Homerunner

General Terms and Conditions

Parcel and Logistic Services

Businesses

2024.10.03

HOMERUNNER®

1. INTRODUCTION

1.1 These general terms and conditions (the "General Terms and Conditions") apply to all logistics services including all sorting, transportation and/or distribution services provided by Homerunner ApS, Østerågade 27, 9000 Aalborg, Denmark.

1.2 In addition to these General Terms and Conditions, the “General Conditions of the Nordic Association of Freight Forwarders 2015” (NSAB 2015) apply with the exception of paragraph 1, 1st sentence. In the event of any discrepancy between these General Terms and Conditions and the NSAB 2015, these General Terms and Conditions shall prevail.

1.3 When creating an account on the Homerunner Platform, the Customer accepts these General Terms and Conditions.

2. LIABILITY AND COMPENSATION

2.1 Basis of liability.
Homerunner is liable to pay compensation as set out in NSAB 2015 subject to any additions and limitations provided for in these General Terms and Conditions.

2.2 Deadlines for complaints.
Complaints about damage to or loss of goods must be submitted in writing to Homerunner by the claim module at www.Homerunner.com. Complaints about damage to goods or missing content in the package must be submitted as soon as possible and no later than on the Danish banking day before expiry of the time limit stipulated by the relevant carrier, however not later than 24 hours if visible damage is present at the packaging and otherwise no later than 4 days after delivery of the goods. We therefore recommend that the goods are inspected upon receipt to establish if they have been damaged. Complaints about loss of goods must be submitted in writing no later than on the Danish banking day before expiry of the time limit stipulated by the relevant carrier, however not later than 10 days after the expected latest time of delivery based on the information provided by Homerunner at the time of purchase of the transport service.

2.3 Required documentation.
Complaints of damaged goods must include the following information: package/shipping number, description of the damaged goods, description of the damage, documentation of the price paid by Customer for the damaged goods. Furthermore, pictures of the package's inner and outer packaging (with label) and the damaged goods must be included. Homerunner may request that the damaged goods be sent to Homerunner or to the carrier for inspection as a condition for paying compensation. Complaints regarding loss of goods must include the following information: package/shipping number and documentation of the price of the goods paid by Customer.

2.4 Loss of goods.
If the goods have not arrived at the destination within 30 days of the latest expected time of delivery as stated by Homerunner, the goods will be deemed lost. If, before expiry of the period stated, Homerunner can substantiate that the goods are in good condition and can be delivered within a reasonable time, the goods will not be deemed lost. If the goods are found in good condition and can be delivered after being declared lost and after payment of compensation, such delivery will be subject to repayment of the compensation to Homerunner. If the conditions described in this paragraph are not fulfilled, the goods will not be deemed lost, but only delayed. Homerunner is not liable for delays.

2.5 Compensation limits.
Different compensation limits for damage to or loss of goods may apply depending on which carrier is used. The compensation limits that apply to the goods in a specific case, are the limits that apply to the carrier who assumes liability for the damage to or the loss of goods. If no carrier assumes liability and Homerunner is found to be liable for the damage to or the loss of goods, the compensation limit according to NSAB 2015 applies. Please note that, according to NSAB 2015, compensation for loss and damage is calculated according to the weight of the goods, and that liability is limited to SDR 8.33 per kg.

2.6 Take out insurance.
If the value of the goods exceeds the carrier’s compensation limit, Homerunner strongly recommend that the Customer takes out insurance. Otherwise, the Customer will not be compensated for any loss in excess of the carrier's limit.

2.7 Calculation of compensation.
Compensation for damage to or loss of a package is calculated on the basis of the Customer's documented purchase price. Unless the package is completely destroyed, only the pro rata decrease in value will be compensated. Ownership of the goods will pass to Homerunner if the full value is compensated.

