



Strålfors General Terms and Conditions (SGTC)

Applicable from 19 September 2011 See www.stralfors.dk/vilkaar

1 Scope

1.1 These general terms and conditions (hereinafter referred to as "SGTC") govern services which Strålfors Information Logistics A/S and other companies in the Strålfors AB group ("Strålfors") perform in accordance with a specific agreement ("the Agreement") which refers to SGTC.

1.2 Any deviation from SGTC is conditional upon a specific agreement to that effect by Strålfors and the Customer. Such an agreement takes precedence over the SGTC.

2 Definitions

The Agreement: The agreement and all appurtenant appendices thereto which refer to these general terms and conditions.

Data: Datafiles that are sent to Strålfors from the Customer and constitutes the production material for Strålfors production/delivery of the Service.

Material: Material, information, Customer Assignments, Production Plans and/or production documentation which is necessary for the production/provision of the services.

Posten AB group: Each company and any other legal entity in which Posten AB (publ), or another company which may replace Posten AB as the group's parent company, directly or indirectly exercises a controlling interest from time to time.

SGTC: Strålfors General Terms and Conditions in force at any time which are available at www.stralfors.dk/vilkaar.

Strålfors AB Group: Each company and other legal entity in which Strålfors AB exercises a direct or indirect controlling interest from time to time.

Special Terms and Conditions: The Special Terms and Conditions of the Agreement applicable from time to time which take precedence over SGTC and which govern the different services which are covered by the Agreement. The Special Terms and Conditions for each service are available at www.stralfors.dk/vilkaar.

3 Prices

The Customer shall pay prices and fees in accordance with the Agreement. All prices and fees are listed exclusive of VAT.

4 Terms and conditions of payment

4.1 Unless otherwise provided in the Agreement payment shall be made not later than fourteen (14) days from date of invoice.

4.2 The due date is date of payment as set out pursuant to the Agreement or pursuant to SGTC.

4.3 Strålfors is entitled to charge an invoice fee. The invoicing fee where applicable shall be stated on the invoice.

4.4 The Customer shall provide Strålfors with the correct invoicing address and keep Strålfors informed of any changes. If an invoice does not reach the Customer because the Customer has failed to inform Strålfors of a change of invoicing address, Strålfors may re-issue the invoice at the Customer's expense. Re-issuing of the invoice shall not relieve the Customer of his obligation to pay in due time in accordance with the original correct invoice.

4.5 In the event that the Customer fails to pay the invoice in due time, Strålfors shall be entitled to default interest rate under present law as well as reminder fee in the amount of DKK 50,00 per invoice.

4.6 A company in the Strålfors AB Group shall be entitled to assign a claim and the right to invoice and receive payment under the Agreement to another company.

4.7 Any complaint about errors in an invoice or other payment demands from Strålfors must be presented within a reasonable time to be asserted against Strålfors, see section 17.

5 Strålfors' general obligations

5.1 During the contract term, Strålfors undertakes to provide services in accordance with Special Terms and Conditions applicable at any time, agreed specifications and otherwise in accordance with the Agreement. Strålfors shall perform its obligations under this Agreement with due care and in a professional manner.

5.2 Strålfors shall be entitled to engage subcontractors for the performance of its obligations under this Agreement. Strålfors shall be liable for the performance of such subcontractors.

5.3 Strålfors shall ensure that data is stored with Strålfors pursuant to Strålfors rules for data security to the extent that no data is lost and no unauthorised party gains access hereto. Data is stored for one (1) month and is thereafter deleted. Strålfors shall not be liable for transfer errors, distortion or loss of data or otherwise for security regarding transmission of data in the telephone network, via the internet or via own connection. Pursuant to section 8 the Customer shall be liable for his own communication solutions.

5.4 To the extent that the Customer wants Strålfors to handle and administer contact with a supplier of postal items or cargo as chosen by the Customer, e.g. notification, Strålfors undertakes to do so in accordance with the Customer's instructions. The Customer is obliged to inform Strålfors of current sorting instructions, deadlines, requirements and rules of notification etc. pertaining to the supplier chosen by the Customer. The Customer shall be obliged to meet correctly and in due time the requirements deemed necessary by Strålfors in order for Strålfors to perform the services for the Customer in respect of the contact to the Customer's supplier. Strålfors is entitled to invoice the Customer for time spent on establishing routines and systems necessary in relation to notification or other kinds of contact to or handling of the Customer's supplier. Strålfors shall not be liable for additional costs incurred due to delayed, erroneous or lacking notification or the like, unless Strålfors itself has prompted the very event leading to delay, erroneous or lacking notification or the like.

