

GENERAL CONDITIONS FOR CONSULTING

Konsulttitoiminnan yleiset sopimusehdot KSE 1995
Allmänna avtalsvillkor för konsultverksamhet KSE 1995

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TRANSLATION

In the event of any differences in interpretation of this RT sheet the Finnish version RT 13-10574 shall take precedence over this translation.

These General Conditions for Consulting may be applied to assignments between the Consultant and the Client concerning e.g. research, planning and control associated with construction, productive operations and communities. The General Conditions and the following contract forms are related to each other:

*RT 80252 E Consultancy contract,
RT 80253 Contract on additional work and modifications related to a consultancy assignment and*

RT 80254 Order/Order confirmation/ Contract related to a consultancy assignment.

The Finnish Association of Construction Clients RAKLI, the Finnish Association of Consulting Firms SKOL and the Association of Finnish Architects SAFA have together drawn up and ratified these General Conditions.

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CONCEPTS

Subconsultant

Subconsultant refers to a consultant who has entered into a contract with the Consultant and works for the consultant under his supervision.

Assistants

Assistants refer to the auxiliary workforce used in the performance of technical work such as field studies, research, measurements and other similar tasks.

Document

Document refers to a written or illustrated presentation or a presentation in electronic or comparable form that can be read, listened to or otherwise understood with the help of technical instruments.

Expert inspection

Expert inspection refers to an inspection carried out by a person authorized by the construction authority in the course of the project to verify whether the construction work has been carried out according to the plan. Such inspections complement or replace control measures by authorities. (Not provided for in the General Conditions.)

Expert control

Expert control refers to general monitoring activities undertaken by the Consultant to verify whether his plans have been properly implemented or carried through and to provide complementary and explanatory instructions and interpretations.

Special compensation

Special compensation refers to a compensation for outlays mentioned in clause 5.3 of these General Conditions.

Total price

Total price refers to the fee charged for an agreed assignment, including remuneration, special compensation and expenses.

Overall planning assignment

Overall planning assignment refers to an investigation, study, plan, design or other task where it is essential that the Consultant commits himself to implement a plan constituting an operational or otherwise separate entity or to carry out a similar task in some sector of planning or some sectors of planning.

The reimbursement for such performance is calculated using the basis for charging set forth in these General Conditions.

Consultant

Consultant refers to a natural or artificial (juristic) person who is paid to perform expert investigations, research, surveys, measurements, inspections, planning, designing, development and monitoring duties or similar tasks entailed by the assignment.

Expenses

Expenses refer to compensation paid by the Client to the Consultant in addition to his remuneration and special compensation for costs arising in the course of the assignment -General Conditions, clause 5.4.

Handling expenses

Handling expenses refer to invoicing and office costs incurred by the Consultant as a result of hiring subconsultant(s) and processing invoices.

Remuneration

Remuneration refers to a compensation paid by the Client to the Consultant. The remuneration includes a compensation for the direct wage costs associated with the assignment as well as the Consultant's social security and overhead expenses.

Wage costs

Wage costs refer to the wages paid including social security expenses.

Auxiliary consultant

Auxiliary consultant refers to a second consultant under contract with the Client who performs tasks similar to but not connected with the principal Consultant's duties.

Social security expenses

Social security expenses refer to the wages including social security expenses paid for non-working-hours, such as sick pay and holiday pay, holiday bonus, Independence Day pay, short-time pay, remuneration for intermediaries and employees' representatives and pay for reservists during their military refresher courses.

Social security expenses also refer to the employer's payments based on the law or collective bargaining agreements, such as social security contributions, employment pension insurance premiums, accident insurance premiums, unemployment insurance premiums and group life insurance premiums.

Social security expenses further refer to such expenses arising from employees' health care plans and occupational safety equipment that are required by law or collective bargaining agreements as well as from the employer's liability insurance premiums and membership fees of employer organizations.

Client

Client refers to a person (the principal) who requests the Consultant to perform investigations, research, surveys, measurements, inspections, planning, designing, development and control duties or other similar tasks.

Unit price

Unit price refers to the fee charged for a specified unit of work. The unit price includes the remuneration plus all special compensations and expenses agreed upon.

