

## **Special Terms and Conditions**

# **Parcels**

#### 1 General information

Special Terms and Conditions for PARCELS apply to the sending of the following products:

- PostNord Parcel Locker
- PostNord Service Point
- MyPack Home
- Insured Items
- PostNord Parcel
- Return products (PostNord Return Pickup, PostNord Return Drop Off, and PostNord Pickup Request)

Hereinafter referred to as "PARCEL(S)".

In addition to the Special Terms and Conditions for PARCELS for any service associated with this, the Nordic Association of Freight Forwarders' General Conditions (NSAB 2015) apply to the extent that NSAB 2015 has not been derogated from in the customer agreement ("Customer Agreement") entered into between the customer ("Customer") and Post-Nord A/S ("PostNord") or by these Special Terms and Conditions.

In particular, it should be noted that any claims against PostNord will be time-barred after one (1) year (Section 28 of NSAB 2015) and that the right of retention and lien (Section 14 of NSAB 2015) comprises both current and previous claims. Claims for delivery of PARCELS, etc., must be honored regardless of the terms of delivery in the agreement (Section 11 of NSAB 2015).

Product-specific requirements are stipulated in a fact sheet for each parcel product, including the countries to which a parcel product can be sent.

"Workday" is defined in the following as Monday to Friday, excluding public holidays, June 5 (Constitution Day) and December 24, as well as intermediate days. "Intermediate days" are single workdays falling between Sundays and public holidays, as well as official non-workdays.

PostNord Parcel Locker and PostNord Service Point solely cover parcels sent by a business sender to a recipient who picks up the parcel from a parcel locker or at the PostNord Parcel Shop. MyPack Home solely comprises parcels sent from a business sender to a private individual. PostNord Parcels solely comprises PARCELS sent from a business sender to a business recipient. A "business sender" or a "business recipient" is defined as a sender or a recipient that is not a private individual. A "private individual" is defined as a natural person primarily acting in a non-work-related capacity.

For a surcharge, products may be sent as Insured Items to Denmark, the Faroe Islands and Greenland. Insured Items are PARCELS sent with a stated value and which PostNord only delivers to the recipient in return for a signature confirming receipt.

PostNord may change the sender's declaration that the consignment is a PostNord Parcel if it follows from PostNord's registrations that the recipient is a private individual. In such cases, PostNord will regard the consignment concerned as a MyPack Home consignment. Thus, the consignment will be covered by the terms set out in the PostNord fact sheet for MyPack and the prices stipulated for MyPack in the Customer Agreement. Furthermore, the consignment will be invoiced as a MyPack Home consignment.

In order to send PARCELS, the sender must have entered into a Customer Agreement to this effect with PostNord.

The service target for domestic PARCELS is next-day delivery as a minimum on workdays between all cities, except to the island of Bornholm, where an additional workday must be expected. For parcels covered by the Danish Postal Act, 97% will be transported in accordance with the service target.

PostNord distributes PARCELS throughout Denmark once a day on all workdays to the address specified by the sender on the PARCEL. PostNord Parcel Locker and PostNord Service Point parcels are made available for collection on workdays, as well as on any Saturdays that are not covered by the exceptions cited above.

Daily delivery services are not provided in the following instances, however:

- to particularly remote or inaccessible sites located in rural areas.
- to island without a fixed link; or
- under special circumstances.

In special cases where delivery is hampered by circumstances at the recipient's address, or where delivery involves a physical or mental risk, PostNord is entitled to decline to deliver PARCELS, due to, for instance, untethered vicious dogs at the delivery address, inadequate gritting/clearing of snow, harassing or otherwise offensive/threatening behavior.

Out of consideration for occupational health and safety, PARCELS are only delivered to construction sites if there is a site hut or other office facility at the entrance to the construction site.

The delivery time for PARCELS to international destinations, the Faroe Islands and Greenland can be seen online at www.postnord.dk.

PARCELS for destinations in Greenland to which there is no shipping service within one (1) month after the PARCEL has been handed over for delivery are forwarded by air. In such cases, a surcharge will be payable by the sender.

### 2 Physical dimensions and weight

The minimum and maximum dimensions of PAR-CELS, as well as the weight limits, are set out in the fact sheet for the individual parcel products. Exceeding the maximum dimensions and weights may trigger charges (see Parcels fact sheet).

PARCELS that are not suitable for automatic machine sorting (cf. PostNord's packaging instructions) will be subject to a special-handling surcharge.

