



Terms of Use

General Terms & Conditions of Itella Parcel Services Effective as of 1 October 2020

GENERAL PROVISIONS

1.1. These general terms and conditions for the provision of parcel services (hereinafter referred to as the General Terms & Conditions) of Itella Logistics UAB (hereinafter referred to as Itella) stipulate and regulate the relationship between Itella and the Client (hereinafter also referred to as the Party or the Parties) and the procedure for provision of the service.

1.2. The General Terms & Conditions are an inseparable part of the Service Contract (hereinafter referred to as the Contract) entered into between Itella and the Client and apply to all contracts between Itella and the Client that concern the organisation of parcel services and the delivery of Shipments.

1.3. The terms used are defined and the rights and obligations of Itella and the Client are stipulated in the General Terms & Conditions.

1.4. The Contract, the Price List, the (special) terms and conditions of the Service (hereinafter also referred to as the Service Terms & Conditions) and the other terms and conditions established by Itella in relation to the Service and accessible to the Client via the Itella Website or self-service environment (all of the documents specified above are hereinafter jointly referred to as the Contract Documents) apply to the Parties in addition to the General Terms & Conditions.

1.5. The services are provided in accordance with the legislation of the Republic of Lithuania, the General Conditions of the Lithuanian National Association of Forwarders and Logistics and the Convention on the Contract for the International Carriage of Goods by Road (CMR), which are not regulated by the Contract Documents.

1.6. The special terms and conditions of the Service are stipulated in the Contract and the Service Terms & Conditions, but they may also arise from the other Contract Documents.

1.7. Itella establishes the General Terms & Conditions, the Price List, the Service Terms & Conditions and the other terms and conditions determined in respect of the Service and may amend them unilaterally if this is necessary due to a legal amendment or the introduction of a new Service, the amendment of the Service or the termination of the provision of the current Service.

1.8. Itella provides information about the amendment of the Contract Documents via the Itella Website www.itella.lt at least 30 (thirty) calendar days before the amendment enters into force. The client will not be informed about the amendment separately. If the Client continues using the Service of Itella after the amendment has taken effect, they are deemed to have agreed with the amended terms and conditions.

1.9. The General Terms & Conditions, Price Lists, Service Terms & Conditions, etc. related to the provision of the Service are accessible on the Itella Website www.itella.lt

1.10. The Contract for the provision of the Service may be entered into in any format whatsoever, e.g. via the self-service environment, in writing or in a format that can be reproduced in writing. The moment Itella starts fulfilling an order is also deemed entry into the Contract.

1.11. The Client confirms that they have read the General Terms & Conditions, agree with them and undertake to comply with them by filing an order or agreeing with a quote made by Itella.

DEFINITIONS

2.1. **Client** means a natural person or legal entity that has entered into a contract for the provision of Services by Itella.

2.2. **Services** means the parcel terminal or parcel pick-up point service, the courier service and/or additional services related to Shipments to be provided by Itella to the Client.

2.3. **Parcel** means an item packaged and marked according to requirements, whose permitted dimensions, weight and other conditions are given on the Itella website (www.itella.lt) or in the self-service environment or stipulated in the written contract between the Parties. The Client must ensure that the Parcel complies with the requirements established by Itella.

2.4. **Pallet** means a goods pallet (incl. EUR pallet, FINN pallet) that guarantees the permitted carrying capacity and allows for safe handling during transport. A Shipment whose Actual Weight exceeds 35 kg or 40 kg depending on product terms must be placed on a Pallet.

2.5. **Shipment** means (a) properly packaged and marked Parcel/Parcels or Pallet/Pallets to be sent. Separately packaged Parcels or Pallets are handled as independent Shipments.

2.6. **Sender** means the person who wishes to send a Shipment to the Recipient or the person who hands over the Shipment to Itella on behalf of the Client.

2.7. **Recipient** means the person who is marked as the Recipient on the Parcel label or who is at the Recipient's address to whom the Shipment must be delivered and who has the right to take delivery of the Shipment.

2.8. **Order** means an order filed by the Client to Itella for the provision of the Service.

2.9. **Courier** means a person who provides the Itella parcel service by delivering Shipments.

2.10. **Parcel Terminal** means a device in a fixed location that makes it possible to receive Shipments from Senders and deliver them to the Recipients.

2.11. **Parcel Pickup point** means fixed location where is possible to deliver shipments to the Recipients.

2.12. **Sorting Centre** means the structural unit of Itella where national and international Shipments are sorted, distributed and stored.

