

# GENERAL DELIVERY TERMS

## – CASH AND CONSUMER CUSTOMERS

### 1. Scope of application and compliance with the terms

These General Delivery Terms (hereinafter “Delivery Terms”) shall be applied to cash customers in the domestic and international postal and parcel services offered by Posti Ltd (hereinafter “Posti”). A cash customer refers to a customer who pays the postage fees of postal items or the price of other services using general cash payment methods or stamps.

In international postal services, these Delivery Terms only apply to items sent from Finland to other countries. Postal items from abroad are delivered following these Delivery Terms where applicable.

### 2. Use of the Service

When a cash customer hands over to Posti an item for transport or places an order with Posti’s web service for transporting an item, an item transport agreement is concluded between the cash customer and Posti.

The agreement consists of a whole made up of Posti’s service terms, instructions issued by Posti and these delivery terms.

Consumer customers have the right to cancel an order placed with the web service or some other distance selling channel in accordance with the provisions on distance selling in the Consumer Protection Act by informing Posti of it within fourteen (14) days of purchasing the delivery service. If the item has already been sent, the service has been fully completed and the collected service fee will not be returned.

The user of the service must follow the terms of service for Posti’s services, instructions issued by Posti and delivery terms. These are available from the Posti website at [www.posti.fi/terms](http://www.posti.fi/terms) or from Posti Customer Service.

The sender shall be liable for loss or damage that it may cause to other items or Posti, for instance, due to its breach of the terms of service for Posti’s services, Posti’s instructions or delivery terms.

### 3. Prices and payment

Service prices and pricing principles are determined according to Posti’s price list in force at the time.

Price lists can be viewed at Posti outlets and they are available on Posti’s website – [www.posti.fi/prices](http://www.posti.fi/prices) or from the customer service on request.

Posti has the right to refuse to accept unpaid or underpaid items or to collect the missing payment plus a redemption fee from the recipients. Items addressed for international delivery will not be transported for redemption.

Unpaid, underpaid or unredeemed items shall be returned to the sender.

Service fees or collected payments shall not be returned if an item is returned to the sender for reasons not attributable to Posti.

Posti shall collect a charge for the retransport and returning to the sender of parcels or commercial shipments.

Posti is entitled to charge an additional fee as shown in the currently valid price list if Posti has to mend or improve the packaging of the item.

## 4. Mailing

The sender shall be responsible for ensuring that the delivery method is suitable and allowed for the content of the item.

If an item does not comply with the terms of the service or the sender has otherwise violated Posti's service terms, instructions and/or delivery terms, the item may be returned to the sender at the sender's expense.

The sender is responsible for sufficient packaging of the item as required by the contents. Items must be packed in a manner approved and advised by Posti so that they can endure mechanical mail handling and do not cause any hazard or damage to persons or property. The content of the item must be packed so that it will not move, stain or spill. Envelopes and other packaging materials must be carefully sealed. Posti is under no obligation to see to the mending or improvement of packaging.

The sender is responsible for the information recorded on the item, in the transport document or in electronic mailing systems, as well as for providing this information in accordance with instructions provided by Posti. The sender's and recipient's contact information must be marked on the item in the place defined in Posti's instructions. Posti has the right to revise the markings on the item and the transport document so that they correspond with the actual item. Should the markings on the item be incomplete, the item may also be returned to the sender for completion.

Posti cannot be held responsible for the item being directed incorrectly or for the advised delivery time of the service if contact information markings are invalid or in the wrong place.

The customer is obliged to inform Posti of the contents of each item so that Posti is able to offer the right type of service for the delivery of an item or refuse to accept and transport the item using a service that is not suitable for the contents of the item.

### A. Prohibited content

Posti does not transport objects or substances that are illegal or that apparently cause a hazard or items that require specific transport or storage temperatures, such as dead or living animals, live plants, or perishable food items.

Objects and substances subject to the legislation on the transport of dangerous goods (VAK) always cause a hazard. In addition, other patently dangerous contents are prohibited in Posti's transport. For more detailed information and instructions on prohibited items and goods, please refer to Posti's website – [www.posti.fi](http://www.posti.fi) or contact the customer service.

However, as an exception, Posti will transport samples belonging to the hazardous substance 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 (VAK) and that are highly unlikely to contain pathogens.

