

## 1. Application

**1.1** These general terms and conditions for delivery of services and projects ("**General Delivery Terms**") shall apply, when a Siemens company domiciled in Finland or its Estonian, Latvian or Lithuanian branch ("**Seller**") that has referenced to these General Delivery Terms in an offer, order confirmation or contract, delivers goods and services to Buyer. Any terms and conditions of Buyer shall apply only where expressly accepted in writing by Seller. These General Delivery Terms shall be applied as the commercial custom between the Parties also to all future service or project orders by Buyer unless the Parties separately agree to the contrary in writing in relation to a particular order or contract.

**1.2** "**Contract**" shall mean either a contract document signed by Seller and Buyer specifying the terms and conditions of the Service or, should such contract document not exist, Seller's accepted offer or Buyer's order, which Seller has accepted either by a separate order confirmation or by delivering the ordered goods and services to Buyer.

**1.3** "**Service**" shall mean everything that Seller delivers to Buyer as part of a one-off or continuous service or project under the Contract.

**1.4** "**Service Objects**" shall mean Buyer's equipment or software that are the object of the Service, if any.

**1.5** "**Party**" or "**Parties**" shall mean Seller and/or Buyer depending on the context.

## 2. Performance of Service

**2.1** The content of the Service is defined in the Contract and its appendices. The Service does not contain other goods or services than those explicitly described in the Contract.

**2.2** Unless otherwise agreed, Seller shall commence the Service within a reasonable time from entering into the Contract and perform the Service during its normal service hours.

**2.3** Seller shall use sufficiently qualified and experienced personnel for performing the Service.

**2.4** The Service shall include Seller's standard documentation related to the Service either in the language of the country where the Service is delivered (i.e. Finnish, Estonian, Latvian or Lithuanian) or English.

**2.5** Seller may at its option and as applicable provide the Service or part thereof via a secure remote access. In such case Buyer shall provide the necessary internet connection enabling Seller to establish the necessary remote access, and if the Service is performed on Service Objects, Buyer shall allow Seller to access the Service Objects via a remote access. Buyer shall ensure that Buyer's systems are technically compatible with the remote access tool and that the remote access meets Buyer's information security and other requirements. Seller may modify the information security and other technical requirements of the remote access during the Contract term. Seller shall notify Buyer in advance of any significant changes.

**2.6** If the Service is performed on Service Objects, Seller shall at any time during the effectiveness of the Contract have the right, at its own expense, to inspect the Service Objects at their installation location.

**2.7** Unless otherwise stated in the Contract, Seller shall not have any responsibility for Buyer's scheduling, planning, project management, quality program, health and safety, information security or environmental management program or their impact on the Service.

**2.8** To the extent the Service includes management or supervision of third parties (other than the subcontractors of Seller), Seller's only obligation is to provide correct instructions. Seller shall not be liable for the performance of such third parties or Buyer's personnel.

## 3. Buyer's obligations

**3.1** Buyer shall be liable for the correctness and sufficiency of the information given by Buyer that influences the provision of the Service or its qualities. Buyer shall without delay inform Seller of such changes in circumstances, which affect the fulfilment of the Contract.

**3.2** Buyer shall obtain all necessary permits and approvals from relevant authorities required for commissioning and use of the Service, except to the extent that these can only be obtained by Seller.

**3.3** Buyer shall take all measures that are reasonably required for Seller to commence the performance of the Service on time and to carry out the Service in an uninterrupted manner. In particular, Buyer shall at its cost:

(i) support Seller in potential problem analysis to the extent necessary, for example by providing incident report and error message to Seller;

(ii) coordinate subcontractors commissioned by Buyer;

(iii) provide up-to-date documentation, drawings and information on the Service Objects to Seller to the extent requested by Seller before commencement of the Service;

(iv) maintain current data back-ups on an appropriate data carrier of the software versions used by Buyer, including the data stored and the system parameters, as well as provide a copy of the back-up and execute data retrieval if necessary; and

(v) bear the costs of transporting the Service Objects to Seller's premises, if the Service is performed on Service Objects at Seller's premises.

