

LYRECO SPECIFIC TERMS AND CONDITIONS for Purchase or FOL Contracts

DEFINITIONS

"Machine(s)" – Nespresso coffee machine mainly but not exclusively ZENIUS, GEMINI CS203 and CS223 and MOMENTO M100 and M200.

"Capsule(s)" - Nespresso Professional® coffee selection of coffee blends designed for Nespresso coffee machines.

"General Conditions of Sale" – Lyreco General Conditions of Sales available in Lyreco annual catalogue and on www.lyreco.hu.

"Contract" – contract and/or purchase order subject to which Capsules or Machine(s) shall be purchased by the Customer (Purchase Contract) or Machine(s) shall be placed at the Customer's premises (Free on Loan (FOL) Contract).

"MOQ" - Monthly minimum order quantity as stated in the FOL Contract

1. APPLICABILITY OF GENERAL CONDITIONS OF SALE

- 1.1. Each order placed with Lyreco shall be governed by the present Lyreco General Conditions of Sale and is subject to particular conditions applicable to orders placed via the Internet.
- 1.2. Should these Specific terms and conditions differ from General Conditions of Sale, the Specific terms and conditions should prevail.
- 1.3. Lyreco reserves the right to modify the present General Conditions of Sale and/or the Specific terms and conditions at any time by publishing a new version. The current versions are available <https://www.lyreco.com/webshop/ENHU/termsAndConditions/view>.

2. PRODUCT SELECTION

- 2.1. The product selection is subjected to change and Lyreco reserves the right to change them without prior notice.
- 2.2. The Capsule order unit corresponds to one box containing 50 Capsules of one blend.

3. WARRANTY, RISK OF DAMAGE AND LOSS

- 3.1. A 12-months Warranty applies to the Machine(s) in case of Purchase Contracts and is not transferable. The warranty covers faults arising from manufacturing and material defects.
- 3.2. The Customer shall bear the risk of any damage to and/or loss of the delivered Machine caused in particular by inappropriate handling, accident, natural disaster, vandalism, theft upon the Machine(s) delivery.

4. MACHINE USE

- 4.1. The Customer shall use solely the Capsules with the Machine, otherwise the Customer loses the warranty, or if the Machine(s) is the property of Lyreco, Lyreco is entitled to collect the Machine(s) without any delay. The Customer has no right for remedy.
- 4.2. The Customer agrees to maintain the Machine according to the included service manual and intended purposes, to duly clean and de-scale using the original de-scaling kit ordered from Lyreco. The Machine must be de-scaled regularly (frequency depends on water hardness and usage of the Machine). Any repair or technical visit required due to de-scaling, general cleanliness or customer/user issues (i.e.: blockage(s) caused by scale, milk build up or substitute capsules) is out-of-warranty and the costs of repair and maintenance services shall be covered by the Customer.
- 4.3. The Customer is obliged to inform Lyreco of any damage to or malfunction of the Machine, whilst under warranty or if it is in the property of Lyreco, without undue delay.

5. CAPSULES CONSUMPTION

- 5.1. Should MOQ stated in the FOL Contract not be respected, the Customer is in a breach of Contract and shall purchase the missing quantity of Capsules within the following month or might opt for the purchase of Machine(s) for the price offered to the Customer by Lyreco upon Customer's request. The offered price shall not exceed Machine price list.
- 5.2. If the Customer does not meet the MOQ within 3 subsequent months and no demand for the Machine(s) purchase was presented to Lyreco, the Customer is obliged to return Machine(s) to Lyreco upon request.

6. MACHINES COLLECTION AND COMPENSATION

- 6.1. Lyreco is entitled to collect the Machine(s) any time within the term of a FOL Contract, if the Customer is in the breach of any of the Contract terms and obligations, the Specific terms and conditions included.
- 6.2. In case of FOL Contracts, if the Machine was relocated without Lyreco's prior consent or the Machine(s) is returned by the Customer before contract term expiration or collected by Lyreco due to Customer's breach of Contract, Lyreco is entitled to claim penalty in the amount of 50.000 Ft per each Zenius Machine and/or 90.000 Ft per each CS203/CS223/M100 and/or 120.000 Ft per each M200 Machine against the Customer as a compensation.
- 6.3. The Customer shall indemnify Lyreco for any damage to and/or loss of Machine(s) in the property of Lyreco; if exceeding the penalty.

