

# General Delivery Terms

of Itella Corporation Cash and Consumer Customers

January 1, 2010



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Service appendices:

Letter Mail Services Jan 1, 2010

Goods Transport Services Jan 1, 2010

## 1. Scope of Application

These General Delivery Terms shall be applied to the cash customers of the domestic and international letter mail and other goods transport services of Itella Corporation (hereinafter Posti) unless otherwise specifically agreed upon between the customer and Posti in writing. These Delivery Terms shall govern the relationship of both the sender and the addressee with Posti.

These terms shall also be applied to other services offered by Itella Corporation to cash or consumer customers, whenever applicable.

These terms do not apply to mail traffic in the province of Åland and from the Åland Islands to continental Finland or abroad.

These Delivery Terms are based on the Postal Services Act (313/2001) and on other related regulation as well as on the Road Transport Contract Act (345/1979) and on international agreements of the Universal Postal Union binding Finland. In international services the Delivery Terms only apply to items sent from Finland to other countries. However, Posti is obliged to deliver incoming items based on international agreements following these Delivery Terms, where applicable.

## 2. Definitions

“Cash customer” refers to a customer who pays the postal charges of the postal items or the price of other services in cash, with postal stamps or by franking machine.

“Consumer customer” refers to a private person who purchases a product or service mainly for private household use.

“Basic delivery” refers to the regular mail delivery required by section 12 of the Postal Services Act and carried out every workday as outlined in these Delivery Terms and in the Delivery Plan of Posti as well as in the instructions of the Finnish Communications Regulatory Authority.

“Delivery Plan” refers to the plan of the postal undertaking for the detailed arrangement of delivery based on the provisions in section 14 of the Postal Services Act.

“The nationwide instructions issued by the Finnish Communications Regulatory Authority for the arrangement of mail delivery” comprise the more detailed general instructions referred to in section 14 of the Postal Services Act relating to the placement of devices and minor constructions needed for the receipt and delivery of postal items and which the building supervision authority is also required to take into account when making decisions concerning the placement of post boxes.

With a valid “Contract for Change of Address and Forwarding Service”, the addressee of postal items ensures the delivery of his items to the correct address after a move or another arrangement agreed upon due to temporary absence. A Notice of an Alternative Address also enables the addressee to ensure that his items are delivered to another address in addition to the permanent one.

“The address data system of Posti” is used to deliver items bearing defective or deficient address information and for address services. Address Services update the customer registers of senders of postal items by correcting outdated and incorrect address information. Disclosure of address information in connection with Address Services may be prevented by completing a form available at postal outlets.

“Postal Service” refers to the delivery of letter main and parcels covered by the universal service from the sender to the recipient.

“A letter mail item” refers to an addressed letter or postcard weighing a maximum of two kilograms.

“Universal service parcel” refers to an addressed parcel covered by the universal service.

“Transport document” refers to item documents (address labels) approved by Posti.

The universal service is defined in sections 3 to 5 of the Postal Services Act.

According to section 4, subsection 1 of the Postal Services Act:

“A universal service of postal services shall be available throughout the country including

- 1) a transmission service for items of correspondence up to two kilos and for postal packages up to ten kilos addressed to the addressee;
- 2) in the case of items arriving in the country, a conveyance and distribution service for items up to thirty kilos; as well as
- 3) a service for registered items and insured items.”

### 3. Services and Additional Services, Prices and Payment

The services, item categories and their delivery times, as well as the product features with the related additional services, are defined in separate appendices to the Letter and Transport Services (hereinafter Service Appendices), which are an essential part of these Delivery Terms.

The prices for the Services and the pricing bases are determined in accordance with the tariffs of Posti valid at the time. Posti has the right to change the prices in the tariff, and those agreed upon, in the manner referred to in the Postal Services Act. Changes in the prices shall be announced at the latest one month prior to their becoming effective. The main prices are displayed at the service points. Complete tariffs are available at the service points upon request.

In international transport, customs charges as well as taxes and any other corresponding charges defined in the legislation of the destination country are collected from the addressee.

Any indirect taxes or other costs due to legislation or authority measures, such as fuel taxes, will increase the prices correspondingly without separate notice, starting from the date on which they become effective.

Posti has the right not to transport unpaid or underpaid postal items, or to collect the missing charge added with a redemption fee from the addressees. Postal items addressed abroad will not be transported for redemption. Unpaid, underpaid or non-redeemed items are returned to the sender.

