



CityMail Sweden AB  
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## GENERAL TERMS AND CONDITIONS FOR MAIL SERVICES

Citymail Sweden AB (org. nr. 556591-6961), ("CityMail") provides these services.

### ABOUT THIS DOCUMENT

The terms and conditions in this document are CityMail's terms and conditions for all relevant distribution services (excluding services that offer some form of trackability for individual mail items), and are in effect unless a separate agreement has been reached between CityMail Sweden AB and another party.

### DEFINITIONS

The following terms are used in this document according to the definitions provided here:

*Shipment:*

A delivery batch of at least 500 items of mail, in which all mail items have the same size format and are sorted according to a coherent postal code sequence.

*Unsorted shipment:*

A deliver batch of at least 500 items of mail, in which all mail items have the same size format, but are not sorted by postal code.

*Individual mail items:*

Items of mail with varying size formats that are not sorted by postal code. This term pertains to all such batches of mail received by CityMail, regardless of the total number of items.

*ADM – Addressed direct mail:*

Addressed items of mail that may only contain advertisements with the aim of marketing products or services. These mail items shall follow the basic rules for advertising and direct marketing that are commonly accepted within the relevant industry. See the rules of the Swedish International Chamber of Commerce at [www.icc.se](http://www.icc.se). Mail items' contents may not violate relevant regulations or ordinances.

*Periodical publications:*

Addressed publications that have authorization for publication from the Swedish Patent and Registration Office. The publication must have an individual who bears legal responsibility for its contents (ansvarig utgivare), there must be a minimum of four (4) editions published per year, and the publication must be registered in PostNord's publication registry.

*AR – Administrative routines:*

Other addressed items of mail

*Delivery area:*

The list of postal codes and addresses that Bring Citymail serves directly or through subcontractors. An up-to-date list of served postal codes is available at [www.bring.se/villkor](http://www.bring.se/villkor).

### SIZE, WEIGHT AND DIMENSIONS

All items in a shipment must have the same size format (e.g. C4, C5). If a shipment contains items of different sizes, they will be handled and priced as separate shipments or as individual mail items. The weight of items within a shipment may vary. The maximum per item weight is 2 kg. CityMail distributes mail items with dimensions up to 80 x 250 x 450 mm (thickness, width, length). There is a surcharge for mail items thicker than 30 mm.

### ADDRESSING AND LABELLING

CityMail aims to distribute correctly addressed mail items within CityMail's delivery area. This refers to items completed accurately with the personal/business name and address in compliance with the Swedish standard for postal addresses, SS-EN 613401:2011 or SS-EN ISO19160-1.

Items must be clearly marked with the address and name of the sender as well as a Swedish return address. Items must also be marked with one of the following alternatives: Port Payé or another of PostNord's approved postage markings, which can be found at [www.postnord.se](http://www.postnord.se)

### OTHER MARKING

CityMail reserves the right to add information related to change of address, mail operator and/or production to mail items. New information will be added to predefined areas of the mail item based on its size format (e.g. C4, C5). For further information, see [citymail.se/dokument-villkor](http://citymail.se/dokument-villkor)

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*Dangerous goods*

It is the Customer's responsibility to ensure that mail items do not contain substances that are classified and marked as dangerous goods under regulation KIFS 2005:7 of the Swedish Chemicals Agency or EU Classification Regulation 1272/2008.

*Unlawful content*

The contents of mail items must comply with the basic rules for advertising and direct marketing generally accepted within the relevant industry. See the rules of the Swedish International Chamber of Commerce at [www.icc.se](http://www.icc.se). Mail items' contents may not violate relevant regulations or ordinances.

CityMail reserves the right to refuse distribution for mail items that it considers to be in breach of the above guidelines.

## PRODUCTION PLANS

The Customer is responsible for providing production plans that provide a basis for CityMail's planning. These should include the following information:

- Preliminary dates, per shipment volume and weight information, and the mail producer.

