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# Posti Group - Purchasing Terms and Conditions

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## **POSTI GROUP – PURCHASING TERMS AND CONDITIONS**

These Posti Group – Purchasing Terms and Conditions shall apply to purchases by a Posti Group company (“Customer”) from a supplier (“Supplier”) defined in the purchasing agreement (“Agreement”). “Customer” refers to the affiliated company of the Posti Group defined as the Party to the Agreement and all the other affiliated companies of the Posti Group. Each Posti Group affiliated company shall make orders independently under the Agreement and shall be solely responsible for the contractual obligations related to those orders. These Purchasing Terms and Conditions will be a part of the Agreement with a reference to them in the Agreement. The order of validity of the Agreement documents shall be defined in the Agreement. Unless otherwise agreed, these Purchasing Terms and Conditions shall give priority to the text in the Agreement but take priority over other appendices.

The Agreement may deviate from these Purchasing Terms and Conditions only if separately agreed upon.

### **1 SUPPLIER**

#### **1.1 Permits and insurances**

Supplier shall ensure that it has all the necessary permits, registrations and licenses needed to deliver the Products.

Supplier shall have, as per standard practices, valid liability insurance and sufficient product liability insurance. Supplier shall ensure that its liability insurance also covers responsibilities and obligations connected to possible handling of personal data.

If Customer so demands, Supplier shall present a written clarification of the existence of the permits, registrations, licenses and insurances referred to herein. Supplier shall procure, at its cost and without delay, all such permits, registrations, licenses and insurances which Customer considers necessary to fulfil obligations based on this sub-clause.

#### **1.2 Subcontractors**

Both Parties have the right to use subcontractors when attending to their obligations under the Agreement. Using subcontractors shall not release a Party from its obligations under the Agreement. A Party shall be responsible for the operations of the subcontractors as if they were its own.

Supplier shall beforehand inform Customer in writing of its subcontractors and each subcontractor’s role in the delivery of Products. In the same way, Supplier shall inform Customer in writing of all essential changes in subcontractors and their roles. Customer has the right, when justified, to reject any Supplier subcontractor or require that Supplier shall not make the intended change in the subcontractor’s role or require that Supplier shall end co-operation with a certain subcontractor.

Supplier is under an obligation to co-operate with a subcontractor appointed by Customer.

#### **1.3 Customer instructions**

Supplier shall comply with Customer’s instructions and requirements valid from time to time such as Supplier Code of Conduct or Customer’s safety at work instructions or instructions on handling personal data.

Supplier shall act in accordance with Customer’s environmental targets. Supplier shall regularly report to Customer the information needed by Customer in its environmental accounts as separately agreed.

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#### **1.4 Act on Contractor Obligations**

Supplier and its subcontractor shall be members in “Reliable Partner” – service of Vastuu Group.

In case this is not possible for a justified reason, Supplier and its subcontractor shall deliver to Customer all documents required by Act on Contractor Obligations such as extract from trade register, certificate on the payment of taxes or certificate on the tax debts including payment plan, certificates on the taking of pension insurance and payment of pension insurance payments, clarification of occupational healthcare arrangements and certificate on following the collective labor agreement applied in the field. Certificates may not be older than three (3) months.

#### **1.5 Data security**

Supplier shall comply with the data security definitions used by Customer from time to time when operating with Customer. Supplier’s own data security practices shall be based on standardized requirements on at least the same level. Upon request, Supplier shall give Customer information about its data security practices, their use and follow-up.

Supplier shall develop its ability to be prepared for different exceptional or malfunction situations. If necessary, Supplier shall present Customer on Customer request with its disaster recovery and business continuity plans and report on their use and follow-up.

#### **1.6 Sanctions**

The Supplier guarantees that sanctions imposed by the European Union and the United Nations’ legislation and/or sanctions imposed by organs thereof have not been imposed on 1) the Supplier, 2) any members of the Supplier’s administrative, managerial or supervisory bodies or persons exercising representation, decision-making or supervisory authority or 3) any of the Supplier’s direct or indirect owners. In addition, the Supplier guarantees that its actions or performances under the Agreement do not violate the sanctions mentioned above. Furthermore, the above-mentioned requirements also apply to Supplier’s subcontractors.

