



## Kaukokiito's general contract terms as of 15 November 2019

### 1. Scope of application

These general contract terms are applied to all transport and contract logistics services and related additional services (hereinafter the "Services") produced in Finland by Suomen Kaukokiito Oy and other companies belonging to the Kaukokiito chain (hereinafter "Kaukokiito") to their customers (hereinafter the "Customer").

A deviation from the general contract terms is only possible by a separate agreement concluded between Kaukokiito and the Customer.

The overall contract consists of various contract provisions valid at any given time, and their order of precedence is as follows:

- 1) The Road Transport Contract Act (in Finnish *Tiekuljetussopimuslaki*) and other Finnish legislation
- 2) Customer-specific contract terms
- 3) Kaukokiito's general contract terms, which are supplemented by service-specific special terms and conditions
- 4) General transport regulations for scheduled goods traffic
- 5) Separately ordered additional services and service fees (later "Service Price List")
- 6) Kaukokiito's guidelines for the freight of a shipment
- 7) In warehousing commissions, the General Conditions of the Nordic Association of Freight Forwarders (NSAB), also its older version if separately mentioned

### 2. Definitions

**Customer:** a company or a natural person who has concluded an agreement with Kaukokiito.

**Kaukokiito Service Agreement:** an overall agreement, which contains Kaukokiito's general contract terms and Customer-specific special terms and conditions as well as the Customer Agreement with appendices.

**Transport Agreement:** The Transport Agreement becomes effective when Kaukokiito has received the Customer's Service Order and accepted it.

**Sender:** a party who has given the shipment to Kaukokiito for transport.

**Recipient:** a party recorded as the recipient of the shipment.

**Freightpayer:** a party announced to be the freightpayer.

**Parcel:** the smallest handled transport unit.

### 3. Services

The Services are defined in the offer made by Kaukokiito, in the agreement concluded between the Customer and Kaukokiito and in its appendices.

The shipments are delivered to the address marked in the address label of a parcel and in the transport order, to which the vehicle must have unrestricted access. If the shipment cannot be delivered to the

recipient's address due to reasons not attributable to Kaukokiito, Kaukokiito has the right to charge the Customer the expenses accrued from the interruption of the Service in accordance with the valid Service Price List.

An appropriate loading platform, a forklift or loading equipment is required both in the departure and destination places. A shipment can be picked up or delivered, for example, with a crane, if ordered separately as an additional service.

Kaukokiito has the right to produce the Services using the production methods chosen by it and select the means of transport, a vehicle type and a transport route used for the production of the Service as well as transport the goods either directly or after reloading. Kaukokiito has the right to change the production method chosen if circumstances so require. Kaukokiito is responsible for ensuring that the methods and means of transport meet the requirements set by law and are suitable for the goods transported.

Kaukokiito has the right to use subcontractors to produce the Services. Kaukokiito is responsible for the performances of the subcontractors chosen by it, as for its own performances.

#### 3.1 Basic Service

##### Service includes:

- Transport in dry cargo hold at the outside temperature.
- One pick-up from the shipper according to a schedule separately communicated by Kaukokiito, from a place to which a truck has unrestricted access.
- Delivery on a business day according to Kaukokiito's schedule.
- One delivery to the address indicated in the transport order to the immediately vicinity of the vehicle (approx. 5 m).
- Handling of the shipment by the carrier as follows:

##### Kaukokiito Bulk Cargo

Handling of the shipment by the carrier with a pallet truck, provided that the weight of one individual parcel is less than 1,200 kg and the maximum measures are: length 1.8 m, width 2.4 m and height 2.2 m. The total freight payable weight of the shipment may be max. 3,000 kg.

##### Kaukokiito's Partial and Full Loads > 3,000 kg / 9 m<sup>3</sup>

Handling of the shipment by a carrier using a pallet truck, provided that the weight of one individual parcel is less than 1,200 kg and the maximum measures are: length 1.8 m, width 2.4 m and height 2.4 m. A loading platform is a precondition for the handling performed by the carrier.

If the shipment contains larger parcels, the loading and unloading belong to the scope of liability of the sender and the recipient. The maximum weight of one individual parcel is 3,000 kg and its maximum

dimensions are: length 13 m, width 2.4 m and height 2.4 m. The total freight payable weight of all parcels of the shipment may be 42,000 kg at maximum.

Pallets weighing over 1,000 kg must be provided with labelling indicating their weight. (The Finnish Occupational Safety and Health Act).