2.8 Non-indemnifiable losses. The following losses will not be compensated:

a) Losses due to delay.

b) Losses attributable to the Customer or a third party, including, but not limited to:

i. inadequate/defective packaging;

ii. incorrect/insufficient address, labelling or marking;

iii. handling of the goods before in the hands of Homerunner;

iv. the nature of the goods, for instance the fact that the goods are fragile, potentially leaking, self-combustible, perishable, sensitive to cold/heat/moisture etc., or otherwise easy to damage;

v. errors and omissions of any kind which may have contributed, wholly or partly, to the loss.

c) Non-economic losses.

d) Cosmetic damage not affecting the usefulness of the goods and damage to the outer or inner packaging of the goods (whether or not the value of the goods is impaired as a result of damage to the original packaging/boxing).

e) Losses related to remittance of money, documents (including passports, visas, tickets and gift cards), securities, as well as contents that may not be sent according to paragraph 6.1.

f) Losses due to force majeure or other circumstances which are beyond Homerunner's or its subcontractors' reasonable control or which could not have been avoided by reasonable means are excluded from liability. COVID-19, industrial conflict, and lack of sub-contractor availability are examples of events that do not give rise to liability. Also, snow, ice, and other circumstances at the place of delivery that make transportation or final delivery difficult or risky exempt liability. Any dispute as to whether any of the circumstances described above exist shall be decided by Homerunner.

g) Any indirect or consequential loss, loss of profit, operating loss, loss of market shares, or other losses whatsoever other than the eligible losses specifically mentioned above.

2.9 Proof of shipment and delivery.
The Customer must prove that a lost package has been delivered to the carrier for transport. Generating or printing a label is not sufficient proof. Package scans will typically constitute sufficient proof.

Where packages are delivered without personal contact with the recipient, the carrier's delivery scan, photo of the goods at the place of delivery, or delivery declaration will constitute proof of delivery.

2.10 Customer's liability.
The Customer must compensate any direct or indirect loss incurred by Homerunner and/or Homerunner's business partners, including carriers, as a result of breach of these General Terms and Conditions or breach of the rules governing a shipment for the Customer and must indemnify Homerunner from and against any claims made by carriers under paragraph 26 of the NSAB.

2.11 Customer numbers with carriers.
If the Customer is assigned a customer number with one or more carriers, it is the Customers responsibility to ensure that customer numbers are not misused or used inappropriately by mistake. This applies, among other things, if the Customer has given access to the booking of transport on the Customers customer number to its suppliers and the Customers suppliers then make bookings. The Customer is therefore liable for any charge Homerunner receives for transport booked on the Customers customer number.

3. DELIVERY OF THE GOODS

3.1 If the goods are to be delivered at the recipient's address, it differs from carrier to carrier whether the goods are handed over to the recipient in person, or whether the goods are placed at the recipient's address. The goods may be handed over to the recipient or another individual at the stated address or at a neighbouring address or to a representative or employee of the recipient. Where the goods are to be placed at the recipient's address, they may be placed in the recipient's stairway, at the front door, in the carport/shed or at any similar place that is part of the recipient's address. Any costs of returning the goods incurred as a result of the recipient's change of address or other circumstances that prevent delivery, including any additional costs according to the carrier's terms and conditions, are payable by the Customer.

3.2 If a package is to be delivered to a parcel shop or parcel box or in any similar manner, the package will be handed over at the selected location subject to presentation of proper identification or presentation of the code received. In some cases, the goods must be picked up in another parcel shop than the one chosen. If the other parcel shop is located within a reasonable distance, the recipient must accept this and will not be entitled to compensation. The goods must be picked up within the time stipulated; otherwise, the goods will be returned to the Customer. The costs of return, including any additional costs according to the carrier's terms and conditions, are payable by the Customer.

3.3 The above procedures for delivery of packages apply as a general rule but may be departed from in the terms and conditions of the carrier who carries out the transport, in which case the delivery procedure will be subject to the carrier's terms and conditions.

3.4 If the goods are not delivered personally but are left at the place of delivery, the Customer accepts, on behalf of the recipient, that the carrier may take a photo of the goods and its surroundings at the place of delivery as proof of delivery. Thus, some of the recipient's private property and the names of the Customer and the recipient may also be visible on the photo of the goods.

