

Special Terms and Conditions

Courier

GENERAL INFORMATION

The present Special Terms and Conditions apply to Courier consignments handled by PostNord Logistics A/S (hereinafter called "PostNord").

Otherwise, the Nordic Association of Freight Forwarders' General Conditions of 2015 (NSAB 2015) apply to Courier and any related service to the extent to which NSAB 2015 has not been derogated in the agreement or these Special Terms and Conditions. To read the most recent version of NSAB 2015 (in Danish) visit the Danish Freight Forwarders Association website at www.dasp.dk.

1. Courier

1.1. Definition

"Courier" is used as a common designation for Domestic Courier and International Courier services. These consist of the following:

- Domestic Courier:
 - Courier services within Danish national borders.
- International Courier:
 - Courier services from Denmark to destinations all over the world,
 - Courier services to Denmark from locations all over the world,
 - Courier services between countries other than Denmark.

In the absence of any explicit statement to the contrary, the present Special Terms and Conditions apply to both categories of courier service.

Courier services can be ordered via the PostNord website or by contacting the PostNord customer service department directly.

1.2. Parties

In the present Special Terms and Conditions, distinction is made between the following parties in connection with conditions, responsibilities and obligations:

- "The client" is the legally and financially responsible party in accordance with the agreement.
- "The recipient" is the physical party that receives the Courier consignment. This party cannot raise any claim against PostNord with regard to the carriage of the consignment.
- "PostNord" is the executing party and bears responsibility for ensuring that the freight service is performed in accordance with the terms and conditions agreed.

1.3. Physical dimensions and weight

Based on the information provided by the client about the Courier consignment, including its dimensions and weight, a decision is made about which means of transport will be used. Various limitations

apply on dimensions and weight, depending on the means of transport chosen.

For Domestic Courier consignments, additional information about limitations on dimensions and weight is available from the PostNord Customer Service department.

For International Courier consignments, the following limitations apply to dimensions and weight:

- Length per parcel: 207 cm
- Length + circumference per parcel: 419 cm
- Weight per parcel: 68 kg.

PostNord reserves the right to reject the consignment if its dimensions and weight differ from the information provided by the client.

For air freight consignments, the volume weight is calculated as follows: length x width x height (cm) divided by 5,000.

1.4. Contents

In the absence of any statement to the contrary in the agreement between PostNord and the client, PostNord will not accept Courier consignments if their format, contents, carriage or storage are in contravention of any legislation, or if they require special arrangements (e.g. refrigerated items or perishables), safety measures or permits.

Courier consignments that are found to contain dangerous goods or prohibited content will - see below - be returned to the client at the client's expense or will be handed over to the proper authority.

1.4.1. Prohibited content

The following content may not be sent via Courier: Valuable content such as gold, silver, precious stones, artworks, antiques, coins, bank notes and bearer securities.

Plastic cards that are open to misuse by unauthorized parties (such as bank cards, credit cards and telephone cards).

Tobacco, snuff, weapons, weapon parts, ammunition and illegal drugs/substances.

Plants, fresh foods or goods that need to be kept cool or warm over and above normal transport handling.

Human corpses, urns, body parts and organs, as well as dead and live animals.

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.

Objects which due to their nature or packaging may expose workers to danger, or which may contaminate or damage other consignments or systems.

Potentially infectious biological substances, as well as diagnostic samples that are not packaged in accordance with IATA packaging regulations. For additional information about biological substances and packaging, contact the PostNord Customer Service department or the Danish Health Authority.

Courier consignments that are transported by air may also be subject to restrictions laid down by IATA (the International Air Transport Association)/ICAO (the International Civil Aviation Organisation), see the Dangerous Goods Regulations Manual at www.iata.org. Courier consignments may not contain anything that conflicts with such restrictions.

1.5. Labeling

Courier consignments must be clearly labeled with the name and address of the recipient. When placing an order, the client is to provide PostNord with information that may facilitate PostNord's delivery of the consignment, such as the phone number of a contact at the recipient address.

For International Courier services, a freight note is printed when the consignment is booked.

The client is responsible for ensuring that the recipient's address is stated in such a way that it can be understood in the country of destination.

1.6. Packaging

The client is to make available suitable transport packaging. Pallets are considered transport packaging.

