

Special Terms and Conditions

We Mail Standard

General information

These Special Terms and Conditions apply to the We Mail Standard service (hereinafter called "the Service").

The Customer ("Customer") must have entered into a Customer Agreement ("Customer Agreement") in regard to the Service with PostNord Strålfors A/S ("PostNord Strålfors").

1. Definitions

Working Day: Weekdays that are not public holidays and with the exception of such days as are customarily full- or half-day holidays in the country where the Service is provided.

Letter Template: The Customer's material in physical or electronic form, which constitutes the basis for setting up the layout and regulations for the provision of the Service.

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

Technical Specification for We Mail Standard: Document containing instructions for the Customer with regard to the Service, prepared by PostNord Strålfors, and which may only be updated and amended by PostNord Strålfors. The version in effect at any time is available at www.stralfors.dk/vilkaar.

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

Data: The Customer's material in electronic format and in the agreed file format as set out in the Technical Specification for We Mail Standard.

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 4.1 and PostNord Strålfors' instructions.

2. Scope of the Service

The Service consist of the printing and enveloping of the Data that the Customer has submitted to PostNord Strålfors in electronic format, as well as the preparation, sorting, transport and hand-over of the physical consignments to the Postal Operator, who will then handle the distribution of the consignments to recipients both in Denmark and abroad. The specific scope of the contents of the Service is stated in the Customer Assignment.

2.1 Printing and enveloping

PostNord Strålfors handles the incoming Data, printing, enveloping and sorting of items for the Postal Operator. The Service includes standard white paper double-sided printing (duplex), color (Business Colour, duplex) 4/4 and the standard We Mail envelope with postage paid label and postage.

2.2 Quality assurance

SRM (PostNord Strålfors Reliable Mailing) refers to a function that increases the accuracy of the enveloping process. The function involves using optical reading to check each and every printed and enveloped item against data about the item in question in the Customer's database, allowing incorrect items to be identified, removed and reprinted.

2.3 Delivery to distributor

PostNord Strålfors is responsible for transporting, delivering and preparing (B68 or BLK18) of the items of consignments to the Postal Operator. PostNord Strålfors makes sure to frank the printed and enveloped letters with PP printing before handing over to the Postal Operator according to their terms and conditions and potential special agreements with the Customer. PostNord Strålfors is the sender to the Postal Operator. PostNord Strålfors invoices the Customer for postage used, including VAT.

Strålfors provides, at the Customer's expense, notification about consignments in accordance with the Postal Operator's special terms and conditions for the service and PNSGTC.

3. PostNord Strålfors' undertakings

3.1 Connection

PostNord Strålfors is to connect the Customer in the manner described in the Customer Assignment and the Technical specification for We Mail Standard.

If, in the opinion of PostNord Strålfors, the Customer has failed to provide information or measures necessary to the connection, PostNord Strålfors shall be entitled to interrupt the connection until such necessary information has been provided or the relevant measures adopted.

PostNord Strålfors is entitled to charge extra for reasonable time spent on connecting the Customer or for delays attributable to the Customer – late deliveries, for example – and for any other activity or measure that PostNord Strålfors performs according to a separate agreement with the Customer or at the Customer's request. The extra charge will be calculated per hour, according to the hourly rates stated in the PostNord Strålfors price list in effect at any time.

If the Customer wishes to make changes that involve having to reestablish the connection either fully or in part, PostNord Strålfors will be entitled to compensation in accordance with the hourly rates charged by PostNord Strålfors at any time. Any such changes must be agreed in writing between the parties in the Customer Assignment.

3.2 Franking

PostNord Strålfors will apply PP franking to the printed and enveloped letters.

However, if the Customer by an own agreement has selected distribution via a different postal distributor than the Postal Operator, the Customer must agree on franking directly with this postal distributor. In such cases, PostNord Strålfors is not responsible for franking the letters.

3.3 Delivery time

If the Data is delivered to PostNord Strålfors no later than 06:00 on Working Days, hand-over for distribution to the Postal Operator will take place the same day, and distribution to the addressees will be performed in accordance with the Postal Operator's terms and conditions for the chosen distribution service in effect at any time.

In case of one-time shipments of more than 10,000 letters C5 or 2,000 letters C4, per production day, outside of the submitted Production Plan, prior notification must be made by the Customer to PostNord Strålfors no later than three (3) Working Days before the start of production. PostNord Strålfors reserves the right to thereafter set a delivery time.

PostNord Strålfors is responsible for ensuring that sorting is performed in accordance with the Postal Operator terms and conditions for the consignment type stated and debited in accordance with the PostNord Strålfors' Price List based on the Postal Operator's current prices for minimum volume.

4. The Customer's obligations

4.1 Production Plan

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 | 1 December | Subsequent calendar year and, if there is no previous Production Plan, up to the end of the year. |
| Updated/changed Production Plan or Production Plan for new assignments | Not later than 10 Working 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, changes, or missing 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 claim any compensation or damages from PostNord Strålfors and PostNord Strålfors is relieved of all responsibility. The customer is, in these cases, not entitled to assert any remedies for breach of contract against PostNord Strålfors, including any compensation, and thus PostNord Strålfors disclaims any liability for this.

If the Customer delivers less than forecasted by Customer, then PostNord Strålfors will invoice a minimum of 50% of the forecasted volume for the period. If the Customer delivers more than forecasted by the Customer, PostNord Strålfors will set the delivery time, but with an urge to deliver as soon as possible.

A template for the Production Plan is available at stralfors.dk/vilkaar.