##### Kaukokiito Parcel

The service includes the handling of the shipment by the carrier and the handover to the recipient entered in the order. The preconditions for the service: a shipment weights max. 100 kg, and its total volume is 0.3 m<sup>3</sup> at maximum. The shipment has max. 10 parcels, and the longest side of each individual parcel is no more than 2.4 m, the volume 0.3 m<sup>3</sup> and the weight 35 kg. The length + the circumference of one individual parcel may be up to 3.3 m. Dangerous substances are not transported as a Kaukokiito Parcel.

If a customer orders a Kaukokiito Parcel transport that does not meet the above-mentioned terms and measures, Kaukokiito has the right to change the shipment to a normal bulk cargo transport. In that case, Kaukokiito will charge the Customer the transport fee set out in the agreement on the bulk cargo as well as any additional services according to the Service Price List.

#### 3.2 Services requiring a separate order

**In the following situations, the transport and its terms must be agreed on separately with Kaukokiito:**

- Oversized shipments
- Warm-space transport ( $\geq 0^{\circ}\text{C}$ )
- Chilled foodstuff transport subject to self-control
- Other temperature-controlled transport
- Waste transport
- Transport of medicines
- Transport of dangerous substances (require a separate safety plan)
- Air cargo of a Known Sender
- Airport transport of a Known Supplier
- Transport of flowers
- Transport of feed
- Products unsuitable for transport because their smell or state may affect the quality of other products in the cargo hold.

**Kaukokiito does not transport the following products as bulk cargo:**

- Dangerous substances, Classes 1 and 7 (with the exception, Class 1.4S)
- Unpacked foodstuffs
- Unpacked feed
- Live animals
- Removal transport

**Kaukokiito does not provide transport services using tanker vehicles!**

Transport requiring special measures are described in more detail in section 1.7.

#### 4. Offer

The offer made by Kaukokiito is based on the information provided by the Customer. The offer made is valid for a limited period. If the validity of the offer has not been specified, the offer is valid for the maximum of two (2) weeks from its date. Before concluding the agreement, we will check the customer's credit data.

#### 5. Transport agreement

The Transport Agreement becomes effective when Kaukokiito has received the Customer's Service Order and accepted it. The Transport Agreement may be confirmed after Kaukokiito has received the information and instructions required for the production of the Service, the goods corresponding to the markings of the transport order as well as other possible documents required for the performance of the assignment. The Transport Agreement is confirmed by a waybill (consignment note) or electronically if the order was made online. The Transport Agreement can also be confirmed by other notice taken place via automatic data transmission or in a separately agreed manner.

The Transport Agreement concerns the product amount mentioned in the order and the Service Promise confirmed. Kaukokiito has the right to charge the freight according to the ordered quantity even if the space reservation set out in the order were not reached. Kaukokiito also has the right to refuse to load a quantity bigger than the one mentioned in the transport order by the same order.

#### 6. Service order

For the production of the Service, the Customer is to submit the required information to Kaukokiito in connection with the electronic order. The order of the Service is to be made on the order channels provided by Kaukokiito within the separately given order periods. The order must be cancelled at least two (2) hours before the ordered pick-up time.

The Customer must order additional services in advance in connection with the transport order. Kaukokiito has no obligation to carry out new oral or written additional order requests made after the transport order.

#### Electronic Service Order

In connection with the order, the Customer must give the information required by Kaukokiito's online service; the minimum requirement is the data content set out in the standard SFS 5865. An order must also be made when a sender delivers the goods by itself to Kaukokiito's point-of-service. If the order is made otherwise than in the above-mentioned manner, or it is failed to be made at all, Kaukokiito has the right to charge the Customer the handling fee of the transport order as set out in the Service Price List. Upon the use of the Kaukokiito.fi portal, the terms of use of Kaukokiito.fi website must be adhered to.

#### **At least the following must be provided in a transport order:**

- Name of the sender and the pick-up address
- Name of the recipient and the delivery address
- Freightpayer
- Information on the goods per parcel, the quality and the quantity of the parcel, weight as well as quantity/measurement details
- Desired pick-up date

In addition, where necessary, the handling and special instructions relating to the transport must be given. In the transport of dangerous substances, the waybill (consignment note) entries must contain all substance-specific information required by law. More information on the transport of dangerous substances is provided in section 17.1.

#### 7. Transport documents

Transport documents (including an electronic waybill/consignment note) must contain all information determined as the content of a waybill by the Road Transport Contract Act as well as the information required for a waybill by Kaukokiito. The use of an electronic waybill (consignment note) instead of a waybill in paper form does not affect the determination of responsibilities and liabilities between the sender, the recipient and Kaukokiito.

#### Bulk Cargo deliveries as well as the Partial and Full Load deliveries

Applicable transport documents are waybills (consignment notes) and parcel address labels equipped with an individual, transport-specific number, which have been produced out of electronic order channels, Kaukokiito's system or the Customer's own system. If the transport documents or other related are produced from the Customer's own system, they must be approved by Kaukokiito in advance. When using a waybill in paper form, the Customer must give a waybill (consignment note) of each shipment in three (3) copies.