2.13. **Itella Website** means the Itella website and self-service environment www.itella.lt

2.14. **Price List** means the fee(s) indicated on the Itella Website or in the self-service environment that are subject to payment by the Client for the provision of the Service.

2.15. **Delivery Notice** means the notice sent by text message, by e-mail or in any other manner that includes information about the timeframe within which the Shipment will be delivered and the instructions for changing the time and/or place of delivery.

2.16. **Door Code or PIN** means the numeric code indicated on the Parcel Terminal Delivery Notice, which opens the door of the Parcel Terminal locker where the Shipment is stored.

2.17. **Additional Service** means a service that complements the Service or adds value thereto (e.g. customs procedures, personal identification, payment on delivery).

2.18. **Weight and Dimensions of Shipment** means the dimensions and weight of the Shipment considered upon pricing. The consideration of the weight is set forth in the Service Terms & Conditions as volumetric or actual weight. The weight of the Shipment specified in the order is considered. If Itella weighs the Shipment during the provision of the Service and it proves heavier, Itella will proceed from the actual weight of the Shipment.

2.19. **Parcel Card/Shipment Labelling** means the information required for the provision of the Service that is written or stuck on the Shipment.

2.20. **Delivery Documents** mean the documents required for the customs formalities and other official procedures related to the Shipment.

2.21. **Delivery Confirmation** means the confirmation of delivery of the Shipment given by the Client, the Recipient or the Sender, which is given on the touch screen of a hand-held terminal or by entering the Door Code or PIN in a Parcel Terminal.

2.22. **Attempted Delivery/Empty Run** means a run made in relation to the receipt or delivery of a Shipment whereby the Shipment could not be received from the Sender or delivered to the Recipient for reasons not dependent on Itella or the Courier. Itella has the right to demand that the Client pay for an Empty Run according to the Price List.

2.23. **Debt Collector** means the company that provides the debt collection service.

REQUIREMENTS FOR SHIPMENTS

3.1. The dimensions (length/width/height) and weight (kg) of the Shipments must correspond to those stipulated in the Service Terms & Conditions.

3.2. The Client must package and label the Shipment with the correct contact details. The packaging of a Shipment is chosen by the Client (Sender). The instructions for packing a Parcel can be found on the Itella Website www.itella.it

3.3. Shipments must be packaged in such a manner that:

- a) the contents of the Parcel cannot be accessed without damaging the packaging;
- b) the outer packaging can withstand a diagonal fall from a height of 100 cm;
- c) the Parcel does not soil or damage other parcels;
- d) the packaging complies with its content and weight, shape and type as well as the manner of transport;
- e) the Client must give Itella timely and adequate instructions to ensure that the contents of the Shipment are preserved upon provision of the Service and to prevent damage to the Shipment or its contents;
- f) appropriate packaging accessories (corner protectors, cushioning materials, filling material, etc.) have been used to package fragile items, ensuring that the items cannot move inside of the box during transport;
- g) the labelling, Parcel Card and/or other marking labels may not be placed over the corners and/or edges of the packaging; if reusable packaging is used, all old marking labels must be removed;
- h) the Shipments placed on a Pallet may not extend beyond the Pallet's edges;
- i) the Delivery Documents must be in a sealable plastic wallet attached to the outside of the Shipment. The Client is liable for the correctness of the Delivery Documents.

PROHIBITED SHIPMENTS

4.1. It is prohibited to send the following objects and goods with Itella services:

4.1.1. perishable biological substances and infectious substances;

4.1.2. radioactive, explosive, caustic, toxic or inflammable substances or substances sensitive to cold;

4.1.3. articles or substances, which may soil or damage other shipments or handling equipment due to their nature or packaging including containers filled with liquids if such items are not closed in a leak-proof manner and not packaged in materials that are shatter-proof;

4.1.4. money, bank cards, coins in circulation, securities, bonds, precious metals and stones;

4.1.5. identity documents, travel documents, permits or documents giving a special status;

4.1.6. living plants, animals, birds, fish;

4.1.7. sharp items without special packaging;

4.1.8. narcotic drugs and psychotropic substances;

4.1.9. ammunition and weapons.

4.1.10. materials of a pornographic or erotic nature describing or depicting the sexual exploitation of children (child pornography), sexual acts of human beings involving animals, necrophilia or violence of pornographic nature;

4.1.11. articles or substances, importation or circulation of which is prohibited in the countries of dispatch or destination;

4.2. Itella does not assume any liability for Shipments of prohibited content.

4.3. Itella has the right to suspend any further delivery of Shipments of prohibited content and destroy the Shipments that pose a risk to the health, property or environment of the employees of Itella or that of third parties and to other Shipments.

