

SUORA BROADCAST OY – GENERAL TERMS OF DELIVERY

1 Scope of application

These terms of delivery apply to the services delivered to the customer by Suora Broadcast Oy (hereinafter referred to as “Suora”). Unless otherwise agreed on in writing between the customer and Suora, these general terms of delivery are complied with alongside what has been agreed on separately between the customer and Suora in the contract concerning the service. In the event that the contract concerning the service and these general terms of delivery are in conflict with one another, the contract concerning the service always takes precedence.

2 Transfer of agreement

Neither party has the right to transfer the agreement to a third party without the prior consent of the other party provided in writing.

3 Delivery of service

3.1 Customer’s obligation to contribute

The customer is responsible for any separately required filming and other permits as well as for the parking spaces of outdoor production vehicles.

The customer must provide Suora with adequate and accurate technical and any other data necessary for carrying out the services well in advance and inform Suora, in good time, of any changes to the data it has delivered to Suora and of any other matters relevant in terms of the performance of the services. The customer is responsible for the data, guidelines, and instructions it provides to Suora as well as for the services carried out according to them being fit for their intended purpose.

The customer must provide Suora with access to the necessary premises and in other respects contribute, according to the best of its ability, to the service’s delivery. The customer must arrange the necessary space for Suora to carry out the service.

3.2 Customer’s delay

If Suora is unable to produce its own share of the delivery according to the agreed schedule for a reason attributable to the customer, the customer is nevertheless obligated to pay Suora according to the original schedule of payments. If the service is delivered after the agreed time of delivery due to a reason attributable to the customer, the new time of delivery must be agreed upon jointly.

3.3 Cancellation of event

If the event the production concerns is cancelled a) at least three (3) working days in advance, the service fee will not be charged; b) no later than on the date of the event in such a way that Suora has not already begun to deliver the service, Suora charges 80% of the service fee; or c) any later than what is mentioned above, Suora charges the service fee in full.

3.4 Suora’s right to withdraw from production

Suora has the right, without liability to pay compensation, to decide to withdraw from production, provided that Suora deems the production to pose an unreasonable risk to the production staff or equipment. Such reasons may include shortcomings in the occupational safety of the location in which the service is delivered.

In such cases, Suora will not charge a service fee.

3.5. Acceptance of delivery

A delivery is deemed accepted unless the customer complains about an observed defect in writing within one (1) week of the delivery. The delivery is deemed accepted regardless of the complaint unless the service contains a defect as referred to in section 5.1. The customer bears the costs of the inspection and any testing falling outside the scope of the service.

4 Production of service and changes

Suora has the right to produce the service pursuant to the contract in the manner it deems best and to use subcontractors in the service's production. Suora is responsible for the performance of its subcontractor in the same manner as for its own performance.

5 Service defect; maintenance of service and repair of defects

5.1 Service defect

The service is deemed to have a defect if it materially departs from the qualities defined in the contract concerning the service and this departure materially impedes the use of the service.

Any possible problems in services produced by third parties, such as in data communications, are not deemed a service defect.

5.2 Repair of defects

Suora corrects any defects in live broadcasts as soon as possible.

Any other defects in the service are repaired on working days between 8:00 a.m. and 4:00 p.m. and as soon as possible. If the customer wishes to have a defect repaired during other hours, they can be repaired by separate agreement and the work will be subject to a charge pursuant to the price list.

5.3 Maintenance restrictions

Maintenance does not cover the repair of a defect attributable to a reason independent of Suora or a reason for which the customer is responsible, such as the service's incorrect use, oversight or negligence in complying with the instructions pertaining to the use of the service or the service's environmental requirements, or equipment, telecommunication connections, software or specifications falling outside the scope of the service or a change, repair or connection made or a tool used by someone other than Suora.

5.4 Repair of defect

Suora's liability for a service defect is limited to the repair of the defective service for which Suora is responsible or the reperformance of the service carried out defectively.

6 Compensation of costs and damage

6.1 Damage caused by negligence

Both parties are liable to pay damages to the other party for any direct damage shown by the injured party to be attributable to the other party's negligence. During each month, the party's liability is limited to an amount equal to what is invoiced for the part of the service in question during a month.

If the party is nevertheless contractually or otherwise obligated to pay liquidated damages, a re-fund or some other standard compensation to the other party due to its breach of agreement, the party's liability for damages is limited to the amount of this standard compensation.

6.2 Limitation of liability

Neither party is liable to compensate for indirect or consequential damage. Nor is either party liable to pay compensation for any damage attributable to matters for which the other or a third party is responsible (such as damage caused by the activities of the customer, a service user, another telecommunications company or service producer or any equipment, telecommunication connections or software for which the aforementioned are responsible) or for any damage attributable to a cause independent of the party (such as damage caused by voltage disruptions, thunder storms, the power grid, a fire, water damage or some other accident).

6.3 Claim for damages

Damages must be claimed within three (3) months of the detection of the defect which forms the basis of the claim or of when it should have been detected or as of the delivery.

