

General Terms and Conditions of Print Media Processing Companies

Integral components of these General Terms and Conditions:

- Guidelines for Technical Requirements and Tolerance Values for Print Media Processing Companies (2025)
- Guide for Defining Acceptance Tolerances for Print Media Processing Companies (2025)

1. Scope of Application

These General Terms and Conditions of Print Media Processing Companies are standard in the graphic industry and govern the business relationship between the client and the print media processing company, hereinafter referred to as the "contractor."

The client must be informed of these terms and conditions when a quotation is provided.

2. Quotations

Price calculations for quotations are based on information provided by the client. Specifications regarding scope, dimensions, execution, materials, and quality clearly stated in the quotations are binding. Quotations based on inaccurate information are indicative only and non-binding. Changes, such as partial deliveries that lead to inefficient work processes (e.g., additional setup of production equipment), may result in price adjustments. Deviations between quoted and ordered quantities also lead to price adjustments. For open-ended quotations, price validity expires after 90 days.

3. Prices

Quoted or confirmed prices are net prices excluding VAT, unless otherwise agreed. Prices are subject to potential surcharges for

materials, transportation, or wage increases under collective agreements that occur before order completion, and such changes will be communicated to the client.

Unless otherwise stated, prices include transportation costs for delivery in a single shipment to one location in Switzerland (valley railway station).

4. Sketches, Drafts, and Samples

Sketches, drafts, design proposals, and samples created by the contractor will be invoiced, even if no order is placed. Unless handed over to the client, they remain the contractor's property and may not be used further without explicit permission.

5. Copyrights

The client assumes full and exclusive responsibility for ensuring that the production or use of ordered works does not infringe copyrights, reproduction rights, patent rights, or other legal regulations.

6. Preparation of Print Materials

Before printing or production begins, the contractor must be consulted regarding technical production requirements.

The Guidelines for Technical Requirements and Tolerance Values for Print Media Processing

Companies under section "1. Assembly/Printing" are authoritative.

7. Binding Allowance

The contractor requires a reasonable production allowance for setup, production, inspections, and documentation.

The Guidelines for Technical Requirements and Tolerance Values for Print Media Processing

Tolerance Values for Print Media Processing
Companies under section "2. Binding
Allowance" are authoritative.

8. Delivery of Print Sheets

The delivery of print sheets is the client's responsibility.

The Guidelines for Technical Requirements and Tolerance Values for Print Media Processing Companies under section "3. Delivery of Print Sheets" are authoritative.

9. Labeling of Supplied Print Materials

The Guidelines for Technical Requirements and Tolerance Values for Print Media Processing Companies under section "4. Labeling of Supplied Print Materials" are authoritative.

10. Materials Provided or Specified by the Client

The contractor is not liable for damages to the completed work caused by defective materials supplied by the client or by the use of materials or work methods imposed against the contractor's will.

11. Duty to Inform

If unusual materials, printing processes, or surface treatments (e.g., varnishing, chemical properties of paper, or substrates with plastic components) are used, the contractor must be informed in advance. The contractor is not liable for damages resulting from failure to comply with these requirements.

12. Additional Costs

Failure to comply with the conditions outlined here will result in additional costs being invoiced. This applies particularly to the correction of print sheets to obtain "Approval for Production," waiting times caused by delayed material delivery or production interruptions by the client. In such cases, the contractor is not responsible for any reduction in quality. This also applies to poor print quality, such as inaccurate registration, moldy sheets, crop marks extending to the trim edge, or damages caused by insufficiently dried or abrasion-resistant ink. In case of doubt, relevant industry standards (e.g., FOGRA, SID) apply. The burden of proof lies with the client.

13. Approval for Production

The basis for order execution is the prior joint clarifications as per Article 6.

