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ESTONIAN POST LTD.

STANDARD TERMS AND CONDITIONS FOR THE COURIER SERVICE

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1. GENERAL PROVISIONS

These standard terms and conditions for the courier service consist of the general and service terms and conditions related to the delivery of courier items (hereinafter standard terms and conditions) that include the procedure for providing the courier service of Estonian Post Ltd. (hereinafter the Post) on the territory of the Republic of Estonia.

These standard terms and conditions regulate the mutual rights and obligations of the Post and the user of the courier service in using the courier service.

The standard terms and conditions are established based on the laws of the Republic of Estonia, primarily the Postal Act and the general terms and conditions for road freight transport, unless specified otherwise in these terms and conditions. In addition to the general terms and conditions, the relations between the parties are regulated by the legal provisions of the Republic of Estonia, the general terms and conditions (do not apply to the transactions of private clients), the Principles for Processing Client Data of Estonian Post Ltd. and the pricelist.

If a provision of the standard terms and conditions becomes completely or partially invalid, all other provisions of the standard terms and conditions will remain valid.

All pricelists for services related to the forwarding of courier deliveries and other specifying conditions are available at post offices and on the website of the Post at www.post.ee.

2. DEFINITIONS

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

Address card is a document attached to the courier item or forwarded with the courier item including the Sender's and Addressee's addresses, phone numbers and information characterizing the item, based on which the courier item is accepted from the Sender and delivered to the Addressee, unless agreed otherwise.

Calculated weight is the weight that is the basis for calculating the forwarding costs, which is equal to the greater weight in a comparison between the real weight and the volume weight.

Forwarding is the process that includes collecting the courier item from the Sender or post office, sorting and transporting the item and delivering it to the Addressee.

Principles for Processing Client Data is the document that regulates the general principles and conditions of processing client data at Estonian Post Ltd.

Courier item (hereinafter: item) is a package or number of packages properly addressed and packaged to be delivered simultaneously from one Sender to one Addressee, the itinerary and issuance of which can be tracked. The courier item can be a courier package as well as a large-dimensioned courier item.

Notice of the arrival of a courier item is a notice to be delivered to the Addressee regarding the type or the courier item and the place of its issue. The notice of the arrival of a courier item is delivered to the Addressee via their mailbox.

Delivery is the delivery of the item to the door of the Addressee's apartment/office regardless of the floor or the delivery of the item to the loading place in the case of large-dimensioned items.

The loading place is the address indicated on the address card, where the item is loaded or unloaded. The loading place is an area with a hard and smooth surface, lacking an incline or steps and located at the same level as the road. The Sender or Addressee must guarantee access to the loading place.

Supplementary service is a service that supplements the courier service or provides added value to it and is provided for an additional fee.

Volume weight is the weight that is the result of multiplying the length, height, width of the item and the volume weight unit of 1 m³ = 250 kilograms.

Package unit is an integral quantity of goods in transport packaging.

Postal worker (incl. **Courier**) is an employee of the Post or a person providing postal services or fulfilling assignments on behalf of the Post.

Post office is a permanent place of activity where the provision of postal services and supplementary services in a certain service area is guaranteed.

Real weight is the weight in kilograms that is determined by weighing the item.

Addressee is the person to whose postal address the courier item is to be delivered at the Sender's request.

Sender is the person that is responsible for the content of the courier item and at whose request and in whose name the courier item is given to the Post for delivery to the Addressee.

Order is the quantity of items simultaneously transferred to the Post by the Sender.

Workdays according to these standard terms and conditions are all weekdays except for Saturdays, Sundays, and national holidays.

General terms and conditions are the general terms and conditions of the Estonian Post's service contract that establish the general principles for the relations between the parties and the general conditions for fulfilling contracts concluded between the parties. The general conditions apply to all Post contracts concluded between the Post and the Sender.

3. SERVICE CONDITIONS FOR THE COURIER SERVICE

3.1. Types of courier service

- 3.1.1. **ELS 10** is a courier service in the course of which courier packages or multi-package consignments are forwarded to the Addressee between 8 am and 10 am on the workday following the day they are accepted.
- Bulky items are not forwarded by the ELS 10 service. Multi-package consignments can only comprise courier packages. The items are delivered to the door of the Addressee's residence or location.
 - The service is only provided in the areas specified by Estonian Post.
 - The service is provided for delivering items to legal persons.
 - **ELS Standard** is a courier service in the course of which courier packages, bulky items or multi-package consignments are forwarded to the Addressee between 8 am and 5 pm on the workday following the day they are accepted.
 - Multi-package consignments may comprise both courier packages and bulky items according to the conditions specified in clauses 3.2.2 and 3.2.3. Indoor logistics are provided for an additional fee according to the conditions specified in clause 3.3.3.
 - The service is provided throughout Estonia. Courier items addressed to small islands are delivered according to the frequency of transportation connections.
 - The service is provided for delivering items to legal persons.
- 3.1.2. **ELS Plus** is a courier service in the course of which courier packages or bulky items are forwarded to the Addressee on the day following the day they are accepted or within the next three days (except for Sundays and national holidays).
- The service is provided throughout Estonia. Courier items addressed to small islands are delivered according to the frequency of transportation connections.
 - The service is provided for the delivery of items to Addressees that are physical persons. The delivery of the item is agreed in advance with the Addressee by phone.
 - Items weighing up to 65 kilograms are delivered to the door of the Addressee's residence or location. Indoor logistics are not provided for items weighing more than 65 kilograms. The item is taken to the loading place.
 - The delivery of ELS Plus items takes place from Monday to Friday from 8 am to 8 pm or on Saturdays from 8 am to 5 pm based on the delivery possibilities of the destination. If it is not possible to agree on a delivery time with the client during the three days following the day they were accepted (D+3), the item will be taken to a post office to be issued there. A notice of the arrival of a postal item will be forwarded to the Addressee regarding the place and time of issue.