7. REPAIR AND MAINTENANCE SERVICE

- 7.1. Lyreco guarantees to provide repair and maintenance service starting from the date of Machine(s) delivery. The repair and maintenance service covers the on-site repair within 2 working days from notification by the Customer, loan of the substitute machine for the duration of off-site repair and spare parts required for maintenance.
- 7.2. The costs of the repair and maintenance service will be covered by Lyreco during the Warranty period (if section 4 is observed), or if the Customer is in

compliance with the section 4. and 5.1. in case of FOL Contracts. Otherwise the costs of the repair and maintenance service shall be passed onto the Customer.

7.3. The applicable costs (VAT excl.) of repairs and maintenance of the machine:

	ZENIUS	CS203/223; M100/200
Repair	25 500 Ft	37 000 Ft
De-scaling, cleaning	9 000 Ft	9 000 Ft
Spare parts will be invoiced accordingly		

7.4. The invoice for repairs will be issued by Lyreco immediately after repair.

8. RETURNS POLICY

- 8.1. Customer has the right to return Machines and accessory products in case of Purchase Contracts within 30 days after receipt of goods, if in perfect condition and in their original packaging. Coffee Capsules are not returnable.
- 8.2. Any faulty deliveries (e.g. damaged product or incorrect product delivery) shall be claimed by the customer and remedied by Lyreco in compliance with the section X., clauses 1.-5. of the General Conditions of Sale.

9. INVOICE, PRICE AND PAYMENT

- 9.1. Lyreco will issue a monthly invoice to the Customer at the end of each month for all delivered orders placed during respective month (if not agreed differently and except invoices defined in article 7.4. and/or in the Contract).
- 9.2. Prices are exclusive of VAT and Lyreco has right to change them.
- 9.3. Payment for invoice(s) is due in full within 14 days from the invoice date (if not agreed differently).

10. RETENTION OF TITLE

- 10.1. Risk of loss shall pass to the Customer upon delivery.
- 10.2. The title to Capsules shall pass to the Customer upon delivery. The title to Machine or accessory products shall pass to the Customer on full payment for the products by the Customer.

11. CONFIDENTIALITY

- 11.1. Each party acknowledges and agrees that any and all information of confidential nature regarding the other party including business strategy, service offerings, plans, projections, trade secrets, and other financial and non-financial information, whether disclosed orally, in writing or by any other means (hereinafter as "confidential information"), shall be kept confidential and not be disclosed to any third party at any time during the term of this Contract or thereafter. The confidential information can be provided to Lyreco's subcontractors and service partners performing the Contract and Lyreco associated companies.
- 11.2. The Machine(s) may also include the capacity to record data concerning the use of the Machine (e.g. type of used coffees, amount of capsules consumed) and malfunctions and to report results by remote telemetry or other means. Such data and reports will only be used by Lyreco internally, for market analysis and service enhancement purposes. By signing the contract, the Customer gives its consent, and undertakes to facilitate such monitoring and to provide communications connections as required.

12. TERMINATION

- 12.1. The FOL Contract agreed for a definite term might be terminated by cause without notice period by non-breaching party in written, solely in the event of material breach, which refers to:

- breach of confidentiality,
- use of other capsules with the Machine(s) in the property of Lyreco,
- relocation of the Machine(s) in the property of Lyreco against the Contract,
- loss or damage preventing the further use of Machine(s) in the property of Lyreco,
- any other breach of the Contract (non-material) unless remedied within 15 days from the notice of non-breaching party, if such a breach is capable of being remedied,
- Force Majeure event exceeding thirty (30) days,
- Initiation of a judicial execution procedure or a bankruptcy procedure or a liquidation procedure or a dissolution procedure against the other party, or an automatic cancellation procedure initiated by the competent court of firms against the other party. In the event that the Customer is a private entrepreneur, Lyreco shall be entitled to the same if the Customer has temporarily suspended or has ceased its private entrepreneur's activity, or if it has been ceased in any manner, for whatever reason.

13. MISCELLANEOUS

- 13.1. Neither the Contract, nor any right or obligation under the Contract may be assigned, transferred or delegated by Customer without the express written consent of Lyreco.
- 13.2. Provided personal data will be processed in compliance with EU regulation "GDPR" and Lyreco Data Privacy Policy published on <https://www.lyreco.com/webshop/ENHU/personalData/view>. Lyreco is authorized to use provided personal data and the Customer data for the purposes of promotion/advertising campaigns of Lyreco and its business activities.
- 13.3. The Customer business name and/or the current logo provided by the Customer can be used in particular in the list of Lyreco's customers references published by Lyreco either in electronic or printed form.