

General Terms & Conditions

1. **Scope**
The following delivery and payment terms apply unless other agreements have been made. The buyer's general terms and conditions shall not apply, even if we do not object to them when the contract is concluded.
2. **Offers**
Unlimited offers of a solely indicative nature are always without obligation until the order is confirmed. Offers that are made on the basis of inaccurate templates or incomplete manuscripts are merely indicative and must be designated as such. Otherwise, the validity period as shown on our quotation applies.
3. **Conclusion of a contract**
The buyer's request for a quote is deemed an application to conclude a contract. The contract is concluded with the buyer's order on the basis of our written quote, provided the buyer accepts the offer details and our General Terms & Conditions unconditionally in the order. The submission of the order shall be in documented form and not verbal.
In the case of indicative offers, the contract is concluded – again under acceptance of our General Terms & Conditions and offer details – by means of the order confirmation. In the event of any deviation, no valid obligation to deliver a product or to provide a service shall arise.
4. **Force majeure**
We reserve the right to withdraw from a contract already concluded if, as a result of force majeure, a significantly different starting position arises in the procurement of the means of production, manufacturing, storage, shipping or any other value creation steps. Any indemnification of the buyer is in any case limited to the negative contractual interest. Force majeure shall be understood to mean an external event that is caused by elementary forces of nature (e.g. fire after a lightning strike or epidemic/pandemic), by the actions of third parties (e.g. strike or acts of war) or explicitly by events relating to raw material procurement (e.g. unavailability of a raw material or unforeseeable and significant increases in purchase prices) which, according to human insight and experience, are unforeseeable, cannot be prevented or rendered harmless by economically acceptable means, even by exercising the utmost care to be reasonably expected in the circumstances, and which are not to be taken into account by us due to their frequency.
5. **Prices, additional work and author corrections**
All prices are net, exclusive of VAT. Additional expenditure caused by the buyer as a result of template and manuscript correction or data revision, as well as changes requested after the "good to print" that entail additional expenditure, will be charged separately and additionally. Author corrections (subsequent text changes, image rearrangements, pagination changes and similar) are not included in the quoted prices and will be charged additionally according to time spent.
6. **Terms of payment, fulfilment modalities**
The full invoice amount must be paid within 30 days from the date of the invoice. Unjustified cash discounts and other deductions will be charged retroactively. We are free to demand payment guarantees (e.g. a bank guarantee) even after order confirmation. If these are not provided, the further processing of the order can be suspended, whereby the incurred costs to this point shall be invoiced and payable. If orders require the commitment of large sums of money, either for materials and external work or because the order takes more than two months to process, we are entitled to demand advance payments to cover expenses. The amount of the advance payments and their due date shall be specified in the order confirmation.
In the case of defaults in payment, we are entitled to suspend our services relating to the same or other orders without compensation and retain goods which have not been delivered, and we have the right to demand default interest at the usual interest rate charged by the commercial banks on current accounts, however at least of 5%. The other statutory rights of default remain reserved. Delivered goods shall be subject to reservation of title until the full payment has been received. The offsetting of receivables of the buyer against our receivables under this contract is excluded. We further reserve the right to charge a reminder fee of CHF/EUR 30 (thirty).
Papers, cartons and other materials and tools purchased at the request of the buyer and that are not used within three months shall be invoiced to the buyer accordingly in all cases.
7. **Delivery periods**
The delivery dates confirmed with the acceptance of the order are only valid if the necessary documents (print data, images, manuscripts, data storage media, artwork, "good to print" and "good for execution", etc.) have been received by us as agreed. If the "good to print" or "good for execution" is not given by the buyer within the specified period, we are no longer bound by the agreed delivery period. Guaranteed production times, which constitute a significant part of the delivery periods, begin on the date of receipt of the documents to be printed at our company and end on the day on which the goods leave our production facility.