6 Infringement of intellectual property rights

6.1 Strålfors shall ensure that the Customer can utilise the services on the terms and conditions which are stated in the Agreement, and that the Customer's utilisation of the services does not constitute infringement of any third party patent, copyright, protected design, or rights to topography of semiconductor products. The Customer shall not be entitled to seek any remedy as a result of infringement beyond that which is set forth in this section 6.

6.2 Where a claim for infringement is made against the Customer pursuant to section 6, due to the Customer's utilisation of the services in Denmark, Strålfors shall, at its own expense, conduct litigation and defend the Customer against such claims. Strålfors' undertakings shall only apply provided that the Customer

(i) immediately notifies Strålfors in writing of the claim,

(ii) affords Strålfors access to all relevant and correct information and background material that Strålfors may need to intervene in the case; and

(iii) to a reasonable extent cooperates with Strålfors in connection with judicial and settlement proceedings.

6.3 Provided that the Customer complies with the foregoing, Strålfors shall compensate the Customer for costs and damages which the Customer, by virtue of a settlement

approved by Strålfors or court judgment, may become liable to pay to a third party pursuant to section 6.1 above.

6.4 Strålfors shall have no liability under this section 6 in respect of claims based on

(i) Data or otherwise which the Customer provides or when Strålfors complies with specifications, designs or instructions which are provided by the Customer or a third party on behalf of the Customer;

(ii) the Customer's modification of the services ; or

(iii) utilisation of the services in contravention of the Agreement.

7 Strålfors' liability and limitations of liability in general

7.1 Strålfors shall be liable for the services only to the extent expressly stated in the Agreement.

7.2 Strålfors shall not be liable where Strålfors has duly exercised normal caution.

7.3 Strålfors shall also not be liable where the defect or deficiency in the service is due to circumstances beyond Strålfors' control and which Strålfors could not reasonably have been expected to foresee at the time the service was provided and the consequences of which Strålfors could not reasonably have avoided or overcome.

7.4 The aforementioned shall apply where a sub-contractor or a representative of Strålfors is prevented from performing any duties on behalf of Strålfors or on Strålfors' account as a result of such circumstance.

7.5 Strålfors shall not be liable for defects or delays resulting from the Customer's failure to fulfil its obligations under the Agreement, see particularly section 8.

7.6 Unless otherwise stated in the Agreement, Strålfors' liability shall be limited to the payment made by the Customer for the service during the invoicing period in which the damage occurred.

7.7 Under no circumstances shall Strålfors be liable for indirect or consequential loss, such as non-achievement of profit, lost markets, or other similar damage or loss.

8 The Customer's obligations and liability in general

8.1 The Customer shall ensure that necessary permits from governmental authorities and other third parties are in place and that any fees in connection with utilisation of the service which are payable to any party other than Strålfors are paid.

8.2 To the extent that the service entails the Customer's provision of its own equipment or software, the Customer shall be liable therefore.

8.3 The Customer shall itself procure to the necessary communication- and telecommunication services in order to communicate with Strålfors or a third party. The Customer shall pay all costs in connection with such communication. Strålfors are not liable for communication and telephone services.

8.4 The Customer undertakes to hold Strålfors harmless for all costs and all other damage incurred by Strålfors as a result of the Customer's utilisation of the services in contravention of the Agreement.

8.5 To the extent that the Customer shall provide Data, the Customer shall be responsible for Data as follows:

- The Data shall be sent to Strålfors in an agreed format and shall carry no virus or otherwise risk damaging or having a negative impact on Strålfors' services or systems.
- The contents of the Data shall be complete and meet the requirements set forth in the Agreement. The Customer shall be responsible for making backup copies of the Data sent to Strålfors.
- The Data may not infringe any copyright, trade mark, or other intellectual property rights
- The Data may not violate any act, regulation, public authority instruction, use or custom, e.g. the Danish Marketing Practises Act and good marketing practice.
- The Data may not risk causing offence.
- The Data may not contain personal data in violation of the Danish Act on Processing of Personal Data.
- The Data may not contain incorrect information.
- The Data may not contain elements of pornography, violence, or racial prejudice.

8.6 The Customer shall be liable for loss, damage, delay, defects or deficiencies in the service which are caused by the content of the Material or transfer of the Material, or by the Customer's delay in provision of the Material.

8.7 Where Strålfors decides that the Material or the Customer's use of the service in general is in violation of the sections 8.5 and 8.6 or that which is otherwise agreed, the Customer shall effect rectification immediately. In the event that Strålfors subsequently considers such a rectification to be inadequate, Strålfors shall be entitled to terminate the Agreement pursuant to section 16.

9 Events that requires action

In the event that Strålfors, in the performance of its services, is obliged to act without obtaining prior instructions from the Customer or the recipient where applicable, such actions are taken at the expense and risk of the Customer and the recipient respectively.

