

# PostNord's General Customer Terms and Conditions for Traders and Other Organisations (Swe: PAKN)

## 1. Scope

These General Customer Terms and Conditions (hereinafter referred to as "PAKN") govern services which companies in the PostNord AB (hereinafter referred to as "PostNord") perform in accordance with a specific agreement (hereinafter referred to as the "Agreement") which refers to PAKN. Purchases at PostNord's service centres or otherwise where specific reference is not made to PAKN shall be governed by PostNord's General Terms and Conditions (Swe: "PAV") in force from time to time.

Any deviation from PAKN is conditional upon a specific agreement to this effect by PostNord and the Customer. Such an agreement shall take precedence over these PAKN.

PAKN cover in their entirety items as well as electronic and other services. Section 5 governs matters which specifically concern services which entail the forwarding of items, while section 6 governs matters which specifically concern electronic and other services. The nature of the service in accordance with the definitions set forth in section 2 determines which of the aforesaid sections is applicable. Certain services may be covered by both sections. In such cases, such fact is set forth in the Special Terms and Conditions.

## 2. Definitions

- Domestic items
- Items which are posted in Sweden and addressed to recipients in Sweden.
- Electronic service
- Service that is communicated electronically.
- International items
- Items which are addressed to recipients outside Sweden.
- Items
- Letters, packages, or other addressed items and unaddressed items which are handled in PostNord's operations.
- Letters
- Addressed items which are contained in an envelope or other packaging and which do not weigh more than 2 kg. Postcards, letter cards and similar items are equated with letters. (As defined in 1 chapter section 2 of the Postal Services Act).
- Load carriers
- Letter and parcel holders, trolleys, transport boxes, and other load carriers provided by PostNord.
- Other services
- Services which are neither designated as electronic nor involve the forwarding of items.

- Parcels
- Items which weigh more than 2 kg or are not the subject of letter delivery.

- PostNord's service centres
- Recipient

The shipment items addressee

- PostNord's service centres

PostNord's own offices and other service centres for letter and parcel services, e.g. traders engaged by PostNord to receive and handle items on behalf of PostNord.

- Sender
- A party who has engaged PostNord to forward an item.

- Special Terms and Conditions
- The parts of the Agreement which have precedence over PAKN and which govern the different services which are covered by the Agreement.
- The Universal Postal Convention
- The conventions which govern international postal operations. The application provisions for mail forwarding are set forth in the Letter Post Manual and, in respect of parcel forwarding, in the Parcel Post Manual.

## 3. Prices

The customer shall pay prices and fees in accordance with the Agreement.

With respect to administrative service and additional charges as well as in the absence of a specific agreement governing prices and fees, PostNords regular price list applicable from time to time apply shall apply. All prices and fees are stated exclusive of VAT.

## 4. Payment terms and conditions

### 4.1 Invoicing terms and conditions

Unless otherwise agreed, PostNord is entitled to:

- invoice the Customer on an ongoing basis. The Customer is obliged to pay the invoice within 10 days of the invoice date.
- apply invoicing charges in accordance with the invoice, and statutory penalty interest and reminder charges.

### 4.2 Credit terms and conditions

If credit has been agreed, PostNord is entitled to:

- receive sufficient security from the Customer for the credit granted, at any time during the credit period.
- terminate the credit with immediate effect, with immediate re-payment of outstanding credit, if the Customer is late making any payment or is feared to be insolvent in accordance with point 16, or if security has not been provided or if in PostNord's opinion the security is no longer sufficient.

In this context, "PostNord" means all companies within the PostNord AB that have provided credit to the Customer.

### 4.3 Cash payment

If the Customer is not entitled to credit in accordance with the agreement, prices and charges must be paid in cash (e.g. by debit or credit card).

### 4.4 Unused customer numbers

Customer numbers that the Customer has been assigned by PostNord will cease to apply if they remain unused for a consecutive period of 24 months. A new customer number can be obtained following an approved application.

### 4.5 Transfer of claims

PostNord companies are permitted to transfer their claims and the right to invoice and receive payment in accordance with the agreement to another company.

### 4.6 Errors in invoices

Errors in an invoice or other demand for payment issued by PostNord must be notified within a certain period in order to be asserted against PostNord – see point 17.

