

General Terms and Conditions for PostNord International Agreements

1. Scope

These General Terms and Conditions for PostNord Internationals govern Services which companies belonging to the PostNord group (hereinafter referred to as "PostNord") perform in accordance with a specific PostNord International (hereinafter referred to as the "Agreement").

2. Prices and price changes

The Customer shall pay prices, charges and fees in accordance with the Agreement. Any reference to prices in this document shall cover both prices, fees and any kind of charges. With respect to administrative service and additional charges as well as in the absence of an Agreement governing prices, PostNord's current regular price lists applicable from time to time shall apply. All prices are stated exclusive of VAT.

Changes in PostNord's regular price lists are published on the national PostNord's website at least 1 month before the changed prices enter into force.

Changes in agreed prices will be notified to the Customer with at least one month's prior written notice. If the Customer does not wish to accept the change in agreed prices, the Customer shall be entitled to terminate the Agreement with one month prior written notice. Such notification must be given before the change enters into force.

If the Customer's purchases under the 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.

Further, PostNord is entitled to adjust prices if PostNord deems that necessary due to changes in legislation or other governmental decisions. The Customer will in these cases receive a written notification on the price adjustment which

will generally enter into force with immediate effect.

PostNord is also entitled to – without prior notice and with immediate effect - change prices, or implement new charges and fees going forward, as a result of changes in taxes, VAT, customs tariffs and other public charges. The same applies for changes to prices, and implementation of new charges and fees, due to increased fuel costs, exchange rate changes and other costs which are beyond PostNord's control.

More information about prices, charges and fees can be found at PostNord's price lists and relevant price pages applicable from time to time at the national PostNord websites.

3. Payment, invoicing and credit terms

Payment period and invoicing frequency is listed in the Agreement.

The due amount must be paid no later than on the final due date for payment. If payment is not made on time, default interest is charged as of the due date.

The default interest on the delay is determined in accordance with the national Interest Act of the country of the billing PostNord company.

However, for Denmark, the applicable default interest rate is charged for each month or part of a month and can be viewed on www.postnord.dk under "Øvrige priser" (Other prices).

Furthermore, a reminder fee permitted by national law of the billing PostNord company will be charged.

PostNord is entitled to charge an invoice fee for each invoice. The current amount of the fee can be found on the national PostNord website.

PostNord shall be entitled, at any time during the term of a credit, to obtain sufficient security from the Customer for the credit.

PostNord shall be entitled to terminate the credit with immediate effect and demand immediate payment of any outstanding claims where:

- the Customer is in arrears with any payment to PostNord International;

- in PostNord opinion, security provided by the Customer to PostNord is no longer sufficient;
- after PostNord has so demanded, the Customer fails to provide sufficient security; or
- the Customer has applied for or been placed into bankruptcy, commenced composition proceedings, suspended its payments or otherwise can be feared to be insolvent or has entered into liquidation.

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

Complaints about errors on invoices or other payment claims issued by PostNord must be made no later than the due date.

4. Changes to terms and conditions

These General Terms and Conditions for PostNord Internationals as well as the Special Terms and Conditions for the services may be amended twice per year, with effect from 1st January and 1st May through publication on www.postnord.com or the national PostNord websites at least 30 days before effective date. On effective date, the new version of the terms and conditions shall apply between the Parties. If the Customer does not wish to accept the amendment, the Customer shall be entitled to immediately terminate the Agreement for the services concerned. In such case, the Customer must notify PostNord thereof not later than the weekday prior to the effective date of the amendment.

Notwithstanding the above, PostNord is at all time entitled to amend the General Terms and Conditions for PostNord Internationals and the Special Terms and Conditions when PostNord deems that the amendment is necessary by publication on www.postnord.com/worldwideconnect or the national PostNord website at least 30 days before effective date. No specific notification is provided and the Customer shall therefore keep updated as to any changes thereof through www.postnord.com/worldwideconnect. However, PostNord must inform the Customer at least 30 days in advance in the event that major changes essential to the Customers are made in the General

Terms and Conditions for PostNord Internationals or in the Special Terms and Conditions. In the event that major changes essential to the Customer are made, and the Customer does not wish to accept the amendment, the Customer shall be entitled to terminate the Agreement for the services concerned with immediately effect. In such case, the Customer must notify PostNord thereof not later than the weekday prior to the effective date of the amendment.

5. Liability

Unless otherwise stated in the Special Terms and Conditions, PostNord's liability shall be limited to the payment made by the Customer for the Service during the invoicing period during which the damage has incurred.

The Customer is liable for claims for compensation under the general rules of the governing law stated in the Agreement, unless otherwise stipulated in the Agreement or the Special Terms and Conditions applicable to the specific service.

