

TERMS AND CONDITIONS FOR DEMATERIALIZED ELECTRONIC INVOICING BY PDF

These Terms and Conditions for Dematerialized Electronic invoicing by PDF are in addition to Lyreco's General or Specific Terms and Conditions of sale.

Lyreco reserves the right to add, to alter, and amend these Terms and Conditions for Dematerialized Electronic invoicing by PDF at any time without prior notice. Consequently, Recipient should consult these Terms and Conditions for Dematerialized Electronic invoicing by PDF.

1. OBJECT:

The Parties agree to establish among themselves a service (hereinafter "Service") of dematerialized electronic invoicing by PDF files in accordance with European Directive 2006/112, transposed into national law by article 62(1) LTVA.

The acceptance of these Terms and Conditions for Dematerialized Electronic invoicing by PDF embodies such express acceptance by the Recipient of the receipt of electronic invoices sent by the Issuer.

2. DEFINITION:

In this Terms and Conditions, the following words have the following meanings:

- "**LYRECO**" means Lyreco Luxemburg, 2 rue Jean Fischbach, 3372 Leudelange. Hereinafter called the "Issuer".
- "**Client**" means any legal entity who has accepted the Terms and Conditions for Dematerialized Electronic invoicing by PDF. Hereinafter referred to as the "Recipient"
- "**Parties**" means Issuer and the Recipient
- "**Electronic Invoice**" means invoices sent electronically in accordance with articles 232 and following of the European Directive 2006/112 deemed as an original for Tax Administration

3. PARTIES OBLIGATIONS:

3.1. ISSUER OBLIGATIONS:

ELECTRONIC INVOICING:

1. The Issuer commits to send its invoices to the Recipients electronically as an e-mail attachment in .pdf format.
2. The Issuer commits to send upon request a paper duplicate of the electronic invoice if requested by Recipient,

ELECTRONIC ARCHIVING SAFE:

The Issuer will provide the Recipient an electronic archiving safe accessible from an internet link and protected by a login / Password. Each new electronic PDF invoice will be archived automatically into this electronic safe. These invoices will be available for the duration of legal archiving requirements as per local laws.

3.2. RECIPIENT OBLIGATIONS:

1. The Recipient commits to send to the Issuer the list of valid email address for reception of electronic invoices.
2. The Recipient commits to promptly communicate any changes in personal data, including any change of email address and / or contact person of the electronic PDF invoices. In case of failure of the recipient, the Issuer will in no event be liable, nor the Recipient released of its obligation to pay the invoices.

4. VALIDITY OF ELECTRONIC PDF INVOICES:

The Parties agree to be legally bound by these Terms and Conditions for Dematerialized Electronic invoicing by PDF and expressly waive any right to challenge the validity of the electronic PDF invoices prepared and exchanged in accordance with the Terms and Conditions for Dematerialized Electronic invoicing by PDF and that the fact that these invoices were transmitted by email.

The electronic PDF invoices will then serve as original invoices.

5. DURATION:

These Terms and Conditions for Dematerialized Electronic invoicing by PDF will take effect the day after acceptance by the Recipient, for an indeterminate period.

The Recipient may terminate this agreement at any time by contacting Lyreco Customer Service Department.

From the termination of this Agreement, the Recipient will receive paper invoices. However, a delay of approximately one month is required to the issuer to implement the change in invoicing method.

6. BREACH OF THESE TERMS AND CONDITIONS:

In case of breach of these Terms and Conditions for Dematerialized Electronic invoicing by PDF, mainly for non payment of Signed Electronic invoices on time, each Party reserves the right to return to paper billing process, with immediate effect, without prior notice, without judicial measures, without prejudice to any damage which could be claimed from the other Party.

7. INTERRUPTION:

In the event of temporary or definitive interruption of the process of electronic transmission of invoices between the Parties, both Parties agree that the Issuer will return to the traditional invoicing method under paper format, without any form of compensation.

8. FORCE MAJEURE:

In the event either of the parties, by a cause of Force Majeure, suffers the inability to perform all or any part of its obligations, then the party suffering such disability shall be excused from such performance for as long as and to the extent to which such event causes such inability to perform. Consequently, no penalty will be applicable in such an event.

Force Majeure shall mean an occurrence beyond the control and without the fault or negligence of the party affected and which the said party is unable to prevent or provide against by the exercise of reasonable diligence including, but not limited to : acts of God, expropriation or confiscation of facilities, any form of Government intervention, war, hostilities, terrorist activity, local or national emergency, sabotage, riots, floods or unusually severe weather conditions which could not reasonably have been anticipated or remedied, fire, explosions or other catastrophes, national or districts strikes or any other concerted acts of workmen or other similar occurrences.

The party affected by any such events shall immediately notify the other party and indicate the expected duration of such interruption. The parties will use their respective best endeavours to mitigate the effect thereof in the best possible way.

9. CONFIDENTIALITY:

1. Unless requested by legal authorities, the Parties shall ensure that the Electronic PDF invoices remains confidential and will not be disclosed or transmitted to persons other than those authorized, including the application form and acceptance of receipt of electronic billing, or used for purposes other than those provided by the Parties.
2. The Parties undertake to respect the obligations imposed by law on the protection of personal data to which they are subjected in countries where they operate.

10. LIMITATION OF LIABILITY:

To the extent permitted by laws, Lyreco shall never be liable for any indirect, special, punitive, incidental, compensatory or consequential damages costs, expenses or other claims, foreseen or not foreseen, present or future, whether based on contract, statute, tort or any other legal or equitable theory, arisen out of a dysfunction or unavailability of the Service, including, but not limited to, financial loss, business interruption, loss of revenue or data.