#### Kaukokiito Parcel

The address label equipped with a bar code and printed out from Kaukokiito's order portal functions as the transport document for Kaukokiito Parcel shipments. Notwithstanding other Kaukokiito transports, no separate waybill (consignment note) is used with the Kaukokiito Parcel.

#### **At least the following information must be included in a waybill (consignment note):**

- Individual waybill (consignment note) number
- Customer number given by Kaukokiito
- Name, address and postal code of the sender
- Place of departure and postal code of the goods
- Departure date
- Name and delivery address of the recipient
- Delivery address of the goods if different than that of the recipient
- Freightpayer and the customer number of the freightpayer, if the freightpayer is other than the sender
- Parcel number, type and content
- Actual gross weight of the goods
- Volume in cubic metres to one decimal place

- In transports of bulky goods, the space reserved for the shipment in loading metres or loading spaces, taking into account the need of securing.
- Over 2.4 m long goods (long object). Please take into account that a long object is transported as a separate order.
- The UN number of a substance or an object classified as dangerous, the official name of the substance or the object with a technical name in brackets if necessary, numbers and a possible packaging group of warning labels, a tunnel restriction code is necessary and the total volume of each dangerous substance.

The carrier confirms the shipment as received for transport electronically or in another verifiable manner. With respect to the cargo hold loaded by the sender, the acceptance inspection and the signature upon receipt of the shipment may be made in a separately agreed other place, for example, at a terminal.

#### 8. Liability for the information

The Sender/Customer is also liable for the entries in a Service Order, a waybill (consignment note) and a parcel as well as for other information given by them and for their correctness, accuracy and sufficiency. Kaukokiito is not liable for disruptions caused in the production of the Service by an incorrect, faulty or missing information.

Kaukokiito has the right but no obligation to verify the information given by the Customer and whether the measures, the weight and the dimension of the goods correspond to the information given in the waybill (consignment note). If the information given by the Customer differs from the information inspected by Kaukokiito, Kaukokiito has the right to produce the Service in the manner required by the inspected information or suspend the already started production of the Service. If the information given by the Customer differs from the information inspected by Kaukokiito, Kaukokiito has the right to charge the Customer in accordance with the valid Service Price List or Customer-Specific Price List.

If the goods subject to the Service are dangerous or subject to other special requirements, Kaukokiito has the right to make sure that the Sender/Customer has met the valid requirements by law. If shortcomings are detected, Kaukokiito has the right to take necessary actions upon the liability and at the cost of the Customer. If the goods are contrary to legislation, the agreement or information given, the Customer accepts that Kaukokiito has the right to return, sell or destroy the shipment upon the liability and at the cost of the Customer. Upon request, the Customer must pick up the goods from a place given by Kaukokiito.

#### 9. Freightage grounds

A calculated freight weight is determined for shipments, if the actual weight of a shipment does not meet the capacity of the transport unit based on its volume or other loading specifics. Kaukokiito has the right to correct the freight weight if the freight weight given by the sender is found to be incorrect.

The freighting grounds and instructions are available in the Databank of Kaukokiito website.

**Loading parcels in a cargo hold on top of or under each other is only possible if all the following pre-conditions are met:**

- The parcels of a shipment may be stacked amongst themselves to the height of 2.4 m in view of their weight, form and durability.
- If a shipment consists of only one parcel, it must be suitable to be loaded both ways, on top or underneath other goods.
- The height of one parcel or pallet may not exceed 1.2 m.
- The weight of a parcel may not be more than 50% of the freight weight of the corresponding loading space.
- The parcel must be even, solid and in good condition.
- It must be possible to handle stackable products mechanically. If a product is not stackable, the information must be clearly marked on the package.
- TDG-classified goods may not be double-stacked.

Kaukokiito has the right to correct the freight weight if the freight weight given by the sender is found to be incorrect.

**10. Goods**

The goods to be transported must correspond to the information that the Sender/Customer has given in the documents and the in packaging. The goods must also otherwise be what has been agreed between Kaukokiito and the Customer. If the goods given for transport are dangerous or otherwise subject to special requirements, the Customer's unconditional obligation is to give the exact information, instructions and action requirements to Kaukokiito.

**11. Packaging**

The Sender/Customer is responsible for ensuring that the goods subject to the Service have been packed so that they can be safely transported and they withstand ordinary strains resulting from stowage, terminal handling, transport as well as securing and/or supporting in the cargo hold in accordance with good practice. The Sender/Customer is also responsible for ensuring that the packaging method chosen is suitable for the content and sufficiently protects the content and that the shipment does not, whether intact or broken, cause damage to persons, the motor vehicle, equipment or other transported goods. If the transport package is used as a sale package and it has sales value, the Sender/Customer is responsible for the adequate protection of such a package during the transport.

