

# We Mail

## Special Terms and Conditions applicable as of 02.05.2023

The company PostNord Strålfors AB (corp. ID no. 556102-9843) provides this service. Other subsidiaries of PostNord Group AB (corp. ID no. 556128-6559) may be authorized to enter into agreements on behalf of PostNord Strålfors AB. However, PostNord Strålfors AB is always the Customer's contractual party. In these Special Terms and Conditions, as well as in the Price Appendix and any other contractual appendices associated with this service, "Strålfors" considered to refer to PostNord Strålfors AB.

The **We Mail** service is considered to refer to the production and distribution of physical items that the Customer has handed over in electronic form or via web interface (hereinafter "the Service").

The Service is provided pursuant to these Special Terms and Conditions, as well as what is stated in the specific Customer Assignment (hereinafter the "Customer Assignment") or Instructions We Mail On Demand ("Instruktion WOD") In the absence of any statement to the contrary in these Special Terms and Conditions, or unless agreed separately with Strålfors, the version of PostNord Strålfors' General Terms and Conditions ("PNSGTC") in effect at any time applies.

### Definitions

**Working day:** Weekdays that are not public holidays and with the exception of such days as are customarily full- or half-day holidays in the country where the Service is provided.

**The Agreement:** The agreement that refers to same in accordance with the Special Terms and Conditions and PostNord Strålfors' General Terms and Conditions (PNSGTC) in effect at any time, as well as the associated appendices and other contract documents.

**Letter Template:** The Customer's material in physical or electronic form, which constitutes the basis for setting up the layout and regulations for the provision of the Service.

**Instructions Colour:** Document containing instructions for the Customer with regard to the Service, prepared by Strålfors, and which may only be updated and amended by Strålfors. The version of Instructions Colour in effect at any time is published online at [stralfors.se](http://stralfors.se).

**Postal Operator:** Postal Operators that Strålfors offers to handle distribution of physical consignment in the Service.

**We Mail On Demand:** ("WOD") By WOD is meant the production and distribution of physical or electronic consignments via webapplication.

**Instruction We Mail On Demand:** ("Instruktion WOD") Document with instructions for We Mail On Demand, see [www.stralfors.se](http://www.stralfors.se).

**Technical specification We Mail:** Document containing instructions for the Customer with regard to the Service, prepared by Strålfors, and which may only be updated and amended by Strålfors. The version of the Technical specification in effect at any time is available as stated in Article 9.

Does not apply to purchases via WOD.

**Customer assignment:** Appendices to the Agreement that defines Strålfors' assignment and specifies the Customer's undertakings.

Does not apply to purchases via WOD.

**Production Documentation:** The Customer's material in electronic format and in the agreed file format as set out in the "Technical specification" constitutes the model and the 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.

Does not apply to purchases via WOD.

**PNSGTC:** The PostNord Strålfors General Terms and Conditions in effect at any time, as published online at [stralfors.se](http://stralfors.se).

## 1 Scope of the Service

The service consists of the basic service and the Strålfors Reliable Mailing (SRM) service as set out below, as well as a number of possible supplementary options. The specific scope of the contents of the Service is stated in the Customer assignment.

### 1.1 Basic service

Strålfors handles the incoming file, printing, enveloping and sorting of items for the Postal Operators. The Service includes standard white paper, double-sided printing (duplex), color (Business Colour, duplex) 4/4 and the standard We Mail envelope with postage paid label and postage. Please note that physical distribution always forms an integral part of the We Mail service.

### 1.2 SRM (Strålfors Reliable Mailing)

SRM refers to a function that increases the accuracy of the enveloping process. The function involves using optical reading to check each and every printed and enveloped item against data about the item in question in the Customer's database, allowing incorrect items to be identified, removed and reprinted.

### 1.3 Electronic (or other) notification to the Postal Operators

"Electronic or other notification" refers to Strålfors, at the Customer's expense, providing notification about consignments in accordance with the Postal Operator's special terms and conditions for the service and PNSGTC.

## 2 Optional extras

None of the following options apply to purchases via WOD.

### 2.1 Track & Trace

As an optional extra, the Customer may choose the Track & Trace function which makes it possible to use a Web interface to follow the production process of We Mail items at the Strålfors plant.

#### 2.1.1 Traceability via Web interface

An internet-based tracking system that Customers can use to monitor the production process.

