

# eInvoice B2B

## Special Terms and Conditions Valid from 1.1.2022

The PostNord Strålfors' service eInvoice B2B below referred to as "eInvoice B2B." The service eInvoice B2B service refers to the mediation of electronic messages in the form of eInvoices between Sender and Recipient ("The Service"). The Service is provided pursuant to these Special Terms and Conditions, as well as what is stated in the specific Customer Assignment ("Customer Assignment"). Unless otherwise stated in these Special Terms and Conditions or agreed separately with PostNord Strålfors, the version of PostNord Strålfors General Terms and Conditions ("PNSGTC") applicable from time to time, shall apply.

### Definitions

**Communication Partner:** Third parties that are not parties to the agreement between the Customer and PostNord Strålfors regarding interconnect, but with which the service has a direct or indirect communication link. Examples of Communication Partners can be the Customer's customers, suppliers, transporters etc.

**Communication Protocol:** Rules for communication between different data systems. Examples of Communication Protocols include FTP and SFTP.

**Customer Assignment:** An appendix to the Agreement which defines PostNord Strålfors' assignment and specifies the Customer's undertakings.

**Document:** A set of data, structured according to the agreed message standard, which is transferred electronically between data systems. A Document contains only one instance of a message type, such as an invoice or order.

**Message:** A set of data, structured according to the agreed message standard, which is transferred electronically between data systems. A message can contain several Documents, such as multiple invoices.

**Portal:** A web portal where the customer can log in and make use of web tools and other features there.

**Interconnect:** Transmission of messages performed pursuant to agreements between VANS.

**TIEKE:** TIEKE Information Society Development Center is an independent, non-profit organization.

**Recipient:** Customer or Communication Partner that receives the message electronically.

**Sender:** Customer or Communication Partner that sends messages electronically.

**PNSGTC:** PostNord Strålfors General Terms and Conditions.

**Transaction log:** Overview of all the messages that are sent or received in the PostNord Strålfors service by the Customer.

**VAN:** Value Added Network. Companies within the eInvoice sector which, like PostNord Strålfors, provide messaging services for their customers and have a large network of Communication Partners.

## 1 Scope of the Service

The Service is based on PostNord Strålfors service and covers the transmission of electronic messages between the Sender and the Recipient.

The Service implies that PostNord Strålfors undertakes to connect the Customer to the Service using a type of communication selected by the Customer and approved by PostNord Strålfors. PostNord Strålfors commits to transmit the Customer's messages to and from the Customer's Communication Partners in the format agreed by the Customer and its Communication Partners.

The Service requires that the Customer's Communication Partner (i) is a customer of the Service, (ii) is not a customer of the Service but is a party with which the Service has established a communication, (iii) is connected to another service with which PostNord Strålfors has a Interconnect agreement, or, (iv) is connected to a public network, such as PEPPOL, Nemhandel, TIEKE or similar.

### 1.1 Conversion of messages

Conversion of messages involves PostNord Strålfors transforms the Customer's messages to the agreed format, and approved by PostNord Strålfors, in order to make the exchanging of messages by the Customer and the Customer's Communication Partner possible. The format or formats are to be defined in the Customer Assignment or registered in the PostNord Strålfors case management system, pursuant to agreement between the parties.

PostNord Strålfors converts messages that the Customer sends or receives to the format defined in the format specifications provided by the Customer or in accordance with certain official standards on the market, as agreed between the Customer and PostNord Strålfors in the Customer Assignment or registered in the PostNord Strålfors case management system pursuant to agreement between the parties.

## 2 Additional services

In addition to the basic service, see section 1 above, the following additional services can be purchased by the Customer.

The Customer's connection to, use of and changes of the respective additional service is defined in the Customer Assignment or is registered in the PostNord Strålfors case management system, pursuant to agreement between the parties.

### 2.1 Onboarding/Outsourcing

Onboarding/outsourcing means that PostNord Strålfors carries out technical and administrative services for the Customer, often in order to connect further Communication Partners to the Customer. Pursuant to agreement with the Customer, the Services can be performed in the Customer's name. The scope of the assignment is specified in a separate agreement.