3.2. Types of courier items

- 3.2.1. **Courier packages** are items that are delivered to the door of the Addressee's residence or location.
- Minimum dimensions: width 15 centimeters, length 21 centimeters and thickness 2 centimeters (except for the ELS envelope)
 - Maximum weight up to 30 kilograms
 - Maximum length of one side up to 1.5 meters
 - Sum of the height and the circumference of the bottom up to 3 meters
- 3.2.2. **Bulky items** are items that exceed the weight and/or dimensions of courier packages. Bulky items are taken from the Sender's loading place to the Addressee's loading place.
- Maximum dimensions: length 3.0 meters x width 1.7 meters x height 1.8 meters (in certain regions up to 2 meters) with the pallet;
 - Maximum real weight up to 600 kilograms;
 - Maximum volume weight up to 2,550 kilograms;
 - Volume weight coefficient: $1\text{m}^3 = 250$ kilograms; volume weight is calculated if the longest side of the item exceeds 1.5 meters and the sum of the circumference of the bottom and the height exceeds 3.0 meters or the weight exceeds 30 kilograms.
 - Items weighing more than 65 kilograms must be placed on pallets and the Post does not provide the supplementary indoor logistics service.
- 3.2.3. **Multi-package consignments** are a quantity of items consisting of several package units (courier packages and/or bulky items).
- The quantity of package units: 2 – 20;

- Minimum dimensions of a package unit: width 15 centimeters, length 21 centimeters and thickness 2 centimeters (except for the ELS envelope)
- The maximum real weight for one unit is up to 600 kilograms; the maximum volume weight for one unit is up to 2,550 kilograms; the maximum total calculated weight for a multi-package consignment cannot exceed 2,550 kilograms;
- Maximum dimensions: up to 3.0 meters x 1.7 meters x 2.0 meters per unit;
- The service is only available to Estonian Post's contractual clients. The list of places where the consignments are accepted is available on the website of Estonian Post Ltd. at www.post.ee.

3.3. Supplementary services

- 3.3.1. A supplementary service is a service that supplements the courier service or provides added value to it. The Post has the right to collect a fee for providing a supplementary service.
- 3.3.2. **A declared value courier item's** value has been disclosed to the Post by the Sender and if it is lost or damaged, the Post will be liable to the extent of the disclosed value of the courier item, but limited to the actual amount of the damages.
- Upon the evaluation of the courier item, the Sender will pay the insurance fee according to the Post's pricelist.
 - Upon the insuring of a multi-package consignment, the Sender will pay a one-time insurance fee for the entire value of the multi-package consignment.
 - The value of the item will be determined by the Sender in euro in full, within the limits of the actual cost of the contents of the courier item. The Sender may also determine the value of the courier item to be the partial cost of the contents and to pay an insurance fee for the partial cost. If the sender discloses the partial value of the contents of the item, the Post will be liable to the extent of the partial value in case of damages to the item, but the liability will be limited to the actual amount of the damages.
 - The value is written on the address card of the courier item in euro in full in Arabic numbers.
 - Coins, credit cards, jewelry, and other valuables can be sent as declared value courier items.
 - Declared value courier items are transferred to the Post in closed packages or in open packages, if the Post so requires, in order for the Post to be able to check the contents.
- 3.3.3. **Indoor logistics** is a supplementary service for the delivery of bulky courier items with a calculated weight from 30 to 65 kilograms from the loading place to the door of the Addressee's location or residence for a fixed fee.
- Multi-package consignments with a total weight of up to 100 kilograms, the package units of which do not exceed the weight or dimensions of a courier package, will be delivered from the Sender's residence or location directly to the Addressee.
 - Multi-package consignments with a total weight of 101 kilograms – 300 kilograms, the package units of which have a real weight between 31–65 kilograms and/or have the dimensions of a bulky item will be delivered from one loading place to another. It is possible to order indoor logistics as a supplementary service in order to deliver the item from the door of the Sender's residence or location to the door of the Addressee's residence or location, or one or the other. If the weight of any of the package units exceeds 65 kilograms, the supplementary indoor logistics service is not provided for the multi-package consignment.
 - Multi-package consignments with a calculated weight of more than 300 kilograms or multi-package consignments in which any unit weighs over 65 kilograms, will be taken from one loading place to another and the supplementary indoor logistics service is not provided.
- 3.3.4. **Reshipment** is a supplementary service that can be ordered by both the Sender and Addressee in order to forward the courier item from one address to another before the delivery of the courier item. In the case of reshipment, the Post has the right to charge a fee for the new forwarding according to the type of item and service, except for the insurance fee.
- 3.3.5. **Handle with care** is a supplementary service in which case the item is labeled a fragile item, guaranteeing the careful handling of the item while being transported and processed.
- 3.3.6. **Cash on delivery (COD)** is a courier item for which the Sender authorizes the Post to collect a specific COD amount from the Addressee upon delivery and to forward this by bank transfer to the bank account indicated by the Sender.
- The COD amount is determined by the Sender.
 - The postage for the COD item and the COD service fee are paid by the Sender.
 - The maximum COD amount shall not exceed the total of the value of the courier item and the postage.

