

Terms and Conditions: Suppliers

Valid from 01/10/2023

Unless otherwise expressly agreed in writing by a company of the group of companies Walstead Leykam Druck by signing on the part of its *authorised agent*, these are the SOLE Terms and Conditions under which a company of the above-mentioned group of companies is prepared to enter into a contract for the sale of goods and the provision of services by the *Supplier* with you (the "*Supplier*"). The group of companies Walstead Leykam Druck comprises: (i) Let's Print Holding AG (FN 236819 p); (ii) Walstead Leykam Druck GmbH (FN 197486 x); (iii) Walstead Leykam tiskarna d.o.o., Slovenia (company number 1/09198/00); (iv) Walstead Moraviapress s.r.o., Czech Republic (company number 00543411); (v) Walstead Gotha GmbH (company number HRB 283278) and (vi) any other company which is, at the respective time, a group company or an associated company of any of the above-mentioned legal persons (including any affiliated company or associated company of this company or any affiliated company of a direct or indirect holding company of this company), each of which is a "*group company*" and which are jointly referred to as "*Group*" for the purposes of these Terms and Conditions as amended from time to time (the "*Terms and Conditions*").

1. DEFINITIONS

In the *Terms and Conditions* in hand, the following terms shall have the following meanings (unless context dictates otherwise):

- 1.1 "**Order**", an order for goods or services placed by a group company.
- 1.2 "**AVRAG**", the Austrian Work Contracts Law Adjustment Act [*Arbeitsvertragsrechts-Anpassungsgesetz*] as amended from time to time.
- 1.3 "**Authorised agents**", two managing directors or authorised signatories of the respective company together in each case.
- 1.4 "**Services**", the services to be provided by the *Supplier* according to the contract as fixed in the order including any and all *supplies*.
- 1.5 "**Group materials**", any and all materials, implements, tools, drawings, specifications, computer programmes, pieces of information and data on any medium that are made available to the *Supplier* by a group company.
- 1.6 "**Disadvantages**", any and all costs (including court and legal fees, and costs resulting from legal enforcement), expenses, liabilities (including liabilities for taxes), impairments, direct, indirect or consequential damage (all three terms comprising mere financial loss, lost profit, lost business opportunities, loss of image and lost opportunities of another use of resources), and any other damage.
- 1.7 "**Contract**", an order effectively placed with the *Supplier* by a group company for the delivery of goods and/or the provision of services together with these *Terms and Conditions*.
- 1.8 "**Goods**", the goods specified in the order (or any part thereof).
- 1.9 "**Supplies**", any and all documents, products and materials prepared by the *Supplier* or his agents, contractors and employees as part of or in connection with the services in any shape or on any medium.

2. INTERPRETATION OF CONTRACT

2.1 When a group company effectively places an order, this order shall constitute, together with these *Terms and Conditions* (jointly a contract), a separate, binding and enforceable contract between the *Supplier* and the respective group company which places the order. These *Terms and Conditions* shall automatically be deemed an integral part of each individual contract, subject to any deviations that are admissible according to these *Terms and Conditions*, and shall be applied accordingly. In the event of an obvious discrepancy between the provisions of these *Terms and Conditions* and an order, the provisions of the order shall apply.

2.2 The terms of each contract shall apply between the parties with a view to the matters described in the order to the exclusion of all other terms (including any terms and conditions specified by the *Supplier*). Every attempt on your part (or on your behalf) as a *supplier* at specifying any other provisions or terms concerning the business relations with a group company is herewith explicitly and expressly deemed automatically rejected in advance (and each of these provisions and terms shall automatically be deemed rejected in advance accordingly) and shall be wholly invalid and not binding in any way with regard to each of the group companies. For the *Group*, no other provisions than the *Terms and Conditions* in hand are acceptable unless they have been expressly agreed on and personally signed by *authorised agents* who approve of an amendment of these *Terms and Conditions* according to these *Terms and Conditions*.

