

## PostNord AS (Norway)

# SPECIAL TERMS AND CONDITIONS FOR PARCELS

### General information

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

- MyPack Collect
- MyPack Home
- MyPack Home Small
- PostNord Return Pickup
- PostNord Return Drop Off
- PostNord Parcels

In the following called PARCEL(S)

These services are provided by PostNord AS (company registration number 984054564). In these terms and conditions "PostNord" means PostNord AS.

It is a condition for sending PARCELS that the sender has entered into a Nordic Customer Agreement (the "Agreement") on this with PostNord or another subsidiary of PostNord AB.

In addition to these Special 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 from in the Agreement, the PostNord General Terms and Conditions for Customer Agreements or these Special Terms and Conditions for PARCELS. The NSAB 2015 can be found at [www.postnord.com/nordicagreements](http://www.postnord.com/nordicagreements).

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

MyPack Collect and MyPack Home 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 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.

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 PARCEL as a MyPack Home. 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 Agreement. Furthermore, the PARCEL will be invoiced as a MyPack Home.

### 1 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.

If, by error, a PARCEL is handed over that exceeds the weight limit or the maximum dimensions for the specific parcel product, PostNord reserves the right to regard the consignment in question as Groupage. In such cases, the consignment will be subject to PostNord's Special Terms and Conditions

for Groupage. For contract customers, the consignment will be invoiced as Groupage, 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 from time to time, published online at [postnord.no](http://postnord.no). In such cases, delivery of the consignment may also be delayed.

### 2 CONTENTS

PostNord does 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 NOK 125,000.

Consignments containing money, travelers' checks, credit cards, bearer securities, precious metals including platinum, gold and silver, precious stones, jewelry, 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.

Moreover, PARCELS must not contain the following:

- Dangerous contents, unless the sender has entered into a written agreement with PostNord on transport of Dangerous Goods (ADR). "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 from time to time as dangerous goods according to the UN Recommendations on Transport of Dangerous Goods. Model Regulations.
- Lithium cells or lithium batteries that are not installed in equipment are categorized as dangerous goods and must therefore not be sent as PARCELS. Lithium batteries or lithium cells that are installed in equipment may, however, 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.

- In certain conditions, dangerous contents in limited quantities may be sent as a PARCEL without a written agreement on transport of Dangerous Goods (ADR) having been entered into; see the Fact Sheet for Dangerous Contents in Limited Quantities.
- Weapons of any kind and active/inactive ammunition or explosive substances
- Cigarettes, other tobacco products, or illegal intoxicants.
- 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 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.

### 3 EDI, LABELS AND BARCODES

PARCELS that are to be sent via PostNord must be in compliance with the rules on address labels and barcodes applicable at any given time.

The sender is liable to PostNord for any abuse of the sender's parcels barcodes, regardless of who has committed the abuse. This also applies to parcel barcodes which the senders himself prints out and uses when using parcel delivery systems provided by PostNord or a parcel delivery system developed by the sender himself or a third party.

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

For PARCELS covered by a Customer Agreement, the sender must notify PostNord in advance of each PARCEL and place electronic data interchange (EDI) transport orders for all consignments with PostNord. The sender may choose another transport management system or create and send own EDI files. In these situations the system or the EDI files must be approved by PostNord.

If the pre-notification is unavailable to PostNord, incorrect or incomplete, the Customer will be charged a fee according to PostNord's price list applicable from time to time.

It is not permitted solely to state a post office box address as the recipient.

Bar code intervals must not be reused for at least five years and three months since they were last used.

Special rules apply to labels, bar codes and signatures for Insured Items and Postal Parcels – see

the fact sheets for Insured Items and Postal Parcels, respectively.

## 4 PACKAGING

The sender must ensure that PARCELS are packaged so that the contents are sufficiently protected during repeated pallet and parcel handling, including mechanical sorting, and prevents the PARCEL from causing damage or harm to other Items, PostNord or any third party. The packaging must be sufficiently sturdy and designed in such a way that the contents cannot be accessed without leaving visible traces.

Porcelain, glass 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. The sender must ensure that the objects in a PARCEL cannot rub or knock against each other or against the sides of the packaging during transport.

Highly fluid liquids and substances must be placed in completely leak-proof containers. Each container must be placed in a particularly sturdy box containing a protective material which is well-suited to absorbing the liquid in the event of container breakage.

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 pick-up or drop-off 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 demand that the sender sign an endorsement stipulating that the PARCEL is sent at the sender's risk.

## 5 CUSTOMS CLEARANCE

The sender is responsible for ensuring that all documents for customs purposes are filled in correctly.

