

# MARKET RESEARCH

## Standard Terms and Conditions for Market and Social Research Services



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*Hello! How are you today?*

*Businesses struggle with testing the market fit of their products and understanding local industries in new markets so we offer test marketing and market surveys as a service.*

***“Can your product or service fit the market and get the job done better, or more cheaply compared with the products or services of rivals?”***

- If yes, then you will be able to offer a better value proposition to potential customers.*
- If no, then you’ll have to improve your products and services.*

*Yours sincerely*

*Jorma Manninen  
Founder & COB  
Business Made Agile Oy*



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# TEST MARKETING

*“The Purpose Of  
Conducting Test  
Marketing Is To  
Gather Data For A  
Market Survey.”*



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# TEST MARKETING

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## Test Marketing for Market Research

***“The purpose of conducting test marketing is to gather data for a market survey.”***

It is crucial that the test marketing is well-defined. Target markets and target accounts should be identified first before initiating the test phase.

A focused test marketing project can be conducted within a duration of two months.

It is recommended for any project involving test marketing to include the acquisition of local expert services from target markets that can contribute significant value.

Business Finland offers Market Explorer funding for test marketing purposes.



# MARKET SURVEY

*“The Purpose Of  
Conducting A Market  
Survey Is To Determine If  
Your Products Or Services  
Can Get Your Customers’  
Jobs Done Better, Or  
More Cheaply.”*



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# MARKET SURVEY

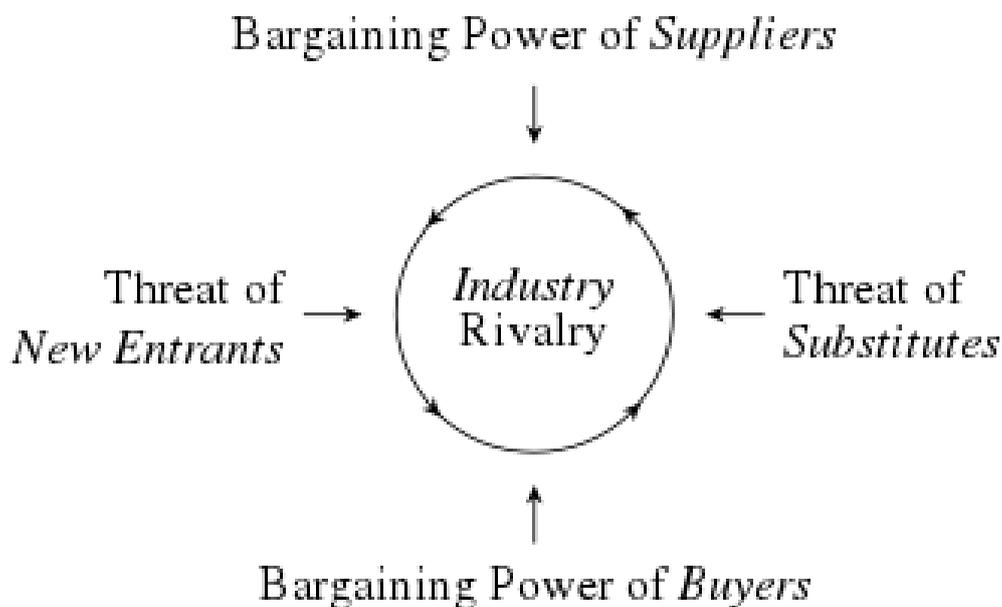
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## CHAPTER 1

### Understanding Your Industry

#### Michael Porter's Five Forces Analysis

*“Porter’s Five Forces Analysis considers the above and below described five different criteria and how high the power, threat, or rivalry in each area is.”*



# MARKET SURVEY

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## 1) Competitive Rivalry

Having a comprehensive understanding of the level of direct competition within your industry is crucial.

Consider which other companies provide similar products or services within your niche or location.

Although there may be competitors offering similar offerings, what truly matters is the extent to which they directly challenge your market share.

## 2) Threat of New Entrants

This factor explores the obstacles faced when starting a business or launching a product that could compete with yours.



# MARKET SURVEY

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It also takes into account entry barriers, which may include resource constraints, financial limitations, or regulatory hurdles.

## 3) Threat of Substitution

When assessing this aspect, consider the alternatives available to your product or service, bearing in mind that these are not direct replacements.

## 4) Buyer Power

Buyer power assesses whether your market favors buyers or sellers from your company's standpoint.

