

Matkahuolto's Conditions of Carriage for International Deliveries

1. Scope of application

These General Conditions of Carriage for International Deliveries (hereinafter "Conditions of Carriage") govern, together with the Road Transport Agreements Act, all international carriage of goods by Oy Matkahuolto Ab ('Matkahuolto'). In addition to the Conditions of Carriage, the consignment shall be subject to consignment-specific product conditions, including any special conditions specific to each country. Relevant product conditions are available on Matkahuolto's website at www.matkahuolto.fi.

2. Definitions

'Consignment' means an item or a batch of items entered in a transport document and sent as a single delivery to a certain consignee at a specific location.

'Transport document' means a parcel address card or sticker in accordance with relevant Matkahuolto instructions, which not only guides and identifies the consignment but also serves as an invoicing document.

3. Customer responsibilities

'Customer' means the consignor in these Conditions of Carriage. The Customer 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.

It is the Customer's responsibility to instruct the consignee, who is not a party to this agreement, to act as required by these Conditions of Carriage. The Customer is responsible to Matkahuolto for the actions of the consignee, including the receipt of the consignment.

The Customer must follow the instructions given by Matkahuolto.

The Customer must check with Matkahuolto that the desired international delivery service ('Service') can be chosen for the consignment, and that any desired extra services can be selected for the chosen Service. If the Customer's selections are in conflict with each other or with the consignment, Matkahuolto has the right to deviate from the Service ordered by the Customer in accordance with clause 11.

The Customer is responsible for ensuring that each consignment has an address card or sticker in accordance with Matkahuolto instructions, as well as any customs documents or other similar documents required by the authorities. The Customer is also responsible for ensuring that correct and up-to-date names, addresses and other such data required by the Service are marked on the consignments. A consignment must always indicate the consignor's name and address in mainland Finland in case the consignment must be returned to the sender.

Contract customers must provide Matkahuolto with EDI messages for all consignments. Matkahuolto has the right to invoice contract customers for the costs arising from the absence of EDI messages. An EDI message must contain the data required for the delivery of the consignment and related arrival notification, as well as any information required for the customs clearance process. An EDI message must always indicate the consignee's email address and mobile phone number.

4. Special customer responsibilities

In particular, the Customer is responsible for the following:

- The information provided by the Customer or his or her representative concerning the consignment's delivery are complete, accurate and true.
- The Customer complies with all applicable customs, import, export, data protection, trade restriction/sanction, embargo and other laws and regulations related to the consignment or its delivery.
- The Customer has obtained all necessary consents regarding the personal data provided to Matkahuolto, including the consignee's information that may be needed for transport, customs clearance and delivery (such as name, delivery address, email address and telephone number).

The Customer is obliged to compensate Matkahuolto for all costs and damage resulting from the Customer's failure to comply with the above-mentioned special obligations.

5. Content restrictions on consignments

A consignment is considered unfit for transport in the following cases:

No customs declaration required by the applicable customs regulations has been made. The consignment contains an imitation or counterfeit product, an animal, precious metal, money, gems or jewellery, a weapon or ammunition, a human body or

its remains, illegal substances such as ivory and drugs, or the ADR (European Road Transport Regulation on dangerous goods) or other relevant organisation has classified it as a dangerous object or substance, or as a prohibited or restricted product.

Consignments sent abroad must not contain any substances prohibited or classified as dangerous in land, sea or air transport, such as aerosol cans, lithium batteries or even small quantities of flammable liquids or oxidising substances.

6. Delivery time estimate

Only a delivery time estimate is always given for consignments sent abroad. The Express service is available for international air parcels to almost all countries; other services are only available to specific countries. The delivery time estimates for services to individual countries as well as the availability of services by country can be checked at Matkahuolto's online service.

7. Transport documents

When a cash customer orders a consignment in Matkahuolto's online service, the Customer will receive a so-called activation code for leaving the consignment at a Matkahuolto pick-up point or automated parcel terminal. The activation code (which contains a unique consignment number) must be written on the parcel. The Customer may also use the online service to order a pick-up for the consignment, subject to a special charge. In addition, the consignment can be sent from a Matkahuolto terminal at an additional cost. For contract customers, each item of cargo in a consignment must have an appropriate transport document (address card) containing a unique consignment number. Each transport document must indicate extra services. The Customer may use, at his or her own expense, an address card or printing software approved by Matkahuolto in advance. A transport document must always contain the Customer's agreement ID.