The client is responsible for ensuring that the Courier consignment is properly packed. This includes making sure that the contents are properly tied or secured, and that the contents - if necessary - have sufficient packaging to provide adequate protection for the contents against the usual effects of freight handling, and furthermore that neither the consignment nor its contents can cause damage to other consignments, nor harm to PostNord or any third party.

PostNord is under no obligation to check the packaging, nor how the Courier consignment has been packed. If, on collection of the Courier items, PostNord discovers that the consignment has not been packed or wrapped appropriately, PostNord is entitled, at its own discretion, either to refuse to carry the consignment or to request that the client sign a certificate stipulating that the consignment is sent at the client's own risk.

PostNord has no obligations to the client in relation to the load carrier on which the contents are packed.

PostNord may, at its own discretion, keep or discard any loose pallets, including EUR pallets, that may come into PostNord's possession.

1.7. Customs clearance

For International Courier consignments within the EU, an export document is only required in special cases.

For International Courier consignments to countries outside the EU, the client must attach both an address card and a commercial invoice in triplicate, signed by hand. For consignments to countries of destination with which the EU has a free trade agreement, the country of destination's requirements concerning documentation of origin - for example, EUR 1 or a unit document (ED document or SAD (Single Administrative Documents)) - shall apply. The commercial invoice must contain information about all parcels included in the consignment.

The client is responsible for completing customs documents correctly. The customs declaration charge is paid by the client, while customs duties and VAT are paid by the recipient. If the recipient defaults on the payment by or on the due date, the client may be invoiced for the sum in question.

If multiple parcels/pallets are covered by the same customs clearance, a consignment list must be used. This list must contain information about the parcel number and delivery address of the imported parcels/pallets. The commercial invoice and consignment list must be attached to the consignment in a protective plastic pocket on parcel/pallet no. 1.

PostNord will charge a fee in accordance with PostNord's prevailing price list for

- manual registration of goods codes,
- incomplete customs processing,
- copies of invoices, or
- defective, incomplete or inaccurate customs invoices.

Any other costs in connection with import into the country of destination are to be paid by the client.

1.8. Pick-up

The client will be charged a fee for time spent waiting in connection with loading/unloading of Courier consignments at the client's premises. The fee is calculated for every minute or part thereof of delay. For standard vehicles (vans) and bicycles, liability to pay the fee commences after 5 minutes of delay, while for lift vehicles it commences after 10 minutes of delay. The client may also be required to cover additional costs for extra distribution as a result of the delay. An overview of the prevailing prices and fees is published at www.postnord.dk

PostNord is not liable for compensation in the event of delayed pick-up, cf. sub-paragraph 1.12.

1.9. Delivery

PostNord is to deliver the Courier consignment in accordance with the client's instructions.

PostNord delivers to the recipient at the address provided by the client. In principle, delivery will be made either directly to a named person, or to other

persons present at the address, unless the client has consented to the consignment being left at the address or delivered in a mailbox.

The service comprises one attempt at unloading. It is the client's responsibility to ensure that the consignment can be unloaded at the location stated by the recipient.

If delivery cannot be made immediately, a fee will be calculated for every minute or part thereof of delay. For standard vehicles (vans), liability to pay the fee commences after 5 minutes of delay, while for lift vehicles it commences after 10 minutes of delay. See the Price Appendix/Price List.

In special cases where conditions at the recipient's address complicate delivery, or where delivery is associated with risk - on account of unsecured dogs, or absence of a secure, non-slip surface for both driving and loading/unloading, for instance - PostNord is entitled to decline to deliver the Courier consignment.

If delivery cannot be made and a consignment has to be returned, an extra fee and return freight will be charged in accordance with the Price Appendix/Price List.

1.10. Processing 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 will process the 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 deliver the Service.

PostNord will process personal data related to the Customer (if the Customer is a private person) and to recipients of the packages or parcels, and/or to the Customer's employees or customers (if the Customer is a legal entity), such as name, address, telephone number and email address. For more information on PostNord's processing of personal data and of the rights of the data subjects whose personal data is processed, see our privacy policy at: www.postnord.dk/personlige-oplysninger.

If the Customer is a legal entity, the Customer is responsible for informing its employees and/or customers of PostNord's processing of personal data.

Data controller for the processing of personal data is PostNord A/S, Hedegaardsvej 88, 2300 København.

1.11. Prices

The prevailing prices, duties and fees for Courier consignments are stated in the price appendix to the Customer Agreement, in the list prices supplied, or online at www.postnord.dk/en.

