

Conditions of Carriage until May 31, 2020

1 Scope of application

All orders for carriage of goods accepted by Oy Matkahuolto Ab's service outlets, Oy Matkahuolto Ab's agents or other partners offering Matkahuolto's services in Finland for consideration shall be governed by these General Conditions of Carriage and the provisions of the Road Transport Agreements Act. All said parties and outlets are hereinafter referred to collectively as "Matkahuolto". These Conditions of Carriage shall also apply to parcels sent to or collected from automated parcel terminals.

The consignor means the sender of the parcel or other party retaining Matkahuolto's services for the carriage of goods.

Following the entry into force of these General Conditions, all the previous agreements and conditions applied by the parties shall be replaced by these General Conditions of Carriage unless otherwise agreed in writing.

2 Limitations of the scope of application

Parcels accepted by the bus driver for transportation en route or delivery to automated parcel terminals shall not be governed by these Conditions of Carriage until such parcels have been entered in the Matkahuolto data system by reading the parcel activation code or barcode or their receipt is acknowledged in writing by Matkahuolto. Matkahuolto shall not be responsible for any parcels until receipt has been duly acknowledged by Matkahuolto, or they have been read into the Matkahuolto data system. Some of the service options include specific limitations different from those defined in these Conditions of Carriage. Such specific limitations are listed in the product-specific service descriptions on Matkahuolto's website at www.matkahuolto.fi and are available at each Matkahuolto outlet. The conditions will also be provided upon request.

3 Transport agreement

Only shipping documents accepted by Matkahuolto, i.e. parcel address cards, are to be used as transport agreements. Each parcel must be provided with a parcel address card or activation code. The parcel address card must be filled out clearly and completely. Matkahuolto is entitled to change the entries in the parcel address card on behalf and at the risk of the consignor if the entries are found to be incomplete or incorrect.

4 Liability for the information contained in the shipping document

The consignor shall always be liable for the entries in the shipping document even if the entries have been made in the shipping document or data system by a Matkahuolto employee at the consignor's request. The consignor shall be liable for any cost or loss and damage incurred by Matkahuolto or other supplier as a result of the inaccuracy or incorrectness of any information or instruction given by the consignor.

The data content of any messages sent by the consignor electronically must conform to the agreed-upon format. Responsibility for the data content and receipt of the message by Matkahuolto rests with the consignor. If the data sent by the consignor electronically is incomplete, inaccurate or inconsistent with the information provided in any of the shipping documents, Matkahuolto reserves the right to rely on the information it finds correct. In case of doubt, Matkahuolto will rely on the data provided in electronic format and invoice the customer accordingly except that Matkahuolto is always entitled to charge the actual cost incurred.

Matkahuolto accepts no liability for the delivery of any parcels accompanied by inaccurate, incomplete or unclear information. The delivery time pledge only applies to consignments sent in accordance with Matkahuolto's shipping instructions. Matkahuolto is entitled to charge a reasonable price for any request for additional information and additional work.

5 Packaging

The consignor is responsible for the proper packaging of the parcel to ensure that it withstands common loading together with other parcels and other strain of normal transportation without sustaining damage or being reduced in volume or quantity. Attaching multiple packages together is not desirable. Matkahuolto may refuse to accept a parcel for carriage if it may be assumed that the item may be broken because of its character or inappropriate packaging or that it may damage other parcels, personnel or the transportation fleet. If Matkahuolto refuses to accept a parcel for delivery, the consignor is not entitled to claim any damages from Matkahuolto.

6 Using Matkahuolto's transport units

Transport units owned by Matkahuolto (e.g. cages, roll containers and crates) may only be used for domestic deliveries according to separate agreement. The transport units may not be used for international deliveries, transportation by other companies or customers' internal operations. The customer will have access to Matkahuolto's transport units for one week to the extent agreed. Transport units may be made available to the customer only if the customer has returned any previously used transport units pursuant to Matkahuolto's instructions. The customer is responsible for any transport units picked up or received and their use. Matkahuolto has the right to monitor and control the use of the transport units, to collect any transport units that have not been returned and to charge the customer for the costs of collecting such transport units. Matkahuolto is also entitled to carry out checks at the customer's premises to monitor the use of transport units. In addition, Matkahuolto is entitled to charge the customer for any damage to or loss of transport units, or their use contrary to agreement, up to the purchase value of new units.

