

# Terms and Conditions

## Letters and magazines – contract costumers

Effective as of October 29, 2024

### 1. Application

1.1 These Terms and Conditions apply to all activities carried out by dao Distribution Øst A/S (hereinafter referred to as dao) in connection with the distribution of letters and magazines, whether purchased directly from dao or from an authorized 3rd party dealer. The Terms and Conditions apply to our customer, regardless of whether the activities are carried out by dao or one of our partners.

1.2 Any deviations from these general conditions are only valid if they are stated in a specific written agreement

### 2. dao's services

2.1 dao distributes newspapers, magazines, and letters (collectively "products") for the customer to the recipients at the addresses provided by the customer to dao (collectively referred to as "distribution").

2.2 dao does not distribute antiques, cash/currency, bearer bonds, precious metals, or other valuable shipments, goods categorized as hazardous materials regardless of quantity, live/dead animals, urns, fragile or liquid content, medication, narcotics, euphoriant substances, weapons, ammunition, explosive elements, perishable food items, materials that encourage or incite illegal activities, or similar. dao reserves the right to refuse to distribute the customer's products.

2.3 Specifically for magazine products, unless otherwise agreed in writing, dao will prepare a production plan for distribution ("the production plan") according to the customer's wishes.

2.4 A production plan typically contains:

- The time period within which the customer must deliver the products – properly labeled – to dao's address in Rødovre or Erritsø.
- Specifically for magazine products and non-machine-suitable letters:
  - Delivered products must be sorted according to the package file.
  - Deadline for when the customer must send recipient addresses to dao.
  - Estimate for when dao sends the validated address file ("package file") back to the customer and/or possibly to a print shop, if this is separately agreed between the parties.

2.5 When the customer receives the production plan, the customer must review the production plan and notify dao if there are errors or uncertainties.

2.6 If the customer exceeds a deadline, dao reserves the right to adjust the production plan as necessary.

2.7 2.7 After a distribution of magazines is completed, dao will store any surplus copies of the distributed magazine until 30 days after distribution. dao may then destroy the stored products, unless otherwise explicitly agreed and stated in the production plan.

2.8 dao delivers 95% on time for Express and Priority products and 98% on time for all other products on average over the year.

2.9 dao reserves the right to make necessary changes to the date of the scheduled distribution.

2.10 dao delivers 7 days a week, while some business addresses are only covered on weekdays. dao only distributes products to recipient addresses that dao can validate in its systems.

### 3. Costumers Obligations

3.1 The customer must ensure,

3.1.1 that dao receives the products within the time period specified in the production plan;

3.1.2 that addressed products are correctly labeled so that the recipients can be identified;

3.1.3 that the products are of a size and packaging that make them suitable for machine sorting and distribution. This means, among other things, that the products must have a format that can be delivered to the recipient's mailbox or mail slot, unless otherwise specifically and expressly agreed;

3.1.4 that the products are sufficiently packaged so that the packaging both protects the product from the usual impacts it is subjected to during transport, including pressure, wear, and weather, and also ensures that the product can be handled without risk of personal injury and cannot cause damage to other products, and

3.1.5 that dao receives information about the recipients' addresses for magazines and non-machine-suitable letters, and other relevant information before the deadline that is agreed in writing.

3.2 If submitted address files do not comply with the specified format requirements, dao may return the files to the customer and request that they be resubmitted in the correct format. dao must have received the file in the correct format before the deadline that is agreed in writing.

3.3 During address validation prior to distribution, dao informs the customer about which recipient addresses have been filtered out during the validation process. The return files the customer receives may only be used in connection with the customer's own shipments with dao.

3.4 dao shall not receive data beyond the name and address of the recipient, including any membership number, email address, or phone number, or anything else that is irrelevant to the distribution.

3.5 Letters submitted for machine sorting must comply with the specifications of "the perfect letter," which can be found at [www.dao.as](http://www.dao.as).

### 4. Distribution

4.1 dao distributes the products to the recipient addresses that dao can validate in its systems. In certain cases, dao uses subcontractors for distribution.

4.2 Address-validated files must not be used to circumvent the Robinson List or the "No Thanks" scheme, or in violation of other applicable marketing rules. It is the customer's own responsibility to filter out recipients on the Robinson List, if applicable.

4.2.1 The customer must ensure that dao receives information on the recipient that is in accordance with the national registry. Thus, dao does not guarantee that recipients on the Robinson List are removed if there are abbreviations, spelling, or typographical errors in the information provided by the customer to dao.