If the sender's contact information is not indicated on the letter mail item and the recipient refuses to accept it, the item is taken to the confirmation unit of the Finnish Communications Regulatory Authority (Ficora). The Ficora confirmation unit will attempt to discover the sender's address, and it may have to open the letter for this purpose.

Payments agreed upon or collected for the services shall not be refunded if the item is returned to the sender for any reason not attributable to Posti. Posti shall charge a fee for the re-transport and return of parcels or letter mail items containing commercial goods. Posti shall also charge this fee in cases where consumers exercise their cancellation right in remote sales and return the product to the seller. The seller companies can sign a Customer Return Contract with Posti, under which the transport fee is paid by the company.

For payments which have not been paid by the due date indicated on the invoice, Posti shall charge interest on arrears for the period after this date in accordance with the Interest Act, plus a collection fee. For invoiced amounts under the minimum given in the tariff, Posti shall collect a separately confirmed invoicing surcharge.

If the charges are not paid within the time set after a request for payment, Posti is entitled to interrupt the service until the payments are made. Posti may transfer its receivables to be collected by a collection agency at the cost of the customer.

### 4. Valuables, Dangerous Goods, Fragile Items, etc.

#### Valuables

The following valuables may only be sent **as insured items** in the manner referred to in these Delivery

Terms and the Service Appendices:

- 1) cash and freely convertible securities; bearer instruments, checks, purchase notes and cards and other corresponding securities, which can freely be used or converted into cash by any holder as well as valuables (works of art, antiquities or collector's items, jewels, precious metals, jewelry and other corresponding valuables);
- 2) promissory notes for a named person and those to the order of a named person, bank and credit cards as well as other corresponding cards for the use of a named person only as well as SIM cards and prepaid cards.

The items referred to in point 2 can also be sent as registered mail, but, in order to obtain better protection than the maximum compensation based on the law, they have to be sent **as insured items**. Compensation payment for an insured mail delivery item is subject to verifying the amount of damage.

In international traffic to the member states of the Universal Postal Union which are not liable for damage caused to ordinary parcels but which accept insured letter items, all items with a maximum weight of 2 kilograms should be sent **as insured letters** irrespective of their content. Country-specific information on countries accepting insured letter items and on countries which do not compensate ordinary parcels or accept insured letter items can be checked at Posti's customer service and at [www.posti.fi](http://www.posti.fi).

In international parcel transport, in order to obtain better protection, it is possible to use the additional **transport insurance** service with parcels in the manner referred to in the Service Appendix. A transport-insured item may not contain cash, securities or other valuables mentioned above.

To enable Posti to offer the correct service for valuables and to apply the right to refuse to accept and transport other than an insured item containing cash or other valuables under section 11 of the Postal Services Act, the customer is liable to give an account of the contents of the item. **Posti shall not be held liable for any damage to valuable mail items sent by the customer against the terms set forth herein.** Posti must separately notify its customers of this. In such cases, Posti shall be held liable for the damage only if it is considered that Posti has caused the damage intentionally or due to gross negligence. Even in such cases, the sender's contribution to the damage may lower the compensation sum. Posti must specifically ensure that a consumer customer doing business at a postal outlet receives information on the appropriate service applicable to the item and on the liability of Posti when sending an item containing valuables (Express, Registered, with Advice of Delivery and Insured).

#### **Dangerous goods and items**

Posti does not transport illegal items or products, or items or products that cause an apparent danger. Samples specified as permitted in the legislation on the transport of dangerous goods, as well as samples classified under the UN code UN 3373, may be sent without a separate agreement. They shall be packed and marked according to the currently valid legislation on the transport of dangerous goods and with Posti's separate instructions ([www.posti.fi](http://www.posti.fi)).

Due to the international aviation law, the transportation of items classified under UN 3373 as air mail is forbidden. This can affect the delivery times of mail items sent over long distances, and international deliveries cannot be offered.

#### **Fluids**

Mail items go through a security check involving radioscopy. For flight security reasons, air mail items containing fluids or cans with solid substances are returned to the sender, unless they are accompanied by an itemization of the contents. For mail items containing fluids, the sender must provide a detailed itemization of the parcel content in English on the packaging.

#### **Fragile items**

Fragile items and those liable to bend, as well as liquids and liquefiable, leaking or staining substances, must be posted as parcels requiring separate handling due to their contents (fragile) or according to a separate written agreement. **The liability of Posti for damage cannot be increased with the additional fee for fragile items.** However, Posti cannot invoke the restrictions of liability if its liability is intentional or due to gross negligence.

