

MARIOFF CORPORATION OY
GENERAL TERMS AND CONDITIONS OF SERVICE

1. DEFINITIONS

These General Terms and Conditions of Service shall be the basis for all Service of HI-FOG® Systems provided by Marioff to the Purchaser and in this context the following expressions shall have the following meanings:

“Aborted Visit Charge”	shall mean Marioff’s charge for its visit to the Site which is wasted because the Purchaser does not let Marioff carry out any Services.
“Call Out”	shall mean an unscheduled Services visit asked for by the Purchaser.
“Call Out Charge”	shall mean Marioff’s basic rate charge (for visits during Normal Working Hours) or Marioff’s premium rate charge (for visits outside Normal Working Hours) for coming to the Purchaser’s Site on a Call Out, in each case as current at the time of visit.
“Contract”	shall mean the specific written agreement under which Marioff supply Services. The Contract is made up of the present General Terms and Conditions of Services, Marioff’s Quotation describing the System and scope of the Services, price list and any other documents agreed to by the Parties relating to the Services.
“Contract Date”	shall mean the date shown on the Contract on which the Parties sign.
“Marioff”	shall mean Marioff Corporation Oy and, when the context shall require, its affiliates.
“Minimum Service Charge”	shall mean the minimum amount the Purchaser must pay Marioff for coming to the Purchaser’s Site for a contracted Services visit as specified in the Quotation.
“Normal Working Hours”	shall mean eight (8) hours per day for five (5) days excluding week ends and public holidays in Finland and in the country where the Services are provided.
“Party”/“Parties”	shall refer to Marioff and/or the Purchaser, as the case shall be.
“Purchaser”	shall mean the company, entity or individual described in the Contract.
“Quotation”	shall mean a written statement providing details of Marioff’s System and scope of the Services, charges and other Contract terms.
“Report”	shall mean a report showing the System(s) inspected and/or worked on by Marioff and any refills, spare parts, components or other equipment Marioff has supplied in connection therewith.
“Services”	shall mean the Services to be supplied by Marioff as specified in the Marioff Quotation and any other Services provided pursuant to the terms of the Contract.
“Site”	shall mean the address shown on the Contract where the System is located.
“System”	shall mean the fire protection system as defined in Marioff’s Quotation.

2. MARIOFF’S OBLIGATIONS

- 2.1. Marioff will come to the Site to carry out Services to the System.
- 2.2. Marioff will carry out such work to the System and replace such components as may be required.
- 2.3. Marioff will carry out Services during Normal Working Hours and in accordance with the Contract.
- 2.4. Marioff will carry out all Services with reasonable skill and care in accordance with good industry practice.
- 2.5. The dates of the visits shall be agreed upon by the Parties at least one (1) week before the visit. Once agreed, the visit shall be made according to the timetable set without undue postponement. Marioff’s subsequent visits will be made the number of times per year specified in the Contract.
- 2.6. If the Services are not carried out on the due dates or in accordance with the Contract the Purchaser must give Marioff the opportunity to carry out the Services by giving a thirty (30) days’ written notice.
- 2.7. Marioff will carry out additional work relating to the repair and/or upkeep of the Purchaser’s Systems as requested by the Purchaser. The Purchaser will be charged in accordance with Quotation.
- 2.8. After each Services visit, including a Call Out, Marioff will issue a Report to show the condition of the System that has been inspected and/or serviced.
- 2.9. Marioff will tell the Purchaser if any System is faulty and give a Quotation for replacing or repairing it. Marioff reserves the right to provide further Services in respect of any part of the System if the Purchaser does not accept the Quotation or does not let Marioff carry out the necessary work.
- 2.10. Notwithstanding the above Marioff shall always have the sole right to decide whether it is preferable to carry out the Call Out repair work by giving advice by telephone, fax or e-mail or to provide the services on site. Should the Parties disagree on the need or not to send a service

technician/engineer to the Purchaser’s site, Marioff shall have right to decline to carry out the repair work.

