

These **GENERAL BUSINESS TERMS AND CONDITIONS** (hereinafter referred to as the “GTC”) are issued by Lyreco CE, SE with its registered office at Office Park I, Top B02, 1300 Vienna, business ID: ATU62381167, tax id: FN275483y, (hereinafter as “Lyreco”). These GTC are issued to define and regulate the business relations between Lyreco and the buyers. These GTC apply to the legal relations between Lyreco and the buyers if the place of delivery of the goods is located in Austria. Lyreco reserves the right to unilaterally amend these GTC. The current Lyreco GTC are available at Lyreco website: www.lyreco.at

I. BASIC DEFINITIONS AND PRIVACY

1. Buyer means a natural person - entrepreneur or legal entity, who delivers an order for goods to Lyreco in accordance with these GTC, either by phone, fax, via the website www.lyreco.at, Lyreco mobile application or by mail.

2. Goods are products offered by Lyreco with their name, order number and description of the goods, intended exclusively for the buyer's own needs and internal consumption.

II. REGISTRATION

1. Initial registration of the buyer is an inevitable condition for the execution of an order and delivery of goods in the required quantity and to the desired place of delivery

2. The following information is part of the buyer's registration:

- A) business name of a natural person - entrepreneur or a legal entity,
- B) address of the buyer's registered office or place of business,
- C) delivery address and billing address, if different,
- D) phone number, fax or e-mail address - contacts for order verification, eventually for delivery of goods and other communication regarding fulfillment based on order,
- E) buyer's registration number (Business ID and Tax ID),
- F) buyer's bank account and account number,
- G) extract from the Companies Register, copy of trade license, or VAT registration certificate,
- H) special requirements for the delivery of goods (opening hours, authorized persons to take over the goods).

3. The buyer is obliged to promptly inform Lyreco about any changes in the above data, either by phone or in writing.

4. Lyreco will carry out the registration immediately after the buyer has met the above conditions. The buyer can register at www.lyreco.at, the buyer service or through a sales representative. By completing the registration, the buyer expresses its consent with these GTC.

5. The buyer declares that it is entitled to provide personal data to Lyreco during the registration and throughout the business cooperation in accordance with the law and regulation (EU) 2016/679 (GDPR) of the European parliament and of the council, for the purpose of fulfillment provided on the basis of orders made under these GTC and communication of Lyreco promotional offers to the buyer. Information about the processing of personal data is available at www.lyreco.com/webshop/DEAT/termsAndConditions/view_angefuehrt.

III. ORDER OF GOODS

1. Order is a unilateral legal act of the buyer, expressing the interest in the delivery of goods offered in Lyreco catalog at the price stated in the current price list of the company, to the specified place of delivery (delivery address) and in the specified quantity. At the same time, the order is also a draft purchase contract by the buyer.

2. By delivering the required goods to the buyer or the first carrier in accordance with the order, the purchase contract for the delivery of the goods is duly concluded under the conditions specified in the orders and/or these GTC.

3. An order can be delivered by phone, fax, via the website www.lyreco.at, Lyreco mobile application or in other agreed way.

4. By ordering the goods, the buyer declares its knowledge and acceptance of the currently valid prices of the goods offered in the Lyreco catalog.

5. Lyreco is entitled to reject an order without giving any reason, and without any penalty from the buyer.

6. Non-catalog goods or products custom-made or modified according to the buyer's wishes are delivered exclusively on the basis of a special written order or purchase contract confirmed by the buyer. The delivery date indicated on an order is only estimated.

IV. DELIVERY OF GOODS

1. Delivery of goods means physical delivery of ordered goods to the buyer. If the order is received between 8:00 am and 5:30 pm, delivery of goods will take place during the next business day, unless the parties have expressly agreed otherwise. 2. In case pallet deliveries of goods, the seller reserves the right to deliver the goods within 2 working days from receipt of an order.

2. Goods are delivered only on the basis of the buyer's order and to the agreed place of delivery - delivery address within Austria.

3. If the buyer does not specify another delivery address of the ordered goods during registration, then the place of delivery is the buyer's registered office/place of business. If the buyer is interested in a single delivery of goods to a non-standard address, it is necessary to notify this fact in writing or by phone when the order is delivered to Lyreco. The buyer is obliged to notify Lyreco of any change in the registered office or place of business/delivery address, either by phone or in writing. The notified change will be reflected in the next following order.