The packaging and labeling 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 check the classification of the sample from an expert in the field in question and the packaging and labeling instructions from Posti.

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

## **B. Contents permitted with restrictions**

### **Valuable items**

The following valuable items may only be sent as insured items in accordance with Posti's instructions:

- cash and tradable securities, bearer bonds, checks, vouchers and charge cards (gift vouchers), and other corresponding securities, which the holder can freely use and convert into cash, as well as valuables (works of art, antiquities and collectibles, precious stones and metals, jewels, and other corresponding valuables), and strong digital authentication tools, in which the content of the item enables strong digital authentication of a person.

The following valuable items can also be sent as registered letters, but the sender must bear in mind the maximum compensation for a registered letter.

- 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).

### **Liquids and other content 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 items to foreign countries will be transported by air.

### **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). In spite of the additional service, the sender is responsible for the correct and sufficient packaging required by the content.

### **Special restrictions on international postal services**

International postal items are subject to the aforementioned general restrictions. In addition, international postal items may be subject to restrictions of a local postal operator as well as other restrictions resulting from legislation, official practices or similar procedures of the destination country.

Posti informs its customers of any restrictions known to it that the postal operator of the destination country has communicated to Posti on Posti's website – [www.posti.fi/countryinformation](http://www.posti.fi/countryinformation).

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 item.

## **5. Control over the shipment**

The sender shall have control over the shipment until such time as it has been delivered to the recipient in accordance with the terms and conditions of the shipment and/or the recipient's assignment. Should the sender and recipient request the item simultaneously, the item shall be handed over to the sender.

Tracked items allow senders to change recipient information against an additional charge while the item is still in Posti's network. If the item is addressed to more than one recipient whose ad-

dress details have changed, the item is delivered to the address indicated on it, provided that it is used by one of the recipients. If none of the recipients can be reached at the address indicated on the item any longer and the recipients' valid addresses differ from each other, Posti may deliver the item to any of the recipients.

## 6. Responsibility for transport

For the production of its services, Posti may use the service or delivery models or methods available at a given time. Posti shall have the right to choose the transportation method. Items must be submitted for transportation according to Posti's instructions.

Posti's responsibility for transport shall begin when the item has been accepted for transport and end when the item has been handed over, i.e. delivered or handed over to the recipient or returned to the sender, according to the agreed delivery type.

The responsibility for the promised delivery time shall end with delivery or sending the notice of arrival.

Posti shall not be responsible for the promised delivery time if the item has been furnished with an incorrect or incomplete address or if the item cannot be delivered for any other reason beyond Posti's control, such as forbidden content or the fact that the item is not suitable for transportation by air due to its content.

In the event that the recipient and Posti have concluded an agreement on the directing of items, Posti's responsibility for the delivery time promised to the sender shall end once the items arrive at the Posti outlet specified in the original address.

## 7. Handing over postal items

### 7.1. Letters and corresponding items

Letters and corresponding items handed over without signature in mail delivery shall be delivered to the recipient's mailbox situated in a place specified by Posti or to some other agreed location, or from a Posti outlet to a person requesting them.

For an additional charge, the mail recipient can make an agreement with Posti concerning other mail receipt arrangements according to the terms of the services available at the time.

As a service included in the transportation charge, mail delivery delivers on weekdays all letters and publications of a maximum size of 25 x 35.3 x 3 cm and a maximum weight of 2 kg that can be handed over without signature as well as all items specified separately in Posti's product terms, primarily to the address marked on the item. In addition to these, the scope of mail delivery includes notices of arrival for items that need to be signed for or are too numerous or large for delivery or could not be delivered ("Item").

### 7.2. Insured items, letters with advice of delivery and registered letters

Insured items, letters with advice of delivery and registered letters are handed over against a notice of arrival and signature only to the recipient or a person authorized by the recipient in writing. The sender may have limited the delivery of the item so it is only handed over to the recipient in person.

If the recipient indicated on an item is a company or an organization (the name is on the first address line), the item is handed over to a person authorized to sign for the company/organization or such a person's proxy. However, if the recipient information contains a person's name in addition to the name of the company, the item can always be handed over also to this person.

