

Special Terms and Conditions

EMS INTERNATIONAL EXPRESS

General information

The present Special Terms and Conditions apply to the shipping of EMS International Express items.

These Special Terms and Conditions are applicable to EMS International Express handed over for carriage as from and including 1 January 2022.

EMS International Express are items handed over to Post Danmark A/S (hereafter known as "PostNord") that are sent to recipients abroad.

In the following, unless otherwise stated, working days are Monday to Friday, excluding public holidays and 5 June (Constitution Day), 24 December and 31 December, as well as "bridging days" approved by the Danish Transport, Construction and Housing Authority. "Bridging days" are single working days falling between Sundays/and public holidays and official non-working days.

1.0 EMS International Express

1.1 Delivery time

The delivery time for EMS International Express varies according to the country of destination to which the items in question are sent. Additional information regarding delivery times to individual countries of destination is available from PostNord Customer Service.

1.2 Dimensions

All EMS International Express items must comply with the following dimensions:

Minimum: 14 x 9 cm. If the item is in roll or bar form: length = 10 cm and (length + 2 x diameter/height) = 17 cm.

Maximum: length = 150 cm and (length + the largest circumference measured in a direction other than the length) = 300 cm.

1.3 Weight

EMS International Express items may weigh up to a maximum of 20 kg, including packaging.

1.4 Contents

The sender bears sole responsibility for checking whether the contents of EMS International Express items are subject to duty or tax in the country of destination, and whether, pursuant to the regulations in effect in the country of destination, it is permitted to import the contents of the item into said country, it is permitted to export the contents of the item into said country and, if so, under what conditions. PostNord neither checks, nor is competent to advise, on these matters.

EMS International Express items must not contain the following:

- cash, travelers' checks, bearer securities, precious metals such as platinum, gold and silver, precious stones, or any other valuable articles. In this context, "bearer securities" is taken to

mean debt instruments, shares, checks that are not crossed, bills of exchange, safe custody receipts and other documents that represent a monetary value and that entitle the holder of the document to transfer it, to receive payment according to it, and to claim movable property released or services provided under its terms.

- Dangerous goods "Dangerous goods" is taken to mean all substances or materials whose physical or chemical properties may present a hazard to people, animals, the environment (for example, production equipment and other items), or means of transport. "Dangerous goods" include all articles designated at any time as dangerous goods under the UN Recommendations on Transport of Dangerous Goods. Model Regulations. Lithium batteries or lithium cells that are installed in equipment may, however, be sent in EMS International Express items, when special packaging rules are observed. Contact PostNord for additional information about these requirements. EMS International Express items may contain a maximum of either two lithium batteries installed in equipment or four lithium cells installed in equipment. The power of lithium batteries or lithium cells may not contain more than 2 g lithium and 100 WH per battery. Batteries or cells installed in equipment that the manufacturer has designated defective for reasons of safety, or which have been damaged and/or may potentially cause dangerous generation of heat, fire or short circuit may not be sent as EMS International Express items. The same applies to batteries and cells that are not installed in equipment. PostNord has prepared a brochure entitled "Dangerous goods that may not be sent via PostNord", as well as information about dangerous goods and lithium batteries. All this material is available on request from post offices.

- Knives whose acquisition, possession, carrying and/or use require a permit, weapons, weapon parts, soft guns and – and replicas of same – as well as active/inactive ammunition or explosive items.
- Live animals.
- Counterfeit goods and fakes.

If an EMS International Express item has been X-ray screened prior to air transport and found to contain dangerous goods or prohibited articles, it will be returned to the sender, or an attempt will be made to contact the sender for contingency instructions.

1.5 Packaging

The sender bears sole responsibility for ensuring that EMS International Express items are packaged such that the contents are sufficiently protected during normal mail handling, including mechanical sorting, and such that the item is prevented from causing damage or harm to other items, PostNord or any third party.

The individual item must be packaged and closed appropriately, taking into account its weight, size and contents, as well as the delivery method and time. The nature of the packaging and closure must ensure that the contents of the item are protected against the risk of crushing and/or damage during repeated mail handling, and that it is not possible to gain access to the contents without leaving clear traces. The packaging of the item must leave sufficient space for the necessary annotations and affixation of labels.

PostNord is under no obligation to check the packaging. If, on collection/drop-off of an item, PostNord discovers that the item has not been appropriately packaged, PostNord is entitled at its own discretion either to refuse to transport the item or to request that the sender sign a certificate stipulating that the item is sent at the sender's own risk. This entails that no compensation will be payable in the event of full or partial loss of or damage to the contents.

"Fragile contents" refers to technical equipment, including computers, computing and laser equipment and the like, porcelain, glass and correspondingly fragile objects, as well as furniture, baby carriages and the like, which on account of their shape/size cannot be stowed together with other EMS International Express items. Such content may only be sent in packaging that provides complete protection for the contents, and eliminates any and all risk of damage to other items, injury to PostNord staff or third-party staff, and damage to PostNord or third-party property.

1.6 Customs clearance

The sender is responsible for completing customs documents correctly. The recipient is responsible for all customs declaration issues and for paying all fees, customs duties and VAT. If the recipient defaults on the payment by or on the due date, the sender may be invoiced for the sum in question.

