

# General Terms and Conditions of Flyerline Schweiz AG

## Scope

Unless otherwise agreed in writing or other provisions are required by law, these General Terms and Conditions (hereinafter referred to as "GTCs") shall apply to all offers, services, order confirmations, deliveries, invoices and other services provided by Flyerline Schweiz AG. The placement of an order shall constitute the Customer's acceptance of these GTCs. The terms and conditions specified below shall apply to all contracts concluded between the Customer and the Contractor regarding the execution of orders, in particular the delivery of merchandise. They shall also apply to all future terms and conditions, even if they are not explicitly agreed again. Should the Customer have any deviating terms and conditions which are not explicitly accepted by the Contractor, these shall remain non-binding, even if they are not objected to explicitly. The following terms and conditions shall also apply in cases where the Contractor fills the Customer's order without reservation despite having knowledge of the Customer's conflicting terms conditions or conditions that deviate from the following. For the purpose of these terms and conditions, "Customers" shall be understood to mean both consumers and businesspeople.

## Quotations

In the absence of other specifications, price calculations provided in quotations shall be based on complete documents and data suitable for calculation purposes, as well as on binding, clearly specified content, status and dimension information. Quotations made on the basis of imprecise documents or documents that are not yet available shall be considered to be ballpark quotations. A quotation shall be deemed definitive upon the awarding of a contract. In the event of quotations without an expiration date, the agreed price expires after 30 days.

## Contracts

In principle, contracts shall only be binding if confirmed in writing by Flyerline Schweiz AG. Written e-mail confirmation from the Contractor shall be sufficient for this purpose. A contract shall be deemed awarded when an order is received. Agreed prices that differ from the currently applicable price list shall only be valid if the deviations have been confirmed in writing by the Contractor (confirmation of order). For orders placed on the account of a third party, the purchasing party is and shall remain a contracting party in addition to the third party and, as such, shall be deemed a debtor in addition to the third party until complete payment has been rendered for the service. This also applies for any expenses associated with late payments (interest, debt collection costs).

## Fulfilment of contract

Unless otherwise agreed in writing, the Contractor shall fulfil the contracts on the basis of the print data provided by the Customer. The print data/documents shall be delivered in accordance with the Contractor's specifications and data format requirements. Should the Customer deliver print data/documents in a format other than that specified by the Contractor, the Contractor will be unable to guarantee error-free contract fulfilment.

## **Prices**

The current price list shall be valid for all products unless another price has been explicitly confirmed in writing by the Contractor. Unless agreed otherwise, all prices are stated net prices excluding VAT and shipping costs. Packaging material in the usual quantities is included in the prices unless the Customer has been notified otherwise. Prices shall be subject to change in the event that the price of materials or wages increases prior to contract completion.

## **Terms of payment**

Depending on the Customer's creditworthiness and preference, payment shall be effected either on account or via credit card, prepayment, Twint or PayPal. All costs incurred in connection with the payment method shall be borne by the Customer. The Contractor shall not be liable for any misuse of the credit card. If payment on account has been agreed upon, the invoiced amount shall be due within 10 days of the receipt of the invoice without discount. In principle, a reasonable prepayment may be demanded for all contracts. Should the Customer be in arrears, interest on late payments shall be charged at a rate of 5%. Any expenses for reminders or debt collection shall also be borne by the Customer. If a shipment cannot be delivered or supplied due to reasons that are not the fault of the Contractor, any expenses incurred by the Contractor shall be borne by the Customer. The ordered merchandise shall be invoiced irrespective thereof and the amount shall be due immediately. In the event that the Customer's financial circumstances deteriorate significantly, for example, the Contractor reserves the right to alter the terms of payment, even during ongoing production or during the fulfilment of contracts. Similarly, the Contractor reserves the right to stop delivery or halt production in such a case.

## **Retention of title**

Any merchandise delivered (reserved goods) shall remain the property of the Contractor until such point in time that all payments, including all amounts outstanding from a current account to which the Contractor is or will be entitled to in future, have been settled. In the event of a breach of contract by the Customer, e.g. delayed payment, the Contractor shall be entitled to repossess reserved goods after setting a suitable deadline. Repossession of reserved goods shall constitute withdrawal from the contract. Seizure of the reserved goods shall constitute withdrawal from the contract. Once repossessed, the Contractor is entitled to utilise reserved goods. The Contractor shall apply the utilisation proceeds, less an adequate amount to cover utilisation costs, toward the outstanding amount owed by the Customer. The Customer is obligated to handle reserved goods with due care and, at the Customer's own expense, to insure the merchandise at its replacement value against damage by fire, water and theft. The Customer shall have the right to sell the reserved goods in the course of normal business and/or use these under as long as it has not defaulted on payment. Pledging or assignment as collateral is prohibited. The claims arising from reselling or any other legal basis (insurance, tortious act) with respect to the reserved goods (including all amounts outstanding from the current account) shall, for reasons of security, pass in their entirety from the Customer to the Contractor; the Contractor hereby accepts the transfer of these rights. The Contractor hereby revocably authorises the Customer to collect all claims transferred to the Contractor on its own behalf for the Contractor's account. This authorisation to collect receivables may be revoked at any time if the Customer fails to duly fulfil its payment obligations. The Customer is not entitled to transfer these claims, not even

