Special Terms and Conditions

Delivery, Collection and EXTRA Collection (Transportation Services)

General information

These Special Terms and Conditions apply to Delivery, Collection and EXTRA Collection (collectively referred to as "Transportation Services"), whenever an agreement has been entered into between Post-Nord A/S ("PostNord") and the customer ("Customer").

In addition, the General Provisions of the Nordic Association of Freight Forwarders (NSAB 2015) apply to the extent that NSAB 2015 has not been derogated from in the Customer Agreement nor by these Special Terms and Conditions.

Transportation Services are only carried out on workdays.

Unless otherwise expressly stated, "workdays" are defined as Monday to Friday, excluding public holidays, June 5 (Constitution Day), December 24, and all bridging days. Bridging days are single workdays falling between Sundays and public holidays as well as official non-workdays.

Consignments will not be collected or delivered on December 31 (New Year's Eve).

1.0 Delivery

1.1 Definition of delivery

PostNord delivers the Customer's consignments that are transported by PostNord. The consignments are delivered to the address and within the time period specified in the Customer Agreement. PostNord may alter the time period by giving four (4) weeks' written notice. Consignments are delivered in accordance with the respective Special Terms and Conditions for the type of consignment concerned.

1.2 Conditions

Delivery takes place between 8:00 am and 10:00 am within a specified time period as is apparent from the Customer Agreement's Transportation Services appendix. The time period is set by PostNord and as a rule is sixty (60) minutes.

Delivery outside this time period will be invoiced as "Special Transport (Delivery)", according to the detailed definition in clause 1.3.

The Customer is obliged to make sure that PostNord will be able to deliver the consignments to the address specified in the Customer Agreement within the specified time period, including that staff will be present who are able to receive the consignments, or that access will be provided to deliver the consignments to the place designated by the Customer.

Where circumstances at the Customer prevent Post-Nord from delivering the consignments within fifteen (15) minutes after the end of the time period set out for delivery in the Customer Agreement, PostNord will be entitled to demand payment for the delay and any extra transport caused by the fact that the consignments could not be delivered during the agreed time period.

Payment for delays will be based on the price for EXTRA Collection specified on PostNord's price list in force at any time. Payment will be charged per half hour as a minimum and subsequently for each fiveminute time interval or any part thereof.

Consignments are deemed handed over to the Customer when they are physically delivered to the Customer or the Customer's staff, delivered to the Customer's mailbox or delivered to a place designated by the Customer (such as in a box set up by the Customer for this purpose).

1.3 Special Transport (Delivery)

"Special Transport (Delivery)" is defined as:

- 1.3.1 Delivery outside the time period from 8:00 am to 10:00 am;
- 1.3.2 Delivery on Saturdays, Sundays and public holidays;
- 1.3.3 Delivery to islands without a fixed link; and
- Delivery in which the Customer's volume of consignments constitutes more than four (4) pallet spaces.

2.0 Collection

2.1 Definition of Collection

PostNord collects the Customer's consignments conveyed by PostNord. The consignments are collected at the address and within the time period specified in the Customer Agreement's Transportation Services appendix. Collection is available in two variants: "Afternoon Collection" and "Day Collection".

Afternoon Collection usually takes place between 2:00 pm and 6:00 pm on workdays within the time period specified in the Customer Agreement's Transportation Services appendix. As a rule, the time period is determined by PostNord, but in some cases it is possible, for an additional payment, to agree on a time period that differs from the set time period. PostNord may alter the time period by giving four (4) weeks' written notice. For Afternoon Collection, up to four (4) pallet spaces can be conveyed. In cases where collection is scheduled after 6:00 pm, an additional day will be added for the distribution of Quick Letters, Letters, Magazines, Tracked Letter DK, Registered Letters and Letters with a Return Receipt. This option is also possible before 6:00 pm, if the customer has agreed, for an additional payment, on a time period that differs from the set time period.

Day Collection takes place between $8{:}00$ am and $4{:}00\ \text{pm}$ on workdays. For Day Collection, consignments of up to one cubic meter (1m^3) can be conveyed.

