



# General Contract Terms

06 June, 2025

## Table of contents

|                                                                             |    |
|-----------------------------------------------------------------------------|----|
| 1. Scope of application .....                                               | 3  |
| 2. Definitions.....                                                         | 3  |
| 3. Service Provision .....                                                  | 3  |
| 4. Use of the Service .....                                                 | 3  |
| 5. Prohibited shipments .....                                               | 4  |
| 6. Personal data .....                                                      | 4  |
| 8. Prices and payment.....                                                  | 5  |
| 9. Prepayment and security.....                                             | 5  |
| 10. Online services and electronic Services .....                           | 6  |
| 11. Non-disclosure obligation and confidentiality of data .....             | 6  |
| 12. Liability for damages .....                                             | 6  |
| 13. Business Customer's obligations .....                                   | 9  |
| 14. Liability for the actions of subcontractor or equivalent operator ..... | 9  |
| 15. Force majeure .....                                                     | 9  |
| 16. Complaints and statute of limitations .....                             | 10 |
| 17. Dispute resolution.....                                                 | 10 |
| 18. Suspension or closing of Services .....                                 | 10 |
| 19. Termination of the agreement .....                                      | 11 |
| 20. Transferability .....                                                   | 11 |
| 21. Order of precedence of Contract documents.....                          | 11 |
| 22. Other terms and conditions related to the Contract's validity .....     | 12 |
| 23. Other terms and conditions .....                                        | 12 |
| 24. Entry into force of General Contract Terms .....                        | 12 |
| APPENDIX General terms and conditions of delivery services.....             | 1  |

## GENERAL CONTRACT TERMS 06 June, 2025

### 1. Scope of application

1.1. These General Terms and Conditions ("Terms") govern the provision of SmartPosti's logistics, postal, and related services ("Services") to business customers ("Business Customer"). By using the Services, the Business Customer agrees to comply with these Terms.

1.2. SmartPosti and the Business Customer may enter into additional agreements governing specific Services. In the event of any conflict between these Terms and a separate agreement, the provisions of the separate agreement shall prevail.

1.3. These Terms apply exclusively to Business Customers and do not cover services provided to consumers.

### 2. Definitions

**SmartPosti** – "SmartPosti" OÜ, registration code 10891224, registered at Harju maakond, Rae vald, Lehmja küla, Loomäe tee 13, 75306, and/or, UAB "SmartPosti", registration code 110883051, registered at Vilnius, Pirklių g. 5, LT-02300 and/or SIA "SmartPosti", registration number 40003567822, registered at 24 Dzirnīku street, Marupe, Marupe district, Latvia, LV-2167.

**Business Customer** – A company or legal entity utilizing SmartPosti's services.

**Contract** – The agreement between SmartPosti and the Business Customer, including these Terms, price lists, and any supplementary agreements.

**Services** – Any delivery, warehousing, sorting, transportation, and related services provided by SmartPosti. The Services are described in more detail in the Contract and/or on SmartPosti's website of the respective country.

**Force Majeure** – Any event beyond SmartPosti's reasonable control, such as natural disasters, labor disputes, or regulatory changes.

**SDR (Special Drawing Rights)** – An international monetary unit defined by the International Monetary Fund. Current Special Drawing Rights (SDR) rates can be found on the International Monetary Fund's (IMF) official website [Currency units per SDR for November 2016](#).

**Service Specific Terms** are SmartPosti's conditions and descriptions concerning the Services of SmartPosti, including any applicable personal data processing agreements.

### 3. Service Provision

3.1. SmartPosti agrees to provide Services with reasonable care and diligence in accordance with industry standards and applicable laws. SmartPosti may use the offices and production locations, service or delivery models or methods as well as its technologies available at a given time

3.2. SmartPosti reserves the right to refuse to provide Services if the Business Customer is in breach of these Terms or applicable laws.

3.3. If changes are made to the agreed content, implementation method, or schedule of a Service, SmartPosti may charge for any additional costs incurred. These costs may be invoiced separately or through a price adjustment. Additionally, SmartPosti reserves the right to modify the delivery time or other relevant terms as necessary.