### **7.3. Parcels**

Parcels are handed over against signature and an item ID or a corresponding pickup code from a Posti outlet, Parcel Point or another location specified by Posti or from a location agreed with the recipient.

The arrival of a parcel for pickup is communicated to the recipient by way of a printed notice of arrival delivered in conjunction with mail delivery or an electronic notice of arrival sent separately.

If a parcel item is picked up from a Parcel Point using a Parcel Point pickup code received as an SMS, the locker opened with the recipient's code corresponds to the recipient's receipt confirmation and handover.

### **7.4. Pickup by proxy**

Mail pickup as an authorized person requires an individual proxy. The proxy may be item-specific or fixed-term. A fixed-term proxy can be stored in Posti's electronic system. A person acting on behalf of a company or another organization must also prove the proxy grantor's authorization to represent the company/organization.

### **7.5. Minors and other legally incompetent recipients**

A trustee – including a person who has custody of a minor – who is picking up a registered letter, an insured item or a letter with advice of delivery 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.

### **7.6. Poste restante**

Private individuals may use a Poste restante address for receiving mail temporarily. The Poste restante service is available at the Posti outlets separately designated by Posti. The item is delivered for pickup to the Posti outlet.

A Poste restante address must contain the recipient's first and last name as well as the words "POSTE RESTANTE", the postal code and the city/municipality as the actual address. In addition, the name and address of the sender must be indicated on the item. A person picking up an item addressed to Poste restante must prove his/her identity with an identity document. The name on the recipient's identity document must correspond with the recipient's name indicated on the item. The item is available for pick-up during the storage period.

An item that has no indication of the recipient's first and last name cannot be handed over. In case Posti has a justified reason to assume that the service is being misused, the offering of the service can be ceased immediately. The item has been delivered when it is available for pickup from a Posti outlet. Uncollected items are disposed of.

### **7.7. Other Terms and Conditions**

Recipients shall decide whether to accept an item that requires a signature based on the item's cover/wrapping.

The storage periods for items are determined in the information concerning each specific service. 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 practices. Items requiring signature are handed over in accordance with the various handover regulations and practices of the destination country primarily to the recipient, but in some countries also to a stand-in recipient (to another member of the same household, for example).

Posti has the right not to hand over an item if there is reason to believe the item will end up with a person other than the recipient.

The items transported to the delivery address are handed over to a person present at the address.

Posti verifies the identity of the person picking up the item at the Posti outlet.

## 8. Undeliverability

Undeliverable items are items that could not be delivered to the recipient due to incomplete address information, underpaid fees or other reasons beyond Posti's control or which the recipient refused to accept.

An undeliverable item whose delivery to the rightful recipient has failed, despite investigations carried out by Posti, is usually returned to the sender.

However, Posti is entitled to dispose of

- unsealed items which do not contain a mention of the sender's or recipient's address information; and
- items the disposal of which has been consented to by the sender; and
- items that have been delivered to the recipient 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 or storage period expired; and
- items whose contents are spoiled; and
- direct marketing items and equivalent print products and publications, unless otherwise agreed upon between the sender and Posti; and
- 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 parcel on whose return Posti has not agreed with the sender or which the sender does not wish to reclaim.

## 9. Liability for damages

### 9.1. 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 mailing type which can be tracked.

### 9.2. 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.

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

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. Posti is not responsible for damage caused by 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.

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

- An action or neglect of the Customer or a third party acting on behalf of the Customer; or
- 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); or
- 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; or
- attributable to a free service, product, or application; or
- the handling, loading, transportation, supporting of loads or unloading of items carried out by the Customer, or a party acting on behalf of the Customer, or by some other third party; or
- 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; or
- missing or inadequate packing/wrapping or cover; or
- inadequate label markings under the responsibility of the Customer; or
- an item causing hazard or damage; or
- the inadequacy of information concerning an item; or
- any delays or other loss or damage caused to items by the Customs or other authorities.

Posti has the right to invoke the provisions of the applicable transport legislation and these 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.

The terms and conditions defined in this section do not affect the consumer's statutory rights.

#### **9.4. Liability for damages according to the Service**

Posti's liability and damage compensation liability is governed and restricted by

- in domestic letter items, according to the Finnish Postal Act;
- in international postal items, in accordance with the agreements of the Universal Postal Union;
- in goods transport services (such as parcel)s pursuant to the Act on Road Transport Contracts;
- and these terms.