**3.4** To the extent the Service will be performed at Buyer's site, plant or premises ("**Site**"), Buyer shall at its cost additionally:

(i) perform timely the necessary preparatory work and establish the required operating conditions and infrastructural requirements necessary for the performance of the Service (e.g. internet access, electricity and telephone);

(ii) enable unrestricted access to the Service Objects;

(iii) provide briefings and trainings on the applicable health and safety and other safety regulations of Buyer, including information on possible hazards for humans and machines resulting from the provision of the Service at the Site;

(iv) ensure that suitably qualified Buyer's personnel is available to Seller during the performance of the Service that are able to make and implement the necessary decisions concerning the Service;

(v) provide to Seller technical resources and auxiliary equipment (e.g. ladders, scaffolding, lifting devices, special tools as well as on-site transportation) with the required operating personnel as well as the operating and production resources necessary for the performance of the Service;

(vi) provide power and water supplies together with the necessary connections up to the necessary location on the Site as well as heating and general lighting and, if necessary, air-conditioning and ventilation; and

(vii) ensure adequate safety precautions on the Site against theft, damage, destruction and other adverse factors.

**3.5** Buyer acknowledges that the Service performed on the Site may generate and/or in connection with the Service hazardous waste may be uncovered, which is subject to specific regulatory requirements. If Seller discovers in connection with performing the Service that there are hazardous materials (for example asbestos), environmentally hazardous substances, geological or geothermal conditions, archaeological findings or any other local environmental conditions on the Site where the Service is performed, which have an adverse effect on the Service, Buyer shall be liable for any required remediation at its expense. Where the remediation causes a delay of the Service, the consequences thereof shall be as set forth in Clause 8.4. Buyer shall, at its expense, provide waste containers and shall collect, handle, store and dispose of hazardous and other waste, including among others electrical and electronic equipment and industrial batteries, produced as a result of the Service in accordance with the requirements of applicable law.

**3.6** If the Service, an equipment or software delivered as part thereof or the Service Objects will be connected to an intranet or the Internet, Buyer shall be responsible for design, implementation and maintenance of a holistic, state-of-the-art information security concept to protect its enterprise, plants, systems, machines and networks ("**Buyer's Systems**") against cyberthreats. Cyberthreat means any circumstance or event

with the potential to adversely impact Buyer's Systems via unauthorized access, destruction, disclosure and/or modification of information, denial of service attacks or comparable scenarios. The information security concept should inter alia include using the latest version of the software and equipment, installing updates and patches as soon as they are available, complying with the security advisories available from Seller and other manufacturers, regular vulnerability and malware scanning and testing, a state-of-the-art password policy, and only connecting Buyer's Systems to an intranet or the Internet to the extent necessary and subject the manufacturers' guidelines.

#### 4. Working conditions

**4.1** Seller shall comply with Buyer's health and safety and other security regulations when performing the Service at the Site provided that Buyer informs Seller in writing of all relevant health and safety and other security regulations in force at the Site so that Seller has a reasonable time to review them prior to performance of the Service on the Site. Buyer may require that a member of Seller's personnel that does not comply with the said regulations will be removed from the Site.

**4.2** Buyer shall be responsible for the health and safety conditions on Buyer's Site and shall comply with any applicable laws in this respect. Buyer shall in particular ensure that the Site, including the ambient air and all parts of the Site that Seller's employees or subcontractors may come in contact with, are free of asbestos. Upon request by Seller, Buyer shall certify these conditions by a licensed and independent institute at Buyer's cost. Seller shall be entitled to perform corresponding measurements. Seller may suspend the affected parts of the Service on the Site in the event that a health and safety risk originating from Buyer's Site, equipment or Service Objects has not been eliminated or protective and preventive measures introduced to Seller's reasonable satisfaction or absence of asbestos not ensured. The consequences of the suspension shall be as set forth in Clause 8.4.

#### 5. Prices and payment terms

**5.1** All prices specified in the Contract shall be in euro currency and shall not include value added tax. Value added tax and other taxes and official charges levied by authorities shall be invoiced from Buyer according to the legislation in force at the time of invoicing.

**5.2** Unless otherwise explicitly agreed, prices exclude packing, freight, insurance or materials, such as spare or wearing parts. Such items and work performed falling outside of the scope covered by the agreed fixed service fee shall be invoiced separately based on the price list attached to the Contract or, if no price has been agreed for the item in question, based on the generally applicable price list of Seller. Seller may also invoice reasonable travel expenses incurred in performing the Service and an invoicing fee to Buyer according to Seller's normal practice, unless otherwise agreed in the Contract.

