



The services provided by Securitas Oy and other Securitas Group Companies as well as the relating quotations and agreements shall be governed by these General Conditions of Contract, the Service Contract as well as by the relating service-specific Special Conditions of Contract and Special Provisions. In this context, Securitas refers to Securitas Oy or the specific Securitas Group Company that is party to the Service Contract, or supplies the services or the relating equipment, or to whom the claim based thereon is presented.

Quotation; Object; Services

1. A written quotation by Securitas shall be valid for thirty (30) days from the date thereof, unless otherwise specified therein.
2. Through signing the Service Contract, the Customer orders from Securitas, and Securitas, having confirmed the Customer's order, undertakes to provide the Securitas services specified in the Service Contract relating to the area or object indicated in the Service Contract (hereinafter referred to as "the Object"). Services based on Securitas Service Contract shall hereinafter be referred to as "the Services". The equipment connected with Securitas' technical guarding or security protection services shall hereinafter be referred to as "the Equipment".
3. Securitas shall be entitled to use subcontractors in the performance of its duties.
4. The information contained in Securitas brochures, price lists and other materials shall be binding only provided that it is explicitly referred to in the quotation or the relevant Service Contract. The quotation given by Securitas and the Service Contract, together with the plans and other documentation contained therein, shall be confidential and subject to the provisions of Clause 38 below.

Information on the Object; Management and Supervision of Work; Remarks

5. The Customer shall ensure that Securitas at any given time possesses the current data and instructions concerning the Object, with updated contact information and – provided that the safe keeping of keys or key cards is part of the Services – the keys or key cards ensuring access to the Object. However, only the instructions duly agreed upon with Securitas in writing shall be binding on Securitas.
6. The Customer shall inform Securitas of any special risks connected with the Object, such as poisons, explosives or weapons, as well as any other factors known to the Customer and which may cause damage or hazards. The Customer shall also give Securitas sufficient details on the safety instructions concerning the Customer's personnel. Securitas shall ensure that its employees observe the instructions as duly agreed upon with Securitas in writing.
7. The Customer shall inform its personnel, tenants and other parties needing such information of the arrangements agreed upon with Securitas, as necessary. If the contents of the Service Contract or instructions, or the information which serves as their basis, are found to contain errors, or if such information has changed, the other party shall immediately be notified of the matter.
8. Securitas shall supervise and control the work of the employees who perform the Services. Securitas shall also determine the mode of working and supervise the quality of work and the working hours. The Customer shall present any remarks about the work performance to the supervisors of Securitas and not to the employees performing the Services. The performing employees are not authorized to receive instructions directly from the Customer or agree on any changes to the instructions or to the Service Contract. If, in the Customer's opinion, Securitas' employees have not adhered to the Service Contract, the Customer shall notify Securitas within eight (8) days of such event. If it is anticipated that this procedure may cause damage or loss, the matter shall be notified immediately. If the Customer fails to present a complaint within the above-mentioned time limit, the Customer will forfeit its right to present claims on the basis of the event.
9. If the Customer has not provided Securitas with sufficient written instructions, or if, for reasons beyond the control of Securitas, it is not possible to observe the instructions, Securitas shall be entitled to undertake any measures that can be deemed reasonable in view of the prevailing circumstances, the extent of the damage, and the values to be protected. In such circumstances, Securitas shall be entitled to order the required glazing, locking, maintenance and/or other similar services on behalf and at the expense of the Customer from an undertaking designated by the Customer. If the Customer has failed to designate such undertaking or if the undertaking designated by the Customer fails to take charge of the matter or arrive at the Object as required by the situation, Securitas shall be entitled to order the services in said manner from another undertaking operating in the field.

10. If it has been agreed that the fire brigade or the police shall be called, the Customer shall be responsible for the costs caused by any false alarm. Securitas assumes no responsibility for ensuring that the fire brigade or the police actually arrive at the Object.

