

GENERAL TERMS AND CONDITIONS - ONLINE SERVICES (2016)

1. INTRODUCTION

These General Terms and Conditions – Online Services (2016) (the “Conditions”), as modified or amended from time to time, shall apply when a customer accesses the Online Services of Wärtsilä, or accesses information via other electronic means whether online or offline (hereinafter “Portal”). All information accessible through the Portal, including, without limitation, spare parts information, data structures, technical and other specifications, pricing, advice, service or work order information, performed services or work information and other data and information shall hereinafter be referred to as Informational Databases. These Conditions must be accepted by all customers (the “User”) to access the Portal. By accepting these Conditions and accessing the Portal, the User enters in to a user agreement with Wärtsilä Finland Oy (the “User Agreement”) and also confirms that it has read and accepted the Privacy Statement. These Conditions are effective from the day the User initially accesses the Portal until such time as the User terminates the User Agreement. Wärtsilä reserves the right to change these Conditions at any time to its sole discretion.

2. USER CONDUCT

The User shall comply with all laws and regulations applicable as well as with these Conditions while using the Portal. The User warrants that it shall not use the Informational Databases or Portal to do any of the following: (i) restrict or inhibit any other user from using the Portal or Informational Databases; (ii) post or transmit any unlawful, illegal or obscene information of any kind, including, without limitation, any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any national or international law; (iii) knowingly post or transmit any information or software which contains a virus, worm, cancelbot or other harmful component; (iv) upload, post, publish, transmit, reproduce, distribute or participate in the transfer or sale, or in any way exploit any information, software or other material obtained through the Portal or Informational Databases which is protected by copyright or other proprietary right or derivative works with respect thereto, without obtaining permission of the copyright owner or right holder. In addition, the User may not effect or participate in any activity to (a) post to any usernet or other news group, forum, email listing or similar group or list, articles which are off topic according to the charter or other public statements of the group or list; (b) send unsolicited mass mailings; or (c) falsify or “spoof” user information provided to Wärtsilä or to other users in connection with the use of Informational Databases or Portal. All Users are required to behave professionally and respectfully. Should the User breach the conduct set forth in these Conditions, Wärtsilä shall be entitled to deny access to the Portal and suspend or terminate the User Agreement immediately without notice.

3. REGISTRATION AND SECURITY

The User shall register and will receive a user ID and a password for the use of the User’s account, the Informational Databases or access to the Portal’s secure areas (the “Access Codes”). All Access Codes are User specific and the User is responsible for maintaining the confidentiality and monitoring the use of the Access Codes. The User is responsible for maintaining and updating the contact information of the User. User agrees not to share the Access Codes with anyone or allow anyone to use User’s account and takes full responsibility for all activity that occurs through the use of User’s account, including, without limitation, ordering, unauthorized access by the User’s employees or third parties, except for access by third parties resulting from Wärtsilä’s sole negligence. The User or the delegated administrator agrees to notify Wärtsilä immediately if the User becomes aware of any unauthorized person accessing the User’s account or if employment of an authorized user in the customer company ends. Further, the User must immediately notify Wärtsilä if the User discovers any abnormal activity in the Portal. Discoveries shall be reported to Wärtsilä security through <http://www.wartsila.com/en/about/company-management/contact> by choosing “Report a security issue”. The User has the ability to modify its password at any time. Wärtsilä recommends the User to modify its password regularly. The User must notify Wärtsilä immediately if it wishes to terminate its master user ID and password or have these Access Codes reissued.

4. SUBMISSIONS AND DOCUMENTS BY USERS

4.1 The User agrees to accept sole responsibility for all its submissions through the Portal, including, without limitation, information, statements and material (the “Submissions”). The User agrees to only submit Submissions that are accurate to the fullest of the Users knowledge.

4.2 Wärtsilä reserves the right to monitor Submissions and the right to, at any time, modify any Submission or parts thereof, without notice.

4.3 By submitting Submissions through the Portal the User agrees to grant Wärtsilä an irrevocable, royalty-free, non-exclusive license to use, reproduce, create derivative works of, alter, distribute, transfer and publish such Submissions, and subsequent versions thereof.

4.4 The User agrees that the Submissions will not infringe intellectual property rights or trade secrets.

4.5 If a Submission or a part thereof is subject to a patent that is pending or has been issued, the User shall disclose the fact to Wärtsilä. Wärtsilä acknowledges that to the extent the User holds a patent, no licence under any patent is granted herein to Wärtsilä.

