

4BUSINESS OY GENERAL SALES TERMS 3/2025

1 EHTOJEN KOHDE JA TARKOITUS

- 1.1 These terms and conditions shall apply when 4Business Oy (business ID 2603001-3), Hatanpään valtatie 13, 33100 Tampere, (hereinafter referred to as the **Supplier** or **4Business**), supplies services (hereinafter referred to as the **Service**) or equipment, supplies, components, software, cloud services, or other third-party products (hereinafter referred to as the **Product**) as specified in the offer to the customer specified in the offer (hereinafter referred to as the **Customer**). The Supplier and the Customer are each referred to as a **Party** and jointly as the **Parties**.
- 1.2 The agreement concerning the Service and/or Products (hereinafter referred to as the **Agreement**) consists of the offer given to the customer and its appendices, and these general terms and conditions. Unless otherwise stated in the offer, the offer given by the Supplier is valid for one (1) month from the date of the offer.
- 1.3 Any additional work or deliveries shall be agreed upon in writing and shall be subject to the terms and conditions of the Agreement.

2 VALIDITY OF THE AGREEMENT

- 2.1 The Agreement shall come into force when the Customer has confirmed in writing its acceptance of the offer concerning the Service or Products. The Agreement is valid until further notice, and either Party may terminate it with respect to the Services by giving written notice of termination at least three (3) months before the desired termination date. Unless otherwise agreed in the offer, the Agreement concerning physical Products is binding without any right of termination or cancellation. To the extent that the Agreement concerns software, cloud services, and similar Products, the terms and conditions of the manufacturers or rights holders of those products shall apply to the termination.

3 PERFORMANCE OF THE SERVICE

- 3.1 Unless otherwise specified in the offer, the Service shall be performed in the Helsinki metropolitan area at the Customer's premises or remotely, and for other locations of the Supplier, primarily remotely. Service hours are defined in the offer.
- 3.2 If the Customer requests Service outside the normal working hours specified in the offer, this must be agreed upon in writing in advance. In such cases, the charges will be based on the Supplier's then-current service price list available on its website.
- 3.3 The Customer may submit a service request to the Supplier, in which case the Supplier shall perform the Service within the response time specified in the offer.
- 3.4 If the delay in the response times for the Service described in the appendix to the offer is due to the Supplier and exceeds four (4) hours, the Customer is entitled to claim a fifteen percent (15%) reduction in the service charge for the current month. If the Supplier's delay in response times exceeds eight (8) hours, the Customer is entitled to claim a fifty percent (50%) reduction in the service charge for the current month. If the Supplier's delay in response times exceeds twenty-four (24) hours, the Customer is entitled to claim a one hundred percent (100%) reduction in the service charge for the current month.

4 PRICES AND TERMS OF PAYMENT

- 4.1 The prices are agreed upon in the offer.
- 4.2 The prices include travel expenses to the Customer's address specified in the offer. If the performance of the Service requires other travel, the Supplier shall charge the Customer for reasonable travel, accommodation, and daily allowance expenses of its personnel in accordance with the then-current decision of the tax administration regarding tax-free compensation for

travel expenses, and, if separately agreed, also for travel time in accordance with the normal charges for the Service. The Supplier does not charge travel expenses or travel time for travel within the Helsinki metropolitan area (Helsinki, Espoo, Vantaa, Kauniainen) and the Tampere/Pirkanmaa region.

- 4.3 The Supplier has the right to change prices by notifying the Customer in writing at least three (3) months before the change takes effect. If the Customer does not accept the price change, the Customer has the right to terminate the Agreement by notifying the Supplier in writing no later than one (1) month before the price change takes effect.
- 4.4 Prices include public charges imposed by authorities, with the exception of value-added tax, which will be added to the prices if applicable, and the amount of which is determined in accordance with the legislation in force at any given time.
- 4.5 Unless expressly agreed otherwise (for example, in the case of cloud services), Products are invoiced after delivery. The Service is invoiced in advance every three (3) months, unless a different invoicing period has been agreed upon. If the use of a financing agreement has been agreed upon in the offer, invoicing will be handled by the financing company in accordance with the terms and conditions of a separate financing agreement.
- 4.6 The invoice will be delivered to the invoicing address specified in the offer. The payment term is defined in the offer. The interest on late payment is in accordance with the valid Interest Act (633/1982, as amended). The Supplier has the right to suspend the performance of its obligations under the Agreement until the Customer has paid the overdue and undisputed payments, including interest on late payment, or provided security acceptable to the Supplier.

