



Product Terms for Contract-based Publication Delivery

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Product Terms for Contract-based Publication Delivery

1. Scope of application

These Product Terms are valid until further notice from January 1, 2025, and replace the earlier Product Terms for Contract-based Publication Delivery that entered into force on March 1, 2024. These Product Terms are applied in Finland by Posti Distribution Ltd (business ID: 0109357–9) (hereinafter “Posti”) in early-morning and weekend publication delivery.

In these Product Terms, “Customer” refers to any party that has concluded an agreement with Posti on contract-based publication delivery, such as a publication or a publisher of a publication.

The Customer is notified of any material changes to the service at least one (1) month before the changes take effect.

These Product Terms are appended to the delivery agreement between Posti and the Customer. In addition, Posti's General Contract Terms for Corporate Customers valid at the time, which are available on the posti.fi website, shall be observed in the service.

2 Early-morning and weekend delivery of publications

Early-morning delivery and weekend delivery referred to in contract-based publication delivery are a service portfolio consisting of various delivery services and the related geographical areas (delivery area). More detailed implementation of delivery is agreed with the main newspaper's publisher Customer for each delivery area. It is also possible for other newspapers published in the delivery area to be included in early-morning delivery as joint delivery newspapers. Early-morning delivery is intended for newspapers published at least 48 times annually, but this limit can be changed by separate agreement.

The items are delivered to the recipient in the selected and agreed geographical area within the target time agreed between the Customer and Posti to the addresses indicated by the Customer.

In the appendix to the delivery agreement, the temporal (time of day by which the delivery should be carried out) and productional service level (which addresses the delivery covers and the delivery points) of the deliveries are agreed with the Customer for different regions and days of the week.

2.1 Early-morning delivery

Early-morning delivery is a delivery service that is usually carried out in the early hours of the morning on all the common publication dates of publications. The service level of the delivery area is agreed in an agreement between the main newspaper in the region and Posti. The deliveries are made to the agreed addresses with the help of the deliverer's electronic delivery book, and delivery generally ends in the morning, at a time agreed with the main newspaper in the region. The use of the service

involves the obligation of the Customer to provide the advance information for the deliveries to Posti's production management system in the agreed manner.

In early-morning delivery, the delivery methods of publications are delivery to the mailbox or slot and delivery to a pickup point.

2.1.1 Advertising and marketing items in early-morning delivery

The customer can order inserts to be delivered in between the publications, advertisements to be delivered separately with the publication or maximum reach deliveries by using a separate order form. Orders are entered in the order of arrival into Posti's ordering book. However, the availability of the service varies regionally and is based on the delivery model used in the area and the delivery capacity.

In early-morning delivery, delivery is carried out together with the ordered magazine, so that the temporal and productional service level is determined by the ordered publication. Advertising and marketing items delivered separately from the publication and maximum reach deliveries are not available in areas where the items are delivered to a pickup point.

2.1.2 Delivery quality monitoring

Early-morning delivery also includes quality monitoring of the publication delivery and, if agreed, on-call delivery service for subscribers. The appendices to the delivery agreement include agreements on contingency plans in case of possible production disruptions.

2.2 Weekend delivery

Weekend delivery is a delivery service that, if agreed, is carried out on weekends to all or some of the addresses that fall outside the early-morning delivery areas on weekdays, in other words addresses where the newspaper is delivered on weekdays with daytime delivery. The deliveries are made on the basis of name and address information to the agreed addresses.

3. Agreeing on the delivery service

The use of the delivery service is always subject to a separate delivery agreement, the appendices of which agree on the delivery area, service level, electronic data transmission (publisher–Posti), production disruptions, prices, terms of payment, possible transport, price increase periods and the basis for calculating price increases.

3.1 Agreeing on the delivery days

The regular weekly and annual publication dates of the publication are agreed between the Customer and Posti for the following calendar year. Delivery days are agreed by calendar year with the customer by the end of October (Oct 31) of the previous calendar year. Changes to regular publication dates shall be provided by calendar year by the end of June (June 30) of the previous calendar year, unless agreed otherwise by contract.

Example: a newspaper published regularly seven days a week changes its publication frequency from seven to six days a week. Posti must be notified of the change by the end of June (June 30) of the previous year at the latest.

During weeks having public holidays, all contract-based delivery publications follow the delivery days of the main newspaper in the region. If the main newspaper is not published on one day, no other publications in the area will be delivered either.

The delivery of publications that are published during irregular publication dates (holidays) is postponed to the following common delivery day. Holidays may refer to public holidays or the weekdays after. Irregular dates are defined in a separate price-date calendar.

