

# eBREV

## Special Terms and Conditions

Applicable commencing 1 January 2018

This service is supplied by Strålfors Svenska AB (reg. no. 556102- 9843). Other subsidiaries of PostNord AB (publ) (reg. no. 556128- 6559) may be authorised to enter into agreements on behalf of Strålfors Svenska AB. However, Strålfors Svenska 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 agreement appendices related to this service shall always mean Strålfors Svenska AB.

The **eBREV** service refers to production and distribution of physical postal items submitted by the Customer in electronic form (hybrid mail).

eBREV consists of a basic service: eBREV, in addition to the basic service, the Customer may also supplement the service with options. The detailed scope of the content of the Service is set forth in the Customer Assignment ("Customer Assignment").

The Service is provided pursuant to these Special Terms and Conditions as well as the provisions of the specific Customer Assignment. Unless otherwise stated in these Special Terms and Conditions or agreed separately with Strålfors, PAKN shall apply.

### Definitions

**Agreement:** The agreement which refers to these Special Terms and Conditions applicable from time to time, PostNord's General Terms and Conditions for Businesses and other organisations (PAKN) 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.

**GDPR:** General Data Protection Regulation. From 25 May 2018, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free flow of such data and repealing Directive 95 / 46 / EC.

**Customer Assignment:** Appendix to the Agreement which defines Strålfors instructions 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 digital colour print. The version of Instructions Colour applicable from time to time is available at [stralfors.se/villkor](http://stralfors.se/villkor).

**Technical specifications eBREV:** 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 Technical specification eBrev applicable from time to time is available at [stralfors.se/villkor](http://stralfors.se/villkor).

**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 insert production. The version of Instructions Inserts applicable from time to time is available at [stralfors.se/villkor](http://stralfors.se/villkor).

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

**PAKN:** PostNord's General Terms and Conditions for Businesses and Other Organisations applicable from time to time, available at [postnord.se/villkor](http://postnord.se/villkor).

**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.

### 1 Scope of the Service

The table below states the content of the basic service and the options which the Customer can select at additional cost. The table also states available Supplemental Services ("Supplemental Services") which are provided pursuant to separate agreements in accordance with section 3. Note that physical distribution always constitutes an integrated part of the eBREV service.

Function	eBREV
White, A4 sheet, 1 microperforation	Included
Simplex (printing on one side of a sheet)	Included
Duplex (printing on both sides of a sheet)	Optional
Colour printing (business colour)*	Included
Enveloping in C5 standard envelope	Included
Enveloping in C4 standard envelope**	Included
Enveloping in S65 standard envelope	Included
Customer-specific envelope	Optional
Customer-specific paper	Optional
Self-mailer	Optional
Poly wrapping	Optional
Variable perforation***	Optional
Inserts	Optional
Start-up cost ****	Yes
Subscription charge for Data Preparation	Yes
Data Preparation formatting for colour printing	Yes
Late submission	Optional

<b>Physical distribution:</b>	
- Klimatekonomiskt eBREV (Climate-efficient)	Optional
- ADM	Option
- Klimatekonomisk ADR (Climate-efficient ADM)	Optional
- First Class Mail Domestic	Option
- Economy Mail Domestic	Option
- First Class Mail International	Option
- Economy Mail International	Option
- Co-sending (i.e. simultaneous mailing)	Option
- Co-sorting (i.e. joint enveloping)	Option
<b>Supplemental services:</b>	
- eArchive*****	Option
- e-Invoice*****	Option
- e-mail*****	Option
- SMS*****	Option
- EDI message*****	Option

\* Included up to 15% colour coverage \*\* In addition to the price for the basic services, see section 5 \*\*\* Variable perforation included with one (1) perforation, volume limit per file for the article is 5,000 postal items. \*\*\*\* Start-up cost is charged per customer assignment per day. \*\*\*\*\* Constitutes supplemental service and governed in section 3.

## 2 Options

The Customer can choose to be connected to one or more of the options set forth below. The prices for the options are set forth in Strålfors' Price Appendix for each service applicable from time to time.

