

# SECURITAS SPECIAL CONDITIONS OF CONTRACT FOR ALARM CENTER SERVICE (C 05)

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These Special Conditions of Contract and the Securitas General Conditions of Contract (A 05) shall apply to Securitas Alarm Center Services and the relating quotations and agreements. 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.

#### Handling of Alarms and Notifications: Commencement of Services

- 1. Securitas shall maintain in its alarm center the personnel and equipment required for the reception of the agreed alarms and notifications (hereinafter "the Messages"), and for other Alarm Center Services
- 2. Upon the effective date of the Service Contract, and after the test alarms referred to in Section 6 below have been performed, Securitas shall connect the transmission equipment ("Transmission Equipment") required for the technical guarding of the Object to its alarm center ("Commencement Day"). If the parties have agreed on the use of a password, Securitas shall supply an individual password ("Password") to the Customer. Securitas shall monitor the Messages received through the Transmission Equipment to the alarm center of Securitas as from the Commencement Day and take the agreed action on their basis. The Customer shall ensure and be responsible for that the information and instructions given by the Customer are kept up to date and that the Messages received are available to Securitas in its alarm center in a form that permits Securitas to unambiguously identify the type of alarm and the Transmission Equipment that sent the Message.
- 3. Securitas shall be entitled to disconnect and interrupt the Services temporarily due to the necessary development, modification, servicing or repair activities or other similar reasons. If the reason is attributable to Securitas, it shall give notice of the interruption of the Services as soon as possible.

#### **Operating Instructions**

4. Securitas shall ensure that its alarm center and guarding personnel have been given adequate instructions enabling them to perform their duties correctly and safely. If the conditions at the Object so require, Securitas shall prepare separate instructions for the Object, taking into account the regulations on private guarding services, the provisions of the Service Contract and the instructions binding on Securitas. Securitas shall ensure that its alarm center and guarding personnel discharge their duties in accordance with the operating instructions and working methods of Securitas.

## Fees for Alarm Center Services; Other Charges

5. The fees for Alarm Center Services as well as the criteria for determination of charges for actions are specified in the Specification of Alarm Center Services. Unless otherwise agreed, Securitas shall invoice for additional services in accordance with its normal practice. The Customer shall pay the fees and charges for transmission, communication, telephone and electricity connections, and other fees and charges for connection and use of the Transmission Equipment and Services, including the costs for changes of numbers and other modifications due to the network operator's actions or other similar reasons that are beyond the control of Securitas.

# **Provisions Applying to Transmission Equipment**

6. The Customer shall ensure that Securitas can connect the Transmission Equipment to its alarm center, and shall perform the test alarms in accordance with the instructions of Securitas on or before the Commencement Day. To verify the reliable function of the Transmission Equipment, the Customer shall test the Transmission Equipment in accordance with the instructions of Securitas and in cooperation with the alarm center of Securitas at least once a year, and each time after completed modification or repair of the Transmission Equipment or the monitored equipment. Securitas or its representative shall be entitled to check the Transmission Equipment, the monitored equipment connected thereto as well as the Object, as necessary, provided that this can be done without unreasonable harm to the Customer.

7. Unless otherwise specified in the Special Provisions Applied to Equipment Owned by Securitas (D 05), the Customer shall ensure and be responsible for that the alarm Message from the monitored equipment is passed on to the Transmission Equipment, that the Transmission Equipment as well as the monitored equipment of the Object are in operating condition, that the relevant authority has approved them, and that they are regularly serviced. Unless otherwise agreed, the Customer shall also ensure and be responsible for that the Transmission Equipment

- is switched on at all times when the Customer wants Securitas to monitor the Messages received through the Transmission Equipment.
- 8. If the Transmission Equipment or the monitored equipment becomes defective, the Customer shall immediately notify Securitas of the event and agree on possible modifications to the operating instructions to minimize risks and avoid unnecessary alarms and the relating actions and costs. Unless otherwise provided in the Special Provisions Applied to Equipment Owned by Securitas, the Customer shall also take immediate action at its own expense to repair the defect.
- 9. If false alarms are repeatedly transmitted from the Object due to a defect in the Transmission Equipment or due to the irregular function of the monitored equipment connected thereto or due to other reasons beyond the control of Securitas, or the quantity or quality of the transmitted Messages prevents or hampers the operation of the alarm center of Securitas, Securitas shall at its discretion be entitled to take action to rectify the situation. Securitas shall notify the Customer of the performed measures as soon as possible.
- 10. The Customer shall be responsible for keeping confidential the Password that may have been supplied, as well as the operating instructions and other confidential material, and shall be responsible for any use of the supplied Password. The Customer shall ensure and be responsible for that the Transmission Equipment, the monitored equipment connected thereto, and the Services are used correctly, and undertakes to use them in accordance with the Contract and the instructions and recommendations of Securitas.

#### **Limitation of Liability for Securitas Alarm Center Services**

- 11. The purpose of the Alarm Center Services is to receive Messages sent through the Transmission Equipment by Customers that use the services of Securitas alarm center, and to undertake the agreed measures on the basis of such Messages. The Services as such cannot, however, prevent damage due to burglary, robbery, defrosting or leakage, or other loss or damage, and Securitas assumes no liability for the occurrence thereof. Securitas cannot act on the basis of the Messages transmitted through the Transmission Equipment until the Message has been received in a form that can be processed by Securitas and otherwise as referred to in Clause 2 above.
- 12. Unless otherwise agreed, Securitas shall have no obligation to monitor or repair defects of the Transmission Equipment, communications or communication lines, or to monitor whether the Transmission Equipment or the equipment connected thereto are switched on or not. Securitas assumes no responsibility for any damage or costs that may be caused due to the Transmission Equipment or the equipment connected thereto being out of use, or due to their non-functioning or malfunctioning.
- 13. The liability of Securitas for claims based on or connected with the Contract concerning the Alarm Center Services, such as guarding, maintenance, repairs and other measures performed on the basis of or in connection with the Alarm Center Services, shall in all circumstances be limited to direct damage proved by the Customer, however, for damage events occurred during one contract period not exceeding the aggregate amount corresponding to 12 times the alarm center Service fee for the Object payable for the month during which the damage occurred.

## Validity of these Special Conditions of Contract

14. These Special Conditions of Contract 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.