Customer details are handled in accordance with section 7 Processing of personal data. PostNord Strålfors shall handle potentially sensitive business information that it receives from the Customer during the course of providing the current additional service confidentially.

The Customer is responsible for ensuring that the right information, documentation, and, if applicable, test files required for performing the additional service are available.

### 2.2 Portal

PostNord Strålfors provides online tools for the Customer in order to, for example, search for Messages. Login takes place via the portal. Login details can be obtained from the Service's support function.

## 3 PostNord Strålfors' undertakings

### 3.1 The Customer's connection

PostNord Strålfors connects the Customer in the manner set forth in the Customer Assignment, including any appendices. If PostNord Strålfors finds that necessary information from the Customer for connection is missing, or that the Customer has not taken necessary measures for connection, PostNord Strålfors shall be entitled to suspend connection until the necessary information is provided or necessary measures are taken.

PostNord Strålfors shall be entitled to charge a separate fee for reasonable time expended in conjunction with connection of a Customer or in the event of delays attributable to the Customer, for example late deliveries, or in the event any other activity or measure which PostNord Strålfors takes according to a separate agreement with the Customer or at its request. Compensation shall be charged per hour pursuant to the hourly rate set forth in PostNord Strålfors' price appendix applicable from time to time.

### 3.2 The Customer's Messages

PostNord Strålfors states the technical requirements that apply to the Customer's transmission of messages in the Customer Assignment or in the PostNord Strålfors case management system, pursuant to agreement between the parties. The Service is put into operation when the technical requirements are fulfilled and possible tests have been approved by the relevant parties. Communication and message specifications are provided by PostNord Strålfors if applicable.

PostNord Strålfors may perform a look-up in registers such as TIEKE, Peppol, NEA eRegister, Nemhandel and others in order to find Recipients if agreed with Customer. In cases where the Customer has not stated a specific electronic address for the Recipient and instead stated the organization number as identification of the Recipient, PostNord Strålfors may state the electronic address for the Recipient in the Customer's message based on the look-up in the register.

In cases where several electronic addresses are found belonging to the same organization number, PostNord Strålfors delivers the message to first suitable electronic address.

### 3.3 Intermediate storage of messages

PostNord Strålfors undertakes to store Messages until the messages have been collected by the Customer or by its Communication Partner, although for a

maximum of 30 days from the date of arrival of the message at the PostNord Strålfors Service.

### 3.4 Delivery

PostNord Strålfors delivers the Message to the Recipient by transferring the message to the Recipient via the agreed communication method, as soon as possible after the message has been received by PostNord Strålfors.

In cases in which the Communication Partner is the Recipient and uses an intermediary (e.g. a VAN), PostNord Strålfors is responsible for the delivery of the Message to the appointed delivery point.

Files or messages that cannot be processed are stopped and PostNord Strålfors notifies the Sender accordingly. In some cases, this notification is carried out on Communication Protocol Level. The Sender is responsible for handling such notifications.

The time for the delivery depends on the size of the message, the communication conditions at the Customer and the Communication Partner, possible conversions etc. and PostNord Strålfors does not guarantee a specific delivery time unless agreed otherwise.

### 3.5 Support

PostNord Strålfors provides a support function in relation to the Service to which the Customer may report errors in the Service. Through the support function, PostNord Strålfors also assists the Customer to a reasonable extent with responses to questions regarding the Service and enquiries regarding sent and received documents.

Unless otherwise agreed or notified, PostNord Strålfors' support function is staffed during hours published according to section 8 below.

PostNord Strålfors is at all times entitled to charge for time spent on support outside the times set forth above or where PostNord Strålfors performs any specific, with Customer agreed, activity or measure. Remuneration is payable for reasonable amounts of time, by the hour and in accordance with hourly rates, or using the currently valid PostNord Strålfors price appendix for services that are provided.

