

Trading terms and conditions

of

Traineseense

These terms and conditions regulate the business relationship between you and us. By using Our Website in any way, or by buying from us, you agree to be bound by them.

No person under the age of 18 years may purchase Products. We look forward to seeing you again when you are over 18.

We are: Traineseense Ltd, a company registered in Finland,

Our address is: Sairaalkatu 5-7 B, 33100 Tampere Finland

VAT Registration Number: 2735585-6

You are: a visitor to Our Website or our customer who buys from us

The terms and conditions:

1. Definitions

In this agreement:

“Content”	means any material in any form published on Our Website by us or any third party with our consent.
"Intellectual Property"	means intellectual property owned by us, of every sort, whether or not registered or registrable in any country, including all Licensed Products, intellectual property of kinds coming into existence after today; and including, among others, designs, copyrights and all rights which are derived from those rights.
“Licence”	means a licence granted by us to you in the terms of this agreement for use of a Licensed Product.
“Licensed Product”	means SmartPaddle Analysing software or material or thing offered for Licence by us on Our Website, whether or not bought by you. A reference to

“Product” shall be a reference to all or part of the Licensed Product.

“Our Website” means <http://smartpaddle.trainesense.com> or <https://webstore.trainesense.com> any website of ours, and includes all web pages controlled by us.

"Post" means display, exhibit, publish, distribute, transmit and/or disclose information, Content and/or other material on to Our Website, and the phrases "Posted" and "Posting" shall be interpreted accordingly;

“Product” means SmartPaddle power meter or any product sold or offered for sale by us on Our Website. Where the context does not expressly exclude it includes a reference to the Licensed Product.

“Software” means the software you will use in association with the Product, It includes all software owned by us, regardless of the source from which you acquired it, and the time when you have or will acquire it and whether it is sold separately as License or is included in the Licensed Product.

2. Interpretation

In this agreement unless the context otherwise requires:

- 2.1. a reference to a person is a reference to one or more individuals, whether or not formally in partnership, or to a corporation, government body, or other association or organisation.
- 2.2. in the context of permission, “may not” in connection with an action of yours, means “must not”.
- 2.3. any agreement by either party not to do or omit to do something includes an obligation not to allow some other person to do or omit to do that same thing.
- 2.4. except where stated otherwise, any obligation of any person arising from this agreement may be performed by any other person.

- 2.5. a reference to an act or regulation includes new law of substantially the same intent as the act or regulation referred to.
- 2.6. these terms and conditions apply to all supplies of Products by us. They prevail over any terms proposed by you.
- 2.7. in this agreement references to a party include references to a person to whom those rights and obligations are transferred or passed as a result of a merger, division, reconstruction or other re-organisation involving that party.
- 2.8. these terms and conditions apply in any event to you as a buyer or prospective buyer of our Product and so far as the context allows, to you as a visitor to Our Website.
- 2.9. this agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or translation of this agreement in any other language, the English language version shall prevail.

3. Our contract with you

- 3.1. When you buy a Product, you are also buying a Licence limited to the use of that Software in association with the Product, subject to the terms of this agreement.
- 3.2. In entering into this contract you have not relied on any representation or information from any source except the definition and explanation of a Product given on Our Website.
- 3.3. If you use Our Website in any way and make an order on behalf of another person you warrant that you have full authority to do so and you accept personal responsibility for every act or omission by you.
- 3.4. You acknowledge that you understand exactly what is included in a Product and you are satisfied that the Product you have selected is suitable and satisfactory for your requirements;
- 3.5. We do not guarantee that a Product advertised on Our Website is immediately available.

- 3.6. The price of Product may be changed by us at any time. We will never change a price so as to affect the price charged to you at the time when you buy those Products.
- 3.7. We may change these terms from time to time. The terms that apply to you are those posted here on Our Website on the day you order Product
- 3.8. If in future, you buy Product from us under any arrangement which does not involve your payment via Our Website; these terms still apply so far as they can be applied.
- 3.9. We do not sell the Products in all countries. We may refuse to deliver the Product if you live in a country we do not serve.

4. Your account with us

- 4.1. You agree that you have provided, and will continue to provide accurate, up to date, and complete information about yourself. We need this information to provide you with the Product.
- 4.2. If you use Our Website, you are responsible for maintaining the confidentiality of your account and password and for preventing any unauthorised person from using your account.

