



General Terms and Conditions of Service



The Kempower General Terms and Conditions of Service ("Conditions") govern and detail the terms under which Kempower Corporation and its Affiliated Companies ("Kempower", "Us") agrees to the sale and provision of training, consultation, configuration, installation, maintenance and other remote and on-site services ("Service(s)") to Kempower's customers ("Customer", "You").

By submitting a purchase order, request for Quotation or any other document to purchase Services, or acting on any Kempower document referencing these Conditions, the Customer acknowledges their complete acceptance of these Conditions, and that any terms accompanying the Customer's documents have no effect and shall not apply.

Kempower transaction with the Customer shall be governed solely by these Conditions and related Kempower documentation for the given transaction, which together constitute the full contract ("Contract") Between Kempower and the Customer. The Contract may be superseded or amended only by a separate written agreement between the parties ("Agreement").

1.1 Definitions

For the purposes of the Contract, the following additional definitions apply:

Affiliated Company: Any legal entity that is (a) directly or indirectly controlling the Party, or (b) under the same direct or indirect control as the Party, or (c) directly or indirectly controlled by the Party. Control shall exist through direct or indirect ownership of more than 50 % of the nominal value of the issued equity share capital or more than 50 % of the shares entitling the holders to vote for the election of the members of the board of directors or persons performing similar functions.

Intellectual Property Right: Patents, petty patents, utility models, designs (whether or not capable of registration), design patents, inventions, database rights, chip topography rights, protection of works of authorship or expression, including copyrights and future copyright, domain names, trademarks, trade names and any other industrial and intellectual property rights including moral rights, whether or not specifically recognized or perfected under applicable laws and whether registered or not and applications, divisions, continuations, renewals, re-exams and reissues for any of the aforementioned respectively and the rights to prosecute, enforce and obtain remedies.

On-site Service(s): Services described in the Agreement that are performed at a location specified in the Quotation or Agreement and that is other than Kempower facilities.

Quotation: The quotation documentation submitted by Kempower to Customer.

Remote Service(s): Services described in the Agreement that are performed remotely via the internet using relevant tools, such as teleconferencing software and/or cloud-based software platforms.

Personnel: Personnel of Kempower or their subcontractor, who perform either On-site Services or Remote Services.

Party or Parties: The legal entities of Kempower and Customer, who enter in a Contract with regard to the provision of Services.

Price List: Kempower Service Price List, valid from time to time.

Trade Control Laws: All applicable laws concerning trade or economic sanctions or embargoes, restricted party lists, trade controls on the import, export, re-export, transfer or otherwise trade of goods, services, software, or technology, including those of the European Union, the United Kingdom and the United States of America.

2 Limitation of liability

You are responsible for all damages that were created by your personnel, even if the work is managed or supervised by our Personnel.

You are responsible for all damages caused by inappropriate material, tools, components, information and other resources provided to us.

Each Party's aggregate total liability in respect of any loss, damage, cost or expense related to the Agreement shall not exceed the total of 12 months service fees payable by the Customer.

In no event will either Party be liable for any indirect, incidental or consequential damages or expenses, including but not limited to loss of profits and lost savings.

The limitations of liability shall not apply to damages caused by willful misconduct or gross negligence.

If Parties have expressly agreed on delay penalties the payment of such compensation shall be the sole and exclusive liability of Kempower for any loss or damage arising from the delay.

All claims based on this Contract shall be presented to the other Party in writing not later than ninety (90) days after a Party becomes aware of the grounds for its claim. A Party shall initiate court proceedings not later than 12 months from the date of presenting the aforementioned claim.

3 Customer's Responsibilities

3.1 Providing information

You must ensure that we have all the required preliminary information to successfully provide the Services. The required preliminary information is detailed in the Quotation or its attachments.

