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OMNIVA
STANDARD TERMS AND CONDITIONS
OF PARCEL SERVICES
FOR PRIVATE CUSTOMERS

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1 GENERAL PROVISIONS

- 1.1 These Standard Terms and Conditions of Parcel Services for Private Customers (hereinafter referred to as the Terms and Conditions) of Omniva Group (hereinafter referred to as Omniva) consist of the terms and conditions for the delivery of shipments, which set out the procedure and terms and conditions for the provision of parcel services by Omniva. The Terms and Conditions regulate the mutual rights and obligations of Omniva and the user of the parcel services in the use of the parcel services. The Terms and Conditions do not regulate the conditions of the universal postal service (UPS).
- 1.2 In addition to the Standard Terms and Conditions, the relationships between the parties are regulated by service contracts of Omniva, the Principles for Processing Customer Data of Omniva, the E-service Terms and Conditions of Omniva, The Code of Conduct and the price lists of services. Legal regulation applies according to the relevant country of location of the provision of the service.
- 1.3 Omniva is the data controller of personal data when providing parcel delivery services. Omniva processes personal data in accordance with the Postal Act, the General Data Protection Regulation and other legislation in force in the Republic of Estonia, Latvia and Lithuania regulating data processing. Data is stored in the country where the data controller is located, in some cases also outside Estonia, Latvia or Lithuania, but in the European Union.
- Omniva processes the data provided to Omniva by the sender and the Recipient of the shipment and the data resulting from the handling of the shipment for the purpose of providing the service ([Article 6\(1\)\(b\) GDPR](#)). The composition of the personal data required for the provision of the service depends on the chosen shipping and delivery method and the additional services ordered. Processed data: name, contact details, address of the sender and of the Recipient (including the legal person's representative), the Recipient's personal identification code in the case of "delivery to a specific person", the Recipient's identity document number, signature, letter of authorisation or a document certifying legal representation, age in the case of delivery to an adult services, in the case of a "cash on delivery" shipment, the amount of cash on delivery and the card payment details, in the case of delivery by courier, a recording of the courier's telephone call, the claimant's current account number, recordings from cameras at parcel machines and cameras at Omniva's service points, customer enquiries, including recordings of telephone calls with the customer. For each shipment, dimensions, weight, photos (photos from the sorting line and the courier, upon opening the shipment or from the claimant), logistics details of the shipment (including shipment code, notification of arrival of the shipment, name of the parcel machine, date of transfer and delivery), value (for insured shipments or in the case of a claim for compensation), description of the contents of the shipment (damage to the shipment, suspicion of prohibited articles; claim for compensation; impossibility of delivery). In isolated cases, it may be necessary to process other data in order to provide the service, e.g. if the name of the Recipient has changed, but in this case we will ask the data subject for this information.
 - Omniva also processes personal data obtained in the course of providing the service for the performance of its legal obligations ([Article 6\(1\)\(c\) of the GDPR](#)), such as for the detection of prohibited items in a shipment under the Postal Act, to comply with accounting requirements and obligations under the Money Laundering and Terrorism Prevention Act.
 - Omniva retains the data collected in the course of providing the service for the purpose of defending and settling claims (compensation claims, enforcement of payment) and for the purpose of assessing and improving the quality of the service on the basis of legitimate interest ([Art. 6\(1\)\(f\) GDPR](#)). We carry out customer feedback surveys on the basis of legitimate interest and also process data for aggregated quality, financial and risk analysis and statistics. Participation in consumer games or promotions is subject to the individual's consent.
 - Omniva transfers data to: data processors (transport and courier service providers, feedback survey providers), exchange data inside the group for the purpose of providing local parcel services, other postal institutions, in cases provided for by law (e.g. FIU, police, Emergency Response Centre, court, insurer, bank).
 - Other information on data processing required under Articles 12-14 of the General Data Protection Regulation, as well as the data processing conditions for cameras and customer enquiries, are set out in the [Omniva Principles of Processing Customer Data](#), which is available on country specific websites (see Clause 1.5) and forms an integral part of the Standard Terms and Conditions. Data processing related to the use of the e-service is governed by the Terms and Conditions of the E-service. The terms and conditions of a consumer game and a promotional campaign will be set out in the specific campaign.
- 1.4 If amendments are made to legislation and any provision of the Standard Terms and Conditions becomes invalid in part or in full, the remaining Standard Terms and Conditions continue to apply.
- 1.5 The Standard Terms and Conditions are available on websites [omniva.ee](#), [omniva.lv](#) and [omniva.lt](#).

2 DEFINITIONS

Additional service - a service that complements or adds value to a main service. Omniva has the right to charge a surcharge for the use of extra services.

Address card – the document affixed to the shipment which includes the data that are required for forwarding the shipment and that characterise the shipment. Standard Omniva address card dimensions is length 106 mm x width 76 mm.

Barcode – a unique marking of a shipment consisting of different width bars, complemented by a shipment code.

Business customer – a legal entity who has entered into a General Terms & Conditions contract with Omniva and uses the business customer's e-service environment.

Business days – pursuant to the Standard Terms, all days of the week except for Saturday, Sunday and public holidays.

Code of Conduct - a set of rules outlining the norms, rules, and responsibilities or proper practices of an organization.

Customer Return - a shipment that is returned to the Sender by the Recipient.

Courier package – a shipment delivered by a courier with the package net weight is up to 30 kg (in Lithuania up to 25 kg), longest side does not exceed 2.5 m (in Latvia max 1,5m) and in the case of which the sum of the longest side and circumference (measured perpendicularly to the longest side) does not exceed 3 cm.

Courier pick up - is a trip made to pick up a courier shipment, for which Omniva is entitled to charge even if no shipment is handed over to the courier.

Delivery - Delivery of a shipment to the Recipient in accordance with the Sender's wishes and the terms and conditions of the service chosen for the delivery.

Delivery method - the method of delivery of the shipment to the Recipient (courier delivery, parcel machine, and service points).