The Parties are under no circumstance liable for any indirect damage or consequential loss, e.g. lost profits, loss of markets, or other similar damage or loss.

6. Force majeure

Events beyond the Parties' control, such as an industrial dispute, fire, chemical spill or the risk thereof, flooding, lightning stroke, power failure or similar failing of supplies, acts of God, war or war-like conditions, terror, bomb threats, confiscation, exchange controls, unrest, epidemics or quarantines/isolation imposed by national authorities, scarcity of goods, restrictions in motive power and missing sub-supplies caused by some of the stated events and whose replacement either is impossible or only is possible under particularly onerous conditions, shall lead to an exemption from liability if they are a hindrance to the performance of the Agreement or make the performance unreasonably onerous. The aforementioned events shall only lead to an exemption from liability if they could not properly be anticipated at the conclusion of the Agreement.

PostNord shall also be exempted from liability where normal communications are interrupted by difficulties caused by snow and ice or similar weather conditions or traffic obstacles which make it impossible for PostNord to perform the Agreement including delivery times and similar or make the performance unreasonably onerous.

7. Code of Conduct

The Parties agree that PostNord's Code of Conduct, which is binding on all PostNord's Group companies, and the Customer's Code of Conduct, which is binding on all Customer's Group companies, are based on the same ethical values and are equivalent to each other. The Parties confirm that they share the mutual commitment to conducting business to the highest standards of ethics and integrity and will do so by adhering to their own Code of Conduct.

8. Intellectual property rights

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

9. 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 Agreement and be compensated for any damage.

10. Direct Customs representative

In the event that PostNord, or the person PostNord appoints in its place, prepares customs declarations on behalf of the Customer when goods are exported or imported, PostNord, or the person appointed by PostNord, shall act as a direct customs representative (in the name of the Customer and on behalf of the Customer). In this connection, PostNord's national STC for Customs Representative applicable from time to time apply.

11. Confidentiality

The Parties are obliged to handle confidential information according to NSAB.

The Parties may not inform third parties regarding the Agreement unless otherwise agreed in writing or prescribed by law. However, both Parties shall be entitled to provide such information regarding the Agreement as required to enable a supplier or service provider to perform its services. Such information shall not include price information. The supplier or service

provider which receives information regarding the Agreement must also be obliged to comply with the confidentiality provisions above.

PostNord may inform other companies within the PostNord Group in respect of the Agreement. In connection with the transfer of activities to another legal entity or the transfer of shares in a subsidiary, PostNord shall, however, be entitled to present the Agreement to the receiving company.

If a Party is required to notify a public authority of the Agreement, such shall occur with a request that the Agreement be classified as confidential while lodged with the public authority.

12. Scanning of items

If PostNord deems it necessary for compliance with the Agreement or legislation, PostNord shall be entitled to check content of items through X-ray machine or similar.

13. Processing of personal data

Unless regulated in the STC, the following will apply:

PostNord may, within the scope of the delivery of the services ordered by the customer, process personal data. Unless otherwise stated in the Special Terms and Conditions, PostNord determines the purposes and means of the processing and is therefore responsible for personal data in accordance with applicable data protection legislation.

For the services where PostNord is the data processor, the data processor regulation in the Special Terms and Conditions for the specific service applies.

PostNord does not process personal data in items handled by PostNord and is therefore not data controller nor data processor with respect to personal data in items. It is the sender of the item that is responsible for the processing of such personal data.

PostNord's processing of personal data as data controller is described in PostNord's Privacy Policy at www.postnord.com/privacy-policy.

14. Changed circumstances

The Customer must inform PostNord in respect of changes – especially with regard to name or company name, e-mail address, postal address, and where applicable, credit cards and account numbers for autogiro transfers – which, taking into account agreements between the Parties, are of significance for PostNord. All changes must be notified in due time.

15. Assignment

The Customer's rights and obligations in accordance with the Agreement may not be assigned to a third party without PostNord's written consent.

PostNord shall be entitled, without the Customer's consent, to assign its rights and obligations, in one or more stages, either in whole or in part, to any company, including affiliated companies, within the PostNord Group. However, PostNord shall always inform the Customer about such assignment.

16. Termination

16.1 Termination for convenience

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

PostNord also has the right to terminate a service with three months' notice if PostNord is completely discontinuing the service.

16.2 Termination for cause

Either Party is entitled to terminate the Agreement with immediately 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 other Party is in default of payment for a period of more than ten days following the due date for payment and does not rectify the breach within a reasonable time of a demand for rectification of the breach.
- 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 Agreement.

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

17. Governing law and venue

The Agreement and all matters relating thereto is governed by the laws of the country of the signing PostNord company.

The venue for any dispute arising out of the Agreement shall be the City Court

of the capital of the country of the signing PostNord company.