5 GENERAL OBLIGATIONS OF THE PARTIES

- 5.1 The Supplier is responsible for providing the Service in accordance with this Agreement and for ensuring that it delivers the Products to the Customer in accordance with this Agreement.
- 5.2 The Customer is responsible for fulfilling its obligations under the Agreement. The Customer shall promptly provide the Supplier with all necessary instructions, information, and equipment that the Supplier needs to perform the Service. The Customer is responsible for ensuring that the persons designated by the Supplier for the performance of the Service have timely access to all the material and information necessary for the Service. The Customer is responsible for the accuracy of the information it provides. In addition, the Customer is responsible for ensuring that the Supplier has access to the Customer's systems and premises as necessary for the performance of the Service. The Customer is responsible for arranging the necessary workspaces and access permits for the Supplier's personnel and for ensuring that the workspace is safe. For clarity, it is stated that the Customer is responsible for any necessary surveys and removal of hazardous substances, such as asbestos, from the workspaces.

6 SCHEDULES AND DELIVERY

- 6.1 If changes to the schedules for the performance of the Service are directly or indirectly due to the Customer, the Customer is obliged to extend the Supplier's deadline in proportion to the delay. The Customer is also obliged to compensate the Supplier for overtime, additional work, and temporary storage costs caused by the delay attributable to the Customer.
- 6.2 The Supplier shall without undue delay notify the Customer of any changes affecting the Service schedule. If the schedule change is due to a reason other than one directly attributable to the Supplier, such as disruptions in the delivery chain of equipment and supplies, the delay shall not give rise to any compensation. However, this does not release the Supplier from the obligation to report the schedule change to the Customer.
- 6.3 The Supplier shall deliver the Products and Services within the agreed delivery time. Unless a specific delivery time has been agreed upon, the Supplier shall deliver the Products within a reasonable time after the Agreement between the Parties comes into force and when the Products become available. The Customer is obliged to carefully inspect the Products and Services

delivered to it and to immediately report any errors falling under the Supplier's responsibility. The delivery is considered accepted unless the Customer has submitted a written and detailed complaint regarding the delivery within five (5) days from the delivery date and/or the date of the transfer of the right to use the software Product.

7 WARRANTY AND PRODUCTS

7.1 Based on the warranty, the Supplier or the manufacturer of the equipment or cables will, during the warranty period, repair at its own expense defects in Products delivered by the Supplier or in the installation work that are due to material or manufacturing defects that appear during the warranty period when the equipment is used normally in accordance with the instructions for use.

7.2 The Supplier grants the following warranty for the Service and the physical Products delivered in connection with it:

- (a) warranty maintenance for the equipment covered by the Service will be performed in accordance with the manufacturer's warranty terms and warranty periods;
- (b) the warranty period for connecting cables is twelve (12) months;
- (c) the warranty period for the Supplier's installation work is twelve (12) months.

7.3 The warranty period begins on the last day of the calendar month during which the Service has been completed or the Product has been delivered to the Customer.

7.4 The warranty does not cover the correction of a defect or error that is caused by:

- (a) third-party software or a software service installed on or otherwise used in connection with the equipment covered by the Service;
- (b) disturbances in the Customer's network environment or the public data networks;
- (c) neglect in following instructions regarding the use, maintenance, or cleaning of the equipment, damage caused by misuse or incorrect use (including, for example, damage caused by sharp objects or damage caused by bending, compression, or other similar reasons);
- (d) use of the equipment outside of its normal operating conditions;
- (e) modifications or repairs made by someone other than the Supplier, or the use of supplies contrary to the instructions;
- (f) damage caused by flood, fire, earthquake, lightning, or other similar reasons;
- (g) normal wear and tear and normal aging (including, for example, cosmetic damage, wear or scratching of batteries and displays);
- (h) neglect in complying with the equipment's operating environment requirements (including, for example, exposing the product to extreme temperature or environmental conditions or rapid changes in these, moisture, corrosion, oxidation, splashes of food or drink, or the effects of chemical substances).