Door code - the six-digit code contained in the shipment arrival notification that opens the door of the locker containing the shipment at the parcel machine.

E-service – Omniva's self-service electronic environment for preparing shipments, preparing address cards, paying for services, placing courier orders.

General Terms & Conditions – the general terms and conditions of contracts for services of Omniva, which are entered into with the sender who is a legal person and which establish the basic principles for relations between Omniva and the sender, and the general conditions for performance of contracts between the parties. The General Terms & Conditions apply to all Omniva, contracts entered into between Omniva and the sender.

L Size - the size used to calculate the shipping cost, the maximum dimensions of which are 39 cm (height) x 38 cm (width) x 64 cm (length) and the real weight of which does not exceed 30 kg (in Lithuania up to 25 kg).

Loading point – the address indicated on the address label where the shipment is loaded or unloaded. The loading point is a surface with a hard cover and smooth surface that is not inclined and has no steps, which is located level with the road or at the same height as the rear hatch of a vehicle.

M Size - the size used to calculate the shipping cost, the maximum dimensions of which are 19 cm (height) x 38 cm (width) x 64 cm (length) and the real weight of which does not exceed 30 kg (in Lithuania up to 25 kg).

Multi-parcel shipment is a set of duly addressed and packaged packages, the routing and delivery of which are traceable, sent simultaneously from one Sender to one Recipient.

Omniva service point - a post office or service point where the receipt and delivery of shipments is ensured (including service points operated by Omniva's partners).

On-site logistics – an additional service that delivers a large shipment indoors (available only in Estonia).

Pallet – the special item meant for the transportation or processing of goods which can be loaded on a forklift from all four sides if necessary.

Parcel machine - a device with a fixed location that allows receiving shipments from the sender and storing the shipments to be delivered to the Recipient.

Personal data – any information relating to an individual or a private person which makes it possible to identify that individual or private person, either directly or indirectly.

Pre-registered shipment – a shipment that has been pre-registered in the e-service, labelled with an address card printed out from the e-service and about which preliminary information has been sent electronically to Omniva.

Principles of Processing Customer Data - a document that governs the basic principles and conditions of processing customer data in Omniva.

Private customer is a person (including a legal entity) who has not entered into an agreement with Omniva but uses the Service.

Real weight - the weight in kilograms of a shipment when it is weighed.

Recipient– the person to whom the shipment must be delivered in accordance with the intent of the sender.

Return code - a six-digit code consisting of numbers and/or letters, included in the notification of arrival of the Shipment, which allows the Shipment to be returned to the Sender using a parcel machine.

S Size - the size used to calculate the shipping cost, with minimum dimensions of 1 cm (height) x 9 cm (width) x 14 cm (length) and maximum dimensions of 9 cm (height) x 38 cm (width) x 64 cm (length) and the real weight of which does not exceed 30 kg (in Lithuania up to 25 kg).

Sender – the person who is responsible for the contents of the shipment and according to whose intent and on whose behalf the shipment has been transferred to Omniva for forwarding.

Shipment - A properly addressed and packaged item or items from the Sender to the Recipient, the route and delivery of which is traceable.

Shipment code - the barcode number used to identify the shipment in the Omniva information system. Each shipment has its own unique code consisting of letters and numbers. The shipment code is valid for six months.

Sorting Centre – The Omniva's structural unit where domestic and international shipments are sorted and distributed by postal institutions. Sorting Centres are located in Estonia, Latvia and Lithuania. Locations are available on websites omniva.ee, omniva.lv and omniva.lt.

Storage time – the time in calendar days that a shipment is stored at a service point or parcel machine.

Volumetric weight - the weight obtained by multiplying the length, height, width of a shipment by the unit of volumetric weight $1 \text{ m}^3 = 250 \text{ kg}$. Volumetric weight is generally taken into account for large shipments if the real weight of the shipment exceeds 30 kg (in Lithuania up to 25 kg) or the longest side exceeds 2,5 m (in Latvia and Lithuania max 1,5 m) or the sum of the circumference of the bottom and the height exceeds 3 m.

XL Size - the size used to calculate the shipping cost, with a maximum length of 1,5 m on the longest side and a maximum length of 3 m of the longest side plus the circumference of the parcel (measured perpendicular to the longest side). Real weight up to 30 kg (in Lithuania up to 25 kg).

XXL Size - the size used to calculate the shipping cost, with a maximum length of 2,5 m on the longest side and a maximum length of 4 m of the longest side plus the circumference of the parcel (measured perpendicular to the longest side). Real weight up to 100 kg. Size is used only for private customer courier service in Estonia.

3 REQUIREMENTS FOR SHIPMENTS

3.1 Shipment parameters

3.1.1 Shipments delivered to Omniva must meet the following conditions. For safe and convenient storage and retrieval of the package, we recommend to take into account up to 10 mm smaller dimensions than the maximum dimensions stated for the parcel machine shipments.

3.1.2 Minimum dimensions and weight: length 14 cm, width 9 cm, height/thickness 1 cm, real weight at least 50 g. In the case of shipments of less than the specified dimensions, Omniva is not liable for direct damage that may occur in the event of loss or damage to the shipment due to Omniva's fault, unless the damage was caused intentionally or with gross negligence.

3.1.3 Maximum dimensions and weight*:

- S Size – 9 cm (height) × 38 cm (width) × 64 cm (length), real weight up to 30 kg (in Lithuania up to 25 kg).
- M Size – 19 cm (height) × 38 cm (width) × 64 cm (length), real weight up to 30 kg (in Lithuania up to 25 kg).
- L Size – 39 cm (height) × 38 cm (width) × 64 cm (length), real weight up to 30 kg (in Lithuania up to 25 kg).
- XL Size** – longest side up to 1,5 m. The sum of the longest side and the circumference (measured crossways to the longest side) of the parcel may not exceed 3 m. Real weight up to 30 kg (in Lithuania up to 25 kg).
- XXL Size*** - longest side up to 2,5 m. The sum of the longest side and the circumference (measured crossways to the longest side) of the parcel may not exceed 4 m. Real weight up to 100 kg.