Overhead expenses

Overhead expenses refer to the wage and other costs incurred by the Consultant that are not attributable to specific tasks, such as:

- wages including social security expenses for administration, book-keeping, general research and development, contractual negotiations, planning and organizing operations, as well as studies, study-related trips, training and similar activities
 - personnel-related social security expenses, other than those referred to under "Social security expenses" above
 - the rental and other costs for premises
 - general office expenses and the purchase of office supplies, equipment and material
 - membership fees other than those paid to employer organizations
 - payments for outside services that are not included in the fee charged for the assignment, general consultant's liability insurance premiums
 - marketing, PR and entertainment expenses
 - capital costs.
- Overhead expenses also include all profits from operations.

GENERAL CONDITIONS FOR CONSULTING

1 GENERAL PROVISIONS

1.1

These General Conditions for Consulting are to be applied to consultancy assignments between the Client and the Consultant.

1.2

At least the object, nature and scope of the assignment as well as the basis for charging, purpose of the object planned and the Consultant's status in the performance organization must be defined in the contract between the Client and the Consultant.

1.3

If the contract is drawn up in more than one language, the contract must state which version has priority.

1.4

An entry in the confirmed minutes of planning or site meetings held by representatives of the contracting parties is also considered to constitute a written document (procedure) required in these General Conditions.

2 CLIENT'S STATUS AND LIABILITY

2.1 Client's status

2.1.1

The Client shall place at the Consultant's disposal, free of charge and at the appropriate time, the documents needed for the fulfillment of the assignment, including maps, drawings and other basic information in the Client's possession.

The Client shall further deliver to the Consultant free of charge such plans and information on the purpose of the object planned that are in his possession and that are necessary for the Consultant to be able to comply with provisions and regulations governing occupational safety.

2.1.2

The Client is liable to perform all duties prescribed by law and by order of authorities, to maintain official contact with outside institutions, authorities and landowners and to obtain the necessary authorizations.

The Consultant is liable to carry out those of the above-mentioned tasks that are specified in the agreement.

The Client is liable to duly manage or organize the project from beginning to end.

2.1.3

The Client is entitled to supervise how the assignment is carried out and to furnish the Consultant with instructions regarding work performance.

2.1.4

The Client for his part is required to see to it that the above-mentioned measures, inspections of the planning work and decision-making

processes do not prevent the task from being performed and completed according to the agreed schedule.

2.1.5

If the Client wishes after signing the contract for the assignment to engage auxiliary consultants to perform work essential to the assignment in co-operation with the Consultant, the Consultant shall have the right to influence their selection.

2.2 Client's liability

2.2.1

As defined in the contract and these General Conditions, the Client is liable to compensate the Consultant for any damage resulting from the Client's error or negligence.

When the Consultant notices that damage is or has been caused, he shall without delay and in a verifiable manner inform the Client thereof in order to prevent further damage.

2.2.2

The Client is liable for all basic information, binding instructions and regulations issued by him to the Consultant.

2.2.3

The Client is liable for any unavoidable inconvenience and damage that may be caused during surveys and research.

3 CONSULTANT'S STATUS AND LIABILITY

3.1 Consultant's status

3.1.1

In his capacity as an expert the Consultant shall perform his assignment in a professional and objective manner in compliance with good technical practice and attempt to achieve the objectives jointly agreed upon.

The Consultant shall remain economically and otherwise independent of any suppliers, manufacturers, contractors and other factors that may prejudice his objectiveness. If the assignment affects the interests of the Consultant, Client or a third party to such a degree that impartiality in fulfilling the assignment is prejudiced, the Consultant shall inform the Client thereof.

3.1.2

While performing the task, the Consultant shall co-operate with the other consultants and experts referred to in the contract.

3.1.3

The Consultant is not entitled to use another consultant as a subconsultant while performing his duties or part thereof without the Client's consent.

The Client's consent is not required in routine and minor matters. In such cases the

Client may not be charged for any work performed by subconsultants in excess of the basis of billing set forth in the assignment contract. If subconsultants are used, the Consultant shall inform the Client of this.

The Consultant is liable for the subconsultant's work as if it were his own.

3.1.4

The Consultant shall see to it that the assignment is performed by a duly qualified staff.

3.2 Consultant's liability

3.2.1

The Consultant shall see to it that all plans delivered or tasks performed conform with the provision of the contract and fulfill the requirements of enforced laws, statutes and orders of authorities.

