

General Terms and Conditions for Customer Agreements

1. Scope

These General Terms and Conditions for Customer Agreements (the "General Terms and Conditions") apply to the services provided by PostNord under the Customer Agreement and the Special Terms and Conditions entered into between PostNord and the Customer.

These General Terms and Conditions may be derogated from only by separate written agreement between PostNord and the Customer.

The General Terms and Conditions, Special Terms and Conditions, guidelines and other written instructions applicable from time to time are available on PostNord's website (www.postnord.dk).

2. Definitions

Unless otherwise specifically stated in these General Terms and Conditions, all definitions set out in the Customer Agreement shall also apply to these General Terms and Conditions.

- **"Business Days"** means Monday to Friday, excluding public holidays, Constitution Day (5 June) and Christmas Eve (24 December).
- **"Customer"** has the meaning set out in the Customer Agreement.
- **"Customer Agreement"** means the agreement entered into between the Customer and PostNord.
- **"LeverandørService"** means a digital service through which the Customer may enrol in automatic payment of its invoices received from PostNord.
- **"Sender"** means the person who, on behalf of the Customer, has instructed PostNord to forward a consignment.
- **"Business Sender/Business Recipient"** means a sender or recipient that is not a private individual, i.e., a legal entity or a natural person acting in the course of its business.
- **"Consignments"** means parcels, documents, goods or other items transported from the Sender to a recipient via a PostNord service.
- **"Recipient"** means the person receiving the consignment or the addressee of the consignment.
- **"Private Individual"** means a natural person acting primarily outside its trade, business or profession.
- **"PostNord"** has the meaning set out in the Customer Agreement.
- **"PostNord Account"** is a digital solution through which the Customer may, inter alia, order services, view invoices, view track & trace, etc.
- **"Special Terms and Conditions"** refers to those parts of the Customer Agreement that prevail over the General Terms and Conditions and govern the individual services comprised by the Customer Agreement.

3. Prices and Price Adjustments

The Customer shall pay prices, surcharges and fees in accordance with the Customer Agreement. References to prices in this document include all forms of prices, surcharges and fees. Where a price is not specifically governed by the Customer Agreement and its appendices, PostNord's list prices in force from time to time shall apply.

All prices are stated in Danish kroner (DKK) and are exclusive of VAT unless otherwise specifically stated in

the Customer Agreement or the relevant pricing appendices. To the extent a service is not subject to VAT, this will be stated.

Changes to PostNord's list prices shall be published on PostNord's website at least one (1) month before the price changes take effect.

PostNord is entitled to change prices agreed with the Customer. Changes to agreed prices shall be notified to the Customer with at least one (1) month's written notice. If the Customer does not wish to accept the change to the agreed prices, the Customer is entitled to terminate the Customer Agreement with one (1) month's written notice. Such notice must be given before the change takes effect.

If the Customer's purchases under the Customer Agreement, including with respect to volume, shipment profile, terms and other specific circumstances relating to the individual product, do not correspond to the assumptions underlying the Customer Agreement, PostNord is entitled to adjust the price prospectively. This is because changes to the agreed assumptions may affect PostNord's sales and thus the costs associated with the customer relationship. The Customer shall receive written notice of the price adjustment, which shall take effect immediately.

PostNord is also entitled to adjust prices or introduce new surcharges and fees if PostNord deems this necessary due to changes in legislation or decisions by public authorities, or in the event of changes in taxes, VAT, customs tariffs or other public duties. Prices may furthermore be adjusted due to increased fuel costs, exchange rate fluctuations and other costs beyond PostNord's control. The Customer shall receive written notice of the price adjustment, which shall take effect immediately.

Further information on prices, surcharges and fees is available on PostNord's website (www.postnord.dk) under "List prices" and other relevant pricing pages.

4. Payment, Invoicing and Credit Terms

4.1 Invoicing terms and conditions

The payment terms and invoicing frequency are set out in the Customer Agreement.

The OCR number stated on the invoice must be used as the payment reference.

PostNord charges an administration surcharge for each invoice submitted to the Customer. The surcharge is stated on PostNord's website (www.postnord.dk) under "Other Prices".

The due date is the last timely payment date for the amount due.

Where payment is made via LeverandørService, PostNord will debit the relevant amount from the Customer's account on the due date through Nets LeverandørService. If the Customer rejects the payment in LeverandørService, this shall be deemed non-payment of the amount due.

If payment is not made on time, default interest shall accrue from the due date. Default interest is determined in accordance with the Danish Interest Act and is calculated per commenced month.

PostNord also charges the compensation fee and reminder fee permitted by law.

Default interest and reminder fees are stated on PostNord's website (www.postnord.dk) under "Other Prices".

4.2 Credit terms and conditions

At any time during a credit period, PostNord is entitled, following a credit assessment, to require the Customer to provide adequate security for the credit or to deposit an amount as security for payment, or alternatively to prepay each individual order or dispatch within an invoicing period.

