

General Terms and Conditions of Delivery for Postal Services



POSTEN NORGE AS

VALID FROM 7 JULY 2020



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1. SCOPE AND APPLICATION

1.1 BACKGROUND

These General Terms and Conditions of Delivery of Posten Norge AS' ("Posten") are based on the Act relating to Postal Services ("Postal Services Act"), the Regulations relating to Postal Services ("Postal Services Regulations") and Posten's operating licence of 29. Juni 2020.

1.2 SCOPE

Posten's General Terms and Conditions of Delivery govern the distribution of registered and non-registered postal items in Norway and to/from other countries, including the provision of universal postal services as defined in Clause 2 and further regulated in Clause 3 of these General Terms and Conditions of Delivery, pursuant to Section 7 of the Postal Services Act and Posten's operating licence.

These General Terms and Conditions of Delivery also govern, to the extent applicable, other activities engaged in by Posten in relation to its role as postal service provider.

These General Terms and Conditions of Delivery also govern, to the extent applicable, activities engaged in by Posten's subsidiaries.

In addition to these General Terms and Conditions of Delivery, there may exist specifically agreed or generally published terms and conditions of service, price lists and other information materials, which may supplement these General Terms and Conditions of Delivery. Such supplementary documentation, including any specifically agreed written agreements, shall in case of conflict take precedence over these General Terms and Conditions of Delivery, to the extent that Posten finds that there is such conflict.

Posten is entitled to amend these General Terms and Conditions of Delivery. Such amendments will enter into effect at the time of their announcement, unless otherwise decided by Posten.

The provisions of the Universal Postal Convention shall apply, on a supplementary basis, to the distribution of postal items to/from other countries.

2. DEFINITIONS

Sender:

The natural person or legal entity specified as the sender on the postal item or, if no sender is thus specified, having submitted the postal item to Posten for delivery.

Undeliverable postal item:

Postal item that can be distributed neither to the recipient, nor to the sender, due to incorrect or incomplete address specification. A postal item is also undeliverable when neither the addressee, nor the sender, is willing to accept such item.

Mail collection box:

Unmanned physical device for the collection of non-registered postal items with prepaid postage for delivery via Posten's postal network.

Universal postal services:

Nationwide range of services falling within the scope of Posten's universal service obligation:

1. Distribution of addressed letter post up to 2 kg, newspapers and periodicals in subscription up to 2 kg and light cargo up to 20 kg
2. one collection of postal items at least five days a week
3. one delivery of postal items every other day, Monday to Friday, in a two-week cycle, to any legal business addresses or permanent year-round residence
4. distribution of registered and insured postal items up to 2 kg
5. domestic distribution of postal items to and from other countries, and
6. delivery, free of charge, of certain specified postal services for the blind, the visually impaired, prisoners of war and civil internees.

See Chapter 3, Universal postal services, for further details on the universal postal services.

Posten:

Posten Norge AS as a provider of postal services under the brand names Posten (for the private market in Norway) and Bring (for the business market in Norway and internationally).

Recipient/addressee:

The natural person or legal entity specified as the recipient on the postal item or, if no recipient is thus specified, otherwise specified by the sender as recipient of the postal item.

Postal network:

Posten's overall organisation, workforce, infrastructure and production equipment necessary for the distribution of postal items. The postal network also includes the network of permanent (post-in-shop and post office) and mobile (the rural postal service) service outlets, all of which provide universal postal services.

Postal item:

Addressed letter post up to 2 kg, newspapers and periodicals in subscription up to 2 kg and light cargo up to 20 kg, on which is specified the name and address of the recipient or other unambiguous identifier, including, but not limited to, address specification in accordance with a list.

Postal service:

Offer to the general public of regular collection, sorting, transport and delivery of postal items against consideration.

Registered postal item:

Postal item for which a receipt is issued upon collection and which is delivered against receipt.

Recorded delivery postal item:

Postal item for which a receipt is issued upon collection and which is delivered to the recipient upon the presentation of valid proof of identity or other unambiguous identifier and signature.

Terms and conditions of service:

These General Terms and Conditions of Delivery, specifically agreed terms and conditions or other generally available terms and conditions of service relating to Posten's services. These General Terms and Conditions of Delivery and other generally available terms and conditions of service are available on www.posten.no/en for individuals and www.bring.no/english for businesses, respectively.

Non-registered postal item:

Postal item for which no receipt is issued upon handing in and delivery.

Mail delivery box:

A physical device approved by Posten for the delivery of letters and parcels, acquired and erected by a recipient at a location approved by Posten.

