

The general terms of contract apply to transactions between the orderer and the contractor concerning, for example, reconstruction work and related inspections and demolition, drying and disinfection work. These terms also apply to building and property damage assessments, indoor climate analyses, contaminant surveys and other constructional consultations (separate commission).

**DEFINITIONS**

**Reconstruction work**

Commissioned work to renovate a building, structure or part of a building or structure, including necessary constructional consultation (separate commission) and condition control.

**Humidity survey**

In a humidity survey, the humidity level of a specific space or structure is analysed. Humidity surveys are performed based on the nature of the damaging event. The purpose of a humidity survey is to discover any areas and structures that have been damaged by moisture and determine the scope of the damage.

**Moisture inspections**

The purpose of a moisture inspection is to determine the site's current risk of moisture damage without pulling down or dismantling structures or disassembling or moving equipment and other objects.

**Drying services**

The purpose of drying is to dry the structures or moveable property on the site. The scope of the service is determined separately. When drying structures, the structures are restored to the condition (humidity/moisture level) they were in before the damaging event, unless otherwise agreed.

**Party/parties**

The orderer and the contractor are collectively referred to as the "parties" and individually as a "party".

**Building damage assessment**

The purpose of a building damage assessment is to determine the nature and scope of the damage (e.g. water, fire or smoke damage) suffered by a building or a structure as well as the reason behind the damage.

**Orderer**

A natural person or entrepreneur who is the commissioner of the work performed by the contractor.

**Commission**

Work, a task or other obligation specified in the agreement between the orderer and the contractor.

**Contractor**

An entrepreneur who, as an expert in the field, performs the work commissioned by the orderer.

**Indoor climate analysis**

The purpose of an indoor air or climate analysis is to determine the indoor air quality on the site and assess the need for improving the air quality. The scope of the service is agreed separately.

**Contract documents**

The commission contract, its appendices and other contract documents specified in the commission contract, including subsequent amendments.

**Damaging event**

Material damage caused to a property, building, construction or their structure or movable property due to dampness or moisture, fire or other similar reason.

**Force majeure**

An event that prevents the completion of the commission within the prescribed period or renders it excessively difficult. Force majeure events include natural disasters, general energy distribution cut-offs, fires, strikes, widespread epidemics or pandemics, and other substantial and unusual reasons that are independent of the contracting parties. A delay on a subcontractor's part due to the aforementioned reasons is also considered to be a force majeure event.

**1. CONCLUSION OF THE AGREEMENT AND THE SCOPE OF APPLICATION**

- 1.1. These terms of contract shall apply to work or service performed by the contractor by the orderer's commission in Finland.
- 1.2. The written tender sent to the orderer by the contractor shall be valid for thirty (30) days from the date of sending, unless it has been fixed a specific expiry date.

- 1.3. The parties do not have the right to transfer the commission contract to a third party without the other party's consent.
- 1.4. The parties may make a separate written agreement concerning amending or excluding individual provisions of these terms. Amendments that have not been made in writing are invalid.
- 1.5. The commission contract is concluded when the orderer, based on the tender, commissions a service from the contractor or sends the contractor a written order, which is then confirmed by the contractor. If, due to a damaging event or other similar reason, the contractor is commissioned to perform tasks that must be completed without delay due to the time of day, urgency of the situation or other similar reason (e.g. on-call duty), the commission contract is concluded without an explicit order, when the contractor undertakes the specified measures and sends these general terms of contract to the orderer or the site.
- 1.6. If the contract documents are contradictory, their order of prevalence shall be as follows: 1) the contract, 2) order confirmation, 3) tender, 4) order, 5) any specific terms of contract referred to in the contract documents, 6) these general terms of contract and 7) invitation to tender.