**12. Pallets**

Kaukokiito does not replace pallets in connection with a pick-up or delivery. Empty pallets are transported as any goods as long as an electronic Service Order and the requirement transport documents have been made.

**13. Timetables**

The timetables published by Kaukokiito are estimates and they have been given without any obligations. The Customer and Kaukokiito may agree on deviating timetables by a written agreement. Kaukokiito has the right to charge additional fee with respect to separately agreed timetables and actions. Service-specific special terms may contain specifications to the timetables.

**13.1 Transport time**

Shipments, for which the Customer has ordered a scheduled delivery in Kaukokiito's online order portal or within the order period agreed with the Customer, are generally picked up either on the order date or on the next business day following the order.

Shipments are mainly delivered to the recipient on the next business day following the order date. To a part of the distribution areas, deliveries are made within the next two (2) business days or on a defined delivery date, in which case there is a delivery day at least once a week.

Transports requiring special equipment, long-distance and burdensome shipment transport, transports requiring carrying upstairs, inside or outside, evening deliveries, deliveries requiring a telephone call or an e-mail beforehand as well as transports to consumers' private addresses form an exception of normal transport journeys. One (1) additional business day must be reserved for the above-mentioned transports.

**13.2 Transport time of the Kaukokiito Parcel shipment**

Shipments are mainly delivered on the next business day following the order date. Location-specific pick-up and delivery exceptions are provided on the Kaukoputki portal.

**14. General responsibilities relating to the transport service**

**14.1 Responsibilities of the Customer/Orderer**

If the Customer or the Orderer is not in the role of a sender or a recipient, they must ensure that the sender and the recipient act according to these terms and as required by the Road Transport Contract Act.

**14.2 Responsibilities of the sender**

The sender is responsible for packing the product to be delivered so that it is safe to transport it, and it withstands ordinary strains resulting from stowage, terminal handling and transport. The sender is also responsible for sufficient securing and/or supporting in the cargo hold. Kaukokiito has the right, but no obligation, to supplement or repair an evidently defective package to avoid risk as well as charge thereby accrued expenses. If securing or protecting requires other securing equipment than basic securing sling, the sender must provide such equipment to the carrier's disposal at its own expense when the shipment is collected. The sender must always indicate the centre of gravity of the

parcel if it is located higher than half the height of the shipment.

The sender is obligated to pack the shipment on a pallet operated mechanically if there are more than 10 parcels or the weight of an individual parcel exceeds 20 kg. The parcels specified to one pallet and clearly connected to each other are considered in the freight information as one parcel. Pallets weighing over 1,000 kg must always be provided with labelling indicating their weight as set out in the Occupational Safety and Health Act.

The sender is liable for attaching an address label on each parcel of the freight shipment as set out in the standard SFS-EN ISO 780. The address label must state the address of the recipient and the total number of parcels included in the delivery, so that they can be delivered to the recipient provided in the Service Order also without a waybill (consignment note).

The Customer/Sender is responsible for ensuring that Kaukokiito may collect and handover shipments on the agreed time without any waiting period, wasted journey or other obstacle. If the sender loads the shipment by themselves, they are also responsible for the appropriateness of the loading. If special equipment is required for the loading or unloading, the Customer must order the required additional service in advance or assume responsibility for the actions by themselves. If special protection equipment, masks, protective suits, special footwear etc. are required at the loading or unloading end, they must be placed for the carrier's use without charge.

The sender is responsible for ensuring that the goods, parcel markings and other possible documents relating to the performance of the Service are correct and correspond to the Service Order made to Kaukokiito. The sender is responsible for those costs that result from deficient information or from the fact that the actual total weight of the shipment was not given to Kaukokiito.

The sender is responsible for ensuring that dangerous materials submitted for transport are suitable for regular transport of goods and that the requirements of the sender, as determined by law, are fulfilled. The Sender is responsible for ensuring that dangerous substances have been classified, packed and marked as required by law, the waybill (consignment note) contains legal markings and the freight carrier has been notified of the nature of danger. The sender is responsible for all costs arising from a deficient shipping of dangerous materials. More information on the transport of dangerous substances is provided in section 17.1.

Kaukokiito complies with the handling instructions based on the order and the parcel markings. The sender is responsible for appropriately marking the parcels (warm-space delivery, moisture protection, lifting places, prohibition to stack parcels on top of each other, transport direction of a parcel etc.). A shipping document and/or a transport order alone is not a sufficient instruction.