If errors or omissions are detected in the plans or in other documents drafted by the Consultant, the Consultant shall have the right and obligation to correct them. If, despite the Client's written notice, the Consultant fails to correct the errors or omissions in the above-mentioned plans or documents within a reasonable period of time, the Client is entitled to have them amended at the Consultant's expense. In addition to these costs, the Consultant is liable for any damage caused by him in accordance with clauses 3.2.2 and 3.2.3.

3.2.2

The Consultant is liable for damage caused to the Client due to the Consultant's error or negligence according to the contract and these General Conditions.

3.2.3

The Consultant is not liable for damage resulting from any decrease or interruption in production or net sales, or from other loss of revenue, or diminution of profits in cases where a contract with a third party has been terminated or not fulfilled properly, or for other similar damage difficult to predict or possible consequential damage.

The upper limit of the Consultant's liability for damage is defined in the contract. If the contract does not contain such a stipulation, his liability for damage shall in no case exceed the total remuneration forthcoming to the other contracting party. It shall be laid down in the contract whether any other kinds of liabilities affect the consultancy compensation and whether any liability insurances must be taken out.

These restrictions do not however apply to cases involving malicious intent or gross negligence.

3.2.4

When the Client notices that damage is or has been caused, he shall without delay and

in a verifiable manner inform the Consultant thereof in order to prevent further damage.

3.2.5

The Consultant's liability remains in effect until the agreed assignment has been completed and accepted in an inspection which will release the consultant from his liability for all claims presented during the guarantee period or in any other similar inspection. If there is no such guarantee time, the Consultant's liability expires within one year from the completion of the object planned during the assignment.

The Consultant is, however, liable for any damage also after the above-mentioned time if the damage caused is attributable to the Consultant's intentional or gross negligence or incomplete performance and the Client cannot reasonably be expected to have noticed the damage prior to the expiry of the guarantee period.

The Consultant is released even from this liability ten years after the completion of the assignment or ten years after the completion of the object planned during the assignment, whichever comes first.

In cases where the plan is not implemented immediately, the Consultant's liability shall expire no later than five (5) years after the completion of the entire plan.

3.2.6

Client approval of the plans and measurements carried out by the Consultant does not release the latter from his liability.

3.2.7

If the Client has demanded new structures or methods to be used or changes be made to the Consultant's plans or measurements and the Consultant has in advance and in writing informed the Client that this will entail additional risks for which he shall not be held responsible, the Consultant is not liable for any resulting damage.

If the basis for the planning proves to be incorrect or it is modified during the planning phase or after the plans have been drafted, the Consultant shall be responsible for these plans only if he was in a position to revise the plans to match the new basis.

3.2.8

If it has been agreed that the plan or part of it is to be carried out under the Consultant's expert supervision but this does not occur owing to circumstances beyond the Consultant's control, the Consultant shall be entirely released from any and all liability or released at least to an extent that can be regarded as reasonable considering how much damage the Consultant might have prevented if the plan had been carried out under his supervision.

3.2.9

The Client shall present an itemized demand for compensation without delay and no later than one year from the date when the error was determined to be attributable to the Consultant's error, under penalty of forfeiting his right to compensation.

The final demand for compensation shall be presented by the Client in writing within one year from the expiry of the Consultant's liability period specified in clause 3.2.5. If the Client fails to do this, he shall forfeit his right to compensation.

3.2.10

Liability insurances shall be agreed upon separately. The compensation of costs arising from insurances is defined in clause 5.4.3.

4 CONTACTS BETWEEN CLIENT AND CONSULTANT

4.1

Joint negotiations shall be arranged at the Client's or Consultant's request during the assignment for the purpose of maintaining contact between the parties. At either party's request, a written and approved memorandum or minutes shall be kept of these meetings.

4.2

The Consultant shall immediately inform the Client of any need for surveys and investigations not originally contained in the assignment terms or for amendments to the instructions supplied to facilitate research or planning.

4.3

The Consultant may not turn to any other parties than the Client for instructions regarding extensions to the work originally assigned. Any instructions received from parties other than the Client shall immediately be made known to the Client, who in turn must notify the Consultant of the extent to which the instructions must be followed.

