

These general terms and conditions for business customers apply to your trading relationship with Viking unless you have an agreement, signed by Viking, covering the supply of such goods and/or services by Viking. If they apply, they are incorporated into each order you place. We may change these terms at any time but no changes will apply to orders you submitted before the change.

## 1. DEFINITIONS

“**Affiliate**” means in relation to a Party, any firm, company or other organisation which at any time directly or indirectly controls, is controlled by, or is under common control with, that Party, where “control” means the right to direct the management through ownership of 50% or more of the voting rights or any other ownership interest.

“**Business Day**” means Monday to Friday, other than public holidays in Ireland.

“**Charges**” means in relation to each Order, the Price for the Products and all delivery, installation and other costs not expressly included in the price.

“**Confidential Information**” means all information disclosed by one party to the other that a reasonable person would consider to be confidential. To avoid doubt, all our pricing that is not publicly available is confidential.

“**Order**” means any order for the supply of Products.

“**Price**” means the price payable for the Products quoted by Viking as at the date of the Order.

“**Products**” means the products available for purchase from us from time to time other than Specialist Services and Solutions.

“**Services**” means any services provided by us in connection with the supply of Products.

“**Specialist Services and Solutions**” mean specific services and solutions offered by us from time to time including, but not limited to, Viking Insurance, Viking Virtual Print House, Viking Personalisation, Managed Print Services and any other service or solution listed on Viking’s website.

“**Viking Country**” means the country in which we are legally incorporated.

“**we**”, “**us**” and “**our**” means the Viking Direct (Ireland) Limited a company incorporated in Ireland with company number 243136

“**Website**” means any website or interface we provide for the purposes of placing Orders.

“**you**” and “**your**” means the legal person (including legal entity) on whose behalf the order is placed.

## 2. SCOPE

2.1 **General:** These terms set out the basis on which we will sell Products to you. Your terms of purchase shall not apply to any Order or the relationship between you and us (irrespective of how and when they are communicated to us).

2.2 **Excluded products and services:** Our supply of Specialist Products and Services is governed by separate terms and conditions which are available at the time of purchase of such Specialist Products and Services and/or upon request.

## 3. ORDERS

3.1 **Website:** You must keep all logins and passwords used to access the Website confidential. All Orders submitted using logins will be considered to be your Orders and validly submitted.

3.2 **Acceptance of Orders** Your Orders are your offer to purchase the Products, and a contract to supply the Products will be formed when we accept your Order. Unless expressly agreed otherwise in writing, your Order will be accepted when we have issued a confirmation of your Order in writing.

3.3 **Out of stock Products** We will let you know at or shortly after the time of Order if any item is out of stock. You will have a choice of whether to wait for the Product to come back in stock, cancel the Order or submit a replacement Order for any alternatives.

3.4 **Separate contract** Each accepted Order shall create a separate contract between you and us for the Products covered by that Order, and will incorporate these terms. No additional terms will

apply to the Orders except where we expressly agree to them in writing.

3.5 **Order forecast:** Upon reasonable request, you will provide us with reasonable forecasts of the volumes of Products you expect to order over such period as we reasonably request.

3.6 **Suspension of Orders** If you or any of your Affiliates are in breach of any contract with Viking or its Affiliates, we may decline to accept any further Orders from you and we may suspend further performance of any existing Orders. This is in addition to any other rights and remedies we have.

3.7 **Cancelling Orders** You may not cancel an Order once we have accepted it without our consent. We may cancel Orders where we believe it is detrimental to our interests. If we cancel an Order, we will promptly inform you of this.

## 4. SALE AND PURCHASE

For each accepted Order, we agree to sell and deliver, and you agree to accept delivery of and pay for, the Products, in accordance with these terms.

## 5. DELIVERY ARRANGEMENTS

5.1 **Delivery period** We will use reasonable endeavours to deliver the Products to you by our estimated date for delivery or, if no date is provided, within a reasonable time. We shall be entitled to make delivery of the Products by instalments and to invoice you for each instalment dispatched.

5.2 **Receipt of Products** If we return the Products to our warehouse because nobody is available to receive the Products when our carrier arrives at the delivery address, we may charge an administration and handling fee for returning the Products to our warehouse and/or redelivery at another time.

5.3 **Unloading and risk** We will be responsible for unloading the Products from our delivery vehicle to a reasonable access point next to our vehicle and you will be responsible for the Products from then on. Except for any damage we cause, the Products will be at your risk as soon as the Products have been unloaded.