**5.3** The payment term shall be fourteen (14) days net from the date of the invoice. Unless otherwise agreed, Seller has the right to invoice the Service at the latest, when the risk of damage and loss has transferred to Buyer. If the Service is completed in stages or instalments, Seller may invoice the Service on a corresponding basis. If a fixed periodic service fee has been agreed for the Service (such as a monthly or annual fee), Seller may invoice such service fee prior to the start of the service period that the fee covers.

**5.4** Buyer shall pay interest on any delayed payment at the delay interest rate generally applied by Seller, however, no less than ten percent (10 %) per annum.

**5.5** If a payment is delayed or Buyer is in breach of any of its other material obligations under the Contract, Seller shall have the right among others to suspend Seller's performance under the Contract, of which Seller shall inform Buyer without delay.

**5.6** Buyer agrees to provide at its own expense upon Seller's request securities accepted by Seller for the payment of Seller's receivables prior to the actual performance of Service. If it becomes apparent during the performance of Service that the securities provided by Buyer are not

sufficient to fully cover Seller's receivables, Buyer shall, at its own expense, provide Seller upon Seller's request additional securities accepted by Seller.

**5.7** Unless otherwise explicitly agreed, Seller may increase the prices for continuous Services by notifying Buyer thereof in writing. If Buyer does not accept the new prices notified by Seller, Buyer shall have the right to terminate the Contract to end when the new prices enter into force by delivering a written notice of termination to Seller within one (1) month from the date of Seller's notice informing Buyer of the new prices. In the absence of such termination notice the new prices shall become applicable.

#### 6. Transfer of risk and retention of title

**6.1** The delivery term for equipment, software and materials included in the Service to be delivered to Buyer shall be DAP (Incoterms 2020). For other parts of the Service the risk of damage and loss shall transfer to Buyer upon performance of the relevant part of the Service or, if the Service is subject to acceptance as per Clause 7.2, upon acceptance. Buyer shall bear the risk of accidental damage to or loss of the potential Service Objects during performance of the Service.

**6.2** The title to the Service shall remain with Seller until the Service has been paid in full.

#### 7. Inspection and acceptance

**7.1** Buyer shall inspect the Service without undue delay and notify Seller in writing of any defect in the Service.

**7.2** Unless otherwise agreed in writing, an acceptance of the Service is not required. Where the Parties have agreed on an acceptance in the Contract, Buyer shall declare acceptance or notify Seller of defects preventing the acceptance of the Service within seven (7) days of the performance of the Service. Minor defects shall not prevent the acceptance. Acceptance shall be deemed to have occurred, if Buyer has not notified Seller of defects preventing the acceptance within seven (7) days of the performance of the Service or if the results of the Service and/or the Service Objects have been put into operation or taken into commercial use.

**7.3** If any performance figures have been agreed in the Contract for the results of the Service or Service Objects, this Clause 7.3 shall apply. If the results of the Service or the Service Objects fail to meet any performance figures in the Contract solely due to the fault of Seller, Seller shall be given additional reasonable time to achieve such figures by carrying out at its own expense any work which Seller considers necessary. If after the completion of the work and further performance tests the performance figures are not reached, Buyer shall be entitled to liquidated damages at a rate agreed in the Contract, which shall however in no event exceed five percent (5 %) of the price of the part of the Service failing to meet the agreed figures excluding value added tax. The compensation under this Clause 7.3 shall be Buyer's only remedy for non-achievement of the performance figures under the Contract.

**7.4** All costs of Buyer and any third parties (other than those of Seller's subcontractors) incurred in connection with inspections, tests and acceptance procedures shall be borne by Buyer.

#### 8. Delay

**8.1** If Seller does not meet a completion date for the Service, which has been specifically agreed to be binding in the Contract, due to a reason solely attributable to Seller, Buyer shall be entitled to liquidated damages up to the amount of half a percent (0,5 %) of the price of the delayed part of the Service excluding value added tax per each full week of delay, however, not exceeding seven and a half percent (7,5 %) of the price of the delayed part of the Service excluding value added tax.

**8.2** If Buyer is due to the delay of the Service entitled to claim the maximum amount of liquidated damages specified in Clause 8.1 and Seller has not been able to rectify the delay within thirty (30) days after the maximum amount of liquidated damages is reached and the delay

causes Buyer substantial harm, Buyer shall have the right to terminate the Contract to the extent that Buyer cannot use the results of the Service for the intended purpose. If the Contract is terminated due to the delay, Seller shall be liable, in addition to what has been stated in Clause 8.1, for direct damages incurred by Buyer due to the termination up to an amount not exceeding seven and a half percent (7,5 %) of the price of the terminated Contract excluding value added tax.

