

## Special Terms and Conditions

# Parcels

### General information

The Special Terms and Conditions for PARCELS apply to the following products:

Products covered by the Universal Service Obligations

- MyPack Collect and MyPack Home up to 20 kg
- Postal Parcels
- Insured Items

Products not covered by the Universal Service Obligations

- MyPack Home above 20 kg
- PostNord Parcel
- Return products (PostNord Return Pickup, PostNord Return Drop Off and PostNord Pickup Request)

Hereinafter called PARCEL(S)

In addition to these General Terms and Conditions for PARCELS, the Nordic Association of Freight Forwarders' General Conditions of 2015 (NSAB 2015) apply to PARCELS and any related service to the extent to which NSAB 2015 has not been derogated in the Customer Agreement or these General Terms and Conditions.

In particular, it should be noted that any claims against PostNord will be time-barred after one year (NSAB 2015, Paragraph 28) and that the right of retention and lien (NSAB 2015, Paragraph 14) comprises both current and previous claims. Claims for delivery of PARCELS etc. must be honored regardless of the terms of delivery in the contract (NSAB 2015, Paragraph 11).

Product-specific requirements are stipulated in the Fact Sheet for the specific parcel product, including the countries to which the product may be sent.

These general terms and conditions apply to PARCELS handed over for carriage as from 1<sup>st</sup> January 2022.

In the absence of any express agreement to the contrary, the expression "working days" is taken to mean Monday to Friday, excluding public holidays, 5 June (Constitution Day) and 24 December, as well as intermediate days approved by the Danish Transport, Construction and Housing Authority. "Intermediate days" are single working days falling between Sundays and public holidays, as well as official non-working days.

MyPack solely comprise PARCELS sent from a business sender to a private individual. PostNord Parcels solely comprise PARCELS sent from a business sender to a business recipient. A "business sender" or a "business recipient" is taken to mean a sender or recipient that is not a private individual. A "private individual" is a physical person, primarily acting in a non-work-related capacity.

For a surcharge, certain universal service products and non-universal service products can be sent as Insured Items to Denmark, the Faroe Islands, and

Greenland and Iceland. Insured Items are PARCELS that are sent with a stated value, and which PostNord only delivers to the recipient against a signature confirming receipt.

PostNord may change the sender's declaration that the consignment is a PostNord Parcel if it follows from PostNord's records that the recipient is a private individual. In such cases, PostNord will regard the consignment as a MyPack Home consignment. The consignment will thus be covered by the terms set out in the PostNord Fact Sheet for MyPack and the prices for MyPack stipulated in the Customer Agreement. Furthermore, the consignment will be invoiced as a MyPack Home consignment.

In order to send PARCELS as MyPack, Return products and PostNord Parcel, the sender must have entered into a Customer Agreement in this regard with PostNord.

### 1.0 Service and quality

The service requirement for domestic PARCELS is next-day delivery as a minimum on weekdays between all towns and cities, except to the island of Bornholm, where an extra weekday must be expected. For PARCELS covered by Post Danmark's universal service obligation in accordance with the Individual license issued to Post Danmark A/S, the requirement is that 93% of the PARCELS must be distributed in accordance with the service requirement.

PostNord distributes PARCELS throughout Denmark once a day on all weekdays to the address indicated by the sender on the PARCEL.

Daily distribution is not, however, performed:

- to particularly remote or inaccessible places located in rural areas,
- to island communities not connected to the mainland via regular ferry or boat services, or
- under special circumstances.

In special cases where delivery is hampered by circumstances at the recipient's address, or where delivery involves a physical or mental risk, PostNord may decide to decline to deliver PARCELS, for instance because of vicious dogs that are not tethered at the delivery address, failure to grit/clear snow, harassing or otherwise offensive/threatening behavior.

On the grounds of occupational health and safety considerations, PARCELS are only delivered to construction sites if there is a site hut or there are other office facilities at the entrance to the building site.

The delivery time for PARCELS for international destinations, the Faroe Islands and Greenland are published online at postnord.dk.

PARCELS for destinations in Greenland to which there is no shipping service within one month after the PARCEL has been handed over for delivery are

forwarded by air. In such cases, the sender will be charged a surcharge.

### 2.0 Common product requirements

#### 2.1 Physical dimensions and weight

The minimum and maximum dimensions of PARCELS, as well as the weight limits, are set out in the Fact Sheets for the individual parcel products.

