Card Solutions
Special Terms and Conditions Applicable commencing 20170101

The Card Solutions service refers to personalisation and other services related to Physical Cards as described in detail below (the “Service”) and/or the provision of Physical Cards (Loyalty- or Giftcard, Payment Card, SIM-Card, RFID-Card).

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
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.

Customer Assignment: Appendix to the Agreement which defines Strålfors’ assignment and specifies the Customer’s undertakings.

Material: Material, Customer Assignment, production plan and/or Production Documentation which is necessary for production/provision of the Service.

Physical Cards: The Physical Cards specified in the Customer Assignment and which are provided by Strålfors pursuant to the Agreement.

Production Documentation: The Customer’s material in physical or electronic form which constitutes the applicable edition and basis for provision of the Service.

SGTC: Strålfors’ General Terms and Conditions applicable from time to time, available according to section 10.

1 Scope of the Service
The Service may consist of one or more of the components set forth below. The detailed scope of the content of the Service is set forth in the Customer Assignment. The prices for the Services are set forth in Strålfors’ price appendix applicable from time to time.

1.1 Physical Cards
1.1.1 Loyalty Card
Loyalty Card means cards that are used to identify a customer and collect customer information and/or give the customer offers and/or returns in different forms. The cards are personalised. The cards may be designed in many ways depending on the customer’s requirements.

1.1.2 Gift Card
Gift Cards means prepaid cards that are used as mean of payment similar to account cards. The cards are uniquely identifiable. The cards may be designed in many ways depending on the customer’s requirements.

1.1.3 Payment Card
Payment Card means cards that are used as mean of payment. The cards are personalised. The cards may be designed in many ways depending on the customer’s requirements.

1.1.4 SIM-Card
SIM-Card (Subscriber Identification Module) means cards that are used for telecommunication. The cards are personalised through programming of the chip included in the card as well as print.

1.1.5 RFID-Card
RFID-Card (Radio Frequency Identification) means cards that are used as contact less cards. The cards may be designed in many ways depending on the customer’s requirements.

1.2 Card personalisation
The service entails magnetic bar-coding, chip loading, embossing, laser engraving ink-jet printing and/or thermo printing of Physical Cards.

1.3 Carrier personalisation and card mounting
The service entails printing of carrier and/or cover letters.

1.4 Enveloping and mounting of Physical Cards
The service entails mounting of Physical Cards on cover letters as well as enveloping, where appropriate with an enclosure.

1.5 Self Mailing
The service entails mounting of Physical Cards on cover letters as well as enclosing of carrier. The mail items do not include a separate envelope.

1.6 PIN Laserline, Self Mailing
The service entails printing of PIN Selfmailer, with or without prior generation of PIN.

1.7 PIN Enclosing
The service entails printing of PIN mailing envelope with or without prior generation of PIN.

1.8 Key management
The Service entails management of cryptographic keys for card or PIN applications.

1.9 Proofing
Proofing entails that the customer receives a physical card sample, a physical hard copy or an electronic proof. (PDF)

1.10 Customised reports
The Service entails production and distribution of reports regarding the production and distribution assignment.

1.11 Warehouse storage
The Service entails that Strålfors provide warehouse storage for customer material.

2 Physical Cards
Strålfors retains sub-contractors for production of Physical Cards. Strålfors may provide the Service and/or deliver Physical Cards through one-off deliveries or by periodic deliveries in accordance with the Customer Assignment.

2.1 Provision of Physical Cards
2.1.1 Warranty
Strålfors shall provide Physical Cards in accordance with the Customer Assignment and the manufacturer’s specifications for the Physical Cards which are to be delivered.

In the event the delivered Physical Cards demonstrate deviations from the Customer Assignment or the manufacturer’s specifications applicable from time to time which, upon professional assessment, are not deemed insignificant, Strålfors undertakes to replace the defective Physical Cards at no cost to the Customer. Strålfors’ liability for Physical Cards is limited to the provisions of this section.

2.1.2 Batch errors and batch deviations
In conjunction with deliveries of Physical Cards, where fewer cards are delivered than agreed in the Customer Assignment, there shall be deemed to be a batch error.

In the event of a batch error which is less than or equal to three percent (3 %) of the total batch, the Customer shall be entitled to a price deduction by the same percentage as corresponds to the size of the batch error.

In the event of a batch error which exceeds three percent (3 %), the Customer shall be entitled either to request delivery of additional Physical Cards up to the ordered amount or request a price deduction corresponding to the size of the batch error.

Batch excess, i.e. delivery of a number of Physical Cards in excess of the number agreed in the Customer Assignment, it
shall be entitled to withhold delivery until the
Customer pays the invoice in a timely manner,
suspect that the Customer
Where

2.2.3 withdrawal.
for which payment has not been made. Title to
Customer in accordance with the Agreement
stores printed items produced on behalf of the
Customer. The cost for paid customer stock is
printed items have been paid for in full by the
accordance

2.2.2 with the completed output.

2.1.3 Liability for Physical Cards
The Customer bears full liability for the
Physical Cards sold by Strålfors to the
Customer and the Customer shall hold
Strålfors harmless in respect of all obligations
including, however not limited to:
• obligations pursuant to national or
international legislation or principles regarding
product liability, which directly or indirectly
relate to the manufacture, marketing, sale or
other service of Physical Cards;
• claims from a third party in respect of
property damage or personal injury or other
damage incurred by a third party;

Consequently, the Customer shall be liable for
all patent infringement or infringement of any
third party intellectual property rights due to the
manufacture, marketing or sale of Physical
Cards.

