

1. APPLICATION

1.1 These terms of delivery shall be applied to services sold and provided by Niemi Palvelut Oy. Hereinafter Niemi Palvelut Oy shall be referred to as "Niemi". The person renting products, using a service, renting storage space or another customer shall hereinafter be referred to as "Customer".

2. RENTABLE PRODUCTS

- 2.1 The rental period shall be calculated from the day when the rental products are dispatched or picked up from the Niemi warehouse to the day when they are returned there, said days included.
- 2.2 For each trip, a separate delivery or collection fee shall be charged.
- 2.3 If the Customer is not satisfied with the products delivered in terms of quantity or quality or with the rental terms in question, the Customer must report this to Niemi no later than the following weekday, but in any case before the rental products are used. Likewise, when products are returned, the Customer must submit a notification no later than during the following weekday if the Customer has a complaint regarding the quantity, etc.
- 2.4 The Customer shall be responsible for the rental products throughout the rental relationship. The Customer shall be charged a price according to the Niemi price list for any missing, damaged or broken products.
- 2.5 If the Customer violates the terms of this contract, Niemi shall have the right to immediately terminate this contract and take possession of the rental products, free at a Niemi office, at the Customer's expense.

3. STORAGE SERVICES

- 3.1 Storage shall include all such events where Niemi has received goods and for which a storage contract has been signed. No other events shall be regarded as storage, such as an incident where the Customer's goods have been inside a moving van overnight.
- 3.2 The rental period for storage shall be calculated for each part storage day, including the entry and exit days.
- 3.3 A handling fee according to the price list shall be charged for every delivery/pick-up or other visit to the storage. If the delivery/pick of goods is made with Niemi vehicles, no such handling fee shall be charged.
- 3.4 Niemi has insured the stored goods against burglary, fire and water damage up to value informed by Customer when signing of the agreement. If no value has been informed by the Customer, Niemi has insured the stored goods for up to €15,000 per customer. The value of the goods shall be the current value. This insurance shall not cover cash, securities, precious metals, jewellery or other valuables. If the Customer's own home insurance covers storage, this must be reported to Niemi before the contract is signed.
- 3.5 The following objects must not be stored at a Niemi storage: weapons or cartridges, medicines, foodstuffs and animal-based products, plants, hazardous or harmful substances, or objects which are sensitive to variations in temperature.
- 3.6 If the rent or any part thereof has been overdue for no less than a month, Niemi shall be entitled to deem that the contract has been terminated, with immediate effect, on the date of the termination notice sent to the Customer. The Customer shall be deemed to have been served any notifications, invoices and other correspondence related to this contract and sent by Niemi after they have been dispatched to the address last reported by the Customer.
- 3.7 Niemi shall be under no obligation to hand over stored goods or a part thereof to the Customer if any storage charges, including any penalty interest and expenses, remain unpaid, even in part. Furthermore, the Act on an Entrepreneur's Right to Sell Uncollected Goods (15.7.1988/688) shall be applied to the storage contract.

4. SERVICES AND PERFORMANCES OF WORK

- 4.1 Services and performances of work shall include all such events where Niemi or a Niemi subcontractor has delivered staff, equipment, work methods, etc. to the Customer.
- 4.2 Invoicing shall be based on the prices separately reported to the Customer.
- 4.3 If invoicing is based on unit prices, all work shall be charged on a 15-minute basis. The minimum unit shall be 60 minutes. The time shall commence when the workers leave our office and end when they return to the same office.
- 4.4 During the workday, Niemi employees shall be entitled to rest periods according to legislation on working hours, and these shall be charged according to the standard unit prices. A workday lasting more than six hours shall include a 30-minute rest period. A workday lasting less than six but more than four hours shall include one refreshment break. A day lasting more than eight hours shall include a rest period and two refreshment breaks. If the work lasts for more than 10 hours, the employee shall be entitled to another 30-minute rest period.
- 4.5 Cancellation of an assignment
- The Customer shall have the right to cancel work free of charge if the cancellation is made no later than five weekdays, the date of notification included, before the work is due to begin. If work is cancelled later than five weekdays before its start, Niemi shall have the right to bill a fee corresponding to five hours of capacity reserved for such work.
 - If work is cancelled after it has already been started, Niemi shall be entitled to compensation for all the time already spent on the work as well as a fee corresponding to five hours of work.
- 4.6 Niemi must inform the Customer of any force majeure without delay. Any force majeure shall entitle both Niemi and the Customer to cancel work; however, the Customer agrees to pay for any work already performed. Niemi shall not be obliged to reimburse the Customer for any extra expenses incurred by force majeure.
- 4.7 If the Customer commissions Niemi to perform work beyond the order, if the Customer's quantity of goods is larger than reported beforehand, or if some other circumstance affect-

ing the execution of the assignment differs from what was agreed on when the order was placed, either orally or in writing, Niemi shall have the right to charge for such work separately.