You agree to accept responsibility for all activities that occur under your account or password. You should tell us immediately if you believe some person has accessed your account without your authority and also log in to your account and change your password.

5. Acceptance of your order

- 5.1. Your order is an offer to buy from us. We shall accept your order by [e-mail confirmation]. That is when our contract is made. Our message will also confirm details of your purchase and tell you when we shall despatch your order.
- 5.2. If we do not have the entire Product you order in stock. If this happens you may cancel all or part of your order;

6. Price and Payment

- 6.1. The price payable for the Product that you order is clearly set out on Our Website.
- 6.2. The Price of Software embedded in the Product first time is included in the price of the Product.
- 6.3. The Price of Licensed Product is separately set out on Our Website.
- 6.4. Any information given by us in relation to exchange rates are approximate only and may vary from time to time.
- 6.5. Prices are inclusive of any applicable value added tax or other sales tax.
- 6.6. If, by mistake, we have under-priced the Product, we will not be liable to supply those Product to you at the stated price, provided that we notify you before we dispatch these to you.
- 6.7. The price of the Product does not include the delivery charge which will be charged at the rates applicable at the date you place your order and which will be displayed on a page of Our Website before we ask you to pay.
- 6.8. If we owe you money (for any reason), we will credit your credit as soon as reasonably practicable but in any event no later than 14 days from the date when we acknowledge that repayment is due.

7. Security of your credit card

We take care to make Our Website safe for you to use.

- 7.1. Card payments are not processed through pages controlled by us. We use one or more online payment service providers who will encrypt your card or bank account details in a secure environment.
- 7.2. If you have asked us to remember your credit card details in readiness for your next purchase or subscription, we will securely store your payment details on our systems. These details will be fully encrypted and only used to process your automatic monthly payments or other transactions which you have initiated.

8. Delivery

- 8.1. Product are delivered within 30 days from the day you place an order to purchase the Product.
- 8.2. We shall deliver the Product using DHL to the address stipulated in your order. You must ensure that someone is present to accept delivery.
- 8.3. If we are not able to deliver your Product within 30 days of the date of your order, we shall notify you by e-mail to arrange another date for delivery.
- 8.4. We may deliver the Product in instalments if they are not all available at the same time for delivery.
- 8.5. Product are sent at our risk until signed for by you or by any other person at the address you have given to us.
- 8.6. All Product must be signed for on delivery by an adult aged 18 years or over. If no one of that age is at the address when the delivery is attempted the Product may be retained by the driver. When your Product arrive it is important that you check immediately the condition and quantity. If your Product have been damaged in transit, you must refuse the delivery and immediately contact us so that we may dispatch a replacement quickly and minimise your inconvenience.
- 8.7. Signing "Unchecked", "Not Checked" or similar is not acceptable.
- 8.8. Time for delivery specified on the order, if any, is an estimate only and time shall not be of the essence.

9. The Licence

- 9.1. You may buy our Licensed Product from Traineseense web store or download Traineseense app from Google play store or iTunes app store.
- 9.2. Subject to the terms of this agreement, we grant you the Licence to use a Licensed Product.
- 9.3. If any information you give us is inaccurate, your Licence is automatically terminated and no refund of money will be due to you.

- 9.4. You have no right to use a Licensed Product beyond the scope of use for which you have bought it.
- 9.5. Each Licensed Product is marked on Our Website as to whether the price is fixed or must be provided by us direct to you depending on information you give us via Our Website.
- 9.6. This Licence is limited by the restrictions on use and by the choices you have made which relate to time, extent, numbers, type of usage, and other matters, at the time of purchase of your Licence.
- 9.7. No express or implied licence of the Licensed Product or any other material is granted to you other than the express Licence granted in this agreement.
- 9.8. The Licence is valid for time(s) mentioned in webshop. At the expiry of licence you have to pay the price for the Licensed Product.

10. If you buy as a consumer

This paragraph applies if you buy as a consumer as defined in the European Union Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Provided those regulations apply to the transaction concerned, then the following terms apply to the contract.

Please note that following sub paragraphs apply only to a Product delivered to you in a hard medium.

