Valid from: 22.07.2026

OMNIVA
STANDARD TERMS AND CONDITIONS OF PARCEL SERVICES FOR PRIVATE CUSTOMERS

omniva

1. GENERAL PROVISIONS 3
2. DEFINITIONS 4
3. REQUIREMENTS FOR SHIPMENTS 5
4. SERVICE PRICES 7
5. TYPES OF SERVICES 8
6. ADDITIONAL SERVICES 8
7. HANDOVER OF SHIPMENT TO OMNIVA 9
8. DELIVERY OF THE SHIPMENT 9
9. STORAGE TIME AND STORAGE 11
10. SHIPMENT REDIRECTION 11
11. RETURNING A SHIPMENT 11
12. FILING AND RESOLVING COMPLAINTS 12
13. MATERIAL LIABILITY AND COMPENSATION FOR DAMAGES 12
14. PROCEDURE FOR OPENING AND DESTROYING A SHIPMENT 14
15. AMENDMENTS OF THE STANDARD TERMS AND CONDITIONS 14

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 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 standard terms and conditions govern the mutual rights and obligations of Omniva and the private customer regarding the use of services provided by Omniva. The standard terms and conditions do not regulate the terms and 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 the principles for processing customer data of Omniva, the e-service terms and conditions of Omniva, The Code of Conduct of Omniva, and the price lists of services (the latter being subject to Omniva's pricing as stated in Section 4). The documents referred to herein (including the standard terms and conditions) are available on the websites omniva.ee, omniva.lv, and omniva.lt. Legal regulations apply according to the relevant country of location of the provision of the service. In the instance of any amendments to legislation, the new stipulations of the amended legislation are applied directly. Where the amendments of legislative acts render any stipulations of the standard terms and conditions partially or completely invalid, the remaining standard terms and conditions remain in force.

1.3 Omniva is the data controller of personal data when providing parcel delivery services. Omniva processes personal data in accordance with the legislation governing the provision of postal services, 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) of the 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 of the representative of a legal person), the personal identification code of the recipient in the case of 'Delivery to a specific person', the identity document number of the recipient, signature, letter of authorisation or a document certifying legal representation, age in the case of 'Delivery to 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 current account number of the person requesting compensation, 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 person requesting compensation), 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 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 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 or with obligations under the Money Laundering and Terrorist Financing 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 (Article 6(1)(f) of the 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 consent of the individual.
- 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. the FIU, the 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 are available on country-specific websites and form 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.

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 – a document attached to the shipment that contains the information required for delivery and a description of the shipment. The address card must contain the specific shipment's barcode and QR-code, as well as the recipient's and sender's information, including a phone number. The address card must not contain unnecessary barcodes or other markings that prevent scanning with an electronic device. Standard Omniva address card dimensions are 106 mm in length × 76 mm in width.

Barcode – a unique code used in Omniva systems. This barcode consists of a pattern of parallel lines and maximum 21 letters and numbers. The barcode number is used to identify the shipment in the Omniva information system. The code is valid for six months.

Business Customer – a legal entity who has entered into a service agreement with Omniva or the general terms and conditions for service contracts of Omniva.

Code of Conduct of Omniva – a set of rules outlining the norms, rules, and responsibilities or proper practices of a party.

Consolidation – the process of delivering a multi-parcel shipment together to the same address.

Courier – an employee or a service provider of Omniva who ensures careful and timely delivery of a shipment to the recipient.

Courier pick-up – a journey made to pick up a courier shipment, for which Omniva is entitled to charge a fee 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).

Delivery Receipt (POD) – a document, electronic record, or other agreed form of confirmation that verifies the delivery of a shipment to the recipient. Depending on the selected delivery method, the delivery receipt includes the recipient's signature on a document or in an electronic device or is provided in another agreed form (e.g. by entering a door code at a parcel terminal). In the case of contactless delivery, the delivery receipt is deemed to be the courier´s confirmation of delivery given in an electronic device together with a photo of the shipment taken at the handover location. The use of contactless delivery requires the recipient's prior consent.

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 electronic self-service environment for preparing shipments, preparing address cards, paying for services, and placing courier orders.

Electronic device – digital tool used by courier to facilitate, track, and manage the delivery process, including collecting the recipient's signature or other confirmation of delivery in electronic form.

Fragile shipment – any shipment that contains items that can easily break and must be handled with care. For shipments containing fragile items, the additional service 'Fragile' is mandatory.