4.2.2 dao disclaims any responsibility for any financial losses, including fines, that may arise as a result of or in connection with distribution to a recipient on the Robinson List, made in reliance on the customer's recipient information, according to the requirements for

recipient information in section 4.2.1. Thus, it is the customer's responsibility to compensate dao for any claim that may be directed against dao as a result of the recipient information provided by the customer.

#### *Changes to a Delivery by the Customer*

4.3 dao plans distributions well in advance, and a distribution is often carried out in conjunction with the distribution of other products. If the customer wishes to make changes in volume, distribution time, or frequency of distribution, this must therefore be notified as soon as possible and in writing to dao.

4.4 A change in a distribution, submitted to dao after dao has received the address file or the products, may result in increased costs for the customer, including for data rerouting and re-sorting of products.

4.5 A request for dao to completely or partially halt, return, or redirect products will be accommodated to the extent that it is practically possible. Such a change occurs at the customer's expense. After the point at which the products have been delivered for distribution at dao, the customer is not entitled to a refund of distribution costs.

4.6 dao may refuse changes to a distribution,

- if it is not practically possible to comply with the instruction at the time of receiving it;
- if changing a delivery would harm other customers/recipients; and/or
- if a change would entail significant expenses for dao or otherwise cause significant difficulties for dao.

4.7 International mail submitted together with letters to Denmark will be forwarded abroad according to current prices.

## **5. Distribution time**

5.1 The distribution time depends on the selected product and is counted in the number of days from the submission to dao in Rødovre. In the event of a changed distribution, dao will inform the customer about this unless the change falls within the agreed time frame or is due to a temporary force majeure situation.

## **6. Delivery and Delivery Obstacles**

6.1 For products covered by the Postal Act, delivery is carried out in accordance with Section 7 of the Postal Act and Section 8 of the Postal Services Regulation. For products covered by Section 2, subsection 3, of the Postal Act, delivery can also be made by hanging the product on the door handle or by placing it in a similar manner at the recipient's address.

6.2 Delivery typically occurs at night, and therefore dao does not obtain a receipt from the recipient in connection with the delivery, even if the delivery may occur through personal handover. In all cases, delivery can be made to any person present at the recipient's address, regardless of their age.

6.3 If delivery obstacles arise, the customer's product will be distributed as soon as distribution is again possible. See also section 15 regarding delivery obstacles.

6.4 dao has instructed all couriers that products must not be delivered inserted into other products.

## **7. Special about Third-party Logistics**

7.1 To the extent that the parties have entered into an agreement on third-party logistics, e.g., warehousing, pick and pack tasks, distribution and/or other special tasks, this is regulated by sections 7.2-7.7.

*Storage and insurance options*

7.2 The customer must inform dao if there is a special risk that products can harm people or other products if they are stored or handled in a particular way.

7.3 The customer is obliged to keep the products insured themselves.

#### *Pick and Pack as well as Other Special Tasks*

7.4 As far as picking and packing and other special tasks that dao is to perform for the customer are concerned, dao acts solely on the instructions from the customer.

#### *Distribution*

7.5 Distribution in connection with third-party logistics follows the other provisions in these general conditions.

## **8. Prices and billing**

8.1 dao's prices are listed in a separate price appendix.

8.2 If the customer's price depends on the product's weight, dao uses the weight measured by the 3D weight sorting machines, subtracting 5% due to measurement uncertainty.

8.3 In the event of changes or introduction of taxes and/or duties affecting dao's business, dao reserves the right to adjust its prices to the customer accordingly.

8.4 dao's payment terms are net 14 days

## **9. dao's liability for compensation**

dao's liability for compensation towards the customer is exhaustively regulated by sections 9.2 - 9.8. The provisions in these sections apply both to postal transport (refer to §14, subsection 2 of the regulation on postal transport and postal companies) and to the transport of non-postal items. dao does not

offer any form of compensation, indemnity, or remedy other than expressly stated in sections 9.2 - 9.8.

9.2 In the event of an accidental delay, loss, or damage of a product, dao offers the customer the distribution of a replacement product.

9.3 In case of delay, loss, or damage of a product as a result of dao's intentional or grossly negligent behavior, the customer may choose between the distribution of a replacement product or a credit of a proportional part of dao's distribution fee. The credit is calculated as a percentage and can never exceed 100%.

