

### **Scope of Application**

These Terms and Conditions define the General and Product-specific Product Terms and features of Posti Oy (hereinafter "Posti") warehousing services (hereinafter "the Service"). In addition to the Product Terms and Conditions, the warehousing services agreement between the Customer and Posti, with appendices, shall apply.

The Terms and Conditions herein do not apply to any other services provided by Posti, defined according to separate product-specific contracts between the Customer and Posti and Posti's Terms and Conditions applicable to various products and services. The Terms and Conditions herein do not apply to the transport of goods.

The services are provided by Posti or its subcontractor, hereinafter referred to as "the Service Provider". Posti is responsible for any subcontracting service providers' operations as it is for its own.

### **Subject of Service**

The service covers the management of services in accordance with the contract, encompassing the reception, storage and dispatching of goods, and the related auxiliary services. Customer-specific services and exceptions to these Terms and Conditions are specified in more detail in the service appendix enclosed with the product contract. Information in the service appendix is maintained and updated upon the initiative of the Customer or Posti.

Posti will maintain the premises, equipment and staff necessary for the agreed provision of services. Posti is liable for ensuring that service provision and the related premises and operations comply with statutory and official requirements.

### **Posti's Responsibility**

Posti is liable for executing due care in all operations.

Posti's warehousing responsibility begins when Posti has taken possession of the Customer's goods for warehousing, checked the packaging and wrapping

of the goods and signed for the goods as received in the bill of carriage or other transport document, without provisions. Posti's storage balance responsibility begins when Posti has inspected the product-specific number of items in the accepted batch of goods, within the term specified below in "Incoming Goods".

Posti's warehousing and storage balance responsibility shall end when the goods are handed over from the warehouse to the freight carrier against the freight carrier's countersignature on the freight bill, or when it can be otherwise proven that the goods have been handed over to the freight carrier.

Subject to any limitations of liability as set out in the agreement and in these Product Terms, Posti is responsible only for direct losses and damage arising out of negligence or the fault of Posti.

Posti is only responsible for damage to the goods during warehousing if the damage can be established to have been caused by an outside impact, dent or other such event affecting the goods. Posti is not responsible for any other damage to the goods if the goods' packaging and/or wrapping do not show any signs of damage due to an external cause, i.e. an outside impact, dent or other such event affecting the goods.

Under no circumstances is Posti responsible for so-called latent defects in the goods. Posti will notify the Customer of any damage to, and loss or shrinkage of, the goods occurring during warehousing or detected in the goods, immediately upon the observation of said damage, loss or shrinkage.

Posti's liability to compensate for damage to the goods during Posti's warehousing responsibility is limited to the purchase value, excl. VAT on the goods, to a maximum of SDR 8.33 per kilo of gross weight of the goods covering the extent of the damage.

Posti's liability to compensate for the part exceeding the Customer's liability for jointly established loss or shrinkage of goods while they are under Posti's responsibility is limited to the purchase value excl. VAT of the goods, to a maximum of SDR 8.33 per kilo of gross weight of goods or covering the extent of the loss or shrinkage affecting them. The Customer's responsibility is specified in the Product Terms and Conditions under Goods Stock-Keeping and Inventories.

The maximum liability of Posti in relation to the warehousing service is limited to SDR 500,000 in aggregate with regard to losses and damage occurring on one and the same occasion.

Posti is not responsible for circumstances it could not have avoided or the consequences of which it could not have prevented (incl. fire, water damage, and damage caused by an outsider through a criminal act or otherwise). Posti is not responsible for any action, mistakes or negligence by the Customer or a third party, nor the defective packaging of goods, incorrect or incomplete marking, special susceptibility to damage or environmental conditions.

Posti will not take out insurance on the Customer's goods. The Customer shall insure the goods against all risks including, but not limited to, fire, lightning, explosion, crashing of airplanes, storm damage, water damage, flood, theft and burglary.

### **Dangerous goods**

The storage of dangerous goods and/or other products requiring supervision by the authorities requires a separate written agreement in all cases. Dangerous goods and/or other products requiring supervision by the authorities may not be brought to the warehouse without an above-mentioned agreement and advance clarification.

