

# General terms and conditions of safe-deposit boxes 10.2018

#### 1. Scope of application and definitions

Nordea Bank Abp (hereinafter the "bank") rents to its customers safe-deposit boxes (hereinafter the "deposit box") at its branches against a rent stated in its service price list (hereinafter the "price list"). The price list refers to the bank's price list that is available for viewing at the bank's branches located in Finland.

## 2. Validity of the agreement

The rental agreement is valid until further notice.

#### 2.1 Termination of the agreement

The lessee has the right to terminate the agreement with immediate effect.

The bank has the right to terminate the agreement with effect thirty (30) calendar days from giving notice.

#### 2.2 Cancellation of the agreement

The bank has the right to cancel the agreement with immediate effect if the lessee has substantially breached the terms of this agreement.

#### 2.3 Emptying the deposit box

When the lessee terminates the agreement, he or she shall at the same time empty the deposit box and return the deposit box keys and any deposit box containers of the bank to the bank.

When the bank terminates or cancels the agreement, the lessee shall empty the deposit box and return the deposit box keys and any deposit box containers of the bank to the bank within thirty (30) calendar days from giving notice to terminate or cancelling the agreement.

#### 3. Assignment of the lease

The lessee is not entitled to assign the deposit box lease to a third party.

#### 4. Deposit box keys

Duplicates may not be made of the keys provided by the bank. The deposit box has two (2) locks; one of the locks is opened by the bank and the other lock is opened with the key in the lessee's possession. The bank does not hold a duplicate of the lessee's key.

If the deposit box key is lost or damaged, the deposit box shall be opened in the presence of the lessee. The lessee shall compensate the bank for costs arising from opening and changing the lock. In addition to these costs, the bank charges a fee stated in its price list.

#### 5. Using the deposit box

## 5.1 Several lessees

If the deposit box is rented by more than one lessee, each lessee is independently entitled to use the deposit box ("or" deposit box) unless separately agreed with the bank

that the lessees use the deposit box jointly ("and" deposit box).

If one of the lessees of an "or" deposit box terminates the agreement or wants to cancel the "or" feature from the terms, the deposit box terms will be changed to terms of an "and" deposit box.

The lessees can only jointly give an authorisation to use the deposit box. Each lessee is independently entitled to cancel the authorisation to use the deposit box.

#### 5.2 After the lessee's death

# 5.2.1 Opening the deposit box and listing the deposited property

After the lessee's death, each party to the death estate is independently entitled to request the opening of the deposit box. When the deposit box is opened for the first time after the lessee's death, the contents of the deposit box shall be listed in a record, also when all parties to the death estate are represented. The inventory shall be made by two (2) representatives of the bank in the presence of the party / parties to the death estate. A sealed envelope or other sealed package or object in the box shall be opened and its contents listed.

The record shall be drawn up in two (2) identical copies, and it shall be signed by the bank's representatives and other parties present. One of the copies remains in the bank's possession. The bank charges a fee stated in its price list for drawing up the record.

A party to the estate is entitled to get copies of documents placed in the deposit box. The bank charges a fee stated in its price list for the copies.

# **5.2.2** Assignment of documents

If a party to the estate proves to the bank that it is imperative for him or her to obtain possession of documents in the deposit box for supervision purposes, for collection of receivables falling due or for any other important or expedient purpose, the bank is entitled to assign the party to the estate the documents required for handling the aforementioned matters, against his or her receipt.

A will deposited in the deposit box can be assigned to a beneficiary for serving of notice. In such a case, a copy of the will is placed in the deposit box with a mention to whom and when the original will has been assigned. In addition, the assignee shall sign the copy as an acknowledgement of receipt of the will.

#### 5.3 Trusteeship

Upon the first visit to the safe-deposit box after the lessee has been signed a guardian or a trusteeship authorisation has been confirmed by virtue of authorisation by the lessee upon the authorised person's application, the contents of the safe-deposit box shall be listed in a record in the manner laid down in clause 5.2.1.



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# 6. Contents of a deposit box6.1 Bank's responsibility

The bank shall ensure that its deposit box fulfils the safety and other general requirements set for deposit boxes.

The bank shall not be held responsible for property deposited in the deposit box, nor for losses due to its type. Nor shall the bank be held responsible for losses arising from the lessee's failure to lock the deposit box or because the lessee left the container or property intended for depositing in the deposit box outside the deposit box.

The bank shall not be liable for any indirect damage or damage caused to a third party.

#### 6.2 Origin of funds and the lessee's responsibility

The lessee declares that nothing suspicious or criminal pertains to the nature or origin of the funds or other property placed in the deposit box.

The bank is entitled to prevent the use of the deposit box immediately when it has a grounded reason to suspect that something criminal pertains to the funds or other property placed in the deposit box or that they may cause a loss or damage or a risk of loss or damage to the bank or a third party.

Guns, explosives, dangerous chemicals or other property that may be dangerous or cause loss or damage to persons or property situated in the premises may not be placed in the deposit box.

