

## **Power Plaza Network Service Terms of Agreement**

### **General**

These Terms of Agreement outline the terms for the use of the Power Plaza network service (hereinafter referred to as "Service") provided by Kumera Drives Oy (hereinafter referred to as "Service Provider") as well as the terms for purchase and delivery of products. Upon registering with the Service or purchasing products at the Service, the Service User (hereinafter referred to as "Customer") accepts these terms and agrees to follow them. The Service contains more detailed information and instructions regarding these terms.

All rights for the contents of the Service belong to the Service Provider. The Service Provider has a right to modify these Terms. The Customer accepts the modifications of these Terms upon using the Service. These Terms are available at the Service Provider's website [www.kumera.com/powerplaza/legal](http://www.kumera.com/powerplaza/legal).

### **Registration**

The Customer creates his or her user ID by completing a contact information form and by selecting his or her individual user name and password. In this way the Customer registers himself or herself as a user of the Service.

The Service Provider has an unlimited right to refuse the registration and a right to close the Customer's user account, without notifying any reason.

The Customer shall be a legal person or a natural person employed by a legal person, who is authorized by, and acts at the risk of and on behalf of a legal person.

The Customer is responsible for the completeness and correctness of the data provided by him or her to the Service Provider and for the use and safety of the user name and password. In case the Customer becomes aware or suspicious that a third party has got access to the Customer's user name and password and is misusing this data, the Customer shall immediately notify the Service Provider.

### **Register data and its use**

The Customer data shall be collected and recorded in the Service Provider's customer register.

The Customer has a right to check his or her individual register data, modify it and terminate the registration.

### **Description of the Service**

The Service provides the Customer with significant information about the Service Provider's products and services. The content of the Service can be modified continually by the Service Provider at any time without prior notice.

Based on the initial data given by the Customer the Service produces a quotation, including the price, delivery time and other delivery information, to the Customer. On the basis of the quotation the Customer can place an order at the Service.

Due to the continuous product development and a wide range of technical variations of the products, the technical specifications and other details of the products and services contained in the Service are not legally binding for the Service Provider.

The Service Provider makes no warranties that the functions contained at the Service will be uninterrupted and error-free.

### **Purchase and delivery of products**

The Customer is solely responsible for the correctness and completeness of the initial data entered to the Service as well as for the applicability of the product ordered on the basis of the initial data for its intended use.

The order placed by the Customer at the Service is legally binding. The Service Provider has no obligation to accept the order. The Service Provider will process the order within five (5) working days after placing of the order at the Service and send an order confirmation to the Customer within the same time period to the e-mail address

given in the registration data. In case the Service Provider is not able to accept the order as such, the Service Providers sales coordinator will contact the Customer. If the Customer has not received an order confirmation or has not been contacted as described above, the Service Provider has not accepted the order.

### **Commercial terms**

The commercial terms of the order, such as delivery, payment and warranty terms, will be presented to the Customer before submitting the order at the Service.

In addition to these Terms, the General Conditions NL 09 E will be applied in case the Customer's address registered in the Service is located in Finland, Sweden, Norway, or Denmark. Otherwise the General Conditions Orgalime S 2000 will be applied.

### **Disclaimer**

Under no circumstances, including, but not limited to, negligence, shall the Service Provider, nor any of its directors, officers or employees be liable for any direct, indirect, special, incidental or consequential damages whatsoever that result from the use of, or the inability to use these pages.

### **Links to third party websites**

The Service can contain links to third-party websites. The Service Provider accepts no liability for the contents of such websites, in particular for any direct or indirect damage that results from the use of these external websites. The Service Provider does not make representations about or endorse the content of such web sites and does not have any control over the information given therein.

### **Intellectual property rights**

The intellectual property rights of the Service (such as copyright, trademark, protection of designs and other rights) belong exclusively to the Service Provider. The Customer has only a non-exclusive and non-transferable access right to the Service.

The Customer is permitted to download and print calculations and drawings as well as other information included in the Service for the purpose to place an order to the Service Provider.

### **Infringement of intellectual property rights**

The Service Provider warrants that the Service does not infringe any valid third party intellectual property rights in the countries where the Customer is located (has the registered address).

The Service Provider shall not be liable in any way for the infringement of intellectual property rights that results from the Customer's misuse of the Service or from changes the Customer might have made in the Service or Service's content.

### **Confidentiality**

Each party shall keep in confidence all material and information received from the other party and marked as confidential or which should be understood to be confidential, and may not use such material or information for any purposes other than those set out in the Service.

Each party shall promptly cease using confidential material and information received from the other party and if not otherwise mutually agreed, return or destroy the material including all copies thereof in a reliable manner, upon request of the other party.

### **Data security and protection**

The Service Provider guarantees that only those Service Provider's employees or subcontractors whose work requires it have access to the Customer's data.

The Service Provider guarantees that the Customers using the Service have no access to the other Customers' data.

### **Validity of the Terms**

The Service Provider may vary these Terms in relation to future sales from time to time by

publishing new terms at the Service Provider's website.

### **Force Majeure**

Neither party shall be liable for delay and damage caused by an impediment beyond the party's control and which the party could not have reasonably taken into account at the time of conclusion of the agreement and whose consequences the party could not reasonably have avoided or overcome. Such Force Majeure events shall include, if not proven otherwise, inter alia, war or insurrection, earthquake, flood or other similar natural catastrophe, interruptions in general traffic, data communications or supply of electricity, import or export embargo, strike, lockout, boycott or other similar industrial action. A strike, lockout, boycott and other similar industrial action shall also be considered, if not proven otherwise, a Force Majeure event when the party concerned is the target or a party to such an action.

A Force Majeure event suffered by a subcontractor of a party shall also be considered a Force Majeure event in relation to the party if the work to be performed under subcontracting cannot be performed or acquired from another source without incurring unreasonable costs or significant loss of time.

### **Severability**

If any provision of the Terms becomes illegal, invalid or unenforceable in any jurisdiction in relation to any Party, that provision will not invalidate the remaining provisions or affect the legality, validity or enforceability of that or any other provision in any other jurisdiction

### **Applicable law and settlement of disputes**

The laws of Finland shall be applied to this Service.

Any dispute, controversy or claim arising out of or relating to this Service, or a breach, termination or validity thereof shall be settled at a court of general jurisdiction of the Service provider's domicile.

### **The Service Provider's contact data**

Kumera Drives Oy

Business ID: FI1536748-9

Domicile: Riihimäki, Finland

Address: Kumerankatu 2, FI-11100 Riihimäki, Finland

[www.kumera.com](http://www.kumera.com)

[drives@kumera.com](mailto:drives@kumera.com)