3.2 Access, health and safety	<p>You must grant us the necessary permits and access to the relevant location, your representatives, equipment and other items under work at the agreed time.</p> <p>You must give us the necessary directions, potential risks and other relevant safety information to avoid exposing the Personnel to any safety or health hazard.</p> <p>You must notify us of all relevant safety regulations in force at your premises prior to the Quotation. We may determine that the premises are not safe for the performance of Services. In such a case, we notify you of the decision. Our Personnel may refuse to perform the Services without penalty or liability until you have corrected the safety concerns.</p>
3.3 Preparation work	<p>You must carry out the necessary preparations according to the instructions supplied by us in the Quotation.</p>
3.4 Resources	<p>For On-Site Services, you must provide access to necessary hygiene, as well as storage facilities protected against theft and damage for Personnel to store their belongings in the vicinity of the location where the Services are performed.</p> <p>You must supply regular wall socket electricity within reasonable distance of the location of the Services to enable the use of laptops and power tools, as well as power to the equipment being Serviced when required.</p> <p>You must ensure that reasonable assistance to Kempower Personnel is available if required or specified in the Quotation. For example, you must make heavy lifting equipment and personnel available when needed.</p>
3.5 Using the equipment	<p>You must ensure that the equipment under Service work is not used during the period of execution. If the equipment is used during the period of execution without our approval, we reserve the right to seize all work and consider the service completed.</p>
3.6 Trade Compliance	<p>You agree to comply with applicable Trade Control Laws.</p>

4 Proprietary Rights

4.1 Rights	<p>We hand over rights to only the specified deliverables. The Agreement has no effect on the ownership of any Intellectual Property Rights held by a Party prior to the effective date of the Agreement. No rights to software, systems, tools, data, information or materials used or provided by us in connection with the performance of the Service are given to you. Any and all Intellectual Property Rights to deliverables created in connection with the Agreement shall vest in the originating Party or its licensors, as applicable.</p> <p>Using or applying any content provided or generated in connection with the performance of a Service is the sole responsibility of you and/or the end-users of the Service.</p>
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5 Ordering the Service

5.1 Quotation	<p>You must send a written request for quotation to us. The request for quotation must contain all relevant preliminary information related to the performance of the Service. For example, you must detail prior attempts of correcting a problem with a product or component.</p> <p>We will respond to you with a Quotation, detailing the scope of work of the Service, and a time proposal of when to provide the Service. Following your acceptance of the Quotation, you and Kempower enter into a binding Agreement.</p> <p>The scope of work, schedule and other parameters affecting the performance of the Service may then be altered only by mutual written Agreement between you and us.</p>
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5.2 Notice Time	<p>The performance of a Service may begin only after a notice time.</p> <p>The Notice Time for Remote Services is 14 days from order confirmation.</p> <p>The Notice Time for On-Site Services is 30 days from order confirmation.</p> <p>Unless otherwise agreed in writing, no due date applies for any deliverable defined in the scope of work of the Service.</p>
5.3 Customer's delay and cancellation	<p>If you cannot fulfil your commitments in time, you must notify us without any delay in writing, stating the reasons and assumed time of delay. In the event of your delay, we may suspend the provision of the Service indefinitely, or refuse the execution of the Service, returning the order sum to You in the amount as follows.</p> <p>Notice given prior to the beginning of the Service:</p> <ul style="list-style-type: none"> - 14 or more days: no incurred travel, accommodation and preparation costs charged - 7 to 13 days: 50 % of the incurred costs charged - 2 to 6 days: 75 % of the incurred costs charged - Under 2 days: 100 % of the incurred costs charged
<h2 style="background-color: #e67e22; color: white; padding: 5px;">6 Providing the Service</h2>	
6.1 Place of performance	<p>The place of performance is specified in the Contract or a separate Agreement. In the absence of a specified location, We may perform the Service in a location of our choosing.</p>
6.2 Completion of service	<p>We shall perform the Services in conformity with the Agreement with due care and with the professional skills reasonably expected from an experienced service provider. Unless otherwise agreed in writing, a Service is completed when the scope of work detailed in the Quotation is completed, and you have received a written notice stating that the Services are completed as per the Agreement.</p> <p>For products, parts and other materials related to the Service, the time of delivery shall be as set forth in the Quotation. Unless otherwise agreed, the terms of delivery are FCA (Incoterms 2020).</p>
6.3 Subcontractors	<p>We may use Subcontractors to provide the Services.</p> <p>We shall make sure our agreements with our Subcontractors are consistent with the terms and obligations set forth in this Agreement and that our Subcontractors comply with such agreements. We are liable for the performance of our Subcontractor as for our own.</p>
6.4 Language	<p>Unless otherwise agreed in writing, Services are performed and all communication in relation to the performance of the Services shall be in English.</p>
6.5 Complaints	<p>You must file a complaint to us with no delay after finding errors or a need for correction following the completion of a Service. Complaints and warranty claims shall be sent in writing to Kempower Support Portal or via e-mail at support@kempower.com.</p> <p>Any potential corrections to the deliverables of the Services may only be performed by us or a 3rd party nominated and authorized by us.</p> <p>Warranty for Services is specified in the Kempower Warranty Policy, available online at www.kempower.com/company.</p> <p>Any potential warranty disputes are settled according to the Kempower Warranty Policy.</p>

