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**ESTONIAN POST LTD.**

**STANDARD TERMS AND CONDITIONS FOR DIRECT MAIL DELIVERY SERVICES**

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## **1 GENERAL PROVISIONS**

- 1.1 The standard terms and conditions for the direct mail delivery services of Estonian Post Ltd. (henceforth the Post) apply to the addressed direct mail delivery service, the unaddressed direct mail delivery service and the semi-addressed direct mail service.
- 1.2 The general terms and conditions are established based on the laws of the Republic of Estonia, and in particular the requirements of the Postal Act and its sub-legislation. In addition to the standard terms and conditions, the relationship between the parties is regulated by the laws and regulations of the Republic of Estonia, the general terms and conditions, Principles Regulating the Processing of Customer Data of Estonian Post Ltd., and the price list. If a provision included in the standard terms and conditions should prove to be completely or partially invalid as a result of a change in legislation, the remainder of the standard terms and condition will remain valid.
- 1.3 The provisions enacted in these standard terms and conditions regarding the sender also apply to the intermediary, aside from the provision of article 6 of the standard terms and conditions.

## **2 DEFINITIONS**

**The concepts used in the standard terms and conditions are defined as follows:**

**Principles Regulating the Processing of Customer Data** is the document that regulates the fundamental principles and conditions of customer data processing by Estonian Post Ltd.

**An additional service** is a service that supplements or adds value to the direct mail delivery service and is provided for an additional fee.

**A post office box** is a mailbox rented by the Post on the basis of a contract, to which physical or legal persons can direct letters and notices on the arrival of postal deliveries addressed to them based on the post office box number.

**A receptacle** is a unit holding the postal items to be delivered. The types of receptacles include bags, boxes, pallets, shipping containers and other similar units.

**A delimited delivery area** – determination of senders by geographically more precise borders, e.g. a city district, block, or an area between streets.

**A post office** is an access point of the Post that is used for providing postal services and for enabling the customer to hand over or receive postal items or direct mail items.

**A postal employee** is an employee of the Post or a person providing postal services or performing services in the name of the Post on the basis of another contract signed with the Post.

**A mailbox** is a material device (box) in the possession of the addressee, by which the addressee enables the provider of the postal service to deliver postal items.

**A direct mail item** is an addressed or unaddressed postal item containing marketing or publicity materials, which is forwarded simultaneously to a large number of addressees. The content, weight, and dimensions of each item are identical to those of the other deliveries sent simultaneously, except for the addressee's name, address, identification number, and other modifications that do not change the nature of the message. Direct mail items are delivered to the addressees' mailboxes.

Direct mail items may not contain invoices or other documents that do not fit the definition of the direct mail item. Direct mail items also may not be sent in the same package as objects or any other postal items.

**The delivering of direct mail items** involves the acceptance or collection of direct mail items as well as the sorting, transport, and delivery thereof to the addressees.

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**A direct mail item delivery notice** is a notice left by the Post in the mailbox or post office box of the addressee for a direct mail item that did not fit in the addressee's mailbox or post office box due to its dimensions. It informs the addressee of the arrival of a direct mail item and the post office that will issue the direct mail item.

**The direct mail delivery service** is the forwarding of a direct mail item from the sender to the addressee by the Post.

**An addressee** is a person to whom a direct mail item is addressed or directed.

**A sender** is a person who has handed a direct mail item over to the Post for delivery or at whose behest a direct mail item has been handed over to the Post for delivery.

**Segmenting** is the formation of target groups of addressees on the basis of the criteria prescribed by the Post or agreed upon with the client.

**A target group** is a group of addressees determined by different parameters.

**An intermediary** is a person who provides or mediates the delivery service of direct mail items through the Post.

**General terms and conditions** – the general terms and conditions for services provided by Estonian Post Ltd. establish the fundamental principles of the relations between the Post and the sender as well as the general conditions for the fulfilment of contracts made by the parties. The general terms and conditions apply to all Post contracts entered into by the Post and the sender.

