

Standard Terms and Conditions of Sale, Optiprint AG

1. General

These standard terms of sale are binding and apply also for all branch offices or representatives of Optiprint AG. They are an integral part of our quotations, order confirmations and invoices. Variations from purchase terms and conditions are subject to our conditions. The contract is effective once we have confirmed our acceptance of an order in writing or when the buyer has accepted our unaltered quotation at the time in writing. By placing the order the buyer acknowledges our and our sub-suppliers standard terms and conditions of sale.

2. Prices

Validity of quotations is 30 days. After this time, prices can be changed without notice. Prices stated in our order confirmations are binding for 3 months, unless otherwise specifically agreed. Shipments that are issued after this period of time can be subject to price adjustments due to changes in base material prices and/or exchange rates of foreign currency. Quotations calculated on the basis of vague or incomplete documents are non-obligatory. All our CHF prices do not include insurance, duties, taxes and similar charges. We shall not be liable for any loss or damage occurring during transport of the goods. If prices are stated in foreign currency and this currency loses in value during the time between the order confirmation and the delivery of the goods, the prices will be raised in relation to the devaluation.

3. Terms of payment

The terms of payment are net 30 days from the date of invoice. For past due accounts we reserve the right to charge the customary interest rates and send future shipments C.O.D. (cash on delivery). Cheques are accepted as payment only after redemption. Any unauthorized discount will be re-invoiced. Compensation with existing or valid claims is not permitted. Equally, settlement obligations are not influenced by acknowledged defects. Withholding or reduction of payments due to claims of defects is only allowed with our permission.

4. Lead times

It is our endeavour to meet our customer's delivery dates. Lead times stated in quotations are non-obligatory, they merely inform about the lead time possibilities on the day of issue. Lead times stated in

order confirmations are binding. Orders are accepted with reservation of the general feasibility. Any lead time is prolonged reasonably if data and/or documents arrive late or when they are subsequently changed by the customer subsequently. Disruptive occurrences, including those beyond one's control, strikes, shortage of energy or materials or similar, unjustifiable risks happening to us or our suppliers deliver us from any obligations of fulfilling the contract, we cannot be made liable by the customer. Part deliveries are permissible. We shall not be liable for any loss or damage suffered by the Purchaser resulting from a late delivery.

5. Under- and over shipments

The seller reserves the right to over-ship or under-ship any order by at least 1 piece and any amount not to exceed 10 %. If a subsequent delivery has to be made within the 10 % margin, it will be invoiced according to the actual price per unit. Invoicing is based on the products shipped.

6. Acceptance of shipment by the Purchaser

The risk passes over through the acceptance of the packaged product by the Purchaser or a person authorized by the Purchaser at the Berneck facility. If this acceptance is delayed or made impossible for reasons beyond the control of the seller, we have the right to store the product at the risk and expense of the Purchaser at our facility or that of a third party, with which we have fulfilled our duty.

7. Default of payment

The terms of payment are net 30 days from the date of invoice except as otherwise stated in a written agreement signed by a duly authorized representative of seller. Not observed agreed payment terms, particularly when a payment or a part of a payment is delayed, all liabilities towards us become due, and we reserve the right to withhold deliveries of this or any other contract, without prejudice to our lawful rights.

8. Artwork and data

Artwork and data which we receive from our customers shall remain their property. They are archived at our facility after completion of the order. We shall not be made liable for any loss or damage of these.

9. Warranty

We endeavour to provide our customer with a high standard quality product. Should there still be a cause for complaint, professional stock-keeping and handling

provided, solely claims for products with the Optiprint logo and date code can be submitted within 30 days of delivery. The rejected products must be returned to us immediately. When a complaint has been placed within the mentioned space of time and is justified, we are obliged to make a faultless rework or remake free of charge. If this is not possible due to technical reasons, a credit note will be issued.

When Optiprint AG carries out only certain sub-processes, the maximum liability guaranteed is the order value of the aforementioned process.

Continuing claims by the customer, particularly for indemnity or contract cancellation, also for damages which occurred through usage or installation, the seller shall not, in any event, be liable, regardless to which legal basis is asserted.

In the case of faults or unsuitability of supplied goods (e.g. base laminates, adhesives, ...) the standard terms and conditions of sale of the corresponding sub-supplier apply.

10. Proprietary rights

The seller reserves the right to make a unilateral demand to an entry of the delivered products in the proprietary rights register. From that moment the buyer has to refrain from any disposition of the said goods until payment has been made. If the buyer is in default of settling the purchase price, the seller reserves the right to independently from their other legal remedies to demand an immediate return of the goods or arbitrarily to repossess the goods.

The products remain the property of the seller until the purchase price has been fully settled.

11. Place of performance, legal domicile, law

The place of performance for the services rendered of the seller and the buyer is Berneck SG, Switzerland. For disputes, including also about the effectiveness of the contract or these terms and conditions, the court of law is Berneck SG. The legal relationship between the seller and the buyer are solely subject solely to Swiss law, under exclusion of any other international laws. Rights that are granted to the seller on the base of the general, lawful regulations of Switzerland are not mentioned in these Standard Terms and Conditions of Sale.