4.4. The Sender must compensate for any damage and costs incurred in connection with Shipments that contain prohibited substances or do not comply with packaging requirements.

PROVISION OF SERVICES

5.1. The (special) terms and conditions of the Services are given on the Itella website www.itella.lt and in the self-service environment or in the price quote of the Contract between the Parties. The Client selects the relevant service for sending their Shipment, the terms and conditions of which are set forth in the terms and conditions of the respective service:

5.1.1. Smartpost parcel terminal and parcel pickup point parcel service in Latvia, Lithuania and Estonia

5.1.2. Courier service in the Latvia, Lithuania and Estonia

5.1.3. Express Business Day - international courier services

5.1.4. Parcel Connect Baltics - international pickup point service

5.2. The Client files the order for the provision of the Service in the self-service environment or by sending it to Itella customer service by e-mail or in another format set forth in the Contract. The Client provides all of the important data (incl. the weight and dimensions of the Shipment, the details of the Sender and the Recipient, the place of origin and destination) for the Order and includes all of the instructions required for the provision of the Service. Itella has the right to request additional data and instructions.

5.3. Itella has the right to change the selected Service and/or Additional Service within the scope of the Services of Itella if the Service ordered by the Client does not comply with the terms and conditions of the respective Service and Shipment. In the event of a non-compliant Shipment, Itella has the right to select another Service that complies with the terms and conditions and with the requirements and settle according to this Service, and the fee for changing the Service will be added thereto pursuant to the Price List of Additional Services.

5.4. The estimated delivery time of the Shipment related to the Service depends primarily on the time the Order is filed and the terms and conditions of the Service. Estimated delivery times are generally given on the Itella Website and in the self-service environment or the price quote of the Contract between the Parties.

5.5. Third parties are used for the provision of the Service and Itella is liable for their activities.

5.6. Itella cannot be held liable for the existence of the Client, the Sender, the Recipient or their rights of representation or for proving this unless a service is provided whose special terms and conditions include personal identification or verification of the right of representation.

PAYMENT FOR SERVICES

6.1. The Client must pay Itella a fee for the provision of the Services pursuant to the effective Price List.

6.2. Itella has the right to unilaterally amend the Price List once a year by informing the client thereof at least 30 (thirty) calendar days in advance.

6.3. The Client must pay the invoice for the Services provided in a calendar month on the basis of an invoice by the 14th (fourteenth) day of the subsequent month.

6.4. Itella has the right to restrict the provision of the Service if the Client is late with the payment of an invoice for more than 14 (fourteen) calendar days.

6.5. Itella has the right to assign the claim to the Debt Collector for collection if the Client has exceeded the payment deadline by 21 (twenty-one) days. The Client pays all of the service fees of the Debt Collector according to the Debt Collector's price list in addition to the amount of the unpaid invoice.

6.6. If the payment deadline is exceeded, Itella has the right to suspend the provision of the services pursuant to article 6.217 of the Civil Code, and to start exercising the right of pledge on the Shipment with the delivery documents to secure the claims arising from the provision of the service.

PERSONAL DATA PROCESSING

7.1. When processing personal data, Itella complies with the applicable data protection laws, international data protection legislation and the provisions, orders, instructions and recommendations set out by the competent data protection authorities. The Privacy Policy, which is an inseparable part of the General Terms & Conditions, can be found [here](#).

7.2. Itella processes the following personal data:

7.2.1. the contact details of the Client, the Sender and the Recipient (name, address, location, telephone number, e-mail address)

7.2.2. the payment details of the Client

7.2.3. in the case of the additional service of identification of the Sender with an ID card or verification of age, the details of the Recipient's identity document and their ID code

7.2.4. in the event of participation in campaigns, the contact details of the participant and other submitted information

7.3. Personal data are processed in the manner specified in the Privacy Policy and to the extent necessary for the provision of services, i.e. for the receipt, sorting, transport and delivery of and customs procedures related to Shipments. In other cases, i.e. for marketing campaigns and raffles, Itella processes personal data with the Client's consent.

7.4. Personal data may be transmitted within the scope of the provision of the Service without the additional respective permission of the Client to:

7.4.1. the subcontractors of Itella used for the provision of the Service;

7.4.2. the persons and authorities to whom the data must be transmitted for the provision of the selected service or on the basis of law or for the protection of public interests.

7.5. Itella retains the personal data for as long as necessary for the achievement of the objective or until the deadline set forth in law.

7.6. Itella takes the appropriate organisational and technical protective measures to guarantee the required level of security upon personal data processing.

