



# Card Solutions

## Special Terms and Conditions Applicable commencing June 8, 2011

The **Card Solutions** service refers to personalisation and other services related to Physical Cards as described in detail below (the "Service") and/or the provision of Physical Cards (Loyalty- or Giftcard, Payment Card, SIM-Card, RFID-Card).

The Service is provided pursuant to these Special Terms and Conditions as well as the provisions of the specific Customer Assignment ("Customer Assignment").

Unless otherwise stated in these Special Terms and Conditions or agreed separately with Strålfors, the Strålfors General Terms and Conditions ("SGTC") applicable from time to time shall apply.

### Definitions

**Agreement:** The Agreement which refers to these Special Terms and Conditions applicable from time to time, Strålfors' General Terms and Conditions ("SGTC"), as well as the appendices included therein and other contract documents.

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

**Material:** Material, Customer Assignment, production plan and/or Production Documentation which is necessary for production/provision of the Service.

**Physical Cards:** The Physical Cards specified in the Customer Assignment and which are provided by Strålfors pursuant to the Agreement.

**Production Documentation:** The Customer's material in physical or electronic form which constitutes the applicable edition and basis for provision of the Service.

**SGTC:** Strålfors' General Terms and Conditions applicable from time to time, available according to section 10.

## 1 Scope of the Service

The Service may consist of one or more of the components set forth below. The detailed scope of the content of the Service is set forth in the Customer Assignment. The prices for the Services are set forth in Strålfors' price appendix applicable from time to time.

### 1.1 Physical Cards

#### 1.1.1 Loyalty Card

Loyalty Card means cards that are used to identify a customer and collect customer information and/or give the customer offers and/or returns in different forms. The cards are personalised. The cards may be designed in many ways depending on the customer's requirements.

#### 1.1.2 Gift Card

Gift Cards means prepaid cards that are used as mean of payment similar to account cards. The cards are uniquely identifiable. The cards may be designed in many ways depending on the customer's requirements.

#### 1.1.3 Payment Card

Payment Card means cards that are used as mean of payment. The cards are personalised. The cards may be

designed in many ways depending on the customer's requirements.

#### 1.1.4 SIM-Card

SIM-Card (Subscriber Identification Module) means cards that are used for telecommunication. The cards are personalised through programming of the chip included in the card as well as print.

#### 1.1.5 RFID-Card

RFID-Card (Radio Frequency Identification) means cards that are used as contact less cards. The cards may be designed in many ways depending on the customer's requirements.

### 1.2 Card personalisation

The service entails magnetic bar-coding, chip loading, embossing, laser engraving ink-jet printing and/or thermo printing of Physical Cards.

### 1.3 Carrier personalisation and card mounting

The service entails printing of carrier and/or cover letters.

### 1.4 Enveloping and mounting of Physical Card

The service entails mounting of Physical Cards on cover letters as well as enveloping, where appropriate with an enclosure.

### 1.5 Self Mailer

The service entails mounting of Physical Cards on cover letters as well as enclosing of carrier. The mail items do not include a separate envelope.

### 1.6 PIN Laserline, Self Mailer

The service entails printing of PIN Selfmailer, with or without prior generation of PIN.

### 1.7 PIN Enclosing

The service entails printing of PIN mailer envelope with or without prior generation of PIN.

### 1.8 Key management

The Service entails management of cryptographic keys for card or PIN applications.

### 1.9 Proofing

Proofing entails that the customer receives a physical card sample, a physical hard copy or an electronic proof. (PDF)

### 1.10 Customised reports

The Service entails production and distribution of reports regarding the production and distribution assignment.

### 1.11 Warehouse storage

The Service entails that Strålfors provide warehouse storage for customer material.

## 2 Physical Cards

Strålfors retains sub-contractors for production of Physical Cards. Strålfors may provide the Service and/or deliver Physical Cards through one-off deliveries or by periodic deliveries in accordance with the Customer Assignment.

