

## GENERAL TERMS AND CONDITIONS FOR THE POWER HUB PRODUCT AND ITS USE IN CONNECTION WITH THE SMART HOME APPLICATION

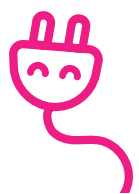
### 1. General

- 1.1. These general terms and conditions (the "**Terms**") govern the use of the Smart Home application (the "**App**") together with the associated hardware Power Hub ("**Power Hub**" or the "**Hardware**"), both of which are provided by Vaasan Sähkö Myynti Oy ("**Vaasan Sähkö**"). By using the App and/or the Hardware, you as a user and customer ("**Customer**") agree to these Terms.
- 1.2. The App is used to monitor and manage the energy consumption of the Customer's household. The use of the App is subject to the general terms of use of the App available in the App or on Vaasan Sähkö's website [vaasansahko.fi/terms](https://vaasansahko.fi/terms) and accepted by the Customer in connection with the use of the App. The Hardware is a connected product as referred to in the Data Act ((EU) 2023/2854, "**Data Act**"), and the Application is a related service.
- 1.3. Some features of the App are only available if the Customer has a compatible Power Hub hardware connected to their electricity meter. These Terms specifically relate to the Hardware and any additional features of the App to the extent they are not governed by the general terms and conditions referred to in section 1.2 above.

### 2. Conclusion of contracts

- 2.1. After receiving the order for the Hardware in the online store, Vaasan Sähkö will send an order confirmation to the e-mail address provided by the Customer. The contract is concluded and comes into force when Vaasan Sähkö has sent a confirmation of the order to the Customer.
- 2.2. The agreement regarding the App and its use is created and comes into force in accordance with what is stated in the general terms and conditions of the App referred to in section 1.2 above.

### 3. Price



- 3.1. Hardware pricing is according to the current price list. Applicable VAT is included in the prices.
- 3.2. Delivery costs are communicated to the Customer in the online store and the Customer is responsible for them.
- 3.3. The customer is responsible for any return costs in the event of cancellation.

#### 4. License and use

- 4.1. Vaasan Sähkö grants the Customer a non-exclusive and non-transferable right to use the App and Power Hub hardware in accordance with these Terms.
- 4.2. The Power Hub may only be used with the App and compatible electricity meters. It is the Customer's responsibility to ensure that the electricity meter is compatible with the Power Hub before installation. If the Customer is unsure whether the electricity meter and the Power Hub are compatible, the Customer should consult the Customer's local electricity distribution company before placing an order.

#### 5. Installation, use, and functionality

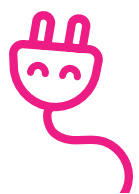
- 5.1. The Customer shall install, use, maintain, repair, store, and dismantle the Power Hub in accordance with the relevant instructions ("**Instructions for Use**"). Only a qualified electrician may install, dismantle, maintain, or repair the Power Hub if the aforementioned operations require electrical work to be carried out, and such operations shall be carried out in accordance with the Instructions for Use.
- 5.2. Installing, using, maintaining, repairing, storing, or disassembling the Power Hub in a manner contrary to the Instructions for Use may affect the functionality and warranty of the Hardware.
- 5.3. The Customer must not modify, resell, tamper with, or otherwise misuse the Power Hub, either apart from or when used in conjunction with the App, and should always follow the Instructions for Use.



- 5.4. The app collects and displays real-time energy consumption data through the Power Hub. Vaasan Sähkö is not responsible for insufficient, incorrect, or unavailable energy consumption data due to external factors such as faults in the Customer's electricity meter or electricity network.
- 5.5. Vaasan Sähkö reserves the right to update, develop, or otherwise modify the Hardware's software at regular intervals in order to maintain or develop the Hardware's functions and to ensure the Hardware's security. It is possible that the Hardware cannot be used during ongoing software updates.

## 6. Warranty and complaints

- 6.1. The Customer shall without undue delay check that the delivery corresponds to the order confirmation received by the Customer and that there are no damages, defects, or deficiencies on the Power Hub.
- 6.2. If the Power Hub is damaged, defective, or deficient, the Customer shall notify Vaasan Sähkö of this without unreasonable delay from the time the Customer discovers the defect, but at the latest within two (2) weeks from the expiry of the warranty period stated below. If there is reason to believe that the defect may entail a risk of damage, a complaint should be made immediately.
- 6.3. The customer shall complain about the product by contacting Vaasan Sähkö's customer service.
- 6.4. The warranty period for the Power Hub is one (1) year. The warranty period starts on the date of delivery of the Power Hub to the postal address provided by the Customer.
- 6.5. Vaasan Sähkö or its supplier is obliged to remedy faults in the Power Hub that are due to deficiencies in design, materials or manufacture that appear within the above warranty period. Vaasan Sähkö or its supplier is entitled to remedy defects by replacing or repairing the Hardware.
- 6.6. The warranty does not cover and Vaasan Sähkö is thus not responsible for:
  - a) Damage or defects considered to be normal wear and tear or deterioration;



