

Annex 1. General Terms and Conditions

General provisions

1. SCOPE

- 1.1 These provisions apply to customer surveys and other services provided by EPSI Finland (corporate ID number 2218475-2) (“**the Service Provider**”) to client companies (“**the Buyer**”) unless otherwise agreed in writing.
- 1.2 Customer survey and other services refer to the assignment (“**the Assignment**”) that has been confirmed by the Service Provider and the Buyer through a jointly signed agreement (“**the Main Agreement**”) in which the content of the Assignment has been specified.
- 1.3 The Assignment is subject to the terms and conditions set forth in the Main Agreement and its annexes unless otherwise agreed in writing or may be considered obvious.

2. MAIN AGREEMENT

- 2.1 The Main Agreement describes the parties to the agreement, the scope and content of the Assignment, the performance/term of the Assignment, the Service Provider’s and Buyer’s delivery dates, and the Buyer’s price and terms of payment.
- 2.2 In case of inconsistency between the Main Agreement and these General Terms and Conditions, the provisions of the Main Agreement shall take precedence.
- 2.3 If it is agreed to change the assignment, a new Main Agreement shall be entered into in accordance with Section 1.2.

3. PERFORMANCE OF THE ASSIGNMENT

- 3.1 The Assignment shall be performed with care and in a professional manner in accordance with good industry practice. The Service Provider shall use staff appropriate and qualified for the purpose and for the Assignment. The same applies to the engagement of subcontractors by the Service Provider.

4. COMPENSATION AND PAYMENT

- 4.1 Compensation for the Assignment shall be stated in the Main Agreement.
- 4.2 Payment shall be made within 30 days of receipt of invoice, value-added tax will be added.
- 4.3 In case of payment after the due date, late payment interest shall be payable in accordance with the Finnish Interest Act (1982:633).
- 4.4 The Buyer is required to compensate the Service Provider for unforeseen expenses, such as outlays, travel, accommodation and per diem expenses which are necessary for the performance of the Assignment and which could not be foreseen at the time of signing the Main Agreement.
- 4.5 If the Buyer fails to pay in time, the Service Provider shall have the right to suspend the Assignment or withhold delivery until payment is made. If the Buyer is in arrears by more than 30 days after receipt of a request for payment from the Service Provider, the Service Provider may terminate the agreement as a whole, in which case the Service Provider shall be entitled to full compensation in accordance with the Main Agreement as well as damages.

- 4.6 If the Buyer terminates the Assignment before its completion and such termination is not due to a breach of contract by the Service Provider, the Service Provider shall be entitled to compensation for time spent and expenses incurred.
- 4.7 The results/material from the Assignment shall remain the property of the Service Provider until full payment has been made for all amounts due under the Main Agreement, including any expenses or late payment interest.

5. COMPLAINTS

- 5.1 In case of a failure or deficiency in the Service Provider's performance of the Assignment, the Buyer shall immediately lodge a written complaint with the Buyer. In case of a failure or deficiency that is discovered by the Buyer after the completion or termination of the Assignment, a written complaint must be lodged within one (1) month of the end of the Assignment.
- 5.2 If a complaint or criticism has been made, the Service Provider shall be given the opportunity within a reasonable time to rectify the failure or deficiency.
- 5.3 The Buyer's right to compensation for loss shall be forfeited if a complaint has not been lodged in writing and within the prescribed time.

6. LIMITATION OF LIABILITY

- 6.1 The Service Provider is liable, subject to the limitations indicated in the following, to the Buyer for any loss incurred by the Buyer due to carelessness or gross negligence by the Service Provider, or by a party for which the Service Provider is responsible, in the performance of the Assignment. Damages may never include liability for consequential or indirect loss, such as loss of profits, loss, loss of goodwill or loss of turnover.
- 6.2 The Buyer is entitled to compensation in case of delayed delivery only if the delivery is materially delayed.
- 6.3 The Service Provider's liability for loss incurred by the Buyer shall under all circumstances be limited to the amount which the Buyer has paid to the Service Provider for the Assignment.
- 6.4 The Service Provider shall not in any case be liable for loss/delays which are due to the fact that the Buyer gave incorrect instructions or provided insufficient documentation or failed to assist in the performance of the Assignment.

7. CONFIDENTIALITY

- 7.1 A party may not, without the written consent of the other party, disclose to a third party any documents or otherwise provide to a third party information which could be regarded as trade or professional secrets, such as current or planned products or services, market forecasts, terms and conditions and plans for procurements, technology related to the aforesaid, trade secrets, know-how, inventions, technical methods, software in various forms and related documentation, contracts, customer lists, financial information as well as business plans or similar confidential information to any other extent than is required for the performance of the Assignment.
- 7.2 The obligation of confidentiality does not apply to information which the party has become aware of otherwise than by a breach of the Main Agreement or which is generally known. Nor does confidentiality apply when a party is required by law or regulation to disclose information.
- 7.3 Confidentiality also applies after the Assignment has been completed and the Agreement has ceased to apply in other respects. Information or customer data may only be disclosed to a third party with the written consent of the other party.
- 7.4 It is the duty of each party to ensure that employees, service providers or other subcontractors who receive confidential information through the Assignment maintain confidentiality in accordance with the above.

8. MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

- 8.1 The Service Provider has the right, exclusively for its own use, to use the results of the Assignment (“**Customer Data**”). The Service Provider owns Customer Data and has the right to use results in benchmarking and research, as well as the right to modify and reproduce the results.
- 8.2 The Service Provider owns the methods, results and data used for the Assignment.
- 8.3 The Service Provider has the copyright to published material and may demand that the Buyer make changes in material from the Assignment before it may be published by the Buyer. In the event that the Buyer fails to comply with the Service Provider’s instructions, the Service Provider shall have the right to decline publication and not to allow its brand to be associated with the material.
- 8.4 The Buyer shall receive a non-exclusive right to use the material for its own/internal use and, in connection with its own use, to modify and reproduce the results. The Service Provider shall, however, retain the copyright and all other intellectual property rights to the material.
- 8.5 In the event that the Buyer uses material without authorisation in breach of the parties’ agreement, the Service Provider shall be entitled to compensation under the Finnish Copyright Act (1961:404) amendments up to 608/2015.

9. LATE DELIVERY

- 9.1 A delivery shall be considered late if the actual delivery date is one day later than the delivery date provided for in the Main Agreement.
- 9.2 A party shall, when it is feared that it will not be possible to meet the agreed date for delivery or performance, notify the other party in writing of this delay and indicate the expected timing of the delivery or performance.

10. INSOLVENCY

- 10.1A party shall have the right to wholly or partially withdraw from the agreement if the other party is forced into bankruptcy, enters into a composition with creditors, suspends payments, enters into reorganisation proceedings or otherwise may be considered insolvent.

11. GROUNDS FOR EXEMPTION

- 11.1A party may suspend or postpone the Assignment due to the occurrence of an event which the party could not reasonably have foreseen and which prevents the Assignment or unreasonably adds to the cost of its performance. Nor may a party invoke the failure of the other party to fulfil the Main Agreement if this is prevented by circumstances beyond the control of the other party, such as a labour dispute, war, administrative decision, significant disruption to the operations or other circumstances not caused by the party, which has materially affected the fulfilment of the agreement and which could not have been foreseen and whose detrimental impact could not have been avoided. The restriction relating to a labour dispute applies also if the party itself is subject to or takes such industrial action.
- 11.2A party wishing to invoke a circumstance referred to in this section shall without delay inform the other party of its emergence and when it is expected to cease to exist.
- 11.3If the fulfilment of the Main Agreement is rendered impossible by such circumstances as are referred to in Section 11.1, either party shall have the right to cancel the agreement by giving written notice to the other party.

12. COMMUNICATIONS

- 12.1All communications shall be made by courier, registered letter or electronic message to the Parties’ addresses, as stated in the Main Agreement or subsequently amended,
A communication shall be considered received by the recipient:

- (a) if delivered by a courier: upon delivery,
- (b) if sent by registered letter: two days after postal dispatch, or



- (c) if sent as an electronic message: upon dispatch, if receipt is confirmed by the receiving Party or if the sending Party has also sent the message by registered letter on the same day.

12.2A change of address shall be notified to the other party in the manner prescribed in this Section 12.

13. DISPUTES

- 13.1 Disputes arising from this agreement which cannot be resolved through mediation in accordance with mediation rules of the Arbitration Institute of the Helsinki Region Chamber of Commerce (HRCC) shall be finally resolved through arbitration administered by the HRCC.
- 13.2 The Simplified Arbitration Procedure Rules shall be applied if the value of the dispute is less than 100 000 EUR, and if the value of the dispute is 100 000 EUR or more, the Arbitration Rules shall be applied.
- 13.3 The arbitration board shall consist of one arbitrator if the value of the dispute is more than 100 000 EUR but less than 1 million EUR. If the value of the dispute is 1 million EUR or more, the arbitration board shall consist of three arbitrators. The value of the dispute comprises the plaintiff's claim in the notice of arbitration and counter-claims made in the response to the notice of arbitration.
- 13.4 The arbitration proceedings shall be held in Helsinki.
- 13.5 The language of the proceedings shall be Finnish, and the dispute shall be governed by the laws of Finland.
- 13.6 Notwithstanding the provisions of Section 13 above, the Service Provider shall have the right to bring legal proceedings concerning a valid overdue claim before a Finnish court which has jurisdiction over the Buyer or any of the Buyer's assets.