3. UNIVERSAL POSTAL SERVICES

3.1 GENERAL PROVISIONS

Posten is the designated universal postal service provider on Norwegian land territory, including Svalbard. Posten provides universal postal services, as defined in Clause 2, on a nationwide basis. Other aspects of the universal postal services are regulated in the present Clause 3.

Posten offers geographically uniform postage for individual letter post items up to 50 g that fall within the scope of the universal service obligation.

Posten offers a cash-on-delivery service for domestic postal items up to 20 kg.

As a universal service provider, Posten offers the following services for the storage, forwarding and return of postal items:

1. storage of postal items for a period of up to three months
2. forwarding of postal items to a temporary address
3. forwarding of postal items for up to one year upon a permanent change of address and
4. return of postal items to the sender in the event of unknown addressee, or if the addressee does not want to receive the item.

3.2 SERVICES FOR THE BLIND, THE VISUALLY IMPAIRED, PRISONERS OF WAR AND CIVIL INTERNEES

Posten offers the following services, free of charge, on a nationwide basis:

1. Postal items for the blind and the visually impaired sent to or from an organisation for the blind or to or from a blind or visually impaired person, and including correspondence, literature in any format, including audio records, as well as equipment produced or adapted for alleviating the disability.
2. Addressed letter post up to 2 kg and light cargo up to 5 kg, or up to 10 kg if the contents cannot be split, addressed to or sent by prisoners of war or civil internees.

Consideration may be claimed from the sender to cover the additional cost of airfreight to other countries.

Further details concerning the scope of this arrangement are available via Posten's information channels, cf. Clause 12.

3.3 EXEMPTIONS FROM THE UNIVERSAL SERVICE OBLIGATION

Posten's universal service obligation is only applicable when the recipient has a known address with an adequately labelled mail delivery box, post office box or other arrangement approved by Posten for the receipt of postal items, and only when the correct postage has been paid for the postal item and such postal item has been correctly addressed to the recipient.

The universal service obligation under Section 7 of the Postal Services Act shall not apply on public holidays.

The universal service obligation shall be temporarily suspended under extraordinary circumstances that prevent the provision of ordinary postal services or make these unreasonably expensive.

4. REQUIREMENTS APPLICABLE TO POSTAL ITEMS

4.1 GENERAL REQUIREMENTS APPLICABLE TO POSTAL ITEMS

Postal items to be distributed by Posten must be adequately packaged. Packaging guidance and requirements are available via Posten's information channels, cf. Clause 12. Posten may refuse to distribute postal items that are not suitable for distribution because of their contents, packaging or for other reasons.

The sender is responsible for correctly and clearly specifying the name and mailing address of the addressee on the postal item and appurtenant documents. Information on postal codes and correct address specification is available via Posten's information channels, cf. Clause 12.

Postal items must not cause injury to any person or damage to any other postal items or objects. The sender may be held liable for any injury or damage thus incurred.

4.2 INSURED POSTAL ITEMS

Posten offers to distribute insured postal items, subject to the limitations laid down in Section 18 of the Postal Services Regulations.

Cash, banker's cards, cheques and anything else that may be directly used to realise a sum of money must be sent via the service for insured postal items. Additional information on the service for insured postal items is available via Posten's information channels, cf. Clause 12.

4.3 PROHIBITED CONTENTS AND HAZARDOUS GOODS

Posten may, itself or with the assistance of competent personnel, check and if necessary open a postal item if it is suspected that such postal item includes prohibited materials or is itself hazardous to send. The same shall apply if it is suspected that the postal item has not been adequately packaged and may for that reason damage the postal network or other postal items.

Posten may abort the distribution of postal items as referred to in the previous paragraph. Posten shall notify the sender if the postal item has been opened or if distribution is aborted, provided that the name and address of the sender is known. If the name and address of the sender is not known, the recipient shall be notified that the postal item has been opened, or that distribution has been aborted.

Posten may destruct a postal item deemed hazardous to send, but shall prior to destruction inform the sender thereof, if possible.

Examples of contents that it would be prohibited to send domestically and internationally:

1. explosives and inflammables, as well as other hazardous goods
2. imitations of grenades, mines, explosive devices, smoke bombs, etc.

3. postal items whose contents are unlawful in the country of dispatch or delivery and
4. postal items that may by their contents or through inadequate packaging expose the personnel of the provider or the general public to danger, or that may damage other postal items or the postal network.

Further information on contents that are prohibited for dispatch by way of each specific service, in addition to the abovementioned, is available via Posten's information channels, cf. Clause 12.

