

PostNord SCS

Special terms and conditions, Finland

Valid from 1st September 2019

PostNord SCS service include the following functions, for example: reception of goods, warehousing, reception of orders, order-collection and packaging, transport, returns, system support, integration, inventory, product set packaging, forwarding, customs clearance and customer service.

The term "PostNord" will hereafter refer to PostNord Oy when it is used in these special terms and conditions, price list appendix or other agreement appendices related to this service.

1. Applicable terms and conditions

In addition to the General Terms and Conditions, the following special terms and conditions shall be applied. Insofar as the General Terms and Conditions or these special terms and conditions, or other customer-specific agreements do not specify otherwise, the General Conditions of the Nordic Association of Freight Forwarders (NSAB 2015) shall be applied.

The latest version of these terms and conditions, the General Terms and Conditions and the NSAB 2015 General Conditions is available on PostNord's website at www.postnord.fi.

2. Definitions

2.1. Notification of arriving goods

The Customer must inform PostNord of arriving goods in accordance with the times stated in the scope of work and book a reception time for them. Without a prior notification, PostNord unloads and receives the goods according to the availability of its resources and cannot commit to the defined response times.

2.2. Reception of goods

For foreign traffic, PostNord is responsible for unloading the cargo. For domestic traffic, the transporter is responsible for unloading the cargo. However, in accordance with the General Terms and Conditions, PostNord is not responsible for any damage occurring during the unloading of goods that is not directly caused by PostNord's negligence or carelessness.

The Customer is responsible for ensuring that the transport pallets withstand handling and warehousing operations. Possible repalletising shall be charged according to the service price list.

PostNord arranges the supervision of deliveries as defined in the NSAB 2015 General Conditions. PostNord keeps all freight bills for the duration of one (1) year.

PostNord reports the realised deliveries to the Customer within the response time defined in the scope of work.

PostNord documents all damage occurred to the delivered goods and reports these to the Customer. On request, PostNord shall organise the return of the goods to the supplier as instructed by the Customer. The Customer shall compensate PostNord for all costs arising from this.

2.3. Warehousing

PostNord provides a warehouse location for all goods to be stored, with appropriate, sufficient and jointly approved warehousing conditions and equipment.

The Customer shall inform PostNord of any significant changes to its business and volumes, which may affect, for example the quantity of incoming or dispatched goods, delivery methods as well as future shelf and floor spare requirements.

The Customer shall inform PostNord of its new items or changes to its existing items. Inventory balances are reported in accordance with the scope of work.

2.3.1. Relocation of warehouse

If PostNord, for reasons not attributable to it, loses its right to control the location of the warehouse, or the warehouse is destroyed or damaged so that the provision of the services covered by this Agreement becomes impossible, PostNord is entitled to adopt a different warehouse location that complies with the terms and conditions of the Agreement and which the Customer may reasonably approve of. PostNord is also entitled to change its warehouse location for the purpose of organising its operations. If the warehouse must be relocated due to the aforementioned reasons, this cannot be considered a breach of agreement by PostNord. Should this occur, PostNord shall be responsible for the costs arising from relocating the warehouse. If the Customer does not, for a justifiable reason, accept the new warehouse location proposed by PostNord, the Customer is entitled to terminate the Agreement in writing with immediate effect. The termination notification must state the justifiable reason for the termination. The termination terms and conditions specified in the Agreement shall be applied to the termination.

2.4. Order-picking and packaging

PostNord carries out these services in accordance with the methods and response times defined in the scope of work.

For foreign traffic, PostNord is responsible for loading the goods to be dispatched. For domestic traffic, the transporter is responsible for the loading. However, in accordance with the General Terms and Conditions, PostNord is not responsible for any damage occurring

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during the loading of goods that is not directly caused by PostNord's negligence or carelessness.

PostNord arranges the supervision of deliveries as defined in the NSAB 2015 General Conditions. PostNord keeps all freight bills for the duration of one (1) year.

PostNord reports the realised deliveries to the Customer within the response time defined in the scope of work.

3. Data systems and their integration

PostNord provides all system support required for its services. The Agreement parties exchange information needed for the services in electronic format as defined in the scope of work. The Customer is responsible for the costs arising from the data system integration, unless otherwise defined in the scope of work, price list or another separate agreement.

3.1. Responsibilities and obligations

The Agreement parties should endeavour to ensure that:

- data transfers are accurate, complete and protected;
- an appropriate application system is ready for the sending and reception of data at agreed times.

3.2. Utilisation of representatives

The Customer is responsible, without limitation, for the actions of any representatives they may employ to send or receive data transfers. The representatives are responsible for ensuring that the data transfers are transmitted without unreasonable delay or corruption.

4. Inventory and warehouse inspection

PostNord keeps inventory of the Customer's goods in the warehouse in accordance with the scope of work. If the accounts do not balance (either with the actual balance or the Customer's possible own inventory), a more detailed inspection is carried out to find the reason for the difference.

The Customer and their representative are entitled to inspect the warehouse and the Customer's goods at any time during the warehouse's opening hours, as extensively as they wish to, however, taking care not to cause unreasonable inconvenience to PostNord. The Customer must however inform PostNord beforehand of such warehouse inspections. PostNord takes warehouse inventory as defined in the scope of work. At the Customer's request, the inventory may be taken at other times as well. PostNord invoices the costs of inventory-taking in accordance with the agreed service price list. PostNord is entitled to request the person(s) carrying out warehouse inspection and the Customer's representative(s) taking the inventory provide proof of their right to represent the Customer. In addition, the Customer must ensure that each person involved in warehouse inspections or inventory-taking as the Customer's representative has signed a written confidentiality agreement.

