

SWEDMA

These General Terms of Supply have been produced by SWEDMA and represent good industry practice for the direct marketing industry.

SWEDMA's GENERAL TERMS OF SUPPLY

1. Application

These General Terms of Supply apply to contracts between the Company and its clients ('the Client'), relating to production and distribution within direct marketing, unless otherwise agreed in writing between the Parties or stipulated in a quotation issued by a DM company ('the Company'). 'Direct marketing' means telemarketing, addressed/unaddressed direct mail, email marketing, etc.

These Terms of Supply are not mandatory, i.e. these terms will apply unless otherwise agreed in writing between the Parties.

These Terms of Supply do not exhaustively govern the Parties' mutual rights and obligations, but the Parties themselves are expected to determine the more detailed content of the service and also add other terms if required.

2. Quotation

2.1 Quotations provided by the Company apply in relation to the Client for 30 days from the date of quotation, unless otherwise agreed.

Charges are only made for the time that the Company spends having open discussions and planning an assignment format if the assignment is realised, unless otherwise agreed.

2.2 In the case of quotations following a request that requires special resource commitments or the engagement of sub-contractors, the Client shall be notified in the case that the Company intends to request compensation for the quotation work or sub-contractors' demand when no order is made. The Client shall advise the Company about whether the terms have been accepted within ten days of the date of notification.

2.3 Offers shall be accepted in writing if so required by the Company.

3. Sub-contractors

3.1. The Company may completely or partly arrange for the service to be performed by sub-contractors unless the Client has explicitly asked the Company to perform the service itself.

4. Scope and performance

4.1 The scope of the Company's assignment is determined by an accepted offer or contract between the Company and the Client.

4.2 The Company shall perform the assignment in a professional manner within specified timeframes and also, in the event of purchases on behalf of the Client, endeavour to obtain the most advantageous terms.

4.3 The Client shall present its wishes to the Company if the Client wishes to change the assignment. The Company shall not oppose the Client's wishes concerning amendments, unless

the Company can demonstrate material reasons for such refusal. The Company shall,

within a reasonable timeframe from receipt of the request for a change, provide a written notice about whether the change has been accepted and also which terms relating to changes to remuneration and/or time schedules apply to the amendment.

Both Parties shall sign an agreement concerning the change together with agreed financial adjustments and other terms as a consequence of the change.

5. Supplementary services

Services that are not regulated by the contract and that are not normally required to satisfy the demands on professionalism constitute 'supplementary services' and are to be agreed separately.

This applies, among other things, to changes and other additional work ordered by the Client.

6. Prices and payment

6.1 Prices that the Company has specified in a price list, quotation, etc. apply excluding value added tax and other public charges unless otherwise stated.

6.2 Invoices issued by the Company are to be paid within 20 days of the date of invoice. In the event of a delay in payment, interest for delay is payable at an interest rate corresponding to the applicable reference rate with a supplement of ten percentage points. Furthermore, a reminder charge is payable at the maximum amount permitted according to Swedish law at any given time.

6.3 Work performed together with cost outlays made for the assignment are normally invoiced every 14th day or upon completion of the assignment, unless otherwise agreed. The work performed during the period, together with the nature of the outlay, is to be described in the invoice.

6.4 The Client pays any costs for packaging, carriage and, for distribution assignments, postage.

6.5 If a fixed price has been agreed, invoices will be issued, in accordance with the accepted quotation, either in full upon completion of the assignment or in instalments in accordance with a set payment plan.

7. Delivery of data by a party

7.1 The content, scope, quality and timeliness of a delivery of data from the Company may deviate, to a minor extent, in relation to that stipulated in material provided by the Company or in an agreement concluded between the Parties.

7.2 The right to data produced by the Company, its information and other material protected according to law belongs to the Company and may not be used by the Client for any purpose

other than that referred to in material provided by the Company or as provided by a contract. This also applies conversely to data produced by the Client.