- In the case of the sending of a multi-package consignment to one Addressee, the Sender will determine one COD amount for the entire item. Upon forwarding a multi-package consignment, the Sender will pay the COD fee once.
 - The COD amount will be indicated in euro on the item packaging and on the address card in numbers.
 - The recipient of the COD amount may be the Sender of the COD item or a legal or physical person designated by them.
 - The COD amount is transferred to the bank account of the Sender or a legal or physical person designated by them.
- 3.3.7. **Postage on delivery** is a supplementary service in the case of which the Addressee of the Courier item pays for the item's forwarding fee. The service is only available to Senders that are contractual clients of Estonian Post Ltd.
- 3.3.8. **Proof of delivery** is a service for forwarding a delivery note/invoice signed by the Addressee to the Sender in the agreed upon manner. The service is only available to Senders that are contractual clients of Estonian Post Ltd.
- 3.3.9. **Personal delivery** is a service whereby the Courier item is delivered personally to the Addressee indicated on the address card. This supplementary service can only be ordered as an ELS Pluss service.

4. AMENDING THE PRICELIST FOR THE COURIER SERVICE AND PRICE FORMATION

- 4.1. Payment for the courier service and supplementary services is based on the pricelist established by the Post. The pricelist is available in post offices and on the website of the Post at www.post.ee.
- 4.2. The Post will notify the public of changes in the fees for the courier service via the website of the Post at least thirty (30) calendar days before the change in the fee enters into force.
- 4.3. The user of the courier service can pay for the courier service in cash or by non-cash settlement, including card or mobile card payments, depending on the technical possibilities in the region where the service is provided. The Post will issue a document to the Sender certifying payment.
- 4.4. The user of the courier service shall pay for the courier service upon handing over the courier item or based on a contract between the Post and the user of the postal service.
- 4.5. The weight and price of the item will be determined according to the results of the inspection of weight and dimensions performed by Estonian Post Ltd.
- 4.6. The Post has the right to add to or deduct from the fixed courier service pricelist a supplementary fee for fuel costs if the changes in the price of fuel require or enable this. The valid rate for the supplementary fuel fee is published on the website of the Post. The post has the right to change the rate for the supplementary fuel fee once a month without the obligation for notification specified in cl. 4.2.

5. CONTENTS OF COURIER ITEMS

- 5.1. It is prohibited to send the following articles in courier items:
 - weapons and parts thereof;
 - ammunition and parts thereof;
 - teargas and nerve gas cylinders;
 - explosive and flammable and hazardous substances;
 - poisonous and radioactive substances;
 - biological infectious substances;
 - narcotic and psychotropic substances and medicine containing such substances;
 - whole blood and blood components;
 - acids;
 - highly perishable foodstuffs;
 - live animals, birds, fish, insects
 - poisonous plants;
 - items that, due their characteristics and packaging, may endanger the Sender of the courier item or postal workers, or may soil or damage other postal items, postal devices or the property of third parties;

- items or printed matter with indecent or immoral content;
- money;

6. PLACING AN ORDER

- 6.1. Courier items can be handed over to the Post at all post offices of Estonian Post Ltd. during business hours. The contact information for post offices and the times that items are accepted are available on the website of Estonian Post Ltd. at www.post.ee.
- 6.2. An order for the courier service can also be placed by phone, fax or e-mail. The order must include the following information:
 - Sender's name
 - Address
 - Contact phone
 - Time
 - The type, quantity, dimensions, weight of the items, as well as special comments regarding the items
 - Form of payment
- 6.3. Upon acceptance of a courier item, the Post will label the item in a manner that allows its progress to be tracked and the date of delivery to be established.
- 6.4. The Post has the right to determine the quantity of courier items to be simultaneously accepted at each post office. If the client wishes to send more than 150 courier items at the same time (at the Sorting Centre, Pallasti 28, Tallinn) or more than 50 courier items at a post office located in a county seat, the acceptance of the items must be agreed in advance with the post office.