## 2.1 Provision of Physical Cards

### 2.1.1 Warranty

Strålfors shall provide Physical Cards in accordance with the Customer Assignment and the manufacturer's specifications for the Physical Cards which are to be delivered.

In the event the delivered Physical Cards demonstrate deviations from the Customer Assignment or the manufacturer's specifications applicable from time to time which, upon professional assessment, are not deemed insignificant, Strålfors undertakes to replace the defective Physical Cards at no cost to the Customer. Strålfors' liability for Physical Cards is limited to the provisions of this section.

### 2.1.2 Batch errors and batch deviations

In conjunction with deliveries of Physical Cards, where fewer cards are delivered than agreed in the Customer Assignment, there shall be deemed to be a batch error.

In the event of a batch error which is less than or equal to three percent (3 %) of the total batch, the Customer shall be entitled to a price deduction by the same percentage as corresponds to the size of the batch error.

In the event of a batch error which exceeds three percent (3 %), the Customer shall be entitled either to request delivery of additional Physical Cards up to the ordered amount or request a price deduction corresponding to the size of the batch error.

Batch excess, i.e. delivery of a number of Physical Cards in excess of the number agreed in the Customer Assignment, it permitted, and shall be paid for by the Customer as follows:

- as regards batch excess of up to eight percent (8 %) in conjunction with a batch of fewer than 20,000 Physical Cards, however not exceeding 800 Physical Cards;
- as regards batch excess of up to four percent (4 %) in conjunction with a batch of 20,000 – 50,000 Physical Cards, however not exceeding 1,000 Physical Cards; and
- as regards batch excess of up to two percent (2 %) in conjunction with a batch in excess of 50,000 Physical Cards.

With respect to permitted batch excesses, unit prices shall be applied in accordance with the Customer Assignment or in accordance with Strålfors' price appendix applicable from time to time.

### 2.1.3 Liability for Physical Cards

The Customer bears full liability for the Physical Cards sold by Strålfors to the Customer and the Customer shall hold Strålfors harmless in respect of all obligations including, however not limited to:

- obligations pursuant to national or international legislation or principles regarding product liability, which directly or indirectly relate to the manufacture, marketing, sale or other service of Physical Cards;
- claims from a third party in respect of property damage or personal injury or other damage incurred by a third party;

Consequently, the Customer shall be liable for all patent infringement or infringement of any third party intellectual property rights due to the manufacture, marketing or sale of Physical Cards.

## 2.2 Customer Stock

The Customer Assignment, Tender or Order Confirmation states which customer stock alternative is to be provided.

### 2.2.1 Paid customer stock

"Paid customer stock" means that Strålfors stores printed items which are produced in accordance with the Agreement when these printed items have been paid for in full by the Customer. The cost for paid customer stock is invoiced in conjunction with the deposit into stock. Other costs are invoiced in conjunction with the completed output.

### 2.2.2 Unpaid customer stock

"Unpaid customer stock" means that Strålfors stores printed items produced on behalf of the Customer in accordance with the Agreement for which payment has not

been made. Title to printed items produced on behalf of the Customer passes to the Customer when payment in full has been received by Strålfors. Unpaid customer stock is invoiced upon withdrawal.

### 2.2.3 Sanctions in the event of any unsettled debt for payment and unpaid storage

Where Strålfors has reasonable grounds to suspect that the Customer will not be able to pay the invoice in a timely manner, Strålfors shall be entitled to withhold delivery until the Customer has paid, setting the Customer a deadline for securing the payment. Where the Customer's payment is significantly in arrears Strålfors shall be entitled to withhold any further delivery to the Customer and set the Customer a deadline for payment. Upon the ineffective lapse of the set deadline for securing the payment Strålfors may terminate the Agreement (in full or in part) and take recourse to the Customer's stock in order to cover the unpaid debt. In the event the Customer's stock cannot fully cover the Customer's debt to Strålfors, Strålfors shall be entitled to demand compensation from the Customer for costs incurred in conjunction with taking recourse to the Customer's stock, reduced income from the unpaid stock and other direct losses.

