

# GENERAL TERMS OF DELIVERY

## 1 Scope

- 1.1. These terms of delivery apply to all General Logistics Systems Finland Oy (hereinafter GLS) transport agreements, regardless of whether the final service provider is GLS or one of its contract partners.
- 1.2. These terms of delivery conform with the General Conditions of the Nordic Association of Freight Forwarders (NSAB 2015) and General Conditions for International Road Haulage of the Finnish Freight Forwarding and Logistics Association (FIFFLA 2010). The NSAB 2015 and FIFFLA 2010 shall supplement the General Terms and Conditions of GLS Finland, except with regard to these General Terms of Delivery, special requirements for specific services, or written commission agreements.
- 1.3. Derogation from these General Terms of Delivery or, where applicable the NSAB and FIFFLA 2010, is permitted only with a written agreement that is signed by both parties. However, GLS reserves the right to unilaterally change its General Terms of Delivery by reporting changes in a generally acceptable and sufficient manner. In such cases, the Customer shall reserve the right to terminate a transport agreement with a thirty (30) period of notice, beginning from the date that the change to the General Terms of Delivery enters into effect. A change to the General terms of Delivery shall be deemed accepted if the Customer continues its contractual relationship after this.
- 1.4. Notwithstanding section 1.3, GLS reserves the right to derogate from these General Terms of Delivery for the benefit of the Customer in specific cases where there are justifiable business grounds for such an exception and derogation from the terms does not conflict with compulsory legislation or any other official regulations or ordinances. Granted derogations shall be confirmed ex post facto.
- 1.5. A transport agreement between GLS and a consumer customer shall also be subject to these General Terms of Delivery and notwithstanding special consumer trade requirements stipulated in consumer protection legislation. With regard to these General Terms of Delivery, consumer protection legislation refers to Finnish and international laws, official regulations and official ordinances, whose purpose is to safeguard consumer rights in a given situation, and it is not possible to make a competent separate agreement to the detriment of the consumer in accordance with the scope of terms 10.1-10.7 of these General Terms of Delivery.
- 1.6. All changes, addenda and corrections made in violation of these General Terms of Delivery shall be rendered null and void.
- 1.7. These General Terms of Delivery shall enter into force on 1 January 2023, replacing the previous GLS General Terms of Delivery and NSAB 2000.

## 2 Delivery

- 2.1. GLS' primary areas of operation are logistics, parcel services and forwarding. As a transport services provider, GLS arranges and provides transport services, including sorting and distribution.
- 2.2. GLS delivers or picks up consignments in accordance with transport agreements. The pick-up or delivery of a consignment may also be carried out without the presence of the sender or recipient in a manner that can be retroactively verified. Passing of risk (see terms 8.1-8.4).
- 2.3. GLS delivers consignments either to the recipient's address as distribution consignments or, alternatively, to a pick-up point, either its own or that of a partner, regardless of the destination country. The mode of delivery may vary either regionally or, for example, according to the size, weight or piece count of the consignment.
- 2.4. GLS releases distribution consignments to the delivery address upon presentation of verifiable documentation. If the named recipient cannot be reached or there is no recipient named, GLS shall reserve the right to release the consignment to another person at the delivery address. GLS is under no obligation to verify the identification of the person accepting delivery of the consignment.
- 2.5. If there is no one at the delivery address, GLS may deliver the parcel to a GLS ParcelShop, GLS distribution centre or pick-up point operated by a subcontractor. The recipient shall be sent an arrival notification explaining this arrangement. An unclaimed consignment shall be returned to the sender after holding for a period of ten (10) days. In some destination countries, consignments can also be delivered directly to a GLS ParcelShop, GLS distribution centre or a pick-up point operated by a subcontractor.
- 2.6. Due to changing subcontractor and market conditions, GLS cannot, as a rule, guarantee certain modes of delivery for different types of consignments.
- 2.7. GLS does not deliver consignments to post office boxes.
- 2.8. GLS does not make collect on delivery consignments.