for the purpose of the collection of debts by way of factoring, unless the factoring party undertakes simultaneously to effect the counter-performance amounting to the claim directly towards the Contractor as long as the claims against the Customer continue to exist. In the event of recourse by third parties to reserved goods, particularly in the case of pledging, the Customer shall draw attention to the Contractor's ownership and notify the Contractor immediately to enable the Contractor to enforce its proprietary rights. Insofar as the third party is not in a position to reimburse the Contractor for any court or out-of-court costs incurred in connection with this, the Customer shall be liable for such costs. The Contractor is obliged to release any collateral to which it is entitled if the realisable value of the collateral exceeds the receivables to be secured by more than 10%. The Contractor is entitled to select the collateral to be released.

### **Terms of delivery**

Firmly guaranteed delivery dates shall be valid only if these have been confirmed in writing by the Contractor and the required documents (artwork and text files, data, print proof, etc.) have been received by the Contractor by the time agreed. The guaranteed delivery dates shall also only be valid upon timely payment, especially if the prepayment method is chosen. The delivery dates confirmed upon order acceptance are only approximate dates. Should the supplied print data exhibit deficiencies after the confirmation of a delivery date, the Contractor shall no longer be bound by the delivery deadline. The same applies in the event of delayed print approval by the Customer. Should the Contractor be unable to deliver on time through no fault of its own due to a walkout, strike, war, lack of energy or materials, delays or breaches of contract on the part of third parties (i.e. subcontractors or suppliers), as well as any force majeure events, these shall not entitle the Customer to withdraw from the contract/order, and/or to claim any compensation from the Contractor. The Contractor shall be liable for any delay in delivery that is clearly and verifiably attributable to the Contractor, up to a maximum of the value of the merchandise, and only if the delivery date has been confirmed in writing by the Contractor.

### **Delay in taking delivery**

Should the Customer fail to take delivery of the merchandise upon notification of completion and within a reasonable period of time, the Contractor shall be entitled to invoice the Customer for the merchandise, any storage costs (including those of third parties), and any disposal costs.

### **Sketches and drafts**

Sketches, drafts, design proposals, originals and photographic works shall be invoiced, even if no corresponding print order is placed.

## **Intellectual property rights**

Payment of the fee owed shall only grant the Customer a non-exclusive right to duplicate and distribute the work created by the Contractor. Any purchase of exclusive rights of use on the part of the Customer requires an express written agreement between the parties. The rights of use shall only be deemed to have been transferred upon payment in full of the agreed fee.

## **Duplication rights**

The duplication and printing of all printed material, artwork and texts, logos, prototypes and similar materials made available to the Contractor by the Customer shall be carried out under the condition and on the assumption that the Customer possesses the corresponding duplication rights and that no third-party rights will be infringed. This shall also apply to archived data and their reuse. In the event that a third party asserts an infringement claim against Flyerline, the Customer undertakes to indemnify Flyerline from all claims made and reimburse Flyerline for all damages incurred as a result of the infringement, at the latest when notified by Flyerline in writing. Customers are prohibited from uploading printed materials or images with criminal, illegal or unethical content. Non-compliance shall entitle Flyerline to remove these orders without notice. Moreover, Flyerline reserves the right to initiate legal proceedings against the Customer.

## **Duplication documents, tools**

The work documents prepared by the Contractor (films, data, typesetting, montages, printing plates, etc.) and tools (cutting dies, etc.) shall remain the property of the Contractor.

## **Advertising**

The Contractor reserves the right, without the explicit agreement of the customer, to send specimen copies as quality samples to third parties or to use these for its own promotional purposes.

## **Referral program – Customers Refer Customers**

“Customers Refer Customers” is the name of the customer referral programme in place at Flyerline Schweiz AG. This programme lets customers with a customer account at Flyerline’s online shop use a code to recommend Flyerline to other people. These codes can be accessed and sent through the customer’s account under the “Customers Refer Customers” tab. There is no limit on the number of codes a customer can send. These codes can either be copied and sent by e-mail or sent to the contact directly using the referral form. The customer (recipient) may redeem this discount code once. It is valid for one year from the date it was sent. As soon as their referral redeems the code, the referring customer will then receive an e-mail with their own discount code. This is also valid for one year after receipt and may only be redeemed once. These codes may only be redeemed through the customer’s account in the online shop and are non-transferrable. The discount can be change by Flyerline at any time.

Flyerline Schweiz AG reserves the right to change, suspend or discontinue the referral programme at any time without specifying any reasons.

## **Discounts and promotional offers**

Flyerline Schweiz AG reserves the right to change or discontinue any discount or promotional offer at any time and for any reason, even if an expiration date is announced.