### **3 TERMS AND CONDITIONS FOR DIRECT MAIL DELIVERY SERVICES**

#### **3.1 The contents of a direct mail item**

The terms of the direct mail delivery service allow for the forwarding of the following:

- paper items, e.g. printed matter, posters, catalogues.
- postal items of other materials, e.g. plastic cards, promotional gifts, souvenirs, and bulky paper items.

#### **3.2 Dimensions and weights of direct mail items**

3.2.1 Standard dimensions of direct mail items are limited by the dimensions of the mailboxes,

- up to 30 mm thick;
- the maximum dimensions are 210 x 297 mm;
- the minimum dimensions are 90 mm x 140 mm.

3.2.2 The maximum weight of a direct mail item is 2,000 g.

### **4 ACCEPTANCE OF DIRECT MAIL ITEMS**

#### **4.1 Procedure for accepting direct mail items**

4.1.1 The direct mail delivery service is used on the basis of an order-guarantee letter presented by the customer to the Post, which co-ordinates the mailing conditions.

4.1.2 The order-guarantee letter together with a sample of the postal item shall be sent for approval to an e-mail address or fax agreed upon with the Post five workdays before the start of the desired delivery time.

4.1.3 If it is impossible to deliver the direct mail item according to the conditions specified in the order-guarantee letter or additional services have to be used to deliver it, the Post will provide appropriate written feedback by e-mail or fax to the sender's contact person specified in the order-guarantee letter no later than two days as of receiving the order-guarantee letter. If the Post has not made its objections known to the sender within the abovementioned time period, it will be deemed that the Post has accepted the sender's conditions and is obligated to perform the mailing service at the conditions specified by the sender.

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- 4.1.4 The Post will prepare notices regarding the arrival of addressed direct mail items that have dimensions exceeding the standard dimensions, which will be paid for by the sender according to the Post's price list.
- 4.1.5 Postal items are handed over to the Post on the basis of a delivery note. The information provided in the delivery note will include the name of the sender/the party handing over the item, the name and phone number of the contact person, the date and time when the postal item is handed over, the name of the service used, the volume of the postal item (the number of packages and the number of copies inside a package). The delivery note shall be signed by the sender or their representative.
- 4.1.6 The representative of the Post will confirm the acceptance of the postal items from the sender by signing the delivery note and also recording their name as well as the date and time at which the postal item was accepted in addition to the signature.
- 4.1.7 The forms for the order-guarantee letter and the delivery note are available on the Post's website at [www.post.ee](http://www.post.ee).

### **4.2 Terms and conditions for acceptance**

- 4.2.1 Postal items shall be handed over to the Post in accordance with the terms and conditions of sorting and packaging direct mail items. The terms and conditions are available on the Post's website at [www.post.ee](http://www.post.ee).
- 4.2.2 In the case of the handing over of postal items that do not conform to the terms and conditions for sorting and packaging, the Post will process the postal items and collect a fee in accordance with the additional service price list.
- 4.2.3 The postal items shall be handed over to the Post at the Tallinn Mail Sorting Centre (Pallasti 28, Tallinn) or at a post office included in the list available on the Post's website at [www.post.ee](http://www.post.ee). If the postal items are handed over at a post office on a pallet, the place where the postal items are handed over shall be agreed upon with the customer service manager.
- 4.2.4 The name of the service (D+6, D+3, in the case of unaddressed direct mail items also D+1) is marked on the receptacles of the postal items.
- 4.2.5 Employees of the Post shall have the right to check the conformity of the packaged direct mail items with other conditions established by law and agreed upon between the sender and the Post.
- 4.2.6 If a check reveals that the direct mail items fail to meet the requirements referred to in the previous clause, the Post shall return such direct mail items to the sender.
- 4.2.7 The Post has the right to refuse to accept and forward direct mail items that are in breach of legislation to the addressee.

