

Special Terms and Conditions

Print & Enclosing

PostNord Strålfors A/S' ("PostNord Strålfors") Special Terms and Conditions for Print & Enclosing apply to the customer (the "Customer").

The **Print & Enclosing** service refers to production of physical mail items and printed material submitted by the Customer in electronic form (hybrid mail) and a number of possible supplements, described in detail below (the "Service").

The Service is provided pursuant to these Special Terms and Conditions as well as the provisions of the specific Customer Assignment ("Customer Assignment").

Unless otherwise stated in these Special Terms and Conditions or separately agreed with PostNord Strålfors, the PostNord Strålfors A/S's General Terms and Conditions applicable from time to time shall apply.

Definitions

Agreement: The agreement which refers to these Special Terms and Conditions applicable from time to time, PostNord Strålfors General Terms and Conditions (PNSGTC), as well as the appendices included therein and other contract documents.

Business day: Any day from Monday-Friday which is not a public holiday with the exception of such days which are customarily full or partial days off in the country where the Service is provided.

Customer Assignment: Appendix to the Agreement which defines PostNord Strålfors' assignment and specifies the Customer's undertakings.

Instructions Colour: A document, issued by PostNord Strålfors and which may be unilaterally updated and changed by PostNord Strålfors, with instructions to the Customer in respect of the Service. The version of Instructions Colour applicable from time to time is available according to section 11.

Instructions Inserts: A document, issued by PostNord Strålfors and which may be unilaterally updated and changed by PostNord Strålfors, with instructions to the Customer in respect of the Service. The version of Instructions Inserts applicable from time to time is available according to section 11.

Postal Operator: The Postal Operator refers to one of the following postal distributors, dao Distribution Øst A/S (mail, parcels, etc) or PostNord A/S (parcels), which is responsible for the delivery of physical items to the recipients. If the Customer wishes to use a mail distributor other than the Postal Operator, this must be agreed in writing between PostNord Strålfors and the Customer.

Production Documentation: The Customer's material in physical or electronic form which constitutes the applicable edition and basis for provision of the Service.

Production Plan: A plan, one per Customer Assignment, which constitutes the basis for PostNord Strålfors' production and which the Customer must submit to PostNord Strålfors in

accordance with section 5.1 and PostNord Strålfors' instructions.

PNSGTC: PostNord Strålfors' General Terms and Conditions, applicable from time to time, available according to section 11.

1 Scope of the Service

The Service consists of the basic service as stated below, and a number of options. The detailed scope of the content of the Service is set forth in the Customer Assignment.

1.1 Basic service

PostNord Strålfors handles the incoming datafiles and takes care of printing, enveloping, postage and sorting, as well as transport, delivery and preparation (BLK18) of the shipments to the Postal Operator.

PostNord Strålfors handles the franking of the printed and enveloped letters with dao PP printing before handing over to the Postal Operator.

The Customer choose print (b/w, colour, simplex, duplex), envelopes, printing and enveloping or poly wrapping of appendices and various data management services.

2 Options

The Customer can choose to be connected to one or more of the options stated below. The connected service is set forth in the Customer Assignment. The prices for the options are set forth in PostNord Strålfors' price appendix applicable from time to time.

2.1 Postage optimisation

2.1.1 Co-sending

"Co-sending" (i.e. simultaneous mailing) means that the Customer's Production Documentation is aggregated before printing and enveloping letters, which creates larger volumes to distributors.

The Customer Assignment shall state which assignments are to be co-sent and how co-sending is to take place.

2.1.2 Co-sorting

Co-sorting (i.e. joint enveloping) means that several documents to the same address are placed in a single envelope when printing out and enveloping letters. Co-sorting can only be performed for assignments which have the same type of paper, envelope, delivery and co-sorting key as well as for Production Documentation which is received on the same day or during the period stated in the Customer Assignment.

The Customer Assignment states which assignments are to be co-sorted.

2.2 Electronic (or other) notification

"Electronic or other notification" means that Strålfors, on behalf of the Customer and as instructed by the Customer, provides notification of mail items in accordance with the Postal Operators terms and conditions and PNSGTC. The Customer's choice of Postal Operator and the Postal Operator's terms and conditions pursuant to the foregoing must be stated in the Customer Assignment.