Identification – process of verifying the identity of an individual through the presentation of physical legal documents, such as a passport, or by using electronic identification solutions.

Loading point – the address indicated on the address label where the shipment is loaded or unloaded. Subsection 7.5 stipulates the requirements for the loading point.

Multi-parcel shipment – a consolidated collection of shipments that are properly addressed and packaged, sent at the same time from one sender to one recipient, with traceable route and delivery.

Omniva Group – Omniva Group is a logistics company, which consists of Eesti Post AS in Estonia, Omniva LT UAB in Lithuania, and Omniva SIA in Latvia (hereinafter referred to as Omniva).

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

Oversized and/or overweight shipment – a shipment that does not comply with the maximum dimensions and/or weight for the size of a shipment.

Pallet – a 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. For the purposes of these Terms, parcel machines also include private

customer Picapac parcel machines and community boxes, except to the extent that specific differences arise from the Picapac parcel locker terms of use.

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 registered in the e-service, includes an address card printed from the e-service, and regarding 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. The document is available on the websites omniva.ee, omniva.lv, and omniva.lt.

Private customer – 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.

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 are traceable.

Sorting centre – a structural unit of Omniva where domestic and international shipments are sorted and distributed by postal institutions. Sorting centres are located in Estonia, Latvia, and Lithuania.

Storage time – a period during which a shipment is stored at a service point or parcel machine.

Transaction channel – the pathway or medium through which a financial transaction is conducted, including post office, app, Parcel machine etc.

Working days – all days of the week, except Saturdays and Sundays and public holidays.

3. REQUIREMENTS FOR SHIPMENTS

3.1 Shipment parameters

3.1.1 Minimum dimensions and weight of a shipment: length 14 cm, width 9 cm, height/thickness 1 cm, real weight at least 50 g.

3.1.2 Maximum dimensions and weight for a parcel machine compartment:

- size S – 9 cm (height) × 38 cm (width) × 64 cm (length), real weight up to 30 kg (in Lithuania, up to 25 kg);
- size M – 19 cm (height) × 38 cm (width) × 64 cm (length), real weight up to 30 kg (in Lithuania, up to 25 kg)
- size L – 39 cm (height) × 38 cm (width) × 64 cm (length), real weight up to 30 kg (in Lithuania, up to 25 kg).

It must be possible to place the shipment into the locker without applying force and it must not be entered diagonally. For a safe and secure storage and delivery of a parcel, we recommend to keep to dimensions that are up to 10 mm shorter than the maximum dimensions possible for a shipment sent through a parcel machine.

3.1.3 Maximum dimension and weight for Omniva service points (Estonia):

- 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).

3.1.4 Maximum dimensions and weight for courier service:

- 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)

3.1.5 When measuring, weighing, and calculating the price of a shipment, the pallet and other packaging materials are considered to be a part of the shipment.

3.1.6 If the sender has estimated the dimensions or weight of the shipment to be smaller than they actually are when registering the shipment (including using a locker that is clearly too small) and Omniva detects non-compliance with the parameters upon receipt or sorting of the shipment, then Omniva has the right to suspend the delivery of the shipment and require the payment of an additional fee by the sender, re-register the parcel with the correct service after receiving the additional fee, or refuse to deliver the shipment and return it at the expense of the sender.

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 barcode and an address card is generated for the shipment, which the customer must add to the shipment. 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 an address card as follows:

- name (the first name and surname of a private person or the name of a legal person);
- street, house and apartment number, or outside cities, towns, and villages, the name of the farm or the name of the Omniva service point that is the destination of the shipment;
- 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;
- mobile phone number of the Recipient and the Sender;
- e-mail if possible;
- country (for international shipments only; the name of the country must be written in capital letters in English).

3.2.3 The Sender shall ensure that it has the right to provide Omniva with the personal data of the Recipient and other related persons (e.g. the legal person's representative) necessary for the provision of the Service upon delivery of the shipment. 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 parcel machines the mobile phone number of the Recipient and the destination of parcel machine and the Sender's name, 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. A correctly selected packaging must protect the contents of the shipment from repeated handling, mechanical sorting, and potential impacts, damage, and soiling that may occur during transport as well as guarantee that the recipient receives the shipment safely.

3.3.2 If the shipment is not compliantly packaged and/or labelled and does not comply with the guide mentioned in clause 3.3.1, Omniva may refuse to provide the service until the shipment is compliantly packaged and labelled by the sender, require an additional fee for proper packaging and labelling or refuse to accept the shipment. Omniva is entitled, but not obligated, to refuse to accept a shipment that is not properly packaged and labelled.