The "Approval for Production" is intended to prevent misunderstandings and is prepared in consultation with the client. The client is obliged to review the "Approval for Production" for errors before final production and return it with any correction instructions on the signed form. At minimum, the signed and delivered "Approval for Production" form is considered binding. The contractor is not liable for overlooked errors. Waiting times in production due to a missing "Approval for Production" will be invoiced to the client. The contractor reserves the right to perform partial production steps (e.g., cutting, folding, collating) before a complete "Approval for Production" is received.

14. Over- and Under-Deliveries

Over- or under-deliveries of up to 10% of the ordered quantity cannot be objected to without specific agreement. The actual delivered quantity will be invoiced. For unapproved over- or under-deliveries, additional costs will be charged with a minimum surcharge of 5%.

15. Industry-Standard Tolerances

Industry-standard deviations in execution and materials, such as cutting accuracy, print transitions, or folding differences, are reserved. Tolerances imposed on the contractor by suppliers also apply to the contractor's clients. The burden of proof lies with the client. The

Guidelines for Technical Requirements and Tolerance Values for Print Media Processing Companies are authoritative.

16. Delivery Deadlines

Firmly agreed delivery deadlines are valid only if all data, print sheets, materials, and the "Approval for Production" are received by the contractor on time. Delays or failure to meet deadlines for which the contractor is not responsible do not entitle the client to withdraw from the contract or claim compensation for damages.

17. Proofs

Client proofs will be invoiced along with the print run. Additional costs for specific processing of proof sheets will also be invoiced. Delivery to multiple addresses is subject to a fee.

18. Packaging and Shipping

Packaging, palletization, and labeling compliant with shipping standards are included in the quoted price. Exceptions include small orders, special packaging, and extensive shipping orders. Pallets, frames, crates, and lids are exchanged for a fee or invoiced at cost if not returned in good condition, free of shipping costs, within 4 weeks of receipt. Delivery is at the client's risk. Deliveries to multiple addresses or with special shipping requirements will be invoiced.

19. Complaints Regarding Defects

The work delivered by the contractor must be inspected upon receipt. Complaints regarding quality must be submitted within 8 days of receipt; otherwise, the delivery is deemed accepted. For justified complaints, the damage will be rectified within a reasonable period. The provisions in the Guide for Defining Acceptance Tolerances apply for assessment.

20. Limitation of Liability

Liability is limited to the value of the invoiced service. Any further liability for direct or

indirect damages caused by defects is excluded with respect to the end consumer.

21. Storage

All flat sheets, semi-finished products, bound works, and other materials are stored by the contractor at the client's expense and risk. Goods stored for more than one month will incur a storage fee based on current rates.

22. Call-Off Orders

Additional costs arising from partial production or call-off orders, such as for additional setup, reduced output, storage usage, interest on capital tied up in the order (labor, materials), and additional transportation, are borne by the client.

23. Archiving of Work Documents

Work documents remain the property of the contractor unless otherwise expressly agreed. There is no obligation to archive unless explicitly agreed. Archiving is at the client's risk and is invoiced separately. Any liability of the contractor for loss or damage to work documents is excluded.

24. Reproduction Materials, Tools

Work documents (data, typesetting, films) and tools, such as cutting dies, embossing plates, etc., created by the contractor remain their property.

25. Residual Sheets

Unless otherwise agreed, residual sheets that prevent binding additional copies due to their incompleteness will be disposed of after 8 days.

26. Disposal

Disposal of pallets and other packaging materials is subject to a fee.

27. Place of Performance and Jurisdiction

The place of performance for both parties is the contractor's location. Disputes are subject to the ordinary courts at the contractor's location unless otherwise agreed.

28. Acknowledgment

Placing an order implies the client's acknowledgment of the "General Terms and Conditions of Print Media Processing Companies" and the Guidelines for Technical Requirements and Tolerance Values for Print Media Processing Companies.

29. Payment Terms

Payment within 30 days net. The delivered goods remain the property of the contractor until full payment is received. Partial deliveries may be invoiced.