10 Intellectual Property Rights and Software

10.1 All intellectual property rights and technical solutions inclusive of templates and layouts regarding Strålfors' services and related software are the property of Strålfors and shall not be assigned to the Customer and shall not be used by the Customer in any other manner than as expressly stated in this Agreement.

10.2 The Customer may not make available to the general public systems, programs, methods, documentation and the like. Nor may the Customer modify, develop, or sublicense the services or the relevant software.

10.3 In the event that Strålfors provides software, the Customer shall only be entitled to utilise such software in connection with the service and only for such time as the Customer has access to the service, whereafter the software and any copies thereof must be returned to Strålfors immediately.

11 Confidentiality

11.1 Strålfors and the Customer may not inform any third party about the Agreement unless otherwise agreed in writing. This only applies unless otherwise prescribed by law. However, both Parties shall be entitled to provide to a supplier or a service provider such information regarding the Agreement as is necessary for the supplier or the service provider to perform its services. Such information shall not include prices. The supplier or service provider who receives such information regarding the Agreement shall also comply with the confidentiality provisions mentioned above. Strålfors is entitled to inform other Strålfors companies about the Agreement.

11.2 Where either of the Parties is required to notify a public authority of the Agreement, such requested notification shall be accompanied by a request to the authority that the Agreement be classified as confidential. In the event of such notification to a public authority the other party shall be notified in writing thereof.

11.3 The Customer shall insure that such documentation and instructions provided pursuant to agreement with Strålfors are stored in a secure manner and do not come in the possession of unauthorised persons, and that documentation and instructions are returned to Strålfors upon the termination of the Agreement.

11.4 The provisions regarding confidentiality in this section shall apply during the term of the Agreement and for a subsequent period of five (5) years.

12 Amendments and Supplements

12.1 SGTC and the Special Terms applicable to the Agreement (jointly referred to as the "Terms of Sale") are published on www.stralfors.dk/vilkaar. The Customer is obliged to keep himself informed about the applicable Terms of Sale. The Customer accepts and acknowledges that the Terms of Sale may be amended. Such amendment

may take place in any of the following ways:

12.2 The Terms of sale may be amended once a year through publication on 1 December on www.stralfors.dk/vilkaar. The amendments are describe in connection with the publication. Normally the amendment enters into force on 1 January of the subsequent year, unless a later date is stated. When an amendment enters into force, the new version of the Terms of Sale shall apply. If the Customer does not wish to accept the amendment, the Customer shall be entitled to terminate the Agreement. In such a case, the Customer most notify Strålfors thereof not later than the final weekday prior to the amendment date.

12.3 Notwithstanding the provisions of the preceding section, Strålfors shall be entitled to amend the Terms of Sale on other and/or more occasions than stated above provided that Strålfors considers amending necessary. In such cases and in those cases where Strålfors and the Customer have agreed that the preceding section shall not apply, the amendment shall take place in the following manner: Strålfors shall give notice to the Customer at least 30 days prior to the entry into force of the amendment. If the Customer does not accept the amendment, the Customer shall be entitled to terminate the agreement on the day the amendment enters into force with respect to the service or services affected by the amendment. In such case, the Customer most notify Strålfors thereof not later than the final weekday prior to the amendment date.

12.4 Strålfors shall not be entitled to apply the provision of the preceding section to amend the Customer's price terms, unless expressly stated in the Agreement.

12.5 Amendments or supplements to the Agreement shall only be valid when drawn up in a written document (referred to as a "Supplemental Agreement") which must be signed by representatives authorised to sign on behalf of the parties.

12.6 Strålfors shall however be entitled to amend or set aside contract provisions immediately when necessitated by any law, regulation or public authority or municipality including price changes as a consequence of changed taxes or other charges.

13 Notices

All notices from and between the Parties must be sent to the address specified in the Agreement or to a new address as specified subsequent to the signing of the Agreement or otherwise to the last know address.

14 Changed Circumstances

The Customer must inform Strålfors of changes – specially as regards name or company name, address and where applicable credit cards and account numbers which are of significance to Strålfors as a consequence of an agreement between the Parties. All changes must be communicated in good time.

15 Assignment

15.1 The Customer's rights and obligations pursuant to the Agreement may not be assigned to a third party without Strålfors' written consent. A new agreement must be entered into in the event of changes in the corporate form of the Customer.

15.2 Strålfors shall be entitled without the Customer's consent to assign rights and obligations in one or more stages in whole or in part to any company within Strålfors or within the Posten AB group.