**Buyer power is high**, If your product is subject to trends or targeted by price-conscious consumers



# MARKET SURVEY

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**Buyer power is relatively low**, if your buyers have limited alternatives to your product or service, such as luxury cars or medicine.

## 5) Supplier Power

Supplier power evaluates the level of influence suppliers have on the business.

**The supplier power is high**, if your company has only one or few suppliers available for energy, manufacturing parts, components, or other raw materials or services.

Consider them as your strategic partners and try to sign long-term partnership agreements that guarantee supply and hedge pricing.

**The supplier power is lower**, if your company has several suppliers available and it is easy to change the supplier, if needed.



# MARKET SURVEY

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## 4) Buyer Power

Buyer power assesses whether your market favors buyers or sellers from your company's standpoint. If your product is subject to trends or targeted by price-conscious consumers, buyer power is high. Conversely, if buyers have limited alternatives to your product or service, such as luxury cars or medicine, buyer power is relatively low.

## 5) Supplier Power

Supplier power evaluates the level of influence suppliers have on the business. All suppliers should be taken into account. For instance, when gas and oil prices rise, companies that rely on deliveries by plane, bus, or car experience an increase in supplier power.



# MARKET SURVEY

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## CHAPTER 2

### Understanding Your Competition

#### SWOT Analysis

Performing a SWOT analysis involves assessing internal strengths and weaknesses, as well as external opportunities and threats in the market.

This analysis helps identify areas for growth and improvement to mitigate future risks.

By conducting this analysis, you can pinpoint specific opportunities for your company to capitalize on or challenges to address.



# MARKET SURVEY

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## 1) Strengths

A company's strengths are its internal advantages, unique to that company but can also be positive features shared by others.

## 2) Weaknesses

Internal shortcomings fall under weaknesses that are within the company's control.

NOTE: This is the moment to address internal issues, not to highlight the strengths of other industry competitors.



# MARKET SURVEY

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## 3) Opportunities

To pinpoint opportunities for business growth, it is essential to examine the industry, market, and global landscape comprehensively.

## 4) Threats

Threats, similar to opportunities, originate externally from the company but can hinder its success and financial stability.

Factors to consider include government regulations, competition from other companies, economic conditions, consumer trends, and more.

NOTE: This is the moment to address external issues and highlight the strengths of other industry competitors.



# MARKET SURVEY

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## SWOT ANALYSIS



# MARKET SURVEY

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## CHAPTER 3

### Understanding Your Buyers

Understanding your position in the industry is crucial, but it's equally important to understand how your customers and potential clients perceive your business. Market surveys and focus groups play a key role in this process.

#### Focus Groups for Testing Markets

Focus groups are useful for testing markets for B2B companies, when the number of target accounts is relatively low and you can interview all of them. Engage in focus groups to gather detailed qualitative insights from your users or target market.



# MARKET SURVEY

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## Surveys

Surveys should include a mix of question types, such as multiple choice, rankings, and open-ended responses.

Keep it simple and aim for quantitative or short-answer questions, reserving longer ones for focus groups.

Ask questions about business, competitors, products and services, and your brand if you think you have already gained brand awareness in the market.

NOTE: If you have already interviewed a part of your focus group, then you can use the information and date to develop the questions for the survey.



**STANDARD  
TERMS & CONDITIONS  
FOR  
MARKET AND SOCIAL  
RESEARCH**



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# DEFINITIONS

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"Acceptance" refers to the formal approval given by a Client to a Company's Proposal for conducting market and social research services.

"Client" denotes the entity that receives the Service from the Company, as detailed in the Proposal.

"Confidential Information" encompasses all types of information, data, or materials related to the Service, in any form, shared between the parties under this Contract, including the Proposal and any derived works created by the recipient based on the disclosed information. It excludes information that:

(a) becomes public knowledge through no fault of the recipient or any third party to whom the recipient has disclosed the information;



# DEFINITIONS

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(b) was already rightfully in the recipient's possession before being disclosed by the other party;

(c) is later obtained from a third party who had no obligation of confidentiality to the disclosing party; or (d) must be disclosed due to legal or regulatory requirements.

"Contract" signifies the comprehensive agreement between the parties, formed by these terms and conditions along with the Proposal. Should any discrepancies arise, these terms and conditions take precedence over those in the Proposal, unless it has been explicitly agreed in writing that certain terms in the Proposal override these terms and conditions.

