

## Application of delivery terms.

These terms shall be applied to the delivery of equipment rented by Telia Finland Oyj or its subsidiary (hereinafter "Telia") to a customer or to the delivery of equipment which belongs to a service and which is to be installed in premises designated by the customer. In addition, Telia's General Delivery Terms for Business Customers Concerning Services shall be applied to the extent that they are not contradictory to these terms.

## 1 Rent, delivery of equipment and delayed delivery

### 1.1 Equipment rents.

The customer shall pay the agreed rent for using the equipment.

### 1.2 Delivery of equipment.

Telia shall attend to the transportation and insurance of the equipment as far as the destination (Delivery Term CIP, Incoterms 1990). The delivery shall include installation if separately agreed upon.

### 1.3 Delayed delivery of equipment.

If the delivery of equipment rented to the customer is delayed due to Telia's negligence, the customer shall, as compensation, be exempted from paying one month's rent for the said equipment for each two (2) week period or part of it by which the delay exceeds four (4) weeks. The maximum amount of compensation granted to the customer on account of Telia's delay is three (3) months free of rent or 7.5% of the value of the delayed equipment, whichever is less. If the customer is entitled to the maximum compensation defined in the preceding paragraph, he has the right to demand delivery by Telia within a reasonable time. If Telia does not deliver the equipment within the said extension of time, the customer has the right to cancel the agreement with respect to the equipment whose delivery has been delayed. In addition, the customer has the right to cancel the agreement with respect to equipment that in essential parts cannot be used for the intended purpose without the equipment whose delivery has been delayed. In addition to the compensations referred to in this Section 1.3, Telia has no obligation to pay any other compensation on account of the delayed delivery of equipment or the resulting cancellation of the agreement, or any other consequences thereof. The customer is not entitled to receive compensation or to cancel the agreement if corresponding equipment is placed at his disposal without extra charge, or if the customer cannot prove that he has suffered damage on account of the delay.

### 1.4 Inspection of object of rent.

By signing this agreement, the customer affirms that he has familiarized himself with the equipment and the information thereon he has been provided with, and that the equipment and its properties meet the requirements set by the customer for the operating life, properties and condition of the equipment.

## 2 Use and maintenance of equipment

### 2.1 Use of equipment.

The customer shall provide proper care of the equipment and use it only for its normal purpose. The customer is entitled to use the equipment only in the location indicated in the agreement. The customer shall not move the equipment without the prior written consent of Telia.

### 2.2 Maintenance and service of equipment.

The customer shall familiarize himself with the operating instructions and with the maintenance terms and warranty clauses, and maintain and use the equipment according to the instructions given. The customer shall be responsible, at his own expense, for maintenance, service and repair of the equipment, and for replacing worn, destroyed or lost parts with new ones according to Telia's instructions. Any spare parts or replacement items mounted on the equipment shall become Telia's property. Telia shall be responsible for

maintenance and service of the equipment only if the customer has made a separate agreement with Telia to this effect.

### 2.3 Liability for damage caused by equipment.

The customer alone shall be liable for any personal injuries, material damage or economic losses caused by the equipment or its use, irrespective of who or what is the subject of the damage.

## 3 Title to equipment and securing Telia's rights

### 3.1 Title.

The equipment is Telia's property, which Telia shall mark on the equipment in an appropriate manner. This marking shall not be removed from the equipment.

### 3.2 Limitations to customer's authority.

The customer has no right to sell, exchange, pledge, donate, rent or otherwise deliver the equipment to a third party.

### 3.3 Separability of equipment.

The customer shall place the equipment in such a manner that it retains its nature of movable property. The equipment shall not be placed or installed in a manner which makes it a component or accessory of real estate, a building or another object.

### 3.4 Measures of execution.

If the authorities start to levy execution on the equipment or the equipment becomes the object of precautionary measures on account of the customer's debts or liabilities, the customer shall without delay inform the authorities of Telia's title. The customer shall also immediately report to Telia on actions taken or intended to be taken by the authorities. If Telia incurs expenses in the said cases for retaining its rights, the customer shall compensate such expenses.

### 3.5 Obligation to report.

The customer shall immediately report to Telia if he is threatened with bankruptcy, debt restructuring or other actions essentially affecting his solvency.

### 3.6 Right of inspection.

Telia or its representative has the right to inspect the equipment whenever it desires. The said inspection shall be conducted in such a manner that no unreasonable inconvenience is caused to the customer.

## 4 Replacements, alterations and additions to equipment

### 4.1 Replacements.

Telia has the right to replace the equipment referred to in this agreement with other equipment at any time. The substitute equipment shall comply with the requirements set forth in the agreement and have at least as high a capacity as the original equipment. Telia shall inform the customer of any replacements.

