

# PostNord Strålfors General Terms and Conditions (PNSGTC)

Applicable commencing 2021-01-01. See [www.stralfors.dk/vilkaar](http://www.stralfors.dk/vilkaar)

## 1 Scope

1.1 These General Terms and Conditions (hereinafter referred to as "PNSGTC") govern services which PostNord Strålfors A/S and other companies in the PostNord Strålfors AB group ("PostNord Strålfors") perform in accordance with a specific agreement (the "Agreement") which refers to PNSGTC.

1.2 Any deviation from PNSGTC is conditional upon a specific agreement to that effect by PostNord Strålfors and the Customer. Such an agreement shall take precedence over these PNSGTC.

## 2 Definitions

**Agreement:** The agreement as well as appendices appurtenant thereto which refer to these general terms and conditions (PNSGTC).

**Material:** Material, Customer Order, Production Plan and/or Production Documentation which is necessary for production/provision of the services.

**PostNord AB group:** Each company and other legal entity in which PostNord AB (publ), or another company which may replace PostNord AB as the group's parent company, directly or indirectly exercises an operative influence from time to time.

**PNSGTC:** PostNord Strålfors General Terms and Conditions applicable from time to time, which are available at [www.stralfors.dk/vilkaar](http://www.stralfors.dk/vilkaar).

**PostNord Strålfors AB group:** Each company and other legal entity in which PostNord Strålfors AB exercises a direct or indirect operational influence 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 PNSGTC 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](http://www.stralfors.dk/vilkaar).

## 3 Prices

The Customer shall pay prices and fees in accordance with the Agreement. All prices and fees are stated exclusive of VAT. PostNord Strålfors can, without notice, adjust prices annually until 1 January in line with the percentage change in the net price index for the previous year October to October.

## 4 Payment terms and conditions

4.1 Unless otherwise provided in Special Terms and Conditions, payment shall be made not later than ten (14) days from the date of invoice.

4.2 The due date is the date on which the payment must be booked on the account designated on PostNord Strålfors' invoice.

4.3 PostNord Strålfors may charge an invoicing fee. The invoicing fee, where applicable, shall be stated on the invoice.

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

4.5 Where the Customer fails to pay the invoice in due time, PostNord Strålfors shall be entitled to penalty interest on arrears pursuant to law and reminder fees.

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

4.7 Any complaint regarding errors in an invoice or other payment demand from PostNord Strålfors must be made within a certain time in order to be asserted against PostNord Strålfors; see section 17.

## 5 Generally regarding PostNord Strålfors' undertakings

5.1 PostNord Strålfors undertakes, during the contract term, to provide services in accordance with the Special Terms and Conditions applicable from time to time, agreed specifications, and otherwise in accordance with the Agreement. PostNord Strålfors shall perform its undertakings under this Agreement with care and otherwise in a professional manner.

5.2 PostNord Strålfors shall be entitled to engage subcontractors for performance of its undertakings under this Agreement. PostNord Strålfors shall be liable for the subcontractor's performance of such undertakings.

5.3 PostNord Strålfors shall ensure that data is stored at PostNord Strålfors pursuant to PostNord Strålfors set rules for data security such that nothing is lost and no unauthorised party gains access thereto. PostNord Strålfors shall not be liable for transfer errors, distortion or loss of data or otherwise for security in conjunction with transfer of data in the telephone network, via the Internet or via its own connection. The Customer shall be liable for its own communications solutions pursuant to section 8.

5.4 To the extent that the Customer wishes PostNord Strålfors to handle and administer contact with the distributor of postal items or goods selected by the Customer, e.g.

notification, PostNord Strålfors can undertake to do so in accordance with the Customer's instructions. The Customer shall ensure that PostNord Strålfors is informed of the Customer's distributor's current sorting instructions, deadlines, requirements and rules for notification, etc. The Customer shall be obliged to perform, correctly and in due time, the prerequisites which PostNord Strålfors deems necessary for PostNord Strålfors to perform the service ordered by the Customer in respect of contact with the Customer's distributor. PostNord Strålfors shall be entitled to invoice the Customer for time expended in establishing routines and systems, as well as the maintenance thereof, and for time expended in carrying out the day-to-day routines necessary for notification, other contact, or handling of the Customer's distributor. PostNord Strålfors shall have no liability for additional costs incurred due to delayed, erroneous or missing notification or suchlike unless PostNord Strålfors has itself caused the event which led to the delayed, erroneous or missing notification or suchlike.