In the event the Customer chooses not to take possession of the material in stock and wishes Strålfors to take care of disposal. Strålfors shall be entitled to compensation from the Customer for costs incurred in conjunction with disposal.

## 3 Options

The following options are available to the Customer. The detailed scope of the content of the Services is stated in the Customer Assignment, Tender or Order Confirmation. The prices for the options are set forth in Strålfors' price appendix applicable from time to time.

### 3.1 Postage optimisation

#### 3.1.1 Co-sending

"Co-sending" (i.e. simultaneous mailing) means that the Customer's Production Documentation is aggregated before printing and enveloping letters, in order to create larger volumes for distributors.

The Customer Assignment shall state which assignments are to be co-sent and how co-sending is to take place.

#### 3.1.2 Co-sorting

Co-sorting (i.e. joint enveloping) means that several documents to the same address are placed in a single envelope when printing out and enveloping letters. Co-sorting can only be performed for assignments which have the same type of paper, envelope, delivery and co-sorting key as well as for Production Documentation which is received on the same day or during the period stated in the Customer Assignment.

The Customer Assignment states which assignments are to be co-sorted.

#### 3.1.3 Mail sorting

"Mail sorting" means sorting, loading and administration of the finished mail items according to the terms and conditions dictated by the Customer's choice of distributor and as set forth in the Customer Assignment.

### 3.2 Electronic (or other) notification

"Electronic or other notification" means that Strålfors, on behalf of the Customer and as instructed by the Customer, provides notification of mail items in accordance with the distributor's terms and conditions and SGTC. The Customer's choice of distributor and the distributor's terms and conditions pursuant to the foregoing must be stated in the Customer Assignment.

### 3.3 SRM (Strålfors Reliable Mailing)

"SRM" means a function which increases security in the enveloping. The function means that each individual printed and enveloped mail item is checked using optical scanning against information regarding the relevant mail item in the Customer's database, so that defective mail items can be sorted out and reprinted. The Customer

Assignment states which Production Documentation is to use SRM.

## 4 Supplemental Services

Supplemental services are linked to the Service following a separate agreement thereon. Prices and Special Conditions for Supplemental Services are set forth in Strålfors' price appendix and Special Terms and Conditions for each service, applicable from time to time, and available according to section 10.

## 5 Strålfors' undertakings

Strålfors shall provide the Service as described in detail in the Customer Assignment in accordance with these Special Terms and Conditions and SGTC.

### 5.1 Production Documentation

Following termination of the Agreement or when the Service is completed pursuant to the Agreement, Strålfors shall return or destroy the Production Documentation, in accordance with the Customer's instructions.

### 5.2 Connection

Strålfors connects the Customer in the manner set forth in the Customer Assignment, including any appendices.

If Strålfors finds that necessary information from the Customer for connection is missing, or that the Customer has not taken necessary measures for connection, Strålfors shall be entitled to suspend connection until the necessary information is provided or necessary measures are taken.

Strålfors shall be entitled to charge a separate fee for reasonable time expended in conjunction with connection of a Customer or in conjunction with delays attributable to the Customer, for example late deliveries, or in the event of any other activity or measure which Strålfors according to a separate agreement with the Customer or at its request. Compensation shall be charged per hour pursuant to the hourly rate stated in Strålfors' price appendix applicable from time to time.

If the Customer wishes to make changes which entail that the connection, in whole or in part, needs to be remade, Strålfors shall be entitled to compensation pursuant to the hourly rate applied by Strålfors from time to time. Changes must be agreed in writing between the parties in the Customer Assignment.

## 6 The Customer's undertakings

The Customer shall perform the obligations stated in these Special Terms and Conditions as well as any undertakings other than those addressed herein which can be required of the Customer and are stated, for example, in the Customer Assignment or SGTC.