We reserve the right to postpone this date before delivery by means of a letter of advice if these deadlines are not adhered to. Such disregard of agreed delivery dates does not release the buyer from their obligations towards us, nor does it give them the right to change or cancel the contract or assert claims for damages of any kind – unless our disregard of the delivery date is due to wilful intent or gross negligence on our part. In particular, we do not accept any liability for delays in delivery from our raw material suppliers.
8. **Delivery conditions, satisfaction of the delivery obligation, benefit and risk, transport, insurance**
Our delivery conditions are generally DDP (in accordance with the applicable Incoterms) or at the lowest ASTAG-GU rate. Any packaging is included in the price unless otherwise agreed. Deviating delivery conditions must be agreed separately. Deviating types of forwarding will be invoiced to the buyer according to expenditure. In the case of delivery by heavy goods vehicle, unloading 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 at the buyer's own expense. Changes of delivery address at short notice, which are communicated two working days or fewer before the delivery date, can also be charged for. This applies both to any additional administrative work and to any higher costs incurred due to the geographical distance to the place of delivery. Postponements requested by the buyer at short notice that lead to the temporary storage of goods already produced by us can also be charged for. The standard pallet height is 200 cm; deviations from this entitle us to charge the incurred additional expenditure. Pallets, cover boards, etc. that are made available to the buyer are to be returned in the corresponding number and in a good and reusable condition in accordance with the EPAL (European Pallet Association) criteria, or are to be sent back within four weeks, carriage paid, to Rupperswil/Schafisheim/Oensingen/Reinach BL, Switzerland, otherwise they shall be invoiced at the cost price.
9. **Default of acceptance**
If the buyer does not accept the goods within the agreed period after being notified of completion, we are entitled to invoice the goods within a week and to take them into storage ourselves or to store them externally at the expense of the buyer.
10. **Release orders**
Deliveries based on release orders are to be agreed in writing. The goods must be purchased no later than six months (three months in the case of corrugated board due to a sharp decline in physical value) after the first confirmed delivery date, unless otherwise agreed. Goods that are not purchased after the expiry of this period will be delivered and invoiced to the buyer. The incurred interest and storage costs shall be at the expense of the buyer.
11. **Reproduction right**
The reproduction and printing of all templates, samples, etc. that are made available to us shall be carried out under the condition that the buyer holds the corresponding reproduction rights and no copyrights of third parties are infringed. The buyer shall indemnify us in case of conflicts with third party rights.
12. **Approval by the buyer**
Print and execution proofs supplied by us are to be inspected by the buyer with regard to all essential and requested properties. The buyer shall sign the documents as a sign of consent and return these to us (e.g. "good to print", "good for execution"). The buyer shall check galley proofs and press proofs for typesetting and other errors and return these to us in a declared ready-to-print state, signed by the buyer. We accept no liability for errors not identified by the buyer. Changes noted via telephone call require written confirmation. If the buyer does not request proofs, our liability for typesetting and other errors is limited to gross negligence.
13. **Intellectual property, sketches and blueprints**
The packaging and displays developed by us, as well as samples and blueprints, are our intellectual property and may not be used in any other way without our express written consent. We expressly reserve all corresponding rights, including design, copyright and other property rights. The copyright for these kinds of documents is governed by the legal stipulations.
14. **Reproduction documents**
The buyer shall make the necessary data available to us in a digital form on customary data storage media or by electronic transmission. The buyer shall be personally responsible for the consequences of insufficient data content (resolution, colour definition, distortion, etc.) in their templates. These print templates will not be stored or returned to the buyer. Non-digital templates will be digitalised upon request according to the offer, whereby the 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 if there are any doubts as to their lawful nature. We only revise the designs and texts if this has been explicitly agreed and is remunerated. In this case, the buyer shall bear the responsibility for defects with regard to text, typesetting and/or design as soon as they have submitted their "good to print" declaration.