7.3 The Client may not use material obtained for setting up or updating address registers.

7.4 In the event of unauthorised use of data obtained as referred to above, the Client is obliged to pay the Company an amount corresponding to ten times the amount charged by the Company for the delivery concerned, though at least an amount corresponding to the applicable price base amount according to the Social Insurance Code (2010:110).

8. Personal data, address source and blocking register

8.1 The Company and the Client are obliged to ensure that personal data (for example, names and email addresses) are processed in accordance with the applicable legislation and ethical rules.

8.2 If the Company intends to process personal data on behalf of the Client, a personal data assistant contract shall be drawn up between the Client and Company in accordance with Section 30 of the Personal Data Act.

The personal data assistant contract shall include a description of how and for what purposes the Company may process the personal data to which the Company is given access by the Client. Furthermore, the contract shall make it clear that the Client is the controller of personal data and that data may only be used by the Company in its capacity as personal data assistant in accordance with the Client's instructions and applicable legislation.

8.3 When using personal data for a dispatch of direct unsolicited marketing, an address source shall be specified on the dispatch in accordance with SWEDMA's sector agreement.

If the Company conveys the addresses to the Client, the Company shall ensure that correct information about the address source is conveyed to the Client. The Client is obliged to specify the address source in a relevant way, e.g. the address source on postal dispatches shall be given adjacent to the address.

Please note that a party other than the Company or Client is sometimes specified as the sender if the consignments are conveyed via a third party, for example when an independent distributor sends addressed direct mail in its own name via another postal distributor. The independent distributor is then given as the sender.

The Client may use personal data for as long as the original purpose endures, unless the Parties have agreed otherwise.

8.4 The Client is obliged to ensure that the personal data has been checked against relevant blocking registers such as, for example, an internal blocking register, *NIX-telefon* or *NIX-adresserat*, before dispatching direct unsolicited marketing.

9. Confidentiality – right to use material, etc.

9.1 The Parties shall observe secrecy as regards their business relationships and the substantive content of the agreed service. The Company may not disclose the Client's

marketing plans, campaign results, etc., without the Client's consent.

9.2 Upon the completion of a campaign, material that the Company has produced for the Client may be shown to another party by the Company as reference material provided the Client so permits.

9.3 If the Client so requests, the Company shall take measures to prevent unauthorised parties from accessing information during the performance of the service. The Company is entitled in this connection to compensation for additional costs entailed by the measure, e.g. special procedures or safety measures.

9.4 Material, to which the Company is given access by the Client, shall be treated confidentially and belongs to the Client. This means, for example, that material sent to the Company by the Client at the time of a quotation shall be returned/destroyed by the Company if the Client so requests or the quotation does not result in a contract between the Parties.

9.5 The Company owns the copyright to, together with the right to use and control, material produced and originals, unless otherwise agreed. This means that methods, drawings, models, statements, descriptions, calculations, specifications, etc., that the Company provides for the Client may not be utilised by the Client for purposes other than those intended by and agreed in the assignment. They may not be made available to any other party without the Company's consent.

9.6 A liability to pay damages may arise in the event of unauthorised use of materials obtained.

10. Insurance

10.1 The Company is obliged to hold appropriate company insurance including property insurance for damage owing to fire, water, robbery and burglary, and also covering interruptions to data and telecommunication facilities, transport insurance and liability insurance in relation to the Client.

11. Liability

11.1 The Company is liable for promotional events proposed by the Company not contravening applicable statutory requirements, ethical rules or industry practice. The Client has a corresponding liability for data provided and commitments made and also other material provided.

11.2 If a defect, deficiency or delay in supply arises in the service provided by the Company then the Company is in the first instance obliged to implement rectification. The Company is apart from this only liable for defects, deficiencies and delays in supply in the manner stated below. The Company's liability, a precondition for which is neglect, is also restricted to defects, deficiencies and delays that are to be considered to be fundamental according to proven professional experience. In terms of value, the Company's liability is restricted to an amount corresponding to no more than the remuneration for own work to which the Company was otherwise entitled to charge in the assignment or, in the case of a partial defect, the faulty part thereof.

