



# General Terms and Conditions of Model AG

## 1. Offers

Offers are valid for 30 days from the date of issue, unless a different period of validity is specified on the offer. Offers made on the basis of inaccurate templates are considered indicative offers.

## 2. Intellectual property, ownership of work materials, intellectual property rights

Intellectual property and industrial property rights to designs, templates, sketches, samples, films, lithographs, clichés, dies, stamps, negatives, plates, printing rollers, printing plates, forming devices, digital data, printing cylinders, etc. developed by Model AG (hereinafter: working materials) are the exclusive property of Model AG. The buyer may not use these work materials without prior express written agreement in which an appropriate usage fee is specified.

Model AG assumes no responsibility for texts, illustrations, graphic representations, bar codes, etc. specified by the buyer, which Model AG attaches to the printed matter. In particular, the buyer is responsible for ensuring that no rights of third parties, such as industrial property rights, copyrights, or statutory or sub-statutory regulations are violated.

Working materials that are required to manufacture the goods and that have been manufactured by Model AG remain the property of the same, even if the buyer has contributed financially to the production costs. There is no obligation to return working materials. If the buyer has not requested the return of working materials and data sets provided by them within two years of their last use by Model AG, Model AG is entitled to destroy them after prior notification of the buyer.

## 3. Sketches, drafts and other preparatory work

Sketches, drafts and other preparatory work ordered by the customer will be charged even if no order is subsequently placed.

## 4. Prices

The confirmed prices are subject to price reservation at the time of delivery. VAT is not included in the price and will be charged separately.

## 5. Deliveries

Additional costs for express shipments requested by the customer shall be borne by the customer. If the buyer is responsible for picking up the goods, they must be picked up within three days of notification by Model AG. The goods will then be delivered to the recipient, with the freight costs being charged.

Unless otherwise stipulated, the shipments are delivered on pallets, at least 180 cm high. Deviations from this entitle Model AG to charge for the additional expenses incurred. Deliveries are made on standard European pallets 80 x 120 cm.

The buyer undertakes to return the same number of pallets in perfect condition at the same time in the exchange procedure. Model AG takes the liberty of charging pallets that have not been exchanged at the procurement price after a reminder has not been heeded.

Delivery dates are only binding if Model AG has expressly guaranteed in writing that they will be met. The delivery date is deemed to have been met if the goods are handed over to the transport company in good time so that delivery on time can be expected under normal circumstances.

If the delivery date is not met by Model AG, the buyer is entitled and obliged to set Model AG a reasonable grace period for the delivery in writing. After the grace period has expired without result, the buyer can withdraw from the contract. In the case of long-term or successive delivery contracts, the right of withdrawal is limited to the specific delivery, unless a continuation of the entire contract is no longer reasonable for the buyer.

The terms of delivery published in the online shop apply to orders in the Model AG online shop.

## 6. Place of performance

The place of performance for Model AG's delivery obligations is the location of the delivering Model AG plant, unless Model AG and the buyer agree on Incoterms (according to Incoterms 2020) that provide for a different place of performance.

## 7. Retention of title

The delivered goods remain the property of Model AG as reserved goods until the purchase price has been paid in full and all claims already existing from the business relationship and the ancillary claims in close connection with the delivered goods (default interest, damage caused by default, etc.) have been settled. The buyer is authorized to register a corresponding retention of title for the goods delivered according to the order confirmation in the retention of title register.

## 8. Terms of payment, offsetting, assignment

Unless otherwise agreed, the invoice amount is due without deduction upon receipt of the invoice. Discount deductions are only permitted if they have been expressly agreed in writing beforehand. If the buyer does not pay the invoice amount within 30 days after receipt of the invoice or the agreed payment date, they will be in default even without a separate reminder. If the buyer defaults, Model AG is entitled to demand default interest at the statutory rate, but at least 5% p.a. The assertion of higher damages caused by delay remains unaffected. In the event of default, Model AG is also entitled to charge a reminder fee of CHF 30 per payment reminder.

The buyer is only entitled to offsetting and retention rights if their counterclaims have been legally established, are undisputed or have been recognized by Model AG.

The buyer's claims arising from the business relationship may not be assigned without the express written consent of Model AG.

