

**Livion Oy**

**GENERAL TERMS OF SALE**

*Version: 10.10.2018*

**Applicability**

These terms are applied to agreements concerning sale, provision and delivery of Livion Oy's ("Livion") products and services ("products" or "services"), which Livion may conclude with a business, organization or a legal entity that purchases such products or services from Livion. An offer made by Livion is not binding until accepted by the customer. Unless otherwise agreed, a purchase order placed by the customer cannot be cancelled or changed without mutual agreement. A binding agreement can be made by (1) signing in writing or electronically an agreement, (2) accepting an offer Livion has provided to the customer, or (3) Livion's acknowledgement of an order placed by a customer. Offers, orders and order acknowledgements should be made in writing, at minimum by sending an email. Software, content or information provided through the internet by Livion (so called cloud software) are governed by Livion's applicable terms of use.

**Changes to prices and products**

Livion has a right to make changes to its products and services offering, their specifications and prices without that it affects already agreed orders.

Making changes to the terms, features and prices of the online software used to remotely control the key boxes are as provided in the applicable terms of use.

**Livion's general obligations**

Livion shall deliver the agreed products to the customer and perform its other duties and tasks in a professional manner and in accordance with good business practice.

Livion is not obliged to deliver any other products or perform any other services than those specifically defined in the agreement, its annexes or in a subsequent purchase order approved by Livion.

**Customer's general obligations**

Customer shall provide Livion with such information and co-operation as Livion reasonably requires to perform its tasks and duties under an agreement,

which may include for instance providing access to information and making necessary decisions promptly. Specific customer responsibilities may be described in the agreement, its annex or in a purchase order concluded during the term of the agreement.

**Schedule and delivery times**

If the parties have agreed on specific schedules or dates for the provision of Livion's services and delivery of products, the parties understand and agree that such dates are only best estimates, unless specifically described as binding in the agreement. However, Livion agrees to use diligent efforts in estimating such delivery and completion dates as well as to meet such dates. Livion is not responsible for any damages caused by delayed deliveries.

**Defects and limited warranty**

In the event of defects in the products, Livion's only obligation (and customer's sole remedy) is, at Livion's option, to repair or replace such products that have a warranty defect (as specified in this section), provided that the customer notifies Livion of the defect in writing during the warranty period.

The warranty period for products is twenty-four (24) months from the date of the shipment or departure from Livion premises. A product has a warranty defect if it is in non-conformance with what was agreed. Normal wear and tear does not constitute a warranty defect.

The customer must itself evaluate whether the product or service fits its purposes prior to concluding an agreement with Livion, so Livion is not responsible for the products or services being fit for customer's specific purposes. The online-based software for remotely controlling the Livion key boxes does not have any warranties for its operation or function.

The customer must inspect the product promptly after receiving it. The customer must notify about defects in the products in writing (e.g. email) as soon as it becomes aware of the defect, but anyhow during the warranty period. The customer is responsible for the shipping or delivery costs relating to returning a defective product to Livion. The limited warranty provided in this section does not apply to defects arising out of or relating to accidents, misuse, misapplication, neglect or if the product was not installed, used, maintained or stored in accordance

with Livion's instructions. Livion does not have any other obligations for defects in products than those specified in this section. Livion is not responsible for any damages, liabilities or losses arising out of or relating to use of a defective product, or, use of or inability to use Livion's products or services (incl. online-based software for remote control of the key boxes). Notwithstanding the foregoing, this section does not limit such liabilities that Livion may have according to mandatory provisions in applicable product liability laws.

### **Prices, expenses and payment terms**

The prices for products and services are specified in the agreement, its annex, in an offer or in Livion's price list. The parties aim to agree on prices when concluding an agreement. If the parties have not agreed on prices for products and services, Livion's price list in force at the time of concluding the agreement shall apply. All prices are exclusive of value added tax, which shall be added and payable by the customer in accordance with applicable tax laws in force from time to time. Unless otherwise agreed, the customer pays the delivery costs. Unless otherwise agreed, the customer is responsible for the risk of loss or damages during the delivery. The ownership to products and licenses to software transfers to the customer upon full payment. If the agreement contains services and Livion is required to travel, acquire materials or licenses for the performance of its tasks and duties, then Livion is entitled to invoice such costs from the customer to the factual expenses, provided that the customer has approved the travel or purchases in advance. Unless otherwise agreed, products are invoiced in advance and services on a monthly basis. The payment term is 14 days from the date of the invoice. The interest rate for delayed payments is 11 % per annum.

### **Intellectual property rights and licenses**

The agreement between the parties is not an agreement for transferring intellectual property rights from Livion to the customer. Livion (or its licensor) shall remain the sole and exclusive owner of all intellectual property rights relating to products, services and other deliverables of Livion and the customer is only granted a limited, non-exclusive license to use in its internal business operation the intellectual property rights that are incorporated or embedded into Livion's products, services and other deliverables. The customer is not entitled to sell, assign or re- or sublicense its rights to third parties.