Validity of Service Contract; Commencement of Services

11. Securitas shall commence the Services when the Service Contract has entered into force and any service-specific conditions have been fulfilled. The Services shall be commenced by the commencement date indicated in the Service Contract, unless prevented by force majeure or an impediment on the Customer's side.
12. The Service Contract shall enter into force upon Securitas having confirmed the Customer's order. However, the Service Contract shall be binding on Securitas only after the Customer has supplied Securitas with the information and instructions necessary for the commencement of the Services and – provided that the safe keeping of keys or key cards is part of the Services – the keys or key cards ensuring access to the Object.
13. Notwithstanding what has been agreed on validity and period of notice, Securitas shall at its discretion have the right to interrupt or discontinue the Services, and in the last-mentioned case cancel the Service Contract, in case a) the Customer's payment to Securitas is delayed by more than thirty (30) days; b) the Customer or a maintenance company, tenant or other similar party acting for or on behalf of the Customer fails to service, or use or test the Equipment or the Services in accordance with the Service Contract; c) repeated false alarms are received from the Object, or the Customer fails to repair any disturbing or hazardous defect for which he is responsible; d) the Customer otherwise essentially breaches against the Service Contract or the relating conditions, or the orders, directions, recommendations or regulations of authorities; e) essential changes occur in the relevant legislation, orders of authorities or insurance cover for reasons beyond the control of Securitas; or f) the Customer is adjudicated in bankruptcy, or mandatory restructuring proceedings are initiated in respect of the Customer; however, in the circumstances referred to in sub-clauses a) to d) above, Securitas shall be entitled to cancel the Service Contract only if the Customer has not rectified the situation within fourteen (14) days from the date on which Securitas had sent a written notice thereof.
14. Notwithstanding the agreed validity and period of notice, the Customer shall have the right to cancel the Service Contract if Securitas essentially breaches against the Service Contract or the relating conditions and does not rectify the situation within fourteen (14) days of having received the Customer's written notice of the matter.
15. Should Securitas cancel the Service Contract based on a reason attributable to the Customer referred to in Clause 13 above or in the service-specific Special Conditions of Contract, the Customer shall be liable to pay Securitas the amounts that have fallen due for payment under the Service Contract, and, by way of compensation for damage caused to Securitas by the Customer's action, not less than three fourths of the amounts payable under the Service Contract by the end of the then current contract period, but not yet fallen due.
16. Unless otherwise agreed, Securitas shall upon the expiration of the contract period return the keys and key cards relating to the Object by registered mail to the Customer's address known to Securitas. If the Customer's address is not known to Securitas or the registered consignment is returned, Securitas shall be entitled to destroy the keys and key cards in a manner it deems safe.

Service Fees; Invoicing

17. The service fees and the criteria for determination of charges and fees for additional services and actions are specified in the Service Contract. Unless otherwise agreed, Securitas shall charge for additional services in accordance with its usual practice.
18. Unless otherwise agreed, the Customer shall make the payments to Securitas within fourteen (14) days from the date of the invoice of Securitas. In case of delayed payment, the Customer shall pay interest on the overdue amount for the period of delay in accordance with the Finnish Interest Act, together with the collection costs. The Customer shall make in writing any remarks against the invoice within eight (8) days from the date of the invoice.



19. The charges specified in the Service Contract include the indirect taxes and other official charges in effect at the date of signature as set out in the Service Contract. Should the amount of such taxes and official charges or the criteria for their determination change due to a change in the relevant regulations or provisions or their interpretation or due to a change in taxation practice, the charges relating to the Services shall immediately be adjusted accordingly.

Adjustment of Services, Service Fees or Conditions of Contract

20. The parties can mutually agree on changes and addenda to the Services and the Service Contract. In order to be binding on Securitas, any changes and addenda shall be agreed in writing with the contact person of Securitas, and cannot be bindingly agreed upon with employees performing the Services. However, should the service fees, the service-specific Special Conditions of Contract and Special Provisions applied to the Services by Securitas, or the costs or conditions connected with the Services change, Securitas shall, be entitled to adjust the charges and other terms and conditions agreed upon with the Customer accordingly. Securitas shall notify the Customer of the change in writing not later than thirty (30) days before the effective date of the change. Within fourteen (14) days from the date of Securitas' notice, the Customer shall be entitled to give a notice of termination of the Service Contract with a notice period specified in Clause "Period of Notice" of the Service Contract. During the period of notice, the Service Contract shall remain in effect on the earlier terms and conditions. If the Services include Equipment owned by Securitas, the provisions of this Clause governing adjustment of service fees and the Customer's related right of termination shall be replaced by Clause 12 of the Special Provisions Applied to Equipment Owned by Securitas (D 05).

Working Environment; Customer's Obligations; Signs

21. The Customer shall provide the necessary working and social facilities for the personnel of Securitas free of extra charge and shall ensure and be responsible for that the structures, working conditions and other factors of the working environment comply with the valid safety and health requirements and that the obligations towards the personnel of Securitas as regards occupational safety and health are fulfilled also in other respects. The personnel of Securitas shall have the right to use the Customer's telephone free of charge to keep in touch with Securitas.

22. Securitas shall supply the symbols and signs of the Services, as mutually agreed upon between the parties and take charge of their mounting and installation together with the Customer. The symbols and signs shall remain the property of Securitas and shall be removed upon termination of the Service Contract.

Purpose of the Services; Liability of Securitas; Insurance

23. The purpose of the Services is to prevent and limit the extent of damage. In addition, the purpose of the Services in the event of crimes is to contribute to the investigation of crimes and to the apprehension of offenders. The Services as such cannot, however, prevent crimes, vandalism, sabotage, terrorism or damage, and Securitas assumes no liability for the occurrence thereof. Securitas shall perform the Services in accordance with its operating instructions and working methods and in compliance with the Finnish regulations on private security services. Securitas can refuse to perform a task that could be conflicting with the relevant valid regulations or orders of the authorities.