## 5. Specific provisions regarding items

### 5.1 Hazardous or prohibited contents and highest permissible value

The customer shall ensure that the content of items does not contravene the provisions of this section and shall compensate PostNord or other party incurring a loss for all losses incurred as a result of a breach of these provisions by the customer. See also section 5.4.1.

#### 5.1.1 Hazardous goods

The Hazardous Goods (Transportation) Act (SFS 2006:263) and the Universal Postal Convention contain, among others, provisions regarding hazardous goods. Hazardous goods may not be sent using PostNord. However, in respect of certain services, limited quantity of hazardous goods may be sent. Detailed information regarding these services may be obtained from Customer Service (see section 20). Detailed information in respect of hazardous goods may be obtained from the National Board of Swedish Civil Contingencies Agency, MSB [msb.se](http://msb.se).

#### 5.1.2 Prohibited contents

The following contents may not be sent with PostNord unless set forth in the Agreement.

- Valuable contents, for example gold, silver, jewels, watches, coins, banknotes, and bearer securities.
- Goods requiring refrigeration or heating in excess of normal transport handling.
- Live animals with the exception of banana flies, bees, leeches and silkworms.

- Firearms and weapon parts.
- Category A contagious substances (UN 2814, UN 2900).
- Category B biological substances (UN 3373) which are not packaged in accordance with ICAO-T1 and IATA-DGR's packaging instructions, PI 650.
- Other medical and biological samples which are not packaged in a safe manner (see instructions issued by Folkhälsomyndigheten). Detailed information regarding biological substances and packaging may be obtained from Folkhälsomyndigheten), fhi.se.
- Illegal drugs and narcotics

Other contents may be prohibited in accordance with Special Terms and Conditions.

Additional limitations with respect to the contents of Items are set forth in the Universal Postal Convention and the import provisions of individual countries. The sender is responsible for ensuring that the contents of the item do not violate these provisions.

Details of prohibited content may be obtained from Customer Service. See section 20.

### 5.1.3 Highest permissible value

In respect of certain services, the Special Terms and Conditions contain provisions regarding the maximum market value for the contents of an item.

### 5.2 Customer's liability

The customer is liable for its obligations. In particular, the customer shall ensure that submitted items fulfil the requirements set forth in PAKN and in the Special Terms and Conditions for the services.

The customer shall ensure that the contents of an item are wrapped/packaged in such a manner that, be it in whole or damaged condition, they cannot cause damage to other items or to PostNord's personnel, equipment or facilities.

### 5.3 PostNord's liability

#### 5.3.1 Period of liability

PostNord's liability for an item shall commence upon receipt by PostNord of the item, and shall cease when the item is delivered to the specified recipient's address or another location agreed upon with the recipient, however, not necessarily to the stated recipient personally.

In respect of items that are picked up at PostNord's service centres or other service points or other delivery point, liability shall cease to apply upon delivery of the item. PostNord's liability shall also cease when the item is deemed to be undeliverable and is returned to the sender or is sent to the National Post and Telecom Agency.

### 5.3.2 Certain definitions

#### 5.3.2.1. Undeliverable item

*Undeliverable item* means an addressed item which cannot be delivered to the recipient. An undeliverable item shall be returned to the sender, and if this is a parcel, at the senders' expense. The time within which the return occurs may vary for different services. Specific provisions regarding undeliverable letters can be found in the Swedish Postal Services Act.

#### 5.3.2.2 Delayed item

*Delayed item* means an item which is neither delivered to the recipient nor for which the recipient receive notice within the time set forth in the Special Terms and Conditions applicable to the service. In respect of certain services, *normal* delivery times are stated. Exceeding *normal* delivery times does not automatically mean that the item is to be deemed delayed.

#### 5.3.2.3 Lost item

*Lost item* means an item which, within the period prescribed below, is not:  
– delivered to the recipient;  
– notified to the addressee and is available for collection;  
– returned to the sender; or  
– sent to the National Post and Telecom Agency as undeliverable:

The prescribed time is as follows:

#### *Domestic items*

- 30 days after the item is received by PostNord.

#### *International postal items*

- Two months after the date of notice of complaint.

#### *Other international items*

- 30 days after the expiry of the agreed time or, where a particular time has not been agreed upon, 60 days after the item is received by PostNord.

