

## Special Terms and Conditions

# Sorted Magazine Mail

## General information

These Special Terms and Conditions apply to the carriage of Sorted Magazine Mail. The rules laid down in the Danish Postal Services Act (Postloven) and relating provisions, see Act No. 1536 of 21 December 2010 with subsequent amendments, apply as a supplement to the Special Terms and Conditions. These Special Terms and Conditions are applicable to consignments submitted for carriage as from January 1, 2022.

In addition, the carriage of Magazine Mail is subject to the current Guidelines for Magazine Mail and the current Guidelines for Submission of Electronic Address Files. In the event of a dispute, the General Terms and Conditions take precedence. These Special Terms and Conditions are applicable to consignments submitted for carriage as from 1 January 2022.

Postal distribution of Sorted Magazine Mail is provided by Post Danmark (hereinafter called "PostNord") on all weekdays.

Unless otherwise explicitly stated, weekdays in the following are taken to mean Monday to Friday excluding public holidays, 5 June (Constitution Day) and 24 December, as well as bridging days approved by the Danish Transport, Construction and Housing Agency. Bridging days are single working days falling between Sundays and public holidays, as well as official non-working days.

PostNord's distribution calendar, which shows distribution periods as well as changes in relation to public holidays, can be found (in Danish) at [www.postnord.dk/produktinformation](http://www.postnord.dk/produktinformation).

Collection/distribution of consignments will not take place on 31 December 2022.

## 1.0 Sorted Magazine Mail

### 1.1 Definition

Sorted Magazine Mail comprises addressed consignments with uniform, printed contents, such as catalogues, brochures, magazines or the like.

Sorted Magazine Mail can be sent to recipients in Denmark (excluding the Faroe Islands and Greenland).

### 1.2 Conditions for sending Sorted Magazine Mail

In order to send Sorted Magazine Mail, the sender must have entered into a Customer Agreement on distribution of such mail with PostNord, and the conditions in paragraph 3 must have been met as well as the following conditions:

- 1.2.1 The consignments must have a clearly stated title or other unique identification.
- 1.2.2 Each individual title must have been allocated a permanent five-digit ID number, which must appear on the consignments.

1.2.3 The consignments must have uniform, printed contents.

1.2.4 The consignments must not contain individual messages. However, as an exception, subscription magazines may contain a giro transfer form to be used solely to cover the subscription payment for the magazine. In addition to the recipient's name and address, the giro transfer form must contain a statement of the amount payable.

1.2.5 The contents must be paper-based. Uniform contents of a material other than paper may, however, be enclosed with the consignments.

1.2.6 The consignments must be unwrapped or wrapped in plastic film, as further described in subparagraph 1.8.

1.2.7 The consignments must be distributed by PostNord to, in principle, the same recipients, and a variation of more than +/50% cannot be approved.

1.2.8 Each issue of a magazine shall consist of at least 4 pages of text.

The consignments will be distributed at a fixed annual frequency of minimum four consignments a year and with a minimum quantity of 1,500 items per consignment for distribution, however, with an overall minimum annual quantity of 30,000 items.

A smaller quantity per consignment can be accepted against payment of the price for the minimum quantity required per consignment.

For the supplementary service "Deviation from annual quantity", the above quantity requirement of 30,000 items can be disregarded against payment of a supplementary charge.

The "Additional Handling" supplementary service can be used by agreement on occasions when deviations result in extra costs for PostNord. The supplementary service can be used several times for the same batch.

The sender must submit a consignment plan for the items of Sorted Magazine Mail planned for distribution during the term of the Agreement. Notification of changes in relation to the consignment plan must be given no later than 10 weekdays before the agreed drop-off date.

In case of inconsistency between the number of addresses of which notification has been given in the consignment plan and the number of addresses in the Input File (see subparagraph 3.2 for a definition of "Input File"), the Input File will provide the invoicing basis for the consignments.

### 1.3 Service standard and quality target

The service standard for Sorted Magazine Mail is that the consignments will be delivered to the recipients no later than five weekdays after they have been submitted to PostNord.

The performance target for the service standard is 95%.

## 1.4 Dimensions

Sorted Magazine Mail must comply with the following formats:

- Maximum: 33 x 23 x 2.0 cm, packing included.
- Minimum: 14 x 9 cm

Items exceeding 33 x 23 cm, packing included, must be folded sharply to prevent their shortest side from exceeding 23 cm, packing included.

