

General Terms of Sale – Business

Version 2018:1 applicable from 1 June 2018

INTRODUCTION

1. Applicability

Businessforum Oy's ("Dustin") General Terms of Sale – Business are applicable on product and service delivery and on Office 365 support service to customers, as modified by Dustin in accordance with these General Terms of Sale from time to time and which replace all of Dustin's earlier published general terms of sale with respect to the subject matter of these General Terms of Sale.

Specific terms for product delivery, service delivery and Office 365 support service are found under each heading below. Further, general terms applicable to all services and products are found under a specific heading.

These General Terms of Sale shall, where applicable, apply unless otherwise agreed.

When purchasing as a consumer the General Terms of Sale – Consumer shall apply.

SPECIFIC TERMS FOR PRODUCT DELIVERY

2. Product information

The products presented on Dustin's website represent Dustin's ordinary range of goods. In case of a discrepancy between terms, product information or prices stated on Dustin's website and in other publications, the information on the website shall prevail.

3. Prices and freight

Current prices on products are available on Dustin's website which is updated in real time. The prices are in EUR and excluding VAT. Cost for freight will be added. Dustin is entitled to change the prices without prior notification. Prices stipulated on the website are valid, if not otherwise has been agreed upon.

Dustin's prices of import products that do not constitute standard stock goods are based on the current exchange rate applicable at the date of invoice. At the receipt of the order, a preliminary sale price is given based on the current exchange rate at the date of order. When invoicing, the price will be adjusted according to the current exchange rate of the date of invoice as determined by Dustin.

Cost for freight will be added to all deliveries. The total freight cost is calculated when invoicing the order where the weight is noted together with information regarding if the parcel must be delivered on a pallet, if it includes several pieces etc. It is noted that there is a charge for uncollected parcels.

[More information about freight cost is available at www.dustin.fi](http://www.dustin.fi)

4. Terms of payment and security

Payment can be made by credit/debit card, by direct payment through internet banking or by invoice. Invoicing is made after examination of the customer's credit worthiness. Payment can also be made by financing through partner.

Invoice is to be paid so that the invoice amount is accessible on Dustin's bank account no later than ten (10) days from the date of invoice. If payment is delayed Dustin has the right to charge interest on overdue payment under the Finnish Interest Act and a reminder or collection charge and collection expenses as allowed by law.

Dustin charges an invoicing fee per invoice if the customer desires a paper invoice. Inaccuracies in an invoice from Dustin must be claimed at the latest on the due date. If a claim or complaint is not made in time, the inaccuracy cannot be asserted against Dustin.

The products remain Dustin's property until full payment has been made.

If there is reasonable doubt about the customer's ability to pay, Dustin has the right to shorten the period of credit, demand advance payment or other security for future delivery.

[More information about terms of payment is available at www.dustin.fi](http://www.dustin.fi)

5. Order and order confirmation

By making a purchase from Dustin the customer accepts these General Terms of Sale. By accepting the terms, the customer undertakes to comply with the terms in full.

When submitting an order, an acknowledgement named "Thank you for your order" is sent by e-mail. This acknowledgement constitutes information about the content of the order. In connection with the order being dispatched from Dustin's storage, the customer receives a confirmation of order by e-mail named "Your order is on its way". Binding agreement between the parties comes into force when confirming the order to the customer; however, the customer is bound by and order after submitting the order.

6. Delivery

Delivery is made within Finland by carrier or delivery firm engaged by Dustin with delivery terms: Ex Works Dustin's warehouse (Incoterms 2010). The risk for delivery is passed to the customer when Dustin hands over the product to carrier.

Dustin does not carry any responsibility for delivery being delayed, regardless if the delay depends on delay by the carrier, delay or back order by the product manufacturer or any other circumstance.

[More information about delivery is available at dustin.fi](http://www.dustin.fi)

7. Repurchase

On the terms provided herein, Dustin accepts repurchase of a product from the ordinary range of goods during sixty (60) days from the date of invoice. In case of a repurchase, the product shall be unused and returned in an unbroken original packing, free from dirt, marking and damages.

The customer shall pay the freight cost for returning the product and the repurchase charge (if any). The freight cost and the repurchase charge (if any) are debited the customer's outstanding account at Dustin, or are invoiced separately.

