

## **General Terms and Conditions of Business of PAGO AG**

### **Printed matter**

#### **1. Applicability**

These General Terms and Conditions of Business (GTCB) of Pago AG apply to deliveries of printed matter.

The GTCB of Pago AG are binding if reference is made to them in the offer and/or in the order confirmation. Different conditions of the client shall be valid only insofar as Pago AG has expressly agreed to them in writing.

#### **2. Content of the print/consultancy contract**

Pago AG gives an undertaking to perform the order placed with it (production of printed matter, consultancy etc.) and the client undertakes to pay all the costs incurred. These include the costs of production of films or data processing, which will be shown separately. However, there is no obligation on the part of Pago AG to hand over these films, this data, these working documents and tools unless this is expressly agreed.

Pago AG undertakes to develop customized solutions in cooperation with the client and the client undertakes to pay the consultancy and material costs incurred.

The models and solutions developed with the client remain the property of Pago AG.

#### **3. Prices**

Unless agreed otherwise, the prices offered or confirmed are understood as being net, excluding value added tax, excluding packaging and without any deductions.

Pago AG reserves the right to adjust prices in the event of any changes in the rates of pay or prices of materials between the date of the offer and delivery. Prices can also be adjusted if the documents supplied by the client did not correspond to the actual conditions or were incomplete. The right is likewise reserved to adjust prices for additional costs, caused either directly or indirectly by the client (such as changes to masters, additional editing of data carriers or text/image data as well as for incorrect or missing documents, or for documents which are poorly suited for the purpose of reproduction).

#### **4. Terms of payment**

Payment of the invoiced amount must be made within 30 days of issue of the invoice, in Swiss Francs without any deduction. Thereafter the client shall be deemed to be in arrears even without a special reminder. If the client does not meet this payment date, he must pay interest on arrears at the rate of 6% p.a. from the agreed due date for payment, without the need for any reminders.

#### **5. Copyright**

Copyright and the right to reproduce own designs, originals and so forth remain vested in Pago AG, for the case that no written agreement is made. Clean drawings, films, clichés and printing blocks remain the property of Pago AG even if the costs of making them have been billed to the client.

The client shall indemnify Pago AG against any claims of third parties in respect of copyright which may result from the processing of his masters. This provision shall likewise apply as appropriate to other intellectual property rights and claims.

#### **6. Delivery lead-times and compliance with delivery lead-times and delivery dates**

Firmly assured delivery dates and delivery lead-times shall only apply if they have been expressly agreed as such and on condition that the necessary documentation (image and text masters, films, manuscripts or data, approval for printing etc.) is received at Pago AG by the agreed date.

Agreed delivery lead-times commence on the date of receipt of the complete and error-free print documentation at Pago AG, as well as any official approvals required, and shall end on the date on which the printed matter leaves Pago AG. If approval for printing is not given 5 working days before the delivery lead-time stated in the order confirmation, Pago AG shall no longer be bound by the agreed delivery lead-time.

Pago AG shall use its best endeavours to respect the notified delivery lead-times and delivery dates. If Pago AG is unable for technical reasons to meet the delivery lead-times and delivery dates, Pago shall be entitled to make part-deliveries. In that case, Pago AG shall deliver the remainder within 5 working days of the notified delivery date or the expiry of the delivery lead-time.

Overruns of the delivery date or failure to adhere to the delivery lead-time for which Pago AG is not at fault (e.g. technical faults, power cuts, shortages of raw materials, business interruptions caused by work stoppages or strike, lockout, as well as all Acts of God) shall not entitle the client to withdraw from the contract nor make Pago AG liable for any losses incurred.

In the event of any overruns on delivery dates and delivery lead-times, Pago AG shall be liable at the maximum up to the amount of the value of the goods and only if written confirmation of the date or of delivery has been given. If part-deliveries are made on the delivery date or within the delivery lead-time, all liability on the part of Pago AG shall lapse.