* Applicable to: Parcel Service for private and business customers and Courier Service for private customers.

** XL size parcels can only be sent if the shipment is handed over to an Omniva service points (in Estonia) or courier and delivered at an Omniva service points (in Estonia) or by a courier. It is not possible to send and deliver XL-size parcels via parcel machines.

***XXL size parcels is for private customers and can only sent by courier to courier in Estonia. Not possible to send XXL parcels to post office or receive parcels from post office. Parcel machine not allowed.

3.1.4 If a parcel delivered at a parcel machine does not comply with the maximum dimensions and/or weight of an L-size parcel and a parcel dispensed from an Omniva service point does not comply with the maximum dimensions and/or weight of an XL-size parcel, the shipment is considered oversized and/or overweight.

3.1.5 In the case of oversized and/or overweight shipments, the Sender/Recipient will be contacted, the shipment will be re-registered to be delivered at Omniva's locations (post office, postal points or sorting centre) or by a courier (according to the dimensions and weight allowed for the given mode of delivery) or to be returned, according to the possibilities and the request of the Sender/Recipient.

3.2 Addressing

3.2.1 The Sender can pre-register the shipment in Omniva's e-service. As a result of the pre-registration, a unique shipment code is generated for the shipment. One can print out the address card with the unique barcode and other necessary information from the e-service. It is also possible to register shipments at Omniva parcel machines and Omniva service points, where the address card is filled in on the spot and attached to the parcel.

3.2.2 The address details of the Recipient and the Sender (excl. when sending to a parcel machine) must be provided to create address card as follows:

- name (first name and surname of a private person or name of a legal entity);
- street, building and apartment number or name of the farm outside cities and towns;
- name of the village and rural municipality;
- postcode (written on the last row in front of the name of the city or county),
- city or county;
- phone number of the Recipient and the Sender, e-mail if available.
- country (only in the case of international shipments; the name of the country must be written in capital letters in English);
- in the case of a courier shipment, the Recipient's mobile number.

3.2.3 The Sender shall ensure that it has the right to provide Omniva with the personal data of both the Recipient and other related persons (e.g. the Business Customer's representative) necessary for the provision of the Service upon delivery of the shipment. To ensure the quality of the service, the Sender is obliged to include the mobile phone number of the Recipient in the Recipient's data. The Sender shall

also ensure that the personal data referred to above are accurate and relevant. The Sender is not allowed to transmit to Omniva any personal data of the Recipient or third parties that are not necessary for the provision of the Service in accordance with these Terms and Conditions.

- 3.2.4 For delivery to Omniva's locations (parcel machines and postal points), the mobile phone number of the Recipient and the destination of parcel machine or post office (in Estonia); the Sender's details such as the Sender's e-mail address and mobile phone number must be indicated on the shipment.

3.3 Packaging and labelling

- 3.3.1 The shipment must be packaged and labelled in accordance with the Packaging and Labelling Guide available at websites omniva.ee, omniva.lv and omniva.lt.
- 3.3.2 The Sender of the shipment is responsible for choosing the appropriate packaging. Omniva has the right, but not the obligation, to refuse to accept a shipment if it is not packaged according to requirements. Omniva shall not be liable for any damage (including insured shipments) resulting from non-compliance with packaging and labelling requirements.
- 3.3.3 A correctly chosen package (suitable for transport) protects the contents of the shipment from repeated handling, mechanised sorting and any impacts, damage and soiling that may occur during transport and guarantees that the shipment reaches the Recipient safely.

3.4 Prohibited content

- 3.4.1 Before posting a shipment, the Sender is obliged to make sure that the sending of the content of the shipment is permitted.
- 3.4.2 Omniva has the right to refuse to accept and forward a shipment if its contents are prohibited or there are suspicions that the contents may be prohibited. Upon acceptance of a shipment, the Omniva employee has the right to demand that the Sender open the shipment to make sure that it does not contain substances or articles the sending of which by post is prohibited, including substances or articles that may be sent under special conditions and/or are hazardous. The shipment will not be accepted for forwarding if the Sender refuses to open it. The cost of returning a shipment with prohibited content is borne by the Sender.
- 3.4.3 Requirements and restrictions may differ depending on the country of destination. Information on prohibited content and special condition shipments is available at websites omniva.ee, omniva.lv and omniva.lt.

4 PAYMENT FOR THE SERVICE AND NOTIFICATION OF CHANGES TO THE FEE

- 4.1 The service is charged according to the price lists established by Omniva (available at websites omniva.ee, omniva.lv and omniva.lt).
- 4.2 Omniva has the right to unilaterally modify the price list with a notice period of 30 (thirty) calendar days. Omniva will announce the amendments on its websites omniva.ee, omniva.lv and omniva.lt.
- 4.3 If the Sender has estimated the dimensions or weight of the shipment to be less than the actual size or weight (including a shipment that is compressed to fit in a parcel machine's locker) and Omniva detects a non-conformity with the parameters when receiving or sorting the shipment, Omniva has the right to stop the movement of the shipment and to request an additional fee from the Sender, to relabel the shipment with the correct service if the additional fee is received, or to opt out from forwarding the shipment and return it at the Sender's expense.
- 4.4 Omniva has the right to add and remove fuel surcharges to the fixed price lists for the services, if required or permitted by changes in fuel prices. Omniva has the right to change the fuel surcharge rate once (1) a month without the obligation to give prior notice as set out in clause 4.2.
- 4.5 Private customers pay for services when they register the parcel at an e-service, parcel machine or Omniva service points. Prices can differ according to registration channel.
- 4.6 The fees required for the delivery of the shipment can be paid by card (including mobile contactless payment) or in cash (only in Estonia service points), depending on the technical possibilities in the area where the service is provided.