### 14.3 Responsibilities of Kaukokiito

Kaukokiito is responsible for the road safety of the transport unit and the cargo as well as for the compliance with legislation affecting the transport.

Kaukokiito's responsibilities for the goods transported are determined in accordance with the valid Road Transport Contract Act, the General Conditions of the Nordic Association of Freight Forwarders (NSAB) on warehousing valid at any given time and the liability conditions separately agreed between the parties. Kaukokiito's responsibilities are based on negligence unless the statutory legislation provides otherwise.

Kaukokiito is responsible for ensuring that the shipment is transported safely, undamaged and within the agreed delivery period to the address given in the Service Order. Kaukokiito's responsibility for the goods to be delivered begins when the shipment has been taken for delivery and the receipt of the shipment has been confirmed in writing. Kaukokiito's liability for unperformed or delayed collection is at maximum the amount of the domestic transport costs of the delayed shipment.

Kaukokiito's liability under the Road Transport Contract Act ends when the goods are handed over to the recipient, placed for the recipient's use or picked up at a designated place. The liability also ends when the recipient has been informed of the arrival of the goods, but the recipient does not take over the goods. Kaukokiito is not responsible for damage caused by defective or insufficient transport packaging, damage caused by cargo support, deficient handling markings of parcels or other similar events. Kaukokiito is not liable for indirect losses or other losses difficult to be foreseen. Kaukokiito is not responsible for goods, the nature or characteristics of which have not been appropriately given or which do not correspond to what is stated in the order. If Kaukokiito has compensated for the damaged or lost goods in full, it has the right to demand the ownership of the goods.

However, Kaukokiito's responsibility with respect to transport services always ends when the transport unit is delivered to the destination mentioned in the waybill (consignment note) or to another agreed place regardless of when the goods are unloaded from the transport unit. Kaukokiito is not responsible for circumstances that it could not avoid or for the consequences of which it could not prevent by reasonable measures. Circumstances, which are difficult to foresee, are, among other things, the prevention or slowdown of traffic, a strike, a fire, water damage or a criminal act.

### 14.4 Responsibilities of the recipient

The recipient is responsible for inspecting the shipment immediately upon the handover. A verifiable remark of externally detectable damage, deficiencies and/or reduction of goods must be given to the carrier immediately upon the handover. Hidden transport damage must be reported in writing to Kaukokiito within seven (7) days of the delivery of the goods. Sundays and holidays are excluded when calculating the time limit.

If the recipient fails its responsibility to inspect the shipment and does not give a written notice of defect on hidden damage to Kaukokiito within the above-mentioned timeframe, the shipment is regarded to have been accepted in an impeccable condition. The negligence with reminder and notice periods leads to the loss of the right of action, and the compensation for damages can no longer be sought unless Kaukokiito has acted wilfully or with gross negligence.

### 14.5 Reservations and reminders

The carrier confirms the receipt of the order for transport electronically or in an otherwise verifiable manner. The carrier enters any reservations into the information system before acknowledging the receipt for transport.

The recipient of the shipment records any remarks and acknowledges the receipt of the shipment electronically by using the method applied by Kaukokiito. An electronic acknowledgment does not discharge the recipient from the obligation to inspect incoming goods.

All reservation/remarks/reminders arising in the transport chain are to be recorded in the information system in a manner that enables subsequent verification of their chronological order. Kaukokiito furnishes the orderer of the transport on request with an offprint of the electronic waybill (consignment note), for which Kaukokiito can charge in accordance with the Service Price List. Transport liabilities for a shipment are assigned in accordance with the Road Transport Contract Act. In the absence of a waybill (consignment note), a notice of defect may be filled in, of which the recipient receives their own copy.

### 14.6 Notice of defect concerning shipments

Notices of defect concerning shipments must be made immediately after damage, reduction, delay or loss has been detected or should have been detected.

In case of apparent reduction or damage, notice must be given immediately upon receipt of the shipment by writing down the remark to the transport document or a reservation form. The remark is also recorded in Kaukokiito's electronic system. If the reduction or damage is not visible (hidden damage), notice must be given in writing within seven (7) business days of the receipt of the goods. A notice concerning the delay in the delivery of the goods must be made in writing within 21 days of the day when the goods were made available to the recipient. Goods are deemed lost unless delivered within 28 days of the day when Kaukokiito accepted the goods for delivery.

If the delivery date has been agreed in writing in advance, the delivery is considered lost 14 days after the expiry of the delivery period.

### 14.7 Subcontracting

Kaukokiito has the right to use subcontractors to produce the Services. Kaukokiito is responsible for the performances of the subcontractors chosen by it, as for its own performances.