24. Securitas shall be liable for direct damage and claims arising out of the Services, or any disturbance and deficiency of the Services within the limitations of liability as set out in these General Conditions of Contract and the service-specific Special Conditions of Contract and Special Provisions, as far as covered by its liability insurance. Securitas shall, however, be liable only to the extent that the damage is proved to be due to an intentional or negligent act of Securitas; and that Securitas' contractual action would in fact have prevented the damage or limited its extent; and that Securitas is liable to compensate for the damage on the basis of the Service Contract and the relevant legislation. Securitas assumes no liability for bodily injury, property damage or any other loss or damage caused by the Equipment.

25. Securitas shall be responsible for the careful safekeeping of the keys and key cards entrusted to its care. Should keys or key cards entrusted to Securitas be lost while in its custody, the liability of Securitas shall be limited to the cost caused by such reserialization of locks as Securitas deems necessary to prevent damage in the circumstances, and shall be conditional upon a prior agreement with Securitas on the relevant measures and their performers.

26. Securitas shall at its expense maintain adequate liability insurance. In case of loss, the Customer shall on its part forward the necessary details on the matter to the insurance company and afford the insurance company an opportunity of assessing the extent and nature of the damage.

27. The Customer shall at its expense arrange appropriate insurance coverage for the Object, the monitored and guarded property, equipment not owned by Securitas, as well as for its third party liabilities and interruption of business. The Customer shall insure the monitored heating, plumbing, air-conditioning and cooling equipment as well as the contents thereof against machine and equipment breakage, defrosting, leakage and other property damage. If the Customer carries no such insurance or fails to seek indemnity under such insurance, the Customer shall be liable for any damage that could have been covered by such insurance.

28. Save as stipulated in Clauses 24 and 25 above, Securitas shall not be liable for claims, losses or damages. The duties, obligations and responsibilities of Securitas shall be limited to the Services specified in the Service Contract, and Securitas assumes no responsibility for maintaining general order or security at the Object or its environment or for any shortcomings in their respect, and does not act as security consultant. Securitas shall under no circumstances be liable to compensate for bodily injury, property damage or other damage caused by natural disaster or other catastrophe, sabotage, war or terrorism, violence or vandalism, legislation, or orders or actions of the authorities, or any other events or circumstances beyond the control of Securitas. Securitas shall not be liable to compensate for damage caused due to incomplete or inaccurate information or instructions provided by the Customer or by other causes on the Customer's side, or for damage caused by a person not belonging to the personnel of Securitas and who has acted for or on behalf of the Customer. In addition, Securitas shall not be liable to pay damages, if the Customer has failed to comply with the Service Contract or has failed to ensure that its tenants, maintenance companies and other similar parties do so.

29. Securitas shall not be liable for indirect or consequential loss or damage, such as loss of income, revenues or markets, loss of usufruct, interruption of production or service, loss of profits, other financial losses or other comparable loss or damage. The aggregate liability of Securitas shall in all circumstances be limited to direct damage proved by the Customer and for damages occurred during the same contract period to a total amount not exceeding 12 times the service fee for the Object for the month during which the damage occurred; however, such aggregate liability shall in no case exceed EUR 350,000. If, however, the Special Conditions of Contract or Special Provisions applicable to the Services set a lower limit to the liability of Securitas, such lower limit shall apply.

30. A disturbance or defect in the Services or Equipment or any loss or damage in connection therewith shall give no rise to any other remedies against Securitas except as specified in the applicable service-specific Special Conditions of Contract, Special Provisions and hereinabove.

31. The Customer shall notify Securitas of any claim without delay in writing. In case of a defect or failure that is detected or could be detected immediately, such notice shall be given immediately and in any case within fourteen (14) days from the date when the grounds for the claim were or should have been noticed. If Securitas is not presented with a detailed claim within six (6) months from the occurrence of the damage, the Customer shall forfeit its right to present claims on the basis of such damage.

32. If a compensation claim or other claim based on or related to the Service Contract, Services, Equipment or Securitas' action is raised by a third party against either contracting party, the contracting party concerned shall immediately notify the other contracting party of such claim. The Customer shall indemnify and hold Securitas harmless from liability towards any third party due to such claim to the extent that the liability of Securitas exceeds the liability of Securitas towards the Customer in accordance with the conditions applicable to the Service Contract.

33. Securitas shall be liable for the performance of its subcontractor according to the same conditions as for its own performance. What has been stated in the conditions applicable to the Service Contract about the Customer's obligations towards Securitas and the limitations of the liability of Securitas shall also apply in favor of a subcontractor of Securitas.