1.12. Compensation

PostNord's compensation liability is regulated by NSAB 2015, with the derogations stated in the present Special Terms and Conditions.

Under no circumstances can PostNord be held liable for indirect or consequential losses, such as loss of

earnings, operational losses, loss of market share or other corresponding losses or damage.

Compensation will only be paid if proper documentation of the claim is presented. PostNord may request an auditor's statement as documentation of the client's claim for compensation.

PostNord accepts no liability for consignments that include dangerous or prohibited contents, or which fail to comply with the requirements on contents as set out in sub-paragraph 1.4.

1.12.1. Delay

PostNord is not liable for compensation in the event of delayed pick-up, cf. sub-paragraph 1.8. In the absence of any specific agreement to the contrary, Sections 7, 15 and 19 of NSAB 2015 will consequently not apply to the collection of Courier consignments. PostNord's liability for delays is otherwise - as stated in NSAB 2015 - limited to the freight charge (the cost of carrying the Goods) for the delayed consignment. PostNord is solely liable for ensuring that the consignment arrives within a reasonable time (without a time guarantee); see NSAB 2015, Section 7.

In all cases, compensation for delay is paid pursuant to the regulations set out in NSAB 2015 Section 19 A; Section 19 B of NSAB 2015 regarding promised times is therefore not applied, even if delivery within a given period has been agreed.

If air transport is used to transport consignments, PostNord accepts no liability for delays, etc. caused by the airline utilized.

Any compensation for delays will be paid to the client. The recipient may not make any claim for compensation for delays.

In addition to the grounds for exemption from liability stipulated in NSAB 2015, PostNord will not pay any compensation for delay in force majeure situations, etc. as described in detail in sub-paragraph 1.13, nor for situations in which delivery to the recipient has not been possible or has been associated with risk - on account of unsecured vicious dogs, for example, or failure to grit/clear snow at the delivery address.

1.12.2. Loss and damage in connection with transport Under the terms of NSAB 2015, PostNord's liability for the loss, deterioration or damage of a consignment is limited to SDR 8.33 per kg gross weight, and to a maximum of SDR 50,000 for each order.

In accordance with NSAB 2015, compensation for loss or deterioration is calculated on the basis of the invoice value of the contents. Compensation for damage is paid in the amount corresponding to the deterioration of value.

PostNord's liability for the consignment ceases on delivery or drop-off at the delivery address in accordance with sub-paragraph 1.9. PostNord cannot therefore be held liable for any loss, damage or deterioration that occurred subsequent to delivery or drop-off at the recipient address, including, for example, as a result of theft or weather conditions.

In the event of incorrect delivery of the consignment, where PostNord bears the responsibility, the incorrectly delivered consignment is considered to have been lost and compensation will be paid according to the regulations for same, unless the correct recipient has subsequently taken possession of the consignment.

Payment of compensation for the loss or deterioration of consignments is conditional upon the recipient signing a solemn declaration to the effect that the recipient has not received the consignment, nor the contents of same.

Payment of compensation can be made in full discharge to the client.

If PostNord has paid compensation for the contents of the consignment in full, right of ownership shall accrue to PostNord.

1.13. Exemption from liability (force majeure)

Events beyond the parties' control, such as labor disputes, fire, chemical spill or the risk thereof, flood, lightning strike, power outage or similar failure of utilities, acts of God, war or war-like conditions, terrorism, bomb threats, seizure, currency restrictions, unrest, scarcity of goods, restrictions in motive power and breakdowns in sub-supplies caused by any of the stated events, whose replacement is either impossible or possible only under particularly onerous conditions, justify an exemption from liability insofar as they may hinder fulfillment of the terms of the agreement concerning the Courier consignment or make the fulfillment of same unreasonably onerous. The aforementioned conditions will only result in exemption from liability if they could not reasonably have been foreseen when the parties entered into the agreement concerning the Courier consignment.

PostNord is likewise exempt from liability in cases where normal communications are interrupted by difficulties caused by snow and ice or similar weather conditions which make it impossible or unreasonably onerous for PostNord to fulfill its obligations - including delivery times and similar - under the terms of the agreement concerning the Courier consignment.

1.14. Deadlines for complaints

Complaints are to be submitted in writing to the customer service department at kundeservice.dk@postnord.com. Visible non-conformances or damage must be reported immediately. In the event of non-visible damage, a complaint must have been submitted within two (2) days of receipt of the Courier consignment.

