



## TERMS AND CONDITIONS

### 1. APPLICABILITY

- 1.1. These terms and conditions apply to all offers and agreements between Marctica Oy (hereafter 'Consultant') and the Client, unless involved parties mutually agree to deviate from these terms and conditions.

### 2. THE OFFER & DESCRIPTION OF THE TASK

- 2.1. The task to be carried out by the Consultant are specified in the offer provided to the Client.
- 2.2. All offers by the Consultant have a validity of 30 days unless otherwise stated. The Consultant is not bound to an offer unless an acceptance of the offer by the Client has been received in writing within 30 days.
- 2.3. All prices in the offer are exclusive of applicable VAT, unless otherwise stated.

### 3. THE CONSULTANT'S RIGHTS AND DUTIES

- 3.1. The Consultant will perform the contracted tasks under the Agreement, incl. its appendices.
- 3.2. The Consultant agrees to act loyally and solely attend to the Client's interests.
- 3.3. Within the framework of the Agreement the Consultant is free to design and plan the execution of his/her services, incl. working hours and place of work. The Consultant is also free as to which persons are to perform the practical execution of the work.
- 3.4. The formation of an Agreement with the Client does not in any way restrict the Consultant's access to performing services for other clients.
- 3.5. The Consultant has the obligation to inform the Client if the Consultant foresees a conflict of interest in performing services for other clients.
- 3.6. Upon the conclusion of the task, the Consultant undertakes to return all materials handed over by the Client, and the Consultant will at the same time hand over all documentation, guidelines, etc. worked out by the Consultant as part of solving the task.

#### **4. THE CLIENT'S CONTRIBUTION**

- 4.1. During the performance of the task the Client agrees to make human resources, documentation, software, charts, premises, etc. available to the Consultant with a view to ensuring the Consultant the optimum conditions for solving the task.
- 4.2. The Client agrees to assist the Consultant in providing any information about the Client's business, which the Consultant happens to require to solve the task, incl. information about the technical, economic and organisational conditions.
- 4.3. The Client is responsible for the correctness of all material provided to the Consultant for solving the task.
- 4.4. The Client will appoint one or more persons who have authority to enter into commitments on behalf of the Client in relation to the Consultant.

#### **5. FEE, INVOICING & TERMS OF PAYMENT**

- 5.1. The fee for the Consultant's services is described in the offer provided by the Consultant to the Client.
- 5.2. The Consultant will submit his invoice monthly for services provided in the previous month and does so digitally (by email in PDF format).
- 5.3. Payment of fees does not include the Consultant's outlays or extraordinary expenses. For the purposes of this Agreement, outlays means inter alia:
  - Expenses in connection with necessary and documented transportation, travel, accommodation and meals;
  - Expenses in connection with materials, tools, software, sub-suppliers, certification etc. – subject to prior approval by the Client.
- 5.4. The Consultant's fee does not cover any extra work resulting from the Client extending the scope of the original task or changing its contents.
- 5.5. The Consultant's fee falls due for payment 14 days from the date of the Consultant's invoice.
- 5.6. In case of late payment, the Contractor has the right to increase the respective invoice amount with a 10% penalty.
- 5.7. The Consultant's fees and claim for refund of outlays and extraordinary expenses will be stated exclusive of VAT.
- 5.8. If payment is not made as specified, the Consultant is entitled to cease work until payment has been affected.

#### **6. INTELLECTUAL PROPERTY RIGHTS**

- 6.1. The Client will be entitled to use the material worked out in connection with the Consultant's solving the tasks, and he will hold title to the copies/samples produced and have the right to use and change the material.
- 6.2. The Consultant will retain all rights to his/her ideas and inventions as well as any materials he/she may have worked out, and he/she is entitled to apply ideas, inventions, know-how and materials when solving tasks for other clients.

- 6.3. In all respects the Client is responsible and liable that the work, which the Client has requested the Consultant to perform, does not infringe any third-party rights.

## 7. TIME SCHEDULES AND DEADLINES

- 7.1. If applicable, the parties will agree on a time schedule and deadline.
- 7.2. The Consultant may demand an extension of the time schedule agreed if the following circumstances cause a delay in solving the task:
- I. If, during the performance of the task, the Client extends the scope of the task or changes its contents.
  - II. If, in contravention of Clause 4, the Client fails to make human resources, documentation, software, charts, premises and information available to the Consultant during the performance of the task.
  - III. If any other advisors/consultants/suppliers do not supply their materials or provide their services within the contractual time limits thus preventing the Consultant from performing his/her tasks.
  - IV. If the Consultant or other named persons, who are to perform the task, are affected by documental illness and consequently have been unable to work.
  - V. If authorities fail to issue approvals, decisions or responses or supply materials or services within the time limits agreed.
  - VI. A public authority issues an order.
  - VII. Minimum a fortnight's extension of time for the purposes of holidaymaking, if the execution of the task stretches over a period which includes the months of June and July.
  - VIII. In case of other events beyond the Consultant's control and which he did not foresee or ought to have foreseen.

## 8. LIABILITY

- 8.1. The Consultant is not liable for any damage to the Client, unless this damage has been intentionally inflicted, or is the result of a serious failure on the part of the Consultant.
- 8.2. In case of liability of the Consultant, this liability in damages cannot exceed his/her Consultant's fee for performing the specific task, and this is irrespective of his/her being held liable for several individual claims. If the performance of the task is divided into phases, the Consultant's maximum liability in damages will be the fee for performing the specific phase of the task.
- 8.3. The Consultant's liability will cease 2 years from the conclusion of the task to which the error or omission relates.
- 8.4. The Client must complain in writing to the Consultant without undue delay after the time when the Client becomes aware or should have become aware of the existence of a possible liability in damages. If the complaint is not put forward in due time, the Client will lose his right to hold the Consultant liable in damages.

## 9. TERMINATION

- 9.1. The parties may terminate the Agreement at one month's notice for the first day of a month.
- 9.2. If the Agreement is terminated, the Consultant will be entitled to a fee for work performed up to the expiry of the notice period.
- 9.3. The Agreement ends with immediate effect on the day on which:

- I. one of the Parties is in (provisional) suspension of payment;
- II. one of the Parties has been declared bankrupt;
- III. one of the Parties has, by seizure, guardianship or otherwise lost the authority over its assets;
- IV. one of the Parties dissolved or an event occurred that resulted in the dissolving of the company;
- V. the Consultant or other named persons, who are to perform the task, dies.

## **10. CONFIDENTIALITY**

- 10.1.** The parties are mutually obliged to keep secret all information not universally known as well as any material about the other party.
- 10.2.** The parties are mutually obliged to keep secret all information not universally known as well as any material about the other party.
- 10.3.** This duty of secrecy covers employees, sub-suppliers and all other external advisors contributing to the performance of the task.
- 10.4.** This duty of secrecy also applies after completion of the task and after the expiry of the Agreement.

## **11. APPLICABLE LAW**

- 11.1.** The agreement is governed by Finnish law.
- 11.2.** Any disagreement or dispute between the parties as to the interpretation and scope of this Agreement is to be settled by a Finnish court in accordance with the general Finnish rules of law.