

## General Terms and Conditions of Sale and Delivery

of 4Plate by Pro Gravur AG, Lagerhausweg 34, 3018 Bern

Version dated February 12, 2026

### **A Scope**

- 1 These General Terms and Conditions of Sale and Delivery (hereinafter referred to as "GTC") apply in their latest version to all business relationships between 4Plate by Pro Gravur AG (hereinafter referred to as "Pro Gravur") and its customers if they are declared applicable in the offer or order confirmation.
- 2 These GTC apply exclusively. Deviating, conflicting, or supplementary terms and conditions of the customer shall only become part of the contract if and to the extent that Pro Gravur has expressly agreed to them in writing. This requirement of consent applies in all cases, in particular even if Pro Gravur carries out deliveries without reservation in knowledge of the customer's terms and conditions.
- 3 Individual agreements made with the customer in specific cases (including side-agreements, supplements, and amendments) shall take precedence over these GTC.

### **B Offer/Conclusion of contract**

- 1 Offers made by Pro Gravur are subject to change and non-binding unless Pro Gravur has expressly declared them to be binding in writing. Declarations of acceptance and orders placed by the customer are considered binding contractual offers. Pro Gravur is entitled to accept this offer within twenty working days of its receipt. Acceptance can be declared either by written order confirmation or by delivery or performance to the customer.
- 2 If developments, technical services, or other advance services are necessary for the preparation of an offer, these may be invoiced to the customer.

### **C Prices**

- 1 All prices are net, ex works from Pro Gravur or the supplier (EXW according to INCOTERMS 2020), without any deductions. All ancillary costs, e.g., for taxes (including value-added tax), freight, insurance, export, transit, import, and other permits shall be borne by the customer.

- 2 Prices are based on the specifications provided by the customer. In the event of changes to the specifications, Pro Gravur reserves the right to adjust prices.
- 3 Prices based on inaccurate or incomplete specifications are considered guide prices and are non-binding. They are determined according to the value of the work performed by Pro Gravur and the expenses incurred.
- 4 All prices are subject to exceptional circumstances that were unforeseeable or excluded according to the conditions assumed by both parties and which prevent or seriously hinder the performance of the contract.

#### **D Terms of payment**

- 1 Payment of the invoice amount must be made within 30 days of the invoice date without any deductions (discounts, expenses, taxes, duties, fees, customs duties, and the like), unless otherwise agreed in writing.
- 2 Upon expiry of the agreed payment dates, the customer shall be in default of payment without a reminder. The date of receipt in Pro Gravur's account shall be decisive for the timeliness of the payment. During the period of default, interest shall be charged on the invoice amount at the applicable statutory default interest rate. Pro Gravur reserves the right to claim further damages.
- 3 If orders require the commitment of large sums of money, e.g. for materials and external work, or because the order fulfillment takes more than two months, Pro Gravur is entitled to demand advance payments to cover its expenses. The amount of the advance payments and their due date are specified in the order confirmation.

#### **E Scope and delivery dates**

- 1 Pro Gravur's deliveries and services are listed conclusively in the order confirmation or the binding offer, including attachments or documents referred to (e.g., product specifications, technical standards). Additions, changes, and side-agreements are only binding with the written confirmation of Pro Gravur.
- 2 Delivery/service times specified by Pro Gravur are generally non-binding unless Pro Gravur has expressly confirmed them as "binding" in writing in the order confirmation.
- 3 If the customer's cooperation is delayed, in particular the receipt of all documents to be supplied by the customer (images, text templates, lithographs, manuscripts, data carriers, approval for performance, etc.), necessary approvals or releases, or compliance with the agreed terms of payment or other obligations of the customer, a

specified or agreed delivery period shall be extended or a specified or agreed delivery date shall be postponed by the duration of the delay.

- 4 If a binding delivery date is exceeded or a binding delivery period is not met for reasons for which Pro Gravur is not at fault, the customer shall not be entitled to withdraw from the contract or to claim compensation from Pro Gravur for any damage incurred.
- 5 Pro Gravur reserves the right to make partial deliveries.

## **F Retention of title**

Pro Gravur remains the owner of the entire delivery until the customer has made the agreed payments in full. The customer authorizes Pro Gravur to make any necessary entries in the register to safeguard the retention of title.

## **G Intellectual property**

- 1 All designs, including, but not limited to auxiliary materials, know-how, negatives, plates, molds, films, digital data, templates, and models created by Pro Gravur alone or together with others during the fulfillment of the order belong fully and exclusively to Pro Gravur. The use of these designs by the customer requires a separate written agreement.
- 2 The use of all images, text templates, samples, and the like provided by the customer to Pro Gravur is subject to the condition and assumption that the customer owns the corresponding rights. This also applies to stored archive data and its reuse. The customer shall indemnify Pro Gravur against all claims by third parties for infringement of rights to the provided images, text templates, samples, and the like.

## **H Warranty, defects**

- 1 Pro Gravur guarantees exclusively that the delivery complies with the agreed specifications and the properties assured in writing by Pro Gravur, and that it is made of good material and has been manufactured properly and professionally. Any further liability for defects, in particular for printing and embossing results in the event of improper or incorrect use or incorrect or incomplete information about the end user's working conditions (in particular printing temperatures, paper weights, paper qualities) as well as for normally assumed properties, is excluded. Insignificant production-related deviations from agreed specifications or assured properties do not trigger any warranty rights.
- 2 The customer must inspect the delivery immediately upon receipt for defects, completeness, and conformity with the contract. Defects that are apparent during the

incoming inspection must be reported in writing immediately, at the latest within ten days of receipt of the delivery. If defects that were not apparent during the incoming inspection become apparent later, the complaint must be made in writing immediately, at the latest within ten days of discovery. If the complaint is not made in good time, the delivery shall be deemed to have been approved.

- 3 If a complaint is unjustified, Pro Gravur is entitled to demand compensation from the customer for the expenses incurred.
- 4 If the delivery is defective, the customer is only entitled to rectification by Pro Gravur, which shall, at its discretion, either replace the delivery or repair it within a reasonable period of time.
- 5 Further claims by the customer due to defects, in particular for rescission, reduction, damages (subject to Section I), cancellation, or withdrawal from the contract, are excluded.
- 6 Plans, drawings, sketches, and the like belonging to the customer shall be stored by Pro Gravur at the customer's risk.

#### **I Limitation of liability**

Pro Gravur's liability for both contractual and non-contractual or quasi-contractual claims shall only apply to damage caused by intentional or grossly negligent conduct. Liability for associates is completely excluded.

#### **J Place of jurisdiction and applicable law**

The place of jurisdiction for both parties is Bern (city), Switzerland. The contractual relationship between the parties is subject to Swiss law, excluding the Vienna Sales Convention.

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