**8.3** Buyer shall make claims based on the delay of the Service to Seller in writing within one (1) month of the performance of the delayed part of the Service. If Buyer does not make a claim based on the delay of the Service within the time limit, Buyer loses its right to make claims based on the delay.

**8.4** If the delay of the Service is caused by a reason attributable to Buyer, Buyer shall pay for Seller's additional costs and extra work arising therefrom and Seller shall be allowed a time extension corresponding to the consequences of the delay. Seller shall also have the right to invoice the Service based on the originally agreed schedule.

**8.5** Buyer's remedies including the right to claim damages due to Seller's delay are exclusively agreed in this Clause 8.

## 9. Warranty

**9.1** Seller provides for the design, material and workmanship in the technical equipment (such as goods, machinery, apparatus, systems, articles, instruments and tools) delivered as part of Service an equipment warranty that covers also software embedded in the equipment, but excludes software, which may be used to operate the equipment, such as an application, operating system or other user interface software ("**Equipment Warranty**").

**9.2** Seller provides for the software not covered by the Equipment Warranty a software warranty that covers reproducible defects due to which the software does not essentially function in accordance with its documentation ("**Software Warranty**").

**9.3** Seller provides for the performance of the Service, such as planning, installation, commissioning, programming, configuration, service, maintenance, consulting, training and other similar work, a warranty covering non-conformities of the work with the express terms of the Contract ("**Warranty for Works**"). The Warranty for Works does not cover such designing, manufacturing or other similar work, which falls under the Equipment Warranty or Software Warranty.

**9.4** The warranty period shall be twelve (12) months, which shall commence upon transfer of risk. If the transfer of risk is delayed due to a delay of Buyer, the warranty shall commence from the point of time, when the transfer of risk had been agreed to take place. If a part of the Service has been repaired, replaced or reperformed under the warranty, the warranty period for such part of the Service shall be six (6) months, if the original warranty period would expire earlier. However, the warranty period shall always expire at the latest after twenty-four (24) months from the start of the original warranty period.

**9.5** The warranty covers at Seller's option remedying the defect by repair, replacement of the defective part by a new or refurbished part or reperformance of the defective part of the Service. Buyer shall give Seller a reasonable period and opportunity to remedy the defect. For this purpose, Buyer shall grant Seller access to the defective Service, shall undertake any necessary disassembly and reassembly, and shall provide access to operation and maintenance data. Buyer shall, at its cost and on a request by Seller, deliver the defective part, at Seller's option, either to Seller's premises or to Seller's authorised repair shop in accordance with any shipping instructions given by Seller. Seller shall at its cost have the repaired or new parts delivered to Buyer on the delivery term DAP, Incoterms 2020. Upon Seller's request, Buyer shall ensure that title to the replaced defective parts shall transfer to Seller and shall return such parts at the latest within two weeks of receiving the repaired or new part.

**9.6** If the costs of the rectification in accordance with Clause 9.5 would be unreasonable to Seller compared with the harm caused by the defect to Buyer's business, Seller shall, instead of rectifying the defect, be

entitled to give Buyer a reasonable reduction on the price of the defective Service. The price reduction shall be proportionate to the negative effects of the defect to the use of the Service.

**9.7** The warranty for software covers providing Buyer with an updated version of the software in which the defect has been remedied, when such updated version is reasonably available from Seller or Seller's licensor. If the software has been modified or individually developed for Buyer by Seller, Seller shall in addition provide Buyer with a workaround or other interim error correcting solution until the provision of an updated version of the software, if such workaround or interim solution is feasible at a reasonable expense and otherwise significant harm would be caused to Buyer's business operations.

**9.8** The warranty does not cover defects caused by (i) use, maintenance or repair, which is faulty, negligent or against operation or maintenance instructions, (ii) changes to the Service made without Seller's written consent, (iii) by normal wear and tear, (iv) circumstances that did not exist in the Service at the time of the transfer of risk to Buyer, (v) insignificant deviation from the agreed quality or minor impairment of usability, or (vi) special external influences, which are not identified in the Contract. Seller does not warrant that the Service will be secure from cyberthreats or does not contain any vulnerability.

