

General Sales and Contract terms and conditions

26.9.2017

1. General conditions

All services supplied by Kiwa Inspecta shall firstly be subject to; the Terms of Delivery laid down in the agreement between Kiwa Inspecta and the Client; secondly to the present General Sales and Contract Terms and conditions, and thirdly to applicable national general conditions for consulting (in Sweden: ABK 09, Allmänna bestämmelser för Konsultuppdrag inom arkitekt- och ingenjörsvetenskap; in Finland: KSE 2013 Konsulttöiminnan yleiset sopimusehdot). In other respects the national law in the country in question (where the agreement is made) will be obeyed.

In this general sales and contract terms agreement Kiwa Inspecta is used to describe Inspecta Oy, the Inspecta Group and its subsidiaries, depending on which Inspecta company the customer has made the contract with.

The scope and purpose of the commission shall be established on the basis of the specifications in the Terms of Delivery. Insofar as the scope and content of the commission may not be specified, Kiwa Inspecta shall carry out the measures that Kiwa Inspecta considers appropriate to the execution of the commission. Changes in the scope of the work shall be specified in writing and signed by both parties.

Kiwa Inspecta shall have the right to amend the general terms of delivery. The changes shall enter into effect one month after the publication on Kiwa Inspecta's website.

2. Inspecta's undertakings

Kiwa Inspecta shall perform the work in a professional manner and with the care and attention appropriate to the scope and purpose of the commission, or in line with detailed specifications. Kiwa Inspecta is responsible for supplying the labour, materials and equipment that is required for the performance of the commission and for the provision of which the Client is not responsible pursuant to the Terms of Delivery or to the provisions of Item 3.

Kiwa Inspecta is entitled to engage subcontractors for parts of the commission. In such cases, Kiwa Inspecta shall be liable for the work of such subcontractors as for its own.

3. The Client's undertakings

The Client is to ensure that Kiwa Inspecta is given the conditions to complete its commission efficiently by informing Kiwa Inspecta of any and all circumstances of significance to the commission in good time, by providing Kiwa Inspecta with all documents necessary to the performance of the commission, and by supplying Kiwa Inspecta with a location in which to carry out the work.

The Client is responsible for the safety during work at the Client's premises and/or involving the Client's property. The Client shall, for example, co-ordinate safety measures and inform Inspecta's staff of all applicable safety regulations prior to the commencement of the commission. Moreover, the Client is to adopt comprehensive safety measures to ensure that the working environment is safe and in line with the relevant legislation.

4. Confidentiality

Neither party may divulge to any third party information about the other party's business situation, operations, services or products. This provision does not, however, apply to information which is of public knowledge, is made known with the approval of the other party, is made known as a result of legal imposition or ordinance, is made known as a result of conditions of accreditation or notification.

The Client and its employees are hereby obligated to refrain from divulging to third parties any information pertaining to methods related to the commission delivery, and that any information obtained by the Client shall not be used for any purposes other than those specifically related to the Client's own business operations.

5. Liability

Kiwa Inspecta is not liable for damage resulting from any interruption in production or from other loss of revenue or from diminution of profits, or for other similar damage difficult to predict or other consequential damage.

Kiwa Inspecta is liable for direct damage to property or any personal injury caused to the Client due to Kiwa Inspecta's error or negligence in the accomplishment of the task according to the contract and these General Terms and Conditions.

The upper limit of Kiwa Inspecta's liability for damage is defined in the contract. If the contract does not contain such a stipulation, Kiwa Inspecta's liability shall in no case exceed the total remuneration Kiwa Inspecta was entitled to charge for the commission in question.

These restrictions do not however apply to cases involving malicious intent or gross negligence.

Faults or defects in Kiwa Inspecta's work shall be corrected free of charge by Kiwa Inspecta within a reasonable period on condition that such defects do not stem from errors on the part of the Client or his subcontractors, and that the Client informs Kiwa Inspecta of faults and/or defects in question in a verifiable manner and without delay and in any case not later than three (3) months of the completion of the commission. Non-observance of the deadline stated above shall cause the right to correction of faults, defects or damages by Kiwa Inspecta to lapse.

Should the performance of the commission, for which Kiwa Inspecta is responsible, be delayed, compensation shall only be paid in the event that the parties have expressly agreed to the same.

