

# PostNord Strålfors General Terms and Conditions (PNSGTC)

Applicable commencing 2023-01-01. See [www.stralfors.no/vilkar](http://www.stralfors.no/vilkar)

## 1 Scope

1.1 These general terms and conditions govern services which PostNord Strålfors AS and other companies in the PostNord Strålfors AB group of companies provide in accordance with a specific agreement which refers to PNSGTC.

1.2 Any deviation from PNSGTC is conditional upon a specific agreement to that effect by PostNord Strålfors and the Customer. Such an agreement shall take precedence over these PNSGTC.

## 2 Definitions

**Agreement:** The agreement as well as appendices (incl. Special Terms and Conditions and PNSGTC) between the parties.

**Material:** Material, customer order, production plan and/or production documentation which is relevant for provision of the services.

**PostNord Strålfors:** The company within the PostNord Strålfors group of companies that is party to the Agreement.

**PNSGTC:** PostNord Strålfors General Terms and Conditions applicable from time to time, which are available at [www.stralfors.no/vilkar](http://www.stralfors.no/vilkar).

**Special Terms and Conditions:** The Special Terms and Conditions of the Agreement applicable from time to time which take precedence over PNSGTC and which govern the different services which are covered by the Agreement. The Special Terms and Conditions for each service are available at [www.stralfors.no/vilkar](http://www.stralfors.no/vilkar).

## 3 Prices

The Customer shall pay prices and fees in accordance with the Agreement. All prices and fees are stated exclusive of VAT.

## 4 Payment terms and conditions

4.1 Unless otherwise provided in Special Terms and Conditions, payment shall be made not later than fourteen (14) days from the date of invoice.

4.2 The due date is the date on which the payment must be booked on the account designated on PostNord Strålfors' invoice.

4.3 PostNord Strålfors may charge an invoicing fee. The fee, where applicable, shall be stated on the invoice.

4.4 The Customer shall provide PostNord Strålfors with the correct invoicing address and keep PostNord Strålfors informed of any changes. If an invoice does not reach the Customer because the Customer has failed to inform PostNord Strålfors of a change of invoicing address, PostNord Strålfors may re-issue the invoice on the Customer's expense. Re-issuing of the invoice shall not relieve the Customer of its obligation to pay in due time in accordance with the original correct invoice.

4.5 Where the Customer fails to pay the invoice in due time, PostNord Strålfors shall be entitled to penalty interest on arrears pursuant to law and reminder fees in the amount of fifty krona (NOK 50) per

invoice.

4.6 PostNord Strålfors shall be entitled to assign a claim and the right to receive payment under the Agreement to another company within the PostNord Strålfors group of companies.

4.7 Any complaint regarding errors in an invoice or other payment demand from PostNord Strålfors must be made within a certain time in order to be asserted against PostNord Strålfors; see section 16.

## 5 PostNord Strålfors' general undertakings

5.1 PostNord Strålfors undertakes, during the contract term, to provide services in accordance with the Special Terms and Conditions applicable from time to time, agreed specifications, and otherwise in accordance with the Agreement. PostNord Strålfors shall perform its undertakings under this Agreement with care and otherwise in a professional manner.

5.2 PostNord Strålfors shall be entitled to engage subcontractors for performance of its undertakings under this Agreement. PostNord Strålfors shall be liable for the subcontractor's performance of such undertakings.

5.3 PostNord Strålfors shall ensure that data of the Customer which is stored at PostNord Strålfors is managed pursuant to PostNord Strålfors rules for data security. PostNord Strålfors shall not be liable for transfer errors, distortion or loss of data or otherwise for security related to transfer of data via the telephone network, via the Internet or via its own networks. The Customer shall be liable for its own communications solutions.