4. Lyreco duly fulfills its obligation to deliver the goods at the time of handing over the ordered goods to the buyer or first carrier. Partial performance is acceptable and the buyer is not entitled to refuse it. In the event that Lyreco is unable to fulfill an order in its entirety, the undelivered goods are registered and will be delivered to the buyer at the first opportunity (after the next stocking of the missing goods).

4. The buyer is obliged to check the condition and number of packages of the goods delivered immediately after delivery, before its acceptance. If the buyer detects damage to the packaging or missing quantity of packaging of the goods delivered, it shall record this fact in the SITI mobile application, which replaces the delivery note and in which the signature confirms receipt of the goods by the buyer and/or delivery note. Lyreco is entitled to refuse any later complaint of such defects of delivered goods.

5. The buyer or its authorized representative shall confirm the receipt of the goods by writing the name of the authorized person accepting the goods in block letters and signing in the SITI mobile application or on the delivery note intended for the needs of Lyreco. The buyer is responsible for the goods being taken over by an authorized person.

6. The delivery note forms part of the delivery of the goods. In addition to information about Lyreco as a supplier, it includes the buyer's name and identification data and data of the goods supplied (order numbers, product names, quantities delivered).

V. PRICE OF GOODS AND PAYMENT FOR DELIVERY OF GOODS

1. The price of goods is stated in the current price list of Lyreco, which reserves the right to arbitrarily modify the price of the goods. The price valid at the time of order delivery is decisive for individual business cases. Information about the current price list of the goods is available at Lyreco customer service, webshop or delivered according to the customer's request to the contact points listed in the catalog.

2. Invoice is a tax document issued by Lyreco based on a delivery note. Lyreco will generally issue a summary monthly invoice at the end of the month for all duly executed orders, unless otherwise agreed by the parties. Electronic invoicing may be activated for the buyer under a separate electronic invoicing agreement or in accordance with legal regulations.

3. The due date is the date set by Lyreco as the date of the latest settlement of liabilities for goods taken over or services provided. It is also the day on which the invoiced price, including VAT, must be credited to Lyreco's account. The standard due date is 14 days after fulfilment by Lyreco, unless otherwise agreed.

4. If the buyer is delayed in the payment of an invoice for the delivered goods or services, Lyreco is entitled to claim default interest of 0.05 % of the amount due for each day of delay. If the buyer is past the due date for more than 30 days, Lyreco is entitled to withdraw from the purchase contract. Withdrawal from the contract must be made in writing and takes effect upon delivery to the buyer. Withdrawal from the contract is deemed delivered upon its sending by fax or e-mail to the buyer's address. In such a case, the buyer is obliged to promptly return to

Lyreco the acquired and unpaid goods in their original condition and quantity, at its own expense and risk. The time and form of return of the goods must be agreed in advance in writing or by phone with the Lyreco customer service. In case the return in original quantity and condition is not possible, Lyreco reserves the right to recover the due amount by any legal means available.

5. If the buyer complains about the invoice or its part, she/he is obliged to do so in writing by post, email or fax. At the same time, the buyer is obliged to pay the part of the invoice to which the complaint does not apply until the due date. Otherwise, Lyreco shall be entitled to claim default interest from the Buyer.

6. The ownership right to the goods and the risk of damage to the goods shall pass to the buyer upon takeover of the goods by the Buyer.

VI. TRANSPORTATION COSTS

1. If the value of the ordered goods exceeds EUR 49.95, excluding VAT, the shipping costs associated with the delivery of the goods to the delivery address are covered in full by Lyreco. If the price of the ordered goods is less than EUR 49.95, excluding VAT, Lyreco reserves the right to bill the Buyer the shipping costs of EUR 4.95, excluding VAT. Lyreco shall also be entitled to invoice a flat shipping costs even if the goods returned by the Buyer do not meet the conditions of Art. VII.

VII. RETURNED GOODS

1. The buyer has the right to return the goods within 30 days of receipt of the goods without giving any reason at the expense of Lyreco provided that the goods are returned without any damage, in their original condition, suitable for resale, with all accompanying documents (e.g. instructions for use, technical specifications/parameters, etc.) and in their original undamaged packaging. We would like to draw your attention to the fact that especially accessories for printers (toners, cartridges and ribbons) can only be returned in the original, unwrapped package, with intact protective tape for toners. If the above conditions are met, Lyreco takes the goods back and issues a credit note to the buyer. Otherwise, Lyreco will return the goods to the buyer, at the buyer's expense. Under this provision, the buyer is not entitled to return :

- A) custom-made or modified products or non-catalog goods,
- B) office furniture products for which assembly has already started or was completed,
- C) food.