7.7. The Client has the following rights in relation to the processing of their personal data:

7.7.1. to receive information from Itella about their personal data and their use pursuant to the procedure and to the extent set forth by law

7.7.2. in the cases set forth by law, to demand from Itella the termination of the use of their personal data as well as the correction, closure and deletion of their personal data

7.7.3. to agree to or prohibit the use of their personal data for direct marketing or marketing purposes by informing Itella of this

7.7.4. to contact the Data Protection Inspectorate or go to court in the event of a violation of their rights

LIABILITY

8.1. Itella is liable for the loss of, decrease in and damage to a Shipment from the moment the Shipment is received for transport until the moment of delivery as well as for any delay in delivery of the Shipment.

8.2. Itella cannot be held liable for damage caused by the loss of, decrease in, damage to and delay in the delivery of the Shipment as well as for other damage, including damage caused to third parties, if this was caused by:

8.2.1. a mistake or a breach of the terms and conditions of the Contract by the Client;

8.2.2. damage arising from the properties of the goods in the Shipment, e.g. breakage, leakage, spoilage, corrosion, fermentation;

8.2.3. the absence of or defective packaging;

8.2.4. the incorrect or incomplete address or labelling of the Shipment;

8.2.5. a breach of an obligation or damage caused due to force majeure.

8.3. The compensation payable for the loss of or decrease in the goods in the Shipment is calculated on the basis of the acquisition cost indicated in the invoice.

8.3.1. If the damage is caused to goods, the compensation for damages covers, in particular, the reasonable costs of repairing the goods and the potential decrease in the value of the goods.

8.3.2. The Client must prove that the damaged goods have no residual value.

8.3.3. The fee for transport of the lost Shipment, customs duties and other costs related to transport are also subject to compensation pursuant to the CMR Convention.

8.4. The Client has the right to demand compensation for the loss of a Shipment if the goods have not been delivered:

8.4.1. within 30 (thirty) days of the expiry of the agreed deadline for transport;

8.4.2. after 60 (sixty) days if there is no agreed deadline for transport.

8.5. Itella maximum liability

Service	Parcel damage, partial loss, loss
Itella parcel in Lithuania	Till 500 eur per parcel
Itella Baltics parcel (Latvia, Estonia, Finland)	Till 500 eur per parcel
Other European Union countries parcel	8,33 SDR*

*SDR ('Special Drawing Rights') is the accounting unit used by the International Monetary Fund (IMF) and its amount depends on the published exchange rate¹.

8.6. If it is proven that the delay in the delivery of the goods has caused damage to the Client, Itella is obliged to compensate for the damage in the amount that does not exceed the cost of delivery.

8.7. Itella does not compensate for any indirect damage or loss of profit.

8.8. The Client is obliged to compensate Itella for the damage caused by:

8.8.1. defective packing, labelling or declaration of the Shipment; and

8.8.2. Itella is obliged to pay customs duties or other official charges or provide securities.

SUBMISSION OF COMPLAINTS AND CLAIMS

9.1. The Client must submit to Itella any complaints and claims for damages concerning damage to, decrease in, loss of or delay in the delivery of a Shipment in writing along with the documents substantiating the claim.

9.2. The claim must be submitted within 6 (six) months from the date of dispatch of the item.

9.3. If damage to or partial loss of a Shipment is evident upon external inspection when the Shipment is handed over or received, Itella must be informed thereof immediately.

9.4. If the damage could not be ascertained upon the usual receipt of the Shipment by the Recipient, the Client may submit to Itella a complaint or a claim for compensation of damages no later than within 7 (seven) calendar days of the day when the Shipment was handed over or delivered to the Recipient.

9.5. If shipment is lost, Itella must be informed no later than 30 days after planned delivery date.

9.6. The date of registration of the claim is the day when the claimant receives a confirmation of registration of the claim from Itella Customer Service Department. The day of registration of the claim is not included in the time of consideration of the claim.

9.7. Deadline of first validation of the claims is 14 days.

9.8. Itella has the right to demand, for the purposes of an expert assessment, the submission of the damaged Shipment.

9.9. Itella and the Client will seek to resolve any disputes between them by way of negotiations between the parties. If no agreement is reached, the disputes are resolved in the courts of the City of Vilnius.

¹E.g. calculation of the amount of compensation for damage payable in the event of damage to goods weighing 1 kg - $\text{kg} \times 8.33 \times \text{SDR}$: $1 \times 8.33 \times 1.18405 = 9.51$ euros. (18.09.2020). The SDR rates can be found on the [website](#).