3.5 Undeliverable goods which cannot reasonably be delivered to the recipient or returned to the shipper will be disposed of after 90 days. No compensation will be paid as a result of such disposal.

3.6 The carrier of the goods may charge extraordinary fees for deliveries to islands and other remote locations. Such fees shall be covered by the Customer. Information on such fees can be obtained from the selected carriers.

4. DIMENSIONS AND WEIGHT OF THE GOODS

4.1 Package size and weight limits vary from carrier to carrier. It is your responsibility as a Customer to observe these limits. Acceptance of the goods for transportation is not to be deemed an acceptance of any non-compliance with the limits. If the goods exceed the maximum size or weight, Homerunner may refuse transportation at any stage in the distribution process. In that case, the shipper will be notified within

reasonable time and will be asked to pick up the goods at the place stated by Homerunner, which may differ from the place where the goods were handed in. Homerunner may also opt to proceed with the delivery of the goods to the recipient or return the goods to the shipper and charge a fee covering the associated costs. The shipping costs initially paid will not be refunded.

4.2 The transport service purchased must match the size and weight of the goods. If the transport service purchased is insufficient having regard to the size and weight of the goods, Homerunner may claim payment by the Customer of the differential and charge a fee covering the associated costs which may include over-size fees charged by the carrier in question.

5. PACKAGING OF THE GOODS

5.1 Adequate packaging of the goods is the Customer's responsibility. Neither Homerunner nor the carrier is required to check the adequacy of the packaging. The goods must be able to withstand pressure, shocks, vibrations and a fall of at least 1 meter onto a hard surface without being damaged. Fragile objects and technical/electronic objects must be packed in a solid box capable of withstanding shocks, and the inner packaging must be shock-absorbent and tight-fitting, so that the object is fixed in foam, flamingo or similar material cut precisely to the shape of the object, or alternatively that cavities in the goods are tightly filled with foam polystyrene balls or chips. The objects in the package must not be able to move and rub or bump against the packaging or against other objects in the package that form part of the goods. The packaging must also comply with legal requirements and be secure, so that the goods can be handled without risks of causing damage to other packages or persons handling the goods.

5.2 If the goods contain items with liquid contents, the item must be packed in a solid box with an inner shock-absorbing and leakproof material and in an inner packaging that prevents leakage if the container is broken.

5.3 The goods must be packed so as to withstand sorting in a sorting plant, where arrow marks or other glass and precautionary markings are not registered. Such markings cannot generally be taken into account, and therefore no compensation will be paid for any damage resulting from failure to observe markings.

6. RULES GOVERNING THE CONTENT AND VALUE OF THE GOODS

6.1 For safety, regulatory and other reasons, the following restrictions and rules apply to the nature of the goods that may be sent by the Customer:

a) In the absence of separate agreement, the total value the goods may not exceed DKK 10,000 and the value of valuables (including but not limited to jewellery, watches, precious metals, pearls, gems, gift cards, tickets, works of art, mobile phones, tablets, antiques, collectibles, etc.) in any one package may not exceed DKK 4,000.

b) The goods may not contain any of the following:

i. Cash or credit cards.

ii. Prohibited items such as certain intoxicants and counterfeit products, or goods that are subject to import/export bans or other sanctions.

iii. Medicine and taxable/dutiable products, including tobacco products, snuff, and alcohol, hereunder beer and wine.

iv. Perishable goods such as food and plants.

v. Animals alive and dead.

vi. Temperature sensitive goods.

vii. "Hazardous goods" as defined in the transport legislation and other hazardous contents, including pressurized containers, chemicals, lithium cells/batteries, ammunition, explosives, fireworks and other substances or materials that may pose a danger to people, animals, and the environment.

viii. Weapons, weapon parts, imitation weapons, soft guns and knives requiring a license.

ix. Objects that may expose sorting and transport staff or other persons handling the goods to risks or harm.

6.2 The Customer guarantees compliance with the rules and regulations governing declaration, labelling, packaging, and contents of the goods.