### 5.3.3 Liability

#### 5.3.3.1 Domestic letters

According to the Postal Services Act, PostNord is liable to pay compensation for loss of, diminution of, damage to, or delayed delivery of letters only where compensation is agreed between PostNord and the sender. The Special Terms and Conditions specify the letters in respect of which PostNord assumes liability to pay compensation. The Special Terms and Conditions also set forth the scope of the compensation obligation.

There is no statutory or convention-based right for the customer to expand PostNord's liability to pay compensation pursuant to the preceding paragraph – irrespective of the grounds on which the payment liability is claimed.

#### 5.3.3.2 Domestic parcels

PostNord's liability for loss of, diminution of, damage to, or delayed delivery of parcels is set forth in the Special Terms and Conditions that apply for the respective parcel services. However, PostNord's liability shall not be less than the liability arising under the provisions applicable to carriers pursuant to law governing the mode of transport used.

Where it is unclear where the loss, diminution, damage, or delay occurred, or whether PostNord is liable to pay compensation without any specific mode of transport being used, PostNord shall be liable in accordance with The Nordic Association of Freight Forwarders' General Terms and Conditions, NSAB 2015.

#### 5.3.3.3 International letters

According to the Postal Services Act and the Universal Postal Convention, PostNord is liable to pay compensation for loss of, diminution of, damage to,

or delayed delivery of letters only where compensation is agreed between PostNord and the sender. The Special Terms and Conditions specify the letters in respect of which PostNord assumes liability to pay compensation. The scope of such liability is also set forth in the Special Terms and Conditions.

There is no statutory or convention-based right for the customer to expand PostNord's liability to pay compensation pursuant to the preceding paragraph – irrespective of the grounds on which the payment liability is claimed.

#### 5.3.3.4 International parcels

PostNord's liability for international postal parcels is set forth in the Special Terms and Conditions which govern the respective services, as well as in the Postal Services Act and the Universal Postal Convention.

There is no statutory or convention-based right for the customer to expand PostNord's liability to pay compensation pursuant to the preceding paragraph – irrespective of the grounds on which the payment liability is claimed.

PostNord's liability for carriage of international parcels which is not performed under the terms of The Universal Postal Convention is set forth in the Special Terms and Conditions which govern the respective services, and applicable international conventions governing the carriage of goods. Where it is unclear where the loss, diminution, damage, or delay occurred, or where PostNord is liable to pay compensation without any specific mode of transport being used, PostNord shall be liable in accordance with The Nordic Association of Freight Forwarders' General Terms and Conditions, NSAB 2015.

#### 5.3.3.5 Other items

PostNord shall be liable to pay compensation for loss, diminution, damage or delay of other items (e.g. unaddressed items) only where compensation is agreed upon between PostNord and the sender. Special Terms and Conditions state which other items in respect of which PostNord has assumed a compensation obligation. The Special Terms and Conditions also set forth the extent of the payment obligation.

### 5.4 Exclusion of liability, limitation of liability, etc.

Legislation governing the carriage of goods and the Universal Postal Convention provide that PostNord is entitled to limit its liability to a certain specified amount, and to exclude its liability where certain conditions exist. PostNord has also specified provisions regarding limitation and exclusion of liability in the Special Terms and Conditions for the services and in PAKN.

#### 5.4.1 Exclusion of liability

PostNord shall not be liable where PostNord has exercised normal care.

In addition, PostNord shall not be liable in respect of loss, diminution, damage, or delay where such has been caused by:

- error or negligence of the sender or recipient;
- erroneous or incomplete address or marking of the item;
- non-delivery of an item due to it being undeliverable;
- erroneous or incomplete information regarding the goods;
- handling, loading, stowing, or unloading of the goods by the sender or the recipient or a third

party acting on behalf of the sender or recipient;

- the inherent susceptibility of the goods to be easily damaged by, for example, breakage, leakage, spontaneous combustion, decay, rust, fermentation, evaporation, and susceptibility to cold, heat, or moisture;
- the lack of packaging or defective packaging;
- PostNord's inability to deliver the item within the prescribed period due to the fact that customary verification of a cheque or other means of payment cannot take place within the specified period of time; or
- circumstances beyond PostNord's control which PostNord was unable to avoid and the consequences of which PostNord was unable to prevent.