3.3.3 The sender is responsible for selecting a suitable packaging and undertakes to compensate any damages caused by the incorrect packaging or labelling of a shipment.

3.4 Dangerous Goods – Limited Quantities

Customer may tender dangerous goods only where permitted under the ADR Limited Quantity (LQ) provisions.

Customer warrants that:

- the goods are correctly classified according to ADR;
- packaging, marking and labelling comply with ADR;
- the gross weight of each parcel does not exceed ADR limits;

- the end customer has been reasonably informed of the applicable special conditions for returns, and such customer has been reasonably enabled to return the goods in compliance with these special requirements.

Customer bears full responsibility for compliance with ADR requirements (both shipping and returns) and shall indemnify and hold Omniva harmless from any damages, fines, or claims resulting from non-compliance. Omniva reserves the right to refuse, isolate, or return shipments that appear non-compliant or unsafe

3.5 Prohibited content

3.5.1 Before handing a shipment over to Omniva, the sender is obligated to make sure that the sending of the content of the shipment is permitted. Information regarding prohibited content and shipments subject to special conditions is available on the websites omniva.ee, omniva.lv, and omniva.lt. The requirements and restrictions may vary depending on the destination country.

3.5.2 Omniva has the right to refuse to accept and forward a shipment if its contents are prohibited (or there is a suspicion that the contents may be prohibited). When accepting shipments, Omniva has the right to demand that the sender open the shipment to ensure that the shipment does not contain prohibited items, including substances or articles sent under special conditions and/or dangerous substances or articles. If the sender refuses to open the shipment, the shipment will not be accepted for delivery. The cost of returning a shipment with prohibited content is covered by the sender.

4. SERVICE PRICES

4.1 Service prices are determined through dynamic pricing to which seasonal and fuel surcharges are added as stated herein. The applicable price is available to the user (Customer) at the respective Omniva service point, E-service or Parcel machine before the Customer confirms the order and concludes the service agreement. By confirming the order, the Customer accepts the price displayed at checkout. Any pricing information displayed on the Website or in marketing materials is indicative only and may vary according to Omniva's pricing as stated here below.

Omniva has the right to unilaterally:

4.2 **apply dynamic pricing**:

The price of services is not fixed and may vary depending on demand, capacity/load, Transaction channel, and other objective operational factors at the time of placing the order.

The applicable price shall be the price displayed to the customer at the moment of confirming the service order. By confirming the order, the customer agrees to the price presented.

Prices are determined dynamically based on objective criteria, including but not limited to:

- current and forecasted demand for services;
- availability and capacity in the selected location;
- time of day, day of the week, and seasonal fluctuations;
- operational costs and network load.

Price changes resulting from these factors do not constitute amendments to the terms and conditions but are part of the pricing mechanism of the service.

The service provider does not guarantee uniform pricing over time and reserves the right to apply different prices for identical services at different times, provided that the customer is clearly informed of the applicable price before placing the order and no additional notice except the forementioned will be provided.

4.3 **apply seasonal surcharges:** In addition to dynamic pricing the seasonal surcharges and designated peak periods indicated in the price lists form part of the Omniva's pricing and apply automatically during the relevant peak period.

4.4 **add and remove fuel surcharges** to the prices, if required or permitted by changes in fuel prices: In addition to dynamic pricing and seasonal surcharges, the fuel surcharge form part of the Omniva's pricing and applies to the dynamic price and if applicable, also to the dynamic price to which seasonal pricing has been applied. The fuel surcharge, and consequently the service prices, may be adjusted on a weekly basis (announced surcharge/adjusted price is effective at least per the respective full calendar week). Omniva has the right to change the base price of the fuel surcharge and the method of surcharge calculating.

Fuel surcharge adjustments shall be proportionate to actual fuel price developments and applied in a transparent manner. Information on the applicable fuel surcharge shall be made available on Omniva's website. Changes shall apply to services ordered after the updated surcharge has been published, without the obligation to give prior notice.

5. TYPES OF SERVICES

5.1 The services are categorised as parcel services and courier services. The type of the service is determined in accordance with the method of delivery of the shipment.

5.2 **Parcel services** are services where a shipment is sent to a parcel machine or an Omniva service point in Estonia.

5.2.1 Parcel machine service

- Shipments are issued from the parcel machine.
- Each shipment that is packaged separately is considered an individual shipment, subject to a separate fee.
- Possible to send shipments up to size L.
- The shipments must be pre-registered in the e-service, a parcel machine or an Omniva service point and an address card must be attached to it.
- The service is provided in Estonia, Latvia, and Lithuania.

