



## **General terms and conditions of business (GTC) of Pro Gravur AG, 3018 Bern**

Unless otherwise stated in our order confirmation, the following general terms and conditions will apply:

### **1. Offers**

1.1 Should development work, technical services or other preliminary work be needed to prepare an offer, these may be billed to the customer.

1.2 Intellectual property rights in designs remain vested in Pro Gravur AG (hereinafter "Pro Gravur"). Such designs may not be used by customers without payment and/or written agreement.

1.3 The prices are based on the requirements set out by the customer in his enquiry. The prices will be adjusted in the event of changes to those requirements.

1.4 Save where otherwise indicated, the price calculations used in the offers are based on complete documentation and data suitable for processing, together with binding unmistakably marked position and dimensional data. Offers which are made on the basis of imprecise documentation or in the absence of such documentation are always non-binding guide price indications. In the case of offers for which no expiry date is stipulated, the price is no longer fixed after 90 days.

### **2. Order confirmation/contracts**

2.1 Prices are binding only to the extent that Pro Gravur is not obliged by difficulties of an economic or other nature to adjust production and delivery to the changed circumstances, all liability for prejudice being declined.

2.2 The prices which are offered or confirmed are always net prices ex-delivery company, plus transport costs and VAT, save where otherwise agreed. They are quoted subject to any material price supplements or wage increases in virtue of collective bargaining agreements which may occur before work on the order has been completed and whose price consequences will be notified without delay to the client.



### **3. Payment terms**

The invoiced sum must be paid within 30 days of billing without any deduction, save where otherwise agreed. Where orders require substantial financial resources to be tied up, either for materials and third party work, or because the order processing lasts for more than two months, Pro Gravur is entitled to require advance payments to cover its expenditure. The amount of such advance payments and the date on which they fall due shall be stipulated in the order confirmation.

### **4. Delivery**

4.1 When the goods are delivered, the transport costs incurred will also be billed (EXW, Incoterms 2000).

4.2 Firmly assured delivery dates apply only if the necessary documentation (pictures, text masters, lithos, manuscripts, CDs, data carriers, approval of proofs etc.) reach Pro Gravur as agreed. Agreed delivery lead-times begin to run on the date when the masters reach Pro Gravur and end on the day on which the goods are ready for dispatch from Pro Gravur.

If approval for production is not given within the stipulated time limit, Pro Gravur is no longer bound by the agreed delivery lead-time.

Where the delivery date is exceeded or the delivery lead-time not respected for reasons for which Pro Gravur is not responsible (e.g. problems in the production plant caused by work stoppage or strike, lockout, power failure, force majeure, damage to machines or tools during production) the customer is not entitled to withdraw from the agreement or to hold Pro Gravur responsible for any prejudice suffered. If the delivery date is exceeded, Pro Gravur is liable up to a maximum sum equivalent to the value of the goods and then only if a written confirmation of the delivery date has been given.

### **5. Protected commercial property rights**

5.1 Designs, auxiliary materials, negatives, plates, moulding equipment, films, digital data, templates and models which have been produced by Pro Gravur for performance of the order remain the property of Pro Gravur, even if the customer has made a financial contribution to their production.

5.2 Plans, drawings, sketches and other property of the customer are stored by Pro Gravur at the customer's risk.



## **6. Tolerances**

6.1 Pro Gravur undertakes to produce engravings and blocks in a professionally correct manner. Tolerances will be respected within the limits of technical feasibility to the extent that the working conditions of the end user are known. Printing temperatures must be known in order to calculate expansion corrections. Paper weights and paper qualities must be known to enable relief depths to be determined. Pro Gravur cannot accept liability for printing and embossing results unless the tools are used in a proper professional manner.

## **7. Right of reproduction**

Reproduction of all pictures and text masters, samples and so forth made available by the client to Pro Gravur is effected on the condition and assumption that the customer has the necessary rights of reproduction. This likewise applies to stored archive data and their re-use.

## **8. Limitation of liability**

Liability for defective and incompletely delivered documentation and also for data losses and effective data of data files delivered and required for further processing is not accepted by Pro Gravur. Pro Gravur's liability is confined to defects caused by it which are attributable to gross negligence. Any liability extending beyond the order value for any direct or indirect damages caused by defects which are claimed will be declined in relation to the end user, save where otherwise provided with binding effect in the product liability act of 18.6.1993.

## **9. Defects, complaints**

The goods delivered by Pro Gravur must be verified on receipt. Any complaints must be registered without delay, but no later than before further use in the machine or directly after the first printing and embossing results (i.e. before the print run is produced), failing which the goods shall be deemed to have been accepted. Pro Gravur is not liable in the event of unsuitability of tools and reuse of the goods delivered, despite the established existence of defects. Pro Gravur undertakes to replace, repair or modify such goods at the earliest possible opportunity. No further compensation will be granted. As the supplier, Pro Gravur is likewise not liable for consequential damages (e.g. late packaging work, withdrawal from the point of sale of goods which have been finished with tools supplied by Pro Gravur or other similar events).



## **10. Acknowledgment**

The placing of an order with Pro Gravur signifies acknowledgement of these general terms and conditions of business by the client.

## **11. Place of performance/place of jurisdiction**

The place of performance for both parties is Bern. The ordinary courts of Bern have jurisdiction over disputes save where otherwise agreed. Swiss law shall apply.

Pro Gravur AG, Bern, May 2008