When ordering in the Model AG online shop, the buyer can use the payment options displayed in the online shop.

## 9. Affixing of marks

Model AG is entitled to affix their company, their company logo or their identification number to the goods they have manufactured in a form that does not significantly impair the design of the goods.

## 10. Condition of the goods

A specific quality of the goods delivered by Model AG is only owed if Model AG expressly agrees to specific quality features in writing. If the contract does not contain any deviating agreements, the suitability of the packaging material for direct contact with food is not owed. Model AG therefore assumes no liability for impairments to the goods or the packaged goods that are based on direct contact without an express written agreement. The goods are in accordance with the contract with regard to printing and processing if the printing result and the processing quality are within the tolerances that correspond to the respective state of the art.

Samples made available by Model AG are hand or plotter samples, which may deviate from machine production in terms of material, appearance (e.g. punched bridges, color) and processability (e.g. creasing resistances).

The buyer is aware that if the goods are processed after a long period of storage, there may be sensory impairments and external impairments such as poorer running properties, adhesion, paint adhesion and flatness. If the buyer causes the originally agreed call or delivery dates to be exceeded by more than 6 months, they accept such signs of aging as the contractual condition of the goods.

## 11. Inspection and complaints about the delivered goods

The inspection is carried out according to industry standards in the areas of quality assurance and product safety.

Deviations in quantity for individually manufactured products are permissible according to the following scale:

- Less than 1000 pieces per format  $\pm$  20%
- Over 1000 pieces per format  $\pm$  10%

Within these tolerance limits, the buyer is obliged to accept the goods and pay the full price. Quantity complaints must be made immediately upon receipt of the goods.

## 12. Liability, warranty for defects, damages, obligation to give notice of defects

The buyer must check the delivery immediately and notify the seller in writing of any complaints regarding the quantity and obvious defects in the delivery immediately after receipt of the delivery. If hidden defects do not become apparent until later, the notification must be made immediately after the defects have been noted, but at the latest before the warranty period expires. If the seller does not receive any notification of defects, the goods are deemed to have been provided in accordance with the contract. Complaints must always be documented with appropriate samples and/or photos.

Model AG is not liable for defects that are due to improper storage and/or processing of the goods by the buyer.

Model AG is not responsible for defects that are based on the fact that Model AG had to use materials specified by the buyer (such as cardboard, adhesives, paints, varnishes or printing forms). The same applies to defects that are based on the fact that the buyer has instructed Model AG to use certain third-party services.

Any declarations of conformity, quality agreements or specifications issued by Model AG do not constitute guarantees and do not constitute no-fault liability. In particular, they do not release the buyer from their obligation to check the goods for their suitability for the respective packaged goods before processing - also by carrying out appropriate analyzes.

In the event of justified complaints or notices of defects, the seller's liability is limited to replacing the complained about or defective goods free of charge. In addition, the buyer has no further claims, for example from rescission, reduction, compensation for lost profits, indirect, direct, indirect damage or consequential damage.

All warranty claims of the buyer for defects in the delivered goods (including claims for damages) expire after one year. The period begins with the delivery of the goods.

## 13. Insurance coverage

The seller has taken out public liability insurance for a reasonable amount for personal injury and damage to property and the resulting financial losses that arise in connection with their products and will present proof of insurance on request.

## 14. Privacy

The customer's personal data obtained as part of the business activity is stored, processed and used in accordance with the applicable statutory data protection regulations, namely the Federal Data Protection Act (FADP) and the EU General Data Protection Regulation (GDPR). Detailed information regarding the processing of customer data can be found in the separate data protection regulations (<https://www.modelgroup.com/ch/en/datenschutz.html>).

## 15. Force majeure

Extraordinary circumstances over which Model AG has no influence and which massively impede or make impossible the fulfillment of their contractual obligations, release Model AG from their delivery obligation. If circumstances permit, Model AG is obliged to inform the buyer of this in writing as quickly as possible.

## 16. Place of jurisdiction

The exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is Weinfelden.

## 17. Applicable law

Swiss law applies to these General Terms and Conditions and the entire legal relationship between the parties. This also applies in the case of cross-border deliveries.

Weinfelden, January 1, 2023