"Custom Research Service" refers to the tailored research projects specifically developed for the Client, executed on an individual basis by the Company.



# DEFINITIONS

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"Deliverables" are the outputs provided by the Company to the Client under the contract, including survey findings, reports, data, summaries, commentary, discussions, and analyses.

"Fee" represents the charges levied by the Company for delivering the Services to the Client, as outlined in the proposal.

"Intellectual Property Rights" include all forms of copyright, database rights, trademarks, business names, service marks, designs (both registered and unregistered), patents, know-how, rights in confidential information, and any other intellectual property rights, regardless of their registration status, existing anywhere in the world.



# DEFINITIONS

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"Intellectual Property Rights" include all forms of copyright, database rights, trademarks, business names, service marks, designs (both registered and unregistered), patents, know-how, rights in confidential information, and any other intellectual property rights, regardless of their registration status, existing anywhere in the world.

"Multi-customer Service" pertains to the standardized market research services offered by the Company to multiple clients simultaneously, including any syndicated services, distinct from the Custom Research Service.

"Proposal" is the documented final offer or quote from the Company to the Client, detailing the issue to be addressed, the services to be provided to resolve it, the timeline for the study, and the applicable fee.



# DEFINITIONS

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"Service" encompasses either the Custom Research Service or the Multi-customer Service (whichever is applicable), with the specific nature, scope, and timeline detailed in the Proposal and/or any other document agreed between the parties.

"Tax" includes all types of taxes, charges, duties, withholdings, deductions, levies, and governmental fees (whether national or local), along with any related fines, penalties, interest, and surcharges, imposed at any level of government.



# THE CONTRACT

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1.1 By engaging the Company, the Client grants the Company authorization to deliver the specified Services and Products, under the terms and conditions outlined herein. Any modifications or amendments to these terms require mutual written consent from both parties.

1.2 Acceptance of the Proposal by the Client can be confirmed in one of two ways: (i) through a written acknowledgment (email is acceptable) of the Proposal's acceptance or (ii) by requesting in writing (email is also acceptable) that the Company begin the service delivery, which may include, but is not limited to, the issuance of a purchase order for the Service or any portion thereof.



# THE CONTRACT

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1.3 Should the Client not accept the Proposal within a three-month period, the Proposal, along with the Company's quoted Fee in the Proposal, will expire unless a Company-approved representative has previously agreed in writing to an extension. The Company retains the authority to modify or retract the Proposal (including the Fee quote within the Proposal) at any point until the Client has officially accepted it.

1.4 In the absence of a different written agreement, this Contract covers all services and Products the Company provides to the Client.



# THE CONTRACT

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1.5 In situations where clients bring their own General Terms and Conditions, these will not be applied to the extent that they conflict with or differ from the General Terms and Conditions of the Company. Should any clause conflicts arise, the minimal mutual agreement between the conflicting clauses will prevail. This holds true even if the Client insists on the precedence of their own General Terms and Conditions. If establishing a minimal mutual agreement is not feasible, such provisions will be excluded from the contract. Under these circumstances, the contract will be guided by the specific agreements made or by the relevant statutory regulations.

1.6 The Company does not promise exclusivity in certain product areas, research subjects, or research methods unless explicitly agreed upon in writing. When exclusivity is arranged, its timeframe and any potential additional costs must be clearly defined.



# PAYMENT OF FEES

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2.1 The agreed fees are designed to cover the costs of conducting the specified study.

Unless a different arrangement is documented in writing, 30% of the fee is due at the start of the project, another 40% when data gathering begins (that is, after all necessary preparations are in place), and the remaining 30% upon the presentation of the results.

Should the service be delivered in phases, with interim outputs, we will issue final bills for each phase upon the delivery of these interim outputs.

2.2 Payment of fees is required in full upon receipt of the invoice, without any withholdings. Should payment be delayed, the Company reserves the right to impose an interest charge on the overdue amount at a rate of eight percentage points above the prevailing base interest rate. Furthermore, the Company may suspend services until outstanding payments are settled.



# PAYMENT OF FEES

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2.3 The Company is entitled to claim reimbursement for any expenses incurred in providing the Services that were not accounted for in the fees, assuming these expenses were not already included in the pricing.

2.4 Should the fee be calculated based on information from the client that later proves to be incomplete or inaccurate, the Company has the right to adjust the fee to reflect any additional time or costs required to deliver the Services (or additional services). This includes unforeseen or uncontrollable additional costs not attributable to the Company, provided they have a valid basis and are clearly communicated and defined for the client. This policy applies even if the client is not at fault for these incurred costs.