Despite the additional service and additional charge, the item shall be packaged as required by the contents so that the contents do not move, stain or leak and so that the item will withstand postal han-

dling and that it will not cause danger or damage to persons or property. The sender may also be held responsible for damage caused to other postal items and to Posti.

Posti must especially ensure that a consumer customer doing business at a postal service point and sending a fragile item is informed of the liability of Posti and told that the item must be insured to ensure a better compensation.

#### **Other sensitive items**

Special temperatures or other such special conditions required by the mail item cannot be observed in postal transport. Therefore, Posti shall not deliver any items requiring particular temperatures, such as living or dead animals, living plants or perishable food products. Special deliveries are available for contract customers.

## **5. Liability for the Information Entered on the Item and in the Transport Document**

### **5.1 Transport documents and information on the item**

The customer is responsible for the information entered on the item and in the transport document and for attaching a properly and correctly completed transport document approved by Posti to the item. The information specified in the service appendices must be entered in the transport document according to the instructions. The transport document/item must contain clear and sufficient recipient and address information, and indication of the desired additional services.

More detailed instructions on the recipient and address markings are available on Posti's website [www.posti.fi](http://www.posti.fi), and at Posti's customer service.

### **5.2 Sender's right to change mail item information**

The sender retains the right to the item until it is handed over to the addressee. If the sender and the addressee simultaneously claim the item, it shall be handed over to the sender. With tracked items, the sender may, for an extra charge, change the recipient information while the item is still within Posti's network.

## **6. Liability for Transport**

Posti shall be responsible for the transport of an item from the time when the item has been accepted for transport by Posti until the item has been delivered to the addressee in the manner stated in section 19, subsection 3 of the Postal Services Act and in these Delivery Terms, or until the item has been returned to the sender or sent to be processed at the confirmation services of the Finnish Communications Regulatory Authority or destroyed as stated in point 11 below. The final liability for items posted via the pick-up service of Posti is not transferred to Posti until the items have been checked at a service point, unless the item was signed for or registered as duly accepted when picked up. The responsibility for a promised delivery time also expires when a notice of arrival is delivered in basic delivery or the addressee is otherwise informed of an item to be collected from a service point. If the addressee and Posti have concluded a contract on the forwarding of items, delivery interruption or another contractual delivery service, Posti's liability for the delivery time promised to the sender will expire when the items arrive at the destination, i.e. the post office determined by the original address. Forwarding starts a new item-specific delivery period.

Posti is entitled to select the transport method. If an item is not suitable for air transportation due to its content, Posti shall not be held responsible for keeping the promised delivery time.

Transport charges include the basic delivery of items or notice of arrival relating to the items mentioned in point 9, through a letter slot or to a box or other construction as stated in these Delivery Terms and

in the Delivery Plan referred to in the Postal Services Act. The home delivery of items is included in the services as stated in the service appendices. For other items, home delivery is available by separate agreement only (additional service subject to a charge).

Posti shall be responsible for basic delivery of items or notices of arrival pertaining to them according to the address given on the cover of the item or on the dispatch note or on the basis of a valid forwarding contract concluded by the addressee with Posti, or as stipulated in the Postal Services Act. Posti shall not be responsible for a delivery time promised if the address of the item is incorrect or incomplete.

## 7. Packaging and Marking of Items

The Customer shall be liable for sufficient packaging required by the contents. The item shall be packaged in a way approved by Posti so that it will endure postal handling by machine and not cause damage or danger. Regular envelopes are for sending documents. Other items should be packed in a special envelope or package.

Fragile goods as well as dangerous or contagious substances and diagnostic samples must be indicated as required by Posti. An item is only handled as fragile if the additional fee for a fragile item has been paid. Additional information on the packaging methods approved by Posti is available at Posti. The handling instructions of factory packaging or other corresponding dispatch information are not taken into account by Posti.

The Customer shall be responsible for damage and costs caused by negligence with regard to the above-mentioned obligations. Posti has the right to collect an additional charge according to the tariff for correcting the deficiencies mentioned above.

## 8. Handing Items to Posti for Transport

Items may be left to be transported by Posti by bringing them to a postal outlet, or Posti may pick up the items from the customer (additional service subject to a charge). A fee according to the tariff shall be charged for the pick-up service, unless the pick-up is included in the price of the service.

