

# Matkahuolto's General Conditions of Carriage for Contract Customers in Domestic Transport

Oy Matkahuolto Ab ("Matkahuolto") carries parcels in accordance with the Road Transport Agreement Act and these General Conditions of Carriage specifying the legal responsibilities and obligations of the consignor, carrier and consignee.

## 1 Scope of application

These General Conditions of Carriage (hereinafter "Conditions of Carriage") govern, together with the Road Transport Agreement Act, all domestic (incl. Åland) carriage of parcel products that the consignor submits to Matkahuolto for delivery against payment in accordance with these Conditions of Carriage ("Transport Service"). The carriage of freight and international parcels is governed by specific terms and conditions in force at any given time.

A contract customer is a party who has concluded an agreement with Matkahuolto for the use of the Transport Services and who places a transport order with Matkahuolto.

In addition to these Conditions of Carriage, the Transport Service is subject to the descriptions and conditions of individual parcel products in force from time to time ("Product Terms"). Current Product Terms are available on Matkahuolto's website. The Product Terms applied to certain parcel products may include conditions or limitations that differ from these Conditions of Carriage. Consignors need to examine the Product Terms before entering into an agreement on Transport Services.

## 2 Contracting a transport service

The use of the Transport Service is subject to an agreement between the contract customer and Matkahuolto. The contract customer is obliged to use the Transport Service in accordance with the agreement and these General Terms and Conditions and the Product Terms in force from time to time.

The agreement is conditional upon Matkahuolto granting credit to the contract customer for the purpose of invoicing for the Transport Services and the provision of a security, if any, required from the contract customer in accordance with Matkahuolto's instructions. The contract customer will be given access to Matkahuolto's dispatch system if desired. The contract customer is obliged to keep the credentials carefully and is responsible for all actions taken through the system using them. The contract customer is obliged to notify Matkahuolto without delay if the credentials fall into the possession of a third party, if they are misused, or if they are lost.

## 3 Terms and conditions relating to contract customers

Matkahuolto will decide on the credit limit to be granted to the contract customer at the time of the conclusion of the agreement and prior to the implementation of the Transport Services. Upon request, the contract customer is obliged to provide Matkahuolto with the latest financial statements and other necessary information for the purpose of assessing any credit risk. Based on its assessment, Matkahuolto will inform the contract customer of the billing limit for the contract customer's Transport Services and of the need for any security.

Matkahuolto reserves the right to determine the credit limit on a case-by-case basis. The credit limit can be changed by Matkahuolto if necessary. If the volume of Transport Services invoiced from the contract customer exceeds the credit limit, other than temporarily, or if there are material changes in the contract customer's business, financial situation, corporate structure or organisation, Matkahuolto has the right to require the contract customer to provide additional security or to invoice the contract customer with a shorter billing interval so that the outstanding receivable at any given time is below the credit limit.

If the contract customer does not provide Matkahuolto with the required security or additional security, Matkahuolto has the right to refrain from providing the Transport Service.

If any of the contract customer's invoices is overdue and unpaid, or if the contract customer has filed for or been placed in receivership or bankruptcy, or if the contract customer is otherwise insolvent, all Matkahuolto's invoices to the contract customer will become immediately due and payable, notwithstanding the due dates indicated on the invoices, if Matkahuolto so requests in writing.

## 4 Customer responsibility

The customer must provide up-to-date information, such as the name and legal form of the customer company, business ID, address, the customer's contact person for operational and billing matters, and billing information for transactions. The customer must notify any changes to the provide information without undue delay.

The customer is responsible for the cost and operation of the customer's equipment, software, and communications and telecommunications facilities used to transmit the customer's messages and other information required for the Transport Services.

The customer must ensure that the type of parcel product chosen is suitable for the transport of the consignment, taking into account, for example, the size, content and delivery method. When choosing the type of parcel product, the customer is obliged to take into account the requirements of the legislation in force at the time, including the law on the transport of dangerous goods.