## **5 DELIVERY OF DIRECT MAIL ITEMS**

### **5.1 The conditions and procedures for delivering direct mail items**

- 5.1.1 The Post will forward the direct mail items to the addressees located in Estonia within six workdays at the latest, unless the sender has agreed otherwise with the customer service manager.
- 5.1.2 The forwarding deadline will be calculated from the following day after the postal item has been handed over to the Post by the sender, if the sender hands the direct mail items over to the Post before 2 pm. In the case of postal items handed over later than 2 pm, the following day shall be considered the date when the items were handed over.
- 5.1.3 The Post will perform the forwarding of the postal items as the service indicated on the order-guarantee letter once the Post has accepted the sender's conditions. If the sender has not handed the postal items over to the Post at the agreed upon time and place, the Post will not deliver the postal items in accordance with the conditions specified in the

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sender's order-guarantee letter and the conditions of the delivery will be agreed upon separately by the parties.

- 5.1.4 If the direct mail item does not fit into the addressee's mailbox due to its dimensions, it will be issued to the addressee from a post office under a simplified procedure without requiring the addressee's signature or ascertaining their identity.
- 5.1.5 If the direct mail items handed over to the Post by the sender are not in a suitable format for delivery to mailboxes, the Post will process them according to an agreement reached with the sender for a fee based on the additional service price list.
- 5.1.6 The Post has the right to refuse to deliver postal items to mailboxes that cannot ensure the preservation of the postal items (mailboxes that are unlocked or broken).
- 5.1.7 The Post is not responsible for the postal item not reaching its addressee due to the looting of the mailbox.
- 5.2 If the forwarding of postal items is suspended or cancelled by the request of the sender, the sender is obligated to pay for all of the expenses and services the Post has incurred and/or performed by the time that the request to stop the delivery of the postal items is made. If the forwarding of postal items is suspended or cancelled by request of the sender, the Post is entitled to collect a contractual penalty from the sender in the amount of up to 50% of the total cost of the service of delivering the direct mail items.
- 5.3 Direct mail items that have not been delivered for reasons independent of the Post will be returned to the sender. If the sender does not wish for the undelivered postal items to be returned, the Post will destroy the postal items in accordance with the prescribed procedure and will collect a fee from the sender based on the valid price list.

### **6 FEE FOR FORWARDING OF DIRECT MAIL ITEMS**

- 6.1 The fee for the direct mail delivery service is based on the price list established by the Post. For additional services, the Post will collect an additional fee according to the established price list. The price lists are available on the Post's website at [www.post.ee](http://www.post.ee) and/or can be requested from a customer service manager.
- 6.2 Customers shall pay for the direct mail delivery service in accordance with the stipulations of the general terms and conditions or upon handing over the postal items.
- 6.3 The Post has the right to provide discounts from the valid price lists to the sender of the direct mail delivery service if a discount price has been established for the volume of the direct mail items in question.
- 6.4 The Post has the right to provide discounts from the valid price lists to the sender of the direct mail delivery service based on the volume of direct mail deliveries received from the sender during the accounting period on condition that a discount has been established by the Post for the volume in question.
- 6.5 With regard to the direct mail delivery service, the Post's accounting period is six calendar months, which divides the calendar year in two: 1<sup>st</sup> January – 30<sup>th</sup> June, and 1<sup>st</sup> July – 31<sup>st</sup> December.
- 6.6 The amount of the discount provided to a sender is fixed for one accounting period. The sender submits a written prognosis regarding the perceived volume of direct mail items to be sent during the new accounting period by the 20<sup>th</sup> (twentieth) day of the month preceding the new accounting period and the Post will establish a discount based on this.
- 6.7 The Post will provide the sender who submitted the written prognosis with a discount for each delivery made during the accounting period.
- 6.8 The Post keeps account of the volume of direct mail items sent out by the sender who submitted the written prognosis during the accounting period.
- 6.9 The Post will review the actual volume of direct mail items sent out by the sender over the course of the accounting period during the month following the accounting period.

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- 6.10 If the volume of postal items sent out by the sender during the accounting period is smaller or larger than the forecast submitted by the sender and a lower or higher discount rate has been established for this volume than the discount rate provided to the sender in advance, the Post will have the right to issue to the sender an invoice in the amount that reflects the excessively or less received discount, and the sender is required to pay the submitted invoice.