### 4.2 Alterations to equipment.

Prior to the delivery, Telia has the right to make such alterations to the equipment that improve the equipment or do not essentially affect its operation. The customer is not entitled to make alterations to the equipment without the written consent of Telia.

## 5 Destruction and damage of equipment

### 5.1 Damage.

The liability for risk with respect to the equipment shall pass to the customer upon delivery of the equipment and shall remain with the customer until this agreement has expired or terminated and the equipment has been returned to Telia. If the equipment or its parts are damaged beyond repair, destroyed or otherwise lost, the customer shall without delay report on the circumstances to Telia. Damage, destruction or loss of the equipment does not release the customer from paying the rent and from other obligations under the agreement.

## Company information

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HELSINKI | BUSINESS ID 1475607-9  
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# Telia's terms and conditions for equipment rental

## 5.2 Liability to compensate.

If the equipment is destroyed or damaged beyond repair or otherwise lost, the customer shall pay any outstanding rent and other charges based on the agreement to Telia. In addition, the customer shall pay compensation for damage to Telia according to Section 7.2 below, nevertheless at least the current value of the equipment at the moment the damage occurred.

## 6 Assignment of rental agreement

### 6.1 Telia's right to assign.

Telia has the right to assign the rent receivables and the title to the rented equipment to a third party, who is also entitled to further assign the said rights. Having been notified of the assignment, the customer shall pay all rents to the assignee.

## 7 Cancellation of agreement

### 7.1 Right of cancellation.

In addition to what is stated in Section 12.3 of Telia's General Delivery Terms for Business Customers Concerning Services on Telia's right to cancel the agreement, Telia has the right to cancel the rental agreement or the agreement concerning service-related equipment delivered to the customer either as a whole or in part and immediately take possession of the equipment, if

7.1.1 payment of the rent is delayed by more than twenty (20) days from the due date,

7.1.2 the customer does not provide proper care of the equipment in compliance with this agreement,

7.1.3 the customer refuses to let Telia or its representative inspect the equipment,

7.1.4 the equipment has been destroyed,

7.1.5 Telia, by virtue of Section 11.2 of Telia's General Delivery Terms for Business Customers Concerning Services, would have the right to close the service, or if

7.1.6 the customer uses the equipment for illegal purposes or otherwise essentially violates the terms of this agreement.

### 7.2 Liability to compensate.

If the agreement terminates during the agreement period through no fault of Telia's, the customer shall pay Telia, in addition to all due rents and other charges based on the agreement,

7.2.1 the costs for collecting, selling and re-renting the equipment and all other costs caused by the termination of the agreement, and

7.2.2 all charges and other obligations caused by the equipment or its use for which the customer is responsible under the law or this agreement, and which Telia as the owner of the equipment or otherwise has to pay after the termination of the agreement, and

7.2.3 as compensation for damage, an amount calculated by deducting the sales price of the equipment received by Telia, or if Telia re-rents the equipment, the current value of the equipment serving as the basis for the new rent, from the current value of the undue rents of the actual rental period. The current value is calculated on the basis of the valid reference rate confirmed by the Bank of Finland or, if the said rate is no longer published, a corresponding official interest rate. The said compensation for damage shall fall due for payment on demand. The customer shall pay annual interest for delay of 16%, or higher interest for delay provided by the Interest Act, from the day the agreement terminated to the day the said compensation is paid.

## 8 Return of equipment

### 8.1 Expiration or termination of agreement.

Upon expiration of the agreement, Telia shall attend to dismantling the installation and collecting the equipment at the customer's expense. If the service related to the equipment is closed, or if the service agreement is terminated or cancelled, Telia has the right to collect the equipment immediately from the customer's premises. The customer shall return the

equipment in normal working order, in view of its time of use. Should the equipment not be in normal working order, Telia has the right to restore the equipment to the said condition at the customer's expense.

## 9 Entry into force of delivery terms

### 9.1 Entry into force of delivery terms.

These delivery terms shall enter into force on 1 February 1999 and remain in force until further notice. These terms shall replace Telia Ltd's General Delivery Terms for Business Customers Concerning Data and Media Services that have been valid as of 1 January 1998 as regards the terms concerning equipment rents. These terms shall also be applied to agreements concluded before these terms entered into force.

### 9.2 Amendments to delivery terms.

Telia may amend these delivery terms. The customer shall be informed of the new delivery terms at least one month prior to their entry into force through customer bulletins or otherwise in writing. If the terms have been amended to the customer's detriment, the customer has the right to terminate the agreement without a period of notice within one month from the notification.

