



# Graphic Services

## Special Terms and Conditions Applicable commencing 14.11.2011

The **Graphic Services** service area refers to the services Preprinted Material, Direct Mail, and Print Direct, which constitute different packaging's of the interim steps Prepress, printing, binding and other graphic output described below (the "Services"). Supplemental services are linked to the Services following a separate agreement thereon.

The Services are provided pursuant to these Special Terms and Conditions as well as the provisions of the specific Customer Assignment ("Customer Assignment"), the Tender (the "Tender") or the Order Confirmation (the "Order Confirmation").

Unless otherwise stated in these Special Terms and Conditions or separately agreed with Strålfors, Strålfors' General Terms and Conditions ("SGTC") applicable from time to time shall apply to services performed by Strålfors in the producing country.

### Definitions

**Agreement:** The agreement, Tender or Order Confirmation 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.

**Book binding and Post-treatment:** Work which is performed on the printed material after printing. The work includes folding (creasing), fastening, spiral binding, enveloping or lamination.

**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 Services are provided.

**Customer Assignment:** Appendix to the Agreement which defines Strålfors' assignment 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 the Services. The version of Instructions Colour applicable from time to time is available according to section 12.

**Order Confirmation:** Strålfors' confirmation of the Customer's order of the Services, to which the Customer has not made any immediate objection, which refers to these Special Terms and Conditions applicable from time to time and SGTC applicable from time to time.

**Prepress:** All work before the actual printing, such as image processing.

**Printing:** Traditional- or digital printing.

**Production Documentation:** The Customer's material in physical or electronic form which constitutes the applicable specimen and basis for provision of the Services.

**Proof Documents:** A physical and/ or electronic document produced in order to establish that the final printed material is in accordance with what is agreed between the parties.

**SGTC:** Strålfors' General Terms and Conditions applicable from time to time which are available according to section 12.

**Tender:** Tender from Strålfors in respect of the Services, accepted by the Customer, which refers to these Special Terms and Conditions applicable from time to time and SGTC applicable from time to time.

### 1 Scope of the Services

The Services consists of a base service selected by the Customer and a number of possible options, set forth below. The detailed scope of the Customer's selection and the content of the Services are set forth in the Customer Assignment, the Tender or the Order Confirmation.

#### 1.1 Base service

##### 1.1.1 Preprinted Material

"Preprinted Material" means printing of, primarily, insertion material such as stationery, forms, stub sets, and envelopes. The Service comprises Prepress, Printing and Post-treatment.

##### 1.1.2 Direct Mail

"Direct Mail" means traditional printing of marketing communication in the form of direct marketing units and inserts. The Service comprises Prepress, Printing and Post-treatment.

##### 1.1.3 Print Direct

"Print Direct" means digital printing in colour. Each printed item can be completely unique and personalised based on the recipient's preferences. The Service includes Prepress, Printing and Post-treatment.

### 2 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.

#### 2.1 Addressing

Strålfors can address printed items intended for distribution pursuant to the Customer's instruction. Traditionally printed material can be addressed after printing, for example with InkJet, directly on the printed item or on the envelope.

Digitally printed graphic material can be addressed directly in conjunction with the printing.

#### 2.2 Personalisation

"Personalisation" means that in connection with the Customer's assignment in the Print Direct base service, business logistics rules are established which can control selected texts, headings, graphics, and language versions. The business rules are based on the Customer's incoming files or predetermined rules.

With respect to Direct Mail, it is also possible to personalise certain portions linked to the addressing.

#### 2.3 Mail sorting

"Mail sorting" means sorting, loading and administration of the finished graphic output according to the terms and conditions dictated by the Customer's choice of distributor and as set forth in the Customer Assignment, Tender or Order Confirmation.

## 2.4 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.

## 2.5 Customer Stock

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

### 2.5.1 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 invoiced in conjunction with the deposit into stock. Other costs are invoiced in conjunction with the completed output.

The Customer can make withdrawals from stock by providing Strålfors with instructions regarding desired delivery at least one (1) Business Day before the desired delivery date. Delivery takes place in accordance with section 6.

Strålfors undertakes, three (3) weeks prior to the expiry of the agreed storage time, to inform the Customer regarding the current stock inventory and the final withdrawal date. On the final withdrawal date, Strålfors shall deliver the remaining stock in accordance with applicable delivery terms and conditions. If the Customer wishes to extend the storage period, the Customer shall, not later than five (5) Business Days before the final withdrawal date, notify Strålfors thereof. Where the parties agree to an extension of the storage period, Strålfors shall be entitled to invoice the next storage period in advance before the new storage period begins.