If there is a wish to repurchase, the customer shall contact Dustin, preferably via My Account/Order History on Dustin's website and there create an errand. Please observe that receiving an errand number or a return form does not mean that Dustin has approved the repurchase. The customer shall return the product to Dustin together with a copy of the order sheet and information about errand number. The return approved by Dustin shall be Dustin at hand no later than 14 days after the day when the customer received the errand number. The freight must be paid and the product must be well packed in an acceptable outer packing. The customer is liable for loss or damage to the product during transport.

Returns not accepted for repurchase are returned to the customer at the customer's expense. Accepted returns are credited the customer after deducting return costs (if any). Approval of returns are subject to the customer's fulfilment of the above-mentioned obligations.

8. Transportation damages

Upon receipt of the delivery, the customer must check the delivered products. Transportation damages shall be reported on the day of delivery to the carrier and to Dustin, preferably via My Account/Order History. A hidden transport damage that is not discovered or should have been discovered shall be complained of as soon as possible and under all circumstances within a week from receipt of delivery. If the customer does not make a claim for transport damages within the stipulated timeframe, the customer loses its right to make a claim against the carrier and Dustin.

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9. Complaint

Upon receipt of the delivery, the customer must check the delivered products. To have a right to claim that a product/delivery was defective, the customer shall make a complaint to Dustin immediately after the defect was discovered and in no event later than 10 days from the date of invoice, and return the product in the specified manner.

In case of a complaint, the customer shall contact Dustin, preferably via My Account/Order History on Dustin's website and create an errand. Please observe that receiving an errand number or a return form does not mean that Dustin has approved the complaint. The errand number is valid for 14 days during which time the product shall be Dustin at hand. When returning the product, the return cost to Dustin must be paid. Furthermore, the order numbers, the invoice, information about a valid errand number and a detailed account for the fault shall accompany the product. If the complaint is not made correctly, Dustin is entitled to charge for freight costs. Returned goods shall be returned well packed in an acceptable packing (for example a brown corrugated paper carton). The customer is liable for loss or damage to the product during transport. Transport damages due to a faulty packing are debited the customer. Dustin reserves the right to make a product control of the product and also the right to debit a test charge if the product is shown not to be defective and the complaint therefore is not accepted.

[More information about complaint is available at www.dustin.fi](http://www.dustin.fi)

10. Warranty

Warranty on goods is given by the manufacturer of the product. Dustin gives no further warranties in excess of respective manufacturer's specified warranty terms.

11. Liability

If there are any defects that Dustin is responsible for, Dustin undertakes to, by own choice, remedy the defect by repair, redeliver or repay the purchase price. Dustin has the right to refer the customer directly to respective manufacturer or to service workshop referred to by the manufacturer in order to remedy the defect. Additional rights for the customer may be given by the respective manufacturer's own warranties directed to the final customer.

Dustin is not liable for a product's compatibility with other products in Dustin's assortment or for compatibility with a customer's current products, unless otherwise is explicitly stated by Dustin or follows from product information provided by Dustin.

Dustin's responsibility when a product is defective is limited to what is stated above and the customer cannot make a claim against Dustin due to defects.

Dustin is not, under any circumstances, liable for indirect damages or consequential damages, such as production loss or missing profit, or other damages due to impossibility or difficulty to use computers or information, or for loss of data.

Dustin's aggregate liability towards the customer (including liability for acts or omission of Dustin's employees, representatives or subcontractors and including price reductions and price returns) with respect to a product and delivery or non-delivery of a product does not exceed the price without value added tax actually paid for the relevant product by the customer.

12. Technical support

For technical support and user support, Dustin has the right to refer the customer to the respective product manufacturer and also, if applicable, to the third business party's payment support. Phone number to respective manufacturer/supplier is shown on Dustin's website under Customer Service/Contact/Who do I contact. Please observe that the support can be in English for some manufacturer and that in some cases support is only given via e-mail or websites.

13. Special terms for software

All software that is accessible to collect from Dustin's website is copyright-protected work from the respective manufacturer. Upon purchase of right of use and/or license to software, respective manufacturer's or licensor's terms are applicable. The terms can be enclosed or be a part of the software. In light of the above, Dustin accepts no liability related to sale of software, including, but is not limited to, fitness for purpose or intellectual property rights.

