

# Posti's General Contract Terms for Corporate Customers

January 1, 2016

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## POSTI'S GENERAL CONTRACT TERMS FOR CORPORATE CUSTOMERS, JANUARY 1, 2016

### 1. Scope of Application

These General Contract Terms apply to the services provided by Posti Ltd and its Finnish subsidiaries (hereinafter collectively referred to as "Posti") for Services to corporate and organizational customers, unless otherwise agreed in writing.

### 2. Definitions

"**Contract**" refers to the contract package between the Contract customer and Posti concerning the customer relationship with Posti and the Services.

"**Contract customer**" refers to a Customer who has entered into a customer agreement with Posti and agreed on the use of contract services offered to corporate and organizational customers.

"**Customer**" refers to Posti's Contract customer or a customer using a Service on the basis of a Contract, i.e., a subsidiary or unit of the Contract customer belonging to scope of the same Contract.

"**Service**" refers to the Services offered by Posti to the Customer applicable at the time. The Contract and Product Terms concerning the Service apply to Services.

"**Product terms**" refers to Posti's conditions concerning the Services of Posti.

### 3. Service production

For the production of Service, Posti may use the offices and production locations, service or delivery models or methods as well as its interface technologies available at a given time.

Any change to the agreed content, conditions for or method of implementation, or schedule of a Service attributable to the Customer shall entitle Posti to adjust its prices and/or delivery schedule accordingly when necessary. Posti is entitled to compensation for any additional costs it incurs due to such reasons.

Should an order or a work order pertaining to the Service be canceled due to a reason attributable to the Customer, Posti shall be entitled to charge the Customer for the costs already incurred in the production of the Service or the preparation of the production.

**Posti Ltd**

Posti reports on the Contract or Service by delivering customer reports which are made available in Posti's extranet service.

### 4. Employing the Service

The use of the service is subject to a contract between the Customer and Posti. A Contract customer agrees to abide by the general terms and conditions, product terms of the Service and Posti's instructions on the use of Service published on Posti's web site and applicable at the time, and to abide by the terms of the Contract.

The Customer obtains access codes to Posti's extranet and, if necessary, credentials for the use of the Service.

The Customer shall store such IDs carefully and ensure that the user IDs remain confidential. In the event that the confidentiality of the Customer's user ID is compromised or the user ID is lost, the Customer shall inform Posti of the fact immediately. The Customer is responsible for any actions carried out using the Customer's IDs and agrees that such actions are binding upon the Customer. The Customer's liability with regard to the use of user IDs shall survive the termination of the Service or the Contract.

Posti has the right to change the Customer's IDs. Posti shall notify the Customer of such changes in writing in advance.

### 5. Personal information

Posti shall have the right to save information concerning the Service in its systems. The information is processed in accordance with the Personal Data Act to manage, analyze and develop Posti's customer relationships, for invoicing, reporting as well as for informing and marketing of services of companies belonging to Posti and the Posti Group or their affiliates. The information can also be processed in order to ensure the information security of the services, to detect, prevent, and investigate misuse or defects, and to develop the operations and services of Posti.

Posti shall have the right to enter information concerning the item and the recipients' name and address information into the data system used to track deliveries. Such entries may also include the name of the person who signs for an item. Pursuant to the Finnish Postal Act, Posti has the right to enter on the

delivery documents the entire social security number (personal identity number) of the person to whom the item is handed over against signature and the document from which the identity has been checked. The aforementioned information can be indicated only in documents stored by Posti and will not be forwarded to any third party.

In order to be able to efficiently provide Services to customers, Posti may use subcontractors for the production of the service. Due to the technical processing of data, some of the data may be physically situated on external subcontractor servers or hardware, through which they are processed via a technical remote connection. Personal data may in such cases also be transferred to countries outside the European Union or the European Economic Area.

The above mentioned transfers do not affect Posti's obligations concerning information security, data protection and confidentiality; such obligations shall remain as they were.

## 6. Amendments

Posti shall have the right to change the terms of Contract, the content of Services, the contents and pricing of Services as well as any instructions pertaining to the use of Services. Posti may also introduce new Services, subject any previously free Services to a charge, and/or discontinue Services.

The changes are announced on Posti's website. The Customer is notified of any changes with a material effect on the Service at least one month in advance. Should a Contract customer fail to accept a material change in the Contract, the Contract customer may terminate the Contract to end before the entry into force of the change. The general terms and product terms applicable at a given time are available on Posti's website.

