

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

### 1. Scope

These General Customer Terms and Conditions ("PAKN") govern services which companies in the PostNord AB ("PostNord") perform in accordance with a specific agreement ("Agreement") which refers to PAKN.

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 PAKN.

### 2. Definitions

- "domestic items" refers to items which are posted in Sweden and addressed to recipients in Sweden.
- "international items" refers to items that are not defined as domestic items above.
- "items" refers to letters, packages, or other addressed items and unaddressed items which are handled in PostNord's operations.
- "letters" refers to 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" refer to letter and parcel holders, trolleys, transport boxes, and other load carriers provided by PostNord.
- "parcels" refer to all goods and items that are not defined as letters above.
- "recipient" refers to the receiver of the item or the item's addressee.
- "PostNord's service centres" refer to offices, parcel lockers, and other service points of PostNord or its agents where items can be submitted/received.
- "sender" refers to a party who has engaged PostNord to forward an item.
- "Special Terms and Conditions" refer to the parts of the Agreement which have precedence over PAKN and which govern the different services which are covered by the Agreement.
- "undeliverable item" means an addressed item which cannot be delivered to the recipient.
- "Weekday" refers to non-holiday Monday - Friday, except Midsummer, Christmas and New Year's Eve.
- "Universal Postal Convention" refers to the conventions that governs international postal operations. The application provisions for mail forwarding and parcel forwarding are set forth in the Convention Manual.

### 3. Prices and fees

The customer shall pay prices and fees in accordance with the Agreement. With respect to administrative fees as well as in the absence of a specific agreement governing prices and fees, PostNord's regular price list applicable from time to time apply shall apply. All prices and fees are stated exclusive of VAT.

PostNord shall be entitled to change freight prices and/or to apply surcharges as compensation for increased or unexpected costs. Examples of such surcharges are fuel surcharge (DMT), exchange rate surcharge, sulphur surcharge, energy surcharge and Mobility Package surcharge.

PostNord shall also be entitled to apply surcharge for capacity supplements during

certain time periods, e.g. for high cargo volumes or limited transportation capacity

PostNord give notice of application of surcharges alternatively changes of freight prices or surcharges on [postnord.se/priser](https://postnord.se/priser) prior to effective date.

Information about prices and surcharges is available at [postnord.se/priser](https://postnord.se/priser).

### 4. Payment terms and conditions

#### 4.1 Invoicing terms and conditions

PostNord is entitled to invoice the customer on an ongoing basis and to demand payment within 10 days of the invoice date. PostNord may also apply invoicing charges in accordance with the invoice, and statutory penalty interest and reminder charges.

#### 4.2 Credit terms and conditions

PostNord is entitled to demand and receive sufficient security from the customer for the credit granted, at any time. PostNord may also, at any time, 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 section 22. This also applies if security has not been provided or if in PostNord's opinion the security is no longer sufficient.

#### 4.3 Direct payment

If the customer is not entitled to credit in accordance with the Agreement, prices and charges must be paid direct (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 12 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 section 23.

### 5. Customer responsibility for items

#### 5.1 General

The customer shall ensure that the items and its content do not contravene the provisions of this Agreement, export control rules and applicable law. The customer shall compensate PostNord or other party incurring a loss for all losses incurred as a result of a breach of the Agreement by the customer, the sender or (if applicable) the recipient.

#### 5.2 Dangerous goods

The Swedish Transport of Dangerous Goods Act (SFS 2006:263) and the Convention Manual contain, among others, provisions regarding dangerous goods. Dangerous goods may not be sent using PostNord. However, in respect of certain services, limited quantity of dangerous goods may be sent. Detailed information regarding these services may be obtained from PostNord's Customer

service. Detailed information in respect of dangerous goods may be obtained from the National Board of Swedish Civil Contingencies Agency, MSB ([msb.se](https://msb.se)).

#### 5.3 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.
- Dead and 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) unless packaged in accordance with ICAO-TI and IATA-DGR's packaging instructions, PI 650 and either collected by PostNord or posted in a postbox or at PostNord's Företagscenter.
- 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, [folkhalsoymyndigheten.se](https://folkhalsoymyndigheten.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 customer 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..

#### 5.4 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.

#### 5.5 Wrapping and packaging

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 people, equipment or facilities.

### 6. Check of items

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

### 7. Country information

Country specific information - subject to change - may be retrieved at [postnord.se/landsinfo](https://postnord.se/landsinfo) and [postnord.se/leveranstider](https://postnord.se/leveranstider). The information

may also be obtained from Customer service.

### 8. PostNord responsibility for Items

#### 8.1 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.

#### 8.2 Delayed items

*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.

#### 8.3 Lost items

*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.

### 8.4 Liability

#### 8.4.1 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.

#### 8.4.2 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.

#### *8.4.3 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.

#### *8.4.4 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.

#### *8.4.5 Other items*

PostNord's liability for other items (e.g. unaddressed items) is regulated in the Special Terms and Conditions.