The customer shall be liable for the correctness of the order and information in the pick-up service and for the costs and damage caused by incorrect or deficient information. Posti has the right to collect an additional fee according to the tariff for any changes in the agreed pick-up time and place or for extra pick-ups.

Post boxes are intended for small numbers of pre-paid ordinary 1st class letters and reply mail items. In rural areas (however, not in the scarcely populated areas belonging to cities), ordinary letters may be left for transport with the postal carrier or in the customer's own letterbox by using a pick-up sign.

The customer shall ensure that the individualized receipts of items to be signed for, as well as the customer's copy of the transport document of the item, are kept.

## 9. Delivery

### 9.1 Basic delivery

As a service included in the transport fee, all letter mail items with a maximum size of 25 cm x 40 cm x 3 cm and a maximum weight of 2 kg to be handed over without signature, newspapers and magazines and items separately mentioned in the service appendices as well as notices of arrival of items to be signed for or not suitable for standard delivery because of their size, as well as notice of arrival of items remaining undeliverable in the basic delivery, are delivered in the basic delivery of Posti by 4:00 p.m. on workdays (Mon–Fri) as follows:

- to apartment buildings
- into a post box or post box group of single-unit dwellings;
- as collect mail, in which case the addressee or a person representing him collects the items from the service point him- or herself without a separate notice, due to legally unresolved delivery disputes; or
- as community delivery in certain rural areas, in which case items are delivered from the vehicle directly to a community post box based on the addressees' approval.

A more detailed definition of delivery methods and other details of basic delivery are presented in the instructions issued by the Finnish Communications Regulatory Authority and in the Delivery Plan of Posti, as well as in the Local Delivery Plans of Posti. The instructions issued by the Finnish Communications Regulatory Authority also define the principles to be complied with in organizing the mail delivery of elderly people living alone, people with moving disabilities and other corresponding groups of addressees.

In basic delivery, mail items are delivered to post boxes positioned according to the Local Delivery Plan compiled on the basis of permanent addresses. Delivery of items to post boxes with locations deviating from the Delivery Plan is subject to separate agreement and an extra charge.

The addressee is informed of the arrival of a collectable item at the service point by a notice of arrival delivered in the basic delivery. In areas where mail is delivered less frequently than five days a week on the basis of section 13 of the Postal Services Act, Posti informs the addressee of a postal parcel and an item sent by an authority without delay; however, at the latest, on the third day after the arrival of the item, if the addressee can be reached by telephone, email or otherwise.

Items whose home delivery is not included in the service selected by the sender or which cannot be delivered in the basic delivery must be collected from the postal service point by the addressee. Alternatively, the addressee may use the delivery service of Posti subject to a charge. Insured items are delivered in a delivery service subject to a charge only if the service is handled by a car/van. In rural areas (however, not in the urban areas of Helsinki, Vantaa, Espoo and Kauniainen, Tampere and Turku), excluding transport units and other items that cannot be delivered by car, these items are delivered to private addressees on the basis of a single order in the basic delivery without a charge, when the postal service point determined by the address is at a distance of over five (5) kilometers and when the mail in the area is delivered by car. If the addressee is not reached in the first delivery round, the item can be collected from the postal outlet according to the notice of arrival.

If the addressee of an item that requires signing for and home delivery is not reached or the item cannot otherwise be handed over, the delivery time expires when a notice of arrival concerning the item is left at the addressee's address or at a location defined by the address, or when an attempt has been made to deliver an express letter but the delivery has not been possible because of a locked door or a missing post box or letter slot.

During a dispute concerning delivery referred to in section 14, subsection 3 of the Postal Services Act, Posti may retain all items and notices of arrival included in basic delivery in the postal service point defined by the addressee's address, from which they can be collected. Items to be picked up from a postal outlet, whose storage is not included in the terms of sending, shall be kept for two (2) full calendar weeks after the week of arrival.

**The retention periods of postal items are defined in the service appendices.**

If the addressee expressly refuses to accept an item, it will be returned to the sender immediately without regard to the period of retention.

Abroad, items are delivered according to delivery regulations and practices varying according to the destination country. The retention periods of items vary from two weeks to two months.

## **9.2 Contract Services of Delivery**

The customer and Posti may agree on a delivery service, in which case the contract determines the

items to be transported, the schedules, payments involved, etc. A delivery service contract can also relate to a single item, excluding the home delivery of an insured item.

Posti can offer, for example, the following services:

#### **Delivery subject to a charge**

In connection with basic delivery, Posti can provide a service deviating from these Delivery Terms against payment. In these cases, delivery is performed to a place agreed upon in the contract with the customer.