The lessee is liable for any losses or damage caused if he or she or any other party authorised to use the deposit box breaches these terms.

## 7. Administration account

A prerequisite for renting a deposit box is an account in the bank, from which the bank is entitled to debit the rent and all related fees and other possible charges.

The lessee is responsible for ensuring that the account contains sufficient funds for debiting the above fees and charges.

If the account does not have sufficient cover on the payment day, the bank sends a separate invoice regarding the payment and adds an additional fee stated in its price list in the invoice for sending the payment.

If the lessee closes the account, he or she shall indicate a new account at the same time.

## 8. Bank's right to open the deposit box

If the lessee has neglected to pay the rent or the rental agreement has expired due to termination or cancellation, and the lessee has not returned the deposit box keys, the bank is entitled, in the presence of a notary public or a police authority or following a procedure which the bank's

board of directors considers sufficiently secure, to open the deposit box and make an inventory of its contents within one (1) year of such failure to pay the rent or within one (1) year of the expiry of the rental agreement. The bank shall notify the lessee in advance that the deposit box is to be opened.

After the deposit box has been opened and the deposited property listed, the bank shall keep the contents in its safe custody against a fee stated in its price list. The bank is entitled to destroy worthless property immediately and to realise the remaining property within ten (10) years of opening the deposit box.

The bank sends a written notification to the lessee regarding the moving of a branch thirty (30) calendar days in advance at the latest. If it is not possible to move the deposit boxes of the branch that is moving as such to the new branch, the lessee will be asked to empty his or her deposit box and transfer its contents to the deposit box opened in the new branch. If the lessee does not empty the deposit box, the bank shall have the deposit box opened according to the procedure described above. A container deposited in the deposit box is not opened. The container is sealed and transferred to the new deposit box opened for the lessee in the receiving branch. Any property in the deposit box that is placed outside of the container is listed and transferred to the new deposit box in a sealed envelope. When the bank has, in the connection with the moving, opened a new deposit box to the lessee and the lessee has not received the new deposit box keys, the keys will be placed in a sealed envelope addressed to the lessee, which will be kept in a deposit box designated for this purpose and at the branch manager's risk.

If the bank has reason to suspect that the deposit box contains property, which may cause loss or damage to the bank or a third party, the bank is entitled to open the deposit box immediately according to the procedure described above and to do whatever it considers best with the property in the deposit box.

The bank charges the costs and a fee stated in its price list for opening the deposit box and for listing its contents.

The bank is entitled to collect due rent, fees and any other charges by converting into money a sufficient part of the property placed in the deposit box in a manner it considers suitable.

## 9. Information provided to the bank

The bank is entitled on its own initiative to update the lessee's contact information according to the data provided by the population register or other official and reliable institution. If the lessee wants his or her mail to be sent to another address than the address registered in the population register, the lessee must inform the bank separately thereof.



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#### 10. Amendment of the agreement

The bank is entitled to amend the deposit box terms and its price list.

The bank notifies the lessee in writing of any amendments to the terms and the price list, which increase the lessee's obligations or reduce his or her rights, and which are not due to a law amendment or official decision.

The bank will publish other amendments in its price list. All amendments to charges included in the price list at the time of renting the deposit box, or regarding an introduction of a charge of which the lessee has been duly notified, shall also be published in the price list.

An amendment increasing the lessee's obligations or reducing his or her rights shall come into force in the beginning of the calendar month following thirty (30) calendar days from sending the notification to the lessee or its publication in the price list, at the earliest. If the lessee does not approve the amendment, he or she must terminate the rental agreement before the amendment comes into force. In such a case, the bank will refund to the lessee rent corresponding to the remaining term of the lease.

### 11. Bank's notifications

A written notification sent by the bank is considered to have been delivered to the lessee on the seventh (7) calendar day after the notification was sent, at the latest.

If the lessee lives permanently abroad, the notification shall be considered to have been delivered to the lessee on the fourteenth (14) calendar day after the notification was sent, unless the contrary is proved.

## 12. Force majeure

Neither party to the agreement shall be liable for damage arising from a force majeure or similar event causing unreasonable difficulties in their operations.

The parties to the agreement shall notify each other of a force majeure in writing or in another verifiable manner. If the force majeure concerns the bank, the bank may publish the required notification in the national daily newspapers.

# **13. Applicable law and settlement of disputes** Finnish law is applied in the settlement of disputes.

Any disputes arising from this agreement shall be settled at the Helsinki District Court. However, a private customer is entitled to bring suit in the district court in his or her own domicile if the lessee's domicile is in Finland.

If the bank so wishes, and if the lessee is a consumer as referred to in the Consumer Protection Act and if the lessee agrees to it, the dispute can also be settled by arbitration in accordance with the Finnish Arbitration Act. In such a case, the bank is liable for the arbitrators' fees unless the legal action taken by the lessee is clearly unfounded or the lessee has objected to the suit.