5 SERVICE PROVISION

- 5.1 To forward a shipment, one must choose the appropriate delivery method, i.e. the delivery channel - either the Recipient receives the shipment at an Omniva's service points or it is delivered to the Recipient by courier.
- 5.2 Information on delivery times for shipments is available on the websites omniva.ee, omniva.lv and omniva.lt.
- 5.3 The shipment may be delivered to a person authorised by the Recipient. A letter of authorisation is required for shipments delivered at an Omniva post office in Estonia. The requirements for filling in a letter of authorisation

are available on Omniva website omniva.ee. A shipment with the additional service of “Delivery to specific person” and “Delivery to an adult” may not be delivered with a letter of authorisation.

- 5.4 If the Recipient (or the person accepting the shipment on their behalf) refuses to provide the data required upon delivery, then the shipment will not be delivered, and it will be returned to the Sender.
- 5.5 The Recipient (or the person accepting the shipment on their behalf) does not have the right to open the shipment before confirming receipt of the shipment, unless Omniva has prepared a note about the shipment being damaged.
- 5.6 The Recipient has the right to refuse to accept a shipment addressed to them without opening it. The shipment will in this case be returned to the Sender.
- 5.7 If the courier cannot deliver the package to the Recipient or if the Recipient refuses to accept the package, as specified in p. 5.5 and p. 5.6., Omniva is entitled to collect from the Sender a fee for returning the undelivered product equivalent to the return fee specified in the price list.

6 TYPES OF SERVICES

6.1 Parcel services are services where the Sender transfers the shipment either at a parcel machine, Omniva service point (including post office in Estonia), to a courier or, based on a special agreement, at a sorting centre, and the Recipient receives the shipment at a parcel machine, by courier or at an Omniva service point in Estonia, Latvia or Lithuania. Shipments are delivered domestically on the next business day, from Monday to Friday (excluding public holidays) and between Estonia, Latvia and Lithuania on the second business day. Delivery times are mentioned in Omniva websites omniva.ee, omniva.lv and omniva.lt

6.1.1 Omniva locations. Shipments delivered to the parcel machine and Omniva’s service points (in Estonia) are subject to the prices and terms and conditions of the service.

- The shipment will be made available to the Recipient in accordance with the delivery times indicated on the websites omniva.ee, omniva.lv and omniva.lt. Parcel machines will be emptied according to the times set out on Omniva’s website.
- Shipments are forwarded according to the delivery method ordered (see p 8) .
- Shipments can be up to 30 kg (in Lithuania max 25 kg) and according to sizes (S, M, L, XL only in post office)

6.1.2 Courier parcel services involve the delivery of parcels or pallets by a courier directly to the recipient's location – recipient's defined address. These services include the option for the courier to pick up shipments directly from the sender's address. These courier deliveries are available across the Baltic region (Lithuania, Latvia and Estonia).

- The Recipient can be both a legal person or a private person.
- The service is available for shipments up to 30 kg in real weight (S, M, L, XL). In Lithuania max 25 kg.
- Private customer can send XXL size parcels with real weight up to 100 kg only by courier in Estonia.
- The service is provided in Estonia, Latvia and Lithuania. Shipments addressed to small islands are delivered according to the frequency of the transport link.
- On the day following the day of receipt of the shipment (excluding Sundays and public holidays), the Recipient will be called in advance or informed by SMS and a suitable time for delivery of the shipment will be agreed with the Recipient.

7 ADDITIONAL SERVICES

7.1 Additional services can be selected according to the chosen country of destination, the service and the delivery method. The additional services that may be offered can be found in the private and business customer price lists on the websites omniva.ee, omniva.lv and omniva.lt.

7.2 Fragile is an additional service that ensures that fragile shipments are handled with care during transport and handling, provided that the shipment is properly packaged and labelled. Fragile shipment mark is strictly recommended to be added on the shipment. It is not possible to arrange the service at a parcel machine.

7.3 Delivery confirmation SMS/e-mail to Sender is an additional service involving notifying the Sender that the shipment has been issued to the Receiver. More specific information is available on the website at omniva.ee under the notification service terms and conditions.

7.4 Insurance is an additional service offered to a customer, in which compensation is paid to the Sender in the event of damage to or loss of the shipment to the extent of the damage, but not more than the value of the contents of the shipment specified by the Sender. Service is not available at the parcel machine.

The insured shipment shall be handed over to Omniva in a closed package or, at Omniva's request, opened, for inspection of the contents. When ordering the additional service of insurance, no compensation shall be payable for loss of or damage to the shipment, if Omniva's liability is excluded under the Terms and Conditions, including in the case referred to in Clause 3.3.2 (failure to comply with the requirements for packaging and labelling of the shipment), in the cases referred to in Clause 14.9 and in the case referred to in Clause 14.17 (force majeure).

7.5 Cash (Card) on delivery (COD) is an additional service for customers where the Sender authorises Omniva to collect a fixed amount of money from the Recipient upon delivery of the shipment and to transfer it by bank transfer to the account indicated by the Sender.

7.6 Delivery to an adult is an additional service whereby the age of the Recipient is verified and the shipment is delivered only to an adult according to the valid rules of the government.

This additional service is only issued to an adult within the time period prescribed by law. Age of the Recipient is checked before the shipment is issued:

- At the post office (in Estonia) and with the courier identification by ID document.
- At the parcel machine by SmartID (in Estonia, Latvia and Lithuania) or ID card (in Estonia).

8 TRANSFERRING THE SHIPMENT TO OMNIVA

8.1 One can transfer shipments to Omniva via a parcel machine, at Omniva postal points, sorting centre or order a courier to pick them up. Omniva has the right to define the maximum quantity of shipments transferred at the same time.