6. Pricelist

Kiwa Inspecta has a pricelist, which shall state the basic rates applicable to sale of services of the company, unless a special quote or an annual contract is applicable thereto. Kiwa Inspecta shall have the right to amend the services pricelist.

7. Invoicing- Payment

Payment shall be made in line with the payment plan which is specified in the Terms of Delivery. If there is no payment plan, Kiwa Inspecta shall be entitled to receive part-payment once a week for that part of the total fee equivalent to the value of the work performed. For commissions lasting less than one month, the Client will be invoiced on the completion of the commission.

In the absence of any statement to the contrary, invoices shall fall due for payment fourteen (14) days after invoice date. Should the parties disagree about any part of the invoice, the non-contested amount shall be paid. In the event of the late payment, penalty interest shall be charged in the amount of the base rate plus eight (8 (in Finland 7)) percentage points.

Should late payment cause Kiwa Inspecta to incur costs for reminders, debt collection or other legal measures, said costs will be invoiced to the Client. Additional work or deviations to the agreed work resulting from Kiwa Inspecta having received incorrect or incomplete information shall be invoiced in line with the Kiwa Inspecta pricelist applicable at the time of performance of the commission.

Should a reason arise, before or during the performance of the commission, to believe that the Client will be either unable or unwilling to fulfill the obligation to pay, Kiwa Inspecta shall be entitled to request security for payment. Should such be refused, Kiwa Inspecta shall be entitled to cancel the commission and recall any certificates issued.

8. Untimely termination

Both parties shall be entitled to terminate the contract in the event that the other party commit material breach of contract and fail to remedy the situation within thirty (30) days of having received written notification to do so from the injured party. The injured party is entitled to compensation.

Should the Client terminate the contract, Kiwa Inspecta shall be entitled to remuneration – in line with the price list applicable at that time – for such part of the commission as may have been completed up to the time of termination inclusive costs achieved by the preparation of the commission and other for example travelling costs.

Should Kiwa Inspecta terminate the contract, Kiwa Inspecta shall be entitled to compensation to the extent that the results of the work completed can be assumed to be of use to the Client. Compensation paid must, as a minimum, cover Kiwa Inspecta's costs.

9. Insurance

Both parties shall have insurances that cover the responsibility laying in these terms and conditions.

Kiwa Inspecta has insurance for damage attributable to negligence or neglect in its advice or professional performance (Professional Indemnity), as well as for any other injuries to persons, damage to property or capital damage attributable to negligence or neglect (Global General and Products Liability).

Kiwa Inspecta's liability for Global General and Products Liability is limited to 5 000 000 €, for Care, Custody and Control to 1 000 000 € (secondary cover), for Pure Financial Loss to 1 000 000 € and for Professional Indemnity (Consultant's liability) to 5 000 000 €. The relevant policies with limitations can be presented on request.

10. Force majeure

If Kiwa Inspecta is prevented from fulfilling its obligations pursuant to the present agreement by circumstances beyond Kiwa Inspecta's control, which Kiwa Inspecta could not reasonably have been expected to have taken into account, and of which the results could not reasonably have been avoided or overcome, such circumstances shall be considered grounds for indemnity with regard to postponement of the performance and indemnity against any and all consequences of such. Should the time of performance be postponed by more than six (6) months, either party shall be entitled to terminate the contract with immediate effect. In the event that the Client terminates the contract, Kiwa Inspecta shall be entitled to compensation.

11. Copyright

Unless otherwise agreed, Kiwa Inspecta retains and shall retain the copyrights to all documents and computer programs produced as well as any equipment, models and prototypes developed and any products made in connection with the commission delivery. The client shall have the right of use for the above-mentioned items to the extent required for doing business.

12. Non-conforming agreements

Any and all agreements concerning conditions for the project that do not conform to the present terms and conditions shall be made in writing and signed by both parties.

13. Decisions by the authorities

Kiwa Inspecta reserves the right to alter prices on the basis of decisions by the authorities that may affect the content of its services, result in changes in invoicing, or otherwise affect prices.

14. Applicable legislation – disputes

The present agreement shall be subject to [Finnish, Swedish or other applicable] national law, and any and all disputes shall be decided by a public court of law in accordance with the applicable legislation.

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