



# Strålfors General Terms and Conditions (SGTC)

Applicable commencing 2011-03-01. See [www.stralfors.se/villkor](http://www.stralfors.se/villkor)

## 1 Scope

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

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

## 2 Definitions

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

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

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

**SGTC:** Strålfors General Terms and Conditions applicable from time to time, which are available at [www.stralfors.se/villkor](http://www.stralfors.se/villkor).

**Strålfors AB group:** Each company and other legal entity in which 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 SGTC 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.se/villkor](http://www.stralfors.se/villkor).

## 3 Prices

The Customer shall pay prices and fees in accordance with the Agreement. All prices and fees are stated exclusive of VAT.

## 4 Payment terms and conditions

4.1 Unless otherwise provided in Special Terms and Conditions, payment shall be made not later than ten (10) 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 Strålfors' invoice.

4.3 Strålfors may charge an invoicing fee. The invoicing fee, where

applicable, shall be stated on the invoice.

4.4 The Customer shall provide Strålfors with the correct invoicing address and keep Strålfors informed of any changes. If an invoice does not reach the Customer because the Customer has failed to inform Strålfors of a change of invoicing address, 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, Strålfors shall be entitled to penalty interest on arrears pursuant to law and reminder fees in the amount of fifty krona (SEK50) per invoice.

4.6 A company in the 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 Strålfors must be made within a certain time in order to be asserted against Strålfors; see section 17.

## 5 Generally regarding Strålfors' undertakings

5.1 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. Strålfors shall perform its undertakings under this Agreement with care and otherwise in a professional manner.

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

5.3 Strålfors shall ensure that data is stored at Strålfors pursuant to Strålfors set rules for data security such that nothing is lost and no unauthorised party gains access thereto. 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 Strålfors to handle and administer contact with the distributor of postal items or goods selected by the Customer, e.g. notification,

Strålfors can undertake to do so in accordance with the Customer's instructions. The Customer shall ensure that 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 Strålfors deems necessary for Strålfors to perform the service ordered by the Customer in respect of contact with the Customer's distributor. 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. Strålfors shall have no liability for additional costs incurred due to delayed, erroneous or missing notification or suchlike unless 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 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 Sweden, Strålfors shall, at its own expense, assume the action and defend the Customer against such claims. Strålfors' undertakings shall only apply provided that the Customer

(i) immediately notifies Strålfors in writing of the claim;

(ii) affords Strålfors access to all relevant and correct information and documentation which Strålfors may need to supervise the defence; and

(iii) to a reasonable extent co-operates with Strålfors in conjunction with judicial and settlement proceedings.

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

6.3 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 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 Strålfors' liability and limitations of liability

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

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

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

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

7.4 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.

7.5 Unless otherwise stated in the Agreement, Strålfors' liability shall be limited to the payment made by the Customer for the service during the invoicing period in which the damage occurred.

7.6 Under no circumstances shall 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 conjunction with utilisation of the service which are payable to any party other than 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 telephon services required in order to communicate with Strålfors or a third party. The Customer shall pay all line and telephony costs for such communication. Strålfors are not liable for communication and telephone services.

8.4 The Customer undertakes to hold Strålfors harmless for all costs and all other damage incurred by Strålfors as a result of the Customer's utilisation of the service 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 Strålfors in an agreed format and shall carry no virus or otherwise risk damaging or having a negative impact on 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 Strålfors.
- The Material may not infringe any copyright, trade mark, or other intellectual property rights.
- The Material may not violate any act, ordinance, public authority instruction, use, or custom, e.g. the 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 (Swe: Personuppgiftslagen).
- 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 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 Strålfors considers such rectification to be insufficient, Strålfors shall be entitled to terminate the Agreement prematurely pursuant to section 16.

## 9 Events that requires action

In the event that 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 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 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 Strålfors.

## 11 Confidentiality

11.1 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. Strålfors may inform other 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 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 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 SGTC and the special terms applicable to the Agreement (jointly the "Customer Terms") are published on [www.stralfors.se/villkor](http://www.stralfors.se/villkor). 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.se/villkor](http://www.stralfors.se/villkor). 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 Strålfors thereof not later than the final weekday prior to the amendment date.