- 2.11. Spare parts sold or otherwise provided in relation to the Contract shall be guaranteed for a period of twelve (12) months from the date of the invoice. During the warranty period, Marioff undertakes upon written request of the Purchaser to, at Marioff’s discretion, repair, replace or refund the price of any spare parts delivered which can be proved to be damaged due to bad material, faults in design, poor workmanship or which fail to meet the Specifications. However, the warranty shall not be effective and shall not be relied upon by the Purchaser in the event of:
 - (i) the spare parts having been at any time, during the period beginning with their delivery stored, handled, transported, installed, maintained or operated in a manner inconsistent with Marioff’s then current technical requirements including without limitation its water specifications for the System, the standard instructions (or in the absence thereof, in accordance with generally accepted practices in the industry) or the alleged defect having been caused by accident, neglect or events beyond Marioff’s control occurring after delivery of the spare parts; or
 - (ii) normal wear and tear; or
 - (iii) use or conditions affecting the operation of the spare parts which are unusual or not reasonably foreseeable in relation to the conditions of use of operation provided for in the Contract; or
 - (iv) use of the spare parts in connection with non-Marioff parts, spares or materials which have not been approved expressly by Marioff; or
 - (v) repairs, alterations or customisation carried out without Marioff’s written consent or faulty repairs executed by others than Marioff.

3. THE PURCHASER’S OBLIGATIONS

- 3.1. The Purchaser will pay for the Services that have been agreed upon and as described in the Quotation. More information on Marioff’s charges and payment terms is set out in Paragraph 5 and in the Quotation.
- 3.2. The Purchaser will give Marioff access to the Site at all reasonable times so that the obligations can be performed. The Purchaser shall immediately notify Marioff if the former is unable to provide the needed free access to the System thus preventing Marioff to carry out the maintenance at the agreed time.
- 3.3. The Purchaser must inform Marioff about any changes which affect or may affect the System at the Site; for example, extensions to the Site, changes to the fabric of the building or changes to the internal layout.
- 3.4. The Purchaser must provide, at its cost, all access equipment that may be needed in order to carry out the Services (e.g. ladders, scaffolding) and also ensure that such access equipment is safe. The Purchaser is responsible for ensuring compliance with all health and safety laws and regulations applicable at the Site, including those relating to electrical safety or working at heights. The Purchaser shall ensure that Marioff’s personnel is informed of any safety regulations in force at the place where the maintenance or repair is carried out.
- 3.5. The Purchaser should use and maintain the System according to the instructions on it or supplied with it at time of delivery and communicated thereafter by Marioff. The Purchaser shall keep a logbook of the operation of the System and present it to the representative of Marioff upon request. The Purchaser shall provide the technical documentation (e.g. up to date drawings, descriptions, charts and instructions) in its possession, which is necessary for carrying out the agreed or needed maintenance or repair.
- 3.6. Please note that while Service of the System is being carried out the System may not be fully operational and so during this time the Purchaser should make suitable alternative arrangements to ensure he has effective protection in the event of fire as required by applicable legislation.

4. DURATION

The Contract starts on the Contract Date and is valid for the period defined in in the Quotation (if any). If no such term is defined, the Contract shall be valid until further notice unless it is terminated in accordance with Paragraph 6 below.

5. PRICE & PAYMENT

- 5.1. The Purchaser must pay the price specified in the Quotation in respect of each visit Marioff makes to the Site to carry out Services to the System. The cost of any components used during Services will be charged at the rate described in this Contract, or in the absence of any such agreement, at Marioff’s then current rates.
- 5.2. Unless otherwise stated in the Quotation, prices are net. Insurance and other costs, if any, will be charged additionally. Value Added Tax and similar taxes, levies or duties will be added at appropriate rate, where applicable. For components prices are on the basis of EXW Kerava (Incoterms 2010) delivery, additional costs will be added separately.
- 5.3. Except where otherwise stated in the Contract, all charges for Services must be paid within thirty (30) days of the date of invoice.

