

1. **Offers** Unlimited offers are always without obligation until the order is disconfirmed.
2. **Conclusion of contract** The order is deemed as an application for the conclusion of a contract. The contract shall be concluded through our written confirmation. The service by fax or e-mail is sufficient. Our order confirmation shall be deemed as approved to that extent as the buyer does not complain about this in writing within 2 workdays after receipt. Without such an order confirmation or a written contract we shall have no valid obligation to deliver a product or to provide a service.
3. **Prices** All prices are net, exclusive of VAT.
4. **Terms of payment, satisfaction modalities** The invoice amount must be paid within 30 days from invoice date pure net. Unjustified cash discount and other deductions will be charged subsequently. We are at liberty to also request payment guarantees after acceptance of the order. If these are omitted the further processing of the order can be suspended whereby the incurred costs are due and payable without delay. Upon request of the buyer purchased documents, cartons and other materials and tools, which are not used within three months, shall be invoiced accordingly. In case of default of payment we are entitled to suspend our services from the same order or from other orders without compensation and retain goods which have not been delivered and we have the right to require interests at high at the usual interest rate computed by the business banks, however at least by 5%. The other statutory rights of default remain reserved. Delivered goods shall be subject to reservation of title until the full payment. The offsetting of receivables of the buyer against our receivables under this contract is excluded.
5. **Delivery periods** The delivery dates confirmed with acceptance of the order are only valid if the necessary documents (Artwork, goods for execution, goods for printing etc.) have been received by us as agreed. We reserve the right to postpone this date at short notice before delivery through a letter of advice. The disregard of delivery's date will not allow the buyer not to observe the obligation towards us, to change or cancel the contract or assert claims for damages of any kinds – unless rough negligence of our side.
6. **Delivery conditions, satisfaction of the delivery obligation, benefit and risk, transport, insurance** Our delivery conditions are as a rule DDP (Incoterms 2000), and possible packaging is included in the price. Deviating delivery conditions must be agreed separately. Unloading in case of truck deliveries is only carried out at the ramp or at a central, easily accessible point. The additional costs for additional work requested by the buyer during unloading as well as express consignments shall be on his account. The max. Pallet height is 200 cm; deviations from this entitle us to charge the incurred additional work. Pallets, cover boards, etc. which are made available to the buyer are to be returned in a corresponding number and in a good and reusable conditions or to be sent back within four weeks carriage paid Ruppertswil/Schafisheim/ Oensingen; otherwise they shall be invoiced at the cost price.
7. **Release orders** Deliveries based on release order are to be agreed in writing. The goods must be purchased at least 6 months after the first delivery's confirmation. Goods which are not purchased after expiry of this period will be delivered and invoiced to the buyer. The incurred interest and storage costs shall be for the account of the buyer.
8. **Preliminary work** We reserve the right to charge our preliminary work (e.g. samples, models, sketches, blueprints, originals and photographic work), even if no order is placed.
9. **Reproduction right** The reproduction and the printing of all templates, samples, etc. which are made available to us shall be carried out under the condition that the buyer holds the corresponding reproduction rights and no property rights of third parties are infringed. The buyer shall indemnify us in case of conflicts with third party rights.
10. **Intellectual property** The packaging and displays developed by us, also samples and blueprints, are our intellectual property and may not be used otherwise without the express written consent. We expressly reserve all corresponding rights, including design, copyright and other property rights.
11. **Reproduction documents** The buyer shall make the necessary data available to us in a digital form on customary data carriers or by electronic transmission. The buyer shall be personally responsible for the consequences of insufficient data contents (resolution, colour definition, make-ups, etc) of his templates. These artworks will not be stored and not returned to the buyer. Non-digital templates will be digitalised according to the offer upon request, whereby resolution of the digital data record will be expressly recorded. We have no obligation whatsoever to examine the contents supplied by the buyer for their legal admissibility; however we reserve the right to reject contents, for which doubts exist about the lawful nature thereof. We only revise the designs and texts if this has been especially agreed and is remunerated. In this case the buyer shall bear the responsibility for defects to text, setting and/or design as soon as he has as proven declared his "good for print".
12. **Tools** Stamping and punching tools as well as clichés shall remain our property even if the buyer has paid these in whole or in part. We shall store the tool for two years after the last production. After expiry of this deadline we are at liberty to dispose of the tool to that extent as we do not receive any instructions before expiry of the deadline to continue to store this at the costs of the buyer.