## RECEIPT OF MAIL ITEMS FOR DISTRIBUTION

It is the Customer's responsibility to ensure that the mail items that CityMail receives for distribution fulfil CityMail's "general terms and conditions for receipt of mail," available at [citymail.se/dokument-villkor](http://citymail.se/dokument-villkor)

Within Sweden, CityMail provides collection of shipments to CityMail's closest collection point, either directly from the Customer or from a mail producer chosen by the Customer. Timing of the collection can vary and is dependent on the location of the Customer or mail producer. The cost for mail collection is charged according to the relevant pricelist unless a separate agreement has been reached between CityMail Sweden and the Customer.

## CUSTOMER DROP-OFF

Shipments dropped off by the Customer must be received by CityMail no later than 16:00 (4:00 pm) on the date of receipt. Goods are considered received only when placed in the assigned location by CityMail.

The transport and unloading of goods coming from outside of Sweden to the assigned terminal is to be booked by the Customer, at the Customer's expense. Transport must be booked "DAT – Delivered At Terminal," according to the definition provided in Incoterm 2010, available at <https://iccwbo.org/resources-for-business/incoterms-rules/incoterms-rules-2010>.

Hand trucks and forklifts are available in CityMail's terminals. In order to use motor-driven forklifts in CityMail's facilities, the driver must present valid proof of training as well as an operating permit provided by their employer.

If the Customer's carrier cannot or is not permitted to unload a delivery, due to a lack of required documentation or as a result of incorrect booking of the drop-off, CityMail can unload the vehicle at the cost of 1,000 SEK per unloading.

## DELIVERY

Unless a separate agreement has been reached, delivery typically occurs within four (4) standard business days, beginning on the business day following the date of receipt. Exceptions to this schedule exist for Midsummer's Eve, Christmas Eve and New Year's Eve. In cases where the mail item does not fit in the recipient's post box or mail slot, the recipient will receive a notice that the item is available for pick-up from CityMail's collection network.

## RETURNS

Unless a separate agreement has been reached, the following will be in effect:

### *Change of address*

If the recipient has moved and has active mail forwarding, the mail item will be forwarded to their new address.

If the recipient has moved and does not have active forwarding:

- Addressed direct mail (ADM) will be destroyed.
- Administrative routines (AR) will be returned
- Periodical publications will be destroyed

### *Undeliverables:*

For mail items that cannot be delivered:

- Addressed direct mail (ADM) will be destroyed.
- Administrative routines (AR) will be returned
- Periodical publications will be destroyed

## PAYMENT AND INVOICING

Payment takes place via invoice following delivery. The invoice is based on the delivery note that is attached to and accompanies each shipment. CityMail reserves the right to review the terms of credit following a credit check. In the event of late payment, an 18% penalty interest will be charged from the due date until full payment is made together with the statutory reminder fee. In the case of continued non-payment, the matter will be transferred for collection. Any disputes shall be made no later than 15 days from the date of invoice.

### *VAT exempt items*

The following applies to customers who, under Chapter 3, Section 19 of the Swedish VAT Act (mervärdesskattelagen, ML) are mailing items that are VAT-exempt with regard to their distribution: Should the tax authority decide that VAT exemption no longer applies, the Customer will be liable to pay CityMail the VAT that Bring CityMail will be obliged to pay as a result of such a decision.

CityMail holds a lien on mail items and other items that are under CityMail's control. The lien concerns the claim that Bring Citymail has against the sender or receiver in connection with assignments from the Customer.

## CUSTOMER'S RESPONSIBILITIES

The Customer is responsible for ensuring that mail items are prepared, scheduled and received by CityMail in accordance with the provisions in CityMail's general terms and conditions, the general terms and conditions for receipt of mail, as well as any additional provisions that are part of service-specific terms and conditions. Violation of these terms and conditions can result in additional fees, delayed distribution or return of received mail items if CityMail determines that the violations are sufficiently significant.