15. **Storage of documents to be printed**

There is no obligation to store images, films, data storage media, records, proofs or tools without written agreement. Any storage is at the expense and risk of the buyer.

16. **Rights to tools and reproduction documents**

The reproduction documents created by us (photographs, films, data, data storage media, records, assemblies, printing plates/printing blocks, etc.) and embossing/cutting tools remain our property, even if the buyer has paid for these either in part or in full. 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 or use it for other purposes, provided we do not receive any instructions before expiry of the deadline to continue to store it at the expense of the buyer.

17. **Material provided by the buyer**

Material provided by the buyer is stored by us at the buyer's risk. Material purchased by the buyer that requires testing to verify its suitability for processing is to be shipped to us carriage free. The buyer is liable for all damages that may arise from any unsuitability of the material (quality, quantity). This also includes storage of the material at the expense and risk of the buyer.

18. **Customary tolerance for the industry**

We shall inspect the delivery as far as is customary before shipment. Deviations in design and material and that are customary for the industry in accordance with the guidelines of the European product-specific sector associations, 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. Where tolerances are imposed upon us by components suppliers, these shall also apply towards our buyers.

19. **Surplus or shortfall in deliveries**

Complaints regarding surpluses or shortfalls in deliveries of up to 10% of the ordered volume will not be accepted unless there is an agreement to the contrary. The quantity tolerance is +20% for minimum volume orders and $\pm 20\%$ for order volumes below 1,000 pieces per format. When ordering a maximum quantity, the quantity tolerance, as with a shortfall in delivery, is $\pm 20\%$. For special production of the material, there is a quantity tolerance of $\pm 20\%$. Within these margins, the buyer is obliged to accept the goods and to pay the confirmed unit price for the effectively delivered quantity. We have the right to insist on the acceptance of residual pallets. In the event of invoicing for the quantities outside an over-delivery tolerance, this quantity will be refunded with a credit note.

20. **Reporting defects, guarantees**

Any complaints regarding evident defects must be reported by the buyer in writing within five working days of receipt of the goods, stating the nature of the defects, otherwise the delivery shall be deemed accepted. Concealed defects are to be reported, also in writing, within three working days of their discovery. We adhere to the generally recognised rules of the technology and industry standards for all of our products.

Justified complaints shall be rectified through either return and substitute delivery of impeccable goods up to the original order value, rectification of the defect, or through a reasonable price reduction. We must be given the opportunity to inspect the goods regarding which a complaint was made by the buyer, or samples thereof, at the buyer's premises for clarification. Should the buyer decline our suggestions and ideas, e.g. due to reasons of cost, we shall not be liable for damages arising from declining these suggestions and ideas. Demands for credit below a goods value of CHF 25 shall not be accepted.

The costs and expenses of unjustifiably asserted guarantee claims shall be borne by the buyer. Any liability above the contract value for any further direct or indirect

damages due to defects is excluded, subject to mandatory legal provisions under the Swiss Product Liability Act.

21. **Liability**

Any liability for indirect damages or consequential damages resulting from defects to the goods – such as production loss, missed profits, claims of third parties, etc. – that exceeds the value of the goods is expressly excluded to the extent 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 derived from the non-satisfaction of our contractual obligations is excluded to the extent permitted by law. The buyer shall ensure that the delivered goods are stored properly. Any storage instructions provided with the goods must be adhered to. Improper storage by the buyer excludes all claims for damages. Manuscripts, data storage media, lithos, originals, photographs, etc. given to us, as well as stored printed materials or other items provided to us, will be treated with the customary level of care.

22. **Place of performance**

The place of performance for deliveries, payments and all other obligations of the parties is Rapperswil/Schafisheim/Oensingen/Reinach BL, Switzerland.

23. **Applicable law and place of jurisdiction**

Swiss material law applies exclusively. The Convention of the United Nations concerning the international sale of goods of 11 April 1980 (also referred to as the Vienna Sales Convention) is expressly excluded. The place of jurisdiction is the location of our relevant registered office, i.e. Rapperswil, Schafisheim, Oensingen or Reinach BL in Switzerland, or Hanau in Germany. However, we are also entitled to bring the matter before the court at the registered office of the buyer.

24. **Further regulations**

The legal invalidity of individual provisions of these General Terms & Conditions has no effect either on their applicability as a whole or the validity of the agreement they refer to. The invalid provision shall be replaced by an admissible agreement which shall, as far as possible, satisfy the hypothetical intention of the parties and the intended commercial purpose. An assignment of the contract or individual duties thereof requires the consent of the other party. In case of uncertainty, the German language version of the General Terms & Conditions will apply.

These General Terms & Conditions apply to all contracts concluded from 1 September 2021.

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