The Supplier shall immediately notify the Customer if any above-mentioned sanctions are imposed on any above-mentioned entities or if any payments related to the Agreement may directly or indirectly end up or have ended up with an entity subject to any sanction.

If 1) the European Union or the United Nations impose or have imposed sanctions on the Supplier or the entities mentioned above or 2) payments related to the Agreement may end up or have ended up indirectly or directly with an entity subject to any sanction, the Customer may terminate the Agreement immediately either completely or with regard to any deliveries to which sanctions apply. If the terms of this section have been violated, the Supplier is obligated to compensate all damages caused to the Customer.

#### **1.7 Exclusive rights**

The Agreement does not give Supplier exclusive rights to do business with Customer. Customer may conclude agreements relating to the purchase of similar products also with other suppliers.

Customer makes no commitments related to purchase volumes unless separately agreed in the Agreement.

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## **2 AGREEMENT**

### **2.1 Agreement**

An Agreement between the Customer and the Supplier finally enters into force when the Parties have signed a written Agreement (Customer and Supplier accept an electronic signature as a binding way to sign the Agreement) or when Customer has sent Supplier an order in writing or by electronic means.

### **2.2 Agreement status**

Having entered force, the Agreement is the only document regarding object of the Agreement to be applied between the Parties. It replaces all tenders, agreements, negotiations, and correspondence as well as other documents drafted by the Parties or oral statements made before entering force of the Agreement regarding subject of the Agreement.

Supplier may not use the Agreement or the name of Customer in its marketing or other business communications without a separate written consent of Customer in each case.

### **2.3 Amendments and assignment**

Amendments to the Agreement shall be drafted in writing by an amendment agreement accepted by both Parties. Unless otherwise agreed in connection with drafting an amendment agreement, later amendment agreements will take precedence over former ones.

A Party does not have the right to assign even part of the Agreement to a third party without the written consent of the other Party.

However, Customer has the right to assign the Agreement with its rights and obligations to an undertaking belonging to Posti Group by informing Supplier in writing thereof.

Further, Customer has the right to assign all or part of the Agreement to a third party to whom Customer conveys any business operation or an essential part of these operations utilizing the Agreement/Data.

### **2.4 Implementation**

Supplier may not begin the actual implementation of the Agreement until the Agreement has entered force. Measures taken by Supplier prior to the Agreement being in force are performed at Supplier's own risk and expense and shall not in any way be binding or place obligations on Customer.

### **2.5 Applicable law and settlement of disputes**

The Agreement is governed by Finnish law except for the United Nations Convention on Contracts for the International Sale of Goods and choice of law rules which would lead to the application of other than Finnish law. Supplier shall apply in addition to the regulations of the Agreement all current legislation when acting under the Agreement.

Disputes arising from the Agreement which cannot be resolved by negotiation between the Parties shall be submitted to the Helsinki District Court for settlement.

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The dispute can be left for final settlement by arbitration in accordance with the Arbitration Rules of the Central Chamber of Commerce of Finland, if separately agreed upon by the Parties. The arbitration shall be held in Helsinki, in the English language.

## 2.6 Notices

A Party may send any notices relating to the Agreement to the other Party by letter or email at the address of the other Party. If the address of a Party changes, the other Party shall immediately be notified thereof.

A notice shall be deemed supplied in writing and received by the recipient by letter, at the latest within five (5) working days domestic and seven (7) working days international from its mailing; and by email, one (1) working day after the email was sent where no delivery failure notification has been received.

## 3 PRODUCT

### 3.1 Product

"Product" refers to the products or material supplied by Supplier and defined in the Agreement and the documentation attached to them.

If the Product cannot be specified in detail, the purchase will consist of such a functional entity defined by Customer. If a part necessary for the operation of the Product is missing, Supplier is liable to deliver the said part as part of the purchase.

If Customer so wishes, Supplier shall make reasonable changes to the Product without additional compensation if said changes do not cause delays in delivery times or additional expenses. If the required changes cause additional expenses or changes in delivery times, these changes must be agreed on in writing.

### 3.2 Documentation

"Documentation" refers to all plans, blueprints, lists of spare parts and other documents needed for the installation, use, maintenance and removal/destruction of the Product, such as maintenance and user manuals required under law and regulations of authorities, as well as handling and product safety instructions, safe usage guidelines and other equivalent instructions and their updates.