If a PARCEL is submitted for delivery to Denmark or abroad and it exceeds the weight limit or the maximum dimensions of the specific parcel product, the PARCEL will not be delivered to the recipient. The PARCEL will be returned to the sender, usually within one week, and PostNord will charge a fee for the return, in addition to the delivery price. If the scanned weight of a PARCEL to be delivered abroad is less than 35 kg, the amount of the fee charged will correspond to the delivery price. If the PARCEL does not comply with the weight limits or maximum dimensions of the parcel product, PostNord cannot be held liable for the delay, loss or damage of the PARCEL arising from the handling and return of the PARCEL. As general rule, the PARCEL will generally be returned and delivered as a flex delivery to the sender.

If the weight of a PostNord Service Point consignment to Denmark is above 20 kg and up to 35 kg, PostNord will consider the parcel to be a MyPack Home consignment, and in such cases the consignment will be subject to the terms for MyPack Home above 20 kg in these Special Terms and Conditions for PARCELS. In the abovementioned cases, the consignment in question will be invoiced as MyPack Home. The sender will also be charged a conversion fee, in keeping with PostNord's price list in effect at the time in question on www.postnord.dk. In such cases, delivery of the consignment may also be delayed.

# 3 Prices

The prevailing prices, surcharge, taxes and fees for PARCELS are specified in the Customer Agreement, and other price lists on www.postnord.dk. PostNord weights and measures the parcels with certified equipment. The measuring equipment is certified to have a maximum deviation of +/- 20 mm in each direction. The results of this weighing and measuring are used for invoicing. Please note that, as stated in the price list, PostNord is entitled to charge surcharges and fees depending on the PARCEL's size, shape or need for special handling.

PostNord is entitled to charge surcharges and fees in accordance with the Customer Agreement and price lists on www.postnord.dk. The Parcel fact sheet specifies the surcharges and fees that may apply to the individual parcel products.

PostNord may decline to carry a consignment and choose to return it to the sender without refund of the postage paid if the correct price has not been paid for the carriage of the consignment or if it is discovered that the postage label on the consignment has been used previously. Alternatively, PostNord may choose to send an invoice for the insufficient postage to the sender of the consignment. In



such cases, an administrative fee will also be charged.

#### 4 Contents

PostNord will not accept PARCELS for carriage if their format, contents, carriage or storage are in contravention of any legislation, or if they require special arrangements (such as refrigerated articles, perishable foods or other perishable biological material), safety measures or permits.

A PARCEL may, however, contain packaged non-perishable foods (i.e., foods that do not require refrigeration).

Alcohol may only be sent to addresses in Denmark (excluding Greenland and the Faroe Islands).

Tires must be sent as MyPack Home or PostNord Parcel using the Tire service.

The market value of the contents of a PARCEL, regardless of PARCEL product, must not exceed an amount equivalent to DKK 100,000.

Consignments containing money, traveler's checks, credit cards, bearer securities, precious metals (including platinum, gold and silver), precious stones, jewelry, watches, jewels, pearls, furs, rugs, works of art, gift vouchers or tickets, as well as other valuable items whose value exceeds DKK 4,800, must be sent as Insured Items. The value of the contents must not exceed an amount equivalent to DKK 30,000. For Denmark, the Faroe Islands and Greenland, this is done by using Insured Items service. For other countries, this is done by sending the PARCEL as Insured Items via Online Porto or at the PostNord Parcel Shop. Only one Insured Item containing money and/or bearer securities may be sent per day to the same recipient.

Moreover, PARCELS must not contain the following:

- Dangerous goods. Dangerous goods are defined as all substances or materials whose physical or chemical properties may present a hazard to people, animals, the environment (such as production equipment and other consignments), or modes of transport, including any and all articles designated at any time as dangerous goods under the UN Recommendations on Transport of Dangerous Goods, Model Regulations. A limited quantity of dangerous goods may be sent as a PARCEL provided that the Limited Quantity of Dangerous Goods service is selected and that the content's danger class, UN number and quantity (NEM weight) are stated. PARCELS with a limited quantity of dangerous goods may not be sent to a destination where PostNord will have to transport the PARCEL by air.
- Lithium cells or lithium batteries that are not installed in equipment are categorized as dangerous goods and must therefore not be sent as PARCELS. Business customers that have entered into a Customer Agreement with Post-Nord may in certain situations send lithium cells or lithium batteries that are not installed in equipment, if their UN classification allows packaging and shipment in accordance with Chapter 3.3 of ADR, Special Provision 188.

