

DIRECT MAIL

POST DANMARK A/S

GENERAL TERMS AND CONDITIONS FOR DIRECT MAIL APPLICABLE FROM 1 JANUARY 2017

GENERAL INFORMATION

These General Terms and Conditions apply to the distribution of Direct Mail (DM). The General Terms and Conditions are prepared in conformity with the rules laid down in the Postal Services Act (Act No. L1536 of 21 December 2010) and relating provisions.

Direct Mail (DM) are letters handed over to Post Danmark for carriage to recipients in Denmark (excluding the Faroe Islands and Greenland), cf. the terms and conditions below.

Postal distribution of Direct Mail (DM) is provided on all weekdays. Unless otherwise explicitly stated, weekdays are Monday to Friday, excluding public holidays, 5 June (Constitution Day), 24 December and certain days in between holidays.

Where the terms and conditions are the same for Direct Mail (DM) and Domestic Letters, these General Terms and Conditions will refer to the General Terms and Conditions for Domestic Letters.

DIRECT MAIL (DM), STANDARD AND LARGE LETTERS

CONDITIONS FOR SENDING DIRECT MAIL (DM)

Senders of Direct Mail (DM) must have entered into a Customer Agreement with Post Danmark on the carriage of Direct Mail (DM), just as the following conditions must be fulfilled:

- 1 A consignment handed over for carriage must contain at least 3,000 identical items (same format and weight). Weight deviations of up to 20 grams are admitted within the same weight category. It is possible to pay for a minimum of up to 3,000 items, which means that payment always will be charged for at least 3,000 items even if only 2,450 items, for example, are handed over for carriage.
- 2 The layout as Direct Mail (DM) of each individual consignment for distribution must have been approved by the local sales manager of Post Danmark.
- 3 No later than at the time of posting the items, a physical copy of each version of the items must be submitted to Post Danmark, cf. fact sheet on the Direct Mail product.
- 4 The items must be from the same sender and be provided with sender details (name and address).
- 5 Posted as standard letters and large letters, the items must be suitable for mechanical processing, unless the sender has opted for purchase of the additional 'Manual Processing' service.
- 6 Items suitable for mechanical processing must fulfil the requirements as to suitability for mechanical processing by sorting machinery of Post Danmark.
- 7 The reading rate/quality rate in terms of correct addresses must be higher than 96 per cent.

1.1 SERVICE STANDARD

The service standard for Direct Mail (DM) is delivery within two to eight weekdays after the handover for carriage.

The distribution period is unchangeable except in connection with public holidays or other days where postal distribution of letters is not provided, cf. subparagraph 1.6. Information about alternative delivery days in connection with public holidays etc. is found in the Public Holiday Calendar (Helligdagskalenderen) on Post Danmark's website.

On purchase of the additional 'Direct Mail with Specific Delivery Period' service, the service standard is delivery within two to four weekdays after the handover for carriage.

1.2 DIMENSIONS

Direct Mail (DM) must comply with the following dimensions:

- Minimum: 14 x 9 cm
- Maximum: 33 x 23 cm
- Maximum thickness: 2 cm
- Standard letters are a maximum of 23 x 17 x 0.5 cm, with a weight of up to 50 g
- Large letters are a maximum of 33 x 23 x 2 cm, with a weight of up to 1,000 g
- Oversize letters are letters which are larger than large letters, with a weight of up to 1,000 g

1.3 WEIGHT

Direct Mail (DM) posted as standard letters may weigh up to 50 grams, the packing included.

Direct Mail (DM) may weigh up to 1 kg, the packing included.

1.4 CONTENTS

Direct Mail (DM) means uniform letters consisting exclusively of advertising material or marketing material with the purpose to strengthen profile or increase trade with the customer. The contents must be of the same nature for distribution to a large number of recipients. The items may contain different versions of a message, always provided that its nature of advertising material, customer information or marketing material is the same. The contents must be from the same sender, and sender details must be shown on the items.

The items must not contain:

- Individual messages such as account statements, invoices, bills or other commercial correspondence.
- Magazines and papers on subscription/for permanent delivery as well as ordered goods.
- Separate advertising brochures from others than the sender.

The contents of Direct Mail (DM) must always be approved as such in connection with each consignment handed over for carriage. Post Danmark offers to approve items of Direct Mail (DM) in advance. Alternatively, approval will only take place when a test copy of the items has been submitted to Post Danmark. Please refer to detailed guidelines in the fact sheet on the Direct Mail product.