2.3 The *Terms and Conditions* in hand shall automatically be deemed accepted by you as the *Supplier* as soon as (i) the *Supplier* accepts the order of a group company; or (ii) the *Supplier* delivers any goods to one of the group companies or starts to provide services, depending on which of these events occurs first. Unless expressly agreed and personally signed by *authorised agents*, the *Terms and Conditions* in hand shall apply to your complete business relationship and all business transactions with each of the group companies. It is not necessary for a group company to send you copies of these *Terms and Conditions* upon signing of each individual contract, and no group company is obliged to do that. Even if no copy of these *Terms and Conditions* is passed on with each individual contract, this has no influence whatsoever on the fact that these *Terms and Conditions* apply to each contract as provided herein.

3. DELIVERY

3.1 The time of delivery and service provision is an essential part of the contract and the delivery has to be carried out in strict compliance with the order. Without prejudice to its rights vis-à-vis the *Supplier* for breach of contract or other reasons, the respective group company has the right to reject any and all goods or services that are not delivered or performed on or before the delivery date specified in the order.

3.2 Unless otherwise agreed, the delivery has to be made to the delivery address specified in the order or, if none is specified, to the business premises of the respective group company, and any and all packaging and transportation costs shall be at the *Supplier's* expense.

3.3 The property right for the goods and any and all supplies shall pass to the respective group company upon delivery (physical transfer).

3.4 The risk for the goods and any and all supplies (price risk) shall pass to the respective group company upon delivery (physical transfer).

3.5 A possible partial delivery or partial service shall be deemed a failure on the part of the *Supplier* to deliver or perform according to the contract unless this was agreed expressly in advance and in writing with the respective group company.

4. PRICE AND PAYMENT

4.1 Unless otherwise agreed, the price indicated in the respective order placed by the respective group company shall be deemed the price for the goods and services delivered according to the contract. If no price is indicated, it shall not exceed the lesser amount of the last price for the same goods and services delivered to the respective group company on the one hand and the respective current standard price of the *Supplier* for these goods and services based on equivalent quality and quantity standards on the other hand.

4.2 The price indicated in the order or otherwise fixed or agreed in writing as described above is a fixed price, and the *Supplier* is not authorised to increase the price for whatever reason.

4.3 The payment shall become due 90 days after the end of the respective month in which a valid invoice concerning the goods or services was received.

5. WARRANTY AND QUALITY

5.1 The *Supplier* warrants, guarantees and pledges that:

- (a) all delivered goods are new, unused and free from defects in material or workmanship when delivered, and that they are suited for any purpose for which they are required and which was announced to the *Supplier* by the respective group company, that they are of a quality usual in the trade, precisely comply with all specifications, drawings or samples made available to the *Supplier* by

the respective group company or with respect to which they were offered for sale, that they comply with the applicable EU directives concerning health & safety and the Austrian legal regulations including the regulations concerning occupational health and safety and industrial safety, and that they precisely match the sample that may have been presented to or by the respective group company, but without any defects that such a sample might have;

- (b) he will provide the services with all the due expertise and diligence and using processes tried and tested in the industry, and that all chief executives, agents, employees, workers or subcontractors employed by him for the provision of the services are suitably knowledgeable and experienced, and observe the same standards;

- (c) the services, goods and supplies comply with all descriptions and specifications given in the order and are suited for the purpose explicitly or implicitly announced for the *Supplier* by the respective group company;

- (d) he will at any time make available at his own expense all pieces of equipment, tools, vehicles and other aids that are necessary for the performance of the contract;

- (e) he will obtain and maintain all necessary permits and licenses at all times in order to perform the contract, and comply with all applicable laws and directives when performing the contract;

- (f) he will observe all health and safety regulations and directives as well as any other safety requirements that apply on the company grounds of the respective group company;

- (g) he will store all group materials safely, keep the group materials in good condition until they are returned to the respective group company, and he will only dispose of the group materials according to the contract or other written instructions or authorisations issued by the respective group company or use them accordingly;

- (h) he will not do anything or refrain from doing anything that might cause the *Group* to lose a permit, authorisation or license on which it is reliant in the scope of its business activity, and the *Supplier* acknowledges that the *Group* is reliant on the services or draws on them in some circumstances.