### **7 PROPRIETARY LIABILITY**

- 7.1 The Post is liable for the damage or destruction of a direct mail item during the time it is in the possession of the Post. The Post will compensate the sender for the direct material damages related to the damage or destruction of the direct mail item, except in cases when the damage or destruction of the direct mail item was caused by circumstances that can be treated as force majeure. However, no more than the price of the postal delivery service of the direct mail item in the region where the incident in question occurred will be compensated.
- 7.2 Force majeure is a circumstance that the Post was unable to influence. Based on the principle of reasonableness, the Post could not be expected to have taken it into consideration when the contract was signed or during non-contractual obligations. Furthermore, it could neither avoid nor prevent the circumstance, nor could it overcome its consequences. Force majeure includes, among other things, the occurrence of technical obstructions independent of the post office, as well as hindrances to the provision of the service caused by natural disasters, catastrophes, adverse weather conditions, the results of war, or some other extraordinary occurrence which the post office could not foresee or prevent.
- 7.3 If the effect of the force majeure is temporary, the violation of the obligation is excusable only for the time that the force majeure hinders the performance of the obligation.

### **8 RESOLUTION OF COMPLAINTS**

#### **8.1 The procedure for resolving complaints related to the direct mail delivery service**

- 8.1.1 The sender has the right to submit a written complaint regarding the direct mail delivery service no later than within ten (10) days of the delivery of the direct mail items to the addressees by the Post.
- 8.1.2 The Post will respond to the complaint submitted by the sender to the Post according to the procedure referred to in the final clause in writing no later than within ten (10) workdays as of its acceptance or arrival (if the complaint is forwarded by mail).
- 8.1.3 If the complaint submitted by the sender regarding the non-conformity of the provision of the service to quality requirements is justified, the Post will refund the sender a proportional part of the fee paid by the sender for the direct mail delivery service, which is the basis for the complaint.
- 8.1.4 Every person has the right to submit a written complaint to the Estonian Competition Authority regarding the activities of the Post that are in conflict with the legislation of the Republic of Estonia and the right to refer matters to the court system in order to protect their rights.

## **TERMS AND CONDITIONS FOR THE ADDRESSED DIRECT MAIL DELIVERY SERVICE**

### **1. Definition of the addressed direct mail item**

- 1.1 Addressed direct mail items are postal items consisting of marketing or publicity information with an identical message (except for the addressee's name, address, identification number, and other modifications that do not change the nature of the message). The content, weight, and dimensions of each direct mail item are identical to other direct mail items sent simultaneously and they are forwarded simultaneously to at least one hundred (100) addressees.

### **2. Terms and conditions for the addressed direct mail delivery service**

- 2.1 **D+6 postal items** are forwarded to the addressee within six workdays if a longer delivery deadline has not been agreed upon.
- 2.1.1 The postal items are paper materials with a maximum weight of 2,000 g. The postal items are handed over to the Post at 2 pm.
- 2.1.2 The postal items can be objects made of other materials or bulky paper consignments with a maximum weight of 100 g. The postal items are handed over to the Post at 2 pm.
- 2.2 **D+3 postal items** are forwarded to the addressee within three workdays.
- 2.2.1 The postal items are paper materials with a maximum weight of 250 g. The postal items are handed over to the Post at 2 pm.
- 2.3 The delivery conditions of orders for the delivery of more than 100,000 postal items are agreed upon separately with the Post.

### **3. Terms and conditions for the packaging and sorting of addressed direct mail items**

- 3.1 The postal items are sorted into packages according to the first three numbers of the postal code in growing order before being handed over to the Post. The last postal item in a package is placed into the package so that its addressed side is visible.
- 3.2 As an exception, the Post accepts postal items conforming to the standard of 50 g envelopes without having been sorted by postal codes. The sender shall hand over the sorted postal items to the Post in separate sets for Tallinn, Harju County, and other regions.
- 3.3 The maximum weight of a sorted package in a receptacle is 6 kg.

