

## General Delivery Terms of Data-Info Oy

### 1 Scope of application

1.1 These General Delivery Terms (hereafter "Terms") are applied to the delivery and service relationships between Data-Info Oy (hereafter "Supplier") and its customer (hereafter "Customer"). The services can include survey, planning, procurement, implementation, introduction, training, availability and financing services and other comparable services. It is not allowable to depart from the Terms without an explicit written agreement.

1.2 The services can include subscriptions of third parties, fixed-line connections and other services provided by the Supplier. Each of these services is delivered in accordance with its own service description and terms.

1.3. The Terms are applied and the Customer is considered to be aware of the Terms, if they have been made known to the Customer in connection with an earlier agreement.

### 2 Definitions

In these Terms, the following words and expressions have the following meanings:

"Product" refers to the devices, data media, accessories, software and other related materials defined in the service appendix. The Products are defined in service appendices.

"Service" refers to the services that are delivered by the Supplier to the Customer under the service agreement and that are defined and described in the service appendix. What is stated below about Products also applies to Services insofar as applicable.

"Party" refers to the Supplier or the Customer, depending on the context.

"Parties" refer to the Supplier and the Customer jointly.

"Agreement" refers to the contractual document that is drawn up on each Product delivery or Service and that includes the terms and relevant appendices, such as commercial and technical terms/specifications. The Agreement defines the rights and obligations of the Parties exhaustively. No oral or written statement made before the conclusion of the Agreement for example in an offer, brochure, advertisement or price-list brings any rights or obligations to the Parties unless it has been included in the Agreement.

### 3 Offers, and conclusion and validity of the Agreement

#### 3.1 Validity of offers

An offer submitted is binding on the Supplier during the period specified in the offer. If no period of validity has been specified, the offer is valid for two (2) weeks from the date of offer.

The prices quoted in the offer are non-binding in compliance with Section 9.

#### 3.2 Conclusion of the Agreement

An Agreement is considered concluded when both Parties have signed it.

#### Validity of the Agreement

The Agreement is valid for a fixed term, until further notice or until both Parties have fulfilled their obligations under the Agreement, depending on what is stated in the Agreement.

An Agreement that is valid until further notice can be terminated with three (3) months' notice. The Agreement must always be terminated in writing.

The Parties' confidentiality obligation under Section 16 survives termination of the Agreement. Even after the termination of the

#### Company information

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Agreement, the Customer continues to be obliged to pay any such expenses and charges incurred to the Supplier that have either accrued or fallen due before the termination of the Agreement.

If either Party goes bankrupt or becomes subject to liquidation proceedings, corporate restructuring or another similar procedure where it ceases to be solvent or its liquidity is substantially jeopardized and the Party does not provide a sufficient security to the other Party to meet its obligations, the other Party has the right to discontinue its performance and cancel the Agreement either in full or in part. Either Party is entitled to cancel the Agreement on the basis of a substantial breach of Agreement by the other Party.

When the Agreement is cancelled, the value of the repossessed Products is considered to be no more than 50 (fifty) per cent of their original purchase price.

#### **4 Subcontracting**

The Supplier is allowed to subcontract its obligations under the Agreement to and purchase Products from a subcontractor. The Supplier is liable for the work done by its subcontractor as stated in these Terms. If the subcontractor used by the Supplier has a contractual relationship with the Customer, or if the subcontractor invoices the Customer directly, the Supplier is not liable towards the Customer for the work of the subcontractor.

#### **5 Terms of delivery**

##### **5.1 Delivery of Products**

The Supplier's price refers to hardware and software ex the Supplier's warehouse (EXW, Incoterms® 2010). The Customer must collect the Products from the Supplier within seven (7) days after the Supplier has notified the Customer that the Products are ready for collection.

Delivery of the Products to the Customer must be agreed on separately. The Customer pays

the delivery costs in accordance with the Supplier's price-list or as separately agreed. The delivery term is Free Carrier, named place (FCA, Incoterms® 2010). The liability for risk for the Products that the Customer collects is transferred to the Customer no later than at the moment the Products are handed over to the Customer or the Customer's carrier.