### 2.1 Klimatekonomiskt eBREV (Climate-efficient)

The Customer can select the option to send a climate-efficient eBREV. A climate-efficient eBREV is produced in an environmentally-certified production- and distribution chain (ISO 14001 and the Nordic Swan Ecolabel). A climate-efficient eBREV is always printed duplex and cannot be combined with customer-specific paper, envelopes and/or enclosures. A climate-efficient eBREV is always sent by Economy Mail.

### 2.2 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 for the right assignment. SRM-code on envelopes can only be used in conjunction with SRM-code from the address database.

### 2.3 International mail

In cases where eBREV 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 prices and other terms and conditions for the additional services are set forth in the Price Appendix and in the Special Terms and Conditions for each service applicable from time to time. More information is available at [stralfors.se/villkor](http://stralfors.se/villkor).

## 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 PAKN.

### 4.1 Connection

Strålfors connects the Service in the manner set forth in Instructions eBREV. The instructions state, among other things, the requirements placed on the Customer in respect of electronic submission of postal items for the selected basic service. 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 takes according to a separate agreement with the Customer or at its request. The compensation shall be payable per hour pursuant to the hourly rate stated in the Price Appendix.

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.

### 4.2 Forwarding and conversion

In order to enable Strålfors to forward and convert messages on behalf of the Customer, the Customer must, where necessary, allow Strålfors to break the data envelope and, in conjunction with conversion, transfer quantities of data pursuant to the specifications agreed between the Customer and Strålfors. If the Customer intends to use functions for encrypting, sealing and signing messages, special agreements with Strålfors for such handling are necessary.

### 4.3 Postage optimisation

#### 4.3.1 Co-sending

"Co-sending" (i.e. simultaneous mailing) means that the Customer's volume of letters is aggregated when printing and enveloping letters in order to create larger shipments, provided that the letters have the same measurements, and the weight difference between the postal items does not exceed 30 grams and the shipment complies with PostNord Meddelande AB's ("PostNord's") posting terms and conditions for physical postal items for the relevant type of distribution.

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

#### 4.3.2 Co-sorting

"Co-sorting" (i.e. joint enveloping) means that several documents to the same address are placed in a single envelope when printing 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.

### 4.4 Delivery time

If the Production Documentation is submitted to the receiving function designated by Strålfors not later than 9.00 am on weekdays, or the time of day stated in the Customer Assignment, delivery shall normally be made to the addresses in accordance with PostNord's terms and conditions for the chosen distribution service in effect at any time, see [postnord.se](http://postnord.se).

Delivery times may be increased if submission takes place after the submission times stated above or after the time of submission as separately agreed.

#### 4.4.1 Screening of mail

In accordance with the EU Regulation EC 300/2008 all postal items carried by aircraft have to be screened. If the content in the postal item cannot be identified in the screening process, the postal item in question will not be carried by aircraft. If

possible, the postal item will in such a case be transported to the receiver using other means of transport and will be delayed. In all other cases the postal item will be returned to the sender.

## 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 are stated, for example, in the Customer Assignment or PAKN.

### 5.1 Production Plan

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 10 Business Days prior to 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, changes, or missing, 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. The Customer is, in these cases, not entitled to claim any compensation or damages from Strålfors and Strålfors is relieved of all responsibility.

A Web template for the Production Plan is available at [stralfors.se/villkor](http://stralfors.se/villkor).

#### 5.1.1 Deviations from the 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. Notifications of changes in the Production Plan are made to the agreed contact person at Strålfors.

### 5.2 Production Documentation

The Customer shall provide Production Documentation in the manner separately agreed and in accordance with the Technical Manual, Customer Assignment and other documentation provided by Strålfors.

The Customer shall ensure that the Production Documentation is complete and accurate and provided at the agreed time and that the Production Documentation does not in any manner contravene applicable laws, regulations and provisions of public authorities or contain data which can cause damage to Strålfors' equipment or software or cause damage to Strålfors in any other way.

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 sub-

mit new documentation. Strålfors shall have no liability whatsoever for any delays or errors which may then arise. 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 according to Strålfors' price list applicable from time to time.

### 5.3 Customer Assignment

The eBREV, which is covered by the agreement is 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.