8. Pricing and payment

The prices of services include transport and, if separately agreed, distribution and/or collection. For cash customers, the price of the Service includes value added tax.

For cash customers, pricing is based on the destination country, the selected parcel size and the selected extra services.

For contract customers, pricing is based on the destination country and the measured weight or volume of the parcel, whichever is greater. Cubic calculation is based on the following formula: 1 m³ = 250 kg. In addition to the destination country, pricing is based on the cargo items and the extra services used. The fuel surcharge indicated on the Matkahuolto website will be added to the prices.

9. Track & Trace consignments

The consignment is recorded in Matkahuolto's consignment tracking system in Finland and in most destination countries also when distributed.

10. Return to consignor

If the consignee does not pick up or otherwise receive the consignment, an International Near Parcel, International Delivery Parcel and International Home Delivery Parcel will always be returned to the Customer at his or her expense, except in Russia where the consignment may also be destroyed if the Customer has initially so instructed. If the shipment is returned, the return costs will be charged to the Customer. If the consignment cannot be returned to the Customer, it will be treated as undelivered in accordance with the general conditions of carriage.

11. Matkahuolto's right to deviate from the Service ordered by the Customer

Matkahuolto has the right to deviate from the Service ordered by the Customer if the Services chosen by the Customer are in conflict with each other or with the content, size, weight or other similar properties of the consignment. Matkahuolto strives to implement the Service in a manner that safeguards the interests of the Customer. In the event of a conflict, Matkahuolto may change the main product or extra services. If the Customer's consignment does not meet the requirements of the Service selected by the Customer, Matkahuolto has the right to process and invoice the consignment as a Service whose characteristics correspond to the Customer's consignment.

12. Claims and damages

Limitation of liability

The maximum compensation for goods is 8.33 SDR/kg in accordance with the Road Transport Agreements Act. For consignments sent to Russia, the maximum compensation in all cases is 130 SDR per consignment for International Delivery Parcels and 40 SDR + 4.5 SDR/kg for International Near Parcels. A Customer wishing to insure the consignment for a higher amount may do so at his or her own expense.

The liability of Matkahuolto is limited to the direct loss or damage of the consignment not exceeding the above-mentioned maximum compensation. Matkahuolto shall not be liable for any other direct or indirect loss or damage, including loss of income and revenue or any interest costs.

The destination country may also have its own restrictions. The Customer is responsible for finding out the current export embargos and import regulations of the destination country. Matkahuolto is not responsible for the outcome of the Service if the consignor has not complied with the restrictions and conditions set by the destination country.

Matkahuolto is not responsible for bills of entry, nor for the decisions of authorities related to customs clearance, or other actions of authorities in connection with the consignment. For import permit issues and other import-related matters, please contact the trade mission of the destination country.

Obligation to inspect and file a claim or complaint; claiming damages

The consignee must inspect the consignment and file a claim for any externally detectable damage immediately upon receipt of the consignment. A claim for other than externally detectable damage must be filed in writing within seven days, excluding Sundays and red-letter days. If the Customer 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 should 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, the Customer or consignee will forfeit the right to make claims for any damage or delay.

Any claim for delayed delivery must be filed in writing within 21 days of the consignment being delivered to the consignee in accordance with the product conditions. However, if the consignment has not been delivered as agreed, a claim must always be filed in writing no later than three months after send out.

According to the Road Transport Agreements Act, compensation must be claimed within one year at the latest

1. from the handover date when the goods have been reduced or damaged or their delivery has been delayed;
2. from the date when 30 days have elapsed from the specified handover time, or if no such handover date has been determined, when 60 days have elapsed from the date when the carrier accepted the goods for carriage; and
3. in other cases, when three months have elapsed after the conclusion of the contract of carriage.

13. Customs clearance of consignments

The consignee shall pay the customs duties and regulatory charges as well as taxes for the consignment. If the consignment cannot be delivered to the consignee, any unpaid customs duties and regulatory charges will be charged to the consignor. No attached documents are needed for Consignments to EU countries. Consignments addressed elsewhere must be accompanied by a trade or proforma invoice, unless otherwise instructed.

14. Amendments to conditions

These Conditions of Carriage shall apply to international deliveries as of 1 October 2020 and supersede any previous conditions of carriage for international deliveries.

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 at least one month in advance.

15. 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).