

STANDARD TERMS AND CONDITIONS OF PEYER GRAPHIC AG, LENGNAU

1. SCOPE

The business relations between Peyer Graphic AG („supplier“) and the customer take place exclusively on the basis of these Standard Terms and Conditions (STC). These STC are binding, if it is stated in the offer and the confirmation of the offer that they will be applicable. Any regulations deviating from these conditions, especially those in the customer's Standard Terms and Conditions or any agreements made orally or on the phone, will only be applicable provided they were accepted by the supplier expressly and in written form. All other agreements between the parties and the supplier's declarations relevant in law must be in writing in order to be effective.

2. CONCLUSION OF A CONTRACT

The contract between the supplier and the customer will be concluded either by the customer's acceptance of the supplier's offer or by receipt of the supplier's confirmation of order through the customer.

All tender documents such as drawings, illustrations, colour patterns, weights and measures indicated are only binding to the extent they were agreed upon expressly and in written form by the supplier and the customer.

Oral or telephone information, confirmations, descriptions by the supplier as well as the supplier's brochures do not represent any promise or guarantee commitment of the supplier. They are only binding for the supplier if they are declared to be binding expressly and in writing. Vague clauses in the customer's order, such as „as before“ or similar statements will never refer to the price of the goods; the price is fixed in each case according to the expressive and written agreement between the supplier and the customer.

3. DELIVERY, DISPATCH AND PASSING OF RISK

The delivery or partial delivery of the subject matter of the contract by the supplier is carried out in each case ex works or ex store (“place of origin“) to the delivery address specified by the customer. Utility and risk will pass to the customer even in case of prepaid delivery at the latest with the handing over of the goods to the forwarding agent or with the dispatch of the goods from the place of origin to the delivery address specified by the customer, depending on what will happen first. The customer himself will have to provide for an adequate transport insurance and will have to address only the insurance company or the forwarding agent in case of any claim or loss.

The date of delivery agreed upon is kept with the provisioning of the object of contract by the supplier at the place of origin and is only binding for the supplier if the parties agreed upon a commercial fixed-date purchase expressly and in writing and the customer can prove that he fulfilled his contractual duties especially the down payments agreed upon. If the non-compliance with the date of delivery in case of a commercial fixed-date purchase agreed upon is due to act of God or any other hindrances that the supplier is not responsible for, the time of delivery will be extended respectively, without the customer having any claims arising towards the supplier. Furthermore the supplier reserves delays, especially caused by interruptions in the production process, late third-party deliveries or any other reasons.

4. PRICES AND CONDITIONS OF PAYMENT

The prices agreed upon are to be understood ex factory, net, without deductions, without incidental expenses such as assembly, fees, expenses, customs duties, taxes or premiums, and exclusive VAT. The supplier is authorized to pass on any duties and expenses paid, especially taxes, customs duties, fees, premiums and the like to the customer without prior notice. Any changes in prices as well as the changing of the freight, customs duty or tax rates or of the insurance premiums are reserved and can be shifted to the customer.

Payments are due 30 days after date of invoice.

The subject matter of the contract remains the property of the supplier until the invoice is completely settled. The customer may not pledge, transfer ownership of the subject matter of the contract or assign rights to third parties concerning the subject matter of the contract until the invoice is completely settled. The customer authorizes the supplier to make an entry of the reservation of proprietary rights at the customer's cost at the reservation of proprietary rights register.

5. WARRANTY

5.1 General conditions of warranty

The supplier warrants that the subject matter of the contract does not have any significant material or fabrication faults and will essentially work according to the applicable specifications in case of ordinary use and regular carrying out of the recommended maintenance.

The customer will have to inspect the subject matter of the contract right after having received it and is held to lodge a possible complaint in detail within 8 days after receipt in writing. The warranty period amounts to six months, beginning with the receipt of the subject matter of the contract at the customer's.

The customers will have to inform the supplier without delay about all potential or detected faults of the subject matter of contract or any connected risks, including those which occurred at the customer's customers.

With the reservation that the subject matter of the contract was inspected in time and a complaint was lodged, the supplier has got the right of a reasonable extension of the original term to rectify the faults or to supply a substitute delivery in case of any defects the supplier is responsible for. Any right to cancel the contract or reduce the purchase price is excluded – in particular any contractual and non-contractual claims for damages of the customer are excluded according to cypher 7 of these STCs.

The supplier will give no warranty for any faults resulting from the use, processing or storing of the subject matter of the contract. If the subject matter of the contract was already processed or worked on, any correction of faults by the supplier is excluded.

5.2 Special warranty provisions

5.2.1 Special provisions for stamping foils

As far as the supplier supports the customer with recommendations in choosing stamping foils, these recommendations are only non-committal pieces of advice in view of the great variety of the materials to be stamped and their different composition. The customer himself is responsible for testing in a suitable way their suitability for the purpose he has in mind before using the stamping foils.

5.2.2 Special provisions for machines

The supplier will only give warranty for brand-new machines and only within the scope of the warranty given by the respective subcontractors.

The supplier will only guarantee the good working of machines under the condition that the machines were assembled by persons who were charged by the supplier to do so or who have got a written authorization by the supplier. The warranty will be terminated by implication if persons who the supplier did not charge with the job or who have not got a written authorization by the supplier will do assembly work at the machine, change it or repair it. The warranty of the supplier is excluded for defects the customer is responsible for, especially defects caused by normal wear, negligence, insufficient lubrication, excessive stress or improper handling.

5.2.3 Special regulations for paper deliveries

In case of deliveries of paper the deviations respectively tolerances usual in the trade will apply concerning quantity, weight and size. Such deviations do not represent any faults and do not entitle the customer to raise warranty claims.

6. SPECIAL REGULATIONS FOR ASSEMBLY

Before the start of the assembly the customer will provide at his own costs and on his own responsibility the resources and support people, and carries out the preparatory work and adaptations necessary before, during and after the assembly, especially feeding pipes and drainage pipes. This will also apply if delivery „including assembly“ was agreed upon.

The customer will reimburse the supplier for sending their engineers and mechanics. This reimbursement includes the travel expenses of the engineers and mechanics, especially the reimbursement of tickets, food and accommodation as well as working hours which are invoiced at the supplier's applicable conditions.

7. LIABILITY

The supplier will only be liable to the customer as far as gross negligence or intention of the supplier can be proved. Not included in this limitation is the liability for culpably caused injuries to persons. As far as legally permissible the supplier excludes liability for auxiliary staff, indirect or consequential loss such as lost profits, third-party claims or any other economic loss of the customer in its entire scope.

8. INTELLECTUAL PROPERTY

The supplier is entitled to the complete intellectual property (in particular copy right, patent, trademark and design rights) especially in case of a construction or development order and the use of all respective construction and development results if no other written agreement was made.

9. APPLICABLE LAW AND PLACE OF JURISDICTION

These Standard Terms and Conditions are subject to Swiss Law excluding the agreement of the United Nations concerning contracts dealing with international commodity trade dated 11th April 1980 (Wiener Kaufrecht – United Nations Convention on Contracts for the International Sale of Goods).

Exclusive place of jurisdiction is 5426 Lengnau. 07/07