PARCELS that are not suitable for machine sorting, cf. PostNord's instructions regarding packaging, will be subject to a surcharge for special handling.

If, by error, a PARCEL to Denmark, that exceeds the weight limit or the maximum dimensions for the specific parcel product, is handed over, PostNord may choose to regard the consignment in question as groupage. In such cases, the consignment will be subject to PostNord's general terms and conditions for Goods. If the weight of a MyPack Collect to Denmark is above 20 kg and up to 35 kg, PostNord will consider the parcel to be a MyPack Home and in such cases the consignment will be subject to the terms for MyPack Home above 20 kg in these general terms and conditions for PARCELS. In both the abovementioned cases the consignment in question will for contract customers be invoiced as groupage respectively MyPack Home, and, for cash products, a postage invoice will be issued. The sender will also be charged a conversion fee, in line with the PostNord price list in effect at the time in question, published online at postnord.dk. In such cases, delivery of the consignment may also be delayed.

If, by error, an export PARCEL exceeds the weight limit or maximum measurements for the specific parcel product, the PARCEL will be returned to the sender, who will be charged an amount corresponding to the price of shipment.

#### 2.2 Contents

PostNord will not accept PARCELS for carriage if their format, contents, carriage or storage are in contravention of any regulation, or if they require special arrangements (e.g. refrigerated articles and perishables), safety measures or permits.

A PARCEL may, however, contain packaged non-perishable foods (i.e. foods that do not require refrigeration).

The market value of the contents of a PARCEL cannot exceed a sum equivalent to DKK 100,000.

Consignments containing money, travelers' checks, credit cards, bearer securities, precious metals including platinum, gold and silver, precious stones, jewelry, watches, jewels, pearls, furs, rugs, works of art, gift vouchers or tickets as well as other valuable items must be sent as Insured Items, unless the value of the content does not exceed EUR 520.

Special rules apply to the contents of Insured Items; see the Fact Sheet for Insured Items.

Moreover, PARCELS must not contain the following:

- 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 (such as 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. Under certain conditions, Dangerous goods in limited quantities may be sent as a PARCEL, however not if the PARCEL is addressed to destinations where PostNord will have to transport the PARCEL by air.

- Lithium cells or lithium batteries that are not installed in equipment are categorized as dangerous goods and must therefore not be sent as PARCELS. However, business customers, who have a Customer Agreement with PostNord, can in certain cases send lithium cells or lithium batteries, which are not installed in equipment, if their UN-classification allows packaging and shipment according to ADR chapter 3.3, Special Provision 188.

Lithium batteries or lithium cells that are installed in equipment may be sent as PARCELS, when special packaging and labeling rules are observed. Additional information is available from PostNord, including information about the countries of destination that do not allow PARCELS containing lithium batteries and lithium cells installed in equipment. A PARCEL may contain a maximum of either four lithium cells installed in equipment or two lithium batteries installed in equipment. The content of lithium metal or lithium alloy in cells may not exceed 1 g per cell, and for cells with lithium ions, the maximum is 20 Wh per cell. The content of lithium metal or lithium alloy in batteries may not exceed 2 g of lithium per battery, and for batteries with lithium ions, the maximum is 100 Wh per battery. Lithium cells or lithium batteries installed in equipment that have been identified by the manufacturer as being defective on the grounds of safety, which have been damaged, or which have the potential to generate dangerous levels of heat, fire or short circuit, must not be sent as a PARCEL.

- 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.
- Cigarettes, other tobacco products, or illegal intoxicants.
- Counterfeit goods and fakes.
- Objects which due to their nature or packaging may expose mail workers to danger, or which may contaminate or damage other consignments, items or postal systems.
- Live animals. PARCELS within Denmark may, however, contain certain invertebrates, for example predatory mites and worms, which do not require special care during transport and can handle repeated parcel handling if they are sent as MyPack Home or PostNord Parcel and if the additional service Return to sender (Retur straks) is chosen. The sender must also have entered into a Collection agreement with PostNord, and if this is not possible, shipments containing invertebrates may only be handed in at a Business Drop-Off. Senders must ensure that it is compliant with animal welfare regulations to send the specific invertebrates as PARCELS. The animals must not be harmed.