### **4. Requirements for providing addresses for addressed direct mail items**

- 4.1 Addressed direct mail items must be labelled as follows by the sender: "OTSEPOST", "REKLAAM POSTI TEEL" or "REKLAAM".
- 4.2 Direct mail items are addressed according to the addressing requirements established by the Post and the envelope standard which is available on the Post's website at [www.post.ee](http://www.post.ee).
- 4.3 **Storage deadlines of addressed direct mail items**
- 4.3.1 Addressed direct mail items that are not delivered through mailboxes will be stored at the delivering post office for fifteen (15) days for pickup by the addressee.
- 4.3.2 If the sender reaches an agreement with the Post, they may extend the storage deadline for postal items at the delivering post office to one month, starting from the postal item's day of arrival at the given post office.

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- 4.3.3 Addressed direct mail items that are handed over to the Post and cannot be delivered for reasons independent of the Post will be returned to the sender after the expiration of the storage deadline or will be destroyed if the Post and the sender reach an agreement to that effect.

## **TERMS AND CONDITIONS FOR THE UNADDRESSED DIRECT MAIL DELIVERY SERVICE**

### **1. Definition of an unaddressed direct mail item**

- 1.1 The unaddressed direct mail delivery service is the forwarding of postal items containing marketing or publicity information by the Post to a target group chosen by the sender.
- 1.2 Unaddressed direct mail items are postal items consisting of marketing or publicity information with an identical message, which is forwarded simultaneously to at least a thousand (1,000) addressees. Unaddressed direct mail items are forwarded to a target group of non-personalised individuals.

### **2. Terms and conditions for the unaddressed direct mail delivery service**

- 2.1 **D+6 postal items** are forwarded to the addressee within six workdays. The postal items are handed over to the Post at 2 pm. The maximum weight of the postal items is 2,000 g.
- 2.2 **D+3 postal items** are forwarded to the addressee within three workdays. The postal items are handed over to the Post at 2 pm. The maximum weight of the postal items is 250 g.
- 2.3 **D+1 postal items** are forwarded to the addressee within one workday. The postal items are handed over to the Post at 12 pm. The maximum weight of the postal items is 250 g.
- 2.4 The target groups for unaddressed direct mail items can be formed on the following bases:
  - 2.4.1 Based on the valid price list, it is only possible to form the target groups geographically by:
    - city district;
    - city;
    - rural municipality;
    - county.
  - 2.4.2 The sender shall pay an additional fee according to the price list established by the Post for the formation of target groups according to other parameters.

### **3. Additional requirements for unaddressed direct mail items**

- 3.1 Unaddressed direct mail items shall be packaged before being handed over to the Post.
  - 3.1.1 Postal items shall be divided into packages containing an equal number of items.
  - 3.1.2 The packages shall be bound together into bundles.
  - 3.1.3 The maximum weight of a complete package of direct mail items in a receptacle shall be 3 kg.
  - 3.1.4 The direct mail item receptacle shall bear a marking regarding:
    - the number of postal item packages in the receptacle;
    - the number of direct mail items in each package;
    - the customer who ordered the delivery;
    - the name of the direct mail items.

### **4. Delivery of unaddressed direct mail items**

- 4.1 Unaddressed direct mail items are delivered through mailboxes if a different method of delivery has not been agreed upon with the addressee.
- 4.2 The Post has the right not to deliver unaddressed direct mail items to mailboxes that bear a notice regarding its owner's refusal to accept unaddressed direct mail items.
- 4.3 The Post guarantees the delivery of unaddressed direct mail items with an accuracy of 95%.