8.2 Transfer via parcel machine

- 8.2.1 The maximum parameters of a parcel transferred via a parcel machine are: weight up to 30 kg (in Lithuania max 25 kg), dimensions 64 cm x 38 cm x 39 cm (length x width x height).
- 8.2.2 It is prohibited to place a shipment in a parcel machine if the parcel must be compressed into the locker to make it fit. If the parcel has the maximum permitted measurements (both height and width) for its size (S, M), it is recommended to use a larger locker to allow the courier or Recipient to retrieve the parcel more easily. The actual size of the compressed parcels will be determined by measuring the parcels on the line, the Sender/Recipient will pay for the service according to the size measured by the line. In the case of a compressed package, Omniva shall not be liable for direct damage that may occur in the event of loss or damage to the shipment due to Omniva's fault, unless the damage was caused intentionally or with gross negligence.
- 8.2.3 The shipment must not be forced into the locker or inserted diagonally and should meet the measurements stated in p. 3.1.3.
- 8.2.4 8.2.4 Shipments can be transferred via all Omniva parcel machines 24 hours a day (excl. the parcel machine in the Tallinn Viru Bus Terminal, where access to the machine is limited in terms of time). The locations of the parcel machines and the emptying times are available on the websites omniva.ee, omniva.lv and omniva.lt.
- 8.2.5 Omniva has the right to refuse to accept or forward shipments non-conforming to the requirements provided in terms and conditions.

8.3 Transfer at an Omniva postal office in Estonia

- 8.3.1 The maximum allowed parameters for a parcel to be transferred at an Omniva office are: weight up to 30 kg, longest side max 1,5 m and the sum of the longest side and the circumference (measured perpendicular to the longest side) must not exceed 3 m.
- 8.3.2 Shipments can be transferred at any Omniva post office during opening hours (locations and contact details are available at the website omniva.ee).

8.4 Handover to courier

- 8.4.1 Maximum permitted parameters for a shipment to be handed over to a courier:
- In Estonia real weight up to 100 kg, longest side max 2,5 m and the sum of the longest side and the circumference (measured perpendicular to the longest side) must not exceed 4 m.
 - In Latvia real weight up to 30 kg, longest side max 1,5 m and the sum of the longest side and the circumference (measured perpendicular to the longest side) must not exceed 3 m.

- In Lithuania real weight up to 25 kg, longest side max 1,5 m and the sum of the longest side and the circumference (measured perpendicular to the longest side) must not exceed 3 m.

- 8.4.2 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 Receiver shall not be included in the address.
- 8.4.3 To order a courier, one needs to place an order in Omniva's e-service. The courier will pick up the shipment during the interval of time defined in the courier request in the e-service.

9 DELIVERY OF THE SHIPMENT

9.1 From parcel machine

- 9.1.1 Delivery times and times for emptying the parcel machines are available on the websites omniva.ee, omniva.lv and omniva.lt.
- 9.1.2 The Recipient will be informed of the arrival and location of the shipment by SMS. The message contains the door code to open the locker of the machine. If the Sender provides the e-mail address of the Recipient an additional notification will also be sent by e-mail.
- 9.1.3 The message will also include the conditions for receiving the shipment: Smart-ID or Identification by ID card and/or cash on delivery, if ordered by the Sender. The message (SMS) shall specify the conditions for receipt of the shipment, the duration of storage and the amount to be paid if a COD payment is due for receipt of the shipment.
- 9.1.4 Repeat notification is sent to the Recipient if the shipment has not been delivered before the end of the storage period.
- 9.1.5 Omniva is entitled to place several shipments in one parcel machine locker if they are addressed to one Recipient. Two or more shipments addressed to the same Recipient shall be placed in the same parcel machine locker and for each shipment the Recipient shall receive a text message with an identical door code. On receipt of the shipments, upon entering the door code, detailed information with the shipment numbers and their quantities is displayed on the screen of the parcel machine. This service does not apply to Cash (Card) on delivery (COD) items, which will be placed in a separate parcel machine locker. After each subsequent shipment is placed in the parcel machine locker, the storage time of the shipment is renewed. It is the Recipients' responsibility to ensure that all shipments have been removed from the parcel locker.

9.2 At an Omniva postal office in Estonia

- 9.2.1 If a specific Omniva postal office name is included in the shipment details, the shipment will be issued at that postal office. If the Recipient's address is included in the shipment details, the shipment will be dispensed at the Omniva branch corresponding to that address.
- 9.2.2 Omniva will forward the parcels handed over by the Sender to the postal office indicated on the address card or to the postal office corresponding to the address within the business day following the day of transfer. If the shipment is transferred after the latest transfer time set by the postal office or after the time for emptying the parcel machine, the transfer is considered to take place on the next business day.
- 9.2.3 The Recipient will be informed by SMS or e-mail of the arrival of the shipment, its location and the conditions of receipt: Identification by ID card and/or cash on delivery.
- 9.2.4 A shipment addressed to a legal entity is delivered to its legal representative or a person authorised by them.
- 9.2.5 A shipment addressed to a private person is delivered to the Recipient personally or a person authorised by them.
- 9.2.6 If the Recipient is under the age of 15, the shipment is delivered to him or her personally or to a legal representative (e.g. father or mother) on the basis of a document proving the relationship (e.g. birth certificate) or a document proving the right of representation.
- 9.2.7 In the case of shipment delivered at an postal office, the Recipient must present an identity document (if the Recipient is in the process of changing his/her name, in the case of a change of name, additional proof of the change of name).
- 9.2.8 To acknowledge receipt of the shipment, the Recipient (or authorised person) signs his or her first name, surname and signature on the delivery document or electronic device.

9.3 By courier

- 9.3.1 The shipment will be delivered to the address indicated on the address card. Omniva notifies the Recipient of the arrival of the shipment in advance by call or text message.
- 9.3.2 One has the following options for delivery:

9.3.2.1 Against the Recipient's signature. The person who receives the shipment confirms the delivery and enters the following information on the electronic device or on the delivery document:

- first name and surname;
- signature;
- the date and time of delivery (in case of the delivery document only).

9.3.2.2 Delivery to the Recipient at the place indicated on the address card without confirmation with the signature of the Recipient

9.3.2.3 Upon an agreement with the Recipient, simplified delivery.

With the Recipient's consent, the Courier is allowed to deliver the shipment to a place agreed by the Recipient in simplified way, for which the Courier takes a photograph of the shipment at the place of delivery instead of taking a signature and confirms the delivery of the shipment in an electronic device. The picture taken proves that the shipment has been delivered to the Recipient.