# PAYMENT OF FEES

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2.5 Unless explicitly stated otherwise, all fees quoted in proposals are in Euros. If the contract involves transactions in a currency other than Euros, it will be subject to fluctuations in exchange rates from the acceptance of the service to its payment. Should such fluctuations result in extra costs not anticipated at the contract's inception, the Company is entitled to pass these additional charges onto the client. These additional costs will be detailed by the Company in writing and included in the next issued invoice.

2.6 Any payment made to the Company (or its nominee) under this contract that is subject to tax (for example, value-added tax (VAT) or deduction at source) will be adjusted to ensure that the net amount received by the Company (or its nominee), after taxes, is equivalent to what would have been received if the payment was not subject to tax.



# TERMINATION

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3.1 Either party may immediately terminate this Contract if (a) the other party commits a significant breach that cannot be fixed, or if it can be fixed, it is not corrected within 30 days after a written notice is delivered to the party in breach or (b) the other party faces insolvency issues such as bankruptcy or liquidation (regardless of it being a voluntary or forced action), dissolution, or if an overseer or manager is assigned to a significant part or all of its assets, or if there are legal proceedings initiated or meetings held to discuss the potential winding up, bankruptcy, or dissolution of the other party, or if the other party undergoes any similar legal proceedings according to the laws of its home country or jurisdiction.



# CHANGES, DELAY OR CANCELLATION

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4.1 Should the Client wish to modify any aspect of the Service, including its schedule, the Company retains the authority to update the Proposal, which may include, but is not limited to, adjustments in Fees to reflect these changes.

4.2 In the event that the Client decides to shorten, postpone, cancel, or prematurely conclude a Service, the final bill will reflect the original agreed fees minus any savings on costs. Additionally, it will include any reasonable costs and expenses the Company faced due to actions or lack thereof by the Client, along with any third-party expenses that could not be avoided once committed by the Company.



# CHANGES, DELAY OR CANCELLATION

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4.3 The Client is obligated to ensure the Company receives all necessary materials in a timely manner, which are essential for the Company to deliver the Services and Deliverables. Failure to do so will make the Client responsible for any resulting delays and the reasonable extra costs and expenses incurred by the Company in the course of providing the Service.

4.4 Should there arise unforeseeable methodological challenges after the project's initiation that prevent its completion—challenges that neither the Client nor the Company could predict or control—the Company will promptly communicate this to the Client. If both parties are unable to devise a methodological workaround, the Company reserves the right to discontinue the project due to these insurmountable difficulties.



# SUBCONTRACTING

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5.1 The Company reserves the right to transfer its contractual rights to any partner without needing prior approval in writing from the Client.

5.2 Beyond the aforementioned condition, the transfer of any portion of this Contract by either party requires the explicit written consent of the other, which shall not be unjustifiably denied.

5.3 In its efforts to deliver the Service, the Company is permitted to delegate any segment of the Service and Deliverables to partners of Business Made Agile Oy or to suitable external parties, agencies, or field operatives. Responsibility for the quality of services rendered by subcontractors rests with the Company only when these subcontractors are chosen and compensated directly by the Company.



# SUBCONTRACTING

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Should the Client recommend a particular subcontractor, accountability for the subcontractor's work accuracy, completeness, or quality falls outside the Company's responsibility.

5.4 The Company commits to informing the Client promptly and ahead of time when subcontracting decisions are made. Upon the Client's inquiry, the subcontractor's identity will be disclosed. The Company pledges to uphold strict confidentiality in the process of subcontracting and to adhere to the principles and practices of market and social research, as well as comply with all relevant legal standards, including those related to data protection.



# COMPANY'S OBLIGATIONS

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6.1 The Company commits to executing its commissioned projects as advisory services, adhering strictly to the established norms and ethical guidelines of the market and social research industry, as outlined by ESOMAR.

6.2 We assure our clients that we will employ the utmost diligence and expertise in delivering our Service, ensuring that all Deliverables are subjected to rigorous scientific analysis based on universally recognized market and social research methodologies.



# COMPANY'S OBLIGATIONS

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6.3 While the Company ensures the accurate collection, processing, and analysis of data in alignment with industry standards, it does not promise that such data will serve the Client's specific commercial objectives. The Company expressly excludes any and all warranties not directly stated herein, including but not limited to implied warranties of merchantability and suitability for a particular purpose.