The customer is responsible for providing the information (such as address and contact details) required for the provision of the Transport Service in accordance with Matkahuolto's instructions and for ensuring the accuracy of the information. Matkahuolto is not responsible for the performance of the Transport Services if the information is incorrect, incomplete or not provided within the timeframe specified by Matkahuolto.

## 5 Submission of the consignment to Matkahuolto

The methods of consignment delivery or handover to Matkahuolto are described in the Product Terms. A consignment is deemed to

have been submitted to and accepted by Matkahuolto at the moment when a Matkahuolto representative takes possession of the consignment, accepts it for delivery, and enters it in Matkahuolto's system.

## 6 Shipping documents and electronic shipping information

The contract customer must provide each parcel with a Matkahuolto-approved parcel address card. In addition, electronic shipment information must be provided for each parcel. The format of the parcel address card and the electronic message must be approved by Matkahuolto and must contain clear and sufficient entries, the accuracy of which is the responsibility of the contract customer. The address details must be provided in the official format without any additions in accordance with Matkahuolto's instructions. If Matkahuolto's representative completes the shipment information based on the information provided by the contract customer when the shipment is handed over to Matkahuolto, the contract customer is obliged to check the accuracy of the information entered. The recording of shipment information and the printing of the parcel address card by Matkahuolto is an extra service for a fee.

Matkahuolto accepts no liability for the delivery of any consignments accompanied by inaccurate, incomplete or unclear information. Any delivery time promise given in the Product Terms only applies to consignments sent in accordance with Matkahuolto's shipping instructions.

Matkahuolto may correct the entries on the parcel address card or the electronic message if they are found to be incomplete or incorrect. A reasonable fee will be charged to the contract customer for recording and any research needed. The contract customer is liable for any cost or loss and damage incurred by Matkahuolto or other operator as a result of the inaccuracy or incorrectness of any information or instructions given by the consignor. A consignment may always be returned to the contract customer at the contract customer's cost if the entries in the shipping document are incomplete or incorrect.

If Matkahuolto has reason to distrust the accuracy of the shipping document, it may refuse to deliver the consignment and return it to the contract customer at the contract customer's cost or, if necessary, hand over the consignment to emergency services, the police or other authorities.

If the data sent by the contract customer electronically is incomplete, inaccurate or inconsistent with the information on the parcel address cards attached to the parcels, Matkahuolto reserves the right to use the information it deems correct and to invoice the contract customer accordingly. Matkahuolto is always entitled to charge the actual cost incurred.

## 7 Packaging

The contract customer is responsible for the proper packaging of the parcel to ensure that it withstands loading together with other parcels, mechanical sorting, and other strain of normal transportation, unloading and handling without sustaining damage or being reduced in volume or quantity. Parcels must be delivered to Matkahuolto in a Matkahuolto transport unit or otherwise in accordance with Matkahuolto's instructions, or gathered for collection in a Matkahuolto transport unit. Parcels must not be attached to each other. Packing instructions can be found on Matkahuolto's website at [www.matkahuolto.fi/packages/packaging](http://www.matkahuolto.fi/packages/packaging).

Matkahuolto is not duty-bound to transport unpacked shipments. Matkahuolto may refuse to accept a parcel for carriage if it assumes that the item may be broken due to its properties or inappropriate packaging or that it may damage other parcels, personnel or the transportation fleet. If Matkahuolto refuses to provide the Transport Service due to the content or inadequate packaging of the consignment, the consignor is not entitled to claim any compensation from Matkahuolto.

The contract customer is liable for any loss or damage sustained by Matkahuolto or its partners, individuals, other property or other parcels or the transportation fleet resulting from inadequate packaging or markings. Such damage may include, for example, the cost of cleaning up a sorting line or transport equipment due to a broken consignment. If the parcel cannot withstand normal transport stress and Matkahuolto has to repair the parcel during transport in order to deliver the consignment, it is entitled to charge a fee in accordance with the price list.

Matkahuolto accepts no liability for any damage to unpacked or poorly packed parcels.

