

## 1. SCOPE OF APPLICATION

- 1.1 These general terms of contract shall be applied to the agreed work or service (hereinafter referred to as the commission) provided by VTT Expert Services Ltd (hereinafter the Company), to the client (hereinafter referred to as the parties).
- 1.2 The offer to which these general terms of contract are attached shall be valid for one (1) month from the date of the offer.
- 1.3 The agreement cannot be transferred to a third party unless the other party has accepted the transfer.
- 1.4 No modification in or addition to provisions in these terms shall be valid unless agreed in writing and accepted by both Parties. Modifications or additions not agreed in writing by both Parties shall be null and void.
- 1.5 The Company shall perform the commission as set forth in the offer, order and in the possible confirmation of order. In case the order deviates from the offer, the order shall be confirmed in writing. The agreement concerning the commission shall be deemed concluded once the Company has confirmed the client's order in writing or when the client has accepted the Company's offer as such and without any modifications or additional requirements. The parties may also conclude a separate agreement where the contents of the commission are agreed upon more precisely.
- 1.6 If the contract documents have contradictory contents, they shall be valid in the following order: 1) agreement, 2) confirmation of order, 3) offer, 4) order, 5) special terms of contract of the Company referred to in writing in the contract documents, 6) these general terms of contract and 7) request for offer.

## 2. PAYMENTS

- 2.1 The payment of the commission shall be agreed upon in the contract documentation. The price shall be stated in euros.
- 2.2 Value Added Tax (VAT) and any other taxes, duties or charges imposed by authorities outside of Finland shall be added, when applicable, to the price. Furthermore the currently valid invoicing charge of the Company shall also be added to the invoices.
- 2.3 If the objective or schedule of the commission is modified after the entry into force of the agreement concerning the commission or if any essential modifications, stated jointly by the parties, occur in the cost level during the validity period of the agreement, the payments shall be adjusted accordingly from the date the modifications take place.
- 2.4 If not otherwise agreed on invoicing schedules, the Company shall invoice the agreed price monthly corresponding to the schedule of the commission.
- 2.5 The Company shall, however, always be entitled to deliver the results cash on delivery.
- 2.6 The Company shall be entitled to detain the results of the commission until the client has fulfilled his obligation for payment.
- 2.7 The invoice shall be paid within 14 days of date of invoice. The interest on overdue payments is the interest according to the Finnish legislation in force (20.8.1982/633). Possible debt collection charges shall be added to the invoice. All remarks to the invoice shall be made within 8 days.

## 3. CONFIDENTIALITY

- 3.1 The parties shall, even after the termination or expiration of the contract, keep confidential the trade secrets and any other

confidential information obtained from the other party in connection with or related to the commission. The obligation for confidentiality shall end ten (10) years after the termination or expiration of the commission, unless a shorter time is agreed upon in the contract document.

- 3.2 Regardless of the obligation of confidentiality the Company has a right to give confidential information to its subcontractors and organizations belonging to VTT Group, provided that they accept confidentiality obligations similar to those contained herein. VTT Group shall mean VTT Technical Research Centre of Finland Ltd and those organizations, over which VTT Technical Research Centre of Finland Ltd holds direct or indirect control.

## 4. OWNERSHIP AND RIGHT OF USE

- 4.1 The final written deliverables which are generated under the commission (such as but not limited to undersigned test reports, certificates, calibration certificates) which are supplied by the Company to the client, belong to the client. All other material shall remain the property of the Company. The client shall not have the right to modify or otherwise alter the final deliverables supplied to the client by the Company and the said final deliverables shall be used only as such and/or in accordance with instructions given by the Company.
- 4.2 Information and material generated outside the commission (background) and supplied by one party to the other party, shall belong to the supplier party.
- 4.3 Each party is entitled to use the background of the other party that the former has obtained for the commission, only for carrying out tasks within the scope of the agreement.
- 4.4 The devices and instruments acquired for the commission by the Company shall be the property of the Company.
- 4.5 The Company shall be entitled to use the expertise and experience originating from the commission also in its work and activities irrespective of the commission and the contract.
- 4.6 The ownership of the material belonging to the client according to chapter 4.1 shall be transferred from the Company to the client when the commission has been fully paid for.

## 5. DOCUMENTS AND TEST MATERIAL

- 5.1 The Company shall return the documents obtained from the client only if so agreed upon in writing when the documents were given to the Company.
- 5.2 The test material, samples or specimens delivered by the client shall be kept three (3) months from the date the deliverables were given to the client. The client shall not be entitled to compensation if the appropriate execution of the work has required measures resulting in destruction, deterioration, or decrease of the test material or test item.

## 6. THE RIGHTS AND OBLIGATIONS OF THE COMPANY

- 6.1 The Company shall carry out the work within the agreed schedule. If no schedule has been agreed upon, the work shall be carried out without undue delay.
- 6.2 The Company shall carry out the tasks defined in the contract using reasonable skill, care and diligence. The Company shall take care that the personnel carrying out the work has suitable competence. The client has to invoke a defect of the performance of the commission in two (2) weeks after the delivery of the deliverables. In

case of defect, the Company has the right in first place to correct or replace the performance of the commission.

