

## GENERAL CONDITIONS OF PURCHASE (valid and effective from: April 1st, 2021)

### 1. General provisions

**1.1.** These general conditions of purchase ("GCP") apply to all supplies of goods ("Products") and/or services ("Services") made by suppliers in the context of B2B relationships ("Suppliers") in favor of Lyreco CE, SE. ("Lyreco"). These GCP prevail over any other indication reported by the Supplier, as well as the general conditions of sale of the latter, unless otherwise agreed in writing.

**1.2.** Lyreco reserves the right to modify these GCP at any time. In case of modification, the version in force on the day in which the Supplier confirmed the purchase order submitted by Lyreco will be applicable.

**1.3.** By accepting a purchase order, these GCP are considered to be known and accepted by the Supplier. Lyreco reserves the right to refuse the execution of the order by the Supplier in case these GCP are not signed by the latter.

**1.4.** Lyreco has made these CGP available for viewing and storage by making them available at its offices, on website <https://lyreco.com/group/ce/at/lyreco-datenschutzrichtlinie/dokumente-zum-download> and at its own marketing staff.

**1.5.** The Supplier is aware that the final customers of Lyreco are established or operating their business in Austria, Czech Republic, Hungary and Slovak Republic (hereinafter refer to destination countries), unless the Parties have limited the geographical scope in written otherwise;

### 2. Orders

**2.1.** The Supplier agrees to sell and supply the Products and/or to provide the Services in favor of Lyreco, on the conditions set forth below and according to the orders from time to time sent by the latter. Orders will become binding only upon receipt by Lyreco of written confirmation of the order sent by the Supplier, confirming that shall, in any case, be transmitted to Lyreco no later than 2 (two) working days after the date of transmission of the order by Lyreco. After this term without the Supplier sending to Lyreco the express acceptance, the purchase order and these GCP will be considered accepted without reservation by the Supplier.

### 3. Products and Services

**3.1.** The Supplier declares and guarantees that the Products and/or Services provided or performed in favor of Lyreco:

a) are of quality and suitable for any purpose indicated by the product certifications transmitted by the Supplier at the time the purchase orders are transmitted by Lyreco;

b) comply with the specifications indicated by Lyreco, the safety data sheets and, if existing, comply with the samples approved by Lyreco;

c) are new and free from design, material and labor defects;

e) comply with Slovak legislation and European Union regulations, as well as any legislation in force in the destination country where the Products are delivered to final customer of Lyreco or the Services performed;

f) are labeled and packaged in accordance with the provisions of Slovak law and European Union regulations and in any other destination country where the Products are delivered to final customer of Lyreco;

g) are accompanied and provided with any information and documentation required by applicable legislation and necessary for their use, written also in Slovak and/or language of the destination country where the Products are delivered to final customer of Lyreco;

h) are made/executed by the Supplier or by persons appointed by the latter who comply with ethical commercial standards;

i) do not infringe any intellectual property rights of third parties. In this regard, the Supplier guarantees to possess, directly or through legitimate contracts stipulated with third parties, all intellectual property rights, know-how and processes relating to the production and use of the Products and/or Services provided;

j) are free of constraints, liens and are not object of disputes by third parties.

**3.2.** The Supplier warrants the Product quality in terms of Product workmanship inclusive of the material during the minimum 12 (twelve) months warranty period starting from the date of delivery to final customer of Lyreco, unless in the Supplier does not guarantee longer warranty period indicated in Lyreco catalogue or different expiration period for use is indicated on Product packaging. The Products shall be supplied to Lyreco within the first third (1/3) of the entire warranty period/expiration period for use (i.e. Product shelf life).

**3.3.** Lyreco reserves the right to run quality tests and compliance checks carried out by an external laboratory, at the Supplier's expense, on Lyreco private label Products. The content of the tests and the related costs will be communicated to the Supplier in advance.

**3.4.** The Supplier will carry out and maintain an adequate quality management process and documented procedures aimed at identifying, controlling and, if necessary, separating non-conforming Products.

**3.5.** The Supplier will allow Lyreco, any person nominated by the same and/or any independent external auditor appointed at any time, to examine and control the Products, as well as their compliance.

