

# Terms and Conditions

## Parcel

Effective as of April 1<sup>st</sup>, 2024

### 1. Application

1.1 These Terms and Conditions apply to all activities performed by Dansk Avis Omdeling A/S (hereafter dao) in connection with the distribution of parcels using dao label either purchased directly from dao or from an authorized 3<sup>rd</sup> party dealer. The Terms and Conditions apply to our sender, regardless of whether the activities are carried out by dao or one of our partners.

1.2 Unless otherwise stated in these Terms and Conditions or otherwise agreed in writing between dao and the sender, the rules of NSAB2015 will apply.

### 2. Scope of the distribution service

2.1 dao organizes and executes sorting and distribution of:

#### Parcels delivered as daoHOME or collected with daoPICKUP:

Weight: max. 5 kg

Length: max. 55 cm

Circumference + length: max. 120 cm

#### Parcels delivered as daoSHOP:

Weight: max. 15 kg

Length: max. 80 cm

Circumference + length: max. 240 cm

#### Parcels sent as daoGLOBAL:

Weight: max. 10 kg

Length: max. 80 cm

Circumference + length: max. 240 cm

Please note that the package must measure at least **10 x 15 x 1 cm**.

2.2 If a parcel exceeds the max. weight/dimensions, dao can choose to return the parcel to the sender at their expense. If a parcel that exceeds the max. weight and/or dimensions is sent on in dao's system, this may result in an additional charge.

2.2.1 If a parcel ordered as daoHOME exceeds the max. weight and/or dimensions for such, dao can redirect the parcel for delivery to a daoSHOP.

2.3 dao may refuse to accept or distribute a parcel that is not properly packaged or is not suitable for parcel distribution.

2.4 dao considers the parcel delivered correctly, when it is placed in the mailbox, at the recipient's front door, or handed out from a daoSHOP.

2.4.1 If dao assesses that a parcel cannot be delivered to a home address in a secure manner, dao reserves the right to redirect the parcel for delivery to a daoSHOP.

2.5 dao reserves the right to deliver to a different daoSHOP than the one chosen by the sender. When dao delivers the parcel to a daoSHOP, the recipient will be informed. After 7 days, dao returns uncollected parcels to the sender.

2.6 For parcels sent on a business agreement, return, redelivery, and redirection may result in an additional charge.

2.7 If the recipient does not collect the parcel from the daoSHOP within 7 days, dao will return the parcel to the sender.

2.7.1 For parcels sent on a business agreement, the parcel will be returned according to the applicable agreement.

2.7.2 For parcel sent on a prepaid label, the parcel will be returned to the daoSHOP where the parcel was submitted, or a nearby daoSHOP relative to the sender's address.

### 3. Distribution

3.1 The sender is responsible for sufficient and proper packaging and labeling with a dao label or a daoE-LABEL code purchased via dao (website or dao app) or dao's partners. The sender accepts that multiple parcels attached to each other and having only one label will not be replaced if they separate. In such cases, dao will only replace the parcel that is marked with the dao label.

dao does not inspect the packaging and will not replace damaged parcels if it is judged that the packaging was not sufficient and secure.

3.1.1 The label must not be folded over the edge of the parcel or affixed in such a way that the barcode and text cannot be read/scanned.

3.2 Parcels must be packaged so that they can be handled in an automatic sorting facility, where it is not possible to consider directional markings, glass markings, "fragile" warnings, and similar.

3.2.1 Parcels must withstand a drop of 1 meter.

3.2.2 Round units must be provided with at least one flat surface so they can be handled in an automatic sorting facility.

3.3 Porcelain, glass, technical equipment, including flat screens, computer, IT, laser equipment, and other fragile items, must be packaged in a sturdy outer packaging (cardboard boxes or other suitable transport packaging). The inner packaging must consist of snug, shock-absorbing material (for technical equipment, it should be form-fitted). The packaging must fit the contents. All voids must be filled with a suitable material to protect the contents. The sender must ensure that no displacement, pressure, or impact can occur, either between the items themselves or between the contents and the parcel's outer packaging.

3.4 Damage caused by vibrations to internal components not optimally secured during distribution is not covered by dao.

3.5 Goods packaged in glass and items with liquid contents must be sent in an outer packaging suitable for distribution with dao. An inner packaging that protects the goods from external influences and absorbs and prevents any leakage from the goods must be used. The sender must ensure that no displacement, pressure, or impact can occur, either between the items themselves or between the contents and the parcel's outer packaging.

3.6 In case of damage to parcels that risk harming people, materials, or other parcels, dao reserves the right to destroy the contents.

3.7 dao does not distribute and does not replace:

3.7.1 Cash.

3.7.2 Hazardous goods.

3.7.3 Living or dead animals.

3.7.4 Weapons and weapon parts, as well as active/inactive ammunition or explosive elements requiring special permission to transport.

3.7.5 Perishable goods, including food, frozen items, plants, etc.

3.7.6 Goods that have been filled with liquids or still contain liquids (e.g., auto parts).

3.7.7 Goods whose import, export, or distribution in sender, recipient, or transit countries violates the law (e.g., counterfeit products, medication, illegal narcotics, etc.).

3.7.8 Unpackaged goods or goods not suitable for parcel distribution.

3.7.9 Contents whose distribution violates applicable sanctions laws. Sanctions laws include all laws, regulations, and statutes imposing sanctions on countries, individuals, or entities (including trade restrictions and economic sanctions), including without limitation those imposed by the UN, EU, and EU member states.