The above-mentioned agreement specifies the maximum quantities of the dangerous goods and/or other products requiring supervision by the authorities that may be warehoused. The Customer is responsible for not delivering dangerous goods and/or other above-mentioned products to the warehouse in excess of the agreed quantities. If there are changes to the warehoused maximum quantities, these must be agreed with Posti well in advance. Posti reserves the right to adjust the prices in connection with changes in the maximum quantities.

If the Customer stores goods classified as dangerous, Posti has the right to charge a monthly "dangerous goods control fee," which is based on the quantities of the warehoused and processed dangerous goods. Posti has the right to charge the Customer for the costs incurred due to changes in regulations issued by

the authorities or legislation. Such costs include system and/or product information update/modification costs, permit changes, inspections by the authorities or any other costs incurred due to amendments to regulations related to the Customer's products and activities.

In addition to the basic product data, the Customer is responsible for providing the following information on dangerous goods (well in advance before the goods arrive at the warehouse):

- material safety data sheets for each product or dangerous properties in warehousing and transport indicated by another way if there is no requirement for a material safety data sheet concerning the product;
- the maximum warehouse quantity in kilos or liters per product article

The Customer is responsible for Posti having access to the most recent versions of the material safety data sheets for the product or most recent information on the dangerous properties at all times. Furthermore, the Customer is responsible for the packaging labels being in compliance with valid legislation and regulations upon arrival at the Posti location (incl. terminal and/or cross-docking products).

### **Customer's Liability**

The Customer is responsible for taking out insurance on goods stored at the warehouse.

The Customer is liable for ensuring that Posti does not suffer any damage and must ensure that Posti does not become liable to pay compensation for the consequences thereof due, for instance, to

- 1) Any incorrect, ambiguous or incomplete information related to the goods;
- 2) Deficient packing, marking, declaration, etc., pertaining to the goods, should this be the responsibility of the Customer or a third party;
- 3) For deficient loading or stowage of goods by the Customer or a third party;
- 4) A feature of the product causing damage, which Posti could not reasonably have identified.

If the stored goods are of such quality that they are liable to cause danger or damage or injury to persons,

property or the environment, or there is imminent danger of depreciation in the value of the goods, or if the customer does not provide the above information concerning the dangerous goods or otherwise does not comply with the said provisions, the customer is obligated to remove the goods immediately upon being notified thereof.

If necessary, Posti has the right to remove goods which might cause said danger or damage from the warehouse or to take any other action deemed necessary in order to prevent said danger or damage. The Customer is liable to compensate Posti in full for any costs incurred to Posti due to the aforementioned measures, and any direct damage caused by the goods to Posti or a third party.

### Incoming Goods

The Customer bears full responsibility for all of its purchasing operations. The Customer shall instruct the goods supplier to label delivered goods with product numbers and the number of items per box or pallet. The Customer will notify Posti in advance of incoming shipments to the warehouse in the manner to be specified under customer-specific information.

Changes in the delivery schedules have to be agreed upon well in advance and at the latest seven (7) days before the changes unless otherwise agreed upon in the contract.

The Customer's freight carrier is responsible for unloading the goods at the warehouse premises. Posti shall inspect incoming shipments to the warehouse, parcel by parcel, and add the incoming goods to the storage balance within 24 hours of the commencement of Posti's warehousing responsibility, within the framework of the warehouse opening hours. Reception duties comprise the inspection of packaging and the wrapping of goods, and the inspection of the transport documents, the placement of individual parcels on pallets, warehouse accounting tasks and shelving. Posti will sign freight and other transport documents as the representative of the Customer, and enter the required markings. Inspection will be performed on the warehousing unit level. Units packed by the manufacturer will not be opened unless otherwise agreed separately.

Posti is liable for entering the required provisions in the bills of carriage if the packaging or wrapping of goods is damaged. Parcels marked with provisions will be entered as unfit for sale and the Customer will be notified thereof while they are moved aside to await the Customer's instructions on their processing, and the corresponding assignment by the Customer.

Posti will retain the documents, bills of carriage, dispatch notes and customer return documents attached to incoming goods for six (6) years. This storage of documents is subject to a place of storage charge. Posti will retain information in its database for a period of one (1) year from the entry in the database of the information in question.

### Storage of Goods

Posti will store the goods in the warehouse on premises where they will not be damaged or their features altered during storage. However, Posti is only liable to provide normal room conditions in the warehouse unless otherwise agreed.