**3.6.** Lyreco reserves the right to refuse and/or return to the Supplier, at the expense and risk of the same, any excess Product as well as deliveries or execution of the Services performed before or after the dates agreed and indicated in the purchase order, unless otherwise agreed between the Parties.

**3.7.** The Supplier agrees that the return of the Products shall be at his own expenses without and that Lyreco will not pay any penalty, storage charges or other additional costs, without Lyreco's limitation of the rights and remedies granted to the latter by law and/or by virtue of these GCP, in the event that: (i) the Products are defective or non-compliant, as identified at any time by Lyreco and/or its end customers, unless the claimed defects are remedied within 20 days; (ii) the Supplier



eliminates the Products (except for food products) within 12 (twelve) months from the date of publication of the Lyreco catalog. In case designated in the par.(ii) of this clause, the replacement product will be offered by the Supplier and the remaining stock at Lyreco will be returned to the Supplier and fully reimbursed by the latter to Lyreco at the corresponding prices indicated in the purchase order or resulting in the invoice.

#### **4. Prices and deliveries**

**4.1.** The Supplier will supply the Products to Lyreco and will perform the Services at the agreed prices, which will remain fixed and unchanged for 1 year, unless otherwise provided by the Parties in written. Prices must be kept confidential by both parties.

**4.2.** The agreed delivery terms are considered essential for Lyreco. Unless otherwise indicated, all deliveries shall be made free of charge and will be inclusive of any cost or expense to the delivery address specified by Lyreco. All prices are DDP (Incoterm 2020 at the agreed place of delivery). Products will travel at the Supplier's risk.

**4.3.** The packaging shall be considered free of charge for Lyreco, who will have the right to return all packaging to the Supplier, with costs to be borne by the latter.

**4.4.** In the case of direct deliveries (authorized by Lyreco) made by the Supplier to Lyreco's final customers, any information and/or documentation of any kind relating to these customers, provided by Lyreco to the Supplier, shall be considered confidential, shall remain the sole and exclusive property of Lyreco, and shall not be disclosed or communicated to third parties. The Supplier will use this information exclusively for the purpose of carrying out specific direct deliveries.

#### **5. Payment terms**

**5.1.** All invoices issued by the Supplier will be paid by Lyreco at 30 (thirty) days end of the month plus 25 (twenty five) days, by bank transfer, unless stated otherwise mandatorily by respective legal regulation. Lyreco undertakes to pay all non-disputed invoices.

#### **6. Obligations and responsibilities**

**6.1.** The Supplier declares to have read the Lyreco Code of Ethics attached hereto and available on the website <https://lyreco.com/group/ce/at/lyreco-datenschutzrichtlinie/dokumente-zum-download> and to accept the ethical principles contained therein, as well as undertake to comply with the legislation on companies criminal and administrative liability in the execution of the supply. In the event that Lyreco deems a potential violation of the Code of Ethics, the Supplier undertakes to cooperate in order to verify its actual existence and, if confirmed, he undertakes to take any action to eliminate the violation and any negative consequences. The Supplier acknowledges that Lyreco will use compliance with the principles of the Code of Ethics as a parameter to decide whether or not to make further purchases from the Supplier.

**6.2.** The Supplier undertakes to comply with all laws, regulations, rules, ordinances, codes and standards established by Slovak law and by the European Union, as well as by any regulation in force in the destination country in which the Products shall be delivered to final customer of Lyreco and/or Services shall be performed.

**6.3.** The Supplier shall provide its own personnel employed for the execution of the supply of the Products and/or Services with a regulatory and salary treatment, and comply with insurance obligations, as established by the law and by the collective agreements in force which apply to the Supplier, providing the

documentation requested by Lyreco for this purpose. The Supplier declares to be in good standing with the payment of taxes and health and social security contributions, bearing in mind that Lyreco will have the right to verify the relative documentation valid on the date of payment of each invoice and terminate an order in case of breach. It is understood that, Lyreco will also have the right to suspend the payment of the amount due to the Supplier for the delivery and/or services rendered corresponding to applicable tax arrears.

