

General Contract Terms

06 June, 2025

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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 consumers ("Consumer"). By using the Services, the Consumer agrees to comply with these Terms.

1.2. SmartPosti and the Consumer 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 Consumer and do not cover services provided to business 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.

Consumer – a natural person who expresses a wish to purchase, purchases, or might purchase or use SmartPosti services, digital content, or a digital service for the purpose not related to his or her economic or professional activity.

Contract – The agreement between SmartPosti and the Consumer, 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 Consumer 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 Consumer 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 Consumer agrees to abide by the Contract and Terms, including SmartPosti's instructions on the use of

Service.

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 Consumers, 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.

7.2. 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, as a main rule, Consumers pay for the Service before it can be started also certain other Services may require pre-payment. Consumer prices are indicated in connection with the respective Service.

8.2. SmartPosti may charge the Consumer for costs due to an unreasonable complaint or unjustified investigation or an investigation due to the Consumer's negligence.

8.3. 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. Online services and electronic Services

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

9.2. 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.

10. Liability for damages

10.1. 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.

10.2. 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.

10.3. 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.

Nothing in these terms limit the consumer legislation based rights of Consumers.

In particular, SmartPosti shall not be held liable for damages caused by

- 10.3.1. action or neglect of the Consumer or a third party acting on behalf of the Consumer or other third party action or neglect;
- 10.3.2. service interruptions, delays, malfunctions, or loss or damage attributable to the actions of the sender, Consumer, a third party, or other Government Officials (and the services, software, devices, or data communications thereof);
- 10.3.3. arising out of the technical malfunctions, disruptions, service breaks, or installation works of information networks, systems, or data communications connections that result in interruptions, or other such reasons, nor for any possible delay, alteration, or loss of information attributable to such reasons;
- 10.3.4. attributable to a free service, product, or application (if any);
- 10.3.5. the handling, loading or transportation of items, supporting, transportation or unloading of freight carried out by the Consumer, or a party acting on behalf of the Consumer, or by some other third party;
- 10.3.6. an item's intrinsic propensity for damage such as breakage, leaks, spontaneous ignition or combustion, decay, corrosion, fermentation, vaporization, and a susceptibility to cold, heat, or humidity, or some other equivalent trait;
- 10.3.7. missing or inadequate packing/wrapping or cover;
- 10.3.8. inadequate label markings under the responsibility of the Consumer;
- 10.3.9. a delivery causing hazard or damage due to its content;
- 10.3.10. the inadequacy of information concerning an item;

SmartPosti has the right to invoke the provisions of the applicable legislation and contract terms related to the limitation of liability and release from liability even when the claim for damages is not based on legislation or contract terms, if the damages could have been claimed on the basis of said sources.

SmartPosti has the right to replace any faulty or delayed Service primarily with a substitute service (when applicable).

10.4. Liability for damages according to the service

10.4.1 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 and industry practice applicable in the country where the Service is provided.
- In the Contract, as agreed between the parties.

In any other services than set forth above, SmartPosti's total liability for damages is limited to the tax-free value of the faulty service task.

10.4.1. Postal services and Transportation of parcels¹:

In case of postal service provision, the damages are compensated in accordance with the mandatory applicable legislation and in accordance with industry practice.

SmartPost 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 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, but not less than:

In Lithuania:

¹ 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 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.

If the Service is provided by SmartPosti based in Lithuania and if a postal item is lost or damaged due to the fault of the SmartPosti, then the damages are compensated:

- For a lost registered postal item, as well as for lost or damaged articles contained within it, the compensation shall be double the amount of posting expenses.
- For a lost insured postal item, the compensation shall be equal to the posting expenses plus the insured value, as supported by documentation or other verifiable data, but not exceeding the insured amount.
- For missing or damaged articles in an insured postal item with an itemized list, the compensation shall be equal to the posting expenses and the value of the lost or damaged item as indicated in the list, as supported by documentation or other verifiable data, but not exceeding the insured value of the entire insured postal item.
- In any cases, the amount of compensation cannot exceed the declared value of the parcel.

In Latvia:

If the Service is provided by SmartPosti based in Latvia and is domestic and if a postal item is lost or damaged due to the fault of the SmartPosti, then the damages are compensated as such:

- SmartPosti shall disburse compensation in the amount of not more than 28,46 euro and the tariff sum paid for the postal service in case of a lost, damaged or missing registered letter-post item irrespective of the contents or weight thereof.
- For a lost of insured postal item, irrespective of the contents and weight thereof, a SmartPosti shall disburse a compensation, which complies with the insurance amount of the postal item, and the tariff sum paid for the postal service. The same applies also in case of damaged or missing of an insured postal item depending if the insured postal item has or does not have a list of contents.
- SmartPosti shall disburse a compensation for a lost uninsured postal parcel. A compensation shall consist of the basic amount - 42,69 euro and an additional amount, which shall be determined in accordance with the weight of the postal parcel - 4,27 euro per kilogram; and the tariff sum that was paid for the postal service. The same applies also in case of damaged or missing uninsured postal parcel depending if the uninsured postal parcel has or does not have a list of contents.
- For a postal parcel returned without an explanation of the reason why it was not delivered, a SmartPosti shall disburse a compensation which complies with the tariff sum that was paid for the postal service, if the claim for compensation of the sender is submitted immediately upon receipt of the relevant returned postal item.

