



# **Product Terms for Franking Machine**

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# Contents

<b>Product Terms for Franking Machine.....</b>	<b>3</b>
1. General.....	3
2. Service activation.....	3
2.1 Liabilities concerning the use of the Machine.....	3
2.2 Activation.....	4
3. Service terms.....	4
3.1 Payment marking of postal items.....	5
3.2 Submitting items to Posti for transport.....	5
4. The Machine's operating asset payment and top-up.....	5
4.1 Exceptional top-up.....	5
5. Machine locking.....	6
6. Machine transaction breakdown.....	6
6.1 Product monitoring.....	6
7. Refund for postmarking errors.....	6
8. Inspection of Machine use.....	7
9. Maintenance.....	7
10. Termination of the right of use.....	7
10.1 Refund for the operating assets in the Machine.....	8
10.2 Operating assets in the Machine are not refunded.....	8
10.3 Posti's right to terminate the Service if the Machine or Service has not been used in the last 12 months.....	8
11. Entry into force.....	8

# Product Terms for Franking Machine

## 1. General

These product terms apply to the franking machine service of Posti Distribution Ltd (Business ID: 0109357-9) (hereinafter “Posti”). Service activation is agreed with the Customer in writing. In addition to these product terms, the service is subject to the valid product terms and Posti’s general contract terms for corporate customers. The valid terms are available at [posti.fi-site](https://posti.fi-site).

The franking machine service (hereinafter “Service”) refers to a service where Posti’s contract customer (hereinafter “Customer”) uses an Posti-approved franking machine (hereinafter “Machine”) to pay for postal and other items.

The Machine can be used to pay for Posti’s separately specified services.

In the Service, it is not possible to ignore or go beyond the service-specific terms of Posti’s services.

## 2. Service activation

In the Service, the Customer uses the Machine included in the Service to pay for the postage and transport fees of items. Using the Service requires that the Customer obtains the Machine from its importer or other franking machine supplier and request Posti transaction code from Posti to use the Service. The Customer is liable for the acquisition, operation and maintenance of the Machine and for any costs arising from thereof.

In addition, using the Service requires that the Machine type is approved by Posti and that the Machine can be connected to a top-up center approved by Posti and included in Posti’s system.

Information about Posti-approved Machine types can be obtained from Machine importers or maintenance companies and retailers authorized by them.

### 2.1 Liabilities concerning the use of the Machine

**The Customer** is liable for abiding by these product terms, for using the Machine and for any misuse of it.

**The Machine importer or supplier** is liable for the Machine and its features, the maintenance of the top-up system and the Machine, the costs, functionality, features, the Machine top-up technically, and provides information about the details of top-up.

The importer or supplier of the Machine is also liable for other products or services of theirs, such as price memories, the correctness of product tracking to the extent in which it is in the systems maintained by the importer, for mailing scales and mailing supplies and their maintenance

**Posti** is liable for its services as per the product and contract terms, and for the transfer of operating asset information for importers' top-up centers. Posti is not liable for damage caused by using the Machine, the Machine's features, functionality or errors, or for not being able to use the Machine as per these product terms. Posti is not liable for damage caused by the Customer, the Machine supplier or importer, or third parties.

## 2.2 Activation

Prior to Service activation, the Machine supplier must notify Posti of Machine acquisition with an electronic sales notification, based on which Posti will send the Customer a written order confirmation. A contract as per the order contract is established when the Customer approves the order confirmation.

Posti provides the Customer with an activation notification which has the information concerning the payment of advance payments, such as the reference number and Posti's bank details.

The Posti transaction code needed for using the Service are created for the Customer (if this is a new customer for whom said credentials have not been created before this).

## 3. Service terms

The Machine is used for paying postage and transport fees, and to charge the agreed services from the operating asset account as per these terms. In addition, other fees included in the Service can be charged from the Customer's operating asset account, such as the fee for supplying a printed transaction breakdown and product monitoring report. These operating asset account charges are always agreed separately with the Customer.

The location address of the Machine must be in Finland, excluding Åland. The Machine must be kept in the location address specified in the contract.