Lithium batteries or lithium cells that are installed in equipment may be sent as PARCELS when special packaging and labeling rules are observed. Additional information is available from PostNord, including information about the countries of destination that do not allow PARCELS containing lithium batteries and lithium cells installed in equipment. A PARCEL may contain a maximum of either four lithium cells installed in equipment, or two lithium batteries

installed in equipment. The content of lithium metal or lithium alloy in cells may not exceed 1 g per cell, and for cells with lithium ions, the maximum is 20 Wh per cell. The content of lithium metal or lithium alloy in batteries may not exceed 2 g of lithium per battery, and for batteries with lithium ions, the maximum is 100 Wh per battery. Lithium cells or lithium batteries installed in equipment must not be sent as a PARCEL in the following instances: 1) if the manufacturer has designated them as inadequate in terms of safety; 2) if they are damaged; or 3) if they have the potential to generate dangerous levels of heat, to cause a fire or to short circuit.

- Knives that require a permit to purchase, possess, carry or use; weapons, weapon parts, soft guns, etc., as well as copies of these; and live/blank ammunition or explosive components.
- Cigarettes, other tobacco products, or illegal intoxicants.
- Urns containing the ashes of the deceased.
- Counterfeit goods and forgeries.
- Objects which due to their nature or packaging could endanger postal workers or which could contaminate or damage other consignments or postal facilities.
- Live animals. PARCELS within Denmark may, however, contain certain invertebrates, such as predatory mites and worms, which do not require special care during transport, and which can handle repeated parcel handling if they are sent as MyPack Home or PostNord Parcel and if the additional service Return Immediately is chosen. The sender must also have entered into a Collection agreement with PostNord, and if this is not possible, consignments containing invertebrates may only be handed in at a Business Drop-Off Point. The sender must ensure that the method of sending the specific invertebrates as a PARCEL complies with animal welfare legislation. It must not be possible for the animals to be harmed.

PARCELS that are found to contain dangerous goods or prohibited articles will be returned to the sender against payment of a fee or will be handed over to the proper authority.

In the event of leakage, emission or other leakage of the contents, PostNord is entitled to hand over the PARCEL to a third party for safe handling, after which the sender is responsible for contacting said third party for the details of an agreement on the delivery of the contents.

It is the sender's responsibility to ensure that the consignment does not violate any sanctions.

### 5 EDI, labels and barcodes

PARCELS to be sent via PostNord must comply with the rules on address labels and barcodes that are in effect at any time.

The sender is required to submit electronic transport orders (EDI) to PostNord for all items in accordance with PostNord's Special Terms and Conditions for EDI.

Address labels and barcode stickers must be placed on the largest surface of the PARCEL. String, tape and the like must not be placed over the barcode, and the barcode must not be folded around the corners of the PARCEL. If packaging is reused, the old barcodes must be removed.

PostNord's official barcode label `>20 kg< (label over/plus 20 kg) must be affixed to PARCELS weighmore than 20 kg. Labels can be ordered via <a href="https://www.postnord.dk">www.postnord.dk</a>. If the PARCEL is to be sent to Sweden, the Heavy service must also be selected.

#### 6 Packaging

The sender must ensure that PARCELS are packaged so that the contents are sufficiently secured and protected during repeated pallet and parcel handling, including automatic machine sorting, and so that the PARCEL is prevented from causing damage or harm to other consignments, PostNord or a third party. For particularly heavy items, bottles, spherical or bar-shaped contents, the PARCEL must be packaged so as to prevent the contents displacing themselves or the consignment during handling and transport. Moreover, the packaging must be sufficiently sturdy and designed in such a way that the contents cannot be accessed without leaving visible traces.

Porcelain, glass, glass bottles and similar fragile objects must be packaged in a sturdy box filled with material that is suitable for protecting the contents, such as polystyrene-foam balls or chips. Senders must ensure that the objects in a PARCEL cannot rub or knock against each other or against the sides of the packaging during transport.

Highly fluid and readily condensable liquids and substances including wine, beer and the like, must be placed in completely leak-proof containers. The individual container must be packaged and placed in a particularly sturdy box containing a protective material that can absorb the liquid in the event of a rupture of the container, and which ensures that the contents will not be damaged during automatic machine sorting.