PARCELS that are found to contain dangerous goods or prohibited articles will be returned to the sender against payment of a fee or will be handed over to the proper authority.

### 2.3 EDI, labels and barcodes

PARCELS to be sent via PostNord must be in compliance with the rules concerning address labels and barcodes applicable at the time in question.

For PARCELS covered by a Customer Agreement, the sender is required to submit electronic transport orders (EDI) to PostNord for all items in accordance with PostNord's Special Terms and Conditions for EDI.

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

PARCELS weighing more than 20 kg must be labeled with an adhesive barcode label with the words "Tung pakke" (Heavy parcel).

Special rules apply to labels, barcodes and signatures for Insured Items and Postal Parcels – see the Fact Sheets for Insured Items and Postal Parcels, respectively.

### 2.4 Packaging

The sender must ensure that PARCELS are packaged such that the contents are sufficiently secured and protected during repeated pallet and parcel handling, including automatic mechanical sorting, and such that the PARCEL is prevented from causing damage or harm to other items, PostNord or any third party. For particularly heavy items, bottles, spherical or bar-shaped contents, the PARCEL must be packaged so as to prevent the contents displacing themselves or the consignment during handling and transport. Moreover, the packaging must be sufficiently sturdy and designed in such a way that the contents cannot be accessed without leaving visible traces.

Porcelain, glass, glass bottles and similar fragile objects must be packaged in a sturdy box which has been filled with a suitable material to protect the contents – balls or "chips" of polystyrene foam, for instance. Senders must ensure that the objects in a PARCEL cannot rub or knock against each other or against the sides of the packaging during transport.

Fluids including wine, beer and the like, as well as highly fluid and readily condensable substances must be placed in completely leak-proof containers. Each container must be properly packaged and placed in a particularly sturdy box containing a protective material which has the capacity to absorb the liquid in the event of container breakage, and which ensures that the contents will not be damaged during machine sorting.

Technical equipment, including computer equipment, electronic data processing equipment and laser equipment and the like, must be sent in a sturdy box and must be packed in close-fitting, molded shock-absorbing material such as polystyrene. The packaging must have been adapted to the technical equipment in question, so as to protect said equipment appropriately against knocks and to prevent it from moving in relation to the packaging or other objects in the same PARCEL during transport.

Special rules apply to the packaging of Insured Items, see the Fact Sheet for Insured Items.

PostNord is under no obligation to check the packaging. If, on collection or handover of the PARCEL, PostNord discovers that the PARCEL is not packaged responsibly, PostNord is entitled, at its own discretion, either to refuse the PARCEL or to request that

the sender sign a certificate stipulating that the PARCEL is sent at the sender's risk.

### 2.5 Customs clearance

The sender is responsible for correctly completing customs documents with regard to sending the PARCEL to the recipient, to receiving the PARCEL should it be returned to the sender as a Return product, or if the PARCEL cannot be delivered to the original recipient.

In the case of Return products or undeliverable PARCELS, the sender is to provide customs information for use in customs processing such that the PARCEL may be returned to Denmark. If the sender fails to complete the necessary customs documents and the PARCEL therefore remains in the possession of PostNord or PostNord's partner, without any opportunity for returning it to the sender, PostNord reserves the right to destroy the PARCEL.

In connection with exports from Denmark to countries outside the EU, senders must either present himself or by a representative present a customs declaration, as well as an export declaration in certain cases. If PostNord does not receive an export declaration, the sender may be ordered to pay for PostNord to submit an export declaration to SKAT on behalf of the sender.

#### 2.5.1 Special conditions for contract customers

Customs information must be sent electronically to some countries outside the EU. If the customs information is not sent electronically to PostNord, the sender may be ordered to pay a fee for PostNord entering the information on the sender's behalf. The price for this service is specified in the PostNord price list applicable at the time in question and published online at postnord.dk.

As a general rule, the customs declaration is paid by the sender, while customs duties and VAT are paid by the recipient. If the recipient defaults on the payment on the due date, the sender may be invoiced for the sum in question.

Customs declaration may concern individual PARCELS or be performed jointly for several PARCELS in one consignment.

In connection with export consignments with total customs clearance to countries outside the EU, senders must have an agent or other representative who is to handle the customs clearance and who can be charged customs duties, VAT and any special duties for all PARCELS in the consignment. The agent/representative must be a VAT-registered legal entity with customs credit in the country of destination.