## 1.5 Weight

Sorted Magazine Mail must weigh a maximum of 2 kg, packing included.

## 1.6 Contents

Sorted Magazine Mail shall contain uniform, paper-based printed contents. Other uniform content may be enclosed with the printed content.

Inserts may not on repeated occasions weigh more than the actual magazine.

## 1.7 Marking

Sorted Magazine Mail must be marked with "Sorteret Magasinpost" (Sorted Magazine Mail) or 'Magasinpost SMP '(Magazine Mail SMP).

## 1.8 Packing

The consignments must be unwrapped or wrapped in plastic film or similar packing material that allows the contents to be checked.

If packed in opaque packing that does not permit the contents to be checked, the sender accepts that PostNord will open these items.

The sender is responsible for ensuring that Sorted Magazine Mail has the requisite packing or can be sent securely without packing, so that it is ensured that the contents are sufficiently protected during normal postal handling, including mechanical sorting, and so that the consignment does not cause any damage to other consignments or items, PostNord or a third party.

## 1.9 Submission

A sender must submit Sorted Magazine Mail at the Mail terminal stipulated in the Customer Agreement unless a written agreement on collection has been entered into. When they are submitted, the consignments must have been sorted and divided in accordance with the Customer Agreement and PostNord's current Guidelines for Magazine Mail.

Sorted Magazine Mail can be submitted Monday-Friday by 16:00 hours at the latest.

Sorted Magazine Mail must be submitted for carriage by PostNord in addressed condition and provided with printed sorting details from the Output File (see subparagraph 3.2 for a definition of "Output File"). The items must have been divided in accordance with PostNord's current Guidelines for

Magazine Mail, as well as in the order of distribution described in Guidelines for Submission of Electronic Address Files in relation to Sorted Magazine Mail.

Before submitting the consignments, the sender must send an electronic address file to PostNord. PostNord undertakes to verify the address file, enter the relevant sorting details, sort the addresses in the file and return the verified addresses to the sender.

PostNord reserves the right to affix a label with a barcode or production information to consignments.

A filled-in consignment note (B69) must also be provided; this note is available online at [www.postnord.dk](http://www.postnord.dk)

Magazines can be submitted interspersed with each other and sorted in their delivery order, regardless of their title, provided they are submitted in the periods specified by PostNord, and provided that at least 1,500 copies of each title are submitted and there are at least 30,000 items each time, and that this type of submission is used at least 12 times per year. The batches are divided up by the sender in accordance with the coverage area of each individual PostNord mail terminal, and submission of the divided batches must then be made to each of the mail terminals to which the batches belong. Packaging must conform to instructions from PostNord. Please check the calendar with submission deadlines at [www.postnord.dk](http://www.postnord.dk). Weight details for each magazine are provided in the address file prior to submission.

#### 1.10 Delivery

PostNord distributes Sorted Magazine Mail anywhere in Denmark on all weekdays to the address stated on the consignment. The distribution may be limited in case of:

- particularly remote or inaccessible locations in rural areas, or
- island communities without regular ferry or boat services.

In special cases, where circumstances at the recipient's location render distribution difficult, or where distribution is associated with physical or mental risk, PostNord is entitled to refrain from distribution of Sorted Magazine Mail, for example due to untethered snappish dogs at the address, lack of snow clearance/graveling, harassing or otherwise offensive/threatening behavior.

Unless otherwise agreed for, for example, recipients who live in military barracks, hotels, hospitals, nursing homes, student halls of residence or the like, PostNord will deliver the consignment to the recipient's mailbox, to the recipient's mail slot or cluster box unit at the address stated on the consignment.

If the recipient does not comply with the provisions for the installation of mailboxes, cluster box unit or establishment of a mail slot, or if the addressee's name is not indicated on the mailbox, cluster box unit or mail slot, PostNord may refrain from distributing the consignment. The same applies if there is no access to the cluster box unit, or if the recipient's mailbox is completely full.

Consignments that PostNord refrains from distributing will normally be treated as undeliverable Sorted Magazine Mail. PostNord may, however, choose to attempt to redeliver the consignment, hand it over to an adult at the address or leave it at a post office for pick-up.

