

### PostNord Oy (Finland)

### **General Terms and Conditions**

#### 1 SCOPE

These General Terms and Conditions (hereafter "GTC") apply to services which PostNord Oy (hereafter "PostNord") provides according to the main agreement incl. appendices (hereafter "Agreement"), which refers to PostNord's General Terms and Conditions

These GTC may only be deviated from with a separate agreement between PostNord and the Customer, or when the special terms applicable to a service contain clauses deviating from the GTC. Any separate agreement or a deviating provision in the special terms supersedes these GTC.

The Agreement as a whole consists of three types of terms and conditions whose order of precedence is as follows:

- Customer-specific terms and conditions, such as pricing or conditions deviating from service-specific special terms and conditions or the GTC. Customerspecific terms and conditions may be agreed in a separate agreement document or its appendices.
- 2) Service-specific special terms and conditions.
- 3) GTC supplemented in the Nordic countries by the General Conditions of the Nordic Association of Freight Forwarders (NSAB 2015), in other international traffic, by the Convention on the Contract for the International Carriage of Goods by Road (*CMR*) applicable to cross-border transportation and in international postal shipments by the Universal Postal Union, insofar as the GTC do not specify otherwise.

### 2 **DEFINITIONS**

• Customer/customer:

The company or natural person who has entered into the Agreement with PostNord Oy.

• Agreement:

The Agreement as a whole (main agreement incl. schedules), consisting of customer-specific terms with their service descriptions and appendices, and the GTC as well as the special terms applicable to each service to be provided.

· Special terms:

The parts of the Agreement that define the terms for the services included in the Agreement and that take precedence over the GTC.

Shipments:

Parcels, pallets and other addressed or non-addressed shipments handled in PostNord's transport or warehousing operations.

Means of transport:

Cages, trolleys, crates and any other means of transport supplied by PostNord.

Other services:

All services that are not defined as electronic services and that do not involve the transport of shipments.

Recipient:

The party indicated as the receiver of the shipment.

Sender:

The party who has submitted the shipment to be transported by PostNord.

#### 3 PRICES

The Customer shall pay the prices and fees defined in the Agreement. Should the payable prices and fees not be defined in the Agreement or otherwise, PostNord's current valid price list shall be applied. With respect to administrative fees and other fees, the fees applicable from time to time shall always apply. All prices and fees are stated exclusive of VAT.

### 4 INVOICING AND PAYMENT TERMS

The invoices shall be paid within ten (10) days unless otherwise agreed. Should the payment be delayed, PostNord is entitled to charge interest on the delay starting from the due date. The interest on the delay is determined according to the current valid tax rate.

PostNord is entitled to invoice the service after it has been provided. PostNord is entitled to change the invoicing period with notice thirty (30) days before the change comes into effect. PostNord is entitled to charge an invoicing charge for each invoice unless otherwise agreed.

When making the Agreement, PostNord shall assign the Customer their own customer number which ceases to be valid if it remains unused for twelve (12) months. The Customer may then apply for a new customer number using an appropriate application method.

Notifications regarding invoices or other demands for payment sent by PostNord must be delivered to PostNord within the timeframe; see section 17. In case of claim related to provided services, the Customer is not entitled to deduct the amount from the payment or refuse the payment. PostNord will make the possible compensation of costs retroactively.

# 5 TERMS FOR SHIPMENTS AND SERVICES

### 5.1 General obligations of PostNord

PostNord is responsible for delivering the agreed service according to the Agreement. PostNord may fulfil the Agreement, i.e. perform the services, itself or through a subcontractor.

PostNord's responsibility for the shipment begins from the moment PostNord receives the shipment and ceases when the shipment is delivered to the delivery address provided or another location agreed with the Recipient, although not necessarily personally to the Recipient.

For shipments collected from PostNord's collection points or other service or delivery points, PostNord's responsibility ceases when the shipment is handed over. PostNord's responsibility also ceases when it is deemed impossible to deliver the shipment and the shipment is returned to the Customer.

### 5.2 General obligations of the Customer

The Customer is responsible for fulfilling the obligations set out for the Customer in the Agreement, export control rules and applicable law. The Customer's

obligations may also be expressed as the responsibilities of the Sender or Recipient.

The Customer must ensure that the contents of the shipment comply with the requirements of these GTC and the requirements of other terms agreed.

