

PostNord Strålfors General Terms and Conditions (SGTC)

Applicable from January 1, 2018 See www.stralfors.dk/vilkaar

1 Scope

1.1 These general terms and conditions (hereinafter referred to as "SGTC") govern services that PostNord Strålfors A/S and other companies in the PostNord Strålfors AB group ("PostNord Strålfors") perform on the basis of specific agreements ("the Agreement") that refer to SGTC.

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

2 Definitions

The Agreement: An agreement, and all associated appendices, that refers to these general terms and conditions (SGTC).

Data: Data files that are sent to PostNord Strålfors from the Customer and constitute the underlying production material for the production/provision of the services by PostNord Strålfors.

Material: Material information, task specifications, production plans and/or annexes required for the production/provision of the services.

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

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

PostNord Strålfors AB group: Every company and any other legal entity over which PostNord 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 various services 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 the prices and fees defined in the Agreement. All prices and fees are listed without 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 Terms and conditions of payment

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

4.2 The due date is the payment date defined for the Customer in the Agreement or the SGTC.

4.3 PostNord Strålfors is entitled to charge an invoicing fee. This invoicing fee, if 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 to this. If PostNord Strålfors sends an invoice to the wrong address because the Customer has failed to inform PostNord Strålfors of a change of invoicing address, PostNord Strålfors may re-issue the invoice at 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 In the event that the Customer fails to pay an invoice in due time, PostNord Strålfors shall be entitled to request the payment of default interest and a late fee, pursuant to the relevant law.

4.6 Companies in the PostNord Strålfors AB group shall be entitled to assign claims and the right to invoice and receive payments relating to the Agreement to another company.

4.7 Any complaint about errors in an invoice or other payment demands issued by PostNord Strålfors must be submitted within a reasonable period of time in order to be asserted against PostNord Strålfors, see section 17.

5 General information about PostNord Strålfors' obligations

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

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

5.3 PostNord Strålfors shall ensure that data held at PostNord Strålfors is stored in accordance with the PostNord Strålfors rules for data security

so that no data is lost and no unauthorized party gains access to the data. Data that is received is stored for one (1) month and then deleted. PostNord Strålfors shall not be liable for transfer errors, distortion or loss of data or otherwise for security regarding the transmission of data via the telephone network, via the internet or via own connections. Pursuant to section 8, the Customer shall be liable for its own communication solutions.

5.4 To the extent that the Customer wants PostNord Strålfors to handle and administer contact with a supplier of postal items or cargo as chosen by the Customer, e.g. regarding provision of notifications, PostNord Strålfors undertakes to do so in accordance with the Customer's instructions. The Customer is obliged to inform PostNord Strålfors of current sorting instructions, deadlines, requirements and rules for notification etc. pertaining to the supplier chosen by the Customer. The Customer is obliged to correctly and in due time fulfill the requirements deemed necessary by PostNord Strålfors in order for PostNord Strålfors to perform the services for the Customer in respect of the contact to the Customer's supplier. PostNord 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. PostNord Strålfors is not liable for additional costs incurred due to delayed, erroneous or a lack of notification or the like, unless PostNord Strålfors itself has caused the delayed, erroneous or lack of notification or the like.

6 Infringement of intellectual property rights

6.1 PostNord Strålfors shall ensure that the Customer can utilize the services in accordance with the terms and conditions stated in the Agreement, and that the Customer's utilization of the services does not constitute infringement of any third party patent, copyright, protected design, or rights to the design of semiconductor products. The Customer shall not be entitled to seek any remedy as a result of infringements beyond what is defined in this section 6.

6.2 If a claim for an infringement is made against the Customer pursuant to section 6, due to the Customer's utilization of the services in Denmark, PostNord Strålfors shall, at its own expense, conduct litigation and defend the Customer against such claims. PostNord Strålfors' obligation in this regard shall only apply if the Customer

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

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

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

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

6.4 PostNord Strålfors shall have no liability under this section 6 in respect of claims relating to

(i) Data or other information provided by the Customer or if PostNord Strålfors uses specifications, designs or instructions provided by the Customer or a third party on behalf of the Customer;

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

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

7 General information about PostNord Strålfors' liability and limitations of liability

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

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

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

7.4 The aforementioned shall also apply if 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 a circumstance.

7.5 PostNord Strålfors shall not be liable for defects or delays resulting from the Customer's failure to fulfill its obligations 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 non-achievement of profit, lost market share, or other similar damage or loss.