4.4

Instructions, regulations and notices shall be confirmed in writing if they are of an essential nature or if either of the contracting parties so requests.

5 BASIS FOR CHARGING

5.1 General provisions

The Consultant's total charge includes the following items: remuneration, special compensation and expenses.

The total remuneration for the assignment or different parts thereof may be based on the following remuneration systems:

- Percent-based remuneration (5.2.1)
- Lump-sum remuneration (5.2.2)
- Unit-based remuneration (5.2.3)

- Time-work remuneration by group of persons (5.2.4)
- Time-work remuneration based on Consultant's own costs (5.2.5)
- Objective-based remuneration (5.2.6)
- Other agreed remuneration (5.2.7)

The remuneration may be based on a tariff accepted by the contracting parties.

The fee may also be calculated on the basis of total or unit prices.

The remuneration or part thereof may be linked to the degree of accomplishment of the objectives set for the assignment, i.e. its scope and quality or the time and expenses spent on it.

5.2 Remuneration

5.2.1 Percent-based remuneration

The remuneration is calculated as a specified percentage of the expenditure incurred using the basis for calculation mentioned in the contract or otherwise approved by the parties. When determining the percentage, not only the expenditure incurred but also the difficulty of the assignment and the possibly repetitive nature of the planned work units shall be taken into consideration. The contract shall state which tasks in the assignment are included in the percent-based remuneration and how the other tasks are to be reimbursed.

5.2.2 Lump-sum remuneration

The lump-sum remuneration for carrying out the entire assignment is agreed upon in advance. The tasks covered by the lump-sum remuneration shall be set forth in the contract.

5.2.3 Unit-based remuneration

The remuneration is defined for different units of work. The tasks included in each unit-based remuneration are to be specified in the contract.

5.2.4 Time-work remuneration by group of persons

5.2.4.1

The remuneration shall be charged according to hourly or other time-based billing methods agreed upon for each group of persons including wages as well as social and overhead expenses.

The composition of the groups of persons must be described in the contract.

The Consultant shall charge for the working hours put in by each member of the group according to the registered working hours spent on the actual task.

5.2.4.2

Overtime work shall be agreed upon separately. Excess hours are charged as follows: only half of the percentage surcharges for

overtime according to the law or collective bargaining agreements are invoiced.

5.2.4.3

Traveling time compensation shall be agreed upon separately.

5.2.5 Time-work remuneration based on Consultant's own costs

5.2.5.1

The remuneration is based on the Consultant's own costs per time unit.

The wages of the people performing the task, including social security and overhead expenses, are charged according to the registered working hours spent on the actual task.

5.2.5.2

The overhead expenses are calculated from the total sum of wages and related social security expenses. The overhead expense percentages are to be specified in the contract.

5.2.5.3

Unless otherwise stipulated in other contract documents, the hourly wages of a salaried person are calculated by dividing his monthly income by 155.

5.2.5.4

Overtime work shall be agreed upon separately. Excess hours are charged according to normal hourly wages, increased by overtime compensation including social security expenses provided for in the law or collective bargaining agreements. Overhead expenses are not allocated to the extra pay but only to the basic hourly wages for overtime including social security expenses.

5.2.5.5

Traveling time compensation is to be agreed upon separately.

5.2.6 Objective-based remuneration

5.2.6.1

An objective-based remuneration shall be agreed upon for the planning work. The method for calculating the final remuneration in cases where the objective-based remuneration is exceeded or not attained shall be specified in the contract.

5.2.6.2

The time-work remuneration by group of persons (5.2.4) or the time-work remuneration based on the Consultant's own costs (5.2.5) are to be employed as the basis for billing. It shall be stated in the contract which basis was selected.

5.2.7 Other agreed remuneration

Also other remuneration systems as well as combined remuneration systems may be used when the assignment is charged for.

5.3 Special compensations

5.3.1

In addition to the remunerations mentioned in clauses 5.2.1 to 5.2.7 above, the Consultant may, if separately agreed upon, be compensated for the following:

- equipment use necessary in field studies and control duties
- computer and software use
- use of special technical appliances
- copying, model creation, printing, duplication or other similar work as well as documentation carried out by the Consultant himself
- laboratory research and tests on soil, water, air and other similar samples
- photographing, videotaping and so on necessary for task performance and documentation

If the amount of the compensation basis has not been agreed upon, the basis generally employed in the consultancy sector shall be applied.