4.6 The User shall have the right to upload documents to the Portal. Wärtsilä assumes no responsibility or liability, whether direct, indirect special, incidental or consequential, for the documents uploaded by the User nor the correctness, errors or omissions for information contained therein. **Wärtsilä will not verify any documents uploaded by User.** Any actions by the User as a result of the information or data contained in such documents will be at the User’s own risk and cost. Wärtsilä shall have the right to view such documents uploaded by the User.

The User hereby irrevocably releases and discharges Wärtsilä from any and all actions, claims, liabilities and demands the User may have against Wärtsilä in connection to the Portal or any of the Submissions or documents thereof.

5. INDEMNITY

The User agrees to defend, indemnify and hold Wärtsilä and its affiliates, and its and their directors, employees and agents harmless from any and all liabilities, costs and expenses, including reasonable attorneys’ fees related to or arising from (a) the use of the Portal and other electronic means or the placement or transmission of any Submissions through the Portal by the User; (b) claims of infringement of patents arising from the use of the Portal by the User, and (c) claims of copyright infringement resulting from the use of the Portal by the User.

6. DISCLAIMER OF WARRANTY

Wärtsilä is providing access to the Portal “AS IS” and “AS AVAILABLE” for the User’s use. The User assumes total responsibility and risk for the User’s use of the Portal, the Informational Database and the Internet. WÄRTSILÄ HEREBY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS, STATUTORY OR OTHERWISE, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH THE PORTAL, VIA INTERNET AND/OR IN ANY ELECTRONIC PRODUCT. Wärtsilä shall not be liable to the User or any third party for any damages arising from or as a result of any delay, omission or error in electronic transmission via the Portal or other electronic means, even if advised of the possibility of such damages. WÄRTSILÄ MAKES NO WARRANTY AND DISCLAIMS ALL WARRANTIES AND LIABILITY REGARDING DATABASE ERRORS AND OMISSIONS AND/OR USE OR INTERPRETATION OF ANY INFORMATION CONTAINED THROUGH THE PORTAL OR INFORMATION DATABASE, AND IT IS SOLELY THE USER’S RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS AND USEFULNESS OF ALL OPINIONS, ADVICE, WRITTEN MATERIAL, SERVICES OR OTHER INFORMATION CONTAINED IN OR RETRIEVED THROUGH THE PORTAL AND/OR INFORMATION DATABASES. Wärtsilä shall not be liable for any third party site that may be linked from Wärtsilä’s website.

7. LIMITATION OF LIABILITY

7.1 IN NO EVENT SHALL WÄRTSILÄ BE LIABLE IN ANY MANNER WHATSOEVER FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, SECONDARY, SPECIAL OR PUNITIVE DAMAGES, LOSSES OR EXPENSES OR LOSS OF PROFITS OR REVENUE ARISING OUT OF OR IN RELATION TO THE USER ACCESSING THE PORTAL, INFORMATION DATABASES OR ANY WEBSITE LINKED THERETO, OR THE UNAVAILABILITY OF ITEMS ORDERED THROUGH THE PORTAL, OR THE INABILITY TO USE THE CONTENTS OF THE PORTAL, OR THE USE OR ATTEMPTED USE OF INFORMATION CONTAINED THEREIN OR IN RELATION TO ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE, EVEN IF WÄRTSILÄ OR ITS REPRESENTATIVES ARE ADVISED OF SUCH DAMAGES, LOSSES OR EXPENSES.

7.2 The User agrees to release and hold Wärtsilä harmless from any and all claims, demands, damage and liability in case of the User having a dispute with another user relating to, arising from or in any way connected to the use of the Portal.

7.3 Wärtsilä reserves the right to correct errors, typographical or otherwise, even after an order has been confirmed through the Portal. Wärtsilä reserves the right to terminate a confirmed order in cases where such errors have been made.

8. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

The entire content of the Portal is subject to copyright. All data and other information available on the Informational Databases are proprietary, confidential and sole property of Wärtsilä or third parties licensing such information to Wärtsilä. The User has the right to use the Portal and Informational Databases, and the content thereof, for internal business use only, provided that the User does not modify the content. The User agrees not to copy, reproduce, distribute, publish or disclose to a third party any content of the Portal, without Wärtsilä’s prior written permission. The User agrees that it shall disclose content of the Portal only to those of its employees, contractors or other agents who need to know such content and who have agreed to be bound by terms and conditions substantially similar to, and no less restrictive with respect to limitations on use and disclosure than, those of these Conditions. Intellectual property rights associated with the content on the Portal or any document or data provided by Wärtsilä in connection therewith shall remain Wärtsilä’s property. All documents and information provided by Wärtsilä through the Portal are intended solely for the purpose for which they were provided and are not intended or represented to be suitable for reuse by the User or others for any other

purpose or project. The User agrees not to use content of the Portal for purposes other than those for which they were provided. Any reuse without prior written authorisation and, as the case may be, verification or adaptation by Wärtsilä for the specific purpose intended will be at the User's sole risk and without liability or legal exposure to Wärtsilä. User shall defend, indemnify and hold harmless Wärtsilä against all claims, costs, losses, liabilities, damages, injuries, and expenses, including attorneys' fees, arising out of or resulting from unauthorised use or reuse of Wärtsilä's intellectual property rights. Any verification or adaptation of documents will entitle Wärtsilä to additional compensation. Individual documents contained in the Portal may be subject to additional terms and conditions indicated in those documents.

9. BREACHES AND REMEDIES

In addition to any remedies under the applicable law, the User recognizes that any breach or violation of any provision of the User Agreement by it may cause irreparable harm to Wärtsilä which monetary damages may not necessarily remedy and which damages will be difficult to ascertain. Therefore, upon any actual or impending violation of any provision of the User Agreement by the User, Wärtsilä may obtain, in addition to, and without limiting, any other remedy or right it may have, from any court of competent jurisdiction a preliminary, temporary or permanent injunction, restraining or enjoining that violation by the User or any entity or person acting in concert with that User. The User's sole and exclusive remedy for any breach by Wärtsilä of these Conditions shall be limited to termination of this User Agreement.

10. ASSIGNMENT

The User shall not be entitled to transfer or assign this User Agreement or the Access Codes, without a prior written consent from Wärtsilä.

11. TERMINATION AND MODIFICATION

11.1 Wärtsilä may elect to update, modify, change or terminate all or any part of the functionality available through the Informational Databases or Portal, including modification or termination of the ability to place orders or make inquiries at any time in the future. Wärtsilä may modify these Conditions from time to time. Any amendments or modifications may be provided to the User through on-line notice. The User agrees that access to the Informational Databases or Portal after the User has, or should have received, notice of modifications or amendments to these Conditions will constitute acceptance of all such modifications or amendments.

11.2 Wärtsilä reserves the right, at its sole discretion, to terminate, suspend or limit the User's access to the Portal and terminate the User Agreement. The provisions under these Conditions will survive such termination.

11.3 The User may discontinue their access to the Portal and terminate the User Agreement by notifying Wärtsilä thereof. The provisions under these Conditions will survive such termination.

11.4 Upon termination of the User Agreement the User agrees to immediately cease accessing the Informational Databases and to return any related material provided.

12. GOVERNING LAW AND ARBITRATION

12.1 The User Agreement shall be governed by and interpreted in accordance with the laws of Finland, excluding the conflict of law rules applicable in such jurisdiction. Any controversy, claim or dispute between the parties hereto arising out of or related to the User Agreement shall be submitted to the International Court of Arbitration of the International Chamber of Commerce for final and binding arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce by one (1) or more arbitrators appointed in accordance with the said Rules. The arbitration proceedings shall be in the English language and shall take place in Helsinki, Finland.

12.2 Nothing contained in this clause shall preclude Wärtsilä from bringing legal action or proceeding against the User for purposes of enforcement, injunctive relief or interim or remedial measures in the courts of any jurisdiction where the User or any of its property or assets may be found or located, and the User hereby irrevocably submits to the jurisdiction of any such court.

13. ENTIRE AGREEMENT

These Conditions contain the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings relating to such subject matter. The sale of any service work from Wärtsilä to customer shall be in accordance with Wärtsilä's General Terms and Conditions – Service Work (2015). The sale of any parts purchased from Wärtsilä by customer shall be in accordance with Wärtsilä's General Terms and Conditions – Parts (2015). If a provision of these Conditions is at variance with necessary requirements of applicable law, then these Conditions shall be deemed to be amended to the minimum extent necessary to comply with such applicable law. No terms, conditions, representations, warranties or covenants contained in any correspondence, catalogue, or in any other form shall be applicable unless incorporated herein by express written agreement of the parties hereto.