## 6 Infringement of intellectual property rights

6.1 PostNord 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, PostNord Strålfors shall, at its own expense, assume the action and defend the Customer against such claims. PostNord Strålfors' undertakings shall only apply provided that the Customer

- (i) immediately notifies PostNord Strålfors in writing of the claim;
- (ii) affords PostNord Strålfors access to all relevant and correct information and documentation which PostNord Strålfors may need to supervise the defence; and
- (iii) to a reasonable extent cooperates with PostNord Strålfors in conjunction with judicial and settlement proceedings.

Provided that the Customer complies with the foregoing, PostNord Strålfors shall compensate the Customer for costs and damages which the Customer may, by virtue of a settlement approved by PostNord Strålfors or court judgment, may become liable to pay to a third party as per section 6.1 above.

6.3 PostNord Strålfors shall

have no liability under this section 6 in respect of claims based on:

- (i) such Material or otherwise which the Customer provides or when PostNord 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 Generally regarding PostNord Strålfors' liability and limitations of liability

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

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

7.3 PostNord Strålfors shall also not be liable if contractual performance is wholly or partly hindered by circumstances beyond PostNord Strålfors' control and which PostNord Strålfors could not reasonably have been expected to foresee and the consequences of which PostNord Strålfors could not reasonably have avoided or overcome.

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

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

7.6 Unless otherwise stated in the Agreement, PostNord 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 PostNord Strålfors be liable for indirect or consequential loss, such as lost profits, lost markets, or other similar damage or loss.

## 8 Generally regarding the Customer's undertakings and liability

8.1 The Customer shall ensure that necessary permits from governmental authorities and other third parties are in place and that any fees in conjunc-

tion with utilisation of the service which are payable to any party other than PostNord 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 therefor.

8.3 The Customer shall itself procure the line and telephone services required in order to communicate with PostNord Strålfors or a third party. The Customer shall pay all line and telephony costs for such communication. PostNord Strålfors are not liable for communication and telephone services.

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

8.5 To the extent the Customer shall provide Material the Customer shall be responsible for Material as follows:

- The Material shall be sent to PostNord Strålfors in an agreed format and shall carry no virus or otherwise risk damaging or having a negative impact on PostNord Strålfors' services or systems.
- The contents of the Material shall be complete and meet the requirements set forth in the Agreement. The Customer shall be responsible for making backup copies of the Material sent to PostNord Strålfors.
- The Material may not infringe any copyright, trademark, or other intellectual property rights.
- The Material may not violate any act, ordinance, public authority instruction, use, or custom, e.g. the Danish Marketing Practices Act and generally accepted marketing practices.
- The Material may not risk causing offence.
- The Material may not contain personal data in violation of the Personal Data Act (Dan: Persondatalovgivning).
- The Material may not contain incorrect information.
- The Material may not contain elements of pornography, violence, or incitement against ethnic groups.

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 the provision of the Material.

8.7 Where PostNord Strålfors is of the opinion that the Material or the Customer's use of the service in general is in violation of the provisions of section 8.5, 8.6 or that which is otherwise agreed, the Customer must immediately effect rectification. In the event PostNord Strålfors considers such rectification to be insufficient, PostNord Strålfors shall be entitled to terminate the Agreement prematurely pursuant to section 16.

## 9 Events that requires action

In the event that PostNord Strålfors, in the performance of the services, is obliged to act without first obtaining instructions from the Customer or, where applicable, the recipient, such actions shall be deemed to be taken on behalf of the Customer or the recipient, and such party shall bear the risk thereof.

## 10 Intellectual property rights and software

10.1 All intellectual property rights and technical solutions (including templates and layouts) regarding Strålfors' services and related software are the property of PostNord Strålfors and are not assigned to the Customer; nor may they be used by the Customer in any manner other than as expressly permitted by this Agreement.