## 7. Prices and payment

Unless otherwise agreed upon in writing in the Contract, the prices of the services shall be determined in accordance with the tariffs (price lists) of Posti applicable at any given time. Any indirect taxes or other cost increases and/or changes due to legislation or official measures accordingly increase prices without separate notices thereof, starting from the date on which they take effect. The prices are subject to the VAT valid at any given time. The

Contract customer agrees to be responsible for all payments pursuant to the Contract.

The term of payment is fourteen (14) days from the date of the invoice. In the event of delayed payment, Posti charges interest on arrears pursuant to the Finnish Interest Act and a collection fee in respect of the time of delay following the due date. All invoice items less than the minimum amount quoted in Posti's price lists are subject to an invoicing charge, the amount of which is confirmed separately.

Posti may transfer the receivable to be collected by a collection agency at the Customer's expense.

Any claims concerning invoices shall be made within seven (7) days of receiving the invoice and no later than by the due date of the invoice. Claims, clarification requests and demands pertaining to invoicing shall also be subject to the provisions on the statute of limitations contained in the Finnish Act on Road Transport Contracts or other applicable legislation.

In the event that the Customer has filed a complaint about an invoice and/or a Service, or filed a claim for damages, the Customer is nonetheless obliged to pay all uncontested amounts in the invoice accordance with to the invoice's terms of payment.

For investigation for the Customer or other work, Posti charges an hourly charge according to the price list as agreed separately with the Customer, or in the event of unnecessary work caused by a groundless complaint of the Customer.

## 8. Prepayment and security

Posti shall have the right to check the Contract customer's credit information and to request prepayment and/or security. The term of payment for a prepayment is seven (7) days from the date of the invoice.

Unless otherwise agreed,

- the amount of the prepayment equals at least the estimated amount of the Contract customer's VAT-inclusive invoices of one (1) month.
- the amount of the security equals at least the estimated amount of the Contract customer's VAT-inclusive invoices of two (2) months.

Posti may adjust the amount of the prepayment and/or security.

As a general rule, the Customer shall pay a new prepayment no later than when fifty percent (50%) of the amount of a prepayment has been spent. If the prepayment has been used in full, Posti shall have the right to immediately invoice the unpaid Services from the Contract customer. Furthermore, the Contract customer shall remit a new prepayment in accordance with the request for prepayment sent by Posti.

Posti shall not pay interest on prepayments and securities. Posti shall have the right to collect an overdue receivable – complete with interest on arrears and collection charges – concerning a security or prepayment.

## 9. Online services and electronic Services

Posti may offer online channels for the use of Services as well as electronic Services. The Customer shall follow Posti's instructions on the use of the channel. The Customer shall be responsible for the information provided, and the information may be used as the basis of invoicing. Unless otherwise shown by the Customer, information which can be verified in Posti's systems is considered as reliable evidence of the use of services.

Posti shall have the right to temporarily suspend the use of electronic channels or Services due to change and repair works, amongst others, and Posti shall not be held liable for any damages resulting to the Customer because of the interruption. Posti shall be responsible for ensuring that the suspension is not prolonged and that, insofar as is possible, it occurs during such a time as to cause as little inconvenience to the Customer as possible. Posti may also suspend the electronic channel or delivery of the Service in the event that it is being used to deliver or transmit data which may compromise information security or cause disruptions in the data network, data communications, or channel/Service availability. Posti shall give prior notice of such suspensions if this is possible with reasonable effort.

## 10. Non-disclosure obligation and confidentiality of data

The contracting parties shall maintain the confidentiality of the terms of the Contract as well as any professional or trade secret, or other information and data of a confidential nature of which the contracting parties become aware concerning the counterparty, the counterparty's customers or other

third parties. The confidentiality requirement shall remain effective after the termination of the Contract.

Notwithstanding the confidentiality, Posti may, however,

- disclose information concerning the Customer that is necessary for the implementation of the Service to its suppliers, subcontractors, and partners;
- disclose information within the Posti Group for purposes related to the use of the Contract and the Service, and the management of the Customer account;
- produce and disclose statistics concerning shipment quantities, regional distribution, or other similar information in a format where the Customer or their individual customers cannot be identified.

Posti shall process all data and material pertaining to the Service in confidence. Pursuant to the Finnish Postal Act, Posti is obliged to secure the secrecy of a confidential message. However, the confidentiality of data submitted in an open information network cannot be guaranteed.

The Customer shall be entitled to disclose information necessary for the implementation of the Service to its subcontractor or partner.

The contracting parties shall be responsible for ensuring that their subcontractors and partners agree to maintain the confidentiality of any and all information disclosed to them and that such subcontractors and partners use the information disclosed only for purposes justified in terms of implementing the Service.