4.1.1 Deviations from the Production Plan

Deviations from the Production Plan contained in the Data at the time of submission to PostNord Strålfors and changes of the submission date must be notified not later than ten (10) Working Days prior to the relevant submission date. If notification is not made in time, delays can arise. Notifications of changes in the Production Plan are made to the agreed contact person at PostNord Strålfors.

4.2 Data

The Customer is to submit the Data in the manner specifically agreed, in accordance with the Technical Specification for We Mail Standard and any other documentation provided by PostNord Strålfors.

The Customer is responsible for ensuring that the Data is complete and correct, that it is provided at the agreed time, the correct format and layout, and that it does not in any way conflict with applicable laws, statutory orders or public authority regulations; nor may the Data contain data that may damage PostNord Strålfors' equipment or software, or cause damage to PostNord Strålfors in any other manner.

PostNord Strålfors acknowledges receipt of the data by issuing a status update either by the Connect platform or if send via SFTP then by email.

If the Data is so incomplete or error filled that PostNord Strålfors considers production to be impossible, PostNord Strålfors is to contact the Customer to give the Customer the opportunity to supplement the basis or deliver a new version. PostNord Strålfors is in no way liable for any delays or errors that may occur in such cases. If, in PostNord Strålfors' judgement, shortfalls in the Data can be corrected by PostNord Strålfors, then PostNord Strålfors has the right – but not the obligation – to make such corrections for separate compensation according to the PostNord Strålfors price list in effect at any time.

4.3 Customer Assignment

The assignment covered by the Customer Agreement is stated in the respective Customer Assignment attached to the Customer Agreement. If the Customer wishes to add new Customer Assignments during the contractual period that involve changes which in PostNord Strålfors' judgement affect the basis for the agreed prices, terms and conditions laid down in the Customer Agreement, such changes must be based on a written supplementary agreement.

4.4 Material

Printing is performed in A4 format on standard 80 g paper and enveloping is performed using standard C5 envelopes, however consignments including more than 8 sheets will be enveloped in C4 envelopes. Consignments including more than 40 sheets will be handled in the manner most appropriate to the distribution. Prices are stated in the Price Appendix.

4.5 Colour

Printing is performed in four colours with high volume print according to Technical Specifications.

4.6 Suspension of production

Once PostNord Strålfors has received the Customer's Data, production cannot be suspended.

4.7 Address in the envelope window

The addresses of the recipient and the sender are to be stated on the letter such that they appear in the envelope window according to the Technical Specification.

4.8 Return address

The Customer must ensure that the letters can be provided with a proper Danish return address according to Technical Specification for We Mail Standard. In the event that a letter is returned to PostNord Strålfors due to an improper return address, PostNord Strålfors has the right to destroy the letter and invoice if it implies significant costs.

5. Distribution of the physical letters

PostNord Strålfors hands the printed and enveloped letters over to the Postal Operator.

Distribution of the physical letters is performed according to the terms and conditions of the Postal Operators, with regard to aspects including delivery times, shipping methods and delivery points. PostNord Strålfors is in no way liable with regard to the distribution of the letters, why the Customer is not entitled to assert any remedies for breach of contract against PostNord Strålfors, including any damages, and PostNord Strålfors is thus exempt from any liability.

6. Production shutdown

PostNord Strålfors has the right to shut down its production system in order to perform service procedures and upgrades, which to the greatest extent possible are to be scheduled so as not to affect performance of the Service. If possible, the Customer shall be given advance notice of planned system shutdowns.

The Customer understands and accepts that the services may be unavailable from time to time due to planned and/or unplanned shutdowns for necessary service and maintenance of the services and/or the PostNord Strålfors system. PostNord Strålfors accepts no liability for errors or delays that occur during such shutdowns.

In order to prevent obstacles to production, PostNord Strålfors is to ensure that backup routines exist.

To the extent that the Customer's use of the Service should cause technical or other inconveniences for PostNord Strålfors or another customer, PostNord Strålfors reserves the right to limit or to close down the Service with immediate effect.

7. Prices

A one-time fee is payable for the implementation of the Customer to access the Service. The price is defined by the type of set-up selected.

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

The customer also pays for the Delivery Service, which includes preparation, transport and delivery to the Postal Operator, as well as payment of postage in accordance with PostNord Strålfors' current price list.

The price is dependent on the number of sheets in the letter.

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.

If the Customer wishes to make changes to the format etc. the associated work will be invoiced based on the time spent according to PostNord Strålfors current price list.

Prices for the Service and any supplementary services are stated in the Customer Agreement or prevailing price lists published (in Danish) at www.stralfors.dk/vilkaar.

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

8. Liability

The applicable terms and conditions of liability are set out in PNSGTC.

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

In cases where the Customer claims renewed production or an investigation into an error the Customer suspects was caused by PostNord Strålfors, but which proves to have been caused by the Customer, or if it transpires there was no error, PostNord Strålfors shall be entitled to claim compensation for the extra measures taken, in accordance with the PostNord Strålfors price list in effect at any time.

PostNord Strålfors' liability ceases on handing over the printed and enveloped letters to the Postal Operator. PostNord Strålfors is in no way responsible for the delivery of the letters, which is why the Customer is precluded from asserting remedies for breach of contract, including damages, against PostNord Strålfors.

9. Complaints

In the event of alleged defects in the printing and enclosing service, the Customer must submit a complaint without undue delay after having identified the defect(s) in question, and no more than three months after submitting the Data to PostNord Strålfors, cf. Section 17 of PNSGTC. Failure to submit a complaint in a timely fashion will result in the Customer forfeiting the claim.

In the event of alleged defects in the distribution – including delays, losses or other issues involving the Postal Operator – the Customer must submit a complaint directly to the Postal Operator.