

Matkahuolto's Conditions of Carriage

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 Road Transport Agreement Act, all carriage of parcel products that the consignor submits to Matkahuolto for delivery for consideration in accordance with these Conditions of Carriage ("Transport Service"). The carriage of freight is governed by specific freight carriage conditions in force at any given time.

Consignor means the sender of the parcel or other party retaining Matkahuolto's services for the purpose of carriage of goods. The consignor may be a cash or contract customer. Insofar as the cash customer is a consumer, these Conditions of Carriage do not limit the rights of the consumer under the Consumer Protection Act.

Aside from these Conditions of Carriage, Transport Services are governed by the descriptions and then-current conditions applicable to specific parcel products ("Product Conditions"). The Product Conditions applied to certain parcel products may include conditions or limitations that differ from these Conditions of Carriage. Consignors need to examine the Product Conditions before entering into an agreement on Transport Services.

2 Submission of the consignment to Matkahuolto

A consignment can be submitted to Matkahuolto at a Matkahuolto terminal or a Matkahuolto agent or left at the site of a Matkahuolto partner offering Matkahuolto's Transport Services (including automated parcel terminals, consignments picked up at the offices of contract customers or consignments to be carried by coaches) unless otherwise specified in the Product Conditions. 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.

3 Shipping document

The consignor must provide each parcel with a Matkahuolto-approved parcel address card or Matkahuolto activation code. The parcel address card must include clear and sufficient entries, the accuracy of which is the consignor's responsibility. Matkahuolto may correct the entries on the parcel address card if they are found to be 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 consignor at the consignor's cost or, if necessary, hand over the consignment to the rescue, police or other authorities.

The consignor shall always be liable for the entries in the shipping document and their accuracy 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 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 consignor at the consignor's cost if the entries in the shipping document are incomplete or incorrect.

The data content of any messages sent by a contract customer electronically must comply with the instructions issued by Matkahuolto. Responsibility for the data content and receipt of the message by Matkahuolto rests with the consignor. If the data sent by a contract customer electronically is incomplete, inaccurate or inconsistent with the information provided in any of the shipping documents attached to the parcel, Matkahuolto reserves the right to rely on the information that 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 consignments accompanied by inaccurate, incomplete or unclear information. Any delivery time promise given in the Product Conditions only applies to consignments sent in accordance with Matkahuolto's shipping instructions. Matkahuolto is entitled to charge reasonable compensation for any clarifications, requests for additional information and additional work.

4 Packaging

The consignor is responsible for the proper packaging of the parcel to ensure that it withstands loading together with other parcels and other strain of normal transportation, unloading and handling without sustaining damage or being reduced in volume or quantity. It is not advisable to bundle several parcels together. Matkahuolto may refuse to accept a parcel for carriage if it may be assumed 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 accept a parcel for carriage, the consignor is not entitled to claim any damages from Matkahuolto.

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 Matkahuolto or its partner, any person, other property or other parcels or the transportation fleet resulting from inadequate packaging or markings.

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

5 Use of Matkahuolto's transport units

Transport units owned by Matkahuolto (e.g. cages, roll containers and crates) may only be used for domestic deliveries subject to special agreement with Matkahuolto. The transport units may not be used for international deliveries, transportation by other companies or customers' internal operations. A contract customer is allowed to use a specified number of Matkahuolto's transport units for a period of one week. Transport units may be made available to a contract customer only if the contract customer has returned any previously used transport units as instructed by Matkahuolto. A contract customer is responsible for any transport units picked up by or delivered to the same including the use of the units. 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 costs of collecting such transport units to the contract customer. Matkahuolto is also entitled to carry out checks in the contract customer's premises to monitor the use of the transport units. Additionally, Matkahuolto is entitled to claim compensation, equivalent to the purchase price of new units, from the contract customer for any damage to or loss of transport units or any use of the units in violation of the agreement.

6 Criterion for increased freight rates

The price charged for the carriage of a specific parcel product is based on the then-current price list, unless Matkahuolto has agreed on any special rate with a contract customer. If the weight or external dimensions of a parcel exceed the maximum size specified for the product type involved, Matkahuolto will have the right to revise the product type to match the true dimensions. If so, delivery and billing will be based on the revised product type.

A surcharge specified in the price list will be added to the regular rate, if the weight or volume of the consignment deviates from the Product Conditions or such deviations are otherwise subject to a special charge. Unless otherwise specified in the Product Conditions, a special charge may also apply because of the contents of the consignment or other special service related to it. A 'Handle with Care' extra service needs to be purchased for consignments with fragile contents and provided with 'Handle with Care' labels. Matkahuolto is not obliged to comply with any factory package 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.

7 MultiParcel consignments

A consignment consisting of several parcels – MultiParcel – is only available if all the parcels are submitted to Matkahuolto at the same time at the same location and can be delivered to the same pick-up point in one go.

8 Hazardous substances

No unlawful items or substances, no any items or substances posing a manifest risk, are accepted for carriage. Matkahuolto will only accept hazardous substances for carriage subject to the limitations and procedures set out in the Product Conditions and specific instructions applicable to transportation by bus. All ADR consignments must be packed and labelled in accordance with the then-current ADR legislations and the instructions issued by Matkahuolto.

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 and damage incurred.

9 Cash-on-delivery by bus

The consignor may specify a cash-on-delivery payment, the amount of which is indicated on the parcel address card, if a cash-on-delivery by bus is permitted under the applicable Product Conditions. Cash-on-delivery by bus is not available for deliveries to the customer's doorstep (Delivery Parcel, Home Delivery) or for consignments consisting of more than one parcel. 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.

