

Normet Portal - General Terms of Service

These General Terms of Service (the “Terms of Service”) govern the access to and use of Normet Portal by the Customer and its Users. Normet Portal is provided by Normet Oy (Business ID 1514200-1), a company incorporated and existing under the laws of Finland and having its registered address at Ahmolantie 6, 74510 Iisalmi, Finland (“Normet” or “we”). Other Normet group companies may perform Normet’s obligations and exercise Normet’s rights under these Terms of Service on Normet’s behalf, and Normet remains responsible for such performance.

These Terms of Service form a binding contract between Normet and the Customer. Any terms in the Customer’s general conditions, purchase terms and conditions, purchase order or other document are hereby expressly rejected by Normet.

Normet Portal is a gateway to Normet’s digital services. Each additional digital service made available through Normet Portal, including Normet Store and Normet Analytics, is governed by its own terms of service, which the Customer must accept separately before that service is taken into use.

The Superadministrator accepting these Terms of Service, registering any Customer account, and/or activating any of the Services on behalf of the Customer hereby expressly acknowledges having read and confirms having understood these Terms of Service. Neither the Customer or any User may access or use the Normet Services, if they do not accept and agree to be bound by the Terms of Service.

1. DEFINITIONS

In these Terms of Service the following capitalised terms have the following meanings, and the singular (where appropriate) includes the plural and vice versa:

1.1 “**Affiliate**” means any legal entity which is directly or indirectly owned or controlled by a Party or directly or indirectly owning or controlling a Party or under the same direct or indirect ownership or control as a Party for so long as such ownership or control lasts. Ownership or control shall exist through direct or indirect ownership of more than fifty (50%) per cent of the nominal value of the issued equity share capital or of more than fifty (50%) per cent of the voting rights entitling to vote for the election of Board of Directors or an equivalent body performing similar functions, which can exercise such control.

1.2 “**Application Form**” means the Corporate Customer Application for Normet Portal Access signed by an authorised signatory of the Customer, by which the Customer applies for access to Normet Portal and appoints its Superadministrator.

1.3 “**Customer**” means the legal entity identified as the customer in the Application Form, on whose behalf Normet Portal is accessed or used.

1.4 “**Customer Data**” means all information, material and data submitted to Normet Portal by the Customer or its Users, or generated in Normet Portal as a result of the Customer’s or its Users’ use of Normet Portal.

1.5 “**Event of Force Majeure**” means an unforeseen event which occurs after the acceptance of these Terms of Service and which is beyond the reasonable control of the affected Party, to the extent such event prevents or delays the affected Party from fulfilling its obligations and the affected Party is not the direct or indirect cause of such event.

1.6 “**Intellectual Property Rights**” means all intellectual property rights, including trade secrets, copyright, database rights, rights in unregistered trademarks, unregistered design rights, and any other similar rights; and patents, utility models, registered trademarks, registered designs, and any other registered rights, in any part of the world and all related goodwill, applications for registration for any such rights as may exist anywhere in the world, and the right to make such applications.

1.7 “**Normet Portal**” or the “**Service**” means the web service made available by Normet at <https://portal.normet.com> and any successor address, including its features and content as made available from time to time, but excluding any separate digital service governed by its own terms of service.

1.8 “**Party**” means Normet or the Customer as the context requires and “**Parties**” means Normet and Customer together.

1.9 “**Superadministrator**” means each individual appointed by the Customer in the Application Form (or subsequently appointed by the Customer in the manner notified by Normet) who is authorised by the Customer to accept terms of service on the Customer’s behalf and to administer the Customer’s Users and their access rights in Normet Portal.

1.10 “**User**” means each individual authorised by the Customer to access and use Normet Portal, or who is otherwise accessing or using Normet Portal on behalf of the Customer, whether or not that individual has a registered user account.

2. DESCRIPTION OF THE SERVICE

2.1 Normet Portal is a digital self-service channel through which the Customer can view information about its fleet of Normet equipment and access other Normet digital services.

