

Inrego OY General terms and conditions

These General Terms and Conditions form an appendix to the Framework Agreement and/or to a quotation and shall always apply to Inrego's purchase of Equipment from the Customer and to the Customer's purchase of Services from Inrego, unless otherwise specifically agreed in writing.

In the event of any conflict between the Customer's own delivery terms and/or general terms and conditions, these General Terms and Conditions shall prevail.

1. Definitions

The following terms and expressions shall have the following meanings when used in these Terms and Conditions:

"Terms and Conditions" means this document;

"Call-off agreement" refers to the ongoing agreement entered into between the Customer and Inrego for the provision of the Services, such as agreements for residual value

"Defect Reduction" means Inrego's defect deduction applicable at all times, which indicates the deduction made from the remuneration for the Equipment according to the Grading description.

"Inrego" refers to Inrego AB, Corporate identity number 556531-6352 or Inrego OY VAT ID 3162046-4.

"Customer" means the company and/or organization that sells Equipment to Inrego or purchases Services from Inrego;

"Purchase Price" means the sum of compensation for the Equipment according to the Grading description or Quotation after any deductions;

The "Framework Agreement" consists of these General Terms and Conditions, the main document and the annexes therein.

"Service Price List" means Inrego's at all times applicable price list for the Services;

"Services" refers to the services specified in the Service Price List and/or Service Description that the Customer purchases from Inrego under the Framework Agreement.

"Equipment" refers to computers, hard drives, mobile phones, smartphones, other information carriers, screens, printers and other related IT equipment that Inrego purchases from the Customer in accordance with the terms of the Framework Agreement (including these General Terms and Conditions);

"Settlement Report" means a report containing, as applicable, (i) a list of all units of the Equipment acquired by Inrego with information on make, model, serial number/IMEI number, performance, test results, information about security erasure/destruction, recycling/environmental scrapping, replacement, deductions according to Grading description and Purchase Price, (ii) copies of erasing certificates for each erased device, and (iii) a specification of services rendered and the price thereof.

2. Provision of Services and Purchase of Equipment

The parties may enter into a Call-off Agreement for Inrego's provision of Services, in which special terms and conditions relating to the Services may be specified. Inrego's provision of Services is otherwise governed by the Framework Agreement (including, for the avoidance of doubt, these General Terms and Conditions).

Inrego's acquisition of the Customer's Equipment is governed by a quotation and/or by the Framework Agreement, including Inrego's at all times applicable Grading description, Service price list and these General Terms and Conditions.

Once the customer has chosen to enter into a Framework Agreement and sent Equipment to Inrego, the sending in of Equipment is binding. The Equipment cannot be returned to the customer, and the deal cannot be reversed. Inrego receives the Equipment for payment, not for valuation, which means that the transfer is final as soon as the Equipment has arrived at Inrego.

3. The equipment**3.1 Ownership**

Ownership of the Equipment sold by the Customer to Inrego passes on to and shall remain as property of Inrego upon arrival of the Equipment at Inrego's premises. Inrego never acquires ownership of the information in the Equipment.

The Customer warrants that it has all necessary rights to sell the Equipment to Inrego and/or include the Equipment in the Services.

3.2 Delivery, liability and condition of the equipment

Delivery to Inrego takes place when Inrego or Inrego's carrier has approved receipt of the Equipment. Unless otherwise agreed and no calculation of the number of units has been made or approved upon delivery, delivery consists of the number of units Inrego registers when unpacking and the counting of the Equipment at Inrego.

A signed acknowledgement of receipt of the customer's units is not equal to the Equipment being registered yet on unit level at Inrego.

If Inrego takes care of packing and transporting the Equipment, Inrego is responsible for ensuring that the Equipment is not damaged in connection with packing or during transport.

If the Customer arranges packing while Inrego transports the Equipment, Inrego is responsible for ensuring that the Equipment is not damaged during transport, provided that the Customer can show that the packing has been carried out professionally and in accordance with Inrego's packing instructions.

Inrego's liability is limited to the condition in which the Equipment was in when Inrego received the Equipment and shall – subject to what is stated in paragraph 14 – in no case, unless otherwise agreed in writing, be more extensive than the liability of a carrier according to NSAB 2015 (Nordic Freight Forwarders' Association's General Provisions) §§ 15-21.