## 11. Posti's Responsibility and Liability

### 11.1. Verification of loss or damage

The prerequisite for Posti's liability for damages is that Posti's representative has had the opportunity to verify the loss or damage and that the damage has been caused as a result of something under Posti's responsibility. In the event of delivery damage, the deliveries usually have to show signs of external damage or Posti has to have some other means of ensuring that the damage was caused during the time the items were Posti's responsibility.

The passage of regular letters in the postal network is not tracked, meaning that the item's progress and the possible occurrence of damage or loss are usually impossible to verify after the fact. If the Customer wishes to obtain better protection for a mail item, the

Customer shall use a delivery type which can be tracked.

### 11.2. Compensation for damage

The damages are based on the actual loss or damage caused to the Customer by an error in the Service. The claimant must produce evidence of the damage caused. Damages shall be paid for property damage and for costs arising out of the loss or damage. Property damage includes immediate, direct, and material damage or loss. Costs arising out of the damage refer to any necessary and immediate expenses attributable to the prevention, containment, or repair of loss or damage, or any other measures immediately related to the loss or damage.

Any compensation determined can also be adjusted on the basis of equity in the event that the injured party has contributed to the damage.

If Posti compensates the full value of any goods, the proprietary right of said goods is transferred to Posti, should Posti so require.

### 11.3. Limitations of liability

Posti shall not be responsible for any indirect or consequential loss or damage such as loss of income, proceeds, or profits, or any other equivalent financial loss or for loss incurred to third parties.

Posti shall be released from liability if it is able to prove that the loss or damage was caused by an occurrence or event which Posti was not able to avoid and the consequences of which Posti could not have prevented.

In particular, Posti shall not be held liable for damages caused by

- action or neglect of the Customer or a third party acting on behalf of the Customer;
- service interruptions, delays, malfunctions, or loss or damage attributable to the actions of the sender, Customer, a third party, or public authorities (and the services, software, devices, or data communications thereof);
- arising out of the technical malfunctions, disruptions, service breaks, or installation works of information networks, systems, or data communications connections that result in interruptions or disruptions to data communications, or other such reasons, nor for

any possible delay, alteration, or loss of information attributable to such reasons;

- attributable to a free service, product, or application;
- the handling, loading, transportation, supporting of loads or unloading of shipments carried out by the Customer, or a party acting on behalf of the Customer, or by some other third party;
- an item's intrinsic propensity for damage such as breakage, leaks, spontaneous ignition or combustion, decay, corrosion, fermentation, vaporization, and a susceptibility to cold, heat, or humidity, or some other equivalent trait;
- missing or inadequate packing/wrapping or cover;
- inadequate label markings under the responsibility of the Customer;
- a delivery causing hazard or damage;
- the inadequacy of information concerning a shipment;
- any delays or other loss or damage caused to items by the Customs.

Posti is not responsible for the delay of an item in the event that it has been unable to deliver the item to its recipient in accordance with Posti's terms and conditions. If an item's return to its sender is delayed by more than fourteen (14) days after the end of the storage period due to reasons attributable to Posti, Posti will reimburse the sender for the transportation charges collected.

Nor shall compensation be paid for items' collection, antique or other such special value.

### 11.4. Liability for damages according to the Service

#### 11.4.1. Postal items

Posti's Responsibility and Liability is determined

- in domestic letters, according to the Finnish Postal Act;
- in international postal items, in accordance with the conventions of the Universal Postal Union;
- in the transportation of goods, in accordance with the Finnish Act on Road Transport Contracts;
- and according to the product terms and these general terms.

In all item types, Posti's total liability is limited to the maximum compensation specified in the applicable legislation. In addition to the compensation paid within the maximum compensation, the transportation charges paid to Posti will be returned for the part corresponding to the error. Information on item type-specific maximum

compensations can be found on Posti's website or at the customer service. In Services under the Finnish Postal Act and the Act on Road Transport Contracts, the liability may exceed the above mentioned maximum compensation if Posti caused the damage intentionally or as a result of gross negligence. With regard to international mail traffic, the limitations of liability are absolute. Posti has the right to invoke the provisions of the applicable transport legislation and these General Contract Terms in terms of the limitation of liability and release from liability even when the claim for damages is not based on the transport legislation, if the damages could have been claimed on the basis of said Act.

In accordance with the conventions of the Universal Postal Union, damages are not paid for regular letters, express letters, maxi letters, and the delay of items in international mail traffic. Damages are paid, with country-specific exceptions, for the loss and theft of or damage to registered and insured letters and parcels. When the loss or entire theft of or damage to registered items, parcels, and insured items is the result of force majeure not subject to damages, the sender is entitled to a reimbursement of any payments made, excluding the insurance charge. The proven substantial delay (usually more than 14 days) of an Express letter sent to a country within the scope of item tracking allows for case-specific reimbursement for the mailing costs to the sender.