In the event of loss, a complaint must be submitted to kundeservice.dk@postnord.com no later than two (2) days after the expected delivery date. Complaints not submitted within the deadline will be forfeited.

In addition to NSAB 2015, a complaint must have been submitted in any case - including in the event of total loss - no later than six (6) months after the consignment was handed over to PostNord. Complaints not submitted within the deadline will be forfeited. Any compensation for damage or defects will be paid in accordance with sub-paragraph 1.12.

1.15. Period of limitation

PostNord's liability for claims of any kind and for whatever reason shall lapse if no case has been filed within one year, cf. Section 28 of NSAB 2015.

1.16. The client's responsibility

The client is responsible for ensuring that the information provided to PostNord is complete and accurate.

If the recipient bears the risk for a Courier consignment, the client is obliged to inform the recipient, in advance, of the terms for the carriage under the provisions of the present Special Terms and Conditions. The client is obliged to inform the recipient of the obligations and limitations that derive from sub-paragraphs 1.12-1.15.

Over and above the situations set out in Section 26 of NSAB 2015, the client is obliged to indemnify PostNord for any loss and any costs incurred by PostNord, including costs in connection with claims filed by a third party against PostNord as a result of:

The client handing over Courier consignments for carriage contrary to the provisions of sub-paragraph 1.4,

The Courier consignment being defectively packaged, labeled or stowed contrary to the provisions of sub-paragraph 1.6,

The client having provided incorrect information about who is entitled to compensation,

PostNord being obliged to pay compensation to the recipient or a third party in excess of the compensation PostNord, in accordance with the present Special Terms and Conditions, would have been obliged to pay to the client had the client been the party entitled to compensation.

For International Courier consignments, the client is responsible for checking whether the contents of the consignment are subject to duty or tax, and whether, pursuant to the regulations in effect in the country of destination, import of the contents of the consignment into said country is permitted, and if so, under what conditions. PostNord neither checks nor is competent to advise on these matters but recommends that clients instead contact the authorities of the country in question - the relevant embassies or consulates, for example.

Different countries operate different import terms. The client is responsible for ensuring that International Courier consignments do not contain anything that may not be imported into the country of destination in question.

2. Supplementary services

2.1. Transport insurance

It is possible to take out transport insurance with Tryg A/S via PostNord on condition that the consignment contents do not conflict with the provisions of the present Special Terms and Conditions, or Tryg A/S' terms and conditions for goods insurance.

Any such transport insurance is subject to Tryg A/S' terms and conditions of insurance.

2.2. Dangerous contents in limited quantities

The Courier service can be used to send certain "limited quantities of dangerous goods". Courier consignments that contain "Dangerous contents in limited quantities" are covered by the present Special Terms and Conditions, subject to the following derogations:

In this context, a consignment including "Dangerous contents in limited quantities" is taken to mean a consignment of dangerous goods that is packaged and labeled as a "limited quantity", and which complies with all the relevant requirements in Chapter 3.4 of the ADR convention.

Information about which substances are permitted as "Dangerous contents in limited quantities" is published online in the positive list at www.postnord.dk/en.

The client is responsible for ensuring that transportation of the substances in question is permitted, and that the condition, packaging and labeling of the substances - and other relevant conditions - comply with the prevailing provisions stated in the ADR Convention and in PostNord's regulations. If PostNord becomes aware during transportation that the client has failed to comply with the applicable regulations and the necessary safety precautions derived from same, PostNord is entitled - without liability - to unload, destroy or otherwise render harmless the contents in accordance with the provisions of the Danish Act on Contracts for International Carriage of Goods By Road (the CMR Act)

In cases of error or negligence, including incorrect packaging on the part of the client, the client bears full liability in the event of consequential damage to the client's own or other consignments. The client thus bears full responsibility for any personal injury or material damage occasioned in such cases.

For additional information about Dangerous goods in limited quantities, see www.postnord.dk/en.

2.3. ADR (Dangerous goods)

Over and above the present Special Terms and Conditions, Courier consignments containing dangerous goods are also covered by PostNord's Special Terms and Conditions for Dangerous Goods (ADR) available at www.postnord.dk/en.

Contents that are transported by air may also be limited by regulations laid down by IATA (the International Air Transport Association)/ICAO (the International Civil Aviation Organisation), see the Dangerous Goods Regulations Manual at www.iata.org.

Courier consignments may not include contents prohibited under such regulations.