- 10.1. As required by the Regulations, details of our after-sales service and guarantees, if any, are given in Our Website terms and conditions or in catalogues.
- 10.2. Products are delivered within **30 days** from the day you place an order to purchase a Product.
- 10.3. You may cancel your order at any time before the expiry of 14 days from the date you receive the Product, not including the day you received it.
- 10.4. The option to cancel your order is not available for sealed device or sealed computer software, if you unsealed it after delivery;

- 10.5. If you decide to cancel your order within 14 days after we have despatched a Product, you have a further 14 days in which to return the Product.
- 10.6. You are responsible for the cost of returning a Product. We have no obligation to refund to you, your cost of re-packing and returning a Product.
- 10.7. If you give notice to cancel the order to purchase a Product, but then fail to return it within 14 days, we are entitled to arrange for its collection. If we do, we will look to you to repay the cost of collection.
- 10.8. In the event of cancellation of an order by you in compliance with these terms, we will refund any money due to you within 14 days.
- 10.9. To assist us in identifying your Product on receipt by us, we ask you to provide e-mail address for a return reference to be placed below our address / returns label.
- 10.10. This paragraph does not affect your rights in the event that the Products are faulty.

Please note that following sub-paragraphs apply only to a Licensed Product you download as set out in this agreement.

- 10.11. Our Products are “delivered” by allowing you to download. As a result we are unable to allow you 14 days to return a downloaded Licensed Product.
- 10.12. To comply with the Regulations we require you to instruct us to deliver a Licensed Product to you immediately. If you do this you will lose your right to cancel in the 14 day period.
- 10.13. By accepting Trainesense terms and conditions, you now do instruct us to deliver a Licensed Product as soon as we are reasonably able and you understand that in doing so you lose your right to cancel.
- 10.14. You have no right to a refund of money paid for a Licensed Product once that Licensed Product has been made available to you by download.

11. Dissatisfaction with a Product

11.1. Our most important task is to ensure your absolute satisfaction. We will always strive to reach that target. However, we acknowledge that mistakes are made occasionally. This paragraph covers that possibility. If you are not wholly satisfied with a Product, please complete the online web form to inform us

If you do not follow the procedure for complaints as set out on Our Website, we may be unable to identify you and the Product you have bought.

12. Liability for subsequent defects

12.1. We will repair or replace the Product showing a defect in the following circumstances:

12.1.1 the defect is reported to us within 24 months of purchase;

12.1.2 the defect results only from faulty design or manufacture;

12.1.3 you have returned the defective Product or parts to us if we have so requested.

12.2. If we agree that we are liable, we will refund the cost of return carriage and will repair or replace the Product free of charge.

12.3. If we repair or replace Product, you have no additional claim against us either under this agreement or by statute or common law, in respect of the defect.

13. Product returned

These provisions apply in the event that you return any Product to us for any reason except as a result of your cancellation under the Regulations:

13.1. We do not accept returns unless there was a defect in the Product at the time of purchase or we have agreed in correspondence that you may return them.

- 13.2. The Product must be returned to us as soon as any defect is discovered but not later than 14 days.
- 13.3. Before you return a Product to us, please carefully re-read the instructions and check that you have assembled it correctly and complied with any provisions relating to the power supply, plugs and sockets.
- 13.4. So far as possible, Product should be returned:
 - 13.4.1 with both Product and all packaging as far as possible in their original condition;
 - 13.4.2 securely wrapped;
 - 13.4.3 including our delivery slip;
 - 13.4.4 at your risk and cost.
- 13.5. The procedure for return of Product is set out on Our Website. If you do not follow this procedure, we may be unable to identify you as the sender of the Product.
- 13.6. In returning faulty Product please encloses with it a note clearly stating the fault and when it arises or arose.
- 13.7. If we agree that the Product are faulty, we will:
 - 13.7.1 refund the cost of return carriage;
 - 13.7.2 repair or replace the Product as we choose.

14. Software updates

- 14.1. You may find all information of our Software updates on Our Website.
- 14.2. We update Software from time to time. If you wish to receive information about updates, please register via Our Website. No other instruction to us is acceptable. Registration includes pour taking your email address. We shall send any information to that address. We do not know now what will be updated, nor when, nor at what cost.
- 14.3. The Product will continue to function without Software updates.