With regard to a lost items in domestic mail traffic, the right to compensation lies with the sender. If an item has been damaged, the right to compensation lies with the sender, unless the item has been delivered or handed over to the recipient. The right to compensation transfers to the recipient after the recipient has received the item. The compensation for delay is paid to the recipient or sender who suffered the damage.

In international mail traffic, the sender is always the party entitled to the compensation. The recipient is entitled to compensation for a damaged or lost item only if the sender has signed his/her right over to the recipient. The sender must inform its contract partner of the signing over of this right.

In the case of goods transport services under the Act on Road Transport Contracts, the compensation is paid to the Customer or the party suffering the damage according to the Contract.

#### 11.4.2. Other services

In other Services, Posti's liability for damages is limited to the tax-free value of the faulty service task. Posti has the right to compensate the faulty or delayed service primarily by means of a substitute service.

### 12. Responsibility of the Customer

The Contract customer is responsible for ensuring that, based on an authorization or an equivalent engagement, it has the right to act on behalf of Customers which employ the Contract.

The Contract customer shall ensure that any and all of the Contract customer's units and/or subsidiaries included in the scope of the same Contract are informed about matters and changes pertaining to the Contract.

The Customer shall be responsible for delivering the items and/or data in the agreed time to the Service's agreed-upon delivery address. In the event that the items and/or data are not delivered in the agreed manner or to the agreed schedule, Posti shall not be responsible for the fulfilment of the Service in accordance with the Contract.

If the items and/or data cannot be handled or processed, Posti shall inform the Customer of the fact if possible, to agree on any necessary Service-specific further action.

The Customer shall be responsible for the suitability of the selected shipping method for the contents of the mail item, for packaging items adequately and in accordance with the requirements of the content, all labels and markings on the items, as well as for carrying out the preparations concerning the items in accordance with the terms of the Service. Items must be packed in a manner approved by Posti so that they can endure mechanical handling and do not cause any hazard or damage. Further information on packaging can be found on Posti's website or at customer service.

The Customer must supply the information needed to carry out the Service. The Customer shall be responsible for the information provided and the accuracy of that information. Posti shall be under no obligation to check or correct the information. The Customer must notify Posti immediately of any changes to the information.

The Customer shall be responsible for the contents, data content, features, and presentation format of the items and/or data it sends.

The Customer is aware that to secure the secrecy of a confidential message pursuant to the Postal Act and other legislation, such as an invoice or a bank statement, the message in question must be dispatched as a letter.

The Customer is responsible for following the applicable legislation when using the Services. Posti's services may not be used to produce, store or transmit material which is against legislation, infringes copyright and/or other rights, good business practices, or which breaches the official regulations.

The Customer shall be responsible for the costs and operation of any devices, software, communications, and data communications links necessary for the use of the Service.

The Customer shall be responsible for any costs and damage incurred by Posti due to the neglect or intentional failure to meet an obligation of the Customer. If the materials/items of the Customer cannot be processed because of a reason due to the Customer, the Customer shall be responsible for any extra costs incurred in the return and/or warehousing of the delivery.

### **13. Liability for the actions of subcontractor or equivalent operator**

Posti shall have the right to employ subcontractors in the production of the Services. Posti is liable to the Customer for the activity of a subcontractor in the same way as it is for its own activity.

In the event that the Contract includes third-party services, which Posti agrees upon with the Customer on behalf of and on account of the third party, or as a representative of the third party, the third party in question shall be liable for its services, and Posti shall not be liable for the services of the third party. However, Posti shall be responsible for its own services and the services of its subcontractors and the management of the service portfolio pursuant to the Contract in accordance with the agreements it has entered into with third parties.

The Customer is liable for the activity of its subcontractors in the same way as it is for its own activity.

### **14. Force majeure**

The contracting parties shall be released from their contractual obligations and indemnity liability in the

event of a force majeure event, such as a strike, industrial dispute or other job action, accidents, any measures carried out by authorities, and any other conditions that the contracting parties are unable to avoid and the consequences of which they are unable to prevent.

Posti will make every effort to deliver the Services, even under the above-mentioned exceptional circumstances, as well as possible. In force majeure situations, Posti shall be entitled, if necessary, to prioritize the execution of Services in order to implement or ensure statutory obligations, functioning of society, health, public safety or other similar aspects.

## **15. Complaints and statute of limitations**

### **15.1. Regarding postal items and cash on delivery payments**

Any complaints to Posti concerning damage to an item, the delay/loss of an item, or the erroneous payment of or a failure to pay cash on delivery shall be filed within a reasonable amount of time after the sender or recipient has become aware of or should have become aware of the damage, delay or loss, or erroneous remittance of or the failure to remit a cash-on-delivery sum.

