

Terms of Business

Read In service

1. Terms of Business

The Read In service (Læs Ind Service) from PostNord Strålfors A/S involves converting invoice data from a hard-copy invoice or a PDF file into an electronic invoice in OIOUBL format. Following conversion, the output is sent to the public digital infrastructure Nemhandel, which then forwards it to the recipient stated on the invoice. Use of the service is subject to the prevailing Terms of Business for the Read In service. Notification of significant changes to the Terms of Business will be issued with at least one month's written notice to the end of a month through publication on the PostNord Strålfors A/S website: www.stralfors.dk/vores-losninger/selvbetjening/laes-ind-service/.

In the absence of any statement to the contrary in the present Terms of Business, or any separate agreement with PostNord Strålfors, the applicable General Terms and Conditions ("SGB") for PostNord Strålfors, which are available online at www.stralfors.dk, shall likewise apply.

The present Terms of Business and SGB apply irrespective of whether the purchase of the Read In service is made via a customer service agreement with PostNord Strålfors A/S, or on an ad hoc basis.

2. Prices and terms of payment

2.1 Invoicing

If a prepayment agreement has been concluded pursuant to sub-paragraph 4, the Customer will be invoiced immediately after entering such an agreement. If no prepayment has been concluded, the Customer 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 for the issuer of the invoice submitted. A personal identification number (CPR number) can only be used for the issuer in cases where a prepayment agreement has been concluded.

2.2 Payment

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.

Prices for issuing invoices, including for the return of incorrect invoices or materials, etc. (the Service, cf. sub-paragraph 3 of the Terms of Business for Read In) 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: <https://www.stralfors.dk/vores-losninger/selvbetjening/laes-ind-service/>.

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.

3. Read In service

3.1 Background

PostNord Strålfors A/S offers to scan invoices from suppliers to enterprises and public authorities 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 in accordance with the IT Information Security Standard ISO 27001:2013.

3.2 Definitions

- **Business days:** Monday through Friday, with the exception of public holidays and May 1, 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' Read In 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' Read In 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.
- **Nemhandel:** Public digital infrastructure under the Danish Business Authority for use in the exchange of business documents with public authorities and certain private enterprises.

3.3 The service

PostNord A/S converts the Customer's physical or electronic invoices into Electronic Invoices in OIOUBL format. The Invoices received are scanned and the part of the Relevant Data that is stated on the Invoice undergoes electronic data capture. Relevant Data that cannot be captured electronically are entered manually. The scanned/entered data are transferred electronically, in the form of an OIOUBL document, to Nemhandel. Nemhandel subsequently, on behalf of the Supplier and in accordance with the separate terms agreed between the Supplier and Nemhandel, forwards the data to the Recipient's reception system. PostNord Strålfors A/S may use non-attributable information from the Invoices and Relevant Data received to optimize and improve the service and the underlying production systems. Original invoices are shredded on completion of processing.

3.4 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.

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

3.5 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 Nemhandel for any other reason, the Invoice will be returned to the invoice issuer (the Supplier) by post or by email at this party's expense.

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

PostNord Strålfors A/S calculates a fee for returning Invoices and other material submitted.

Physical Invoices are to be sent to the following Read In address:

PostNord Strålfors A/S
Læs Ind service
7997 Fakturascanning

Letters containing Invoices that are sent to the PostNord Strålfors A/S Read In 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 Read In service and will be returned to the sender.

Instead of submitting Invoices in hard-copy format, you can send them by email as PDF attachments. The following email address is to be used for this purpose:

fakturascanning@datascanning.dk.

Receipts are not issued for Invoices received.

Multiple Invoices may be submitted 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 day of reception so as to comply with the delivery deadline, cf. sub-paragraph 3.7.

3.6 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 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.

3.7 Service targets

The Electronic Invoice to be sent to Nemhandel no later than the third Business Day after the original Invoice was received by PostNord Strålfors A/S.