Consignments not meeting the conditions and/or definitions in subparagraphs 1.1 to 1.9 may be withheld by PostNord until an agreement has been made with the sender.

PostNord will seek to make a direct handover to the recipient of consignments which, due to their size, cannot be delivered in the recipient's mailbox/mail slot or in the cluster box unit. If this is not possible, PostNord will seek to hand over the consignment to an adult member of the recipient's household or to the recipient's shop staff who are at the address. If this fails, PostNord will, if possible, leave an attempted delivery notice at the address. The recipient or the person who has been authorized for this can then pick up the consignment at the post office after presenting the necessary identification within the time limit stated in the attempted delivery notice.

The time limit for collection will normally be 14 days.

If, due to a permanent change of address or non-deliverability, PostNord cannot deliver the consignment to the recipient or the time limit stated on any attempted delivery notice has expired, the consignment will not be returned to sender. Undeliverable Sorted Magazine Mail will be destroyed by PostNord.

The sender will not be informed of the recipient's new address in the event of a permanent change of address that has not been stated in connection with address verification; see paragraph 3 or information about the non-deliverability of Sorted Magazine Mail.

#### 1.11 Change of address

If the recipient has notified PostNord of a change of address, the consignment will be forwarded free of charge to the new address for a period of normally six months.

Prior to submitting the consignments, the sender has the opportunity of having its address file verified and thereby receiving information in advance about the recipients who may have changed their addresses; see paragraph 3.

#### 1.12 Franking

Sorted Magazine Mail must be PP franked.

PP franking templates can be downloaded from [www.postnord.dk](http://www.postnord.dk). PP franking is positioned on the consignment in accordance with the rules stipulated at [www.postnord.dk](http://www.postnord.dk), and the consignment must be furnished with the sender's name and address.

#### 1.13 Prices

Summaries of the current list prices are available at [www.postnord.dk](http://www.postnord.dk).

#### 1.14 Compensation

PostNord's liability to compensate for Sorted Magazine Mail is governed by the Danish Postal Services Act with related provisions, see Act No. 1536 of 21 December 2010 with subsequent amendments.

PostNord will not pay any compensation for delay, loss, including incorrect delivery, total or partial loss of contents, damage, non-delivery or premature delivery of Sorted Magazine Mail, or for destruction of consignments in connection with PostNord's handling of Sorted Magazine Mail.

#### 1.15 Complaints

Any complaint by a sender or a recipient about PostNord's handling of Sorted Magazine Mail must be submitted to PostNord, Customer Service.

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

PostNord undertakes to handle complaints within one month of their receipt, unless special circumstances apply.

Any decision made by Customer Service may be brought before PostNord's Complaints Review Service,

Hedegaardsvej 88

DK-2300 Copenhagen S.

The Complaints Review Service also provides guidance on the complaint's procedure.

#### 2.0 Sorted Magazine Mail Flat Rate

Sorted Magazine Mail Flat Rate is covered by the Special Terms and Conditions for Sorted Magazine Mail, see subparagraphs 1.1 – 1.16 but with the following derogations, and see paragraph 3:

#### 2.1 Conditions for sending Sorted Magazine Mail Flat Rate

The consignments must be sent at a fixed annual frequency of a minimum of eight consignments a year and with a minimum of 3,000 items per consignment.

If the quantity of submitted magazines is not in accordance with the number of addresses in the verified address file, PostNord will invoice the sender based on the number of addresses in the file. PostNord reserves the right to have the address file resent.

PostNord allocates the verified address file an address verification ID and time stamp. These identifiers and the recipients' subscription numbers must be stated when addressing the magazine.

#### 3.0 Address verification

##### 3.1 Use of address verification

The sender's consignments of Sorted Magazine Mail are subject to address verification as described below.

##### 3.2 Description of address verification

Address verification entails mechanical matching of the sender's address file (Input File) with PostNord's recipient address database, which results in the return of new addresses of private individuals and enterprises in respect of whom/which a temporary or permanent change of address has been recorded, for addresses in both Denmark and abroad (Output File). Temporary or permanent changes of address will be matched as long as the period of redirection is "active" in PostNord's own production apparatus, i.e. as long as PostNord offers to redirect letters to the new address.