### 5.3 Packaging

The Customer must pack the shipment contents in a manner that will ensure that the package is suitable for its contents, will protect the contents sufficiently, will withstand normal transportation conditions and prevent the shipment, either intact or broken, from causing damage to other shipments or to PostNord's personnel, equipment or facilities.

Export and import regulations regarding wooden packaging materials vary in different parts of the world according to whether the international ISPM 15 -standard has been implemented. Exporters and importers handling wooden packaging materials must ensure that they have up-to-date knowledge of the applicable regulations in force in each country so that goods are not stopped because the regulations regarding wooden packaging materials are not met or important documents are missing. Further details are available from the Finnish Food Authority at www.ruokavirasto.fi.

A general rule is that any untreated wooden packaging materials should not be used for export purposes.

### 5.4 Address information

The recipient's delivery address must be provided in a correct form and in a manner that can be understood in the destination country. The ISO country code must be entered before the postcode (not for domestic deliveries).

The recipient's delivery address is mandatory. The delivery address refers to a street address, postal code and location, not a post office box number.

### 5.5 Hazardous or prohibited substances and maximum value of shipments

The Customer must ensure that the shipment contents do not infringe the terms set out in this section and other terms agreed. The Customer must compensate PostNord or any other aggrieved party for all damages arising from the infringement of these terms by the Customer, see section 5.6.1.

### 5.5.1 Hazardous substances

It is prohibited to send hazardous substances via PostNord or to submit these to PostNord for handling unless otherwise agreed. Regardless of the aforesaid, the shipment or handling of limited quantities of hazardous substances is however possible by means of certain services as set out in the special terms or service descriptions.

### 5.5.2 Money and certificates of value

It is prohibited to send money and comparable means of payment or certificates of value via Post-

### 5.5.3 Prohibited substances and articles

The following substances and articles may not be sent via PostNord:



- money and comparable means of payment or certificates of value
- human remains, funeral urns, body parts and organs are also prohibited, as are dead or living animals
- · live plants and soil
- weapons, weapon parts and ammunition according to Firearms Act
- shipments whose contents, external appearance or shipment are against the law, e.g. illegal narcotics/drugs and counterfeit products
- products which, due to their odor or other characteristics, cannot be carried in the same load space as other shipments.

Sending following items and substances require a special agreement with PostNord:

- infectious substances belonging to category A (UN 2814, UN 2900)
- tobacco, alcoholic beverages and drugs
- replicas of weapons and ammunition
- perishables or goods that need to be chilled or heated to temperatures other than normal transportation conditions
- tyres for motorized vehicles.

Service-specific special terms or service descriptions may include mention of other prohibited substances or objects.

The Customer is responsible for ensuring that the contents of the shipment comply with the export and import regulations of the country of departure and destination.

Further limitations apply to parcels delivered by air, as determined by the IATA (International Air Transport Association) / ICAO (International Civil Aviation Organisation), The Sender is responsible for ensuring that the shipment contents do not infringe these rules and regulations.

### 5.5.4 Maximum value of shipments

It is prohibited to send via PostNord valuable items such as precious metals, jewellery, gemstones, genuine pearls, furs, carpets, watches, antiques, works of art and admission tickets with a value of more than 520 € per shipment.

The service-specific special terms may include limitations that define the maximum permitted value for a shipment.

### 5.6 Liability and limitations of risk

### 5.6.1 General liability rule

According to Finland's Road Transport Agreement Act (345/1979) or other legislation applicable to the mode of transport in question, PostNord is liable for any loss, depreciation, damage or delay to the goods. This liability begins from the moment PostNord receives the shipment to be transported and ceases at the moment the shipment is delivered.

The specific legislation on freight transport enables PostNord to discharge itself from liability under certain circumstances and to limit its liabilities according to calculation principles laid down in the legislation. Should the determination of liability not already be included in its statutory rights, PostNord shall invoke the limitations of risk allowed by the legislation for each mode of transportation.

For any damages not covered by legislation specific to the mode of transport, such as damages occurring during intermediate storage, PostNord is liable regardless of the grounds for exemption from liability mentioned in section 5.6.2., if PostNord causes such damages through fault or negligence.

In no event shall PostNord be liable for indirect or consequential damages, such as the loss of earnings, lost market share or other corresponding damages or losses. If the damages are caused deliberately or through gross negligence, the limitation of risk provision does not apply.