5.3.2

Regarding the remuneration in clauses 5.2.4 and 5.2.5, the Consultant charges for the subconsultant's remuneration, special compensation and expenses including agreed handling costs, taking, however, into consideration the provisions in clause 3.1.3.

5.3.3

Work performed by assistants shall be reimbursed according to clause 5.2.5, unless otherwise agreed.

5.4 Expenses

5.4.1

In addition to the remuneration mentioned in clauses 5.2.1 to 5.2.7 above and the special costs mentioned in clause 5.3, the Consultant may in accordance with the contract terms charge for the following expenses against receipts:

- traveling expenses, accommodation and daily (per-diem) allowances
- transportation, copying, aerial photography, map, model, printing, translating, stamp duty, redemption and authorization as well as other costs paid by the Consultant to third parties
- costs of supplies necessary in field surveys, laboratory research and monitoring work as well as rental, heating, cleaning and other similar expenses related to accommodations in the working place.

Significant or unusual expenses shall always be agreed upon separately before the assignment is started.

5.4.2

Traveling expenses are reimbursed according to the generally employed basis for compensation within the field in question in Finland, unless otherwise agreed.

The most economical means of travel shall be used, however, with due consideration for

possible time losses. The Client and the Consultant shall agree separately on the necessity for travel.

5.4.3

The Client is liable for the costs of taking out any liability insurance specified for the project and required by the Client.

The overhead expenses include the costs of a general consultant's liability insurance.

5.4.4

Compensations for any special material expenses that may be required in the course of the assignment shall be agreed upon separately.

5.4.5

The contracting parties can agree to add the handling costs to the expenses.

5.5 Additional costs and revision of the basis for charging

5.5.1

The consultancy contract shall include provisions for the revision of the basis for charging.

Unless otherwise agreed on, the basis for charging shall be revised if the wages and social security or other expenses of the people covered by the Consultant's assignment are changed generally or within an industry on the grounds of a law, statute or ministerial decision or collective bargaining agreement. The remunerations mentioned in clauses 5.2.2 to 5.2.7 shall be revised pursuant to the above-mentioned changes starting from the date on which they are enforced. Any remuneration estimates in accordance with the systems set out in clauses 5.2.4 and 5.2.5 and objective-based remunerations mentioned in clause 5.2.6 shall be revised in the same manner.

Any special compensations and expenses charged as well as total or unit prices shall be revised accordingly.

5.5.2

Should the agreed assignment be delayed or interrupted, the basis for charging shall be revised when the work is resumed to match possible changes in the expenditure level in the consultancy field.

5.5.3

If there is a change in the value-added tax applicable to operations covered by the contract, or if a similar new tax is levied on such operations, the Consultant's fee shall be revised accordingly.

5.5.4

The Client shall pay for any additional work or modifications that are occasioned by

instructions from the Client or by false or incomplete basic information, instructions or regulations.

Additional work or modifications should be agreed upon before commencing the work. If it is not possible to agree on additional work prior to initiating the task on account of urgency or some other compelling reason, such additional work shall be agreed upon as soon as possible.

If the parties agree to alter the program forming the basis of the contract or other documents after signing the agreement or if legal provisions or binding instructions or orders from authorities are amended, the Consultant is entitled to receive a compensation for the aforesaid additional work and modifications.

If the plans must be changed pursuant to amendments to binding instructions or orders from authorities, the Consultant shall immediately inform the Client thereof, under penalty of forfeiting his right to additional compensation.

The separately agreed basis for charging, set forth in the contractual documents, shall be applied to all additional work and modifications. If no basis for charging has been specified in the contractual documents nor agreed upon separately, the work shall be reimbursed in accordance with clause 5.2.4.

5.6 Payments

5.6.1

The Consultant shall have the right to charge the Client once a month depending on how the assignment is progressing or according to an approved payment schedule, but only after the Client has had the opportunity to check and correct the basis for invoicing.

5.6.2

If the contract contains no payment schedule, the Client is to effect payment in reasonable installments that are proportionate to the total price and the rate of progress of the assignment.