5.4 To the extent that the Customer wishes PostNord Strålfors to handle and administer contact with the distributor of postal items or goods selected by the Customer, e.g. notification, PostNord Strålfors can undertake to do so in accordance with the Customer's instructions. The Customer shall ensure that PostNord Strålfors is informed of the Customer's distributor's current sorting instructions, deadlines, requirements and rules for notification, etc. The Customer shall be obliged to perform, correctly and in due time, the prerequisites which PostNord Strålfors deems necessary for PostNord Strålfors to perform the service ordered by the Customer in respect of contact with the Customer's distributor. PostNord Strålfors shall be entitled to invoice the Customer for time expended in establishing routines and systems, as well as the maintenance thereof, and for time expended in carrying out the day-to-day routines necessary for notification, other contact, or handling of the Customer's distributor. PostNord Strålfors shall have no liability for additional costs incurred due to delayed, erroneous or missing notification or suchlike unless PostNord Strålfors has itself caused the event which led to the delayed, erroneous or missing notification or suchlike.

## 6 PostNord Strålfors' liability and limitations of liability

6.1 PostNord Strålfors shall be liable only to the extent expressly stated in the

Agreement.

6.2 PostNord Strålfors shall not be liable where PostNord Strålfors has duly exercised normal caution.

6.3 PostNord Strålfors shall also not be liable if contractual performance is wholly or partly hindered by circumstances beyond PostNord Strålfors' control and which PostNord Strålfors could not reasonably have been expected to foresee and the consequences of which PostNord Strålfors could not reasonably have avoided or overcome.

6.4 The aforementioned shall also apply where a sub-contractor or a representative of PostNord Strålfors is prevented from performing any duties on behalf of PostNord Strålfors as a result of such circumstance.

6.5 PostNord Strålfors shall not be liable for defects or delays resulting from the Customer's failure to fulfil its undertakings under the Agreement.

6.6 Unless otherwise stated in the Agreement, PostNord Strålfors' liability shall be limited to the payment made by the Customer for the service during the invoicing period in which the damage occurred.

6.7 Under no circumstances, unless gross negligence or intentional breach, shall PostNord Strålfors be liable for indirect or consequential loss, such as lost profits, lost markets, or other similar damage or loss.

## 7 Customer's undertakings

7.1 The Customer shall ensure that necessary permits from governmental authorities and other third parties are in place and that any fees in conjunction with utilization of the service which are payable to any party other than PostNord Strålfors are paid.

7.2 To the extent that the service entails the Customer's provision of its own equipment or software, the Customer shall be liable for the same.

7.3 The Customer shall itself procure the communication services required in order to communicate with PostNord Strålfors or a third party. The Customer shall pay all costs for such communication. PostNord Strålfors is not liable for communication services.

7.4 The Customer undertakes to hold PostNord Strålfors harmless for all costs and all other damage incurred by PostNord Strålfors as a result of the Customer's actions in contravention of the Agreement.

7.5 To the extent the Customer shall provide Material the Customer shall be responsible for Material as follows:

- The Material shall be sent to PostNord Strålfors in an agreed format and shall carry no virus or otherwise risk damaging or having a negative impact on PostNord Strålfors' services or systems.

- The contents of the Material shall be complete and meet the requirements set forth in the Agreement. The Customer shall be responsible for making backup copies of the Material sent to PostNord

Strålfors.

- The Material may not infringe any copyright, trademark, or other intellectual property rights.

- The Material may not violate any act, ordinance, public authority instruction, use, or custom, e.g. the Marketing Practices Act and generally accepted marketing practices.

- The Material may not risk causing offence.

- The Material may not contain personal data in violation of applicable data protection legislation (e.g. GDPR).

- The Material may not contain incorrect information.

- The Material may not contain elements of pornography, violence, or incitement against ethnic groups.

7.6 The Customer shall be liable for loss, damage, delay, defects or deficiencies in the service which are caused by the content of the Material or transfer of the Material, or by the Customer's delay in the provision of the Material.

7.7 Where PostNord Strålfors is of the opinion that the Material or the Customer's use of the service in general is in violation of the provisions of this section 7 or that which is otherwise agreed, the Customer must immediately effect rectification. In the event PostNord Strålfors considers such rectification to be insufficient, PostNord Strålfors shall be entitled to terminate the Agreement prematurely pursuant to section 15.