The Customer must immediately notify Posti Customer Service of any changes concerning the Machine's location of use, the user's name, contact details and address.

A change in the Customer's business name must be notified to Posti in writing.

The right to use the Machine may only be transferred to a third party with Posti's written consent. Transferring the right to use the Machine must be notified to Posti in writing. The notification must indicate what will be done to the financial assets on the Machine's account and in the Machine.

The prices of mailing items paid with the Machine and other fees related to using the Machine are based on Posti's valid franking machine price list. Posti is entitled to change the Service prices, price lists and their determining basis as per Posti's general contract terms. The Customer shall ensure that the price memory in the Machine conforms to the valid franking machine price list and that the Machine functions flawlessly.

The Customer is liable for correctly, as per the Service, producing the postage and transport fee value marking on the item or in a label attached onto the item, and for a correct mailing date postmark.

The Customer is liable for producing the markings and address cards required for the item.

At the Customer's own expense, the Customer obtains the necessary changes to the value postmark from the Machine importer or the importer's representative.

### **3.1 Payment marking of postal items**

Postages are always postmarked at VAT-inclusive prices as per Posti's valid price list. The size and shape of the postmark impression is confirmed by Posti. The impression color agent must be approved by Posti and all text of the postmark must be clearly distinguishable in it.

A postmark that has been torn or cut off is not an acceptable payment.

Posti has the right to refuse to transport underpaid items.

Underpaid mail items are handled and priced according to Posti's Tariffs for Franking Machine valid at that moment. If this results in additional work or other costs, Posti shall be entitled to charge from the Customer a handling fee as per the Tariffs and/or the costs incurred.

### **3.2 Submitting items to Posti for transport**

Items are submitted to Posti's service point by the deadline specified, or the mailing item is picked up as per a separate pick-up service contract. The pick-up service is subject to fees as per the contract or price list. A small number of letter items can also be submitted to a mailbox.

## **4. The Machine's operating asset payment and top-up**

In advance, the Customer pays a sum as per their usage needs to the account notified by Posti for topping up the Machine.

The payment can be made in Posti's Service Portal or as a reference payment, in which case the device-specific reference number supplied by Posti must be used in the payment.

The Customer tops up the Machine operating assets with their intended sum, which is, however, limited to the sum on their account. When the assets have run out, the Machine will be automatically locked.

The Machine's usage data is automatically transferred to Posti upon each instance of top-up. The Customer must ensure that a regular connection has been established with the Machine to the top-up center so that Posti obtains the necessary usage data and the Customer receives the Machine's transaction breakdown.

### **4.1 Exceptional top-up**

If the Customer has an exceptional top-up right, they may top up the Machine with a maximum of the credit limit specified in the contract appendix.

The Customer must pay the exceptional top-up to the account (notified by Posti) within five (5) business days from performing the exceptional top-up.

An exceptional top-up may be performed only once sequentially and it cannot be performed as the first top-up of the Machine.

Posti reserves the right to charge a separate service fee for the exceptional top-up. Posti reserves the right to change the terms of use for exceptional top-up.

## **5. Machine locking**

The Machine will be locked automatically without a separate notification if the Machine has not been topped up in two (2) months.

The Machine cannot be used until it has been topped up.

A sufficient top-up measure is to perform a “zero top-up” or a balance query on the Machine.

## **6. Machine transaction breakdown**

The Service includes an electronic transaction breakdown, submitted to the Customer once a month.

The breakdown includes the Machine’s payment and top-up transactions and the product monitoring report (if the Machine is compatible with the product monitoring feature).

The breakdown is not created if there are no payment or top-up transactions.

### **6.1 Product monitoring**

Product monitoring means that the Customer may monitor the number and total sum of products paid for with the Machine. Product monitoring requires that the Customer has scales connected to the Machine, a valid price memory, and top-up that takes place at least every two months, upon which product data is transferred to Posti. A zero top-up or a balance query (ask the Machine importer or supplier for more details) can also be used as top-up.

