

# **ITELLA LOGISTICS LTD**

## **PRODUCT AND DELIVERY TERMS FOR DOMESTIC FREIGHT SERVICES**

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## 1 Product and delivery terms for Itella's domestic freight services

Valid from January 1, 2011

### 1.1 Scope of application

These terms and conditions concerning Itella's domestic freight services are applicable to all domestic freight traffic services carried out by companies belonging to Itella Logistics Ltd or Itella Corporation (hereinafter "Itella" or "the Carrier"), unless otherwise expressly agreed. The provisions shall not be applicable to transports which do not fall under the scope of the Act on Road Transport Contracts or which are subject to their own special provisions. Freight traffic shall be considered to comprise freight transport carried out within Finnish borders, of a regular and geographically extensive nature, and combining and/or linking the assignments of more than one freighter. The assignments are carried out within the framework of Itella's service level agreement (SLA) concerning domestic freight services and these terms and conditions.

Furthermore, the services shall be subject to the Act on Road Transport Contracts valid at any given time, the Act on the Transport of Dangerous Goods, Itella's pricelists for domestic freight, and the Product and Delivery Terms for Itella's Domestic Freight Services.

### 1.2 Contract code, the transport contract and its conclusion

The transport contract is concluded with a written agreement signed by the Customer and Itella or when the Customer orders a transport from Itella Logistics Ltd, in which case the transport contract is confirmed with a waybill.

In addition, the use of the services is subject to the customer of Itella's domestic freight having a service agreement with Itella domestic freight, unless otherwise agreed to with the customer in question.

The transport contract concerns the amount of goods indicated in the order and the confirmed SLA. In the event that the amount of goods dispatched falls below the amount the transport was ordered for, the Carrier shall have the right to invoice the freight pursuant to the amount ordered. The Carrier shall likewise be entitled to refuse loading a larger amount than that indicated in the order for the transport in question.

### Transportation order

The transportation order should be submitted within the order times determined by Itella. The content of the transportation order should comply with the SFS - 5865 standard. In case the transportation order is carried out in some other way than specified above or if it is not submitted at all, the Carrier shall have the right to charge the Customer or the party paying for the freight the processing fee of a transportation order pursuant to the service pricelist.

### Ordering channels approved by Itella

- Online via RahtiPrinetti at <https://ohjelmat.posti.fi/kuljetustilaus/>
- Itella's telephone service, +358 200 92000 (local network charge/mobile phone call charge) Mon – Fri 8 a.m. – 6 p.m.
- Via an EDI connection built between Itella Logistics Ltd and the Customer
- Via e-mail, from the address <mailto:kuljetustilaus@itella.com>

- The customer may also deliver the goods to Itella's terminal for transport, in which case the order is considered valid when the waybill has been signed.

Any dangerous materials and articles intended for transportation by the Customer are reviewed by Itella's ADR safety adviser prior to the transport departure. This serves to ensure that the materials or articles may be transported. It also provides a chance to give the customer any necessary further advice. Itella reserves the right not to accept dangerous materials, or harmful articles, substances, or materials for transportation.

The minimum information required from the customer at the point of ordering:

- Sender's name and pickup address
- Details about the goods, and the quality and amount of the goods
- ADR transport
- The UN number of materials and articles classified as dangerous, the proper/official name of the material or article, the numbers of warning labels, packaging group if specified (otherwise a classification code), as well as the total quantity of each dangerous material
- Special instructions (schedule preferences, request for recipient to contact sender, exact delivery address, etc.)
- The final delivery destination of the goods
- Preferred pickup time

### 1.3 Waybill as transport document

The transport document employed by Itella's domestic freight services is a transport document approved by Itella at any given time. At the time these terms and conditions enter into force, these include the customer's own waybill, or a waybill printed out from an electronic order channel or Itella's system. Unless otherwise agreed in writing between the Customer and Itella, domestic freight services do not accept a waybill signed by the sender. Itella reserves the right to accept only the use of transport documents in electronic format, by notifying the customer of the fact within a reasonable time in advance.