PostNord does not assume any liability for an item which contains hazardous or prohibited goods in contravention of the provisions set forth in section 5.1 above, or for goods the value of which exceeds the highest permissible market value.

PostNord is not liable for any indirect damage or consequential loss, e.g. lost profits, loss of markets, or other similar damage or loss.

PostNord shall not be liable for damage arising as a consequence of the fact that any person, following delivery, uses the contents of an item in order to perpetrate acts illegally or without authority or authorisation.

#### 5.4.2 Amount of compensation

##### 5.4.2.1 Loss, diminution, and damage

Where, according to the provisions above, the loss or diminution of, or damage to, items entitles the customer to compensation, such compensation shall, unless otherwise set forth in section 5.4, be calculated on the basis of the item's invoice value or market value, whichever is lower, at the place where the item was left for dispatch at the time when PostNord received the item for dispatch. However, in conjunction with diminution and damage, such compensation shall be limited to the diminution in value.

In respect of parcels, the freight paid for the item is also repaid in conjunction with diminution and damage, however only to the extent equal to the diminution or damage.

##### 5.4.2.2 Delay

Where the delay in delivery of items in accordance with the provisions set forth above entitles the customer to compensation, such compensation shall not exceed the amount paid by the customer to PostNord for the item.

#### 5.4.3 Limitation of liability

Compensation may at no time be obtained other than for proven losses.

In the event PostNord is liable for the content of an item, the liability is limited to the lowest of the following amounts:

- the stated market value;
- the highest permissible market value;
- the proven market value;
- the limit of liability set forth in the Special Terms and Conditions for the service.

#### 5.4.4 Repairs

Where PostNord consents to the repair of damaged goods, compensation shall be provided for proven repair costs. No compensation shall be paid for costs above the maximum compensation set forth in this section 5.4.

### 5.5 Assignment of title

Where PostNord has paid full compensation in respect of an item, title thereto shall vest in PostNord where PostNord so desires.

### 5.6 Liens

PostNord shall hold a lien over goods which are under PostNord's control. The lien shall cover PostNord's claims against the sender or the recipient in connection with orders from the customer.

### 5.7 Return of Load Carriers

All Load Carriers are the property of PostNords and may only be used for transport to and from PostNord.

The Customer shall be responsible for ensuring that all Load Carriers are immediately returned to PostNord irrespective of whether the Customer is the sender or recipient. The Customer shall also be responsible for ensuring that the Customer's transporters return Load Carriers to PostNord.

The Customer shall pay a fee to PostNord of SEK 4,000 for each unreturned Load Carrier, in addition to transport boxes for which SEK 100 is payable. For Load Carriers other than transport boxes which are returned after the fee has been paid, PostNord will reimburse, upon demand, the fee paid less penalty and processing fees of SEK 500 and SEK 25 respectively.

## 6. Specific provisions regarding electronic and other services

Sections 6.1-6.3 govern electronic services while sections 6.4-6.5 govern both electronic and other services.

### 6.1 Licences and fees

The customer is responsible for obtaining all necessary consents from public authorities and other bodies and paying to a party other than PostNord any fees connected with the utilisation of the services.

### 6.2 Equipment and software

To the extent the service entails the provision by the customer of its own equipment or software, the customer shall be responsible therefor in accordance with the following:

- The equipment and software must fulfil the technical specifications which PostNord issues from time to time.
- The equipment and software must not contain any computer virus or suchlike.
- The equipment and software must be capable of correctly processing dates.
- Where PostNord so requests, prior to connection to PostNord, the customer's equipment and software must be approved in accordance with PostNord's guidelines applicable from time to time.

Where disruptions or defects arise in the service as a result of the provision by the customer of flawed and/or unapproved equipment/software, or as a consequence of the customer taking or failing to take other measures, the customer shall immediately undertake appropriate troubleshooting and rectification measures. In the event such troubleshooting and rectification measures are insufficient, PostNord shall be entitled to exclude the customer from the service. PostNord shall be entitled, but not obligated, to rectify the disruption or defect. PostNord shall thereupon be entitled to compensation for rectification of the defect in accordance with the current price list.