### 2.6 Handover/Collection

PostNord Parcel and MyPack parcels are collected by PostNord if an agreement to this effect has been concluded, or are to be handed over at a post office in accordance with PostNord's instructions.

Postal Parcel consignments can be handed over at a post office or placed in a parcel locker terminal (Pakkeboks). For households in rural areas, pre-stamped Postal Parcels may be handed over to the mail carrier to the extent permitted by the mail carrier's means of transportation.

When purchasing postage for Postal Parcels via the PostNord web platform "Online Porto", the sender can purchase collection of the Postal Parcel from the sender's address, although not from multi-story buildings. Collection will take place from a location defined by the sender, close to the sender's mailbox within two working days of the date of issue. On collection, a receipt is placed in the sender's mailbox. If the Postal Parcel is not at the stated location at the collection time, the sender will forfeit the right to collection with no refund of the surcharge paid.

PostNord assumes responsibility for the Postal Parcel simultaneously with the placement of the receipt in the sender's mailbox.

Insured Items must be handed over at a post office that accepts such items. For a list of post offices that offer this service, see [postnord.dk](http://postnord.dk). The items must be handed over to the sales assistant, who signs and stamps a receipt as proof that the items have been sent as Insured Items. This signed receipt must be enclosed in connection with any complaints.

Senders using the PostNord Return Drop Off service must ensure that a receipt is issued for handover to PostNord in the event that a complaint is subsequently filed.

The sender of a PostNord Return Pickup can, if the original sender allows it, have the return parcel picked up without contact with persons at the address. PostNord assumes responsibility for the return parcel when PostNord makes a pickup scan.

## 2.7 Right of disposal

For PARCELS to addresses in Denmark and a number of other recipient countries, the sender is entitled to request that the PARCEL be returned or delivered to a different recipient until the PARCEL has been delivered to the recipient stated on the PARCEL.

PostNord does not refund the price for returned PARCELS. If the sender exercises the right of disposal, PostNord is entitled to charge a fee – in addition to the price of the return consignment or for redirection to the new address – for forwarding the request for the changed delivery, as well as any non-canceled duties, charges and fees.

## 2.8 Delivery

### 2.8.1 Denmark

In Denmark, PARCELS are delivered on signature of a receipt, except for:

- delivery by pick-up at a parcel locker terminal (Pakkeboksen or Nærboks),
- delivery by Flex Delivery,
- delivery pursuant to a ModtagerFlex (Recipient Flex) agreement,
- delivery via FlexChange, and
- delivery in the recipient's mailbox.

PostNord may contact the recipient by phone to agree on details for delivery of a PARCEL.

On delivery rounds, PARCELS are delivered on signature of a receipt to the recipient or to an adult at the address who is authorized to receive consignments – see below, however. If a recipient company operates its business activities from the owner's private residence, a PARCEL may also – on signature of a receipt – be delivered to an adult member of the business owner's household.

A PARCEL may, however, be delivered in the recipient's mailbox if the dimensions and weight of the PARCEL make this possible.

A PARCEL may be delivered by leaving it at the recipient address if it has been sent by Flex Delivery, or if an agreement has been concluded with the recipient to this effect – FlexChange or ModtagerFlex, for example.

ModtagerFlex is a scheme whereby the recipient has entered into an agreement with PostNord to the effect that PARCELS addressed to the recipient may be left at the address without contact with persons at the address. Under this scheme, the recipient is responsible for ensuring that PostNord may lawfully leave a PARCEL at the agreed place.

In the case of delivery under the ModtagerFlex, Flex Delivery, FlexChange schemes, delivery in the recipient's mailbox or at a parcel locker terminal, and pursuant to oral agreements concerning placement at the recipient address, PostNord's delivery scan constitutes documentation of delivery. See the regulations concerning delivery and responsibility in the Fact Sheets for Delivery of Parcels (Udlevering).

Insured items and PARCELS with the additional service Signature Assurance (Underskriftsgaranti) purchased by the sender cannot be placed in the recipient's mailbox, be sent by Flex Delivery or be delivered in accordance with a ModtagerFlex or FlexChange agreement. Furthermore, PARCELS with Signature Assurance cannot be picked up at a parcel locker terminal.