### 15. Collection, loading, securing and unloading of shipments

Kaukokiito collects the goods from the Customer or from another agreed place. The goods subject to the Service are loaded, secured and supported into the means of transport as required by law. The sender and the recipient are responsible for loading and unloading tasks requiring mechanical handling. If the carrier participates in these tasks, they always act at the risk and for the account of the sender or the recipient.

### 16. Warehousing and delivery to a recipient at the terminal

The general responsibilities of a recipient are provided in section 14.4.

The goods unloaded at Kaukokiito's terminal must be picked up within one (1) business day of their arrival. If the shipment has not been picked up within the set period, Kaukokiito has the right to store the goods for the Customer's account and charge warehousing and handling fees according to the valid Service Price List. A delivery fee is charged from a shipment delivered at a terminal. A recipient must be prepared to prove their identity in connection with the delivery of the shipment.

### 17. Transport requiring special measures

The general responsibilities of a sender are provided in section 14.2.

#### 17.1 Dangerous goods

In the transport of TDG-classified goods, the parties to a transport chain must comply with those provisions that the Finnish Act on Transport of Dangerous Goods (2 August 1994/719), as amended and with related regulations, require.

Dangerous goods may only be transported in the ordinary transport of goods as bulk cargo, and Kaukokiito does not provide tank vehicle transports. It must also be possible to load dangerous goods subject to delivery, within the limits of TDG provisions, in the same vehicle together with other dangerous materials and other materials to be transported. Stacking of dangerous goods is prohibited.

Kaukokiito has the right to claim an additional charge for all transports of dangerous goods as set out in the Service Price List and to amend the service commitment if the aim of the amendment is to ensure that the transport of dangerous goods is carried out in accordance with law.

The transport of dangerous goods always requires a lawful marking in the order and in the transport document. The most common marking contains at least the UN number of the substance, the official name of the substance of the goods, the class of the substance, the packaging group and the total

volume of each dangerous substance. When transporting dangerous goods in limited quantity (LQ), a sender must verifiably notify the gross volume of the dangerous substance before the transport. The sender is responsible for all those costs that a deficient shipment of the dangerous substance has caused to Kaukokiito if Kaukokiito did not know or could not reasonably detect that the goods are dangerous. No explosives in class 1, except for the products in 1.4S, or radioactive substances in class 7, except for basic parcels with the UN numbers 2908-2911 meant for consumer use, shipments below the exemption limit.

Temperature-controlled shipments of dangerous substances requiring a separate safety plan must always be ensured by telephone in advance; a mere electronic order is not sufficient.

### 17.2 Oversized

If the cargo exceeds the greatest allowed measures of the vehicle in terms of length (over 13 m), width

(over 2.4 m), height (over 2.4) or weight (over 3,000 kg), the transport must be separately agreed with Kaukokiito. Oversized shipments are transported and scheduled always on a case-by-case basis and by taking into account regulations concerning special shipments.

### 17.3 Round bars and pipes

To ensure occupational safety, round and heavy bars/pipes must always be tied to each other or to the transport platform in order to prevent unintentional rolling. All individual round bars/pipes must be tied at least to a plank.

### 17.4 Foodstuff transport

When a transport contains packed foodstuffs, the obligations set by the valid food legislation and related restrictions are applied. Foodstuffs are not transported as bulk cargo. Temperature-controlled foodstuffs are only transported by a separate agreement.

### 17.5 Temperature-controlled transport

In warm-space transport, the transport of the product is mechanically ensured to take place in  $\geq 0^{\circ}\text{C}$  temperature. An additional fee is charged according to the Service Price List with respect to warm-space transport during 1 October–30 April. Shipments requiring other special temperature are transported only by a separate agreement. Cold and frozen foodstuff transport must always be agreed on separately. Parcels requiring a warm-space transport must always be equipped with an appropriate handling instruction marking.

### 17.6 Additional services

The additional services below can be connected to our products as follows, and they are charged according to our Service Price List valid at the time:

Additional Service	Kaukokiito Parcel	Kaukokiito Bulk Cargo	Kaukokiito Partial and Full Loads
Warm-space delivery ( $\geq 0^{\circ}\text{C}$ )		•	•
Telephone call or e-mail beforehand	•	•	•
Scheduled collection	•	•	•
Scheduled delivery	•	•	•
Delivery to a private address	•	•	•
Carrying upstairs, inside or outside	*included in the Parcel service	•	
Handover or receipt at the terminal	•	•	
Transport of dangerous goods (TDG)		•	•
Crane service		•	•
Loading/unloading using a tail lift			•

## 18. Fuel surcharge

### 18.1 Kaukokiito Bulk Cargo, Partial and Full Load transports

In the Bulk Cargo as well as in Partial and Full Load transports, a then valid fuel surcharge is added to the transport service prices.