3.4 The Business Customer must ensure that all shipment information provided is complete and accurate. Any incorrect information may lead to additional charges, delays, or non-delivery, for which SmartPosti is not liable.

### 4. Use of the Service

4.1. The Business Customer agrees to abide by the Contract and Terms, including SmartPosti's instructions on the use of Service. The Business Customer may be provided with credentials for the use of the Service.

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

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

## **5. Prohibited shipments**

5.1. It is prohibited to send the following objects and goods with SmartPosti services:

5.1.1. perishable biological substances and infectious substances;

5.1.2. radioactive, explosive, caustic, toxic or inflammable substances or substances sensitive to cold;

5.1.3. articles or substances, which may soil or damage other shipments or handling equipment due to their nature or packaging, including containers filled with liquids if such items are not closed in a leak-proof manner and not packaged in materials that are shatter-proof;

5.1.4. money, bank cards, coins in circulation, securities, bonds, precious metals and stones;

5.1.5. identity documents, travel documents, permits or documents giving a special status;

5.1.6. living plants, animals, birds, fish;

5.1.7. sharp items without special packaging;

5.1.8. narcotic drugs and psychotropic substances;

5.1.9. ammunition and weapons.

5.1.10. materials of a pornographic or erotic nature describing or depicting sexual exploitation of children (child pornography), sexual acts of human beings involving animals, necrophilia or violence of pornographic nature;

5.1.11. articles or substances, importation or circulation of which is prohibited in the countries of dispatch or destination;

5.2. SmartPosti does not assume any liability for Shipments of prohibited content

5.3. SmartPosti has the right to suspend any further delivery of Shipments of prohibited content and destroy the Shipments that pose a risk to the health, property or environment of the employees of SmartPosti or that of third parties and to other Shipments.

5.4. The Sender must compensate for any damage and costs incurred in connection with Shipments that contain prohibited substances or do not comply with packaging requirements.

## **6. Personal data**

6.1. Any personal information (such as name, address and telephone number) related to the Services is processed in accordance with the applicable legislation in order to provide the Services and manage, analyze and develop SmartPosti's customer relationships, for invoicing, preparing statistics and reporting as well as for informing about and marketing services of SmartPosti and its' affiliates. The information can also be processed for ensuring the information security of the Services, to detect, prevent, and investigate misuse or defects, and to develop the operations and services of SmartPosti. SmartPosti is the controller in the case of most Services, but in certain Services, it is the processor of personal data.

6.2. In order to be able to efficiently provide Services to Business Customers, SmartPosti may use affiliated companies or subcontractors for the production of the service. Due to the technical processing of data, some of the data may be physically situated on external subcontractor servers or hardware, through which they are processed via a technical remote connection. Personal data may in such cases also be transferred to countries outside the European Union or the European Economic Area. Transfers of data shall be carried out using methods of transfer in accordance with applicable legislation.

6.3. The Privacy Policy, which forms an integral part of the Terms, can be found here [Privacy policy | SmartPosti Latvia](#), [Privacy policy | SmartPosti Lithuania](#), [Privacy policy | SmartPosti Estonia](#).

## 7. Changes

7.1. SmartPosti shall have the right to change the terms of Contract, the content of Services, the contents and pricing of Services as well as any instructions pertaining to the use of Services. The changes are announced on SmartPosti website or separately e.g. via e-mail. Continued use of the Services shall be deemed as acceptance. The changes are announced on SmartPosti's website or separately, e.g. via e-mail.

7.2. The Business Customer for on-going Services shall be notified of any changes with a material effect on the Service at least one month in advance separately, e.g. via e-mail, and/or on the website. Should the Business Customer fail to accept a material change in the Contract, the Business Customer may terminate the Contract to end before the entry into force of the change. If the Business Customer shall not terminate such on-going Contract, it shall be deemed as acceptance of the changes.

7.3. SmartPosti may also introduce new Services, subject any previously free Services to a charge, and/or discontinue Services or parts thereof.