6.3 A package may be opened at any time at the request of Homerunner or relevant authorities to check if it complies with these General Terms and Conditions and applicable rules and regulations.

6.4 Freight labels attached to the packages must measure 192x102 mm.

7. CUSTOMS CLEARANCE

7.1 In connection with cross-border shipments requiring customs clearance, the Customer is responsible for ensuring proper customs clearance. The Customer is liable for and must pay any claim for customs duties, taxes and other charges related to customs clearance (“Customs Duty”). Homerunner will not pay any Customs Duty as disbursements unless otherwise agreed and in such case the Customer shall cover disbursements on demand. The Customer shall indemnify Homerunner from and against any costs and claims related to customs clearance of the Customer's shipments and their processing by authorities, carriers and other third parties.

7.2 The Customer must ensure that Homerunner receives all information necessary for customs clearance purposes if such information is to be reported by Homerunner. The information must be accurate, complete and timely. Homerunner will not verify

the information. Homerunner is in no circumstances liable for services provided by Homerunner for customs clearance purposes, including through the generation of combined invoices, reports, etc.

7.3 Customs clearance may cause delays or other inconvenience to the Customer or the recipient, and Homerunner assumes no liability in this respect.

8. NON-PAYMENT

8.1 Homerunner has a right of retention and lien on the goods in Homerunner's custody in respect of all amounts owed by the Customer to Homerunner, whether relating to services, including sorting and shipping of the goods, or otherwise.

8.2 In the event of late payment, 2% interest will be charged per month or part of a month from the due date. Homerunner will also charge a reminder fee of DKK 150.

8.3 If a payment is delayed Homerunner has the right to suspend the delivery of any service with immediate effect.

9. PRICE ADJUSTMENTS

9.1 Homerunner is entitled to increase the agreed prices with immediate written notice to reflect any increase in the prices charged by those of Homerunner's subcontractors who are relevant for delivery of the services to the Customer and to compensate for any changes in direct or indirect taxes or VAT. In case of exchange rate fluctuations between the currency Homerunner is purchasing the services in and the currency invoiced to the Customer, Homerunner is entitled to increase the price of the services with immediate written notice to reflect the exchange rate fluctuation holding Homerunner harmless hereof. Finally, Homerunner may increase prices for any reason with 60 days' written notice in which case the Customer may terminate the Agreement with 30 days' written notice from having received notice of the price increase

10. PROCESSING OF PERSONAL DATA

10.1 When using Homerunner's services on websites and in apps and in order to send or receive goods, the Customer must provide Homerunner with certain personal data. In some situations, the information will be disclosed to Homerunner's sub-contractors, i.a. to facilitate transportation of the goods. Further details are available at: https://homerunner.com/privacy-policy

11. SOFTWARE AND IT

11.1 Where Homerunner makes software and IT platforms available to the Customer by integration or otherwise, Homerunner only grants a right of use which may be revoked without notice unless otherwise agreed. Homerunner retains all rights, including all intellectual property rights. Homerunner shall not be liable for any loss resulting from the use of software and IT-platforms or from providing It-services of any other kind (such as consultancy or assistance in word or deed related to integrations or other) hereunder from errors or defects, interruptions, breakdowns, computer viruses, malware, or similar circumstances. By using Homerunner's software and IT platforms, the Customer agrees to the "Homerunner Platform Terms of Service" in the version applicable at the time of use: https://homerunner.com/terms-of-service/.

12. CHOICE OF LAW AND JURISDICTION

12.1 The Parties relationship is in all respects governed by Danish law.

12.2 Any dispute arising between the parties which cannot be resolved amicably is to be settled by the Court of Aalborg as the court of first instance.

13. CHANGES

13.1 Any amendments to the General Terms and Conditions may be made unilaterally by Homerunner in its sole discretion at any time. Amended versions of the General Terms and Conditions shall be deemed accepted by the Customer's accept hereof when logging onto its customer-account. Any representative/employee of the Customer whom the Customer has given access to the account shall be deemed authorized to accept the General Terms and Conditions and amendments on behalf of the Customer.