Live animals shall not be sent as postal items, with the exceptions laid down in Section 5 of the Postal Services Regulations.

Any exemption from the abovementioned prohibitions shall be agreed with Posten in writing. The postal item must in any event be sent in an adequate manner.

4.4 SIZE AND WEIGHT

Postal items must comply with applicable size and weight limits. Information can be found in the terms and conditions of service and the price lists for the respective services, available via Posten's information channels, cf. Clause 12.

4.5 CUSTOMS CLEARANCE

If a postal item is a subject to customs clearance, the sender shall be obliged to provide Posten with such information as will be required by the customs authorities.

The recipient of such a postal item consents to customs clearance being arranged by Posten for the account of the recipient. The recipient shall in connection therewith provide all relevant information enabling Posten to arrange such customs clearance.

Information on customs clearance is available via Posten's information channels, cf. Clause 12.

4.6 ADDRESS REGISTER

Posten, as a universal postal service provider, manages and operates a national address register. Posten shall be notified of any relocation and other address details to ensure the continual updating of the address register. Additional information on change of address is available via Posten's information channels, cf. Clause 12.

Recipients may, free of charge, block the disclosure of their address details to the general public.

In order for recipients to be able to receive postal items, they need to be registered in Posten's address register and ensure that the mail delivery box is adequately labelled.

4.7 INCORRECTLY ADDRESSED POSTAL ITEM

Posten shall seek to deliver an incorrectly addressed postal item to the addressee. If the postal item cannot be distributed to the addressee, it shall be returned to the sender.

4.8 UNDELIVERABLE POSTAL ITEM

Posten has an approved system for the proper handling of undeliverable postal items, and may open undeliverable postal items for purposes of identifying the sender or the recipient.

Posten will keep undeliverable postal items for the following periods:

1. non-registered, undeliverable postal items for no less than six months; and
2. registered, undeliverable postal items for no less than twelve months.

Posten may sell undeliverable postal items after the expiry of the time limits specified above. The net proceeds from such sale shall be paid to anyone reporting within one year of said sale and documenting an entitlement to such amount.

Postal items that, in the assessment of Posten, have no sales value, or should not be offered for sale for other reasons, may be destructed after the expiry of the time limits specified above.

4.9 RETURN AND RECALL OF POSTAL ITEMS

Postal items with unknown addressee, or which the addressee does not want to accept, shall if possible be returned to the sender.

The sender has the right to issue instructions in relation to the postal item until it has been delivered to the recipient. The sender may in relation to most postal items, provided that the item is question has not been delivered to the addressee, and further provided that it is not unreasonably burdensome for Posten, issue instructions for such postal item to be:

1. stopped
2. redirected or
3. returned (recalled)

Posten may claim reimbursement of any costs directly incurred in connection with the exercise of such right to issue instructions.

The name of the addressee cannot be changed during distribution.

5. PRICE AND PAYMENT

Prices, discounts and related terms and conditions are specified in the price list for each service, which is available via Posten's information channels, cf. Clause 12.

Posten is entitled to change the prices.

The sender is responsible for ensuring that the correct postage has been paid for the postal item, and that payment is made in accordance with the price lists applicable at any given time.

Posten's general terms and conditions of payment shall apply to any senders to whom credit is granted, cf. Clause 12 on Posten's information channels.

The sender shall pay any postage shortfall and surcharge if the postage paid for the postal item is insufficient. If the sender is unknown, any postage shortfall and surcharge shall be collected from the addressee.

If a postal item that has been already correctly delivered is collected for new distribution, new postage shall be paid in respect thereof.

6. COLLECTION OF POSTAL ITEMS

Posten offers good accessibility for the collection of postal items, via mail collection boxes, permanent service outlets, as well as other selected postal network operating units. Individual items may also be dispatched via rural postmen. Posten also offers contractual collection services for postal items.

For postal items that fall within the scope of the universal service obligation, Posten makes at least one collection per day, every Monday to Friday (Business day) normally five days a week.

The exception is pick-up in mail collection boxes that are located in the postal routes (emptied every other working day). Deadlines for delivery are specified where postal items can be handed-in.

The terms and conditions governing each service stipulate any special requirements with regard to collection procedures and preparations that must be complied with by the sender prior to dispatch of any items via Posten.

7. DISTRIBUTION

The delivery time depends on the place of collection, the place of delivery and the service level selected and paid for by the sender. The delivery time is premised on compliance with the collection deadlines, cf. Clause 6.

Additional information on delivery times for each service is available via Posten's information channels, cf. Clause 12 on Posten's information channels.