7.4. The Terms and service specific terms in force at any given time are available on SmartPosti 's website.

## 8. Prices and payment

8.1. Unless otherwise agreed upon in the Contract with Business Customer, the prices of the Services shall be determined in accordance with the price lists and additional charges of SmartPosti applicable at any given time. Any indirect taxes or other cost increases and/or changes due to legislation or official measures accordingly increase prices for Business Customer without separate notices thereof, starting from the date on which they take effect.

8.2. For invoiced Services, payment is due within fourteen (14) days from the invoice date. Unless agreed otherwise, the invoice is issued after the Service is provided. If payment is delayed, SmartPosti will charge late payment interest and a collection fee as per applicable laws. The standard late payment interest rate is 0.02% per day of delay.

8.3. All invoice items less than the minimum amount quoted in SmartPosti's price lists for Business Customers are subject to an invoicing charge, the amount of which is announced separately. SmartPosti may transfer the receivable to be collected by a collection agency at the Business Customer's expense.

8.4. Any reminders concerning invoices shall be made within seven (7) days of receiving the invoice and no later than by the due date of the invoice. Reminders, clarification requests and demands pertaining to invoicing shall also be subject to the relevant provisions on the applicable legislation.

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

8.6. SmartPosti may charge the Business Customer for costs due to an unreasonable complaint or unjustified investigation or an investigation due to the Business Customer's negligence.

8.7. With regard to freight (if any) and warehousing, SmartPosti has a lien and the right of retention on the Business Customer's goods SmartPosti is in possession of as collateral for all receivables due to Posti Group from the Business Customer. SmartPosti shall have the right to sell goods at the same value as the amount of the receivables if the Business Customer fails to pay their overdue invoices after reasonable reminder by SmartPosti.

8.8. SmartPosti may charge a separate handling fee in according to the price list in the event SmartPosti is required to repack or correct the packaging of the shipment.

## 9. Prepayment and security

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

Unless otherwise agreed,

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

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

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

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

## **10. Online services and electronic Services**

10.1. SmartPosti may offer online channels for the use of Services as well as electronic Services. The Business Customer shall follow SmartPosti's instructions on the use of the channel. The Business Customer shall be responsible for the information provided, and the information may be used as the basis of invoicing.

10.2. SmartPosti shall have the right to temporarily suspend the use of electronic channels or Services due to change and repair works or reasons related to information security, amongst others, and SmartPosti shall not be held liable for any damages due to the interruption. SmartPosti aims to minimize the inconvenience caused. SmartPosti shall give prior notice of such suspensions if this is possible with reasonable effort.

## **11. Non-disclosure obligation and confidentiality of data**

11.1. The contracting parties shall maintain the confidentiality of the terms of the Contract as well as any professional or trade secret, or other information and data of a confidential nature of which the contracting parties become aware concerning the counterparty, the counterparty's customers or other third parties. The non-disclosure obligation shall remain effective after the termination of the Contract as long as the information is considered confidential.

11.2. Notwithstanding the non-disclosure obligation, SmartPosti may, however,

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

11.3. SmartPosti shall handle all data and materials related to the Service with confidentiality.

11.4. The Business Customer shall share information necessary for the Service's implementation with its subcontractor or partner.

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

## **12. Liability for damages**

### **12.1. Verification of loss or damage**

SmartPosti is liable for damages only if its representative has had the opportunity to inspect the loss or damage and if the damage resulted from something within SmartPosti's responsibility. In cases of delivery damage, the shipment must typically show visible external damage (that was not present before the Service was provided) or there must be other clear evidence that the damage occurred while the items were under SmartPosti's responsibility. SmartPosti is not liable for damages resulting from improper packaging, natural deterioration of goods, force majeure events, or any circumstances beyond its control. The claimant is responsible for providing sufficient evidence of the existence, extent, and value of any claimed damages.

### **12.2. Compensation for damage**

Damages are based on the actual loss or damage, and the claimant must provide evidence of the harm suffered. Compensation may be granted for property damage and related costs, subject to applicable limitations.