1.7 Labels, bar codes and EDI

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

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

1.8 Submission

EMS International Express items are to be dropped off at the post office or the commercial drop-off point stated in the customer agreement.

EMS International Express items may also be collected by PostNord under the terms of a separate agreement and on payment of the relevant fee.

1.9 Right of disposal

For shipment of EMS International Express items, the sender has the right to request that the item be returned to sender or delivered to a different

recipient until such time as the item is delivered to the recipient stated on the consignment note. PostNord does not reimburse postage on returned items. Where senders choose to exercise their right of disposal, PostNord may charge a fee for sending the request concerning the altered condition. In some cases, the postal operator in the country of destination will charge the recipient additional postage for redirecting an item.

1.10 Delivery

EMS International Express items are delivered to the recipient address stated on the item, but not necessarily to a named recipient. If no-one is present at the address, a note will be left informing the recipient that the item can be collected from a specified location. In principle, items are only ever handed over on signature of a receipt. Items can be tracked using the Track & Trace function at www.postnord.dk/en.

1.11 Returns

If an EMS International Express item cannot be delivered to the recipient, it will be returned to the sender on payment of any uncanceled taxes and duties.

1.12 Processing of personal data

PostNord will act as data controller when processing personal data in the provision of the Service, as PostNord decides the purposes and means of the processing. PostNord processes personal data to provide the Service, to develop and test PostNord's IT systems, to compile anonymized statistics and to offer additional services that are naturally connected to the delivery under the customer agreement. The Customer undertakes to inform its employees and its own customers of PostNord's processing of personal data. Information on PostNord's processing of personal data can be found at www.postnord.dk/personlige-oplysninger.

1.13 Prices

The price for sending EMS International Express items depends on the weight of the item in question.

1.14 Compensation

PostNord's compensation liability with regard to EMS International Express items is governed by NSAB 2015 with the exemptions that follow from the Customer Agreement and these general terms and conditions. Compensation will only be paid if proper documentation of the claim is provided.

1.14.1 Compensation for delay

PostNord never pays compensation for delays to EMS International Express items.

1.14.2 Compensation for loss and damage

PostNord will only pay compensation for loss of an EMS International Express item if it has been scanned by PostNord. If an EMS International Express item has not been scanned by PostNord, PostNord may, based on a specific estimate, pay compensation on the basis of a transport order (EDI), on condition that the regulations in effect at any one time for sending EDI have been met.

EMS International Express items that have been delivered in the recipient's mailbox or that, by arrangement with the recipient, have been delivered by being left at the recipient's address, will be regarded as having been received once the item has been scanned as handed over by PostNord. After any such delivery/handover, PostNord cannot consequently be held liable for any loss or deterioration of, or damage to, the item.

Compensation for loss or deterioration of, or damage to, EMS International Express items is fixed in

accordance with the regulations laid down in NSAB 2015.

If the shipment consists of goods, compensation is made on the basis of the purchase price of the goods (invoice value minus mark-up and VAT). Otherwise, the value of the item will be set at the market price for, or the usual value of, objects of the same type and condition – e.g. objects with a corresponding use. In no circumstances will compensation be payable for antique value, sentimental value or loss of profit; cf. NSAB 2015, Paragraph 17.

Compensation for damage is paid in an amount corresponding to the loss of value, and it is incumbent on the sender to prove that the contents of the EMS International Express item have no residual value if this is indeed the case. No compensation will be payable if the item was in adequately packaged.

Compensation may never exceed the maximum limits set in NSAB 2015.

PostNord may request 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 subject to the recipient signing a solemn declaration that the recipient has not received the item or the contents of same.

Compensation is paid to the sender, regardless of whether the recipient bears the carriage risk. If the item has been received by the addressee, payment of compensation with discharging effect may, however, also be made to the addressee.

If PostNord has paid compensation for the customer's losses in full, right of ownership to the contents of the item will be transferred to PostNord.

1.15 Sender's liability to pay compensation

The sender is obliged to indemnify PostNord for any loss incurred by PostNord as a result of conditions attributable to the sender, including failure of EMS International Express to comply with the requirements set out in these general terms and conditions regarding the contents and packing of an item.

In addition, the sender is liable for damages in accordance with the regulations set out in NSAB 2015.

1.16 Complaints

Claims must be filed within the deadlines stated in NSAB 2015.

In addition to the regulations set out in NSAB 2015, a claim must have been filed in any case – including in the event of total loss – no later than six (6) months after the EMS International Express item was handed over to PostNord. Claims not filed by the deadline will be forfeited.

Claims are to be submitted to PostNord by email to ems.dk@postnord.com. For additional information about claims, see postnord.dk.

1.17 Complaints

Any complaints by senders or recipients about PostNord's carriage of EMS International Express items are to be emailed to ems.dk@postnord.com.

The complaint must be filed within six months after the consignment was handed over for delivery.

PostNord undertakes to handle complaints within one month of receipt, in the absence of any special circumstances.

Decisions may be appealed to the PostNord Complaints Review Service, Hedegårdsvej 88, 2300 København S. The Complaints Review Service also provides guidance on the complaints procedure.