

General Terms and Conditions for Customer Agreements

1. Scope

These General Terms and Conditions for Customer Agreements apply to services which companies that are members of the PostNord Group (hereinafter called "PostNord") perform in accordance with a specific customer agreement (hereinafter called "the Customer Agreement").

2. Prices and changes to prices

The Customer shall pay the prices, surcharges and fees in accordance with the Customer Agreement. References to prices in this document include all types of prices, surcharges and fees. If a price is not specifically regulated in the Customer Agreement and the appendices to same, PostNord's prevailing list prices shall apply.

In the absence of any specific statement to the contrary in the Customer Agreement or the respective price appendices, all prices are stated in Danish kroner (DKK) and are exclusive of VAT. If a service is exempt from VAT, this will be clearly stated.

Notice of changes in PostNord's list prices will be published on the PostNord website at least one month in advance.

PostNord is entitled to changes prices agreed with the Customer. The Customer shall be notified in writing of any changes to agreed prices at least one month in advance. If the Customer is unwilling to accept the changes to the agreed prices, the Customer is entitled to terminate the Customer Agreement with one month's written notice. Such notice shall be issued before the changes come into effect.

If the Customer's purchases under the Customer Agreement – including with regard to volume, shipping profile, terms and conditions and other specific circumstances in relation to the individual product – are inconsistent with the assumptions of the Customer Agreement, PostNord will be entitled to adjust the price prospectively. The reason for this is that changes in the agreed assumptions may have an impact on PostNord's sales and, as a result, on the costs associated with the Agreement. The Customer will receive notification from PostNord regarding any such price

adjustment, which will come into effect immediately.

PostNord is furthermore entitled to adjust the prices if PostNord considers such necessary on account of changes in legislation or other decisions taken by the authorities. In such cases, the Customer will receive written notification of the price adjustment, which will normally come into effect immediately.

PostNord is likewise entitled – without notice and with immediate effect – prospectively to change prices or to introduce new surcharges and fees as a result of changes in taxes, VAT, customs tariffs and other public charges. The same applies to price changes and the introduction of new surcharges and fees on account of increased fuel costs, exchange rate changes and other costs that are beyond the control of PostNord.

Additional information about prices, surcharges and fees is published on the PostNord website (www.postnord.dk/en) under "Prices, and other relevant price pages.

3. Payment, invoicing and credit terms

Terms of payment and invoicing frequency are stated in the Customer Agreement.

The OCR number indicated on the invoice must be cited as a reference in connection with payment.

PostNord applies an administration surcharge for every invoice sent to the Customer. The surcharge is stated on the PostNord website (www.postnord.dk/en) under "Other Prices".

The due date is the last timely date for payment of the sum due.

When payment is made via *Leverandør-Service* (Supplier Service), PostNord withdraws the amount in question from the Customer's account via *NETS LeverandørService* on the final due date for payment. If the Customer rejects payment via *LeverandørService*, this is regarded as non-payment of the due amount.

If payment is not made on time, penalty interest is calculated from the due date. Penalty interest is set in accordance

with the provisions of the Danish Interest Act (*Renteloven*) and is calculated per month or part thereof.

PostNord also charges the reminder fee stipulated in the applicable legislation.

Penalty interest and reminder fees are stated on the PostNord website (www.postnord.dk/en) under "Other Prices".

PostNord is, at any time during a credit period, entitled to demand that the Customer post sufficient surety for the credit, or deposit a sum as security for payment following a preceding credit assessment, or pay in advance for each individual order or shipment within a given invoicing period.

If, during the agreement period, the Customer's credit requirements change, or if the Customer's credit rating is altered, PostNord may perform a new credit assessment and require provision of surety/a deposit/prepayment, or request provision of additional surety/deposits. If PostNord and the Customer have agreed that the Customer is to provide surety/deposit an amount as security for payment/make payments in advance, this will be specified in a written addendum to the Customer Agreement.

PostNord is entitled to discontinue credit with immediate effect and demand immediate payment of outstanding claims in the following cases:

- The Customer is in arrears with payments to PostNord,
- The surety posted by the Customer is, in the opinion of PostNord, no longer sufficient,
- The Customer fails to post sufficient security having been requested to do so by PostNord, or
- The Customer has filed a petition in bankruptcy, has been declared bankrupt, has entered into composition negotiations, has suspended payments, or must otherwise be considered to be insolvent or to have entered into liquidation.