2.2 Normet Portal may include, as made available from time to time, equipment details and standard equipment information, equipment documentation, service recommendations, high-level usage information and alert logs for connected equipment, and information on the Customer’s contracts, orders, quotations, invoices and subscriptions based on the Customer’s access rights and the information may be subject to the relevant terms of service for each relevant service.

2.3 The Service is not subject to any particular service levels and is provided to Customer strictly on an “as is” and “as available” basis, and Normet makes no representation or does not warrant the availability of the Service at any particular time. Under no circumstances

does Normet warrant that the Service would be free from errors or work or be available without interruption.

2.4 Normet may add, change, restrict and remove features and content at its sole discretion in accordance with Section 12 (Changes to the Service).

2.5 The Service is not intended to be used, and must not be used, for the operation, control or monitoring of equipment where an error, delay or unavailability of the Service could result in personal injury, death or damage to property. The Customer remains solely responsible for the safe operation and maintenance of its equipment.

3. ACCEPTANCE OF THESE TERMS OF SERVICE; USERS

3.1 Access to Normet Portal requires that (i) the Customer has submitted the Application Form signed by its authorised signatory, (ii) Normet has created the Customer's company profile and the profile of the Superadministrator(s), and (iii) a Superadministrator has reviewed and accepted these Terms of Service in Normet Portal on behalf of the Customer.

3.2 The Customer is bound by all acts and omissions of its Superadministrators and Users in Normet Portal, including acceptance of terms of service, creation and administration of user accounts, and the placing of orders.

3.4 The Superadministrator administers the Customer's Users and their access rights and views in Normet Portal. Individual Users may request an account by themselves however, access shall be granted only after these Terms of Service have been accepted and the Superadministrator has approved the User and its access rights.

3.5 A Superadministrator is not authorised to appoint new Superadministrators; new Superadministrators are appointed by the Customer's authorised signatory in the manner designated by Normet.

3.5 The Customer shall ensure that each of its Users complies with these Terms of Service, and shall notify Normet without undue delay of any change in its Superadministrators.

4. CUSTOMER'S OBLIGATIONS

4.1 The Customer shall use Normet Portal solely for its own internal business purposes and in accordance with these Terms of Service, applicable law and any instructions given by Normet.

4.2 The Customer shall ensure that its Users maintain their user identifiers and passwords diligently and do not disclose them to any third party. The Customer is responsible for all use of Normet Portal under its Users' identifiers.

4.3 The Customer shall notify Normet without undue delay if an identifier has been disclosed to a third party or if the Customer suspects that an identifier is being misused.

4.4 Upon Normet's written request, the Customer is obligated to change any identifier for using Normet Store, where this is necessary, for example due to a severe data security risk related to Normet Store.

4.5 The Customer shall ensure that access rights of Users who no longer need access, in particular individuals whose employment or assignment with the Customer has ended, are removed without undue delay.

4.5 The Customer shall at its own cost be responsible for the equipment, software, network connections and other information technology environment it uses to access Normet Portal, and for their compatibility with the requirements of Normet Portal as set by Normet from time to time.

4.6 The Customer shall not, and shall not permit any third party to, (i) sublicense, resell, transfer, assign, distribute, share or otherwise commercially exploit Normet Portal, (ii) disassemble, decompile or reverse engineer Normet Portal or attempt to derive its source code, (iii) use any automated means to extract data from Normet Portal, or (iv) circumvent or attempt to circumvent any access control or security measure of Normet Portal.

4.7 Normet may prevent or suspend the Customer's or any User's access to Normet Portal with immediate effect if Normet suspects that Normet Portal is being used in breach of these Terms of Service, in a non-compliant manner, for a purpose for which it is not intended, or in a manner that creates a security risk.

5. FEES

5.1 No separate fee is charged for the use of Normet Portal.

5.2 Individual features or separate digital services made available through Normet Portal may be subject to a subscription or other fee. Any such fee is identified before the feature or service is taken into use and is governed by the terms applicable to it.

5.3 Products and services that may be ordered through Normet Portal have the prices set out in Normet Portal as applicable from time to time and are subject to Normet's General Terms and Conditions of Sale (available at <https://www.normet.com/en/normet-gtc/>) and any product or service specific terms specified in Normet Portal.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 All rights, title and interest, including all Intellectual Property Rights, in and to Normet Portal and any changes, improvements, modifications or new versions thereof, vest exclusively with Normet.

