

# eInvoice (B2C)

## Special Terms and Conditions Applicable commencing January 1, 2018

This service is provided by PostNord Strålfors AB (reg. no. 556102-9843) ("PostNord Strålfors"). Other subsidiaries of PostNord Group AB (reg. no. 556128-6559) may be authorized to enter into agreements on PostNord Strålfors behalf. However, PostNord Strålfors is always the party contracting with the Customer. "Strålfors" in these Special Terms and Conditions, as well as the price appendix and any other agreed appendices related to this service, shall always mean PostNord Strålfors AB.

The **eInvoice (B2C)** service refers to the Customer sending a data file to Strålfors containing the Customer's invoices and or direct debit instructions to the Customer's Recipients, and Strålfors thereafter sorts and converts documents and distributes documents to the Customer's Recipient's Internet Bank. The Customer may also supplement the base service with options, as described 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 agreed separately with Strålfors, the Strålfors General Terms and Conditions (SGTC) applicable from time to time shall apply.

## Definitions

**Administration Interface:** An Internet-based interface in which the Customer may, for example, administer its Recipients' Registrations and Deregistrations, save its documents, handle errors, choose presentation templates and see distributed Internet Bank Invoices (B2C).

**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.

**Deregistration:** Request from a Recipient to discontinue the procedure whereby the Recipient receives a message from the Customer to its Internet Bank containing an Internet Bank Invoice (B2C).

**eInvoice Hotel:** The archive in which the electronic invoices are stored and where they are accessible for end customers via their respective Internet Bank.

**Internet Bank Invoice (eInvoice):** Electronic invoice from the Customer to the Recipient which is sent to the Recipient's Internet Bank.

**Production Documentation:** The Customer's electronic data files containing the documents distributed to the Recipients.

**Recipient:** A person validated and verified by the Customer who is notified to Strålfors as a correct recipient of data files containing invoices or direct debit instructions.

**Registration:** The Recipient's request to receive a message from the Customer to its Internet Bank containing an Internet Bank Invoice (B2C).

**SGCT:** Strålfors' General Terms and Conditions, applicable from time to time, available according to section 7.

## 1 Scope of the Service

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

### 1.1 Base service

#### 1.1.1 Connection

Strålfors undertakes to connect the Customer to the Service in accordance with the technical conditions and requirements set forth in the Customer Assignment. Placement into operation of the Service shall take place when the technical conditions are fulfilled and tests agreed upon in the Customer Assignment are correctly performed and no material errors remain.

#### 1.1.2 Administration of Registration and Deregistration

Strålfors undertakes to produce a registration page on which the Recipient may register to receive invoices from the Customer at its Internet Bank. Strålfors conveys information regarding Registrations from the relevant registration page, as well as information regarding Deregistrations from the Recipient's Internet Bank, to the Customer once per day, in accordance with the Customer Assignment.

#### 1.1.3 Validation

Validation of Registration, i.e. verification that the Recipient is authorised to receive documents from the Customer, shall take place based on various methods and regulations, such as checking against customer registers or suchlike. Strålfors may undertake to handle validation routines selected by the Customer on the Customer's behalf to the extent set forth in the Customer Assignment and in accordance with the instructions set forth in the Customer Assignment.

#### 1.1.4 Presentation of the Internet Bank Invoice

Strålfors may undertake to keep the Internet Bank Invoice available for the Recipients in Strålfors' eInvoice Hotel in html or PDF format in accordance with the provisions of the Customer Assignment.

#### 1.1.5 Storage of Internet Bank Invoice

Strålfors is responsible for the storage of the Customer's documents which are handled within the scope of the Service in accordance with applicable legislation. Transaction logs are stored for 30 days.

#### 1.1.6 Handling of rejected messages

A rejected message shall be deemed reported back to the Customer when presented in the Administration Interface, unless otherwise agreed in the Customer Assignment.

#### 1.1.7 Reporting back

After the transaction is concluded, Strålfors undertakes to report the number of documents distributed to the Customer and the number of rejected invoices, in accordance with the Customer Assignment. Such information shall be reported in the Administration Interface. The reasons for rejected messages shall be stated in respect of rejected messages. Reports in csv format may be obtained in the Administration Interface or sent in accordance with specifications in the Customer Assignment.