Matkahuolto accepts no liability for any fraudulent transactions. If the consignee finds that the consignor is guilty of fraud, he or she is advised to 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 a potential refund of the cash-on-delivery payment or the transfer of the amount to the sequestered account assigned by the authority.

Matkahuolto will 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 COD amount.

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 on the parcel address card and in the 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. Matkahuolto is not duty-bound to examine whether the parcel has been provided with the necessary handling instructions or caution labels, as they are to be attached by the consignor.

11 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. However, the consignee may be entitled to make changes to the shipping information under the applicable Product Conditions.

12 Handover of the parcel and circumstances preventing handover

After the arrival of the goods at the destination, Matkahuolto will notify the consignee thereof if this is possible, or if no other procedure has been agreed 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. The charges payable by a contract customer are forwarded to invoicing on handover to the consignee except in case of cash-on-delivery parcels.

Opening hours of the pick-up points and changes

The recipient can pick up the consignment at the pick-up point during its opening hours. The opening hours of the pick-up point may differ from those of the outlet, for example when a shop open 24/7 is serving as a pick-up point. The opening hours of the pick-up points are posted on Matkahuolto's website, but Matkahuolto accepts no responsibility for the accuracy of up-to-dateness of the information.

Matkahuolto is entitled to switch the automated parcel terminal selected by the customer or deliver the parcel to another pick-up point.

Handover of the parcel from an automated parcel terminal

Matkahuolto will send the parcel terminal locker code to the consignee's mobile phone number, email address or postal address indicated by the consignor. The parcel is deemed to have been delivered when the code has been entered and the locker opened. The consignor is responsible for ensuring that the consignee's details are correct. When a parcel is collected at an automated parcel terminal, no proof of identity or power of attorney will be checked; instead, the use of the code is deemed to serve as valid authentication of the consignee.

In case of a pick-up from an automated parcel terminal, the delivery is governed by the conditions and restrictions specific to the terminal involved.

MultiParcels or consignments for which a cash-on-delivery, ARD service or 'Payment by consignee' condition has been specified cannot be collected at an automated parcel terminal. Said consignments are redirected to some other Matkahuolto pick-up point. The Product Conditions may specify limitations on extra services.

Handover of the parcel at the consignee's address

A delivery to a postal address is handed over to the person reached at the specified address. The deliveries are made to the consignee's address close to 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 and placed next to Matkahuolto's delivery vehicle. The service includes one delivery attempt. If the consignee is not present at the agreed time of delivery, 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 attempt for the parcel.

13 Holding and return of the parcel

A parcel is held at the pick-up point for seven (7) days, unless the Product Conditions expressly specify a longer holding time. Upon expiry of the free holding time included in the service, the consignor and consignee have the right, by buying extra services, to extend the holding time (up to a maximum of 28 days), have the consignment redirected to another pick-up point, or order a home delivery.

Unless otherwise agreed or if not otherwise instructed by the consignor, unclaimed parcels are returned to the consignor at the original consignor's expense. Matkahuolto will charge all the cost of transportation, holding and additional services to the original consignor.

14 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) With regard to other goods, if the instructions given by the consignor 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 a sale on a timely basis.

15 Right of retention

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.

16 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.

17 Limitation of liability

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, the instructions given by the consignor or consignee, the 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 special danger within the meaning of section 29 of the Road Transport Agreements Act. Matkahuolto accepts no 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 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 involved. The specified delivery time shall not include any Saturdays, public holidays, May Day, Independence Day, or other red-letter days.

19 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.

20 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.

21 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 Conditions of Carriage. Matkahuolto's liability is limited as follows:

- 1) If a parcel is lost or completely destroyed, 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. 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 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 in proportion 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. Matkahuolto accepts no liability for 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.

22 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 when claiming the parcel. If the reduction or damage cannot be so determined, any claim must be filed within seven banking days of receipt of the parcel, excluding the day of handover. 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. If the consignee is a consumer within the meaning of the Finnish Consumer Protection Act, any claim must be filed within 30 days, or if it is determined that a reasonable period of time would be longer than this, within such reasonable time of receipt of the parcel. If the customer fails to file a claim for damage or delay, he or she will forfeit the right to make claims for any damage or delay. Matkahuolto shall be entitled to charge the cost of any investigation due to an omission or error on the part of the customer or recipient.

23 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 has elapsed from the specified delivery time defined in section 22, 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.

24 Parcel insurance

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

25 Special provisions

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

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.

26 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/tietosuoja).

27 Period of validity of the Conditions of Carriage

These Conditions of Carriage shall apply to orders as of 1 June 2020 and supersede any previous conditions of carriage and general freight terms.

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.

Unless otherwise agreed in writing between the parties, Matkahuolto shall have the right to amend these Conditions of Carriage by informing its contract customers thereof one month in advance.

28 Governing law and jurisdiction

The transport agreement and these 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. If the parties fail to reach an amicable settlement, the competent court shall be the Helsinki District Court.

A consumer-customer may refer a dispute concerning these Conditions of Carriage to the Consumer Disputes Board (www.kuluttajariita.fi). Before taking the matter to the Consumer Disputes Board, the consumer shall seek advice from the consumer advisory service of the Finnish Competition and Consumer Authority (www.kuluttajaneuvonta.fi). If the dispute relates to the processing of personal data, the consumer may contact the Office of the Data Protection Ombudsman (www.tietosuoja.fi).