14. Special terms for cloud services

When purchasing cloud services, Dustin refers the customer to the respective rights owner's online subscription agreement or respective rights owner's terms for a specific ordered product or service.

SPECIFIC TERMS FOR SERVICE DELIVERY

15. Scope and implementation

Dustin shall when performing the agreed service (the "Service") observe good professional standards and practices and only use qualified personnel.

Dustin shall be entitled to use sub-contractors for the performance of the Service. If a sub-contractor is engaged, Dustin is responsible for the work performed by Dustin and the work performed by the sub-contractor.

The customer shall provide Dustin with the information necessary in order for Dustin to be able to perform and deliver the Service as agreed. If the Service shall be performed in the customer's premises, Dustin shall be given access to such premises to the extent necessary for the performance of the Service.

16. Remuneration etc.

Dustin is entitled to charge the customer in accordance with Dustin's at each time applicable price list. If the parties have agreed on a price other than Dustin's at each time applicable price list, Dustin has the right to adjust the agreed prices once per calendar year in accordance with changes in the Finnish Cost-of-living Index 1951:10=100.

Dustin's fees are stated excluding VAT and do not include any other taxes or charges assignable to the Service.

Dustin is entitled to reimbursement for expenses in accordance with what has been agreed upon between the Parties.

Dustin will perform the Service during regular working hours in accordance with the at each time applicable price list. Dustin is entitled to reimbursement for work that has been performed after regular working hours according to Dustin's at each time applicable price list.

17. Terms of payment and security

Payment shall be made by invoice after a special credit review. Payment may also be made by financing through Dustin Financial Services AB.

Invoice is to be paid so that the invoice amount is accessible on Dustin's bank account no later than ten (10) days from the date of invoice. If payment is delayed, Dustin has the right to charge interest on overdue payment under the Finnish Interest Act and a reminder or collection charge and collection expenses as allowed by law.

Dustin charges an invoicing fee per invoice if the customer desires a paper invoice. Inaccuracies in an invoice from Dustin must be claimed at latest on the due date. If a claim or complaint is not made in time, the inaccuracy cannot be asserted against Dustin.

If there is reasonable doubt regarding the customer's ability to pay, Dustin has the right to shorten the period of credit, demand advance

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payment or demand other security for the performance of the Service.

18. Order and order confirmation

By ordering the Service from Dustin the customer accepts these General Terms of Sale. By accepting the terms, the customer undertakes to comply with the terms in full.

Binding agreement comes into force when confirming the order to the customer.

19. Liability

In case there is a defect or imperfection in the Service performed, which Dustin is responsible for and which has been claimed by the customer as prescribed in these General Terms of Sale, Dustin shall at its own discretion decide whether to correct the defect by repair or redelivery. If Dustin chooses not to correct the defect or make a redelivery, the customer shall instead be entitled to a reasonable deduction on the fee for the work performed.

Dustin shall not be liable for defects caused by hardware, software or other equipment that has not been provided by Dustin. If the Service consists of advice, Dustin's liability is limited to such advice based on the information provided by the customer. Dustin has no liability for decisions taken by the customer based on the advice provided by Dustin.

Dustin's total liability towards the customer (including liability for acts or omission of Dustin's employees, representatives or subcontractors and including price reductions, redelivery or similar) under this Agreement is limited to the price actually paid for the relevant Service under this Agreement during the past 6 months period.

Dustin is under no circumstances liable for (i) any indirect damages or consequential damages, such as production loss or missing profit, or other similar damages, or (ii) loss of data.

The limitations of liability stated in this Section does not apply to personal injury or if Dustin has acted with intent or gross negligence.

The customer shall inform Dustin in writing about all changes in the customer's IT-environment which the customer does by himself or by assistance, if such change could affect the Service or the functions provided by Dustin. Dustin is not liable for defects caused by such changes which Dustin has not been informed of in accordance with the above mentioned.

20. Complaint

The customer loses its right to make a claim for compensation if complaint has not been made in writing to Dustin without delay and at the latest within three (3) months after Dustin has performed the Service.

21. Intellectual property rights

The customer obtains ownership to all intellectual property rights that are specifically created for the benefit of the customer by Dustin during the performance of the Service. Unless otherwise agreed in writing, Dustin receives a non-exclusive license, without limitation in time, to all intellectual property rights created by Dustin for the benefit of the customer.