#### 1.1.8 Support

Strålfors provides a support function for the Service to which the Customer can notify errors in the Service. Through the support function, Strålfors also assists the Customer to a reasonable extent with answers to questions regarding the Service and enquiries regarding sent and received documents.

Unless otherwise agreed or notified, Strålfors' support function is staffed on Work Days 7.00 am – 9.00 pm.

Strålfors is at all times entitled to charge for time expended in respect of support outside the times set forth above or where Strålfors performs any specific agreed activity or measure at the Customer's request. In such cases, compensation shall be paid for actual time expended in accordance with Strålfors' price appendix applicable from time to time, unless agreement has been reached on a fixed price.

#### 1.1.9 Operation

The Service is normally in operation and staffed 24 hours a day, seven (7) days a week. During such time, it shall normally be possible for the Customer to send documents to its Recipients in accordance with the terms and conditions of this Agreement. Strålfors does not warrant that the Service is free from error or disruption.

## 2 Options

The following options are available to the Customer. The detailed scope of the content of the service is stated 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 message

Personalisation and sales message means that, in connection with the Customer's Assignment, business logistics rules are established which can control selected texts, headings, graphics, language versions and inserts. The business rules are based on the Customer's incoming files or predetermined rules.

### 2.2 Welcome message

Strålfors sends a welcome message by e-mail to the Recipient of an Internet Bank Invoice.

### 2.3 E-mail notification upon approved Registration

In conjunction with approved Registration, Strålfors sends a message by e-mail to the Recipient of an Internet Bank Invoice.

### 2.4 Enhanced handling of rejected messages

If a document cannot be delivered electronically to the recipient interfaces chosen by the Recipients (e.g. if a Recipient has switched Internet Bank), Strålfors can undertake to send it to the Recipient as a physical mail item. Alternatively, Strålfors can undertake to return rejected messages electronically to the Customer. Documents which are to be sent as physical mail items are printed out in black ink on white paper, without any appendices which may be found in the Production Basis, and enveloping in accordance with Strålfors' standards.

### 2.5 PDF generation for viewing

Presentation of Internet Bank Invoice in PDF format in the invoice hotel and in the administration interface.

### 2.6 Enhanced support

Strålfors may, on behalf of the Customer, undertake to handle the Customer support matters which are outside the scope of Strålfors' responsibility for support which is included in the base service, such as:

- Verifying status of invoice files;
- Administering the Customer's users of the Administration Interface;
- Providing support to Recipients in conjunction with Registration and invoice questions.

Agreement regarding enhanced support and the scope thereof shall be set forth in the Customer Assignment.

### 2.7 Sorting (so-called split) and conversion

Strålfors may undertake to sort the content in the Production Documentation based on selected means of distribution. Strålfors thereafter converts documents to the format required for each recipient interface stated in the Customer Assignment.

## 3 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.

### 3.1 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 the event of delays attributable to the Customer, for example late deliveries, or in the event any other activity or measure which Strålfors takes according to a separate agreement with the Customer or at its request. Compensation shall be charged per hour pursuant to the hourly rate set forth 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.

### 3.2 Delivery time

The time it takes for the document to reach its electronic destination depends, among other things, on the size of the document, the Customer's communications conditions, possible sortings and conversions. In addition, there is the banks' processing time.

## 4 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 SGCT.

### 4.1 The Customer's equipment; systems requirement

Prior to placement into operation of the Service, the Customer must have defined, installed, tested and verified that the communication via computer connection and protocols satisfies the technical conditions and requirements stated in the Customer Assignment.

### 4.2 Authorisation

The Customer is responsible for use of the Administration Interface for the Service. Use takes place based on authorisation codes or another agreed access allocated to the Customer by Strålfors.

The Customer undertakes to maintain and apply routines regarding handling of distributed authorisations which ensure that no unauthorised person may gain access thereto.

The Customer is responsible *vis-à-vis* Strålfors for all use of the Service and its interface as well as the content of messages which are sent through use of the authorisation code. Upon any suspicion of unauthorised use of the Service, the Customer shall, through an appointed contact person, immediately block or change the authorisation code at Strålfors Customer service. Strålfors shall also be entitled to close the Service in accordance with section 6 in the event Strålfors suspects unauthorised use.