Force Majeure; Grounds for Relief

34. If the fulfillment of the contractual obligations of either party is prevented, aggravated or delayed due to a reason beyond the control of such party, such as war, mobilization, military call-ups, mutiny, riot or



other situation of crisis, sabotage, terrorism or threat of terrorism, action or intervention of the authorities, strike, boycott, lockout or other industrial action, fire, unexpected change in weather conditions, damage caused by thunderstorm or other natural disaster, disturbance in electricity supply, unusual or unexpected shortage of labor, or scarcity of transport equipment or fuel, the party in question shall be discharged from the performance of its contractual obligations and from the relating consequences for as long as required by the circumstances. An operating error by the Customer or other user, a defect in the equipment or in a communication connection or line, interruption, break-down or disturbance in telecommunications or telecommunication connections, as well as a network operator's actions shall also be deemed to constitute such ground for discharging Securitas from liability.

35. The party wishing to refer to force majeure shall notify the other party without delay of the circumstance as well as of the cessation of such circumstance.

Applicable Law and Settling of Disputes

36. The Service Contract is to be construed, governed by and interpreted in accordance with the laws of Finland. The parties shall use their best endeavors to settle by mutual negotiations any disputes that may arise from or in connection with the Service Contract. Any disputes that the parties fail to settle by negotiations shall be settled by arbitration by one arbitrator in accordance with the Rules of the Arbitration Institute of the Central Chamber of Commerce of Finland. Notwithstanding the aforesaid, any dispute regarding monies due to Securitas under the Service Contract shall allow Securitas to undertake legal proceedings in the Court of the Customer's domicile, main place of business or other appropriate Court.

Confidentiality

37. Securitas and its personnel are bound by confidentiality obligation in accordance with the relevant regulations on private security services. Within the framework of this obligation, the relevant person shall keep confidential any information concerning the security arrangements or the business secrets or professional secrets or matters within the privacy of a contracting party, which information has come to his knowledge while discharging his duties under the Service Contract, and shall not use such information for his own undue benefit or for the undue benefit of a third party, or to the detriment of any other party. The confidentiality obligations shall survive the termination of the assignment.

38. The Customer on its part shall keep confidential the security arrangements referred to in the Service Contract, the instructions of Securitas relating to such arrangements, service descriptions, systems applications, drawings and other material as well as any information to be regarded as business secrets of Securitas. The Customer may not disclose such information to any third party without the written consent of Securitas, or use it for any other purpose than for assessing a quotation from Securitas and for purposes specified in the Service Contract between the parties. The rights to the material referred to above, whether delivered to the Customer by Securitas upon, before or after the signing of the Service Contract, shall remain vested in Securitas. The confidentiality obligation shall survive the termination of the contract period for as long as the confidentiality of such information is of significance to Securitas.

Notices; Assignment

39. The termination or cancellation of the Service Contract, as well as any other communications and notices under the Service Contract shall be made verifiably in writing. Also notices delivered by fax or e-mail shall be regarded as delivered in writing subject to the conditions set forth below. Notices delivered by post shall be regarded as duly given on the business day first following the day when they were left at a post office for delivery to the address of the recipient indicated in the Service Contract, or to another address, which the receiving party has subsequently duly informed to the sending party. The sender shall be responsible for the proper delivery of a notice sent by fax or e-mail. Such notices shall be deemed as duly given on the business day first following the day on which they are available to the receiving party on its receiving equipment or e-mail address in a processable form. The sender shall request a confirmation of receipt from the recipient if necessary.

40. Securitas shall be entitled to assign the Service Contract in whole or in part to a Securitas Group Company without hearing the Customer. An assignment shall in all other circumstances require the consent of the other party. The Customer shall, however, be entitled to transfer the Services to a third party for use in conjunction with tenancy agreements.

Also in such case, the Customer shall be responsible for the fulfillment of its contractual obligations, and for the proper use of the Equipment and the Services and any Password.

Priority of the Documents; Validity of the Conditions of Contract

41. If the contents of the contract documents or other documents relating to the Services are mutually conflicting, the documents shall prevail in the following order:

- a) Service Contract
- b) Service-specific Special Conditions of Contract and Special Provisions
- c) These General Conditions of Contract
- d) Service and equipment specifications; installation arrangement documents
- e) Object-specific operating instructions, if any
- f) Securitas' guarding and operating instructions
- g) Other relevant documents

If the provisions in the different versions of any of the above-mentioned documents are mutually conflicting, the latest version shall prevail. If the order of priority cannot be determined on this basis, Securitas shall, after hearing the Customer, be entitled to determine which of the documents shall be complied with.

42. These General Conditions of Contract A 05 shall remain in effect until further notice as from 1 January 2005. Any deviating conditions presented by the Customer in its order or otherwise shall be binding on Securitas only if explicitly agreed by Securitas in writing.