2.3 SRM (Strålfors Reliable Mailing)

“SRM” means a function which increases security in the enveloping. The function means that each individual printed and enveloped mail item is checked using optical scanning against information regarding the relevant mail item in the Customer’s database, so that defective mail items can be sorted out and reprinted.

All types of envelopes can, at predefined coordinates, have a SRM-code on the reverse side of the envelope, which will be checked using optical scanning, to ensure that the correct envelope is used to the right assignment. SRM-code on envelopes can only be used in conjunction with SRM-code from the address database.

3 Supplemental services

The Customer can obtain supplemental services following separate written agreement. The price of the supplemental services is set forth in PostNord Strålfors’ price list applicable from time to time.

4 PostNord Strålfors’ undertakings

PostNord Strålfors shall provide the Service as described in detail in the Customer Assignment in accordance with these Special Terms and Conditions and PNSGTC.

4.1 Production Documentation

Following termination of the Agreement or when the Service is completed pursuant to the Agreement, PostNord Strålfors shall return or destroy the Production Documentation, in accordance with the Customer’s instructions.

4.2 Connection

PostNord Strålfors connects the Customer in the manner set forth in the Customer Assignment, including any appendices.

If PostNord Strålfors finds that necessary information from the Customer for connection is missing, or that the Customer has not taken necessary measures for connection, PostNord Strålfors shall be entitled to suspend connection until the necessary information is provided or necessary measures are taken.

PostNord Strålfors shall be entitled to charge a separate fee for reasonable time expended in conjunction with connection of a Customer or in conjunction with delays attributable to the Customer, for example late deliveries, or in the event of any other activity or measure which PostNord Strålfors according to a separate agreement with the Customer or at its request. Compensation shall be charged per hour pursuant to the hourly rate stated in PostNord Strålfors’ price appendix applicable from time to time.

If the Customer wishes to make changes which entail that the connection, in whole or in part, needs to be remade, PostNord Strålfors shall be entitled to compensation pursuant to the hourly rate applied by PostNord Strålfors from time to time. Changes must be agreed in writing between the parties in the Customer Assignment.

4.3 Delivery time

If the Production Documentation is received by the receiving function designated in the Customer Assignment not later than 6.00 am (or the time of day stated in the Customer Assignment) on Business Days, delivery shall normally be made according to the Postal Operator’s chosen service (or the day stated in the Customer Assignment).

Delivery times may be increased if submission of the Production Documentation takes place:

(i) after the end of the normal submission time pursuant to the foregoing; or

(ii) after the agreed submission time in the Customer Assignment; or

(iii) after the time for late submission as separately agreed.

In the event of delayed submission of the Production Documentation pursuant to sections i – iii above, PostNord Strålfors shall be entitled to separate compensation for extra time expended pursuant to hourly rates under “Other Prices” in Strålfors’ price appendix applicable from time to time.

5 The Customer’s undertakings

The Customer shall perform the obligations stated in these Special Terms and Conditions as well as any undertakings other than those addressed herein which can be required of the Customer and which are stated, for example, in the Customer Assignment or PNSGTC.

5.1 Production Plan

The Customer shall provide information regarding volumes for, among other things, Strålfors’ production planning, in a so-called production forecast. Changes in volume shall affect prices during the current term of the agreement in the manner set forth in Strålfors’ price appendix applicable from time to time.

The Customer shall provide PostNord Strålfors with one Production Plan per Customer Assignment pursuant to the following table:

	Latest submission	Validity period
Annual Production Plan	15 th October	Subsequent calendar year and, if there is no previous Production Plan, up to the end of the year.
Monthly	The 15 th month before production	The forecast shall be valid for the next three months, and is updated monthly
Updated/changed Production Plan or Production Plan for new	Not later than 10 Business Days prior to start of production	Until the end of the year or until a new Production Plan is submitted.

For each assignment the Production Plan shall state, among other things, the production day as well as the number of letters, pages and inserts.