### 4.3 Placement into production

In placement into production, tests are performed for connection of the Service. At the agreed time for placement into production, the Customer shall ensure that the products, software and connections required for connection in accordance with the Customer Assignment are installed and tested and that the Customer's personnel is on hand with requisite expertise and is placed at Strålfors' disposal for connection.

The Customer may commence use of the Service only when a complete agreement has been submitted to Strålfors, and agreed tests have been performed and approved.

In the event the Customer fails to perform its obligations in accordance with the plans for placement into production, Strålfors shall be entitled to compensation for reasonable time expended per hour in accordance with Strålfors' price appendix applicable from time to time.

### 4.4 Connection to Strålfors

The Customer is responsible for, and bears the risk associated with, the Production Documentation reaching Strålfors.

#### 4.4.1 Changes in connection

The Customer may request that the Customer Assignment be changed insofar as relates to options or changes to the Service in accordance with the price exhibit in force from time to time and in accordance with the provisions of the relevant Customer Assignment. Changes shall be agreed upon in writing between the parties through the drawing up of a new Customer Assignment where so required by the parties or due to the scope of the change. Strålfors shall confirm the change through implementation of the change and through notice to the Customer.

Where the Customer wishes to change its connection to the Service or message format (regarding conversion), Strålfors shall be informed thereof in such time that Strålfors, where Strålfors has approved the change, has time to take necessary measures. The Customer shall thereupon compensate Strålfors' costs therefor or pay charges or fees in accordance with Strålfors' price appendix applicable from time to time. Strålfors reserves the right, following notice to the Customer, to effect changes to operational methods, technical specifications, systems, business hours, structure, etc. Notices regarding such changes shall be sent to the Customer within reasonable time in light of the nature of the change.

#### 4.5 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.

#### 4.6 Customer Assignment

The services 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.

#### 4.7 Message format in conjunction with conversion

Where the Customer has selected the optional conversion service, the Customer shall ensure that the information in the eDI message is in accordance with the format specifications agreed upon in the Customer Assignment.

#### 4.8 Contact person

The Customer shall appoint a person who shall function as contact person *vis-à-vis* Strålfors. In the event the contact person is changed, such shall be notified as soon as possible to Strålfors.

## 5 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 advanced 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.

## 6 Liability for errors and delay

#### 6.1 Errors and deficiencies

Strålfors' liability for the Service commences when Strålfors has received a Production Documentation and acknowledged receipt thereof to the Customer. Strålfors' responsibility for the Service ceases when documents are delivered to the various recipient interfaces which the Recipient has stated in its Registration.

Where the service is not performed in accordance with the Customer Assignment and this is due to an error in the Service caused by Strålfors, Strålfors shall be entitled its discretion, following notice from the Customer, either to rectify the error or to resend the documents. The Customer is aware that the resending of documents may result in the Recipient obtaining two identical documents.

In the event Strålfors, for any reason, fails to rectify the error or to resend documents, the Customer shall be entitled to a deduction on the price for the Service corresponding to the payment for the faulty documents. Where Strålfors rectifies an error or resends documents and such results in any delay of the document, the provisions below regarding Delay shall not apply.

Where the Production Documentation is so incomplete or defective that Strålfors assesses that production is not possible, Strålfors shall contact the Customer to afford the latter a possibility to supplement the basis or submit a new basis.

Strålfors' liability for errors or defects in the Service is limited to that which is stated in this section. Where the Customer has notified an error and it transpires that no error exists for which Strålfors is liable, Strålfors reserves the right in certain cases to charge a fee in accordance with Strålfors' price appendix applicable from time to time for performed services.

#### 6.2 Delay

In the event of deviations from agreed delivery times (delay in delivery) attributable to Strålfors, the Customer shall be entitled to a deduction on the price for the Service corresponding to the payment for the delayed documents. The deduction on the price shall, however, only take place where the delay can be deemed to cause significant inconvenience for the Customer and provided that the Customer has not already received a deduction on the price in accordance with section 6.1 above.

Strålfors' liability for the delay in the Service is limited to that which is stated in this section.

## 7 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 SGCT, 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.

Finland: [www.stralfors.fi/ehdot](http://www.stralfors.fi/ehdot)  
Norway: [www.stralfors.no/vilkor](http://www.stralfors.no/vilkor)  
Sweden: [www.stralfors.se/villkor](http://www.stralfors.se/villkor)