#### 2.1.2 Traceability via Web Services

Web Services tracking allows the Customer to monitor production via the Strålfors Web Services Interface on the basis of status reports issued automatically at each chosen step of the production process.

### 2.2 Duplicate File Check

The Duplicate File Check option can be used to guard against the risk of sending duplicate mail items. The files are identified using an algorithm based on the content of the file in question, calculated separately for each data file. When the program identifies a file that has been sent to Strålfors multiple times, the program stops processing the file and the error is reported to the Customer via Strålfors Customer Service.

### 2.3 Confirmation of reception by email

To confirm reception of the file, a receipt is returned to the Customer at the stated address.

The confirmation of reception contains information about the name of the file, time of reception and file size.

### 2.4 Perforation

The customer may, as an option, obtain a static perforation (included in the basic fee) according to the "Technical specification".

### 2.5 Extended security regarding the handling of special categories of personal data

In cases where the customer's production files contain special categories of sensitive personal data in accordance with the Data Protection Regulation, Article 9, the customer may, as an option, by special agreement in the Customer Assignment, obtain an increased security for handling them.

## 3 Supplementary services

Prices and additional terms and conditions for the supplementary services are stated in the Price Appendix and the Special Terms and Conditions for the respective services in effect at any time.

## 4 Strålfors' undertakings

Strålfors is to provide the service as described in detail in the Customer Assignment, in accordance with the present Special Terms and Conditions and PNSGTC.

### 4.1 Production Documentation

On expiry of the agreement or completion of the Services in accordance with the present Agreement, Strålfors is to destroy the Production Documentation.

### 4.2 Connection

Strålfors is to connect the Customer in the manner described in the Customer Assignment and the "Technical specification".

If, in the opinion of Strålfors, the Customer has failed to provide information or measures necessary to the connection, Strålfors shall be entitled to interrupt the connection until such necessary information has been provided or the relevant measures adopted.

Strålfors is entitled to charge extra for reasonable time spent on connecting the Customer or for delays at-

tributable to the Customer – late deliveries, for example – and for any other activity or measure that Strålfors performs according to a separate agreement with the Customer or at the Customer's request. The extra charge will be calculated per hour, according to the hourly rates stated in the Strålfors price list in effect at any time.

If the Customer wishes to make changes that involve having to reestablish the connection either fully or in part, Strålfors will be entitled to compensation in accordance with the hourly rates charged by Strålfors at any time. Any such changes must be agreed in writing between the parties in the Customer Assignment.

4.2 does not apply to purchases via WOD.

### 4.3 Delivery time

If the Production Documentation is delivered to the reception function stipulated by Strålfors no later than 09:00 on weekdays, hand-over for mailing to Postal Operator will take place the same day, and distribution to the addressees will be performed in accordance with the Postal Operator's terms and conditions for the chosen distribution service in effect at any time.

In case of one-time shipments of more than 10,000 letters, per production day, outside of the submitted Production Plan, prior notification must be made by the Customer to Strålfors Customer Service, no later than three (3) working days before the start of production. Strålfors reserves the right to thereafter set a delivery time.

Purchases via WOD: For documents that are uploaded no later than 08.00 working days, hand-over for mailing will take place the same day, and distribution to the addressees will be performed in accordance with the Postal Operator's terms and conditions for the chosen distribution service in effect at any time. The transit times may be extended if hand-over is performed after the drop-off time stated above.

## 5 The Customer's obligations

The Customer is to fulfil the obligations stipulated in the present Special Terms and Conditions, as well as any other measures not included in these conditions, but which may be incumbent on the Customer as stated in the "Technical specification", the Customer Assignment or PNSGTC.

### 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](http://stralfors.se).

**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 is to supply the Production Documentation in the manner specifically agreed, in accordance with the "Technical specification" and any other documentation provided by Strålfors.

The Customer is responsible for ensuring that the Production Documentation is complete and correct, that it is provided at the agreed time, and that it does not in any way conflict with applicable laws, statutory orders or public authority regulations; nor may the Production Documentation contain data that may damage Strålfors' equipment or software, or cause damage to Strålfors in any other manner.

If the Production Documentation is so incomplete or error-filled that Strålfors considers production to be impossible, Strålfors is to contact the Customer to give the Customer the opportunity to supplement the basis or deliver a new version. Strålfors is in no way liable for any delays or errors that may occur in such cases. If, in Strålfors' judgement, shortfalls in the Production Documentation can be corrected by Strålfors, then Strålfors has the right – but not the obligation – to make such corrections for separate compensation according to the Strålfors Price Appendix in effect at any time.

