

VR's General Terms and Conditions for Maintenance Services 2017

These VR-Group Ltd's General Terms and Conditions for Maintenance Services take effect on 1 January 2017 and are valid until 31 December 2017. These terms and conditions shall replace VR's General Terms and Conditions for Repair and Maintenance Services 2016.

1. Definitions

Service Provider: VR-Group Ltd; Maintenance (hereinafter "VR" or "Service Provider").

Customer: A legal person or a sole trader who has concluded an agreement with VR (hereinafter "Customer").

2. Applicability

These general terms and conditions shall be applied to the agreement on maintenance services concluded between the Service Provider and the Customer in so far as the Parties have not agreed otherwise.

3. Duties of the Service Provider

The Service Provider undertakes to carefully provide the service specified in the Agreement and as agreed between the Service Provider and the Customer.

The Service Provider shall not be obliged to insure the Customer's property, maintenance of which the Parties agree under this Agreement, or which is in possession of the Service Provider or is located in the premises of the Service Provider as a result of or in relation to the provision of services.

4. Duties of the Customer

The Customer is obliged to deliver the machine or device in need for maintenance to a location designated by the Service Provider at the agreed time.

During the validity of this Agreement, the Customer is obliged to maintain property insurance for its property (insured for its full value) that is in possession of the Service Provider or located in the premises of the Service Provider under this Agreement.

During the validity of this Agreement, the Customer is also obliged to maintain a general liability insurance with a maximum liability coverage of at least two (2) million euros per incident, and which shall cover damages to property and personal injuries caused to the Service Provider and third parties. Any possible limitations resulting from the insurance conditions shall not affect the

Customer's liability towards the Service Provider.

5. Materials and Spare Parts Delivered by the Customer

The Customer shall deliver to the Service Provider the materials and spare parts that are necessary for carrying out the agreed maintenance work and shall give to the Service Provider the sufficient maintenance instructions in Finnish as well as other relevant technical documentation and records concerning the maintenance work, unless expressly agreed otherwise. The Customer shall inform the Service Provider of any known defects or failures in its equipment.

The Service Provider is entitled to refuse to use the materials or spare parts delivered by the Customer, in case the Service Provider considers them inappropriate for the intended purpose or in case they do not meet the required conditions. If this occurs, the Customer shall deliver new materials or spare parts.

The Customer is accountable for the delivered materials and spare parts as well as the correctness and compatibility of the technical documentation and records.

6. Delay of the Service Provider, Contractual Penalty

In the event that the Service Provider is not able to carry out the maintenance or repair work at the time stated in the Agreement, and when the delay is not due to the Customer or Force Majeure, the Service Provider shall inform the Customer on such event without undue delay.

In case the delay caused by the Service Provider's negligence lasts more than 7 days, and where the delay is not due to the Customer or Force Majeure event, the Customer is entitled to receive compensation for the delay after the initial 7 day period. This compensation shall be 0,5 percent of the price of the delayed part of the delivery, calculated by each full 7 day period of delay, up to a maximum of 7,5

percent of the price of the delayed service. However, the above mentioned compensation shall not exceed EUR 10.000.

7. Delay of the Customer

In case the Customer fails to deliver the machine or device in need for maintenance (including technical documentation and records) at the agreed time to a location designated by the Service Provider, the Customer shall notify the Service Provider without undue delay. The Customer is obliged to reimburse the Service Provider for the unnecessary costs caused by the delay on the Customer's part.

In the event of delay on part of the Customer, the Service Provider is entitled to refuse to take in the machine or device, and if possible, the Parties shall agree on a new maintenance time.

8. Price / Cost Estimate

Unless the price of the maintenance work has not been provided for in the Agreement, the Service Provider shall give the Customer a cost estimate upon request. In case the Customer refuses to accept the given cost estimate and does not deliver the machine or device in need for maintenance and/or repair to the premises of the Service Provider, the Agreement shall not be deemed to have taken effect. Otherwise the Customer shall be deemed to have accepted the cost estimate given by the Service Provider.

Unless the price of the maintenance work has not been agreed and the Customer nevertheless leaves the object of the agreement in the premises of the Service Provider for repair and/or maintenance, the Service Provider shall be entitled to charge the Customer the performed work in accordance with its normal pricing policy.

The applicable VAT in force at the time shall be added to the prices.

If the charges or taxes imposed by the Authorities to which the Services referred to in these terms and conditions are subject to change, or if the costs

related to the maintenance increase significantly during the Agreement's validity for a reason that is beyond the control of the Service Provider, the Service Provider is entitled to change the price to match the raise.

9. Period of Payment

Unless otherwise agreed, invoices fall due for payment on the 14th day from the date on the invoice.