If the Customer is delayed in collecting the products after the Supplier has notified the Customer that the Products are ready for collection, the liability for risk is transferred to the Customer.

##### **5.2 Rights of use and ownership**

The right of ownership to the devices delivered is transferred to the Customer when the Customer has paid the purchase price in full. The Supplier or the financing company retains the right of ownership until the Products have been paid up. The Supplier reserves the right to repossess the devices if the Customer fails to pay by the due date and does not pay the due amount and the costs caused to the Supplier by the delay within an extension of time for payment.

The right-of-use terms of off-the-shelf software are determined according to the manufacturers' licence terms accompanying the software.

The right-of-use terms of customer-specific software are determined according to the manufacturers' licence terms accompanying the software.

The right of ownership to the software remains with the Supplier or the software provider.

The Customer is entitled to make only such copies of the software, manuals and similar supplementary materials – regardless of the format – as are allowed by law or the Agreement. Otherwise the Customer is not entitled to copy, alter, use for any other or more extensive purpose than the purpose specified in the Agreement, or transfer to a third party these materials or the right to use them even in part.



## 5.2 Installation, servicing, maintenance and training

The delivery and the quoted prices do not include the pre-installation, installation, servicing and maintenance of the hardware and software, nor any recycling fees or user training. If the Customer wishes to be provided with such services, they must be agreed on separately, and the Customer must pay for the services in accordance with the Supplier's price-list or as separately agreed. The services are subject to the Supplier's general terms related to services, and to the Supplier's service descriptions.

## 5.3 Travel expenses

When working on the Customer's premises or in another place required by the Service but not located on the Supplier's premises and not specifically defined in the Agreement to fall within the scope of other charging or practice, the Supplier invoices the travel expenses to the Customer according to its valid travel expense price-list or the like.

## 6 Acceptance inspection, and acceptance of the delivery

6.1 The Customer must notify the Supplier in writing and without delay of any faults or defects detected in the delivery.

6.2 If a separate acceptance test has not been agreed on, the Customer must perform an acceptance inspection on the device within seven (7) days after the Supplier has delivered the device to the Customer in accordance with the Agreement.

6.3 The delivery is considered accepted after the acceptance inspection performed by the Customer or, if no separate acceptance inspection is performed, within seven (7) days after the Supplier has delivered the device to the Customer in accordance with the Agreement.

6.4 If the Customer has not made a complaint about the Product within the above period, the delivery is considered accepted in full.

6.5 The Products are considered accepted in full as soon as the Customer starts to use them, even if the delivery under the Agreement has not yet been completed. The Customer is entitled to test the Products in order to inspect them. Testing performed during the acceptance inspection period is not regarded as use. The testing can only take place in a separate test environment. If the testing is performed in the actual production environment, it is regarded as actual use and the Products are considered accepted in full.

## 7 Faults in the Product, and complaints

7.1 "Fault" refers to a deviation of the Product from the features defined in the Agreement. A fault may be a defect in the Product's features, performance or quantity, or it may be a legal flaw, in which case a third party has a better right to the Product than the Supplier or the Customer. Any other deviation from the performance according to the Agreement similar to the deviation described above is also considered a fault.

7.2 However, a minor deviation that does not prevent the normal use of the Product is not considered a fault. The Products are sold and delivered in compliance with the manufacturer's specifications. A deviation between the Customer's expectations and the manufacturer's specifications is not considered a fault in the Product.

7.3 On detecting a fault, the Customer is obliged to submit a complaint to the Supplier in writing either immediately or no later than seven (7) days from receiving the Product. In the complaint, the Customer must specify the Agreement to which the fault relates, the faulty Product and the type of the fault.

7.4 The Supplier is obliged to repair the reported faults in accordance with the warranty terms. Alternatively, the Supplier may replace the faulty devices with new ones. After submitting a complaint, the Customer must allow the Supplier seven (7) days to repair the fault on the Customer's premises. During the test period, a



fault may be repaired on the Customer's premises immediately.

