



GENERAL TERMS FOR UBSEND'S TRANSPORT AND LOGISTICS SERVICES

1. In general

- 1.1 These General Terms ("Terms") shall apply to all activities, quotations, agreements, deliveries, and services ("Services") rendered by UBsend A/S ("UB") or UB's sub-suppliers, unless otherwise agreed between UB and the customer ("Customer") in writing.
- 1.2 Unless deviated from in these Terms or otherwise agreed with the Customer in writing, the CONVENTION ON THE CONTRACT FOR THE INTERNATIONAL CARRIAGE OF GOODS BY ROAD (CMR) shall apply in addition to these Terms. These Terms and CMR contain provisions limiting UB's liability for the performance of the Services.
- 1.3 Pursuant to these Terms, "waybill" means an ordinary waybill, an approved label, or a completed pick-up report. All shipments included in the same waybill are considered as one single shipment pursuant to these Terms.

2. UB's services

- 2.1 Unless otherwise agreed, the Services are limited to transport, customs declarations, if relevant, and delivery of the shipment.
- 2.2 The shipment will be carried out by any means of transport of UB's or UB's sub-supplier's choice, including air, sea or road transport, as well as UB can unilaterally decide on all practical circumstances related to the planning and handling of the transport, e.g. in relation to the choice of routing, redirection and that the transport may be handled via intermediate locations.
- 2.3 In addition to the transport, the Customer can order a number of additional services (pick-up, express, agreement regarding EDI customs declaration, redirection, storage and other services) pursuant to a special agreement with UB's customer service. If such special agreement is concluded, UB's liability for the performance of such additional services will be governed by these Terms and CMR.

3. Booking

- 3.1 Bookings of the Services are made under the Customer's account number. The Customer is responsible for the management of account numbers and for ensuring that relevant information is included in the booking for the purpose of internal accounting.
- 3.2 The use of the assigned customer numbers is the holder's liability only, and the holder of the customer number is liable towards UB for any shipment ordered under the customer number.

4. Delivery and return

- 4.1 UB does not deliver to PO addresses.
- 4.2 UB intends to deliver the shipment within the standard delivery time, but UB does not issue any guarantees in this regard.
- 4.3 The shipment is considered delivered by UB or UB's sub-supplier to the recipient, when:
 - a) The shipment has been delivered to the recipient address (but not necessarily to a specific person),
 - b) The shipment has been delivered to a central reception facility (if such a facility exists at the address), or

- c) The shipment has been placed at a location agreed with the recipient.
- 4.4 The shipment is furthermore considered delivered when UB or UB's sub-suppliers has placed the shipment on the ground floor at the agreed address, which can be done without a specific agreement with the Customer, unless there is a freight elevator. If no recipient is present at the address, the recipient is notified where to pick up the shipment (Parcel Shop, Locker or Depot).
- 4.5 If the recipient cannot reasonably be identified or located, or if the recipient refuses to accept the shipment or to pay any amounts due, UB aims to return the shipment to the Customer at the Customer's expense and risk.
- 4.6 The Customer will be charged an additional fee in case the shipment is returned, re-delivered and/or forwarded.
- 4.7 If it is not possible to return the shipment to the Customer, the shipment can be released, destroyed or sold without liability towards the Customer, the recipient or others. UB is entitled to offset the proceeds in against freight, fees and administrative costs. Any surplus proceeds must be transferred to the Customer.