Property damage includes direct, immediate, and material loss. Related costs refer to necessary and immediate expenses incurred to prevent, contain, or repair the damage, or other directly related measures.

Compensation may be adjusted based on equity if the injured party has contributed to the damage.

If SmartPosti fully compensates for the value of any goods, ownership of those goods transfers to SmartPosti upon request.

## 12.2. Limitations of liability

SmartPosti is not liable for any indirect or consequential losses, such as lost income, profits, or other financial damages, nor for losses incurred by third parties.

Compensation is not provided for replacement purchases or items with collectible, antique, or other special value.

SmartPosti is exempt from liability if it can prove that the loss or damage resulted from an event it could not avoid and whose consequences it could not prevent. SmartPosti is also not responsible for delays if it was unable to deliver the item in accordance with its terms and conditions.

### SmartPosti is not liable for damages caused by:

- Actions or negligence of the Business Customer, their representatives, or third parties;
- Service interruptions, delays, malfunctions, or losses caused by the sender, Business Customer, third parties, or government officials, including their services, software, devices, or data communications;
- Technical failures, disruptions, service breaks, or installation work affecting information networks, systems, or data connections, leading to delays, modifications, or data loss;
- Free services, products, or applications (if applicable);
- Handling, loading, transportation, or unloading performed by the Business Customer, their representatives, or third parties;
- An item's inherent tendency to be damaged, including breakage, leaks, spontaneous combustion, decay, corrosion, fermentation, vaporization, or sensitivity to temperature or humidity;
- Missing or inadequate packaging, wrapping, or covering;
- Inadequate or incorrect labeling under the Business Customer's responsibility;
- Deliveries that pose a hazard or risk of damage due to their contents;
- Insufficient or inaccurate information regarding an item.

SmartPosti reserves the right to invoke applicable legal and contractual limitations of liability, even if a claim is not explicitly based on such provisions but could have been.

Where applicable, SmartPosti may choose to provide a substitute service as compensation for a faulty or delayed service.

## 12.3. Liability for damages according to the Service

SmartPosti's liability and compensation obligations are defined:

- For the postal services in accordance with the mandatory legislation applicable in the country where the Service is provided and in accordance with industry practice.
- For the transportation of goods, in accordance with the mandatory legislation applicable in the country where the Service is provided.
- In the Contract, as agreed between the parties.

For delivery and warehousing Contracts, including any additional services, SmartPosti's total liability (including loss and damage) is limited to the value of three (3) months of the respective Service preceding the incident. If it is proven that a delay in the delivery of goods has caused damage to the Business Customer, SmartPosti is obliged to compensate for the damages to an extent not exceeding the delivery costs.

For all other services, SmartPosti's total liability for damages is limited to the tax-free value of the faulty service task.

### 12.3.1. Postal services and Transportation of parcels<sup>1</sup>:

<sup>1</sup> Postal services and Transportation of parcels is SmartPosti's parcel business that refers to the delivery of parcels—primarily e-commerce and personal shipments—via a network of automated parcel machines and couriers, operating under defined weight and size

SmartPosti is liable for loss or damage of the Shipment in accordance with the CMR Convention, up to 8.33 SDR per kilogram of the gross weight of the lost or damaged shipment, except in cases where Postal Parcel, Home Parcel, Express Parcel, SmartPost, Smartcourier services, Parcel Connect Baltics, or Express Business Day Parcel shipments are used within the Baltic countries (Estonia, Latvia, Lithuania) and Finland, where the liability is limited to €500 (maximum compensation amount) per Shipment.

### **12.3.2. Transportation:**

#### **Domestic goods**

In the case of domestic transport of goods, the damage is compensated based on actual damage, however with maximum compensation of SDR 8.33/kg in the event of loss of or damage to the goods. In the case of domestic transport of goods, any proven direct damages caused by a delay are compensated in accordance with the mandatory applicable legislation.