5.2.2 Omniva service point service

- The shipment is issued in the Omniva service point (in Estonia).
- Each shipment that is packaged separately is considered an individual shipment, subject to a separate fee.
- Possible to send shipments up to size XL.
- Shipments must be pre-registered in accordance with the sizes of the shipments in the e-service, in a parcel machine or in Omniva service points (in Estonia) and labelled with an address card.
- The delivery of a shipment in an Omniva service point is only available in Estonia.

5.3 **Courier services** are services where a shipment is delivered by a courier to an address marked as the delivery address in the Omniva database.

5.3.1 Courier service

- Possible to send shipments up to size XL.
- Shipments can be pre-registered in accordance with the sizes of the shipments in the e-service, in a parcel machine or in Omniva service points (in Estonia) and labelled with an address card.
- The service is provided in Estonia, Latvia, and Lithuania.

6. ADDITIONAL SERVICES

6.1 Additional services can be selected based on the chosen country of destination, the service, and the delivery method.

6.2 **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 with the fragile shipment label. This service can be ordered only in self-service.

6.3 **Insurance** is an additional service where compensation is paid to the sender in the event of damage to or loss of the shipment, except when the liability of Omniva is excluded under these terms and conditions, including in instances stipulated in subsection 13.13. The compensation is paid to the extent of the damage, but not exceeding the value of the insured amount and no more than 4,000 euros. The service cannot be arranged through a parcel machine.

6.4 **Cash on delivery (COD)** is an additional service whereby a business customer that contracts the service with Omniva authorises Omniva, in connection with parcels sent by said business customer, to collect a fixed amount of money from the recipient upon the delivery of the shipment and to transfer it by bank transfer to the account indicated by the sender. The maximum amount of the COD (Cash on Delivery) payment must not exceed the total value of the COD shipment and the shipping cost. The COD limit for a single shipment is 4,000 euros. The COD supplementary service is also subject in Estonia to the standard terms and conditions of financial services of Omniva.

6.5 **Ordering a courier** is an additional service, whereby the courier picks up the shipments from the handover point specified by the customer. If no shipment is handed over to the courier or if the shipment does not comply with the conditions established for shipments in section 3, then Omniva has the right not to pick up the shipment and to charge a fee for the unladen journey. Courier pick-up can be ordered for all delivery methods.

6.6 **Delivery confirmation SMS/email to sender** is an additional service involving notifying the sender that the shipment has been issued to the receiver.

7. HANDOVER OF SHIPMENT TO OMNIVA

7.1 One can transfer shipments to Omniva via a parcel machine, at Omniva service points or order a courier to pick them up. Omniva has the right to refuse to accept or forward shipments that do not comply with the requirements provided in the terms and conditions of the service.

7.2 Transfer via parcel machine

7.2.1 Shipments can be handed over at all parcel machines of Omniva. The locations of the parcel machines and the collection times are available on the websites omniva.ee, omniva.lv, and omniva.lt.

7.2.2 The sender shall place in the parcel machine locker each shipment separately.

7.3 Handover at an Omniva postal office in Estonia

7.3.1 Shipments can be transferred at any Omniva service point during opening hours. The locations and contact details of Omniva service points are available on the website omniva.ee.

7.4 Handover to courier

7.4.1 To order a courier, an order must be placed in the e-service of Omniva together with the shipment registration. A courier will come to pick up the shipment at the address and time indicated through the e-service.

7.4.2 Omniva also has the right to charge an additional fee if no shipments are handed over at the time and place indicated for courier pick-up.

7.5 Requirements for the loading point

7.5.1 The sender must guarantee the conditions for the transfer of shipments, ensure access to the loading point, guarantee that the access road is passable for a vehicle, and that the loading point corresponds to the following conditions:

- it is possible to stop for loading (no further than 6 m from the vehicle);
- the loading point has a hard cover and a smooth surface that is not inclined and has no steps and which is located level with a road or at the same height as the rear hatch;
- the cargo compartment must remain within the carrier's field of vision or the security of the vehicle must be guaranteed, etc.

7.5.2 The sender must compensate all the expenses that arise in relation to access to the loading point (entrance fee, parking fee, other taxes and official expenses).

7.5.3 Loading involves loading and unloading a shipment from the sides or the rear of the vehicle. Loading means loading the shipment on the vehicle at a loading point no further than 6 m from the vehicle, correct placement and fastening of the shipment.