## 3 Consignment contents, packing and marking

- 3.1. The sender shall always be responsible for the careful packing of the consignment to be carried by GLS, regardless of the type of service selected. Consignments shall be packed so that they can withstand processing in automated sorting systems. Goods contained inside a transport unit must not be able to move around or contact each other or the outermost packing surface during shipment. An absorbent packing material shall also be used in transport units containing liquids. All exterior surfaces of a

consignment shall be load-bearing, and the transport position shall not affect the characteristics of the goods inside. The transport unit shall always be separately protected in the specified manner in cases involving product packaging intended for retail sale.

- 3.2. Upon request or its own initiative, GLS may issue detailed instructions concerning the packing of consignments. The detailed instructions issued bilaterally or otherwise by GLS do not eliminate the Customer's obligation to otherwise comply with these General Terms of Delivery.
- 3.3. Bundling multiple packages, pieces or other individual items into a single, consignment, such as by taping or tying them together, is not recommended. Each individual consignment shall be a solid transport unit bearing separate parcel dispatch notes. With regard to affixing the parcel dispatch note, the sender shall ensure that the note does not fall off during shipment by failing to properly affix it.
- 3.4. When reusing packaging or packaging supplies, the sender shall ensure that all previous parcel dispatch notes have been removed or thoroughly covered. This also applies to any other package markings that show the prior progress or delivery of the consignment by GLS or another operator.
- 3.5. Due to the nature of sorting systems, GLS shall not take exterior markings specifying the contents of a consignment into consideration or issue separate instructions for processing a consignment on the basis of these markings. These markings include indications of fragile or liquid contents, weight, or arrows indicating the desired transport position. The sender shall be responsible for the acceptable packing of the consignment, as specified in term 3.1, regardless of the contents.
- 3.6. Some goods groups are entirely excluded from GLS transport services and their shipment is prohibited. These include consignments that contain one or more of the following:
  - Goods whose possession is prohibited in the origin, destination and transit countries.
  - Goods whose import or export is prohibited to the origin, destination and transit countries.
  - Goods whose possession requires legal permission in the origin, destination and transit countries.
  - Tobacco and alcohol goods.
  - Hazardous materials.
  - Firearms and their constituent parts, regardless of their condition.
  - Dead and living animals.
  - Human remains.
  - Cash and securities equivalent to money.
  - Transport units whose retail value (excl. VAT) exceeds EUR 10,000.
  - TIR and ATA Carnet consignments.
  - Highly perishable goods and goods vulnerable to variations in temperature.
  - Consignments subject to sanction legislation or regulations valid at that time. Sanctions may apply to persons, organisations, associations or countries, and sanction regulations and various ordinances may be imposed nationally and internationally. Prior to making a transport agreement, the sender shall ensure that

the goods being shipped, destination country, recipient or the sender themselves are not subject to any existing sanctions

## 4 Failure to comply with terms

- 4.1. GLS or its contract partner shall not be liable for the loss, shortfall, damage or delay of a consignment in cases where the sender has failed to comply with or otherwise meet the obligations concerning consignments stipulated in terms 3.1 or 3.4-3.6, either in full or in part.
- 4.2. With regard to term 3.3, GLS' liability for compensation shall be limited to only the part of a consignment to which a required parcel dispatch note was affixed. However, GLS shall not be liable for compensating a consignment or part thereof in cases where the parcel dispatch note was affixed to the consignment in violation of term 3.3.
- 4.3. GLS is not obligated to inspect the contents or exterior of a consignment submitted for transport in accordance with terms 3.1-3.6. The sender shall always be responsible for ensuring that a consignment complies with GLS' General Terms of Delivery at the beginning of and during transport.
- 4.4. GLS may cancel transport or refuse to receive a consignment in cases where the consignment is found to be or there are grounds to suspect that it is in violation of terms 3.1-3.6. Cancellation of a consignment due to a failure to comply with these General Terms of Delivery may result in the imposition of a compensation obligation or surcharges on a case-by-case basis. The sender's responsibility to comply with these terms concerns both wilful and negligent actions and, with regard to the compensation obligation, extends to both direct and indirect damages in relation to GLS or its contract partner.
- 4.5. GLS shall reserve the right to cancel the delivery of a consignment and return any consignment in violation of terms 3.1-3.6 in accordance with the current freight charges or, alternatively, correct any shortcomings found, provided that said shortcomings are minor in nature and do not materially affect the characteristics, quantity or quality of the goods in the transport unit.