5.2 At any time before the delivery of the goods to the respective group company, it shall have the right to inspect and examine the goods or supplies.

5.3 If the respective group company comes to the conclusion based on the results of this examination or inspection that the goods or supplies are not compliant with the order, the contract or any specifications and/or the samples submitted or recommended to the *Supplier* by the respective group company or will probably not be compliant with these, the respective group company shall notify the *Supplier* of that, and the *Supplier* shall take all necessary measures to ensure compliance without delay. In addition to that, the respective group company has the right to request further tests and examinations and to be present during these.

5.4 Irrespective of these examinations or tests, the *Supplier* shall remain fully responsible for all aspects of the quality of the goods or the supplies, and investigations or tests shall not reduce or influence any obligations of the *Supplier* according to the contract in any way.

5.5 Should any goods or supplies fail to fulfil the provisions contained in this Section 5, the respective group company shall have the right to avail itself of one or several of the legal remedies described in Section 12.

6. INDEMNITY

6.1 The *Supplier* shall hold harmless the *Group* at any time and without restrictions concerning all disadvantages imposed on the *Group*, incurred or paid by it, namely as a result of or in connection with:

- (a) any claim asserted against a group company by a third party for death, personal injury or property damage as a result of or in connection with defects of goods or supplies insofar as the defect of the goods or supplies is to be attributed to the actions or omissions of the *Supplier*, his employees, agents or subcontractors;

- (b) any claim asserted against a group company by a third party as a result of or in connection with the delivery of the goods or the supplies or the services insofar as this claim results from a contract violation, a defective or omitted or delayed contract performance on the part of the *Supplier*, his employees, his agents or his subcontractors; or

- (c) any claim asserted against a group company for the actual or alleged violation of third-party intellectual property rights or other rights as a result of or in connection with the production, delivery or use of the goods or the supplies, or the receipt, the utilisation or the performance of the services.

6.2 For the term of the contract and for a period of six years afterwards, the *Supplier* shall maintain a professional liability insurance, a product liability insurance and an employer's liability insurance with a renowned insurance company in order to cover those liabilities which may result from or in connection with each individual contract and shall, on request of the *Group*, present the insurance policy with details about the coverage as well as the receipt the payment of the premium for the current year for each insurance.

6.3 This Section 6 shall continue to be valid after the contract has been terminated.

7. GROUP GOODS AND MATERIALS

7.1 All group materials which are provided by or on behalf of the respective group company are and shall remain the property of the respective group company and must not be copied or used in any other way than in connection with the delivery of goods, supplies and services according to the contract in hand. If such group materials are damaged or destroyed while being in the possession or under the control of the *Supplier*, the *Supplier* shall pay the respective group company the costs for the repair or (at the discretion of the respective group company) for the procurement of a replacement at its request.

7.2 The *Supplier* is obliged to inspect all group materials that are made available to him by or on behalf of the respective group company, and to inform the respective group company in writing about any defects or deficiencies without delay.

7.3 Any and all property rights and other rights (including copyrights and any other intellectual property rights) for any additions to group materials that are made available by or on behalf of the respective group company devolve, unless the respective group company is anyway entitled to that under the law, upon the respective group company without delay and are assigned to it herewith.

7.4 The *Supplier* shall not be entitled to any security interests concerning any such materials, documents, data and computer programmes for amounts that are payable for work carried out according to contract or otherwise.

7.5 The respective group company shall have the right to enter the *Supplier's* business premises and to remove all goods, supplies, materials, documents, data and computer programmes to which the respective group company is entitled.