7.5.4 The loading time is calculated from the moment the vehicle arrives at the loading point and the courier informs the sender (or the recipient in case of unloading) of its arrival. The loading time will end when the shipment(s) have been loaded or unloaded and the transfer of the shipment has been registered electronically or with delivery documents and the vehicle is ready to leave. The loading time is up to 15 minutes. If the loading takes longer, it will be recorded on the delivery document and Omniva has the right to charge an additional fee or refuse to accept/deliver the shipment.

8. DELIVERY OF THE SHIPMENT

8.1 Delivery times of shipments are available on the websites of Omniva at omniva.ee, omniva.lv, and omniva.lt.

8.2 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.

8.3 From parcel machine

8.3.1 The recipient is informed of the arrival of the shipment by SMS and/or a push notification sent by the mobile application. If the sender provides the email address of the recipient, an additional notification will also be sent by email.

8.4 The message about the arrival of the shipment will also include the location of the parcel machine, the door code for opening the locker, and the duration of storage as well as other conditions for receiving the shipment, where necessary, if the sender has ordered these (such as identification by Smart-ID or by ID card, cash on delivery).

Omniva is entitled to place several shipments in one parcel machine locker if they are addressed to the same recipient (except in the case of COD shipments). Where two or more shipments addressed to the same recipient are placed in the same parcel machine locker, the recipient shall receive a text message with an identical door code for each shipment. After each subsequent shipment is placed in the parcel machine locker, the storage time of the shipment is

renewed. By entering the parcel machine door code, the Recipient provides a Delivery Receipt for all Shipments placed in the locker under that door code.

8.5 At an Omniva postal office in Estonia

8.5.1 If a specific Omniva service point name is included in the shipment details, the shipment will be issued at that service point. If the recipient's address is included in the shipment details, the shipment will be issued at the Omniva service point located at that address.

8.5.2 The recipient will be informed by an SMS or an email and/or a push notification from the mobile application of the arrival of the shipment, its location, and the conditions of receipt where necessary (such as identification by Smart-ID or an ID-card, the amount of COD).

8.5.3 A shipment addressed to a legal entity is delivered to its legal representative or a person authorised by them. The requirements for preparing a letter of authority are available on the website of Omniva at omniva.ee.

8.5.4 If the shipment is issued to a recipient who is a private person, he or she 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). A person accepting a delivery on behalf of the recipient must also present the original notification of the arrival of the shipment in addition to a personal identity document. A shipment with the additional service 'Delivery to a specific person' or 'Delivery to an adult' is not issued to another individual.

8.5.5 If the recipient (or the person receiving the shipment on their behalf) refuses to disclose the information required for the delivery, the shipment is not issued and it will be returned to the sender.

8.5.6 To provide a Delivery Receipt of the shipment, the recipient (or the person receiving the shipment on their behalf) enters his or her first name, surname, signature, and the date on the delivery document or electronic device. The recipient (or the person receiving the shipment on their behalf) does not have the right to open the shipment before providing the Delivery Receipt, unless Omniva has prepared a report on the damage to the shipment.

8.6 By courier

8.6.1 The shipment is delivered to the address indicated as the delivery address. Consolidated parcels are delivered as one batch.

8.6.2 The following options are available for the handover of a shipment:

8.6.2.1 the shipment is handed over against signature. To provide a Delivery Receipt, the recipient of the shipment (or the person accepting the shipment on their behalf) writes their first name and surname, signature, and the date on the delivery document or an electronic device;

8.6.2.2 upon an agreement with the recipient, contactless delivery of the shipment. With the recipient's consent, the courier is allowed to deliver the shipment to a place agreed by the recipient; as a confirmation, the courier takes a photograph of the shipment at the place of delivery instead of obtaining a signature and confirms the delivery of the shipment in an electronic device. The Courier's confirmation together with the photograph taken constitute the Delivery Receipt for the shipment. 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'.

8.6.3 Recipients who are natural persons are notified of the arrival of shipments by SMS and/or a push notification, email or a phone call. If the recipient can not be reached, Omniva will make at least two attempts at delivery, one attempt per day. The time of delivery will be agreed with the recipient by phone in the case of a delivery larger than XL size.

8.6.4 Recipients who are legal persons are not notified of the arrival of a shipment ahead of time. Omniva will make one attempt at delivery.