3.3 Locked units

Inrego undertakes to unlock certain standard system locks such as: iCloud, Google, MDM, DEP, KNOX, Bios, and Computrace, provided that the Customer provides passwords for the relevant systems. Inrego has the right to make Defect Deductions for such unlocks.

Inrego does not effectuate the Defect Reduction if the Customer provides Inrego with unlocked Equipment. Inrego is not responsible for locks, other than those mentioned above, being resold with the product. If the Customer wishes to have the Equipment checked for locks other than those stated above, the Customer may purchase that service from Inrego as an option according to Inrego's at all times applicable Service Price List.

4. Erasure**4.1 Information in the Equipment**

If security erasure is ordered by the Customer, Inrego is responsible for carrying out data erasure of storage media in the Equipment that arrives at Inrego. The erasure is carried out with certified software and the customer receives confirmation in connection with the Settlement Report as proof that deletion has been performed. In cases where no separate agreement has been reached with the Customer, the following applies:

Inrego reserves the right to choose erasure method and process in each individual case based on security and information security aspects, best practice and best available technology (BAT).

5. The Services**5.1 Inrego performance**

Inrego undertakes to perform the Services professionally, and in accordance with what otherwise follows from the Call-off Agreement.

5.2 Transport of the Equipment

In cases where Inrego is to carry out transport of the Equipment, NSAB 2015 shall apply to the transport, but always with reservation to what is otherwise stated in the Call-off Agreement.

5.3 Downstream compliance and recycling Inrego undertakes to manage all Equipment in accordance with Inrego's Responsible management program. The program means, among other things, that Inrego strives to be able to reuse Equipment or, if the Equipment cannot be reused or resold, dispose of the Equipment in an environmentally sound manner in accordance with the laws and regulations applicable at all times.

5.4 Customer participation, etc.

The Customer undertakes to contribute to the performance of the Services as efficiently as possible by following instructions from Inrego, fulfilling its responsibilities in accordance with the Service Description and the Call-off Agreement in general.

If the Customer does not comply with these commitments and this causes additional work and/or additional costs for Inrego, the Customer will be charged for the additional work in accordance with the Service Price List and/or additional costs.

6. Indemnity

Inrego pays the price for the Equipment as stated in the quotation, based upon product price list, unless otherwise agreed. If the Equipment is not complete or is defective, a price reduction will be made in accordance with the Defect Reduction.

Grading description and Service Price List are revised monthly by Inrego. Prices apply from when the Equipment is fully tested.

The Customer pays the price for the Services as stated in the Service Price List. The price of the Services is based on the Service price list enforced when the performance of the Services begins.

The customer undertakes not to use or disseminate information in the price lists to third parties.

7. Settlement report

Inrego shall, unless otherwise agreed, present a Settlement report to the Customer within 30 working days after the Equipment has arrived at Inrego's premises.

The report constitutes the final report of the assignment.

8. Purchase price, payment and invoicing

The report forms the basis for invoicing of the Equipment and Services and determines the Purchase Price and the total price for Services rendered and Equipment acquired. Any objections to the Report shall be made by the Customer no later than five (5) working days after the Report has been received by the Customer. Otherwise, the Customer shall be deemed to have accepted the Reporting. The above does not apply in the event of a defect in the Service according to these General Terms and Conditions.

Invoices addressed to Inrego or the Customer must be for 30 days net. There shall be no set-off between Inrego's and the Customer's receivables. A receivable that has not been invoiced within one year of the correct Reporting shall be deemed waived.

Inrego's prices for the Services are exclusive of VAT. Inrego is entitled to interest on late payment in accordance with the Interest Act (1975:635) in the event of the Customer's delay in payment.

9. Shortage, delay and premature termination

If Inrego through negligence fails in the performance of the Services, Inrego shall remedy the defect free of charge. If Inrego does not remedy the defect within a reasonable time, the Customer is entitled to a reduction of the agreed compensation for the Services by an amount corresponding to the deficiency. In cases where damage has arisen due to Inrego's negligence in the performance of the Service, the Customer is also entitled to damages with the limitations set out in section 14.