**2. SCOPE OF COMMISSION**

- 2.1. The contractor shall complete the work commissioned as specified in the contract documents.
- 2.2. The assessment of structures, electricity, heating, plumbing, ventilation, flues, burners and mechanical equipment is not included in the service without a separate agreement.
- 2.3. If the contractor's fee is partially or fully covered by the orderer's indemnity insurance, the orderer is obligated to inform the contractor of this arrangement before the contractor undertakes the commissioned work.
- 2.4. In the case of reconstruction work after a damaging event, the contractor shall only be obligated to restore the building, property, construction or their part to the condition it was in before the damaging event, unless otherwise agreed. In other reconstruction cases, the nature and scope of the commissioned work shall be determined separately.
- 2.5. In the case of a humidity survey after a damaging event, the contractor shall not be obligated to conduct the survey outside the determined area of damage, unless the nature or scope of the damage necessitates further assessment or unless otherwise agreed. The survey does not rule out the possibility that there are hidden construction errors or damage elsewhere on the property or in its structures. The contractor shall not be responsible for damage present outside the site under inspection or damage that appears after the inspection. In the case of a humidity survey that is not a result of a damaging event, the nature and scope of the commissioned work shall be determined separately.
- 2.6. A moisture inspection does not lead to reliable conclusions regarding structural risks attributable to the site's mode of building or building materials. A humidity survey, moisture inspection or building damage assessment does not lead to reliable conclusions regarding existing mould or microbe damage. The contractor shall not be obligated to assess any existing mould or microbe damage on the basis of the aforementioned procedures, unless otherwise agreed.
- 2.7. Despite the drying, a structure's moisture equilibrium may be unstable due to the surrounding conditions and structures, and the humidity around the property and/or structures. The contractor shall not be responsible for a moisture or humidity level affected by external factors after the drying process.

**3. INVOICING**

- 3.1. The contract documents specify the commission fee and charging principles. Value added tax (VAT) and other taxes and charges paid to public authorities shall be added to the agreed price of the service in accordance with the legislation in force.
- 3.2. If the objective or schedule of the commission changes or substantial changes in cost level take place when the contractor is performing the commission, the contractor shall have the right to adjust its charging principles correspondingly with immediate effect.
- 3.3. The payment term for invoices shall be 14 days from the date of the invoice, unless otherwise agreed. The contractor shall charge a penal interest pursuant to the Finnish Interest Act. The contractor may charge the orderer for possible collection charges. The notice period is 10 days.

**4. DOCUMENTATION AND RETENTION OF PERSONAL DATA**

- 4.1. After the commission is completed, the parties shall not be obligated to return documents or other materials obtained on the basis of the commission to one another.
- 4.2. The parties shall agree to refrain from transferring material to third parties and keep data they have received from the other party confidential, unless the transfer of material or disclosure of data is necessary for the completion of the commission. The contractor shall have the right to use photos, video clips and written material in its documentation. The parties may transfer documents and data to the insurance company in order to report the damaging event and