## PERSONAL DATA

Use of CityMail's services may imply that CityMail, in its capacity as a Data Processor, processes Personal Data on behalf of the Customer. In situations where CityMail is a Data Processor, the below stated regulation, the specific regulation set forth in the relevant appendices to the agreement, and other written instructions provided by the Customer, shall be applicable.

The specific terms and expressions used below which are not defined in the agreement shall be deemed to have the same meaning as the terms and expressions stated in the at each time applicable Swedish legislation regarding Processing of Personal Data.

In case the Parties have signed a separate Personal Data Processing Agreement that contradicts the provisions of this agreement, the provisions of the signed Personal Data Processing Agreement shall prevail.

In addition to what follows from the Agreement, CityMail agrees and warrants:

a) that the Processing of Personal Data is carried out in accordance with applicable Personal Data Legislation;

b) to assist the Customer in ensuring compliance with the obligations deriving from applicable Personal Data Legislation, taking into account the nature of the Processing and the information available to CityMail;

c) to Process Personal Data only on behalf of the Customer and in compliance with the Customer's documented instructions;

d) that it will immediately inform the Customer if, in CityMail's opinion, an instruction infringes the applicable Personal Data Legislation;

e) to implement appropriate technical and organisational measures to ensure and demonstrate that Personal Data is not Processed in an illegal or unlawful manner or in a way which risk that they fall into the wrong hands, and ensure that such measures (taking into account the technological developments, the cost of implementing any measures, the nature, scope, context and purposes of the Processing) maintain a level of security which is appropriate in relation to the risk for the rights and freedoms of natural persons;

(f) to maintain records of all categories of Processing performed on behalf of the Customer;

(g) if necessary, to keep authorisation controls and logging of the systems where Personal Data is Processed, for the purpose of making it possible for the Customer to audit and ensure the integrity and confidentiality of the Personal Data, including safeguards against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Processed Personal Data;

(h) to deal promptly with all inquiries from the Customer relating to its Processing of the Personal Data and provide the Customer with all information required to demonstrate its compliance with obligations deriving from applicable Personal Data Legislation;

(i) that it will without undue delay refer any third party requesting information relating to the Personal Data to the Customer, unless such reference is prohibited under criminal law and on request cooperate with relevant supervisory authority in the performance of its tasks and without undue delay inform the Customer of this;

j) to assist the Customer by appropriate technical and organisational measures, to the extent possible, so that the Customer can fulfil its obligation to respond to a request following a Data Subject exercising its rights under applicable Personal Data Legislation;

k) that it will without undue delay notify the

Customer about any completed or attempted unauthorised access to the Personal Data;

l) not to transfer Personal Data to a Third Country unless approved in writing by the Customer; and

m) to, at the request of the Customer, submit its facilities where the Personal Data is Processed for audit in order to ensure and demonstrate that the Processing is compliant with this Agreement and the obligations deriving from applicable Personal Data Legislation.

CityMail is entitled to sub-contract the Processing of the Personal Data without further specific or general consent from the Customer. CityMail guarantees that such sub-processor's Processing is performed in accordance with CityMail's obligations under this agreement. If CityMail engages a sub-processor it agrees to inform the Customer of the identity of the sub-processor, and, upon the request of the Customer, provide additional relevant information. Upon receiving such information, the Customer is entitled to object to the engagement of a specific sub-processor within ten (10) days. CityMail shall remain fully liable towards the Customer for the performance of any sub-processor.

Upon termination of the agreement, CityMail shall return all Personal Data to the Customer or delete them at its request, provided that CityMail is required to store the Personal Data under Union or national law.