## 5 Delivery fees and costs

- 5.1. Deliveries shall be made in accordance with the currently valid service fee schedule in cases where no fee schedule has otherwise been agreed upon in an individual transport agreement. The current fee schedule is available from GLS' customer service.
- 5.2. The return of a delivery to the sender is charged in accordance with the currently valid freight charges in cases where a delivery is returned due to reasons attributable to the sender or recipient. Such reasons include violation of these General Terms of Delivery

or failure to pick up a consignment. However, return consignments are always handled on a case-by-case basis.

- 5.3. Invoices for GLS transport services or other cost items shall be paid within fourteen (14) days of the invoice date, unless otherwise agreed. The annual penalty interest rate for late payments is 11.5%, in proportion to the number of calendar days a given payment is late. The collection of outstanding receivables is handled by an external collection agency, and the resulting costs and original receivable shall always be paid directly to the collection agency.
- 5.4. The Customer shall not be entitled to subtract any undisputed or disputed receivables from the GLS invoice. The prohibition of receipt is unconditional.
- 5.5. If the recipient is required to pay freight charges or other costs and they are unable to do so, the Customer shall be liable for paying said charges or costs. For consignments made outside the EU, GLS may charge the Customer for all consignment costs (including any taxes and customs fees) in cases where the recipient fails to pay them on time. GLS is not responsible for the distribution of costs between the sender and recipient or the collection of these types of receivables.

## **6 Right of pledge**

- 6.1. GLS reserves the right of pledge for individual Customer consignments in cases where the Customer fails to fulfil its payment obligation either for the current consignment or an earlier consignment.
- 6.2. GLS reserves the right to sell goods mentioned in 6.1 through prescribed sales channels against any and all obligations owed in cases where the Customer fails to pay its outstanding debts. GLS shall notify the Customer, if possible, well in advance of the planned sale of the goods.

## **7 Complaints**

- 7.1. Complaints regarding consignments and their delivery or receipt shall be made in writing directly to GLS. Damage complaints shall always specify the amount and nature of the damage or shortfall in a precise and verifiable manner.
- 7.2. The recipient is directly obligated to inspect the consignment when picking it up or receiving it. Any damages or shortfall found directly shall be immediately reported when receiving the consignment. With regard to distributed consignments, any damages or shortfall shall be reported, if possible, directly to the party making the delivery. Any damage or other shortcoming in the consignment shall be photographed or otherwise verified in cases not involving a parcel consignment or the direct reporting of damages is not otherwise possible. A written complaint concerning damages or shortcomings found directly shall be submitted to GLS without any undue delay.

- 7.3. A written complaint concerning any consignment damage or shortfall other than that which is visible on the exterior of a consignment shall be submitted to GLS within a reasonable amount of time, but no later than five business days from the date of delivery.
- 7.4. In cases involving loss or delay, a written complaint shall be made within thirty (30) days of sending a parcel or fourteen (14) days of the estimated time of delivery. However, with regard to delayed parcels, the complaint shall be made no later than five (5) days after delivery of the parcel. A valid loss or delay can be registered no sooner than 10 working days from the estimated time of delivery.
- 7.5. After making a qualified complaint, the recipient shall make arrangements for the consignment with damages or shortfall to be picked up by GLS and inspected at the delivery address. The consignment in question shall not be transported, repaired or unnecessarily handled in any other way before GLS or its contract partner have inspected it.
- 7.6. The Customer shall be responsible for ensuring that any complaints submitted to GLS are made in accordance with the form requirements and deadline specified in terms 7.1-7.4. Failure to do so may result in invalidation. Complaints deviating from the prescribed requirements shall be invalidated as a result of improper form or failure to meet the set deadline.
- 7.7. Violation of term 7.5, which concerns the processing of consignments with damages or shortfall, will eliminate or reduce GLS' compensation liability in accordance with term 8.7.