7.5 The Customer understands and accepts that to the extent that the Products delivered or used in connection with the Services are third-party software or cloud services or the like, they are in

all respects subject to the standard terms and conditions of their manufacturer, rights holder, or corresponding third party, including, but not limited to, terms concerning usage rights, warranty terms, data protection and security, and intellectual property rights. The Customer is obliged to familiarize itself with these terms and conditions on its own initiative. The standard terms and conditions of software Products are delivered with or alongside the software Products, or they are available on the website of the software Product manufacturer or rights holder. The Supplier delivers the software Products as they are, and the software Product manufacturer or rights holder is responsible for the features, possible defects, and disturbances of the software or cloud services, regardless of whether the Supplier has resold the software or cloud services or whether the Customer has acquired them themselves. By entering into an Agreement concerning the delivery of software Products, the Customer confirms that it has familiarized itself with the manufacturer's or rights holder's own standard terms and conditions concerning the software Products and undertakes to comply with them.

7.6 If the defect or error reported by the Customer is not covered by the warranty, the Supplier also has the right to charge for the resulting investigation work.

7.7 The Supplier's liability for defects and errors in the Products shall be limited to fulfilment of the warranty obligations under this section 7. Following expiration of the warranty obligations, the Supplier's liability for the defects and errors of the Products shall be limited to the obligations under the maintenance agreement, if any is in place.

8 RIGHTS

8.1 The risk of damage to the physical Products to be delivered transfers to the Customer when the physical Products have been delivered to the Customer's premises or other delivery address. The ownership and title of the physical Products to be delivered transfers to the Customer when their total price has been paid to the Supplier. Notwithstanding the foregoing, if the financing of the Agreement is based on a separate financing agreement with a financing company, the ownership and title of the physical Products transfers to the financing company in accordance with the terms and conditions of the financing agreement until the Products has been paid for in accordance with those terms and conditions.

8.2 The intellectual property rights to the Products such as the equipment and software or software services remain with the third party that manufactured them or with the Supplier. Third-party software or software services are always subject to the license or terms of use of the third party in question, which the Customer must comply with.

9 CONFIDENTIALITY

9.1 Each Party undertakes to keep confidential all materials and information received from the other Party in any form, which are marked as confidential or which should be understood to be such, regardless of whether they are technical, financial, or commercial in nature (hereinafter referred to as **Confidential Information**). The Party has the right to: i) use Confidential Information only for the purposes of this Agreement; ii) copy Confidential Information only to the extent that copying is necessary for the purpose of this Agreement; and iii) disclose Confidential Information only to those employees, subcontractors, financial service providers, or external advisors who need to process Confidential Information for the purposes of the Agreement. The Party disclosing the information is responsible for ensuring that the parties receiving Confidential Information comply with the terms and conditions agreed upon in this Agreement regarding the confidentiality of Confidential Information, however, the confidentiality terms of any financing agreement shall apply to that agreement.

9.2 However, the confidentiality obligation in this section 9 does not apply to materials and information that: i) were demonstrably in the Party's possession without breaching any confidentiality obligation before the signing of the Agreement; ii) are public at the time of signing the agreement or become public later without breaching any confidentiality obligation (the latter from the moment they become public); iii) the Party has received from a third party without any confidentiality obligation; iv) the Party has demonstrably independently developed without using any materials or information received from the other Party; or v) which the Party is obliged to disclose under law, regulation, or other official regulation or court order.

9.3 The Party shall immediately cease using the Confidential Information received from the other Party and destroy or return the material in question, including all copies, when this Agreement ends or when the Party no longer needs the Confidential Information for the purpose of this Agreement. However, each Party has the right to retain copies required by law or official regulations.

9.4 The rights and obligations related to this section 9 remain in force for three (3) years after the termination of the Agreement.

10 DAMAGES

10.1 If a Party breaches a contractual obligation or condition set out in this Agreement or its appendices, and this causes damage to the other Party, the Party in breach undertakes to compensate the other Party for the direct damages incurred. The Parties are not liable to each other for indirect or consequential damages.