Technical equipment, including computer equipment, electronic data processing equipment, laser equipment and the like must be sent in a box, packed in close-fitting, molded shock-absorbing material such as polystyrene. The packaging must be adapted to the technical equipment in question to adequately protect said equipment against knocks and to prevent it from moving in relation to the packaging or other objects in the same PARCEL during transport.

Read more about packaging in the Packaging Guide on www.postnord.dk/en concerning how to pack a consignment in the best possible way.

PostNord is under no obligation to check the packaging. If, on collection or handover of the PARCEL, PostNord discovers that the PARCEL is not properly packaged, PostNord is entitled, at its own discretion, either to refuse the PARCEL or to request that the sender sign a certificate stipulating that the PARCEL is being sent at the sender's risk.

### 7 Customs clearance

The sender is responsible for being correctly registered with the customs authorities and for correctly filling in customs documents and prepaying any customs duty to the proper customs authority insofar as this concerns the sending the PARCEL to the recipient, if the PARCEL is to be returned to the sender as a Return Product, or if the PARCEL cannot be delivered to the recipient.

In the case of Return Products or undeliverable PAR-CELS, the sender is to provide customs information for use in customs processing so that the PARCEL can be returned to Denmark. For Returned Products and undeliverable PARCELS from Norway, the sender must use PostNord's Customer Portal to provide the necessary customs information for customs



clearance, unless otherwise agreed. If the sender fails to complete or exchange the necessary customs documents and the PARCEL therefore remains in the possession of PostNord or PostNord's partner, without any possibility of returning it to the sender, PostNord reserves the right to destroy the PARCEL.

In connection with exports from Denmark to countries outside the EU, the sender itself—or a representative—must provide a customs declaration, as well as an export declaration in certain instances. If PostNord does not receive an export declaration, the sender may be ordered to pay for PostNord submitting an export declaration to the Danish Tax Authorities (SKAT) on behalf of the sender.

Some countries outside the EU require customs information to be sent electronically. If the customs information is not sent electronically to PostNord, the sender may be ordered to pay a fee for PostNord entering the information on the sender's behalf. The price for this service is specified in the PostNord price list in effect at the time in question on www.postnord.dk. In the event that the PARCEL is to be sent to Norway, and the sender is registered in Norway under the VOEC scheme, the VOEC service must also be selected. The terms and guidelines for the use of the VOEC scheme are set out in the factsheet for Exports to Norway.

As a general rule, customs clearance is paid by the sender, while customs duties and VAT are paid by the recipient. If the recipient defaults on payment on the due date, the sender may be invoiced for the sum in question.

Customs clearance may concern individual PARCELS or be performed jointly for multiple PARCELS in one consignment.

In connection with export consignments with total customs clearance to countries outside the EU, senders must have an agent or other representative who handles the customs clearance and who can be charged customs duties, VAT and any special duties for all PARCELS in the consignment. The agent/representative must be a VAT-registered legal entity with customs credit in the country of destination.

## 8 Handover/collection

PostNord Parcel and MyPack parcels are collected by PostNord if an agreement to this effect has been concluded, or if these can be handed over at a PostNord Parcel Shop in accordance with PostNord's instructions. PostNord Parcel and MyPack parcels weighing more than 20 kg may only be handed over to a Business Drop-off Point. PostNord Parcel Shop, Business Drop-off Points and Parcel Locker Terminals are emptied of received PARCELS on all workdays. Insured Items are handed over at a PostNord Parcel Shop. The PARCEL must be handed over to PostNord Parcel Shop staff who scan the consignment and send an electronic receipt to the sender documenting that the consignment has been handed over.

Senders using the PostNord Return Drop Off service must ensure that a receipt is issued for handover to PostNord in the event that a complaint is subsequently filed.

The sender of a PostNord Return Pickup can, if the original sender allows it, have the return parcel picked up without contacting persons at the adress. PostNord assumes responsibility for the return parcel when PostNord makes a pickup scan.

PostNord does not collect PostNord Return Pickup consignments weighing more than 20 kg. These must instead be handed over at the closest Business Drop-off Point.

#### 9 Delivery

#### 9.1 Denmark

#### 9.1.1 Delivery to the recipient address

### MyPack Home and Parcel

As a general rule, MyPack Home and PostNord Parcel are delivered to the recipient's mailbox.