The Customer Assignment constitutes an appendix to the Agreement and consists of two versions. The first version is preliminary and applies from and including the day on which the Customer agreement is signed. The second version is definitive and applies up to and including the day on which the connection is completed and all relevant information for the assignment is known. Strålfors shall have no obligation to commence the order until the definitive Customer Assignment has been appended to the Agreement.

### 5.4 Late submission of Production Documentation

It is possible, after a separate agreement and a surcharge, to postpone submission of the Production Documentation to Strålfors. The surcharge is stated in the price appendix.

### 5.5 eBREV production and supplement

Print and enveloping of eBREV is made using the printing, paper and envelope agreed in the Customer Assignment. More than 6 pages are enveloped in C4 envelopes at a surcharge. More than 40 sheets can be handled manually at a surcharge. Surcharges are stated in the Price Appendix applicable from time to time.

### 5.6 Customer-specific paper/envelopes or poly wrapping

Following agreement in a Customer Assignment, the Customer shall be able to receive printouts on customer-specific paper or envelopes. The customer also has the option of using customer-specific preprinted plastic. In order for the Customer to be permitted to use customer-specific paper and/or envelopes, an annual volume of 400,000 sheets is required. In order for the Customer to be permitted to poly wrap, at least 30,000 consignments per production run are required.

If the Customer no longer wishes to use customer-specific paper, envelopes or poly wrapping, or wishes to change the content or appearance of such material, the Customer has to notify Strålfors customer service of this in writing, no later than three (3) months before the date of the termination or change. If the Customer does not adhere to this period of notice, the Customer shall compensate Strålfors for the cost of any stocks of the materials that can no longer be used in production for the Customer. If customer-specific paper, envelopes or plastic remain in stock after the expiry of the notice period of three months, Strålfors has the right to destroy the material at the Customer's expense.

### 5.7 Colour

Colour print requires special handling. The Customer shall be responsible in such case for formulating the Production Documentation in accordance with the guidelines stated in Instructions - Colour and which are available at [stralfors.se/villkor](http://stralfors.se/villkor).

### 5.8 Inserts

eBREV which can contain inserts requires special handling. The Customer Assignment states whether inserts are to be inserted with postal items. If the inserts are external (not ordered through Strålfors) a start-up fee must be paid per file for production. Inserts must follow the guidelines stated in Instructions Inserts and which are available at [stralfors.se/villkor](http://stralfors.se/villkor).

## 5.9 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. However, the production cannot be suspended after the postal items have been completely produced for physical distribution or Strålfors deems that it is not possible to recall and destroy produced materials.

## 5.10 Invoicing address

The Customer shall provide a correct invoicing address and inform Strålfors of any change of invoicing address. If Strålfors invoices to an incorrect address due to the Customer's failure to fulfil its information obligation, Strålfors shall re-invoice at the Customer's expense. Re-invoicing shall not release the Customer from the obligation to pay in a timely fashion in accordance with the original, correct invoice.

## 6 Delivery

### 6.1 Individual postal items and shipments

eBREV can be delivered as individual postal items (1-499 postal items) or as shipments. For shipments, the postal items must have the same format. The items' weight may not vary by more than 30 grams between the heaviest and lightest items, and the postal items must have the same sender. Strålfors shall ensure that sorting takes place in accordance with PostNord's terms and conditions for the stated type of shipment. The following table states the minimum number of postal items for various shipment alternatives:

Shipment	Minimum number of postal items
Unsorted	500
Sorted Normal	5,000
Sorted Low	5,000

For postal codes which are covered by the Normal and Low price, respectively, as well as for other distribution terms and conditions for shipments, see [postnord.se](http://postnord.se).

### 6.2 Customs declaration and other export documents

When a shipment is sent outside of the EU the Customer's agent must be stated on the freight document. The customer also appends a commercial invoice, single administrative document and, where applicable, certificate of origin in the form of an invoice declaration or EUR 1, depending on the value of the goods in the shipment.

