

General terms and conditions of Burki & Scherer AG, Oftringen

The specialist businesses for the editing of images and texts in visual communication, which are affiliated with PrePress Schweiz (PPS), provide their services in accordance with the following terms and conditions, which are standard for the industry.

a) Quotations

Unless specified otherwise, prices mentioned in quotations are calculated on the basis of complete, appropriate documentation and data, and binding, unambiguously identified summaries, current information and specifications. Any quotation made on the basis of imprecise information or information that is not yet available must always be regarded as a non-binding estimate. Unless specified otherwise, quoted prices shall remain effective for 90 days.

b) Prices

The prices which are offered or confirmed are always net prices, plus transport costs and VAT, save where otherwise agreed.

c) Payment conditions

The payment of the invoiced amount must take place within 30 days after the issue of the invoice, without any discount. Burki & Scherer AG can also request payment guarantees, including after acceptance of an order. If no guarantees of payment are furnished, further work on the order may be suspended; in such a case the costs accrued become due with immediate effect. With respect to large orders whose processing takes longer than 3 months, Burki & Scherer AG is entitled to demand advance and/or down payments.

d) Delivery period

If the delivery of the work documentation or "right-to-print proof" is delayed by the customer, Burki & Scherer AG is no longer bound to a fixed guaranteed delivery deadline. Where deadlines are not met, Burki & Scherer AG shall be liable for the value of the goods at the most, and only if there is a written deadline agreement. Delays past delivery deadlines, or non-compliance with delivery periods, for which Burki & Scherer AG is not responsible (e.g. due to business disruptions caused by strikes, lock-outs, power cuts and all cases of force majeure), do not entitle the customer to withdraw from the contract or to claim that Burki & Scherer AG is liable for any damages suffered.

e) Acceptance delay

If the customer does not accept the work executed as agreed within a reasonable period after being advised of completion, Burki & Scherer AG is entitled to submit an invoice for the services rendered and undertakes to safeguard the work at the customer's expense and risk.

f) Reproduction rights/intellectual property rights

The reproduction of all originals of texts and images, samples and suchlike provided to Burki & Scherer AG by the customer shall occur under the condition and on the assumption that the customer holds the required reproduction rights. This also applies to saved archive data and its further use.

g) Additional expenditure

Additional expenditure over and above the quoted amount which is caused by the customer or the customer's assigned representative (author's corrections, retrospective amendments and suchlike) shall be invoiced additionally. Burki & Scherer AG can invoice separately any expenses necessary for the proper execution of its work without prior notification. This applies above all to erroneous or missing documentation, or for the reproduction of inappropriate documentation.

h) Monitoring and test documents

The customer is required to check, for errors, the monitoring and test documents submitted to him before the final completion of the order (press proofs, proofs, copies, files, etc.), and to return them with his "right-to-print proof" and any corrections within the agreed period. Burki & Scherer AG is not liable for errors overlooked by the customer, or for work done or corrections made by the customer. If it has been agreed that proofs and documents will not be submitted for correction, or if the customer makes call-off orders without these files, the customer bears the full risk.

i) Notification of defects

The orders delivered by Burki & Scherer AG are always to be checked carefully upon receipt. In particular, checking must also take place where a "right-to-print proof" was previously provided. Any complaints must be lodged 8 days after receipt at the latest – otherwise the delivery is deemed to have been accepted. Minor deviations from original templates provided do not constitute an entitlement to lodge a complaint. Where justified complaints are made within the deadline, defects shall be remedied or a replacement delivery shall be made.

k) Limitation of liability

Burki & Scherer AG does not accept liability for documentation received that is erroneous and incomplete, nor for information loss regarding files received that are to be further processed. Burki & Scherer AG's liability is limited to errors which it causes due to gross negligence. Liability exceeding the order value for potential further direct or indirect damages claimed regarding defects is excluded subject to the mandatory provisions of the Product Liability Law (Produktehaftpflichtgesetz) dated 1 January 1994 in relation to the end user.

l) Storage of work documents and files

Burki & Scherer AG archives the work documents and information that are relevant for its work but there is no obligation to store work documents (files, negatives, colour separations etc.). Further storage is to be agreed separately. This, however, remains subject to the risk that such items may not be able to be retrieved properly due to changed preparation technologies. The costs accrued for agreed storage for archiving, renewed preparation, formatting and release shall be charged separately. Files and templates (originals, photos etc.) provided to Burki & Scherer shall be handled with the usual care. Risks going beyond this are to be insured and/or borne by the customer without need for a special written agreement.

m) Place of performance and jurisdiction

The competent courts for disputes shall be those ordinary courts having jurisdiction over Burki & Scherer AG's domicile, insofar as no other agreement has been made. Swiss law is applicable.

n) Acceptance of Burki & Scherer AG's general terms and conditions

The placing of an order implies the customer's acceptance of Burki & Scherer AG's general terms and conditions.

Oftringen, Mai 8, 2008