If the dimensions and weight of the consignment prevent delivery to the mailbox, MyPack Home will be handed over to the recipient or an adult at the address who appears authorized to accept consignments (see below, however). If a recipient company operates its business from the owner's private residence, MyPack Home I may also be delivered to an adult member of the owner's household. The Post-Nord parcel is handed over to the recipient in return for a receipt.

PostNord may also contact the recipient by phone to agree on the details for the delivery of a consignment.

A PARCEL is delivered upon request at the recipient address, provided that it has been sent by Flex Delivery or an agreement has been entered into with the recipient to this effect, such as Recipient Flex or FlexChange.

Flex Delivery is an add-on service in which the recipient enters into an agreement for the placement of PARCELS at the recipient's address without anyone at the address having to be contacted. For PARCELS up to 20 kg, this service is contingent on the recipient having consented to this. After delivery, responsibility for the PARCEL is transferred to the sender. PARCELS weighing more than 20 kg and PARCELS containing tires will always be delivered using Flex Delivery.

Recipient Flex is a scheme in which the recipient has entered into an agreement with PostNord on the placement of the recipient's PARCELS without anyone at the address having to be contacted. The recipient is responsible for ensuring that PostNord may lawfully deliver a PARCEL at the agreed place.

FlexChange is a service whereby the recipient may redirect a PARCEL that is in route by granting Post-Nord one-off authorization either to deliver the parcel at an agreed place at the recipient's address or deliver the PARCEL to a specific PostNord Parcel Shop.

For Flex Delivery, Recipient Flex, FlexChange, delivery in the recipient's mailbox or via a parcel locker terminal, as well as pursuant to oral agreements on placement at the recipient address, PostNord's delivery scan constitutes documentation of delivery. For detailed rules on delivery and liability, see the fact sheets for Delivery (Delivery of Parcels) and for Parcels.

Insured items and consignments with Signature Assurance

Parcels for which the sender has purchased Insured Items cover or Signature Assurance will be handed over in return for the signature of the recipient.

### Return products

As a general rule, PostNord Return Pickup, PostNord Return Drop Off and PostNord Pickup Request are generally handed over in return for the signature of the recipient, unless the recipient has signed up for Recipient Flex.

# 9.1.2 Pick up at service points

# MyPack Home and Parcel

If a MyPack Home or PostNord Parcel cannot be delivered as described above, PostNord will notify the recipient cf. section 10 or by letter. The PARCEL will be set aside for retrieval at a PostNord Parcel Shop. However, consignments weighing more than 20 kg and PARCELS containing tires will be placed for pickup at a Business Drop-off. The notification must be presented upon pick-up. A forwarded notification is deemed equivalent to authorization having been given to the person in question to pick up the consignment.

The person picking up the consignment must provide identification unless the recipient of the parcel has validated their identity in the PostNord app using their MitID, in which case the QR code in the PostNord app must be shown by the person picking up the parcel.

The deadline for picking up a MyPack Home or Post-Nord Parcel is fourteen (14) days. The final pick-up date will be stated in the notification. The pick-up period cannot be extended.

PostNord Parcel Locker and PostNord Service Point

For PostNord Parcel Locker and PostNord Service Point, the sender is required to specify at which PostNord Parcel Shop or parcel locker terminal the PARCEL is to be placed for pick-up.

If there is no available capacity at the PostNord Parcel Shop or in the selected parcel locker terminal or on the day of delivery, the PARCEL will set aside for pick-up at a (different) PostNord Parcel Shop.

When a PostNord Parcel Locker or PostNord Service Point is ready for pick-up, PostNord will send notification to this effect to the recipient (see section 10).

The following pick-up options are available:

Parcel Locker: For pick-up at a Parcel Locker Terminal the two PIN codes sent are to be used as identification. The PARCEL will be delivered to the person who is possession of the two PIN codes when picking up the consignment. The recipient is responsible for storing the PIN codes securely so that they do not fall into the hands of unauthorized persons.

- Local Parcel Locker: pick-up at a Local Parcel Locker requires the recipient to have installed the PostNord app on a smartphone, because the Local Parcel Locker is unlocked from the app via Bluetooth.
- PostNord Parcel Shop/Business Dropoff: to pick up a PARCEL from a Post-Nord Parcel Shop or Business Dropoff, notification must be presented. Forwarded notification is deemed equivalent to authorization having been given to the person in question to pick up the PARCEL. The person picking up the consignment must provide identification unless the recipient of the parcel has validated their identity in the PostNord app using their MitID, in which case the QR code in the PostNord app must be shown by the person picking up the parcel.