5. Customer's obligations

- 5.1 If a shipment is subject to customs declaration, the Customer must submit complete and accurate documentation in this regard.
- 5.2 UB is entitled to appoint an agent on behalf of the Customer and the recipient, who can ensure a correct customs declaration, prepare documents and pay fees and taxes. UB does not handle customs clearance on behalf of the Customer without a prior written agreement.
- 5.3 The Customer must ensure that all information on the label or waybill is correct and sufficient, and that the shipment includes sufficient information about the sender and the recipient of the shipment.
- 5.4 The Customer must ensure sufficient and proper packaging and labelling of the shipment and ensure that the contents have been described and classified and accompanied by the required documentation in order to make it suitable for transport. See UB's website for additional directions at www.ubsend.com.
- 5.5 Damage to or loss of a shipment due to the Customer's non-compliance with the Customer's obligations under these Terms will not be compensated.
- 5.6 Shipments must not include goods that may expose humans, animals, means of transport or other transported goods to danger or damage, just as they must not include goods which cannot be transported pursuant to current legislation.
- 5.7 Unacceptable shipments include, among others:
 - a) Dangerous goods, including poisonous, contagious, corrosive and flammable substances, radioactive sources, and gases,
 - b) Living or dead animals,
 - c) Weapon, ammunition, explosives, igniters and similar,
 - d) Perishable goods,
 - e) Alcoholic beverages,
 - f) Tobacco and tobacco products, euphoriants,
 - g) Plants and seeds,
 - h) Cash and cash representatives,
 - i) Goods which cannot be imported, exported or distributed in sender, receiver, or transit countries pursuant to current legislation, including sanctioned goods pursuant to IATA ("International Air Transport Association"), ICAO ("International Civil Aviation Organization") and the ADR Convention ("The European Agreement concerning the International Carriage of Dangerous Goods by Road"),

- j) Goods which have not been subject to customs declaration if so required pursuant to current customs legislation,
- k) Goods transported pursuant to the TIR Convention ("Transport Internationaux Routier"),
- l) Goods which cannot be distributed pursuant to acts that include sanctions (trade restrictions etc.),
- m) Pornography,
- n) Articles of a special value (e.g. works of art, antiques, gem stones, gold and silver),
- o) Jewellery and watches with a value exceeding DKK 3,500,
- p) Fur, animal skins (not originating from breeding), and ivory,
- q) Counterfeit goods, and
- r) Goods which in the opinion of UB or UB's sub-suppliers cannot be transported safely and/or legally.

5.8 In case of UB's suspicion of unacceptable shipments, UB is entitled to scan the concerned shipment with X-ray or open and inspect the shipment without prior notice to the Customer, and the distribution can be denied or cancelled without any liability for UB.

5.9 The Customer must ensure that all shipments meet the requirements specified in these Terms, and the Customer shall indemnify UB for any claims, including claims for damages and/or for costs, arising as a result of the Customer's non-performance of his obligations under this clause 5.

6. Prices and payment

6.1 UB's prices for the Services appear from UB's current price list in force from time to time or from a specific quotation. The freight price is calculated based on the highest value of the actual or the volumetric weight. Any shipment may be weighed and measured by UB or its sub-supplier in order to verify the calculation.

6.2 The Customer must pay or repay to UB any VAT, duties, taxes, charges, fines, road taxes, storage costs and similar costs, which UB has been ordered to pay on behalf of the Customer, the recipient or a third party. In addition, the Customer must indemnify UB from any claims, damages, fines, and expenses arising as a result of the Customer's insufficient information, unacceptable shipments or insufficient packaging.

6.3 The due date for payment is the date specified on the invoice as the final due date. As a general rule, the term of payment is net cash.

6.4 If a payment is made after the due date, UB is entitled to charge interest and reminder fees pursuant to the rules of the Danish Interest Act (renteloven) until the amount due is paid.

7. Insurance

7.1 By contacting UB's customer service, and subject to additional payment, the Customer can take out insurance to cover certain shipments.

7.2 The insurance taken out in accordance with clause 7.1 does not cover indirect loss or damage caused by delay.

7.3 Supplemental insurance can be taken out when placing the order and will only provide coverage if the Customer has received a written confirmation.

7.4 Insurance cannot be taken out for goods of a special value, e.g. precious metals, real jewellery, antiques, paintings and works of art, as well as some countries are excluded from insurance cover.

7.5 In case of insurance claims, the Customer must immediately notify UB in writing, and UB will then contact the insurance company.