7 Working Hours

- 7.1 Regular working hours
- For Remote Services and Services without a specified Place of Performance, our work week consists of Monday through Friday, 8-hour shift between 9:00 and 17:00 East European Time (EET) or East European Summer Time (EEST), excluding standard Finnish holidays.
- For Services with hourly rates, the minimum fee is 2 hours.
- For On-Site Services, where other than our facilities in Finland, our work week consists of Monday through Friday, 8-hour shift between 9:00 and 17:00 local time, excluding standard holidays of the specific country or territory, as well as standard Finnish holidays.
- Where the aforementioned regular working hours contradict those determined by the applicable law, the law shall be followed.
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- 7.2 Special working hours
- Special working hours, such as work occurring outside regular working hours as well as overtime working hours shall be agreed beforehand, and special overtime hourly rates will apply. The maximum length of a workshift is 12 hours. The maximum length cannot be increased with a separate agreement.
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- 7.3 Traveling time and preparations
- Traveling and preparation times are specified as hourly rates in the Price List. Traveling time and preparations may occur outside regular working hours.

8 Pricing and Terms of Payment

- 8.1 Travel and accommodation costs
- Unless otherwise agreed in writing, travel and accommodation costs, as well as other associated costs are chargeable in addition to the quoted price. A price estimate or quote of such associated costs will not be included in the Quotation. By accepting the Quotation for Services You agree to cover such costs that are confirmed after the Services are completed. Additional handling fees apply as per the Price List.
- Kempower commits to arranging travel and accommodation for Personnel using the most cost-effective alternatives within reason.
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- 8.2 Price List
- Services and their prices are based on the Price List. Services, together with associated additional conditions, may be further detailed in Service specific Service descriptions ("Service Description") attached to the Quotation or order confirmation, or otherwise made available to You.
- Prices for Services do not include any taxes, duties, freight costs or other additional charges of any kind. Such fees and costs are added separately to the invoice. Both Parties comply with applicable tax and customs regulations and pays all applicable fees directly to the appropriate authorities.
- Unless otherwise agreed in writing, in the case where the Period of execution of a Service continues for more than 6 months, we reserve the right to change prices in the Price List, such as hourly rates of work during the Agreement. We shall inform You of the updated Price List at least ninety (90) days prior to their entry into force. The change of prices shall not apply to invoices falling due prior to the effective date of change. If You object to the price change, You must notify us of Your objection, in writing, at least 30 days prior to its entry into force. If we cannot reach an understanding regarding pricing, the Agreement between us will terminate on the date the new Price List enters into force.
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- 8.3 Quotation
- The price given in a Quotation may be either a list price, a maximum price or a price estimate.
- A list price for a Service in a Quotation is binding.
 - A maximum price for a Service may not be exceeded. The final price will be verified after completing the Scope of Work
 - A price estimate will be verified after completing the Scope of Work. The actual price of the Service may not exceed the price estimate defined in the Quotation by more than ten per cent (10%), unless otherwise agreed in writing.
- When specified in the quotation, we may charge additional costs separately without a separate approval from you.

