

Terms of Business

Læs Ind Service (Read In Service)

1. Duration of the agreement

- 1.1 Through electronic acceptance and approval of the conditions set out in the present agreement and the Terms of Business published online at www.stralfors.dk/vores-losninger/selvbetjening/laes-ind-service/, you have entered into an agreement for prepayment for invoice scanning with item lines.
- 1.2 If you no longer wish to be bound by the agreement, you can terminate it on 60 days' notice to the end of a month. If you recommence or continue sending invoices following such termination, you will be invoiced at the standard rate for the scanning service; alternatively, you can choose to enter into a new agreement.

2. Scope of the agreement

- 2.1 PostNord Strålfors A/S converts invoice data from a hard-copy invoice or a PDF file into an electronic invoice in OIOUBL format. Following conversion, the result is sent to the recipient stated on the invoice.
- 2.2 You can find out more about the "Læs Ind Service" at: www.stralfors.dk/vores-losninger/selvbetjening/laes-ind-service/.

3. Terms of Business

- 3.1 Use of the service is subject to the prevailing Terms of Business for scanning invoices via the "Læs Ind Service". Notification of significant changes to the Terms of Business will be issued with at least one month's notice to the end of a month via the PostNord Strålfors A/S website: www.stralfors.dk/vores-losninger/selvbetjening/laes-ind-service/.
- 3.2 Unless otherwise stated in these Special Terms and Conditions, or unless agreed separately with PostNord Strålfors, the version of the PostNord Strålfors General Terms and Conditions ("PNSGTC") in effect at any given time applies. <https://www.stralfors.dk/om-os/Vilkar-og-betingelser/>

4. Prices and terms of payment

- 4.1 You will be invoiced immediately after registering for prepayment on our website. If you have not set up a prepayment agreement, you will be invoiced on the first of each month. The invoice will be sent to the address linked to the company registration number (CVR or SE number) stated on the invoice you have submitted for processing. You can only use a standard private social security number (CPR number) if you have registered for prepayment.
- 4.2 Payment falls due on the date of invoice, with the deadline for payment being 15 days after the date of invoice. Failure to pay within this deadline will trigger penalty interest calculated as from the due date at a rate of 1.5% per month or part thereof. Failure to pay within the deadline will also trigger reminder fees for up to three reminders.
- 4.3 The terms of payment stated under sub-paragraphs 4.1 and 4.2 can be altered twice a year, at March 1 and September 1.
- 4.4 Prices for issuing invoices, including for the return of incorrect invoices or materials, etc. (the Service, cf. sub-paragraph 9.3 of the Terms of Business for Data Entry) are set by PostNord Strålfors A/S, and can be altered with at least one month's notice to the end of a

month. No separate notification is issued in this regard, but the prices in effect at any time are published online at: www.stralfors.dk/vores-losninger/selvbetjening/laes-ind-service/

- 4.5 Payment for the scanning services is charged via Midt Factoring A/S or via Nets, Supplier Service, in accordance with the business terms applicable to Nets, if you have registered for this scheme.

5. Confidentiality

- 5.1 The Parties agree and accept that the contents of the present agreement are confidential and must therefore not be disclosed to any third parties. In connection with the transfer of activities to another legal entity, or on transfer of shares in a subsidiary, PostNord Strålfors A/S is, however, entitled to share information regarding the customer's utilization of the "Læs Ind Service" at PostNord Strålfors A/S. PostNord Strålfors A/S is entitled to disclose the necessary information to subcontractors, if such carry out tasks in relation to the customer.

6. Breach of contract

- 6.1 In the event of material breach of contract, the agreement can be terminated without notice. In this context, material breach of contract includes but is not limited to:
- Failure to pay sums owing on or before the final date for timely payment
 - The event that, after entering into the agreement, the customer is declared bankrupt, initiates reorganization proceedings, enters into solvent liquidation or into another arrangement resulting in the customer's creditors being unable to obtain full coverage of their claims, or if the customer by the levying of execution is found not to have the funds to pay its debts, or if the state of the customer's assets otherwise gives grounds to assume that the customer will be unable to pay any amounts owing under the agreement when they fall due
 - Failure to rectify an error or defect within 30 days of the error or defect in question having been identified
 - PostNord Strålfors A/S ceasing the activity and/or the operation to which the agreement pertains, including the occurrence of circumstances that significantly jeopardize fulfilment of the agreement

7. Assignment of rights and obligations

- 7.1 PostNord Strålfors A/S may assign the company's rights and obligations under the agreement to a third party, including to wholly or partially owned subsidiaries. PostNord Strålfors A/S is entitled to engage subcontractors to perform specific tasks.
- 7.2 The customer cannot, without the express consent of PostNord Strålfors A/S, assign his rights and obligations under the agreement to a third party.