Where a change of address to a confidential address has been registered, i.e. the recipient has moved to a new confidential address, the old address will be returned unprocessed.

Address verification also includes the return of corrected addresses of recipients whose names and addresses essentially tally with the data recorded in PostNord's recipient address database, but where the return of corrected addresses results from incorrect or insufficient data recorded in the Input File due to spelling mistakes, typing errors, missing floor indications and the like (corrections).

Names, including c/o names, are returned unchanged as part of the address verification.

The recipient address database comprises the recipients of mail in respect of whom PostNord a universal service obligation and is updated with information on any change of address of which notification has been given to PostNord.

Address verification is based on the same technology as applied by PostNord in letter processing. This technology calculates probabilities, resulting

sometimes in a wrong address. PostNord accepts no liability for such incidents.

### 3.3 Sender's data

PostNord's service is conditional on the provision of the Input File as described in the Customer Agreement with relating appendices, including PostNord's Guidelines for Submission of Electronic Address Files.

The sender is obliged to notify PostNord as soon as possible and no later than before the submission of the address file to PostNord if the Input File contains data that must not be printed in connection with PostNord's or any subcontractors' addressing of Sorted Magazine Mail.

The sender must ensure that PostNord will not receive data in contravention of applicable laws, including the Danish Data Protection Act (Databeskyttelsesloven). The sender is obliged to indemnify PostNord for any claim for compensation and/or penalty claim or other losses that PostNord may incur as a result of the sender's non-fulfilment of the above obligation.

PostNord reserves the right to request the sender to submit the Input File again if all or part of the data contained in the file does not meet the requirements for Input Files.

The time limits that apply to PostNord's use of the Input File will not begin to apply until the time at which PostNord has received data that meets these requirements. Any delay in the sender's submission of a correct Input File will entail a corresponding delay in PostNord's distribution of the consignments.

### 3.4 Submission of address file

The Input File must be submitted in conformity with the time limits stated in the current Customer Guide.

### 3.5 Use of verified addresses

The verified data (Output File) may only be used for consignments and by the sender itself.

Use in contravention hereof will constitute a material breach of the Customer Agreement. In addition, the sender is obliged to indemnify PostNord for any claim for compensation and/or penalty claim or other losses that PostNord may incur as a result of the sender's non-fulfilment of the above obligation.

By signing the Customer Agreement, the sender declares that it will respect the wish for protection against unsolicited advertising for enterprises for which unsolicited advertising protection is marked with an "X" in the Output File, that primary data on such enterprises will not be passed on or published, either collectively or in groups, and that where passed on individually to private individuals, it is clearly stated that the enterprise is protected against unsolicited advertising; see Section 19 of the Danish Act on the Central Business Register (CVR-loven).

By signing the Customer Agreement, the sender also declares that it will respect the wish for protection against receiving unsolicited communication in respect of private individuals for whom protection against unsolicited advertising is marked with an "X" in the Output File; see Section 10 of the Danish Marketing Practices Act (Markedsføringsloven).

The sender is obliged to update its customer data in compliance with the information in the Output File.

The customer is made aware that the quality of verified addresses may deteriorate if the verified data is not used immediately after address verification. In such case, the volume of returns will probably increase. PostNord assumes no liability for this.

### 3.6 Sender's receipt of verified addresses

The sender will receive the Output File from PostNord within 24 hours after submission of the Input File.

If the sender has not received the Output File from PostNord within 24 hours after submitting the Input File, this must be communicated by the sender to PostNord without delay. The communication must be addressed to PostNord's IT Service Desk.

### 3.7 Data security

The sender warrants that all electronic correspondence, including email messages, attached files etc., sent to PostNord have been checked for all viruses generally known at the time of the transmission to ensure that PostNord will not receive virus-infected data.

Before the Output File is delivered to the sender, PostNord will ensure, in so far as possible, that the file has not been infected by viruses. However, the sender is obliged to check the file for viruses before using it. PostNord assumes no liability for any damage caused by undetected viruses.

### 3.8 Compensation

PostNord will not pay any compensation for its performance of address verification, processing of the sender's data or handling of the verified addresses. Nor will compensation be paid for any erroneous addressing performed by PostNord.

### 4.0 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](http://www.postnord.dk/personlige-oplysninger)