8. Complaints and time limitation

- 8.1 Complaints must be submitted in writing to UB without undue delay, including information about the recipient's name and address, shipment date, weight of the package and tracing number, and photos, within the following deadlines, as a potential claim against UB will otherwise be forfeited:
- a) In case of visible depreciation of or damage to the goods: immediately upon the recipient's receipt of the goods.
 - b) In case of non-visible depreciation of or damage to the goods: within reasonable time and at the latest seven (7) days after delivery.
 - c) In case of loss, including in case of non-delivery: within reasonable time and at the latest thirty (30) days from delivery of the shipment to UB.
- 8.2 The right to compensation in case of depreciation of or damage to the goods is forfeited if the shipment is not made available and ready for pick-up at the delivery address in the original packaging, or if the damaged shipment is passed on for transport by others before UB's sub-supplier has been allowed to inspect the shipment.
- 8.3 All claims towards UB must be submitted in writing, and relevant documentation, included but not limited to, the cost invoice and sales invoice for the lost or damaged goods must be attached.
- 8.4 Legal action against UB must be initiated within one (1) year, otherwise, the claim will be forfeited. The deadline is calculated as follows:
- a) In case of partial loss, damage, or delay in delivery: from the date of delivery.
 - b) In case of total loss: from the thirtieth day after the expiry of the agreed time-limit, cf. clause 8.1 c).
 - c) In any other cases: on the expiry of a period of three months after the making of the contract of carriage between UB and the Customer.

9. Exclusion and limitation of liability

- 9.1 UB or UB's sub-suppliers cannot be held liable for loss caused by incorrect labelling of shipments.
- 9.2 UB's liability for loss, depreciation of or damage to the goods is limited to SDR 8,33 per kilogram.
- 9.3 UB's liability for loss, depreciation of or damage to the goods can never exceed SDR 8.33 per kilogram of the part of the goods that have been lost, depreciated, or damaged.
- 9.4 In case of delay related to pick-up, transport or delivery, UB's liability is always limited to the amount of the freight.
- 9.5 For all other losses, UB's liability is limited to SDR 100,000 for each job.
- 9.6 If a special agreement has been made concerning a certain mode of transport, or if it is documented that loss, depreciation of or damage to the goods, or delay has occurred while the goods were transported with a specific means of transport, UB will be liable pursuant to the statutory provisions and general terms of transport applying to this mode of transport, to the extent they include deviations from the conditions laid down in these Terms and CMR.
- 9.7 UB cannot be held liable for damage to or loss of temperature-sensitive goods caused by temperature variations or electric or magnetic damage or loss of electronic or photographic images, data, or recordings.
- 9.8 UB shall not be liable for operational loss, loss of profits or any other indirect losses.
- 9.9 UB shall not be responsible for any delay in performance or non-performance, which is partially or fully due to circumstances beyond the reasonable control of UB, including but not limited to industrial disputes, war, system failure with UB or UB's sub-suppliers, lack of means of transport, general scarcity of goods, restrictions, epidemics, public regulations, fire, storm, flooding, fog, plane crash, damage caused by computer virus, hacking, lack of and delays

of deliveries from sub-suppliers caused by some of the circumstances specified in this clause or other circumstances, which have significantly obstructed UB's performance of the agreement.

10. Data protection

10.1 The Customer accepts that UB and UB's sub-suppliers can use all data submitted by the Customer to UB for the purposes specified in UB's Data Processing Agreement.

11. Transfer of rights and obligations

11.1 UB is entitled to assign all rights and obligations under the agreement with the Customer to a third party.

12. Governing law and jurisdiction

12.1 Any dispute between UB and the Customer shall be settled in accordance with Danish law with the exception of Danish Private International law. Any dispute which cannot be resolved amicably shall be brought before the City Court in Aarhus, Denmark.

13. Severability

13.1 If any provision in these Terms shall be deemed completely or partially invalid, void or for any reason unenforceable, such provision shall be deemed severable and shall not affect the validity or enforceability of any remaining provision.