## 8 Price and billing of the transport service

The price of the Transport Service is based on Matkahuolto's current price lists, unless Matkahuolto has agreed on special rates with the contract customer. All services are subject to a fuel surcharge. The prices and fuel surcharge are available on Matkahuolto's website. The prices are exclusive of value added tax. Taxes and charges relating to legislation and administrative decisions as well as other costs or increases thereof will be added to the price of the Transport Service as of their effective date with no prior notice.

If the weight, volume or external dimensions of a parcel exceed the maximum size specified in the Product Terms for the product type involved, Matkahuolto will have the right to change the product type to match the true dimensions. If so, delivery and billing will be based on the data for the new product type and extra services. Any separately chargeable fees in accordance with the Product Terms will be added to the price.

Unless otherwise concluded in the agreement, Matkahuolto will invoice the contract customer four times a month. The payment time is 14 days net and the default interest is in accordance with the Interest Act. Matkahuolto charges billing fees and surcharges according to the current price list on a monthly basis.

Invoices are sent as e-invoices or by email. Paper invoices are possible by separate agreement and are subject to a fee according to the current price list.

The contract customer is obliged to check the accuracy of the invoice before payment, and payment of the invoice shall be deemed to constitute acceptance thereof, and the contract customer shall not be entitled to claim at a later stage that the invoice is incorrect if the error on the invoice was reasonably detectable by the contract customer. Any reminders regarding the invoice must be submitted to Matkahuolto by the due date of the invoice.

## 9 Content restrictions on consignments

No unlawful items or substances nor any items or substances posing a manifest risk, are accepted for carriage. Matkahuolto will not transport contents requiring temperature control or other special transport conditions, such as animals, plants, foodstuffs or other perishable contents, unless otherwise agreed. Matkahuolto does not transport deceased persons or ash urns.

### Dangerous goods

Matkahuolto will only accept dangerous goods for carriage subject to the limitations and procedures set out in the Product Terms and specific instructions applicable to transportation by bus. All ADR consignments must be packed and labelled in accordance with the then-current ADR legislation and the instructions issued by Matkahuolto. In addition, the ADR information must be provided in the electronic dispatch message in accordance with Matkahuolto's instructions.

If Matkahuolto is not informed of the hazardous nature of the goods, Matkahuolto is entitled to take action in accordance with section 15 of the Road Transport Agreements Act and dispose of the goods or make them safe on behalf of the consignor who will then be liable to reimburse the cost and any loss or damage resulting from transportation.

## 10 Matkahuolto's duty to inspect

Matkahuolto's duty to inspect the goods is limited to the determination of the external condition and number of the parcels. If the parcel shows visible external damage or flaws, an entry of this is made in the parcel address label and data system and the contract customer will be informed of the reason for such an entry. No liability will be incurred by Matkahuolto in respect of such damage. Matkahuolto is not duty-bound to examine whether the parcel has been provided with the necessary handling markings or caution labels, as they are the responsibility of the consignor.

## 11 Changes to the shipment information

The contract customer may make a written request to have changes made to the information pertaining to a parcel already dispatched and in Matkahuolto's possession up until the moment the parcel is claimed by the consignee. Any changes are charged according to the price list in force at the time. If the contract customer has been provided with a customer interface which allows the changing of shipment information, contract customers can also make the change themselves, following Matkahuolto's instructions. Changes may cause delays in delivery and Matkahuolto's liability for the delivery time set for the original consignment ends with the ordered change. The contract customer is liable to the consignee for any costs and other damage caused by the change.

However, the consignee may be entitled to make changes to the shipment information under the applicable Product Terms, such as changing the delivery of the consignment or updating contact details.

## 12 Handover of the parcel and circumstances preventing handover

The method of handover of each type of parcel product and the applicable conditions and restrictions are described in the Product Terms. Unless otherwise stated in the Product Terms, the consignment will be handed over to the consignee identified in the shipping document or a person authorised by the same against acknowledgement of receipt or an identifier sent to the consignee. When handing over a consignment, the identity of the recipient and any authorisation are checked, unless the consignment is handed over against an identifier at a parcel locker or service point. The authorisation will be retained by Matkahuolto as an attachment to the handover list. Before handover the consignee is required to pay all the charges specified in the transport agreement.