In all mailing types, Posti's total liability is limited to the maximum compensation specified in the applicable legislation. 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.

In addition to the compensation paid within the maximum compensation, the service fees paid to Posti will be returned for the part corresponding to the error. 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, the sender is reimbursed for the transportation charges collected. Information on mailing type-specific maximum compensations can be found on Posti's website – [www.posti.fi](http://www.posti.fi) or at the customer service.

In other services, Posti has the right to compensate the faulty or delayed Service primarily by means of a substitute service. Posti's liability for damages is limited to the tax-free value of the faulty service task. This does not affect the consumer's statutory rights.

## 9.5. Right to compensation

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

The right to compensation transfers to the recipient after the recipient has received the postal item.

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.

## 10. Reclamations and statute of limitations

### 10.1. Reclamation periods for items and cash on delivery payments

Any reclamations 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/loss, or erroneous payment of or the failure to pay a cash-on-delivery sum. Unless otherwise indicated, a reasonable amount of time usually refers to 30 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.

A delay in filing the reclamation may complicate the investigation of the matter or result in the forfeiture of the right of action.

Posti shall have the right to charge a fee for investigation work attributable to the Customer's own neglect or mistake.

### 10.2. Periods of statute of limitations

#### Domestic postal items:

The right to compensation shall be forfeited unless the complaint is delivered to Posti in writing **within one year** or, if the damage is caused intentionally or through gross negligence, **within three years** of

- 1) Posti's transport liability pursuant to these Delivery Terms having terminated, if the claim is based on damage to the items or the partial loss of the content, or the delay of its delivery; or
- 2) Posti having replied to an inquiry concerning a tracked item that the item has disappeared, or of when the disappearance of an untracked item should have been noticed. Unless otherwise indicated, Posti considers that the disappearance of an untracked item should be noticed within eight days of dispatch.

#### International postal items:

The sender must make queries regarding an item **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** of having received a reply to the query.

#### Other items:

Pursuant to the Act on Road Transport Contracts, a claim for damages must be instituted no later than **within one year** or, if based on intentionality or gross negligence, **within three years**. This deadline shall begin from



- 1) the date of delivery when goods are missing or damaged, or delivery was delayed;
- 2) within thirty days of the agreed delivery date when the goods are missing, or within sixty days of 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 months of dispatch.

## 11. Remedies available to the customer of Posti

### 11.1. Appeal to an administrative authority

The Finnish Communications Regulatory Authority (FICORA) supervises compliance with the Postal Act. A matter may be brought before FICORA by the person whose interest or obligation the matters pertain to or by the postal company.

A party dissatisfied with the mailbox location assigned by Posti may bring the matter before the municipal building supervision authority. Decisions of FICORA and the municipal building supervision authority may be appealed as provided in the Administrative Judicial Procedure Act (586/1996).

### 11.2. Contesting based on civil law

Disputes concerning the contractual relationship or liability for damages will be resolved by the District Court of Helsinki.

A consumer customer may take legal action at the general district court of the consumer's place of residence. Consumer customers may also submit the dispute to the Consumer Disputes Board.

## 12. Registration of item information and item handover

Posti has the right to register information concerning senders, recipients and items, as well as persons signing for items, in the datasytem used to track transports. The item registration information can be checked at Posti's Item Tracking using the unique item ID.

## 13. Other terms and provisions

Posti shall be released from compliance with the obligations under the agreement and its obligation to pay damages in case of force majeure situations, such as strikes, lockouts, other industrial action, accidents, measures by authorities and other circumstances that could not be avoided by Posti and the consequences of which could not be prevented by Posti.

Posti will make every effort to deliver its 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, the functioning of society, health, public safety or other similar factors.

## 14. Validity of the Delivery Terms

These General Delivery Terms shall enter into force on September 1, 2021 and will remain in force until further notice. These Terms replace the General Delivery Terms that took effect on January 1, 2017.

Posti has the right to change these Delivery Terms or its service terms and instructions. New Delivery Terms and/or service terms will be announced at the latest one month prior to their entry into force. The Delivery Terms and instructions are available on Posti's website [www.posti.fi/terms](http://www.posti.fi/terms) and from customer service.