The Company is not liable for consequential loss, third party losses or other indirect damage unless the damage is covered by insurance under Sub-clause 10.1 above.

Further restrictions of the Company's liability referred to in the preceding paragraph are

prescribed by Sub-clauses 11.3 to 11.6 and also Clause 12 below.

11.3 The Client is liable for the material and data submitted to the Company being correct in terms of weight, measurements, quality, content, value, number, etc. The Company is entitled to check at the expense of the Client that such material and data corresponds with that agreed. The relevant parts of information contained in a transport document or corresponding are not binding in relation to the Company, unless the Company has checked and approved the same. The Company is only liable for material received being lost or damaged within the framework of the applicable insurance according to Sub-clause 10.1 above.

The Client is obliged at the request of the Company to produce and retain a copy of the data delivered.

11.4 The Company is not liable for damage caused by property provided by the Client or for delays caused by such property not being provided on time. In the event of a delay in delivery of such property, the Company is entitled to obtain compensation from the Client for increased costs and/or an extension of the delivery time that arises as a result of this and also, if the delay affects co-distribution planned by the Company, for losses suffered.

11.5 When engaging sub-contractors that were specified for the Client or must be deemed to have been assumed, the Company is not liable in relation to the Client for loss caused by the sub-contractor more widely than for which the sub-contractor is liable in relation to the Company. The Company is entitled in relation to the Client to refer to reservations made by such sub-contractor in respect of tolerances. Such tolerances shall be communicated to the Client as soon as possible.

11.6 The Company's responsibility for consignments submitted in relation to the Client ceases after the Company has submitted consignments to an email distributor, mobile phone operator, postal operator, carrier or distribution organisation nominated by the Client for conveyance or distribution.

12. Force Majeure

The following circumstances constitute grounds for the release of a Party if performance of the contract is thereby prevented, made significantly more difficult or becomes more expensive: Industrial conflict and every other circumstance that the Parties cannot control, such as fire, war, mobilisation or corresponding military call-ups, requisition, seizure, exchange restrictions, civil commotion or riot, shortage of means of transport or access to goods or energy, breakdowns of machinery with a unique function that could not have been anticipated or prevented with professional care, late delivery on the part of a sub-contractor owing to a circumstance mentioned here, and also non-delivery on the part of the sub-contractor owing to its insolvency or bankruptcy.

The occurrence of such a circumstance releases a party from liability to pay compensation for lack of or delayed performance and entitles the Party to the required extension of their delivery time.

13. Complaints

13.1 If the Client wishes to direct a complaint against an order confirmation sent by the Company or against an invoice issued by the Company, this shall be done within 20 days following receipt.

13.2 If the Client wishes to object to a defect or deficiency in the service, this shall be done

within 20 days following receipt or performance of the service.

13.3 If the Client wishes to object to a delay, this shall be done within 20 days after the Client became aware of the delay.

13.4 Any failure to complain is deemed to represent an approval.

14. Premature termination

A Party is entitled, with immediate effect, to give notice terminating the contract completely or in part in the following situations:

- The other Party commits a fundamental breach of contract and has not implemented rectification within 30 days following a written request.
- The other Party is put into bankruptcy, initiates proceedings for corporate restructuring, stops its payments, commences negotiations for a composition, enters into liquidation or otherwise may be deemed to have become insolvent.

15. Disputes

Disputes between the Client and the Company as a result of these Terms of Supply shall be determined by a Swedish court applying Swedish law.

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SWEDMA will upon request provide a statement of opinion concerning how these Terms of Supply should be interpreted according to good commercial practice.

These General Terms were last revised in April 2016.