### 18.2 Kaukokiito Parcel

The prices of Kaukokiito Parcel service include the fuel surcharge.

### 19. Prices and invoicing

Kaukokiito's right to invoicing arises when Kaukokiito has received the transport order. The sender is responsible for the payment of the freight if the freightpayer mentioned in the transport order or a later transport agreement is not willing to pay the freight invoice or capable of paying it.

Fees are charged according to the agreement with the Customer, the Service Price List and the ordered additional services. If the prices have not been specified in the written agreement between the Customer and Kaukokiito or otherwise, Kaukokiito's then-valid Gross Price Lists are applied to the invoicing. If the contract ID given to the Customer by Kaukokiito or other payment marking under the

agreement is missing from the order, Kaukokiito cannot take into account the customer-specific prices in the charges.

Kaukokiito has the right to determine the valid prices pro rata to the realized volume of the Customer. All prices and payments are given without value added tax, and they do not include other taxes or public-law payments. The value added tax in effect according to the Finnish Value Added Tax Act is charged and specified in invoices. Such amendments to legislation or official regulations that affect Kaukokiito's costs are added to the Customer's prices and charges as of the effective date of the amendments, unless separately otherwise provided.

### 19.1 Invoicing and payment terms

The invoicing period is a calendar week and the payment term of the invoice is eight (8) days, unless otherwise agreed in writing. An invoice is deemed accepted unless Kaukokiito has received a notice given by the Customer within eight (8) days of the date of the invoice.

A payment request due to a delayed payment is charged according to the Service Price List. Kaukokiito has the right to collect interest on arrears according to the Finnish Interest Act as of the due

date. Kaukokiito may transfer its receivables to be collected by a collection agency at the Customer's expense. The Customer does not have the right to set off its possible other receivables, such as claims for damages, against the freight invoices.

Kaukokiito has the right to move to preliminary invoicing or require the Customer to give additional security if after the conclusion of the agreement, such changes take place in the Customer's operations, financial position or other circumstances that have significance for Kaukokiito.

### 19.2 Invoice complaints

Remarks concerning Kaukokiito's invoice must be made within eight (8) days of the date of the invoice.

### 19.3 Credit limit

A Customer's possible credit limit is agreed separately between the Customer and Kaukokiito in a written agreement. Kaukokiito has the right to change the credit limit agreed with a Customer by its unilateral notice.

## 20. Right of pledge and the right of retention

Kaukokiito has the right of pledge and the right of retention to the goods transported as guarantee of

all costs encumbering the said goods and of all other receivables from the same Customer. If the Customer does not pay Kaukokiito the due receivables, Kaukokiito has the right to sell such amount of the goods that Kaukokiito's costs and the Customer's receivables fallen due are covered. If possible, Kaukokiito must well in advance notify the Customer of measures that it is going to take to sell the goods.

#### **21. Force majeure**

A force majeure is considered to be an unforeseeable, exceptional event independent of the parties that takes place after the conclusion of an agreement or the Service Order and was not known to Kaukokiito upon the conclusion of the agreement, and it prevents or delays the fulfilment of the agreed obligation. New or amended official provisions and regulations, the restriction or the denial of permits required for the fulfilment of the Service are considered a force majeure, as well as the delay of the Service performed by a subcontractor, if it was caused by a force majeure.

If either party to the agreement is prevented from fulfilling its obligations due to a force majeure, it must immediately notify the other party of it. A force majeure releases the prevented party from its performance obligations for the duration of the force majeure. If the performance of the Service is disrupted or suspended due to a force majeure, Kaukokiito is not responsible for the consequences caused by the force majeure to the Service.

#### **22. Refusal to perform the Service**

If the Customer's financial position deteriorates or due to a previous breach of contract or other corresponding reasons, Kaukokiito has the right to reject the Customer's orders and retain from performing a previously accepted Service, regardless of what the agreement between the Customer and Kaukokiito would require.

If the ordered Service or its performance is contrary to legislation or regulations in force, Kaukokiito has the right to refuse to perform the Service or suspend the already started performance of the Service as well as terminate the agreement on the Service without an advance notice or liability for damages.

#### **23. Amending the Service Agreement**

If the parties wish to amend the content or scope of the Services agreed in the agreement, the amendments must be agreed in writing, and they

must be confirmed by the signatures of both parties.

#### **24. Assignment of the Service Agreement**

The parties to the agreement do not have the right to assign the agreement or the rights and obligations based on it to a third party without an advance written consent by the other party.