6.4 Our team is dedicated to providing our services and fulfilling Deliverables within the timelines proposed in our agreements. Nevertheless, the Company will not bear responsibility for delays or any related losses or damages that may arise due to actions or inactions of the Client or any third parties not under the Company's contractual umbrella.



# COMPANY'S OBLIGATIONS

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6.5 In instances where Deliverables are to be provided in electronic format, both the Company and the Client will proactively engage to adhere to any security protocols recommended by the Company, ensuring the integrity and confidentiality of the delivered content.



# INTELLECTUAL PROPERTY RIGHTS AND PUBLIC STATEMENTS

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7.1 All Intellectual Property Rights in any Proposal provided by the Company are retained by the Company as its sole property.

7.2 In the case of Services provided to multiple customers, the Intellectual Property Rights in any Deliverables remain with the Company at all times. Upon completion of the Service and once all Fees have been settled, the Client is authorized to utilize the Deliverables strictly for legitimate and appropriate internal business activities or as outlined in the Proposal. However, the Client is prohibited from extending any usage rights or licenses to third parties.



# INTELLECTUAL PROPERTY RIGHTS AND PUBLIC STATEMENTS

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7.3 When it comes to Custom Research Services, the Intellectual Property Rights of the Deliverables are transferred to the Client, contingent upon the full settlement of Fees owed to the Company for such Deliverables.

7.4 The parties agree that the Company holds the right to employ all Deliverables, along with any findings and documentation generated from the Services, for its internal use, within its own databases, and for any business-related purposes, including legal disputes. The Company commits to protecting the confidentiality and anonymity of the Client, as well as any respondents or participants involved.



# INTELLECTUAL PROPERTY RIGHTS AND PUBLIC STATEMENTS

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7.5 Despite the provisions stated above, the Company exclusively owns all know-how and Intellectual Property Rights related to any generic techniques, principles, formats, proprietary materials, software, programs, macros, algorithms, modules, methodologies, and any other tools used or developed in the creation of a Proposal or the execution of Services, not specifically tailored for the Client.

In instances where the Company supplies software as part of the Services, the Client acknowledges that using this software may be governed by separate licensing terms.



# INTELLECTUAL PROPERTY RIGHTS AND PUBLIC STATEMENTS

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The Client is responsible for obtaining the necessary licenses for any third-party software required to access or use the Deliverables. Unless explicitly agreed upon, the Company is not obligated to secure third-party software licenses for the Client.

7.6 Irrespective of the conditions mentioned in 7.2 and 7.3, research results are provided to the Client for internal purposes only. Permission from the Company is required before sharing with third parties, publishing in whole or in part, or if the Company deems it appropriate for public release due to the subject matter or intellectual property concerns.



# INTELLECTUAL PROPERTY RIGHTS AND PUBLIC STATEMENTS

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Reproduction, printing, storage, processing, or dissemination in any form for the purpose of sharing with third parties or publication is strictly prohibited without the Company's prior approval.

This guideline also applies to research results from Multi-customer Services or syndicated studies, where the Client does not possess exclusive utilization rights.



# INTELLECTUAL PROPERTY RIGHTS AND PUBLIC STATEMENTS

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7.7 The Client is forbidden from publicly disclosing any Deliverable in a manner that could misinterpret, skew, or misrepresent the data or findings provided by the Company, or that could potentially damage the Company's reputation or business operations. Any publication making comparisons with competitors requires the express written consent of the Company, including approval of the specific text to be published.



# INTELLECTUAL PROPERTY RIGHTS AND PUBLIC STATEMENTS

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7.8 Utilizing research results during the preliminary stages of legal actions (such as lawsuits, arbitration, or government proceedings) is not allowed without the Company's prior written consent, except where overridden by legal, administrative, or court mandates.

7.9 Should the Client wish to quote from the research report, either partially or in full, such citations must be clearly identified as such, and the Company must be acknowledged as the author of the research report.



# CONFIDENTIALITY

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8.1 The recipient agrees to (a) only utilize the Confidential Information to meet its responsibilities under this Contract; (b) regard all Confidential Information from the disclosing party as highly confidential and not reproduce or share any of it with a third party; (c) not disclose, without explicit written approval from the disclosing party, any part of the Confidential Information to anyone except its directors, employees, parent company, subsidiaries, or approved subcontractors who require it for performing the Services and are committed to strict confidentiality and non-disclosure agreements; and (d) promptly act on any request from the disclosing party to either destroy or return any of the disclosing party's Confidential Information, including all reproductions, summaries, and analyses of such information in the recipient's control or possession.