### 2.5.2 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.

The Customer can call-off deliveries from stock by submitting call-off orders at least one (1) Business Day before the desired delivery date. Strålfors will be entitled to invoice called-off deliveries immediately upon call-off. Delivery shall place according to section 6.

Strålfors undertakes, three (3) weeks prior to the expiry of the agreed storage time, to inform the Customer regarding the current stock inventory and final withdrawal date. If the Customer wishes to extend the storage period, the Customer shall, not later than five (5) Business Days before the final withdrawal date, notify Strålfors thereof. Where the parties agree to an extension of the storage period, the Customer shall pay for the remaining stock as well as the next storage period. When Strålfors has received full payment for the printed items as well as for the storage the stock shall be transferred to paid customer stock. Invoicing shall take place when an agreement has been reached to extend the storage time and transfer to the Paid Customer Stock. Where the Customer gives notice within the aforementioned deadline that it wishes to extend the storage time, the Customer shall be deemed to have called-off the remaining stock and Strålfors shall be entitled to invoice on the final withdrawal date. Strålfors shall deliver the remaining stock in accordance with the applicable delivery terms and conditions after the last invoice is paid.

### 2.5.3 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. Where the Customer's payment is significantly in arrears, Strålfors shall be entitled to take recourse 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.

## 2.6 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, Tender or Order Confirmation states which Production Documentation is to use SRM.

## 3 Tender and Order Confirmation

For Services not governed by Agreements signed by both parties, the Tender or Order Confirmation constitutes a binding agreement.

The Tender shall remain in force for 30 days calculated commencing the tender date and the Customer's acceptance must be received by Strålfors within this time. However, where another time is stated in the Tender or where production is intended to start within 30 days from the tender date, the Tender must be accepted without unreasonable delay in order to be binding on Strålfors.

Strålfors owns the rights to tender material in digital or other form which has been produced by Strålfors and used for the purpose of submitting a tender. Unless otherwise agreed, the Customer may not personally use or allow third parties to review the tender material and shall return it to Strålfors upon request.

## 4 Strålfors' undertakings

Strålfors shall provide the Services as described in detail in the Customer Assignment, Tender or Order Confirmation in accordance with these Special Terms and Conditions and SGTC.

### 4.1 Production Documentation

Following termination of the Agreement or when the Services are completed pursuant to the Agreement, Strålfors shall return or destroy the Prepress documentation and the Production Documentation, in accordance with the Customer's instructions.

### 4.2 Paper and other material

The Customer Assignment states which material Strålfors is to provide for the production. Unless otherwise stated in the Customer Assignment, the Tender or the Order Confirmation, paper and any other material shall be produced and provided by Strålfors.

## 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 SGTC.

### **5.1 Customer Assignment**

The assignments which are covered by the Agreement are set forth in each Customer Assignment. The Customer shall ensure that the Customer Assignment contains all information which is necessary to enable Strålfors to perform the assignment in a correct manner and at the correct time. During the term of the Agreement, the parties can agree to add new Customer Assignments to the Agreement. Any Customer Assignment which is added during the term of the Agreement must be signed by both parties and shall become part of the Agreement commencing the date on which it is signed by both parties. 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.

### **5.2 Enveloped, sealed and/or poly-wrapped**

Following agreement in a Customer Assignment, the Customer shall be able to get printouts enveloped, sealed or poly wrapped. The customers envelopes and/or pre-printed plastic can be customer unique and printed according to the customers instructions.

If the Customer wishes to cease using customer-specific paper, envelopes or wrapping, or change the content or appearance of such material, the Customer shall notify Strålfors Customer Service not later than three (3) months prior to the date of termination or change. If the Customer does not observe this time, the Customer shall compensate Strålfors for any and all costs of production of material which can no longer be used in production for the Customer.

### **5.3 Instructions Colour**

The Customer shall follow the instructions and terms and conditions set forth from time to time in the document Instructions Colour in respect of colour prints and colour printing. Instructions Colour is available according to section 12. The Customer is responsible to keep itself informed of changes to and updates of Instructions Colour. Strålfors shall be entitled to update and change Instructions Colour and these updates and amendments will be applicable commencing when the document is published on the Internet.

### **5.4 Production Documentation or Prepress**

The Customer shall provide Production Documentation in accordance with the Customer Assignment, Instructions Colour and the Agreement otherwise. The Customer shall ensure that the Production Documentation is complete and accurate and provided at the correct time.

The Customer shall ensure that the Production Documentation at no time violates applicable laws, regulations and public authority regulations or contains data which can cause damage to Strålfors' equipment or software or which can cause loss to Strålfors in any other manner.