6.2 Normet grants the Customer, for the term of these Terms of Service, a revocable, non-exclusive, non-transferable and non-sublicensable limited right to access and use Normet Portal solely for the Customer's internal business purposes and solely through its authorised Users. The level of access and the functionalities available may vary based on the views and access rights granted to the Customer and its Users.

6.3 Except as expressly stated in these Terms of Service, the Customer obtains no rights, licence or interest in or to Normet Portal or any Intellectual Property Rights pertaining thereto.

7. DATA PROTECTION AND COOKIES

7.1 Normet may process personal data relating to the Customer, its Superadministrator, Users and contact persons for the purposes of providing, administering, securing, developing and marketing Normet Portal. In respect of such personal data Normet acts as the controller, and the processing is described in Normet's Privacy Policy available in Normet Portal.

7.2 Personal data processed in connection with Normet Portal may include names, business contact information, user account and access right information, and log data on the use of Normet Portal.

7.3 Normet shall have the right to use data generated in connection with Normet Portal to provide the Service in accordance with these Terms of Service. Normet may use Customer Data and data on the use of Normet Portal to provide, secure and develop Normet Portal and its other products and services, and may combine such data with other data, provided that data disclosed to third parties is aggregated or anonymised so that it does not reveal the identity of the Customer or its Users or contain the Customer's Confidential Information.

7.4 Where personal data is transferred outside the European Economic Area, Normet ensures that the transfer is carried out in compliance with applicable data protection legislation.

7.5 Normet Portal uses cookies and other similar techniques as described in the Cookie Policy available in the Normet Portal. Normet uses cookies to permit the functionality of the Service and for statistical purposes to understand how the users use the Service. For full information on cookies, please see our Cookie Policy.

7.6 Normet applies appropriate technical and organisational measures to protect the data processed in Normet Portal, taking into account the available technical options and their cost in relation to the risks and nature of the processing, and will inform the Customer without undue delay of any data security incident affecting the Customer's data.

8. CONFIDENTIALITY

8.1 Subject to Normet's rights to use data as set out in Section 7 (Data Protection and Cookies), each Party shall hold in confidence and shall not disclose to any third party any Confidential Information of the other Party, and shall not use any Confidential Information for any purpose other than those set out in these Terms of Service.

8.2 The confidentiality obligation does not apply to material or information (a) which is or later becomes generally available or otherwise public without breach of these Terms of Service; (b) which the receiving Party has received from a third party without any obligation of confidentiality; (c) which was rightfully in the possession of the receiving Party prior to receipt of the same from the disclosing Party without any obligation of confidentiality; or (d)

which the receiving Party has independently developed without any use of or reference to the Confidential Information received from the other Party.

8.3 The confidentiality obligations do not prevent a Party from disclosing Confidential Information where it is required to do so under mandatory law, by order of a court or governmental authority of competent jurisdiction, or by a mandatory requirement of a regulatory authority. Where legally possible, the recipient of such order shall notify the disclosing Party to allow a reasonable opportunity to seek a protective order or to appeal, and to the extent reasonably possible, shall make reasonable efforts to protect any sensitive information.

8.4 Promptly upon expiry or termination of these Terms of Service, or when a Party no longer needs the Confidential Information for the purpose of performing its obligations or exercising its rights under these Terms of Service, each Party shall cease using the Confidential Information received from the other Party and, unless the Parties separately agree on its destruction, return it (including all copies and reproductions thereof) to the other Party. Each Party shall, however, be entitled to retain copies required by law or by administrative orders applicable to it.

8.5 The rights and obligations related to the Confidential Information shall survive the termination of the Agreement for any reason for a period of three (3) years from such termination.

9. AVAILABILITY AND DISCLAIMER OF WARRANTIES

9.1 Normet Portal is provided to the Customer strictly on an “as is” and “as available” basis. Normet Store is not subject to any service levels, and Normet does not warrant the availability of Normet Store at any particular time. Under no circumstances does Normet warrant that Normet Store will be free from errors or available without interruption.