10.2 Accordingly, the Customer may not make available to the general public systems, programs, methods, documentation, and suchlike. Nor may the Customer modify, develop, or sub-licence the services or appurtenant software.

10.3 Where PostNord Strålfors provides software, the Customer shall only be entitled to utilise such software in conjunction 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 immediately returned to PostNord Strålfors.

## 11 Confidentiality

11.1 PostNord Strålfors and the Customer may not inform third parties regarding the Agreement unless otherwise agreed in writing. The aforementioned shall only apply unless otherwise prescribed by law. However, both parties shall be entitled to provide such information regarding the Agreement as required to enable a supplier or service provider to perform its services. Such information shall not include price information. The supplier or service provider which receives information regarding the Agreement must also be required to comply with the confidentiality provisions above. PostNord Strålfors may inform other PostNord Strålfors companies in respect of the Agreement.

11.2 Where either of the parties is required to notify a public authority of the Agreement, such shall occur with a request that the Agreement be classified as confidential while lodged with the public authority. In the event of such notification, the other party shall be notified in writing.

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

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

## 12 Amendments and supplements

12.1 PNSGTC and the special terms applicable to the Agreement (jointly the "Customer Terms") are published on [www.stralfors.dk/vilkaar](http://www.stralfors.dk/vilkaar). The Customer is responsible for keeping apprised of the applicable Customer Terms. The Customer is aware and acknowledges that the Customer Terms may be amended. Amendment may take place in any of the following ways.

12.2 The Customer Terms may be amended once per year through publication on 1st December on [www.stralfors.dk/vilkaar](http://www.stralfors.dk/vilkaar). The amendment is described in conjunction with the publication. The amendment normally enters into force on 1st January of the subsequent year, unless a later date is stated. When an amendment enters into force, the new version of the term shall be applicable. If the Customer does not wish to accept the amendment, the Customer shall be entitled to terminate the Agreement immediately. In such a case, the Customer must notify PostNord Strålfors thereof not later than the final weekday prior to the amendment date.

12.3 Notwithstanding the provisions of the preceding paragraph, PostNord Strålfors shall be entitled to amend the Customer Terms on other and/or more occasions than stated above where PostNord Strålfors believes that the amendment is necessary. In such cases and in those cases where PostNord Strålfors and the Customer have agreed that the preceding paragraph shall not be applied, amendment shall take place in the following manner. PostNord Strålfors shall send notice to the Customer at least 30 days prior to the entry into force of the amendment. If the Customer does not wish to accept the amendment, the Customer shall be entitled to terminate the agreement on the day on which the amendment enters into force with respect to the service or services affected by the amendment. In such case, the Customer must notify PostNord Strålfors thereof not later than the final weekday prior to the amendment date.

12.4 PostNord Strålfors shall not be entitled to apply the provisions of the preceding paragraph 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 where effected through a written document (referred to as Supplemental Agreement) which must be signed by authorised representatives of the parties.

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

## 13 Notices

All notices from one party to the other party must be sent to the address specified in the Agreement, or to a new address as specified subsequent to the execution of the Agreement, or otherwise to the last known address.

## 14 Changed circumstances

The Customer must inform PostNord Strålfors in respect of changes – especially with regard to name or company name, address, and where applicable, credit cards and account numbers for direct debit transfers - which, taking into account agreements between the parties, are of significance for PostNord Strålfors. All changes must be notified in good time.

## 15 Assignment

15.1 The Customer's rights and obligations in accordance with the Agreement may not be assigned to a third party without PostNord Strålfors' written consent. A new agreement must be executed in the event of any change in the corporate form of the Customer.

15.2 PostNord Strålfors shall be entitled, without the Customer's consent, to assign its rights and obligations, in one or more stages, in whole or in part, to any company within the PostNord 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 demand therefor;

- The other party has entered into liquidation, petitions for or has been placed into bankruptcy, commences proceedings for a company reorganisation, enters into composition negotiations, suspends its payments, or may be deemed to be insolvent.

- The other party is in default of 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 demand for rectification of the breach.