The customer does not obtain any intellectual property rights related to the Service that belong to Dustin or a third party except as follows above. Neither is the customer entitled to alter or manipulate any of the intellectual property rights belonging to Dustin or a third party. For such intellectual property rights, the at each time applicable terms provided by the holder of the right shall apply.

Dustin is obliged to notify the customer if any additional license or right of use is needed in order to use the Service in addition to what is stated in the agreement.

22. Infringement of intellectual property rights

If the customer provides intellectual property rights under the agreement, the customer warrants that the customer has all rights and approvals needed in order to perform the Service in accordance with the agreement.

Dustin warrants that the Service performed by Dustin and the intellectual property rights that are created or provided by Dustin under any agreement (except for third party services or products from Dustin's subcontractors or suppliers), to the best of Dustin's knowledge, do not infringe any third party rights.

The customer is obliged to in writing notify Dustin without delay about any claims made by a third party regarding infringement of intellectual property rights due to the customer's use of the Service.

If a third party makes a claim of infringement, for which Dustin is responsible (i.e. not an infringement related to modification by the customer or related to third party products or similar infringement), Dustin shall have the right to assume the defense at its own expense and act in the proceedings on behalf of the customer. Dustin shall further at its own expense either ensure that the customer is able to use the Service continuously during the proceedings or replace the disputed part of the Service with a similar acceptable service or product. The customer is not entitled to make any admission of liability and may not agree to settle or compromise with any third party regarding the infringement in question without obtaining the prior written consent of Dustin, such consent not to be unreasonably withheld or delayed. If Dustin cannot ensure the customer's right to use a similar acceptable service or product, either party is entitled to as an exclusive remedy in relation to such alleged infringement terminate the agreement related to such product with immediate effect. In such case, Dustin undertakes to return the price paid for such service or product, subject to the customer returning the product and with deductions for the customer's use.

Dustin undertakes to reimburse the customer for compensation and/or damages that the customer is liable to pay due to a settlement or judgement regarding an infringement of intellectual property right, for which Dustin is responsible, that has arisen due to the customer's use of the Service. In addition thereto, the customer is not entitled to any other compensation for losses arising as a result of infringement of intellectual property rights associated with the Service and which Dustin is responsible for.

23. Term and termination

The agreement is effective from the day it is signed by the Parties (including binding acceptance by e-mail from authorized company representatives). If not otherwise agreed, the agreement is valid until further notice with a mutual notice period of three months. Notice of termination shall be made in writing.

Notwithstanding the above, either Party may in writing terminate the agreement with immediate effect if the other Party:

- (a) commits a material breach of the agreement and the breach, if possible to remedy, is not remedied within 30 days after receipt of a written notice thereof, or
- (b) is declared bankrupt, goes into liquidation, restructuring of enterprise proceedings (yrityssaneeraus) are commenced with respect to it, suspends payments or may otherwise be assumed to be insolvent.

The customer's right to use the results of the Service after termination according to this Section 23 is conditional upon the customer's fulfillment of its obligation to pay.

GENERAL TERMS

24. Delivery addresses

Dustin is entitled to refuse to deliver and not accept orders to certain geographical destinations if Dustin deems it necessary, for example

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if specific regulations apply to such destinations. Such an exception may be, for example, the Åland Islands.

25. Links to third party websites

Links on Dustin's website enables visitors to leave Dustin's website. The linked websites are not controlled by Dustin and Dustin carries no responsibility what so ever for the content on such websites or the content in the links on such websites. Dustin provides these links only to facilitate the finding of the websites and the providing of a link does not mean an approval from Dustin of the website in question.

26. Dustin's website and intellectual property rights

The content on Dustin's website is owned by Dustin or its licensor. The information is protected by marketing law and laws regarding protection of intellectual property rights, which mean that trademark, firm name, product name, pictures and graphic, design, layout etc. are not to be copied or in any other way used without Dustin's prior written consent. Printouts or other copying of material is allowed for own, private, non-commercial use. It is forbidden to copy, save or in any other way reproduce, process, change, transmit, transfer, in other ways utilize or exploit material or parts thereof without Dustin's prior written consent.