Please note! This delivery is not allowed if the shipment includes an additional service "Document return", "Delivery to a specific person", "Delivery to an adult" or with the payment methods "Cash on delivery (COD)" and "Recipient pays the fee".

9.3.2.4 Forwarding to a parcel machine or Omniva postal office (in Estonia). If during the prior phone call it becomes clear that the Recipient is unable to accept the shipment, or if it is impossible to deliver the parcel at a time previously agreed with the Recipient for reasons beyond Omniva's control), the courier parcel will be forwarded to a parcel machine or an postal office (in Estonia) for delivery. The Recipient will be notified of the arrival of the shipment, indicating the time and place of delivery.

9.3.3 A shipment addressed to a private person is deemed to have been delivered if it has been handed over to the Recipient, to a person present in his or her dwelling against a signature or handed over in a simplified manner, i.e. left at the place of delivery by a courier with the consent of the Recipient, and an image of it has been taken as a proof, using an electronic device.

- Recipient who are private person shall be notified before the arrival of shipment.
- Omniva will make at least two delivery attempts.
- In the case of failure to contact the Recipient, the courier parcel shall be redirected to parcel machine or postal office (only in Estonia).

9.3.4 Courier deliveries to places of deprivation of liberty and to inpatient treatment facilities are made by Omniva only to the specified address and only if the Sender has complied with the requirements of the relevant institution. If employees of the relevant institution inform the courier of Omniva that the shipment does not meet the requirements of the institution (inappropriate content or insufficient information, etc.), Omniva has the right to return the shipment to the Sender.

9.3.5 The courier parcel (up to 30 kg and up to 25 kg in Lithuania) will be delivered to the door of the Recipient's residence or registered postal office at no additional charge, the service is included in the price of the main service:

- in an apartment building, to the door of the apartment;
- to the front door of a private house
- if the house is enclosed by a fence and the courier is not allowed access from the gate to the door of the house, then to the gate;
- to an postal office/representation located in an institution/business centre.

10 STORAGE

10.1 The storage period of the shipment at the parcel machine is 7 (seven) calendar days and Omniva's post office in Estonia is 15 (fifteen) calendar days. The shipment will be returned to the Sender if the shipment has not been delivered at the end of the storage period. In the event of a return, the original Sender undertakes to pay the cost of return.

10.2 If the courier was unable to deliver the shipment to the Recipient during the attempt of delivery, the shipment will be forwarded, if possible, to a parcel machine or a service point, where it will be stored for 7 (seven) calendar days.

10.3 The shipment will not be stored, but will be immediately returned to the Sender if:

- the Recipient does not accept the shipment;
- it is not possible to deliver the shipment to the Recipient due to the absence of a mobile phone number or the inaccuracy or illegibility of the address or other such reason;
- the Recipient does not live or is not located at the address noted on the shipment and there is no information about the new place of residence or location of the Recipient.

10.4 The options and conditions for extending storage period are available on websites omniva.ee, omniva.lv and omniva.lt.

11 SHIPMENT REDIRECTION

11.1 The Sender or the Recipient (private customers) has the right to redirect the shipment within the country of destination.

11.2 If the Recipient is a private customer and the shipment is made without Cash on delivery (COD), the Recipient can redirect the shipment contacting the Customer Support Center or in possible cases via personal link sent by SMS, e-mail or push notification. The service is charged according to the established price list available on the websites omniva.ee, omniva.lv and omniva.lt

11.3 If the Recipient is a private customer and shipment is made with Cash on delivery (COD), the Recipient must inform the Sender of the need to redirect the shipment. The service is charged according to the established price list available on the websites omniva.ee, omniva.lv and omniva.lt

11.4 The maximum permitted dimensions of the requested delivery method must be considered upon redirection. Redirection is not possible if the weight or dimensions of the shipment exceed the maximum parameters permitted for the preferred delivery method. Omniva has the right to redirect a shipment, if preferred method does not allow delivery.

11.5 In cases where the Recipient's parcel machine has technical problems or an extremely high workload, which could make timely delivery of the shipment difficult, Omniva is entitled to redirect the shipment to the nearest parcel machine or service point.

12 RETURNING SHIPMENT

12.1 Customer return

- 12.1.1 For the return the SMS and/ or email notification of the shipment received from the parcel machine and Omniva's post office in Estonia will contain the return or QR code, which will enable the Sender to return the shipment to the parcel machine or Omniva's post office in Estonia within the time period specified by the business customer.
- 12.1.2 For the return of a shipment delivered by "Courier", a new shipment will be registered and the address card will be forwarded to the Recipient by the Sender who is a business customer.

12.2 Return after expiry of deposit period, upon refusal to accept shipment, etc.

- 12.2.1 A shipment is returned to the Sender after the expiry of the deposit period if the Recipient refuses to accept it or if the shipment cannot be delivered.
- 12.2.2 The shipment belongs to the Sender until its delivery. The Sender has the right to recall their shipment for as long as it has not been delivered to the Recipient.
- 12.2.3 In the event of return, Omniva has the right to charge a return fee – the return price list is available at the websites omniva.ee, omniva.lv and omniva.lt.
- 12.2.4 If a shipment, the shipping costs of which had to be paid by the Recipient upon delivery, is returned to the Sender, the Sender must pay both the shipping and return fees.
- 12.2.5 If the shipment is still in the country at the time of recall or discovery of prohibited content, the Sender must pay Omniva a domestic return fee for the return. The Sender has the right to demand a refund of the remaining part of the shipping costs.

12.3 Return Platform – An environment allowing customers to return shipments via Omniva returns platform (atgriesana.omniva.lv, grazinimai.omniva.lt, tagastus.omniva.ee).