## 8 Unexpected events

In the event that PostNord Strålfors, in the performance of the services, is obliged to act without first obtaining instructions from the Customer or, where applicable, the recipient, such actions shall be deemed to be taken on behalf of the Customer or the recipient, and such party shall bear the risk thereof.

## 9 Intellectual property rights

9.1 Intellectual property rights held by the Customer before entering the Agreement shall continue to belong to the Customer and not be transferred to PostNord Strålfors.

9.2 All intellectual property rights, software and technical solutions (including templates and layouts) regarding Strålfors' services and related soft-ware are the property of PostNord Strålfors and are not assigned to the Customer; nor may they be used by the Customer in any manner other than as expressly permitted by this Agreement.

9.3 Accordingly, the Customer may not make available to the general public systems, programs, methods, documentation, and suchlike. Nor may the Customer modify, develop, or sublicense the services or appurtenant software.

9.4 Where PostNord Strålfors provides technical solutions or software, the Customer shall only be entitled to utilize such technical solutions or software in conjunction with the service and only for such time as the Customer has access to the service.

9.5 PostNord Strålfors shall ensure that the Customer can utilize the services on the terms and conditions which are stated in the Agreement and that the Customer's utilization of the services does not constitute infringement of any third party patent, copyright, protected design, or rights to topography of semiconductor products. The Customer shall not be entitled to seek any remedy as a result of infringement beyond that which is set forth in this section 9.

9.6 Where a claim for infringement is made against the Customer pursuant to section 9, due to the Customer's utilization of the services in Norway, PostNord Strålfors shall, at its own expense, assume the action and defend the Customer against such claims. PostNord Strålfors' undertakings shall only apply provided that the Customer (i) immediately notifies PostNord Strålfors in writing of the claim; (ii) affords PostNord Strålfors access to all relevant and correct information and documentation which PostNord Strålfors may need to supervise the defense; and (iii) to a reasonable extent co-operates with PostNord Strålfors in conjunction with judicial and settlement proceedings. Provided that the Customer complies with the foregoing, PostNord Strålfors shall compensate the Customer for costs and damages which the Customer may, by virtue of a settlement approved by PostNord Strålfors or court judgment, may become liable to pay to a third party.

9.7 PostNord Strålfors shall have no liability under this section 9 in respect of claims based on: (i) such Material or otherwise which the Customer provides or when PostNord Strålfors complies with specifications, designs or instructions which are provided by the Customer or a third party on behalf of the Customer; (ii) the Customer's modification of the services; or (iii) utilization of the services in contravention of the Agreement.

## 10 Confidentiality

10.1 The parties may not disclose confidential information received by either party from the other party or received otherwise in connection with the performance of the Agreement, to a third party without the disclosing party's written consent. Confidential information includes the Agreement and any information of a technical, commercial, financial or other nature, which by its nature constitutes confidential information (e.g. customer registers, commercial information on individual business events, prices and pricing calculations), or which has been clearly specified by the disclosing party as confidential by labeling or otherwise.

10.2 The confidentiality obligation above does not apply to information that a party can show has become known to the party by other ways than through the Agreement or that is public knowledge. The confidentiality obligation also does not apply when a party is required to disclose by law, court or authority decision, or stock exchange regulations. If a party is required to disclose information in such manner, such party shall inform the other party of this before the disclosure takes place.

10.3 The parties may not use confidential information for any purpose other than the performance of the Agreement in accordance with its provisions. The

parties shall take all necessary measures to prevent its employees or contractors from disclosing or using confidential information in a way that breaches the confidentiality provisions in this section.

10.4 The parties shall ensure that only such personnel, own employees or employees of any subcontractor, who directly need access to confidential information in order to fulfill their obligations under the Agreement are given access to such information.

10.5 The parties' undertakings under this section apply during the term of the Agreement and five years thereafter, or until confidential information has become public knowledge in other ways than by a breach of the Agreement.

## 11 Amendments of provisions

11.1 PNSGTC and the Special Terms and Conditions applicable to the Agreement (jointly the "Customer Terms") are published on [www.stralfors.no/vilkar](http://www.stralfors.no/vilkar). The Customer is responsible for keeping apprised of the applicable Customer Terms. The Customer is aware and acknowledges that the Customer Terms may be amended during the term. Amendment may take place in any of the following ways.