Strålfors shall have no liability whatsoever for delays or errors which can arise due to the Customer's failure to satisfy the requirements above or due to otherwise erroneous, incomplete or late provision of the Production Documentation.

If, in Strålfors' opinion, a deficiency in the Production Documentation can be corrected by Strålfors, the Customer shall be notified. Strålfors shall thereupon have the right to charge a separate fee for time expended pursuant to hourly rates under "Other prices" in Strålfors' price appendix applicable from time to time.

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 submit new documentation. The

Customer shall compensate Strålfors for time expended which is a result of incomplete, erroneous or late provision of Production Documentation pursuant to hourly rates under "Other prices" in Strålfors' price appendix applicable from time to time.

### **5.5 Proof Documents**

When Strålfors carries out printing or digital printing in conjunction with the first assignment for the Customer, one Proof Document per Production Documentation shall be sent to the Customer for approval. If the Customer delays in approving the Proof Document, Strålfors shall be entitled to change the agreed delivery date. If Strålfors has not received a written response as to whether the Customer approves the execution by not later than ten (10) Business Days or other agreed reply date, calculated from the date on which Strålfors sent the Proof Document to the Customer, the Customer shall be deemed to have cancelled the assignment in question. Strålfors shall thereupon be entitled to invoice the Customer for time expended and resources utilised.

### **5.6 Professional handling**

All output performed for the Customer shall be performed in a professional manner. The requirement of professionalism is imposed on both Strålfors and the Customer, who has know-how regarding printing. "Professional" means that the Customer shall perform its obligations under the Agreement with the care required for satisfactory performance.

### **5.7 Delay by the Customer**

In the event the Customer fails to satisfy its agreed obligations in a timely manner, Strålfors shall be entitled to compensation for direct costs resulting from the delay. Where the delay results in material inconvenience for Strålfors, Strålfors shall also be entitled to terminate the Agreement.

### **5.8 Intellectual property rights**

The Customer expressly declares that it owns or controls the rights over all materials provided to Strålfors in order to perform the Services, and notably over the Prepress and the Production Documentation, and that their storage, reproduction, representation, adaptation, use, exploitation in general, so as for Strålfors or its subcontractors to perform the Services, is not susceptible to constitute an infringement of an intellectual property right, found an unfair competition, passing off or any misappropriation, of a third party's rights.

The Customer also warrants the enjoyment of the rights granted to Strålfors against any disturbances, claims or evictions. In this respect, the Customer expressly warrants that the materials provided to Strålfors in order to perform the Services, and notably the Prepress and the Production Documentation, are entirely original, that they do not contain anything illegal or in contravention of any right of a third party, they may not fall under the scope of the laws notably relating to insulting or defamatory acts, privacy, image right and all personality rights, infringement, unfair competition or passing off, such warranty against any disturbances, claims or evictions in this respect and their financial or indemnity consequences being an essential and decisive condition of the Agreement.

The Customer notably assures that the materials provided to Strålfors in order to perform the Services, and notably the Prepress and the Production Documentation, do not incorporate any work which could result in the liability of Strålfors : if the Customer has included in the materials works of which it is not the author (illustrations, maps, photographs, quotations...) the Customer undertakes to obtain the necessary authorizations so as to reproduce them and to make available these authorizations to Strålfors and warrants Strålfors against any disturbances, claims or evictions in this respect.

In case of a complaint, claim, action of a third party on the ground of the infringement or the breach of an intellectual property right, of defamatory acts, privacy, image right or personality rights, or on the ground of unfair competition or passing off, due to the use, storage, reproduction, representation, adaptation, use, exploitation in general, by Strålfors or Strålfors' subcontractors, of the materials provided to Strålfors in order to perform the Services, and notably the Prepress and the Production Documentation, the Customer undertakes to defend Strålfors and to indemnify it of all costs, claims, damages or expenses (including Strålfors attorney's fees), as well as all amounts relating to a settlement or ordered to be paid by a judicial decision and relating to such complaints, claims or actions.

### 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 pursuant to hourly rates under "Other prices" in Strålfors' price appendix applicable from time to time. However, the production cannot be suspended after the graphic output is ready for physical distribution or Strålfors deems it is not possible to recall and destroy produced material.

## 6 Delivery terms and conditions

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

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

### 6.1 Delivery time

The delivery time is stated in the Customer Assignment, Tender or Order Confirmation. Strålfors shall meet the delivery time agreed in the Customer Assignment provided that correct and complete Production Documentation has been received by a Strålfors special recipient function in accordance with the agreement in the Customer Assignment, Tender or Order Confirmation. In the event of delayed submission of Production Documentation, Strålfors shall be entitled to charge a separate fee for extra time expended pursuant to the hourly rates under "Other prices" in Strålfors' price list applicable from time to time.