In case delivery of the Product includes also planning and design work, the Documentation also includes documents and plans for the manufacturing of the Product.

Supplier shall hand over to Customer the Documentation defined in the Agreement and relating to the purchase on the date stated in the Agreement, however, not later than with the delivery of the Product.

Supplier is liable for the correctness of the supplied Documentation and the information forming the basis for it. The Documentation shall meet all legal requirements in Finland and the European Union valid from time to time.

Supplier shall, without delay, hand over to Customer, free of charge, if separately requested, all such documents and information that Customer needs when adjusting the Product bought from the Supplier to other goods of Customer or when purchasing products from other suppliers.

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## **4 PRICING, INVOICING AND TERMS OF PAYMENT**

### **4.1 Agreement pricing**

Every Agreement shall define the pricing and prices used separately. The purchase price shall be fixed unless otherwise agreed in the Agreement.

### **4.2 Purchase price**

"Purchase price" refers to the total price of the Products, including all expenses of the purchase of the Products. Customer will not accept any additional fees on Supplier's invoices, unless otherwise specifically agreed in writing.

The Purchase price of the Products includes in addition to the price of the Products itself:

- 1) Indirect taxes and charges excluding VAT payable by Supplier when the Agreement enters into force; and
- 2) Documents required by the instant implementation and use of the Products; and
- 3) Expenses for packaging required for the transportation, handling and storage of the Products in line with the Agreement, as well as loading and transportation and all related expenses according to the delivery terms.

### **4.3 Compensation for costs**

Supplier shall always agree on the compensation of travel, accommodation and other related costs in advance in writing with Customer.

Supplier shall charge the compensation of travel and other costs agreed upon separately in writing with Customer as realized without any invoicing or other related additional fees. The travel time is not compensated.

When travelling, the representative of Supplier shall always use the most affordable option. In Finland travels within or to Helsinki capital area are not compensated.

### **4.4 Taxes and payments**

All prices in the Agreement are given without VAT. Value added tax will be added to the Purchase price and other prices as required by current legislation. Customer is liable to pay the VAT in accordance with the current legislation.

Supplier shall be liable for all other taxes and public charges.

If the amount or application of taxes and other public charges paid by Supplier and directly affecting the Purchase price changes before the delivery time stated in the Agreement, Supplier has the right to adjust the Purchase price to correspond to the changes as of the date upon which they came into force.

If a delay in delivery is due to Supplier, Supplier is responsible for changes in the amount of taxes or equivalent public charges or of changes in the application of said fees and any consequences thereof with respect to prices during the delay period.

### **4.5 Invoicing**

Invoicing and possible instalments shall be agreed in each Agreement.



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Supplier shall send its invoices in electronic form to the address given in the Agreement.

Customer has the right to claim a credit note from Supplier, without penalty interest or other obligations, for all charges not in line with the Agreement. Supplier shall send a credit note against the faulty invoice. The term of payment of the invoice is counted from the date of the credit note.

Customer shall pay the invoice only to the account given in Supplier's invoice or otherwise notified by Supplier in writing.

#### **4.6 Penalty interest**

Regarding delayed payments, Customer shall pay only penalty interest in accordance with the Finnish Interest Act. Customer is not liable to pay interest on late payment if the payment is late due to Supplier's error or delay or an incorrect or insufficient invoice.

#### **4.7 Terms of payment**

Unless otherwise agreed in the Agreement, all invoices are paid within forty-five (45) days net from the invoice date and accepted delivery of the Products, whichever is latest.

Making the payment does not mean acceptance of the Product or its delivery.

### **5 QUALITY AND WARRANTY**

#### **5.1 Quality**

Supplier shall be liable to deliver the Products professionally, according to time schedule and with care complying with the best practices and quality standards to be applied in the field or to the said Products.

Supplier shall also guarantee that the Products it supplies:

- 1) Meet all requirements set in the Agreement and suits its purpose in accordance with the Agreement; and
- 2) Shall upon delivery be new and unused, unless otherwise agreed upon in the Agreement; and
- 3) Meet all the requirements set by legislation as well as technical, environmental and other standards related to the Products and that the manufacturing of the Products is in accordance with good trade practices, ethical guidelines, considering the environmental perspective, good technical practices and regulations issued by the authorities for the Products; and
- 4) Are packed so that they are not damaged during handling, transport and storage. Supplier shall mark the consignments per the Agreement and valid legislation and trade practices. The Products shall be clearly marked and properly specified. Such information shall be included in the docket.