If a PARCEL cannot be delivered as described above, PostNord will notify the recipient by text message, email, letter or via the PostNord app, and the PARCEL will be set aside for collection at a post office or in a parcel locker terminal. PARCELS weighing in excess of 20 kg will be set aside for collection at a distribution center.

For PARCELS without distribution services, it is required that the sender has specified in the EDI the post office or parcel locker terminal to which the PARCEL should be delivered.

If there is no available capacity in the selected parcel locker terminal or the selected post office on the day of delivery, the PARCEL will be set aside for collection at a (different) post office.

When a PARCEL without distribution services is ready for collection, PostNord sends a notification about this to the recipient, cf. subparagraph 3.

When collecting a PARCEL from a parcel locker terminal (Pakkeboksen), the 2 PIN codes provided are used as identification. Thus, the PARCEL is handed out to the person who, at the time of collection, is in possession of the 2 PIN codes. It is the recipient's responsibility to store the PIN codes securely so that they do not fall into the possession of unauthorized persons.

For pick-ups from Nærboks, it is a prerequisite that the recipient has installed the PostNord app because Nærboks is opened via Bluetooth from the app.

The notification must be presented in connection with collection at a post office or a distribution center. Forwarded notifications are deemed equal to authorization having been granted to the person in question to pick up the PARCEL.

However, PARCELS for which the sender purchased the additional service Signature Assurance (Underskriftsgaranti) The deadline for collection of PARCELS is 7 days. The latest collection date is indicated in the notification. The deadline cannot be extended.

If a PARCEL is not collected, the recipient will be sent a reminder that the PARCEL is still awaiting collection. In Denmark, such reminders are only issued for PARCELS that have been sent with text message-, email- or PostNord app notification.

The recipient or the person who has been so authorized can then collect the PARCEL at the post office, distribution center or from a parcel locker terminal via PostNord app, on presentation of the requisite identification within the deadline set out in the notification.

If PostNord cannot deliver a PARCEL to the recipient, or if the deadline set out in any notification issued has expired, the PARCEL will be returned to the sender. Such returns are performed at the sender's expense – with the exception of Postal Parcels and Insured Items, where return is included in the parcel price.

In the case of MyPack Collect In-store, delivery is made to the relevant store, which then handles onward delivery to the recipient. PostNord's responsibility for the consignment ceases once the PARCEL has been delivered to the store. See the Collect In-Store Fact Sheet.

### 2.8.2 International

PARCELS sent to international destinations, the Faroe Islands and Greenland are delivered pursuant to the regulations applicable in the country of destination. PARCELS for distribution which could not be delivered to the recipient's home address are set aside for collection at the premises of PostNord's partner in the country in question.

If it is not possible to deliver a PARCEL to the recipient, or if the deadline set out in any notification issued has expired, the PARCEL will be returned to the sender. Such returns are performed at the sender's expense.

## 2.9 Permanent change of address

If the recipient has moved, the PARCEL will be returned to the sender with the information: "Ubekendt efter adressen" (Recipient unknown at the address). Such returns are performed at the sender's expense – with the exception of Postal Parcels and Insured Items, where return is included in the parcel price.

## 2.10 Undeliverable PARCELS

Undeliverable PARCELS are handled by PostNord in accordance with the provisions of Paragraph 6 of Executive Order no. 727 of 24 June 2011 on Postal Services and Postal Service Providers.

## 2.11 Confidentiality and opening mail

PostNord treats any information concerning the sender's use of postal services as confidential.

PostNord may open a PARCEL without a court order, see Subparagraph 12(1) of the Danish Postal Services Act (*Postloven*), in cases in which it has not been possible to find the addressee or sender, or in cases in which this may be necessary to establish the extent of, or minimize, any damage to the PARCEL.

## 2.12 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. If the sender has selected email notification, PostNord is also entitled to share the receiver's name and email address with Trustpilot A/S.

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](http://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.

### 2.13 Prices

The prevailing prices, taxes and fees for PARCELS are specified in the Customer Agreement, on [postnord.dk/find-prisen](http://postnord.dk/find-prisen) (in Danish). Other price lists are published online at [postnord.dk](http://postnord.dk) or are available from post offices. PostNord weigh and measures the parcels with certified equipment. The measuring equipment is certified to have a maximum deviation of +/- 20 mm in each direction. The result of these weighing and measurements is used for invoicing. Please note that as stated in the price list, PostNord is entitled to charge surcharges and fees depending on the size and shape of the PARCEL, or in the event that special handling is required.