## 7 Quality deficiency

"Quality deficiency" means deviations and variations in respect of the nature and characteristics of the output which, in a professional assessment, do not constitute merely negligible deviations and variations from tests, specimens or suchlike. When determining whether a defect is minor or serious, specific notice shall be taken of the graphic nature and character of the output, including the quality level, design and execution, as well as intended use and value.

The following shall not be regarded as quality defects:

- a) deviations resulting from the Customer's failure to satisfy its undertakings under the Agreement, for example the provision of erroneous material or failure to order changes or corrections;
- b) defective copies of the final printed item constituting less than 0.5 % of the ordered edition if it pertains to defects attributable to the printing and/or 0.5 % if it pertains to defects attributable to additional preparation

### 7.1 Sanctions in the event of defects in quality

#### 7.1.1 Rectification

Strålfors shall, by means of repair or redelivery, rectify errors in the output. Rectification shall take place with the speed required under the circumstances.

#### 7.1.2 Price reduction

Where the printed items can be used as intended notwithstanding the defect (minor defect), in lieu of rectification Strålfors may make a price deduction which is equivalent to the value of the defect, if the cost of rectification clearly exceeds the significance of the defect.

#### 7.1.3 Termination

If, as a result of the defect, the output cannot be used as intended (serious defect) and rectification of the defect would lead to a delay which would render the output useless for the Customer, the Customer may terminate the Agreement in lieu of demanding rectification.

## 8 Edition error

Under or overproduction is permissible as follows:

- (i) 8 % for editions of less than 20,000 copies, however not more than 800 copies;
- (ii) 4 % for editions of 20,000-50,000 copies, however not more than 1,000 copies;
- (iii) 2 % for editions of more than 50,000 copies.

Strålfors per unit price pursuant to the price appendix applicable from time to time shall apply to permissible under- or overproduction. No payment shall be made for impermissible overproduction.

#### 8.1.1 Sanctions in the event of edition errors

In the event of an impermissible underproduction (edition error), the provisions of section 7.1.1 regarding Strålfors' duty to rectify shall apply. In the event of a minor edition error, the provisions of section 7.1.2 regarding price deduction shall apply, whereupon a deduction shall be made based on the per unit price. In the event of a serious edition error, the provisions of section 7.1.3 regarding termination shall apply.

## 9 Strålfors' right to rectify

In the event of defects in quality and edition errors, Strålfors shall be entitled, at its expense, to rectify the defect or deficiency if this can take place without material inconvenience for the Customer.

## 10 Returns

Upon agreement with Strålfors in each individual case, Strålfors may permit the Customer to return products mistakenly ordered by the Customer. Such an agreement may be reached with the Customer's responsible contact person at Strålfors and must be confirmed in writing by e-mail or fax. In the event such an agreement has been reached, the following shall apply:

1. The Customer shall return the product, at its own expense, to the stated address and shall provide the return number received;
2. The product shall be returned complete in the original packaging which may not be broken or destroyed. No address labels, tape or other marking may be placed on the original packaging;
3. Any returned product must be packaged so that transport and handling damage is prevented. Any product which arrives at Strålfors damaged shall be returned without any further measures to the Customer at the Customer's expense; and
4. Any returned, defect-free product shall be credited to the Customer, subject to the deduction of a handling fee which Strålfors shall be entitled to charge as compensation for Strålfors' handling and administration.

## 11 Liability

SGTC contains applicable liability terms and conditions.

In the event of any defect, deficiency or delay in the performance of the Services, Strålfors' liability shall be limited to the compensation which the Customer has paid to Strålfors or shall pay in accordance with the price

appendix applicable from time to time, in respect of the production which is effected defect, deficiency or delay.

## 12 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 Services is provided by Stråfors in the language in which the Agreement is drafted.

Denmark: [www.stralfors.dk/vilkaar](http://www.stralfors.dk/vilkaar)

England: [www.stralfors.co.uk/terms](http://www.stralfors.co.uk/terms)

Finland: [www.stralfors.fi/ehdot](http://www.stralfors.fi/ehdot)

France: [www.stralfors.fr/conditions](http://www.stralfors.fr/conditions)

Norway: [www.stralfors.no/vilkar](http://www.stralfors.no/vilkar)

Poland: [www.stralfors.pl/warunki](http://www.stralfors.pl/warunki)

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