The waybill should comply with the SFS - 5865 standards. In case the customer uses its own waybill not included in Itella's system, the recipient terminal must enter the order into the system manually. Domestic freight dispatches that pass through the terminal are accompanied with Itella's waybill and package address labels.

The customer submits a waybill in four copies for each dispatch. A waybill sent in electronic format must also contain at least the following information:

- Waybill number
- The sender's customer number provided by Itella
- The sender's name, street address and postal code
- The goods' dispatch location and postal code and date of dispatch
- The recipient's name, street address and postal code
- The goods' delivery address, if different than the recipient's
- The party paying for the freight and said party's possible customer number, in case the party is other than the sender
- Number and type of packages and their contents
- The goods' actual gross weight

- Volume in cubic meters given to one decimal place
- The cargo space occupied by the goods in pallet meters and pallet places
- The length of long goods
- The UN number of a material or article classified as dangerous, preceded by the initials “UN”, the proper/official name of the material or article, supplemented by a technical name as necessary, the numbers of the warning label and packing group, if determined, and the total quantity of each dangerous material

#### Terms concerning the use of electronic waybills

An electronic waybill constituting an electronic order must contain, at the very least, all the information (SFS standard no. 5865) defined for waybills in the Act on Road Transport Contracts and the information specified above under section 1.3.1.

The driver confirms the order’s receipt for transportation electronically or by other verifiable means. The driver enters any possible reservations/notices in the information system prior to receipt confirmation. With regard to cargo space loaded by the sender, the Carrier's receipt checking and confirmation can be conducted in some other location separately agreed on with the customer (such as in a terminal).

The shipment’s recipient makes all possible reminders and confirms the delivery electronically, with a method commonly employed by the Carrier. Electronic confirmation does not cancel the shipment recipient’s obligation to check the delivered goods.

All reservations/reminders that the Carrier becomes aware of during the transport chain are entered into the Carrier’s information system. Upon request, the Carrier will provide the transport customer a printout of the electronic waybill, which the Carrier may charge according to its service pricelist. Responsibility for the transport is transferred according to these terms and conditions and the Act on Road Transport Contracts.

#### 1.4 Sending customer’s responsibilities

The sender is responsible for packing the product in such a way that it endures the normal stress in the cargo space experienced during stowage, terminal handling, and transportation, and the securing and/or support in cargo space in accordance with good practice. Itella shall have the right to supplement and repair an incomplete package in order to prevent danger and to charge any expenses arising out of this in accordance with a separate service pricelist. In case supporting or protecting the goods requires securing means other than those provided by basic securing equipment, the sender must, at its own expense, provide the Carrier with said means when the shipment is being picked up.

The sender is responsible for the accuracy and mutual correspondence of the goods, order, package labeling, and the possible transport document. The sender is responsible for any information indicated on the transport document and otherwise provided by the sender.

The sender must furnish each package of the freight shipment with address labels. The address label markings must include the total number of the packages of a dispatch unambiguously, the recipient’s address, and handling notes, so that the packages can be handled and delivered to the correct recipient even without a waybill. The sender must always indicate the package’s centre of gravity, if said mass centres higher than at the package’s mid-height.

The Carrier, insofar as possible, follows the handling instructions supplied by the customer in the order and on the package labelling; the packages should be marked accordingly. A mere transport document does not constitute binding instructions.

Damage to the transportation package will not be compensated.

The sender holds liability for the dangerous materials submitted for transport being applicable to goods traffic and for the fulfilment of sender liabilities prescribed by law. The sender is responsible for any costs accrued due to incomplete dispatches of dangerous materials.

The sender is responsible for any costs arising out of a failure to inform the Carrier of the delivery's actual (gross) weight.

In the event that the customer fails to act in accordance with the instructions explained above, Itella has the right to charge any costs accrued due to additional work.

The customer is responsible for the information of the transportation order and the order's accuracy, as well as for any costs and loss or damage arising from incorrect or incomplete information.

In case the shipment is not available for pickup at the agreed-upon location or in the agreed-upon way, or if the pickup is delayed due to a reason attributable to the customer or sender, Itella shall be entitled to charge a fee for the standby time and/or the waste driving pursuant to its pricelist. Itella is entitled to charge a separate fee for any changes to agreed-upon pickup times and extra pickups. The customer must ensure that the shipment is available for unobstructed pickup at the agreed-upon location.