2.2 Conditions

For Afternoon Collection, the Customer is obliged to make sure that PostNord will be able to collect the agreed consignments within the specified time period at the specified address, including that Post-Nord is in possession of any keys and/or access cards required for this. Collection takes place as close to the main entrance of the address as possible, possibly at a reception area, as PostNord does not go further onto the premises at the address for Collection. The customer is also obliged to ensure that staff will be present who can provide the necessary assistance in connection with the Collection, including assistance in providing technical equipment and including the loading of parcels weighing more than twenty (20) kg that are not packed in postal containers.

If the consignments are not ready for collection within fifteen (15) minutes after the Collection starting time agreed in the Transportation Services appendix, PostNord will be entitled to claim payment for the delay and any extra collections caused by the failure to have the consignments ready for collection at the time agreed.

Payment for delays and EXTRA Collection will be invoiced pursuant to PostNord's list price for EXTRA Collection in force at any time. Payment will be charged per half hour as a minimum and subsequently for each five-minute time interval or any part thereof.

For Day Collection, the same terms apply, yet only the consignments that are ready at the time of collection will be collected. PostNord is under no obligation to wait while additional consignments are being prepared. PostNord reserves the right to refuse to collect all consignments in the event this is not practically possible and if quantities or volumes exceed what has been agreed.

Quick Letters, Letters and Tracked Letters DK must be separated.

Registered Letters and Letters with a Return Receipt may be handed over for carriage in connection with the collection, provided that the Customer has affixed a label to the consignments. If the Customer wishes to receive a receipt for the handover of the consignments, these must be accompanied by a receipt form or included in a special receipt list. Parcels must be divided up in accordance with Post-Nord's instructions, which are found on <u>www.postnord.dk</u>. A consignment will be regarded as handed over to PostNord when it is physically handed over to PostNord at the collection address.

2.3 Special Transport (Collection)

"Special Transport (Collection)" is defined as:

- 2.3.1 Collection outside the time period from 2:00 pm to 6:00 pm, which is not Day Collection;
- 2.3.2 Collection on Saturdays, Sundays and public holidays;
- 2.3.3 Collection from islands without a fixed link;
- 2.3.4 Collection in which the Customer's volume of consignments constitutes more than four (4) pallet spaces; and
- 2.3.5 EXTRA Collection which exceeds four (4) additional pallet spaces, compared to what was agreed.

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3.0 Collection from Box

3.1 Definition of Collection from Box

The Customer can enter into an agreement on "Collection from Box" and have its consignments picked up from a box (the "Box") that has been lent by PostNord to the customer.

The Special Terms and Conditions for Collection listed in clause 2 similarly apply to Collection from Box, subject to the changes below.

3.2 Time period for Collection from Box

Collection from Box takes place in an extended period of at least two (2) hours in the time period specified in the Customer Agreement's Transportation Services appendix.

3.3 Provision and installation of the Box

The Box is lent free of charge by PostNord and must be returned to PostNord without delay in the event that the Collection from Box agreement ends.

The Box must be placed in an easily accessible outdoor location, the details of which are agreed when entering into the Customer Agreement. If the Box is not easily accessible to PostNord, consignments will not be collected.

3.4 Use

The Customer is responsible for keeping the Box locked with a padlock or similar security device.

Only the Customer and PostNord may have access to the Box.

The lent Box may only be used for PostNord's collection of consignments.

Registered letters and letters with a Return Receipt may be placed for Collection from Box, provided that the Customer has affixed a label to the consignments. If the Customer wishes to receive a receipt for the letters, the letters must be accompanied by a certificate of posting form or included in a special receipt list.

If the above requirements are not met, consignments will be treated as Letters.

A consignment is regarded as handed over to Post-Nord when it has been collected from the Box by PostNord.

The Customer is not under an obligation to make staff available who can provide the necessary assistance in connection with the pick-up.

Due to the outdoor location of the Box, the Customer must be aware of whether consignments can be affected by wind and weather and take the necessary steps to safeguard the consignments. Post-Nord cannot be held liable for any damage to the consignments.

