



General terms and conditions of sale

1- Preamble

Iloxia Oy is a limited company based in Helsinki, Finland.
Its registration number (Y-tunnus) is 2288941-0.

Iloxia Oy offers its customers a wide range of products and services, designed exclusively for professional clients.

The client hereby acknowledges that he has obtained all information required to use Iloxia Oy's products and services.

2- Definitions

“client”: any professional legal entity buying products and services from Iloxia Oy.

“order”: act by which the client orders products and services from Iloxia Oy.

“services”: all Iloxia Oy services, such as studies, consulting, organization of events...

“professional”: any person acting in the course of his business activities.

“related contractual document”: document, such as purchase orders, registration forms, subscription forms, order letters... which, if required due to the nature of the products or services or modalities of the order completes, but does not prevail over, these general terms and conditions of sale.

3- Scope

This document constitutes the general terms and conditions of sale applicable, barring exception duly reminded by Iloxia Oy, to all of the business products or services of Iloxia Oy, and no other documents, such as clients' general terms of purchase, business offers, catalogue, brochures ... shall prevail.

For each order, the client shall be deemed to have read and accepted these general terms and conditions of sale. The client acknowledges that he is perfectly aware of the fact that the acceptance of these general terms and conditions of sale does not require his handwritten signature or a formal agreement and that such acceptance takes place when the order is placed.



4- Contractual documents

The contractual documents are, in decreasing order of priority:

- these general terms and conditions of sale;
- the related contractual documents if required by the nature of the products or services or the modalities of the order.

Related contractual documents shall not include any legal provisions, but only information related to the order (price, quantity, denomination of the products or services, indicative delivery date...). In case of discrepancy between documents of different nature or rank, the parties expressly agree that the provisions contained in the document with the higher rank in the order of priority shall prevail with regard to the conflicting obligations.

5- Effective date and timetable

These general terms and conditions of sale apply from the date of the order and throughout the performance of the order. The applicable general terms and conditions of sale are the version of the terms and conditions of sale posted online on Iloxia's website (www.iloxia.com) and in force at the time the order is placed.

The time periods indicated for the performance by Iloxia Oy of its commitments are indicative unless otherwise stated and except for those related to the organization of events.

6- Order and delivery

The client certifies that the contractual information given for the order is accurate and acknowledges that he has requested, obtained and received all necessary information required to place his order with full knowledge of the facts.

Any order constitutes a firm and irrevocable commitment from the client and may not be challenged.

Iloxia Oy reserves the right to refuse, cancel or suspend any order in the following events:

- the client does not pay the sums due for one or more orders and/or there is a dispute about the payment of a previous order;
- the client did not comply with the terms of use applicable to Iloxia Oy's products or services;
- the client did not supply the information, documents or elements of any nature he was asked to supply for the proper performance of the order, or failed to comply with one or more of his obligations.

All risks shall pass on delivery.



7- Price

Any price offer is valid for thirty (30) days after being sent to the client, unless otherwise stated in the offer.

The price related to an order of products and services is indicated at the time of the order, and an order form including at least the price and a brief description of the product or service has to be signed and returned by the client to confirm the order.

The total amount is given in euros, with and without VAT. All orders are payable in euros, whatever their origin.

Prices without tax are fixed and when applicable the Finnish regular VAT is added. Any change in the applicable VAT rate shall automatically and instantly be passed on to the prices indicated.

8- Payment and penalties

Unless expressly otherwise agreed in additional contractual documents, payment shall be made no later than thirty (30) days after the emission of the invoice.

As a rule, invoices are payable by bank transfer on Iloxia Oy's account:

Helsingin OP Pankki Oyj
Account number: 578038-258260
SWIFT (BIC): OKOYFIHH
IBAN: FI83 5780 3820 0582 60

Iloxia Oy retains full and complete title to the products sold until payment in full of the price.