## 7 Processing of personal data

**7.1** Within the framework of fulfillment of the Agreement with the Customer, PostNord Strålfors may process personal data on behalf of the Customer. The categories of personal data and the categories of persons registered that will be processed in the fulfillment of the Agreement are set out in the Agreement, the service descriptions and the special terms and condition for the services covered by the Agreement from time to time. This may involve names, postal addresses, email addresses, phone numbers, details of the contents of shipments, recipient information. It may also be appropriate for ages, personal ID number, preferences, behavioral patterns, account card details, account statements, other bank details, healthcare information, insurance certificates, notifications from governmental and municipal organizations, notifications from tax authorities, courts payroll information, details of illness, etc. relating to the Customer's, senders and recipients of shipment and notifications, the Customer's employees and hired consultants, as well as employees and hired consultants of the Customer's business partners and suppliers to be processed. Personal data will be processed by PostNord Strålfors for the purpose of fulfilling PostNord Strålfors' obligations under the Agreement. Processing will take place for as long as it is required for the fulfillment of the Agreement. When the service or element of the service has been completed, PostNord

Strålfors shall store the personal data for retrieval purposes in the event of production faults during the time when claims may be lodged against PostNord Strålfors in respect of production faults.

**7.2** PostNord Strålfors is to be considered to be personal data processor for personal data for which the Customer is personal data controller in the sense intended by applicable data protection legislation.

**7.3** Requirement in the processor regulation that derives from GDPR, but not from applicable legislation that is in force before May 2018, shall apply between the parties as from the date on which GDPR enters into force. Before May 2018, applicable data protection legislation refers to the Swedish Personal Data Act (SFS 1998:204) or equivalent local legislation.

**7.4** PostNord Strålfors undertakes only to process such personal data to which PostNord Strålfors is given access during the Agreement in accordance with the Agreement as well as any other instructions documented by the Customer. PostNord Strålfors undertakes to fulfill the obligations deriving from GDPR, including those in Article 28.3 a)-h) GDPR.

**7.5** PostNord Strålfors has a general right to engage sub-contractors for the performance of PostNord Strålfors' personal data processing under the Agreement. To the extent that PostNord Strålfors engages subcontractors (sub-processors) who will process the Customers' personal data, the following shall apply. PostNord Strålfors shall on request notify the Customer of any plans to engage new sub-processors or to replace sub-processors so that the Customer has the opportunity to object to such changes. In relation to the sub-processors who are engaged PostNord Strålfors shall enter into agreements on the processing of personal data on the same terms and conditions as in the clause. If PostNord Strålfors engages subcontractors in a third country, PostNord Strålfors undertakes to make sure that a legal basis exists for the transfer to the third country in accordance with applicable data protection legislation.

**7.6** PostNord Strålfors' liability for any damage in connection with PostNord Strålfors' obligations under this clause shall not, for each year of the contract, exceed the equivalent of fifteen (15)% of what the customer is billed by PostNord Strålfors during the contract year in question.

**7.7** The parties are in agreement that PostNord Strålfors' compensation during the Agreement does not include compensation for PostNord Strålfors' actions and activities that are required to comply with this clause. PostNord Strålfors shall have the right to compensation on an open account basis for any work and documented costs for undertaking action and activities in accordance with this clause.

## 8 Shutdown

Strålfors shall be entitled to shut down its production system for service and upgrades which will, to the greatest possible extent, 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 shut-downs 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 terminate the Service with immediate effect.

## 9 Termination of the Agreement

Strålfors shall be entitled to terminate the Agreement if a customary credit check upon execution of the Agreement shows the Customer's financial circumstances are such that there is good reason to believe that payment will not be made in a timely fashion.

## **10 Liability**

PAKN contains applicable liability terms and conditions.

In the event of any loss, diminution, damage or delay of letters, the maximum amount refunded shall be the postage for the letter. "Delay" means letters which are delivered or notified to the Recipient significantly later than the day on which delivery or notification would normally have taken place.

In the event of any defect, deficiency or delay in conjunction with performance of e-distribution or production of eBREV or other services which do not pertain to the distribution of physical letters, Strålfors' liability shall be limited to the compensation which the Customer paid for the e-distribution of the erroneous, deficient or delayed message or which applied to the performance of the other service.

## **11 Customer Support**

Complaints and claims shall be made to Strålfors through a complaint template available [at stralfors.se/reklamationer](http://stralfors.se/reklamationer).

Questions to customer support shall be made to [customer.service@stralfors.se](mailto:customer.service@stralfors.se)

Telephone: +46 (0)10-331 25 25