10. Interest on arrears

In case of late payment, the Service Provider is entitled to collect interest for late payment in accordance with the Finnish Interest Act in force at the time.

11. Liability for Damages Caused by the Service Provider

The Service Provider shall be responsible for carrying out the maintenance work as agreed in the Agreement and in a careful and professional manner within the agreed time.

The Service Provider shall not be responsible for the operative eligibility of the maintained machine or device, or their fitness for a particular purpose, or compliance with the law or regulatory provisions for which the Customer is responsible for in the relationship between the Service Provider and the Customer.

The Service Provider shall be obliged to reimburse the Customer for direct damages caused by the Service Provider's negligence to the Customer's machine or device under maintenance. In this regard, the Service Provider shall have a primary right to make good the caused damage. The Service Provider's maximum liability towards the Customer under this Agreement, including possible compensation for delay, shall not exceed EUR 20.000.

The Service Provider's liability towards the Customer as stated in this Paragraph 11 is limited to the extent that the Customer is paid out from the Customer's insurance or payment received from any other third party. The Customer is obliged to claim compensation primarily from the Customer's insurance policy.

The Customer shall give a notice of defect on discovered damages in writing and without undue delay. The notice of defect must be given no later than one (1) month after taking over the maintenance work. Otherwise the Customer shall lose its right to claim compensation from the Service Provider.

The Service Provider's liability for damages resulting from delays in the maintenance work has been defined above in Paragraph 6.

The compensations and other legal remedies mentioned in Paragraph 6 ("Delay of the Service Provider, Contractual Penalty"), Paragraph 11 ("Liability for Damages Caused by the Service Provider") and Paragraph 12 ("Warranty") of these general terms and conditions are the sole and exclusive compensations and/or other legal remedies that the Service Provider is obliged to remit to the Customer under this Agreement, and which the Customer is entitled to invoke. In no event, whether based on an agreement, tort (including negligence) or other such factor, shall the Service Provider be liable for or obliged to compensate any other direct or indirect damage caused to the Customer, including but not limited to, foregone revenue, loss of profit, loss of production, damage resulting from disruption in production or non-performance of a contract concluded with a third party, or other such financial or non-material damage or loss.

The above mentioned limitations of liability shall not apply in cases where the damage has been caused by gross negligence or an intentional act.

12. Taking Over of the Works, Warranty

The Customer must take over the maintenance work without undue delay, but at the latest within seven (7) days from the day that the Service Provider has notified the Customer of the completion of the work.

In case the Customer starts using or takes possession of the machine or device under maintenance without having received a notification of the completion of the maintenance work, the maintenance work shall be deemed to have been accepted at the time the Customer starts to use or takes possession of the machine or the device.

The Parties shall confirm the taking over of the performed work by signing a taking over protocol. The failure to draw up the protocol shall not prevent the taking over of the work under these terms and conditions.

The Service Provider grants a warranty on the maintenance work as stipulated in these general terms and conditions. Under the warranty, the Service Provider is obliged to repair the defects and remedy the deficiencies in the object of the maintenance work, which result from incomplete or incorrectly performed work. The Service Provider's

obligation to warranty repair covers only such defects and deficiencies that are detected and notified to the Service Provider within the warranty period.

The warranty period begins at the time when the maintenance work has been taken over. Unless otherwise agreed, the warranty period is one (1) month. The warranty shall cover maintenance and repair of the defect. The Customer shall deliver the machine or device to the premises of the Service Provider at its own expense. The warranty repair shall not extend the original warranty period.

The warranty shall not cover defects caused by circumstances occurring after the taking over of the work, including but not limited to the following reasons: changes made to the object of the work by the Customer or a third party, performed maintenance and repair or the lack of them, use or storage that is not in accordance with the instructions, normal wear and tear or other circumstances beyond the Service Provider's control.

The warranty shall not cover defects or deficiencies that are due to the materials and spare parts or technical documentation and other records provided by the Customer.

The Customer must give the notice of defect immediately after having found the defect or deficiency, and in any event within one (1) month after having taken over the work as referred to above, or the Customer loses the right to invoke the defect. The Service Provider shall not be responsible for defects that could have been prevented had the Customer notified the Service Provider on the defect or deficiency immediately after having found it.

13. Force Majeure

The Parties are not responsible for delays or failures to abide by contractual obligations caused by Force Majeure incidents.

Force Majeure incidents refer to events which are beyond the control of the Party and:

- which take place after the conclusion of the Agreement,
- which could not be reasonably predicted at the time the Agreement was concluded and,
- the effects of which could not have been avoided without causing the Party subjected to its effects unreasonable costs or inconvenience.

