

Terms and Conditions of Sale

1. Introduction

- 1.1 These Terms and Conditions (“**Terms**”) apply to purchases of Logmore products (“**Logmore Products**”) which are sold by Logmore Oy (2812529-4, Korkeavuorenkatu 35, FI-00130, Helsinki, Finland) (“**Logmore**”) to you. Logmore Products include:
- 1.1.1 data logger devices - devices which can be used for measuring and gathering data through their sensors. The gathered data can be transmitted to and stored to Logmore’s platform service by scanning data logger’s QR code with a compatible mobile phone or other device with a connection to the internet.
 - 1.1.2 ScanPoint device - devices which can be used for scanning data logger’s QR code and for transmitting the scanned data to Logmore platform service over a connection to the Internet (connection not included to the device).
- 1.2 Logmore Products which are sold to you are listed in the Quote and/or in the Order Acknowledgement. By accepting a Quote, you accept and agree to be bound by these Terms and that the sale of Logmore Products to you is subject to these Terms.

2. Free Logmore Platform Service

- 2.1 Logmore will provide you with a limited version of Logmore’s platform service free of charge for the minimum period of 24 months as of the date of the Quote. The provision of this service is solely subject to individual and separate terms and conditions which are available at logmore.com/terms. You agree that the contractual relationship governing the use of this Logmore’s platform service is an independent contractual relationship which forms an individual and separate contract apart from the contract governing the sale of Logmore Products under these Terms.

3. Additional Logmore Services

- 3.1 You may further purchase additional services relating to Logmore Products (“**Additional Services**”). These additional services include (without limitation):
- 3.1.1 Logmore Cloud - a cloud-based software service, available on a SaaS basis via the Internet at Logmore's website. Logmore Cloud is designed to collect, configure, monitor, and report the data gathered by data logger devices.
 - 3.1.2 Logmore Cloud APIs - a software interface between Logmore Cloud and another application(s), available via the Internet.
- 3.2 The provision of the Additional Services is solely subject to individual and separate terms and conditions which are available logmore.com/terms. You agree that the contractual relationship governing the use of these Additional Services is an independent contractual relationship which forms an individual and separate contract apart from the contract governing the sale of Logmore Products under these Terms.

4. Contract Formation

- 4.1 You can place an order for the purchase and sale of Logmore Products by accepting a quote (“**Quote**”) which Logmore has sent to you. A Quote is valid for the period of time

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indicated therein upon which it expires. If no validity period is indicated in the Quote, the Quote is valid for three days upon its date or sending to you (whichever is earlier).

- 4.2 A contract (“**Sales Contract**”) for the purchase and sale of Logmore Products will come into force between you and Logmore once Logmore has confirmed your order by giving you a communication acknowledging your order (“**Order Acknowledgement**”) or once Logmore has started to fulfil the order placed by accepting the Quote.
- 4.3 In the event of discrepancy between a Quote and an Order Acknowledgement, the Quote is decisive.
- 4.4 A Sales Contract for Additional Services can be concluded in the manner described in this Section 4 and in the manner described in Section 5. This, however, does not change what is agreed in Paragraph 3.2 above.

5. Cancellation

- 5.1 You and/or Logmore are entitled to cancel your order until a Sales Contract has become into force. Thereafter, no right to cancel an order exists.

6. Prices and Payment

- 6.1 Price, currency and payment term for the Logmore Products are quoted in the Quote and/or in the Order Acknowledgement. If they are not indicated therein, the price is in accordance with Logmore’s then-current price list, the currency is EUR and the payment term is 14 days net from the date of the invoice.
- 6.2 If your purchase or use of Logmore Products is subject to any type of use or sales tax, levy, duty or other tax or fee, Logmore may charge you for those.
- 6.3 Price payable by you to Logmore for the Logmore Products is invoiced. Interests and penalties on delayed payments accrue in accordance with the applicable law.

7. Delivery

- 7.1 The delivery term for Logmore Products is quoted in the Quote and/or in the Order Acknowledgement. If the delivery term is not indicated therein, the delivery term for Logmore products is EXW Jyväskylä, Incoterms 2020.
- 7.2 The delivery fee for Logmore Products is quoted in the Quote and/or in the Order Acknowledgement. If the delivery fee is not indicated therein, the delivery fee for Logmore Products is in accordance with Logmore’s then-current price list.
- 7.3 Delivery will be made to the address quoted in the Quote and/or in the Order Acknowledgement.
- 7.4 Delivery time schedule specified in the Quote and/or in the Order Acknowledgement is an estimate. Logmore does not undertake to dispatch Logmore Products by a particular date.

8. Title and Risk of Loss

- 8.1 Risk of loss or damage to the Logmore Products shall pass from Logmore to you at the moment the Logmore Products are dispatched to you, regardless of the agreed delivery term.
- 8.2 The title to the Logmore Products shall pass to you upon payment of the purchase price in full to Logmore.