Unless otherwise separately agreed, where PostNord has provided

equipment for the utilisation of the service, such equipment shall be returned upon the termination of the customer's access to the service.

### 6.3 Marketing and publication

In the event the customer uses PostNord's services to market goods and services on the Internet or via other electronic media or to publish other material via such media, the customer must ensure that the contents and design of the published material (hereinafter jointly referred to as the "Material") comply with this section.

- The Material may not infringe any copyright, trade mark, or other intellectual property rights.
- The Material may not violate any act, ordinance, direction of public authorities, use, or custom, e.g. the Marketing Practices Act and generally accepted marketing practices.
- The Material may not risk causing offence.
- The Material may not contain personal information in violation of the Personal Data Act (Swe: Personuppgiftslagen).
- The Material may not contain incorrect information.
- The Material may not contain elements of pornography, violence, or discrimination against ethnic groups.
- The Material may not violate the detailed guidelines regarding the publication of material through the use of PostNord's services as applied by PostNord from time to time.
- It shall be clearly stated that PostNord is not the sender of the Material.
- In connection with the Material, the customer must indicate an e-mail address to which visitors can turn in the event of any queries regarding the Material.

Where PostNord is of the opinion that the Material or the customer's use of the service in general is in violation of the provisions of this section or any other agreement, the customer must immediately effect rectification. In the event such rectification is insufficient, PostNord shall be entitled to exclude the customer from the service and/or immediately cease publication of the Material.

### 6.4 Liability

PostNord shall be liable for the services only to the extent expressly stated in the Special Terms and Conditions governing the service.

The customer undertakes to indemnify PostNord for any and all costs and other damage incurred by PostNord due to the customer's utilisation of the service in violation of this Agreement.

### 6.5 Exclusion and limitation of liability

PostNord shall not be liable where PostNord has duly exercised normal caution.

PostNord shall also not be liable where the defect or deficiency in the service is due to circumstances outside PostNord's control and which PostNord could not reasonably have been expected to foresee at the time the service was provided and the consequences of which PostNord could not reasonably have avoided or overcome.

The aforementioned shall apply where a sub-contractor or a representative of PostNord is prevented from performing any duties on behalf of PostNord as a result of such circumstance.

Unless otherwise stated in 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 was incurred.

Under no circumstances shall PostNord be liable for indirect or consequential loss, such as lost profits, lost markets, or other similar damage or loss.

### 7. Unforeseen events

In the event that PostNord, in the execution of the services, is obliged to act without first obtaining instructions from the customer or, where applicable, the recipient, such actions shall be deemed to be taken on behalf of the customer or the recipient, and such party shall bear the risk thereof.

### 8. Line and telephony services

The customer shall itself procure the line and telephony services required in order to communicate with PostNord or a third party. The customer shall pay all line and telephony costs for such communication. Unless otherwise agreed, PostNord does not assume any liability for line and telephony services.

### 9. Intellectual property rights and software

All intellectual property rights and technical solutions regarding PostNord's services and related software are the property of PostNord and are not assigned to the customer nor may they be used by the customer in any manner other than as expressly permitted by this Agreement.

Accordingly, the customer may not make available to the general public systems, programs, methods, documentation, and suchlike. Nor may the customer modify, develop, or sublicense the services or appurtenant software.

Where PostNord provides software, the customer shall only be entitled to utilise such software in conjunction with the service and only for such time as the customer has access to the service, whereafter the software and any copies thereof must be immediately returned to PostNord.

### 10. Confidentiality

PostNord is subject to the provisions regarding confidentiality set forth in the Postal Services Act, GDPR<sup>1</sup>, and the Telecommunications Act. This means, among other things, that PostNord may not disclose or use information regarding an individual's relationship with PostNord without such individual's consent such as, for example, the contents of a message or the identity of the sender or recipient of a message.

PostNord and the customer may not inform third parties regarding the Agreement unless otherwise agreed in writing. The aforementioned shall only apply where not otherwise 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 in respect of the Agreement.

Where either of the parties 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. This shall be notified to the other party in writing.

The customer shall ensure that documentation and instructions

provided pursuant to agreements with PostNord are stored in a secure manner and do not come into the possession of third parties, and that such documentation and instructions are returned to PostNord upon the termination of this Agreement.