7.5 A fault in the Product does not give the Customer the right to cancel the Agreement, if the Supplier has not been given the opportunity to remedy its performance to meet the Agreement.

## 8 Processing of customer data

8.1 The Supplier processes the customers' personal data in all its operations justly and respecting the customers' rights and expectations. Confidentiality of communications is an essential part of privacy protection. When the customers' personal and other data are processed, Finnish legislation, authority regulations and instructions and a good data processing practice are followed.

8.2 The data may be disclosed if so provided for by law. The Supplier may process personal data, for example, for the implementation and usage of services, for invoicing and technical development, and for marketing purposes in compliance with the valid legislation.

## 9 Charges and invoicing

9.1 Prices and charges  
Unless otherwise agreed, the prices of the Products and Services and other charges are based on the Supplier's price-list valid at any given time. The prices quoted by the Supplier are non-binding, and the Supplier has the right to adjust the prices without prior notice.

The prices quoted in an offer are based on the price-list, and the Supplier has the right to adjust them, if the Product prices change for reasons that are beyond the Supplier's control, such as changes in exchange rates, devaluation or changes in the manufacturer's or importer's prices. If the prices quoted in the offer are adjusted, the Supplier must inform the Customer to this end without delay.

In invoicing, the Supplier has the right to add the statutory taxes, customs duties and other official

charges to the prices, even if they are not indicated in the price-list. If a new authority charge (value added tax or the like) is introduced or if the amount or basis of collection of the value added tax or the authority charge changes on account of a regulation or taxation change, the prices of the Products will be adjusted accordingly.

The term of payment is fourteen (14) days net from the date of invoice or another time stated in the offer. Any complaints about the invoice must be submitted within fourteen (14) days from the date of invoice.

At the Customer's request, the Supplier provides information on the invoicing insofar as technically possible and allowed by law. The Supplier is entitled to collect a charge according to the price-list for an itemization provided.

### 9.2 Online payment

Payment service provider

The payment intermediation service is implemented and the payment service provided by Paytrail Oyj (2122839-7) in cooperation with Finnish banks and credit institutions. Paytrail Oyj is indicated as the recipient on the bank statement or card invoice, and it intermediates the payments to vendors. Paytrail Oyj is a licensed payment institution.

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Online banks

The payment intermediation service associated with online payment is implemented by Paytrail Oyj (2122839-7) in cooperation with Finnish banks and credit institutions. From the user's point of view, the service is comparable to traditional online payment.

In the case of complaints regarding online payment, the primary contact is the Supplier of the Product.



## 10 Delays

### 10.1 Delay in delivery

The Supplier must deliver the Products within the time defined in the Agreement. If the delay in delivery is caused by a delay in the manufacturer's, Supplier's or subcontractors' actions, an event of force majeure, the Customer or a similar reason, the Supplier is not obliged to compensate the Customer for the costs or inconvenience the delay has caused to the Customer. The Supplier must inform the Customer immediately of such delay.

If the delivery is delayed by more than four (4) weeks and the Supplier is not able to fulfil the Agreement otherwise, for example by delivering replacement Products, the Customer has the right to cancel the order. In this case, however, the Supplier is not obliged to compensate the Customer for the costs or inconvenience the delay has caused.

### 10.2 Delay in the collection of the Products

If the Customer fails to collect the Products at the agreed time, the Customer must compensate the Supplier for the costs incurred, such as notification, storage and transfer costs.

If the delay in the delivery of the Product or Service is attributable to the Customer, the Customer must pay the Supplier fifty (50) per cent of the listed price of the Supplier's human resource reserved for providing the service for the first two days of delay.

### 10.3 Delay in payment

The Customer must pay for the Products within the agreed time. Unless otherwise agreed, the Customer must pay for the Products by the due date stated in the invoice. If no due date has been given, the Customer must pay for the Products within fourteen (14) days after receiving them.

For delayed payments, the Supplier is entitled to collect an annual penal interest of 16% or higher according to the Interest Act (633/1982) starting from the due date of the invoice, as well collection and processing charges. If the Customer fails to pay its overdue invoices

despite having received a payment reminder, other payments receivable from the Customer but not yet due will also fall due for immediate payment.