7. ACCEPTANCE AND ADDRESSING OF COURIER ITEMS

- 7.1. The Sender or the Addressee must create the conditions for handing the item over to the courier and receiving it from the courier, including ensuring access to the loading place, ensuring the required driving conditions of the access road and the conformity of the loading place to the following requirements:
 - It must be possible to stop for loading;
 - the loading place must have a hard and smooth surface, and must lack an incline or steps;
 - the hold must be within the operator's field of vision or the safety of the vehicle must be guaranteed, etc.
- 7.2. The Sender is obligated to compensate all costs that arise in connection with access to the loading place (entry free, parking fee, other fees or official costs).
- 7.3. The loading of the item includes the loading and unloading of the item from the sides or back of the vehicle. Loading is considered to be the loading of the item into a vehicle at the loading place not further than 6 meters from the vehicle, including the correct positioning and fixing of the load.
- 7.4. The maximum waiting time for the courier during the acceptance or delivery of an item is 15 minutes. If the waiting time exceeds 15 minutes, the courier has the right to refuse to deliver or accept the item.
- 7.5. The Post has the right to refuse to accept items that are improperly packed or prepared.
- 7.6. The Sender's and Addressee's address information is included on every courier item by the Sender. The address information is written on the item or filled out on the item's address card.
 - 7.6.1. Each package unit of a multi-package consignment must include the Sender's and Addressee's address information and have a unique package unit bar code.
- 7.7. The address is written in Latin letters and Arabic numbers. Abbreviated designations, agreed letters, numbers or notations that are not generally recognized and which may cause difficulties in processing the item and delivering it to the Addressee shall not be included in the address.
- 7.8. The address information of the Addressee and Sender will be indicated on the courier item as follows:
 - name (given name and surname of a physical person or the name of a legal person);
 - street, house and apartment number, name of farm outside of cities, towns or small towns;
 - name of the village and rural municipality;
 - postal code (written on the last line before the name of the city or county);
 - city or county;

- phone number, preferably a mobile phone number.

7.9. The courier service is not available for deliveries "upon demand" or deliveries to P.O. boxes.

7.10. Courier items are not forwarded to detainees in custodial institutions or in-patients of medical institutions.

7.11. If a courier item is handed over by a contractual client, the Sender is obligated to fill out a delivery note, a sample of which is available on the website of Estonian Post Ltd. at www.post.ee. The delivery note will be signed by the Sender or their authorized representative and the courier will confirm the quantity of the accepted items. All persons who hand over items on behalf of a company are considered authorized persons. One copy of the delivery note shall remain in the possession of the Sender.

7.11.1. The delivery note for the courier item can be forwarded on paper or electronically in a format accepted by the Post.

8. TERMS AND CONDITIONS FOR PACKAGING

8.1. The packaging of the courier item will be selected by the Sender. The courier item must be packed and sealed in conformity with its content, weight, shape, means of transportation and the duration of its passage.

8.2. Until the delivery of the item, the item belongs to the Sender.

8.3. The Sender is liable for bodily harm that is caused to postal workers or other damage caused to other postal items or postal equipment by sending forbidden items or by not fulfilling the conditions for packaging and/or labeling postal items.

8.4. The packaging and sealing must:

8.4.1. protect the courier item from damage upon being crushed and processed;

8.4.2. prevent damage to the contents of the item and make it possible to access the contents of the item without damaging the packaging;

8.4.3. guarantee the safety of the Addressee and postal workers;

8.4.4. prevent damage to other courier items and the Post's property.

8.5. Breakable and other fragile items must be packed securely with in containers filled with protective materials that prevent breaking (e.g. bubble wrap, granules, fabric, etc.), prevent the items from coming in contact with each other during transport, or from moving and/or hitting the walls of the packaging.

8.6. The Post has the right to demand the application of the supplementary "HANDLE WITH CARE" service in the case of courier items with breakable or fragile contents. The courier will add a supplementary service label to the item upon acceptance. If the Sender refuses to use the supplementary service, the Post will not be liable for the preservation of the contents of the item.

8.7. Liquids and liquefied substances may only be sent in hermetically sealed containers. Each container will be placed into a special strong box in order to prevent the container from breaking, other postal items from being damaged, or the liquid from flowing out. The Sender is obligated to label the item with arrows that show that the item may not be turned on its side during processing or transport.

8.8. Precious metals and jewelry must be packaged in durable metal boxes or wooden boxes with sides that are 1 cm thick for courier items that weigh up to 10 kg, and 1.5 cm thick in the case of items that weigh more than 10 kg. The sides of a plywood box can be 5 mm thick, if the edges of the box are reinforced with braces.

8.9. Diagrams, pictures, cards, etc. are rolled around a strong cardboard base/tube.

8.10. Documents and paper materials must be packaged in an envelope with the ELS logo.

8.11. Bulky items weighing over 65 kilograms must be packaged by the Sender on a pallet.

9. DELIVERY OF COURIER ITEMS

9.1. The courier item will be delivered to the addressed indicated on the address card of the courier item. The item will be delivered to the person indicated as the Addressee or their authorized representative upon the presentation of an identity document. The person that accepts the courier item will confirm the delivery and note the following on the address card:

- given name and surname;
- signature;
- delivery time and date;