8 General information about the Customer's obligations and liability

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

8.2 To the extent that the service entails the Customer providing equipment or software, the Customer shall be liable for these elements.

8.3 The Customer shall itself subscribe to the communication and telephony services required in order to communicate with PostNord Strålfors or a third party. The Customer shall pay all costs in connection with such communication. PostNord Strålfors is not responsible for communication and telephony services.

8.4 The Customer undertakes to indemnify PostNord Strålfors for all costs and any other damage incurred by PostNord Strålfors as a result of the Customer's utilization of the services in contravention of the Agreement.

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

- The Data 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 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 PostNord Strålfors.
- The Data may not infringe any copyrights, trademarks, or other intellectual property rights.
- The Data may not violate any act, regulation, public authority instruction, use or custom, e.g. the Danish Marketing Practices 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 the 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 that are caused by the content of the Data or transfer of the Data, or by the Customer's delay in provision of the Data.

8.7 If PostNord Strålfors decides that the Data or the Customer's use of the service in general is in violation

of sections 8.5 and 8.6 or that which is otherwise agreed, the Customer shall effect rectification immediately. In the event that PostNord Strålfors subsequently considers such a rectification to be inadequate, PostNord Strålfors shall be entitled to terminate the Agreement pursuant to section 16.

9 Events that requires action

In the event that PostNord 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 or the recipient.

10 Intellectual property rights and software

10.1 All intellectual property rights and technical solutions inclusive of templates and layouts regarding PostNord Strålfors' services and associated software are the property of PostNord 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 systems, programs, methods, documentation and the like available to the general public. Nor may the Customer modify, develop, or sub-license the services or the relevant software.

10.3 In the event that PostNord Strålfors provides software, the Customer shall only be entitled to utilize such software in connection with the service and only for such time as the Customer has access to the service, after which the software and any copies of it must be returned to PostNord Strålfors without delay.

11 Confidentiality

11.1 PostNord 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 such information about the Agreement to a supplier or a service provider as is necessary to allow the supplier or the service provider to perform its services. Such information shall not include prices. The supplier or service provider that receives such information regarding the Agreement shall also comply with the confidentiality provisions mentioned above. PostNord Strålfors is entitled to inform other PostNord Strålfors companies about the Agreement.

11.2 If either of the parties is required to notify a public authority of the Agreement, such a notification shall be accompanied by a request to the authority that the Agreement be classified as confidential. In the event of such a notification being made to a public authority, the other party shall be informed of this in writing.

11.3 The Customer shall ensure that documentation and instructions provided to it as agreed with PostNord Strålfors are stored in a secure manner and are not accessed by unauthorized persons, and that the documentation and instructions are

returned to PostNord Strålfors upon 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 The SGTC and the Special Terms and Conditions applicable to the Agreement (jointly referred to as the "Terms of Sale") are published at www.stralfors.dk/vilkaar. The Customer is obliged to keep itself 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 by means of publication on 1 December at www.stralfors.dk/vilkaar. Any amendments shall be described in connection with the publication. Normally, amendments enter 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 must notify PostNord Strålfors about this not later than on the final business day prior to the amendment coming into force.

12.3 Notwithstanding the provisions of the preceding section, PostNord Strålfors shall be entitled to amend the Terms of Sale on other and/or more occasions than stated above provided that PostNord Strålfors considers the amendment to be necessary. In such cases and in cases in which PostNord Strålfors and the Customer have agreed that the preceding section shall not apply, the amendment shall take place in the following manner: PostNord 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 from the day the amendment enters into force with respect to the service or services affected by the amendment. In this case, the Customer must notify PostNord Strålfors about this not later than on the final business day prior to the amendment date.

12.4 PostNord Strålfors is not entitled to apply the provision defined in 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 if drawn up in a written document (referred to as a "Supplementary Agreement") which must be signed by representatives authorized to sign on behalf of the parties.

