier finds that the Service cannot be provided within the agreed period or that the delivery will be delayed for a reason attributable to the Supplier, the Buyer shall be informed of the matter immediately in writing. If the delay in contractual or other mutually agreed schedules is caused by reasons attributable to the Supplier, the Supplier shall be obliged to pay the Buyer a late fee of 0.5% of the Price of the delayed Service at the end of each full week, but no more than 7.5% of the Price of the delayed Service. The late fee is the only consequence of the delay.

Unless otherwise agreed, an acceptance inspection is performed upon the completion of the Service in order to verify that the Service has been completed with the Agreement. This inspection is carried out by the Supplier with the Buyer present, if it so chooses. The Supplier shall take down the minutes of the acceptance inspection. The Service is deemed delivered when the minutes are submitted to the Buyer.

The Service is deemed completed when the Buyer has taken the outputs of the Service in use or when the acceptance inspection has been performed without remarks from the Parties. The Buyer may not use the outputs of the Service or part thereof prior to the handover. If the outputs of the Service or part thereof are put in use without the Supplier's written consent, the Service is deemed delivered and accepted, and no acceptance inspection is needed.

10. PRICES AND TERMS OF PAYMENT

The Buyer is obliged to pay the Price agreed in the Agreement. If there is no price agreed in the Agreement or otherwise, the Service is charged according to the Supplier's current pricelist.

Any time-based charges are invoiced by the Supplier monthly in arrears, and other payments pertaining to the delivery of the Service after the handover of said part of the Service. Value-added tax is added to the prices in accordance with the regulations valid at the time of invoicing.

If works connected to the Service are performed as per the Buyer's order outside the Supplier's normal business hours, the Supplier is entitled to the surcharges detailed on its current pricelist.

Unless otherwise agreed, the term of payment shall be the term of payment normally used by the Supplier. In case of a delayed payment, the Supplier's current interest rate for late payments is charged from the due date of the invoice. In addition, the Supplier has the right to charge reasonable collection costs.

If the Price is not paid on the due date for reasons that are not attributable to the Supplier, the Supplier can refuse to render the Service until all outstanding payments have been settled or an acceptable guarantee has been given. The Supplier also has the right to refrain from rendering the Service when the Buyer has notified the Supplier that the Buyer's payment will be substantially delayed or this has otherwise become apparent.

In agreements other than one-off agreements, the Supplier reserves the right to revise its prices by sending the Buyer a written notice 30 calendar days prior to the new prices coming into effect.

11. DEPOSIT

Any deposit is agreed upon separately.

12. LIABILITY FOR NON-CONFORMITY

The Service is considered faulty if it is not consistent with what has been stated in the Agreement.

The liability for non-conformity does not cover normal wear and tear or any damage resulting from the actions of the Buyer or a third party.

The Buyer shall inform the Supplier of any latent defect within 3 working days of its discovery.

The Supplier's liability for non-conformity is 3 months from the Service handover. The Supplier's liability for non-conformity covers the redoing or modification of the Service or, at the discretion of the Supplier, the refund of the Price to the Buyer. The liability for non-conformity listed here is the only consequence of an error in the Service.

13. LIABILITY FOR DAMAGE

The Supplier's liability for any immediate damage it has caused is limited to the selling price of the Service.

14. INDIRECT DAMAGES

The Parties are not liable to pay indirect damages suffered by the other Party, including a production loss, a loss of profit or other resulting financial losses.

15. OWNERSHIP AND LIABILITY FOR RISK

The ownership of the Service output is transferred to the Buyer when the Price has been paid in full to the Supplier.

The liability for risk is transferred to the Buyer together with the released Service output.

16. INSURANCE

The Supplier must have a business liability insurance policy covering the operations defined in the Agreement or the Order.

The Supplier is responsible for its own property and for the property used by the Service personnel while providing the Service, and for insuring the said property for the duration of the contractual relation.