Supplier warrants that, for the Products delivered based on the Agreement, proper spare parts and maintenance needed during the general operational life of the Products are available.

#### **5.2 Quality control**

Supplier shall handle the continuous quality control of its own operations and its subcontractors' operations including ensuring adherence of data protection regulations. Customer has the right to perform quality inspections of different degrees related to the Service implementation at the site of Supplier and Supplier's subcontractors.

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Supplier shall provide Customer in advance with information and reports necessary to clarify the quality of the Services and possibilities to establish said matters. To ensure the quality of the Services to be delivered, Supplier shall, upon request, clarify the validity and scope of its quality control measures for all phases of the Service provision.

### **5.3 Warranty**

Unless otherwise agreed upon based on established practices in Supplier's field of operation or consumer protection regulations, the warranty of the Products is twelve (12) months. The warranty period begins on the date on which Customer has accepted receipt of the Products in acceptance inspection. If the Agreement includes installation, the warranty shall also apply to the installation.

A new warranty period of the same duration as the original shall apply to Products repaired under warranty. New Products delivered based on the warranty shall have a warranty period of the same duration as the original from the time of the approved delivery.

The warranty period of other Products delivered based on the same Agreement shall be extended by the period of time for which they have been unusable due to a shutdown, repair or a similar hindrance due to the said defect or fault.

Should there be grounds for assuming that a defect or fault subject to warranty is due to apparent faulty design and will appear also in other Products delivered by Supplier, Supplier shall be liable to remedy this defect or fault in all Products delivered or due for delivery regardless of the warranty period.

### **5.4 Warranty repairs**

Supplier is liable to remove, at its own expense and without delay after having received notification thereof, all faults or defects against Supplier's warranty that have arisen during the warranty period in the delivered Products. Removal of a fault or defect shall be performed either by repairing the Products or by delivering new Products to replace the faulty or defective Products.

Repair under warranty shall not remove warranty liability of Supplier.

Supplier shall not be liable for defects or faults caused by ordinary wear and tear or by Customer's negligence. This limitation of liability requires that such faults or defects are not even indirectly caused by the poor quality of the Products or by incorrect or deficient Documentation issued by Supplier.

Supplier shall be liable to compensate any expenses and damage incurred by Customer due to a defect or fault subject to warranty or to their repair. This compensation liability of Supplier refers to all damages / expenses incurred by or payable to Customer, his personnel and third parties.

If Supplier in part or in full neglects its repair obligation or does not make the repairs without delay, Customer has the right, at its own discretion, either have the repairs or new parts done by a third Party at Supplier's expense and responsibility or demand a new delivery or demand a price reduction and damages or terminate the purchase in full or in part.

## **6 THIRD PARTY CLAIMS**

### **6.1 Third party claims**

To the extent of the Products supplied by it, Supplier is liable to ensure that Customer shall not incur any costs or detriment due to regulations relating to product liability or product safety or data protection or demands of third parties concerning ownership of the Products or patents and/or other immaterial rights.

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If demands relating to the Products or Supplier's deliveries are presented or if actions based on the regulations or rights referred to in the previous sub-clause are brought against Customer, Supplier is liable and has the right, at its own cost, to hold Customer harmless in any law suits and demands for compensation that may be based on this allegation.

Supplier shall be liable to pay any compensation ordered payable to a third party in the litigation in question by legally binding decision or agreed to be paid in any other possible measures.

Supplier shall ensure that due to an alleged or real infringement for which Customer is not liable:

- 1) Customer shall not incur any compensation liability; and that
- 2) Customer shall not suffer from an interruption of operations or other damage, and that Supplier shall compensate any such damage; and that
- 3) Customer may continue using the Products without obstruction or limitations either so that Supplier replaces the Products with faultless Products or amends or repairs the Products so that it no longer violates regulations or infringes the rights of a third party.

If none of the above options is possible from Customer's point of view under reasonable terms, Customer shall be entitled to terminate the Agreement.

In all cases referred to in this sub-clause, Supplier shall compensate any damage incurred by Customer.