13. **Material provided by the buyer** Material provided by the buyer shall be stored at his risk.
14. **Releases by the buyer** Artworks and execution templates are to be inspected by the buyer with regard to all essential and requested properties. The buyer shall sign the document as a sign of his consent and return these to us ("good for print", "good for execution").
15. **Customary tolerance for the industry** We shall inspect the delivery as far as normal before the shipment. Deviations in design and material which are customary for the industry, in particular with regard to cutting, punching and adhesion accuracy, correspondence of the reproduction with the original, tonal value and quality of the printing carriers (paper, carton, etc.) remain reserved. To that extent as tolerances are imposed upon us by components suppliers these shall also apply towards our buyers.
16. **Surplus or a shortfall in deliveries** Surplus or a shortfall in deliveries up to 10% of the ordered circulation cannot be complained about without a contrary agreement. The tolerance is 20% with ordered quantities of less than 1,000 units per format; the tolerance is 20% surplus delivery with an order of a minimum quantity or 20% shortfall in delivery with an order for a maximum quantity. Within these margins the buyer is obliged to accept the goods and to pay the confirmed unit price for the effectively delivered quantity.
17. **Report of defects, guarantees** Possible complaints (evident defects) must be reported by the buyer within 8 days after receipt by stating the type of the defects. Hidden defects are to be reported within three workdays from their discovery. Our corrugated cardboard products shall be inspected within the framework of the inspection catalogue of the "Verband Wellkarton Schweiz" (Swiss Corrugated Cardboard Association), which can be obtained from us upon request. This inspection catalogue makes a distinction between main defects (HF), which substantially reduce the usability of the packaging or make this useless for the intended purpose and secondary defects (NF), which only have little influence on the usability of the packaging for the intended purpose. In case of justified complaints this shall be rectified through subsequent improvement (HF), through the substitute delivery of impeccable goods up to the original order value (HF) or through a reasonable price reduction (HF, NF). The goods for which a complaint was made shall only be taken back if it concerns a main fault and the AQL value (Acceptable Quality Level) of 3.0 is exceeded which has to be confirmed by us in writing. We must be given the opportunity to inspect the goods for which a complaint was made at the buyer. The costs and expenses of unjustifiably asserted guarantee claims shall be borne by the buyer.
18. **Liability** A liability for indirect damages or follow-up damages from defects to the goods which goes beyond the value of the goods – such as production loss, missed profits, claims of third parties, etc. – is expressly excluded to that extent as permitted by law. Our liability towards the buyer for possible personal injuries and/or property damages owing to faulty goods is limited both in terms of amount as well as the scope of cover to the payments actually and respectively made by our insurance. All further liability for any damages which is derived from the non-satisfaction of our contractual obligations, is expressly excluded. The buyer shall ensure that the delivered goods are stored properly. Storage regulations which are handed over with the goods must be complied with. Improper storage by the buyer excludes all claims for damages. These liability regulations shall also apply for the benefit of the employees and legal representatives of our companies.
19. **Place of performance** The place of performance for deliveries, payments and all other obligations of the parties is Ruppertswil/Schafisheim/Oensingen, Switzerland.
20. **Applicable law and place of jurisdiction** Swiss substantive law shall apply under the exclusion of its regulations concerning conflicts of legal systems. The Convention of the United Nations concerning the international sale of goods of 11.4.1980 (so-called Viennese law on purchases) is expressly excluded. The place of jurisdiction for all disputes in connection with these General Business Terms is the location of our respective registered seat. However, we are also entitled to bring the matter before the court at the registered seat of the buyer.
21. **Acknowledgement of the General Terms & Conditions** To that extent as no other contrary contractual agreement exists the placing of the order includes the acknowledgment of the General Business Terms by the buyer. The buyer expressly waives asserting his own General Business Terms. The legal invalidity of individual provisions of these General Business Terms does not have an effect either on their applicability on the whole or the validity of the agreement, which refers thereto. The invalid provision shall be replaced by that admissible agreement which shall as far as possible satisfy the hypothetical intention of the parties and the intended commercial intention. An assignment of the contract or individual duties from this presumes the consent of the other party. In case of uncertainty, the german language version will be applied.

These „General Business Terms“ shall come into force on 1 May 2008 and replace the previous terms of delivery.