#### **Change of address and forwarding**

A separate service contract can be made on the Internet, by telephone, or by using a form available at postal outlets.

In the absence of a forwarding service contract subject to a separate fee, Posti shall only forward letter mail items (1st and 2nd class letters, Maxi Letters and postcards) from the old address to the new address provided by the customer in the permanent Change of Address notification. The forwarding service subject to an extra fee covers the forwarding of all addressed mail items (including magazines and letters without a personal message, such as advertisements, and parcels). The service is governed by the terms of the Contract for Change of Address and Forwarding Service.

#### **Delivery to holiday residences**

The addressee may request that his mail be delivered to his holiday address by concluding an agreement on the forwarding of postal items to that address for a fixed period. The delivery is free of charge if the holiday resident places his post box alongside Posti boxes of permanent residents. If the holiday resident places his post box in another location along the delivery route or if the addressee and Posti agree on delivery to another location deviating from the delivery route, the delivery constitutes a contract service subject to a charge.

#### **Delivery interruption**

For a separate charge, the customer can agree on interrupting the delivery for a fixed term specified in the contract.

#### **Delivery to a P.O. Box address**

Upon separate agreement, Posti rents out P.O. Boxes at postal service points for the collection of arriving mail. Items or notices of arrival are sorted to the P.O. Box irrespective of whether the item bears a P.O. Box address or a street address. As an exception, express items and other items to be signed for and to be delivered to the addressee separately, or notices of arrival concerning such items, are delivered to the P.O. Box only if the P.O. Box address is the only address on the item. If express items or items to be delivered separately have both a P.O. Box address and a street address, the items are delivered to the street address.

## **10. Handing Over of the Items**

Items to be handed over without a signature are handed over by Posti to the person requesting them at the service point, unless there is reason to assume that they might end up with a person other than the addressee.

Registered and insured items, as well as letters with a notice of delivery, are only handed over to the addressee or to a person authorized by the addressee against a signature. At a service point, the above-mentioned items can, as a rule, only be handed over on the basis of a notice of arrival or an individualized item ID. If the sender of a registered item, a letter with notice of delivery or an insured item has limited the delivery so that the item may only be handed over to the addressee in person, the item will not be handed over to a person authorized by the addressee. If the addressee is unable to pick up the item, the sender can change the delivery information using a separate service subject to an extra charge. Under section 19 of the Postal Services Act, Posti has the right to enter the whole personal ID code of the recipient and the document from which it is taken or checked in the documents used for handing over the said items. This information may only be entered in documents that remain with Posti and Posti will not disclose it to others.

Apart from those mentioned above, an item that requires signing can also be signed by a person presenting the notice of arrival or by a person inquiring about the item at a service point on the basis of the individualized item ID, or to a person present at the delivery address unless there is reason to suspect that the item will end up with someone other than the addressee. If a customer inquires about an item using the item ID only, the identity of the recipient is always checked.

Organizations and companies are responsible for ensuring that only authorized persons act on their behalf. Where necessary, Posti ensures that the item is handed over to a person employed by the organization or company, or to a person acting on its behalf. Where necessary, the person signing for the item shall present a power-of-attorney or an account of his right to sign the name of the organization or the company. A fixed-term power-of-attorney can be saved in Posti's electronic system.

All other legal provisions pertaining to signing and authorization procedures shall also be complied with. More detailed information on the delivery of items in special cases is available at Posti.

The addressee shall decide whether he will accept the item to be signed for on the basis of the cover of the item. The item is not given to the customer for examination before it has been paid and signed for unless the sender has used a service that allows the checking of the contents (see the point COD in the service appendix Domestic Goods Transport Services). A COD payment collected or remitted shall not be refunded.

Abroad, items to be signed for are handed over in accordance with delivery regulations and practices varying according to the destination country, mainly to the addressee, but in some countries also to a substitute recipient (for example a person living in the same household).

If the handing over of an item is delayed due to the customer or the addressee, Posti has the right to collect an additional fee in the form of a time-based charge mentioned in the tariff. However, the additional fee is not collected from a customer who is a consumer.

Trustees and guardians of under-aged children picking up a registered or insured item or a letter with advice addressed to the principal must have authorization from the principal. If the principal does not know how to write, he/she must accompany the trustee when picking up the delivery.

## 11. Non-delivery

A postal item that is most likely intended as personal but cannot be delivered to the addressee, or an item which the addressee does not accept, is handled as undeliverable.