#### *8.5 Exclusions and limitations*

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.

#### *8.6 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, illegible or incomplete address or marking of the item;
- non-delivery of an item due to it being undeliverable,
- non-delivery of an item because of hindrance to postal delivery,
- failure of the recipient to pick up item within the prescribed period,
- 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 have any liability for items which, in contravention with Special Terms and Conditions or section 5 above, contain dangerous or prohibited goods, or for items with a value that 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.

#### *8.7 Amount of compensation*

##### *8.7.1 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 the Special Terms and Conditions, 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.

##### *8.7.2 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.

#### *8.8 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.

#### *8.9 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 as set forth above.

#### *8.10 Assignment of title*

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

#### *9. Liens*

PostNord shall hold a lien over goods which are under PostNord's control. The lien shall cover all of PostNord's claims against the customer.

#### *10. 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. 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 4000 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.

#### *11. Undeliverable items*

##### *11.1 Undeliverable letters*

Regulations regarding undeliverable letters are set forth in the Postal Services Act. Under this act, PostNord shall, if possible, return an undeliverable letter to the sender or, if the address is not known, send the letter to National Post and Telecom Agency.

PostNord offers certain traceable services such as insured and registered letters. If such a letter is undeliverable it shall be requested to be collected by the sender. If the letter is not collected by the sender in accordance with the request notice, the traceable services are terminated. Such non-collected letters shall be delivered to sender's mailbox (or similar) without the traceability service. If it is not possible to deliver the letter (e.g. unknown address or complicated mailbox), the letter will be sent to the National Post and Telecom Agency in accordance with Postal Service Act.

Undeliverable letter-like items that weigh more than 2 kg or other undeliverable letters that cannot be sent to the National Post and Telecom Agency will be destructed after 3 months. If an undeliverable international item lacks sender details, it will not be post-taxed. Instead, it will be sent to the National Post and Telecom Agency as undeliverable letter.

##### *11.2 Other undeliverable items*

Any other undeliverable items shall be returned to the sender at their expense. The time period for returns may vary for different services. If the sender can neither be contacted nor has come to an agreement on how the item is to be handled, PostNord has the right to sell or destroy the content. This may take place immediately if the contents are subject to

damage or imminent destruction or require excessively costly care, and in other cases after three months. PostNord must inform the sender of this in advance, if possible. After deduction of PostNord's receivables resulting from the assignment, and other storage and sales costs, the balance from the sale shall be paid without delay to the sender, when the sender is known to PostNord. If the sender is not known to PostNord and does not make a claim within one year of the date of sale, the balance shall accrue to PostNord.

#### *12. Other liability provisions*

The parties' liability for items is stated above. For the parties' liability under the Agreement in other respects the following applies.

A party shall not be liable where the party has duly exercised normal caution.

A party shall also not be liable if contractual performance is wholly or partly hindered by circumstances outside the party's control and which the party could not reasonably have been expected to foresee and the consequences of which the party 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.

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

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

#### *13. 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, who shall bear the risk thereof.

#### *14. Subcontractors*

PostNord shall be entitled to engage subcontractors for the performance of its obligations.

#### *15. Intellectual property rights*

Intellectual property rights held by the customer before entering the Agreement shall continue to belong to the customer and not be transferred to PostNord.

All intellectual property rights, Brands, Company Name, software 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 sub-licence the services or appurtenant software.

Where PostNord provides technical solutions or software, the customer shall only be entitled to utilise such technical solutions or software in conjunction with the service and only for such time as the customer has access to the service.

#### *16. Confidentiality*

The parties may not disclose confidential information received by either party from

the other party or received otherwise in connection with the performance of the Agreement, to a third party without the disclosing party's written consent. Confidential information includes the Agreement and any information of a technical, commercial, financial or other nature, which by its nature constitutes confidential information (e.g. customer registers, commercial information on individual business events, prices and pricing calculations), or which has been clearly specified by the disclosing party as confidential by labeling or otherwise.

The confidentiality obligation above does not apply to information that a party can show has become known to the party by other ways than through the Agreement or that is public knowledge. The confidentiality obligation also does not apply when a party is required to disclose by law, court or authority decision, or stock exchange regulations. If a party is required to disclose information in such manner, such party shall inform the other party of this before the disclosure takes place.

The parties may not use confidential information for any purpose other than the performance of the Agreement in accordance with its provisions. The parties shall take all necessary measures to prevent its employees or contractors from disclosing or using confidential information in a way that breaches the confidentiality provisions in this section 10.

The parties shall ensure that only such personnel, own employees or employees of any subcontractor, who directly need access to confidential information in order to fulfill their obligations under the Agreement are given access to such information.

The parties' undertakings under this section apply during the term of the Agreement and five years thereafter, or until confidential information has become public knowledge in other ways than by a breach of the Agreement.

#### 17. Processing of personal data

The Parties are responsible for complying with the applicable data protection legislation. Unless stated otherwise in the Special Terms and Conditions, each Party determines the purposes and means for its processing of personal data and is therefore an independent controller for such processing. For services where PostNord is the processor, the stipulations in the Special Terms and Conditions for the specific service apply.