#### **International goods**

In the case of international transport of goods, loss or damage to goods is compensated based on actual damage, however with maximum liability of 8.33 SDR/kg. In addition, country-specific exceptions may affect the availability and sum of the compensation. Delays are not compensated.

#### **Transport charges**

In addition to the compensation paid within the maximum compensation, the transportation charges paid to SmartPosti will be returned for the part corresponding to the error. If the loss or damage of an item is the result of force majeure for which no compensations are paid or if the return of the item to the sender is delayed by more than 14 days after the end of the storage period due to reasons attributable to SmartPosti, the sender shall be entitled to a compensation equal to the amount of the transportation charges.

More information on the maximum compensations is available on SmartPosti's website, in the Service Specific Terms or from the customer service.

### **12.3.3. Warehousing and other services:**

SmartPosti shall be liable for damage caused to the products during storage only if such damage was caused by an external impact resulting from SmartPosti's fault, error, or negligence. SmartPosti shall not be liable for any other damage to the products, including latent defects.

If SmartPosti is liable for compensation for any loss or damage to the products during storage, such compensation shall be limited to the value-added tax-free acquisition value of the affected products, up to a maximum of 8.33 SDR per kilogram of gross weight. Regarding the handling or transportation of the products SmartPosti's liability for compensation shall be limited to the Business Customer's verified cost of delivering the affected Products to the Service Provider's warehouse.

### **12.4. Right to claim the compensation (loss/damage)**

In the case of goods transport services, postal services and warehousing services the right to compensation lies with the Business Customer or the injured party in accordance with the Contract.

---

limits.

This service includes:

- Collection, transportation, and delivery of parcels up to a certain maximum size and weight (commonly compatible with parcel machine dimensions);
- Delivery to automated parcel machines (APMs) or directly to recipients via couriers;
- Operations conducted in Estonia, Latvia, and Lithuania, under various national classifications (e.g., postal services in LT & LV, and transport services in EE);

The parcel business does not include large freight, palletized goods, or specialized logistics services — it is focused on small to medium-sized parcel deliveries within the consumer and SME segment.



### 13. Business Customer's obligations

13.1. The Business Customer is responsible for ensuring that, based on an authorization or an equivalent engagement, it has the right to act on behalf of companies that apply the Contract.

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

13.3. If the shipments and/or data cannot be handled or processed in the agreed-upon way or as required by SmartPosti service due to Business Customer, SmartPosti shall inform the Business Customer of the fact and Business Customer shall correct the situation in accordance with SmartPosti instructions. If Business Customer does not make required changes, SmartPosti shall have the right to return or storage the items and/or materials, at SmartPosti's discretion, at the Business Customer's expense. The Business Customer shall be responsible for any extra costs incurred in the return and/or storage of items and/or materials.

13.4. The Business Customer shall be responsible for the suitability of the selected shipping method for the contents of the parcel, for packaging items adequately and in accordance with the requirements of the content, all labels and markings on the items, as well as for carrying out the preparatory work concerning the items in accordance with the terms of the Service.

13.5. Items must be packed in a manner instructed by SmartPosti so that they can endure also mechanical handling and do not cause any hazard, damage or danger to persons or work safety. Further information on packaging can be found on SmartPosti's website or at customer service.

13.6. The Business Customer shall provide the information needed to carry out the Service. The Business Customer shall be responsible for the information provided and the accuracy of that information. SmartPosti shall be under no obligation to check or correct the information. The Business Customer shall immediately notify of any changes in information given.

13.7. The Business Customer shall be responsible for the contents, data content, features, and presentation format of the items and/or data it sends as well as the insurance of its items or products in warehouse as well as for any insurance Business Customer wishes to have for the transport. Business Customer understand that no secret or confidential documents (e.g. identity documents) or items shall be sent or stored in a parcel (e.g. due to a potential damage incident) and that SmartPosti does not guarantee the secrecy of the contents.

13.8. The Business Customer shall comply with the applicable legislation when using the Services. SmartPosti's services may not be used to produce, store or transmit material which is against legislation, infringes copyright and/or other rights, good business practices, or which breaches the official regulations. The Business Customer shall also be liable for the cost and operation of the devices, software, and communications and data communications connections required for the use of the Service.