**9.9** If Seller has not remedied a defect within a reasonable period of time and does not remedy the defect within an additional reasonable period of time set by Buyer in writing, Buyer shall have the right to terminate the Contract in respect of the defective part of the Service, if the defect is substantial to Buyer and provided that rights stated in Clause 9.6 do not apply. In such case, Seller shall be liable, in addition to what has been stated in Clause 8.1, for direct damages incurred by Buyer due to the termination of the Contract up to an amount not exceeding seven and a half percent (7,5 %) of the price of the terminated part of the Contract excluding value added tax.

**9.10** If Seller carries out remedial work or incurs costs to remedy the allegedly defective part of the Service and it is ultimately not established that there was a defect in the Service covered by the warranty, Seller may charge Buyer for such work, including defect diagnosis, and costs incurred.

**9.11** Buyer shall make claims based on the warranty to Seller without delay in writing, however at the latest before the expiry of the warranty period.

**9.12** The warranty in this Clause 9 shall constitute the entire liability for defects in the Service provided and Buyer's exclusive remedy in the event of a defect in the Service. This warranty is in lieu of all other warranties and remedies whether written or oral, statutory, express or implied, including warranty of merchantability and fitness for a particular purpose.

## 10. Rights of use

**10.1** All patent, copyright, database, trademark, design and other intellectual property rights ("**Intellectual Property Rights**") in the Service shall be the exclusive property of and vest in Seller or its licensors.

**10.2** Buyer shall not by observing, studying, decompiling or testing the Service aim to learn the trade secrets of Seller except to the extent mandatory law prohibits such limitation.

**10.3** Buyer shall have the right to use the documents provided by Seller in connection with the Service unmodified and to the extent necessary for the use of the Service and operation and routine maintenance of the Service results in Buyer's internal use. Seller shall have the right to use the documents provided by Buyer for the provision of the Service and grant the right to the same to its subcontractors.

**10.4** Subject to Clause 10.5, if the Service includes software delivered to Buyer, such software is licensed to Buyer under the license terms contained in the software documentation, the software itself or the Contract ("**License Terms**"). The License Terms shall prevail over these General Delivery Terms. Seller grants Buyer a non-exclusive right to use the software in object code form only as described in the License Terms

or, if no such License Terms are provided to Buyer, for the purpose of operation and routine maintenance of the Service results in Buyer's internal use.

**10.5** The Service may include third-party software and/or open source software delivered to Buyer ("OSS"). Insofar as specific license terms apply to such software, Seller will provide the applicable license terms together with the Service. Such license terms applicable to third party software or OSS shall prevail over these General Delivery Terms and Buyer shall comply with them. Details regarding any third-party software and OSS contained in the Service are available in the software documentation (e.g. README\_OSS).

**10.6** If Seller provides Buyer access to a web application as part of the Service ("Web Application"), Buyer is granted a non-exclusive right during the term of the Contract to access and use the Web Application in accordance with the terms of use available on its website at the time of use of such Web Application or attached to the Contract. Such terms of use of the Web Application shall prevail over these General Delivery Terms.

**10.7** Without prejudice to Buyer's Intellectual Property Rights and subject to compliance with the applicable law, Seller and its group companies may for their own business purposes collect, use, modify, and copy any data received in connection with the Service.

#### 11. Infringement of intellectual property rights

**11.1** Seller shall ensure that the Service does not infringe any Intellectual Property Rights of third parties registered in the country of Seller.

**11.2** In the event a third party asserts a legitimate claim against Buyer claiming that the Service infringes its Intellectual Property Rights, Seller shall, at its option and expense, either (i) obtain a right for Buyer to continue using the Service, (ii) modify the Service to eliminate the infringement, or (iii) replace the infringing parts of the Service. If none of the options is reasonably possible for Seller, either Party may terminate the Contract in relation to infringing parts of the Service. Upon such termination Buyer shall return the infringing parts of the Service and Seller shall refund the Contract price for such part of the Service with a deduction made based on the actual time the Service was used by Buyer.

**11.3** Seller shall not however be liable with respect to any claim arising out of (i) design or instruction by Buyer, (ii) use of the Service in a manner or for a purpose not foreseeable by Seller, (iii) modification of the Service by Buyer, (iv) use of the Service in combination with a product not provided by Seller unless agreed in the Contract, (v) a claim made by a company, which either directly or indirectly controls Buyer or is either directly or indirectly controlled by Buyer, or (vi) refusal to use a published alike product or a newer version offered by Seller free of charge, the usage of which would have prevented the infringement.