3.2 Agreeing on the delivery area

The delivery areas used by the Customer shall be agreed in the delivery agreement.

Early-morning delivery and weekend delivery form their own regional entities, called pricing zones.

A pricing zone is the geographical area in which Posti provides the delivery service in question. Pricing zones are separated by delivery IDs. The delivery ID includes the specified delivery routes and addresses in the delivery routes (street register).

3.3 Agreeing on the delivered items

In early-morning delivery of publications, publications and their supplements, bundles and separately delivered advertising and circulation marketing items are delivered with the above restrictions. In weekend delivery of publications, publications, their supplements and bundles as well as advertising and circulation marketing items delivered separately are delivered (excluding pickup points). One or more publications can be delivered simultaneously.

Items delivered in early-morning and weekend delivery of publications are agreed separately in writing in the delivery agreement. Advance information on the delivered items must be provided in the manner specified in section 4.

4 Advance information of delivered items and its provision

Posti delivers the publications unaddressed (without the recipient's name and address information printed on the magazine) using an electronic delivery book.

The temporal and productional service level in contract-based delivery can only be achieved if Posti receives the delivery addresses well in advance through Posti's electronic ordering channel. The Customer must book advertising and marketing deliveries via Posti's ordering book no later than five (5) days before the delivery time.

In the case of unaddressed delivery, the Customer shall electronically provide the information on the subscribers of the publications and their addresses by delivery day into Posti's system. Changes in the subscription information of a publication (start/end) must be submitted electronically by the Customer no later than the day before delivery.

The criteria and time limits for submitting advance information are described in more detail in the delivery agreement.

5 Leaving items for delivery

The items must be bundled according to Posti's instructions. The items bundled in accordance with the instructions must be delivered to the delivery points by the time specified in the agreement at the latest.

If the items to be delivered have not been delivered to the delivery point in accordance with the instructions, Posti shall not be responsible for the implementation of the agreed service level or for delays in delivering the items or for other damages related to the incorrect delivery of the items. In addition, Posti shall charge a waiting fee for any extra costs incurred.

6 Delivering items to recipients

The items are delivered to the recipient in the selected and agreed geographical area within the target time agreed between the Customer and Posti. The items shall be delivered to the agreed delivery points or pickup points according to the address or target group information provided by the Customer.

An item is considered delivered to the recipient customer once it has been taken to the agreed delivery point or pickup point. If the recipient customer has no box/slot and the publication cannot be delivered, the undelivered publications are taken to paper recycling.

6.1 Delivery of advertising and circulation marketing items

Advertising and circulation marketing items that are delivered separately from the publication are only delivered in early-morning delivery areas that include deliveries to mailboxes or slots, observing the restrictions in section 2.1.1. If agreed separately, deliveries can, by the Customer, be targeted to subscribers or non-subscribers of the publication or to each household in the area.

Advertising and circulation marketing items are delivered to households with an advertising ban only if they are delivered in between the pages of the publication. Leftover items are not returned.

7 Additional services for contract-based deliveries

The Customer and Posti may negotiate additional services for contract-based delivery. The additional services are priced separately and invoiced based on usage.

7.1 Additional delivery round

An additional delivery round may be agreed in individual cases where, due to production reasons, the Customer's desired mailing batch cannot be delivered at the temporal and production service level of the normal delivery round.

The Customer shall negotiate and agree with Posti on additional delivery rounds well in advance of the implementation date.

7.2 Transport related to contract-based publication delivery

As a separate service, Posti offers transport related to early-morning and weekend delivery of publications, where the publications are delivered from the printing company to Posti's delivery starting points. The products transported, the scheduled pickup time and location and the delivery time and location are defined in a separate transport agreement concluded with the Customer. The transport rates are subject to a separate agreement.

7.3 Bundled contract-based delivery items

This service is intended for the delivery of regularly delivered bundles to the same recipient in previously agreed delivery points by the agreed time. The service is provided in connection with contract-based publication delivery.

In the newspaper product agreement, the Customer and Posti shall agree on the delivery days and drop-off locations for bundled items. The items are to be delivered unopened to the recipient's address indicated on the bundle.

7.4 Preparation for production disruptions

If there is a disruption not attributable to Posti that relates to printing production (such as a delay in production), Posti shall, to the extent possible, prepare to handle delivery even in the exceptional circumstances (except in situations related to a force majeure). The additional costs of providing the service (such as compensation for waiting times in delivery) during these production disruption situations will be invoiced to the Customer separately. Posti cannot guarantee the realization of the temporal service level of delivery in these situations.