The Supplier is entitled to interrupt the delivery, if the Customer's payments are delayed from what has been agreed. If in such a case the Customer does not pay for the Products within an extension of time allowed for payment, the Supplier is entitled to repossess the Products it has delivered and installed and cancel the Agreement. The Customer is liable for the costs this causes to the Supplier.

## 11 Replacement Products and changes

11.1 At the Customer's consent, the Supplier may replace a device under the Agreement with another device. The capacity, performance and other features of the replacement device must meet the requirements set for the original device in the Agreement.

11.2 The Customer must be informed without delay of the delivery of replacement Products and of the reason for the use of replacement Products. The Customer must be provided with the specifications of the replacement Products, in which case they replace the original specifications insofar as there are any changes.

11.3 The Supplier may make changes to the Products before the delivery to improve their quality and performance, provided that the device otherwise meets the agreed requirements. Such changes have no effect on the Agreement and its validity. The Customer must be informed of such changes in connection with the delivery at the latest.

11.4 The Customer has the right to make changes to a device that the Supplier owns and has leased or otherwise handed over to the Customer only at the Supplier's written consent.

11.5 Any other changes made to the Products or their quality or quantity or otherwise to the Agreement must be agreed on in writing by a





document that is signed by both Parties and appended to the Agreement.

11.6 If the Supplier, for reasons beyond its control, has to deliver replacement Products or make changes to them and this causes costs that are at least ten (10) per cent of the total value of the Agreement, the Customer must cover the additional costs exceeding the said ten (10) per cent. In this case, the Customer has the right to cancel the Agreement without expenses or liability to compensate. However, this right does not apply if the changes are attributable to the Customer or to a reason the Customer is responsible for.

## 12 Warranty

12.1 The warranty provided by the Supplier on the Products is restricted to the warranty granted by the manufacturer or importer of the Product. The warranty terms are determined by the warranty terms of the manufacturer or importer of the Product. The manufacturer or importer of the Product determines what faults are covered by the warranty. In order to verify the warranty period, the Customer must retain the manufacturer's warranty documents accompanying the device.

12.2 The Customer bears the costs for sending a device for repairs under warranty. The warranty of off-the-shelf software is determined in accordance with the manufacturer's warranty terms accompanying the software.

12.3 The warranty of customer-specific software is determined in accordance with the manufacturer's warranty terms accompanying the software.

12.4 The Supplier does not guarantee that the Products function without any interruptions or faults.

## 13 Force majeure

13.1 Force majeure refers to an event that is beyond a Party's control and whose existence,

extent, duration and consequences the Party cannot reasonably affect or avoid, and that the Party could not have reasonably foreseen at the time of concluding the Agreement. An event of force majeure is considered to refer to any of the following, without being limited to them: strike, war, disruptions in traffic and monetary transactions, natural disasters and epidemics. A Party will also be released from its contractual obligations, if its subcontractor or other partner on which the fulfilling of the contractual obligations depends has been affected by a force majeure event. If a Party can reasonably meet its contractual obligations by changing its subcontractor or in another manner overcome the force majeure event encountered by the subcontractor, the Party will not be released from its contractual obligations.

13.2 An event of force majeure releases a Party from its contractual obligations for the duration of the force majeure event. If possible, the other Party must be notified of the force majeure event as soon as the Party itself has learnt about it. The obligation to notify does not apply, if it is obvious that the other Party is already aware of the force majeure event. If the force majeure event lasts for more than four (4) weeks, each Party has the right to cancel the Agreement, if it so wishes, by notifying the other Party in writing.

13.3 When the effects of the force majeure event cease, the obligations of the Parties under the Agreement enter into force again. The time limits set continue from where they were when interrupted by the force majeure event.

## 14 Liability for damages

14.1 A Party is liable to compensate for any direct damage it has caused to the other Party intentionally or through negligence.

14.2 The Parties are not liable for any consequential or indirect damage. With regard to direct damage, each Party's liability is limited to direct damage indicated by the other Party.

