

General Terms and Conditions of Sale from 1 January 2024

1. Scope

These general terms and conditions of sale apply between Lappia-Koulutus Oy and the Customer in relation to the services performed by Lappia-Koulutus Oy for the Customer (hereinafter "Services") and the Contracts regarding the delivery of Services.

If the Services include the sale of physical products, these general terms and conditions of sale also apply to the products as applicable.

2. Definitions

"Customer" means the customer specified in the offer, order, or Contract for the sale of Services.

"Services" means the services provided to the Customer specified in the Customer's order, in Lappia-Koulutus Oy's offer and/or in the Contract, including any physical products included in the services.

"Contract" means the contract between Lappia-Koulutus Oy and the Customer regarding the provision of Services, including all its appendices. The Contract can be drawn up as a separate contract document, in which case the Contract is concluded as agreed in the contract document. If a separate contract document is not drawn up, the Contract is concluded when the Customer's written order corresponds to Lappia-Koulutus Oy's offer or Lappia-Koulutus Oy confirms the Customer's order in writing. A Contract is also concluded when the Customer orally, by phone or e-mail orders e.g. a service, even if the order is not confirmed in writing. If such an order is confirmed in writing, the Contract will only come into existence upon written confirmation. In addition, a Contract is concluded when the Customer registers for the Service through the registration channel used by Lappia-Koulutus Oy.

"Written" means a paper or electronically signed document or an e-mail delivered by Lappia-Koulutus Oy/the Customer's competent contact person.

3. Entry into Force, Application, and Validity of the Contract

The sale of services becomes binding on Lappia-Koulutus Oy only when the Contract has been concluded. The Contract is considered to have been concluded when the Customer and Lappia-Koulutus Oy have signed the contract or when the Customer has accepted the offer made by Lappia-Koulutus Oy. The term Parties is used below for the Customer and Lappia-Koulutus Oy together.

The validity of the Contract ends when the Services have been performed unless the Parties agree otherwise in writing.

4. Insurances

Lappia-Koulutus Oy is responsible for ensuring that it has the usual insurance coverage necessary for the performance of the Services.

If the Services are performed at the Customer's premises or using the Customer's work equipment, the Customer must maintain adequate liability insurance at its own expense, which covers the Customer's responsibilities and risks included in the Contract between the Parties.

5. The Customer's Obligation to Contribute

The Customer has the obligation to contribute to the implementation of the service task according to the Contract regarding all such factors that are within the Customer's control. The conditions for performing the services cannot be changed in such a way that the other Party incurs costs or other inconvenience. If the performance of the Service according to the Contract is interrupted due to the Customer's lack of contribution, Lappia-Koulutus Oy has the right to terminate the Contract in accordance with the terms in section 17.

6. Price and Payment Terms

The parties agree on the price of the Services in the Contract. Value added tax according to the applicable value added tax rate is added to the price. If the taxes or fees set by the authorities change, Lappia-Koulutus Oy has the right to change the prices accordingly.

The prices do not include travel, accommodation or per diem expenses, unless otherwise agreed separately. Travel, accommodation and per diem expenses are charged in accordance with the recommendations of the tax administration. Travel will be charged according to the actual travel time at the agreed hourly rate, unless otherwise agreed.

The payment term is 14 days from the delivery of the net invoice to the customer unless the Parties have agreed otherwise in the Contract. Lappia-Koulutus Oy has the right to send an invoice when the Customer has accepted the offer for the Service or when the Customer has registered for the Service. Delayed performance will be charged interest in accordance with the Interest Act. Complaints on the invoice must be made by the due date.

7. Intellectual Property Rights

All copyrights and other intellectual property rights related to materials, presentations, drawings, definitions, manuals, instructions, and plans prepared by Lappia-Koulutus Oy and/or its employees or other experts ("Background Material") remain the property of Lappia-Koulutus Oy or as the exclusive property of those parties.

The research material collected for the Service referred to in the Contract (survey, measurement, etc. data, information search results), including various recordings, remains under the control and ownership of Lappia-Koulutus Oy after the Service has been completed, unless there is an obstacle based on regulations, or unless separately agree otherwise.

The customer does not have any right to the materials mentioned in this section 7 above, unless Lappia-Koulutus Oy and the customer expressly agree otherwise in writing in advance.

New reports and other results to be handed over to the Customer ("Service results") that may arise during the execution of the Service are the property of the Customer, unless otherwise agreed in the Contract. Lappia-Koulutus Oy has the right to keep duplicate copies of the Service results handed over to the Customer and use them in its own operations.

Lappia-Koulutus Oy has the right to use the Customer as a reference in its marketing unless the Parties agree otherwise in writing in advance.

8. Error and Delays

If the Service is not in accordance with the Contract, Lappia-Koulutus Oy undertakes to correct the errors in the Service free of charge. If the customer incurs justified damage due to reasons for which Lappia-Koulutus Oy is responsible, Lappia-Koulutus Oy will reimburse the customer a maximum of 5% of the price of the services.

If the performance of the Services is delayed for reasons solely the responsibility of Lappia-Koulutus Oy and it is not a case of force majeure, and the delay has caused justified damage to the Customer, Lappia-Koulutus Oy will reimburse the Customer 0.5% of the price of the Services for each full week of delay, however always a maximum of 5% of the Services of the price. The above mentioned is the only means of compensation for delay situations.

If the performance of the Services is delayed due to the sudden illness of a person under the employment contract of Lappia-Koulutus Oy or a subcontractor and it is not a force majeure, the amount of compensation to be paid to the Customer is 0.5% of the price of the Services for each full week of delay, however no more than 2% of the price of the Services.