- b) Any other hardware or software that the Power Hub interacts with or otherwise depends on for full functionality and performance;
  - c) Faults or defects in the Customer's electricity meter or other circumstances beyond Vaasan Sähkö's control that cause the data collected by Power Hub to be incomplete or incorrect;
  - d) Damage or defects not reported to Vaasan Sähkö in accordance with these Terms and Conditions;
  - e) Damage or failure caused by improper installation, tampering, modification, assembly, repair, or use contrary to the Instructions for Use; or
  - f) Damage or failure caused by external influences (for example, overvoltage, lightning, fire, thunder, water, or other faults or defects in the power supply of the Hardware).
- 6.7. If the rectification of faults involves intervention in something other than the Power Hub, the Customer is responsible for the work or costs caused by this.
- 6.8. If the Hardware is replaced as a result of these warranty terms, the ownership and possession of the Hardware is transferred to Vaasan Sähkö in connection with the replacement.

## 7. Right of withdrawal

- 7.1. The customer has the right to cancel their purchase if the Power Hub was purchased from the online store. Exercise of the right of withdrawal requires that the Customer, within fourteen (14) days of receipt of the Power Hub, informs Vaasan Sähkö of its intention to exercise its right of withdrawal by contacting Vaasan Sähkö's customer service. It is not possible to cancel the purchase of installed Hardware.
- 7.2. The Power Hub shall be returned to Vaasan Sähkö in a substantially unchanged and undamaged condition. The Power Hub shall be returned to Vaasan Sähkö without delay, but no later than thirty (30) days after receipt of the Power Hub. The customer is responsible for the delivery costs and other corresponding costs incurred by the return.



- 7.3. Vaasan Sähkö will refund the payment made by the Customer no later than fourteen (14) days after Vaasan Sähkö has received the returned Hardware from the Customer in unchanged and undamaged condition.
- 7.4. Vaasan Sähkö reserves the right to receive compensation for, among other things, the loss of value resulting from a returned Power Hub being put into use or otherwise significantly being altered.

## 8. Limitations of liability

Vaasan Sähkö is not liable for indirect damage or loss of profit.

## 9. Contract duration and termination

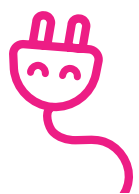
- 9.1. The conditions are valid until further notice. The Customer may stop using the App and Power Hub at any time, in which case the agreement between the parties will terminate.
- 9.2. If the Customer violates these Terms, Vaasan Sähkö has the right to restrict or terminate access to the App and thus also restrict the possibilities to use the Power Hub.

## 10. Reservation of title

The hardware is the property of Vaasan Sähkö until the price is paid in full.

## 11. Use of data

- 11.1. The customer is obliged to provide Vaasan Sähkö with the information essential and necessary for the fulfillment of the contract that Vaasan Sähkö has defined and requested, either at the time the contract is concluded or without delay at Vaasan Sähkö's request. The Customer is responsible for ensuring that the information provided by the Customer to Vaasan Sähkö is correct and accurate and that the Customer has the right to disclose the information to Vaasan Sähkö. The Customer shall immediately inform Vaasan



Sähkö of any changes in its contact details or in the information provided by the Customer.

11.2. Vaasan Sähkö processes the Customer's data and that of other registered customers in accordance with Vaasan Sähkö's current privacy policy, available at [vaasansahko.fi/privacy-policy-data-protection-and-directories](https://vaasansahko.fi/privacy-policy-data-protection-and-directories) which contains more information about the Customer's rights regarding the processing of the Customer's personal data.

11.3. Vaasan Sähkö is a data holder referred to in the Data Act, and the Customer is a user. Vaasan Sähkö processes, makes available to the user, and shares with third parties data subject to the Data Act according to the Data Governance Agreement, which is available at [vaasansahko.fi/en/terms](https://vaasansahko.fi/en/terms).

## 12. Subcontractors

Vaasan Sähkö may use subcontractors and/or partners to fulfill its obligations under the contract. Vaasan Sähkö is responsible for the actions of its subcontractors and partners as for its own.

## 13. Force majeure

13.1. Vaasan Sähkö shall not be liable for any delay or damage caused by an obstacle beyond Vaasan Sähkö's control that Vaasan Sähkö cannot reasonably be expected to have taken into account at the time of entering into the agreement or the consequences of which Vaasan Sähkö cannot reasonably avoid or overcome.

13.2. Force majeure includes, for example, war or insurrection, earthquake, flood or other comparable natural disaster, pandemic, restrictions imposed under the Emergency Powers Act, interruption of public transport, telecommunications or electricity supply, import or export ban, strike, lockout, boycott, or other comparable industrial action.

13.3. Vaasan Sähkö shall inform the Customer without delay of the force majeure and of the end of the obstacle.



## 14. Transfer right

Vaasan Sähkö has the right to transfer this agreement to third parties. The terms of the contract cannot be changed in connection with the transfer.

## 15. Disputes and applicable law

- 15.1. These Terms and Conditions are governed by Finnish law with the exception of conflict of law provisions.
- 15.2. Any disagreements concerning the Terms and the Agreement will be settled in the first instance by negotiation. If this is not possible, you have the right to refer the dispute to the district court in your place of residence.