When providing the services under this Agreement, PostNord does not process personal data in items handled by PostNord and is therefore neither the controller nor the processor for such processing. The sender of the item is the controller for the processing of such personal data.

PostNord's processing of personal data as controller is described in PostNord's Privacy Policy available at [postnord.se/integritetspolicy](https://postnord.se/integritetspolicy) and as updated from time to time.

#### 18. Amendment of terms

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](https://postnord.se/kundvillkor). The customer shall be responsible for staying informed with respect to the governing terms and conditions. The customer is aware and acknowledges that the Customer Terms and Conditions may be amended during

the term. Amendment may take place in any manner set forth below.

The Customer Terms and Conditions may be amended twice per year, with effect from 1<sup>st</sup> January and the first business day in May, through publication on [postnord.se/kundvillkor](https://postnord.se/kundvillkor), at least 30 days before effective date. Upon publication, the amendment will be described. On effective date, the new version of the Customer Terms and Conditions will apply between the parties. If the customer does not wish to accept the amendment of the Customer Terms and Conditions, the customer shall be entitled to immediately cancel the Agreement for the services concerned. In such case, the customer must notify PostNord thereof not later than the final business day prior to the effective date prior date of the amendment.

Notwithstanding the provisions set forth in the previous paragraph, PostNord shall be entitled to, at any time, amend the Customer Terms and Conditions if PostNord deems that the amendment is necessary. PostNord shall in such case 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 for the services concerned before the amendment enters into force. In such case, the customer must notify PostNord thereof prior to the effective date.

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.

PostNord shall furthermore 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 of provision shall take effect at the time following from the ordinance or the decision. PostNord is obliged to promptly notify the customer of the time of the amendments effective date.

#### 19. 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.

The customer shall notify PostNord of changed address via the Customer Portal. If this is not possible, PostNord's Customer service shall be notified.

#### 20. 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.

#### 21. 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.

#### 22. Premature termination

A party shall be entitled to, in whole or in part, 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.

PostNord also has the right to terminate a service with three months' notice if PostNord is completely discontinuing the service. The termination date shall be earliest the date when the service is being discontinued.

#### 23. Complaints

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

##### 23.1 Items

Notice of complaint in respect of 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
- In conjunction with diminution or damage which is not obvious, notice of complaint shall be given within seven workdays following receipt of the item.
- Regarding delays, notice of complaint shall be given within seven workdays after the item was received by, or advice was given to, the addressee.
- Notice of complaint may never be given later than six months after the day upon which PN received the item.

##### 23.2 Other notice of complaint

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.

##### 23.3 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.

##### 23.4 Notices

Notice of complaint shall be given at [postnord.se/reklamera](https://postnord.se/reklamera) or to PostNord's Customer service where further information on complaints procedures also may be obtained.

#### 24. 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.

##### 24.1 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 8.3.

##### 24.2 Other limitation period

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.

#### 25. Direct customs representative

In the event that a customs declaration is required, PostNord undertakes to prepare such declaration, either by itself or through an agent. The customer appoints PostNord or its agent to prepare the customs declarations on behalf of the customer. PostNord, or the agent, shall act as a direct customs representative (in the name of the customer and on behalf of the customer). In this connection, PostNord's Customs Representative Terms and Conditions applicable from time to time apply; see [postnord.se/kundvillkor](https://postnord.se/kundvillkor).

In the event that the customer wishes to change the procedure for future shipments and declare himself or appoint someone else as representative, PostNord must be notified of this by sending a message to [backoffice.tull@postnord.com](mailto:backoffice.tull@postnord.com). The change is implemented and valid for future shipments when PostNord has sent a confirmation to the customer.

#### 26. Sanctions

Customer warrants that the customer and its items neither directly nor indirectly is subject to any sanctions (trade and financial sanctions) mandated by UN, EU/EES, UK, USA or Nordic countries. Customer shall immediately inform PostNord in the case the customer or its items are subject to any sanctions. If customer or its items are, 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.

#### 27. Governing law and disputes

The agreement shall be governed by Swedish substantive law.

Insofar as any disputes regarding the interpretation and application of the Agreement 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 mediation rules of the Arbitration Institute of the Stockholm Chamber of Commerce.

In the event a party opposes mediation or where such mediation is discontinued, the dispute shall be decided by an authorized general court in Sweden.

Notwithstanding the foregoing, the dispute shall be decided by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce if the value of the claim equals or exceeds 5 MSEK and either party demands arbitration. The arbitral tribunal shall be composed of three arbitrators. The seat of arbitration shall be Stockholm. The language to be used in the arbitral proceedings shall be Swedish.

#### 28. Customer service

Customer service answers all questions concerning PostNord's services. PostNord Sverige AB  
Customer service  
105 00 Stockholm  
0771-33 33 10  
[postnord.se/kundservice](https://postnord.se/kundservice)