#### **25. Termination of the Service Agreement**

The agreement may be cancelled by a unilateral notice if one of the parties to the agreement materially and repeatedly breaches their contractual obligations, and the party in breach has not remedied the breach of contract within 30 days at the latest of the written notice received. The notice of termination of the agreement must be delivered to the party in breach verifiably within 14 days of the expiry of the above-mentioned time limit. The facts on which the termination of the agreement are based must be provided in the notice.

The validity of the agreement may be cancelled by a written notice if the other party becomes insolvent or their financial position deteriorates significantly, the party is placed or files for company reorganization, liquidation, bankruptcy or is found insolvent in recovery proceedings.

#### **26. Obligations upon the expiry of the service agreement**

After the expiry of the agreement, the parties are obligated to take care of their unfinished obligations based on the agreement, which have arisen during the validity of the agreement. After the notice of expiry of the agreement, Kaukokiito is not obligated to accept new Service Orders. After the expiry of the validity of the agreement, all invoices concerning the Services become due.

#### **27. Settlement of disputes relating to the service agreements**

Any dispute, controversy or legal claim arising out of or relating to the Kaukokiito service agreement and the breach, termination or validity thereof shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Central Chamber of Commerce. The seat of arbitration is Helsinki and the arbitral tribunal consists of one (1) arbitrator appointed by the Central Chamber of Commerce. The language of the arbitration is Finnish unless otherwise agreed.

In matters relating to data protection, the seat is determined according to the applicable regulation.

#### **28. Non-disclosure**

The parties to the agreement do not have the right to disclose information on the agreement to third parties unless otherwise agreed in writing or unless otherwise provided by law. However, the parties have the right to disclose such information on the agreement that their suppliers of the Service or goods need to perform their duties. Price information may not be included in the information to be given.

Kaukokiito has, irrespective of other agreements, the right to disclose information to public authorities in order to prevent, reveal or solve crimes.

#### **29. Amendments to the contract terms and the validity**

Kaukokiito has the right to amend these general contract terms, the Service-specific special terms as well as the content and prices of the Services. The general contract terms, Service descriptions as well as Service Price Lists (additionally ordered services and service fees) are available on Kaukokiito's website.

These general contract terms are valid for the time being.

#### **30. Data protection and the handling of personal information**

In respect of the personal information relating to the Customer and the use of the Service, Kaukokiito is the controller and it will handle the personal information according to law and the EU regulations (including the general data protection regulation, GDPR). A Customer has the rights under the regulations. Inquiries and requests relating to the handling of personal information are to be addressed to our data protection officer in writing: tietosuoja@kaukokiito.fi. The privacy statement and policy of our customer register is provided on our website.

#### **31. Compliance with law**

Kaukokiito complies with Finnish laws and regulations in all its operations.



[Product-specific service descriptions and special terms and conditions](#)

**Kaukokiito Bulk Cargo**

A bulk cargo delivery weighs max. 3,000 kg and the total volume is no more than 9 m<sup>3</sup>. The maximum weight of one individual parcel of the shipment is 1,200 kg, and the maximum measures of a parcel are 1.8 m x 2.4 m x 2.2 m (length x width x height). The Service is suitable for the deliveries of packets and pallets as well as long and burdensome products requiring special handling and TDG transports.

Special provisions concerning the Kaukokiito Bulk Cargo service are provided in sections: 3.1 Basic Service "Kaukokiito Bulk Cargo", 7. Transport documents, 13.1 Transport time, 17.6 Additional services and 18.1 Fuel surcharge.

**Kaukokiito Partial and Full Loads**

A partial and full load shipment weighs more than 3,000 kg or is larger than 9 m<sup>3</sup>. The maximum weight of one individual parcel is 3,000 kg and its maximum dimensions are: length 13 m, width 2.4 m and height 2.4 m. The total freight payable weight of all parcels of the shipment may be 42,000 kg at maximum.

Special provisions concerning the Kaukokiito Partial and Full Loads service are provided in sections: 3.1 Basic Service "Kaukokiito Partial and Full Loads", 7. Transport documents, 13.1 Transport time, 17.6 Additional services and 18.1 Fuel surcharge.

**Kaukokiito Parcel**

A parcel shipment weighs max. 100 kg, and its total volume is no more than 0,3 m<sup>3</sup>. The shipment has up to ten parcels, and the longest side of each individual parcel is no more than 2.4 m, the volume 0.3 m<sup>3</sup> and the weight 35 kg. The length + the circumference of one individual parcel may be up to 3.3 m.

Special provisions concerning the Kaukokiito Parcel service are provided in sections: 3.1 Basic Service "Kaukokiito Parcel", 7. Transport documents, 13.2 Transport time of the Kaukokiito Parcel shipment, 17.6 Additional services and 18.1 Fuel surcharge.