#### 3.5.1 Extended Support

This option entails that PostNord Strålfors undertakes to provide support to the Customer in matters which exceed the support function offered by PostNord Strålfors as a part of the standard service. The following are examples of what the extended support function may contain:

- support to the end users of the Service;
- administration of the Customer's administration interface;
- extended service hours for the support service: and/or
- fixed deadlines for support measures.
- technical monitoring of the Customer's flows

The agreement on extended support, as well as the extent thereof, is set out in the Customer Assignment. The Customer will be charged a fee for the extended support in accordance with PostNord Strålfors' price appendix, applicable from time to time.

### 3.6 Connection of Communication Partners

In cases in which the Communication Partner is connected to a different service with which PostNord Strålfors does not have an Interconnect agreement, PostNord Strålfors can try to establish an Interconnect agreement in order to enable the Customer's communication.

However, PostNord Strålfors has the right to independently decide with which companies it establishes Interconnect agreements. PostNord Strålfors also reserves the right to pass on any possible traffic fees charged to PostNord Strålfors by third parties and to bill additional costs that may arise regarding, for example, the setting up and configuration of the communication.

### 3.7 Operation

The Service is normally in operation 24 hours a day, seven days a week. During that time, it should, in normal circumstances, be possible for the Customer to communicate with its Recipients, provided the Recipients allow it. But PostNord Strålfors does not guarantee that the Service is free of errors or interruptions.

PostNord Strålfors has the right to shut down its production system in order to perform servicing and upgrades, which to the greatest extent possible are to be scheduled at times that do not affect the performance of the Service. If possible, the Customer shall be given advance notice of planned shutdowns.

The Customer is aware of the fact that the Service may be unavailable from time to time due to planned and/or unplanned suspensions for necessary servicing and maintenance of the services and/or the PostNord Strålfors systems. PostNord Strålfors is not responsible for errors or delays that occur during such shutdowns.

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

### 3.8 Changes in connection

The Customer may request that the connection to the Service is changed with respect to additions or changes to the Service in accordance with the applicable price appendix and in accordance with what is defined in the current Customer Assignment.

If the Customer wishes to change its connection or the message format (for conversion), PostNord Strålfors has to be notified of this in sufficient time so that PostNord Strålfors has time to implement the necessary measures, if it approves the changes. The Customer shall then reimburse any costs incurred by PostNord Strålfors as a result of this and/or pay any applicable charges or fees as defined in the current price appendix.

Changes must be agreed in writing between the Customer and PostNord Strålfors, and registered in the PostNord Strålfors case management system. PostNord Strålfors confirms the changes by the changes actually occurring and by notifying the Customer.

PostNord Strålfors reserves the right to make changes to operating procedures, technical specifications, systems, opening hours, structures etc. after having notified the Customer accordingly.

Notification of such changes will be sent to the Customer in reasonable time, taking into account the nature of the change.

### 3.9 Publication in registers

In order to make it possible for PostNord Strålfors customers to search for and establish new Communications Partners, information e.g. organization number, company name and electronic address of the Customer is saved in a search register that is accessible to PostNord Strålfors customers upon logging in to the Portal. In order to expand the data base of potential Communication Partners an exchange of the

search register can be conducted with VAN's selected by PostNord Strålfors or by publication in TIEKE e-Invoice Service.

PostNord Strålfors can, on behalf of the Customer, publish contact information in public registers such as TIEKE, Peppol, NEA eRegister and Nemhandel.

The Customer has the right to request an extract of the contact information that is published and to indicate whether the Customer's contact information may not be published by contacting PostNord Strålfors customer support.

Any handling of personal data relating to publication in the registers is regulated in accordance with section 7 Processing of personal data.

### 3.10 Format and Validation

TIEKE VAN operators have agreed to validate invoices to be compliant with the semantic data model given in Directive 2014/55 and Finnish law 241/2019. Therefore, PostNord Strålfors validates all such incoming and outgoing invoices.