# CONFIDENTIALITY

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8.2 Expanding on Clause 8.1, Proposals from the Company are laden with confidential details about both the Company and the Client is expected to maintain the secrecy of any Proposal's contents, as well as any information or ideas presented during any pitch or briefing, refraining from sharing this with any third party, creating derivative works, or using it in any way without the Company's prior written authorization. Proposals should only be used to evaluate the potential of hiring the Company to deliver the outlined Services.



# DATA PROTECTION AND DATA OWNERSHIP AND STORAGE

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9.1 Should the Company's Service necessitate acquiring individual names or other personal details from the Client, their agents, or third parties designated by the Client for processing or managing such data, it is imperative that the client confirms they are authorized under data protection laws and regulations to share this data. Additionally, if necessary, they must have secured the explicit consent of the individuals concerned.

9.2 Regarding the handling of personal data provided by the Client, the Company is committed to:

(a) utilizing this data solely to deliver the Services;



# DATA PROTECTION AND DATA OWNERSHIP AND STORAGE

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(b) implementing appropriate technical and organizational safeguards to protect against the unauthorized or illegal processing of data, as well as against accidental loss, destruction, or damage, considering the current technological capabilities and the cost of such protections; and

(c) responding to the Client's reasonable requests for information to verify the Company's adherence to this policy.

The Company pledges to act in accordance with prevailing data protection laws and regulations, ensuring the security of client-provided personal data and using it only as permitted by these laws and regulations.



# DATA PROTECTION AND DATA OWNERSHIP AND STORAGE

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With an individual's prior approval, the Company retains the right to recontact them for additional survey participation.

9.3 All completed questionnaires, audio and visual recordings, and computer files produced by the Company or its subcontractors in the service delivery process will be owned by the Company. These materials will be kept, stored, and disposed of or deleted in line with relevant laws, regulations, and the Company's internal procedures.



# DATA PROTECTION AND DATA OWNERSHIP AND STORAGE

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9.4 Assuming these items are still in the Company's possession as per Clause 9.3, the Client may request and receive copies of the survey records at their expense. A key condition for sharing such information is the assurance of respondent anonymity. The Company is not obligated to provide these records if doing so would contravene the laws and regulations of the Republic of Finland, or on the ICC/ESOMAR International Code of Market and Social Research, or any applicable data protection laws and regulations. The Client guarantees that any survey records received from the Company will be stored and utilized strictly in accordance with all applicable data protection laws and regulations.



# DATA PROTECTION AND DATA OWNERSHIP AND STORAGE

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9.5 The Client agrees to fully protect the Company and its subcontractors from any claims or moral damages arising from the Client's violation of any relevant data protection laws and regulations or any other related rule, especially those mentioned previously.



# LIMITS AND EXCLUSIONS OF LIABILITY

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10.1 The obligations of the Company and the rights of the Client concerning defects are determined by the legal standards unless specified otherwise below. The Company ensures the accuracy of the survey execution and the scientific integrity of the results analysis, adhering to the established market research methodologies outlined in 6.2. Claims related to evident defects are valid only if the Client communicates such issues to the Company in writing within two weeks following the delivery of the research reports and findings. For defects that are not immediately apparent, the notification period commences upon discovery of the defect, but no later than three months following the disclosure of the final legally significant data.



# LIMITS AND EXCLUSIONS OF LIABILITY

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The guarantee period starts upon the delivery of the aforementioned data and extends for one year.

10.2 The Company will not be held responsible for any losses or damages arising from the conclusions or advice provided by the Company as part of the Services, which are included in the Deliverables. The Client accepts full responsibility for the outcomes of any actions taken based on the Deliverables or their interpretation of the same, except in instances where the Company has breached its duty as outlined in Section 10.3.



# LIMITS AND EXCLUSIONS OF LIABILITY

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10.3 The Client has the right to seek damages from the Company, its legal representatives, subcontractors, or agents only in instances of intentional or gross negligence resulting in harm to life, health or body, significant contract obligation breaches, or if the Company, its representatives, or agents have deliberately hidden a defect in the survey.