2.2 Customer Stock
The Customer Assignment, Tender or Order
Confirmation states which customer stock
alternative is to be provided.

2.2.1 Paid customer stock
"Paid customer stock" means that Strålfors
stores printed items which are produced in
accordance with the Agreement when these
printed items have been paid for in full by the
Customer. The cost for paid customer stock is
invoked in conjunction with the deposit into
stock. Other costs are invoiced in conjunction
with the completed output.

2.2.2 Unpaid customer stock
"Unpaid customer stock" means that Strålfors
stores printed items produced on behalf of the
Customer in accordance with the Agreement
for which payment has not been made. Title to
printed items produced on behalf of the
Customer passes to the Customer when
payment in full has been received by Strålfors.
Unpaid customer stock is invoiced upon withdrawal.

2.2.3 Sanctions in the event of any
unsettled debt for payment
and unpaid storage
Where Strålfors has reasonable grounds to
suspect that the Customer will not be able to
pay the invoice in a timely manner, Strålfors
shall be entitled to withhold delivery until the
Customer has paid, setting the Customer a
deadline for securing the payment. Where the
Customer’s payment is significantly in arrears
Strålfors shall be entitled to withhold any
further delivery to the Customer and set the
Customer a deadline for payment. Upon the
ineffective lapse of the set deadline for
securing the payment Strålfors may terminate
the Agreement (in full or in part) and take re-
course to the Customer's stock in order to
cover the unpaid debt. In the event the
Customer’s stock cannot fully cover the
Customer’s debt to Strålfors, Strålfors shall be
entitled to demand compensation from the
Customer for costs incurred in conjunction with
taking recourse to the Customer’s stock,
reduced income from the unpaid stock and
other direct losses.

In the event the Customer chooses not to take
possession of the material in stock and wishes
Strålfors to take care of disposal, Strålfors shall
be entitled to compensation from the Customer
for costs incurred in conjunction with disposal.

3 Options
The following options are available to the
Customer. The detailed scope of the content of
the Services is stated in the Customer
Assignment, Tender or Order Confirmation.
The prices for the options are set forth in
Strålfors’ price appendix applicable from time to
time.

3.1 Postage optimisation
3.1.1 Co-sending
“Co-sending” (i.e. simultaneous mailing)
means that the Customer’s Production
Documentation is aggregated before printing
and enveloping letters, in order to create larger
volumes for distributors.
The Customer Assignment shall state which
assignments are to be co-sent and how co-
sending is to take place.

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

3.1.3 Mail sorting
“Mail sorting” means sorting, loading and
administration of the finished mail items
according to the terms and conditions dictated
by the Customer’s choice of distributor and as
set forth in the Customer Assignment.

3.2 Electronic (or other) notification
“Electronic or other notification” means that
Strålfors, on behalf of the Customer and as
instructed by the Customer, provides
notification of mail items in accordance with the

distributor’s terms and conditions and SGTC.
The Customer’s choice of distributor and the
distributor’s terms and conditions pursuant to
the foregoing must be stated in the Customer
Assignment.

3.3 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. The
Customer Assignment states which
Production Documentation is to use SRM.

4 Supplemental Services
Supplemental services are linked to the
Service following a separate agreement
thereon. Prices and Special Conditions for
Supplemental Services are set forth in
Strålfors’ price appendix and Special Terms
and Conditions for each service, applicable
from time to time, and available according to
section 10.

5 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.

5.1 Production Documentation
Following termination of the Agreement or
when the Service is completed pursuant to the
Agreement, Strålfors shall return or destroy the
Production Documentation, in accordance with
the Customer's instructions.

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

6.1 Production Documentation

The Customer shall provide Production Documentation in accordance with the Customer Assignment. The Customer shall be liable for defects or delay in the Service due to defects in Production Documentation, errors in conjunction with transfer of Production Documentation or the Customer's delay in the provision of Production Documentation.

The Customer warrants that the Customer holds all rights to the Production Documentation and that the Production Documentation does not infringe any third party's patents, copyrights, trade marks, business names, registered designs, or other intellectual property rights and that no claims will be made against Strålfors as a consequence of the use of the Production Documentation by Strålfors or Strålfors' subcontractors in accordance with the Agreement.

The Customer undertakes to hold Strålfors harmless for all costs and all other damage incurred by Strålfors or Strålfors' subcontractors as a consequence of the Customer's breach of this section 6.1.

6.2 Customer Assignment

The assignments which are 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.

6.3 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 pursuant to hourly rates under “Other Prices” in Strålfors' price appendix applicable from time to time.

However, the production cannot be suspended after the mail items are ready for physical distribution or Strålfors deems it is not possible to recall and destroy produced material.

7 Delivery

Freight terms are ex loading dock at the Strålfors production facility unless otherwise agreed.

In conjunction with delivery, the mail items must be equipped with packaging which protects them against foreseeable damage during shipping and while in suitable storage at the Customer.

8 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 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 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.

9 Liability

SGTC contains applicable liability terms and conditions.

In the event of any defect, deficiency or delay in the performance of the Service or provision of Physical Cards, Strålfors' liability shall be limited to the compensation which the Customer has paid to Strålfors or shall pay in accordance with Strålfors' price appendix applicable from time to time, in respect of the production which is affected by the defect, deficiency or delay.

10 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 SGTC, 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.

- Denmark: www.stralfors.dk/vilkaar
- England: www.stralfors.co.uk/terms
- Finland: www.stralfors.fi/ehdot
- France: www.stralfors.fr/conditions
- Norway: www.stralfors.no/vilkar
- Poland: www.stralfors.pl/warunki
- Sweden: www.stralfors.se/vilkor