The consignor has the possibility to restrict the handover of the consignment only if such a possibility is mentioned in the Product Terms of the service.

## 13 Holding time and return of the parcel

The parcel will be stored at the parcel pick-up point for the time specified in the Product Terms, unless a separately chargeable extension of the holding time or other extra service has been agreed with the consignee.

Unless otherwise agreed, an unclaimed parcel will be returned to the contract customer to a pick-up point near the place of dispatch at the contract customer's expense. Delivery of returned parcels to the customer's address can be arranged separately as an extra service for a fee.

Matkahuolto will charge all the cost of transportation, holding and additional services to the contract customer.

## 14 Implementation and deadline of the transport service

Matkahuolto implements the Transport Service in accordance with its current operating model. Matkahuolto has the right to use subcontractors in the provision of the Transport Services, for whose performance Matkahuolto is responsible as if it had performed the services itself. If individual Transport Services that deviate from Matkahuolto's general operating model are agreed with the contract customer, Matkahuolto is entitled to make changes to the price and/or delivery time corresponding to the change and to charge the contract customer for any additional costs incurred as a result of the change.

The contract customer is responsible for delivering the consignments and related electronic materials to Matkahuolto in accordance with Matkahuolto's instructions. If consignments or related materials have not been delivered in the manner or timeframe specified by Matkahuolto, Matkahuolto is not responsible for the performance of the Transport Service under the agreement and these conditions.

The specified delivery time depends on the selected parcel product. The product-specific delivery time is specified in the Product Terms of the product. The specified delivery time does not include Saturdays, public holidays, May Day, Independence Day, or other red-letter days.

Matkahuolto's responsibility for the delivery time ends when the consignment has been delivered or available for pickup or the consignee has chosen a time for delivery. Handover is deemed to have been delayed if the parcel is not available for handover at the point of destination within the specified delivery time referred to above.

## 15 Matkahuolto's right to destroy or sell the goods

Matkahuolto has the right to destroy the consignment if it cannot be delivered to the consignee in accordance with these Conditions of Carriage and the applicable Product Terms and

- the consignor's or consignee's details are not apparent on the consignment;
- the contents of the consignment are perishable or present a risk of harm or danger to the environment;
- the cost of storing the consignment is not reasonable in relation to the value of the consignment; or
- the sender has authorised the destruction of the consignment.

In addition, Matkahuolto has the right to sell the goods in the consignment in a way that secures the interest vested therein:

- 1) Without waiting for any further instructions from the consignor if the contents are perishable and the cost of storage is disproportionate to the value of the goods, or if it is specified in the Product Terms applicable to the consignment that the goods are to be sold after a specific period of time.
- 2) With regard to other goods, if the instructions given by the contract customer cannot be reasonably complied with and new instructions are not received within a reasonable period of time. If possible, the party entitled to claim the parcel shall be notified of the date and place of such sale on a timely basis.

## 16 Right of retention

Matkahuolto shall have the right to retain the consignment as security for its claims based on the carriage or storage of the consignment, regardless of the ownership of the consignment.

## 17 Matkahuolto's liability

Matkahuolto's liability for loss and damage is determined according to the Road Transport Agreements Act. Matkahuolto is liable under the Road Transport Agreements Act for loss, reduction and damage to the consignment during the period of time from the acceptance of the parcel for carriage to its handover, including any damage due to a delay in handover, if the damage is caused by a circumstance for which Matkahuolto is responsible or by a fault in the Transport Service.