12.3 Notwithstanding the provisions of the preceding paragraph, Strålfors shall be entitled to amend the Customer Terms on other and/or more occasions than stated above where Strålfors believes that the amendment is necessary. In such cases and in those cases where Strålfors and the Customer have agreed that the preceding paragraph shall not be applied, amendment shall take place in the following manner. 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 Strålfors thereof not later than the final weekday prior to the amendment date.

12.4 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 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 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 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 Strålfors' written consent. A new agreement must be

executed in the event of any change in the corporate form of the Customer.

15.2 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 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 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 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 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 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 Strålfors must be made not later than the due date..

## 18 Limitations period

18.1 Claims against 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

Strålfors has a legal right (Statutory Copies of Documents Act

(1993:1932), 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 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 Strålfors.

## 20 Processing of personal data

20.1 As a concomitant of the service, in its capacity as personal data assistant, Strålfors may carry out processing of personal data on behalf of the Customer. In such cases, the personal data may be provided on IT-medium for processing at Strålfors' subcontractors in both Sweden and within EU/EEA states and in third countries. Strålfors shall notify the Customer in the event personal data will be provided to subcontractors in a third country.

20.2 Pursuant to the Personal Data Act (1998:204), the Customer is responsible for ensuring that any processing of personal data does not violate applicable privacy protection legislation.

20.3 Pursuant to section 30 of the Personal Data Act, the parties are agreed on the following.

20.4 Strålfors shall take appropriate technical and organisational measures to protect the personal data which Strålfors processes in connection with provision of the service and which the Customer transfers to Strålfors in accordance with the Agreement.

20.5 The measures that Strålfors shall take to protect personal data shall achieve a security level which is appropriate taking into account:

- the technical possibilities available;
- costs for implementing the measures;
- the specific risks associated with the relevant processing of personal data; and
- the degree of sensitivity of the personal data which is processed.

20.6 Strålfors shall not be obliged to perform the service, in whole or in part, in the event Strålfors is of the view that the protective measures that the Customer considers necessary cannot reasonably be satisfied.

20.7 Personal data which is processed in connection with the provision of services may not be processed by Strålfors for any other purpose or in any other manner than as is necessary for performance of the service. Access to personal data shall be restricted to such persons who require the data in order to perform their work duties.

20.8 When the service or an element of the service has been completed, Strålfors shall store the personal data for retrieval purposes in the event of production errors or for archiving during the period of time set forth in the Customer's instructions in the Agreement. Following storage, the personal data shall be destroyed or returned to the Customer in accor-

dance with the Customer's instructions.

20.9 Strålfors shall ensure that the persons who have access to the personal data are subject to a confidentiality obligation and that they are informed regarding the manner in which they may process the personal data.

20.10 Strålfors may, in exchange for compensation, assist the Customer in the event a registered person requests, pursuant to section 26 of the Personal Data Act, to be informed of data which is registered about him or her or requests rectification of such data pursuant to section 28 of the Personal Data Act.

20.11 This provision regarding the processing of personal data shall apply also to the extent Strålfors retains subcontractors to perform the service or parts of the service..

## 21 Disputes

21.1 The Agreement shall be governed by Swedish substantive law.

21.2 Insofar as any disputes regarding the interpretation and application of the Agreement and the legal relations relating thereto cannot be resolved through negotiations between the parties, such disputes shall, unless such is opposed by any of the parties at the time the dispute arises, preferably be referred for mediation in accordance with the rules of the Mediation Institute of the Stockholm Chamber of Commerce.

21.3 In the event a party opposes mediation or where such mediation is discontinued, the dispute shall, in the alternative, be adjudicated as follows:

- by a court of general jurisdiction provided the amount of the claim is less than 15 times the price base amount in accordance with the National Insurance Act ; or
- by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce where the value of the claim equals or exceeds 15 times the price base amount.

The arbitration proceedings shall be held in Swedish and take place in Stockholm.