

# VR Transport's road logistics terms of delivery 2024

VR-Group Plc road logistics's terms of delivery will enter into force on 1 January 2024 and remain in force until further notice. These terms of delivery replace the previously valid general conditions of carriage. Value added tax is not included in the prices.

## Section 1 Scope of application

These terms of delivery will be applied, unless specifically agreed otherwise, in all transport tasks of VR Transport road logistics (hereinafter Carrier).

## Section 2 Provisions applicable to transports

The currently effective legislation (such as the Act on Road Transport Agreements and the Act on Transport of Dangerous Goods), binding international agreements and these terms of delivery are applied to the Carrier's transports.

The transports shall also abide by the publications mentioned below and the instructions and orders issued on the basis of these terms of delivery which are an essential part of these terms of delivery.

The customer is responsible for ensuring the sender and recipient of the shipment are aware of these terms of delivery and undertake to follow them, unless otherwise agreed in writing between the parties. Otherwise, the customer is liable for all consequences and costs related to the transport.

If the transport or logistics services under the contract of carriage concluded with the customer require investments from the Carrier, the contract will be binding on the Carrier only after the Carrier has separately announced in writing that the Board of Directors or other appropriate body of VR-Group Plc has approved the investments, irrespective of what has been stated elsewhere concerning the contract.

## Section 3 Contract of carriage

Concluding a contract of carriage for a particular shipment takes place when the shipment is ordered or when the Carrier takes the goods for transport. The contract of carriage is confirmed with a waybill or electronically, in a manner approved by the Carrier beforehand.

## Section 4 Waybill

The sender, customer or party mandated by the customer must fill in the waybill (as instructed in the guidelines below / in the waybill standard SFS-5865) or electronic waybill (as instructed in the guidelines below / in the waybill standard

SFS-5865). The sender (or customer in the latter scenario) is responsible for ensuring that the information they provide is correct.

Without prejudice to any part of this Section 4 in relation to filling out a waybill, the most important parts for filling out a waybill are the following (the list is not exhaustive):

- waybill number, also marked with a bar code (pursuant to the waybill standard SFS-5865)
- customer number
- name and address of the sender
- name, address and phone number of the recipient
- the party paying for the freight and the name and address of the payer, if the payer is not the sender or recipient
- number of containers, make/number, container type
- shipment's content and special requirements and product and condition requirements, such as, warm, cold, frozen product, goods subject to customs duty
- the goods' gross weight in kilograms and volume or freight weight, if the weight is less than 333 kg/m<sup>3</sup>
- the officially approved title of dangerous goods, UN number, class and packaging group.

The relevant parties may also mark on the waybill or the electronic waybill other transports-related information they deem to be necessary.

## Section 5 Sender's responsibility

The sender, customer or customer representative is responsible for the information they have provided for or marked on the waybill. The sender is responsible for ensuring the freight and other payments related to the transport are paid to the Carrier. If the sender has provided for or marked on the waybill the recipient or third party as the payer of the freight and other transport-related payments, the sender will not be released from paying these payments to the Carrier if the payer marked on the waybill does not pay these payments to the Carrier.

## Section 6 Carrier's responsibility

The Carrier's responsibility for the goods is determined in accordance with currently valid legislation, applicable international conventions and the responsibility-related conditions separately agreed by the parties. The Carrier's liability is based on negligence, unless otherwise provided by mandatory legislation. The Carrier's contractual liability towards the customer is limited to the service charge payable for the agreed task or part of the task.

The party claiming compensation is obligated to limit the damage and losses as well as to prove the damage and losses caused, the causal link and the amount of damage and losses. The Carrier is not responsible for indirect damage or losses or other damage or losses that are difficult to predict.

The Carrier is not responsible for any disruptions or interruptions to the service caused by the actions, errors or negligence by the customer or a third party, insufficient protection or packaging of goods, incorrect or incomplete markings, special susceptibility to damage or environmental conditions, or force majeure (as defined below).

