

# eInvoice B2B in Multi Channel

## Special Terms and Conditions Valid from 01.01.2018

This service is provided by PostNord Strålfors AB (reg. no. 556102-9843). Other subsidiaries of PostNord Group AB (reg. no. 556128-6559) may be authorized to enter into agreements on PostNord Strålfors AB's behalf. However, PostNord Strålfors AB 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 service eInvoice B2B in Multi Channel below referred to as "eInvoice B2B." The service eInvoice B2B service refers to the mediation of electronic messages in the form of eInvoices between Sender and Recipient ("The Service").

The Service is provided pursuant to these Special Terms and Conditions, as well as what is stated in the specific Customer Assignment ("Customer Assignment"). Unless otherwise stated in these Special Terms and Conditions or agreed separately with PostNord Strålfors, the version of PostNord Strålfors General Terms and Conditions ("SGTC") applicable from time to time, shall apply.

## Definitions

**Communication Partner:** Third parties that are not parties to the agreement between the Customer and PostNord Strålfors regarding EDI, but with which the EDI service has a direct or indirect communication link. Examples of Communication Partners can be the Customer's customers, suppliers, transporters etc.

**Communication Protocol:** Rules for communication between different data systems. Examples of Communication Protocols include FTP, SFTP, AS2, HTTP and OFTP.

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

**Document:** A set of data, structured according to the agreed message standard, which is transferred electronically between data systems. A Document contains only one instance of a message type, such as an invoice or order.

**EDI:** Electronic Data Interchange refers to the electronic transferring of data using a structured message format agreed by the Recipient and the Sender.

**EDI mailbox:** Electronic mailbox in the PostNord Strålfors EDI service to which EDI messages are sent and are received by the Customer via a type of communication agreed between PostNord Strålfors and the Customer.

**EDI message/Message:** A set of data, structured according to the agreed message standard, which is transferred electronically between data systems. An EDI message can contain several Documents, such as multiple invoices or multiple orders.

**EDI portal:** A web portal where the customer can log in and make use of web tools and other features there.

**Interconnect:** Transmission of messages performed pursuant to agreements between VANs.

**NEA:** The Network of Electronic Business (Nätverket för Elektroniska Affärer) is a member-driven non-profit association run on a voluntary basis. NEA provides a neutral and independent forum for everyone interested or involved in e-business.

**Recipient:** Customer or Communication Partner that receives the EDI message electronically.

**Sender:** Customer or Communication Partner that sends EDI messages electronically.

**SGTC:** PostNord Strålfors General Terms and Conditions.

**Transaction log:** Overview of all the EDI messages that are sent or received in the PostNord Strålfors EDI service by the Customer.

**VAN:** Value Added Network. Companies within the EDI sector which, like PostNord Strålfors, provide messaging services for their customers and have a large network of Communication Partners.

## 1 Scope of the Service

The Service is based on PostNord Strålfors EDI service and covers the transmission of electronic messages between the Sender and the Recipient.

The Service implies that PostNord Strålfors undertakes to connect the Customer to the Service using a type of communication selected by the Customer and approved by PostNord Strålfors. The connection is made to an EDI mailbox set up for the Customer. PostNord Strålfors commits to transmit the Customer's messages to and from the Customer's Communication Partners in the format agreed by the Customer and its Communication Partners.

The Service requires that the Customer's Communication Partner (i) is a customer of the Service, (ii) is not a customer of the Service but is a party with which the Service has established a communication, (iii) is connected to another EDI service with which PostNord Strålfors has an Interconnect agreement, or, (iv) is connected to a public network, such as PEPOL, Nemhandel, Tiede or similar.

## 2 Additional services

In addition to the basic service, see point 1 above, the following additional services can be purchased by the Customer.

The Customer's connection to, use of and changes of the respective additional service is defined in the Customer Assignment or is registered in the PostNord Strålfors case management system, pursuant to agreement between the parties.

### 2.1 Conversion of messages

Conversion of messages involves PostNord Strålfors taking responsibility for converting i.e. transforming the Customer's EDI messages to the format agreed by the Customer and the Customer's Communication Partner, and approved by PostNord Strålfors, in order to make the exchanging of EDI messages by the Customer and the Customer's Communication Partner possible. The format or formats are to be defined in the Customer Assignment or registered in the PostNord Strålfors case management system, pursuant to agreement between the parties.

PostNord Strålfors converts messages that the Customer sends or receives to the format defined in the format specifications provided by the Customer or in accordance with certain official standards on the market, as agreed between the Customer and PostNord Strålfors in the Customer Assignment or registered in the PostNord Strålfors case management system pursuant to agreement between the parties.