9.2. The Post will notify Addressees that are physical persons of the arrival of a courier item by phone.

- 9.2.1. If there is no answer at the phone number of the Addressee that is a physical person, the phone number has not been provided or is incorrect, the courier will make one attempt to deliver the item to the destination address.
- 9.3. In the case of Addressees that are legal persons, there is no obligation to phone in advance and one attempt will be made to deliver the item. The attempt to deliver the item will be made in the time period described in the terms and conditions for ELS 10 and ELS Standard services.
- 9.4. If the delivery attempt is unsuccessful, a notice of the arrival of a courier item will be left in the Addressee's mailbox and the item will be issued at the post office.
- 9.5. The Sender or Addressee may order a second delivery for an additional fee.
- 9.6. The Addressee does not have the right to open the item before confirming its acceptance with their signature, except if the post office has drawn up a legal instrument regarding damage to the item.
- 9.7. The Addressee of the courier item has the right to refuse to accept a courier item delivered to them without opening it by making the corresponding notation on the address card and confirming it with their signature and the date. If the Addressee refuses to make such a notation, the courier will make the corresponding notation and confirm it with their signature, and the notation made by them will be equivalent to the refusal of the Addressee to accept the courier item. Upon the refusal to accept the item, the return costs will be paid by the Sender.
- 9.8. A courier item without declared value that is addressed to a physical person will be considered delivered once it is delivered against a signature to the Addressee or a person that is at least 15 years old based on a personal identity document and is located at the living premises of the Addressee, except in cases where the "personal delivery" service has been ordered.
- 9.9. A courier item without declared value that is addressed to a legal person will be considered delivered once it is delivered to the legal representative of the legal person or an employee of the legal person located at the address on the item, or to a person authorized by the legal representative.
- 9.10. A courier item addressed to a physical person that arrives at the address of a legal person will be delivered to an employee of the legal person at the given address, if the courier is not able to deliver the item to the Addressee personally. The employee of the legal person who accepts the courier item that has arrived in the name of the legal person will note their position, given name and surname and the acceptance date on the address card. The employee of the legal person who accepts the courier item will forward the courier item issued to them to the Addressee at the first opportunity, except in cases where the "personal delivery" service has been ordered.
- 9.11. A declared value courier item will be considered delivered to a physical or legal person if it is handed over to the Addressee or to a person authorized by them for this purpose, based on an authorization document. The authorization document or copy thereof will be attached to the copy of the address card retained by the Post, except in cases where the "personal delivery" service has been ordered.
- 9.12. A COD courier item will be delivered to the Addressee after the payment of the COD amount. The Post will issue a receipt to the Addressee for the acceptance of the COD amount.
- 9.13. A courier item with damaged packaging or a weight difference will be issued with a previously compiled legal document. A courier item with damaged packaging or a weight difference will be opened by the Sender in the presence of the courier. The Addressee will decide whether to accept or refuse the courier item, to return it to the Sender or submit a claim report to the Post.
- 9.14. If the Addressee refuses the item, it will be returned to the Sender and will be stored at the post office.
- 9.15. A courier item that could not be delivered to the Addressee will be stored at the post office for 7 calendar days. Once the storage deadline has passed, the item will be returned to the Sender and the Post has the right to charge the Sender a fee for the return.
 - 9.15.1. In the case of "Cash on Delivery" service, the Sender will pay the cost for forwarding, returning and storing the courier item.
- 9.16. A courier item will be returned to the Sender immediately if its delivery is impossible. The impossibility of delivery is constituted by one of the following situations:
 - 9.16.1. It is impossible to forward the courier item to the Addressee due to the inaccuracy or illegibility of the postal address, or other similar reason;
 - 9.16.2. The Addressee of the courier item does not live or is not located at the address noted on the courier item and there is no information of their new residence or location.
- 9.17. The Sender or the Addressee may extend the storage deadline for the courier item for up to 1 (one) month as of the arrival of the item at the post office. The storage of the item will be based on the possibilities available at the local post office. The party that has written the application shall pay a storage fee to the Post for the storage of the courier item at the post office based on the Post's pricelist.

10. DOCUMENTS, BASED ON WHICH THE COURIER ITEM WILL BE HANDED OVER

10.1. The courier item will be delivered upon the presentation of one of the following identity documents.

10.1.1. Primarily:

- Passport of a citizen of the Republic of Estonia;
- identity card (ID card);
- alien's passport

10.1.2. If the abovementioned documents cannot be presented, also:

- diplomatic passport;
- temporary travel document;
- travel document issued by a foreign country (passport issued by a foreign country);
- refugee travel document (document for a foreigner who has been granted asylum in Estonia);
- seaman's service book;
- certificate of record of service on Estonian ships;
- motor vehicle driver's license.

10.2. Courier items with Addressees who are persons under the age of 16 will be handed over on the basis of an identity document or will be handed over to a legal representative (for instance father or mother) on the basis of a document proving kinship or on the basis of a document proving the right of representation, except in cases where the "personal delivery" service has been ordered.

10.3. Courier items will be handed over to person with right of legal representation upon the presentation of an identity document and a document proving the right of representation (A- or B-card from the Commercial Register, a court judgment or ruling or the decision of another competent agency), except in cases where the "personal delivery" service has been ordered.

10.4. Courier items may be handed over to persons authorized by the Addressee, if the Addressee has provided a letter of authorization for accepting the courier item, except in cases where the "personal delivery" service has been ordered. The letter of authorization must be in written form, except if the legislation of the Republic of Estonia or the Sender's written declaration provides that the letter of authorization must be in some other form (certified by a notary, city secretary or the head of an in-patient medical institution if the Addressee is being medically treated).