In connection with exports from Norway, senders must present all documents required for customs clearance.

The importer is responsible to verify that all import customs clearances are done according to the actual shipment.

### 5.1 Special conditions for customers

Customs information must be sent electronically. 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 any given time at postnord.no.

As a general rule, customs declaration is payable by the sender, while customs duties and VAT are payable by the recipient. If the recipient defaults on the payment on the due date, the amount may be collected from the sender.

By using PostNord AS as a freight forwarder, the customs clearance is always handled by PostNord AS unless explicit specified in an agreement.

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

By using consignment, the importer outside of Norway need to be a VAT registered legal entity.

## 6 DROP-OFF/PICK-UP

PostNord Parcel and MyPack parcels are picked up by PostNord in accordance with the Agreement or are dropped off at a service point, designated by PostNord.

Senders of PostNord Return Drop Off must ensure that a receipt is issued for drop off to PostNord in the event that a complaint is subsequently filed.

## 7 RIGHT OF DISPOSAL

For PARCELS to addresses in Norway, the sender is entitled to demand that the PARCEL be returned or handed over to another recipient until the PARCEL has been delivered to the recipient stated on the PARCEL.

PostNord does not refund the price for a returned PARCEL. 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.

## 8 DELIVERY

A PARCEL will be delivered on signature of a receipt, except for:

- delivery by pick-up at a parcel locker terminal
- deliver by Flex Delivery
- delivery by FlexChange (Recipient Flex),
- delivery by MyPack Home Small

In the case of delivery without receipt, PostNord's delivery scan constitutes documentation of delivery.

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. 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.

If PostNord cannot deliver a PARCEL to the recipient, or if the time limit set out in any issued notification has expired, the PARCEL will be returned to the sender. Such returns are performed at the sender's expense.

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 Fact Sheet on Collect In-Store.

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 domestic and international destinations are published online at postnord.no.

PARCELS for destinations at Svalbard the sender will be charged a surcharge.

## 9 NOTIFICATION

### 9.1 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 office or from the webshop.

Notification may take the form of text message notification, email notification or letter notification.

Text message notifications are sent to recipients in the period 07.00-23.00, while email notifications are sent 24 hours a day. Physical letter notifications are printed and sent when the PARCEL arrives at the pick-up point.

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

For letter notification, the sender of the PARCEL is charged a surcharge, which is stated in the PostNord price list in effect from time to time.

### 9.2 Recipient information

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

### 9.3 Compensation

Subparagraph 11 does apply to PARCELS sent with text message notification/email notification/letter notification. 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 text message notification/email notification/letter notification.

## 10 PERMANENT CHANGE OF ADDRESS

If the recipient has moved, the PARCEL will be returned to the sender. Such returns are performed at the sender's expense.

## 11 LIABILITY

PostNord's liability in damages for PARCELS is governed by NSAB 2015 with the derogations that follow from the Agreement, the General Terms and Conditions for Customer Agreements and these Special Terms and Conditions.

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

### 11.1 Compensation for delay

PostNord is not liable for compensation in case of pick-up delay. Clauses 7, 15 and 19 of NSAB 2015 will consequently not apply to the pick-up of PARCELS unless otherwise separately agreed.

PostNord is solely liable for ensuring that domestic PARCELS arrive within a reasonable time (without a time guarantee); see Clause 7(1) of NSAB 2015.

Clause 19 B of NSAB 2015 on time guarantees will consequently not apply.

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

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 grant any compensation for delay in force majeure situations as described in detail in the General Terms and Conditions for Customer Agreements, nor for situations in which delivery of the PARCEL to the recipient has not been possible or has been associated with risk. See subparagraph 8.

#### **11.2 Compensation for loss and damage**

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

PARCELS which are sent by MyPack Home Small are exempt from any compensation.

PARCELS which are sent by Flex Delivery, or which have been delivered by arrangement with the recipient – under the 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 can consequently not 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 right 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, Paragraph 17.

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

Pursuant to NSAB 2015, the compensation payable for a PARCEL cannot exceed SDR 8.33 per kg of gross weight damaged, deteriorated or lost for international PARCELS and SDR 17 for domestic PARCELS (Norwegian transport laws).

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 hereof.

Compensation is paid to the sender, regardless of whether the recipient may bear the carriage risk.

#### **11.3 The 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 Special Terms and Conditions, including the requirements in subparagraphs 2 and 4.

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

#### **11.4 Notice of a claim & time-bar**

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

Claims against PostNord will become time-barred after one (1) year.

#### **11.5 Complaints**

Any complaint by a sender or a recipient about PostNord's handling of a PARCEL must be submitted to PostNord.

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