11.2 The Customer Terms may be amended twice per year, with effect from the first business day in January and the first business day in May, through publication on [www.stralfors.no/vilkar](http://www.stralfors.no/vilkar) at least 30 days before effective date. The amendments are described in conjunction with the publication. On effective date, the new version of the Customer Terms will apply between the parties. If the Customer does not wish to accept the amendment of the Customer Terms, the Customer shall be entitled to terminate the Agreement, for the affected services, immediately. In such a case, the Customer must notify PostNord Strålfors thereof not later than the first business day prior to the effective date.

11.3 PostNord Strålfors shall also be entitled to, at any time, amend the Customer Terms when PostNord Strålfors believes that the amendment is necessary. PostNord Strålfors shall, in such case, send notice to the Customer at least 30 days prior to the entry into force of the amendment. If the Customer does not wish to accept the amendment, the Customer shall be entitled to terminate the Agreement, for the affected services, before the amendment enters into force by notifying PostNord Strålfors thereof prior to effective date.

11.4 PostNord Strålfors shall not be entitled to apply the provisions of the preceding paragraph to amend the Customer's price terms, unless expressly stated in the Agreement.

11.5 PostNord Strålfors shall, further be entitled to amend or set aside contract provisions immediately when necessitated by any law, ordinance or public authority or municipality decision, including price changes as a consequence of changed taxes or other charges. Such amendment of provision shall enter into force at the same effective date of the relevant law, decision, etc. PostNord Strålfors is obligated to inform the Customer about the actual effective date.

11.6 With exception of the amendments described above in this section 11, all amendments of provisions in the Agreement shall be agreed in writing and signed by authorized representatives of the parties.

## 12 Notices

All notices from one party to the other party must be sent to the address specified in the Agreement, or to a new address as specified subsequent to the execution of the Agreement, or otherwise to the last known address.

## 13 Changed circumstances

The Customer must inform PostNord Strålfors in respect of changes – especially with regard to company name, address, and where applicable account numbers for direct debit transfers - which, taking into account the Agreement, are of significance for PostNord Strålfors. All changes must be notified in good time.

## 14 Assignment

14.1 The Customer's rights and obligations in accordance with the Agreement may not be assigned to a third party without PostNord Strålfors' written consent. A new agreement must be executed in the event of any change in the corporate form of the Customer.

14.2 PostNord Strålfors shall be entitled, without the Customer's consent, to assign its rights and obligations, in one or more stages, in whole or in part, to any company within the PostNord Strålfors group of companies.

## 15 Premature termination

15.1 A party shall be entitled to terminate the Agreement with immediate effect in the event that:

- The other party commits a material breach in the performance of its obligations and has not rectified such breach within a reasonable time following demand therefor.
- The other party has entered into liquidation, petitions for or has been placed into bankruptcy, commences proceedings for a company reorganization, enters into composition negotiations, suspends its payments, or may be deemed to be insolvent.
- The other party is in default of payment for a period of more than ten days following the due date for payment and does not rectify the breach within a reasonable time of a demand for rectification of the breach.

15.2 PostNord Strålfors is entitled to terminate the Agreement if a customary credit check after the execution of the Agreement shows that the Customer's financial situation is such that there are strong reasons to suspect that payment will not be made in time.

15.3 The Customer shall not be entitled to a refund of payments made due to the premature termination of this Agreement by PostNord Strålfors in accordance with this section. In the event the Agreement is terminated as prescribed in the ordinary provisions governing termination, fees paid for a service shall be refunded insofar as such fees relate to the period after the Agreement has ceased as regards such service.

## 16 Notice of complaint

16.1 In the event notice of complaint is not given in due time, the defect cannot be

asserted against PostNord Strålfors.

16.2 Complaints shall be made to Strålfors without unreasonable delay. Remarks and claims cannot be made later than three months from the day on which the Customer became aware, or should have become aware of, the basis for the claim.