16.2 PostNord 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 are strong reasons to suspect that payment will not be made in time.

16.3 The Customer shall not be entitled to a refund of payments made due to the premature termination of this Agreement by PostNord Strålfors in accordance with this section. In the event the Agreement is terminated as prescribed in the ordinary provisions governing termination, fees paid for a service shall be refunded insofar as such fees relate to the period after the Agreement has ceased as regards such service.

## 17 Notice of complaint

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

17.2 Complaints shall be made to Strålfors without unreasonable delay. Remarks and claims cannot 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 PostNord Strålfors must be made not later than the due date.

## 18 Limitations period

18.1 Claims against PostNord Strålfors must be brought within a period of one year from the day specified below. Where claims are not brought within the prescribed period, the right to bring 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

PostNord Strålfors has a legal right (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 PostNord Strålfors performance does not consist of final performance, the Customer shall, on its own initiative and without delay, submit the prescribed number of copies in the prescribed format free of charge to PostNord Strålfors.

## 20 Processing of personal data

PostNord Strålfors is to be considered to be a personal data processor.

20.1 Within the framework of fulfilment of the Agreement with the Customer, PostNord Strålfors may process personal data on behalf of the Customer. The categories of personal data and the categories of persons registered that will be processed in the fulfilment of the Agreement are set out in one or more of the following: the Agreement, the service descriptions and the special terms and conditions for the services covered by the Agreement from time to time.

The personal data that will be processed is contact information such as name, address, postal address, telephone number, social security number and e-mail address in order to perform the service.

If the Data Processor is processing invoices for the Customer, the following additional data will be processed; customer number and payment information such as invoice reference.

If the Customer will send other personal data for processing to the Data Processor, an instruction must be established.

Depending on which personal data the customer chooses the Data processor to process, there may also be sensitive personal data such as personal health data, membership in a trade union and court decisions. In the case sensitive personal data will be processed an instruction must be established.

The personal data is deleted within 90 days after processing has been completed by the Data Processor.

PostNord Strålfors will also process personal data for the Customer's and its partners' employees and hired consultants to deliver according to the Agreement. For this processing, PostNord Strålfors is the Data Controller. The personal information that will be processed is contact information such as name, email address and telephone number.

20.2 PostNord Strålfors undertakes only to process such personal data to which PostNord Strålfors is given access during the Agreement in accordance with the Agreement as well as any other instructions documented by the Customer. PostNord Strålfors undertakes to fulfil the obligations deriving from GDPR, including those in Article 28.3 a)-h) GDPR.

20.3 PostNord Strålfors has a general right to engage subcontractors for the performance of PostNord Strålfors' personal data processing under the Agreement. To the extent that PostNord Strålfors engages subcontractors (sub-processors) who will process the Customer's personal data, the following shall apply. PostNord Strålfors shall on request notify the Customer of any plans to engage new sub-processors or to replace sub-processors so that the Customer has the opportunity to object to such changes. In relation to the sub-processors who are engaged, PostNord Strålfors shall enter into agreements on the processing of personal data on the same terms and conditions as in this clause 20. If PostNord Strålfors engages subcontractors in a third country, PostNord Strålfors undertakes to make sure that a legal basis exists for the transfer to the third country in accordance with applicable data protection legislation.

20.4 PostNord Strålfors' liability for any damage in connection with PostNord Strålfors' obligations under this clause 20 shall not, for each year of the contract, exceed the equivalent of fifteen (15) % of what the Customer is billed by PostNord Strålfors during the contract year in question.

20.5 The parties are in agreement that PostNord Strålfors' compensation during the Agreement does not include compensation for PostNord Strålfors' actions and activities that are required to comply with this clause 20. PostNord Strålfors shall have the right to compensation on an open account basis for any work and documented costs for undertaking action and activities in accordance with this clause 20.

## 21 Disputes

21.1 The Agreement shall be governed by Danish law.

21.2 Any disputes about how the Agreement and related legal relationships are interpreted and regulated shall, to the extent that they cannot be settled through negotiation between the parties, be decided by the City Court of Copenhagen as the first instance.