**TERMS AND CONDITIONS FOR THE ADDITIONAL UNADDRESSED DIRECT MAIL DELIVERY SERVICE**

1. The additional services of unaddressed direct mail delivery give additional value to unaddressed direct mail delivery services. Their use enables to form target groups of addressees on the basis of different parameters. The Post has the right to charge a fee for providing the additional services.
2. The target groups of addressees can be selected on the basis of geographical parameters. Possible choices are the administrative units applicable in Estonia (county, rural municipality, city, city district); the regions specified in the price list of unaddressed direct mail items or the delivery area is delimited by an agreement.
  - 2.1. **Delimiting** is the additional service of unaddressed direct mail delivery which allows for choosing the addressees in a specific area as the target group of the addressees. The delivery area is delimited by streets. The delimiting service is added to all choices that are not included in section 2. For example, a full delivery service in a town, an area between streets.
  - 2.2. **Dispersion** is an additional service of unaddressed direct mail delivery by which delivery of items is ensured throughout the agreed region, but in a smaller volume than the number of addressees in the region. The additional service of dispersion can be used should the client wish for the delivery of items throughout the region, but by agreement hands over items in a smaller number than the number of mailboxes in the given region. If the client chooses the additional service of dispersion, the Post will guarantee the delivery of all handed-over items to the agreed target group and/or to the agreed region, but not to all mailboxes of the target group and/or the region.
3. **Selection of the target group** – an additional service of unaddressed direct mail delivery where the addressees are the different segments of addressees. On the basis of the parameters selected by the Client, the service can be provided on the condition that the Post has expressed its readiness to make the delivery to the desired target group
  - Private person – private persons chosen as the addressees.
  - Legal person – legal persons chosen as the addressees.
  - Private house – private houses chosen as the addressees.
  - Apartment house – apartment houses chosen as the addressees.
  - Other choices – delivery to the target group desired by the client. The delivery conditions will be prior agreed with the Post.
4. Different additional services can be combined in order to delimit the target group more precisely.
5. Delivery of unaddressed direct mail items is mainly performed on the basis of external and indirect parameters.

## TERMS AND CONDITIONS FOR THE SEMI-ADDRESSED DIRECT MAIL DELIVERY SERVICE

### 1. Definitions

**The semi-addressed direct mail service** is a service for delivering direct mail items to a target group in a region selected by the sender. The Post will mark the direct mail items with the common name and postal address of the addressee. Identical semi-addressed direct mail items shall be delivered to at least 500 addressees.

**A target group** is a group of addressees with certain attributes for whom a certain advertisement, product, etc. is intended.

**An addressee area** is an undivided administrative unit or street or an area between streets.

**A postal address** is an entry indicating the location of a place or attribute in a geographical space. A postal code assigned by Estonian Post Ltd. is an obligatory part of a postal address.

**The common name of the addressees** is a message with marketing content. The sender shall assign a common name for the addressees.

### 2. Contents of semi-addressed direct mail items

The following can be sent as semi-addressed direct mail items:

- postal items on paper.
- postal items made of other materials.

### 3. Dimensions and weight of semi-addressed direct mail items

Maximum thickness: 30 mm.

Maximum dimensions: 210 mm x 297 mm.

Minimum dimensions: 90 mm x 140 mm.

Maximum weight: 250 g.

### 4. Procedures and conditions for accepting semi-addressed direct mail items

- 4.1 The postal items have to be packaged before being handed over to the Post. The packaging requirements are available at [www.post.ee](http://www.post.ee).
- 4.2 The postal items shall be handed over to the Post for pre-delivery processing four workdays before delivery is commenced or in accordance with an agreement between the parties.
- 4.3 The Post will create a database of addressees located in the area requested by the customer, which corresponds to the requirements of compiling an address list. The address list provided by the customer for the selected area must correspond to the same requirements. The requirements are available at [www.post.ee](http://www.post.ee). The Post has the right to update the requirements if it notifies the customer of the changes one calendar month in advance.
- 4.4 The Post has the right not to deliver postal items to the addresses in the customer's address list if the latter does not meet the requirements of the service.
- 4.5 The Post shall add the addressee's postal addresses to the postal items or perform the delivery service based on the list.

### 5. Delivery of semi-addressed direct mail items

- 5.1 Semi-addressed direct mail items are addressed by the Post according to the addressing requirements established by the Post and the envelope standard which are available on the Post's website at [www.post.ee](http://www.post.ee).
- 5.2 If the D+3 delivery option is selected, the Post shall guarantee the delivery of the postal items to the addressees within 3 workdays.

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- 5.3 If the D+6 delivery option is selected, the Post shall guarantee the delivery of the postal items to the addressees within 6 workdays.
- 5.4 If the direct mail items handed over to the Post by the sender are not in a suitable format for delivery to mailboxes and/or need to be packaged, the Post will process them according to an agreement reached with the sender for a fee based on the additional service price list.