Failure by the client to pay the amounts on their due date shall result, as of right and without prior notice, upon due date, in immediate payability of the amounts due and in the invoicing of an interest equal to 3 times the statutory interest rate payable the day following the due date mentioned on the invoice.

Iloxia Oy shall also suspend immediately any ongoing service if the product or service associated to a previous order by the same client hasn't been fully paid after its due date, shall terminate all remaining contracts within sixty (60) days if the client fails to comply and can't be held responsible for any liability regarding this suspension or cancellation.

9- Warranty and liability

Iloxia Oy shall not warrant the following, including, but not limited to

- Misuse of the information by the client;
- Intervention of a third party (organizers, participants, customers...);
- The result of the services consisting in helping making contact with third parties (signature of contracts, sales, success of development projects...);



- Proper performance of contracts concluded with third parties;
- Availability of stakeholders and participants in events.

The parties expressly agree that Iloxia Oy may be held liable by the client only if it is demonstrated that Iloxia Oy has committed a fault, within the limit of the warranties stated above.

It may be held liable only for the consequences of direct damage. As a result, compensation for indirect damage shall be excluded.

Indirect damage shall mean, without limitation, loss of profits, turnover, margins, revenues, orders, clients, commercial actions, damage to reputation, action brought by third parties, loss of expected results, loss of data...

The liability of Iloxia Oy for a proven fault shall not exceed the amounts of the sums actually paid by the client for the performance of his order. This clause shall survive and remain in full force and effect in case these general terms and conditions of sale are void, rescinded or terminated.

10- Intellectual property

The information, documents, texts and elements of any nature, distributed or transmitted to the client by Iloxia Oy, including the elements posted on Iloxia Oy's website, belong to Iloxia Oy and are protected by intellectual property worldwide. Any use shall be strictly limited to the use set forth in the contract.

Under the Finnish Copyright and Intellectual Property Law, any total or partial reproduction or performance by any means whatsoever not expressly accepted in advance by Iloxia Oy shall be considered as an infringement of Iloxia Oy's intellectual property rights.

The client is expressly prohibited from using or redistributing Iloxia Oy's products, services and know-how, whether for business or non-business purposes, without Iloxia Oy's prior authorization.

11- Confidentiality

Any document distributed or transmitted to the client by Iloxia Oy and expressly identified as "confidential" shall not be communicated, published or otherwise disclosed by the client, who shall take any measures required to protect its confidentiality.

Confidentiality agreements regarding the processing of client's confidential data or documents shall be concluded with Iloxia Oy on a separate basis.

Iloxia Oy implements reasonable measures to ensure the security and confidentiality of the data and may not be held liable in case where fraudulent access causes the disclosure, suppression or modification of the data contained in the system or the alteration of the functioning of that system.



12- Evaluation of satisfaction and quality

The services may be subject to an end-of-service report, which may in particular take the form of a satisfaction questionnaire, to be returned at the address indicated on the document given to the client.

If no complaint or observation is made spontaneously at the end of the service or if no satisfaction questionnaire is returned within ten (10) days after the end of the service, the service shall be considered as satisfactory and meeting the needs and expectations of the client

13- Reference

Iloxia Oy may use the name and logos of its clients as a business reference, unless expressly otherwise stated by the clients.

14- Language

These general terms and conditions of sale have been drafted in the English language. Though they may be translated by Iloxia Oy, in case of contradiction, the English version shall prevail as the only authentic text.

15- Force majeure

In case of a force majeure event, for example war, riots, fire, strikes or accidents, the fulfilment of the orders can be totally or partially suspended. Shall a force majeure event lasts more than six (6) business months, the orders placed under these general terms and conditions of sale will automatically be terminated.

16- Good Faith

The parties agree to perform their obligations under these general terms and conditions of sale with utmost good faith.

17- Governing Law

These general terms and conditions of sale are governed by Finnish law, which shall apply notwithstanding the place of performance of the essential or ancillary obligations.

All disputes shall be settled exclusively by the competent court of Helsinki, regardless the number of defendants or any introduction of third parties, even for urgent procedures.