## Section 7 Packaging and addressing the goods

The sender is responsible for the goods being packaged appropriately so that the packaging can endure the normal strains caused by transport. The sender is responsible for the shipment having the appropriate processing markings. The sender is obligated to reimburse the Carrier for the damage and costs caused by the insufficient packaging of the goods to the Carrier's employees, vehicle, equipment or other property and the sender is also obligated to reimburse the personal injuries and material damage caused to a third party. The Carrier may also refuse to transport goods that have not been packaged appropriately without liability for damages.

The sender must equip the shipment with clear address markings. For the processing of the goods, it is important that refrigerated and warm transport are marked clearly on both the waybill and the shipment. The total amount of containers must also be indicated in the address markings.

## Section 8 Ordering of carriage

The order for carriage must contain the following information:

- name, address and customer number of the sender
- pick-up address
- desired pick-up time
- name and address of the recipient
- delivery address
- information about the goods, the quality, amount and special instructions of the goods, such as being subject to customs duty
- if the wish is to set for the shipment a transport time deviating from the normal transport schedule, it must be agreed separately, in which case a confirmed marking pursuant to the instructions shall be made of this on the waybill

- the party paying for the freight and the name and address of the payer, if the payer is not the sender or the recipient.

The orders for carriage are primarily placed electronically. The sender is responsible for the information of the carriage order. They are liable to the Carrier for the costs and damage caused by incorrect or incomplete information. The amount of freight is deemed to be an expense of the Carrier, unless the Carrier proves the amount of actual costs and damage to be larger.

## Section 9 Carriage time, delays

The Carrier strives to transport the goods with the fastest method possible, while taking into account the provisions on driving and working hours. The pick-up and arrival times must be agreed separately.

Delay of release shall be processed pursuant to the Act on Road Transport Agreements.

## Section 10 Payment

The payment term is 7 days net, unless otherwise agreed with the customer. The late payment may be subject to the interest on arrears in accordance with the Interest Act, which is confirmed annually by the Bank of Finland.

## Section 11 Picking up, loading, stevedoring, securing and unloading the goods

The Carrier picks up the goods from the customer or another agreed location.

Unless the parties have agreed otherwise on action obligations in the contract, the goods within the scope of the service are loaded, stevedored, supported and secured to the means of transport under the customer's responsibility and unloaded from the means of transport under the recipient's responsibility. When the Carrier participates in a measure falling under the customer's or the recipient's responsibility, as described above, the Carrier's actions always fall under the customer's or the recipient's responsibility.

When releasing the goods, the Carrier shall take the recipient's signature, including the print name, on the waybill or other document.

## Section 12 Recipient's responsibility

The recipient is obligated to inspect the shipment immediately upon its release. If there is any outwardly detectable damage or defect in the goods and/or of any decrease or loss of goods, a notification with a proof of delivery must be submitted to the Carrier in connection with the release. If there is any hidden transport damage, a written complaint must be submitted to the Carrier within seven (7) business days of the release of the goods. Sundays and national holidays are not taken into account when determining the deadline. If the recipient neglects their obligation to inspect the shipment and does not submit a written complaint for hidden damage to the Carrier within the above-mentioned deadline, the shipment is deemed to have been accepted in

good condition. Failure to comply with the notification and complaint deadlines will result in the loss of the right of action and, in this case, no further claims for damages may be made, unless the Carrier's actions are intentional or grossly negligent.

### Section 13 Transport of dangerous goods

Fees related to the transport of dangerous goods will be charged based on the separate, currently effective price list for supplementary services.

In the transport of dangerous goods, the sender and the recipient must follow the laws, regulations and other orders concerning the transport of dangerous goods. When ordering the transport of dangerous goods, the sender must tell the Carrier well in advance, before the transport is carried out, the nature of the danger (ADR classes) and, if necessary, the precautions to take. It is the sender's duty to make the required markings on the waybill regarding the quality of the goods and provide the Carrier with the information and documents required for performing the transport.

The sender is responsible for ensuring that the packaging used for the transport of dangerous goods meets the requirements set by authorities. The sender is also responsible for the packaging markings required by the legislation.

The sender and the recipient are responsible for ensuring the Carrier does not suffer injury from any such consequence that the transport of dangerous goods has caused for the Carrier, if the Carrier did not know and could not reasonably have noticed that the goods were of dangerous nature.