#### **7. Conditions of supply**

Printed matter (in particular labels) is delivered CPT (Incoterms® 2010); carriage-paid to the destination.

#### **8. Surplus or short delivery**

Unless agreed otherwise, no complaints can be made in respect of surplus or short deliveries up to 10% of the ordered quantity. The client will be billed for the actual quantity supplied.

#### **9. Warranty, liability for defects**

The warranty period is 12 months and commences on despatch of the deliveries ex-works, insofar as no restrictions are applied to this warranty period in the clauses below. A reservation is made for standard and process-related deviations in execution and materials, in particular to cutting precision, closeness to the original on the part of the reproduction, tonal value and quality of the print carriers (paper, cardboard etc.).

#### **10. Complaints**

On receipt, the client must inspect the printed matter supplied by Pago AG. Any complaints relating to quality and quantity must be submitted in writing no later than within 8 days after receipt, failing which the consignment is deemed to have been accepted. Labels to which a complaint refers may not be destroyed until the complaint has been fully dealt with (storage by the client or return to Pago AG).

#### **11. Limitations of liability**

The manuscripts, data, films, originals, photographs etc. handed over to Pago AG, as well as print materials stored or other items supplied, will be treated with the habitual due care. In the absence of any written agreement, the client must insure himself against further risks or meet the costs thereof. Any warranty or liability over and beyond the value of the order, including in particular for direct or indirect losses arising from defects, is excluded.

#### **12. Limitations of liability in respect of electronic data and data acceptance**

Pago AG accepts no responsibility whatsoever for data supplied by the client that is incorrect or incomplete. Any liability is also rejected if data supplied cannot be processed or used in standard form and this has a detrimental effect on the quality of the printed product. Pago AG accepts no liability for the loss of data from data files that have been supplied for further processing. Pago AG's liability is limited to the errors caused by it and which are attributable to gross negligence.

#### **13. Limitation of liability in general**

All cases of breaches of contract and the legal consequences thereof as well as all claims of the client are regulated with binding effect by these terms and conditions. In particular, all claims to damages, reduction, cancellation of the contract or withdrawal from the contract are excluded unless these are expressly stated. On no account does the client have any claims to reimbursement of losses that have not been incurred on the object of the delivery itself, such as in particular lost production, loss of use, lost orders, lost profits as well as other indirect or direct losses. This liability exclusion does not apply to unlawful intent or gross negligence on the part of Pago AG. Moreover, this liability exclusion does not apply insofar as it contradicts statutory law such as the law on product liability.

#### **14. Retention of title and assignment**

The goods remain the property of Pago AG until full and final payment is received. Where the goods are mixed or processed with other goods, Pago AG is granted co-ownership of the new product. In the event of onward sale of the goods the client must expressly reserve the continuing co-ownership of Pago AG and insist on payment of the purchase price to Pago AG. In the event of further sale on credit, the client assigns his purchase price claim against the third party to Pago AG to the extent of the unpaid purchase price. Pago AG can inform the debtor to

this effect at any time, with the client being under an obligation to inform Pago AG of the debtor's name. Pago AG must be immediately informed of any measures, which might jeopardise the retention of title; the attention of the third party must also be drawn to the retention of title.

#### **15. Invalidity clause**

Should any one of the conditions of these GTCB prove to be invalid either in whole or in part then the parties to the contract shall replace this provision with a new agreement that most closely reflects the legal and financial outcome.

#### **16. Acknowledgement**

The placing of an order constitutes acknowledgement of these General Terms and Conditions of Business by the client. In the event of any differences between the various language versions of the GTCB, the German version shall be definitive for the purpose of interpretation.

#### **17. Applicable Law - Jurisdiction**

**Swiss law applies to the contractual relationship, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods dated 11.4.1980. Jurisdiction for PAGO AG and the client is at the registered offices of PAGO AG. However, PAGO AG is entitled to also file legal proceedings against the client at the client's registered offices.**

Pago AG

Grabs, February 2017