7.6 The *Supplier* shall return these group materials including any copies, extracts and abstracts of them in a good and usable state to the respective group company.

7.7 This Section 7 shall continue to be valid after the contract has been terminated.

8. INTELLECTUAL PROPERTY

8.1 With a view to the goods and any and all goods that are transferred to a group company in the scope of the services according to a contract, including the supplies or a part of them, the *Supplier* warrants and guarantees that he has and will have the complete and unencumbered property right for all these objects, and that he has the complete, unrestricted right to sell and transfer all these objects to the respective group company at the time of the delivery of these objects to the respective group company.

8.2 Herewith the *Supplier* assigns any and all intellectual property rights for the products of the services including the supplies to the respective group company with full guarantee of the property right and free from any third-party rights.

8.3 At the request of the respective group company, the *Supplier* shall without delay take all further measures (or have them arranged) and sign any and all other documents which the respective group company requests in each case for the purpose of securing the full use from each contract for the respective group company, including all permits, property rights and intellectual property rights that were assigned to the respective group company according to Section 8.2.

8.4 All group materials are the exclusive property of the respective group company.

8.5 This Section 8 shall continue to be valid after the contract has been terminated.

9. NOTIFICATIONS

Any and all notifications in the scope of this *contract* shall be made in writing. A notification sent by registered mail by a *group company* to the *Supplier's* address stated in the *order* shall be deemed received by the *Supplier* two days after it was posted in the event of domestic mail, and five days after it was posted in the event of overseas mail.

10. CANCELLATION, SUSPENSION AND TERMINATION

10.1 The respective *group company* has the right to terminate or change each *contract* entered into based on these provisions or to suspend or postpone the manufacture and delivery of the *goods* or of part of them by means of a written notification to the *Supplier*, and the costs that will inevitably be incurred by the *Supplier* as a consequence of that and that the *Supplier* cannot reduce despite all efforts shall be borne by the respective *group company*. On demand, the delivery date has to be postponed to (a) later point(s) in time which seem(s) to be reasonable taking into consideration the duration of such a suspension or postponement or the type of change.

10.2 Without limitation of its other rights or legal remedies, the respective *group company* has the right to cancel all *contracts* with immediate effect by giving written notice to the *Supplier* if:

- (a) the *Supplier* violates a *contract* substantially or on an ongoing basis and (if such a violation can be remedied) fails to remedy this violation within 28 days upon receipt of a written reminder of the violation;
- (b) the *Supplier* discontinues settlement of his liabilities or threatens to do so or is not able to settle his liabilities when they become due, or admits inability to pay or is otherwise unable to pay within the meaning of § 66, Insolvency Ordinance [*Insolvenzordnung*] or is (when a legal person is concerned) overindebted within the meaning of § 67, Insolvency Ordinance;
- (c) the *Supplier* enters into negotiations with all or a group of his creditors regarding the restructuring of debts or suggests a composition or an arrangement in bankruptcy to his debtors or enters into one with them;
- (d) an application is filed, an announcement is made, a resolution is taken or a directive is issued for or in connection with the liquidation of the *Supplier* (as a legal person), with the exception of liquidation with given inability to pay for the purpose of merging the insolvent *Supplier* with one or several other companies or a reorganisation of the insolvent *Supplier*;
- (e) a creditor or mortgagee of the *Supplier* takes over or attaches all of or part of his assets, or attachment proceedings or other comparable proceedings are conducted or initiated and these proceedings are not cancelled within seven days;
- (f) an application is filed with a court for the appointment of an insolvency administrator, or an insolvency administrator is appointed;
- (h) a circumstance eventuates or proceedings are held whose effects match or resemble the circumstances mentioned in Subsections 10.2(b) to 10.2(f) (inclusively), concerning the *Supplier* at any place of jurisdiction to which he is subject to;
- (i) the *Supplier* discontinues his whole business activity or a major part of it or threatens to do so, or fails to continue it or threatens to do so; or
- (j) the *Supplier* (as a natural person) dies or is not able to take care of his own affairs himself due to (mental or physical) illness or inability to work.