### **Confidentiality**

A party shall not disclose to anyone any confidential information received from the other party and may not use such information for any other purpose than for furthering its obligations under an agreement. A party shall limit access to the confidential information received from the other party to such of its employees or subcontractors as may be directly involved in the subject matter of an agreement and to no other employees or subcontractors. These confidentiality obligations shall remain valid for five (5) years after termination or expiration of an agreement.

Notwithstanding the foregoing, Livion may be required to disclose information to an authority or a court, for instance for preventing and investigating frauds or other crimes, and the customer accepts these disclosures.

### **Privacy**

If Livion is considered in its performance of contractual obligations a data processor in relation to its customer, the data controller (as defined in the EU General Data Protection Regulation), then Livion's data protection terms are also applied.

As a data controller, Livion collects and processes personal data in accordance with its privacy policy in force from time to time. Livion's privacy policy is available at Livion's website.

### **Limitation of liability**

Livion is not responsible or liable for any indirect, consequential or incidental damages, costs or losses (including without limitation any damages for business interruption, loss of use, data, revenue, profit or third party claims) arising out of or relating to violation of these terms, contract breaches or the use of or inability to use Livion's products, services and software.

The liability of Livion to customer in respect of any claim for loss, damage, cost or expense that is attributable to a specific order, shall in no event exceed in the aggregate a sum equal to 30 % of the amount paid by customer for the products and services (excluding VAT) relating to the order.

Regarding services or software that is invoiced (or priced) on a monthly basis, Livion's liability to customer in respect for any claim for loss, damage, cost or expense shall not exceed in aggregate the sum paid by the customer (excl. VAT) for the services or software within the 2-month period prior to making first claim for damages.

Furthermore, in no event shall Livion's aggregate liability relating to all breaches of contract exceed a sum equal to 30 % of the average annual purchases (excl. VAT) made by the customer during the term of the agreement. These limitations of Livion's liability are applied to the fullest extent permitted by mandatory provisions of applicable laws.

Any damages or monetary compensation must be claimed by the customer no later than three (3) months after the customer became aware of the cause for the claim, with the risk of otherwise losing its right to claim any damages or monetary compensation based on breaches of agreement.

#### **Term and termination**

A purchase order or an agreement for purchasing goods cannot be cancelled or terminated for convenience, unless otherwise specifically agreed.

Unless otherwise agreed, an order or agreement for the provision of services is in force and valid until both parties have completed their contractual duties.

A user right for the online-based Livion Key remote control software is in force and valid as specified in the applicable terms of use.

A party is also entitled to terminate an agreement in whole or in part in the event that the other party fails to comply with any material term of an agreement or these terms, provided that such failure is not remedied within fourteen (14) days after the notice of the breach, if the breach was curable.

#### **Applicable law and dispute resolution**

The agreement, these terms, the use of products and services as well as any purchase order placed by the customer and accepted by Livion are governed by the laws of Finland, without regard to its conflict of laws rules and principles.

Any dispute arising between the parties will be settled by amicable settlement. Failing amicable settlement

within thirty (30) days of the dispute being referred to the settlement, the dispute will be finally settled by arbitration in accordance with the Arbitration Rules of the Finnish Central Chamber of Commerce by one (1) sole arbitrator appointed in accordance with those Rules. The arbitration shall be held in Helsinki, Finland and the arbitration proceedings shall be conducted in English. The Parties agree to keep confidential all information, documents and material relating to the arbitral proceedings as well as the arbitration award. Livion shall, however, have the right to bring up any claim, related to an Agreement and based on a due receivable from the customer, in the district court where the customer is domiciled or in any other district court in customer's jurisdiction.

#### **Other terms**

Livion is entitled to employ subcontractors to fulfill its obligations under an agreement and it is liable to customer for all acts of its subcontractors as for its own acts.

Livion shall not be deemed to be in breach of an agreement, or otherwise be liable to customer, for any failure to perform, or any delay in performance, caused by a reason beyond Livion's control (force majeure events).

Unless otherwise agreed, a party does not have the right to transfer an agreement or rights and obligations related to it, entirely or partly, to a third party without the other party's prior written acceptance. However, a party may assign an agreement or rights and obligations related to it without the other party's acceptance in connection with any merger, sale of business or similar transaction.

These terms and the additional agreed upon terms in an agreement contain the entire agreement between the parties and supersede all prior communication, discussions and agreements relating to the subject matter. All changes to an agreement must be made in writing.

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**Livion Oy** | Business ID: 2417101-5 | [www.livion.fi](http://www.livion.fi)  
Rantakatu 7, 67100 Kokkola, FINLAND

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