

Movement by Perfection



The Royal League in ventilation, control and drive technology

# General Terms and Conditions of Business

Please note that this is an English translation of the original  
Finish version. Both language versions shall have the same legal  
effect. In case of any conflict, the original Finish version shall  
prevail.



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## General Terms and Conditions of Business of ZIEHL-ABEGG Finland Oy

### I. Applicability. Definitions.

1. These General Conditions shall apply to all contractual relations between the parties. Deviations from the Conditions shall not apply unless agreed in writing. Contrary conditions of the Buyer are not binding on the Seller even if the order is based upon them or the Buyer refers to them in documents. However, deviations from these conditions must be agreed in writing. Rights to which the Seller is entitled according to the statutory provisions in addition to what is provided for in these General Terms and Conditions remain unaffected.
2. The object or objects which the Seller shall deliver according to the contract of the parties is (are) in these conditions referred to as "the Product". The term includes software and documentation.

When used in these conditions the term "written" or "in writing" refers to a document signed by both parties or a letter, fax, electronic mail or other means of communication agreed by the parties.

### II. Product Information

1. Data in marketing material, price lists and other product information are binding only to the extent that they are expressly referred to in the contract.

### III. Technical Documents and Technical Information

1. All technical documentation regarding the Product or its manufacture submitted by one party to the other, prior or subsequent to the formation of the contract, shall remain the property of the submitting party.

Technical documentation received by one party shall not, without the consent of the other party, be used for any other purpose than that for which it was submitted. Except for documentation referred to in Clause 3.2, it may not without the consent of the other party be copied, reproduced, transmitted or otherwise communicated to a third party.

2. The Seller shall, no later than by delivery of the Product, free of charge provide the Buyer with one set, or the larger number that may have been agreed, of technical documentation, which is sufficiently detailed to permit the Buyer to carry out installation, commissioning, operation and maintenance (including running repairs) of all parts of the Product. The Seller shall not, however, be obliged to supply manufacturing drawings of the Product or spare parts.

The Seller may, with the Buyer's consent, fulfil these obligations by giving access to the documentation over the Internet.

### IV. Test Before Delivery (delivery test)

1. Where a separate delivery test has been agreed, it shall, unless otherwise agreed, be carried out where the Product is manufactured. If technical requirements for the test have not been agreed, the test shall be carried out in accordance with general practice in the industry concerned in the country where the Product is manufactured.
2. The Seller shall notify the Buyer in writing of the delivery test in sufficient time to permit the Buyer to be present at the test. If the Buyer has received such notice, the test may be carried out even if the Buyer is not represented at the test.

The Seller shall record the test. The test report shall be sent to the Buyer. The report shall, unless otherwise shown by the Buyer, be considered to correctly describe the execution of the test and its results.

3. If at the delivery test the Product is found not to be in accordance with the contract, the Seller shall as soon as possible ensure that the Product complies with the contract. If so required by the Buyer a new test shall thereafter be carried out. The Buyer may not, however, require a new test if the defect was insignificant.
4. If no other division of the costs has been agreed, the Seller shall bear all costs for delivery tests carried out where the Product is manufactured. The Buyer shall, however, at such delivery tests bear all costs for his representatives, including costs for travel, board and lodging.

### V. Offers

1. For the scope of the deliveries and services, the Seller's written confirmation of the order is decisive or, if the Seller submits an offer with a limitation in time and such offer is timely accepted, the offer if the order is not confirmed in due time.
2. Illustrations, drawings, information as to weights, measures, performance, and consumption, and other descriptions of the goods in the documentation that is part of the Seller's offer are approximations only, to the extent not expressly referred to as binding. They constitute no agreement on, or guarantee of, a corresponding quality or characteristic of the goods.

3. For technical reasons, the Seller reserves the right to supply up to 5% of the delivery volume more or less when delivering consumables or small parts. There will be no refund if a lesser quantity is delivered.
4. Unless the Buyer is referring to data contained in the Seller's catalogues when placing the order, the Buyer is under obligation to provide the Seller with general information as to the purpose of use, type of installation, operating conditions, and other conditions to be taken into account.
5. Protective devices are included in the Seller's deliveries to the extent expressly agreed upon in the offer or order confirmation.
6. Drawings and other documents that are part of the Seller's offers must be returned to the Seller without undue delay if the order is not placed with the Seller on the basis of the offer.
7. Subsidiary agreements and their validity have to be proved by the Party which relies on them.