9. Responsibility for the Service

Lappia-Koulutus Oy is responsible for ensuring that it has the expertise, care, knowledge, and experience necessary to fulfill its obligations under the Contract between the Parties, and that it performs the Services carefully and professionally.

10. Changes to the Services

If the Customer requests to make changes and/or additions to the Services in accordance with the Contract or in connection with their performance, the Parties undertake to negotiate in a good spirit about the requested changes. All changes and/or additions must be agreed upon expressly and in writing to be valid. The possible effects of

changes and/or additions on the schedule, price and other conditions are agreed upon simultaneously and in writing between the Parties.

Lappia-Koulutus Oy has the right to change the person performing the Services for a justified reason and to replace him with another person without the Customer's separate approval, provided that this does not result in a significant change to the content of the Services and that the replacing person has sufficient expertise to provide the Service.

11. Subcontractors

Lappia-Koulutus Oy has the right to use subcontractors and/or co-operation partners in the performance of the Services without the Customer's consent. Lappia-Koulutus Oy is responsible for the performance of the subcontractors it uses towards the Customer in accordance with these general sales conditions.

12. Confidentiality

All material, documents, presentations, definitions, technical information and other information and materials that Lappia-Koulutus Oy has given to the Customer in connection with the Services are given to the Customer for their exclusive use, and the Customer has no right to disclose the fore-mentioned information to third parties without Lappia-Koulutus Oy's prior written approval, excluding the results of the Service.

The Customer acknowledges and accepts that in connection with the performance of the Services, research and development work may occur, the nature of which may require the disclosure of information comparable to a trade secret to the authors of the research, students and/or their supervisors. This information is treated as confidential.

The obligation of confidentiality set forth in this section 12 continues even after the termination of the Contract between the Parties.

13. Force Majeure

Neither Party is responsible for delays or damages caused by force majeure and reasons beyond the control of the Party, such as war, terrorism, fire, strike, pandemic, epidemic, or other exceptional circumstances beyond the control of the Parties, which significantly complicate the fulfillment of the obligations of the Contract and which the Party has not been able to take into account in advance and the damage caused by which the Party has not been able to reasonably eliminate.

In case of force majeure, the Party must inform the other Party about the situation without undue delay. After this, the performance date of the Services will be moved within a reasonable time frame so that Lappia-Koulutus Oy has the opportunity to complete the Services to be produced.

14. Other Terms

Rights and obligations according to the Contract cannot be transferred to a third party without the prior written consent of the other Party.

All changes to the Contract must be made in writing and approved by both Parties.

The fact that a Party fails to invoke one of its rights under the Contract or fails to use its right to make demands against the other Party does not mean that the Party waives its right to invoke the right it previously failed to use in the future as well.

15. Suspension of Service and Procedures

The Service can be canceled free of charge until the last day of registration for the Service. If it is a commissioned training, the service cannot be canceled free of charge after the offer has been accepted.

If the Service is canceled after the last day of registration or acceptance of the offer, but before the start of the service, Lappia-Koulutus Oy will charge 50% of the total price of the Service.

If the cancellation takes place after the Service has started, the total price of the Service must be paid in full. Lappia-Koulutus Oy charges the full amount of the Service also when the customer fails to come to the training or interrupts the

training. A significant change in the time or location of the training due to Lappia-Koulutus Oy entitles cancellation free of charge.

16. Termination of the Contract

If a Party substantially violates the terms of the Contract, the other Party has the right to terminate the Contract. Lappia-Koulutus Oy has the right to cancel the contract if the Customer is apparently insolvent or is declared or filed for bankruptcy. In order to establish the appearance of insolvency, a statement that can be considered sufficient taking into account its quality and circumstances is sufficient. If the Customer has delayed payment for more than 30 days, Lappia-Koulutus Oy has the right to consider the Customer insolvent. Both contracting parties have the right to terminate the contract if the fulfillment of the contract becomes impossible or is significantly delayed due to the continuation of force majeure. If the Customer substantially violates the terms of the contract, Lappia-Koulutus Oy has the right to suspend the work instead of termination until it is seen whether the breach of contract leads to the termination of the contract. If the contract is terminated, the Customer will in all cases compensate the work and other expenses performed by Lappia-Koulutus Oy up to the date of termination of the contract or until the time of termination of the work, if the work is performed after the date of termination of the contract.

17. Liability for damages

The parties have the right to receive compensation for the costs and damages caused by the breach of the Contract if the breach of the Contract is caused by the other Party or a reason for which it is responsible. Lappia-Koulutus Oy's liability is at most the amount of the debit of the part of this contract on the basis of which the damage occurred. In all cases, Lappia-Koulutus Oy's liability is limited to a maximum of 5% of the amount of fees paid by the Customer to Lappia-Koulutus Oy in the period before the damage occurred. Lappia-Koulutus Oy is not responsible for damages resulting from reduced production or other loss of income or profit that has not been received, nor for other damages that are difficult to foresee or other indirect damages.

Liability limitations do not apply, however, if the damage has been caused intentionally or through gross negligence. If the Services include physical products, the provisions of the Product Liability Act in force at any given time will be complied with in the parts applicable to the Contract.

18. Applicable law and dispute resolution

Finnish law is applied to the Contract, excluding conflict-of-law rules under international law.

Disputes between the Parties concerning the Contract are primarily resolved through mutual negotiations between the Parties. If the Parties cannot reach an agreement on the matter, the disputes concerning the Contract will be settled definitively in the arbitration procedure according to the rules of the Central Chamber of Commerce Arbitration Board. The arbitration will be held in Kemi/Tornio. The arbitrator is appointed by the Arbitration Board of the Central Chamber of Commerce and the arbitration court is formed by one (1) arbitrator. The arbitration procedure is conducted in Finnish.