The deadline for picking up PostNord Parcel Locker and PostNord Service Point services is seven (7) days. The final pick-up date will be stated in the notification. The pick-up period cannot be extended.

For PostNord Collect In-store, PostNord delivers the PARCEL to the store in question, which takes care of delivering the consignment to the recipient. PostNord's responsibility for the consignment ceases once the PARCEL has been delivered to the store. See the Collect In-store fact sheet.

<u>Insured items and consignments with Signature Assurance</u>

Parcels for which the sender has purchased Insured Items cover or Signature Assurance may only be



handed over to the recipient to whom the consignment is addressed, meaning that no one else may be authorized to pick up the consignment on behalf of the recipient. The notification and identification must be presented upon pick-up.

Insured items and consignments with Signature Assurance must be picked up within 14 days. The final pick-up date will be stated in the notification. The pick-up period cannot be extended.

#### 9.1.3 Return to sender

If PostNord is unable to deliver a PARCEL to the recipient, or if the deadline for a possibly issued notification has expired, the PARCEL will be returned to the sender. The PARCEL will be returned at the sender's expense.

#### 9.2 Abroad

PARCELS for international destinations, the Faroe Islands and Greenland will be delivered and made available for pick-up pursuant to the regulations of the country of destination. For further details on the delivery of PARCELS in Sweden, Norway, Finland and other EU countries, see the Delivery factsheet.

If it is not possible for a PARCEL to either be delivered to a recipient or to be made available for pickup, or if the deadline for an issued notification has expired, the PARCEL will be returned to the sender. The PARCEL will be returned at the sender's expense.

#### 9.3 Permanent change of address

If the recipient has moved, the PARCEL will be returned to the sender with the information "Recipient unknown at the address". Such parcels will be returned at the sender's expense.

## 9.4 Undeliverable parcels

Undeliverable PARCELS are handled by PostNord pursuant to provisions laid down in Section 6 of Executive Order No. 1651 of December 12, 2023, on Postal Services and Postal Service Providers.

# 10 Notification

### 10.1 <u>Definition</u>

Notification is a message sent to the recipient stating that a PARCEL is on its way and/or that a PARCEL has now arrived at a specified delivery location.

Notification may take the form of text message notification, email notification or notification in the PostNord app.

Text message notifications are sent to recipients in the period 6:30 am – 9:30 pm, and app and email notifications are sent 24 hours a day.

Notifications are generated on the basis of a scan done by PostNord.  $% \begin{center} \end{center} \begin{center} \end{center}$ 

### 10.2 Recipient information

The sender of a MyPack or PostNord Return Pickup consignment must state the recipient's email address and/or cell phone number.

## 10.3 <u>Trustpilot</u>

If the sender has chosen email notification, the sender accepts that PostNord may also use the recipient's name and email address to send a separate email to the recipient with an invitation to submit a review of PostNord's delivery service. This email will be sent by Trustpilot on PostNord's behalf.

# 10.4 Compensation

Section 11 applies to PARCELS sent with notifications. However, PostNord will not be liable for the

contents, delay or non-receipt of the notification, regardless of the reason for this. No claim of any kind may be brought against PostNord for notifications.

#### 11 Liability

#### 11.1 PostNord's liability

PostNord's liability for damages with regard to PAR-CELS is governed by NSAB 2015 with the exemptions that follow from the Customer Agreement and these Special Terms and Conditions as well as postal legislation.

PostNord will pay compensation for MyPack Collect and MyPack Home up to 20 kg and for Insured Items sent to international destinations, the Faroe Islands and Greenland under the rules of the Universal Postal Convention and related provisions, but with a higher compensation limit (see section 11.1.2).

The basis of liability for domestic PARCELS follows from the rules of NSAB 2015 (Sections 15ff), provided that the rules on compensation therein put the sender in a more favorable position than the rules in the Individual Authorization.

Compensation will only be paid if proper documentation of the claim is provided.

PostNord does not pay compensation for PARCELS that fail to comply with the weight limits or the maximum dimensions for the specific parcel product, cf. section 2.

#### 11.1.1 Compensation for delay

PostNord is not liable for compensation in case of delayed collection. Thus, in the absence of any specific agreement to the contrary, Sections 7, 15 and 19 of NSAB 2015 will not apply to the collection of PARCELS.