10.4 In situations where damage has occurred due to the negligent violation of crucial contract obligations, the Company's liability will be limited to damages that were foreseeable and typical for such a breach.



# LIMITS AND EXCLUSIONS OF LIABILITY

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10.5 The compensation for damages will be capped at the total net fee paid for the specific project in question. Claims for indirect or unexpected subsequent damages will not be entertained.

10.6 In the event that the Client is subject to damage claims due to an alleged failure on the part of the Company, and seeks to hold the Company accountable, it is imperative that the Company is notified immediately. The Company reserves the right to lead or oversee the legal proceedings. This entitlement does not infringe upon the Client's right to defend itself.



# PRODUCT TESTING

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11.1 Despite any differing provisions in this Contract, when the Service entails testing or employing the Client's products, samples, or test materials (including prototypes) and/or third-party products provided by the Client, the Client guarantees, asserts, and commits to ensuring that

(i) all content, packaging, or labeling adheres to applicable laws across all relevant regions;

and

(ii) it is their duty to supply or validate any necessary disclaimer/waiver for participants, or approve any version of such disclaimers/waivers drafted by the Company for the involved products, samples, or test materials.



# PRODUCT TESTING

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The Client is obligated to ensure that all requisite chemical, medical, pharmaceutical, or other necessary tests/studies/analyses have been conducted on the test product. They must take on the responsibility for the product's appropriateness for the test and, should a review have been essential and conducted (as referenced above), confirm that there was no evidence suggesting the product could be harmful.

Furthermore, the Client must ensure that all legally mandated or necessary information for the product's use is provided to the Research Agency. This allows the Agency to relay this information to test participants.



# PRODUCT TESTING

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11.2 The Client agrees to shield the Company from any losses, claims from third parties, demands, damages, expenses, fees, costs, or liabilities (including actions, investigations, or proceedings related to these) that the Company might face or incur as a result of or in direct or indirect connection with testing or employing such products, samples, or test materials. Should the Company request, the Client must present proof of adequate product liability or indemnity insurance as specified by the Company.

11.3 Under no circumstances will the Company be liable for the use, loss, or damage of any such products, samples, or test materials after they have been distributed to participants.

11.4 For all other matters, product liability law regulations shall be in effect.



# MISCELLANEOUS

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12.1 Obligations outlined in this Contract, meant to persist beyond its termination or expiration, will indeed endure.

12.2 For the purposes of these General Terms and Conditions, written notices or consents are recognized to encompass communications via telefax and email.

12.3 The Company is excused from fulfilling its duties under this agreement in the event of unforeseen circumstances such as fires, storms, riots, strikes, diseases, material shortages, lockouts, wars, floods, civil unrest, terrorism, or any form of governmental intervention, restriction, or ban, whether it occurs locally or nationally.



# MISCELLANEOUS

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12.4 Both parties acknowledge that their agreement to this Contract was not based on any statements, representations, promises, warranties, commitments, or understandings made by any individual (regardless of their involvement in this Contract) other than those explicitly stated within this document.

Nevertheless, this clause does not eliminate any liability from either the Client or the Company in instances of fraud or deceitful misrepresentation.

12.5 Should any part of this Contract become void, unlawful, or unenforceable in any jurisdiction, this will not compromise the legality, validity, or enforceability of any other part of this Contract either within the same jurisdiction or any other.



# MISCELLANEOUS

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12.6 No third party has the right to enforce any terms of this Contract.

12.7 This Contract is governed by Finnish law. Should any disputes arise, both parties consent to the exclusive jurisdiction of the Finnish courts, except when it pertains to the enforcement of any judgment, in which case the jurisdiction of the Finnish courts will be non-exclusive.



# THE END



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*So that's it! I hope you liked it!*

*If you read the whole document, you should now understand what is the purpose of test marketing and market survey.*

*You should also understand the standard terms and conditions for market and social research.*

*Thank you for reading!*

*PS. Please, don't hesitate to contact us for more detailed information about how to conduct test marketing and market surveys.*

*Jorma Manninen, The Founder & COB  
Business Made Agile Oy*



# CONTACT US

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Business owners are struggling with the lifecycle management of their fixed assets and operating equipment so we offer products and services for the four phases of asset lifecycle:

1. assessment & planning,
2. acquisitions & procurement, and
3. operations & maintenance; as well as
4. final disposal at the end of life.

**Lifecycle management of fixed assets and operating equipment is not easy. But we can help.**

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