## **6.2 Actions to be taken in a claim situation**

After being notified of any claims or allegations referred to above for which Supplier, based on the description above, could be liable, Customer shall notify Supplier of them without delay in writing.

Customer shall also allow Supplier to use the defendant's right to be heard and hand over to Supplier all necessary information, assistance and authorizations that are reasonably available to Customer.

In case of other claims than those connected to infringement of third-party Rights (for example claims connected to data protection legislation) the Parties shall separately agree who shall arrange answering to the claims presented. In case this agreement is not made Customer has the right to defend against presented claims in a way regarded suitable by the Customer and Supplier shall give necessary information and reports and otherwise assist in arranging the defense. Customer shall however give Supplier an opportunity to comment and give its view on the defense.

If Customer or its customer, Customer's partner or authorities present claims against Supplier based on the Service or Supplier's activities based on the Agreement, Supplier shall without delay after being informed of a claim or allegation notify Customer in writing of the claim or allegation and provide Customer with all information connected to the claim or allegation in question. Supplier shall be responsible for answering such claim or allegation and arranging necessary defense, but Supplier shall always, before answering the claim or allegation, provide Customer with an opportunity during reasonable time to give its comments on the answer or defense.

## **6.3 Limitation of liability**

Supplier shall not, however, be liable for a demand presented by a third party to Customer which

- 1) Is due to a change in Supplier's delivery made by Customer or compliance with the instructions given by Customer; or

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- 2) Is due to a claim of a company which is under control of Customer; or
- 3) Could have been avoided by using corresponding material offered by Supplier to the use of Customer without a separate charge

## **7 DELIVERY**

### **7.1 Term of delivery**

Unless otherwise agreed in the Agreement, Supplier shall deliver the Products under the delivery term "delivered to the address given by the Customer" (in Finland TOP Finnterms 2001 or from abroad DDP Incoterms 2020 or latest updated version of either document).

### **7.2 Transfer of risk**

The risk for the Products shall transfer to Customer when the Products have been delivered according to the delivery term of the Agreement and in compliance with the Agreement.

If the delivery of the Products includes installation, the risk shall transfer to Customer when Customer has accepted the Products in the Customer's acceptance inspection.

If the Products have not been delivered at the right time due to a delay of Customer, the risk shall transfer to Customer at the time when the delivery should, at the latest, have taken place provided that Supplier has fulfilled his obligations regarding the delivery and that Customer has been notified of the matter in writing.

Supplier shall bear the risk for goods, parts and accessories owned by Customer and which Customer has handed over to Supplier's care for storage or repair.

### **7.3 Delivery time**

The delivery time shall be agreed upon in the Agreement. Without Customer's consent, the Products, or parts thereof, may not be delivered before the delivery time defined in the Agreement. Any expenses generated by partial or early deliveries shall be the responsibility of Supplier, unless otherwise agreed upon.

The Products shall be considered delivered at the time when they are delivered in accordance with the delivery term and when Customer has accepted them in the acceptance inspection.

Should Supplier find that it cannot comply with the agreed delivery time or that such a delay seems probable, it must notify Customer, without delay, in writing, of the cause of the delay and the new delivery time. Supplier shall take all possible actions, including overtime and shift work, to avoid the delay and its disadvantages. If fulfilling Supplier's obligations is delayed due to Force Majeure or factors that fall under the responsibility of Customer, the delivery time shall be extended by the time that the hindrance has provably delayed the delivery.

### **7.4 Delay in delivery**

If a delivery is delayed for reasons other than Force Majeure or for reasons caused by Customer, Customer shall be entitled to liquidated damages for delay without having to prove that the delay has caused actual damage. The liquidated damages for delay shall be three (3) per cent for every commencing seven (7) day period by which Supplier exceeds the delivery time defined in the Agreement.

Liquidated damages for delay are calculated of the total value of the Agreement without value added tax and shall be charged for no more than ten (10) weeks.

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Supplier shall send Customer a credit invoice equivalent to the amount of the liquidated damages for delay in connection with the actual invoice regarding the delivery.

When calculating the liquidated damages for delay, any delay of Documentation and other written information defined in the Agreement that are included in Supplier's delivery obligation shall be regarded as equivalent to a delay in delivery.