#### **VI. Particularities in Case of Correspondence by Electronic Communication and Fax**

1. If a message (declaration of intent) is sent electronically (electronic communication), such message is deemed received by the recipient when it has been delivered to the recipient's communication device.
2. A message is deemed received by the recipient by means of message retrieval when it has been made available for retrieval in the relevant part of the sender's communication device and has been retrieved from such part by the recipient.
3. The contracting parties recognize the legal validity of messages transmitted according to sections 1 and 2 above.
4. If correspondence between the contracting parties is exchanged by fax, the transmission report shall be deemed sufficient evidence of the receipt of the Seller's declarations.

#### **VII. Trade Term**

1. If no other trade term has been agreed, the delivery shall be FCA Espoo, without packaging according to the INCOTERMS in force at the formation of the contract. Where a trade term has been agreed, it shall be interpreted in accordance with the INCOTERMS in force at the formation of the contract.

#### **VIII. Time for Delivery. Delay.**

1. Delivery dates, which may be agreed upon as binding or non-binding, must be agreed upon in writing.
2. If, instead of a fixed date for delivery, the parties have agreed on a period of time within which delivery shall take place, such period shall start to run at the formation of the contract.
3. If delay in delivery is caused by a circumstance which under Clause 14 constitutes ground for relief or by an act or omission on the part of the Buyer, including suspension by the Seller under Clause 9.5, the time for delivery shall be extended by a period, which is reasonable having regard to the circumstances in the case. The time for delivery shall be extended even if the reason for delay occurs after the originally agreed time for delivery.
4. If the Seller fails to deliver the Product on time, the Buyer is entitled to liquidated damages from the date on which delivery should have taken place.

The liquidated damages shall be payable at a rate of 0,5 per cent of the agreed price for each commenced week of delay. If the delay concerns only a part of the Product, the liquidated damages shall be calculated on the part of the price which is properly attributable to the part of the Product which cannot be taken in use due to the delay.

However, the liquidated damages shall not exceed five per cent of that part of the price on which it is calculated.

The liquidated damages become due at the Buyer's written demand but not before the complete Product has been delivered.

The Buyer loses his right to liquidated damages if he has not lodged a written claim for such damages within six months after the time when delivery should have taken place.

5. If the delay is such that the Buyer has become entitled to maximum liquidated damages under Clause 8.4, and the Product is still not delivered, the Buyer may in writing demand delivery within a final reasonable period which shall not be less than one week. If the Seller fails to deliver within such final period and this is not due to any circumstance for which the Buyer is responsible, the Buyer may, by written notice to the Seller, terminate the contract in respect of that part of the Product which cannot be taken in use due to the delay.
6. The Seller reserves the right to make part deliveries unless this is an unacceptable burden to the Buyer.



7. Compliance with the Seller's obligations to deliver and perform requires the timely and proper fulfillment of the Buyer's obligations.
8. If the Buyer finds that he will be unable to accept delivery of the Product on the agreed date, or if delay on his part seems likely, he shall without undue delay notify the Seller thereof in writing stating the reason for the delay and, if possible, the time when he will be able to accept delivery.

If the Buyer fails to accept delivery on the agreed date, he shall nevertheless make any payment which is dependent on delivery as if the Product had been delivered. The Seller shall arrange storage of the Product at the Buyer's risk and expense. If the Buyer so requires, the Seller shall insure the Product at the Buyer's expense.

9. Unless the Buyer's failure to accept delivery as referred to in Clause 8.8 is due to any such circumstance as described in Clause 14, the Seller may by written notice require the Buyer to accept delivery within a reasonable period.

If, for any reason for which the Seller is not responsible, the Buyer fails to accept delivery within such period, the Seller may, by written notice to the Buyer, terminate the contract in respect of that part of the Product which is ready for delivery but has not been delivered due to the Buyer's default. The Seller shall then be entitled to compensation for the loss he has suffered due to the Buyer's default.

## IX. Price and Terms of Payment

1. Unless otherwise agreed payment shall be made against invoice 14 days after the date of the invoice. In the absence of a separate agreement, the Seller's prices include loading at the Seller's works, but exclude packaging. Value added tax at the statutory rate applicable will be added to these prices.
2. Payment in cash, by bill of exchange or check is accepted only on the basis of a special agreement.
3. Despite provisions of the Buyer to the contrary, the Seller is entitled to count payments first towards older debts of the Buyer, in which case the Seller will inform the Buyer of the type of settlement made. If costs and interest have already been incurred, the Seller is entitled to count the payment first towards the costs, then towards the interest, and finally towards the principal performance.
4. Payments will be deemed made only when the Seller can dispose of the amount. In the case of an unlimited check, payment is deemed made only when the check is collected.