- receive insurance compensation. The contractor shall not be responsible for the management of and changes in the material sent to the insurance company. The orderer shall direct all requests for changes to their insurance company.
- 4.3. The parties shall not exchange personal data (GDPR) other than the personal data of the persons involved in the conclusion of the contract or the completion of the commission without a mutual written agreement. The disclosing party must have legal right to disclose the data.
- 5. ORDERER'S RESPONSIBILITIES AND OBLIGATIONS**
- 5.1. The orderer shall be obligated to provide the contractor with all the necessary information and documentation on the site's condition and properties. This obligation to provide information shall apply to, for example, confirmed construction defects, previous incidents and constructional damage. The orderer shall ensure the accuracy of the information and documentation it gives to the contractor. The contractor has the right to trust the information provided by the orderer, unless there is an obvious error or defect that the contractor should have noticed.
- 5.2. The orderer shall be obligated to ensure the contractor can access the site to complete the commission. The orderer shall give the contractor an adequate number of keys against receipt, if the contractor is expected to access locked facilities.
- 5.3. If the orderer detects a mistake in the contractor's performance during the commission, it shall notify the contractor about the mistake in writing without delay.
- 5.4. If the orderer detects a mistake after the completion of the commission, the orderer shall notify the contractor within fourteen (14) days from the detection of the mistake at risk of losing its right to rely on the mistake. At risk of losing its right to speak, the orderer shall present the contractor with its written claims for compensation based on the contractor's mistake no later than three (3) months after the mistake was detected and, in the case of claims for damages, the damage was confirmed.  
If the orderer is a consumer or in a position comparable to a consumer, the orderer's obligation to rely on the mistake and claim for compensation is defined by the Consumer Protection Act in force.
- 5.5. If the contractor cancels the contract due to a reason attributable to the orderer, the orderer shall be obligated to pay the compensation specified in the contract in full. In addition, the orderer shall be obligated to compensate the contractor for damage it has suffered due to the cancellation.  
The orderer shall be obligated to compensate the contractor for damage it has suffered due to incorrect information provided by the orderer or other negligence attributable to the orderer. The orderer's liability for damages is limited to direct damage suffered by the contractor, with the exception of damage suffered by the contractor's machines, tools or other equipment due to the orderer's negligence.  
If the orderer is a consumer or in a position comparable to a consumer, the orderer's liability for damages regarding all damage suffered by the contractor is defined by the Consumer Protection Act in force.
- 6. CONTRACTOR'S RESPONSIBILITIES AND OBLIGATIONS**
- 6.1. The contractor shall be obligated to complete the commission in observance of the established schedule. If no schedule has been established, the commission shall be completed within a reasonable time, while taking into account the nature and scope of the commission.
- 6.2. The contractor shall complete the commission in a professional and careful manner. The contractor may use subcontractors to complete the commission, if necessary.
- 6.3. Before undertaking the commissioned work, the contractor shall inform the orderer of any risk structures and other structure-related errors and defects on the site that are not included in the commission but may affect the moisture control or other constructional safety measures on the site. The contractor shall not be obligated to provide any services related to the aforementioned risk structures or other structure-related errors and defects, unless otherwise agreed with the orderer.
- 6.4. If the commission is completed incorrectly, the contractor shall have the primary right to correct the mistake. If the orderer neglects the contractor's right to correct the mistake, the contractor shall not be obligated to compensate the orderer for any expenses or damage incurred due to corrections made by a party other than the contractor.
- 6.5. The contractor shall compensate the orderer for any damage suffered by it due to the contractor's mistake or act of negligence.
- 6.6. The contractor shall not compensate the orderer for any indirect damage, including loss of income, revenue or use, interruption of production, loss of profit, and other similar difficult-to-predict damage. In all cases, the contractor's limit of liability for damages is the agreed amount of the commission fee.  
If the orderer is a consumer or in a position comparable to a consumer, the contractor's liability for damages is defined by the Consumer Protection Act in force.
- 6.7. If the contractor loses the keys provided by the orderer and the orderer has to rekey or replace the locks or take other measures to ensure security, the contractor's limit of compensation shall be three thousand euros (EUR 3,000) per loss.
- 6.8. The contractor provides a 2-year warranty to the output referred to in these terms of contract. The contractor is responsible for any errors and defects detected in the contractor's output during the warranty period, unless the contractor demonstrates that the error or defect was caused by a reason due to something other than the contractor.  
The contractor has the right to fix an error or defect detected during the warranty period at the contractor's expense and with the method of their choosing so that the contents and other features of the output correspond to what was agreed.  
Unless otherwise agreed, the warranty period begins when the contractor's output has been accepted by the orderer in its entirety or as the work is completed.  
In terms of the materials, substances, articles, equipment, furnishing and other similar movable property, the warranty is always limited in its duration, quality and scope to no more than the content and scope of the warranty granted by the manufacturer or importer of the property in question.  
The warranty does not cover any errors or defects detected in the contractor's output caused by the orderer's or a third party's incorrect or negligent action or some other reason independent of the contractor. Incorrect action always refers to even a partial failure to comply by the use instructions or normal maintenance or upkeep measures of the output or some other similar negligence.  
A requirement for the validity of the warranty in all cases is that the orderer shall notify the contractor of an error or defect it has detected in the contractor's output in writing as referred to in points 5.3 and 5.4 of these terms of contract. The warranty shall become void in terms of the referred error without further action if the orderer fails to comply with their obligation to notify of the error.
- 7. SUSPENSION OF THE COMMISSION**
- 7.1. If the orderer fails to pay the contractor outstanding accounts or otherwise breaches the terms of contract, the contractor shall have the right to suspend the work by notifying the orderer in writing.
- 7.2. The contractor shall have the right to prolong the time of performance, if the completion of the commission is delayed due to force majeure, a reason independent of the contractor or a reason attributable to the orderer.
- 8. CANCELLATION OF THE CONTRACT**
- 8.1. The orderer has the right to cancel the contract due to a breach of contract, if the contractor has not improved its conduct within ten (10) days from receiving the written notice issued by the orderer. The orderer may cancel the contract with immediate effect, if the contractor has breached the contract in a substantial manner.
- 8.2. The contractor may cancel the contract with immediate effect, if the orderer fails to pay the contractor on time and does not pay the invoice within ten (10) days from receiving a request for payment issued by the contractor, or if the orderer has breached the contract in a substantial manner.
- 8.3. The contractor may cancel the contract, if the orderer is discovered to be decidedly insolvent or the orderer files for liquidation, debt restructuring, reorganisation proceedings or bankruptcy.
- 9. DISPUTES**
- 9.1. Any disputes arising from the contract that cannot be settled between the parties shall be referred to a competent district court.
- 9.2. The Finnish law in force at the time of conclusion of the contract, with the exception of its conflict of laws provisions, shall govern the interpretation of the contract and the settlement of disputes.