The customer must ensure that it receives and stores a customer copy of the shipment's transport document.

#### 1.5 Itella Logistics Ltd's responsibilities

#### 1.6 Commencement and end of transport responsibility

Itella's transportation responsibility begins when the shipment has been accepted for transport and ends when the delivery has been delivered to the recipient pursuant to legislation pertaining to the transportation of goods and these terms and conditions, or when the delivery has, in accordance with what has been agreed, been placed in the recipient's use at the destination location, or when the delivery has been returned to the sender.

Itella is responsible for transporting the shipment in accordance with the contract and within the agreed-upon timeframe to the recipient indicated in the package markings. To the extent possible, Itella is responsible for the road safety of the transport unit and the cargo, as well as for complying with legislation concerning transportation, insofar as has not been otherwise provided for with regard to transportation events. In the event that the transport cannot be carried out in accordance with the SLA due to a reason attributable to the customer, sender, recipient, or any third parties, the Carrier shall not be liable for any delays in delivery.

The shipment is delivered to the address detailed on the address label or the transport document. Such an address must be a location which vehicles can access unhindered. Only notices of arrivals are delivered to post-office box addresses. In case a shipment cannot be delivered to a recipient's address for reasons independent of Itella, a notice of arrival shall be left at the address. In such cases, the recipient must agree on a new delivery with Itella. Should the recipient remain unavailable during the

new delivery as well, the shipment shall be stored at Itella's office or outlet for a period of 14 days, after which the shipment is returned to the sender in accordance with section 1.11. Itella will charge a separate fee for a shipment's storage and any deliveries or attempts at delivery occurring after the first occasion.

The shipment is delivered to the recipient in exchange for a signature. Corporations and companies are responsible for any persons acting on their behalf having authorization to do so. If necessary, the person who signs the receipt confirmation must produce a power of attorney and proof of authorization to sign for the company or corporation. In addition, signatures and authorizations shall be subject to all other relevant statutory provisions.

Recipient's must decide whether to accept the shipment or not based on the shipment's cover/wrapping. The shipment is not handed over for the customer's inspection before it has been paid and signed for.

Itella shall be entitled to save information pertaining to shipments in Itella's shipment tracking system.

### 1.7 Itella's responsibilities and limitation of liability

Pursuant to the Act on Road Transport Contracts, Itella is liable for any loss and reduction of or damage to goods for the duration of the time between accepting the goods for transportation and delivering them. The maximum amount of damages payable to the party suffering the loss or damage due to the damage, loss or reduction of goods shall be determined in accordance with the maximum amount of damages provided for in the Act on Road Transport Contracts. Pursuant to the aforementioned Act, the maximum damages payable for delivery delays is limited by the amount of the transportation charge (freight) of the delayed delivery. The damages are based on the actual loss or damage caused.

Damages are paid for property damage and for costs arising out of the loss or damage. Compensated property damage comprises any direct and material loss or damage, at most up to the maximum amounts determined in the Act on Road Transport Contracts. Costs arising out of the damage refer to any necessary and immediate expenses attributable to the prevention, containment, or repair of loss or damage, or any other measures immediately related to the loss or damage.

The prerequisite for Itella's liability for damages is that Itella's representative has had a chance to verify the loss or damage and that the deliveries have shown indications of external damage or it has otherwise become obvious that the damage has been caused during the time the shipments have been in Itella's possession. Itella is not liable for loss or damage attributable to the qualities of the goods or any defects thereof. In case Itella is liable for damages, Itella has the right to compensate the faulty or delayed service primarily by means of a corresponding substitute service.

Itella is not responsible for any indirect or consequential loss or damage such as loss of income, proceeds, or profits, loss of interest or any other equivalent financial loss. Nor is compensation paid for any antique or sentimental value of the goods or a financial loss of the kind.