Unless otherwise indicated, a reasonable amount of time refers to fourteen (14) days from dispatch. However, a complaint concerning external signs of damage must be made when receiving the item if the damage is visible at the time and the item is delivered or handed over in person to the recipient or the recipient's representative, who is not a consumer. Investigating the matter may become more difficult if a considerable amount of time has passed between the dispatch and the complaint. Failure to file a complaint shall lead to losing the right of action, unless the damage is caused by gross negligence or intentional actions on the part of Posti.

With regard to the delivery of domestic postal items, the right to compensation shall be forfeit unless the complaint is delivered to Posti in writing **within one year** or, if the damage is caused by willful or gross negligence, **within three years** of

1. Posti's liability pursuant to these General Contract Terms having terminated, if the claim is based on damage to or loss of the items, or the delay of its delivery;
2. Posti having replied to an inquiry concerning a tracked item that the item has disappeared, or of when the disappearance of a tracked item should

have been noticed. Unless otherwise indicated, Posti shall consider that the disappearance of items not being tracked should be noticed within eight (8) days following.

In the case of international postal items, the sender must make queries regarding an item to investigate the damage and to obtain any compensation within six months of the item's dispatch date. The sender shall forfeit any right to compensation if the sender fails to submit a written claim to Posti within one year from having received a reply to the query.

### 15.2. In the transportation of goods

Pursuant to the Finnish Act on Road Transport Contracts, complaints to Posti regarding the reduction of or damage to goods must be made, provided that the external signs of reduction or damage were visible at the time and, in all other cases, in writing within seven (7) days of receipt. Complaints concerning delays in the delivery/handover of goods shall be made in writing within twenty-one (21) days of the day that the goods were delivered into the use of the recipient.

If the recipient is a consumer as referred to in the Finnish Consumer Protection Act, the complaint shall be submitted within a reasonable amount of time from the delivery.

In the case of domestic transports, failure to file a complaint shall lead to losing the right of action, unless the damage is caused by gross negligence or intentional actions on the part of Posti. In the case of international transport, if the complaint is not filed in due time, the party making the claim has the burden of proof to show that the damage occurred during transport.

Missing goods should be reported to Posti no later than 3 months from dispatch.

Pursuant to the Finnish Act on Road Transport Contracts, a claim for damages must be instituted no later than within one (1) year or, if based on willful or gross negligence, within three (3) years of

1. the date of delivery when goods are missing or damaged, or delivery was delayed;
2. within thirty (30) days from the agreed delivery date when the goods are missing, or within sixty (60) days from the date on which the freight carrier took the goods into transport if no specific delivery date was agreed; and

3. in other cases, within three (3) months from the date on which the transport agreement (concerning the transportation of the goods) was signed.

### 15.3. Other Services

The customer shall file a complaint for a faulty Service within 14 days from the error or the time when the Customer should have noticed the error. Failure to file a complaint shall lead to losing the right of action, unless the damage is caused by gross negligence or intentional actions on the part of Posti.

### 16. Dispute resolution

Any disputes between the contracting parties shall be primarily resolved by means of negotiations between the contracting parties. If such negotiations fail to reach an agreement, the dispute shall be resolved in the Helsinki District Court in accordance with Finnish legislation.

### 17. Suspension or closing of Services

If the Customer fails to pay its overdue fees within the due time of at least two weeks following a reminder sent by Posti, Posti shall have the right to suspend all Services to the Customer until such time as all overdue fees have been paid.

In addition, Posti shall have the right to suspend all Services based on the Contract if

- a) The Customer fails to pay the agreed prepayment or the remaining amount in excess of a prepayment or a new prepayment pursuant to a request for prepayment by Posti within a week of Posti's request or the date of the aforementioned invoice;
- b) The Customer fails to provide the agreed security or an additional security requested by Posti within a week of Posti's request;
- c) the Customer exceeds the agreed credit limit;
- d) The Customer has filed for bankruptcy or corporate restructuring, or the Customer's creditors have filed or are filing a petition for its bankruptcy or restructuring, the Customer has sought a public summons against its creditors, or a public official has declared the Customer unable to fulfil its contractual obligations;
- e) it is known or otherwise reasonable to assume that the Customer is not able to fulfil its Contractual obligations;

- f) The Customer, despite a complaint, fails to fulfil its contractual obligations or is in material breach of its contractual obligations;
- g) the Customer, according to a trade register entry or other equivalent entry, has ceased to exist;
- h) The Customer cannot be reached in conjunction with an effort to clear up a matter concerning the Contract.

