

General Terms and Conditions of Business

The following General Terms and Conditions of Business are customary (Ver-einigung Druck Schweiz, VDS, "Swiss Printers Association"); the customer must be informed of them at the time of quotation.

Quotations

Unless otherwise stated, the price computations in the quotations are based on complete documents and data suitable for processing, and binding content, version and dimensional information identified so as to preclude misunderstanding. Quotations that are made based on imprecise or unavailable documents always have the character of a non-binding, indicative price. For quotations of indeterminate period, price validity expires after 90 days.

Prices

Unless otherwise agreed, the quoted or confirmed prices are always net prices ex supplier, plus V.A.T. and shipping costs. They are understood to be subject to any increases in prices of materials or collective bargaining wage and salary increases that may occur before the completion of the project and whose pricing consequences are promptly communicated to the customer.

Projects for Third Parties

If the customer wishes to place the printing job for and on behalf of a third party or for the purpose of billing a third party, he continues to be a party to the contract with the printer and accordingly debtor with respect to payment, unless he identifies himself in writing at the time of concluding the contract as the empowered representative of the third party.

Payment Terms

Payment of the invoiced amount shall be made within 30 days after invoicing without discounting. The printer can also require guarantee of payment after accepting the order. If same is not forthcoming, processing of the job may be suspended, whereby the costs accrued shall be come immediately due and payable. If projects tie up larger financial resources, either for materials and external services or because completion of the project extends beyond two months, the printer is entitled to demand advance payments to cover his expenditures. The amount of the advance payment(s) and their due date(s) shall be laid down in the confirmation of order. Upon request of the customer, paper and boxes purchased that are not used within three months shall be invoiced by the printer while charging for the associated activities.

Delivery Terms

Firmly committed delivery terms apply only when the required documents (image and text templates/masters, lithographs, manuscripts or magnetic media, passed for press, etc.) are received by the printer as agreed. Agreed delivery periods commence on the day of receipt of the print-ready material by the printer and end on the day on which the printed material leaves the printers. If the material to be printed is not provided within the fixed period, the printer ceases to be bound by the agreed delivery period. Failure to meet the scheduled delivery date or failure to comply with the deadline for which the printer is not at fault (e.g. incidents, caused by work stoppage or strike, lockout, power failure, raw materials shortage, and any events of force majeure) shall not entitle the customer to withdraw from the contract of to invoke the liability of the printer for any damages incurred. In the event of missed deadline, the printer shall be liable for no more than the amount of the goods value and only if there is a written confirmation of delivery.

Default of Acceptance

If the customer does not take receipt of the goods within a reasonable time after being notified of readiness, the printer is entitled to invoice the goods and to take the goods in storage to store them elsewhere at the expense and risk of the customer.

Sketches, Drafts

Sketches, drafts, layout suggestions, originals and photographic work shall be billed, even if no corresponding printing order is placed.

Copyright

Copyright to creative and design performances is governed by the provisions of law. Alternative utilization requires the agreement of the printer.

Reproduction Right

Reproduction and printing of all image and text material, patterns and the like made available to the printer by the customer shall be undertaken under the condition and the assumption that the customer has the corresponding reproduction rights. This applies also to stored archive data and their re-use.

Reproduction Documents, Tools

The reproduction documents created by a printer (photographs, magnetic media, setting, layout, printing plates, etc.) and tools (cutting die, binder blocks, etc.) remain the printer's property.

Additional Cost, Author Corrections

Any additional costs vis-à-vis the quotation caused by the customer or his authorized agent (author corrections, subsequent changes and the like) shall be billed additionally. The printer can without prior notice separately bill for expenditures necessary for proper execution of the work. This applies prima-

ry to defective or missing material or material that is poorly suited for reproduction.

Customary Tolerances

Customary or usual deviations in execution and material, particularly with respect to cut precision, the reproduction's fidelity to the original, tonal value or orthochromaticity, and quality of the printed surface (paper, card, etc.) are reserved. Insofar as the printer is subject to supplier tolerances, these apply also vis-à-vis the printer's customers.

Over or Undershhipment

Over or under-shipment up to 10% of the quantity ordered—in the case of extra production of material up to 20%—shall not be cause for complaint unless otherwise agreed. The effectively delivered quantity will be invoiced.

Complaints, Notification of Defect

The work delivered by the printer shall be inspected upon receipt. Any complaints with respect to quality and quantity must be made within 8 days after receipt; otherwise the delivery shall be deemed accepted. In the case of justified complaint, reparations shall be made within a reasonable period.

Material Supplied by the Customer

Material provided by the customer that should have a required suitability for processing, shall be supplied to the printer at no cost. The customer is liable for any damage that may arise due to any unsuitability of the material (quality, quantity). Included here is also the storage of the material at the expense and risk of the customer.

Call-off Orders

The additional costs accrued with employment of the warehouse and interest on the capital (work, material) tied up in the order in the case of call-off orders shall be borne by the customer.

Deliveries, Packing

Delivery of the goods involves billing of the transport costs incurred. Pallets, containers, and boxes shall be exchanged or invoiced at cost if they are returned within four weeks after receipt of the shipment and in good condition, prepaid.

Limitation of Liability

Liability for defective and incompletely delivered materials and for loss of data from files delivered and from files requiring further processing will not be accepted by the printer. The printer's liability is limited to errors caused by him that can be attributed to gross negligence. Liability beyond the value of the order for any additional direct or indirect damages asserted due to deficiencies, subject to the compelling provisions of the Product Liability Act of January 1, 1994 vis-à-vis the end user, are waived.

Inspection and Testing Documents

The customer agrees to inspect the inspection and testing documents (proof prints, proofs, copies, files and the like) for errors prior to final production of the order and to return them with any good-to-print and any correction instructions within the agreed period. The printer is not liable for errors missed by the customer and for work and corrections done by him. If, according to the agreement, provision of inspection and test documents is waived or if the customer calls the order without these direct films, files or prints, then the customer bears all risk. Corrections and changes given by telephone must be confirmed in writing by the customer within 24 hours; otherwise no legal consequences shall arise.

Safe-keeping of Work Materials and Files

No obligation for safe-keeping of work materials (masters, negatives, photolithos, utility films, color extractions, setting, files and tools), unless agreed in writing. Any recording of the final data for backing up the order shall be deleted 10 days after delivery. Any further safe-keeping shall be separately agreed and shall be done at the expense and risk of the customer; risks of acceptable subsequent readiness particularly due to changed processing techniques are reserved. The costs for archiving, re-processing, formatting and output associated with agreed safe-keeping shall be billed additionally. The files and masters (originals, photographs, lithos and the like) provided to the printer shall be treated with customary care. Any additional risks shall be borne or indemnified by the customer, unless specifically agreed in writing.

Place of Performance, Jurisdiction

The place of performance for both parties is the place of printing. The ordinary courts of the place of printing shall be competent for adjudication of disputes, insofar as no other agreement is reached. Swiss law shall be applied.

Acknowledgement

Placement of the printing order shall be interpreted as acknowledgement by the customer of these General Terms and Conditions of Business.

Graphische Anstalt J. E. Wolfensberger AG
8903 Birmensdorf, 2007

Graphische Anstalt J. E. WOLFENSBERGER AG