PostNord shall ensure that data is stored with PostNord in accordance with its data security rules in such a manner that it is not lost or accessed by any unauthorised party. PostNord shall not be liable for transfer errors, distortion or loss of data or otherwise for security in conjunction with transfers of data in the telecommunications network.

The provisions regarding confidentiality in this section shall apply during the term of the Agreement and for a period of five years thereafter.

### 11. Processing of personal data

PostNord will, within the scope of the delivery of the services ordered by the customer, process personal data. For the majority of PostNord's services, PostNord determines the purposes and means of processing and is therefore the data controller in accordance with applicable data protection legislation. This applies, for example, to services that PostNord is offering as part of its obligations to provide the national postal service.

PostNord processes personal data to provide its services, to obtain anonymized statistics as well as to test and develop PostNord's IT systems and services. In relation to PostNord's logistic services, personal data may also be processed in order to offer additional services to the recipient that is naturally connected to the delivery of the items to which the Agreement refers.

For services where PostNord processes personal data on behalf of the customer, i.e. where the customer determines the purposes and the means of the processing, the customer is the data controller and PostNord is the customer's data processor. For services where PostNord is data processor, the data processor provisions in the Special Terms/Terms of Service for the specific service applies.

### 12. Amendments and supplements

PAKN and the Special Terms and Conditions applicable to the Agreement (jointly referred to as the "Customer Terms and Conditions") are published at [postnord.se/kundvillkor](http://postnord.se/kundvillkor). The customer shall be responsible for staying informed with respect to the governing terms and conditions. Customers who do not have access to the Internet may order the terms and conditions via Customer Service – see section 20. The customer is aware and acknowledges that the Customer Terms and Conditions may be amended. Amendment may take place in any manner set forth below.

The Customer Terms and Conditions may be amended once per year through publication on 1 December at [postnord.se/kundvillkor](http://postnord.se/kundvillkor). Upon publication, the amendment will be described. Normally, the amendment shall enter into force on 1 January of the following year, provided that no later date is stated. After the amendment has entered into force, the new version of the terms and conditions shall begin to apply. Where the customer does not wish to accept the amendment, the customer shall be entitled to immediately cancel the Agreement. In such case, the customer must notify PostNord thereof not later than the weekday prior to the date of amendment.

Notwithstanding the provisions set forth in the previous paragraph, PostNord shall be entitled to amend the Customer Terms and Conditions in respect of a service in other circumstances and/or on more occasions than as provided above where PostNord deems that the amendment is necessary. In such case, and in cases where PostNord and the customer have reached an agreement that the preceding paragraph shall not apply, amendment shall take place in the following manner. PostNord shall send a notice to the customer not less than 30 days before the amendment shall enter into force. Where the customer does not wish to accept the amendment, the customer shall be entitled to terminate the Agreement in respect of the service(s) which is/are affected by the amendment on the day the amendment is to enter into force. In such case, the customer must notify PostNord thereof not later than the weekday prior to the date of amendment.

PostNord shall not be entitled to apply the provisions of the preceding paragraph to amend the customer's price terms and conditions unless this is expressly stated in the Agreement.

However, PostNord shall be entitled to immediately amend or terminate agreement provisions where occasioned by law, regulations, or decisions by governmental authorities or municipalities, including price changes due to changes in taxes or other duties. Such amendment may occur at the time following from the ordinance or the decision and regardless of the reason for amendment. PostNord is obliged to promptly notify the customer of the time of the amendment.

In addition, PostNord shall be entitled to change the freight price, or to apply supplementary charges going beyond the agreed price, as compensation for increased fuel costs, exchange rate changes and public charges that are beyond PostNord's control. Examples of such supplementary charges include the fuel supplement (DMT), exchange rate supplement and sulfur supplement. PostNord shall also be entitled to apply such charges without providing prior notice to the Customer.

PostNord shall also have the right to take out a capacity surcharges during certain periods, such as when volumes are high or transport capacity is limited. The services that are affected, the time periods for such a supplement and the supplementary charge are described in PostNord's currently applicable price list, see [postnord.se/priser](http://postnord.se/priser).

Supplementary charges shall be stated separately on the invoice from PostNord and charged in respect of freight. More information about supplementary charges is available at [postnord.se/priser](http://postnord.se/priser).