9.4 dao is not liable for:

a) lost profits, reprinting of products, lost market share, deprivation, indirect losses, consequential damages, loss of profit, or similar damages and losses;

b) damage and loss as a result of fire, theft, robbery, burglary, sorting errors, delivery errors, traffic accidents;

c) circumstances due to the customer's breach of the agreement;

d) losses that have arisen as a result of delivery obstacles outside dao's control or events defined as force majeure, as this term is commonly understood in Danish law.

9.5 dao's total liability for compensation towards the customer for each individual incident can at most amount to the fee for the specific distribution that was affected by the incident.

#### *Complaint and limitation*

9.6 dao's liability for compensation is conditional upon the customer complaining to dao without undue delay from the time the

customer has become aware of a liability-incurred condition and no later than 7 days after the distribution has taken place. Thus, the customer forfeits any claim – whether it would have been justified or not – if dao has not received a complaint within the specified complaint deadline.

9.7 Complaints must be made to dao via email in the agreed format or as a file through SALT-II (industry standard protocol).

9.8 In the case of damage to or shortage of products, legal action must be taken against dao Distribution Øst within 1 year from the delivery date.

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

## **10. Customer's violation and Liability for damages**

10.1 If errors or omissions due to circumstances for which the customer is responsible result in additional expenses or losses for dao, dao is entitled to charge the customer for such additional expenses and losses.

10.2 In the event of the customer's significant default, dao may withhold any products that dao has in its custody until the customer has paid any outstanding amounts; including any claim for compensation that dao has made against the customer. This assumes that the general conditions of Danish law regarding connexity and the right of retention are met.

10.3 Instead of withholding products, dao may choose to request the customer to collect their products within a specified deadline. To the extent that the customer does not comply with this request, dao may destroy the products at the customer's expense.

## **11. Termination**

11.1 If a party defaults on the agreement between the parties, without it being deemed a significant breach, and the defaulting party, despite a written warning, has not rectified the situation within a deadline of 14 days, this condition in itself is considered a significant breach. If a party significantly breaches its obligations under the agreement between the parties, the other party may terminate the agreement with immediate effect.

## **12. Subcontractors**

12.1 Each of the parties is entitled to make use of subcontractors.

12.2 However, a party is always responsible to the other party for the fulfillment of the agreement.

## **13. Assignment**

13.1 Neither of the parties is entitled to transfer its rights or obligations to a third party, unless prior and written consent has been obtained from the other party.

## **14. Personal data**

4.1 It is the customer's responsibility to ensure that dao does not receive data in violation of applicable legislation. Read more about how dao processes personal data in the privacy policy on our website [www.dao.as](http://www.dao.as).

## **15. Delivery Obstacles**

15.1 A delivery obstacle is beyond dao's control if this delivery obstacle arises from the customer's circumstances, including circumstances with the customer's suppliers or partners, or other circumstances external to dao.

Examples of external circumstances include labor disputes, accidents, natural disasters, terrorism, severe weather conditions, circumstances with subcontractors or third parties, events that, according to Danish law, are characterized as force majeure, lack of access conditions, and lack of mailbox/slot,

lack of access to the address. In this context, the customer is made aware that dao does not have access to mailboxes.

loss, including misdelivery, complete or partial loss of content, or damage, etc., of letters

## **16. Confidentiality**

16.1 The parties shall at all times keep confidential any information about the other party that they have obtained as a result of the cooperation.

16.2 The parties are not entitled to use or disclose information to a third party without written approval from the other party unless such disclosure is required by official order.

## **17. Governing Law and Jurisdiction**

17.1 The agreement between the parties is subject to the substantive laws of Denmark.

17.2 Any dispute between the parties shall be settled by the city court in either Kolding or Copenhagen, with appeals according to the general rules of the Administration of Justice Act.

17.3 If a party should be sued in another jurisdiction, the other party may always be summoned to this case, regardless of whether this occurs at a different jurisdiction than the Copenhagen City Court.

## **18. For International Mail, the Following Applies**

18.1 Shipments abroad are submitted separately from mail for distribution in Denmark.

18.2 On the submission form (dao18 and dao21), the field designated for it should be filled out with the number of letters to be sent abroad.

18.3 The delivery time is 4-12 days depending on the destination country.

18.4 No compensation of any kind is provided, nor in the form of price reductions, for delays,