8.6.5 Omniva delivers shipments to detention facilities and inpatient medical facilities only at the specified address and only when the sender has complied with the requirements of the respective institutions. If the employees of the institution inform Omniva's courier that the shipment is not compliant with the requirements of the institution (inappropriate content or insufficient data, etc.), then Omniva is entitled to return the shipment to the sender at the sender's expense.

8.6.6 A shipment weighing up to 30 kg (in Lithuania 25 kg) is delivered:

- in an apartment building, to the door of the apartment;
- in a private residence, to the door of the house. If the house is enclosed by a fence and the courier is not allowed to access the house from the gate, then to the gate;
- to a postal office/representation/shop located in an institution/business centre/shopping centre (if access is possible and the institution/business centre/shopping centre has given permission to the courier).

8.6.7 If the weight of the shipment is more than 30 kg (in Lithuania 25 kg), it is delivered to the address indicated by the sender without indoor delivery.

8.6.8 If Omniva is unable to contact the recipient to arrange the delivery of the shipment, then Omniva is entitled to redirect the shipment in accordance with section 10.

9. STORAGE TIME AND STORAGE

9.1 The standard storage period of the shipment is 4 (four) calendar days. Omniva reserves the right to adjust the storage period depending on peak periods, temporary operational constraints and obstacles, or other similar justified circumstances. Storage time and applicable pricing may vary based on the terms agreed with the relevant business customer or trader.

9.2 The shipment will be returned to the sender at the expense of the sender if the shipment has not been delivered by the end of the storage period.

9.3 The storage period is not applied in instances stipulated in subsection 11.2 and the shipment is immediately returned to the sender.

9.4 Different storage periods, pricing options, and combinations thereof may apply; the customer can review the applicable terms on the relevant trader's or Omniva's website. The selected storage option shall in all cases be clearly indicated prior to confirmation of the transaction.

9.5 If the storage period of the shipment is over and returning the shipment to the sender is impossible or if the sender and the recipient have both refused to accept the shipment, the shipment will be stored for 6 (six) months from the last unsuccessful attempt at delivery. If the sender or the recipient have not contacted Omniva within 6 (six) months, then the ownership of the shipment transfers to Omniva and Omniva will arrange the sale or destruction of the shipment if it does not violate the privacy of the sender and the recipient.

10. SHIPMENT REDIRECTION

10.1 The sender or the recipient has the right to redirect the shipment within the country of destination, except when an additional service has been ordered for the shipment, restricting the options for redirection. A shipment can be redirected through the e-service before the shipment arrives at its destination. If the shipment is already located at the place of destination, then the customer support of Omniva must be contacted for redirection. The maximum permitted dimensions of the requested delivery method must be considered upon redirection.

10.2 Omniva has the right to redirect a shipment in the following instances:

10.2.1 where the dimensions of the shipment do not allow for the preferred method of delivery;

10.2.2 in cases where the pertinent parcel machine has technical problems or an extremely high workload, preventing the timely delivery of shipments. In this instance, Omniva is entitled to redirect the shipment to another nearest parcel machine or Omniva service point;

10.2.3 if Omniva is unable to contact the recipient to arrange the delivery of the shipment. In this case, Omniva is entitled to redirect the shipment to the nearest parcel machine or Omniva service point or return to sender.

10.3 Omniva is entitled to charge a fee for the redirection (except in instances stipulated in subsection 10.2.2) according to the price lists (subject to Omniva's pricing stated in Section 4) available on the websites omniva.ee, omniva.lv, and omniva.lt.

11. RETURNING A SHIPMENT

11.1 The recipient is entitled to return a shipment at own expense or at the expense of the business customer if the business customer has activated the option to return a shipment at the business customer's expense in the business customer e-service of Omniva. If returns at business customer's expense are allowed via a parcel machine or an Omniva service point (in Estonia), then the notification of the arrival of the shipment also contains a return code which the recipient can use for returning the shipment free of charge within the period specified by the business customer. If return at business customer's expense with a courier is enabled, then the business customer arranges the conditions for the return with the recipient individually.

11.2 Omniva returns the shipment to the sender at the sender's expense immediately if:

- the recipient refuses to accept the shipment;
- the shipment cannot be delivered to the recipient due to the absence, inaccuracy, or illegibility of the mobile phone number/address or for similar reasons;
- the recipient does not live or is not located at the address indicated on the shipment and there is no information on the new residence or location of the recipient;
- the shipment is oversized and/or overweight and if it can not be delivered to address.

11.3 The sender is entitled to call the shipment back at own expense for as long as it has not been delivered to the recipient.