10.5. The following must be included in the text of the letter of authorization:

- date of preparation of the letter of authorization;
- name (in the case of a legal person) or the surname and given name (in case of a physical person) of the authorizing party, their residence/location and personal ID code/register code; in the case of a legal person, also the given name and surname of the legal representative that signs the letter of authorization;
- the given name and surname, personal ID code or date of birth, and residence of the person being authorized;
- contents of the letter of authorization – the execution of which transactions is being authorized;
- the term of the letter of authorization written in numbers and/or words;
- signature of the authorizing party (for legal persons also the position);
- In case of a letter of authorization certified in the form that is provided by law, the confirmation of the certifier of the letter of authorization.
- corrections are not permitted in the text of the letter of authorization.

10.5.1. The letter of authorization may be individual, recurrent or issued for general administration.

10.6. An individual letter of authorization is provided for the acceptance of a specific courier item, and in addition to the information specified in clause 10.5 it shall include the type and number of the courier item which the recipient of the letter of authorization is authorized to accept.

10.7. Recurrent letters of authorization allow courier items arriving for the authorizing party to be received during the period specified in the letter of authorization. The authorized person will make a copy of such a letter of authorization, which will be given to the post office upon the acceptance of the courier item. The authorized person must present the original of the letter of authorization every time they accept a courier item.

10.8. General administration letters of authorization are issued by the authorizing party for executing various transactions and when issuing courier items based on such a letter of authorization, the same principles apply as for issuing courier items based on a recurrent letter of authorization.

- 10.9. The Addressee (authorizing party) must notify the Post (post office or client service center) in writing if they are rescinding (prematurely terminating) a letter of authorization. If a written notification is not submitted, the Post is not liable for the correctness of the delivery of the courier item.
- 10.10. When a courier item is handed over based on a letter of authorization, the notice of the arrival of a courier item or any other document proving that the item has been issued shall include, in addition to the information on the Addressee's representative and the information on their identity document, the following information: the words "volikirja alusel", and the number and date of issue of the letter of authorization if it exists.
- 10.11. A letter of authorization issued by a legal person to its representative for the acceptance of a courier item shall be signed by the legal representative of the legal person (member of the management board, procurator, etc.). The authorized person shall present an identity document and the letter of authorization as well as a valid (not more than 15 days old as of the day that the courier item is delivered) printout (B-card) of the register card data of the legal person being represented, which proves the signature and authorization rights of the person that signed the authorization. A legal person governed by public law will present another document that proves the signature and authorization rights of the person that signed the authorization.
- 10.12. A courier item addressed to a legal person may be handed over to the legal representative of the legal person (member of the management board, procurator, liquidator, bankruptcy trustee) according to the entry in the register in which the corresponding person is registered. A legal representative must present a valid (not more than 15 days old as of the day that the courier item is delivered) printout of the register card data and an identity document. In this case, the name and register code of the legal person and the name of the representative will be noted on the notice of the arrival of the courier item.
- 10.13. Courier items will be handed over to a sole proprietor upon the presentation of an identity document.
- 10.14. The requirements for handing over a courier item to a legal person also apply to a legal person governed by public law, except for the obligation to present a printout of the data on the register card.
- 10.15. Courier items may also be handed over based on a certified letter of authorization issued in a foreign country and authenticated by a corresponding competent person or agency, which is equivalent to a letter of authorization certified by a notary of the Republic of Estonia, except in cases the "personal delivery" service has been ordered. The letter of authorization must be translated into Estonian along with a notarized confirmation of the authenticity of the translation or be translated by a sworn translator. The letter of authorization must be confirmed with an apostil or legalized, except if it is issued in a country with which Estonia has concluded a legal assistance treaty.
- 10.16. The Post is not liable for the documents' authenticity, completeness, validity or the accuracy of the translation.
- 10.17. The Post is not obligated to accept a letter of authorization if its contents are not unequivocally comprehensible.
- 10.18. Courier items will only be handed over upon the presentation of original documents, or copies that are notarized or certified/authenticated by a person entitled thereto based on other legislation.

11. RESOLUTION OF COMPLAINTS AND PETITIONS

- 11.1. The Sender or Addressee may submit written claims for compensation due to the improper delivery and damaging of the courier item or loss thereof within 5 (five) days of the day that the circumstances that are the basis for the claim appear, but not later than 30 after the day that the item was mailed.
- 11.2. An application for searching for a lost courier item must be submitted within 6 months of the day after the item was handed over to the Post at a post office or the Post's client service center. The receipt issued by the Post upon the acceptance of the courier item shall be attached to the petition. In the case of petitions sent electronically, the user of the courier service shall submit a copy of the receipt issued by the Post upon the acceptance of the courier item by mail, fax or e-mail (scanned). If the receipt is lacking, the Post does not guarantee the success of the search. Searches for courier items are free of charge.
- 11.3. A complaint or petition must be submitted to the Post by letter, fax or e-mail. The corresponding contact information is available in post offices or at the website of the Post at www.post.ee.
- 11.4. The following information should be included in a petition:
- given name and surname of the petitioner or business name of a legal person, as well as their address, telephone number and bank account number if the petition is related to the compensation of losses;
 - information on the courier item that is the basis for the submission of the petition (type of courier item, registration number, name of the dispatching post office, date of dispatch, name and address of the Addressee, and the declared value of the courier item, as well as the COD amount in case of COD courier items);
 - in case of the submission of a petition for the loss of a courier item, the loss of the contents of a courier item, or shortages or damages, a detailed list of the contents and the cost of the articles;