14.3 The Supplier is not liable for lost or changed data or for damage caused by the



correction of data. A Party is not liable for any destruction, loss or corruption of the other Party's data or files, nor for any related damage or costs, such as costs for the re-creation of files.

14.4 When damages are calculated, the prices of the Products/devices are not taken into account if they are included in the service.

14.5 Damages are payable only insofar as the amount of damage exceeds a penalty for delay or other contractual penalty payable on the basis of the breach of Agreement.

14.6 The Supplier's liability for direct damage, including the penalty for delay and other penalties, is at most fifteen (15) per cent of the monthly invoicing of the Service according to the service appendix in whose delivery the breach of Agreement has occurred.

14.7 The maximum amount of the Supplier's liability for damages is in all cases the amount of the final monthly invoicing of the Service according to the Agreement.

## 15 Export restriction

15.1 Export and transfer restrictions. The Customer is responsible for seeing to it that if a Product delivered under this Agreement is exported or resold for export, the regulations and export restrictions of the Product's country of origin and other relevant regulations and export restrictions of foreign trade (such as US Export Administration Regulations) are conformed to.

15.2 If the Products are purchased for re-export purposes, the Customer must comply with the valid export and import procedures and pay the resulting costs.

## 16 Confidentiality

16.1 The Parties undertake not to disclose the content and details of the Agreement and the confidential information and materials received from the other Party. The confidentiality

obligation continues for five (5) years after the expiry of the Agreement.

16.2 The information and materials disclosed are not regarded as confidential if the recipient is able to show that:

- a) the information has been public before the disclosure or has become public on a later date for a reason other than the recipient's actions violating these terms and conditions; or
- b) the information has been justly in the recipient's possession, unbound by confidentiality obligations, already before the recipient has received the information from the other Party; or
- c) the recipient has received the information, unbound by confidentiality obligations, from a third party who has been entitled to disclose the information; or
- d) the information must be disclosed to a court of law or to an authority by virtue of compelling legislation, a court regulation or an authority regulation. Before disclosing confidential information to a court of law or to an authority, the recipient must inform the other Party without delay of the request of information received and give the other Party an opportunity to take necessary action to keep confidential information and materials secret.

16.3 Each Party is responsible for the confidentiality obligation of its employees, subcontractors and other similar legal and natural persons controlled or employed by it and for damage caused to the other Party by a breach of the confidentiality obligation. If necessary, each Party ensures confidentiality by means of a confidentiality agreement. The restriction of the liability for damages referred to in these Terms does not apply to damage caused to the other Party by violation of the confidentiality obligation or of a copyright-protected right.

## 17 Recruitment freeze

Unless otherwise specifically agreed by the Parties, the Customer is not entitled to recruit people employed by the Supplier.



## **18 Transfer of the Agreement**

18.1 The Supplier is entitled to transfer its obligations under the Agreement or part of them to its subcontractor or partner. The Supplier is entitled to transfer its receivables based on the Agreement to a third party.

18.2 The Customer is entitled to transfer its obligations under the Agreement to a company belonging to the same group of companies. When transferring its obligations, the Customer continues to bear secondary liability for the fulfillment of the obligations. The Customer is not entitled to transfer its payment obligations to a third party, even within the same group of companies, without the Supplier's written consent. The Customer is not entitled to transfer its rights to a third party under this section, if the transfer is prohibited in the Agreement or its appendices.

## **19 Applicable law and settling of disputes**

19.1 This Agreement and its interpretation are governed by Finnish law, with the exception of its conflict-of-law provisions.

19.2 Any disputes arising from or related to the Agreement are settled in the court of first instance of the Supplier's domicile. The Supplier is always entitled to collect its receivables based on the Agreement either in the District Court of Helsinki or in the court of first instance of the defendant's domicile, according to its choice.

## **20 Amendments to the delivery terms**

The Supplier may amend these General Delivery Terms. The Customer must be notified of new delivery terms at least one month before their entry into force by means of customer bulletins or otherwise in writing.