16 Premature termination

16.1 A Party shall be entitled to terminate the Agreement with immediate effect in the event that:

- The other Party commits a material breach in the performance of its obligations and has not rectified such breach within a reasonable time following a request to do so.
- The other Party has entered into liquidation, petitions for bankruptcy or is declared bankrupt, has applied for debt relief, enters into composition negotiations, suspends its payments or in any other way is considered to be insolvent.
- The other Party is in arrears with payment for a period of more than ten days following the due date for payment and does not rectify the breach within a reasonable time of a request for rectification of the breach.

16.2 Strålfors is entitled to terminate the Agreement if a customary credit check in connection with the execution of the Agreement shows that the Customer's financial situation is such that there is strong reason to suspect that due payment will not be made.

16.3 Premature termination of the Agreement by Strålfors in accordance with this section shall not entitle the Customer to a refund of payments made. In the event that the Agreement is terminated as prescribed in the ordinary provisions on termination, payments made for services are refunded in so far as said payments relate to the period after the Agreement has ceased as regards such service.

17 Notice of complaint

17.1 In the event that notice of complaint is not given in due time, the defect can not be asserted against Strålfors.

17.2 Complaints shall be made to Strålfors without reasonable delay. Remarks and claims can not be made later than three months from the day on which the Customer became aware or should have become aware of the basis for the claim.

17.3 Complaints about errors in an invoice or other payment demand from Strålfors must be made not later than the due date.

18 Period of Limitation

18.1 Claims against Strålfors must be reported within a period of one year from the day specified below. Where claims are not reported within the prescribed period, the right to report the claim shall be forfeited.

18.2 The time shall be calculated from the day on which the Customer

became aware or should have become aware of the basis for the claim.

19 Statutory copies and archive copies

Strålfors has a legal duty (Act on Legal Deposit of Published Material) in applicable instances of print production to remove so-called statutory copies and archive copies from a deliverable edition at the Customer's expense. Where Strålfors' performance does not deliver the end product, the Customer shall on his own initiative and without delay submit the prescribed number of copies in the prescribed format free of charge to Strålfors.

20 Processing of Personal Data

20.1 As a concomitant of the service and in its capacity as supplier of personal data Strålfors may carry out processing of personal data at the expense of the Customer. In such cases the personal data may be provided on an IT-medium for processing at Strålfors' subcontractors in both Denmark and within the EU/EEA and in third countries. Strålfors shall notify the Customer in the event that personal data will be provided to subcontractors in a third country.

20.2 Pursuant to the Danish Act on Processing of Personal Data, it is the responsibility of the Customer to ensure that the processing of personal data does not violate applicable provisions of the Danish Act on Processing of Personal data.

20.3 Pursuant to sections 41 and 42 of the Danish Act on Processing of Personal Data the Parties agree on the following:

20.4 Strålfors shall take appropriate technical and organisational measures to protect the personal data which Strålfors processes in connection with provision of the services and which the Customer transfers to Strålfors in accordance with the Agreement.

20.5 Strålfors shall not be obliged to perform its services in part or in whole in such cases where Strålfors is of the opinion that the security measures requested by the Customer can not reasonably be met.

20.6 Personal data which is processed in connection with the provision of services may not be processed by Strålfors for any other purpose or in any other manner than as is necessary for performance of the service. Access to personal data shall be restricted to such persons who require the data in order to perform their work duties.

20.7 When the service or an element of the service has been completed, Strålfors shall store the personal data for one (1) month for retrieval purposes in the event of production errors or for archiving during the period set forth in the Customer's instructions in the Agreement. Following storage, the personal data shall be destroyed or returned to the Customer in accordance with the Customer's instructions.

20.8 It is the responsibility of Strålfors to ensure that the persons who have access to the personal data are subject to a duty of confidentiality and that they are informed of the manner

in which they may process the personal data.

20.9 In exchange for consideration Strålfors may assist the Customer in the event that pursuant to section 31 of the Danish Act on Processing of Personal Data a registered person requests to be informed of which information is registered about him or requests rectification of such data pursuant to section 31 of the said act.

20.10 This provision regarding the processing of personal data shall also apply to the extent that Strålfors makes use of subcontractors to perform the service or part of the service.

21 Disputes

21.1 The Agreement shall be governed by Danish law.

21.2 In so far as any dispute regarding the interpretation of the Agreement and applicable law and the legal relations relating thereto can not be resolved through negotiations between the parties, such dispute shall be referred for mediation at Mediationsinstituttet, Tuborg Boulevard 12, DK-2900 Hellerup, unless this cause of action is opposed by any of the parties at the time of the dispute.

21.3 In the event that a Party opposes mediation or where such mediation is discontinued, the dispute shall in the alternative be settled

- by a court of law of general jurisdiction provided that the amount of the claim does not exceed DKK 500,000, or
- by arbitration in accordance with the rules of the Danish Institute of Arbitration where the amount of the claim exceeds DKK 500,000.

The arbitration proceedings shall take place in Denmark and be held in Danish.