5. After the due date, the Seller is entitled to interest at a rate of 8 % above the basic interest rate applicable at the time p.a. from the relevant point in time. The Seller reserves the right to assert further claims for damages.

If the Buyer fails to pay by the due date, the Seller may also, after having notified the Buyer in writing thereof, suspend performance of his contractual obligations until payment is made.

6. If the Buyer has failed to pay the amount due within three months after the due date, the Seller may terminate the contract by written notice to the Buyer and, in addition to interest on late payment, claim compensation for the loss he has suffered.
7. If the Seller becomes aware of the circumstances that give rise to doubts about the Buyer's creditworthiness, the Seller is entitled to demand the payment of the entire remainder of the debt at once. In this case, the Seller is further entitled to demand advance payments or setting a security for future deliveries.
8. Counter-claims on the part of the Buyer entitle the Buyer to a set-off only if these claims have been established by a final declaratory judgment or if they are undisputed. The Buyer may assert a right to retention only if the Buyer's counter-claim is based on the same contractual relationship.
9. If the delivery or service is to be made or provided more than four months after the conclusion of the contract, the Seller reserves the right to reasonably raise its prices in line with the general cost rise if there has been a significant increase in the factors that are decisive for the determination of the Seller's prices.

## X. Retention of Title

1. The product remains the Seller's property until all the Seller's claims under the business relationship, including claims that have not yet become due, are settled in full. The Buyer is obligated to handle the Products in which title is retained with due care for the duration of the retention of title. In particular, the Buyer is under obligation to adequately insure the Products at their replacement value, at the Buyer's own expense, against damage by fire, water, and theft. The Buyer is obligated to assign to the Seller already now all claims for compensations arising from such insurance. The Seller hereby accepts the assignment. If an assignment is not permissible, the Buyer hereby irrevocably instructs its insurer to make payments, if any, exclusively to the Seller. Further-reaching claims on the Seller's part remain unaffected. At the Seller's request, the Buyer must furnish the Seller with evidence of the conclusion of the insurance contract.

2. Until all claims against the Buyer to which the Seller is entitled now or in the future on whatever legal grounds have been fulfilled, the Seller is granted the following security, which the Seller will release upon request at the Seller's choice to the extent that the value of such security exceeds the claims on a permanent basis by more than 20%. For the valuation of the security furnished, receivables are to be assessed at their nominal value, goods in which title is retained are to be assessed at their net purchase price – not including VAT – as stated in the invoice, and in the case of co-ownership, the relevant share in the real value of the principal item shall be decisive. Of the value thus determined, third-party security interests that are of a higher ranking are to be deducted to the extent of the amount of the receivables to be secured with such security interests at the time the request for release is made.
3. The Buyer is entitled to resell or process the supplied Products in the ordinary course of business. In the event of a resale, the Buyer's claim against its purchaser, which the Buyer assigns to the Seller with all ancillary rights already now to the extent of all the Seller's claims, replaces the goods supplied. The Seller accepts this assignment already now. If an assignment is not permissible, the Buyer hereby irrevocably instructs its purchaser to make payments, if any, exclusively to the Seller. Until revocation, the Buyer is entitled to collect the receivable. All amounts collected must be deposited collectively and must be remitted to the Seller by the Buyer until all the Seller's claims have been settled in full. If the Buyer's customer pays by bank transfer, the Buyer assigns to the Seller already now its claim against the relevant financial institution under such transfer. The Seller accepts this assignment already now. At the Seller's request, the Buyer must give the Seller all information and allow the Seller to inspect the records.
4. To the extent that the Buyer processes Products in which title is retained, the contracting parties agree that such processing shall occur on the Seller's behalf so that the Seller becomes the owner of the new items. The Buyer's expectant right (expectant rights) in the goods in which title is retained continues to a corresponding extent in the processed or transformed item. If the processing costs considerably exceed the value of the Seller's goods, the contracting parties agree that the goods shall be processed also on the Seller's behalf and that the Seller acquires co-ownership of the new item in proportion to the ratio of the invoice value of the Seller's goods to the value of the new item at the time of processing. If the Buyer combines goods in which title is retained with another item such that the Seller's goods become an essential part of another item that is then to be deemed the principal item, the Buyer transfers to the Seller already now the proportionate co-ownership of the new item. The Buyer shall keep such new items in custody for the Seller free of charge. In the event of a resale, the foregoing provisions apply correspondingly.
5. In the event that third parties seize or impound goods of which the Seller is the owner or co-owner or receivables to which the Seller is entitled, the Buyer must furnish the third party or the executory officer without undue delay with evidence of our ownership of, or title to, the item; moreover, the Buyer must notify the Seller without undue delay of these measures and assist the Seller in whatever manner in the protection of the Seller's rights. If the Seller impounds the goods, such impoundment shall not be deemed a waiver of the Seller's retention of title or a rescission of the contract.
6. The goods of which the Seller is the owner or co-owner may not be assigned to third parties by way of security, pledged, or encumbered in any other manner.
7. If goods are delivered to countries with a different legal system where the provisions on a retention of title pursuant to Clauses 10.1–10.6 above provide less protection than in the country where the Seller's company has its registered office, the Buyer hereby grants the Seller a security interest that is customary in such country and that is, in economic terms, equivalent to the retention of title in the country in which the Seller's company has its registered office. If further declarations or acts are necessary for this purpose, the Buyer shall do all within its power to grant the Seller this security interest immediately. The Buyer shall assist the Seller with all measures that are necessary and useful to ensure the validity and enforceability of any such security interest.