When it has not been possible to deliver an undeliverable item to the proper addressee despite the investigations of Posti, the item is usually returned to the sender.

However, Posti has the right to destroy:

- ordinary, open letters and cards not indicating the address information of the sender or the addressee;
- items that do not contain personal messages, whose destruction has been authorized by the sender;
- items that have been delivered to the addressee's P.O. Box under a P.O. Box contract but have not been picked up upon the expiry of the contract;
- items whose contents are spoilt;
- direct marketing items and corresponding printed matter, chain letters, newspapers and magazines, unless otherwise agreed between the sender and Posti;
- items sent to a country other than Finland from outside Finland, whose postage is unpaid or underpaid.

Postal items that remain undeliverable and cannot be delivered to the addressee or returned to the sender due to insufficient or incorrect address information will immediately be delivered to the confirmation services of the Finnish Communications Regulatory Authority for handling. Items whose postage is unpaid or underpaid are only delivered to the confirmation services of the Finnish Communica-

tions Regulatory Authority in the case that the addressee refuses to accept the item and the sender's address information is not indicated on the item.

### **Parcel delivery under the Road Transport Contract Act**

Whenever the Road Transport Contract Act is applied to a parcel delivery, Posti is entitled to sell the item in a manner securing the entitled benefit in the case that it has been impossible to hand the parcel over to the addressee and the sender has not provided Posti with further instructions within a reasonable time, or the provided instructions cannot be observed within reason. Posti is also entitled to sell the item if the sender refuses to accept the item or if it has for some other reason been impossible to return the item to the sender. Instead of selling the item, Posti is also entitled to dispose of the item if selling it is not possible or appropriate. Posti is entitled to sell or dispose of the item without waiting for the sender to provide further instructions if the item is perishable, or the costs arising from storing the item are not reasonable in proportion to the value of the item. Whenever possible, the sender of the item must be informed of selling or disposing of the item.

## **12. Responsibility and Liability for Damages**

### **General determination principles of liability and damages**

The liability of Posti for postal items delivered within Finland is defined in the Postal Services Act (313/2001), the liability for goods transport services is defined in the Road Transport Contract Act (345/1979), and the liability for international postal items is defined in the Universal Postal Convention. Posti is liable for damage caused to the sender or addressee of the item due to the delay or loss of the item or damage to the item, or for another error attributable to Posti in accordance with the stipulations of these Delivery Terms and in the Service Appendices.

If a claim for damages is based on the transport, delivery or handling of mail or a violation of a separate agreement relating to some other service, damages are paid in accordance with these Delivery Terms, unless otherwise agreed in the service-specific terms. The maximum item-specific damages valid from time to time are described in the Service Appendices.

These Terms are also applied to damage based on negligence. However, if Posti or some other party for whose actions Posti is responsible has caused the damage intentionally or through gross negligence, Posti cannot invoke discharge from liability and maximum compensation with regard to liability determined under the Postal Services Act and the Road Transport Contract Act.

The maximum liability of Posti for an insured and transport-insured item shall be restricted to the insured value even if the customer has underinsured the item. However, the liability of Posti shall not in any case (e.g. on the basis of a claim of regression of the insurance company) exceed the insured value of which Posti has been notified. Over-insurance shall never entitle one to damages exceeding actual and proven damage.

Damages determined on the basis of these Delivery Terms can also be adjusted within reasonable limits if the injured party has contributed to the damage or if some other matter that is not part of the act causing the damage has also contributed to it.

Posti and the party for whose operations Posti is responsible have the right to invoke the provisions of the Postal Services Act and the Road Transport Contract Act and these Delivery Terms on the limitation of liability and discharge from liability, even if the claim for damages is not based on the Postal Services Act or the Road Transport Contract Act, if the damages could have been claimed for under these Acts.

The damages will be based on the actual damage incurred. The claimant shall demonstrate proof of the damage caused. Damages shall be paid for property damage and costs caused by the damage. Immediate, direct and tangible losses are compensated as property damages. The costs caused by the damage refer to the necessary and unavoidable costs due to the prevention, mitigation or repair of the damage or other measures directly related to the damage. Posti is not liable for consequential or indirect damages, such as loss of income or revenue, lost sales or other lost profit or any corresponding economic loss except for domestic letter mail items or parcels within the scope of the Postal Services Act.

In addition to the above-mentioned damages, the transport fees of the item or for any other service paid to Posti shall be refunded. If the items are compensated in part only, the corresponding part of the transport fees shall be refunded.