## **7.5 Rights**

Title to the Products shall transfer to Customer at the latest upon the transfer of risk. For Products that require installation, title to the Products shall transfer when the Products have been delivered to the installation location.

All blueprints, plans, lists of spare parts and other documents required for the delivery, manufacturing or tendering for Products that Customer and Supplier, prior to or after entering the Agreement, have handed over to each other, shall remain the property of the Party handing over said document.

A Party shall be liable to ensure that any data or other information submitted to the other Party does not infringe law or good practice or data protection relating to other parties.

Customer shall be issued all necessary rights to use Supplier's documentation and other documents at the same time when the title to the Products is transferred to Customer. This usage right includes Customer's right to make changes to the Documentation needed for the manufacturing of the Products and the right to make or have any third party make the Products.

Supplier may not use Customer's documentation or disclose any related information to a third party without the consent of Customer.

All rights to the knowledge or documents created during use of the Products shall belong to the Customer.

## **8 ACCEPTANCE**

### **8.1 Acceptance inspections**

The acceptance inspection of the Products shall be performed at a location to be separately agreed upon in line with the nature of the purchase. Inspection methods, standards employed, and other Product specific details shall be separately agreed in the Agreement.

Prior to delivery, Supplier shall perform all necessary examinations and tests and provide Customer with all test reports and certificates defined in the Agreement. Supplier shall notify Customer well in advance of factory examinations and tests and of the time for the agreed inspections which Customer, if it so desires, has the right to attend.

The acceptance inspections performed by Customer shall not reduce the obligations and liabilities of Supplier.

When Supplier has delivered the Products to Customer, Customer shall perform an acceptance inspection either no later than fifteen (15) working days from the delivery of the Products or in connection with the implementation of the Products. The acceptance inspection shall be performed in connection with the implementation in cases where the acceptance inspection cannot be performed without considerable expense or disadvantage until the implementation of the Products.

If the Products are defective, Customer shall notify the defect to Supplier within the acceptance inspection period referred to above.

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Supplier shall not be liable for defects caused by Customer. This limitation of liability requires that these defects were not caused even indirectly by the poor quality of the Products.

Customer shall not be liable to compensate Supplier for the expenses arising from Products that have become unusable or whose value has decreased in the ordinary acceptance inspections.

## **8.2 Defect correction**

Supplier shall, at its own expense, correct any defects found in Customer's acceptance inspections as defined by Customer either by repairing the Products or delivering new Products as replacement during the timetable defined by Customer.

Repairing any defects does not relieve Supplier from its responsibility for delivery in accordance with the Agreement.

## **8.3 Costs and damages**

If the Products do not meet the requirements set for them in the acceptance inspection performed, Supplier shall be liable for all expenses and damages caused to Customer from any re-inspecting, handling and transport.

Supplier shall be liable for all expenses and damages caused to Customer for repairing the Products. This Supplier's liability shall mean all expenses and damages caused or paid to Customer, his personnel and any third party.

## **8.4 Neglecting defect correction**

If Supplier in part or in full neglects its repair liability or does not make the repairs during the timetable defined by Customer, Customer has the right, at its own discretion have the repairs done by a third Party at Supplier's expense and responsibility.

## **9 CONFIDENTIALITY**

### **9.1 Confidential information**

Confidential information shall refer to the Agreement and any other information that has come to the knowledge of the Party connected to the Agreement and which has been marked confidential or is otherwise to be understood to be confidential, which may relate either to the Party that has given the information or its personnel or customers, their business or operating methods and which may be personal data, technical, commercial or financial in nature ("Confidential Information").

However, Confidential Information shall not include information which is not personal data and that:

- 1) Is in the public domain at the time of disclosure or later becomes part of the public domain through no fault of the receiving Party; or
- 2) Was known to the receiving Party prior to disclosure by the disclosing Party; or
- 3) Is disclosed to the receiving Party by a third party who did not obtain such Confidential Information, directly or indirectly, from the disclosing Party or has received it from the disclosing Party without confidentiality obligation; or
- 4) Was independently developed (by personnel having no access to the Confidential Information) by the receiving Party; or

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- 5) Is disclosed with the prior written approval of the disclosing Party; or
- 6) Is identified as non-confidential by the disclosing Party at the disclosure or upon a later request of the receiving Party.