## **XI. Supply of Software**

1. If software is supplied, the Buyer is granted a nonexclusive and non-transferable right to use the software and the related documentation for the operation of the goods for which the software is supplied. The Buyer is not permitted to make copies, except for one back-up copy. References to authors, series numbers, and other features serving the identification of the software may not be removed or altered.
2. The Buyer is obligated to prevent unauthorized access to the software and the documentation by third parties by taking appropriate precautions. The Buyer must store the original data storage media supplied and the back-up copy at a place that is secured against unauthorized access by third parties. The Buyer must insistently point out to its staff the duty to comply with the present terms of supply and with the provisions of copyright law.
3. The Seller's liability for the loss or alteration of data is limited to the typical cost of restoration that would be incurred if back-up copies were made at regular intervals and according to risk.



## XII. Liability for Defects

1. The Buyer may not refuse to accept deliveries because of insignificant defects. The Buyer is obliged to inspect the delivered goods and give notice to the Seller of the obvious defect within 8 days after handover of the goods to the Buyer. Other (hidden) defects shall be notified to the Seller in writing no later than 8 days after they are discovered. Notifications of defects shall be sent in writing to the Seller's head office. Notifications of defects to field staff, carriers or other third parties are not regarded as submitted in due form and time.
2. The Seller assumes liability for a specific application or specific suitability of the Product only if this was agreed explicitly in writing. Otherwise, the Buyer bears the risk of suitability and utilization. If the Seller informed the Buyer of technical framework conditions or other specifications in regard of utilization, the Buyer shall be responsible for compliance. The Buyer shall inform its own customers of these specifications and oblige them to comply. The Seller's liability is excluded for defects that result from use of the goods in a way that does not conform to the specifications.

The Buyer's claims based on defects are excluded in particular if and insofar as damage to the delivered item or to other assets of the Buyer is caused as follows:

- a. incorrect processing, assembly or treatment;
- b. incorrect installation of the delivery item by the Buyer or a third party, except where the incorrect installation is based on the Seller's instructions, whereby the Seller's field staff are not authorized to issue instructions;
- c. noncompliance with instructions on commissioning, possible applications and operation of the delivery item contained in the documentation of the delivery item, operating instructions or instructions that the Seller issued;
- d. normal wear and tear that cannot be ascribed to production or material defects;
- e. inappropriate handling or repairs of the goods by the Buyer or third parties that were carried out inappropriately, in particular on interference by nonqualified persons or use of nonoriginal spare parts or resources.

The Seller does not assume any liability either for defects for which the Buyer is responsible or that are due to a technical cause other than the original defect.

3. If a defect exists and the goods must be returned to the Seller, the return shipment may be made only with the

Seller's prior consent. Return shipments made without the Seller's prior consent need not be accepted. In any such case, the Buyer must bear the cost of the return shipment.