- information as to how the answer should be delivered (orally, in writing by mail or e-mail).
- 11.5. If the user of the courier service submits a petition about several courier items that are addressed to different Addressees, a separate petition should be submitted for each courier item.
- 11.6. The Post will review the petitions and complaints as quickly as possible, but no later than within 10 workdays from the day that the petition or complaint was submitted and will make its decision known to the submitter of the petition or complaint by the means chosen by them. If it is not possible to provide a thorough answer within the given time, the petitioner will be informed of this by a written interim answer and the final answer will be provided within one month. If it takes more than one month to resolve the complaint, the petitioner will be informed thereof and an answer will be provided as soon as possible.
- 11.7. If it is not possible to resolve the petition or complaint, the petitioner will be provided with an answer along with the reasons for this (references to legislations or regulations).
- 11.8. If an agreement cannot be reached with the Post, the user of the courier service has the right to have recourse to the Competition Board or court.

12. PROPRIETARY LIABILITY AND COMPENSATION OF LOSSES

- 12.1. The Post bears proprietary liability for losses that occur:
 - 12.1.1. If a courier item is lost;
 - 12.1.2. If a courier item is damaged at the fault of the Post. The Addressee must immediately ascertain the damage to the courier item upon acceptance. A courier item with damaged packaging shall be opened upon the request of the Sender if it turns out that the courier item is damaged, the corresponding notation will be made on the address card or distribution sheet, which will be confirmed by the Addressee and the courier with their signatures. The Post will not consider subsequent claims and the Addressee will not have the right to demand compensation for the damages;
 - 12.1.3. If the COD amount or a part thereof is not collected from the Addressee;
 - 12.1.4. In case of a delivery delay, in which case liability is limited to the compensation of postage.
- 12.2. Indirect losses, including the loss of revenues, are not subject to compensation.
- 12.3. In case of the loss, theft or damaging of a declared value or bulky courier item, the Post bears proprietary liability to the extent of the declared value of the item, but not more than the actual damage amount. If the Sender has declared part of the value of the item, the Post will be liable to the extent of the declared partial value.
 - 12.3.1. In case a declared value multi-package consignment is partially damaged, part of the declared value of the multi-package consignment or package unit will be compensated, but not more than the actual damage amount of the package unit.
 - 12.3.2. In case the value of a multi-package consignment has been partially declared, the Post will be liable proportionally to the extent of the partial value designated for each package unit.
- 12.4. If the COD amount is not collected in full from the Sender, the COD amount is not collected, or the COD amount is incorrectly paid out, the Post is liable to the extent that the COD amount was undercollected or not paid out.
- 12.5. If the courier item is lost, the Sender or the Addressee has the right to receive a refund for all paid charges and fees, except for the insurance fee paid for declared value courier items.
- 12.6. The Sender is liable for the contents of the item. If the Sender has submitted incorrect information on the contents of the item or the contents of the item do not conform to the standard terms and conditions, then the Sender is liable for damages caused to the Post or third parties, and shall pay the designated fines if necessary.
- 12.7. If the loss of the courier item or damage to the contents is caused by force majeure, in which case compensation is not paid, the Sender has the right to receive a refund of the paid fees, except for the insurance fee paid for declared value courier items.
- 12.8. In case of the loss of or damage to a courier item of undeclared value, Estonian Post Ltd. bears maximum proprietary liability of up to 320 euro, but not more than the actual damage amount. In addition, postage will be compensated.
- 12.9. In case of the loss of or damage to bulky items or multi-package consignments of undeclared value, Estonian Post Ltd. bears maximum proprietary liability of up to 512 euro, but not more than the actual damage amount. In addition, postage will be compensated.
- 12.10. Payment of compensation will be made in euro.
- 12.11. The Post shall pay compensation immediately after it has become clear that the courier item has been destroyed or a search has revealed that the courier item has been lost.