PostNord may decline to carry a consignment and choose to return it to the sender with no refund of the postage paid, if the correct price has not been paid for carriage of the consignment, or if it is discovered that the postage label on the consignment has been used previously. PostNord may alternatively choose to submit an invoice for the missing postage to the sender of the consignment. In such cases, an administration fee will also be charged. The size of this fee is stated on the *Postpakker – kontantkunder* (Postal Parcels – Cash customers) price list, which is published (in Danish) online at [www.postnord.dk](http://www.postnord.dk).

### 2.14 Duty of disclosure

PostNord has a universal service obligation on MyPack and Postal Parcels weighing up to 20 kg.

Products covered by the universal service obligation are exempt from VAT.

Out of consideration for settlement of the price and VAT, the sender is obliged to state if the consignment is a MyPack or Postal Parcel consignment, and must do so in accordance with the PostNord guidelines for the use of packing lists and barcode labels. PostNord carries out random checks of compliance with these guidelines.

If the sender has, in error, sent a consignment as MyPack or a Postal Parcel, even though the consignment did not meet the requirements for same, and PostNord has therefore, in error, not charged VAT, PostNord will be entitled subsequently to invoice the sender for the correct VAT.

PostNord will also be entitled seek recourse for any claim that the Danish tax authorities may bring against PostNord as a result of the error. If the sender has, in error, sent a consignment covered by the universal service obligation as a product not covered by the universal service obligation, and PostNord has therefore, in error, charged VAT, PostNord will resolve the matter by issuing the sender a credit note pursuant to the provisions of the Danish VAT Act (*Momsloven*). In both cases, PostNord will be entitled to claim payment of any price difference between the parcel products in question. PostNord is also entitled to charge a fee of DKK 100 in connection with such handling errors.

### 2.15 Liability

PostNord's liability for damages with regard to PARCELS is governed by NSAB 2015 with the exemptions that follow from the Customer Agreement and these general terms and conditions, as well as the Individual Authorization issued on 30 May 2016 to Post Danmark A/S.

In accordance with the Individual Authorization, PostNord will pay compensation for products covered by the Universal Service Obligations (MyPack, Postal Parcels and Insured Items) sent to international destinations, the Faroe Islands and Greenland, under the rules of the Universal Postal Convention and related provisions, although see subparagraph 2.15.2.

The basis of liability for domestic PARCELS follows from the rules of NSAB 2015 (clause 15f), provided that the rules on compensation therein put the sender in a more favorable position than the rules in the Individual Authorization.

Compensation will only be paid if proper documentation of the claim is provided.

#### 2.15.1 Compensation for delay

PostNord is not liable for compensation in case of delayed collection. In the absence of any specific agreement to the contrary, Paragraphs 7, 15 and 19 of NSAB 2015 will consequently not apply to the collection of PARCELS.

PostNord is solely liable for ensuring that domestic PARCELS arrive within a reasonable time (without a time guarantee); see NSAB 2015, clause 7(1). NSAB 2015, clause 19 B, concerning time guarantees will consequently not apply.

PARCELS sent to destinations in Denmark where delivery is not made on a daily basis, cf. subparagraph 1.0, will not, however, be deemed to be delayed unless the actual carriage time exceeds the time that can reasonably be expected under normal circumstances.

In special cases, PostNord may require that the sender obtain a written declaration from the recipient that a PARCEL was delayed.

Compensation will only be paid for the sender's documented financial losses, and compensation cannot exceed an amount equivalent to the price charged for carrying the delayed PARCEL, excluding surcharges for any services. The recipient is not entitled to compensation for delay.

In addition to the grounds for exemption from liability that follow from NSAB 2015, PostNord will not pay any compensation for delay in force majeure situations as described in detail in the Customer Agreement, nor for situations in which delivery of the PARCEL to the recipient has not been possible or has been associated with risk; see subparagraph 1.0.

Under no circumstances will compensation be paid for delay of PARCELS sent to international destinations, the Faroe Islands and Greenland.

#### 2.15.2 Compensation for loss and damage

PostNord will only pay compensation for loss of the PARCEL if it has been scanned by PostNord. However, if the PARCEL has not been scanned by PostNord, PostNord may, in special cases and only based on a specific estimate, choose to pay compensation on the basis of a transport order (EDI), on condition that the regulations in effect from at the time in question for sending EDI have been met.