## **Additional work and expense**

Work and expense caused by the Customer or the Customer's agent in excess of that specified in the quotation (such as the correction or processing of masters and manuscripts, additional processing of data storage media or text/image files as well as inferior, missing or poorly-reproducible documents) shall result in additional charges.

## **Autocorrections**

Autocorrections (subsequent changes to the text, artwork, paragraphs, etc.) are not included in the prices indicated in the quotation and will be invoiced to the Customer where necessary.

## **Industry standard tolerances**

Industry standard deviations with respect to execution and material, including cutting accuracy, similarity of the reproductions to the original, tonal value and quality of print substrate (paper, cardboard, etc.) shall be reserved. Where tolerances are imposed on the Contractor by suppliers, these shall also apply to the Customer.

## **Delivery**

The delivery shall take place at the Customer's risk from 8595 Altnau/TG and shall be effected to the delivery address provided by the Customer and at the Customer's expense. Any deviating delivery address agreed at a later date must be explicitly confirmed in writing by the Contractor. Should the merchandise be visibly damaged upon delivery by post, shipping company, courier, etc., it may only be accepted if these damages are documented in writing on the spot by the transport company. Damage reports submitted at a later point in time shall be disregarded.

## **Notification of defects, returns**

The Customer shall carefully examine the delivered merchandise upon receipt. Any complaints regarding quality and quantity shall be submitted in writing within 10 days of receipt at the latest. The Contractor shall not be liable for defects reported after this period. In the case justifiable complaints for which the Contractor is clearly and unequivocally at fault, the Contractor undertakes to rectify the defect accordingly or provide adequate replacement within a reasonable period of time. The Customer grants the Contractor this right at the time the order is placed. No further damage claims may be asserted. Any returns sent to the Contractor that are not prepaid shall be rejected. Returns may only be made with the written agreement of the Contractor. If a return is agreed, Flyerline shall only reimburse the costs for the most economical dispatch route. With respect to colour reproductions, slight variations in

colour can arise during all manufacturing processes and do not constitute cause for complaint. Industry-standard tolerances shall apply.

### **Limitation of liability**

Manuscripts, data storage media, lithographic prints, originals, photographs, etc., as well as supporting printed material or other objects presented that have been supplied to the Contractor shall be handled with due care. Any further risk or cost of insurance must be borne by the Customer without any special written agreement. Subject to mandatory provisions, the Contractor shall not be liable toward the Customer for an amount that exceeds the value of the contract with respect to any further claims asserted as a result of direct or indirect damage suffered as a result of defects, delays, or misunderstandings. The Contractor shall be liable for damages attributable to delays or breach of integral contract obligations only to the extent that these damages are predictable. Furthermore, the Contractor shall not be held liable should the Customer or third parties make changes to the delivered merchandise.

### **Regarding electronic data and data transfer**

The Contractor shall not assume any responsibility for data delivered by the Customer (via data storage media or the Internet) that is defective in terms of its content, is poor in quality or incomplete. Furthermore, no liability shall be assumed for delivered data that cannot be processed or used in the standard processes and would give rise to poor quality in the printed product. The Contractor shall assume no liability for the loss of any data delivered and data required for further processing. The Contractor's liability shall be limited to errors caused by the Contractor.

### **Data storage**

The print data shall be stored for one year after delivery of the merchandise. Data storage media supplied by the Customer shall not be returned, unless otherwise agreed. The Customer shall bear all risks of attempting to produce a flawless result at a later date, especially those that arise due to changing processing technologies.

### **Storage of work documents**

There shall be no obligation to store work documents (files, negatives, colour abstracts, photo lithographs, sample films, typesetting, copies, and tools) unless otherwise agreed in writing.

### **Proof and test documents (print proof)**

The Customer shall be obligated to check the proof and test documents submitted to him/her (print proofs, proofs, plots, copies, files, etc.) for errors before the final completion of the contract, and to return them promptly with instructions for any necessary corrections. The Contractor shall not be liable for errors overlooked by the Customer. The Customer

acknowledges that any agreed delivery dates shall be extended automatically in the event that the proof and test documents are submitted late.

### **Data protection**

Flyerline processes all personal data in accordance with the statutory data protection regulations. For further information, please read the privacy policy of Flyerline Schweiz AG.

### **Place of performance and jurisdiction**

The place of performance for both parties shall be 8595 Altnau/TG. Unless otherwise agreed, the ordinary courts of law at the registered office shall be responsible for settling any disputes. Swiss law shall apply.

### **Severability clause**

Should one or more of the provisions specified above become entirely or partially invalid, all other provisions shall remain unaffected. The ineffective provision(s) shall be replaced by lawful regulations.

### **Legal information on consumer protection**

In accordance with the Regulation on Consumer Online Dispute Resolution

[Link to the European Commission platform](#)

In accordance with the Consumer Dispute Resolution Act (VSBG)

[Link to the General Consumer Arbitration Board](#)

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