Itella is not liable for loss or damage caused by: Inadequate or faulty transport packages; damage caused by support; incomplete handling markings on packages or the incomplete markings of a shipment; any activity carried out by the customer, sender, recipient, or a third party; the goods' particular susceptibility to damage; any national or local disruptions to the transport network, or mechanical problems in transport vehicles or the transport fleet; conditions which Itella could not have avoided and whose consequences it could not have prevented, or any other equivalent events beyond Itella's control. If Itella compensates the full value of any goods, the proprietary right of said goods is transferred to Itella, should Itella so require.

Itella may employ suppliers in the production of the services. However, the primary responsibility for the shipment shall remain with the actual principal Carrier (Itella), which confirmed the transportation order, throughout the entire transportation event.

### 1.8 Recipient's responsibilities

The recipient is responsible for checking the shipment upon delivery. The Carrier should verifiably be sent a reminder of any outwardly apparent damage to and/or deficiency of the goods without delay. Any damage that cannot be observed externally should verifiably be reported to the Carrier within seven (7) days of the goods' delivery. Sundays and national holidays shall not be taken into account when observing the deadline. If the reminder referred to in this clause is neglected, the right of action shall be forfeit unless the Carrier, or the party whose actions the Carrier in its capacity as the principal Carrier is liable for, is found guilty of wilful or gross negligence.

If the recipient is a consumer as referred to in the Consumer Protection Act <http://www.finlex.fi/en/laki/kaannokset/1978/19780038>, the reminder should be submitted within a reasonable amount of time from receiving the goods.

### 1.9 Basis for chargeable weight

Shipments which, due to their volume or other qualities related to loading, do not with their actual weight meet the loading capacity of the transport unit are provided with a freighting weight.

#### **Volume weight: 333 kg/m<sup>3</sup> (cubic weight)**

The volume acting as basis is the shipment's length x width x height, rounded off to cubic meters with an accuracy of one decimal point. Used when the shipment's actual weight is less than 333kg/m<sup>3</sup>, when other goods can be loaded on top of the shipment, and when the shipment can be loaded on other goods.

#### **Pallet-meter weight: 1,850 kg**

Used when the shipment takes up the entire width of the cargo space and no other goods can be loaded under, on top of, or next to the shipment.

#### **FIN-pallet weight: 925 kg/pallet**

Used when the actual weight of a shipment loaded on a cargo pallet of the size 1 x 1.2 m is less than 925 kg and other goods cannot be loaded on top of it.

#### **EUR-pallet weight: 740 kg/pallet**

Used when the actual weight of a shipment loaded on a cargo pallet of the size 0.8 x 1.2 m, height 2.40 m, is less than 740 kg and other goods cannot be loaded on top of it.

#### **Outlet pallet weight: 370 kg/pallet**

Used when the weight of a shipment loaded on a pallet of the size 0.8 x 0.6 m is less than 370 kg, or when the actual combined weight of two outlet pallets loaded one on top of the other is less than 370 kg.

#### **Empty cargo pallets and other reusable packages**

Individual FIN pallets and equivalent 60-kg packages, EUR pallets and equivalent 50-kg packages, outlet pallets and equivalent 20-kg packages; others according to volume. More than one according to volume.

### **Long goods and bundles**

To be agreed separately with the customer on a case-by-case basis.

### **Guideline values:**

<b>4.0 – 5.9 m:</b>	1.5 x actual weight,	but at least	<b>250</b>	<b>kg</b>
<b>6.0 – 7.9 m:</b>	2.0 x actual weight,	but at least	<b>500</b>	<b>kg</b>
<b>8.0 – 9.9 m:</b>	2.5 x actual weight,	but at least	<b>750</b>	<b>kg</b>
<b>over 10 m:</b>	4.0 x actual weight,	but at least	<b>1,000 kg</b>	

Instructions on the minimum freighting weights of exceptional shipments:

- Transportation of a single bicycle 90 kg
- Motorcycle 925 kg
- Scooter/moped 500 kg
- Snowmobile 1,850 kg
- Buggy 1,850 kg

#### 1.10 Top-loading possibility of packages

The possibility to load packages one on top of the other may be accounted for when the following conditions are met:

- The shipments' packages' weight, shape, and durability allow them to be stacked to a height of 2.4 m.
- If the shipment consists of only a single package, it should allow loading both on top and underneath.
- The height of one package or pallet may not exceed 1.2 m.
- The package must be flat, compact, and in good condition.
- The package's mass may be at most half of the freighting weight of an equivalent pallet place.
- The products loaded on top must allow machine handling. In case the product does not allow loading on top, it must be clearly indicated on the package.
- ADR class goods do not allow loading on top.