7 Inadequate packaging

If the inadequacy of the packaging cannot be determined by an external visual inspection, the consignor is liable for any loss or damage sustained by other parcels, any person or transportation fleet resulting from inadequate packaging or marking.

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

8 Increase in freight rates

An additional fee will be added to the transport charge in accordance with the price list if the contents or size of the parcel or other service so requires. Parcels must be marked by the consignor using proper warning and caution labels as well as other markings required by regulations. Matkahuolto is not bound to comply with any factory markings made by the manufacturer.

Warning and caution labels will not increase Matkahuolto's liability for compensation for damage nor release the consignor from liability.

9 Hazardous substances

Matkahuolto will only accept hazardous substances for carriage subject to the limitations applicable to transportation by bus as defined in its specific instruction. 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 Cash-on-delivery by bus

The consignor may specify a cash-on-delivery payment the amount of which is indicated in the parcel address card, if a cash-on-delivery by bus is permitted by the selected service option. To claim the parcel, the consignee must first pay the cash-on-delivery payment and other charges payable by the same under the transport agreement. If the consignee finds that the consignor is guilty of fraud, he or she must turn to the police to have the cash-on-delivery payment frozen. Following an investigation by the police and submission of an official request, Matkahuolto will make the decision on potential refund of the cash-on-delivery payment or the transfer of the amount to the sequestration account assigned by the authority.

Matkahuolto will be liable to refund the amount of the cash-on-delivery payment to the consignor, if Matkahuolto hands over the parcel to the consignee without collecting the specified amount.

Cash-on-delivery by bus is not possible for deliveries to the customer's doorstep (Delivery Parcel, Home Delivery).

11 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 card and data system and the consignor will be informed of the reason for such an entry. No liability will be incurred by Matkahuolto in respect of such damage or flaws. Matkahuolto is not obligated to examine whether the parcel has been provided with the necessary handling instructions or caution labels which are to be attached by the consignor.

12 Changes to the shipping information

The consignor 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. A charge is payable for any such changes. The consignor shall be liable for any loss or damage resulting from any changes. The consignee has the right to make changes to the details of the consignment subject to the terms of the chosen service.

13 Handover of the parcel and circumstances preventing handover

Matkahuolto will notify the consignee of the arrival of the parcel if this is possible or if no other procedure has been agreed upon with the consignee. The parcel will be handed over to the consignee identified in the shipping document or a person authorised by the same against acknowledgement of receipt. The consignee's identity and any authorisation to collect the parcel are verified on handover. 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 including any notification and storage costs. The charges payable by a contract customer are forwarded to invoicing except in case of cash-on-delivery parcels.

Handover of the parcel from an automated parcel terminal

Matkahuolto will send the locker code to the consignee's mobile phone number, email address or postal address indicated by the consignor. The parcel is deemed delivered when the code has been entered and the locker opened. The consignor is responsible for ensuring that the consignee's details are correct. During pickup from an automated parcel terminal, no proof of identity or power of attorney will be checked, signatures provided or receipts printed.

In case of pickup from an automated parcel terminal, the delivery is subject to the terms and restrictions specific to the terminal services. Matkahuolto is entitled to switch the automated parcel terminal selected by the customer or deliver the parcel to another pickup point.

Handover of the parcel at the consignee's address

A delivery to a postal address will be handed over to the person met at the address indicated. Deliveries will be made to the consignee's address in the immediate vicinity of the front door. It must be possible for one person using a hand trolley to deliver the parcel to the front door; otherwise, the parcel will be unloaded in the immediate vicinity of Matkahuolto's vehicle. The service includes one delivery attempt. If the consignee is not present at the agreed delivery time, the parcel will be taken to Matkahuolto and an arrival notification will be sent to the consignee. The consignee or consignor may also order a new delivery for the parcel.

14 Storage and return of the parcel

Parcels are stored in accordance with the service description. Upon expiry of the free storage period, Matkahuolto will charge a storage fee in accordance with its price list. Unless otherwise agreed, unclaimed parcels are returned to the consignor at the original consignor's cost. Matkahuolto will charge all the costs of transportation, storage and additional services to the original consignor.