10.3 Without limitation of its other rights or legal remedies, the respective *group company* may terminate each *contract*

- (a) concerning the performance of *services* by means of a written notice to the *Supplier* with a period of notice of 14 days; and
 - (b) concerning the delivery of *goods* by means of a written notice to the *Supplier* with immediate effect, and in such a case, the respective *group company* shall pay the *Supplier* a fair and reasonable compensation for any goods in the process of production at the time of termination, but this compensation shall neither comprise lost anticipated profit nor consequential damage.
- 10.4 In those cases of these *Terms and Conditions* in which the respective *group company* may terminate a *contract* providing for the delivery of *goods* as well as *services*, the respective *group company* may instead also terminate part of the *contract* concerning the *goods* or concerning the *services*, in which case the *contract* will remain valid with a view to the rest.

11. CONSEQUENCES OF TERMINATION

11.1 Upon termination of a *contract* for whatever reason:

- (a) the *Supplier* shall deliver to the respective *group company* all *goods* that were paid but not yet delivered without delay, and if *services* are cancelled, deliver all *supplies*, whether finished or not, and return all *group materials*. If the *Supplier* fails to do so, the respective *group company* may, without limitation of its other rights or legal remedies, enter the *Supplier's* company grounds and take the *goods*, the *supplies* and the *group materials*. Until their return or delivery, the *Supplier* shall be exclusively responsible for their safekeeping and shall not use them for another purpose than in connection with the respective *contract*;
- (b) the rights and legal remedies of the parties arising until termination shall remain unaffected, including the right to payment of damages concerning a violation of a *contract* that was in existence before or at the time of termination;
- (c) provisions that explicitly or implicitly take effect after its termination shall remain valid without limitations.

12. LEGAL REMEDIES

12.1 If the *Supplier* fails to deliver the *goods* or the *supplies* and/or to perform the *services* described in the respective *order* on the respective date(s), the respective *group company* shall have one or several of the following rights, without limitation of its other rights or legal remedies:

- (a) to terminate individual or all *contracts* with immediate effect by given written notice to the *Supplier*;
- (b) to refuse to accept a subsequent performance of *services* and/or delivery of *goods* or *supplies* attempted by the *Supplier*;
- (c) to be reimbursed by the *Supplier* for any and all costs incurred by the respective *group company* beyond the amount that would have been paid to the *Supplier* for the procurement of replacement *goods* or *supplies* and/or *services* by a third party;

(d) if the respective *group company* paid in advance for *services* not yet performed by the *Supplier* and/or for *goods* or *supplies* not delivered by the *Supplier*, to have these amounts reimbursed by the *Supplier*; and

(e) to claim damages for additional *disadvantages* suffered by the respective *group company* which are attributable to non-compliance with the delivery dates by the *Supplier* in any way.

12.2 If the *Supplier* has delivered *goods* or *supplies* that do not conform with the *contract*, the respective *group company* has, without limitation of its other rights or legal remedies, individual or several of the following rights, irrespectively of whether it accepted the *goods* or the *supplies* or not:

- (a) to reject the *goods* or the *supplies* (wholly or in part), irrespectively of whether the right of ownership has already passed or not, and to return these to the *Supplier* at his risk and expense;
- (b) to terminate individual or all *contracts* with immediate effect by means of a written notice to the *Supplier*;
- (c) to request the *Supplier* to repair or replace the rejected *goods* or *supplies* or to reimburse the full price for the rejected *goods* or respective *services* (if these were paid);
- (d) to refuse to accept a subsequent delivery of *goods* or *supplies* attempted by the *Supplier*;
- (e) to have reimbursed by the *Supplier* any and all expenses incurred by the respective *group company* for the procurement of replacement goods from a third party in addition to the amount that would have been paid to the *Supplier*; and
- (f) to claim damages for additional *disadvantages* suffered by the respective *group company*, which are attributable to the fact that the *Supplier* failed to deliver the *goods* and the *supplies* according to the *contract*.