## **8 Limitations of liability and passing of risk**

- 8.1. GLS' liability as a forwarder shall be deemed as having entered into effect the moment that a consignment has been verifiably turned over to GLS or its contract partner for delivery. However, GLS shall not be liable for any consignment delay, shortfall, damages or loss resulting from improper loading, stowage, securing, unloading carried out by the Customer or a party acting on its behalf, or for any other negligence.
- 8.2. GLS' liability as a forwarder shall be deemed as having expired no later than fifteen (15) days after the consignment has been delivered to a point where it is available to the recipient for pick-up. GLS' liability for a given consignment shall also expire when the delivery is cancelled due to sender or recipient negligence, their failure to comply with the General Terms of Delivery or an illegal action taken by them. GLS shall not be liable for the delay, shortfall, damage or loss of a consignment in cases where the sender or recipient has failed to fulfil one or more of its compliant obligations as specified in terms 7.1-7.7.
- 8.3. GLS shall not be liable for the delay, shortfall, damage or loss of a consignment if such occurs for reasons not attributable to GLS that are unanticipated, beyond its control and

that GLS could not reasonably be assumed to have known. Such reasons include cases of force majeure, such as government action, general strike, war or natural disaster.

- 8.4. The Customer shall always be responsible for complying with valid legislation and official regulations with regard to its consignments as well as for confirming that it understands the General Terms of Delivery when ordering transport services from GLS. In uncertain cases or those subject to interpretation, the Customer shall contact GLS customer service for additional information.
- 8.5. GLS is not party to legal relationships between the sender and ordered or other third party. Compensation for the loss, damage, shortfall and delay of a consignment in accordance with these terms or a separate written agreement may only be paid to the original GLS contract customer. Consequently, a consignment made by the Customer to the GLS transport network does not constitute a contractual relationship, for example, between GLS and the party ordering the consignment.
- 8.6. GLS is not obligated to inspect the external condition or contents of consignments. If there are any damages or shortfall in the consignment, the obligation to limit further damages or shortfall based on GLS' loyalty obligation shall only apply to those detected in what is deemed the normal course of handling the consignment. With regard to damages directly resulting from failure to fulfil this loyalty obligation, GLS' compensation liability requires that the act was wilful or grossly negligent.
- 8.7. With regard to GLS' General Terms of Delivery, individual written agreements, other business operations deemed normal, or claims and demands made against commissions, the burden of proof for the veracity of a claim or demand always falls on the party making it. Failure to prove its veracity can result in losing the right to compensation. Derogation from this assumed burden of proof is only possible in cases where demonstrating the proof of a claim or demand will not put an unduly heavy strain on the party making it. In all cases, the right of discretion for applying a reverse burden of proof always rests with GLS.
- 8.8. In cases involving loss, damage and shortfall, GLS' compensation liability is limited to direct damages. This limitation applies to both liability based on the GLS agreement and liability for damage compensation, unless otherwise stipulated in valid legislation.
- 8.9. GLS shall reserve the right to correct any weak, clause-specific bases for invalidity that may vitiate these General Terms of Delivery. These types of bases for invalidity include, among others, content errors in expression or form.

## 9 Compensations and additional liabilities

- 9.1. GLS' compensation liability for full or partial loss, damage and shortfall of a transport unit limited by the weight of the transport unit, GLS's compensation liability may not exceed SDR 8.33 per kg (for international surface transportations) SDR 26.00 per kg (for international air transportations) or EUR 20 per kg (for domestic transportation within Finland). The liability of GLS only extend to the part of the shipment that has

been subject to the damage, loss or shortfall. However, compensation liability shall always be limited to the retail value (excluding VAT) of the consignment or the part of the consignment shipment that has been subject to the damage, loss or shortfall.