2. The physical return of the goods will be made after submitting a request for return in writing, via a webshop or by phone to the Lyreco Customer Service. The Lyreco carrier will receive the goods on the basis of the return slip of the goods at the first opportunity.

3. It is not possible to return the goods without the return slip of the goods. Without the return slip of the goods, the carrier of the goods cannot accept the goods to be returned to Lyreco.

III. WARRANTY PERIOD

1. All products sold by Lyreco, with the exception of Lyreco products with a defined use-by/expiration date set directly on the packaging

of the goods, are subject to 12-month warranty, unless otherwise specified in the catalog or at www.lyreco.at. An extended warranty period is provided for selected goods. It is always visibly listed in the product description in the Lyreco catalog .

2. The warranty applies to all defects in the goods, including material defects, if they existed at the time of delivery, regardless of when they became apparent.

3. The warranty does not apply to defects of the goods resulting from the use of the goods for the purpose of which they were made or from the use contrary to the instructions for use, or to the deterioration of quality of the goods caused by the buyer (for example due to improper storage, excessive wear, exposure to weather exposure or solvents).

4. The buyer is responsible for the suitability of the selected goods as well as for their compatibility.

IX. HEALTH AND SAFETY PRODUCTS

1. Information on health and safety products is provided by Lyreco for informational purposes only and does not replace the information on use provided by the manufacturer as stated on the packaging, labels or leaflets and instructions, or the instructions for use supplied with the product. The Safety Data Sheet (MSDS) is provided by Lyreco in electronic form at www.lyreco.at, available for download. The buyer is obliged to always inspect the health and safety product before each use. The suitability of the health and safety product for the purpose/use intended by the buyer is the sole responsibility of the buyer, not Lyreco.

X. COMPLAINTS

1. Complaint means a unilateral legal act of the buyer aimed at exercising the rights of liability for defects of delivered goods (qualitative and/or quantitative). Complaints must be made in writing and sent to the email address: reklamation@lyreco.com

2. Complaints of apparent defects (qualitative and/or quantitative) of delivered goods must be filed no later than 5 calendar days after delivery of goods.

3. Complaints must include :

- A) order number or customer order number,
- B) product number according to the catalog,
- C) missing quantity and/or specification of quality defects of the goods.

4. In the case that a complaint of quantitative difference is accepted (difference between the quantity of goods physically delivered and the quantity indicated on the delivery note), the missing goods will be delivered at the first opportunity.

5. In case that a complaint of apparent quality defect is accepted, the defective goods will be replaced at the first opportunity by goods meeting the buyer's requirements.

6. Complaints of hidden defects, i.e. defects that occur during use of the delivered goods must be claimed in writing by the buyer during the warranty period at the e-mail address

reklamation@lyreco.com. Hidden defects covered by the warranty will be removed in the manner determined by Lyreco, namely by:

- A) repair and/or
- B) replacement of goods, in case the claimed defects cannot be remedied within 30 days or their removal would require disproportionate costs.

7. Claimed defects covered by the warranty will be removed within 30 days of the complaint in accordance with these GTC. Otherwise, the buyer is entitled to withdraw from the purchase contract .

XI. HOME DELIVERY SERVICE

1. The Buyer can order the delivery of goods even to the home address. Home delivery request shall be notified in the respective written order. Home address refers to the address of residence and/or stay of Buyer's employees, while working from home office. Home delivery will take place within 2 working days of receiving the order.

2. Goods delivered to the home address can be returned as long as they meet the conditions stated in the section VII., clause 1. here above, but solely if the return is delivered back to Lyreco address within 10 days of receipt of the goods at the Buyer's expense.

XII. FINAL PROVISIONS

1. The legal relations between Lyreco and the Buyer are governed by the laws of Austria.

2. The Contracting parties undertake to resolve all disputes arising in connection with the fulfillment of obligations under these GTC, in particular by agreement.

3. All disputes arising between the Buyer and Lyreco will be settled by the competent court of Austria.

4. For the avoidance of doubt and by way of derogation from the provisions set out in these GTC, the Buyer shall release the Supplier from any liability arising from a breach of the provisions of these GTC which would be directly or indirectly caused by any pandemic situation (defined by the WHO) including but not limited to COVID-19 by any government decision, restricting freedom of movement or any other related or subsequent event.

5. These GTC enter into force and effect on 1st January 2021.