8.4 Extra work

Non of the prices in the Quotation are binding to us, if during the performance of the Service problems are uncovered, which need extra work that do not belong to the original Scope of Work, and which cannot within reason have been anticipated when preparing the Quotation. In such cases, we send you a revised Quotation in writing for the extra work. Furthermore, we notify you about potential health and safety hazards and/or potential damage to equipment, that may result from leaving the extra work unperformed.

If we cannot reach you within reasonable time, the Personnel may at their discretion perform extra work and use extra parts within the confines of the price estimate. If the required extra work amounts to more than what is allowed by the confines of the price estimate, the Personnel will seize all work and we will consider the Services completed.

8.5 Invoicing

Unless otherwise agreed in writing or otherwise specified in the Quotation, we will invoice the price of the Services upon their completion and charge additional costs and expenses as per actual occurred costs. A percentage-based handling fee may be added to such charges. Such handling fees are detailed in the Quotation.

8.6 Terms of payment and delay

We reserve the right to establish your potential credit limitations. If not otherwise specified in the Quotation, the payment term for all Services is 100% advance payment. All payments must be made directly from You.

Any amount outstanding after the due date of an invoice shall accrue interest at the rate of 8 percent (8 %) per year or the highest amount allowed by law, whichever is lower.

Upon first day of delay, we may seize performance of all Services to until the unpaid amount including interest is received.

9 Non-Disclosure

The Parties shall keep confidential and not disclose to any third party any technical, commercial, business related, financial or company information received in relation to this Agreement.

Confidential information within the meaning of this Agreement does not include information:

- (i) that was already known to the receiving Party or one of its Affiliated Companies before disclosure by the disclosing Party;
- (ii) that is or becomes generally known in a way for which the receiving Party or one of its representatives is not responsible; or
- (iii) that is disclosed or transferred to the receiving Party or one of its Affiliated Companies by a third party and it can be shown that the receiving Party had no knowledge that disclosure was not legal; or
- (iv) that has been developed by the receiving Party or one of its Affiliated Companies independently of the confidential information that the disclosing Party has provided under the Contract; or
- (v) to disclosure of which the disclosing Party has consented in writing; or
- (vi) receipt of which the receiving Party has expressly rejected in advance;

The provisions of this Section shall bind the parties for a period of five (5) years from the date of disclosure of any item of Information regardless of any earlier termination, expiry or fulfilment of the Agreement.

If the receiving Party is obliged to disclose confidential information as the result of an order of a court or administrative authority or because of capital market regulations or mandatory law, the receiving Party shall notify the disclosing Party of the obligation immediately promptly in writing and shall only disclose confidential information that has to be disclosed as a result of the legal obligation and shall take all reasonable action to ensure that the disclosed confidential information is treated in accordance with the Agreement.

In case of there being a valid non-disclosure agreement entered into between the Parties with respect to the subject matter of the Agreement then such non-disclosure agreement shall remain in force and apply to the Agreement. To the extent that the terms of the non-disclosure agreement conflict with the terms of this section, the non-disclosure agreement shall prevail.

10 Assignment

Neither Party shall have the right to assign this Agreement or the rights or obligations under the Agreement to any third party without the prior written consent of the other Party. Notwithstanding the foregoing Kempower may transfer the Agreement to its Affiliated Company. Kempower may also transfer its receivables under this Agreement to a third party.

Both Parties may transfer this Agreement and the rights and obligations hereunder to such a third party to which the business activities related to this Agreement have been transferred.