### 5.6.2 Areas in which PostNord's liability does not apply

PostNord is not liable for the loss, depreciation, damage or delay to the goods caused by:

- fault or negligence of the Sender or Recipient;
- incorrect or incomplete address or labelling of the shipment;
- non-delivery of the shipment where delivery is not possible;
- incorrect or incomplete information about the contents of the shipment;
- handling, loading, stowage or unloading of the goods by the Sender or Recipient or a third party on their behalf;
- inherent susceptibility of the goods to damage, such as breakage, leakage, spontaneous combustion, rotting, corrosion, fermentation or evaporation, or to cold, heat or moisture;
- · incorrect or defective packaging of the goods;
- circumstances beyond PostNord's control when performing the service, which PostNord could not have reasonably foreseen and whose consequences PostNord could not have reasonably avoided or solved (such as strike, act of nature, water damage, fire, criminal act).

PostNord is not liable for shipments that contain hazardous or prohibited substances or objects in contravention of the conditions outlined above in section 5.5. or, for goods whose value exceeds the maximum permitted value, for the amount exceeding this value

PostNord is not liable for damage caused by someone using the contents of the shipment for illegal or unauthorised activities after the delivery of the shipment.

### 5.6.3 Limitation of liability

Compensation is only paid for documented damages. In conjunction with any claim related to damage, the original package or sufficient photographs of the original package must be shown. The goods under claim or the packaging must not be discarded. Post-Nord will reserve the right to inspect the product and its original packaging.

If PostNord is responsible for the contents of the shipment or loss or depreciation of goods during road transport, the compensation to be paid is calculated according to the value the goods had when received for transport in the locality where they were received for said transport. The value is calculated according to the current value of the goods. However, if the goods have an exchange price or a market price, the value is calculated according to these values. For domestic transport, the transporter's liability is limited to €20.00 for each kilogram missing from the total weight of the goods. According to the decree of the Council of State, the maximum amount of the liability can be adjusted to correspond to the value of money (15.12.2000/1120). For international transport, the compensation may not exceed SDR 8.33 (Special Drawing Rights), defined by the International Monetary Fund, for each kilogram missing from the total weight of the goods. If it is determined that the compensation is to be paid in another currency, the conversion is defined according to the official rate on the day the compensation is decided. Moreover, compensation shall be paid for the freight, custom duties and other items related to the transport of goods. This compensation shall be paid for lost goods in their entirety. Otherwise, the

portion corresponding to the depreciation of the goods shall be compensated.

For modes of transport other than road transport, the liability is limited according to the specific legislation for the relevant mode of transport. For railway transport, the applicable legislation is the regulations and limitations of risk laid down in Chapter 2 of the Finnish Rail Transport Act (1119/2000). For air transport, the applicable legislation is the Convention for the Unification of Certain Rules for International Carriage by Air, concluded in Montreal on 28 May 1999, and Chapter 3 of this Convention in particular. For sea transport, the liabilities are deternined according to the regulations laid down in the Finnish Sea Act (674/1994), Sections 9 and 13.

The Customer must demonstrate that there is no residual value of the goods.

When the liability concerns goods in the possession of PostNord in a situation to which none of the liability definitions for any mode of transport applies. PostNord shall be liable for an amount equivalent to the depreciation in the value of the goods. For any damages due to delay, the immediate costs deemed reasonable shall be compensated, however the maximum payable is the freight or storage fee. In no event shall PostNord be liable for indirect or consequential damages, such as the loss of earnings, lost market share or other corresponding damages or losses. If the damages are caused deliberately or through gross negligence, the limitation of risk provision does not apply. If the exact circumstances that resulted in loss, depreciation of, damage to or delay of goods which occurred when the goods was in the custody of the freight forwarder cannot be demonstrated, this shall not in itself be considered as gross negligence on part of PostNord.

### 5.7 Repair costs

Should PostNord agree to the repairs of damaged goods, compensation shall be paid only for documented repair costs. Compensation shall not be paid for the costs relating to the portion exceeding the maximum compensation detailed in section 5.6.

### 5.8 Transfer of ownership

If PostNord has paid full compensation for the contents of the shipment, ownership of the shipment is transferred to PostNord if PostNord so wishes.