12.6 PostNord Strålfors is, however, entitled to amend or cancel contractual provisions immediately if necessitated by any law, regulation or public authority or municipality, including

price changes resulting from changes in taxes or other charges.

13 Notices

Notices sent by either of the parties to the other party 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 known address.

14 Changed circumstances

The Customer must inform PostNord Strålfors of changes – in particular regarding the name or company, address and where applicable credit card and account numbers – that are of importance to PostNord Strålfors as a consequence of the 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 the written consent of PostNord Strålfors. A new agreement must be entered into in the event of changes in the corporate form of the Customer.

15.2 PostNord Strålfors shall be entitled, without needing to obtain the Customer's consent, to assign rights and obligations in one or more stages, in whole or in part, to any company within PostNord 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 fulfillment of its obligations and does not rectify the breach within a reasonable length of time following a request to do so.
- The other party enters into liquidation, petitions for bankruptcy or is declared bankrupt, applies 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 period of time after being issued with a request to rectify 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 is strong reason to suspect that due payment will not be made.

16.3 Premature termination of the Agreement by PostNord 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 regarding termination, payments made for services are refunded in so far as the 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 PostNord Strålfors.

17.2 Complaints shall be made to PostNord Strålfors without unnecessary delay. Comments and claims cannot be submitted 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 issued by PostNord Strålfors must be made not later than the due date for payment.

18 Period of limitation

18.1 Claims against PostNord Strålfors must be reported within a period of one year from the day specified below. If claims are not submitted 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

PostNord Strålfors has a legal duty (Act on Legal Deposit of Published Material) in applicable instances of print production to extract so-called statutory copies and archive copies from a deliverable edition at the Customer's expense. If PostNord Strålfors' service does not result in the end product, 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

20.1 While fulfilling the aim 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 during fulfillment of the Agreement are defined in the Agreement, the service descriptions and the special terms and conditions for the services covered by the Agreement issued from time to time. This may involve names, postal addresses, email addresses, phone numbers, details of the contents of shipments and recipient information. It may also be appropriate to process data regarding ages, personal ID numbers, preferences, behavioral patterns, payment card details, account statements, other bank details, healthcare information, insurance certificates, notifications from governmental and municipal organizations, notifications from tax authorities, courts, payroll information, details of illnesses, etc. relating to the Customer's customers, senders and recipients of shipments and notifications, the Customer's employees and hired consultants, as well as employees and hired consultants of the Customer's business partners and suppliers. Personal data will be processed by PostNord Strålfors for the purpose of fulfilling PostNord Strålfors' obligations under the Agreement. Processing will take place for as long as is required for

ensuring fulfillment of the Agreement. When the service or element of the service has been completed, PostNord Strålfors shall store the personal data, for retrieval purposes in the case of production faults, for the time during which claims may be lodged against PostNord Strålfors in respect of production faults.

20.2 PostNord Strålfors is to be considered to be the personal data processor for personal data for which the Customer is the personal data controller, in the sense intended by applicable data protection legislation¹.

20.3 Requirements in this data processor clause that derive from the GDPR, but not from applicable legislation that is in force before May 2018, shall apply between the parties as from the date on which the GDPR enters into force. Before May 2018, applicable data protection legislation refers to the Danish Act on the Processing of Personal Data (Law No. 429 of May 31, 2000).

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

20.5 PostNord Strålfors has a general right to engage subcontractors for the performance of PostNord Strålfors' personal data processing during the term of the Agreement. To the extent that PostNord Strålfors engages subcontractors (data processors) that process the Customer's personal data, the following shall apply. PostNord Strålfors shall, on request, notify the Customer of any plans to engage new data processors or to replace data processors, so that the Customer has the opportunity to object to such changes. In relation to the data processors that 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 ensure that a legal basis exists for the transfer of such data to the third country in accordance with applicable data protection legislation.

20.6 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.

20.7 The parties are in agreement that PostNord Strålfors' remuneration during the term of the Agreement does not include remuneration for

PostNord Strålfors' actions and activities that are required to comply with this clause 20. PostNord Strålfors shall have the right to remuneration 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.

¹ As of 25 May 2018, Directive (EU) 2016/679 (General Data Protection Regulation) ("GDPR") of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and on the repealing of Directive 95/46/EC enters into force in the EU and the EEA.