Specification data in product monitoring reports is gathered on the basis of product monitoring data from franking machines, and they are not directly comparable to the accounting and operating data maintained by Posti. For this reason, the product specification data may include mistakes not attributable to Posti. Posti is not responsible for their correctness.

## **7. Refund for postmarking errors**

The Customer is entitled to request Posti to refund for incorrect or unused postmarks by sending them to Posti. A postmarking error application must be prepared and attached to the erroneous postmarks. The application and the erroneous postmarks must be carefully packed in a single item to avoid damage to the item during transport.

There is no refund if the refund application does not meet the sum in euros specified in Posti's corporate price list, or the application includes the refund of payment value postmarks which are more than six months old.

Also, Posti does not refund the following postmarks:

- postmarks removed from envelopes and post cards
- postmarks removed from parcel items and cases if a sufficient part of the package is not included
- mirror images of postmarks,
- unclear and imperfect postmarks
- postmarks of undelivered items
- erroneous postmarks which cannot be verified

Posti reserves the right to charge a separate service fee for refunding erroneous postmarks.

## **8. Inspection of Machine use**

When necessary and without advance notification, Posti's representative is entitled to access the Machine's location of use to inspect the Machine and/or Service use agreed with Posti.

The inspection covers the Machine's condition and meter counts, and activity related to the Service. Upon the inspection, zero top-up is performed for a Machine with the product monitoring feature. When necessary, Posti's representative may require that the Customer delivers the Machine to the importer or the importer's authorized maintenance company for repair.

## **9. Maintenance**

The Customer must deliver the Machine to maintenance at their expense if it has such a fault which affects meter functionality, the readability of the postmark imprint, or other operational reliability.

It is not allowed to use a faulty Machine. If the Machine fails to meet Posti's requirements due to faulty functionality or other similar reasons, Posti reserves the right to ban the use of the Machine to pay for postage and transport fees.

## **10. Termination of the right of use**

The Customer and/or Posti is entitled to terminate the Service use with a notice period of one month.

If the Machine is used in violation of these terms, Posti may terminate the right of use and the Service contract with immediate effect.

The right of use can also be terminated or the Service deactivated as per the basis specified in Posti's general contract terms. The Service is deactivated upon terminating the right of use.

### **10.1 Refund for the operating assets in the Machine**

Once the Service use has stopped, the Customer must deliver the Machine and a written notice of termination to the importer or to the maintenance company authorized by the importer. The Customer is liable for the expenses. As specified by the Customer, the remaining operating assets are refunded to the bank account notified by the Customer or transferred to the operating assets of another franking machine of the Customer. The postage price list specifies the minimum sum in euros related to the bank account refund and other possible service fees related to refund.

If the Machine subject to the notice of termination has not been delivered for emptying by 12 months from the notice taking effect, the operating assets in the Machine are not refunded.

### **10.2 Operating assets in the Machine are not refunded**

Once the Service use has stopped, the Customer must submit a written notice of termination to Posti, which must clearly indicate that the Customer has no demands whatsoever in regard to any operating assets that may still remain in the Machine. The Customer must themselves ensure that the Machine is duly recycled. As specified by the Customer, the operating assets remaining in the Machine's account are refunded to the bank account notified by the Customer or transferred to the operating assets of another franking machine of the Customer. The franking machine price list specifies the minimum sum in euros related to the bank account refund and other possible service fees related to refund.

### **10.3 Posti's right to terminate the Service if the Machine or Service has not been used in the last 12 months**

If the Service has not been used and the Machine has not been topped up in the last 12 months, Posti is entitled to terminate the Service and the use of the Machine in writing without a notice period. If there still are operating assets on the Machine's account, the Customer is requested to specify a bank account for refund. If the Customer is not reached, Posti will deactivate the data of the Machine. When requested by the Customer, the Customer will get a refund for the assets remaining on the account of the Machine.

## **11. Entry into force**

These product terms shall take effect on January 1, 2023 and will replace the previously valid product terms for Posti's franking machine service. These product terms shall also apply to contracts signed before these terms became valid. Posti may change these product terms. The Customer will be notified of changes at least one month before they take effect ([www.posti.fi](http://www.posti.fi)).