A shipment which consists of packages or bundles > 2.40 meters long, and with a unit weight of > 35kg/apiece, are freighted according to the power pallet places needed for the shipment's loading and support, or the shipment's mass, if the latter exceeds the freighting weight of the power pallet places.

In case the freighting weight declared by the sender is found to be inaccurate, the Carrier shall have the right to adjust the freighting weight.

The sender is obligated to pack the shipment on a machine-handled loader, provided that the mass of a single package is more than 35 kg. If the shipment consists of more than ten (10) packages, the packages must always be unitized on the loader. In freighting details, packages unitized for one loader and clearly attached together shall be considered as a single package. Packages with a weight of more

than 1,000 kg must indicate the gross weight in accordance with occupational and industrial safety legislation.

Goods traffic complies with the regulations of FI 2002 wood packing system.

#### 1.11 Transport services

Itella's domestic freight transport services include:

- Transportation in a dry cargo space in outdoor temperature.
- One pickup from the sender in accordance with a schedule separately provided by the Carrier and from the vehicle's immediate vicinity (max. distance 5 meters) from a location which a truck can access unhindered.
- Delivery within the timeframe indicated in the transport schedule provided by the Carrier.
- One delivery to the address indicated on the package in the vehicle's immediate vicinity (max. distance 5 meters) to a location which a truck can access unhindered.
- The driver's shipment handling with a forklift provided that the weight of a single package is less than 1,000 kg, its height is less than 2.40 meters, length less than 4.00 meters and width less than 2.40 meters.
- Delivery on business days between 7 a.m. and 5 p.m., but at a more precise time determined solely by the Carrier.
- The time used for loading and unloading separately declared by the Carrier.
- The responsibility of a Carrier pursuant to the Act on Road Transport Contracts.

The Carrier is not responsible for insuring the transported goods. Such policies must be taken out by the customer. The Carrier assumes responsibility for monitoring the collection of charges forward only if this has been expressly mentioned in the waybill and if the sum of the charges forward and method of payment have been clearly indicated and specified.

The Carrier reserves the right to select the type of vehicle, mode of transport, and the transport route and, upon its discretion, to transport the goods in direct traffic or via transshipment/reloading, unless otherwise agreed.

The Carrier has the right to invoice any possible exceptional procedures or delivery times in accordance with a separate service pricelist, unless otherwise expressly agreed in the transport contract. A pickup or delivery carried out with the help of a crane or other such special equipment is charged separately, on a case-by-case basis. Any overtime independent of the Carrier and related to loading and unloading is subject to a standby charge.

If the cargo exceeds the maximum width, height, length, or weight allowed for a vehicle, the shipment shall be subject to a special transport charge with case-specific pricing.

In the event that any special safety equipment (protective clothing, safety boots, mask, etc.) is needed either at the loading or unloading end, the customer must supply the driver with said equipment free of charge.

#### 1.12 Delivery time

Shipments, for which the customer has ordered a pickup by noon, or another customer-specifically agreed pickup time, are picked up during the same day. The shipments are primarily delivered to the recipient by 4 p.m. on the following business day. With regard to certain delivery areas, we reserve the right to deliver shipments within two business days following the day of dispatch. The shipments are

delivered by 4 p.m. on each business day, unless a specific delivery has been otherwise agreed-upon with the customer. Exceptions to these normal delivery times include shipments requiring special vehicles and sparsely populated/rural areas, to which shipments are delivered by 5 p.m. For postal code-specific delivery schedules, please go to:

<http://www.itella.fi/english/onlineservices/tools/deliverytimeinquiry.html>

For any delayed goods, the Carrier compensates the payer for the freight with a maximum amount equalling the freight amount, provided that the payer for the freight drafts a reminder on the delay within 14 days of the shipment being delivered to the recipient and substantiates the loss. However, the payer for the freight shall be obligated to pay the Carrier for the freight.