11.4 In the case of a return of a shipment, Omniva is entitled to collect a fee for the return pursuant to the price list (subject to Omniva's pricing stated in Section 4) available on the websites omniva.ee, omniva.lv, and omniva.lt.

11.5 The standard responsibility and compensation rules as described in section 13 apply to shipment returns from the moment they are placed in a parcel machine locker, taken to an Omniva service point (in Estonia) or handed over to a courier until the delivery to the sender.

12. FILING AND RESOLVING COMPLAINTS

12.1 Filing a complaint and a damage claim

12.1.1 The sender or the recipient may file a written complaint about the improper delivery of the shipment, damage to it or any other circumstance:

- in Estonia, Latvia and Lithuania, within 6 (six) months from the handover of the shipment to Omniva for delivery.

12.1.2 A separate complaint must be filed for each individual shipment.

12.1.3 The complaint must be submitted to Omniva using the forms published on the websites omniva.ee, omniva.lv, and omniva.lt, or at an Omniva service point (in Estonia).

12.1.4 The following information must be included in the complaint:

- the first name and surname of the person submitting the complaint or the legal entity's business name, address, email address, telephone number and, if the content of the complaint also includes compensation for damage, the current account number;
- the details of the shipment giving rise to the complaint – the number of the shipment barcode, the name and contact details of the sender, the date and method of transfer (name of the parcel machine, name of the Omniva service point 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 packaging, and contents if the shipment was damaged;
- the way the person who submitted the complaint would like to receive a response (email or phone).

12.2 Processing of a complaint

12.2.1 Omniva reviews the complaint as soon as possible, but not later than within 10 (ten) working days from the date of submission of the complaint and will notify the submitter of the complaint of its decision in the manner requested by them.

12.2.2 If it is not possible to give an exhaustive answer within the period specified in clause 12.2.1, the submitter of the 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 submitter of the complaint will be informed and a response will be given as soon as possible. The deadline is calculated from the moment the required documents are submitted to Omniva.

12.2.3 If the complaint cannot be resolved, the submitter of the complaint 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).

12.2.4 If the submitter of the complaint cannot reach an agreement with Omniva, they may appeal to the Competition Authority (in Estonia), other institution responsible for resolving respective complaints (in Latvia and Lithuania) or a court.

13. MATERIAL LIABILITY AND COMPENSATION FOR DAMAGES

13.1 Omniva is materially liable for the direct damage caused by Omniva:

- when a shipment is lost;
- when a shipment is damaged;
- in the case of a failure to collect all or part of the COD amount from the recipient.

13.2 Omniva shall be materially liable up to the amount of direct patrimonial damage caused by Omniva (intent, negligence, gross negligence) and corresponding to the actual value of the lost or damaged shipment, but not

exceeding the maximum amount of compensation for damage established for the corresponding main service. The direct patrimonial damage does not include indirect damage, including loss of income.

13.3 Maximum compensation rates if an uninsured shipment is lost or damaged:

- in the case of shipments weighing up to 30 kg, maximum 320 euros;
- maximum 512 euros for shipments larger than 30 kg;
- in addition, the customer is entitled to a reimbursement of the shipping cost.

13.4 If an insured item is lost or damaged, the damage will be compensated to the extent of the direct material damage up to the stated value of the shipment and the paid delivery fee, but in no case more than 4,000 euros. Additional information is available on the websites omniva.ee, omniva.lv, and omniva.lt. The insurance service fee is not compensated.

13.5 If the sender has disclosed only a part of the value of the insured shipment, Omniva shall be liable for the direct material damage up to the amount of the partial value stated in the instance of losing or damaging the shipment, but in no case more than the maximum compensation rates stated in clause 13.4.

13.6 In the event of a partial declaration of the value of an insured multi-package shipment, Omniva is liable for the direct patrimonial damage in the instance of a loss of a shipment in proportion to the partial value assigned to each parcel, but no more than the maximum compensation rate stipulated in clause 13.4.

13.7 In the event of a partial loss of or damage to an insured multi-package shipment, compensation will be provided for direct material loss up to the declared value of the lost or damaged part, but not exceeding the maximum compensation rates stated in clause 13.4.

13.8 If the loss of 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'.

13.9 Generally, Omniva pays the compensation to the sender. The sender has the right to transfer the right to compensation to the recipient by informing Omniva of the relevant request in writing. The sender or recipient may authorise a third party to receive the compensation.