PARCELS which are sent by Flex Delivery, or which have been delivered in the recipient's mailbox or which, by arrangement with the recipient – under the ModtagerFlex or FlexChange schemes, for instance – have been delivered by being left at the recipient's address, will be regarded as having been received once the PARCEL 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 PARCEL.

Delivery of a PARCEL to a person other than the one to whom PostNord is entitled to hand over the PARCEL is equated with loss if the PARCEL is not subsequently received by the appropriate recipient.

Compensation for loss, deterioration or damage is fixed in accordance with the regulations laid down in NSAB 2015.

If the PARCEL contained goods, compensation will be paid on the basis of the purchase price for same (invoice value, less mark-up and VAT, unless the sender is a private individual, in which case mark-up and VAT will not be deducted). Otherwise, the value of the PARCEL will be set at the market price for, or the usual value of, objects of the same type and condition – e.g. correspondingly used objects. Under no circumstances will compensation be payable for antique value, affection value or loss of profit; cf. NSAB 2015, clause 17.

Compensation for damage is paid in an amount corresponding to the loss of value, and the sender is responsible for proving that the contents of the PARCEL have no residual value if this is indeed the case. No compensation will be payable if the PARCEL was insufficiently packaged.

PostNord may request an auditor's statement as documentation of the sender's claim for compensation.

The compensation payable for a PARCEL cannot exceed the maximum limits set out in NSAB 2015.

For Insured Items, the compensation cannot exceed an amount corresponding to the value stated for the item(s).

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 PARCEL or the contents of same.

Compensation is paid to the sender, regardless of whether the recipient may bear the carriage risk. If the PARCEL 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 sender's losses in full, right of ownership to the contents of the PARCEL will be transferred to PostNord.

### 2.16 Sender's liability in damages

The sender is obliged to indemnify PostNord for any loss incurred by the PostNord Group as a result of the contents or packaging of a PARCEL not being in compliance with the requirements on content and packaging laid down in these general terms and conditions, including the requirements in subparagraphs 2.2 and 2.4.

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

### 2.17 Complaint period

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

In addition to the 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 PARCEL was handed over to PostNord. Complaints not filed within the deadline will be forfeited.

Complaints must be filed with PostNord. For additional information about claims, see [postnord.dk](http://postnord.dk).

### 2.18 Period of limitation

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

### 2.19 Complaints

Any complaint by senders or recipients about PostNord's delivery of a PARCEL covered by the Universal Service Obligations must be submitted to PostNord Customer Service.

Such complaints must be submitted within six months of the PARCEL having been handed over for delivery. As regards claims for compensation, see

the deadlines for claims set out in subparagraph 2.17.

Customer Service undertakes to handle complaints within one month of receipt, unless special circumstances apply.

The decision of the Customer Service department may be appealed to the PostNord Complaints Review Service, Hedegaardsvej 88, DK-2300 København S. The Complaints Review Service also provides guidance on the complaints procedure in relation to the services covered by the Universal Service Obligations.

### **3.0 Notification**

#### **3.1 Definition**

In this context, "Notification" is taken to mean a message sent to the recipient that a PARCEL is on the way and/or that the PARCEL has now arrived at a specified collection address.

Electronic notifications cannot be linked to physical parcel labels bought at a post.

Notification may take the form of text message notification, email notification or notification in PostNord app.

Text message notifications are sent to recipients in the period 06.30–21.30, while app and email notifications are sent 24 hours a day.

Notifications are generated on the basis of scans performed by PostNord.

#### **3.2 Recipient information**

The sender of a MyPack or PostNord Return Pickup consignment must state the recipient's email address and/or cell phone number.

#### **3.3 Trustpilot**

If the sender has chosen email notification, the sender accepts that PostNord may also use the recipient's name and email address to send a separate email with an invitation to submit a review of PostNord's delivery service. This email will be sent by Trustpilot on PostNord's behalf.

#### **3.4 Compensation**

Subparagraph 2.15 does apply to PARCELS sent with notifications. However, PostNord will not be liable for the contents of the notification, nor for the delay or non-receipt of the notification, regardless of the reason for this. No claim of any kind can be brought against PostNord for notifications.