The Production Plan shall be prepared in accordance with these terms and conditions, the Customer Assignment and otherwise pursuant to the parties’ agreement as well as PostNord Strålfors’ instructions. In the event of production changes, the Customer must provide PostNord Strålfors with an updated Production Plan. Deficiencies in, or missing, Production Plans or changed Production Plans may result in PostNord Strålfors not being able to fulfil its undertakings, for example to carry out any production at all, to deliver on time, or on agreed terms and conditions, pursuant to the Customer Agreement. The customer is, in these cases, not entitled to assert any remedies for breach of contract against PostNord Strålfors, including any compensation or damages, and thus PostNord Strålfors disclaims any liability for this.

Template for Production plan is available at www.stralfors.dk/vilkaar.

5.1.1 Deviations from Production Plan
Deviations from the Production Plan contained in the Production Documentation at the time of submission to PostNord Strålfors and changes of the submission date must be notified not later than ten (10) Business Days prior to the relevant submission date. If notification is not made in time, delays can arise.

Notification of changes in the Production Plan shall be made to the agreed contact person at PostNord Strålfors.

5.2 Production Documentation

The Customer shall provide Production Documentation in the manner separately agreed in the Customer Assignment and other documentation provided by PostNord Strålfors. The Customer shall further ensure that the Production Documentation is complete and accurate and provided at the agreed time.

If, in PostNord Strålfors' opinion, a deficiency in the Production Documentation can be corrected by PostNord Strålfors, PostNord Strålfors shall have the right, but not the obligation, to do so in exchange for separate compensation for time expended pursuant to hourly rates under "Other Prices" PostNord Strålfors' price appendix applicable from time to time.

In the event the Production Documentation is incomplete or inaccurate to the extent that PostNord Strålfors deems that production is not possible, PostNord Strålfors must contact the Customer in order to allow the Customer to supplement the documentation or submit new documentation. In such case, PostNord Strålfors shall have no liability whatsoever for any delays or errors which may arise.

5.3 Customer Assignment

The assignments which are covered by the Agreement are set forth in the individual Customer Assignment appended to the Agreement. If the Customer wishes to add new Customer Assignments during the term of the Agreement and this results in changes which, in PostNord Strålfors' opinion, have an impact on the basis for agreed prices and terms and conditions of the Agreement, adjustment shall take place in a written supplemental agreement.

5.4 Customer-specific paper/envelope or poly wrapping

Following agreement in a Customer Assignment, the Customer shall be able to receive printouts on customer-specific paper or envelopes. It is also possible for the Customer to poly wrap its mail items with customer-specific pre-printed plastic.

If the Customer wishes to cease using customer-specific paper, envelopes or poly-wrap, or change the content or appearance of such Material, the Customer shall notify PostNord Strålfors' Customer Service not later than three (3) months prior to the date of termination or change. If the Customer does not observe this time, the Customer shall compensate PostNord Strålfors for any and all costs for production of Material which can no longer be used in production for the Customer. In the event that customer specific paper, envelope or plastic is left in storage after the (3) three months deadline PostNord Strålfors has the right to destruct the material at the Customers expense.

5.5 Colour (Business colour)

"Colour (Business colour)" means that all or part of the Customer's Production Documentation is printed in four colours with high volume print. The Customer Assignment states which assignments are to be printed in colour (Business colour).

The Customer shall be responsible in such case for formulating the Production Documentation in accordance with the guidelines stated in Instructions Colour, applicable from time to time and available according to section 11.

5.6 Inserts

The Customer Assignment states whether inserts are to be inserted with the mail items. Inserts must follow the guidelines stated in the document Instructions Inserts, applicable from time to time and available according to section 11.

5.7 Suspension of production

Where PostNord Strålfors has commenced production pursuant to the Production Documentation submitted by the Customer and the production is suspended at the Customer's request, the Customer shall compensate PostNord Strålfors for material and work expended pursuant to hourly rates under "Other Prices" in Strålfors' price appendix applicable from time to time. However, the production cannot be suspended after the mail items are ready for physical distribution or PostNord Strålfors deems it is not possible to recall and destroy produced material.

6 Delivery

6.1 Delivery terms and conditions

Freight terms are DAP at the Postal Operators production facility unless otherwise agreed.