### 6.1 Production Documentation

The Customer shall provide Production Documentation in accordance with the Customer Assignment. The Customer shall be liable for defects or delay in the Service due to defects in Production Documentation, errors in conjunction with transfer of Production Documentation or the Customer's delay in the provision of Production Documentation.

The Customer warrants that the Customer holds all rights to the Production Documentation and that the Production Documentation does not infringe any third party's patents, copyrights, trade marks, business names, registered designs, or other intellectual property rights and that no claims will be made against Strålfors as a consequence of the use of the Production Documentation by Strålfors or Strålfors' sub-contractors in accordance with the Agreement.

The Customer undertakes to hold Strålfors harmless for all costs and all other damage incurred by Strålfors or Strålfors' sub-contractors as a consequence of the Customer's breach of this section 6.1.

### 6.2 Customer Assignment

The assignments which are covered by the Agreement are set forth in the individual Customer Assignment as appended to the Agreement. If the Customer wishes to add new Customer Assignments during the term of the Agreement, and this results in changes which, in Strålfors' opinion, have an impact on the basis for agreed prices and terms and conditions of the Agreement, adjustment shall take place in a written supplemental agreement.

### 6.3 Suspension of production

Where Strålfors has commenced production pursuant to the Production Documentation submitted by the Customer and the production is suspended at the Customer's request, the Customer shall compensate Strålfors for material and work expended pursuant to hourly rates under "Other Prices" in Strålfors' price appendix applicable from time to time. However, the production cannot be suspended after the mail items are ready for physical distribution or Strålfors deems it is not possible to recall and destroy produced material.

## 7 Delivery

Freight terms are ex loading dock at the Strålfors production facility unless otherwise agreed.

In conjunction with delivery, the mail items must be equipped with packaging which protects them against foreseeable damage during shipping and while in suitable storage at the Customer.

## 8 Shutdown

Strålfors shall be entitled to shut down its production system for service and upgrades which, to the greatest possible extent, will be scheduled at times that do not affect performance of the Service. If possible, the Customer shall receive advance notice of any planned shutdown.

The Customer is aware that the Services, from time to time, may be unavailable as a result of planned and/or unplanned shutdowns for necessary service and maintenance of the Services and/or Strålfors' systems. Strålfors shall not be liable for errors or delays during such shutdowns.

To avoid obstructions to the production process, Strålfors shall ensure that procedures for making backup copies are in place.

To the extent the Customer's use of the Service causes technical or other problems for Strålfors or another customer, Strålfors reserves the right to limit the use or to end the Service with immediate effect.

## 9 Liability

SGTC contains applicable liability terms and conditions.

In the event of any defect, deficiency or delay in the performance of the Service or provision of Physical Cards, Strålfors' liability shall be limited to the compensation which the Customer has paid to Strålfors or shall pay in accordance with Strålfors' price appendix applicable from time to time, in respect of the production which is affected by the defect, deficiency or delay.

## 10 Publication of service-related documents, including Customer Terms and Conditions

On the websites stated below, each country's technical manuals and other service-related documents applicable from time to time, as well as Customer Terms and Conditions, i.e. Special Terms and Conditions for each individual service and SGTC, are published. Service-related documents and Customer Terms and Conditions published in accordance with the list below are applicable in the country in which the Service is provided by Strålfors in the language in which the Agreement is drafted.

Denmark: [www.stralfors.dk/vilkaar](http://www.stralfors.dk/vilkaar)

England: [www.stralfors.co.uk/terms](http://www.stralfors.co.uk/terms)

Finland: [www.stralfors.fi/ehdot](http://www.stralfors.fi/ehdot)

France: [www.stralfors.fr/conditions](http://www.stralfors.fr/conditions)

Norway: [www.stralfors.no/vilkar](http://www.stralfors.no/vilkar)

Poland: [www.stralfors.pl/warunki](http://www.stralfors.pl/warunki)

Sweden: [www.stralfors.se/villkor](http://www.stralfors.se/villkor)