PostNord may collect information about the Customer from recognized credit information agencies.

4. Terms, conditions and changes

PostNord's General Terms and Conditions, Special Terms and Conditions, fact sheets, instructions and other written guidelines in effect at any time apply to PostNord's delivery of services under the Customer Agreement, unless specific provisions in the Special Terms and Conditions, etc. have been expressly waived in the Customer Agreement.

On entering into the Customer Agreement, a customer profile is set up automatically on PostNord's Customer Portal. Utilization of the Customer Portal must always be in accordance with PostNord's Special Terms and Conditions for the Customer Portal.

The General Terms and Conditions, Special Terms and Conditions, fact sheets, instructions and other written guidelines applicable at the time of signature of the Customer Agreement are published online on the PostNord website (www.postnord.dk/en).

PostNord is, at all times, entitled to make changes to the General Terms and Conditions, Special Terms and Conditions, etc. Any such changes will be published at www.postnord.dk/en. Notification of any such changes will be published no later than one month before they come into effect. No specific notification is provided of changes to the terms and conditions, and the Customer should therefore make sure to stay up-to-date with regard to any such changes by visiting the PostNord website at regular intervals.

PostNord will, however, inform the Customer in the event of major changes that are of great significance to the Customer. Such notification can be sent to the email address stated by the Customer.

5. Liability

PostNord is only liable to pay compensation when this is specifically stated in the Special Terms and Conditions for the service in question. Under no circumstances can PostNord be held liable for indirect or consequential losses, loss of earnings, loss of market share or other corresponding losses or damage.

In the absence of any statement to the contrary in the Customer Agreement or the Special Terms and Conditions for

the service in question, PostNord's liability is limited to the Customer's payment for the service during the invoicing period in which the damage was incurred.

The Customer is liable to pay compensation under the standard rules of Danish law unless otherwise stipulated in the Customer Agreement or in the Special Terms and Conditions for the service in question.

6. 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, epidemics or quarantines/isolation imposed by national authorities, 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 Customer Agreement 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 Customer Agreement.

PostNord is likewise exempt from liability if normal traffic is interrupted by difficulties caused by snow and ice or similar weather conditions, or by hindrances to traffic which make it impossible or unreasonably onerous for PostNord to fulfill its obligations – including delivery times and similar – under the terms of the Customer Agreement.

7. Sanctions

The Customer warrants that it neither directly nor indirectly is subject to any international sanctions (trade and financial sanctions) mandated by the UN, EU, UK or USA. The Customer shall immediately inform PostNord in the case the Customer is subject to any sanctions. If the Customer is, directly or indirectly, subject to any sanctions, PostNord shall be entitled to refuse to fulfill contractual obligations, terminate the Customer Agreement and be compensated for any damage.

8. Intellectual property rights

All intellectual property rights and technical solutions in connection with PostNord's services and associated software are the property of PostNord and shall not be transferred to the Customer, nor may they be utilized by the Customer over and above what is specifically permitted under the Customer Agreement.

The Customer must therefore not make systems, programs, methods, documentation and the like available to the general public. Nor may the Customer change or develop services or

associated software, or issue sub-licenses for same.

If PostNord supplies software, the Customer is only entitled to utilize this together with the service and only for as long as the Customer has access to the service, after which the software and any copies of same must be returned immediately to PostNord.

9. Confidentiality

PostNord is subject to the provisions of confidentiality laid down in Danish and international legislation on postal operations, data protection and telecommunication. This means, for example, that PostNord may not disclose or use information about a person's relations with PostNord – such as the content of a message or information about the sender or recipient of a message – without the express consent of the parties in question. The previous item notwithstanding, PostNord may process personal data without consent when PostNord bases such processing on a legal basis other than consent. For additional information about the processing of personal data, see the relevant Special Terms and Conditions. PostNord treats all information about the sender's use of postal services as confidential.