CityMail's applicable privacy policy is published on [www.citymail.se](http://www.citymail.se)

## **CITYMAIL'S RESPONSIBILITIES**

Citymail's responsibility for a mail item takes effect once the item is received and ceases once the item has been delivered to the specified recipient's address. For items notified for collection from Citymail's collection network, the responsibility ceases once the item has been collected. Citymail's responsibility also ceases when a mail item is considered undeliverable and is returned to sender or is forwarded to the Swedish Post and Telecom Authority.

## **CLAIMS**

Upon discovery of any loss, damage or delay, Customer claims should be sent to Citymail within a reasonable period of time. Delivery is to be considered delayed if it takes place later than eight (8) business days from the date of receipt. A mail item is considered lost thirty (30) days after the date of receipt. CityMail is free from responsibility if CityMail has been normally cautious. In the case of loss, damage or delay of mail items, found upon investigation to be due to CityMail, reimbursement will be made up to the maximum paid postage for said mail items. Under this agreement, CityMail's responsibility for damages is generally limited to the value of the specific commission in which the damage took place. CityMail is never responsible for reimbursement due to damages made by a third party.

## **VIOLATIONS**

In the event of incomplete markings that prevent CityMail from delivering and item, CityMail will contact the Customer for further instructions. If total number is not provided within the standard areas (Sw. Normalområde), the Customer will be charged an additional fee for the entire shipment volume. In the case of inadequate postal code sorting, the Customer will be invoiced for a sorting surcharge for the volume concerned, and delivery may be delayed. Distribution may be delayed in the event of violations of other *packaging instructions* and of booking times. If the Customer has overdue, unpaid invoices, CityMail has the right to postpone the start of distribution until the outstanding receivables are paid.

## **STATISTICS**

As part of TNS Sifo's monitoring of advertising investments in Sweden, CityMail like other ADM distributors, provides information regarding its ADM distribution on an ongoing basis. The information includes data about postal costs based on gross prices. Upon Customer request, CityMail will provide more detailed information about the data submitted.

## **FORCE MAJEURE**

Every circumstance beyond CityMail's control such as war, sabotage, requisition, insurrection, riots, fire, water damage, lightning strikes, natural disasters, extreme weather conditions, labour disputes, break-ins, computer hacking, government action and errors, shortage or delays in the supply of energy, fuel, telephone connections or other communications as well as errors, shortfalls or delays of deliveries from subcontractors based on the circumstances referred to in this paragraph, will be deemed to constitute grounds for exemption from liability should it occur within the period of these conditions.

## **DISPUTES AND APPLICABLE LAW**

Disputes that emerge in connection with this agreement are to be resolved through arbitration procedures administered by the Stockholm Chamber of Commerce Arbitration Institute (SCC – Stockholms Handelskammars Skiljedomsinstitut).

Rules for simplified arbitration (Regler för Förenklat Skiljeförfarande) shall apply unless the SCC determines that arbitration rules (Skiljedomregler) shall apply, after considering the case's level of difficulty, the value of the subject of arbitration and other circumstances. In these cases, the SCC will also determine if the arbitration panel is to consist of one arbitrator or three arbitrators.

Swedish law shall apply to this agreement and in the case of potential disputes.

**VALIDITY**

The above terms and conditions are in effect as of 1 February, 2018.

## GENERAL TERMS AND CONDITIONS FOR RECEIPT OF MAIL

### ABOUT THIS DOCUMENT

The terms and conditions in this document are CityMail's terms and conditions for receipt of mail for all relevant distribution services (excluding services that offer some form of trackability for individual mail items), and are in effect unless a separate agreement has been reached between CityMail Sweden AB and another party.

Up-to-date terms and conditions can always be found on [citymail.se/dokument-villkor](http://citymail.se/dokument-villkor)

CityMail reserves the right to add to, remove or otherwise amend these terms. Notification of such amendments shall be given no later than three (3) months before the new terms take effect. In the event of a dispute, the terms and conditions published on the above link shall always apply to the dispute.

