

GENERAL CONTRACT TERMS FOR THE RESALE OF POSTAGE STAMPS, JANUARY 1, 2023

1. Scope of application

These General Contract Terms shall apply to the resale of Posti Distribution Ltd's (business ID 0109357-9) (hereinafter "Posti") postage stamps and other Posti products specified in the commission form attached to the Agreement.

2. General

The Retailer orders the Products sold from Posti and resells them to customers. Posti delivers the Products to the Retailer according to the order. The sale of postage stamps to the Retailer and from there to the buyers involves the sale of tax-free postal service in the name of and on behalf of Posti.

The Retailer may not grant resale rights to third parties unless expressly agreed by the contracting parties in writing.

3. Scope of the Agreement and the nature of resale

The sales area of the Retailer is Finland. The resale will take place at the Retailer's fixed operating locations listed in the appendix to the Agreement.

This Agreement does not restrict Posti's right to sell the Products directly or through other retailers.

The Retailer shall not have an exclusive right to sell the Products.

4. Product pricing

For the Retailer, the prices of the Products are determined according to the currently valid service price list and the nominal value of the stamp. The minimum purchase quantity of the Products is specified in the offer/price list attached to the Agreement.

VAT and other indirect taxes and fees derived from legislation or authorities' actions are added to the prices without a separate notification from their entry into force, where the Products are liable to VAT. VAT and other taxes and fees are collected at the tax rate valid at the time.

The Retailer shall comply with the recommended retail prices for the Products in accordance with the current service price list and the nominal value of the stamp.

5. Invoicing and terms of payment

The Retailer agrees to pay the fees related to the Products according to the order-specific invoices sent by Posti. The term of payment is 14 days net from the invoice date. Late payment interest is determined by the Interest Act. If a payment is late, the customer shall be charged a collection fee in accordance with Posti's service price list.

Posti Ltd can pass late payments on for collection by a collection agency.

Any reminders concerning invoices are to be made by the due date, if possible. As a rule, reminders concerning invoices that are more than three months old are not processed.

6. Commission granted to the retailer

Posti shall grant a commission to the Retailer, in accordance with the appendix to the Agreement. Posti grants the abovementioned commission in connection with the purchase of the Products, and it shall be calculated from the prices of the Products without VAT.

Posti may change the amount and determination principles of the commission by informing the Retailer well in advance before the changes enter into force.

The Retailer shall not receive any other remuneration or discount.

7. Product faults

The Retailer shall have the right to return stamps and products listed for resale only if the products have faults or do not correspond to the products ordered by Retailer.

Posti undertakes to replace the products with sound and correct ones, if the Retailer submits a complaint of the incorrect or faulty products within seven (7) days of receiving the products. The Retailer shall not be entitled to return the products in any other situation than the situation described in the previous paragraph, unless otherwise agreed with Posti. Posti reserves the right to decide on the right to return the products and the return procedure.

8. Posti's obligations

Posti shall provide the Retailer with all the information necessary for the marketing of the Products and shall support the resale of the Products as separately agreed by the parties.

9. The Retailer's obligations

The Retailer shall actively promote the sale of the Products in the contractual area. The Retailer may not sell or market products that are in direct or indirect competition with the Products.

In addition, the Retailer is committed to the responsible and ethical practices of the Posti Group, such as compliance with laws and regulations, good business practices, non-discrimination and equality, avoidance of conflicts of interest, prohibition of unethical commercial practices and environmental responsibility, and is committed to the principles of the UN Global Compact concerning, among other things, labor rights, environmental protection, human rights and the elimination of corruption. Posti Group's current sustainability principles are available on the Posti Group website at www.posti.com.

10. Liability for damages

Posti shall not be liable for indirect damage or damage not attributable to Posti.

In the case of direct damage, Posti's liability is limited to the value of the Products sold to the Retailer. Posti shall not be responsible for the compensation of damage incurred by the end customer or other third party.

11. Force majeure

A party shall not be obligated to compensate the other party for damages incurred, if the performance of the contract is prevented by force majeure, i.e. a circumstance that could not have been avoided by the party and the consequences of which could not have been prevented by the party.

12. Non-disclosure

The contracting parties are obligated to keep confidential all confidential information concerning this Agreement, as well as the business secrets or professional secrets of the parties or their customers that have come to their knowledge.

The non-disclosure obligation shall remain in effect even after the expiry of the Agreement.

13. Termination of the Agreement

The contracting parties have the right to terminate the Agreement with immediate effect, if either of the parties materially neglects the obligations agreed in the contract or otherwise materially violates the terms of the Agreement.

Any termination of the Agreement shall be submitted in writing.

The grounds for termination shall include the following:

- a) The Retailer has failed to pay an overdue invoice within two weeks of the sending of a payment request.
- b) It is known in advance that a contracting party to the Agreement is not able to perform its contractual obligations and does not provide sufficient security for its performance.
- c) A contracting party has filed a petition for bankruptcy or corporate restructuring, is the subject of proceedings for a declaration of bankruptcy or corporate restructuring, has sought a public summons against its creditors, or a public authority has declared a contracting party unable to fulfil its contractual obligations.

In the event of termination or other expiry of the Agreement, the Retailer shall be obligated to return the materials related to the sale of the Products and the sales support material.

14. Transferability

The Agreement may not be transferred to a third party without the written consent of the other contracting party.

However, Posti may transfer the Agreement to a limited liability company belonging to the Posti Group without the Retailer's consent.

15. Applicable legislation and settlement of disputes

This Agreement shall be subject to Finnish law.

The disputes concerning this Agreement shall primarily be settled through negotiations between the parties.

If such negotiations fail to reach an agreement, the dispute shall be settled in the District Court of Helsinki.

If the parties so agree, disputes may also be settled through arbitration by one arbitrator in accordance with the legislation concerning arbitration.

16. Validity of the Contract Terms and their amendment

These Contract Terms enter into force on January 1, 2023 and shall remain in force until further notice. Posti reserves the right to amend these Contract Terms. Notifications of changes shall be submitted in writing to the address of the Retailer specified in the Agreement in good time before the changes.

17. Other terms and conditions

In all other respects, the terms of the resale Agreement between the Retailer and Posti shall be observed.