**11.4** Seller shall only be liable under Clause 11.2 or under any other Clauses in the Contract establishing Seller a liability for third party claims, if Buyer (i) gives Seller a prompt written notice of any alleged or threatened claims of infringement, (ii) allows Seller on its request to control the defense and/or settlement of such claim, (iii) does not acknowledge the infringement or agree to compensation or settlement proposals without first obtaining Seller's written consent, and (iv) provides to Seller all reasonable cooperation and information as may be requested by Seller to defend or settle the claim.

**11.5** The foregoing in this Clause 11 states Seller's entire liability for infringements of Intellectual Property Rights and other remedies of Buyer are excluded.

#### 12. Technical modifications, change of laws

**12.1** Seller reserves the right to make such modifications to the Service that do not adversely affect the agreed operability, functionality or technical characteristics of the Service.

**12.2** If Seller is required to make modifications to the Service due to a change in the laws, regulations, official orders or guidelines, or required

engineering standards after entering into the Contract, Buyer shall be liable for the additional expenses and scope caused by the change and shall grant Seller the time extension needed for performing changes in the Service.

#### 13. Force majeure

**13.1** Neither Party is liable for such delay or damages, which are due to a reason beyond the control of a Party or its subcontractors of any tier, provided that the Party affected could not reasonably have been expected to take such event into consideration while entering into the Contract and could not reasonably avoid or overcome its effects. A strike, lockout, boycott or other labour dispute-related action is considered a force majeure also, when the affected Party is the target of or participates in the action.

**13.2** If the fulfilment of the Contract is delayed due to one or more force majeure events by more than four (4) months, either Party shall have the right to terminate the Contract to the extent it is considered reasonable by informing the other Party thereof in writing. In addition to the consequences set forth in Clause 17.3, Seller shall be entitled to reimbursement from Buyer for its direct costs related to the termination.

#### 14. Confidentiality and data protection

**14.1** The Parties shall maintain the confidentiality of any commercial, financial and/or technical information of the other Party received in connection with the Service or Contract ("Confidential Information"). As Confidential Information shall not be considered information that is or becomes part of the public domain other than by breach of Contract by the receiving Party, that was in the Party's possession before receiving the information from the other Party, or that is disclosed to the receiving Party by a third party without obligation of confidentiality.

**14.2** The Parties undertake to use Confidential Information only for the purpose of the Contract. The Parties shall not disclose Confidential Information to any third party without the prior written consent of the disclosing Party other than to the receiving Party's employees, group companies or subcontractors that reasonably need to know such Confidential Information for the purpose of the Contract provided such parties are bound by confidentiality obligations. The Party may also disclose Confidential Information where required to be disclosed by law subject to the receiving Party's obligation to notify the disclosing Party without undue delay of such requirement and to use reasonable effort to obtain confidential treatment for the Confidential Information.

**14.3** The confidentiality obligations in this Clause 14 shall continue to apply for a period of five (5) years from the termination of the Contract.

**14.4** Seller and Buyer shall comply with the statutory obligations relating to protection of personal data. If Seller processes personal data on Buyer's behalf as part of the Service, Buyer is obliged to ensure that the prerequisites of applicable law in respect of such processing (e.g. obtaining consents) are met to enable Seller to perform the Service without any breach of law. Buyer shall take necessary measures as far as possible to prevent access of Seller to personal data while providing the Service, or if this is not possible, inform Seller of this at least two (2) weeks before Seller starts to process personal data on behalf of Buyer. Upon such notice the Parties shall execute a data processing agreement required by applicable law using Seller's standard form.

#### 15. Export regulations

**15.1** Seller shall not be obligated to fulfil the Contract if such fulfilment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

**15.2** If Buyer transfers goods (hardware and/or software and/or technology as well as corresponding documentation, regardless of the mode of provision) delivered by Seller or works and services (including all kinds of technical support) performed by Seller to a third party Buyer shall comply with all applicable national and international (re-)export control regulations. In any event of such transfer of goods, works and services Buyer shall comply with the (re-)export control regulations of Finland, the Federal Republic of Germany, of the European Union and of the United States of America.

**15.3** If required to enable authorities or Seller to conduct export control checks, Buyer, upon request by Seller, shall promptly provide Seller with all information pertaining to the particular end customer, the particular destination and the particular intended use of goods, works and services provided by Seller, as well as any export control restrictions existing.