- 9.2. Compensation shall not be paid for damage, loss or shortfall for a consignment not packed in accordance with terms 3.1-3.4 or whose shipment is prohibited on the basis of the contents described in term 3.6. In addition, GLS shall not compensate any consignment loss or damage resulting from the negligence of the sender or recipient.
- 9.3. The value of the shipment or part of shipment for which any compensation is to be paid is calculated as per 17-18§ in PSYM 2015. Value added tax is not included in the value.
- 9.4. GLS does not transport shipments with a delivery time guarantee. If a consignment is late, GLS' compensation liability shall be limited to the direct, reasonable costs, which could have been considered the likely result of a consignment delay when drafting the agreement. However, the compensation to be paid for a late consignment cannot exceed the amount that is equivalent to the agreed freight charges for the delayed transport unit(s). GLS will only pay compensation for delays of more than 10 business days from the expected date of delivery.
- 9.5. If a consignment has been sent using AddOnLiabilityService, the compensation shall not be limited by the weight-based limit defined in 9.1. The maximum settlement is EUR 3360 unless another maximum compensation has been agreed upon. A deductible may be deducted from the compensation. The deductible is EUR 50 unless other deductible has been agreed upon.
- 9.6. Compensation based on AddOnLiabilityService may be paid only if the Customer has ordered the service in writing prior to shipment. The service is not necessarily available for all shipments or shipment modes. AddOnLiabilityService cannot be added after the shipment has been sent or ordered.
- 9.7. High-value goods, such as precious metals, precious stones, antiques, paintings or works of art may not be sent with AddOnLiabilityService.
- 9.8. If the Customer or recipient has received compensation or is entitled to receive compensation on the basis of its own insurance, GLS reserves the right to subtract this type of compensation from the amount it is paying based on its liability for the consignment or AddOnLiabilityService.
- 9.9. On the basis of AddOnLiabilityService, additional compensation shall never be paid for a late consignment.

## **10 Dispute resolution and legislation**

- 10.1. All disputes related to agreements made with GLS or these General Terms of Delivery shall be subject to Finnish law, regardless of the nature of the legal proceedings.

- 10.2. Disputes between GLS and its contract partner or a third party shall be dealt with in the first instance through bilateral negotiations. Negotiations in cases of dispute are deemed as having begun when GLS has received and accepted a complaint notification. During negotiations, all demands, claims and other points issued to GLS shall be drafted in writing or by other means that can be verified at a later time. Negotiations are deemed as having ended without resolution when the parties are no longer able to properly discuss the demands or claims, regardless of the duration of negotiations.
- 10.3. Private law cases of dispute, whose compensation interests exceed EUR 20,000, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce in cases where bilateral negotiations to settle the dispute are deemed as having concluded without resolution, with no demands for court mediation. In cases with lower compensation interests, the jurisdiction shall be, in accordance with GLS' domicile, the District Court of Southwest Finland, in the event that negotiations conclude without resolution. When specifying the compensation interest, any costs incurred by court proceedings, arbitration or cost items indirectly related to the dispute shall not be taken into account.
- 10.4. The parties shall first determine the demands for court mediation in all cases where bilateral negotiations to resolve a dispute are deemed as having concluded without resolution.
- 10.5. Disputes between GLS and a consumer customer may be resolved in arbitration only with a separate, written arbitration agreement when a dispute arises. A party that is considered a consumer shall always be entitled to bring a dispute case before the competent court in cases where the negotiations mentioned in terms 10.2-10.3 are deemed as having concluded without resolution.
- 10.6. In resolving a dispute between GLS and a consumer customer, the special consumer rights regulations mentioned in term 1.5 shall be taken into account in addition to these General Terms of Delivery.
- 10.7. Any ineffective or legally unenforceable terms found in these General Terms of Delivery or other written agreements made with GLS shall lead to the partial invalidation of the agreement or terms only with regard to the clause in question. Any demands made against two or more agreement clauses or terms of delivery shall each be treated as individual demands.

## 11 Time-barring of claims

- 11.1. Claims against GLS shall be filed within one (1) year. Failure to do so shall result in the time-barring of claims. The time is calculated as follows:
  - In cases involving the shortfall or damage of goods: the date on which the goods were handed over to the recipient or delivered for pick-up.
  - In cases involving the delay or loss of goods or other damages: the earliest time at which the delay, loss or other damages could be reliably verified.

- In all other cases: the earliest time at which the reason for the claim could be reliably verified.