8 Action in case of disruptions

Successful delivery without disruptions is the common goal of the Customer and Posti. Nonetheless, disruptions may occur during the production phase preceding delivery, during delivery or by deviating from the agreed operating models. The Customer and Posti shall agree on the operating models to be used in the delivery agreement in order to address potential disruptions.

The costs of rectifying the disruption caused by the Customer's actions shall be invoiced to the Customer.

Posti shall rectify disruptions resulting from Posti's own actions free of charge (force majeure situations are examined separately). If the subscriber does not receive their publication, Posti will deliver a copy in accordance with the agreed schedule in the area, if the Customer has delivered spare copies for delivery.

9 Pricing of contract-based deliveries

The price of the items and services delivered in contract-based delivery shall be agreed between the Customer and Posti by pricing zone.

9.1 Price adjustment

Prices are adjusted based on any changes in taxes and similar official payments, volumes, payroll costs and other costs affecting pricing, procedures separately agreed upon in the contract as well as based on the changes in conditions mentioned below.

Changes in delivery costs based on changes in taxes and similar official payments, payroll costs, volumes or other costs affecting pricing are applied to the delivery prices according to a cost-based principle starting on when they take effect. The calculation criteria for price changes and the new delivery prices are provided to the customer and reviewed together at least one (1) month before the changes take effect, if possible.

9.2 Changes in conditions

The temporal and/or productional service level is influenced by, among other things, changes in publication titles, volumes, size of the delivery area and regional delivery methods. The changes are reviewed with the Customer at least one (1) month before they take effect.

10 Provision of invoicing information, invoicing and terms of payment

10.1 Provision of invoicing information and invoicing

The collection of invoicing information and invoicing for items delivered in Posti's contract-based delivery is primarily carried out on the basis of the information extracted from Posti's production management system.

The invoicing information consists of subscriber information provided to the system per publication, along with the type of subscription, the publication dates of the publications as well as products recorded in the advertisement and marketing ordering book that are delivered separately as well as the appendices and inserts contained inside the publication.

If the Customer uses an incorrect delivery ID, invoicing is directed to a data transfer error. Publications directed to a data transfer error are invoiced at the data transfer error price, which includes the additional costs incurred by Posti for correcting the invoicing error.

10.2 Invoicing and terms of payment

The invoicing and payment terms are determined according to the customer contract between the Customer and Posti. Other additional work is charged separately according to the costs incurred.

Posti may charge an additional fee for tasks that are not included in the service and that are due to a reason beyond Posti's control, such as correcting an invoice.

11 Responsibilities and obligations

11.1 Posti's liability

Posti is responsible for delivering the publications and other agreed items delivered to the delivery points in the agreed delivery area in accordance with the service level agreed with the Customer.

Posti is responsible for updating the electronic delivery book used based on the information submitted to the data system specified by Posti.

Posti is responsible for the delivery arrangements, the supervision of the delivery work and delivery disruptions in the manner contractually agreed with the Customer.

11.2 Customer's liability

The Customer is responsible for the accuracy of the subscriber information and invoicing information provided to Posti as well as for mailing publications and other delivered items in accordance with Posti's instructions. The Customer shall be responsible for using and maintaining Posti's street register data in its own data systems. The street register data may only be used for the agreed purpose (to form bundles directed to the Posti process). The use of the register for any other purposes is prohibited.

The Customer is responsible for ensuring that the products to be delivered are delivered to the delivery starting points by the agreed time.

If a publication or other product sent by the Customer has damaged other items, the Customer is liable for the damage caused to the items and Posti.

11.3 Liability for damages

Posti's liability for damages arising from services in accordance with these Product Terms is limited to returning the delivery or service price for faulty or delayed delivery service. Posti has the right to correct the faulty or delayed service primarily by means of a substitute service.

In accordance with the Finnish Act on Road Transport Contracts, the maximum compensation for a delay is the transportation charge, and for a damage or a loss, EUR 20 per kilogram of the item.

Unless otherwise agreed in the agreement concerning contract-based publication delivery or these Product Terms, the Customer's and Posti's liability for damages are determined in accordance with Posti's General Contract Terms.

11.4 Terminating the contract

Contract-based deliveries may be terminated by either contracting party with a notice period of six (6) months, unless otherwise agreed in a separate agreement.

12 Entry into force of the Product Terms

These Product Terms enter into force on January 1, 2025, and will remain in force until further notice. Posti reserves the right to amend the Product Terms and services. The Customer will be informed of any amendments to the Product Terms at the latest one (1) month before their entry into force.