- 4.8 If the movables include objects with a unit value of more than €2,000, these must be insured separately. Furthermore, a written list must be submitted on any objects of art or antiquities, including their value, as well as a certificate of authenticity, a purchase receipt, or a statement by a valuation expert.
- 4.9 Limitations related to transport:
- Niemi vehicles may not be used for transporting animals.
 - Niemi vehicles may not be used for transporting objects hazardous to people or property, such as flammable substances, explosives, or corrosive or foul-smelling substances.
 - The Customer must prepare any weapons and ammunition for transportation in accordance with the Firearms Act.
- 4.10 As far as moving abroad or logistics services at trade fairs are concerned, Niemi shall comply with the General Conditions of the Nordic Association of Freight Forwarders (NSAB 2000), except for time guarantee (section 6, paragraph 2; section 20, paragraph B), and fire, water and burglary insurance (section 27, paragraph C, item 3).

5. OCCUPATIONAL SAFETY

- 5.1 If, in work designated for Niemi, any perspectives on occupational safety differing from ordinary moving services should be taken into account due to the movables or the Customer's facilities, the Customer must report this to Niemi before the work is started.
- 5.2 If Niemi employees detect any factors which jeopardise occupational safety, they shall have the right to suspend work immediately.
- 5.3 In its operations, Niemi shall comply with the Working Hours Act and the Occupational Safety and Health Act as well as the drivers' driving time and rest period regulation.

6. COMPLAINTS AND LIABILITY FOR DAMAGES

- 6.1 If any of the Customer's movables or other property is broken during work or services performed by Niemi, the Customer must submit a written complaint to Niemi within 7 (seven) days. Any damage caused to consumers must be reported in a reasonable time, within two weeks as a general rule. If this is not done, Niemi shall be discharged from liability.
- 6.2 Niemi employees and the Customer must be able to clearly identify the event (accident, gross negligence) which has resulted in damage to goods or buildings. If such mutual identification cannot be made, no compensation shall be paid for the damage.
- 6.3 Niemi's statutory liability for movables is based on the Road Transport Agreement Act. If Niemi is liable for damage, the compensation shall be no more than €20/kg in domestic transport and 8.33 SDR/kg in transport abroad. The Customer may improve this compensation by adding separate transport insurance for a single journey/shipment to the assignment.
- 6.4 Niemi's liability for damages shall not apply to sentimental value, consequential damage or any other losses.
- 6.5 Niemi's liability for damages shall not apply to any cases of electronic or IT damage, such as file backups, destruction of programs or files, damage caused by detachment of wires or installation in the wrong place, or other comparable cases of damage.
- 6.6 Niemi's liability for damages and insurance shall not cover any goods that have gone missing.
- 6.7 Niemi's liability for damages may be reduced or eliminated altogether if it can be proven that the damage was caused by any of the following circumstances:
- The client failed to appropriately pack and protect the movables or facilities. Appropriate packing of movables and protection of facilities shall refer to action in accordance with instructions supplied by Niemi. The packing of movables and protection of facilities shall be the responsibility of the Customer, unless otherwise agreed.
 - The condition of the movables does not enable safe removal while observing ordinary caution. This applies to, for instance, exceptionally poor condition or faulty assembly of a piece of furniture.
 - The movables are particularly sensitive to variations in air temperature or moisture content, such as plants or special furnishings.
 - No clear external damage has occurred to an electronic device during the assignment.

7. TERMS OF INVOICING

- 7.1 All rental products and storage services shall be invoiced according to the contract, on a monthly basis.
- 7.2 All work done and services rendered shall be billed according to the contract, either in full or in part, in advance or after the work has been done.
- 7.3 The term of payment shall be 14 days net.
- 7.4 The penalty interest shall be the interest rate announced by the Bank of Finland, as applicable.
- 7.5 Niemi reserves the right to adjust its unit prices in line with changes in the market and cost situations.

8. OTHER TERMS AND CONDITIONS

- 8.1 Any address change must be reported to Niemi without delay.
- 8.2 Niemi may demand that the client deposit collateral as security for a receivable in case verification of credit information reveals that a payment default entry has been recorded for the Customer.
- 8.3 Any disputes arising from these terms of delivery shall principally be resolved by negotiation. If such negotiations do not result in an agreement, the dispute shall be settled by the District Court of Helsinki.