### 2.2 Onboarding/Outsourcing

Onboarding/outsourcing means that PostNord Strålfors carries out technical and administrative services for the Customer, often in order to connect further Communication Partners to the Customer. Pursuant to agreement with the Customer, the Services can be performed in the Customer's name. The scope of the assignment is specified in a separate agreement.

Customer details are handled in accordance with section 7 Processing of personal data. PostNord Strålfors shall handle potentially sensitive business information that it receives from the Customer during the course of providing the current additional service confidentially.

The Customer is responsible for ensuring that the right information, documentation, and, if applicable, test files required for performing the additional service are available.

## 3 PostNord Strålfors' undertakings

### 3.1 The Customer's connection

The basic service includes two hours of assistance for testing the Customer connection. The point in time for the provision of such assistance is agreed between the parties. The parties may agree on possible additional assistance time, which is charged based on the current PostNord Strålfors price appendix.

### 3.2 The Customer's EDI messages

PostNord Strålfors states the technical requirements that apply to the Customer's transmission of messages in the Customer Assignment or in the PostNord Strålfors case management system, pursuant to agreement between the parties. The Service is put into operation when the technical requirements are fulfilled and possible tests have been approved by the relevant parties. Communication and message specifications are provided by PostNord Strålfors if applicable.

In order to allow PostNord Strålfors to conduct processing and conversion of Messages for the Customer, it is necessary that the Customer, if needed, allows PostNord Strålfors to open data envelopes and, with conversions, move data blocks pursuant to the specifications agreed between the Customer and PostNord Strålfors. If the Customer intends to use functions for encryption, sealing and signing of EDI messages, a special agreement must be made regarding this.

### 3.3 Intermediate storage of messages

PostNord Strålfors undertakes to store EDI messages until the messages have been collected by the Customer or by its Communication Partner, although for a maximum of 30 days from the date of arrival of the message at the PostNord Strålfors Service. Unless otherwise agreed and registered in the PostNord Strålfors case management system, the EDI messages that are stored at PostNord Strålfors can only be collected by the Recipient stated in the EDI message.

### 3.4 Delivery

PostNord Strålfors delivers the EDI message to the Recipient by either placing the message in the Recipient's EDI mailbox or otherwise transferring the message to the Recipient via the agreed communication method, as soon as possible after the message has been received by PostNord Strålfors.

In cases in which the Communication Partner is the Recipient and uses an intermediary (e.g. a VAN), PostNord Strålfors is responsible for the delivery of the Message to the appointed delivery point.

Files or messages that cannot be processed are stopped and PostNord Strålfors notifies the Sender accordingly. In some cases, this notification is carried out on Communication Protocol Level. The Sender is responsible for handling such notifications.

The time for the delivery depends on the size of the message, the communication conditions at the Customer and the Communication Partner, possible conversions etc and PostNord Strålfors does not guarantee a specific delivery time unless agreed otherwise.

### 3.5 Support

PostNord Strålfors provides a support function for the Service which, to a reasonable degree, should provide assistance to the Customer if problems arise regarding the handling of messages and regarding issues relating to sent and received messages.

The PostNord Strålfors support function is, unless agreed or notified otherwise, available on weekdays from 7:00 a.m. to 9:00 p.m. Contact details for the PostNord Strålfors support function are available at [www.stralfors.se](http://www.stralfors.se).

PostNord Strålfors is at all times entitled to charge for time expended in respect of support outside the times set forth above or where PostNord Strålfors performs any specific agreed activity or measure at the Customer's request.

Remuneration is payable for reasonable amounts of time, by the hour and in accordance with hourly rates, or using the currently valid PostNord Strålfors price appendix for services that are provided.

PostNord Strålfors provides online tools for the Customer in order to, for example, search for Messages. Login takes place via the EDI portal. Login details can be obtained from the Service's support function.

### 3.6 Connection of Communication Partners

Connection of new Communication Partners is performed using the online tool or by contacting the Service's support function. Login to the online tools takes place via the EDI portal. Login details can be obtained from the Service's support function.

Connection of a new Communication Partner requires that the Communication Partner is a customer of the Service, that the Communication Partner is not a customer of the Service but has a communication established with the Service, that the Communication Partner is connected to a different EDI service with which PostNord Strålfors has an Interconnect agreement, or that the Communication Partner is connected to a public network, such as PEPPOL, Nemhandel, Tieke or similar.

In cases in which the Communication Partner is connected to a different EDI service with which PostNord Strålfors does not have an Interconnect agreement, PostNord Strålfors can try to establish an Interconnect agreement in order to enable the Customer's communication. However, PostNord Strålfors has the right to independently decide with which companies it establishes Interconnect agreements. PostNord Strålfors also reserves the right to pass on any possible traffic fees charged to PostNord Strålfors by third parties and to bill additional costs that may arise regarding, for example, the setting up and configuration of the communication.