Matkahuolto shall not be liable for loss, reduction, damage or a delay in the handover of the consignment, if it can show that this is due to an error or omission on the part of the consignor or consignee, compliance with the instructions given by the consignor or consignee, the defective quality of the goods, inadequate packaging or circumstances that Matkahuolto could not have avoided or whose consequences it could not have averted (including outages or communication failures caused by technical faults, malfunctions, maintenance or installation work on computer networks, information systems or communication links, or any other similar cause, and any delay, alteration or loss of information caused by circumstances). In addition, Matkahuolto shall not be liable under this clause if loss or damage of the consignment is due to special danger within the meaning of section 29 of the Road Transport Agreements Act. Matkahuolto shall not accept liability for any changes in the parcels or their contents due to a change in temperature or condensation in the case of items that would require a temperature-controlled environment, such as frozen food, perishable foods, living animals and plants, etc.

## 18 Force majeure

Neither party shall be liable for its breach of the agreement of these Conditions of Carriage if it is caused by circumstances beyond its control which it could not reasonably avoid or the consequences of which it could not reasonably prevent. Force majeure includes strikes, lockouts or other industrial action, accidents, fire, action by public authorities, exceptional weather conditions and other similar circumstances that are difficult to foresee.

A party must notify the other party of force majeure without undue delay.

## 19 Loss of parcel

If the parcel is not handed over within 28 days of the date when Matkahuolto accepted the parcel for carriage, the party entitled to claim the parcel may demand compensation as if the parcel had been lost.

## 20 Compensation payable for the loss or reduction of, or damage to, the parcel

Compensation payable for loss is governed by the Road Transport Agreements Act and these General Conditions. Matkahuolto's liability is limited as follows:

- 1) If a parcel is lost or completely destroyed, compensation shall be paid according to fair value that the item had at the dispatch location when submitted to Matkahuolto up to the maximum liability for loss and damage specified in the Road Transport Agreements Act. In addition, the transport charges paid to Matkahuolto for the consignment in question will be reimbursed.
- 2) If the parcel is reduced or damaged in part, compensation shall be paid according to fair value at the dispatch location up to the maximum liability for loss and damage specified in the Road Transport Agreements Act in proportion to the reduced or destroyed portion of the contents. Additionally, the cost charged by Matkahuolto for the carriage of the parcel will be refunded relative to the portion of contents so reduced or destroyed.
- 3) Matkahuolto shall pay compensation for loss and damage that is deemed to have been caused by delayed handover, the maximum compensation, however, being equivalent to the cost of freight charged by Matkahuolto.

Matkahuolto accepts no liability for any damage to the packaging of the consignment.

In no event shall Matkahuolto be liable for any indirect or consequential loss or damage, such as loss of income or proceeds, loss of profit, liability in respect of third parties or other similar financial losses.

If Matkahuolto pays full compensation according to the fair value of the goods, title to the goods shall pass on to Matkahuolto.

## 21 Claims

If a reduction in volume or quantity or damage to a parcel can be determined through an external visible inspection, the consignee must file a complaint with Matkahuolto upon receipt of the consignment. If the reduction or damage cannot be so determined, any claim must be filed within seven days of receipt of the parcel, excluding the day of handover. Sundays and public holidays are not included in the period of time. Compensation will be paid for a delay in handover only if the consignee files a written claim with Matkahuolto within 21 days of the date when the parcel was made available to the consignee for pick-up. If the customer fails to file a claim for damage or delay, they will forfeit the right to make claims for any damage or delay.

Any claims for compensation must be filed in writing with either the point of dispatch or destination, Oy Matkahuolto Ab's head office or electronically at [www.matkahuolto.fi](http://www.matkahuolto.fi).

Matkahuolto shall be entitled to charge the cost of any investigation due to an omission or error on the part of the contract customer or consignee.

## 22 Statute barring

Any legal action concerning carriage must be brought within one year. This period of time is counted

- 1) from the date of handover in case of reduced or damaged consignment or delayed handover;
- 2) from the date when 30 days have elapsed from the specified delivery time defined in clause 14, or if no such delivery time has been determined, when 60 days have elapsed from the date when Matkahuolto accepted the goods for carriage, if the parcel is lost.