3.8 dao may refuse or discontinue distribution in case of suspicion of the above. If violations are confirmed, the parcel will be returned to the sender, possibly with an additional charge, or handed over to the relevant authority.

3.9 The sender is obliged to compensate for any direct or indirect loss incurred by dao, dao's subcontractors, or other customers as a result of the contents mentioned in the points above and any direct or indirect loss due to insufficient packaging, cf. sections 3.2-3.6.

3.10 dao is not obliged to investigate whether the parcel contains goods listed in section 3.7 or to examine whether the packaging is sufficient.

## 4. Payment

4.1 Sending parcels via a daoSHOP can only be done using a prepaid label purchased from dao or a partner.

4.1.2 For parcels sent on a business agreement, distribution is according to the current price and fee list, unless otherwise agreed in writing. The price list can be requested from dao at any time.

4.1.3 For parcels sent on a business agreement, payment must be made 14 days from the invoice date, unless otherwise agreed in writing. The sender may not offset against dao's invoices.

4.2 dao does not refund the amount already paid for the return of parcels.

4.3 By purchasing a dao label or a daoE-LABEL via the website or app, consent is given for immediate delivery. Thus, the right of withdrawal under the consumer contracts act is waived.

4.4 In the event of compensation being paid, dao offers to pay this to the injured party when purchasing a dao label or daoE-LABEL via the website or app, provided the sender of the parcel allows this.

## 5. Complaints

5.1 Notification of damage/shortage must be made in writing to dao - via dao's website for labels purchased on the website or app, or via omdeling.info for business customers.

5.2 The following deadlines apply for complaints:

5.2.1 In case of damage to or shortage in contents, the sender or recipient must complain to dao within 5 working days after delivery, as all claims otherwise will be lost.

5.2.2 In case of missing or delayed delivery, the sender or recipient must complain to dao no later than 3 months from the date of dispatch. dao may search for a parcel for up to 10 working days from the day of the search request.

5.3 dao must receive photos of damaged parcels. The photos must show the following: the damaged contents, the inner and outer packaging, where one of the images of which must show our shipping label.

5.3.1 If there is no photo documentation, the recipient must be able to make the damaged parcel ready for collection at the delivery address/recipient's address in the original packaging. If this is not possible, the sender and/or recipient will lose the right to compensation. The original shipping packaging will be kept until the case is closed.

5.4 If the damaged parcel is moved from the delivery address/recipient's address before dao has had the opportunity to inspect the parcel, the right to compensation is forfeited.

## 6. Unclaimed goods

6.1 dao disposes of unclaimed goods (where it has not been possible to determine the rightful owner) after 90 days.

## 7. Limitation

7.1 In the case of damage to or shortage in parcels, legal action must be initiated against dao within 1 year from the date of delivery.

7.2 In other cases (loss, delay, etc.), legal action must be initiated against dao within 1 year from the day on which the loss could first be ascertained.

## 8. Limitation of Liability

8.1 dao is responsible for the parcel from the time it is received at a daoSHOP (from the first scan or manual receipt) or picked up at the sender's address (from the first scan), until the parcel is delivered as per section 2.4 or until dao rightfully interrupts the distribution.

8.2 dao's liability is limited to the following:

8.2.1 dao compensates for loss or damage to the contents of the parcel with compensation of the parcel's documented value, however, up to a maximum of 2,500 DKK per parcel excl. freight.

8.2.1.1 Valuation is as follows:

8.2.1.1.1 New items are valued at the documented cost price excl. VAT.

8.2.1.1.2 Used items are valued at the current market value or the documented cost price, whichever value is lower.

8.2.2 dao cannot be held liable for delays due to conditions mentioned in section 3. If loss in connection with disappearance, damage, or delay is due to actions or omissions on the part of the sender or recipient, dao is under no circumstances liable for compensation.

8.3 In case of a delay of more than 10 working days from the expected delivery date, dao only compensates the freight price for the delayed parcel.

8.4 4 dao does not compensate for damage to temperature-sensitive goods that are damaged, perish, or degrade in quality because of temperature fluctuations.

8.5 dao does not compensate for external packaging.

8.6 dao does not compensate for cash, gift cards, lottery tickets, tickets, scratch cards, and similar (for example bearer documents, bids for tender, listed papers, and stocks).

8.7 dao does not compensate for indirect losses, operational losses, lost profits, or other losses. dao is not liable for loss or delay due to circumstances that can be characterized as force majeure, work stoppage, strike, war, acts of terrorism, natural disasters, cyber-attacks, etc.

8.8 Payment of compensation for complete/partial loss may be conditioned upon the recipient signing a declaration under penalty of perjury that they have not received the said parcel.

## 9. Personal Data

9.1 It is the sender's responsibility to ensure that the personal data shared with dao are correct and can be

legally used by dao. Read more about how dao processes personal data on our website: [www.dao.as](http://www.dao.as).

## **10. Jurisdiction**

10.1 All disputes regarding these Terms and Conditions shall be settled according to Danish law.

10.2 The court in Kolding shall be the court of first instance for all disputes between dao and the sender according to these Terms and Conditions, unless mandatory rules stipulate otherwise.

As a consumer, you may also file a complaint by contacting us via our contact form.

If a resolution cannot be reached, you may complain to the Center for Complaint Resolution and subsequently to the Consumer Complaints Board. Further information can be found here:

<https://naevneneshus.dk/start-din-klage/center-for-klageloesning-og-forbrugerklagenaevnet/til-forbrugere/>

You can also find additional information through the EU Commission's complaint portal:

<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.chooseLanguage>