16.3 Complaints about errors in an invoice or other payment demand from PostNord Strålfors must be made not later than the due date.

## 17 Limitations period

17.1 Claims against PostNord Strålfors must be brought within a period of one year from the day specified below. Where claims are not brought within the prescribed period, the right to bring the claim shall be forfeited.

17.2 The time shall be calculated from the day on which the Customer became aware, or should have become aware, of the basis for the claim.

## 18 Statutory copies and archive copies

For certain types of documents the Customer and PostNord Strålfors are under a statutory duty (Norwegian Act of 9 June 1989 no. 32 on the submission of publicly available documents), to submit a specific number of so called statutory copies to Nasjonalbiblioteket (the National Library of Norway). Information on the duty to submit copies of documents is currently available on the websites [www.pliktavlevering.no](http://www.pliktavlevering.no) or [www.nb.no](http://www.nb.no). For practical reasons the Customer shall carry out the submission also on behalf of PostNord Strålfors. This is carried out at the Customer's expense. The Customer shall make clear that the submission takes place on behalf of both the Customer (as the publisher) and PostNord Strålfors (as the producer). The Customer shall hold harmless PostNord Strålfors for any loss caused by the Customer's failure to make a correct submission as required.

## 19 Processing of personal data

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

19.2 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 one or more of the following: the Agreement, the service descriptions and the Special Terms and Conditions for the services covered by the Agreement from time to time. The personal data that will be processed is contact information such as name, address, postal address, telephone number, social security number and e-mail address in order to perform the service.

19.3 If PostNord Strålfors is processing invoices for the Customer, the following additional data will be processed; customer number and payment information such as invoice reference.

19.4 If the Customer will send other personal data for processing to PostNord Strålfors, an instruction must be

established.

19.5 Depending on which personal data the Customer chooses PostNord Strålfors to process, there may also be sensitive personal data such as personal health data, membership in a trade union and court decisions. In the case sensitive personal data will be processed an instruction must be established.

19.6 The personal data is deleted within 90 days after processing has been completed by PostNord Strålfors.

19.7 PostNord Strålfors will also process personal data for the Customer's and its partners' employees and hired consultants to deliver according to the Agreement. For this processing, PostNord Strålfors is the data controller. The personal information that will be processed is contact information such as name, email address and telephone number.

19.8 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 fulfil the obligations deriving from GDPR, including those in Article 28.3 a)-h) GDPR.

19.9 PostNord Strålfors has a general right to engage subcontractors 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 Customer's 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 this section 19. 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.

19.10 PostNord Strålfors' liability for any damage in connection with PostNord Strålfors' obligations under this section 19 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.

19.11 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 section 19. PostNord Strålfors shall

19.12 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 section 19.

## 20 Governing law and disputes

20.1 The Agreement shall be governed by Norwegian substantive law.

20.2 Insofar as any disputes regarding the interpretation and application of the Agreement cannot be resolved through negotiations between the parties, such disputes shall, unless such is opposed by any of the parties at the time the dispute arises, preferably be referred for mediation in accordance with the mediation rules of the Arbitration Institute of the Oslo Chamber of Commerce.

20.3 In the event a party opposes mediation or where such mediation is discontinued, the dispute shall, in the alternative, be decided by an authorized general court in Norway.

20.4 Notwithstanding the foregoing, the dispute shall be decided by arbitration in accordance with the Rules of the Arbitration Institute of the Oslo Chamber of Commerce if the value of the claim equals or exceeds 5 MNOK and either party demands arbitration. The arbitral tribunal shall be composed of three arbitrators. The seat of arbitration shall be Oslo. The language to be used in the arbitral proceedings shall be Norwegian.

## 21 Sanctions

Customer warrants that it neither directly nor indirectly is subject to any international sanctions (trade and financial sanctions) mandated by UN, EU/EEA, UK or USA. Customer shall immediately inform PostNord Strålfors in the case the Customer is subject to any sanctions. If Customer is, directly or indirectly, subject to any sanctions, PostNord Strålfors shall be entitled to refuse to fulfill contractual obligations, terminate the Agreement and be compensated for any damage.