### 5.9 Right of retention and lien

PostNord holds the retention and lien on the Customers' goods in its possession and as a guarantee of all costs encumbering the goods, such as freight and storage rent, as well as of all amounts due from the same . The retention and lien cover all of PostNord's amounts due from the Customer, Sender and Recipient in connection with customer orders.

Should the amount due to PostNord not be paid, PostNord has the right to arrange the sale, in a satisfactory manner, of as much of the goods as is required to cover the total amount due to PostNord, including expenses incurred. PostNord shall, if possible, inform the Customer well in advance of the steps it intends to take to sell the goods.

# 6 OTHER SPECIAL REGULATIONS CONCERNING SERVICES

### 6.1 PostNord's responsibility

PostNord shall be liable only to the extent expressly stated in the Agreement. PostNord shall not be liable where PostNord has duly exercised normal caution.



### 6.2 Areas in which PostNord's liability and limitation of risk do not apply

PostNord is not responsible for any fault or defect in the service caused by circumstances outside the control of PostNord and that PostNord could not have reasonably foreseen when performing the service and whose consequences PostNord could not have reasonably avoided or solved.

The above-mentioned clause is also applied when PostNord's subcontractor or representative is unable, due to the above-mentioned circumstances, to perform their duties on behalf of PostNord.

Unless the special regulations specify otherwise, PostNord's liability is limited to the amount paid for the service by the Customer for the invoicing period during which the damage occurred.

In no event shall PostNord be liable for indirect or consequential damages, such as the loss of earnings, lost market share or other corresponding damages or losses. If the damages are caused deliberately or through gross negligence, the limitation of risk clause does not apply.

#### 6.3 Customer's responsibility

The Customer agrees to compensate PostNord for all costs and other damages that may occur to PostNord as a result of the Customer using the service in violation of the Agreement.

#### 7 UNFORESEEN SITUATIONS

If it becomes necessary for PostNord in the performance of the Agreement to act before seeking the Customer's or possibly the Recipient's instructions, PostNord does so at the Customer or Recipient's risk and for their account.

### 8 TELEPHONE AND TELECOMMUNICATION CONNECTIONS

The Customer must acquire the telecommunication and telephone connections necessary for communicating with PostNord or third parties. The Customer must pay all telecommunication and telephone costs arising from these connections. Unless otherwise agreed, PostNord assumes no responsibility for telecommunication and telephone connections.

## 9 IMMATERIAL RIGHTS AND SOFTWARE

All technical solutions and immaterial rights related to PostNord's services and to software used in connection with these services are PostNord's property and shall not be transferred to the Customer and the Customer is not entitled to use them in any way except as permitted by the Agreement.

Similarly, the Customer is not entitled to give access to such systems, software, methods, documentation or other corresponding items to third parties, unless otherwise agreed. Nor is the Customer entitled to modify, develop or sublicense services or software related to these.

Regarding the software provided by PostNord, the Customer is only entitled to use that software in connection with PostNord's services and only for as long as the Customer is entitled to use the services, after which the software and all its copies must immediately be returned to PostNord.

### 10 NON-DISCLOSURE OBLIGATION

PostNord and the Customer may not disclose the Agreement to third parties, unless otherwise agreed in writing. The aforesaid applies only if it is not otherwise specified in the law. Both parties are, however, entitled to disclose such information contained in the Agreement as is necessary for their goods or service suppliers to carry out their duties. Such information is not allowed to include pricing information. The goods or service suppliers receiving such information must also agree to the above-mentioned conditions of non-disclosure. PostNord may disclose the Agreement to other companies in the PostNord Group.

If either party is obliged to disclose the Agreement to the authorities, such disclosure must be accompanied by a request to classify the Agreement as confidential in the archives of the authority. This must be communicated to the other party in writing.

The Customer must ensure that the documents and instructions related to PostNord's contracts are kept securely to protect them from third parties, even when destroying the documents.

PostNord must ensure that the data stored by Post-Nord is protected according to PostNord's data security policies so that they are not lost or modified or accessed by unauthorised parties. PostNord is not responsible for any data transfer errors, corruption or loss of data or data security when the data is transferred through public telecommunications net-

These conditions regarding the obligation of non-closure are valid for the duration of the Agreement and for a further five years after the end of the Agreement.

### 11 PROCESSING OF PERSONAL DATA

PostNord will, within the scope of the delivery of the services ordered by the Customer, process personal data. For the majority of PostNord's services, PostNord determines the purposes and means of processing and is therefore the data controller in accordance with applicable data protection legislation.