- 12.12. Compensation shall be paid by postal money order to the address of recipient of the compensation or shall be deposited in their bank account.
- 12.13. If the item that was considered lost or a part thereof is found after compensation has been paid, the Post shall notify the person that received the compensation that they are entitled to be issued the item that was considered lost or the part thereof within three months if they return the paid compensation. If the person that received the compensation refuses the found item, or does not declare within 10 workdays their wish to accept the found item, the Post will send the same notice respectively to the Addressee or the Sender (the person who was not paid compensation) giving this person the same deadline for answering.
- 12.14. If the Sender and the Addressee refuse the found item or do not answer the Post by the specified deadline, the ownership of the item will be transferred to the Post, who paid the compensation related to the destruction or loss of the item.
- 12.15. The Post is not liable in the following cases:
- 12.15.1. Force majeure is a circumstance that the Post is unable to influence and unable take into account, avoid or prevent at the time the contract was concluded or at the time the non-contractual obligation developed, or is unable to overcome the consequences thereof.
 - 12.15.2. Among other things, force majeure includes the occurrence of technical failures independent of the Post, as well obstacles to providing service resulting from natural disasters, catastrophes, adverse weather conditions, war, strikes, changes in legislation or other extraordinary events, which the Post could not foresee or prevent.
 - 12.15.3. If the force majeure is temporary, the violation of obligations is only excusable during the time that the force majeure prevents the fulfillment of the obligation.
 - 12.15.4. If the Post is unable to account for the items due to the destruction of official documents as a result of force majeure, under the condition that the Post's liability cannot not be proven by some other means;
 - 12.15.5. If the loss of the item, the lack of or damage to the contents has been caused at the fault or by the carelessness of the Sender or the nature of the item's contents;
 - 12.15.6. In case of items that include articles that are prohibited from being sent according to these standard terms and conditions;
 - 12.15.7. If the items have been impounded in accordance with legislation;
 - 12.15.8. In the case of declared value items, which are insured for significantly more money than they are worth;
 - 12.15.9. If the Sender has not submitted an inquiry within six months of the day after the item was mailed;
 - 12.15.10. If the Sender is acting in bad faith in order to collect compensation.
- 12.16. The Post's liability remains in the following cases:
- 12.16.1. The shortages in or damages to the contents of the item are discovered before the item is handed over or while the item is being handed over;
 - 12.16.2. If, in the case of a returned item, the Sender accepts the item with the notation that the item has been pilfered or damaged and immediately writes a petition for a claim before leaving the post office;
 - 12.16.3. If the Addressee of a forwardable courier item or, in the case of the item's return to the dispatch location, the Sender, despite a correctly formulated item, notifies the post office before leaving that they have discovered a theft of or damage to the contents of the item. The petitioner for compensation must prove that the theft or damage did not occur after it was handed over.

13. REQUIRMENTS AND PROCEDURES FOR OPENING, PRESERVING, SELLING AND DESTROYING COURIER ITEMS THAT HAVE NOT BEEN FORWARDED DUE TO THE IMPOSSIBILITY OF DELIVERY

- 13.1. The opening of courier items that have not been forwarded due to the impossibility of delivery
- 13.1.1. The Post has the right to open a courier item:
 - 13.1.2. in order to protect the contents of a damaged courier item or determine its condition;
 - 13.1.3. in order to determine the Sender in the case of the impossibility of delivering the courier item;
 - 13.1.4. in order to prevent possible physical danger to persons or things from the courier item; in this case, the Post will immediately notify the rescue service. - 13.1.5. If a suspicion develops during the forwarding of the courier item regarding the survival of the contents of the courier items or if, based on external indicators, it can be assumed that the contents have been stolen or that they pose a threat to other postal items, the pilfered courier item will be opened in order to determine its condition.

- 13.1.6. The persons present when the courier item is opened are obligated to maintain postal secrecy with regard to that which they have learned upon the opening of the courier item.
 - 13.1.7. A legal instrument will be drawn up about the opening of the courier item.
 - 13.1.8. The legal instrument includes the reason for opening the item, an exact description is provided of the external condition of the courier item, the weight of the item is noted before opening and the general weight after it is sealed. The legal instrument also includes a list of the articles in the courier item and a detailed description of the articles (name, number, weight in case of merchandise) and a description is provided of which part of the item's contents was missing, pilfered or damaged and which part is being forwarded.
 - 13.1.9. A notation is made on the opened courier item regarding the reason it was opened. The articles that are discovered upon opening the courier item, which are unfit for further use or not allowed to be sent in courier items are removed and destroyed. After the substances that are spoiled, dangerous or not allowed to be sent are removed, the item, along with a copy of the legal instrument, is sent to the Addressee. A copy of the legal instrument regarding the removal of spoiled or dangerous substances is also sent to the Sender of the courier item.
- 13.2. The procedure for destroying and selling courier items that have not been forwarded due to the impossibility of delivery
- 13.2.1. Courier items with highly perishable contents, which have not been forwarded due to the impossibility of delivery may be destroyed by the Post immediately after being opened at the storage location, if the Sender or Addressee cannot be ascertained from the contents.
 - 13.2.2. The written notices and articles of little value contained in the courier item will be destroyed after six (6) months. The items are destroyed in a way that guarantees postal secrecy and the protection of personal data.
 - 13.2.3. Other contents of courier items are sold pursuant to chapter 6 of the Law of Obligations Act, under the condition that this does not violate the privacy of the Sender and the Addressee.
 - 13.2.4. Of the articles removed from the courier items:
 - 13.2.5. foodstuffs, old and worn articles and other articles of little value are destroyed;
 - 13.2.6. gold and silver coins, precious stones and metals or articles containing them and other valuable contents are sold, under the conditions that this does not violate the privacy of the Sender and the Addressee;
 - 13.2.7. upon the discovery of documents or articles not mentioned in the aforementioned clauses, the commission that executed the opening will make a decision in each case about what to do with the documents and articles the item contains.
 - 13.2.8. The Post will keep the money received from the sale of the articles contained in courier items.
 - 13.2.9. The auction of the articles to be sold will be carried out under conditions and procedures determined by the corresponding commission of the Post.