A claim for damages concerning any lost goods may be sent to the Carrier if the shipment has verifiably not been delivered within sixty 60 days of the time during which the shipment, according to the SLA of these terms and conditions, should have been delivered to the recipient. However, the Carrier shall not be liable for damages if it is able to prove that the goods are accounted for, or have been delivered to the recipient's use in accordance with these terms and conditions, or if the goods have been returned to the sender.

In other respects, the expiration of complaint times and the right of action shall be subject to the provisions of the Act on Road Transport Contracts.

#### 1.13 Return to sender, processing of undeliverable

In the event that the shipment cannot be delivered to the recipient within the storage period because the recipient does not have a valid change of address [mail redirection service], because the shipment is marked with an incorrect or incomplete address, the recipient refuses to accept the shipment, or because of some other, equivalent reason, the shipment is returned to the sender.

The transportation charge of a returned shipment and any possible additional services are invoiced from the original payer or customer. If a shipment cannot be forwarded to the recipient or returned to the sender, the shipment is directed to the undeliverable shipments' clearing process. If both the sender and recipient expressly refuse to receive the shipment, Itella shall have the right to dispose of it. If the shipment cannot be delivered to the recipient and no further instructions have been received from the sender within a reasonable amount of time, or if such instructions cannot be followed within reason, Itella has the right to sell the goods in a way that secures the interests of the entitled. Itella shall likewise have the right to sell the goods if the sender refuses to receive the shipment or if the shipment's return to the sender has failed due to some other reason.

In lieu of selling the goods, Itella shall be entitled to dispose of them, provided that sales are not possible or practicable. Itella may sell or dispose of the goods without waiting for the sender's instructions if the goods are perishable or if the storage costs of the shipment are not reasonably proportionate to its value. In such cases, the sender of the shipment must, insofar as possible, be informed of the sale or disposal of the goods in advance.

#### 1.14 Waybill and reservation

All reservations/reminders which occur during the transportation chain are recorded in the Carrier's information system in such a way that the entries' chronological order can be verified afterwards. Upon request, the Carrier will provide the transport customer a printout of the electronic waybill, which

the Carrier may charge according to its service pricelist. Responsibility for the transport is transferred according to the Act on Road Transport Contracts.

#### 1.15 Transports that require special measures

Dangerous materials, with regard to the transportation of ADR class goods, the parties to the transport chain must abide by the provisions of the Act on the Transport of Dangerous Goods (719/1994) and any amendments and related decrees thereto.

Goods traffic may transport dangerous materials only as single consignments. Such materials must furthermore allow, within the framework of ADR regulations, mixed shipping with other dangerous materials and other transported goods in the same vehicle.

Any dangerous materials and articles intended for transportation by the Customer are reviewed by Itella's ADR safety adviser prior to the transport departure. This serves to ensure that the materials or articles may be transported. It also provides a chance to give the customer any necessary further advice.

Itella does not transport materials falling under transport categories 0 and 1 of the exemptions table, nor materials of class 1 (explosive substances and articles, excluding 1.4S), 4.2 (substances liable to spontaneous combustion), and 7 (radioactive materials). Exceptions are courier transports, which are subject to separate agreements.

Restrictions related to the service:

Solid materials: a maximum of 200kg/inner package

Liquid materials: a maximum of 200l/inner package

The transportation of ADR Goods; Road tanker transports, single consignment transports, temperature-controlled transports, as well as transports which require vehicle approval or placarding (such as classes 1 and 7), or dangerous materials whose transport requires a safety plan, are carried out on a case-by-case basis and only as separately agreed-upon, scheduled, and freighted transport.

The Carrier shall be entitled to demand additional remuneration in accordance with its own service pricelist for all transport of dangerous materials and to amend the SLA, should the reason for such an amendment be to ensure that the transport of dangerous materials is executed in accordance with the law. Loading one on top of the other with other products is not possible.