4. Prepayment agreement

4.1 Registration, prices, invoicing and payment

If you wish to pay in advance to use PostNord Strålfors A/S' Read In service, you need to enter into a separate agreement directly at: www.stralfors.dk/vores-losninger/selvbetjening/laes-ind-service.

When registering for PostNord Strålfors A/S' Read In service, you are required 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.

Price-related reservations apply to invoices that deviate significantly from the provisions stated in sub-paragraph 3.6. Extra fees are therefore payable for handwritten Invoices, or for Invoices with colored reading fields, raster printed Invoices or needle printed Invoices, for example.

5. 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.

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 having received written notification of the error or defect in question.

7. Liability and compensation

7.1 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. The Supplier is 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.

7.2 Delay

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

7.3 Errors and deficiencies

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

7.4 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.

7.5 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.

7.6 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, pandemic, 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.

7.7 Complaints

Complaints and claims for compensation must be submitted to PostNord Strålfors A/S without undue delay and no later than six months after submission of the Invoice to which the complaint or claim relates. Complaints and claims for compensation not submitted within this deadline will be forfeited.

8. Data processing

Pursuant to sub-paragraph 20.2 of SGB, the following instructions have been established between the Customer and PostNord Strålfors. PostNord Strålfors only processes the personal data supplied on the basis of instructions from the Customer.

8.1 Instructions and Purpose

The Customer's instructions refer to the processing of the personal data that the Customer transfers to PostNord Strålfors in order to fulfil the purpose of the data processing.

The purpose of the data processing is to provide the service stated in sub-paragraph 3.3. PostNord Strålfors is not entitled to process the contents of a Consignment for any purpose other than this or another objective agreed separately in writing between the parties.

8.2 Categories of processing activities and data

PostNord Strålfors' processing of personal data on behalf of the Customer in connection with provision of the Service comprises the following categories of processing activities:

- Reception, preparation, scanning and processing of physical Invoices
- Reception and processing of Invoices submitted in PDF format
- Where necessary, manual entry of data that have been read incorrectly in the software solution (i.e., during scanning)
- Where necessary, additional processing of personal data, should such be required in connection with customer support

In principle, no processing of personal data is performed in the Service. Invoices may, however, contain names of people in the invoice recipient or free text fields if these have been added by the Customer and, as such,

have not been determined by, nor are known to, PostNord Strålfors. In such cases, these data will be scanned, registered and transferred to the Electronic Invoice.

8.3 International data transfer, duty of confidentiality, security measures, sub-processors and support for and supervision of the Data Controller

PostNord Strålfors is not permitted to transfer data to third countries or to international organizations unless this is required under pertinent legislation. In such cases, PostNord Strålfors shall notify the Customer of this legal obligation prior to processing, unless the law in question prohibits such notification out of consideration to significant societal interests.

PostNord Strålfors shall ensure that all persons who are authorized to process personal data in connection with the purpose of the data processing are subject to appropriate confidentiality obligations.

PostNord is entitled and obliged to make decisions regarding which technical and organizational security measures are to be applied in order to establish the requisite level of security.

PostNord Strålfors maintains information security on the basis of legal requirements, standards in the area and good data processing practice. The purpose is to ensure durable confidentiality, integrity, accessibility and robustness of processing systems and services so as to ensure that personal data are not lost nor become accessible to unauthorized parties, as well as to prevent damage or injury to data subjects.

PostNord Strålfors has the Customer's general consent to commission sub-processors for the data processing operations, as long as this is necessary to fulfil the purpose of the processing.

9. Assignment of rights and obligations

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, or to companies affiliated to the Group. PostNord Strålfors A/S is entitled to engage subcontractors to perform specific tasks.

The Customer cannot, without the express consent of PostNord Strålfors A/S, assign his rights and obligations under the agreement to a third party.

10. Venue and governing law

The present agreement is subject to Danish law, except as regards the regulations of private international law in Danish law.

The venue for any dispute between the Customer and PostNord Strålfors A/S with regard to the present agreement is the City Court of Copenhagen (*Københavns Byret*).