9. Acceptance Inspection

- 9.1 You must perform the acceptance inspection of the Products without any delay. You shall inform Logmore in writing of all defects or errors detected in the delivery and shall identify such defects and errors in sufficient detail without undue delay.

10. Logmore Limited Warranty

- 10.1 In respect of Logmore Products, Logmore provides you with the following warranty:
 - 10.1.1 In case a Logmore Product becomes non-functional during 12 months from the date of delivery due to a defect in materials or workmanship, Logmore shall repair or replace (to be determined solely by Logmore) it after you have returned the non-functional Logmore Product to Logmore at your responsibility.
 - 10.1.2 The warranty herein does not cover any issue arising out of or related to any cause beyond the control of Logmore including but not limited to any malfunctioning, defect or failure resulting from incorrect use, misuse or installation or operation contrary to published specifications, improper or inadequate maintenance, modification by you or any third party, accident, fire, flood or normal wear and tear.
 - 10.1.3 The warranty herein lapses if you have failed to perform any of your obligations arising out of the Sales Contract.
 - 10.1.4 The warranty herein is valid only for the original purchaser of Logmore Product. You may not assign it to a third party.
 - 10.2 To the extent allowed by mandatory law, Logmore does not have any other responsibility or liability for the Logmore Products than the warranty herein. The Logmore Products are provided "as is" and "as available" and Logmore expressly disclaims all other express or implied warranties, including but not limited to the warranties of merchantability, correctness and fitness for a particular purpose.
- 11. Consent, Customs Duties and Export**
- 11.1 You are responsible for obtaining at your own cost any license or consent of any government or authority which may be required for the acquisition, carriage or use of Logmore Products by you.
 - 11.2 If Logmore Products sold to you under these Terms are subject to export control laws and regulations, you are responsible for complying with those laws.
 - 11.3 Any customs charges, import duties and taxes for customs clearance or import duties or taxes must be met by you, as Logmore has no control over what these charges are.

12. Limitation of Liability

- 12.1 The total aggregate liability of a party towards the other party under these Terms and/or a Sales Contract shall not exceed the amount paid by you to Logmore for Logmore Products under these Terms and the individual Sales Contract giving rise to liability during the twelve (12) months immediately preceding the event giving rise to liability. A party shall not be liable for any indirect damage or loss or corruption of data.
- 12.2 The limitations of liability do not apply to damages caused by wilful misconduct, gross negligence or Customer's obligation to pay the price for Logmore Products.

13. Modifications to Terms

- 13.1 Logmore informs you that on behalf of Logmore, no Logmore employee, representative or affiliate has the authority to make any modification, extension or addition to these Terms and/or sell Logmore Products subject to any other terms (including but not limited to any standard terms of the buyer) than the Terms. Any modification, extension or addition to these Terms (or sale of Logmore Products subject to any other terms than the Terms) is subject to a written approval and signing of Logmore's legal representative.

14. General

- 14.1 A Quote, an Order Acknowledgement and these Terms constitute the entire agreement and thus the Sales Contract between Logmore and you with respect of the Logmore Products within their scope replacing and superseding any prior written and/or verbal communication in the subject matter.
- 14.2 If any provision herein is held to be invalid or unenforceable to any extent, then such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent.
- 14.3 Neither party may assign a Sales Contract without other party's prior written consent. Logmore shall, however, be entitled to assign the Sales Contract in whole or in part to its affiliate and in connection with a merger or acquisition process including but not limited to the transfer of business and/or any other corporate transaction or restructuring without the prior written consent.
- 14.4 Logmore shall not be liable for any delays or non-performance of its obligations or any damages caused by an impediment beyond its reasonable control, which it could not have reasonably taken into account at the time of entering into the Sales Contract, and whose consequences it could not reasonably have avoided or overcome. For instance, errors in public communication networks or electricity supply shall constitute such an impediment. Strike, lockout, boycott and other industrial action shall constitute a force majeure event also when Logmore is the target or party to such action. A force majeure event suffered by a subcontractor of Logmore shall also discharge Logmore from liability, if the work to be performed under subcontracting cannot be done or acquired from another source without incurring unreasonable costs or significant loss of time. Logmore shall without delay inform the other party in writing of a force majeure event and the termination of the force majeure event.
- 14.5 The Agreement is interpreted, construed and governed exclusively in accordance with the laws of Finland, without reference to its choice of law rules. The UN Convention on Contracts for the International Sale of Goods shall not apply.

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- 14.6 Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitration of the Finland Chamber of Commerce. However, at the request of a party, the Arbitration Institute of the Finland Chamber of Commerce may determine that the Arbitration Rules of the Finland Chamber of Commerce shall apply instead of the Rules for Expedited Arbitration, if the Arbitration Institute considers this to be appropriate taking into account the amount in dispute, the complexity of the case, and other relevant circumstances. The language of arbitration shall be English.