5. Data processing agreement

When PostNord, within the scope of the delivery of the service, process personal data on the Customer's behalf as data processor according to the data protection legislation, this data processing agreement apply.

The categories of personal data processed by PostNord may include name, postal addresses, e-mail addresses, telephone numbers, information on the good's content, recipient information and, where applicable, personal identification numbers related to the Customer's customers, employees and external consultants and recipients of the goods. PostNord will only process the personal data for the purpose of performing PostNord's obligations under the Agreement, as long as required for the performance of the Agreement.

PostNord undertakes only to process the personal data in accordance with the Agreement and its appendices. However, PostNord will have the right to use anonymized data for statistical purposes and to test and develop PostNord's IT systems and services.

PostNord undertakes to comply with the applicable obligations under the data protection legislation, including Article 28.3 a)-h) GDPR.

PostNord enjoys a general right to engage sub-contractors for the performance of the Agreement. To the extent PostNord engages sub-contractors (sub-processors), the following shall apply. PostNord shall on request, notify Customer of any plans to engage new or replace sub-processors, so that the Customer has the opportunity to object to such changes. PostNord undertakes to enter into data processing agreements with each sub-processor on terms that meets the requirements in the data protection legislation. If a sub-processor is located in a third country, PostNord undertakes to, on behalf of Customer and with the mandate of Customer, enter into a so-called Data Transfer Agreement including the model clauses adopted by the EU Commission.

PostNord's liability for any damage arising from PostNord's obligations under this Section 5, for each contracting year, shall not exceed fifteen (15) percent of the amount that PostNord debits the Customer during the contracting year in question. The Parties agree that PostNord's compensation under the Agreement does not include compensation for additional work and other documented additional costs if and when Customer request PostNord's assistance in the performance of Customer's own obligations under the data protection legislation. PostNord shall be entitled to compensation on a continuous basis for any work and documented costs for performing actions and activities in accordance with this Section 5.

¹ Within the EU and the EES, Regulation (EU) 2016/679 of the European Parliament of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation "GDPR") as well as supplementary national legislation.

6. Liability for damage

6.1. Warehousing terms and conditions

PostNord is liable for the goods stored in its warehouse as defined in the General Conditions of the Nordic Association of Freight Forwarders (NSAB 2015).

However, referring to the first paragraph of section A in §25 of NSAB 2015, the Agreement Parties declare that PostNord shall not insure warehoused goods, and thereby, the Customer must acquire full-value insurance (against water, fire, theft and burglary damage) for the goods PostNord or its subcontractor stores and handles on the basis of these special terms and conditions.

6.2. Liability for losses

PostNord keeps inventory and provides the Customer reports related to them. Should it be noted during the inventory check that there are differences ("losses") between the actual stock balance and the stock balance based on PostNord's information, the Customer is entitled to request a compensation from PostNord, if the losses are due to PostNord's negligence or carelessness and the total losses occurred during the inventory check exceed 0.3% of the total purchase value of the stocks. Stock balances are defined by using the Customer's purchase prices excluding VAT. Any positive stock differences found in the inventories of the same year are set off against any negative stock differences at the moment of review. Once the inventory is taken, the stock differences are recorded, after which the stock balance is balanced with the actual physical stock balance. Any compensation shall be paid according to the NSAB 2015 General Conditions.

6.3. Hazardous substances

The parcels/pallets may not contain hazardous substances unless otherwise agreed with the Customer in the scope of work or another separate agreement. In the transport and storage of hazardous substances, the Customer must comply with the legislation, regulations and rules pertaining to the transport and storage of hazardous substances.

The Customer must provide PostNord with all necessary information about the type and nature of the products (e.g. UN categories, shipping information, material safety data sheets, and guidelines for the transport of hazardous substances) and any necessary precautions to be taken when storing them, before their arrival to the warehouse.

When booking the transport for hazardous substances, the Customer must inform PostNord of the nature of the hazard (UN categories, shipping information) and any necessary precautions to be taken, well in time before the transport. PostNord is responsible for recording the nature of the goods in the freight bill as required and for providing the transporter with all documentation needed for the transport of hazardous substances; the Customer shall provide the necessary information to PostNord.

If the authorities have issued special regulations concerning the labelling, packaging, customs clearance, etc. of a certain type of products, both the Customer, PostNord and the recipient are responsible for ensuring that they comply with their responsibilities in this respect.

The Customer, PostNord and the recipient are responsible for ensuring that the transporter does not suffer damage for any consequence caused by the transport of the hazardous substance to the transporter, if the transporter was not aware and could not reasonably have been able to notice that the goods were hazardous in nature.

Possible additional costs arising from the handling and storing of hazardous substances are charged to the Customer as defined in the service price list. Also refer to PostNord's General Terms and Conditions.

7. The invoicing principles for the cancellation period

In the event that the Customer transfers the goods either partially or completely from a PostNord warehouse to another warehouse (to another service provider's warehouse or the Customer's own warehouse) before the cancellation or termination of a contract, the contract can be deemed to be cancelled by the Customer as of the moment the products are transferred.

As a rule, standard invoicing principles apply for any activities performed during the cancellation period. In the event that the Customer's service fee (excluding VAT) due during the cancellation period for any calendar month is 70% or less than the average monthly fee (excluding VAT) invoiced to the Customer by PostNord for the six calendar months preceding the cancellation period, the Customer is obliged to reimburse to PostNord the difference in the above-mentioned average amount and the actual invoice for all calendar months during the cancellation period.

In the above-mentioned situation, the minimum monthly charge inspection will not take into consideration any invoicing items related to the moving, transfer or storage shutdown regarding products on PostNord's premises. When checking the minimum charge, such expenses are processed separately from charges related to standard activity.

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