15. Restrictions on what you may Post to Our Website

- 15.1. You agree that you will not use or allow anyone else to use Our Website to Post Content which is or may:
- 15.1.1 be malicious or defamatory;
 - 15.1.2 consist in commercial audio, video or music files;
 - 15.1.3 be illegal, obscene, offensive, threatening or violent;
 - 15.1.4 be sexually explicit or pornographic;
 - 15.1.5 be likely to deceive any person or be used to impersonate any person, or to misrepresent your identity, age or affiliation with any person;
 - 15.1.6 give the impression that it emanates from us or that you are connected with us or that we have endorsed you or your business;
 - 15.1.7 solicit passwords or personal information from anyone;
 - 15.1.8 be used to sell any goods or services or for any other commercial use;
 - 15.1.9 include anything other than words (i.e. you will not include any symbols or photographs) except for a photograph of yourself in your profile in such place as we designate;
 - 15.1.10 be incomplete or inaccurate or submitted otherwise than as requested by Our Website;
 - 15.1.11 request personal information from other users nor Post any unnecessary personal information about you or any user without his permission.
 - 15.1.12 link to any of the material specified above, in this paragraph.
 - 15.1.13 send age-inappropriate communications or Content to anyone under the age of 18.

16. Your Posting: restricted content

In connection with the restrictions set out below, we may refuse or edit or remove a Posting which does not comply with these terms.

In addition to the restrictions set out above, a Posting must not contain:

- 16.1. hyperlinks, other than those specifically authorised by us;
- 16.2. keywords or words repeated, which are irrelevant to the Content Posted.
- 16.3. the name, logo or trademark of any organisation other than yours.
inaccurate, false, or misleading information.

17. How we handle your Content

- 17.1. Our privacy policy is strong and precise. It complies fully with current law.
- 17.2. If you Post Content to any public area of Our Website it becomes available in the public domain. We have no control who sees it or what anyone does with it.
- 17.3. Even if access to your text is behind a user registration it remains effectively in the public domain because someone has only to register and log in, to access it. You should therefore avoid Posting unnecessary confidential information.
- 17.4. We need the freedom to be able to publicise our Services and your own use of them. You therefore now irrevocably grant us the right and licence to edit, copy, publish, distribute, translate and otherwise use any Content that you place on Our Website, in public domains and in any medium. You represent and warrant that you are authorised to grant all such rights.
- 17.5. We will use that licence only for commercial purposes of the business of Our Website and will stop using it after a commercially reasonable period of time.

- 17.6. You agree to waive of your right to be identified as the author and your right to object to derogatory treatment of your work as provided in the Copyright and Related Rights Act 2000.
- 17.7. You now irrevocably authorise us to publish feedback, comments and ratings about your activity through Our Website, even though it may be defamatory or critical.
- 17.8. Posting content of any sort does not change your ownership of the copyright in it. We have no claim over it and we will not protect your rights for you.
- 17.9. You understand that you are personally responsible for your breach of someone else's intellectual property rights, defamation, or any law, which may occur as a result of any Content having been Posted by you.
- 17.10. You accept all risk and responsibility for determining whether any Content is in the public domain and not confidential.
- 17.11. Please notify us of any security breach or unauthorised use of your account.
- 17.12. We do not solicit ideas or text for improvement of our Service, but if you do send to us material of any sort, you are deemed to have granted us a licence to use it in the terms set out at sub paragraph 17.4 above.

18. Removal of offensive Content

- 18.1. For the avoidance of doubt, this paragraph is addressed to any person who comes on Our Website for any purpose.
- 18.2. We are under no obligation to monitor or record the activity of any customer for any purpose, nor do we assume any responsibility to monitor or police Internet-related activities. However, we may do so without notice to you and without giving you a reason.
- 18.3. If you are offended by any Content, the following procedure applies:
 - 18.3.1 Your claim or complaint must be submitted to us in the form available on Our Website, or contain the same information as

that requested in our form. It must be sent to us by post or email.