13.9. The Business Customer shall be responsible for any costs and damage incurred by SmartPosti due to the neglect or intentional failure to meet an obligation of the Business Customer.

### 14. Liability for the actions of subcontractor or equivalent operator

14.1. SmartPosti may use subcontractors in the provision of the Services. SmartPosti is liable to the Business Customer for the activity of a subcontractor in the same way as it is for its own activity.

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

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

### 15. Force majeure

15.1. The parties shall be released from their contractual obligations and liability in the event of a force majeure event, such as a strike, industrial dispute or other job action, accidents, any measures carried out by Government Officials, and any other conditions that the parties are unable to avoid and the consequences of which they are unable to prevent.

15.2. SmartPosti will make every effort to deliver the Services, even under the above-mentioned exceptional circumstances, as well as possible. In force majeure situations, SmartPosti shall be entitled, if necessary, to prioritize the

execution of Services in order to implement or ensure statutory obligations, functioning of society, health, public safety or other similar aspects.

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

### **16.1. Regarding cash on delivery payments**

Any complaints to SmartPosti concerning 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 erroneous remittance of or the failure to remit a cash-on-delivery sum.

Unless otherwise indicated, a reasonable amount of time refers to fourteen (14) days from dispatch.

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

### **16.2. Regarding postal services**

The recipient of a parcel must inform the SmartPosti of any damage to the parcel or missing any items (goods) within 3 working days from the date of delivery. The sender and/or recipient is entitled to submit a claim for compensation for a missing postal item or damaged items (goods) to SmartPosti within 6 months from the date of dispatch of the postal item (goods).

### **16.3. In the transportation of goods**

Any reminders to SmartPosti regarding the reduction of or damage to goods must be made, provided that the external signs of reduction or damage were visible at the time and, in all other cases, in writing within seven (7) days of receipt. Reminders concerning delays in the delivery/handover of goods shall be made in writing within twenty-one (21) days of the day that the goods were delivered into the use of the recipient.

Missing goods need to be reported to SmartPosti no later than 3 months from dispatch.

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

A claim for damages must be instituted no later than within one (1) year or, if based on willful or gross negligence, within three (3) years of

- 16.3.1. within a year from the date of delivery when goods are missing or damaged, or delivery was delayed;
- 16.3.2. within thirty (30) days from the agreed day of handover when the goods are missing, or within sixty (60) days from the date on which the carrier took the goods into transport if no specific delivery day was agreed; and
- 16.3.3. in other cases, within three (3) months from the date on which the transport agreement (concerning the transportation of the goods) was signed.

### **16.4. Other Services**

The Business Customer shall file a complaint for a faulty Service within 14 days from the error or the time when the Business Customer should have noticed the error. Failure to file a complaint in a timely manner will result in the forfeiture of the right of action, unless the damage is caused intentionally or through gross negligence on the part of SmartPosti.

## **17. Dispute resolution**

Any disputes between SmartPosti and Business Customer shall be primarily resolved by means of negotiations between the parties. If such negotiations fail to reach an agreement within thirty (30) days, the dispute shall be resolved in a court of general jurisdiction of the respective SmartPosti country in accordance with respective country's legislation.

## **18. Suspension or closing of Services**

18.1. If the Business Customer fails to pay its overdue fees within the due time of at least two weeks following a reminder

sent by SmartPosti, SmartPosti shall have the right to suspend all Services to the Business Customer until such time as all overdue fees have been paid.