13.10 The compensation is transferred in euros to the current account of the recipient of the compensation. If the currencies differ, the compensation is calculated based on the exchange rate in force at the moment of compensating the damage.

13.11 Until the shipment is delivered to the recipient, it belongs to the sender, except when the shipment is confiscated in accordance with legislation. In the event of a compensation for a damaged shipment and in instances specified in clause 13.12, Omniva reserves the right to acquire the shipment.

13.12 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 recipient of the compensation refuses to accept the shipment or if they do not reply to Omniva within 10 (ten) working days that they wish to accept the shipment, the ownership of the shipment is transferred to Omniva as the entity that paid the compensation in connection with the loss of the shipment.

13.13 Omniva cannot be held liable (including in the case of insured shipments) in the following cases:

- if the shipment is not compliant with requirements for shipments established in section 3, including if it 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.);
- 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 if the shipment is not packed and/or labelled as required;
- if the shipment contains items and/or substances that are limited or prohibited from being sent pursuant to subsection 3.4 or 3.5;
- if the shipments are confiscated or seized in accordance with legislation;
- if the sender acts malevolently to receive compensation;
- if a complaint has not submitted according to chapter 12;
- if the shipment is returned to the sender after the expiry of the storage period, in case of a failed attempt or for any other reason not attributable to Omniva;
- in cases of force majeure as set out in clause 13.14 and in the event that Omniva is unable to keep an account of the shipments due to force majeure as a result of the loss of official documents, provided that Omniva's liability is not otherwise proven;

- if the sender has mistakenly provided incorrect details for the shipment and therefore the shipment has been delivered to a third party;
- if the sender has not confirmed the delivery of the shipment to Omniva (for example, the transaction has been left unfinished due to a payment error, etc.);
- if the insurance amount is lower than the real value of the shipment (Omniva is liable only for the insured amount);
- if the insured amount is higher than the real value of the shipment (Omniva is liable only up to the amount of direct patrimonial damage).

13.14 Force majeure is a circumstance which Omniva could not influence and, based on the principle of reasonableness, could not be expected to take into account or avoid at the time of concluding the agreement or at the time when an extracontractual obligation arose, or to overcome the impeding circumstance or its consequence. Force majeure includes the occurrence of technical disruptions beyond the control of Omniva or obstacles to the provision of the service as a result of a natural disaster, a catastrophe, adverse weather conditions, war, strike, change in legislation, or any other extraordinary event that Omniva could not have foreseen or prevented.

13.15 If the sender has not complied with the requirements to shipments stipulated in section 3 or other requirements set out in these terms and conditions, the sender is fully liable for the damage caused to Omniva or third parties (including for fines imposed on a courier).

13.16 Customer bears full responsibility for compliance with ADR requirements (both shipping and returns) and shall indemnify and hold Omniva harmless from any damages, fines, or claims resulting from non-compliance.

14. PROCEDURE FOR OPENING AND DESTROYING A SHIPMENT

14.1 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 have been lost or if there are external signs which suggest that the contents may have been looted or pose a threat to other shipments;
- if there is a suspicion that the contents of the shipment are prohibited;
- to ascertain the sender or recipient if delivering the shipment is impossible;
- to allow the shipment to be inspected by customs authorities;
- in instances arising from legal acts.

14.2 If Omniva opens the shipment, a certificate of the opening of the shipment is drawn up. A note about the reason for opening the shipment is added to the shipment.

14.3 Depending on the case, the persons who open the shipment decide whether the opened shipment or part of its contents will be forwarded, returned to the sender, destroyed or the police or the customs is contacted for further action.

14.4 The persons present at the opening of the shipment are obligated to maintain the confidentiality of the information subject to postal secrecy that became known to them when the shipment was opened, unless the shipment contains dangerous or prohibited items.

14.5 In the event of a potential physical threat to nearby people or objects posed by the shipment, Omniva shall immediately notify the emergency services.

14.6 Omniva may destroy a shipment without delay when:

- the shipment contains dangerous items;
- the shipment contains spoilt or unfit items for further consumption or highly perishable contents;
- the shipment contains prohibited items and the shipment is not returned to the sender;
- the shipment has been stored for 6 months after the last unsuccessful delivery attempt and the sender and the recipient have not contacted Omniva or the sender and the recipient have declined to accept the shipment and the items are not transferred/sold.

14.7 Shipments are destroyed in a way that guarantees postal secrecy and the protection of personal data.

15. AMENDMENTS OF THE STANDARD TERMS AND CONDITIONS

15.1 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.

15.2 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.

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