

IT2022 ELH – SPECIAL TERMS AND CONDITIONS FOR EQUIPMENT MAINTENANCE

1 SCOPE OF APPLICATION

- 1.1 These special terms and conditions shall apply to equipment maintenance services.
- 1.2 In addition to these special terms and conditions, the IT2022 YSE general terms and conditions shall apply. In case of discrepancy between these special terms and conditions and the IT2022 YSE general terms and conditions, these special terms and conditions shall take precedence.

2 GENERAL RESPONSIBILITIES OF THE SUPPLIER

- 2.1 The supplier undertakes to perform the maintenance service in conformity with the agreement within the agreed time schedule and with due care and the professional skills required for the maintenance service. The supplier must ensure that the spare parts, supplies, and materials used in the maintenance service meet the criteria set forth in the agreement and the instructions applicable to the equipment.
- 2.2 The maintenance service shall be performed using the supplier's working methods.
- 2.3 The maintenance service may be performed either on the customer's premises or remotely, as decided by the supplier.
- 2.4 The supplier shall duly document the measures performed in connection with the maintenance service and, at the customer's request, specify the measures performed.
- 2.5 If the maintenance service or parts thereof are performed as remote support, the supplier shall, for its own part and at its own expense, ensure that it has in place the telecommunications connections, equipment, software, and data security required for the remote support.

3 GENERAL RESPONSIBILITIES OF THE CUSTOMER

- 3.1 The customer shall ensure that the persons performing the maintenance service have access to the customer's equipment and software in accordance with agreed instructions and provisions in order to perform the maintenance service. The customer shall at the supplier's request provide to the supplier the instructions and other documentation that are in the possession of the customer and applicable to the equipment for the performance of the maintenance service.
- 3.2 The customer shall at the supplier's request provide the supplier free of charge with the working space, media and other supplies and information related to the use of the equipment which the supplier reasonably requires for the maintenance service.
- 3.3 In connection with the problem report, the customer must describe, and in connection with the performance of the maintenance service upon request demonstrate or describe, how the defect or error occurs. The customer's representative shall at the supplier's request be available during the performance of the maintenance service.
- 3.4 If the maintenance service or parts thereof are performed as remote support, the customer shall for its own part and at its own expense, ensure that it has in place the telecommunications connections, equipment, software, and data security required for the remote support.

4 CONTENTS OF THE MAINTENANCE SERVICE

- 4.1 The parties shall specify in writing the equipment that the maintenance service covers.
- 4.2 The maintenance service means the repair of equipment defects and errors, software updates, and the performance of separately agreed inspections, tests, and other measures to maintain the equipment in good working order.

- 4.3 The maintenance service provided against recurring payments shall cover the tasks specified in the agreement.
- 4.4 The maintenance service provided against a recurring charge does not cover normal wear and tear of the equipment, supplies or the repair of a defect or error attributable to (a) external factors, e.g. accident, fluctuation of electricity or air-conditioning, damage caused by thunder, fire or water; (b) misuse of the equipment or negligence or failure to follow the instructions for use, maintenance or cleaning of the equipment; (c) any modification or repair made by the customer or a third party or the use of supplies that are not compliant with the instructions; (d) use of an unsupported software version or (e) failure to comply with the requirements for the equipment's operating environment.
- 4.5 If it is established that the defect or error reported by the customer is not covered by the maintenance service, the supplier shall be entitled to charge for diagnosis and location of the defect and error in accordance with the agreed pricing principles.
- 4.6 Title to the spare parts installed in connection with the maintenance service shall pass to the owner of the equipment, and title to replaced spare parts shall pass to the supplier.

5 SERVICE LEVELS

- 5.1 The parties shall agree on the service levels in writing. To the extent the parties have not agreed otherwise in writing regarding service levels, the terms set out in sections 5.2 – 5.4 shall apply.
- 5.2 The supplier shall start the diagnosis and repair of defects and errors within 3 working days of receipt of the problem report and shall continue the measures during the supplier's normal daily working hours until the defect or error has been repaired.
- 5.3 The supplier shall be entitled to repair such minor defects and errors which do not interfere with the use of the equipment at a later date than that required in section 5.2, however within 3 months of receipt of the problem report.
- 5.4 The supplier shall inform the customer of when diagnosis of a defect or error shall start. The customer shall be entitled to postpone performance of a maintenance task for a valid reason until a later date to be agreed separately. The customer shall bear the costs associated with the damage caused to the equipment and with the additional maintenance tasks necessary due to postponement of maintenance tasks.

6 VALIDITY AND TERMINATION

- 6.1 The agreement on maintenance service contracted for a fixed period shall expire without separate notice upon expiration of the time period.
- 6.2 Unless otherwise agreed in writing, the agreement on maintenance service contracted until further notice may be terminated by the customer by giving 3 months' written notice, and by the supplier by giving 6 months' written notice. The period of notice shall be calculated from the last day of the month during which the notice of termination was given.
- 6.3 If the supplier has granted the customer the right to use the equipment, the agreement on maintenance service shall, however, expire without separate notice at the latest on the same date as the right of use expires.
- 6.4 If the customer has paid the maintenance fee for a certain period in advance and the agreement terminates prematurely due to a reason that is not attributable to the customer, the customer shall be entitled to a refund of the share of advance payment corresponding to the period for which service was not provided.