### 18. Termination of the agreement

Unless otherwise separately stated in the Contract, the mutual term of notice shall be one (1) month.

The contracting parties shall be entitled to terminate the Contract with immediate effect in the following cases:

- Either party's material and recurrent breach of Contract, unless the party in question remedies the breach within thirty (30) days of receipt of a written notice thereof.
- One contracting party has filed for bankruptcy or corporate restructuring, or its creditors have filed or are filing a petition for its bankruptcy or restructuring, or the contracting party is declared bankrupt or placed in corporate restructuring. Terminating the Contract by reason of one contracting party being declared bankrupt requires that the bankruptcy estate has not, within the reasonable period of time determined by the counterparty, announced its intention to commit to the Contract and placed an acceptable security as collateral for the fulfilment of its contractual obligations.
- A contracting party has sought a public summons against its creditors or a public official has declared the contracting party unable to fulfil its contractual obligations.

In addition, Posti shall have the right to terminate the Contract with immediate effect on the grounds stated in section 17, according to which Posti has the right to disconnect all of the Customer's Services.

Any termination and cancellation of the Contract must be made in writing.

### 19. Transferability

The contracting parties shall have the right to transfer this Contract without the consent of the counterparty within their own groups. Posti shall have the right to transfer this Contract to a third party

in connection with a transfer of company or business.

The employment of a subcontractor shall not constitute a transfer of this Contract.

### 20. Order of precedence of Contract documents

Unless otherwise agreed, the Contract documents shall have the following order of precedence:

1. Customer Contract or order confirmation confirming the customer relationship, and any appendices thereto, with the exception of the General Contract Terms
2. the Product Contract or another Contract pertaining to the Service and any appendices thereto
3. product terms and conditions
4. Posti's general contract terms for corporate customers

### 21. Other terms and conditions related to the Contract's validity

Posti shall have the right to cancel the Contract without notice, a separate announcement, or other measures, if the Services related to the Contract have not been used during the past twelve (12) months.

If the Product Contract or other Contract pertaining to the Service contains conditions on the terms or period of validity which deviate from the Customer Contract or the order confirmation, the conditions for termination or period of validity of product or service contract shall apply in spite of the previous section.

### 22. Other Terms and Conditions

Posti shall have the right to dispose of any material of the Customer remaining in Posti's possession one (1) month after the termination of the Contract concerning the Service. Warehousing of materials in relation to the Service may be possible based on a separate agreement and against an additional fee.

Posti holds all rights to Posti's Services and the material related to the Services. The Customer may use the Services and any related data in accordance with the Contract only in order to Use the Service. In the event that Posti supplies the Customer with computer software or material related to such software, the Customer shall have the right to use the software and materials only in connection with the Services. Upon termination of the Services, the Customer shall return all computer programs, other material, and any copies thereof to Posti immediately.

Posti may use the Customer's name and logo as a reference in its marketing. The terms of such use shall be agreed upon separately with the Customer.

If the Customer's service in online sales, for example, includes the opportunity for the Customer's clients to use Posti's services, the Customer shall follow separate guidelines issued by Posti concerning the presentation and visibility of Posti's services, brands, trademarks, logos and the like in the Customer's marketing material. Marketing material refers to the Customer's marketing brochures and websites, for example.

### 23. General terms and conditions of delivery services

#### 23.1. Restrictions concerning the content of mail items

The Customer shall be responsible for ensuring that the selected delivery method is suitable and permissible for the contents of the mail item.

##### 23.1.1. Valuable items

As a general rule, valuable items may only be sent as insured items.

- I. **Money and tradable securities; bearer bonds, cheques, vouchers and gift certificates and other such securities which can be used by any holder or traded for money, as well as valuable items (works of art, antiques and collectables, gems and precious metals and other such valuable items), devices used for strong electronic identification, in which the contents of the item allow the easy electronic identification of a person.**

The following valuable items can also be sent as Registered Letters, but the Customer must bear in mind the maximum compensation for a Registered Letter.

- II. **Debenture bonds made out to a specified person and promissory notes made out to order, debit and credit cards, and other equivalent cards and instruments of payment, the use of which is restricted to a specified person, SIM cards and prepaid cards as well as identification cards and devices allowing electronic identification which, when used alone, are not adequate**

**to identify a person (such as a username and password mailed separately).**

For Posti to be able to offer the right type of Service for the delivery of an item and exercise its right to refuse to accept and transport money or other valuables of an equivalent nature pursuant to the Finnish Postal Act as a postal item other than an Insured item, the Customer is obliged to inform Posti of the contents of each item.