4.0 Collection of trailer or towed vehicle

If it is specified in the Customer Agreement's Transportation Services appendix that the collection of consignments is done by means of the placement and collection of a trailer or towed vehicle, the following also applies to the collection:

PostNord places an empty trailer or towed vehicle at the collection address specified in the Customer Agreement and at the same time picks up a full trailer or towed vehicle with consignments, which, according to the Customer Agreement's Transportation Services appendix, must be picked up. Placement and collection take place in accordance with what is specified in the Customer Agreement's Transportation Services appendix. The Customer is responsible for loading and packing the trailer or towed vehicle with postal containers, tray carriers, postal cages, loose yellow trays or pallets containing consignments that are to be collected. The Customer is obliged to indemnify Post-Nord for any loss that PostNord or a third party might incur as a result of the manner in which the Customer has loaded or packed the trailer or towed vehicle.

The consignments will not be regarded as handed over for carriage to PostNord until the time at which PostNord, or a third party on behalf of PostNord, collects the consignments and begins to transport the trailer or towed vehicle. The Customer must keep the trailer or towed vehicle locked and make sure that, upon collection, the trailer or towed vehicle is unlocked, opened and relocked together with the driver.

5.0 EXTRA Collection

5.1 Definition of EXTRA Collection

EXTRA Collection is defined as a type of collection that can be ordered by Customers who have already entered into a Customer Agreement regarding Collection and by other PostNord Customers who have entered into a Customer Agreement concerning a PostNord product other than Collection.

5.2 Conditions

EXTRA Collection is ordered online via <u>www.post-nord.dk/transportbestilling</u> or by phoning Post-Nord's transport division.

In the event that Customers with a Customer Agreement on Collection order EXTRA Collection no later than 4:00 pm on the workday before the EXTRA Collection concerned, this will be done at no additional charge. This does not apply to Day Collection, however.

If the order is placed after 4:00 pm on the workday before (or on the actual day of collection), the Customer will be invoiced for EXTRA Collection, pursuant to PostNord's list price in force at any time.

Customers who have not entered into a Customer Agreement on Collection will be invoiced according to the list price for EXTRA Collection in force at any time, regardless of when the order is placed.

For EXTRA Collection, PostNord will make available four (4) additional pallet spaces for transport compared to what was agreed.

EXTRA Collection that goes beyond these four (4) pallet spaces will be deemed Special Collection. In this instance, a separate price will be calculated for the trip in question regardless of the type of collection and regardless of whether the order was placed the day before at 4:00 pm.

EXTRA Collection takes place on workdays. The collection of consignments on Saturdays, Sundays and public holidays falls outside the definition of EXTRA Collection, and is deemed Special Collection, which must be agreed and invoiced separately.

PostNord reserves the right to refuse to effectuate an order for EXTRA Collection.

6.0 Payment

6.1 Payment for Delivery

The Customer is obliged to pay a fixed price at the end of the month for Delivery.

6.2 Payment for Collection

Collection is invoiced as either a fixed price at the end of a month or as part of the parcel price. This

will be specified in the Customer Agreement's Transportation Services appendix.

If payment for Collection is included in the parcel price, the Customer can include a maximum of ten (10) yellow letter trays per collection. If more than ten (10) letter trays need to be picked up, the Customer must pay for one (1) additional Collection, equivalent to the monthly fixed price pursuant to PostNord's list price in force at any given time.

6.3 Payment for Special Transport

For Special Transport (Delivery and Collection), the price of each individual transportation service will be calculated separately. The transportation service will be invoiced as either a fixed monthly price at the end of a month; as part of the parcel price; or, in some cases, as a one-off payment.

7.0 Packaging

Unless otherwise agreed, the Customer packs the consignments in postal containers, on tray carriers, in postal cages, in loose yellow trays or on pallets. The consignments must be divided up in accordance with PostNord's instructions.

Pallets for Norway must comply with the international conditions for the treatment of unprocessed wood for the production of packaging.

Each individual pallet must be securely shrinkwrapped or similar, unless otherwise agreed.