In other respects, the provisions of subparagraph 1.4 of the General Terms and Conditions for Domestic Letters are applicable to the contents of Direct Mail (DM).

1.5 PACKAGING

Please refer to subparagraph 1.5 of the General Terms and Conditions for Domestic Letters.

1.6 POSTING

Direct Mail (DM) may be handed over for carriage on all weekdays. (Please also refer to the Public Holiday Calendar (Helligdagskalenderen) on Post Danmark's website.

Direct Mail (DM) must be handed over for carriage at the business drop-off location or letter sorting centre stated in the customer agreement, unless a written agreement has been entered into on collection. Senders will be charged separately for items handed over for carriage at a business drop-off location. Post Danmark undertakes to pass on such items to a letter sorting centre on the following weekday (before 18:00 hours) at the latest. However, the items will not be registered as posted until the time they arrive to a letter sorting centre.

Items handed over for carriage at/arriving to a letter sorting centre after 18:00 hours will be registered as posted on the following weekday.

SPLIT-UP

When handed over for carriage, Direct Mail (DM) must be split up for each letter sorting centre in the following manner:

Sorting centre	Postcode
Brevterminal Taastrup (Copenhagen Mail Centre)	00xx - 4xxx
Brevterminal Fredericia (Jutland Mail Centre)	5xxx - 9xxx

Against payment of a surcharge, Post Danmark may permit deviation from the above requirement. The surcharge is shown in Post Danmark's price list on postdanmark.dk.

In connection with the handover for carriage, specific information must be provided on number of items and grammage of the items.

At the time of posting a specific consignment note (B68) must be used.

Direct Mail (DM) must be handed over for carriage in yellow letter trays.

- Standard letters must be placed upright in the letter tray with the address and franking forward. The letter tray must not be filled beyond the stack edge.
- Large letters must be placed in the letter tray with the address and franking upward. The letter tray must not be filled beyond the stack edge.

The letter trays must be placed in postal containers following the split-up described above.

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Letter trays and postal containers (cages) must be provided with tab labels as described in detail in the fact sheet on the Direct Mail product.

NOTICE AND NOTIFICATION

Senders are not required to give notice and notification of consignments. However, notification of consignments planned for 'Manual Processing' must be given at varslinger@postnord.com five weekdays before the date on which the consignments are handed over for carriage.

1.7 RIGHT OF DISPOSAL

Senders cannot demand their Direct Mail (DM) returned or delivered to another recipient.

1.8 DELIVERY

Direct Mail (DM) is delivered within two to eight weekdays after the handover for carriage and in other respects as described in subparagraphs 1.1 and 1.6.

Processing conditions the days after the handover for carriage determine the days of delivery which means that senders cannot be informed in advance of the specific weekdays on which their items will be delivered.

In addition, the provisions of subparagraph 1.8 of the General Terms and Conditions for Domestic Letters are applicable to the delivery of Direct Mail (DM).

1.9 CHANGE OF ADDRESS

Please refer to subparagraph 1.9 of the General Terms and Conditions for Domestic Letters.

1.10 UNDELIVERABLE LETTERS

Please refer to subparagraph 1.10 of the General Terms and Conditions for Domestic Letters.

1.11 SECRECY AND OPENING OF MAIL

Please refer to subparagraph 1.11 of the General Terms and Conditions for Domestic Letters.

1.12 FRANKING

Direct Mail (DM) must be franked by PP (Postage Paid) impression.

PP impressions can be downloaded from www.postdanmark.dk. The rules as to the placement of PP impressions can be viewed on www.postdanmark.dk.

MARKING

If the Direct Mail (DM) is provided with a barcode, the barcode must on an envelope with a transparent panel be visible through the panel just above the address of the recipient. On envelopes without a transparent panel, the barcode must be printed above the address of the recipient.

1.13 PRICE

The list prices applicable at any time can be found on www.postnord.dk. In addition, the post offices have list prices available and provide information about current prices.

For a range of additional services available for purchase, please refer to the price list.

1.14 PAYMENT

Payment must be made by the sender in conformity with the terms of payment specified in the customer agreement.

1.15 DISCOUNT

No discount is granted on the price charged for carrying Direct Mail (DM).

1.16 COMPENSATION

Please refer to subparagraph 1.16 of the General Terms and Conditions for Domestic Letters.

Post Danmark is, however, also obliged to reimburse the amount charged for carrying Direct Mail (DM) in the event of documented loss resulting from mechanical processing of items in respect of which the sender has paid for the additional 'Manual Processing' service.