6.4 Defects in equipment controlled by customer

If the customer connects defective or disruptive equipment, configurations or software to the service or if a defect reported by the customer is caused by equipment, telecommunication connections, configurations or software under the customer's control, the customer is liable to compensate Suora for any possible damage and for the costs incurred when locating the defect.

7 Charges and invoicing

7.1 Charges to be paid for the service

The customer pays Suora for the service and its use in accordance with the payments specified in the price list or the contract. Any possible additional work is subject to a payment pursuant to Suora's price list. Any possible costs pertaining to additional equipment or additional subcontracting are subject to the relevant cost and Suora's general cost increment, 18% (acquisition cost/0.82). The term of payment is 14 days net.

7.2 Due dates

Payment must be made no later than on the due date indicated on the invoice. In addition to collection charges and processing fees, Suora is entitled to charge, for any overdue payments, an annual interest on delayed payment pursuant to the valid Interest Act as of the invoice's due date.

7.3 Complaints

Any complaints concerning invoices must be made in writing prior to the due date. Despite the complaint, the customer must pay the invoice's undisputed amount by the due date. If the complaint is deemed groundless in a check, the customer must pay the invoice, including interest on delayed payment, within two (2) weeks of being informed of the result of the check.

7.4 Changes to price list

Suora has the right to amend its price lists and the fees charged for the use of the service. The customer will be informed of any price increases no later than fourteen (14) days prior to the change's entry into force in the form of a bulletin or in some way either in writing or electronically to the latest invoicing address or email address provided by the customer. The customer is entitled to terminate the agreement with immediate effect when the increased prices take effect.

8 Termination of agreement

8.1 Agreements valid until further notice

An agreement that is valid until further notice can be terminated with a period of notice of six (6) months, provided that the parties have not agreed otherwise in the contract.

8.2 Customer's right to cancel agreement

The customer has the right to cancel the agreement if the service departs in a material way from what was agreed and Suora fails to repair the defect or renew the delivery within a reasonable amount of time despite the customer's written complaint, or if the service's delivery is delayed for an unreasonable period of time due to Suora's negligence. The customer's right to cancel applies solely to the defective or delayed part of the service.

8.3 Suora's right to cancel agreement

Suora may cancel the service contract in full or in part if the customer is in material breach of its contractual obligations and fails to remedy its breach within fourteen (14) days of Suora's written request.

9 Non-disclosure obligation

Both parties agree to maintain the confidentiality of any confidential material and data they receive from the other party. Both parties are responsible for ensuring, for their part, that the employees in their service and any possible subcontractors used by them agree to comply with the non-disclosure clause above. This non-disclosure clause remains in effect even after the agreement has terminated.

10 Disputes and applicable law

This agreement is governed by Finnish law. All disputes which the parties fail to settle through mutual negotiations are settled in the District Court of Helsinki.

11 Order of precedence

In the event of a conflict between the signed contract document and the appendices thereto, the contract document takes precedence, after which the appendices are applied in their numerical order.

12 Notifications

The customer must send any notifications pertaining to this agreement either in writing or electronically to Suora's address indicated in the agreement or notified of subsequently. Suora sends all notifications pertaining to this agreement in writing or electronically to the latest invoicing address provided by the customer or to an email address which the customer has provided to Suora.

The customer is deemed to have become aware of any notifications Suora has sent by mail on the seventh day as of their dispatch and of any notification sent by electronic means on the working day following their dispatch.

13 Force majeure

Either party is released from their obligations and their liability for damages if the breach of contract or failure to meet contractual obligations is attributable to a force majeure. An unusual event to be taken account of which takes place after the agreement has been signed and which the party has not had cause to account for when entering into the agreement and which is independent of the parties, or the impact of which cannot reasonably be prevented or overcome, is considered force majeure.

Such events may include war, rebellion, currency restrictions, legislative provisions and orders given by authorities, the refusal of a communication licence, requisition or seizure, an import or export injunction, natural disaster, a serious epidemic, pandemic, a suspension of public transport, data communications or energy distribution, a scarcity of transport equipment, a general scarcity of goods, restrictions of driving power, labour dispute, fire, the defectiveness or delay of telecommunication connections or equipment acquired from or in the control of a third party, cable damage caused by a third party, or some other unusual reason with equivalent impact independent of the parties as well as any defects or delays in subcontractor deliveries attributable to the aforementioned reasons.

If the fulfilment of a contractual obligation is delayed for a reason mentioned in the preceding paragraph, the contractual obligation's period of fulfilment is extended by as much as can be considered reasonable when accounting for all circumstances with an impact on the event.

14 Validity of terms of delivery

14.1 Entry into force

These terms of delivery take effect on 15 May 2020 and remain in force until further notice.

14.2 Amendments to terms of delivery

Suora may amend these terms of delivery. The customer will be informed of any new terms of delivery no later than a month prior to their entry into force by way of a customer bulletin or by some other written or electronic means. When the terms have changed materially to the detriment of the customer, the customer is entitled to terminate the agreement within one month of being notified of the amendments without a period of notice.