10.2 The Parties' liability under this Agreement is limited to a maximum of (i) twenty percent (20%) of the total fees invoiced for the Service provided under this Agreement during the last six (6) months, or (ii) four thousand (4,000) euros, whichever is greater. Notwithstanding the foregoing, as stated in (i), if damage has been caused to property that is the object of the Supplier's work in connection with electrical, automation, and AV contracting work, the Customer shall primarily seek compensation for the damage from its own property damage insurance, but if this is not possible, the Supplier's maximum liability for such damages shall in all cases be ten thousand (10,000) euros. If the Supplier is obliged to pay a delay penalty, service level penalty, or other contractual penalty or compensation, the Supplier is only obliged to pay additional compensation to the extent that the amount of the damage exceeds the delay penalty, service level penalty, or other contractual penalty or compensation.

10.3 However, the aforementioned limitations of liability do not apply to (i) liability based on a breach of section 8 (Rights) of the general terms and conditions, nor to damages that (ii) the other Party has caused intentionally or through gross negligence.

11 FORCE MAJEURE

11.1 Neither Party is liable for delays or damages resulting from an obstacle beyond the Party's control, which the Parties could not have reasonably been expected to take into account at the time of the conclusion of the Agreement, and the consequences of which the Party could not also have reasonably avoided or overcome. Force majeure includes war, rebellion, prohibition imposed by a public authority, natural disaster, pandemic, fire, interruption of public transport, telecommunications connections, or energy distribution, or other similar, significant, and unusual event beyond the Party's control. A strike, lockout, boycott, and other industrial action is also considered force majeure even if the Party is the target of it or involved in it. The Parties shall immediately notify the other Party in writing of the occurrence of force majeure. The Parties shall also immediately notify each other in writing of the cessation of force majeure.

12 TERMINATION OF THE AGREEMENT

12.1 Either Party has the right to terminate this Agreement with immediate effect by notifying the other Party in writing if the other Party has committed a material breach of contract or it has become clear that the other Party will commit a material breach of contract. However, if the breach of contract is remediable, termination requires that the other Party has not remedied its breach of contract within thirty (30) days of receiving a written notice from the other Party regarding the matter.

12.2 Notwithstanding the foregoing, the Supplier has the right to terminate the Agreement immediately if an undisputed payment is delayed by more than thirty (30) days.

13 OTHER TERMS AND CONDITIONS

13.1 The Supplier has the right to use subcontractors to fulfill its obligations under the Agreement.

- 13.2 Notices under or in connection with the Agreement shall be delivered personally, by letter with acknowledgment of receipt, through a courier company, or by email to the address specified in the offer. The Party shall notify the other Party of any changes to its contact information without delay.
- 13.3 The Agreement constitutes the entire agreement between the Parties regarding the matters dealt with therein and supersedes any prior agreements, offers, and discussions between the Parties regarding these matters.
- 13.4 The Agreement can only be amended or supplemented in writing, and neither Party can invoke an alleged oral or tacit amendment or supplement to the Agreement. Requests for changes to the Services must always be made in writing to huolto@4business.fi. Unless otherwise specifically agreed, the effective date of approved Service changes is the day following the end date of the current invoicing period, but in any case, no less than 30 days from the change request.
- 13.5 Neither Party is liable for the destruction, loss, or alteration of the other Party's data, or for any damages and expenses caused by this, such as the costs of recreating files. Each Party is responsible for its own security measures such as taking backups of its own data and checking their functionality.
- 13.6 A Party does not lose its right to invoke the other Party's breach of contract, the correct interpretation of the Agreement, or the legal effect arising from the Agreement unless the Party notifies in writing that it is waiving such a right. A Party's possible waiver of a right only applies to the breach of contract or other matter specified in the notice, and it does not prevent the Party from demanding compliance with the Agreement in other respects.
- 13.7 Despite the termination of the Agreement, section 10 (Damages) and other such sections of the Agreement remain in force, which, due to their nature or express wording, are intended to remain in force even after the termination of the Agreement.
- 13.8 The Agreement or the rights or obligations under it may not be transferred without the other Party's written consent. However, the Supplier has the right to transfer the Agreement in whole or in part to a third party to whom the business related to the Agreement is transferred, by notifying the Customer in writing.

14 APPLICABLE LAW AND DISPUTES

- 14.1 The Agreement is governed by Finnish law, excluding its rules and principles on the choice of law and the UN Convention on Contracts for the International Sale of Goods.
- 14.2 Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be (1) one. The seat of arbitration shall be Helsinki, Finland.

15 RIGHT OF REFERENCE

- 15.1 The Supplier has the right to use the Customer's name and logo as a reference when offering and marketing products and services to other customers, if this is separately agreed upon in writing.