The Customer must provide clear and sufficient instructions in good time on the handling and storage of goods. If any official regulations apply to the storage, handling or transport of goods, the Customer must inform Posti thereof in advance in writing. Posti is responsible for providing storage and handling services for such goods in compliance with said regulations or general safety requirements. Storage volumes, services and the cost of goods requiring special storage premises (e.g. acids, toxic substances, inflammable (liquids)) are subject to special agreement under the customer-specific information.

For the storage of goods, the Customer must supply Posti with basic information on the goods well in advance. Basic information on goods comprises, at a minimum, the title code, name, sales unit and storage unit. Should the range change in any substantial way, Posti shall be informed of such changes without delay in order to obtain its agreement on any further measures required and schedules applicable. If an item of the Customer's is removed from the range, the warehouse must be informed thereof in order to cancel the reservation of collecting space or remove the entire item. Once an item is removed, an inventory

must be made of it and the remaining balance disposed of in accordance with the Customer's instructions. The Customer is liable for costs incurred for assignments pertaining to the disposal of goods and the costs of the actual disposal.

### **Sending**

Posti will pack the goods sent as effectively as possible. The Customer must inform Posti of any special packaging necessary for the goods. Posti will print out a dispatch note for the shipment alongside the required domestic transport documents. Export documents are subject to separate agreement. Standard documents will be produced in accordance with standard warehouse templates. Any customer-specific logos and other special needs are subject to agreement under customer-specific information.

Shipment delivery methods and response times for sending will be specified in the customer-specific information attached to the product contract.

The Customer is responsible for any carriers it uses. The Customer must provide Posti with the necessary information or instructions on measures agreed with the carrier that affect warehousing services. The Customer's carrier is responsible for the loading of goods.

### **Packaging Material**

Posti's packaging material will be invoiced according to actual use volume. There will be no charge for recyclable (used) materials. Transport units will be handled as packaging material. As regards packaging material, Posti will observe environmental aspects and utilize recyclable materials as extensively as possible.

Posti is in charge of processing cardboard material resulting from unpacking incoming goods, free of charge. Posti will invoice the Customer for costs incurred by the disposal of packaging materials of other incoming goods.

The Customer is responsible for reporting to the authorities on packaging materials.

### **Service Quality**

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Posti will evaluate the quality of its operations and report the results in accordance with the service appendix. Posti will prepare monthly reports to the Customer on service quality.

A person appointed by the Customer will act as the contact person for Posti as regards daily complaints. The Customer's contact person must submit any complaints to Posti within seven (7) days of the incident, in writing. Said complaint must include information necessary for analyzing the error (the Customer's order number, delivery date, recipient and information on the error).

Upon the Customer filing a complaint on warehousing operations, Posti must prepare a report for the Customer within 24 hours. Posti will undertake corrective measures as soon as possible. Posti will allocate the complaint to the day on which the error occurred.

### **Returns**

Customer returns will be directed to the address specified under customer-specific information.

If the return is sent to Posti's warehouse, the Customer will provide advance notification of a returning shipment, whenever possible, alongside instructions for processing the return. The Customer will instruct the recipient of the shipment to use the contract number of the Customer's freight carrier for returns. Returned shipments must include the Customer's details, the returning party's details, information on the goods returned and the reason for the return.

Posti will charge the Customer for any extra handling costs caused by unclear returns.

If the return is due to an error by Posti, the Customer will contact the warehouse, which will place an order for return transport at Posti's expense. The replacement delivery will be sent at Posti's expense, using the freight carrier specified by Posti.

### **Warehouse Accounting and Inventories**

Posti shall, in its storage guidance system, maintain information on the product-specific amounts of the

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goods to be stored in the storage. The customer undertakes regularly in its own system to match the product-specific amounts with those of Posti by a separate updating rhythm agreed upon between the Customer and Posti. The matching refers to a comparison of the amounts of goods in the system of the Customer to the amounts in the system of Posti.

This aims to ensure that if, for some reason or another, there are differences between the systems, they shall be checked and the necessary correction measures made.

The checking rhythm shall be agreed on before the start of production. The measures relating to the checking of the amounts are described in the operative manual.

If the amounts have not been checked or if the Customer does not verifiably otherwise prove it, the amounts in Posti storage guidance system shall be considered valid and they shall be used as the basis for calculating the amounts and the differences in inventories.

