General terms and conditions for transportation services

POSTEN ÅLAND AB
Pack & Distribution
1. POSTEN’S LIABILITY

Posten Åland Ab’s (“Posten”) liability for damage caused by a shipment being delayed, lost or damaged or due to some other error for which Posten is responsible is stated below and in appendix 1 (Appendix Letter Services). The regulation below shall not be applied if mandatory provisions in the Provincial Law on postal services, the Act on Road Transport Contracts or Universal Postal Union prevail.

Posten shall only be liable for shipments which can be tracked. Shipments which can be tracked include registered letters, cash on delivery and parcel post. Transportation of ordinary letters in the postal network is not followed up, and consequently, the phases of a shipment and possible damages to it cannot usually be verified afterwards. To obtain better protection, the Customer shall use services including follow-up service.

Damages are payable for material damage and for costs caused by the damage. Immediate, direct and property damages are compensated as material damages. Costs caused by damages involve necessary and essential expenses due to prevention, restriction or rectification of damage or other similar measures directly referable to the damage. Posten shall not be liable for financial damage or for indirect damages. Financial damage or indirect damages include i.a. loss of income, loss of profit, loss of interest income, marketing expenses or equivalent.

In the event that Posten is held liable for property damage also the charges collected by Posten for transportation or some other service connected to the shipment shall be returned. If it is possible to compensate the shipments only partly, the corresponding portion of transportation charges shall be paid back.

The prerequisite for Posten’s liability for damage to a shipment is that a representative of Posten has had the opportunity to verify the damage and that the shipments have signs of external damages or that it can be ensured that Posten is liable for the damages. Posten shall not be liable for damages due to latent defects in the goods. Neither is compensation payable for collectible, sentimental or other corresponding value of the goods. Insurance companies provide special transport insurances to secure such values.

In case a shipment cannot be delivered to the recipient in accordance with the given instructions, Posten shall not be liable for damage caused by the delay or other damages caused due to defective information received by Posten Åland for the shipment concerned.
Posten shall not be liable for delays or other damage caused to the shipments due to customs operations.

Posten shall not be liable for damage or delay to the extent the damage or delay has been caused by the Customer or the fact that the Customer has neglected a duty prescribed by this agreement.

If the party that suffered the damage has contributed to the damage the compensation can be adjusted.

**Posten’s liability as prescribed by the Provincial Law (ÅFS 2007:60) on postal services**

The party that suffered the damage shall be paid a compensation amounting to the demonstrated amount of loss. However, Posten’s liability for damages is limited to the amount of compensation as prescribed in section 17 of the Provincial Law on postal services.

The highest amounts of compensation for letter services at the signing of this agreement are given in Appendix 1 (Service Appendices, Letter Services)

**Posten’s liability as prescribed by the Act on Road Transport Contracts (345/1979)**

The maximum compensation payable to the party that suffered the damage due to a damaged, lost or reduced shipment shall be determined according to the maximum compensation in the Act on Road Transport Contracts. This is only valid if the Act on Road Transport Contracts is applicable to the current damage. The maximum compensation for delayed shipment shall according to the law be limited to the transportation charge (freight) for the delayed shipment. The maximum compensation for individual shipment types is defined at Posten’s website.

**Liability under the agreements of the Universal Postal Union**

In international traffic, Posten’s liability is limited to the maximum compensation as shown in the agreements of the Universal Postal Union.

According to the agreements of the Universal Postal Union, compensation shall not be paid for ordinary letters, Express letters, bulky letters or delayed shipments. Subject to country-specific exceptions, compensation shall only be paid for registered and insured letters as well as for the loss or theft of and damage to parcels.

Posten and the party for whose actions Posten is responsible have the right to refer to the rules of restriction of liability and exemption from liability as presented in the Provincial Law on postal services, the Act on Road Transport Contracts and these General Terms of Delivery also when the actual damages claim is not based on the Provincial Law or the Act on Road Transport Contracts. However, this only concerns claims for damages that could have been claimed on the basis of these regulations.
2. THE CUSTOMER’S RESPONSIBILITIES
Apart from what is agreed upon in the service agreement, the Customer shall be responsible for the following:

The Customer is liable for the direct documented costs and damages caused to Posten due to incorrect or incomplete information and inscriptions and insufficient wrapping of the shipment or another Customer’s obligation neglected.

**Liquids**
Shipments to be transported by air that include containers filled with liquids or solids shall be returned to the sender if information about the contents of the shipment is missing. The sender shall mark detailed information in English about the contents of the shipment on the outside of the packages.

**Fragile goods**
Fragile goods shall always be packed taking the requirements of the contents into account. Fragile goods shall be packed so that the content does not move, stain or leak. The contents shall endure normal handling and be packed so that it will not cause any hazard or damage to people or property. In case of damages caused by the Customer the Customer shall be liable for all damage to other shipments and all damage caused to Posten.

The Customer and Posten shall always agree separately on shipments that require a certain temperature or other similar special conditions. Posten shall not transport e.g. live or dead animals, live plants or perishable food items without separate agreement on the terms and conditions on the transportation with the Customer.

3. OBJECTION AND STATUTORY LIMITATION

**Objection and statutory limitation concerning damaged shipments**
An objection concerning damage to a shipment shall be made to Posten within a reasonable period from the time the damage was detected or should have been detected. A reasonable period is usually considered to be 14 days from the date on which the shipment was handed over to the recipient.

The right to compensation is forfeited if the damaged shipment is not reported as prescribed above.
Objection and statutory limitation concerning delayed or lost shipments and incorrect payments of cash-on-delivery sums
An objection concerning a delayed or lost shipment and incorrect payments of cash-on-delivery sums shall be presented to Posten within a reasonable period from the time the Customer was informed about the delay, loss or incorrect payment. A reasonable period, however, is considered to be no later than 30 days from the date on which the shipment was handed over for transportation or three calendar months from the date on which the cash-on-delivery shipment was handed over for transportation at the latest.

The right to compensation is forfeited if the delayed or lost shipments and incorrect payments of cash-on-delivery sums are not reported as prescribed above.

Presenting the claim for compensation
The right to compensation is forfeited if a written claim for compensation is not presented to Posten within a year after:

1) Posten’s liability for the transportation has expired, if the claim is based on damage of the shipment or partial loss of its contents or delayed delivery
2) The Customer has submitted or should have submitted an objection concerning the loss of the shipment
3) Posten has informed that the shipment has been lost, if the claim is based on the loss of the shipment
4) The Customer has submitted or should have submitted an objection concerning incorrect payment or non-payment of a cash-on-delivery shipment
5) Three months have passed from the dispatch or other details related thereto, if the claim is based on conditions other than those presented above.

According to the agreements of the Universal Postal Union, the sender shall make an inquiry about the shipment within six months from the dispatch. The right to compensation is forfeited if a written claim is not submitted to Posten within one year from the date on which Posten answered such an inquiry. This provision applies to the extent the shipment falls under the scope of the agreement of the Universal Postal Union.