- 12.3.1 Sender, in this case person returning the shipment, selects the shop from which the items were ordered and fills out the return form. Sender creates an account by clicking the "Log in" button to access and track their return history.
- 12.3.2 The Sender is required to pay for the parcel return based on the return rules set by the e-shop owner.
- 12.3.3 After registering the return, an address card and return number is sent to the Sender via email and text message.
- 12.3.4 The Sender must package the parcel in accordance with the packaging rules available at Omniva webpage, print and attach the address card to the shipment and insert the shipment into the parcel

machine. Alternatively, the address card can be printed at the parcel machine or if handed over to the courier, re-labelled at the Sorting Centre.

- 12.3.5 The standard responsibility and compensation rules as described in Section 14 apply to the parcel returns from the moment, they're inserted into the parcel machine locker or handed over to courier until the delivery to the business customer.
- 12.3.6 Refunds are processed by the Business Customer according to their return rules. Omniva does not carry responsibility for the refunds.

13 FILING AND RESOLVING COMPLAINTS AND APPLICATIONS

13.1 Filing a complaint and damage claim

- 13.1.1 The Sender or the Recipient may file a written complaint for compensation for improper delivery of the shipment, damage to it or any other loss within 5 (five) calendar days (in Latvia within 7 calendar days) from the date of the occurrence of the circumstance giving rise to the complaint, but no later than 30 (thirty) calendar days after the transfer of the shipment to Omniva. In Latvia and Lithuania within 6 months.
- 13.1.2 If the Sender is a private customer (in Latvia, Lithuania or Estonia), Recipient or Sender may submit a written claim for compensation for misdelivery, damage or non-delivery of the shipment. The claim must be submitted to Omniva.
- 13.1.3 If the Sender has a complaint regarding several different shipments addressed to different Recipients, a separate application must be made for each shipment.
- 13.1.4 The complaint or application must be submitted to Omniva in writing using the form on the website omniva.ee, omniva.lv and omniva.lt by e-mail or at a post office in Estonia.
- 13.1.5 The following information will be included in the application:
- the first name and surname of the applicant or the legal entity's business name, address, e-mail address, telephone number and, if the content of the application is compensation for damage, the current account number;
 - the details of the shipment giving rise to the application - the shipment code, the name and contact details of the Sender, the date and means of transfer (name of the parcel machine, name of the post office or address in the case of handover to a courier); the name, address and contact details of the Recipient;
 - value of the contents of the shipment and cash on delivery amount in the case of a COD shipment; description of the contents and packaging of the shipment; photos of the damaged shipment, packaging and contents if the shipment was damaged;
 - the way the applicant would like to receive the response (e-mail/phone).

13.2 Processing of applications

- 13.2.1 Omniva reviews the application or the complaint as soon as possible, but not later than within 10 (ten) business days of the date of submission of the application or complaint and will notify the submitter of the application or complaint of their decision in the manner requested by them. In Latvia the application or the complaint is reviewed within 7 (seven) business days.
- 13.2.2 If it is not possible to give an exhaustive answer within time specified on clause 13.2.1, the submitter of the application or complaint is notified thereof in writing and the final answer is given within 30 days. If the time needed to resolve the complaint is longer than 30 days, the complainant will be informed, and a response will be given as soon as possible.
- 13.2.3 If the application or complaint cannot be resolved, the applicant will be given a response stating the reasons why it cannot be resolved (with references to effective legislation, rules or the standard terms and conditions of the service).
- 13.2.4 If a postal service user cannot reach an agreement with Omniva, they can appeal to the competent institutions or a court.

14 MATERIAL LIABILITY AND COMPENSATION FOR DAMAGES

14.1 Omniva is materially liable for the direct damage caused:

- when a shipment is lost;
- when a shipment is damaged due to Omniva's fault.

- 14.2 Omniva shall be materially liable up to the amount of direct patrimonial damage caused by Omniva's fault (intent, negligence, gross negligence) and corresponding to the actual value of the goods rifled or damaged in the shipment, but not exceeding the maximum amount of compensation for damage established for the corresponding main service. Material damage does not include indirect damage, including unearned revenues.
- 14.3 Maximum compensation rates if an uninsured shipment is lost or damaged:
- Parcel service: max €320
 - Courier service and express courier: max €320, max €512 for large shipments.
 - In addition, one has the right to be reimbursed for the shipping cost.
- 14.4 If an insured item is lost, the damage will be compensated to the extent of the stated value. If the Sender has stated part of the value of the shipment, Omniva shall be liable up to the amount of the partial value stated. The relevant information is available on the website omniva.ee, omniva.lv and omniva.lt.
- 14.5 If the loss or damage to the contents of a shipment is caused by force majeure for which no compensation is payable, the Sender is entitled to a refund of the charges paid, except for the additional service "Insurance".
- 14.6 If the Sender and the Recipient refuse to accept the found shipment or fail to respond to Omniva within the time limit set, the ownership of the shipment shall pass to Omniva, which paid the compensation for the destruction or loss of the shipment.
- 14.7 Generally, Omniva pays the compensation to the Sender, who has the right to transfer the right to compensation to the Recipient by informing Omniva of the relevant request in writing. The Sender or the Recipient may authorise a third party to receive the compensation.
- 14.8 The compensation is paid out in euros, within 30 calendar days. The compensation will be transferred to the current account of the Recipient of the compensation.
- 14.9 In the event of compensation for a damaged shipment, Omniva reserves the right to acquire the damaged shipment.
- 14.10 If the shipment or a part thereof that was deemed lost is found after the compensation was paid out, Omniva will inform the person who received the compensation that they have the right to receive the shipment or the part thereof that was deemed lost within 3 (three) months if they repay the compensation that was paid out to them. If the person who has received compensation refuses to accept the found shipment or does not respond to Omniva within 10 (ten) business days that he/she/it wishes to accept the found shipment, the ownership of the shipment will be transferred to Omniva, which paid the compensation due to the loss or destruction of the shipment.
- 14.11 In case of change of currency, the compensation will be calculated in accordance with the current exchange rate.
- 14.12 Omniva cannot be held liable in the following cases:
- if the shipment is not properly packaged and labelled and if the "Fragile" additional service has not been used for fragile and delicate items (e.g. glass, ceramics, electronic equipment, etc.) (including insured shipment);
 - if the loss of a shipment or the loss of or damage to its contents was caused by the fault or negligence of the Sender or the type of the contents of the shipment;
 - the damage caused to the shipment by fluctuations in temperature;
 - shipments containing items and/or substances prohibited for as published on the websites omniva.ee, omniva.lv and omniva.lt;
 - if the shipments are seized in accordance with legislation;
 - if the Sender acts malevolently in order to receive compensation;
 - if the Sender has not made an enquiry within 30 calendar days (within 6 months in Latvia and Lithuania) after the day when the shipment was posted;
 - if the shipment is returned to the Sender after the expiry of the deposit period, in case of a failed attempt or for any other reason;
 - in cases of force majeure as set out in Clause 14.17 and in the event that Omniva is unable to keep an account of the shipments due to force majeure in the event of the loss of official documents, provided that Omniva's liability is not otherwise proven;
 - if the Sender has mistakenly provided an incorrect telephone number of the Recipient on the shipment and therefore the shipment has been delivered to a third party;
 - if the size of the shipment is less than the minimum dimensions of 9 cm (width) x 14 cm (length) x 1 cm (height);