**6.4.** The Supplier also guarantees the rigorous respect of all applicable accident prevention and safety regulations, making available to the personnel employed in the execution of the activities referred to the supply all the technical means, equipment and necessary clothing provided for by the governing legislation and/or expressly agreed by the Supplier.

**6.5.** The Supplier will operate, in fulfillment of the obligations arising from the supply, in full autonomy, in its own name and account and at its own risk. Given the nature of total autonomy in organizing the activity subject of the supply, the Supplier expressly indemnifies Lyreco from any and all liability for damage caused to persons or property in the exercise of the supply.

**6.6.** The Supplier shall hold harmless and indemnify Lyreco, its directors, officers, employees or third parties against all claims, losses, damages, liabilities, costs and expenses (including legal fees), injuries or death arising out of or resulting from the Supplier's negligence or omission or from any other cause attributable to the Supplier's breach, Supplier's personnel or sub-contractor action.

**6.7.** The Supplier undertakes to stipulate and maintain, with a primary insurance company, an insurance policy covering its own responsibilities and obligations and, in particular, product liability. The Supplier will remain fully responsible with respect to its obligations, even in the presence of non-existent or inadequate insurance coverage or in the event of a refusal by the insurance companies to provide full or partial coverage.

#### **7. Prohibition of sub-supply and/or sub-contract - assignment**

**7.1.** The supply of the Products and/or Services is entrusted by Lyreco to the Supplier, therefore the latter undertakes not to delegate or contract any of his rights or obligations without the written consent of Lyreco.

**7.2.** The Supplier may not, in the absence of the written consent of Lyreco, assign or transfer, in whole or in part, any of its rights or obligations. The undue credits and receivables deriving from the execution of the supply of the Products and/or Services will not be transferable to third parties.

#### **8. Withdrawal and termination**

**8.1.** Lyreco may withdraw from any purchase order by sending a written notice (also by e-mail) 1 day before delivery date of the Products and/or Services at the latest.

**8.2.** Without prejudice to any damage or claims for compensation or other remedies that can be invoked, each purchase order will be automatically terminated by means of a communication sent by registered letter with return receipt or certified e-mail: (i) in the event of a breach of these GCP by one of the parties, if such breach is not remedied by the defaulting party within 30 (thirty) days of receipt of a written request to fulfill; (ii) in the event of a force majeure event that affects the fulfillment of the obligations of one of the parties for more than 30 (thirty) days from the date of notification of this event, (iii) in the event of elevation of protest, of pending of executive or precautionary procedures, of suspensions, difficulties or delays in the fulfillment of obligations assumed towards third parties



and, in any case, when the other party is in a state of insolvency or is subjected to insolvency proceedings.

#### **9. Processing of personal data**

**9.1.** During the supply of the Products and/or Services, Lyreco will act as data Controller and may process a series of personal data relating to employees, agents, consultants, or other natural persons of the Supplier, and may transmit certain data personal data to third parties where necessary for the execution of the supply, according to the privacy policy available on the Lyreco website and in compliance with the applicable legislation on the protection of personal data and, in particular, with the EU Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 and of each guideline, coordination standard and provision issued by the Control Authority -Office for personal data protection of the Slovak Republic. Any questions and requests regarding the treatment of personal data carried out by Lyreco may be sent to the e-mail address [gdpr.sk@lyreco.com](mailto:gdpr.sk@lyreco.com).

**9.2.** The Supplier will also have the right to process the personal data of Lyreco customers on behalf of and on the instructions of the latter in the event that the delivery takes place directly to the customers themselves (as the case may be and only after authorization by Lyreco ). In this case, Lyreco

will remain the data controller of the personal data of its customers and the Supplier will act as Lyreco's data processor and will fulfill its obligations under the agreement that will be specifically signed.

#### **10. Applicable law and competent court**

**10.1.** All supplies of Products and/or Services will be regulated and interpreted in accordance with Slovak law, an application of rules of conflict excluded. Any dispute concerning the supply of Products and/or Services will be subject to the exclusive jurisdiction of the competent general court of the Slovak Republic.

**10.2.** Any clause hereof, that is in contradiction with the strictly mandatory provision of generally binding legal regulation, is excluded from an application.

Date:31.03.2021