### BOOKING OF SHIPMENTS

Shipments are to be booked according to the following:

Shipment volume	No later than
Fewer than 10,000 items	12:00 (pm) on the date of receipt
From 10,000 – 200,000 items	17:00 (5:00 pm) on the business day prior to the date of receipt
Over 200,000 items	3 business days prior to the date of receipt

Booking is to take place via Bring Citymail's digital partner portal (Partnerwebben), or through the relevant contact information here:

Stockholm	Tel: 08-599 09 960 Fax: 08-599 09 969 <a href="mailto:Leverans.sthlm@citymail.se">Leverans.sthlm@citymail.se</a>
Gothenburg	Tel: 031-706 38 27 Fax: 031-706 38 02 <a href="mailto:Leverans.gbg@citymail.se">Leverans.gbg@citymail.se</a>
Malmö	Tel: 040-680 85 64 Fax: 040-680 85 51 <a href="mailto:Leverans.mlm@citymail.se">Leverans.mlm@citymail.se</a>

### DELIVERY NOTE

A CityMail delivery note is to be transmitted electronically via CityMail's digital partner portal (Partnerwebben) or via email. This must be done no later than the time at which the goods have left the Customer or the mail producer selected by the Customer. A physical delivery note will also be included. The delivery note, as the basis for invoicing, is to be correctly filled out. The delivery note can be found at [citymail.se/dokument-villkor](http://citymail.se/dokument-villkor)

CityMail does not accept partial delivery of shipments, unless a separate written agreement has been made with the Customer or the Customer's mail producer. It is always the mail producer's responsibility to keep the Customer informed of changes in the delivery to CityMail.

### DELIVERY AREA, SORTING, SEPARATION, PACKING AND DESTINATION SEPARATION

The current list of postal codes included in CityMail's delivery area along with up-to-date instructions for postal code sorting, separation, packing and destination separation can be found in the document *packaging instructions*, available at [citymail.se/dokument-villkor](http://citymail.se/dokument-villkor)

### LOAD CARRIERS

Transport boxes, half-pallet containers, cages and other load carriers provided by CityMail are owned by CityMail and may only be used to transport mail items from the Customer, or the Customer's mail producer, to CityMail and vice versa.

### COLLECTION POINTS

Shipments should be received by CityMail at one of the following collection points:

Stockholm	Kumla Gårdsväg 21 145 63 Norsborg
Gothenburg	Ågatan 38 431 37 Mölndal
Malmö	Tegelvägen 4 232 54 Åkarp

## **RECEIPT OF MAIL ITEMS**

Shipments dropped off by the Customer must be received by CityMail no later than 16:00 (4:00 pm) on the date of receipt. Goods are considered received only when placed in the assigned location by CityMail.

The transport and unloading of goods coming from outside of Sweden to the assigned terminal is to be scheduled by the Customer, at the Customer's expense. Transport must be booked "DAT – Delivered At Terminal," according to the definition provided in Incoterm 2010, available at <https://iccwbo.org/resources-for-business/incoterms-rules/incoterms-rules-2010>.

Hand trucks and forklifts are available in CityMail's terminals. In order to use motor-driven forklifts in CityMail's facilities, the driver must present valid proof of training as well as an operating permit provided by their employer.

If the Customer's carrier cannot or is not permitted to unload a delivery, due to a lack of required documentation or as a result of incorrect booking of the drop-off, CityMail can unload the vehicle at the cost of 1,000 SEK per unloading.

## **PICK-UP**

Within Sweden, CityMail provides collection of shipments to CityMail's closest collection point, either directly from the Customer or from a mail producer chosen by the Customer. Timing of the collection can vary and is dependent on the location of the Customer or mail producer. The cost for mail collection is charged according to the relevant pricelist unless a separate agreement has been reached between CityMail Sweden and the Customer.