MARIOFF CORPORATION OY
GENERAL TERMS AND CONDITIONS OF SERVICE

- Should the Marioff's engineer/technician be on Site and should its performance be suspended or delayed, through no fault of Marioff, the waiting time shall be calculated as if the engineer/technician were performing the service. Furthermore, the Purchaser shall be liable for any costs incurred by Marioff due to the delay, the rescheduling or the cancellation of the Services.
- 5.4.** Call Out: For Call Out Charges in relation to the System please refer to the Quotation.
- 5.5.** Price Changes: Unless expressly specified otherwise in Quotation, Marioff may change the charges shown on the Contract for Services on or after the first anniversary of the Contract Date. The revised charges will be shown on Marioff's subsequent invoice. This invoice will be Marioff's notice to the Purchaser of Marioff's new charges.
- 5.6.** If any payment under the Contract shall become overdue, Marioff may (without prejudice to any of its other rights) charge interests on the overdue amount at a rate of twelve percent (12%) per year both before and after judgment. Payment of such interest does not release the Purchaser from its obligation to make payments on the agreed dates.
- 6. SUSPENDING OR ENDING THE CONTRACT**
- 6.1.** Marioff has the right to withdraw all or any of its Services or end the Contract with immediate effect if the Purchaser:
- (i) is in material breach of its obligations and the Purchaser has failed to remedy such breach within thirty (30) days after having received a written notice from Marioff to remedy its breach; or
 - (ii) has failed to accept Marioff's Quotation for repairing or replacing any System in accordance with paragraph 2.9 above.
- 6.2.** The Purchaser has the right to end the Contract with immediate effect if Marioff is in material breach of its obligations and Marioff has failed to remedy such breach within thirty (30) days after having received a written notice from the Purchaser to remedy its breach.
- 6.3.** Each Party shall have the right to terminate this Contract immediately upon written notice in the event that the other Party becomes insolvent, is declared bankrupt, starts debt restructuring or is placed into liquidation.
- 6.4.** Marioff or the Purchaser has the right to end the Contract without cause by giving the other Party at least thirty (30) days written notice.
- 7. CONSEQUENCES OF ENDING THE CONTRACT**
- If the Purchaser ends the Contract without giving Marioff any or sufficient notice under Paragraphs 4 and 6, or if Marioff ends the Contract for a reason set out in Paragraph 6.1, the Purchaser must pay to Marioff for all Services rendered and costs incurred by Marioff in relation to the present Contract.
- 8. LIMITS OF LIABILITY**
- 8.1.** This Paragraph 8 sets out Marioff's entire financial liability (including any liability for the acts or omissions of Marioff's employees, agents and sub-contractors) to the Purchaser in respect of:
- (i) any breach of the Contract;
 - (ii) any use made by the Purchaser of the Systems or any equipment or any part of them; and
 - (iii) any representations, statements or act or omission (including negligence) arising under or in connection with the Contract.
- 8.2.** All warranties, conditions and other terms implied by statute or applicable law are, to the fullest extent permitted by law, excluded from the Contract.
- 8.3.** Nothing in these conditions or in the Contract limits or excludes Marioff's liability for:
- (i) death or personal injury resulting from negligence; or
 - (ii) any damage or liability incurred by the Purchaser as a result of fraud or wilful misconduct by Marioff.
- 8.4.** Subject to conditions 8.2 and 8.3 above, Marioff shall not be liable for any loss of profits, loss of business, reduction of goodwill, loss of contracts, corruption to data or information, or any special, indirect, consequential or purely economic loss, costs, damages, charges or expenses.
- 8.5.** Notwithstanding anything to the contrary in the Contract or in any other documents exchanged or signed by the Parties and to the fullest extent permitted by law, the aggregate liability of Marioff and its affiliates, officers, employees and representatives to the Purchaser, whether in contract, tort (including negligence) or otherwise in connection with the Contract shall be limited to the amount of one-hundred thousand Euros (€100,000).
- 8.6.** Marioff will have no liability to the Purchaser, and the Purchaser shall have no rights against Marioff, for any delay caused by Marioff in performing or complying with or any failure by Marioff to perform or to comply with any obligation hereunder or the term of the Contract to the extent that such delay or failure is attributable to any of the Purchaser's acts or omissions or those of any of the Purchaser's employees, agents or contractors, including any breach by the Purchaser of any obligation hereunder or the term of the Contract.
- 8.7.** If the Purchaser has any claim against Marioff under the Contract a written notice must be given to Marioff as soon as is reasonably practicable.