- if the Sender has not confirmed the delivery of the shipment (for example, the transaction has been left unfinished due to a payment error, etc.) to Omniva in accordance with the instructions on the Sender's screen;
 - in the case of insured goods, the insured value of the goods shall be significantly higher than their value.
- 14.13 Omniva remains liable in the following cases (provided that packaging and labelling requirements have been complied with):
- the loss of or damage to the contents of the shipment is discovered before the delivery or during delivery;
 - if, in the case of a returned shipment, the Sender accepts the shipment with the proviso that the shipment is rifled or damaged and immediately submits a written damage claim to Omniva;
 - if the Recipient of the shipment to be forwarded, or the Sender in the case of return to the place of departure, immediately notifies Omniva, either by going to an Omniva's office or without leaving Omniva's office, that he/she has discovered theft or damage to the contents of the shipment.
- 14.14 Force majeure is a circumstance that Omniva could not influence and could not have been reasonably expected to take into account or avoid when the contract was entered into or when non-contractual obligations emerged; Omniva could not be expected to prevent or overcome the obstructing circumstance or its consequences. Force majeure includes, but is not limited to, the occurrence of technical faults independent of Omniva or obstacles to the provision of the service caused by a natural disaster, catastrophe, inclement weather conditions, war, strike, legal amendments or any other extraordinary event that Omniva could not foresee or prevent.
- 14.15 If the Sender has presented false information on the contents of the parcel, if contents do not meet the general conditions (including shipment of prohibited items) or the packaging and/or special labelling conditions are not met, the Sender is holding the full responsibility for damages caused to employees, Omniva infrastructure or third parties (including fines imposed on the Courier)

15 PROCEDURE FOR OPENING, STORING AND DESTROYING THE SHIPMENT

- 15.1 Omniva shall comply with the procedure established by the Postal Law and the Regulations issued on the basis thereof for handling unissued shipments and the procedure for opening, storing, removing and destroying shipments.
- 15.2 Omniva has the right to open a shipment:
- to protect the contents of the damaged shipment or to ascertain its status;
 - if there are suspicions that the contents of the shipment may have been lost or if there are external signs which suggest that the contents may have been rifled or pose a threat to other shipments;
 - if there is a suspicion that the contents of the shipment are not permitted;
 - to allow control of the shipment by government officials (e.g. police);
 - to ascertain the Sender if delivering the shipment is impossible (if the Sender's details are missing, inaccurate, illegible, etc.).
- 15.3 The persons present at the opening of the shipment are obliged to maintain the confidentiality of the information subject to postal secrecy that became known to them when the shipment was opened.
- 15.4 The shipment shall be stored for 6 (six) months from the last unsuccessful delivery attempt. If the Sender or Recipient has not contacted Omniva within six (6) months to arrange collection of the shipment, the shipment shall become the property of Omniva.
- 15.5 In the event of possible damage to nearby people, structures or goods, Omniva shall immediately notify the emergency services of a suspicious package.
- 15.6 A certificate of the opening of the shipment is drawn up. A note about the reason why the shipment was opened is made on the opened shipment.
- 15.7 Depending on the case, the persons who open the shipment decide whether the opened shipment or its partial contents will be forwarded, returned to the Sender or destroyed.
- 15.8 After opening (excl. if delivery is impossible) and after the removal of spoilt or hazardous substances or articles, the shipment will be sent to the Recipient with a copy of the act. A copy of the act on the removal of spoilt or hazardous substances or articles will also be sent to the Sender of the shipment. Shipments containing prohibited substances or articles shall be returned to the Sender or, in the case of dangerous substances or articles, shall be sent for destruction.
- 15.9 The shipments (or their contents) that cannot be forwarded or returned which the Sender and the Recipient have declined as well as the articles/goods contained in the shipment that are prohibited or unfit for further consumption will be eliminated.

- Omniva may destroy spoilt or highly perishable contents immediately after opening the shipment at the storage place.
- Dangerous goods will be destroyed; prohibited articles/goods will be returned to the Sender or destroyed, as the case may be.
- Written communications and objects of low value are destroyed after 6 (six) months. Shipments are destroyed in a way that guarantees postal secrecy and the protection of personal data.
- Other content of value contained in the shipment will be sold after 6 (six) months, provided that it does not violate the privacy of the Sender and the Recipient. The proceeds of the sale of articles contained in shipments will be retained by Omniva.

16 AMENDMENT OF THE STANDARD TERMS AND CONDITIONS

16.1 Omniva shall update these standard terms and conditions as required. Omniva will inform customers 30 days in advance about any changes to standard terms and conditions.

16.2 Upon the change of the legal acts referred to in these standard terms and conditions, new provisions of the same legal acts shall be applied directly.

16.3 The most recent version of the valid standard terms and conditions, information about new services offered, valid pricelist and other information are published on the websites omniva.ee, omniva.lv and omniva.lt.