11 Force Majeure

Force Majeure Event means any failure by a Party to perform its obligations under this Contract caused by an impediment beyond its control, which it could not have been taken into account at the time of the conclusion of this Agreement, and the consequences of which could not reasonably have been avoided or overcome by such Party. Neither Party shall be liable for delays and damages caused by a Force Majeure Event.

A Force Majeure Event suffered by a subcontractor of a Party shall also discharge such a Party from liability if subcontracting from other source cannot be made without unreasonable costs or a significant loss of time.

A Party shall notify the other Party in writing without delay of a Force Majeure Event. The Party shall correspondingly notify the other Party of the termination of a Force Majeure Event.

12 Term of Contract and Termination

Unless terminated in accordance with these Conditions, the Agreement shall be valid for the period of execution of the Services.

Either Party may with immediate effect terminate the Agreement at its sole discretion without prior notice to the other Party if

1. the other Party is bankrupt or insolvent;
2. the other Party makes an assignment for the benefit of its creditors;
3. a petition is filed against the other Party under any applicable bankruptcy law, a corporate re-organisation law, or any other law regarding relief of debtors or similar law analogous in purpose and effect and such petition is not set aside or dismissed within sixty (60) days from the date of the filing thereof;
4. the other Party is involved in dissolution proceedings;
5. there occur direct or indirect changes in the ownership of the other Party, or sale (direct or indirect) of the other Party or substantial part of its business or assets to an organisation, which is the terminating Party's competitor, without first obtaining the terminating Party's permission or consent in writing; or
6. a court decision or governmental activity requires such modification to the terms of the Agreement which is not reasonably acceptable to the terminating Party.

The section 5 above does not apply to situations involving members of the family controlling Kempower, or situations involving ownership changes within the Kempower group of companies.

Both Parties agree not to lodge claims for compensation against the other Party by reason of the termination or cancellation of the Agreement. However, claims due to invoices unpaid by the Customer in connection with deliveries of the Services and claims lodged by third parties against the Customer for damages (direct costs) directly resulting from late delivery of Kempower of the confirmed purchase orders - which default entitles the Customer to cancel the Agreement - may be lodged and will be paid. Both Kempower and the Customer shall try to minimise all damages and claims.

In any case, Kempower is entitled to payment for Services that are already delivered at the time of termination.

For the avoidance of doubt it is stated that nothing stated in this paragraph shall limit Kempower's use of subcontractors.

13 Governing Law and Dispute Resolution

The Agreement and all matters arising out of or in connection with the Agreement shall be interpreted, construed and governed exclusively in accordance with the laws of Finland without reference to its choice of law rules.

In the event no settlement can be reached by means of negotiations, any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof shall finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The arbitration shall take place in Helsinki, Finland. The arbitration shall be conducted and the arbitration award shall be given in the English or Finnish language.

The Parties have nevertheless right to claim for outstanding and undisputed receivables under this Agreement at competent court of defendant's domicile.

Either Party, before or during any legal proceedings, may apply to a court having jurisdiction for a temporary restraining order or preliminary injunction where such relief is necessary to protect that Party's interests in pending completion of the legal proceedings. For the sake of clarity, it is mentioned that nothing in this Contract shall be deemed to limit a Party's rights to seek interim injunctive relief or to enforce an arbitration award in any court of law.

14 Notices

Unless otherwise agreed in writing, all notices or other communication under the Agreement must be in English and in writing, and delivered in one of these four ways:

- (1) by hand;
- (2) sent by prepaid couriers;
- (3) sent by registered post; or
- (4) sent by email with a request for confirmation of receipt.

Notices and communication are effective when actually delivered at the address specified in the Agreement.

15 Contact Information

Kempower Oyj's Contact Information is:

Kempower Oyj
Hennalankatu 71
15810 Lahti FINLAND

info@kempower.com

support@kempower.com