5.6.3

If the Client so requests, the Consultant shall pledge a guarantee approved by the Client as security for a separate advance payment. The guarantee shall be returned after the advance payment has been refunded according to the payment schedule.

5.6.4

Invoices based on the contract shall be paid without delay once the invoice has been presented to the Client and the completion of the corresponding work stage has been verified or once the invoice is otherwise deemed eligible for payment.

If the Client does not comply with his payment obligation within 21 days after being presented with an eligible invoice, he shall pay an annual interest rate on the outstan-

ding amount according to the Interest Act until full and proper payment is effected.

In cases where part of the invoice is contested, the uncontested amount shall, however, be paid as agreed.

If the Client fails to fulfill his contractual obligation to pay, the Consultant is entitled to retain the corresponding documents as long as the receivables based on the contract remain unsettled.

5.6.5

If the percent-based remuneration is based on the final expenditure of the plan implemented, the Client shall present such costs immediately after they have been determined.

If implementation of the plan has not been initiated within one year from the delivery of the plans, the fee for the realized plan forming the basis of the percent-based remuneration shall be determined and calculated according to data available on the delivery date of the plans.

5.7 Invoice monitoring

The Client is entitled to verify within a reasonable period of time using the necessary control measures whether the performance specified in the invoice corresponds to the work actually carried out. The Client is entitled to have access to all documents on which the Consultant has based his invoicing in order that they can be checked.

6 DOCUMENTS

6.1 Safekeeping of documents and information

6.1.1

Research documents, plans and designs or parts of them received from the Client to facilitate work performance or drafted by the Consultant in accordance with the assignment shall not be revealed or made available to any third party, unless this is absolutely necessary or required by law.

All the information concerning the assignment shall remain confidential between the Consultant and the Client as separately agreed upon.

6.1.2

After carrying out his duties the Consultant shall deliver all the documents necessary for the assignment to the Client. The document output mode shall be agreed upon separately.

The Consultant shall deliver the original documents to the Client unless otherwise agreed and the Client so requests. In such cases the Consultant is entitled to obtain copies of the documents at the Client's expense. The Client shall compensate the Consultant for all copying, handling and delivery costs.

6.1.3

The Consultant shall retain the original documents he has received from the Client and the documents he has himself drafted in the course of the assignment for a period of 10 years from the completion of the assignment. If for the purpose of the assignment these documents must be drafted and stored using a computer, their safekeeping must be regulated by separate agreement. After the safekeeping period has expired and prior to destroying the documents, the Consultant shall, if possible, in good time notify the Client or his successor thereof. If so requested, the documents shall be delivered to the Client against delivery costs.

The Consultant shall see to it that the incomplete and final documents concerning the assignment and the original documents delivered to the Consultant for safekeeping are sufficiently insured against fire, burglary and housebreaking, and water damage for the duration of the assignment at the Consultant's expense.

6.2 Copyright, surrendering documents and information, and right to an invention

6.2.1

The Client is not without the Consultant's consent entitled to utilize plans, designs, drawings, computer programs, files or other products of intellectual origin created by the Consultant for another object or purpose than that specified in the contract nor to allow such products to be used by a third party.

The Client is entitled to use plans and other products delivered according to the assignment for the purpose of acquiring and maintaining expenditure records on file as well as research and statistical purposes.

The Client is entitled to any invention created during research or development efforts in the course of the assignment. If the Client wishes to retain the right to such an invention, he shall notify the Consultant thereof within one year from being informed of the invention, under penalty of forfeiting all rights to the invention.

The Consultant is entitled to additional compensation if the Client's right to the invention proves to be substantially more valuable than the compensation paid to the Consultant or in view of other circumstances. The claim for such compensation shall be presented within two years after the Client was informed of the invention.

6.2.2

The repeated use of the plan or design or part thereof and the basis for compensation shall be separately agreed upon with the Consultant, except in cases where the design was originally intended for serial production.

6.2.3

The Consultant has no right to assign to any third party a plan created on the orders of the Client.

6.2.4

Miniature models and other illustrative material paid by the Client are considered to be his property.

6.2.5

When the object of the plan is made public, the parties to the contract shall be mentioned in an appropriate manner.

7 SCHEDULE, DELAYS AND WORK INTERRUPTIONS

7.1

The work shall be performed without any delay. For the purpose of drafting a schedule, the Client shall set a date for the commencement of the work. Once the contracting parties have approved a schedule for the work, the schedule shall be followed.