5.4 **Signing of delivery note** It is your responsibility to count the cases delivered, and, if requested, you must sign any delivery note presented by the driver to confirm the number of cases received.

5.5 **Unpacking and installation** You will be responsible for unpacking and installation of any Products. If we are to provide any installation services, these must be expressly agreed as part of an Order.

## 6. QUALITY AND RETURNS

6.1 **Warranty** We warrant that all Products delivered will: (a) be the make, model, and type specified in the Order; (b) materially comply with the quality, quantity, weight, measurements, description, and other specifications in the Order; (c) be free from material damage or defects in manufacture, materials and workmanship on delivery; and (d) include any manuals and documents that the manufacturer supplies with them. We warrant that any Services will be provided with reasonable care and skill. Your sole and exclusive remedy for our failure to comply with these warranties are the rights given to you in clauses 6.2 and 6.3.

6.2 **Picking errors** You should inspect the Products for picking errors on receipt and should notify us of any picking errors within 2 Business Day of receipt, otherwise we will be deemed to have delivered the correct Products in the correct quantity. If there are picking errors we will collect the incorrect Products (at our cost) and use reasonable efforts to promptly dispatch the correct Products (at our cost).

6.3 **Inspection and rejection** You should inspect the Products for

- quality following delivery and, other than picking errors covered by Clause 6.2, you have 30 days from delivery to reject the Products for not complying with the warranty in clause 6.1. If you do not reject the Products within 30 days from delivery, you will be deemed to have accepted them. If you wish to reject the Products, then you should let us know as soon as you discover the non-conformity (and in any event within 30 days from delivery), give us reasonable details of the reason, and let us collect and inspect the Products. If you have a valid claim, we will collect the Products (at our cost) and give you a refund for those Products or offer you a replacement. We are not responsible for any issues identified or which arise after 30 days of delivery and any such issues must be addressed directly with the manufacturer under any manufacturer's end user warranties and guarantees.
- 6.4 **Manufacturer guarantees** All Products will be supplied with the benefit of any manufacturer's end-user warranties and guarantees which come with the Product to the extent that we are permitted to transfer them to you.
- 6.5 **Exclusion of implied terms** All implied warranties, terms and conditions in connection with the Products and Services (including, but not limited to, as to the quality, fitness for purpose, compliance with description or sample) are hereby excluded.
- 6.6 **Compliance with Product instructions** You and anybody using the Products on your behalf shall comply at all times with the written instructions and all written guidelines (including manufacturer's instructions) issued from time to time and attached to the Products concerning their storage and use. We shall not be liable for any loss or damage caused by failure or negligence in following instructions for use of the Products.
- 6.7 **Returns** In addition to your rights to return the Products in accordance with clauses 6.2 and 6.3, you may request that we arrange for the collection of any Product (other than Non-Returnable Products) provided all packaging is intact and the Products is in a resalable condition; within 30 days from delivery. If we accept your request (which is at our discretion), you will be responsible for paying our standard administration charge for collections. "Non-Returnable Products" means postage stamps, toiletries, certain furniture items, any Products that include food or perishable items, any items that are customised to your requirements or needs, and any other items as confirmed by us from time to time. If you return any Products to us where the packaging is not intact, the Product is not in a resalable condition and/or you return a Non-Returnable Product, you shall not be entitled to a refund and you will be responsible for paying our disposal charges.
- 7. CUSTOMER INDIVIDUAL PRODUCTS.**
- 7.1 **Customer Individual Products.** This clause applies to all products we purchase, manufacture, stock and/or print specifically for you and/or your Affiliates. ("**Customer Individual Products**")