27. Customer account

Login information (username and password) to customer accounts on Dustin's website shall be handled so that the information does not come to unauthorized persons' knowledge. By giving its login information to somebody else the customer thereby confirms that such person owns the right to place orders in the customer's name and that the customer is liable for payment for such orders in relation to Dustin. For customer accounts that belong to juridical persons all of the individuals that have access to the login information are seen to be competent to place orders on behalf of the customer. If a customer suspects that someone has unauthorized access to the customer's login information, it falls upon the customer to immediately notify Dustin thereupon and also to change its password.

The complete terms and conditions for account on Dustin's website are set out in the [Terms and conditions for Dustin account](#).

28. Personal data

When Dustin is the personal data controller

When a customer orders products and services, Dustin will process personal data about the customer's contact persons ("business representatives") for the purposes and on the terms set out in Dustin's [privacy policy](#). By creating a business account at Dustin, the customer confirms that the customer has informed the business representatives about Dustin's process of their personal data and that the customer has obtained their consent to the process.

When Dustin is acting personal data processor for the customer

When Dustin is a personal data processor on behalf of the customer, the parties will enter into a separate personal data processing agreement regarding the processing of personal data performed by Dustin on behalf of the customer.

29. Governing law and disputes

These General Terms of Sale shall be governed by the substantive law of Finland, excluding its choice of law provisions and the UN Convention on Contracts for the International Sale of Goods. Any dispute, controversy or claim arising out of or in connection with these General Terms of Sale, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitration of the Finland Chamber of Commerce ("FCC") in English. The seat of arbitration shall be Helsinki. However, FCC may in its discretion determine, taking into account the complexity of the case, the amount in dispute and other circumstances, that, instead of the Rules for Expedited Arbitration,

the Arbitration Rules of the Finland Chamber of Commerce shall apply. In the latter case, FCC shall also decide whether the number of arbitrators shall be one or three. Notwithstanding the above, Dustin shall at all times be entitled to apply for an injunction to pay or commence proceedings for the payment of any amount due to Dustin in court with the Helsinki District Court as first instance.

30. Force majeure

Dustin is entitled to, without liability for damages, limit, cancel or postpone deliveries to the extent performance is made impossible or prevented or will cause an increase in price due to circumstances beyond Dustin's control, such as war like events, riots or revolts, disruptions in public connections, import or export regulations, changes in laws and regulations or in the interpretation thereof, acts of authorities, strike, lockout, blockade or other labour disputes, fire, explosions or other accidents, or defects and delay in services performed by sub-contractor due to the above mentioned circumstances. A labour dispute shall also be considered a force majeure event when Dustin is the target or a party to such an action.

31. Other

Dustin reserves the right to amend all information, including but not limited to prices, technical specifications and product offers, without prior notification to the customer.

Information and prices are provided with reservation for misprints and typing-errors, incorrectness in stated technical specifications, supplier's price rise and for clearance sale.

The information that is available on Dustin's website does not constitute an undertaking of applicability, suitability or warranty other than when directly stated by Dustin in writing to the customer. Current offers apply while stocks last, if not otherwise stated.

The customer is not entitled to transfer the agreement or any rights or obligations under the agreement without the prior written consent of Dustin. Dustin may assign the agreement without the consent of the customer to a transferee, in connection with the sale or transfer of Dustin's business or part thereof, or to its affiliate, and, for the avoidance of doubt, by merger or demerger.

Dustin shall have the right to use any subcontractors, such as its affiliates. Dustin shall be liable for the work of its subcontractors as work of its own.

Dustin reserves the right to, at any time, amend these General Terms of Sale. The customer accepts the amended General Terms of Sale in case the customer continues to use make orders or otherwise to use any of its customer accounts after the amendment or if the customer confirms the acceptance by e.g. electronic means.

However, Dustin may revise these General Terms of Sale with respect to already existing agreements on delivery of the products or services only by giving the customer at least thirty (30) days written notice. If the change has a material adverse impact on the customer, the customer may terminate the affected agreement by giving a written notice to Dustin to be received by Dustin latest within fourteen (14) days of the date of Dustin's notice. The customer shall not have the rights set out in this sub-section for any change which Dustin implements in order to comply with applicable law or regulations or to improve data security. For such imposed changes shorter notice periods may be applied by Dustin as is needed to comply with the relevant requirement.