PostNord processes personal data to provide its services, to obtain anonymized statistics as well as to test and develop PostNord's IT systems and services. In relation to PostNord's logistic services, personal data may also be processed in order to offer additional services to the recipient that is naturally connected to the delivery of the items to which the Agreement refers.

For services where PostNord processes personal data on behalf of the Customer, i.e. where the Customer determines the purposes and the means of the processing, the Customer is the data controller and PostNord is the Customer's data processor. For services where PostNord is data processor, the data processor provisions in the Special Terms/Terms of Service for the specific service apply.

### 12 AMENDMENTS AND ADDITIONS

The GTC and special terms related to the Agreement (hereafter "Customer Terms") are published at www.postnord.fi. The Customer shall be responsible for staying informed with respect to the Customer Terms as applicable from time to time.

PostNord is entitled to amend the Customer Terms by publishing them at www.postnord.fi no later than one month before amended Customer Terms enter into force.

The amended Customer Terms will enter into force on 1 January, 1 May or 1 September following publication, unless a later date of entry into force has been defined. When the amendment comes into effect, the new version of Customer Terms shall be applied. If the Customer does not agree with the amendment, they are entitled to terminate the Agreement. In this case the Customer must inform PostNord of the termination no later than on the last working day before the amendment takes effect.

Regardless of the conditions specified in the previous paragraph, PostNord is entitled to modify the Customer Terms for a service in other circumstances and/or more often than described above, should PostNord regard it necessary. In this case and in all cases when PostNord and the Customer agree not to apply the previous paragraph, the amendment shall take effect as follows. PostNord sends the Customer a communication no later than thirty (30) days prior to the date the amendment is to come into effect. If the Customer does not accept the amendment, the Customer is entitled to terminate the Agreement on the date the amendment comes into effect for the services the amendment concerns. In this case the Customer must inform PostNord of the termination no later than on the last working day before the amendment takes effect.

However, PostNord is entitled to modify or cancel terms of Agreement immediately if this is required by legislation, regulation or Government or local authorities. PostNord reserves the right to make changes to pricing. The customer shall be informed of any changes to pricing at least thirty (30) days before the entry into force of said changes. PostNord is also entitled to make changes to freight charges to cover rises in fuel costs, exchange rate changes and payments to the authorities that are not dependent on PostNord, or to invoice a fuel and sulphur surcharge in addition to agreed prices. PostNord is entitled to change fuel and sulphur surcharges without notifying the Customer beforehand. The fuel and sulphur surcharges are itemised on PostNord's invoice and invoiced for freight. The Customer may check current valid fuel and sulphur surcharges at www.postnord.fi.

### 13 COMMUNICATIONS

All written communications between the parties must be sent to the postal or email address mentioned in the Agreement or another new address given after the Agreement is made or another last known address.

### 14 NOTIFICATION OF CHANGES

The Customer must inform PostNord without delay of all changes, especially of changes in the company name, company form, address and possibly account numbers, that are important for PostNord in respect of the contracts between the parties. All changes must be notified by no later than 14 days before entry into force of the change.

### 15 TRANSFER OF AGREEMENT

The Customer may not transfer its contractual rights and obligations to a third party without written consent from PostNord. If there are changes in the Customer's corporate structure that affect the binding



effect of their earlier contracts, the contracting parties must enter into a new agreement.

PostNord is entitled, without asking the Customer beforehand, to transfer its contractual rights and obligations, either together or in several stages, and entirely or partially, to another company in the Post-Nord Group.

### 16 TERMINATION OF **AGREEMENT**

The Agreement is valid until further notice, and both parties are entitled to terminate the Agreement in writing three (3) months from the notice date, unless otherwise agreed.

Either party may terminate the Agreement before the end of the Agreement period if:

- · the other party materially fails to meet their contractual obligations and does not rectify the breach within a reasonable period of time of receiving notification
- · the other party enters or is placed into liquidation, initiates corporate restructuring proceedings or a scheme of arrangement, stops making payments or can otherwise be considered insolvent
- the other party delays payment for over ten (10) days from the due date and does not rectify the delay within a reasonable time of receiving notification.

The Customer's right to a refund is based on whether services have been provided in return for paid service charges.