8. DELIVERY

Postal items that fall within the scope of the universal service obligation are distributed every other business day, normally Monday – Friday, in a two-weeks cycle. More

information about which days of the week the mail is delivered can be found in Postens information channels or by contacting Postens Customer Service. Mail is delivered to Post Office Boxes every business day (Monday – Friday).

Recipients of postal items are responsible for the setup, maintenance, as well as appropriate labelling of their own mailbox. In the absence of a mailbox, an inadequately labelled mailbox or in case the recipient has no known mailing address, Posten's universal service obligation shall lapse and the postal item may be returned to the sender.

More information on guidelines for the positioning and labelling of mailboxes can be found in Section 19 of the Postal Services Act and Sections 11 – 14 of the Postal Services Regulations, as well as via Posten's information channels, cf. Clause 12.

Registered postal items and other postal items that cannot be deposited in a mail box or post office box due to their shape and/or weight, must normally be collected from the recipient's permanent local service outlet. A collection slip will in such case be delivered to the recipient. If such postal item is not collected, it will be returned to the sender upon the expiry of the collection deadline specified in the collection slip.

Registered postal items for recipients covered by our rural postal service will have access to home delivery at the recipient's permanent address. The recipient may choose the day of delivery. Deliveries can be booked online at posten.no/landpostbud, or at Posten and Bring Customer Service, telephone 22 03 00 00 (Private customers) or 04045 (Businesses).

The addressee may be required to present valid proof of identity upon the delivery of a registered postal item. If any other than the addressee are collecting the registered postal item, the person shall present a satisfactory dated power of attorney and proof of identity displaying the signature of the addressee. Certain types of postal items are only released upon the addressee taking delivery in person.

Delivery may be restricted to fewer days per week in the event of extraordinary circumstances or special geographical conditions. In the event of extraordinary circumstances that make delivery impossible or unreasonably expensive, Posten may suspend delivery for the duration of such extraordinary circumstances.

9. DAMAGES FOR LOSS, DAMAGE AND DELAY

Posten's responsibility for a postal item begins upon such item being delivered to Posten. Posten's responsibility for a postal item ends upon such item being:

1. Delivered to the addressee
2. Placed at the disposal of the addressee at an address specified by the addressee
or

3. Returned and delivered to the sender, provided that delivery pursuant to Points 1 and 2 cannot be effected.

Posten's liability for damages is exhaustively governed by Sections 28 and 29 of the Postal Services Act, Section 9 of the Postal Services Regulations and these General Terms and Conditions of Delivery. No damages can be claimed on any other basis than the said provisions of the Postal Services Act and the Postal Services Regulations.

Posten has no liability for damages in respect of non-registered postal items.

9.1 DAMAGES IN RESPECT OF REGISTERED POSTAL ITEMS

The liability of Posten for damages in respect of registered postal items is governed by Section 28 of the Postal Services Act.

Posten shall be liable for damages in respect of registered postal items that are damaged or lost during the period between collection and delivery.

If a registered postal item is delayed, Posten shall only be liable for damages if specific consideration has been paid to ensure quick delivery of such postal item, or to ensure that it is delivered at a specifically agreed time or within a specifically agreed time period. The liability for damages is limited by Section 29 of the Postal Services Act and Section 9 of the Postal Services Regulations, cf. Clause 9.2 below. The standard service for registered postal items includes no such specific consideration, and therefore does not qualify for damages.

If a postal item to or from other countries is damaged, lost or delayed whilst in the custody of Posten, damages shall be paid at the same rate as in respect of domestic Norwegian postal items if this would give rise to higher damages than under the provisions governing international postal items.

Any claim for damages shall be submitted without undue delay.

Any claim for damages shall be extinguished by prescription after one year, calculated from the day after the postal item was handed over to Posten.

9.2 LIMITATION OF LIABILITY

The liability of Posten for damages is subject to the limitations laid down in Sections 28 and 29 of the Postal Services Act, as well as Section 9 of the Postal Services Regulations.

It follows from Section 28 of the Postal Services Act, cf. Clause 9.1 above, that Posten shall not be liable for damages in respect of any loss, damage or delay caused by:

1. errors or omissions on the part of the injured party
2. the condition of the postal item
3. inadequate packaging or
4. circumstances and consequences that could not be avoided or averted by Posten.

If any loss, damage or delay is caused by a third party used by Posten, in full or in part, to distribute the postal item, Posten shall only be exempt from liability if such third party would also be exempt from liability under Items 1-4 above.

