

GENERAL TERMS AND CONDITIONS OF PURCHASE (GTCP)

1. Scope of Application

For the entire business relationship between VARIOPRINT and the seller, respectively the supplier, (hereafter referred to as the seller) these GTCP are exclusively valid. Deviant conditions of the seller are hereby explicitly contradicted.

Deviations of the regulations are only valid if agreed to explicitly and in writing by VARIOPRINT.

2. Quotes

Quotes, consulting, and sample deliveries are free of charge for VARIOPRINT. Quotes are binding for at least three months after receipt.

3. Orders

Orders are mandatory for VARIOPRINT only in written form. Verbal agreements need the subsequent written confirmation by VARIOPRINT.

Orders must be confirmed in writing by the seller within three workdays after receipt. If confirmation fails to arrive in due time, VARIOPRINT can revoke their order without any further legal consequences.

4. Prices and Terms of Payment

The prices stated in the quote are fixed prices and are to be considered as net prices including packaging.

The agreed prices are calculated DDP destination (according to *Incoterms 2000*) if no other arrangement is made.

After complete and defect-free delivery VARIOPRINT pays within 30 days deducting a cash discount of 3% or within 60 days without discount if not otherwise agreed. The period allowed for payment starts on receipt of invoice, but not before contractual receipt of goods.

Failure of contractual delivery entitles VARIOPRINT to hold back payments.

5. Documentation

Samples, drawings, models, tools, technical specifications or similar documents which the seller is provided with or which VARIOPRINT buys from the seller, may only be used for delivery to VARIOPRINT. They are to be kept confidential and have to be returned in perfect condition without keeping back copies or prototypes or similar as soon as the order is processed.

6. Terms of Delivery and Delays

Agreed delivery terms which start with the date of the order, and delivery deadlines are binding. Impending delivery delays must be communicated to VARIOPRINT immediately.

After the unsuccessful elapse of an appropriate extension of time in case of delay VARIOPRINT is entitled to assert their legal claims due to debtor's delay.

Instead of their claim for damages on the grounds of delayed delivery VARIOPRINT can request a penalty of 0.5% of the total price per each calendar day, up to a maximum of 15%.

7. Scope of Delivery

Partial deliveries are only allowed if explicitly approved by VARIOPRINT.

Over or under deliveries are only permitted within a frame of +/- 10%. Surplus deliveries of more than 10% will only be accepted and paid for on previous written approval by VARIOPRINT.

8. Passing of Risk

The seller bears the risk for the delivery until the handover to VARIOPRINT is completed.

9. Acceptance

Acceptance by VARIOPRINT is effected through check-in of the contractual goods at the warehouse. VARIOPRINT's obligation to examine the goods is explicitly excluded.

10. Warranty, Compensation for Damages, Limitation Period

The delivery must be free of defects and lack of title, and must comply with the acknowledged rules of technology and the contractually agreed qualities and norms, as well as the safety-, work protection-, accident prevention-, and other regulations.

Limitation period is 24 months. By written notification of defects the period of warranty and payment deadlines are suspended until the completed rectification of defects.

In case of a defect VARIOPRINT can optionally request either the rectification free of charge or supplementary delivery, reduce the price according to the reduced value, or withdraw from the contract.

In each case VARIOPRINT can claim compensation for their own or their customer's damages and financial loss, in particular compensation for inspection- assembly or disassembly costs, production downtimes or components that have become unusable.

In case of rectification of defects or supplementary delivery a new period of warranty of 24 months begins with the date of the rectification.

In case of lack of title the seller is obligated to release VARIOPRINT or, in case of third party claim, to compensate VARIOPRINT for the arising damages. This entails legal costs, payment of damages as well as the arising costs of reconstruction and redesign.

11. Insurance

For the liability arising from this contract the seller has to take out insurance with a minimum coverage of 2 Mio.CHF per loss occurrence. The policy must be presented on request.

12. Legal Effectiveness

Should one of the regulations of these GTCP be or become ineffective, this does not interfere with the validity of the other regulations. In its place the intention of the parties is valid, for the rest the legal regulations are valid.

13. Writtenness

Relevant declarations of intent of the seller are only valid if presented in written form.

14. Governing Law and Jurisdiction

Only Swiss law is applicable, with the exclusion of international civil law, standardized international law, and the exclusion of the UN **CISG** (Contracts for the International Sale of Goods)

In case of conflicts, also if they relate to the validity of this contract or these Terms and Conditions of Purchase the place of jurisdiction is CH-9410 Heiden.