



# MASS transport terms and conditions

## TRANSPORT TERMS AND CONDITIONS

This Regulation regulates the rights and obligations of MASS Ltd transport and the Customer in the use of transport services.

In the Transport Regulations the terms are used in the following sense:

**Order** is a request sent by the Customer for the delivery of Consignments, which indicates the desired delivery time, place and mandatory information (phone number; address; special conditions).

**Delivery note** is a document, with necessary data for the forwarding the Consignment.

**Consignment** is a properly addressed and packaged package to be delivered to the Recipient.

**Delivery** is the delivery of the Consignment to the unloading place specified by the Recipient. Unloading place is the address indicated on the Delivery note, where Driver will bring the Consignment.

**Unloading point** must be hard-coated, smooth surface, without slopes and steps, which is on the same level as the road.

**Driver** is an employee of MASS Ltd who provides transport services to the Customer.

**Customer** is a person/company who has ordered the transport service and is the Recipient of the Consignment from MASS Ltd.

**Recipient** is a person who will confirm with name and signature Consignment delivery.

**Unloading time** is 30 minutes and time is calculated when the Driver arrives to destination and the Driver notifies the Recipient and Consignment is ready for unloading.

**Unladen journey** is applied if the Consignment remains undelivered because the Recipient cannot receive it at the agreed time. The price of Unladen Journey is equal to the price of transport.

**Waiting time** is the time if the unloading of the Consignment takes longer than 30 minutes. Time is calculated in 30-minute increments. 30 minutes Waiting time will cost 18€+VAT.

### 1. DELIVERY OF CONSIGNMENT

1.1. The Consignment will be delivered to the address indicated on the Delivery note. The person who will accept the Consignment confirms the delivery and indicates the following data on the Delivery note: first and last name; signature; date and time of delivery.

1.2. It is mandatory to add phone number to the Order, to ensure the quality of service. The Driver will call in advance on the same day of the Delivery day and will agree time period for the Consignment to be delivered. If the Recipient's phone does not answer, Driver has the right to deliver the Consignment on same day between 08:30 and 16:30 to the delivery address.

1.3. Delivery is door to door service to the Consignment location/residence. Unloading is possible from sides or from back of the vehicle. Unloading is done by the Customer's forklift and workers. Driver is not obliged to unload Consignment.

1.4. Unloading time is estimated up to 30 minutes. If the loading will take longer, it will be notified to Delivery note and MASS Ltd has the right to charge Waiting time fee for that time or decline unloading. The Driver has the right to decide the possibility of extra waiting time depending on the Driver's order schedule.

1.5. If the Customer is unable to receive the Consignment at the indicated time on the Delivery note then MASS Ltd have right to add Unladen journey fee and also agreed transport fee.

1.6. The re-delivery must be agreed within 7 working days at the latest, otherwise storage fee will be applied. More info about storage fee rates can be found MASS Ltd General Terms and Conditions (<https://mass.ee/general-conditions>).

### 2. INSPECTION OF THE CONSIGNMENT AND CONDITIONS OF RETURNING CONSIGNMENT

2.1. The Customer is obligated to inspect the Consignment and make sure that Consignment is not damaged. If the damage to the Consignment is visible on external inspection, it must be immediately noted to the Delivery note. If necessary, the Customer and the Driver will take pictures and the Delivery Note will be marked which articles have been damaged. In this case, the Customer does not have to accept the Consignment and it will be delivered back to MASS Ltd. In this case we don't issue a transport invoice.

2.2. A Claim regarding damage to the Consignment must be submitted to MASS Ltd no later than within 3 working days. The Claim must accurately describe the circumstances and extent of the damage and include photos. According to the damage caused, the claim shall be solved in accordance with the procedure described in the General Conditions (<https://mass.ee/general-conditions>).

2.3. If the Consignment is damaged by Recipient, then damages must be notified to Delivery note with photos and a description of the incident by Driver.

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2.4. If the Receptient damages another Customers Consignment on MASS Ltd truck during unloading, this must be notified by driver to Delivery note and MASS Ltd will issue Claim to Receptient for the damage(s) caused within 3 working days.

2.5. All complaints about the transport service must be submitted within one working day of receipt of the Consignment. MASS Ltd obligated to respond to the claim within 3 working days.

2.6. The Parties will solve any disputes arising in relation to the Service through negotiations. Upon failing to reach an agreement, the dispute will be solved in Harju County Court and according to Estonian laws.