18.2. In addition, SmartPosti shall have the right to suspend all Services based on the Contract if

- a) The Business Customer fails to pay the agreed prepayment or the remaining amount in excess of a prepayment or a new prepayment pursuant to a request for prepayment by SmartPosti within a week of SmartPosti's request or the date of the aforementioned invoice;
- b) The Business Customer fails to provide the agreed security or an additional security requested by SmartPosti within a week of SmartPosti's request;
- c) the Business Customer exceeds the agreed credit limit;
- d) The Business Customer has filed for bankruptcy or corporate restructuring, or the Business Customer's creditors have filed or are filing a petition for its bankruptcy or restructuring, the Business Customer has sought a public summons against its creditors, or a Government Official has declared the Business Customer unable to fulfil its contractual obligations;
- e) it is known or otherwise reasonable to assume that the Business Customer is not able to fulfil its Contractual obligations;
- f) the Business Customer, despite a reminder, fails to fulfill its contractual obligations or is in material breach of its contractual obligations;
- g) the Business Customer, according to a trade register entry or other equivalent entry, has ceased to exist; or
- h) the Business Customer is unavailable when attempts are made to clarify a matter related to the Contract.

## 19. Termination of the agreement

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

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

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

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

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

## 20. Transferability

20.1. The corporate contracting parties shall have the right to transfer this Contract without the consent of the counterparty within their own groups. SmartPosti shall have the right to transfer this Contract to a third party in connection with a transfer of company or business.

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

## 21. Order of precedence of Contract documents

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

1. Contract or order confirmation by SmartPosti, and any appendices thereto, with the exception of these General Contract Terms
2. Another Contract pertaining to the Service and any appendices thereto
3. Instructions regarding SmartPosti's Service on SmartPosti's website and/or provided in connection with the Services
4. Service Specific terms
5. These General Contract Terms

**22. Other terms and conditions related to the Contract's validity**

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

**23. Other terms and conditions**

23.1. SmartPosti shall have the right to dispose of any material of the Business Customer remaining in SmartPosti's possession one (1) month after the termination of the Contract concerning the Service. Warehousing customers shall remove their goods from the storage at their own expense when the Contract terminates/expires and SmartPosti has the right to remove the goods at Business Customer's expense, should Business Customer not fulfill its obligations herein. Storage of materials in relation to the Service may be possible based on a separate agreement and against an additional fee.

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

23.3. SmartPosti may use the Business Customer's name and logo as a reference in its marketing as may be separately agreed with the Business Customer.

23.4. If the Business Customer's service in online sales, for example, includes the opportunity for the Business Customer's clients to use SmartPosti's services, the Business Customer shall contact SmartPosti for approval and follow separate guidelines issued by SmartPosti concerning the presentation and visibility of SmartPosti's services, brands, trademarks, logos and the like in the relevant marketing material.

23.5. Marketing material refers to the Business Customer's marketing brochures and websites, for example.

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

These General Contract Terms are adopted on 06 June, 2025 and enter into force on 16 July, 2025, and will remain in force until further notice.

**APPENDIX General terms and conditions of delivery services****1. Restrictions concerning the content of shipments**

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

**1.1 Valuable items**

Valuable items are not be sent as a parcel or stored in warehouses (e.g. money, debit or credit cards, identity documents or similar materials as may be further specific in SmartPosti websites or other SmartPosti channels).

SmartPosti shall not be held liable in the event the Business Customer sends or stores valuable items contrary to the terms herein.

**1.2 Dangerous goods and items**

SmartPosti shall not transport or store any illegal or dangerous items such as explosives, radioactive materials, toxic or inflammable substances, sharp items or similar materials or such items or materials which are subject to authority controls. These items can be further specific in SmartPosti website of other SmartPosti channels.

SmartPosti shall not be held liable in the event Business Customer sends or stores dangerous goods and items contrary to the terms herein.

**1.3 Liquids and other content not allowed aboard aircrafts**

In the event that a shipment contains such liquids or other contents which cannot be transported by air due to reasons of aviation safety, SmartPosti shall not be liable for delivering the item in accordance with the delivery time specified in the Service Specific Terms. When necessary, items addressed to domestic addresses are always transported to the recipient by road. If the item cannot be delivered because of contents not allowed in aircraft, the item shall be returned to the sender. Should the markings on the item be incomplete, the item may also be returned to the sender for completion.

**1.4 Fragile items**

Regardless of the additional service and surcharge, the item's contents need to packed according to the requirements of the contents so that the contents cannot shift, stain, or leak and so that they endure handling and does not pose a danger to or damage people or property. The sender may also be held liable for damage caused to other items and SmartPosti.