12.3 The *Terms and Conditions* in hand also apply to any *services* performed as a substitute and/or repaired or replaced *goods* or *supplies* made available by the *Supplier*, and apply in addition to any and all other rights or legal remedies to which the *group company* is entitled at law, in equity, or otherwise (and do not impair them in any way).

13. NON-DISCLOSURE

The *Supplier* shall treat as strictly confidential all technical or commercial data, any know-how, any and all specifications, inventions, processes or initiatives that are of a confidential or financially sensitive nature and were disclosed to the *Supplier* by or on behalf of a *group company* or one of its agents, as well as all other confidential data concerning the business activity of a *group company* or its prices or products which the *Supplier* receives. The *Supplier* shall limit disclosure of this confidential material to those of his employees, agents or subcontractors who need to have these in order to fulfil the obligations of the *Supplier* vis-à-vis the *group company*, and shall make sure that these employees, agents or subcontractors are bound by the same non-disclosure obligations as the *Supplier*. This Section 13 shall continue to be valid after the *contract* has been terminated.

14. AVRAG

14.1 The contracting parties agree that the provisions of the AVRAG [*Austrian Work Contracts Law Adjustment Act*] shall not apply with a view to the arrangements provided by a *contract*.

14.2 The statements above notwithstanding, the *Supplier* shall, when the provisions of the AVRAG are applied, indemnify each *group company* without restrictions for any *disadvantages* suffered by a *group company* due to the transfer of employees of the *Supplier* or other third parties to a *group company* pursuant to AVRAG and/or the dismissal of employees of the *Supplier* or other third parties with respect to the AVRAG by a *group company*.

14.3 If employees of the *Supplier* or other third parties are deemed transferred to a *group company* according to the AVRAG or in any other way, the respective *group company* shall have the right to terminate their employment, and the *Supplier* shall fully indemnify each *group company* for all *disadvantages* that result from this termination.

15. NO PARTNERSHIP

The *Supplier* and each *group company* are parties that are independent from each other, and no provision of a *contract* establishes an association, a partnership, a joint venture, or an agency relationship between them.

16. ASSIGNMENT AND TRANSFER

Without the previous written consent of the *Group*, the *Supplier* is not authorised to assign any of his rights, to transfer them to subcontractors or to pass them on in any other way.

17. WAIVER

A waiver regarding the enforcement or a failure of a *group company* to enforce one of the provisions of a *contract* signed based on the provisions in hand at any point in time shall neither be construed or understood as a waiver of any rights of a *group company* according to *contract*, nor is this waiver or this failure to influence the validity of the complete contract or of parts of it or to affect the right of a *group company* to take subsequent legal steps.

18. SEVERABILITY CLAUSE

Should one of the provisions of the *Terms and Conditions* in hand (or part of a provision) be invalid or unenforceable, the validity and enforceability of the other provisions of the *Terms and Conditions* in hand shall remain unaffected thereof, and a valid and enforceable provision that comes as close as possible to the financial purpose of the invalid or unenforceable provision shall apply instead of the invalid or unenforceable provision.

19. APPLICABLE LAW

Each *contract* shall be governed by Austrian law, and herewith the parties irrevocably submit themselves to the exclusive jurisdiction of the courts having subject-matter jurisdiction for Eisenstadt.

20. OTHER RIGHTS AND LEGAL REMEDIES

No part of the *Terms and Conditions* in hand affects any explicit or implicit term or warranty or any right or legal remedy to which the *Group* is entitled concerning the *goods*, the *supplies* and the *services* under the law or on another basis.