1.17 LIABILITY OF THE SENDER

Please refer to subparagraph 1.17 of the General Terms and Conditions for Domestic Letters.

1.18 COMPLAINTS PROCEDURE

Please refer to subparagraph 1.18 of the General Terms and Conditions for Domestic Letters.

1.19 PROCESSING DATA FOR PRE-SORTING

For Direct Mail (DM) in oversize format and in the event of the sender's purchase of the additional 'Manual Processing' service, Post Danmark will provide the necessary data to be used in connection with pre-sorting (i.e. split-up for sorting centre and X/Y distribution) of Direct Mail (DM). On the basis of the sender's address file (Input File), Post Danmark will return a print file containing data on sorting centres, addresses to be provided with an X/Y indication and relating route information.

Data on X/Y distribution and route information must be printed above the name of the recipient on the letter or the envelope.

The print file will contain verification and updating of the addresses in the Input File. The updating will include private individuals and businesses in respect of whom an active temporary or permanent change of address to addresses in Denmark as well as abroad has been registered. Where the new address of a recipient is secret, i.e. Post Danmark has been informed of a secret new address, the old address will be returned untouched.

A detailed description will be attached to the print file provided.

SENDER'S DATA

The service is conditional on the provision of the Input File as described in the General Terms and Conditions for Direct Mail (DM) and Post Danmark's Guidelines for Submission of Electronic Address Files in relation to Direct Mail (DM).

The sender is obliged to give Post Danmark a message without delay and no later than before the provision to Post Danmark of the

address file where the Input File contains data that may not be printed in connection with Post Danmark's or any subcontractors' addressing of Direct Mail (DM).

The sender must ensure that Post Danmark will not receive data in contravention of applicable laws, including the Act on Processing of Personal Data (Persondataloven). The sender is obliged to indemnify Post Danmark for any claim for compensation/penalty claim or other losses that Post Danmark might incur as a result of the sender's non-fulfilment of the aforementioned obligation.

Post Danmark reserves the right to request the sender to provide the Input File again where all or some of the data contained therein does not fulfil the requirements set out in the customer agreement and relating appendices, including the General Terms and Conditions for Direct Mail (DM) and Post Danmark's Guidelines for Submission of Electronic Address Files.

The time limits applying to Post Danmark's treatment of the Input File will not begin to run until the time Post Danmark has received data fulfilling these requirements.

PROVISION OF ADDRESS FILE

The Input File must be provided in conformity with the time limits stated in the Guidelines for Submission of Electronic Address Files in relation to Direct Mail (DM).

SENDER'S RECEIPT OF PROCESSING DATA

The sender will receive a print file from Post Danmark within four weekdays after the provision of the Input File.

If the sender has not received the print file within the aforementioned time interval, the sender is obliged to inform Post Danmark of this irregularity without delay. The information must be sent to the following e-mail address: Tillægsgydelser@postnord.com.

DATA PROCESSING

As the processor of data, Post Danmark acts only on instructions from the sender and in compliance with the necessary technical and organisational security measures, cf. sections 41 and 42 of the Act on Processing of Personal Data (Personoplysningsloven).

DATA SECURITY

The sender warrants that all electronic correspondence, including e-mail messages, attached files etc. sent to Post Danmark are virus checked for all viruses generally known at the time of transmission to ensure that Post Danmark will not receive virus infected data.

Before the Output File is delivered to the sender, Post Danmark makes sure, to the extent possible, that the file has not been infected by viruses. However, the sender is obliged to check the file for viruses before use. Post Danmark accepts no liability for any virus damage caused by undetected viruses.

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COMPENSATION

No compensation will be paid for Post Danmark's performance of address cleaning, processing of the sender's data or handling of the cleaned addresses.

DATA ENRICHMENT WITH CONZOOM®

Address cleaning with Conzoom® enrichment is available in relation to Direct Mail (DM) against payment of an additional service charge.

On enrichment of the Input File with Conzoom® data, the print file as well as an output file will be delivered with match codes and marking for any protection of private individuals and/or businesses against receiving advertising inquiries. The sender is obliged to respect the wish for protection against receiving advertising inquiries.

The cleaned data (Output File) may only be used by the sender himself in relation to items handed over for carriage. The sender is not allowed to use segment codes, which may be kept for a period of up to three months, to update own IT systems.

For further information about data processing and liability, please refer to Post Danmark's Guidelines for Submission of Electronic Address Files.

In other respects, reference is made to Post Danmark's General Terms and Conditions for Address Cleaning.