If the Customer's credit need or credit rating changes during the term of the agreement, PostNord may perform a renewed credit assessment and require the provision of security/deposit/prepayment, or require additional security/deposit. Where it has been agreed between PostNord and the Customer that the Customer shall provide security/deposit an amount as security for payment/prepay, this is set out in a written addendum to the Customer Agreement.

PostNord is entitled to terminate any credit facility with immediate effect and to demand immediate payment of outstanding receivables in the following circumstances:

- the Customer is in arrears with payments to PostNord;
- the security provided by the Customer is, in PostNord's assessment, no longer sufficient;
- the Customer fails to provide adequate security upon PostNord's request; or
- the Customer has filed for bankruptcy or has been declared bankrupt, has commenced composition proceedings, has suspended payments, or must otherwise be considered insolvent or has entered into liquidation.

PostNord may obtain information about the Customer from recognised credit reference agencies.

4.3 Invoicing errors

Errors in an invoice from PostNord, such as incorrect amounts, errors in fees, duplicate invoicing or other invoicing errors, must be asserted in writing as soon as possible and no later than six (6) months from the invoice date. If the Customer has not raised an objection in writing before expiry of this deadline, the Customer shall be time-barred from bringing any claim relating to the invoicing error.

5. Terms and Amendments

PostNord's General Terms and Conditions, Special Terms and Conditions, guidelines and other written instructions in force from time to time apply to PostNord's provision of services under the Customer Agreement, unless otherwise expressly agreed in the Customer Agreement.

PostNord is at all times entitled to make amendments to the General Terms and Conditions, the Special Terms and Conditions, etc. Publication of the amended terms will take place at least one (1) month before they enter into force. No separate notice of amendments will be given, and the Customer should therefore continuously monitor PostNord's website to stay informed of any amendments.

PostNord will, however, notify the Customer if material amendments are made that are of material significance to the Customer. Such notice may be sent to the email address provided by the Customer.

Upon execution of the Customer Agreement, a customer profile for the Customer is automatically created for the PostNord Account. Use of the PostNord Account must at all times be in accordance with PostNord's terms and conditions for the PostNord Account.

6. Liability

PostNord shall be liable for compensation only to the extent stated in the Special Terms and Conditions applicable to the relevant service.

PostNord shall in no event be liable for indirect loss or consequential loss, loss of profit, loss of markets or other similar damage or loss.

Unless otherwise set out in the Customer Agreement or the Special Terms and Conditions applicable to the

relevant service, PostNord's liability is limited to the Customer's payment for the service in the invoicing period in which the damage occurred.

The Customer shall be liable for compensation in accordance with the general rules of Danish law, unless otherwise stated in the Customer Agreement or the Special Terms and Conditions applicable to the relevant service.

7. Force Majeure

Circumstances beyond the parties' control, such as labour disputes, fire, chemical spills or risk thereof, flooding, lightning, power outages or similar supply failures, natural disasters, war or war-like conditions, terrorism, bomb threats, seizure, currency restrictions, riots and civil unrest, epidemics or quarantine/isolation ordered by national authorities, product shortages, restrictions on fuel/propulsion and lack of subcontractor deliveries resulting from any of the above circumstances which cannot be replaced, or can only be replaced on exceptionally onerous terms, shall entail exemption from liability if they prevent performance of the Customer Agreement or render performance unreasonably burdensome. The above circumstances shall only entail exemption from liability if they could not reasonably have been foreseen at the time the Customer Agreement was entered into.

PostNord shall also be exempt from liability where ordinary transport is disrupted due to difficulties caused by snow and ice or similar weather conditions, or due to traffic obstructions that make it impossible for PostNord to perform the Customer Agreement, including delivery times and the like, or render performance unreasonably burdensome.

Furthermore, PostNord is entitled temporarily or permanently to suspend or discontinue the provision of services to specific countries or for specific types of consignments if new or amended customs duties as well as customs, duty or import restrictions, decisions by public authorities, trade sanctions or other regulatory measures are introduced which prevent, or materially impede, PostNord's ability to provide the service. PostNord will inform the Customer as soon as possible of any such suspensions.

8. Sanctions

The Customer represents and warrants that the Customer is not, directly or indirectly, subject to international sanctions (trade sanctions and financial sanctions) imposed by the UN, the EU, the United Kingdom or the United States. The Customer shall immediately notify PostNord if the Customer becomes subject to sanctions. If the Customer, directly or indirectly, becomes subject to sanctions, PostNord is entitled to refuse performance of contractual obligations, terminate the Customer Agreement for cause and claim compensation for any loss.

9. Intellectual Property Rights

All intellectual property rights and technical solutions relating to PostNord's services and the associated software are and shall remain the property of PostNord and are not transferred to the Customer, nor may they be used by the Customer beyond what is expressly permitted under the Customer Agreement.