- 6.3 The Company is entitled to use subcontractors (including also organizations belonging to VTT Group) for carrying out the work, unless otherwise agreed upon in writing.
- 6.4 The Company shall have the right to suspend delivery when the delay is caused by force majeure, or by the client, a cause independent of the Company, or a cause the client is responsible for. The Company must without delay notify the client about force majeure and its effects and expiry of force majeure.
- 6.5 If damage is caused to the Company or Company's work is changed, delayed or suspended because of the client, or the client is responsible for the cause, the Company shall be entitled to compensation for the resulting expenses and damage.

## 7. THE RIGHTS AND OBLIGATIONS OF THE CLIENT

- 7.1 The client shall have the right to follow the progress of the commission.
- 7.2 The client shall give the Company all necessary data and information needed for carrying out the work and necessary equipment and other resources which may be agreed upon separately.
- 7.3 If the work is carried out in the premises of the client or in other premises that are under the client's responsibility, the client shall be responsible for the health and safety at work of the employees of the Company and employees of possible third parties.

## 8. THE PUBLICATION OF THE DELIVERABLES

- 8.1 The owner of the final deliverables is entitled, in its sole discretion, to publish the final deliverables, in their entirety. Any partial publication of the deliverables is subject to prior written consent of the Company.
- 8.2 When publishing the deliverables of the commission, the name of the Company shall be mentioned in an appropriate manner.
- 8.3 The client shall be entitled to use Company's name or logotype in advertising or in other sales promotion only with a prior written consent of the Company. Company's applicable rules and instructions on the use of its name and/or logotype shall apply accordingly.
- 8.4 For correcting or verifying potential incorrect, misleading or otherwise imperfect claims or statements presented in public the Company shall have the right to give information on the commission to a third party requesting for it to the extent needed to correct or verify such incorrect, misleading or otherwise imperfect claims or statements.

## 9. COMPANY'S LIABILITY

- 9.1 The Company shall be liable for carrying out the work as stipulated in the contract. The Company shall be liable for the work of a subcontractor.
- 9.2 The Company shall be liable for the direct damage suffered by the client as a result of Company's negligent or intentional act or omission.
- 9.3 The liability of the Company shall in all cases be limited to the price payable for the commission. The Company shall not be responsible for any indirect damage or consequential losses.

- 9.4 The Client shall be solely and exclusively liable for the use and exploitation of the deliverables of the commission.
- 9.5 Unless otherwise agreed, the liability of the Company shall expire six (6) months after the delivery of the deliverables. If the delivery has not taken place at the agreed moment due to a delay caused by the client, the above mentioned period shall start on the latest day the delivery should have taken place.
- 9.6 Any claim shall be presented within six (6) months from the date Company's liability expires at the risk of the client losing its right to compensation.
- 9.7 The client shall indemnify and hold the Company harmless from any claims related to product liability.

## 10. FORCE MAJEURE

- 10.1 Force majeure is an event that prevents, or makes unduly difficult, the performance of the work within the agreed schedule. Such events shall be war, rebellion, natural catastrophe, general interruption in energy distribution, fire, a limit imposed by the state budget or the Government of Finland to the activity of the Company, strike, embargo, or some other equally significant and unusual event independent of the parties. The delay of a subcontractor caused by the above mentioned events is also considered force majeure.

## 11. TERMINATION OF CONTRACT

- 11.1 If a party essentially breaches the terms of the contract, the other party shall have the right to terminate the agreement.
- 11.2 If the client breaks the terms of the agreement, the Company shall be entitled to temporarily suspend the work instead of termination until it is determined whether the breach of the agreement leads to termination of the agreement.
- 11.3 The Company shall have the right to terminate the agreement if the client is obviously insolvent or is filed for bankruptcy or liquidation or any other arrangement for the benefit of its creditors.
- 11.4 Each party shall have the right to terminate the agreement if the fulfilment of the agreement as a result of continued force majeure becomes impossible or is essentially delayed or delayed for over 12 months.
- 11.5 In the case of early termination, the client shall pay the Company for the part of the work acceptably performed up to the date of termination, or if it is agreed that the Company shall continue the work, up to the date the work was finalized.
- 11.6 The Company shall be entitled to compensation for the expenses and damage due to the early termination if the termination is caused by the client or a cause it is responsible for.

## 12. DISPUTES

- 12.1 Any disputes arising out of the agreement which cannot be solved amicably shall be submitted:
- in case the parties are established or incorporated in the EFTA or EU states, to the District Court of Helsinki (court of first instance),
  - in case any of the parties is established or incorporated outside the EFTA and EU states, to arbitration procedure and shall be finally settled under the Arbitration Rules of the Finnish Central Chamber of Commerce by one or more arbitrators appointed in accordance with said rules.
- 12.2 The agreement shall be subject to Finnish law, except for its rules on conflict of laws.