#### 17 **COMPLAINTS AND NOTIFICATIONS**

Complaints and notification of faults in PostNord's services must be made in writing within the timeframes specified in sections 17.1. and 17.2.

### 17.1 Shipments

Complaints regarding lost, incomplete, damaged or delayed shipments must be made without delay after the loss, depreciation, damage or delay is discovered or should have been discovered.

The following rules apply for complaints:

- If the depreciation or damage is apparent, the claim must be made immediately upon receipt of the shipment by logging a complaint in the shipping document if such a document is used. Otherwise, the complaint must be made in writing to the nearest PostNord representative, such as PostNord's customer service or the transporter delivering the ship-
- Complaints for delays must be made within twenty-one (21) working days of the date the recipient received the shipment.
- If the depreciation or damage is not apparent, the complaint
- must be made in writing within seven (7) working days of the date the shipment is received. If these instructions are not followed, the person making the complaint must be able to prove that the damage or depreciation has occurred before they received the shipment.
- Notice of claim concerning matters other than damage to, or depreciation or loss of the goods shall be given within fourteen (14) days from the day on which the customer knew or ought to have known about the circumstances forming the basis of

PostNord's liability. If such notice of claim has not been given, the customer has lost his right of claim.

- · Lost goods: If the goods are not delivered within thirty (30) days for international transport or within fourteen (14) days for domestic transport of the expiry of the agreed delivery time, or, if no specific timeframe has been agreed, within sixty (60) days for international transport or within twenty-eight (28) days for domestic transport of the date the transporter received the goods for transport, the party entitled to demand the delivery of the goods may demand compensation as if the goods were lost.
- Railway, air and sea transports are subject to the complaint times specified in the legislation mentioned in the third paragraph of section 5.6.3.

#### 17.2 Other services

For services other than transport and storage services, the complaints must be made to PostNord without undue delay. Complaints and claims must be submitted no later than within six (6) months of the date the Customer was informed of the grounds of the claim and at the latest within one (1) year of the date the grounds for the claim originated.

Claims concerning errors in invoices or other demands for payment issued by PostNord must be made no later than on the day preceding the due date.

### **LIMITATION PERIOD**

Claims against PostNord must be submitted within one (1) year of the timeframes specified below, in sections 18.1 and 18.2. If the claims are not submitted within these timeframes, the right to present a claim expires.

### 18.1 Shipments

Timeframes are calculated as follows:

- · for incompleteness, damage or delays: from the date the shipment was delivered to the Recipient, or the matter was otherwise discovered
- for losses: thirty (30) days from the agreed delivery day, or if a specific day of delivery is not agreed upon, sixty (60) days from the day PostNord accepted the goods for transport.

**18.2 Other services**The timeframe is calculated from the date when PostNord has provided the service to the Customer.

### **FORCE MAJEURE**

Should the performance of duties based on the Agreement be prevented by an unforeseeable event and force majeure outside the control of the contracting parties, such as action by public authorities, industrial action, fire, sabotage, pandemic, war or war-like situation, a contracting party may postpone the fulfilment of their contractual obligations for a period of time, provided that they communicate such impediment and its estimated duration and cessation to the other party as soon as they are informed of it. After a reasonable period of time, the other contracting party is entitled to cancel the Agreement regarding the prevented service.

### **20 SANCTIONS**

Customer warrants that it neither directly nor indirectly is subject to any international sanctions (trade and financial sanctions) mandated by UN, EU, UK or USA. Customer shall immediately inform PostNord in the case the customer is subject to any sanctions. If

customer is, directly or indirectly, subject to any sanctions, PostNord shall be entitled to refuse to fulfill contractual obligations, terminate the Agreement and be compensated for any damage.

### APPLICABLE LAW AND **SETTLEMENT OF DISPUTES**

The Agreement shall be governed by the law of Finland. The disputes arising from the Agreement are primarily referred to be settled amicably following a mediation procedure conducted according to the mediation rules of the Finnish Bar Association.

If the mediation procedure is ended by the mediator notifying that there is no reason to continue mediation or by one of the parties notifying the mediator in writing that they no longer wish to continue mediation, the disputes arising from the Agreement shall be finally settled by arbitration in accordance with the Arbitration Rules of the Central Chamber of Commerce of Finland. Unless the parties agree otherwise, the arbitration court shall be composed of one arbitrator nominated by the arbitration board of the Central Chamber of Commerce of Finland.