Events that constitute a Force Majeure incident include, among other things, strike, lockout or other such industrial action, fire, war, mutiny, internal unrest, requisition or seizure conducted by the Authorities, natural catastrophe, disruption of traffic or telecommunication network, restrictions in distribution of energy or other unusual event beyond the Parties' control having equivalent effect.

The Parties shall report each other Force Majeure incidents and when such incident ceases to exist without undue delay.

In case the Force Majeure incident lasts longer than two thirds of the delivery time, or in any event more than 4 months, both Parties are entitled to terminate the Agreement with immediate effect. In this case, the Service Provider is entitled to receive compensation from the Customer based on the work performed and possible purchases made until the termination of the Agreement.

14. Confidentiality

The Parties agree not to, without prior written approval of the other Party, use or disclose to third parties business or trade secrets or other corresponding information which the Party handing out the information wishes to keep confidential and where the unlawful disclosure of the information could cause financial damage.

The Parties are always responsible for ensuring that their employees are fully aware of the provisions of this confidentiality obligation, and that they comply in all respects with it. Unless otherwise agreed by the Parties in writing, the Agreement concerning maintenance shall be covered by the confidentiality obligation.

The confidentiality obligation remains in effect for five (5) years after the termination of the Agreement.

15. Validity and Termination of the Agreement

Unless otherwise agreed by the Parties, the Agreement is valid until further notice with a three (3) month period of notice. Both Parties are entitled to terminate the Agreement upon three (3) months' period of notice. However, the Service Provider shall always complete the maintenance work that has been started during the period of notice and is entitled to receive compensation from the Customer based on the work performed and possible purchases made in connection with the work.

16. Cancellation of the Agreement

Both Parties are entitled to cancel the Agreement with immediate effect if the other Party commits a material breach of the Agreement, laws or other mandatory provisions and does not change its behaviour to conform to the provisions of the Agreement or regulations within thirty (30) days after having received a written demand from the other Party.

The Service Provider is also entitled to cancel the Agreement if the Customer becomes a subject to a debt recovery procedure, is declared bankrupt, placed into liquidation or otherwise becomes insolvent.

17. Assignment of the Agreement, Subcontractors

The Customer is not entitled to assign or otherwise transfer this Agreement to a third party without prior written approval of the Service Provider.

The Service Provider is entitled to assign the Agreement to a company belonging to the same group of companies and also to a third party when transferring the business or part of the business related to the Agreement.

The Service Provider is entitled to use subcontractors in order to provide the services under this Agreement. The Service Provider is held liable for acts or omissions committed by the subcontractor.

18. References

The Service Provider is entitled to use the Customer as a reference and to this purpose reveal the Customer's name, logo and provide a general description of the performed maintenance or repair work, taking into account the confidentiality obligation according to this Agreement.

19. Regulatory provisions

If the legislation binding on the Service Provider is amended, or when an Authority such as the Finnish Rail Regulatory Body gives recommendations, decisions or regulatory provisions that affect the service provision or the terms and conditions of the Service Provider, the Service Provider shall be entitled to amend the terms of the Agreement (including these general terms and conditions) so that they are in compliance with the amended legislation or recommendations, decisions or regulatory provisions of the Authorities.

However, where this would be unreasonable or otherwise not in line with

the Parties' original intent, the Parties shall start negotiations to amend the Agreement in good faith, as to match the Parties' original intent as precisely as possible. If the Parties are unable to reach a consensus in such a situation, either Party may, as a last option, terminate the Agreement with immediate effect. Should this occur, neither Party shall have any obligations towards the other Party on the basis of early termination of the Agreement or the basis that led to such termination.

20. Governing Law and Disputes

This Agreement shall be governed by the laws of Finland.

The Parties shall settle any dispute arising from this Agreement primarily through negotiations. Where the Parties are unable to reach an agreement, any dispute arising out of this Agreement, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The arbitration proceeding shall occur in Helsinki.

Either Party may implement and seek from any court of competent jurisdiction any interim relief that such Party deems necessary.

The Parties shall keep confidential and not to disclose to third parties, without prior written approval of the other Party, the existence of the possible arbitration proceeding, awards made in the arbitration and all materials and information provided or handed out in the arbitration by another Party.

Notwithstanding the foregoing, disclosing of confidential information shall not be prohibited if it is required by law, regulatory provisions of the Finnish Rail Regulatory Body or other competent Authority, or if it is essential in order to protect the rights of the Party, necessary for enforcement purposes, or when appealing to ordinary court or other court of competent jurisdiction. In addition, the confidentiality obligation laid down in this paragraph shall not preclude the disclosure of the confidential information to an external party, such as financial or legal adviser, provided that the receiving party has committed not to disclose confidential information to third parties.

21. Limitation of actions

The claim against the Service Provider shall be instituted within one (1) year of the taking over of the maintenance work, failing which shall result in losing the right of action.