PostNord is solely liable for ensuring that domestic PARCELS arrive within a reasonable time (without a time guarantee) (see Section 7(1) of NSAB 2015). Section 19B of NSAB 2015 concerning time guarantees will consequently not apply.

PARCELS sent to destinations in Denmark where delivery is not made on a daily basis (see section 1) will not, however, be deemed as delayed unless the actual carriage time exceeds the time that can reasonably be expected under normal circumstances.

In special cases, PostNord may require the sender to obtain a written declaration from the recipient that a PARCEL was delayed.

Compensation will only be paid for the sender's documented financial loss, and compensation cannot exceed an amount equivalent to the price charged for carrying the delayed PARCEL, excluding surcharges for any services. The recipient is not entitled to compensation for delay.

In addition to the grounds for exemption from liability that follow from NSAB 2015, PostNord will not pay any compensation for delay in force majeure situations as described in detail in the Customer Agreement, nor for situations in which delivery of the PARCEL to the recipient has not been possible or has been associated with risk (see section 1).

Under no circumstances will compensation be paid for delay of PARCELS sent to international destinations, the Faroe Islands and Greenland.

### 11.1.2 Compensation for loss and damage

PostNord will only pay compensation for loss of the PARCEL if it has been scanned by PostNord.

PARCELS which are sent by Flex Delivery, or which have been delivered in the recipient's mailbox or which, by arrangement with the recipient (such as Recipient Flex or FlexChange) have been delivered

by being left at the recipient's address will be regarded as received once the PARCEL has been scanned as delivered by PostNord. After any such delivery/handover, PostNord cannot consequently be held liable for any loss or deterioration of, or damage to, the PARCEL.

Delivery of a PARCEL to a person other than the one to whom PostNord is entitled to hand over the PARCEL is equated with loss if the PARCEL is not subsequently received by the appropriate recipient.

Compensation for loss, deterioration or damage to PARCELS is determined in accordance with the regulations laid down in NSAB 2015.

If the consignment is being sent as part of a transaction, compensation is payable on the basis of the purchase price of the product (invoice value minus the mark-up and VAT). If documentation of the actual profit mark-up is not available, the value will be determined on the basis of an ordinary estimated mark-up. If the parcel does not contain a commercial product, the value of the PARCEL will be set at the market price for or the usual value of objects of the same type and condition, e.g. corresponding second-hand objects. Under no circumstances will compensation be payable for antique value, sentimental value or loss of profit (see Section 17 of NSAB 2015).

Compensation for damage is paid in an amount equivalent to the loss of value, as the sender is responsible for proving that the contents of the PARCEL have no residual value, if this is indeed the case. No compensation will be payable if the PARCEL was insufficiently packaged.

The compensation payable cannot exceed DKK 4,800 per PARCEL, however.

For full or partial loss, impairment or damage to/of one or more consignments of a sender's PARCELS, or parts thereof, the sum of the individual compensation arising from the same incident may not exceed DKK 30,000. Thus, the total compensation payable to the sender for an incident cannot exceed this amount.

Payment of compensation for the loss of mobile phones, computer equipment, other electronics and watches is contingent on the sender providing Post-Nord with the IMEI number or serial number of the lost equipment. If the sender does not meet this requirement, the sender is unable to obtain compensation.

For Insured Items, the compensation may not exceed an amount equivalent to the value stated on the consignment. If the Insured Item contains bearer securities, this will be calculated on the basis of the current value of the document. If a value is not specified for the document, or if the value stated in the document does not represent the current value, the sender must specify a value equating to the commercial value represented by the document. PostNord may request the sender to provide documentation of the commercial value stated by the sender. If a PARCEL, due to its contents, should have been sent as an Insured Items in accordance with these Special Terms and Conditions, and it has not been sent as an Insured Items, PostNord is entitled to completely reject liability to pay compensation for loss or damage.

PostNord may require an auditor's statement as documentation of the sender's claim for compensation.

Payment of compensation for full or partial loss or deterioration may be contingent on the recipient signing a statutory declaration that the recipient has not received the PARCEL or the contents in question.

Compensation is payable to the sender, regardless of whether the recipient may bear the forwarding



risk. If the PARCEL is received by the addressee, compensation may be paid in full to the addressee as well, however.

If PostNord has paid compensation for the full loss of the sender, ownership of the contents of the PAR-CEL will be transferred to PostNord.