### 13. Notices

All notices by a party to the other party must be sent to the address specified in the Agreement, or to a new address as specified subsequent to the execution of the Agreement, or otherwise to the last known address.

### 14. Changed circumstances

The customer must inform PostNord in respect of changes – especially with regard to name or company name, 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 good 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. A new agreement must be executed in the event of any change in the corporate form of the customer.

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 within the PostNord.

In addition, PostNord shall be entitled to engage sub-contractors for the performance of its obligations.

## 16. Premature termination

A party shall be entitled to terminate the Agreement prematurely in the event that:

- The other party commits a material breach in the performance of its obligations and has not rectified such breach within a reasonable time following demand therefor.
- The other party is placed into liquidation, petitions for or has been placed into insolvent liquidation, commences proceedings for a company reorganisation, enters into composition negotiations, suspends its payments, or may be deemed to be insolvent.
- 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 shall not be entitled to a refund of payments made due to the early termination of this Agreement by PostNord in accordance with this section. In the event the Agreement is terminated other than as a result of early termination, fees paid for a service shall be refunded insofar as such fees relate to the service for the period after the termination of the Agreement.

## 17. Notice of complaint

In the event notice of complaint is not given in due time, the defect cannot be asserted against PostNord.

### 17.1 Items

Notice of complaint in respect of lost, diminished, damaged or delayed items must be given without unreasonable delay after the loss, diminution, damage or delay was discovered or should have been discovered. In such context, the following in particular shall apply:

- In conjunction with diminution or damage which is visible, notice of complaint must be given immediately upon receipt of the item at [postnord.se](http://postnord.se) or PostNord's Customer service – see section 20.
- Notice of complaint shall be given in respect of delays within seven workdays after the item was received by, or advice was given to, the addressee.
- In conjunction with diminution or damage which is not obvious, notice of complaint shall be given within seven workdays following receipt of the item. Upon failure to do so, the person giving notice of complaint must demonstrate that the damage or diminution occurred prior to receipt.
- Notice of complaint may not be given later than six months after the day upon which the item was delivered for posting.

### 16.2 Electronic and other services

Notices of complaint shall be given to PostNord without unreasonable delay. Complaints and claims must be submitted not later than six months from the day on which the customer

was aware, or should have been aware, of the basis for the claim.

## 16.3 Invoices

Notice of complaint in respect of errors in an invoice or other demand for payment issued by PostNord must be given not later than the due date for payment.

## 18. Limitations period

Claims against PostNord must be brought within a period of one year from the dates specified below. Where claims are not brought within the prescribed period, the right to bring the claim shall be forfeited.

### 17.1 Items

The time shall be calculated:

- in the event of diminution, damage, or delay: from the day on which the item was delivered to the recipient;
- in the event of loss: from the day on which the item is deemed to be lost in accordance with section 5.3.2.3;
- in the event of unaccounted C.O.D: from the day on which the item was left with PostNord for transport.

### 17.2 Electronic and other services

The time shall be calculated from the day on which the customer was aware, or should have been aware, of the basis for the claim.

## 19. Disputes

The agreement shall be governed by Swedish substantive law.

Insofar as any disputes regarding the interpretation and application of the Agreement and the legal relations relating thereto cannot be resolved through negotiations between the parties, such disputes shall, unless such is opposed by any of the parties at the time the dispute arises, preferably be referred for mediation in accordance with the rules of the Mediation Institute of the Stockholm Chamber of Commerce.

In the event a party opposes mediation or where such mediation is discontinued, the dispute shall be adjudicated as follows:

- by a court of general jurisdiction provided the amount of the claim does not exceed 15 times the statutory base amount in accordance with the National Insurance Act; or
- by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce where the value of the claim equals or exceeds 15 times the statutory base amount. The arbitration proceedings shall take place in Stockholm.

## 20. Customer service

Customer service answers all questions concerning PostNord's services. Information regarding the services is also available on PostNord's web sites. Please refer to the contact information at the bottom of the page.

Customer service

Address:

105 00 Stockholm

T +46 020-23 22 20

T +46 0771-33 33 10

E [kundservice.se@postnord.com](mailto:kundservice.se@postnord.com)

[postnord.se](http://postnord.se)