- 7.2 **Our Obligations.** We shall use reasonable endeavours to stock, manage, warehouse and/or distribute all Customer Individual Products as agreed by the parties from time to time.
- 7.3 **Customer Obligations.** The volume of Customer Individual Products held by us shall be reviewed by the parties frequently and you shall provide regular forecasts of your Customer Individual Products requirements. If requested to do so, you will promptly provide email approval for re-ordering of any Customer Individual Products.
- 7.4 **Excess Products.** If at any time: (a) you do not place an order for a particular Customer Individual Product during 3 consecutive months; (b) you notify us in writing that a particular Customer Individual Product is no longer current or has been superseded by another Product; and/or (c) we hold more than 3 months consumption of a particular type of Customer Individual Product (based on average consumption over the preceding 6 months), (in each case "**Excess Products**"), we shall be entitled to request that you promptly instruct us to do one of the following in respect of the Excess Products:  
(i) deliver the Excess Products to an address in the ; and/or  
(ii) dispose of the Excess Products
- 7.5 **Customers Instructions.** You shall instruct us to undertake one of the actions in clause 7.4 (i) and/or 7.4 (ii) within 10 Business Days of the request from us. If you do not provide such instructions within 10 Business Days, we shall be entitled to dispose of the Excess Products. You shall reimburse us for any additional reasonably and properly incurred expenses in connection with clause 7.4 and this clause 7.5.
- 7.6 **Price for Excess Products.** You shall pay for all Excess Products at the full price payable for Customer Individual Products.
- 7.7 **Ending the Supplies.** We shall be entitled to cease providing all or part of the Customer Individual Products immediately where you breach these terms and/or by giving you at least 30 days' notice. If we cease to provide all or part of the Customer Individual Products pursuant to the preceding sentence or we stop trading with you for any reason, any Customer Individual Products held, purchased or in the process of being manufactured by or on behalf of us shall constitute Excess Products and the provisions of clauses 7.5 to 7.6 (inclusive) shall apply.
- 8. INFORMATION PROVIDED BY THE PARTIES**
- 8.1 **Confidential Information** Each party shall: (a) protect the other party's Confidential Information using reasonable care and no greater level of care than it uses to protect its own Confidential Information; (b) limit access to the other party's Confidential Information to those persons that reasonably require access to such Confidential Information to exercise the receiving party's rights and/or to perform its obligations under an Order and/or these terms; and (c) not use the other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with an Order and/or these terms. This clause 8.1 does not prevent the disclosure of information to the extent required by law.
- 8.2 **Material supplied by you** To the extent that we provide any Products and/or Services to you using artwork, data, designs, specification or other material provided by you, you shall indemnify us against all liabilities, costs, expenses, damages and losses including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses suffered or incurred by us in connection with any claim made against us for actual or alleged infringement of a third party's intellectual property or other rights.
- 8.3 **Personal data** Data protection law places obligations on parties in respect of any personal data that is processed in connection with these terms. As controller of such data, we will treat any personal data we receive in accordance with terms of our privacy policy, which is available on our website, as updated from time to time.
- 9. CHARGES**
- 9.1 **Charges.** You must pay the Charges for the Products
- 9.2 **Delivery charges** We will not apply our delivery charge for Orders that include Products to the extent they qualify for our standard minimum order value. In other case, we will charge our standard delivery charge applicable at the time of Order.
- 9.3 **Other charges** Other charges may apply to Orders and to any Services. We will make you aware of any such charges before we accept your Order.
- 9.4 **VAT** The Charges are exclusive of value added tax and any other applicable sales tax, which you must pay as well at the same time as the Charges at the applicable rate.
- 9.5 **Prices** We shall be entitled to vary the Prices from time to time.
- 10. PAYMENT AND TITLE TO PRODUCTS**
- 10.1 **Invoicing** We may invoice you for the Charges and any VAT on