8. Venue and governing law

- 8.1 The present agreement is subject to Danish law, except as regards the regulations of private international law in Danish law.
- 8.2 The venue for any dispute between the Customer and PostNord Strålfors A/S with regard to the agreement is the City Court of Copenhagen (*Københavns Byret*) or the Eastern Division of the

Danish High Court (*Østre Landsret*), provided that the case may be brought before the High Court.

7997 Fakturascanning

Letters containing invoices that are sent to the PostNord Strålfors A/S "Læs Ind Service" are to be franked according to the applicable PostNord Denmark rates. Under-franked consignments will not be accepted by the PostNord Strålfors A/S "Læs Ind Service" and will be returned to the sender.

9. "Læs Ind Service"

9.1 Background:

PostNord Strålfors A/S offers to scan invoices from suppliers to enterprises that have a GLN number (also known as an EAN number).

The Supplier pays all costs for the conversion of data by PostNord Strålfors A/S.

PostNord Strålfors A/S is certified as a Data Entry agency in accordance with the IT Information Security Standard ISO 27001:2013.

9.2. Definitions:

- **Business days:** Monday through Friday, with the exception of public holidays, June 5 and December 24 and 31.
- **The Customer/Supplier:** The natural person or legal entity that sends the invoice to PostNord Strålfors A/S' "Læs Ind Service" (the creditor in accordance with the CVR, SE or CPR number stated on the invoice submitted).
- **The Recipient/Company:** The debtor in accordance with the GLN number on the Customer's invoice that is processed by PostNord Strålfors A/S.
- **Invoice:** The physical or electronic data source sent from the Customer to PostNord Strålfors A/S' "Læs Ind Service".
- **Electronic invoice:** The relevant data scanned or data captured from the invoice and forwarded to the Public Authority.
- **Relevant data:** Data as defined in sub-paragraph 9.4.

9.3 The Service:

The invoices received are scanned and that part of the relevant data stated on the invoice undergoes electronic data capture. Relevant data that cannot be captured electronically are entered manually. The scanned/manually entered data are then transferred electronically, in the form of an OIOUBL document, to the Public Authority's receiving system, together with a TIFF document that shows an image of the invoice.

9.4 Relevant data:

As a minimum, invoices must contain the following fields if they are to be processed by PostNord Strålfors A/S:

1. The Recipient's GLN number
2. The Recipient's postal address
3. The Supplier's CVR/SE number or CPR number

If the GLN number:

- is not stated on the invoice
- is not stated with 13 digits, or if one or more digits in the number is incorrect
- was impossible to read
- is not "active" (i.e. if the Recipient of the invoice has stated an incorrect or "inactive" GLN number),

the invoice will be returned to the relevant invoice issuer (the Supplier) at this party's expense, cf. sub-paragraph 4.5

PostNord Strålfors A/S will not otherwise check whether invoices are in compliance with the provisions of the Danish Bookkeeping Act (*Bogføringsloven*).

9.5 Submission of invoices:

PostNord Strålfors A/S only dispatches invoices to the GLN location number stated on the invoice. If an invoice cannot be placed with the correct company on account of a missing or incorrect GLN number, or if the invoice could not be delivered to the Recipient's IT system for any other reason, the invoice will be returned to the invoice issuer (the Supplier) by post or by e-mail at this party's expense.

Material other than invoices for the Recipient will likewise be returned to you insofar as PostNord Strålfors A/S assesses that the material has value. Otherwise, any such material will be destroyed.

For returning invoices and other material submitted, PostNord Strålfors A/S calculates a fee, cf. sub-paragraph 4.5.

Physical invoices are to be sent to the following Data Entry address:

PostNord Strålfors A/S
Læs Ind service

Instead of sending in physical invoices, you can send invoices by email as PDF attachments. To do so, use the following email address:

fakturascanning@datascanning.dk.

Receipts are not issued for invoices received.

You may send invoices to different Public Authorities in the same envelope/email.

Invoices – in hard-copy format or as PDF files – must have been received by PostNord Strålfors A/S no later than 8 a.m. on a given business day for it to be possible to scan the invoice on the reception day so as to comply with the delivery deadline, cf. sub-paragraph 9.7.

9.6 Paper quality, colors and format size

Physical invoices must be printed on paper with a grammage of at least 50 g/m². The separate pages of the invoices must be no larger than DIN A4. Printing must be done in black ink, and any fields that are to be read must, as far as possible, be left white or in light colors and without any raster printing that may interfere with the scanning result. All other design printing must, as far as possible, be in colors from the Pantone scale.

The separate invoices must be supplied in a single copy. If an invoice consists of multiple pages, these must be held together with a paperclip. (Never use staples).

For large volumes of multi-page invoices, special dividers are available to order from PostNord Strålfors A/S.

9.7 Delivery of electronic invoices

The electronic invoice will be available for the Recipient no later than the third business day after the original invoice was received by PostNord Strålfors A/S. Transfer is performed via NemHandel.