**Posti shall not be held liable for damage in the event that the Customer sends valuable items contrary to the terms herein.**

##### 23.1.2. Dangerous goods and items

Posti shall not transport any illegal or patently dangerous items, except for the transport of goods under legislation concerning the transport of dangerous goods based on a separate agreement.

In addition, Posti will transport samples belonging to the dangerous goods category 6.2 (Infectious substances) if they are

- Category B biological substances classified under the UN code 3373
- Samples of human and animal origin that are permitted under the regulations of the legislation on the transport of dangerous goods and that are highly unlikely to contain pathogens. The packaging and labelling of these items must comply with the valid legislation on the transport of dangerous goods and with Posti's separate instructions ([www.posti.fi](http://www.posti.fi)). Before mailing the item, the sender must have the classification of the sample checked by an expert in the field in question and the packaging and labelling instructions from Posti.

Samples classified under UN code 3373 may not usually be transported as air mail due aviation security. This may affect the transportation time with regard to long-distance deliveries. Transportation abroad cannot be provided at all.

##### 23.1.3. Liquids and other contents not allowed aboard aircraft

In the event that a mail item contains liquids or other contents which cannot be transported by air due to reasons of aviation safety, Posti shall not be liable for delivering the item in accordance with the delivery time specified in the Product Terms. When necessary, items addressed to domestic addresses are always transported to the recipient by road. As a rule, postal

deliveries to foreign countries will be transported by air. If the item cannot be delivered because of contents not allowed in aircraft, the item shall be returned to the sender. Should the markings on the item be incomplete, the item may also be returned to the sender for completion.

#### 23.1.4. Fragile items

Due to their contents, mail items containing fragile and bendable items as well as liquid, liquefiable, fluid, or staining substances must be mailed as parcels requiring separate handling (fragile parcels). Regardless of the additional service and surcharge, the item's contents need to be packed according to the requirements of the contents so that the contents cannot shift, stain, or leak and so that they endure postal handling and does not pose a danger to or damage people or property. The sender may also be held liable for damage caused to other postal items and Posti.

#### 23.1.5. Animals, plants, foodstuffs, and other sensitive products

Unless otherwise agreed, the Service shall not be used to send items with contents which require specific storage temperatures, including dead or living animals, live plants, or perishable foodstuffs.

#### 23.1.6. Special restrictions on international postal services

Items addressed to foreign countries may be subject to restrictions of a local postal operator as well as possibly other restrictions resulting from legislation, official practices or similar procedures of the country in question. In many countries, it is not permitted to send money or other similar valuable items. The possibility to use insured items is not available in all countries. Posti informs its customers of any restrictions known to it that the postal operator of the destination country has communicated to Posti. The sender must check other restrictions from the commercial mission of the destination country. Posti cannot be held responsible for the delivery time or the delivery of the items to the destination if the destination country does not accept the contents of the delivery.

### 23.2. Posti's transport responsibility and right to the item

Posti's transportation liability begins when the item has been accepted for transport according to the

Contract and ends when the delivery has been made to the recipient according to the Contract. If the item cannot be delivered to the recipient because of a reason not due to Posti, the transport liability ends when the item is returned or otherwise processed according to the Customer's instructions.

If the item is, based on the recipient's assignment, delivered in a manner different from the address of the delivery, Posti is only liable for the Service-specific delivery time for the section of transport carried out according to the original assignment.

Posti shall have the right to choose the means of transportation.

Posti shall be responsible for the delivery of items or the corresponding notices of arrival according to information provided by the Customer. Posti shall not be liable for the agreed delivery time if the delay is caused by a factor due to the Customer, or if the item, due to some other reason independent of Posti, cannot be delivered.

Unless otherwise substantiated, or unless otherwise provided for by imperative law, the data indicating the registration of an item's delivery entered in Posti's system shall be considered as proof that the item has been delivered to the recipient and the time of delivery of the item. Liability for the agreed delivery time shall also terminate once the recipient has been informed of an item to be picked up from a Posti outlet by a notice of arrival or through some other means.

The sender of a letter and the Customer buying the delivery of goods shall have control over the item until such time as it has been delivered to the recipient. Items that are tracked and delivered against signature allow Customers to change recipient information for an additional charge while the item is still in Posti's network.

Posti shall have the right to refuse to transport unpaid or only partially paid mail items or to collect the outstanding amount and an additional charge from the item's recipient. Unclaimed items shall be returned to their sender at their cost. Posti shall collect a charge from the Customer for the redelivery of parcels and letters returned to the Customer pursuant to the applicable legal provisions concerning distance selling.