#### 11.2 Complaint periods

Complaints must be filed within the deadlines stated in NSAB 2015. This means that complaints concerning visible damage must be filed immediately, and complaints concerning non-visible damage/loss must be filed within seven (7) days, cf. Section 27 of NSAB 2015. For other types of claims, a complaint must be filed within fourteen (14) days from when the sender became aware of or should have become aware of its claim.

In addition to NSAB 2015, a complaint must have been filed in any case—including in the event of total loss no later than six (6) months after the PARCEL was handed over to PostNord. If a complaint is not filed within the deadline, the claim will be forfeited.

Complaints must be filed with PostNord. For further information on complaints, see www.postnord.dk.

#### 11.3 Period of limitation

Pursuant to NSAB 2015, claims against PostNord will be time-barred after one (1) year.

#### 11.4 Sender's liability in damages

If the consignee bears the risk of a shipment, the consignor is obliged to inform the consignee in advance of the conditions of carriage in accordance with these Terms and Conditions.

The sender is obliged to indemnify PostNord for any loss and any cost incurred by PostNord, including claims brought by a third party against Post Nord as a result of the following:

- PostNord is ordered to pay compensation to a recipient or third party and said compensation exceeds the compensation that PostNord would have been obliged to pay to the sender under these Special Terms and Conditions, provided that the sender had been entitled to compensation.
- the contents or packaging of a PARCEL does not comply with the requirements for contents and packaging in these Special Terms and Conditions, including the requirements of sections 4 and 6, or
- A PARCEL is detained by customs authorities if the detention is due to acts or omissions of the sender, including the requirements in section 7.

Moreover, the sender is liable for damages pursuant to the rules of NSAB 2015.

### 12 Other

# 12.1 Right of disposal

For PARCELS to addresses in Denmark and a number of other countries of destination, the sender is entitled to request that the PARCEL be returned or delivered to a different recipient until the PARCEL has been delivered to the recipient stated on the PARCEL. PostNord cannot guarantee that the PARCEL can be stopped if, for example, it is handed over to a different carrier outside Denmark. For Return Products, only the original sender (payer of carriage) has the right of disposal to the PARCEL after handing it over to PostNord.

PostNord does not refund the price of returned PAR-CELS. If the sender exercises the right of disposal, PostNord is entitled to charge a fee in addition to the price of the return consignment or for redirection to the new address for forwarding the request for the changed delivery, as well as any non-canceled duties, charges and fees.

#### 12.2 Confidentiality and the opening of mail

PostNord treats any information concerning the sender's use of postal services as confidential.

In cases in which it has not been possible to find the addressee or sender, or in cases in which it may be necessary to establish the extent of, or minimize any damage to the PARCEL, a PARCEL may be opened by PostNord without a court order, cf. Section 12(1) of the Danish Postal Services Act (Postloven).

#### 12.3 Duty of disclosure

Certain PostNord products are exempt from VAT.

Out of consideration for the settlement of price and VAT, the sender undertakes to specify which type of consignment is involved, and this must be done in accordance with the PostNord guidelines for the use of consignment notes and barcode labels. PostNord carries out random checks of compliance with these guidelines.

If the sender has not provided correct information, PostNord is entitled to rectify the situation by either subsequently charging the correct VAT to the sender or by issuing a credit note pursuant to the rules of the Danish Value Added Tax Act. PostNord is also entitled to charge a fee of DKK 100 in connection with the handling of such errors.

PostNord will also have a right of recourse for any claim that the Danish tax authorities may bring against PostNord as a result of the error.

### 12.4 <u>Customer enquiries and Complaints</u>

The PostNord Customer Service can be contacted via the Customer Portal, PostNord app or PostNord's website  $\underline{www.postnord.dk}$ 

If a sender or recipient wishes to complain about PostNord's delivery of a PARCEL, the complaint must be submitted to PostNord, Customer Service via Customer Portal or PostNord's website.

Such complaints must be submitted within six (6) months of the PARCEL having been handed over for delivery. As regards claims for compensation, see the deadlines for complaints set out in section 11.2.

Customer Service will process the complaint within one month of receiving the complaint, unless special circumstances apply.

The decision of the Customer Service department may be appealed to the PostNord Complaints Review Service, Hedegaardsvej 88, DK-2300 Copenhagen S. The Complaints Review Service may also provide complaint guidance in certain cases.