Any and all transport of dangerous materials is subject to the valid ADR legislation. The sender is responsible for the correct classification/categorization of the materials and articles and for packing, labelling, and transport documents that correspond to such classification. In addition, shipments containing dangerous materials are labelled with Itella's ADR tapes. In case any material deficiencies are observed in the aforementioned matters or if the shipment leaks, the transportation is interrupted for the duration of the deficiency or repair. In such cases, Itella shall not be responsible for the realization of the transportation's agreed-upon SLA.

The customer must declare the UN number, the official/proper name, supplemented with the technical name as necessary, the classification (class and packing group or, if such has not been determined, the classification code), and the amount of the dangerous material in the transportation order. This ensures that the pickup driver possesses any possibly requisite ADR license and the safety equipment required by law. The equivalent information must also be indicated on the actual transport document in a statutory form.

**Oversized transport:** If the cargo exceeds the maximum width, height, length, or weight allowed for a vehicle, the shipment shall be subject to a separate agreement with the Carrier. Any oversized shipment is always freighted and scheduled case-specifically and with observance of any regulations pertaining to special transport.

**Temperature-controlled:** Temperature-controlled transport is carried out only in accordance with a separate agreement.

**Foodstuffs:** Foodstuffs which fall under the scope of own-check are transported only in accordance with separate agreements.

**Live animals:** Live-animal transport is carried out only in accordance with a separate agreement.

**Hazardous waste transport:** Goods traffic transport hazardous waste only on a case-by-case basis and pursuant to separate transport contracts.

#### 1.16 Terminal services

In cases where the customer delivers the shipment to the Carrier's terminal, the shipment shall be considered as having been forwarded to goods traffic when it is in the Carrier's terminal's reception area unloaded, checked, and confirmed. When a recipient picks up a shipment from the Carrier's terminal, the goods traffic assignment shall be considered as having ended when the shipment has been moved to the terminal's delivery area and confirmed. If the sender has addressed the shipment to the terminal, Itella has the right to charge a service fee for the customer's pickup.

#### 1.17 Payment of freight

The Carrier's right to invoice is born when the Carrier confirms receipt of the transportation order. The payer for the freight must be indicated in conjunction with the transportation order.

The Carrier is entitled to a full freight when the shipment has been picked up from the sender as per the transportation order, or if the transportation order has not been cancelled on time. A transportation order must be cancelled no later than two (2) hours prior to the pickup time indicated in the customer's order. If the shipment's actual amount is smaller than what has been indicated and confirmed on the transportation order, the Carrier shall be entitled to a full freight. If the actual amount is bigger than what has been indicated, the payer for the freight shall be charged a freight equaling the actual amount. If the vehicle's loading or unloading has not been commenced within the timeframe available for loading or unloading indicated by the Carrier, the Carrier shall have the right to leave without the cargo and yet be entitled to a full freight. The same applies if the shipment's loading proves impossible due to traffic and/or product safety reasons.

The customer and/or sender are responsible for freight payment if so specified in the transportation order.

#### 1.18 Disputes

Any disputes between the contracting parties shall be primarily resolved by means of negotiations between the contracting parties.

If such negotiations fail to reach an agreement, the dispute shall be resolved in the Helsinki District Court in accordance with Finnish legislation. The contracting parties may also opt for the dispute in

question to be resolved, in lieu of the district court, in a court of arbitration held by one arbitrator in Helsinki in accordance with the rules of the Arbitration Institute of the Central Chamber of Commerce.

#### 1.19 Force majeure

The contracting parties shall be released from their contractual obligations and indemnity liability in case of a *force majeure* event, such as a strike or an industrial dispute, accidents, any measures carried out by authorities, and any other conditions that the contracting parties are unable to avoid and whose consequences they are unable to prevent. The service provider shall attempt to carry out the services constituting the subject of this contract according to its best ability also in case of any aforementioned *force majeure* circumstances.

#### 1.20 Amendments to these terms and conditions

Itella may change these product and delivery terms. The customer will be informed of any such changes prior to the changes taking effect.