### 3.7 Operation

The Service is normally in operation 24 hours a day, seven days a week. During that time, it should, in normal circumstances, be possible for the Customer to communicate with its Recipients, provided the Recipients allow it. But PostNord Strålfors does not guarantee that the Service is free of errors or interruptions.

PostNord Strålfors has the right to shut down its production system in order to perform servicing and upgrades, which to the greatest extent possible are to be scheduled at times that do not affect the performance of the Service. If possible, the Customer shall be given advance notice of planned shut downs.

The Customer is aware of the fact that the Service may be unavailable from time to time due to planned and/or unplanned suspensions for necessary servicing and maintenance of the services and/or the PostNord Strålfors systems. PostNord Strålfors is not responsible for errors or delays that occur during such shutdowns.

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

### 3.8 Changes in connection

The Customer may request that the connection to the Service is changed with respect to additions or changes to the Service in accordance with the applicable price appendix and in accordance with what is defined in the current Customer Assignment.

If the Customer wishes to change its connection to the EDI mailbox or the message format (for conversion), PostNord Strålfors has to be notified of this in sufficient time so that PostNord Strålfors has time to implement the necessary measures, if it approves the changes. The Customer shall then reimburse any costs incurred by PostNord Strålfors as a result of this and/or pay any applicable charges or fees as defined in the current price appendix.

Changes must be agreed in writing between the Customer and PostNord Strålfors, and registered in the PostNord Strålfors case management system. PostNord Strålfors confirms the changes by the changes actually occurring and by notifying the Customer.

PostNord Strålfors reserves the right to make changes to operating procedures, technical specifications, systems, opening hours, structures etc, after having notified the Customer accordingly.

Notification of such changes will be sent to the Customer in reasonable time, taking into account the nature of the change.

## 4 The Customer's undertakings

### 4.1 Authorization

The Customer is responsible for using the EDI mailbox and web interfaces, such as the Web EDI and EDI Portal, with the authorization code or other types of agreed access procedure assigned to the Customer by PostNord Strålfors.

The Customer undertakes to have procedures concerning the handling of rights to the above-mentioned access points provided by PostNord Strålfors, so that unauthorized parties cannot gain access.

The Customer is liable to PostNord Strålfors and its Communication Partners for all use of the EDI mailbox and the web interface, as well as the content of the Messages sent as a result of the use of the authorization code. If unauthorized use of the Service is suspected, the contact person designated by the Customer shall immediately block or change the access code via the Service's support function. PostNord Strålfors also has the right to suspend the Service, in accordance with section 3.8, if PostNord Strålfors suspects unauthorized use.

### 4.2 The Customer's connection

The connection fee for the Service includes the provision of some assistance with testing the connection, see section 3.1. At the time agreed for establishing the connection, the Customer shall ensure that the Customer's system and method of communication are configured and that the necessary expertise to handle the connection is available.

The Customer can start using the Service only when a complete agreement has been submitted to PostNord Strålfors, a Customer Assignment has been drawn up and agreed tests have been conducted and approved.

### 4.3 Addressing of EDI messages

The Customer is responsible for addressing EDI messages in accordance with the instructions issued by and agreed with PostNord Strålfors. The Customer is also responsible for ensuring that the correct Recipient address is used. In cases in which the Customer uses the address of the wrong Recipient, PostNord Strålfors cannot be held responsible for the delivery not reaching the intended Recipient.

### 4.4 EDI messages

The Customer is entirely responsible for ensuring that all information and other content in Message and Documents, including invoices, which are sent using the Service are compatible with the applicable law.

### 4.5 Message format for conversion

If the Customer uses the additional service message conversion, the Customer shall ensure that the information contained in the EDI message complies with the format specifications agreed between the Customer and PostNord Strålfors, defined in the Customer Assignment or registered in the case management system. PostNord Strålfors cannot be held responsible for any loss of information that arises if the format specifications are not followed by the Customer.

Before the task of creating the conversion can be started, any necessary format specifications, approved by PostNord Strålfors, must be provided by the Customer.

In the case of a general upgrading of standards or if the Customer or the Customer's Communication Partner changes the content of files or the format specifications, PostNord Strålfors must be informed about this in reasonable time, in order to allow PostNord Strålfors to implement the required measures, if it accepts them. The Customer shall then reimburse any costs incurred by PostNord Strålfors as a result of this and/or pay any applicable charges or fees as defined in the current price appendix.

Changes must be agreed in writing between the Customer and PostNord Strålfors, and registered in the PostNord Strålfors case management system. PostNord Strålfors confirms the changes by the changes actually occurring and by notifying the Customer.

