

# General Trade Rules

## 1. Scope

In graphics' industry the following General Trade Rules for delivery and payment are in force, if not otherwise stated and agreed as supplementum in a written document.

## 2. Offer Validation

Offers without any validation date are not fixed and are subject to change until a written confirmation is sent. Any offer made upon incorrect specifications and incomplete artworks supplied by requestor are handled as non-binding cost estimation and are marked as such.

## 3. Prices

The offered and confirmed prices are net prices, subject to any change or increase of prices on the raw material side, which may occur before the job is finished. The local legal taxes such as Mwst. or VAT are not included to stated prices.

## 4. Payment Conditions

The payment has to be settled net within 30 days following the issue date mentioned on the invoice, no discount to withdrawal. The printer is authorized to require payment guarantees after he's accepted a job. Are these guarantees rejected or outstanding, the printer is authorized to cease any further work on the project. In this case the already processed part of the job can be invoiced and the customer has to settle the payment without any delay.

If the job requires larger bound funds, for raw material, external work or if the job is ongoing over the time for two months, it is legal that the printer may ask for prepayment covering his expenditures. The amount and the date of payment of such an advanced payment has to be agreed and stated within the order confirmation. Raw material which has been ordered upon the customer's special request and has to be stored without any further use for three months will be invoiced inclusive the thereon related expenditures for storage and handling.

## 5. Deliveries

Firm stated deadlines are only valid subject to delivery of artworks, such as main artworks, lithos, text, or data carriers, final signed off documents and so on, to printer within before agreed deadline. The lead of a delivery is based on the date of reception of the customer's printing documents at the printer's side and the date when the printed matter is shipped from the factory. If the final signed off document is delayed to the previous agreed deadline the printer can not be forced to hold the before agreed and confirmed deadline for its delivery. Delivery deadlines which can not be held due to Force Majeure for which the printer was not at fault, gives no right to the customer to withdraw the job or to consider the printer in being responsible for any incurred damage. Such cases are as for example malfunction, due to stoppage or strike, lockout, current lack, lack of raw material supply as well as all cases of legal recognized Force Majeure.

## 6. Taking Delivery

After the printer stated the finishing of the product and in case the customer is not taking the delivery within reasonable time, the printer has the right to send the invoice and to store the goods in house or at an external storage for which the customer is held responsible to take over these full expenditures.

## 7. Sketches and Drafts

Provided works on sketches, drafts, originals and photographic works, will be invoiced as well if no printing job will follow up. The copyright related to these artworks depends on the legal statutory provisions.

## 8. Reproduction Right

The reproduction and print of such are made subject to the fact that the customer is in possession of all reproduction rights and licenses' for all artwork and documents as well as samples, files and the like he hands over to the printer.

## 9. Reproduction Documents, Tools

The by the printers made up reproduction documents (photos, films, files, data carriers, type setting, montages, plates and so on) as well as all related tools (die cutting units, stamping units and so on) remain property of the printer.

## 10. Additional Effort

All additional efforts such as processing of drafts and artwork, data processing and any changes after final signed off of the documents ready for printing and all effort upon customers request will be invoiced additional and separately stated as the like.

## 11. Author Corrections

Author corrections (subsequent changes of text, positions of illustrations, pagination and layout and the like) are not included to any in the offer stated prices, they are invoiced upon expenditures.

## 12. Industry-standard Tolerances

Deviations based on industry-standard tolerances are reserved in finishing and material, specially concerning accuracy of size and cut, allegiance to original of reproduction, tone value and quality of print support (paper, board and so on). If to the printer further industry-standard tolerances are imposed by third parties these apply also to the customer.

## 13. Under or Over Make

Tolerance of under or over make is up to +/- 10% of the ordered quantity, while special make of raw material the tolerance goes up to +/- 20%, they can not be rejected without otherwise written agreement. The physically delivered quantity will be finally invoiced.

## 14. Objurgation of Defect

The goods the printer delivers are subject of control at customer's side. Any complaint concerning quality, quantity must be made within the following eight days after reception, otherwise the delivery of acceptance occurs. If legitimate complaints occur there is a restitution of damage followed within a reasonable period. A liability over the total value as stated in the contract and more can not be claimed by the final consumer for any further alleged direct or indirect damages resulting from defects and is reserved to the mandatory of the product liability law of I.I.1994.

## 15. Material supplied by the Purchaser

All material procured by the purchaser, which require a suitability for processing has to be delivered DDP to the printers plant. The purchaser is liable for all damages which may arise from an unsuitability of this material (quality and quantity). This includes the storage of the material at the expense and risk of the client.

## 16. Shipping and Packaging

Provided that specified otherwise in quotation and order confirmation all delivery of the goods are meant in one shipment to one address in Switzerland, the packaging and forwarding costs are then included the stated prices. The transport is made according ASTAG-GU's lowest fare, any different types of transportation are invoiced to the customer upon expenditures. Pallets, containers and boxes are to be replaced or invoiced at their prime cost if they are not returned free house in good conditions within four weeks after receipt of consignment.

## 17. Liability

Drafts, data carriers, lithographs, originals, photographs, etc. handed over to the printer and other property brought into or stored printed matters are treated with the usual most care. For further Risks the buyer has to bear themselves.

## 18. Proofs

Proofs and scatter proofs have to be clearly checked by the purchaser for typesetting and all other mistakes and returned to the printer, clearly stating all found errors, ready to print document is to sign up with a binding signature of the purchaser. The printer can not hold liable for errors overlooked by the purchaser. Any amendment communicated by telephone requires an immediate written confirmation. If the delivery of a proof to check is not required by the customer, liability of the printer is restricted for typesetting and other errors to gross negligence.

## 19. Storage of print documents

A requirement for storage for lithos, films, data carriers, typesetting, proofs and tools is not due without any previous discussed written agreement. A possible storage when required is at the purchasers account and risk.

## 20. Place of fulfillment

Place of fulfillment for both parties is Reinach BL, Switzerland.

## 21. Jurisdiction

For the assessment of disputes, the ordinary courts in Reinach BL, Switzerland, are responsible, unless another agreement has been reached.

## 22. Recognition

The issue of a print job includes the recognition of the General Trade Rules by the purchaser.