Posti is responsible for stock accounting based on its warehousing system, on arrival and dispatch transactions.

If any difference occurs during the pick-up, the goods in question shall be inventoried. In such cases, Posti is responsible for inventories and corrections to the warehouse balance, at its own cost. Posti may perform inventories on its own initiative and at its own cost at any time, provided that they do not disturb the Customer's operations.

If the Customer requires an inventory, the inventory will be performed within the normal warehouse working hours at a suitable time taking the reliability of the inventory into consideration. For such inventories, Posti will charge a fee in accordance with the product contract. The Customer must inform Posti of such inspections and inventories in advance and they must be performed so as to cause the minimum impediment to Posti's operations.

Stock shrinkage will be established jointly by performing an inventory on the stored goods at least once a year, unless otherwise agreed. Any resulting inventory differences shall be verified on the basis of

the balances revealed by the physical place of storage and the warehousing system balance. The Customer will be sent a balance difference report. In the specific case of each goods item, balance differences account for any + and – differences. The purchasing price-based sums of goods are totaled. If a + balance occurs, the Customer will not be liable to compensate Posti. The inventory protocol will be reviewed and approved together with the Customer. The Customer's deductible share for warehouse shrinkage is 0.8% of the warehouse stock value at the time of the inventory. In the stock shrinkage, the purchase prices of the Customer without value added tax shall be used.

### IT Systems

The IT system solution provided by Posti to the Customer is specified in the service appendix attached to the Product Contract. Any costs of customizing Posti's IT system upon the request of the Customer are subject to a separate agreement. Posti's IT systems used in the service may be changed from time to time. Any changes to Posti's IT system that have or may have effects on the activities referred to in the Product Contract must be announced well in advance.

### ProWeb

ProWeb service is an Internet-based service, enabling customers to verify the real time stock levels of their goods. This service also facilitates the entry of new delivery orders, the management of incoming purchase orders and the maintenance of basic information. Use of the system requires a workstation with an Internet connection.

Order forms must be completed and returned to Posti's contact person to facilitate the introduction of the system. Order forms will specify system users at the introduction stage. More users can be added later through the HelpDesk.

ProWeb service and maintenance prices are based on currently valid prices quoted in the Price list. The Service Appendix defines the service content in more detail.

### **Service Prices and Invoicing**

The service pricing principles are set out in the price appendix to the product contract. The services are subject to monthly invoicing per calendar month. The invoices will itemize the costs incurred per event type, in compliance with the price appendix.

Posti is entitled to special compensation for work required in addition to the services agreed in the Product Contract or its appendices. Unless otherwise agreed, the compensation will be based on the same principles as work included in the service agreed (e.g. the agreed hourly charge).

Posti holds a right of lien to all the goods of the Customer in the warehouse in order to secure receivables according to the Product Contract.

### **Exceptions / Disturbances**

Posti is liable to inform the Customer as soon as possible of any disturbances occurring in its operations.

Should any prolonged disturbances occur in Posti's daily operations, due to operations under the Customer's responsibility, Posti has the right to negotiate over charging the Customer for any extra costs due to said disturbances.

### **Moving Stock**

Should Posti so wish, and having negotiated with the Customer, Posti may transfer stock from its current location to a new one; for example, if the lease on the

warehouse ends. Having negotiated with the Customer, Posti may transfer stock from the current location to another for some other reason, provided that the move does not cause any substantial damage to the Customer's operations.

A removal plan in writing must be provided for the moving of goods and their placement, taking account of the Customer's functional aspects and operational warehousing requirements.

The Customer is responsible for the transfer of goods and removal costs caused by the Customer. Should the Customer remove the goods from Posti's warehouse in whole or in part prior to the termination of the agreement, Posti reserves the right to charge the Customer for each remaining day of the contract period, at a rate corresponding to the Customer's average daily performance-based charge prior to the removal of the goods. Posti does not have the right to charge for such compensation if the Customer has terminated the agreement as a result of a material breach of contract by Posti or on any other grounds for termination stated in the agreement.

### **Amendments to Product Terms and Conditions**

Posti is entitled to revise these Product Terms and Conditions. Posti will inform the Customer well in advance of any amendments to the Product Terms and Conditions.