10. Confidentiality

PostNord is subject to statutory confidentiality obligations under Danish and international legislation on postal services, data protection and telecommunications. PostNord treats all information regarding the Sender's use of postal services as confidential.

PostNord and the Customer shall not disclose the Customer Agreement to any third party unless otherwise agreed in writing. The above applies only to the extent disclosure is not required by law. However, either party is entitled to disclose such information relating to the Customer Agreement as is necessary for a supplier or service provider to perform its services. Such information must not include pricing information. Any supplier or service provider receiving information about the Customer Agreement shall also be obliged to comply with the above confidentiality obligations.

PostNord is entitled to disclose any documentation and information received from the Customer in connection with the processing and assessment of the Customer's claim for compensation if PostNord wishes to pursue

recourse against any third party, including but not limited to subcontractors or insurance companies.

PostNord may inform other companies within the PostNord group about the Customer Agreement. In connection with the transfer of activities to another legal entity or the transfer of shares in a subsidiary, PostNord is entitled to present the Customer Agreement to the receiving company.

If either party is required to disclose the Customer Agreement to a public authority, the disclosing party shall request that the authority treats the Customer Agreement as confidential.

The Customer shall ensure that documentation and instructions made available pursuant to agreement with PostNord

is stored securely and does not come into the possession of any third party, and that such documentation and instructions are returned to PostNord upon termination of the Customer Agreement.

The confidentiality provisions in this section apply during the term of the Customer Agreement and for five (5) years thereafter.

11. Processing of Personal Data

Information about PostNord's processing of personal data and the data subject's rights in connection with such processing is available in our privacy policy at: www.postnord.dk/personlige-oplysninger.

12. Changes in the Customer's Circumstances

The Customer shall notify PostNord of any changes relating to the Customer that are relevant to PostNord as a result of the Customer Agreement. This applies in particular to changes in company name, CVR number, contact persons, postal address, email address, PO numbers and any credit card and account numbers for LeverandørService. All changes must be notified well in advance.

13. Notices

For both parties, notices to the other party must be sent to the address (physical or electronic) and contact details stated in the Customer Agreement, to a new address notified after the Customer Agreement was entered into, or to the last known address.

14. Assignment

The Customer's rights and obligations under the Customer Agreement may not be assigned to any third party without PostNord's prior written consent.

PostNord is entitled, without the Customer's consent, in one or more transactions, to assign in whole or in part its rights and obligations to any company within the PostNord group, including affiliated companies. PostNord shall, however, always notify the Customer of any such assignment.

PostNord is entitled to use subcontractors for the performance of its obligations under the Customer Agreement.

15. Termination

15.1 Notice of termination

Termination of the Customer Agreement may take place in accordance with the provisions of the Customer Agreement.

If the Customer Agreement comprises several services, the Customer Agreement may, on the same terms, be terminated in respect of one or more services, such that the Customer Agreement remains in force for the remaining services.

Upon termination of the Customer Agreement, the Customer must immediately cease using and return all equipment and other items belonging to PostNord. PostNord is also entitled to have forms in the Customer's possession surrendered without refunding any payment made for such forms.

15.2 Termination for cause

A party is entitled to terminate the Customer Agreement for cause with immediate effect in the event

of the other party's material breach. This may, inter alia, include the following:

- The other party materially breaches its obligations and does not cease such breach within a reasonable time after being made aware thereof.
- The Customer is in arrears with payment for more than ten (10) days after the due date, and the breach has not ceased within a reasonable time after the Customer has been requested to do so.
- The Customer fails, immediately upon PostNord's request, to provide adequate security for the Customer's payment of due amounts in the form of an irrevocable bank guarantee or similar.
- The Customer enters into restructuring proceedings, goes into liquidation, issues a declaration of insolvency, is declared bankrupt, or enters into any other arrangement entailing that the Customer's creditors cannot have their claims satisfied in full, or the Customer's financial circumstances otherwise give reason to assume that the Customer will not be able to pay amounts due under the Customer Agreement when they fall due.

If the Customer Agreement is terminated for cause by PostNord in accordance with this section, the Customer is not entitled to a refund of payments already made.

16. Governing Law and Jurisdiction

The Customer Agreement and all matters arising out of or in connection with it shall be governed by Danish law.

The courts of Copenhagen (the Copenhagen City Court or, where the case may be brought before the High Court, the Eastern High Court of Denmark) shall have exclusive jurisdiction over any dispute between the Customer and PostNord relating to the Customer Agreement and services provided under the Customer Agreement.

17. Customer Enquiries

All enquiries regarding PostNord's services, including complaints, are handled by PostNord Customer Service, Hedegaardsvej 88, 2300 Copenhagen S, which may be contacted via the chat function in the PostNord Account.