If additional work or modifications referred to in clause 5.5.4 affect the schedule, the Consultant is entitled to extend the schedule accordingly.

The Consultant shall continue to work on schedule despite possible unsettled disputes over the compensation for additional work or modifications, unless the additional work or modifications significantly affect the scope or nature of the Consultant's work.

7.2

If the Client has not during the assignment provided the Consultant with the basic information and instructions necessary for carrying out the task or if the Consultant's performance is delayed owing to circumstances attributable to the Client, the Client shall extend the deadline for the completion of the task accordingly and to reimburse the Consultant for the wages and related overhead expenses, special compensations and expenses sustained by the Consultant because of the delay and verified in a detailed statement of expenditure.

7.3

If the Consultant's work is interrupted owing to circumstances attributable to the Client, the Consultant is entitled to compensation according to clause 7.2 for a maximum period of eight weeks from the day the Consultant was informed of the interruption. The Consultant shall do this utmost to minimize or eliminate the damage.

7.4

If the agreed schedule cannot be adhered to because of circumstances attributable to the Consultant and no other arrangements have been made, the Consultant liable for the delay. In case the liability for delay is not specified in the contract, it is 0.5% of the

lump-sum remuneration for each full week of delay in the plan's delivery according to the agreed completion time, not, however, exceeding 10 weeks.

The Consultant is not liable for delays in any other way, unless the delay is due to his intent or gross negligence.

Possible claims for damages due to delays shall be presented in writing no later than six months from the delivery of the plan according to the terms of the assignment.

The liability for delays may also be defined separately for different parts of the assignment.

7.5

If the delay or interruption in work results from circumstances beyond the control of the parties, the Client shall extend the deadline for completing the task accordingly and to reimburse the wage costs, special compensations and expenses resulting from the delay or interruption as itemized by the Consultant, taking, however, into consideration the provisions in clause 7.3.

Circumstances beyond the control of the parties also include measures taken by public authorities, which prevent, suspend or curtail the implementation of the project.

7.6

If the agreed schedule cannot be followed because of a strike or embargo hindering performance by the Consultant or on account of a lockout or other industrial action approved or decided by an employer organization which substantially obstructs work performance, the Consultant shall be entitled to a reasonable extension of the deadline for completing the task.

7.7

Either one of the parties to the contract shall immediately notify the other party of any past, present or possible future delays. The reason for these delays and a proposal for a new or modified schedule shall be presented at the same time.

7.8

If the Consultant is forced to interrupt his work because of circumstances attributable to the Client or for other reasons not attributable to the Consultant for such a lengthy period of time that amendments and improvements resulting from the altered conditions must be made to the existing plans, the Consultant shall be entitled to receive a compensation for this additional work according to the basis for charging applied to that particular assignment or, if the basis cannot be applied, according to clause 5.2.5.

7.9

If, during the work, the Client and the Consultant agree on a tighter schedule than the

original one, the Client shall compensate the Consultant for the additional costs incurred.

8 TERMINATION AND ASSIGNMENT OF CONTRACT

8.1 Client's right to terminate the contract

8.1.1

The Client may terminate the contract if

- the project is cancelled due to exceptional circumstances described in the State-of-War Act and the Readiness Act or similar events, or legislation preventing construction, or other similar force majeure circumstances,
- the project is cancelled for other reasons
- the Consultant closes down his business
- the Consultant is adjudged a bankrupt.

8.1.2

The Client is entitled to terminate the contract if the fault is not corrected within a reasonable period of time in spite of a written notice from the Client to the Consultant in the following circumstances:

- the Consultant fails to commence the planning work within the stipulated time frame
- the work is carried out at such a slow pace that it obviously cannot be completed within the time limit agreed or, in cases where there is no schedule, within a reasonable time period, and this does not result from circumstances entitling the Consultant to extend the performance time
- the Consultant is incapable of performing the agreed assignment or
- the Consultant's actions are otherwise in serious violation of the contract.

8.1.3

If the contract is terminated due to force majeure or other circumstances beyond the Client's control, the Consultant shall be reimbursed for any completed and approved work according to the agreed basis for charging. Unfinished planning work or part of it shall be reimbursed according to the percentage of work completed as compared with the whole planning effort.