9.2 Normet may suspend the availability of Normet Portal or any part thereof (i) for installation, change or maintenance work, (ii) due to interruptions in networks, repair of errors or equipment, security risks or problems in electricity supply, (iii) where required by law or by an order of a competent court or authority, or (iv) where Normet suspects misuse of Normet Portal or a breach of these Terms of Service. Where the suspension is planned, Normet shall, where reasonably practicable, inform the Customer in advance.

9.3 Normet does not warrant the accuracy, completeness, reliability or timeliness of any information made available in Normet Portal, including fleet, equipment, usage, alert, document, service recommendation, contract, order, invoice and subscription information. Such information is provided for information purposes only.

9.4 The Customer is responsible for maintaining its own records and documents of its transactions with Normet. Normet Portal retains records and documents for a period of time, but Normet does not warrant their completeness or availability.

9.5 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS EXPRESSLY STATED IN THESE TERMS OF SERVICE, NORMET MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND NORMET DOES NOT WARRANT THAT: (i) NORMET PORTAL OR ANY INFORMATION OBTAINED THROUGH THE SERVICE WILL MEET THE CUSTOMER'S REQUIREMENTS OR EXPECTATIONS; OR (ii) NORMET PORTAL SHALL BE UNINTERRUPTED, ERROR-FREE OR VIRUS-FREE, OR THAT ERRORS OR DEFECTS THEREIN WILL BE CORRECTED. NORMET IS NOT RESPONSIBLE FOR THE IMPACT ON THE ACCURACY, RELIABILITY, AVAILABILITY AND/OR TIMELINESS OF NORMET STORE OF FACTORS OUTSIDE ITS REASONABLE CONTROL, INCLUDING THE INTERNET AND NETWORK ISSUES, THE CUSTOMER'S APPLICATIONS AND APPLICATION VERSIONS, INCOMPLETE, CORRUPTED OR INTERRUPTED DATA RECEIVED FROM THE CUSTOMER, AND OTHER PROBLEMS INHERENT IN THE USE OF ELECTRONIC COMMUNICATIONS. NORMET IS NOT RESPONSIBLE FOR ANY DELIVERY FAILURES, DELAYS OR OTHER PROBLEMS, OR DAMAGES RESULTING FROM SUCH PROBLEMS.

10. LIMITATION OF LIABILITY

10.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NORMET SHALL NOT ASSUME ANY LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR REVENUE, DAMAGES CAUSED DUE TO A DECREASE IN OR LOSS OF BUSINESS, TURNOVER OR PRODUCTION, OR LOSS, ALTERATION, DESTRUCTION OR CORRUPTION OF DATA, ARISING OUT OF OR RELATING TO THE CUSTOMER'S USE OF NORMET STORE. IN NO EVENT SHALL NORMET'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS UNDER THESE TERMS OF SERVICE EXCEED ONE HUNDRED EUROS (EUR 100). THE CUSTOMER ACKNOWLEDGES THAT NORMET STORE IS PROVIDED FREE OF CHARGE AND THAT THIS LIMITATION REFLECTS THE ALLOCATION OF RISK BETWEEN THE PARTIES.

10.2 Neither Party is liable for the destruction, loss or alteration of the other Party's data or data files, nor for any damages or expenses incurred as a result, including the expenses of reconstituting data files.

10.3 Liability relating to products and services ordered through Normet Portal shall be governed by the terms applicable to those products and services and not by these Terms of Service.

11. TERM AND TERMINATION

11.1 These Terms of Service enter into force when accepted by a Superadministrator on behalf of the Customer and remain in force until terminated.

11.2 Either Party may terminate this Agreement by giving one (1) month's written notice to the other Party.

11.3 Either Party may terminate this Agreement with immediate effect upon written notice if (i) the other Party becomes insolvent, applies for or is adjudicated in bankruptcy, liquidation or corporate restructuring, or otherwise ceases to carry on its business; or (ii) the other Party is in material breach of these Terms of Service and fails to remedy the breach within fourteen (14) days of receipt of written notice from the non-defaulting Party.