**15.4** Buyer shall indemnify and hold harmless Seller from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with export control regulations by Buyer, and Buyer shall compensate Seller for all losses and expenses resulting thereof.

#### **16. Limitations of liability**

**16.1** Seller shall not be liable for any loss of profit or revenue, loss or interruption of production, use or operation, loss of information or data, cost of capital or financing expenses, damages to property other than the Service, loss resulting from other contract, loss of power or cost of purchased replacement power or for any indirect or consequential losses or damages of any nature.

**16.2** Seller's total maximum liability, including also possible compensations for delay or non-performance, for claims made under or in connection with the Contract regardless of the basis of the claim is limited to an amount not exceeding fifty percent (50 %) of the price of the Contract excluding value added tax in relation to Contracts for which a lump sum price has been agreed. With respect to other Contracts, Seller's total maximum liability is limited to an amount not exceeding fifty percent (50 %) of the fees paid by Buyer to Seller under the Contract during a period of twelve (12) months preceding the damage excluding value added tax. In no case shall Seller's total liability per damage event exceed hundred thousand euro (EUR 100,000).

**16.3** If Buyer is not or shall not be the sole end user and ultimate owner of the Services or is procuring them for the benefit of any kind of joint venture, Buyer shall include a clause in its contracts with the end user, ultimate owner or joint venture participants so that Seller is given the benefit of the indemnities and limitations of liability in the Contract by all such users, owners or participants (as if the user, owner or participant were Buyer). Buyer shall indemnify Seller against claims by these parties to the extent that Seller would not be liable to Buyer under the Contract had the claim been made by Buyer.

**16.4** The limitations of liability shall apply for the benefit of Seller's group companies, subcontractors of any tier, employees and other persons acting for Seller. The limitations of liability shall not apply to the extent the mandatory law does not allow the liability to be limited.

**16.5** Unless otherwise explicitly agreed, all liability of Seller under the Contract shall cease with the expiry of the warranty period of the Service.

#### **17. Termination of the Contract**

**17.1** The Contract on continuous Services shall remain in force for the Contract term as defined in the Contract and a Party may terminate it in accordance with the termination terms set forth in the Contract, if any. Unless otherwise agreed, upon termination of the Contract in accordance with this Clause, Buyer shall pay full fees for the Services performed up to the end of effectiveness of termination and for the Services ordered before but performed after the effectiveness of termination.

**17.2** Either Party shall have the right to terminate the Contract with a written notice, if the other Party commits a material breach of the Contract and fails to remedy such breach within sixty (60) days of a written notice from the Party, where the possibility of termination is mentioned. Seller may also terminate the Contract, if Seller's performance has been suspended for more than sixty (60) days.

**17.3** In case of termination of the Contract for any other reason than under Clause 17.1, Buyer is, if Seller so requires, obliged to take over that part of the Service, which is completed or near to be completed and free from defects and can be used without significant amount of additional work. Buyer shall pay Seller a reasonable price for such part with regard to the agreed price and the circumstances of the case. This shall also apply to parts of the Service, which upon termination are at Seller's or its subcontractors' premises or are under transport to or at the agreed location.

**17.4** The provisions in Clauses 10, 14, 15, 16 and 19 and any other Clauses, which have been clearly intended to survive the termination of the Contract, shall survive the termination of the Contract.

#### **18. Changes and assignment**

**18.1** All changes to the Contract must be agreed in writing. All other changes are invalid.

**18.2** Neither Party may, without the written consent of the other Party, which shall not be withheld without a justified cause, transfer its rights or obligations under the Contract to a third party. However, Seller shall always have the right to transfer the Contract or a part thereof to a company belonging to the same group of companies or in the event of a sale or transfer of Seller's business or part thereof to a third party.

#### **19. Applicable law and dispute resolution**

**19.1** The Contract shall be governed by the substantive law of Finland, without reference to the conflict of laws principles and the UN Convention on Contracts for the International Sale of Goods.

**19.2** Any dispute, controversy or claim arising out of or relating to the Contract, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be one, however if the total value of the claims in the dispute exceeds five hundred thousand euro (EUR 500,000), there shall be three arbitrators. The seat of arbitration shall be Helsinki, Finland. The language of the arbitration shall be English.

**19.3** Seller shall, at its option, have the right to claim Seller's receivables due in the general courts of, at Seller's option, either Seller's or Buyer's domicile.