As a prerequisite for the liability of Posti for damages, a representative of Posti must be given the opportunity to examine the damage and external damage must be detected in the items, or it must be otherwise ascertained that the damage occurred while the items were under the responsibility of Posti. Posti is not liable for damage due to a latent defect in the goods. Nor are damages paid for any antiquity value, sentimental value or other special value of the goods. Insurance companies offer transport insurance with special terms to cover these values.

**However, Posti is discharged from liability if it can prove that the damage was due to factors that Posti could not avoid or whose consequences it could not prevent.**

In particular, Posti is not liable for damages due to:

- a) an error or other negligence or offence of the customer, the addressee or a person acting on behalf of them;
- b) the handling, loading, transport or unloading of items performed by the customer, a person acting on behalf of the customer or other third party;
- c) the inherent aptitude of the goods to damage, such as vibration, breaking, leaking, self-ignition, putrefaction, corrosion, fermentation, evaporation and to sensitivity to cold, heat, moisture or their equivalent;
- d) goods under the liability of the sender, such as valuables;
- e) missing or deficient packaging or cover;
- f) the fact that the item causes danger or damage;
- g) insufficient information concerning the items; or
- h) force majeure.

Posti shall not be liable for the delay of an item or for any other damage that may occur if it has not been able to deliver the item to the addressee according to its terms. If the returning of an item to the sender is delayed for more than 14 days from the termination of the retention period due to a reason attributable to Posti, the transport charges collected shall be refunded.

Posti is not liable for any delays or other damage caused to postal items caused by customs procedures.

#### **Liability under the Postal Services Act**

**The injured party** shall be paid the proven amount of damage, however, up to the item-specific or damage-specific maximum referred to in section 20 of the Postal Services Act.

The maximum item-specific damages valid from time to time are described in the Service Appendices.

#### **Liability in international mail under the Universal Postal Convention**

In international services, **the sender** is paid the maximum damages determined by the Universal Postal Convention. However, **the addressee** has the right to the damages if he has received a damaged item that has arrived in Finland or an item whose contents have been fully or partially stolen.

Under the Universal Postal Convention, no damages are paid for ordinary letters, Express Letters, Maxi Letters and a delay of items. With country-specific exceptions, damages are paid for loss or theft of or damage to registered and insured items and parcels. Information on countries accepting insured letter items and on countries which do not compensate ordinary parcels or accept insured letter items can be checked at Posti's customer service or at [www.posti.fi](http://www.posti.fi). If the disappearance, total theft or total damage of registered postal items, regular parcels and insured postal items is caused by a force majeure not entitling to any damage payment, the sender is entitled to a refund of the payments made, apart from the insurance fee.

In the event of an Express Letter sent to a country covered by item tracking being verifiably significantly delayed, the postage paid for the item can be refunded to the sender, even though the delay is not included in the types of damage entitling compensation; this is determined on a case-by-case basis.

According to the Universal Postal Convention, Posti is not liable for consequential or indirect damages, such as loss of income or revenue, lost sales or other lost profit or any corresponding economic loss.

The maximum item-specific damages valid at the time are described in the Service Appendices.

#### **Liability in transport services under the Road Transport Contract Act**

The maximum amount of damages paid to **the injured party** for damage to, loss or partial loss of an item is determined by the maximum damages under the Road Transport Contract Act. The maximum amount of damages for the delay of an item is limited in accordance with the Road Transport Contract Act to the amount of the transport fee (freight) for the item delayed. The maximum item-specific damages valid at the time are described in the Service Appendices. Posti is not liable for consequential or indirect damages, such as loss of income or revenue, lost sales or other lost profit or any corresponding economic loss.

## **13. Objection and Statutory Limitation**

At the risk of losing the right of action, an objection must be made to Posti on damage to an item within a reasonable period from the time the addressee detected or should have detected the damage. In practice, a reasonable period means 14 days. However, for damage that can be externally detected at the time, the objection must be made when the item is received if the item is handed over to the addressee in person or to a person authorized by the addressee, when the addressee is not a consumer.

At the risk of losing the right of action, the sender must make an objection against the loss or delay of an item or a defective or unperformed accounting of a COD amount, within a reasonable period after he was informed of the loss or delay of the item or the defective or unperformed accounting of the COD amount, however, at the latest within 30 days after the item was left to be transported or, at the latest, within three months after the COD item was left to be transported.