According to Peppol's regulations a Document or message sent via the Peppol network must be, technically and in terms of content, correct. Therefore, PostNord Strålfors validates all outgoing Documents and messages sent to the Peppol network.

### 3.11 Reporting

In accordance with mandatory rules in the Peppol Interoperability Framework, PostNord Strålfors sends reports to Peppol regarding, for example, traffic volumes, message types and usage, as well as information about Senders and Recipients who use the Peppol network.

## 4 The Customer's undertakings

### 4.1 Authorization

The Customer is responsible for using the connections and web interfaces with the authorization code or other types of agreed access procedure assigned to the Customer by PostNord Strålfors.

The Customer undertakes to have procedures concerning the handling of rights to the above-mentioned access points provided by PostNord Strålfors, so that unauthorized parties cannot gain access.

The Customer is liable to PostNord Strålfors and its Communication Partners for all use of the connection and the web interface, as well as the content of the Messages sent as a result of the use of the authorization code. If unauthorized use of the Service is suspected, the contact person designated by the Customer shall immediately block or change the access code via the Service's support function. PostNord Strålfors also has the right to suspend the Service, in accordance with section 3.7, if PostNord Strålfors suspects unauthorized use, including fraud, spam or other criminal acts.

### 4.2 The Customer's connection

The connection fee for the Service includes the provision of some assistance with testing the connection, see section 3.1. At the time agreed for establishing the connection, the Customer shall ensure that the Customer's system and

method of communication are configured and that the necessary expertise to handle the connection is available.

The Customer can start using the Service only when a complete agreement has been submitted to PostNord Strålfors, a Customer Assignment has been drawn up and agreed tests have been conducted and approved.

#### 4.3 Addressing of Messages

The Customer is responsible for addressing Messages in accordance with the instructions issued by and agreed with PostNord Strålfors. The Customer is also responsible for ensuring that the correct Recipient address is used.

In cases where the Customer has not stated a specific electronic address for the Recipient and instead stated the organization number as identification of the Recipient, PostNord Strålfors may state the electronic address for the Recipient in the Customer's message based on the look-up in the register. See section 3.2.

In cases in which the Customer uses the address of the wrong Recipient, PostNord Strålfors cannot be held responsible for the delivery not reaching the intended Recipient.

The Customer is responsible for the ownership of the electronic addresses and identifiers used to define the Customer as the Sender of messages.

#### 4.4 Messages

The Customer is entirely responsible for ensuring that all information and other content in Message and Documents, including invoices, which are sent using the Service are compatible with the applicable law.

#### 4.5 Message format for conversion

The Customer shall ensure that the information contained in the Message complies with the format specifications agreed between the Customer and PostNord Strålfors, defined in the Customer Assignment or registered in the case management system. PostNord Strålfors cannot be held responsible for any loss of information that arises if the format specifications are not followed by the Customer.

Before the task of creating the conversion can be started, any necessary format specifications, approved by PostNord Strålfors, must be provided by the Customer.

In the case of a general upgrading of standards or if the Customer or the Customer's Communication Partner changes the content of files or the format specifications, PostNord Strålfors must be informed about this in reasonable time, in order to allow PostNord Strålfors to implement the required measures, if it accepts them. The Customer shall then reimburse any costs incurred by PostNord Strålfors as a result of this and/or pay any applicable charges or fees as defined in the current price appendix.

Changes must be agreed in writing between the Customer and PostNord Strålfors, and registered in the PostNord Strålfors case management system. PostNord Strålfors confirms the changes by the changes actually occurring and by notifying the Customer.

In cases in which PostNord Strålfors performs validation of information in the files, the Customer must ensure that it provides PostNord Strålfors with contact information, and that the designated contact person receives and acts on the notification that is sent to the Customer. PostNord cannot be held responsible in cases in

which notifications of errors are not processed or read by the Customer.

#### 4.6 Storage

The Customer is responsible for ensuring that Messages are stored in accordance with the currently applicable legislation.