10.4.2. 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.

10.4.3. 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 Consumer's verified cost of delivering the affected Products to the Service Provider's warehouse.

10.5. Right to claim the compensation (loss/damage)

In relation to Consumers, the right to claim compensation lies with the sender (unless otherwise set forth in the mandatory law), unless the shipment is already provided to the Consumer.

11. Consumer's obligations

11.1. The Consumer 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.

11.2. 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.

11.3. The Consumer shall provide the information needed to carry out the Service. The Consumer 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 Consumer shall immediately notify of any changes in information given.

11.4. The Consumer 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 Consumer wishes to have for the transport. The Consumer understands 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.

11.5. The Consumer 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 Consumer 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.

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

12. Liability for the actions of subcontractor or equivalent operator

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

12.2. 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.

13. Force majeure

13.1. 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.

13.2. 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.

14. Complaints and statute of limitations

14.1. 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.

14.2. 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). If the claim concerns the quality of the service and its non-compliance with consumer protection regulations, the complaint submission period is two (2) years from the date of Service provision.

14.3. 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.

Unless provided otherwise in the mandatory legislation, Consumers need to make the reminder within 30 days from the time they have noticed the damage or delay or should have noticed it.

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

- within a year from the date of delivery when goods are missing or damaged, or delivery was delayed;
- 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
- in other cases, within three (3) months from the date on which the transport agreement (concerning the transportation of the goods) was signed.

14.4. Other Services

The Consumer has the right to submit a claim for non-compliance of the Service with the contract terms within two years from the date of service provision. After discovering the non-compliance, the Consumer must submit a complaint to the service provider within two months.

15. Dispute resolution

15.1. Any disputes between SmartPosti and Consumer 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 accordance with respective country's legislation.

15.2. In Estonia Consumer may file a claim to an independent consumer dispute commission (e.g. Consumer Protection and Technical Regulatory Authority) or court of first instance. In Latvia, Consumer and SmartPosti seek to resolve

disputes first through negotiations and if an agreement is not reached, the Consumer has the right to contact the Consumer Rights Protection Center (Latvia) in order to receive assistance for solving the dispute, or may file a claim at the court. In Lithuania, if the Consumer and SmartPosti fail to reach a negotiated settlement, the Consumer has the right to submit a complaint to the State Consumer Rights Protection Authority. Furthermore, the Consumer has the right to file a claim at the court.

16. Suspension or closing of Services

If the Consumer (if applicable) 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 Consumer until such time as all overdue fees have been paid.

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

- a) it is known or otherwise reasonable to assume that the Consumer is not able to fulfil its Contractual obligations;
- b) the Consumer, despite a reminder, fails to fulfill its contractual obligations or is in material breach of its contractual obligations;
- c) the Consumer is unavailable when attempts are made to clarify a matter related to the Contract.

17. Termination of the agreement

17.1. Consumer has a period of 14 days to withdraw from a remote contract without giving any reason, except when the Services have been paid and completed already.

17.2. In addition, SmartPosti shall have the right to terminate the Contract with immediate effect on the grounds stated in section 15, according to which SmartPosti has the right to disconnect all of the Consumer's (if applicable) Services.

18. Transferability

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

19. Order of precedence of Agreement 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

20. 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.

21. Other terms and conditions

21.1. SmartPosti shall have the right to dispose of any material of the Consumer remaining in SmartPosti's possession one (1) month after the termination of the Contract concerning the Service.

21.2. SmartPosti holds all rights to SmartPosti's Services and the material, trademarks and other similar identifiers related to the Services. The Consumer may use the Services and any related data in accordance with the Contract and only in order to use the Service.

22. Entry into force of General Contract Terms

These General Contract Terms are adopted on 06 June, 2025 and enter into force on 1 August, 2025, and will remain in force until further notice. These terms supersede all equivalent earlier General Contract Terms.

APPENDIX General terms and conditions of delivery services

1. Restrictions concerning the content of shipments

The Consumer 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 Consumer 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 Consumer 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.

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 Consumer. SmartPosti shall not be liable for the agreed delivery time if the delay is caused by a factor due to the Consumer, 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.

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 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).

3.3.1 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.

3.4 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 Consumer.

Service fees or collected payments shall not be returned to the Consumer 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.