9. FORCE MAJEURE

Marioff will make every effort to keep to its obligations under the Contract. However, if Marioff cannot keep to its obligations under the Contract because of circumstances beyond its reasonable control, Marioff will give a written notice of those circumstances to the Purchaser. If Marioff still is unable to keep to its obligations after three (3) months from the date of its first notice to the Purchaser, the Purchaser or Marioff has the right to end the Contract by giving written notice to the other Party. If this happens the Purchaser will only have to pay the charges for work carried out by Marioff under the Contract.

10. PROTECTION OF PERSONAL INFORMATION AND PRIVACY

10.1. To the extent that the products and/or services being provided require the collection of Personal Information (information and data exchanged in connection with the Contract subject to these Terms that is related to any identified or identifiable natural person or, to the extent of a conflict with applicable law, which is subject to any applicable data privacy laws) to function as intended, both parties will comply with applicable data privacy laws as pertaining to Personal Information processed in connection with activity under the Contract subject to these Terms. The Parties will take all reasonable commercial and legal steps to protect Personal Information against undue disclosure.

10.2. If Purchaser provides Marioff with any Personal Information, Purchaser will ensure that it has the legal right to do so. Purchaser will provide notice to the individuals whose Personal Information it has provided to Marioff prior to providing it to Marioff. Marioff may share Personal Information with Marioff's service providers but only in accordance with applicable data privacy laws and with appropriate protections in place. Marioff may store Personal Information on servers located and accessible globally by UTC entities and their service providers with appropriate protections in place.

10.3. To the extent that Marioff processes Personal Information under the Contract, Marioff will retain the Personal Information for the term of such agreement and thereafter as may be required by such agreement, to protect Marioff's legal rights, or as may be required or permitted by law and/or audit requirements. To the extent that Marioff processes the Personal Information for purposes separate and apart from the Contract, Marioff serves as a controller and assumes legal obligations as a controller, including for defining the appropriate retention period.

10.4. If the Personal Information is involved in a Data Breach Incident (set of circumstances that involve actual or a reasonable possibility of unauthorized access to or possession of, or the loss or destruction of, Personal Information), the party on whose system the data was stored is responsible for any notifications and associated costs. Unless prohibited by law or a regulator with jurisdiction over a party, the party making the notification shall make reasonable efforts to coordinate with the other party to allow for input into the content of a notification before it is made.

10.5. While performing under the Contract, if a Party learns of any:(i) complaint or allegation indicating a violation of the applicable data privacy laws regarding Personal Information; (ii) request from one or more individuals seeking to access, correct, or delete Personal Information; or (iii) inquiry or complaint from one or more individuals in relation to the processing of Personal Information, the party will exercise reasonable efforts to promptly notify the other party in writing, except to the extent prohibited by law, law enforcement, or a regulator with jurisdiction over such party. The Parties shall provide reasonable commercial assistance to each other in investigating the matter, identifying the relevant information, preparing a response, implementing a remedy, and/or cooperating in the conduct of and defending against any claim, court or regulatory proceedings.

10.6. Marioff has a privacy notice for [websites](#) which describes Marioff's practices related to personal information collected through its websites, unless there is a separate privacy notice for the website or mobile application. Marioff has a separate [General Privacy Notice](#) that covers personal information that Marioff may collect and process separate and apart from its websites and mobile applications.