Original invoices are shredded on completion of processing.

10. Registration, prices, invoicing and payment

10.1 Registration, prices, invoicing and payment

If you wish to pay in advance to use PostNord Strålfors A/S' "Læs Ind Service", you need to enter into a separate agreement.

You can register directly online at:

www.stralfors.dk/vores-losninger/selvbetjening/laes-ind-service.

When registering for PostNord Strålfors A/S' "Læs Ind Service", you need to choose a prepayment sum from the list of fixed sums presented. A discount on the price of scanning is granted on deposit of the larger sums.

When your account balance has been reduced to an amount equivalent to 10% of the sum deposited, you will receive an email informing you that it is time to top up your account.

If you choose the prepayment solution, it will remain valid for 12 months after the latest withdrawal from your prepayment account.

If the prepaid amount has not been used within 12 months of the latest withdrawal from the prepayment account, the residual sum will not be credited and you will not be able to transfer it to a new prepayment agreement.

Until PostNord Strålfors A/S has received your payment, invoicing will be performed on the basis of PostNord Strålfors A/S' standard prices as stated in the prevailing price list.

Prepaid sums are not reimbursed, not even on expiry or termination of the agreement.

Payment for returning invoices and other materials, as well as fees and the like is deducted from the prepaid sum.

If you have not entered into a prepayment agreement, you will be charged the standard price for the individual services.

Invoices for the service are issued by Midt Factoring A/S on the basis of the address linked to the registration number (CVR, SE or CPR number)

linked to the invoice. A fee is payable to Midt Factoring A/S for the collection service, which is performed monthly.

Price-related reservations apply to invoices that deviate significantly from the provisions stated in sub-paragraph 9.6.

You should therefore expect to have to pay extra for handwritten invoices, or for invoices with colored reading fields, raster printed invoices or needle printed invoices.

11. Duty of confidentiality

Employees of PostNord Strålfors A/S are subject to a duty of confidentiality with regard to conditions of which they become aware through their employment, and whose non-disclosure is inherently required or prescribed by the company. Said duty of confidentiality does not expire on employees leaving the company.

12. Liability and compensation

12.1 Material received

PostNord Strålfors A/S is exempt from liability in the event that the content and appearance of any documents received may be in conflict with prevailing legislation. You are personally responsible for ensuring that the material submitted does not conflict with Danish legislation, including personal data legislation.

PostNord Strålfors A/S is likewise exempt from liability in the event that material has undergone a change between the time the invoice was submitted and the time it was received at PostNord Strålfors A/S.

The Supplier vouches that all electronic correspondence, including emails, attached files, etc. sent to PostNord Strålfors A/S has been scanned at the time of delivery for all generally known viruses, so as to ensure that PostNord Strålfors A/S does not receive data infected with viruses.

The submission of physical invoices is at the Supplier's own risk. See PostNord Denmark's Special Terms and Conditions concerning domestic letters.

12.2 Delay

PostNord Strålfors A/S does not pay compensation in the event that PostNord Strålfors A/S' delivery is delayed.

12.3 Errors and deficiencies

PostNord Strålfors A/S is exempt from liability in the event of errors and deficiencies in the service supplied.

12.4 Loss of data

PostNord Strålfors A/S can only be held liable for compensation for the loss of data if data have been lost subsequent to reception at PostNord Strålfors A/S, and only to the extent that such loss may have been caused by willful intent or gross negligence on the part of PostNord Strålfors A/S.

PostNord Strålfors A/S cannot be held liable for losses that may arise as a result of PostNord Strålfors A/S having shredded invoices submitted for reasons of security in accordance with certification.

12.5 Amount of compensation

PostNord Strålfors A/S only pays compensation for documented financial losses corresponding to the direct expenses for recovery of lost data, and only to a maximum of DKK 5,000 or the customer's turnover with PostNord Strålfors A/S during the preceding six months, whichever is lower.

PostNord Strålfors A/S does not pay compensation for loss of profit, loss of use, operational losses, loss of time, exchange rate losses or other indirect consequences of the loss of data.

12.6 Force majeure

PostNord Strålfors A/S is exempt from liability for losses attributable to conditions that PostNord Strålfors A/S could not have avoided or whose consequences PostNord Strålfors A/S was powerless to prevent. Such events may include labor disputes, fire, chemical spill or the risk thereof, flood, lightning strike, power outage or similar failure of utilities, acts of God, war or war-like conditions, terrorism, bomb threats, seizure, currency restrictions, unrest, scarcity of goods, restrictions in motive power and delays or breakdowns in sub-supplies caused by any of the stated events, whose replacement is either impossible or possible only under particularly onerous conditions.

12.7 Complaints

Claims for compensation must be submitted to PostNord Strålfors A/S without undue delay and no later than six months after submission of the documents to which the claim relates.