**1.5 Animals, plants, food items, and other sensitive items**

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

**1.6 Special restrictions on international services**

Items addressed to foreign countries may be subject to restrictions of a local postal or delivery operator as well as possibly other restrictions resulting from legislation, official practices or similar procedures of the country in question. In many countries, it is not permitted to send e.g. valuable items (as set forth also above). The sender must check other restrictions from the commercial mission of the destination country. SmartPosti cannot be held responsible for the transport time or the delivery of the items to the destination if the destination country does not accept the contents of the item.

**2. SmartPosti's transport responsibility and right to the item**

SmartPosti's transportation responsibility begins when the item has been accepted for transport according to the Contract and ends when the delivery has been made to the recipient according to the Contract. If the item cannot be delivered to the recipient because of a reason not due to SmartPosti, the transport liability ends when the item is

returned (or otherwise processed as agreed with the Business Customer).

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

SmartPosti shall have the right to choose the transportation method.

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

Unless otherwise substantiated, or unless otherwise provided for by mandatory law, the data indicating the registration of a item's delivery entered in SmartPosti's system shall be considered as proof that the item has been delivered to the recipient and the time of delivery of the item. Responsibility for the agreed delivery time shall also end once the recipient has been informed of an item to be picked up.

SmartPosti shall have the right to refuse to transport unpaid or only partially paid items or, if applicable, to collect the outstanding amount and an additional charge from the item's recipient. Unclaimed items shall be returned to their sender at their cost. SmartPosti shall collect a charge from the Business Customer for the redelivery of parcels returned to the Business Customer.

### **3. Handover of shipments**

#### **3.1 Registered and/or insured items (if any)**

Insured and registered Items (if available and applicable) are handed over from the outlet against signature only to the recipient or a person authorized by the recipient in writing. Such items may, as a rule, be handed over only in exchange for a notice of arrival or a unique item ID.

In the event that the sender of an insured or registered Item (if available and applicable) has restricted handover so that the shipment may be handed over solely in person to the recipient, the shipment shall not be handed over to other (e.g. an authorized) persons.

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.

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

#### **3.2 Other items requiring signature**

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

#### **3.3 Pickup by proxy**

Companies are responsible for any persons acting on their behalf having authorization to do so. When applicable, the signatory must produce a power of attorney (proxy) and proof of authorization to sign for the company or corporation.

#### **3.4 Minors and other legally incompetent recipients**

A trustee—including a person who has custody of a minor— shall possess an authorization provided by the principal (as applicable).

##### **3.4.1 Other terms and conditions**

The recipient may have the right to give work orders in certain services. The sender may restrict the delivery, handover,

or forwarding of items only when it is permitted to do so in accordance with the Service Specific Terms of the Service in question.

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

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

### 3.5 Handling undeliverable items

If a delivery to the recipient cannot be made because of a reason not due to SmartPosti, the item shall be returned to the sender or processed otherwise as agreed with the Business Customer.

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

However, SmartPosti is always entitled to dispose of

- unsealed items which do not contain a mention of the sender or recipient's address information;
- items the disposal of which has been consented to by the sender;
- items that have been delivered to a P.O. box or a similar location based on agreement but have not been picked up when the agreement expired;
- shipments whose contents are spoiled;
- items sent from beyond the borders of Estonia, Latvia or Lithuania (as applicable) to a foreign country whose shipping fee has not been paid or is insufficient.

SmartPosti may sell or dispose of an undelivered shipment of goods on the return of which SmartPosti has not agreed with the sender or which the sender does not wish to reclaim. Any disposal of an item is subject to the provisions of the applicable legislation in the country in which the Services are provided.

### 3.6 Use of SmartPosti's transport units

The use of transport units owned by SmartPosti (cage pallets, rolltainers and boxes) is restricted only to SmartPosti's transport and business purposes. Transport units may not be used for any other purposes, including any usages by the Business Customer.

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

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