The right to compensation is forfeited unless the claim is presented to Posti in writing **within one year**, or, if the damage was caused intentionally or through gross negligence, within **three years** after:

- 1) the liability of Posti has expired under point 6 of the Delivery Terms if the claim is based on damage to the item or a partial loss of the contents or a delay in delivery;
- 2) the sender has or should have made an objection on the loss of the item, or after Posti has informed the addressee of the loss of the item if the claim is based on the loss of the item;
- 3) the sender has or should have made an objection on the faulty or unperformed accounting of the COD amount; or after
- 4) three months have passed from the date when the item was left to be transported or after non-performance of the transport obligation or other relating task if the claim is based on issues other than those mentioned in points 1–3.

Under the Universal Postal Convention, the sender must make an inquiry about the item within six months after the item has been left to be transported, in order to have the damage investigated and to obtain any compensation. The right to compensation is forfeited unless the claim is presented to Posti in writing within one year from the reply to the inquiry.

## **14. Remedies Available to the Customer of Posti**

### **14.1 Appeal to an Administrative Authority**

A customer of Posti or another party may bring a matter concerning the Delivery Plan of Posti or the delivery of mail to be decided by the Finnish Communications Regulatory Authority. The decision shall be requested from the Finnish Communications Regulatory Authority within sixty days after receipt of notice of the matter. Posti shall instruct the party in applying for a decision. If Posti and the addressee do not reach an agreement on the placement of post boxes, the municipal building supervision authori-

ty shall decide the matter. Decisions of the Finnish Communications Regulatory Authority and the municipal building supervision authority may be appealed as provided for in the Procedure in Administrative Matters Act (586/1996).

## 14.2 Contesting based on Civil Law

Disputes concerning the contractual relationship or the liability for damages shall be decided by the Helsinki District Court. A consumer customer may bring action at the general court of first instance at his place of residence. A consumer customer may also have his claim handled by the Consumer Disputes Board.

## 15. Electrical Registration of Information on Items on Their Delivery

Posti has the right to register information regarding senders, addressees and items as well as the person signing for the items in its data system for the tracking of transport. The registration information of the item can be checked with an individualized item ID either from the Posti's Customer Service or at [www.posti.fi](http://www.posti.fi).

## 16. Other Terms and Provisions

Unless otherwise agreed or stipulated in the Contract, Service Appendices or in these Terms, the postal service or road transport contract legislation valid at the time or the Universal Postal Convention and orders issued thereunder shall be applied.

Transport units owned by Posti (cages, pallets, rolltainers, trays, etc.) may be made available for the customer for transport by Posti. The number of transport units specified in the contract shall be made available for the customer for a maximum period of one week. Transport units can only be made available to the customer, if the customer has returned all of Posti's transport units it has previously used. Posti has the right to control the use of the transport units and to collect the units not returned within one week after they have been handed over to the customer, and to charge a fee according to its tariff for this. The customer is responsible for the transportation units given for its disposal and the use of these units. Posti has the right to collect compensation equal to the acquisition price of a new transport unit if one is damaged, lost or abused. The customer is obliged to inform Posti of any excess transport units at its disposal.

## 17. Termination of the Agreement

Unless otherwise specified in a contract on a service, the mutual period of notice to terminate the contract shall be one month. Posti may cancel the contract immediately, without notice, if the customer, even after having received a request for payment, fails to fulfill its obligation within one month from the request.

## 18. Validity of the Delivery Terms

These General Delivery Terms shall become effective on January 01, 2010 and remain valid until further notice. These Terms shall replace the General Delivery Terms of Finland Post Corporation, which entered into force on March 1, 2005.

Posti has the right to amend these Delivery Terms or the Service Appendices essentially relating to them together or separately in the manner referred to in the Postal Services Act. Notice of new Delivery Terms and/or Service Appendices shall be given at the latest one month prior to their entry into force. The Delivery Terms and Service Appendices shall be on view and available at the postal outlets.

## Customer Service

For Consumers

0200 71000 (local call charge/mobile charge)  
Mon.–Fri. 8 a.m.–8 p.m., Sat. 9 a.m.–2 p.m.

Corporate customers

0200 77000 (local call charge/mobile charge)  
Mon.–Fri., 8 a.m.–6 p.m.

Transport orders  
for contract customers

0200 92000 (local call charge/mobile charge)  
Mon.–Fri., 8 a.m.–6 p.m.

Internet

[www.posti.fi](http://www.posti.fi)  
[www.itella.fi](http://www.itella.fi)