## TERMS AND CONDITIONS FOR SORTING DISCOUNTS

The Customer receive sorting discounts on shipments that fulfil notification and sorting conditions per CityMail's *supplement requirement* or *print file optimization* (POP) guidelines, below. To receive the discount, sorting and notification must meet these guidelines.

CityMail will implement print file optimization (POP) throughout 2018. The implementation will take place on a continuous basis, with start-up and certification of a limited number of partners at a time. CityMail will continuously provide information on the progress of POP partner certification at [citymail.se/dokument-villkor](http://citymail.se/dokument-villkor). When full implementation has been completed, it will be communicated in accordance with this agreement.

If the Customer is interested in POP certification or has questions regarding system certification or Processing Partners, please contact one of our production specialists in Stockholm or Malmö.

### TERMS AND CONDITIONS FOR CITYMAIL'S SUPPLEMENT REQUIREMENT AND POP

In order to receive a sorting discount, a shipment must be in compliance with the following requirements:

Sorting and notification has been carried out by a Preprocessing Partner.

The Preprocessing Partner has used a system certified by CityMail for sorting and notification.

File sorting fulfils the relevant guidelines for "Supplement Sorting" (tilläggsortering, up-to-date terms and conditions can be found at [citymail.se/dokument-villkor](http://citymail.se/dokument-villkor) or has been carried out using the POP-service.

A digital notification accompanies physical receipt of the goods, and arrives no later than 17:00 (5:00 pm) on the date of receipt, in accordance to the terms and conditions for "digital notification" (up-to-date terms and conditions can be found at [citymail.se/dokument-villkor](http://citymail.se/dokument-villkor) ). Note that the discount will be reduced if notification occurs after 12:00 (pm) on the date of receipt.

Booking is done via CityMail's digital partner portal (Partnerwebben). The previously submitted digital notification is used in the partner portal at the creating of the booking.

A delivery note accompanies the goods at the time of receipt. The delivery note must be labelled with the correct booking-ID. (Drop-off of the shipment can be done by a different party than the Preprocessing Partner who handled sorting and notification).

### POP-SERVICE

The Customer may improve the address information to the Recipients (defined below) using the POP Service (defined below). The following terms for the POP Service shall apply to Customers using the POP Service.

"*Recipients*" refers to the persons or companies that the Customer wishes to send mail to and whose addresses are specified in the Original File.

"*Original File*" refers to the file with address information provided by the Customer.

"*Registry*" refers to the directory of addresses and recipients CityMail is using in the POP Service.

"*Sorting File*" refers to the Original File after being processed in the POP Service; and

"*POP Service*" refers to the service described below.

By using the POP Service, the Original File is assigned with certain address information from the Registry, resulting in the Sorting File. The Customer is Data Controller for the Personal Data in the Original File and the Sorting File. The files contain address details (name, address, zip code and country) to the Recipients, as well as the other Personal Data the Customer has chosen to include. CityMail is Data Processor for the data the Customer provides in order to use the POP Service.

CityMail may use the Original File in order to: (i) sort the Sorting File according to CityMail's desired sorting order; (ii) add columns to the Sorting File for sort order, sort key and bundle key; (iii) replace the Original File addresses with new addresses in the Sorting File; (iv) exclude rows from the Original File to the Sorting File; and (v) generate depersonalized statistics for volume, matching rate and changes made.

CityMail will retain the Original File, the Sorting File and detailed information about the processing performed at the production of the Sorting File during three months, in order to troubleshoot and investigate complaints from individual Recipients and to investigate and troubleshoot the POP Service. The Customer agrees to the above mentioned processing.

Personal Data in the POP Service shall be protected from unauthorized access by authentication verifying that the one providing or collecting files is authorized to do so. In addition, files in the POP Service will always be transferred and stored encrypted to prevent unauthorized access to Personal Data. Only those at CityMail, or at a subcontractor hired by CityMail, who need access to Personal Data to perform their duties, such as to investigate a support case at the Customer's request, may process the Personal Data in the POP Service.