4. If, due to a justified notification of defects, goods are repaired or a replacement delivery is made, the provisions in Section 8 concerning delivery periods apply correspondingly.
5. The existence of a defect that has been established as such and that has been notified to the Seller in due form and time gives rise to the following rights of the Buyer:

- a) If a defect exists, the Buyer may first demand that the Seller removes the defect or makes a replacement delivery ("subsequent performance"). The Seller will choose in its discretion whether to newly deliver the item or whether to remove the defect, unless clause X. 5 c) applies. If the defect is removed, in so far as the notification of defects proves justified, the Seller is obligated to bear the following direct expenses, borne by the Seller, necessary for the removal of the defect, in particular, transportation and travel expenses and the cost of the Seller's own labor and materials. If the removal of the error requires intervention other than the seller's product, the Seller is not responsible for the work and costs arising from it. If the Seller makes a replacement delivery, the Seller is not responsible for the indirect costs of such delivery. The Seller is responsible for the above-mentioned costs to the extent that such costs and expenses are not increased due to the fact that the goods have been brought to a place other than the delivery address. This is limited to those costs that arise or would arise in regard to the delivery address for the goods. If the goods are shipped to an address other than the delivery address, the Buyer must bear the extra costs that this causes, if the shipment was not part of the delivery contract between the Buyer and the Seller.

- b) The Seller shall be entitled at its option to employ third parties to carry out repair works or a replacement delivery. This does not establish a contractual relationship between the Buyer and the third party. In this case, the Seller's liability does not go further than if the Seller had carried out the works or the delivery ourselves. Additionally, if an attempt at subsequent performance fails, subject to clause 5 c) the Seller has the right to make a new attempt, again reserving the right to choose between a repair and the new delivery of the item. Only when the repeated subsequent performance fails, too, does the Buyer have the right to rescind the contract or to reduce the purchase price.

- c) Regulations in relation to a subsequent performance, for example pursuant to clause 5 a) or 5 b), do not apply insofar as these regulations would cause an

unacceptable burden to the Buyer, for example in the case of an unjustified refusal or unacceptable delay of the subsequent performance.

- d) If a notification of defect by the Buyer proves to be unjustified, the Buyer must reimburse the Seller for all costs and expenditure that this caused.
6. The limitation period for the Customer's claims that are based on defects is one year unless the defective item has been used for a building in accordance with its usual manner of use and has caused a defect of the building. The one-year limitation period equally applies to tort claims that are based on a defect of the goods. The limitation period begins to run with the delivery of the goods. The statutory limitation periods apply to losses resulting from a breach of guarantee or from death, bodily injury or damage to health, for willfulness and gross negligence and for claims based on mandatory statutory provisions regarding product liability. If the Seller makes a statement in respect of a claim based on defects that has been asserted by the Buyer, such statement is not to be deemed a commencement of negotiations concerning the claim, or the circumstances giving rise to the claim, if the Seller fully rejects the relevant claim. The Buyer must in all cases prove that the defect existed already at the time of delivery.

### **XIII. Liability for Damage to Property Caused by the Product**

1. The Seller shall have no liability for damage caused by the Product to any immovable or movable property, or for the consequences of such damage (consequential damage), if the damage occurs while the Product is in the Buyer's possession.

The Buyer shall indemnify and hold the Seller harmless to the extent that the Seller incurs liability towards any third party in respect of loss or damage for which the Seller is not liable according to the first paragraph of this Clause.

The above limitations of the Seller's liability shall not apply if he has been guilty of gross negligence.

If a third party lodges a claim for compensation against Seller or Buyer for loss or damage referred to in this Clause, the other party to the contract shall forthwith be notified thereof in writing.

The Seller and the Buyer shall be mutually obliged to let themselves be summoned to the court or arbitral tribunal which examines claims against either of them based on damage or loss alleged to have been caused by the Product. The liability as between the Seller and the Buyer shall, however, always be settled by arbitration in accordance with Clause 17.

### **XIV. Grounds for Relief (Force Majeure)**

1. The following circumstances shall constitute grounds for relief if they impede the performance of the contract or makes performance unreasonably onerous: industrial disputes and any other circumstance beyond the control of the parties, such as fire, natural disasters and extreme natural events, war, mobilization or military call up of a comparable scope, requisition, seizure, trade and currency restrictions, insurrection and civil commotion, shortage of transport, general shortage of materials, restrictions in the supply of power and defects or delays in deliveries by sub-contractors caused by any such circumstance as referred to in this Clause.

The above described circumstances shall constitute grounds for relief only if their effect on the performance of the contract could not be foreseen at the formation of the contract.