Also all the wage costs, special compensations and expenses entailed by the interruption and itemized by the Consultant shall be reimbursed, however, not longer than for a period of eight weeks from the date the Consultant was informed of the termination. The Consultant shall do his utmost to minimize or eliminate the damage.

8.1.4

If the termination is due to circumstances attributable to the Client, or for other reasons not set forth in these General Conditions, the Consultant is entitled to receive compensation for the damage and losses caused by the the termination.

8.1.5

If the Client terminates the contract on the grounds of clauses 8.1.1 c, 8.1.1 d or 8.1.2, the Consultant shall be reimbursed for the completed and approved part of the work, according to the agreed basis for charging. Unfinished planning work or part of it shall be reimbursed according to the value of the completed work when compared with the value of the entire planning effort.

8.1.6

If the Client terminates the contract on the grounds of clause 8.1.1 c, excluding cases of death, or on the grounds of 8.1.1 d or 8.1.2, and if in the last of these cases the termination is due to the Consultant's negligence, the Consultant shall pay a compensation for all reasonable additional costs incurred by the Client in addition to the remuneration, special compensations and expenses specified in the original contract for completing the work according to the contract. The Consultant, his beneficiary and the bankrupt's estate shall aid the Client in obtaining or reclaiming the plans, designs, investigations and other files prepared by the Consultant and included in the Consultant's assignment.

8.2 Consultant's right to terminate the contract

8.2.1

The Consultant is entitled to terminate the contract if

- a) the Client is adjudged a bankrupt
- b) difficulties similar to those described in clause 8.1.1 a or other impediments significantly enhancing or altering the Consultant's work arise, the emergence of which the Consultant could not reasonably be expected to have anticipated at the signing of the contract and which have proved to be impossible to remove or obviate by the Consultant with reasonable efforts.

Compensation is subject to clause 8.1.3, but in case the contract is terminated on the grounds of clause b, the Consultant is not entitled to compensation for the costs arising from the termination.

8.2.2

The Consultant is entitled to terminate the contract if the situation is not remedied within a reasonable period of time after a written notice from the Consultant to the Client in the following cases:

- a) the Client fails to fulfill his contractual duty to pay
- b) performance of the assignment is prevented or rendered impossible because of the Client or his negligence
- c) the Client requires the Consultant to perform his duties against good technical or professional practice or
- d) the Client's actions are otherwise in serious violation of the contract.

The compensation shall be subject to clause 8.1.4.

8.3 Assignment of contract and completion of duties

8.3.1

The consultancy contract may not be assigned without the other contracting party's consent.

If the Client is adjudged a bankrupt, the Client and the bankrupt's estate are required to contribute to the transfer of the contract to a party capable of continuing to carry out the planning of the object of the contract assignment.

8.3.2

The task is considered finished when the agreed work has been completed and the documents concerning the task have been delivered to the client in accordance with the contract terms.

The overall planning assignment shall be considered completed and delivered when the final plan has been sent or otherwise made available to the Client. An acceptance inspection shall be arranged in connection with the delivery of the final plans and it shall also be verified that the plans are in accordance with the contract terms.

9 VALIDITY ORDER BETWEEN THE CONTRACTUAL DOCUMENTS

9.1

The contractual documents complement each other. Should the contractual documents contain contradictory provisions, their validity order shall be the following:

- a) the consultancy contract
- b) the annexes specified in the contract
- c) these General Conditions for Consulting
- d) the task specifications approved by the organizations involved
- e) the validity order specified in the contract applies to all other documents.

9.2

If a contracting party notices contradictory provisions in the contractual documents, he shall without delay inform the other party thereof.

10 DISPUTES AND SETTLING DISPUTES

10.1 Obtaining an expert opinion

If disputes cannot be settled in negotiations between the contracting parties, the parties shall jointly attempt to obtain an expert opinion from an organization, inter-organizational committee or other suitable expert. Unless otherwise agreed, the costs for such expert opinions shall be equally divided between the contracting parties.

10.2 Arbitration

Any disputes arising in connection with this contract not settled between the parties shall be deferred to be resolved in arbitration under the rules of the Arbitration Act.

If requested by either party, the dispute shall be settled in a district court.