17. MODIFICATION OF THE AGREEMENT

This Agreement and its appendices may only be amended by a written agreement between the Parties.

18. SUBCONTRACTING

The Supplier has the right to use a subcontractor when rendering the Service. The Buyer must be informed of the use of a subcontractor in advance. The Supplier is responsible for the actions of its subcontractors as if they were its own.

19. VALIDITY AND TERMINATION OF THE AGREEMENT

The Agreement is valid for the time being with a three (3) month mutual notice period, unless the one-off nature of the Service otherwise stipulates. Termination requires a Written notice. The notice period shall be calculated from the last day of the month in which the Agreement is terminated.

20. TERMINATION OF THE AGREEMENT

The Party is entitled to terminate the Agreement if the other Party significantly violates its terms and has not remedied the breach within a reasonable period of at least thirty (30) days, which the first Party has set in writing.

21. OBLIGATION FOR DOCUMENTATION

The Supplier has a documentation obligation for the execution of the Service.

22. INDUSTRIAL/INTELLECTUAL PROPERTY RIGHTS

The copyright and other intellectual property rights of the Service output and its amendments belong to the Supplier.

The Buyer has the right to use documents and other results produced as a result of the Service in its own internal operations. The Buyer shall not retain an exclusive right to their use. The Buyer shall not, without the Supplier's prior written consent, change, convey or otherwise submit them to third party use.

23. NON-DISCLOSURE

Both Parties are obliged not to disclose any confidential information received from one another during the Agreement's period of validity, and to refrain, both during the period of validity and thereafter, from exploiting or conveying such information to outsiders.

The obligation of non-disclosure does not, however, apply to material and information,

- (a) which is generally available or otherwise public, or
- (b) which the Party has received from a third party without confidentiality, or
- (c) which was in the possession of the receiving Party without an obligation of confidentiality before being received from the other Party, or
- (d) which the Party has independently generated without exploiting the material or information received from the other Party.

24. ASSIGNMENT OF THE AGREEMENT

The Parties do not have the right to assign this Agreement, in whole or in part, without prior written consent by the other Party. The Supplier can, however, transfer its claims based on this Agreement to a third party.

25. ORDER OF VALIDITY OF THE AGREEMENT DOCUMENTS

Unless otherwise agreed, in case of a conflict, the order of validity of the Agreement documents is as follows:

1. Agreement
2. Appendices to the Agreement in numerical order
3. Offer
4. Technical Trader's General Service Conditions
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26. FORCE MAJEURE

Force majeure refers to war, revolt, natural disaster, a general interruption in energy distribution, fire, strike, or blockade (not attributable to the Party), or other equally important or another unusual, unforeseeable event, the impact of which the Party cannot reasonably avoid or which cannot be attributed to the Party pleading force majeure. Similarly, if fulfilling the Agreement would require sacrifices that are unreasonable compared to the benefit received by the Party, the Party shall not be obliged to fulfil the Agreement.

The Party must notify the other Party of force majeure immediately and in writing, and estimate the probable duration and impact on its ability to fulfil its contractual obligations. Similarly, the Party shall inform the other Party without delay and in writing when the force majeure ceases to apply.

In case the force majeure persists for at least 6 months, both Parties have the right to cancel the Agreement with immediate effect. In such a case neither Party is liable to compensate the other Party for damage caused by non-compliance with the Agreement.

27. APPLICABLE LAW, SETTLEMENT OF DISPUTES

Any disputes arising from the Agreement between the Supplier and the Buyer shall be primarily resolved through mutual negotiations. Unless otherwise agreed, the disputes shall be settled by arbitration by a single arbitrator. The arbitrator is appointed by the Arbitration Board of the Central Chamber of Commerce and shall comply with the rules of this Board.

However, the Supplier has the right to demand the settlement of an outstanding balance in the court of first instance of the Supplier's domicile. This Agreement is governed by the laws of Finland.