7 Distribution of physical mails and parcels

PostNord Strålfors hands over the printed and enveloped mails or parcels to the Postal Operator.

Distribution of the physical mails is carried out according to the terms and conditions of the Postal Operators with respect to the same, delivery times, shipping methods, delivery locations etc. PostNord Strålfors is in no way responsible for the delivery of the mails, which is why the Customer cannot make a claim against PostNord Strålfors regarding the delivery of the letters, why the Customer is precluded from asserting remedies for breach, including damages, against PostNord Strålfors but the Customer is instead encouraged to make the claim directly to the Postal Operator.

The Postal Operator is solely responsible for all customer support related to the distribution services provided by the Postal Operator under this Agreement. This includes, but is not limited to, handling complaints, inquiries, delivery problems and other inquiries from customers or end recipients regarding the Postal Operators products and services.

Strålfors acts solely as an intermediary of the Postal Operators distribution services to Strålfors' customers and assumes no responsibility for the subsequent distribution or customer service provided by the Postal Operator. Strålfors shall not be the point of contact for end recipients in relation to the Postal Operators deliveries, and Strålfors cannot be held liable for lack of or inadequate customer support from the Postal Operator.

8 Prices

A one-time fee must be paid for the implementation of the Customer's access to the Service. The price is defined by the selected setup type.

For the use of the Service, the Customer pays prices in accordance with the Agreement, which covers printing, sorting and enveloping, etc.

The Customer also pays for the Delivery Service covering preparation, transport and delivery to the Postal Operator.

PostNord Strålfors will invoice the Customer for postage incl. VAT according to the PostNord Strålfors Price List based on the Postal Operator's current prices for minimum volume for delivery ..

The price depends on the number of sheets in the letter.

If the Customer wishes to make changes to the format, etc., the associated work will be invoiced based on the time spent.

PostNord Strålfors can introduce 14 days of invoicing with 30 days' notice.

9 Shutdown

PostNord Strålfors shall be entitled to shut down its production system for service and upgrades which, to the greatest possible extent, will be scheduled at times that do not affect performance of the Service. If possible, the Customer shall receive advance notice of any planned shutdown.

The Customer is aware that the Service, from time to time, may be unavailable as a result of planned and/or unplanned shutdowns for necessary service and maintenance of the Service and/or PostNord Strålfors' systems. PostNord Strålfors shall not be liable for errors or delays during such shutdowns.

To avoid obstructions to the production process, PostNord Strålfors shall ensure that procedures for making backup copies are in place.

To the extent the Customer's use of the Service causes technical or other problems for Strålfors or another customer, PostNord Strålfors reserves the right to limit the use or to end the Service with immediate effect.

10 Liability

PNSGTC contains applicable liability terms and conditions.

PostNord Strålfors' liability in respect of the Service ceases when the consignment has been handed over to the Postal Operator or the Poste Operator chosen by the Customer, who is to carry out the postal service in accordance with a written agreement with PostNord Strålfors.

PostNord Strålfors' liability for errors, defects or delays is limited to the amount paid by the Customer deducted any postage during the billing period in which the damage occurred. In no event can PostNord Strålfors be held liable for indirect or consequential damages, such as loss of profit, loss of market share or similar losses.

In cases where the Customer requires reproduction or an investigation of a defect which the Customer suspects to be

caused by PostNord Strålfors, but which turns out to be caused by the Customer, or if it turns out that there was no defect, PostNord Strålfors is entitled to claim compensation for the additional measures taken in accordance with the PostNord Strålfors price list in force at any given time;.

11 Publication of service-related documents, Customer Terms and Conditions and Customer Support etc

On the websites stated below, each country's technical manuals and other service-related documents applicable from time to time, as well as Customer Terms and Conditions, i.e. Special Terms and Conditions for each individual service and PNSGTC, are published. Service-related documents and Customer Terms and Conditions published in accordance with the list below are applicable in the country in which the Service is provided by PostNord Strålfors in the language in which the Agreement is drafted.

Denmark: stralfors.dk/vilkaar
Finland: stralfors.fi/ehdot
Norway: stralfors.no/vilkar
Sweden: stralfors.se/villkor