## **9.2 The use of Confidential Information**

The Party that has received Confidential Information undertakes to keep the Confidential Information of the other Party secret and it will use the same care and discretion to avoid disclosure, publication or dissemination of the other Party's Confidential Information as it uses with its own similar information.

Neither Party has the right to utilize the Confidential Information of the other Party for any other purpose than to fulfil his obligations under the Agreement or to perform the contractual rights granted to it under the Agreement. For this purpose, either Party has the right to submit the information to its employees and subcontractors, however, only to the extent necessary.

Each Party undertakes to ensure that these third parties will observe the provisions of this Agreement. Each Party shall see to it that they have a written employment or other agreement sufficient to require that they will treat Confidential Information in accordance with this Agreement.

The confidentiality obligations of this Agreement shall, however, not restrict the receiving Party from handing over or disclosing Confidential Information to the extent it is compelled to do so by law, statute or other order of an authority or a court; provided, however, that prior to any such disclosure, the receiving Party shall immediately notify the disclosing Party in writing of the order of authority, unless it is prohibited to do so by the order in question.

In all cases where the Confidential Information of the other Party has been disclosed or has leaked, the Party disclosing the information is liable, at its own cost, to use all reasonable measures to assist in the clarification of the case.

## **9.3 Term of confidentiality**

The Parties undertake to keep the other Party's Confidential Information secret for a minimum of three (3) years from the conveyance of the information or for one (1) year from the end of the delivery of the Services complying with the Agreement depending on which is the later. Concerning personal data, the abovementioned term and personal data shall be handled as Confidential information without any time limits. In cases where the applicable legislation requires that the confidentiality term of some information should be longer than the term specified above, the applicable legislation is followed.

Regardless of the time limits given above in this sub-clause, Supplier shall immediately remove all Customer's personal data from Supplier's equipment and systems when the Service provision has ended, or the Agreement has been terminated.

## **9.4 Professional skill and experience**

A Party has the right, in connection with its ordinary business operations, to utilize the general professional skill and experience it has obtained when performing the Agreement.

## **10 DATA PROTECTION**

To the extent, the purchase or otherwise the co-operation between the Parties involve processing of personal data, the Parties are responsible for complying with their respective obligations, as a personal data controller or as a personal data processor under the applicable data protection laws, applicable international data protection

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legislation and in accordance with the provisions, orders, directions and recommendations issued by competent data protection authorities.

If the Agreement entails processing of personal data carried out by the Supplier on the assignment of Customer, then Customer appoints the Supplier as a personal data processor. The Supplier, acting as a data processor on behalf of Customer, shall always adhere to the above-mentioned regulatory requirements and Customer's policies and instructions with respect to processing of personal data, as applicable.

Personal data are for example data of Customer and its personnel and Customer's customers, like name and data connected to these like addresses, phone numbers and other contact information.

Supplier and its personnel have the right to handle personal data only to fulfill the requirements of the Agreement. After the Agreement has ended, the Supplier and its personnel has to remove immediately all personal data from all Suppliers and its personnel's systems and equipment.

Nothing in the Agreement prevents Customer from taking the steps it deems necessary to comply with applicable data protection laws and regulatory requirements.

## **11 AUDITS**

Posti Group has, at any time during validity of the Agreement, the right to arrange an audit of the quality of Supplier, the data security and compliance with the Agreement by a person or persons elected by Customer. The data security and data protection audit may also be performed by a competent authority.

The target and contents of the audit is informed in an audit plan delivered beforehand. Audits demanded by authorities are performed in accordance with the required models.

In all cases, Supplier shall ensure that those persons performing the audit have unrestricted access to Supplier's and its subcontractor's premises and systems in a sufficient scale to observe compliance with the requirements.

Posti Group may authorize a third party to perform the audit on behalf of Posti Group.

The Parties shall together review the report submitted by the auditor. The reports and information produced during the audit shall be Confidential information. Customer and Supplier shall be responsible for their own costs relating to the audit.

## **12 FORCE MAJEURE**

### **12.1 Force majeure**

Force Majeure is deemed to apply during an overwhelming and abnormal impediment or occurrence that prevents the fulfilment of the Agreement, which neither Party could reasonably have considered when entering into the Agreement and which is independent of any action by either Party and could not have been averted or prevented without unreasonable additional expense or loss of time.