#### 4.7 Contact person

The Customer shall designate a contact person for facilitating interaction with PostNord Strålfors. PostNord Strålfors must be informed without delay if the contact person is changed.

### 5 Errors and defects in the Service

PostNord Strålfors' responsibility for the Service commences when an Message has been submitted to the Service and the Customer or the Customer's Communication Partner have, if appropriate, received a confirmation of receipt. PostNord Strålfors has the right, but not the obligation, to process a Message despite the Customer having received a negative confirmation, if PostNord Strålfors considers this to be possible.

PostNord Strålfors' responsibility for the Service ends when an Message has been collected or communicated to the Customer or to the Customer's Communication Partner, or when PostNord Strålfors has provided information to the Customer or to the Customer's Communication Partner stating that the Message cannot be delivered.

If the assignment is not conducted as agreed and this is because of an error or defect in the Service that has been caused by PostNord Strålfors, PostNord Strålfors has the right to, after receiving notification from the Customer and at its own discretion, either rectify the problem or to resend the Message. The Customer is aware of the fact that resending the Message may result in the Customer or the Customer's Communication Partner receiving two identical Messages.

If for some reason PostNord Strålfors does not rectify the error or defect or resend the Message, the Customer has the right to a price reduction for the Service, which equates to the compensation payable for the incorrect Messages.

If PostNord Strålfors corrects the error or defect or resends the Message, and this result in the Message being delayed, the provisions in the section below on Delays do not apply.

In the event the Document or Message is incomplete or inaccurate to the extent that PostNord Strålfors deems that delivery is not possible, PostNord Strålfors must contact the Customer in order to allow the Customer to supplement the Document or the Message or submit a new Document or Message. PostNord Strålfors has the right to charge the time required in relation to incomplete or inaccurate Documents or Messages. Remuneration is payable for reasonable time that is required, by the hour and in accordance with hourly rates, or based on the currently applicable price appendix used by PostNord Strålfors for the performing of services.

PostNord Strålfors does not have any responsibility for delays or errors that occur in the above cases.

PostNord Strålfors' responsibility for errors or defects or defects in the Service is limited to what is stated in this section.

If the Customer has reported a defect and it becomes apparent that there is no defect for

which PostNord Strålfors is responsible, PostNord Strålfors reserves the right to, in certain cases, charge a fee, based on PostNord Strålfors' price appendix for services provided that is valid at any given time.

#### 5.1 Delays

In the case of deviations from agreed delivery times (delivery delay) caused by PostNord Strålfors, the Customer has the right to a price reduction for the Service, equating to the compensation payable for the delayed Messages. Such a price reduction is, however, only payable if the delay can be considered to have caused considerable inconvenience for the Customer.

PostNord Strålfors' responsibility for delays in the Service is limited to what is defined in this section.

PostNord Strålfors' responsibility for the Service is otherwise limited to what is defined in the PNSGTC.

### 6 Billing and payment conditions

Billing starts in conjunction with the agreement on the Service being signed.

Subscription and monthly fees are billed in advance. Traffic fees are billed in arrears.

Payment terms are as defined in the PNSGTC.

### 7 Processing of personal data

Handling of personal data is defined in the PNSGTC.

In accordance with clause 3.9 Publication in registers, the Customer's contact details may be saved in registers which may be published.

The customer is responsible for ensuring that the required consent linked to the publication of the contact information has been obtained.

The Customer has the right to request an extract of the contact information that is published and to indicate whether the Customer's contact information may not be published by contacting PostNord Strålfors customer support.

### 8 Publication of service related documents, including Customer Terms and Conditions

On the websites stated below, are published, for each country, the technical manuals and other service-related documents as well as Customer Terms and Conditions, i.e. the Special Terms and Conditions for each service and the PNSGTC, each applicable from time to time. 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 PostNord Strålfors in the language in which the Agreement is drafted.

On the websites listed below, each country's contact information and opening hours for customer support, valid from time to time, are also published.

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

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

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

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