It is the responsibility of a party to promptly notify the other party of any delay as well as its termination. The reason for the delay and, if possible, the estimated completion of the activity in question shall be stated. A Party shall take all reasonable steps to seek to remove the obstacle.

Either party has the right to terminate the Framework Agreement in writing with immediate effect if the other party commits a material breach and does not remedy such breach within thirty (30) days from the date on which the breach has been complained of in writing. A party is also entitled to early termination of the Framework Agreement and if the other party has been declared bankrupt, initiated

composition negotiations, suspended payments or can otherwise be assumed to be insolvent.

For Services rendered or for sold Equipment that has not yet been invoiced or that has been invoiced, but not yet paid, the Customer/Inrego shall, notwithstanding the termination as above, as soon as possible, after receipt of an invoice, make full payment. The Customer may not claim that there is a defect in the Service unless the Customer notifies Inrego in writing of the defect within 30 days of the Customer noticing or should have noticed the defect in the Service.

10. Intellectual Property Rights

The Customer warrants that Inrego's position and work with the Equipment in accordance with the Framework Agreement will not infringe or infringe the intellectual property rights of third parties.

11. Processing of personal data

If Inrego processes personal data within the framework of the Service or otherwise under the Framework Agreement, Inrego is the data processor for the Customer.

As a data processor, Inrego may only process personal data in accordance with a data processing agreement agreed upon both parties, and the Customer's lawful instructions or instructions. The detailed rules for Inrego's processing of personal data are set out in the data processing agreement agreed upon by the parties.

12. Subcontractors

Inrego may engage subcontractors for the performance of the Services. A party is responsible to the other party for the work of its subcontractors as for its own work.

13. Privacy

Each party and relevant subcontractors and/or group companies undertake not to disclose confidential information about the other party to third parties, nor to use confidential information for any purpose other than its intended purpose, unless a party is required to do so by law, regulation, authority decision or court decision.

For the purposes of this provision, "confidential information" means any information — technical, commercial or otherwise — whether or not the information is documented, which a party wishes to keep secret, with the exception of information which is or becomes generally known otherwise than through a breach of this provision. The information in the Equipment shall always be considered confidential.

The confidentiality obligation as above applies throughout the Framework Agreement duration.

14. Limitation of Liability

Inrego's liability – in the form of price reductions or damages – under this Framework Agreement (including, for the avoidance of doubt, a Call-off Agreement or a quotation) is limited to direct damages incurred due to Inrego's negligence.

Inrego's liability in relation to any damage or other loss (regardless of how the damage or loss was caused, including damage or loss caused by negligence) arising during or in connection with the provision of the Services shall be limited per claim (including a series of related claims) to an amount equal to 20 percent (20%) of the compensation paid by Customer for the Services delivered during the twelve (12) months immediately preceding the injury (or the first injury in the case of a series of related injuries). In any event, Inrego's aggregate liability in relation to damage or other loss (regardless of how the damage or loss was caused, including damage or loss caused by negligence) shall be limited to 20,000 EUR.

15. Force majeure

If a party is prevented from fulfilling its obligations due to circumstances beyond the party's control, this shall constitute grounds for exemption that entails postponement of the date of performance and exemption from liability for damages and other possible penalties.

If the performance of the Framework Agreement is substantially prevented for more than three months due to the above circumstances, a Party may terminate the relevant parts of the Framework Agreement in writing with immediate effect. Neither party shall have any liability to the other for the termination due to force majeure.

16. Amendments and additions

The Framework Agreement constitutes the parties' complete settlement of all matters relating to the acquisition of Equipment or the performance of Services and supersedes all written or oral commitments and representations that preceded the same, unless otherwise stated in the Framework Agreement. However, Inrego reserves the right to change these General Terms and Conditions at any time. The current and latest version of the General Terms and Conditions is available at Inrego's webpage. Inrego will inform all parties about changes in the Terms and Conditions through e-mail and Customer portal.

17. Governing Law and Jurisdiction

Any dispute concerning the interpretation or application of this Framework Agreement shall primarily be resolved through negotiation between the parties. If the parties cannot agree, disputes regarding the interpretation or application of this Framework Agreement and related legal issues shall be settled in accordance with Finnish law and with the Helsinki District Court as the first instance.

Deltagare

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