Purchases via WOD: The customer is responsible for ensuring that data material is previewed and approved for production. No contact is made between Strålfors and the Customer in case of any errors, see Instruktion WOD.

## **5.3 Customer assignment**

The assignment covered by the Agreement is stated in the respective Customer assignment attached to the Agreement. If the Customer wishes to add new Customer assignments during the contractual period that involve changes which in Strålfors' judgement affect the basis for the agreed prices, terms and conditions laid down in the Agreement, such changes must be based on a written supplementary agreement.

## **5.4 Material**

Printing and enveloping of We Mail items is performed using standard paper and We Mail standard envelopes. Printing and enveloping in C5 envelopes are included in the basic service. Mail involving more than 6 sheets will be enveloped in C4 envelopes. Mail involving more than 40 sheets will be dealt with in the manner most appropriate to the distribution. Prices are stated in the Price Appendix.

For purchases via WOD, handling of more than 40 sheets is not offered, see Instruktion WOD.

## **5.5 Color**

The Customer assignment specifies which commissions are to be printed in color. In such cases, the Customer is responsible for ensuring that the Production Documentation is designed in accordance with the guidelines set out in "Instructions Colour" and the "Technical specification" which are published online at [stralfors.se](http://stralfors.se).

## **5.6 Suspension of production**

Once Strålfors has received the Customer's Production Document, production cannot be suspended.

## **5.7 Return address**

The Customer must ensure that We Mail can be provided with a proper Swedish return address according to "Technical specification". In the event that a letter is returned to Strålfors due to an improper return address, Strålfors has the right to destroy the letter.

# **6 Delivery**

## **6.1 Distribution**

We Mail is delivered by Strålfors as a distribution consignment with Strålfors as the sender. Strålfors is responsible for ensuring that sorting is performed in accordance with the Postal Operator terms and conditions for the consignment type stated and debited in accordance with the Price Appendix in effect at any time.

# **7 Production shutdown**

Strålfors has the right to shut down its production system in order to perform service procedures and upgrades, which to the greatest extent possible are to be scheduled so as not to affect performance of the Service. If possible, the Customer shall be given advance notice of planned system shutdowns.

The Customer understands and accepts that the services may be unavailable from time to time due to planned and/or unplanned shutdowns for necessary service and maintenance of the services and/or the Strålfors system. Strålfors accepts no liability for errors or delays that occur during such shutdowns.

In order to prevent obstacles to production, Strålfors is to ensure that backup routines exist.

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

# **8 Liability**

The applicable terms and conditions of liability are set out in PNSGTC.

Strålfors' potential damages are limited to the renewed production of commissions that may be necessary to obtain an agreed result. Strålfors accepts no liability for damages incurred by the Customer or a third party, except in cases where such damages are the result of deliberate action or gross negligence.

In cases where the Customer claims renewed production or an investigation into an error the Customer suspects was caused by Strålfors, but which proves to have been caused by the Customer, or if it transpires there was no error, Strålfors shall be entitled to claim compensation for the extra measures taken, in accordance with the Price Appendix in effect at any time.

In the event of loss, reduction, damage or delay of letters, compensation payable is limited to no more than the postage paid for the letter. In this context, "delay" is taken to mean letters delivered or notification sent to the Recipient significantly later than the day on which distribution or notification would normally have taken place.

## **9 Publication of documents related to the service, including Customer terms and conditions and Customer Support etc**

The websites stated below publish the country-specific technical specifications in effect at any time, as well as other documents related to the service and Customer terms and conditions, i.e. the Special Terms and Conditions and PNSGTC for each individual service. Documents related to the service and Customer terms and conditions published according to the list below apply in the country where the Service is provided by Strålfors, in the language in which the Agreement was drawn up. Contact information and Customer Support's opening hours in each country are also published on the web pages stated below.

Denmark: [stralfors.dk/vilkaar](https://stralfors.dk/vilkaar)

Finland: [stralfors.fi/ehdot](https://stralfors.fi/ehdot)

Norway: [stralfors.no/vilkar](https://stralfors.no/vilkar)

Sweden: [stralfors.se/villkor](https://stralfors.se/villkor)