18.3.2 we shall remove the offending Content as soon as we are reasonably able;

18.3.3 after we receive notice of a claim or complaint, we shall investigate so far as we alone decide;

18.4. We may re-instate the Content about which you have complained or not.

18.5. In respect of any complaint made by you or any person on your behalf, whether using our form of complaint or not, you now irrevocably grant to us a licence to publish the complaint and all ensuing correspondence and communication, without limit.

18.6. You now agree that if any complaint is made by you frivolously or vexatiously you will repay us the cost of our investigation including legal fees, if any.

19. Security of Our Website

If you violate Our Website, we shall take legal action against you.

You now agree that you will not, and will not allow any other person to:

19.1. modify, copy, or cause damage or unintended effect to any portion of Our Website, or any software used within it.

19.2. link to Our Website in any way that would cause the appearance or presentation of the site to be different from what would be seen by a user who accessed the site by typing the URL into a standard browser;

19.3. download any part of Our Website, without our express written consent;

19.4. collect or use any product listings, descriptions, or prices;

19.5. collect or use any information obtained from or about Our Website or the Content except as intended by this agreement;

- 19.6. aggregate, copy or duplicate in any manner any of the Content or information available from Our Website, other than as permitted by this agreement or as is reasonably necessary for your use of Our Website;
- 19.7. share with a third party any login credentials to Our Website;
- 19.8. Despite the above terms, we now grant a licence to you to:
 - 19.8.1 create a hyperlink to Our Website for the purpose of promoting an interest common to both of us. You can do this without specific permission. This licence is conditional upon your not portraying us or any Product in a false, misleading, derogatory, or otherwise offensive manner. You may not use any logo or other proprietary graphic or trademark of ours as part of the link without our express written consent. You may copy the text of any page for your personal use in connection with the purpose of Our Website.

20. Interruption to our service

- 20.1. If it is necessary for us to interrupt our service, we will give you reasonable notice where this is possible and when we judge the down time is such as to justify telling you.
- 20.2. You acknowledge that our service may also be interrupted for many reasons beyond our control.
- 20.3. You agree that we are not liable to you for any loss, foreseeable or not, arising from any interruption to our service.

21. Disclaimers

- 21.1. The law differs from one country to another. This paragraph applies so far as the applicable law allows.
- 21.2. All implied conditions, warranties and terms are excluded from this agreement.
- 21.3. We or our suppliers may make improvements or changes to Our Website, the Content, or to any Product, at any time and without advance notice.

- 21.4. You are advised that Content may include technical inaccuracies or typographical errors. This is inevitable in any large website. We would be grateful if you bring to our immediate attention, any that you find.
- 21.5. The smartpaddle.trainesense.com Website and Trainesense Products are provided “as is”. We make no representation or warranty that the Product will be:
- 21.5.1 useful to you;
 - 21.5.2 of satisfactory quality;
 - 21.5.3 fit for a particular purpose;
 - 21.5.4 available or accessible, without interruption, or without error.
- 21.6. Our Website contains links to other Internet websites. We have neither power nor control over any such website. You acknowledge and agree that we shall not be liable in any way for the content of any such linked website, nor for any loss or damage arising from your use of any such website.
- 21.7. We claim no expert knowledge in any subject. We disclaim any obligation or liability to you arising directly or indirectly from information you take from Our Website.

- 21.8. We accept no responsibility for:
- 21.8.1 malfunction in any hardware of yours;
 - 21.8.2 malfunction in any Product provided by us unless you can prove that it was defective when you received it from us;
 - 21.8.3 the provision or failure to provide any firewall;
- 21.9. We shall not be liable to you for any loss or expense which is:
- 21.9.1 indirect or consequential loss; or
 - 21.9.2 economic loss or other loss of turnover, profits, business or goodwill even if such loss was reasonably foreseeable or we knew you might incur it.
- 21.10. You agree that in any circumstances when we may become liable to you, the limit of our liability is the amount you have paid us in the immediately preceding 12 month period for the Product concerned.
- 21.11. Except in the case of death or personal injury, our total liability under this Agreement, however it arises, shall not exceed the sum of € 10,000.
- 21.12. This paragraph (and any other paragraph which excludes or restricts our liability) applies to our directors, officers, employees, subcontractors, agents and affiliated companies as well as to ourselves.
- 21.13. Nothing in this agreement excludes liability for a party's fraud.

