



# Print & Enclosing

## Special Terms and Conditions Applicable commencing June 1, 2011

The **Print & Enclosing** service refers to production of physical mail items and printed material submitted by the Customer in electronic form (hybrid mail) and a number of possible supplements, described in detail below (the "Service").

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 separately agreed 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.

**Business day:** Any day from Monday-Friday which is not a public holiday with the exception of such days which are customarily full or partial days off in the country where the Service is provided.

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

**Instructions Colour:** A document, issued by Strålfors and which may be unilaterally updated and changed by Strålfors, with instructions to the Customer in respect of the Service. The version of Instructions Colour applicable from time to time is available according to section 9.

**Instructions Inserts:** A document, issued by Strålfors and which may be unilaterally updated and changed by Strålfors, with instructions to the Customer in respect of the Service. The version of Instructions Inserts applicable from time to time is available according to section 9.

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

**Production Plan:** A plan, one per Customer Assignment, which constitutes the basis for Strålfors' production and which the Customer must submit to Strålfors in accordance with section 5.1 and Strålfors' instructions.

**SGTC:** Strålfors' General Terms and Conditions, applicable from time to time, available according to section 9.

## 1 Scope of the Service

The Service consists of the basic service as stated below, and a number of options. The detailed scope of the content of the Service is set forth in the Customer Assignment.

### 1.1 Basic service

Strålfors attends to incoming data files, printing, enveloping and sorting of mail items to the distributors with whom the Customer has chosen to co-operate.

The Customer choose print (b/w, colour, simplex, duplex) alternative paper qualities, envelopes, printing and enveloping or poly wrapping of appendices and various data management services.

## 2 Options

The Customer can choose to be connected to one or more of the options stated below. The connected service is set forth in the Customer Assignment. The prices for the options are set forth in Strålfors' price appendix applicable from time to time.

### 2.1 Personalisation and sales messages

"Personalisation and sales messages" means that, in connection with the Customer assignment, business logistics rules are established which can control selected texts, headings, graphics, language editions and inserts. The business rules are based on the Customer's data files or predetermined rules.

### 2.2 Postage optimisation

#### 2.2.1 Co-sending

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

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

#### 2.2.2 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.

#### 2.2.3 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.

### 2.3 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.

### 2.4 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.

All types of envelopes can, at predefined coordinates, have a SRM-code on the reverse side of the envelope, which will be checked using optical scanning, to ensure that the correct envelope is used to the right assignment. SRM-code on envelopes can only be used in conjunction with SRM-code from the address database.

## 2.5 International mail

In cases where the mailings will be sent internationally, Customers may, after special agreement in the Customer Assignment, obtain invoicing without VAT. In order to invoice without VAT the production file can only contain international mail.

## 3 Supplemental services

The Customer can obtain supplemental services following separate written agreement. The price of the supplemental services is set forth in Strålfors' price list applicable from time to time.

## 4 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.

### 4.1 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.

### 4.2 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.

### 4.3 Delivery time

If the Production Documentation is received by the receiving function designated in the Customer Assignment not later than 7.00 am (or the time of day stated in the Customer Assignment) on Business Days, delivery shall normally be made within 1 – 5 Business Days (or the day stated in the Customer Assignment).

Delivery times may be increased if submission of the Production Documentation takes place:

- (i) after the end of the normal submission time pursuant to the foregoing; or
- (ii) after the agreed submission time in the Customer Assignment; or
- (iii) after the time for late submission as separately agreed.

In the event of delayed submission of the Production Documentation pursuant to sections i – iii above, Strålfors

shall be entitled to separate compensation for extra time expended pursuant to hourly rates under "Other Prices" in Strålfors' price appendix applicable from time to time.

## 5 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 which are stated, for example, in the Customer Assignment or SGTC.

### 5.1 Production Plan

The Customer shall provide information regarding volumes for, among other things, Strålfors' production planning, in a so-called production forecast. Changes in volume shall affect prices during the current term of the agreement in the manner set forth in Strålfors' price appendix applicable from time to time.

The Customer shall provide Strålfors with one Production Plan per Customer Assignment pursuant to the following table:

	Latest submission date	Validity period
<b>Annual Production Plan</b>	1 December	Subsequent calendar year and, if there is no previous Production Plan, up to the end of the year.
<b>Updated/changed Production Plan or Production Plan for new assignments</b>	Not later than ten (10) Business Days prior to the 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 Strålfors' instructions. In the event of production changes, the Customer must provide Strålfors with an updated Production Plan. Deficiencies in, or missing, Production Plans or changed Production Plans may result in 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.

Template for Production plan is available at [www.stralfors.se/villkor](http://www.stralfors.se/villkor).

5.1.1 Deviations from Production Plan  
 Deviations from the Production Plan contained in the Production Documentation at the time of submission to Strålfors and changes of the submission date must be notified not later than ten (10) Business Days prior to the relevant submission date. If notification is not made in time, delays can arise.

Notification of changes in the Production Plan shall be made to the agreed contact person at Strålfors.

### 5.2 Production Documentation

The Customer shall provide Production Documentation in the manner separately agreed in the Customer Assignment and other documentation provided by Strålfors. The Customer shall further ensure that the Production Documentation is complete and accurate and provided at the agreed time.

If, in Strålfors' opinion, a deficiency in the Production Documentation can be corrected by Strålfors, Strålfors shall have the right, but not the obligation, to do so in exchange for separate compensation for time expended

pursuant to hourly rates under "Other Prices" Strålfors' price appendix applicable from time to time.

In the event the Production Documentation is incomplete or inaccurate to the extent that Strålfors deems that production is not possible, Strålfors must contact the Customer in order to allow the Customer to supplement the documentation or submit new documentation. In such case, Strålfors shall have no liability whatsoever for any delays or errors which may arise.

### **5.3 Customer Assignment**

The assignments which are covered by the Agreement are set forth in the individual Customer Assignment 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.

### **5.4 Customer-specific paper/envelope or poly wrapping**

Following agreement in a Customer Assignment, the Customer shall be able to receive printouts on customer-specific paper or envelopes. It is also possible for the Customer to poly wrap its mail items with customer-specific pre-printed plastic.

If the Customer wishes to cease using customer-specific paper, envelopes or poly-wrap, or change the content or appearance of such Material, the Customer shall notify Strålfors' Customer Service not later than three (3) months prior to the date of termination or change. If the Customer does not observe this time, the Customer shall compensate Strålfors for any and all costs for production of Material which can no longer be used in production for the Customer. In the event that customer specific paper, envelope or plastic is left in storage after the (3) three months deadline Strålfors has the right to destruct the material at the Customers expense.

### **5.5 Colour (Business colour)**

"Colour (Business colour)" means that all or part of the Customer's Production Documentation is printed in four colours with high volume print. The Customer Assignment states which assignments are to be printed in colour (Business colour).

The Customer shall be responsible in such case for formulating the Production Documentation in accordance with the guidelines stated in Instructions Colour, applicable from time to time and available according to section 9.

### **5.6 Inserts**

The Customer Assignment states whether inserts are to be inserted with the mail items. Inserts must follow the guidelines stated in the document Instructions Inserts, applicable from time to time and available according to section 9.

### **5.7 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.

## **6 Delivery**

### **6.1 Delivery terms and conditions**

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.

## **7 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 Service, from time to time, may be unavailable as a result of planned and/or unplanned shutdowns for necessary service and maintenance of the Service 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.

## **8 Liability**

SGTC contains applicable liability terms and conditions.

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

## **9 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)