

TERMS OF USE FOR THE ONLINE STORE

1 RIGHT OF USE

KLINGER Finland Oy (the "Provider") grants the applicant (the "Customer") the right to access and use the extranet sites established on the Provider's internal network through the internet (the "Service") in accordance with these terms. These terms are supplemented secondarily by the General Terms of Sale of the Association of Finnish Technical Traders and the Product Return Policy of KLINGER Finland Oy. The Customer agrees to use the Service in accordance with these terms and conditions.

2 CONTENT AND PURPOSE

Through the Service, the Customer may:

- » Place orders in the ordering system,
- » Check product availability,
- » Review pricing information and delivery terms,
- » Read marketing and sales notices, and
- » Access maintenance and spare parts information.

The Provider reserves the right to modify the content of the Service at any time. The Service does not include the computer and telecommunications equipment or the necessary software needed to connect to the Provider's server. The Customer must arrange for an internet connection to the server. The use of the Service is free of charge for the Customer. Each party is responsible for its own communication costs and data security.

2.1 Availability

The Provider strives to offer the Service to the Customer twenty-four hours a day, seven days a week. However, the Provider does not guarantee that the Service will always be available. The Provider also reserves the right to suspend the Service without prior notice for system maintenance and updates.

2.2 Order Processing

Orders submitted to the order system are processed no later than the business day following the day the order was placed. The acceptance of orders follows the provisions of the General Terms of Delivery of the Association of Finnish Technical Traders, and returns are governed by KLINGER Finland Oy's Product Return Policy. However, if the Provider does not confirm the order in writing or via email within five business days of the order date, the order is considered rejected.

3 CUSTOMER'S RIGHTS AND OBLIGATIONS

3.1 Username and Password

Using the Service requires a username and password. Usernames are granted only to the Customer based on a written request. The Provider may refuse to issue a username to the Customer at its discretion. The Provider may also terminate an issued username if it is evident that the obligations set forth in these terms have been violated using that username. The username is personal and may only be used by the person designated in the Customer's application. The Customer must immediately notify the Provider if that person leaves the Customer's employment or if the Customer otherwise wishes to terminate the designated access rights. The Customer is solely responsible for all use under their username and password and for ensuring that the usage complies with these terms, whether the user is employed by the Customer or not. The Customer is responsible for maintaining the confidentiality of the password.

3.2 Use of the Service

The Customer agrees to use the Service only for lawful purposes, in accordance with good practice, and for purposes outlined in these terms. The Customer agrees not to send or transmit material in the Service that is unlawful, unethical, incites such conduct, or promotes it. The Customer is responsible for ensuring that access is limited to the extranet pages within the Service and that access rights are not used or attempted to gain access to other areas of the Provider's information systems.

3.3 Entering into Agreements

The Customer confirms that orders or agreements made through the Service are binding if the Customer's username and password have been used when logging into the Service.

4 INTELLECTUAL PROPERTY RIGHTS

Trademarks, patents, and other intellectual property rights associated with products sold or displayed through the Service are solely owned by the Provider or its principals. Copyrights and other intellectual property rights to software and materials used in the Service or any modifications thereof belong to the Provider or a third party. The Customer receives only the usage rights defined in this agreement.

5 CONFIDENTIAL INFORMATION

5.1 Definition

"Confidential Information" refers to any technical, commercial, or other information that:

- a) is to be kept as a trade secret under applicable law,
- b) has been expressly marked or otherwise defined by the Provider as confidential, or
- c) by its nature, is to be kept confidential.

5.2 Exceptions

Information shall not be deemed confidential if:

- a) it was known to the Customer when received from the Provider,
- b) it was publicly available or widely known in the industry at the time the Customer received it,
- c) it later becomes publicly available or widely known in the industry, not due to a breach of this agreement, or
- d) the Customer independently received or developed it from another party or otherwise legally.

The burden of proving the applicability of exceptions (a) - (d) lies with the party wishing to invoke them.

5.3 Confidentiality Obligation

The Customer agrees:

- a) not to disclose any confidential information shared by the Provider through the Service to any third party,
- b) to store and handle any confidential information shared by the Provider with care, limiting its internal distribution to avoid jeopardizing its confidentiality,
- c) not to use any confidential information disclosed through the Service for any purpose other than as described in section 2.

6 LIMITATIONS OF LIABILITY

The Provider's extranet pages are provided "as is" without warranty regarding availability, error-free functionality, reliability, content, or other characteristics. Suitability for a particular purpose is not guaranteed, nor is non-infringement of ownership or third-party rights. Unless otherwise provided by mandatory law, the Provider shall not be liable for any direct or indirect damages resulting from or alleged to result from the materials on the extranet pages, the use of the extranet pages, or the inability to access the extranet pages, including but not limited to indirect and consequential damages such as loss of revenue or profit, business interruption, or data loss.

7 FORCE MAJEURE

The Provider shall not be liable for any breach or failure in performance due to a force majeure event or other circumstances beyond the Provider's immediate control, including but not limited to labor disputes affecting the Provider or its subcontractors, riots, fires, wars, embargoes, shortages of labor, raw materials, energy, or transportation, disruptions in telecommunications, or events resulting from laws, regulations, or directives or actions by public authorities.

8 APPLICABLE LAW

These terms of use are governed by Finnish law.