In cases in which PostNord Strålfors performs validation of information in the files, the Customer must ensure that it provides PostNord Strålfors with contact information, and that the designated contact person receives and acts on the notification that is sent to the Customer. PostNord cannot be held responsible in cases in which notifications of errors are not processed or read by the Customer.

### 4.6 Storage

The Customer is responsible for ensuring that Messages are stored in accordance with the currently applicable legislation.

### 4.7 Contact person

The Customer shall designate a contact person for facilitating interaction with PostNord Strålfors. PostNord Strålfors must be informed without delay if the contact person is changed.

## 5 Errors and defects in the Service

PostNord Strålfors' responsibility for the Service commences when an EDI message has been submitted to the Service and the Customer or the Customer's Communication Partner have, if appropriate, received a confirmation of receipt. PostNord Strålfors has the right, but not the obligation, to process a Message despite the Customer having received a negative confirmation, if PostNord Strålfors considers this to be possible.

PostNord Strålfors' responsibility for the Service ends when an EDI message has been collected or communicated to the Customer or to the Customer's Communication Partner, or when PostNord Strålfors has provided information to the Customer or to the Customer's Communication Partner stating that the Message cannot be delivered.

If the assignment is not conducted as agreed and this is because of an error or defect in the Service that has been caused by PostNord Strålfors, PostNord Strålfors has the right to, after receiving notification from the Customer and at its own discretion, either rectify the problem or to resend the Message. The Customer is aware of the fact that resending the Message may result in the Customer or the Customer's Communication Partner receiving two identical Messages.

If for some reason PostNord Strålfors does not rectify the error or defect or resend the Message, the Customer has the right to a price reduction for the Service, which equates to the compensation payable for the incorrect Messages.

If PostNord Strålfors corrects the error or defect or resends the Message, and this result in the Message being delayed, the provisions in the section below on Delays do not apply.

In the event the Document or Message is incomplete or inaccurate to the extent that PostNord Strålfors deems that delivery is not possible, PostNord Strålfors must contact the Customer in order to allow the Customer to supplement the Document or the Message or submit a new Document or Message. PostNord Strålfors has the right to charge the time required in relation to incomplete or inaccurate Documents or Messages. Remuneration is payable for reasonable time that is required, by the hour and in accordance with hourly rates, or based on the currently applicable price appendix used by PostNord Strålfors for the performing of services.

PostNord Strålfors does not have any responsibility for delays or errors that occur in the above cases.

PostNord Strålfors' responsibility for errors or defects or defects in the Service is limited to what is stated in this section.

If the Customer has reported a defect and it becomes apparent that there is no defect for which PostNord Strålfors is responsible, PostNord Strålfors reserves the right to, in certain cases, charge a fee, based on PostNord Strålfors' price appendix for services provided that is valid at any given time.

### 5.1 Delays

In the case of deviations from agreed delivery times (delivery delay) caused by PostNord Strålfors, the Customer has the right to a price reduction for the Service, equating to the compensation payable for the delayed Messages. Such a price reduction is, however, only payable if the delay can be considered to have caused considerable inconvenience for the Customer.

PostNord Strålfors' responsibility for delays in the Service is limited to what is defined in this section.

PostNord Strålfors' responsibility for the Service is otherwise limited to what is defined in the SGTC.

### 5.2 Storage of Transaction logs

Transaction logs are stored for traceability purposes for sixty (60) days.

## 6 Billing and payment conditions

Billing starts in conjunction with the agreement on the Service being signed. Connection fees and subscription fees are billed per EDI mailbox.

Subscription fees are billed in advance. Traffic fees are billed in arrears. Traffic fees are calculated based on 1kB = 1000 bytes

Payment terms are as defined in the SGTC.

## 7 Processing of personal data

Handling of personal data is defined in the SGTC.

In order to make it possible for PostNord Strålfors customers to search for and establish new Communications Partners, the contact information of the Customer is saved in a search register that is accessible to PostNord Strålfors customers upon logging in to the EDI Portal. In order to expand the data base of potential Communication Partners an exchange of the search register can be conducted with a VAN selected by PostNord Strålfors. The exchange is regulated by industry agreement pursuant to NEA, in the form of "NEA e-address exchange agreement."

PostNord Strålfors can, on behalf of the Customer, publish contact information in public registers such as PEPPOL, Tieke and Nemhandel. The Customer is responsible for ensuring that the necessary consents connected with the publishing of contact information have been obtained.

## 8 Expiry of the agreement

Unless otherwise agreed between the parties in the Customer Agreement, the Agreement applies indefinitely, with a mutual notice of termination period of 3 months.

## 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.

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