- dispatch of the Products.
- 10.2 **Payment period** All invoices are payable immediately. Subject to passing any credit checks we have in place from time to time, we will allow you an additional 30 days from the date of invoice for Viking to receive the payment in cleared funds. If you fail any credit checks or are late in paying any invoice, we may no longer allow you any additional time to pay and may require you payment in advance.
- 10.3 **Payment arrangement** You must pay all invoiced amounts in pounds sterling by electronic funds transfer to the bank account specified by us, without set-off, deduction, or withholding. Any questions about the amounts invoiced should be raised with us within 5 business days of the invoice date. You are not entitled to delay payment of, or make any deductions from, the invoiced amounts even if you have raised queries except to the extent we have issued a credit note against that invoice.
- 10.4 **Interest** We may charge you daily interest on overdue amounts at the maximum rate permitted by law, running from the due date to the date when Viking receives the payment in cleared funds.
- 10.5 **Title** Title to the Products will only pass to you when you have paid all amounts due under the relevant Order in full. Until that time, title remains with us but you may use the Products in your business as long as you do not resell them. You must also return the Products to us if we cancel the Order for any reason. If you do not, we and/or our agents shall be entitled to enter your premises to collect them (at your cost). Even though title has not passed, we may still claim the Price and other Charges for the Products.
11. **INTELLECTUAL PROPERTY**  
All copyrights, design rights, patents, trade marks and other intellectual property rights in the Products and Services will remain with and belong to us and our licensors.
12. **LIMITATION OF LIABILITY**
- 12.1 The following terms set out the liability of each party to the other (including liability under or for breach of these terms and liability for negligence in connection with these terms).
- 12.2 **Liability not excluded** Nothing in these terms excludes any liability for death or personal injury caused by negligence, fraud, any liability which may not be excluded by law, your liability to pay the Charges and/or your liability under clauses 7, 8.1 and/or 8.2.
- 12.3 **Loss or damage to property** Liability for loss or damage to property caused by our staff and sub-contractors shall be limited to €100,000 per incident or series of connected incidents. Liability for loss or damage to property caused by the Products shall be limited to €100,000 for all instances in one year.
- 12.4 **Order cap** Subject to clauses 12.2 and 12.3, each party's liability to the other in respect of any Order shall be limited to the amount of the Charges under that Order.
- 12.5 **Agreement cap** Subject to clauses 12.2 and 12.3, each party's liability to the other in respect of these terms (excluding individual Orders) shall be limited to €10,000.
- 12.6 **Excluded losses** Subject to clause 12.2, neither party shall be liable to the other for any loss of profit, revenue, production, business, goodwill or anticipated savings, or for any liability to third parties, or for any consequential, indirect or special loss.
13. **FORCE MAJEURE**  
We will not be liable to you if we are delayed in performing an obligation under an Order and/or these terms or are not able to perform an obligation an Order and/or these terms because of a matter which we cannot reasonably control, such as war, terrorism, riot or public demonstration, government acts, industrial action, fire, explosion, flood, adverse weather, pandemics, shortages, or anything of a similar nature affecting us, our carriers or our suppliers. In particular, if any such matter means we have insufficient stocks of the Products available to meet all our commitments with you and any others, then we shall be entitled to apportion the available stocks of such Products to such orders as we may decide. If delay or non-performance continues for more than 30 days, then we or you may cancel all Orders.
14. **GENERAL**
- 14.1 **Applicable laws and changes.** Each party shall comply with all laws applicable to these terms. We are entitled to change the products and services we have available from time to time as a result of any changes in law or for any other reasons at our sole discretion.
- 14.2 **Anti-Bribery Law.** Without prejudice to the generality of clause 14.2, the Parties shall, and shall ensure that any permitted sub-contractors shall, comply with all applicable law relating to anti-bribery and anti-corruption in the private and public sector (individually and together "**Anti-bribery Law**") and shall to the extent legally permitted to do so promptly report to the other any request or demand for undue financial or other advantage of any kind received by it in connection with performance of an Order or otherwise in connection with these terms. Each Party represents and warrants that it will not take any action that might cause the other to be in breach of any Anti-bribery Law.
- 14.3 **Sustainability** The Parties will carry out their respective activities in an environmentally and socially responsible manner, in accordance with their own environmental, safety and employment policies.
- 14.4 **Notices.** Notices to be given to us must be in writing and be delivered by hand, pre-paid first class post or overnight courier to our registered address with one copy marked for the attention of "The Sales Director", with an additional copy marked for the attention of "The Legal Team". Notices to be given to you must be in writing and may be delivered by hand, pre-paid first class post or overnight courier to your registered address, emailed to an email address used by you in connection with Orders or may be displayed on the Website. A notice shall be considered to be served: (a) if sent by hand, at the time of delivery; (b) if sent by first class post or overnight courier, on the second Business Day after the day of posting; (c) if sent by email, on receipt by the recipient mail server; and (d) if displayed on the Website, on the next Business Day after posting.
- 14.5 **Subcontractors.** We shall be entitled to use subcontractors to fulfil any of our obligations and shall remain responsible for such subcontractors as if they were us.
- 14.6 **Entire Agreement.** These terms, the applicable Order and any documents signed by the relevant parties constitute the entire agreement between the relevant parties. Any conflict between the terms of shall documents shall be determined in the following order of priority: (a) the Order to the extent it is expressly accepted by us; (b) these terms; and (c) any other document expressly agreed to by the parties.
- 14.7 **Transfer and Third parties** We may transfer all or part of our rights and/or obligations an Order to a third party. The Order incorporating these terms is not enforceable by a third party (other than any parties to whom we transfer any of our rights and obligations).
- 14.8 **Governing Law** The laws of Ireland apply to each Order and these terms and the Courts of Ireland have exclusive jurisdiction each Order and these terms