In the absence of any written statement to the contrary, PostNord and the Customer may not inform any third parties about the Customer Agreement. The preceding item only applies in the event that no contradictory regulation has been decided by law. Both Parties are, however, entitled to disclose information about the Customer Agreement that is necessary to allow a supplier or service provider to perform its services. Such information may not include information about prices. The supplier or service provider that receives information about the Customer Agreement shall also be obliged to comply with the above-mentioned confidentiality provisions. PostNord may inform other companies in the PostNord Group about the Customer Agreement. In connection with the transfer of activities to a different legal entity, or on transfer of shares in a subsidiary, PostNord is, however, entitled to present the Customer Agreement to the receiving company.

If either of the Parties should be obliged to inform an authority about the Customer Agreement, this obligation shall be fulfilled with a request that the Customer Agreement be treated as confidential material at the authority.

The Customer shall ensure that documentation and instructions made available under any agreement with PostNord are stored in a secure manner, that they do not fall into the hands of any third party, and that such documentation and instructions are returned to PostNord on expiry of the Customer Agreement.

The provisions concerning confidentiality in this section apply for the full

duration of the Customer Agreement and for five years thereafter.

10. Altered conditions

The Customer shall inform PostNord of any changes at the Customer which may be of significance to PostNord as a result of the agreement. This applies in particular to changes to names or company names, contacts, postal address, email address and any credit card and account numbers used for Supplier Service (*LeverandørService*). Notification of all changes must be issued in good time.

11. Messages

With regard to both Parties: messages sent to the other Party shall be sent to the address (physical or electronic) and the contact details stated in the Customer Agreement, to a new address communicated subsequent to the conclusion of the Customer Agreement, or to the most recently known address.

12. Assignment

The Customer's rights and obligations pursuant to the Customer Agreement may not be assigned to a third party without the express written consent of PostNord.

PostNord is entitled, without the consent of the Customer, to assign its rights and obligations, on one or more occasions, either fully or in part, to any other company in the PostNord Group, including affiliated enterprises. PostNord shall, however, always inform the Customer of any such assignment.

PostNord is entitled to utilize subcontractors for the fulfilment of its obligations under the Customer Agreement.

13. Termination

13.1 Termination for convenience

The Customer Agreement may be terminated pursuant to the provisions concerning same in the Customer Agreement. If the Customer Agreement covers multiple services, the Customer Agreement may be terminated on corresponding terms for one or more services, such that the Customer Agreement remains in effect in respect of the remaining services.

On expiry of the Customer Agreement, the Customer must immediately cease using and return any and all equipment and other items belonging to PostNord. In addition, PostNord is entitled to request the return of any forms supplied to the Customer, without reimbursement of any payment charged for same.

13.2 Termination for cause

Either Party is entitled to terminate the Customer Agreement with immediate effect in the event of material breach of contract by the other Party. This may, for example, comprise:

- The other Party having significantly failed to fulfil its obligations, and failing to remedy the situation within a reasonable period of having been made aware of the situation.

- The Customer being in payment arrears more than ten days after the due date and failing to remedy the situation within a reasonable period of having been requested to do so.
- The Customer failing, immediately after having been requested to do so by PostNord, to post sufficient security for the Customer's payment of amounts fallen due, in the form of an irrevocable bank guarantee or similar.
- The Customer being subject to compulsory compositing, entering into liquidation, issuing a statement of insolvency, being declared bankrupt or entering into any other arrangement that results in the Customer's creditors being unable to have their claims covered in full, or if the state of the Customer's assets otherwise gives grounds to assume that the Customer will be unable to pay any amount when it falls due under the Customer Agreement.

If the Customer Agreement is terminated by PostNord pursuant to the present section, the Customer shall not be entitled to reimbursement of any payments already made.

14. Governing law and venue

The Customer Agreement and all conditions in connection with same are subject to Danish law.

The venue for any dispute between the Customer and PostNord with regard to the Customer Agreement and services delivered under the Customer Agreement is the City Court of Copenhagen (*Københavns Byret*) or the Eastern Division of the Danish High Court (*Østre Landsret*) if the case may be brought before the High Court.

15. Customer enquiries

All customer enquiries concerning PostNord's services, including complaints, are handled by PostNord, Customer Service, Hedegaardsvej 88, 2300 Copenhagen S, Denmark. Customer Service can also be contacted via the chat in the PostNord Customer Portal.