15 Matkahuolto's right to sell the goods

Should any circumstances arise preventing the handover of the parcel, Matkahuolto shall have the right to sell the goods 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 selected service option that the goods are to be sold after a specific period of time;
- 2) Matkahuolto is entitled to sell the goods within 60 days of the date of acceptance of the parcel for carriage if no instructions have been received from the consignor or they could not be reasonably complied with. 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 to withhold the parcel and right of lien

Matkahuolto shall have the right to retain the parcel as security for its claims based on carriage or storage irrespective of the ownership of the goods. Similarly, Matkahuolto has the right of lien to the goods under its control as security for all claims on the consignor.

17 Matkahuolto's liability

Matkahuolto is liable for loss, reduction and damage during the period of time from the acceptance of the parcel for carriage to its handover, including any loss or damage due to a delay in handover. Matkahuolto's liability for loss and damage is determined according to the Road Transport Agreements Act. If Matkahuolto fails to collect or carry the parcel, its maximum liability is limited to the cost of the freight for the parcel unless it is shown that the loss is lower than this.

18 Exemption from liability

Matkahuolto is not liable for loss, reduction, damage or delay in handover, if it can be shown that this is due to an omission on the part of the consignor or consignee, substandard quality of the consignment, inadequate packaging or circumstances that Matkahuolto could not have avoided or whose consequences it could not have averted. Matkahuolto shall not be liable under section 16 hereof if loss or damage is due to a special danger as defined in 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.

19 Specified delivery time

The delivery time depends on the selected service option. The product-specific delivery time is specified in the service description of the product. The specified delivery time shall not include any Saturdays, May Day, Independence Day, or other red-letter days.

20 Delay in the handover of the parcel

Handover of the consignment is deemed to have been delayed if the parcel is not available for collection at the point of destination within the specified delivery time defined in section 18.

21 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.

22 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 up to the maximum liability for loss and damage specified in the Road Transport Agreements Act. Additionally, the cost charged by Matkahuolto for the carriage of the parcel will be reimbursed.

2) If the parcel is reduced or damaged in part, compensation shall be paid according to fair value at the point of dispatch up to the maximum liability for loss and damage defined in the Road Transport Agreements Act relative 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 shown 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.

Matkahuolto accepts no liability for indirect or consequential loss or damage, such as loss of income or proceeds, loss of profit, loss of interest of 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.

23 Reminders

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 when claiming the parcel. If the reduction or damage cannot be so determined, any claim must be filed within seven of receipt of the parcel, excluding the day of handover, any Sunday, May Day, Independence Day or red-letter days. If the consignee is a consumer as defined in the Finnish Consumer Protection Act, any claim must be filed within a reasonable period of time (14 days) from receipt of the parcel. 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. Failure to file the claim is to lose one's right of action.

24 Statutes of limitation

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

- 1) from the date of handover, if the parcel was reduced or damaged or its handover delayed;
- 2) from the date when 30 days have elapsed from the specified delivery time defined in section 18, if the parcel is lost.

25 Parcel insurance

Matkahuolto does not offer any transport insurance for the parcels accepted for carriage unless otherwise specified in the selected service option. If freight insurance is required for the parcel, the consignor must specifically take out such insurance.

26 Special provisions

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. If the name of the item is in a foreign language or otherwise difficult to understand, a description of the type of goods must be provided in the parcel address card.

If the goods are picked up by Matkahuolto in the consignor's premises or delivered to the consignee's premises, the foregoing regulations shall apply to such transport operations as well.

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

Liability for goods accepted for storage at Matkahuolto terminals shall be governed by the General Conditions of Storage of Goods.

27 Processing and storage of personal data

Matkahuolto is entitled to save information concerning parcels as well as the consignor's and consignee's name, address, telephone number and bank details, and also the recipient's name and identifying information. The Privacy Statement concerning parcel services and official license documents are available on the website of Matkahuolto at www.matkahuolto.fi

28 Effective date

These Conditions of Carriage shall apply to orders as of 2 October 2019 and supersede any previous conditions of carriage and general freight terms.

29 Governing law and jurisdiction

The transport agreement and these General Conditions of Carriage are governed by the law of Finland. Any disputes arising out of this agreement or contractual relationship shall primarily be settled by negotiations between the parties. Such negotiations shall be commenced as early as practicable but no later than thirty (30) days from receipt of a written notice suggesting the commencement of negotiations.

If the parties, despite the negotiations, fail to reach agreement within thirty (30) of the receipt of the written notice, the parties may refer the dispute to the Helsinki District Court.