### 23.3. Delivery of postal items

#### 23.3.1. Regular letters and publications

Items delivered without signing are handed over at Posti's outlet to the person who requests them, unless there is reason to believe that they would end up elsewhere than with the rightful recipient.

#### 23.3.2. Registered and insured items, and advice of delivery letters

Registered and insured items, as well as advice of delivery letters are handed over from the outlet against signature only to the recipient or a person authorized by the recipient in writing. Such items may, as a rule, be handed over only in exchange for a notice of arrival or a unique item ID.

In the event that the sender of a registered, advice of delivery, or insured item has restricted handover so that the item may be handed over solely to the recipient in person, the item shall not be handed over to an authorized person.

If the recipient indicated on a mail item is a company or a corporation (name on the first row of the address), the item is handed over to a person authorized to sign for the company or such person's proxy.

In the event that the recipient indicated on the item is an individual and the address is that of a company or corporation (person's name on the top row and the company/corporation's on the second), the item cannot be handed over to any other person without a power of attorney (proxy) provided by the recipient to Posti.

### 23.4. Other items requiring signature

Items other than those mentioned above may also be signed for by a person who presents a notice of arrival or an individual item ID at a Posti outlet or a person present at the item's delivery address, unless there is reason to believe that the item will not end up with its rightful recipient or unless otherwise stated in the product terms and conditions of the Service. When the item is picked up, Posti verifies the identity of the person picking it up.

### 23.5. Pickup by proxy

Corporations and companies are responsible for any persons acting on their behalf having authorization to do so. If necessary, the signatory must produce a

power of attorney (proxy) and proof of authorization to sign for the company or corporation. Picking up mail always requires a personalized power of attorney (proxy).

### 23.6. Minors and other legally incompetent recipients

A trustee – including a person who has custody of a minor – who is picking up a registered or insured item, or an advice of delivery letter addressed to his or her principal, shall possess an authorization provided by the principal. If the principal cannot write, he or she shall accompany the trustee when picking up the item.

#### 23.6.1. Other Terms and Conditions

The recipient shall have the right to give work orders in respect of the receipt of items addressed to the recipient. The sender may restrict the delivery, handover, or forwarding of items only when it is permitted to do so in accordance with the Product Terms of the Service in question.

In the event that a recipient expressly refuses to accept an item, the item is returned to the sender immediately, without a storage period.

Overseas deliveries are delivered in accordance with country-specific delivery regulations and standards.

### 23.7. Handling undeliverable items

If a delivery to the recipient cannot be made because of a reason not due to Posti, the item shall be returned to the sender or processed otherwise according to the Customer's instructions. Service fees or collected payments shall not be returned if an item is returned to the sender for reasons not attributable to Posti.

However, Posti is always entitled to dispose of

- unsealed items which do not contain a mention of the sender or recipient's address information;
- items the disposal of which has been consented to by the sender;
- items that have been delivered to a P.O. box or a similar location based on a P.O. box agreement
- or a similar agreement but have not been picked up when the agreement expired; items whose contents are spoiled;
- direct marketing items and equivalent print products and publications, unless otherwise agreed upon between the sender and Posti;

- items sent from beyond the borders of Finland to a country other than Finland whose postage fee has not been paid or is insufficient.

Posti may sell or dispose of an undelivered shipment of goods on the return of which Posti has not agreed with the sender or which the sender does not wish to reclaim. Any disposal of an item is subject to the provisions of either the Postal Act or the Act on Road Transport Contracts.

Letters which cannot be delivered to the recipient or returned to the sender are immediately delivered to the authentication unit of the Finnish Communications Regulatory Authority for processing purposes.

### **23.8. Use of Posti's transport units**

The use of transport units owned by Posti (cage pallets, rolltainers, and boxes) is restricted only to Posti's domestic transport as separately agreed. The transport units may not be used for Domestic freight, foreign transport, transport for other companies, or in the Customer's in-house operations.

The Customer will obtain the number of Posti transport units specified in the Contract for a period of one (1) week free of charge. Transport units may be given to the Customer for use only if the Customer has returned any previous transport units they have used as instructed by Posti.

The Customer shall be responsible for any transport units it picks up or which have been delivered to the Customer and the use thereof.

Posti is entitled to monitor and supervise the use of transport units, collect any non-returned transport units, and invoice the charges specified in the contract for the pickup of the non-returned transport units. Posti shall be entitled to charge the Customer compensation equaling the amount of the acquisition price in the event that a transport unit is damaged, lost, or used contrary to the Contract.

### **24. Entry into force of General Contract Terms**

These General Contract Terms enter into force on January 1, 2016, and will remain in force until further notice. These terms supersede all equivalent earlier General Contract Terms.