Posten shall pay damages pursuant to Section 28 of the Postal Services Act in the event of loss or damage, in an amount not exceeding the economic value of the registered postal item. Proportional damages shall be paid in the event of partial loss or damage. The amount of damages in the event of complete loss or damage, or partial loss or damage, shall not exceed:

1. Insured postal item: The insurance value of the item (i.e. the specified value of the item), maximum NOK 40,000.
2. Registered postal item weighing up to 2 kg: NOK 1,000.
3. Registered postal item weighing from 2 to 20 kg: NOK 10,000.
4. Light cargo (parcel) up to 20 kg to or from other countries: SDR (special drawing rights) 40 per postal item, plus SDR 4.50 per kg

Posten shall also reimburse the cost of postage in the event of loss or damage that gives rise to such liability for damages.

In the event of delay, Posten shall reimburse the cost of postage if specific consideration has been paid to ensure quick delivery of the postal item, or to ensure that it is delivered at a specifically agreed time or within a specifically agreed time period. In the event of material delay, the postal item shall be deemed to have been lost, and Posten shall pay damages in an amount reflecting the economic value of the postal item in conformity with the fourth paragraph of the present clause, cf. Section 9, Sub-section 1, of the Postal Services Regulations. If the postal item is subsequently located, any damages paid by Posten shall be repaid to Posten.

Posten shall not be liable for any consequential loss.

Posten shall not be liable for damages in respect of loss incurred if the sender has sent cash, banker's cards, cheques or anything else that may be directly used to realise a sum of money, otherwise than as an insured postal item, cf. Clause 4.2.

9.3 METHOD OF CALCULATING DAMAGES

Within the applicable maximum limits, cf. Clause 9.2, damages are calculated on the basis of the actual value (sales value) of the contents at the place and time of handing over the relevant postal item to Posten.

9.4 PARTY TO WHOM ANY DAMAGES SHALL BE PAID

Any damages shall be paid to the Sender. If a postal item has been received by the addressee, or the sender has waived any damages for the benefit of the addressee, such damages shall be paid to the addressee.

9.5 LIABILITY FOR DAMAGES IN RELATION TO OTHER ACTIVITIES

In relation to other activities engaged in by Posten in connection with its role as postal service provider, Posten shall only be liable for damages if the relevant damage, loss or delay is caused by gross negligence on the part of Posten.

Damages shall under any circumstances be limited to the direct economic loss of the injured party, and shall not exceed the consideration paid for the service in question.

The remainder of these General Terms and Conditions of Delivery, including the limitations of liability in the present Clause 9, shall apply to such activities.

10. COMPLAINTS PROCEDURE

Any customer wishing to file a complaint with regard to Posten's performance of a postal service may contact Posten and Bring Customer Services or the nearest service outlet, cf. Clause 12 on Posten's information channels.

Contact details for the electronic filing of customer complaints are available via Posten's information channels, cf. Clause 12.

Complaints may also be sent by letter to Posten Norge AS, PO box 1883, 4686 Kristiansand.

Posten's complaints handling adheres to procedures complying with the requirements in European standard EN 14012 on complaints handling in relation to postal services. Posten will specify reasons for its decisions on any complaints. First-time complaints are normally decided on within 14 business days. The customer shall be notified if it takes longer than this to decide on any complaint.

If a complaint is rejected, the complainant may, in disputes falling within the scope of Section 41 of the Postal Services Act, file an administrative appeal with the Norwegian Communications Authority (Nkom). Disputes falling under the Postal Services Act § 40 shall in future be brought before the Consumer Complaints Board for postal services. Until such a committee is established, this type of complaints are processed by the Consumer Council. See link to Nkoms website <https://www.nkom.no/english>

11. VENUE

The agreed venue is the Oslo District Court.

12. INFORMATION; POSTEN, THE GENERAL TERMS AND CONDITIONS OF DELIVERY, ETC.

More information about Posten and the General Terms and Conditions of Delivery, as well as about universal services, price lists and respective terms and conditions of service, is available at:

- www.posten.no/en (private customers)
- www.bring.no/english (businesses)
- Posten and Bring Customer Services
 - Telephone number for private customers (Posten): 22 03 00 00
 - Telephone number for businesses (Bring): 04045
- Your nearest permanent service outlet (post-in-shop, post office or business centre)

In addition, rural postmen will be able to provide information.

Posten's general contact details:

Company name: Posten Norge AS

Mailing address: P.O. Box 1500 Sentrum, 0001 OSLO

Telephone number: + 47 23 14 90 00

Web address: www.postennorge.no/en