2. The party wishing to claim relief under Clause 14.1 shall without delay notify the other party in writing on the intervention and on the cessation of such circumstance.

If grounds for relief prevent the Buyer from fulfilling his obligations, he shall reimburse the costs incurred by the Seller in securing and protecting the Product.

3. Notwithstanding other provisions of these General Conditions, either party shall be entitled to terminate the contract by notice in writing to the other party, if performance of the contract is delayed more than six months by reason of any grounds for relief as described in Clause 14.1.

### **XV. Other Duties by the Buyer. Export Control.**

1. The Buyer may not alter the goods in any respect that is relevant for safety; in particular, the Buyer may not alter or remove existing warnings of dangers in case of improper use of the contractual goods. If this duty is violated, the Buyer must internally indemnify and hold the Seller harmless from and against product liability claims of third parties to the extent that the Buyer is responsible for the defect giving rise to liability.
2. If the Seller must issue a product recall or a product warning because of a product defect concerning the goods, the Buyer will assist the Seller and take all reasonable measures ordered by the Seller. The Buyer is obligated to bear the cost of the product recall or product warning to the extent that according to the principles of Product Liability Act (694/1990), the Buyer is liable for the product defect and the damage sustained. Further-reaching claims on the Seller's part remain unaffected.





3. The Customer shall notify the Seller without undue delay of any risks in the use of the contractual goods and of possible product defects of which the Buyer becomes aware.
4. The supply of goods (products, software, technology) in the performance of this contract may be subject to export restrictions or prohibitions to third countries. The Buyer shall comply with all applicable export control regulations and corresponding restrictions. In the case of a re-sale / forwarding of the supplied goods, the Buyer shall draw the recipient's attention to the provisions of export control law.
5. In particular, the Buyer shall ensure that goods are not used, either directly or indirectly, for a purpose that is connected in any way to chemical, biological or nuclear weapons and their carrying systems. Furthermore, the Buyer shall ensure that the items are not put, either directly or indirectly, to a military end-use in a country subject to a weapons embargo. The Buyer shall not sell, export, re-export, supply, forward the goods or otherwise make them available to persons, companies, facilities, organizations or in countries, either directly or indirectly, if doing so would violate any applicable export control laws and regulations.
6. The Buyer shall, on the Seller's request, provide end use certificates in order to prove the final destination and end-use of the products required for the application of any exports licenses or approvals.
7. The Buyer shall be fully liable for any loss suffered by the Seller that has been caused by the Buyer's failure to comply with the applicable export control provisions.
8. The performance of the contract and corresponding obligations are subject to the condition that the required export or transfer authorizations, approvals or any other authorizations stipulated by foreign trade law or clearances by the competent authorities are issued and that there are no other legal restrictions owing to provisions of export control law that must be complied with.
9. The Buyer shall be responsible for all taxes, charges and duties in connection with the service outside Finland and compensate the Seller if applicable.

## **XVI. Confidentiality**

1. The contracting parties are under obligation to maintain, for an unlimited period of time, the confidentiality of any and all information that becomes available to them and is referred to as confidential or can be recognized as a trade or business secret according to other circumstances, and they may neither record nor pass on or exploit such

information. The contracting parties shall ensure through adequate contractual arrangements with their employees and agents that the latter, too, refrain for an unlimited period of time from the exploitation, circulation, or unauthorized recording of such trade or business secrets on their own behalf.

## **XVII. Disputes. Applicable Law.**

1. Disputes arising out of or in connection with the contract shall not be brought before the court, but shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be three. The seat of arbitration shall be Helsinki, Finland. The language of the arbitration shall be Finnish/English.
2. All disputes arising out of the contract shall be judged according to the law of the Seller's country.

## **XVIII. Miscellaneous**

1. The transfer of rights and obligations of the Buyer to third parties is subject to the Seller's written consent.
2. The place of performance for all performances owed by the contracting parties shall be the place where the Seller's company has its registered office.
3. If a provision in this agreement is or becomes invalid or impracticable in whole or in part or if there is a gap in this agreement, this shall not affect the validity of the remaining provisions hereof. Instead of an invalid provision the general trade conditions shall apply. If a provision in this agreement is or becomes unenforceable and the statutory provisions should result in a unreasonable solution for either Party, a provision corresponding to what would have been agreed upon according to the purpose of this agreement if the contracting parties had considered the relevant issue from the beginning shall be deemed agreed upon. The preceding sentence shall apply correspondingly in the event of a gap.

# The Royal League