The Customer is responsible for the proper packaging of postal containers, tray carriers, postal cages, loose yellow trays or pallets, which includes that the contents are securely lashed or fastened together, and that the contents—if required—are packed so as to be sufficiently protected to withstand normal freight forwarding, and to prevent the consignments or their contents from causing damage or injury to other consignments, PostNord or a third party.

PostNord is not obliged to check the packaging or how postal containers, tray trucks, postal cages, loose yellow trays or pallets are packed. In the event that, upon collection, PostNord discovers that the consignments are not properly packaged or packed, PostNord is entitled to refuse to collect the consignments.

PostNord lends equipment (postal containers, tray carriers, postal cages, loose yellow trays or pallets) to the Customer free of charge. The equipment will be delivered to the Customer at the collection address specified in the Customer Agreement at the same time as the collection. Lent equipment may only be used for the carriage of consignments with PostNord and must be returned without delay to PostNord in case the agreement on collection ends.

At collection, PostNord will usually place equipment that is equivalent to the equipment being collected, but with due consideration for the volume to be collected as notified by the Customer for the subsequent day of collection.

8.0 Delivery of additional equipment

PostNord will only lend and deliver additional equipment (postal containers, tray carriers, postal cages, loose yellow trays or pallets) if an order for the equipment has been received by the company no later than 4:00 pm on the workday before the requested delivery of the equipment. The equipment will be delivered to the Customer at the collection address specified in the Customer Agreement.

The delivery of additional equipment pursuant to this clause requires that a Customer Agreement for collection has been entered in advance. Where no agreement on collection has been entered into, the Customer will be charged for the delivery of the equipment.

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9.0 Processing of personal data

Further details on PostNord's processing of personal data and on the rights of the data subjects whose personal data is being processed are found in our privacy policy at www.postnord.dk/personlige-oplysninger.

10.0 Liability

For Delivery (see clause 1), PostNord accepts liability for the delivered consignments until they have been handed over to the Customer.

For Collection, (see clauses 2–4) and EXTRA Collection (see clause 5), PostNord is responsible for the collected consignments from the time they are regarded as handed over to PostNord. However, Post-Nord does not become liable for the loss of parcels until a parcel is scanned at PostNord, regardless of whether the parcel is first scanned upon arrival at PostNord's terminal.

For Delivery, Collection, Special Transport (Delivery and Collection) and EXTRA Collection, PostNord is liable solely pursuant to the provisions on liability that apply to the carriage of the type of consignment concerned in accordance with PostNord's Terms and Conditions.

Accordingly, the only relevance of the agreement on Delivery, Collection, Special Transport (Delivery and Collection) or EXTRA Collection in relation to Post-Nord's liability to pay damages is that the consignments are deemed handed over to the Customer or handed over to PostNord at the times specified in clauses 1.2, 2.2, 3.4 and 4.

If, however, Collection or Delivery is delayed by more than fifteen (15) minutes in relation to the end of the time period specified in the Transportation Services appendix, owing to circumstances at Post-Nord, PostNord will, upon request, reimburse the Customer in an amount (not subject to VAT) of DKK 200. PostNord accepts no liability for any delays in force majeure situations, as described in detail in the Customer Agreement or in the PostNord General Terms and Conditions for the Customer Agreement.

No reimbursement will be payable as a result of delay in the period between December 15 and December 31, during which Delivery and Collection delays must be expected in relation to the time period specified in the Customer Agreement's Transportation Services appendix.

Any claim for reimbursement arising from a Delivery or Collection delay must be submitted in writing by the Customer no later than twenty-one (21) days after the Delivery or Collection concerned was made. Any and all claims filed against PostNord after the stated deadline will be forfeited.

In the event that a key entrusted to PostNord is lost, PostNord will reimburse the direct costs of manufacturing a new one. Indirect costs—for the replacement or recoding of locks, codes or similar, for example—will only be reimbursed if PostNord considers this necessary in the specific case.

11.0 Complaint periods

Complaints must be made within the deadlines specified in NSAB 2015, unless otherwise specifically stated in these terms and conditions. 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.

Besides the provisions of 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 consignment 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 postnord.dk.

12.0 Period of limitation

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

13.0 Customer enquiries

All customer enquiries, including complaints, are processed by PostNord, Customer Service.