11. COMPLIANCE WITH EXPORT CONTROL REGULATIONS

11.1. If Purchaser transfers goods (hardware and/ or software and/ or technology as well as corresponding documentation, regardless of the mode of provision) delivered by Marioff or works and services (including all kinds of technical support) performed by Marioff to a third party, Purchaser shall comply with all applicable national and international (re-) export control regulations. In any event of such transfer of goods, works and services Purchaser shall comply with the (re-) export control regulations of Finland, the European Union and of the United States of America .

11.2. Prior to any transfer of goods, works and services provided by Marioff to a third party Purchaser shall in particular check and guarantee by appropriate measures that:

- (i) there will be no infringement of an embargo imposed by the European Union, by the United States of America and/ or

MARIOFF CORPORATION OY
GENERAL TERMS AND CONDITIONS OF SERVICE

- by the United Nations by such transfer, by brokering of contracts concerning those goods, works and services or by provision of other economic resources in connection with those goods, works and services, also considering the limitations of domestic business and prohibitions of by-passing those embargos;
- (ii) such goods, works and services are not intended for use in connection with armaments, nuclear technology or weapons, if and to the extent such use is subject to prohibition or authorization, unless required authorization is provided;
- (iii) the regulations of all applicable Sanctioned Party Lists of the European Union and the United States of America concerning the trading with entities, persons and organizations listed therein are considered.
- 11.3.** If required to enable authorities or Marioff to conduct export control checks, Purchaser, upon request by Marioff, shall promptly provide Marioff with all information pertaining to the particular end customer, the particular destination and the particular intended use of goods, works and services provided by Marioff, as well as any export control restrictions existing.
- 11.4.** Purchaser shall indemnify and hold harmless Marioff from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with export control regulations by Purchaser, and Purchaser shall compensate Marioff for all losses and expenses resulting thereof.
- 12. GENERAL**
- 12.1.** Marioff will supply the Services in accordance with the Contract. Any conditions specified by the Purchaser (whether or not these are contained in the purchase order) will not apply to the Contract unless Marioff has agreed to accept them in writing.
- 12.2.** The Purchaser cannot transfer its rights or obligations under the Contract without Marioff's written permission.
- 12.3.** No-one except the Purchaser or Marioff can take action to enforce the terms of this Contract.
- 12.4.** If Marioff decides not to enforce any of the conditions of the Contract or if Marioff delays in doing so that will not prevent Marioff from enforcing that, or any other term, or condition at a later date.
- 12.5.** Except for changes made by Marioff to its charges in accordance with these conditions, the Contract cannot be changed unless the Purchaser and Marioff agree to the change in writing.
- 12.6.** All notices given under the Contract will be treated as delivered if they are properly addressed and sent by post to, in Marioff's case its address shown in the Contract and, in the Purchaser's case its postal address.
- 12.7.** If Marioff decides to use a scanned copy of the Contract in any court action instead of the original then the Purchaser agree that the scanned copy of the Contract will be treated as if it were the original and unless the Purchaser can show that its validity is in serious doubt Marioff will not have to prove that the scanned copy is genuine.
- 12.8.** The Purchaser confirms that whoever signs the Contract on its behalf has the Purchaser's authority to sign it. If the Purchaser has not given its authority to the person named in the Contract and the Purchaser does not approve the Contract afterwards Marioff may suffer loss. Under these circumstances the person signing the Contract agrees to fully compensate Marioff for any losses and expenses Marioff suffers from not being able to enforce the Contract against the Purchaser.
- 12.9.** In the event of any inconsistencies between the various documents forming the Contract, the following order of precedence shall apply, whereas the first document shall prevail over the second one listed below and so on and so forth :
- (i) The Quotation;
- (ii) the present General Terms and Conditions of Service;
- (iii) any other document agreed to by the Parties relating to the Services such as Marioff's Quotation.
- 12.10.** This Contract is governed by Finnish law at the exclusion of its choice of law provisions and Finnish courts shall deal with any dispute under it.

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