

## Customs Terms (Customer with Customer Agreement))

# USA and Puerto Rico

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### General Information

This service is provided by PostNord A/S ("PostNord"). Other subsidiaries of PostNord A/S may be authorized to enter into agreements on behalf of PostNord A/S, but PostNord A/S is always the customer's contracting party. PostNord's General Business Terms for customer agreements and business terms for PARCELS also apply between PostNord and the customer. PostNord invoices the customer for this service, including applicable VAT. The customer is obliged to pay PostNord for the service provided, including applicable VAT, at any given time.

#### 1.0 Customs Declaration

PostNord declares postal shipments to US Customs and Border Protection (CBP) based on the information in the customs declaration, known as CN 22 or CN 23, as specified in the Universal Postal Convention and which must be attached to the shipments. The customer is responsible for ensuring that the information provided is correct, and PostNord is not liable for errors, delays, losses, claims, costs, or expenses arising from incorrect or incomplete information from the customer.

In addition to the rules in the Universal Postal Convention, the HS code must be 10 digits according to US standards, the value of the goods must be stated in USD, and the correct country of origin for the goods must be indicated. If goods in the same shipment have different countries of origin, customs duties are charged based on the goods with the highest duty for the entire shipment.

It is CBP's assessment of which customs duties, import duties, and other fees or costs are to be imposed on a shipment that forms the basis for PostNord's invoicing of the customer. If CBP changes its assessment in such a way that a higher duty, tax, or tariff must be charged, or if other costs arise than what the customer has paid for, PostNord is entitled to immediately invoice the customer for such costs.

The customer undertakes to inform themselves about applicable US legislation when exporting to the USA and is responsible for ensuring that all regulations are complied with and that all taxes and duties are paid.

#### 2.0 Fees and costs

PostNord charges a customs clearance fee to cover declarations in the USA.

If customs must be declared and paid to CBP, the exporter must pay this amount to PostNord to cover the expenses PostNord incurs in connection with the shipment to the USA.

PostNord undertakes to pay customs and other import duties to the US customs authorities on

behalf of the customer. The customer is responsible for paying the applicable customs, import duty, or other fees to the US customs authorities; PostNord only covers the expenses on behalf of the customer. The customer is obliged to reimburse PostNord for such expenses.

PostNord provides an administrative service to the customer in connection with the import of the customer's shipment to the USA. PostNord invoices the customer for this service, including applicable VAT. The customer is obliged to pay PostNord for the service provided, including applicable VAT.

#### 3.0 Payment terms

Customers with a customer agreement are invoiced separately for customs, other import duties, and the customs clearance fee with a payment term of 8 days, unless otherwise agreed with PostNord.

#### 4.0 Liability

The applicable liability terms are set out in PostNord's General Business Terms for customer agreements and Special Terms and Conditions for PARCELS and International Letters.

PostNord is entitled to refuse shipments if, in PostNord's opinion, they do not meet the conditions set out in these terms and conditions.

PostNord is not liable for indirect damage and costs arising in connection with the performance of services under these terms and conditions and is only liable for damages up to the amount paid for the performance of the service.