22. Intellectual property

- 22.1. We will defend the Intellectual Property rights in connection with our Product and Our Website, including copyright in the Content whether provided by us or by any other content provider (including copyright in: text, graphics, logos, icons, images, audio clips, digital downloads, data, and software).
- 22.2. Except as set out below, you may not copy, modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute,

perform, display, or in any way exploit any of the Content, in whole or in part.

22.3. You may not use our name or logos or trademarks or any other Content on any website of yours or that of any other person.

22.4. You agree that at all times you will:

22.4.1 not to cause or permit anything which may damage or endanger our title to any of our Intellectual Property.

22.4.2 notify us of any suspected infringement of the Intellectual Property;

22.4.3 indemnify us for any loss or expense arising from your misuse of the Intellectual Property;

22.4.4 on the expiry or termination of this agreement immediately stop using the Intellectual Property except as expressly authorised by us in writing;

22.4.5 not use any name or mark similar to or capable of being confused with any name or mark of ours;

22.5. so far as concerns Software provided or made accessible by us to you, you will not:

22.5.1 copy, or make any change to any part of its code;

22.5.2 use it in any way not anticipated by this agreement;

22.5.3 give access to it to any other person than you, the licensee in this agreement;

22.5.4 in any way provide any information about it to any other person or generally.

22.5.5 not use the Intellectual Property except directly in our interest.

22.6. Subject to the other terms of this agreement, you may download or copy Content only for your own personal use, provided that you maintain all copyright and other notices contained in it. You may not store electronically any significant portion of any Content.

23. Indemnity

- 23.1. You agree to indemnify us against all costs, claims and expense arising directly or indirectly from:
- 23.1.1 your failure to comply with the law of any country;
 - 23.1.2 your breach of this agreement;
 - 23.1.3 any act, neglect or default by any agent, employee, licensee or customer of yours;
 - 23.1.4 a contractual claim arising from your use of the Product.
 - 23.1.5 a breach of the intellectual property rights of any person.
- 23.2. for the purpose of this paragraph you agree that the cost of our management and technical time is properly recoverable and can reasonably be valued at € 100.00 per hour without further proof.

24. Dispute resolution

In this paragraph the term “ADR Provider” means an approved body under the European Union (Online Dispute Resolution for Consumer Disputes) Regulations 2015

The following terms apply in the event of a dispute between the parties:

- 24.1. If you are not happy with our services or have any complaint then you must tell us by email message to CustomerSupport@trainesense.com or an updated address which you will find on Our Website.
- 24.2. Detailed information about our complaint handling procedure is at [smartpaddle.trainesense.com/Customer Support / complaints](http://smartpaddle.trainesense.com/CustomerSupport/complaints).
- 24.3. If a dispute is not settled as set out above, we hope you will agree to attempt to resolve it by engaging in good faith with the other in a process of mediation or arbitration.

We can propose an ADR Provider or will listen to your proposal. If you are in any way concerned, you should read the regulations at <http://ec.europa.eu/consumers/odr/>

25. Miscellaneous matters

- 25.1. So far as any time, date or period is mentioned in this agreement, time shall be of the essence.
- 25.2. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 25.3. The rights and obligations of the parties set out in this agreement shall pass to any permitted successor in title.
- 25.4. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.
- 25.5. Any communication to be served on either party by the other shall be delivered by hand or sent by first class post or recorded delivery or by e-mail.
- It shall be deemed to have been delivered:
- if delivered by hand: on the day of delivery;
- if sent by post to the correct address: within 72 hours of posting;
- If sent by e-mail to the address from which the receiving party has last sent e-mail: within 24 hours if no notice of non-receipt has been received by the sender.
- 25.6. In the event of a dispute between the parties to this agreement, then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.
- 25.7. This agreement does not give any right to any third party.
- 25.8. Neither party shall be liable for any failure or delay in performance of this agreement which is caused by circumstances beyond its reasonable control.

25.9. In the event of any conflict between any term of this agreement and the provisions of the articles of a limited company or any comparable document intended to regulate any other corporate or collective body, then the terms of this agreement shall prevail.

25.10. The validity, construction and performance of this agreement shall be governed by the laws of the Republic of Finland.