## 23 Parcel insurance

Unless otherwise stated in the Product Terms or the transport agreement, Matkahuolto does not offer any transport insurance for the parcels accepted for carriage in addition to the road transport insurance entitling to compensation under the Road Transport Agreements Act. If freight insurance is required for the parcel, the contract customer must specifically take out such insurance.

## 24 Other terms and conditions

A parcel that cannot be carried by a regular bus (because of its size, weight, etc.) will be accepted for carriage subject to special agreement.

Matkahuolto may terminate the agreement with immediate effect and without notice if the contract customer is found to be in default of payment or if the contract customer has provided misleading information about its financial situation which may have affected the determination of the billing limit. The contract customer's billing credit may also be terminated immediately if the contract customer has not paid the invoice by the due date, the contract customer has misused the credit or the contract customer's credentials have been compromised, the contract customer files for or is placed in bankruptcy or reorganisation, or Matkahuolto becomes aware of any other default by the contract customer which, in Matkahuolto's opinion, would result in a default, or if the contract customer is in material breach of the agreement. In these situations, Matkahuolto's obligation to provide the contract customer with billable Transport Services will terminate immediately.

## 25 Assignment of the agreement

The contract customer does not have the right to assign the agreement between the contract customer and Matkahuolto for the Transport Service to a third party without Matkahuolto's prior written consent. If necessary, Matkahuolto has the right to require an update of the credit limit under clause 3 or additional security as a condition for the assignment of the agreement.

Matkahuolto has the right to assign the agreement between the contract customer and Matkahuolto for the Transport Service to a third party by notifying the contract customer in writing in advance.

## 26 Non-disclosure obligation

Each party undertakes not to disclose to third parties and to use only for the purposes of the Transport Service agreement any confidential information received from the other party, such as contractual pricing information, volume estimates or information about the other party's customers. However, a party shall be entitled to disclose confidential information for the purposes of the Transport Service agreement or these Conditions of Carriage within its group of companies or to its subcontractors, provided that the party concerned ensures that the receiving party duly undertakes to treat the information as confidential in a manner consistent with this Clause 24.

A party's non-disclosure obligation does not apply to information (i) that is or becomes public through no act or omission of the receiving party; (ii) that is demonstrably within the lawful control of the receiving party prior to disclosure and that the receiving Party has not obtained from the other party, directly or indirectly; (iii) which the receiving Party is shown to have independently developed; or (iv) which is required to be disclosed by law or regulation binding on the receiving party, provided, however, that the receiving party shall inform the other party of the disclosure, its basis and its contents to the extent permitted by law.

The non-disclosure obligation continues in force for one (1) year after the termination of the Transport Service agreement.

## 27 Processing of personal data

Matkahuolto processes personal data in connection with Transport Services in accordance with its privacy statement concerning Matkahuolto's transport services and official permit documents ([www.matkahuolto.fi/privacy-statements](http://www.matkahuolto.fi/privacy-statements)). The contract customer is responsible for ensuring that it has the right to disclose the personal data of its representatives for the purpose of the agreement and these terms and conditions and that the persons whose personal data are disclosed to Matkahuolto are duly informed of the disclosure.

## 28 Validity of the terms

These Conditions of Carriage apply to contract customers' Transport Services as of 4 September 2023 and are valid until further notice. Following the entry into force of these Conditions of Carriage, all the previous agreements and conditions, in which reference is made

to Conditions of Carriage and general transport rules, shall be deemed as references to these Conditions of Carriage, unless otherwise agreed in writing.

Matkahuolto has the right to amend the prices of the Transport Service, the Product Terms and these Conditions of Carriage by informing its contract customers thereof one month in advance. The current Conditions of Carriage are available on Matkahuolto's website.

## **29 Governing law and jurisdiction**

The transport agreement and these Conditions of Carriage are governed by the law of Finland.

Unless otherwise agreed between the parties hereto, any disputes arising out of this agreement or contractual relationship shall primarily be settled by negotiations between the parties. If the parties fail to reach an amicable settlement, the competent court shall be the Helsinki District Court.