### Section 14 Withholding performance

The Carrier has the right not to accept the customer's orders and withhold the performance of the confirmed service due to the customer's anticipated or previously realised breach of contract, the material deterioration of the customer's financial position or any other similar reason, regardless of what would otherwise be required by the contract between the parties.

### Section 15 Termination of the contract

Both parties have the right to terminate the contract by notice if the other party materially and repeatedly breaches its contractual obligations and the breaching party does not rectify its breach within thirty (30) days of the written notification by the breached party.

### Section 16 Contractual obligations when the validity of the contract ends

When the validity of the contract ends, the parties are obligated to perform their outstanding obligations under the contract that have arisen before the end of the validity of the contract. After the notice of termination, the Carrier is not obligated to take on new tasks. When the validity of the contract ends, all invoices related to the service are due for payment.

### Section 17 Lien

The Carrier has the lien for the goods under their monitoring as security for all the costs burdening the goods and the other claims they have from the same client. If the goods are lost or damaged, the Carrier is entitled to the same amount of compensation that is paid by an insurance company or another payer. Unless the overdue claim of the Carrier is paid, the Carrier is entitled to sell goods to the extent that, in addition to the costs, all of the Carrier's claims are covered.

If possible, the Carrier must inform the client well in advance of the measures they intend to take in order to sell the goods.

### Section 18 Pallet practice

The Carrier does not change pallets in connection with loading or unloading unless separately agreed otherwise with the customer.

### Section 19 Subcontracting

The Carrier has the right to use subcontracting in the provision of services.

### Section 20 The Act on Road Transport Agreements

The Act on Road Transport Agreements (345/1979, including amendments) and the decrees issued based on it are applied to all of the transports of goods performed by the Carrier, unless the parties have specifically agreed otherwise.

### Section 21 Electronic services

For the persons appointed by the customer, the customer receives the usernames and passwords intended for VR Transport's contractual customers. The customer is responsible for all of the usernames and passwords. If the customer has reason to suspect that the username or passwords might have become known to an outside party, the customer must immediately notify the Carrier.

The Carrier does not guarantee that the service will be available to the customer without any interruptions. The Carrier also is not responsible for any damage caused due to disruptions or errors that might appear in the service.

The Carrier has the right to change the electronic services or stop providing them. At the end of the contract, VR Transport is entitled to delete all of the customer's usernames and passwords.

The use of electronic services is subject to VR's General Terms and Conditions for Electronic Services.

The General Terms and Conditions for Electronic Services are available on VR's website at [www.vrtransport.fi/asiakkaan-opas/lait-asetukset-ja-ehdot](http://www.vrtransport.fi/asiakkaan-opas/lait-asetukset-ja-ehdot).

## Section 22 Force majeure

The parties are not liable for any delays or failure to fulfil contractual obligations when this is caused by a force majeure event.

Force majeure events are events that are beyond the control of the party and:

- take place after the contract was signed,
- which the party could not have reasonably foreseen at the time of signing the contract and
- the effects of which cannot be avoided without unreasonable costs or efforts being required from the party impacted by the event.

The parties must inform the other party of the start and end of any force majeure events without undue delay.

The Carrier is entitled to invoice the customer for the costs caused by the force majeure.

In the situations where providing the service referred by these contractual conditions, or service to which these contractual conditions are applied to, is, either entirely or partly, prohibited, restricted or would break any valid legislation or norms, including the valid legislation or norms of the United States of America, the European Union or an independent state, especially if the purpose of the legislation or norms is to prevent or restrict terrorism or set embargoes, the VR-Group Plc companies that are either a party or target of a legal act are always entitled to refuse an individual service request or assignment, interrupt the providing of a service already started and cancel the contract concerning the service without any liability for damages.

## Section 23 Amending the conditions

VR Transpoint reserves the right to amend these terms of delivery during their validity period.

## Section 24 Applicable legislation and dispute settlement

These conditions are governed by Finnish law, with the exception of its connecting factor rules. Any disputes arising from these conditions shall be finally settled by arbitration in Helsinki in accordance with the Arbitration Rules of the Finland Chamber of Commerce.