Said situation may refer to war, rebellion, civil unrest, requisitions or confiscations for public needs performed by a public authority, an import or export ban, a natural disaster, a general disruption to traffic and energy supply, a labor dispute, fire or other exceptional circumstances with similar effects and unusual consequences beyond the Parties' control.

The Party shall use all reasonable means available to prevent and reduce any hindrances due to Force Majeure.



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## **12.2 Subcontractor´s force majeure**

Delays on the part of a subcontractor constitute a case of Force Majeure only when the said delay is due to an impediment referred to above and when another subcontractor could not have been engaged without unreasonable loss of time or expense.

## **12.3 Liability to notify**

Either Party shall, without delay, notify the other Party in writing of any hindrance in meeting his contractual obligations due to Force Majeure. Either Party shall also immediately inform the other Party in writing of the termination of Force Majeure, at which time, at the latest, the Parties shall agree on its effects on the Agreement.

A Party cannot refer to Force Majeure unless the Party has issued an immediate written notification upon discovering the impediment.

## **13 LIABILITY IN DAMAGES AND LIMITATION OF LIABILITY**

### **13.1 Liability in damages**

A Party has the right to a compensation for its direct costs and damage due to the breach of contract by the other Party.

### **13.2 Limitation on liability**

The maximum amount of damages, considering possible liquidated damages, is the total value of the Agreement excluding VAT.

Neither Party shall be liable to the other Party for indirect or consequential damages, such as a decrease or interruption in production or turnover.

The limitations of liability described above in this clause do not concern compensation obligation based on breach of confidentiality or data protection obligations or breach of Rights nor damages caused willfully or through gross negligence.

### **13.3 Third party damages**

Supplier is without any limitations responsible for all damages that Supplier or Products or defects in the Product delivery has caused to those third parties towards whom Customer will be liable for damages based on his own agreements.

## **14 TERMINATION OF THE AGREEMENT**

### **14.1 Force majeure**

A Party has the right to terminate the Agreement with immediate effect by notifying the other Party thereof in writing without either Party having the right to demand damages from the other if it has become evident that the performance of the Agreement shall be delayed due to an event of Force Majeure for more than one (1) month.

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**14.2 Company reorganization**

Customer has the right to terminate the Agreement with immediate effect by notifying Supplier thereof in writing without having the right to demand damages if Supplier or its unit implementing the Agreement becomes or is party to a company acquisition or other company reorganization and if this has a material effect on the implementation of the Agreement from Customer's perspective.

**14.3 Breach of contract**

Each Party has the right to terminate the Agreement with immediate effect for cause by notifying the other Party thereof in writing. If the other Party materially breaches the contract, or if it has become clear that the other Party will materially breach the contract, and the Party in breach has not mended or reliably removed his breach of contract within the minimum thirty-day (30) period set by the other Party in writing. For example, the delay in the delivery of the Products or any part thereof for more than the maximum period defined in the Agreement regarding compensation for delay shall be deemed a material breach of contract.

**14.4 Insolvency, bankruptcy etc.**

Either Party may terminate this Agreement with immediate effect by written notice if the other Party has filed for bankruptcy (except in case where the bankruptcy estate commits itself to fulfilling the Agreement or gives a guarantee, acceptable to the Customer, for its contractual obligations, which is acceptable to the Customer) or the other Party is placed under liquidation or reorganization of its debts or if it is otherwise regarded as insolvent.

**14.5 Refraining from performance**

If a Party fails to perform its contractual obligation, the other Party has the right, without any consequences, to withhold its performance until the breaching Party has fulfilled its contractual obligations or until the Agreement is terminated.

**15 MEASURES TO BE TAKEN WHEN THE AGREEMENT EXPIRES**

When the Agreement expires, Customer may transfer the delivery of the Products to a party other than Supplier. Supplier commits itself to assisting in said transfer in a pertinent and professional manner and based on a reasonable schedule.

Supplier has the right to charge for the transfer of the delivery per the valid tariff. If the Agreement expires due to a breach of contract on Supplier's part, Supplier is obliged to conduct the transfer at its own expense without a separate charge.

Upon expiration of the Agreement, irrespective of the reason for expiration, the Parties shall return to each other the material of the other Party on a media to be agreed separately and destroy all possible copies or parts of them. Except in the case where law or orders of the authorities demand its preservation.