11.4 Normet may terminate these Terms of Service or discontinue Normet Portal, in whole or in part, by giving reasonable notice thereof to the Customer.

11.5 Upon termination, the Customer's and its Users' right to access and use Normet Portal ends, and Normet may close the Customer's and its Users' accounts. Termination of these Terms of Service also terminates the Customer's access to any digital service accessed through Normet Portal. Any amounts owed by the Customer at the effective date of termination shall become immediately due.

11.6 The Sections 6 (Intellectual Property Rights), 7 (Data Protection and Cookies), 8 (Confidentiality), 10 (Limitation of liability) and 14 (Governing law and dispute resolution), and any other provisions which by their nature contemplate effectiveness beyond termination, survive the termination of these Terms of Service.

12. CHANGES TO THE SERVICE

12.1 Normet reserves the right to make any changes to Normet Portal and its features and content at any time. Where a change has a material adverse effect on the Customer, Normet shall inform the Customer in advance where reasonably practicable.

12.2 Normet may amend these Terms of Service. Normet shall notify the Customer of any material amendment at least thirty (30) days before it takes effect, by notice in Normet Portal, by email to the Superadministrator(s) or by publishing the amended terms in Normet Portal. Amendments that are necessary due to changes in applicable law or that are required to address a security risk may take effect with shorter notice.

13. COMPLIANCE; EXPORT CONTROL AND SANCTIONS

13.1 Each Party shall comply with all applicable laws and regulations in connection with Normet Portal, including applicable anti-corruption, competition, export control, sanctions and data protection legislation.

13.2 The Customer shall not make Normet Portal, or any data or information obtained through Normet Portal, available to any person or in any country in breach of applicable export control or sanctions legislation. Normet may suspend or terminate access to Normet Portal with immediate effect where necessary to comply with such legislation.

14. GOVERNING LAW AND DISPUTE RESOLUTION

14.1 These Terms of Service are governed by and construed in accordance with the laws of Finland, excluding its choice of law provisions. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

14.2 Any dispute, controversy or claim arising out of or in connection with these Terms of Service, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said rules. The seat of arbitration shall be Helsinki, Finland, and the language of the proceedings shall be English.

15. MISCELLANEOUS

15.1 Notices relating to these Terms of Service and Normet Portal are given to the Customer to its Superadministrator(s) via Normet Portal or by email, and to Normet at Normet Oy, Att: Normet Portal, Keilaranta 19 D, FI-02150 Espoo, Finland, or to the contact address published in Normet Portal.

15.2 Neither Party is liable to the other for any delay or non-performance of its obligations, except for payment obligations, to the extent such delay or non-performance is due to an Event of Force Majeure. The affected Party shall notify the other Party of the occurrence and probable duration of the event in writing without undue delay. If an Event of Force Majeure results in delay or non-performance for a period of thirty (30) days or longer, either Party may terminate these Terms of Service with immediate effect without any liability towards the other Party.

15.3 The Customer may not assign or transfer its rights or obligations under these Terms of Service without Normet's prior written consent. Normet may assign these Terms of Service to any of its Affiliates or to a third party to which the relevant part of its business is transferred.

15.4 No failure to exercise, and no delay in exercising, any right or remedy operates as a waiver thereof, nor does any single or partial exercise of any right or remedy prevent any further exercise thereof or the exercise of any other right or remedy.

15.5 Entire agreement; order of precedence. These Terms of Service, together with the Application Form, constitute the entire agreement between the Parties on the use of Normet Portal. In the event of a conflict, these Terms of Service prevail over the Application Form. Terms of service applicable to a separate digital service prevail over these Terms of Service in respect of that service, and Normet's General Terms and Conditions of Sale prevail in respect of the sale of products and services.

15.6 If any provision of these Terms of Service is held invalid or unenforceable, the remaining provisions remain in full force and the invalid provision is replaced by a valid provision that best reflects the Parties' original intent.

15.7 Any terms and conditions that by their nature or otherwise reasonably should survive an expiry or termination of the Agreement shall also be deemed to survive.