

General Terms and Conditions of Model AG: Overview of the changes

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, industrial ownership of work materials, intellectual property rights, title to working materials

~~Model AG retains exclusive title to~~ Intellectual property and industrial property rights ~~related to the drafts~~ designs, templates, sketches, samples, films, lithographs, ~~printing block~~ clichés, dies, ~~die moulds~~ stamps, negatives, plates, ~~pressure printing~~ rollers, printing plates, ~~moulding equipment~~ forming devices, digital data, printing cylinders, etc. (~~the "Working Materials"~~) which developed by Model AG ~~has developed~~ (hereinafter: working materials) are the exclusive property of Model AG. The buyer may not use these Working work materials without ~~an~~ prior express, ~~prior and~~ written agreement ~~stipulating~~ in which an appropriate ~~compensation for~~ usage fee is specified.

Model AG ~~accepts~~ assumes no responsibility for ~~text, image~~ texts, illustrations, graphic ~~depictions~~ representations, bar codes, etc. ~~specified by the buyer, which the purchaser has applied~~ Model AG attaches to the printed ~~material~~ matter. In particular, the ~~purchaser~~ buyer is responsible for ensuring that ~~this does not infringe on any third party~~ no rights of third parties, such as industrial property rights, copyrights, or ~~copyright law nor violate any~~ statutory or sub-statutory ~~provisions: regulations are violated.~~

Working materials ~~which that are required for the~~ to manufacture of the ~~merchandise~~ goods and ~~which that have been manufactured by Model AG has produced~~ remain ~~its~~ the property of the same, even if the buyer has contributed financially to the production costs. ~~Model AG~~ There is ~~under~~ no obligation to ~~surrender such~~ return working materials. If the buyer ~~fails to request~~ has not requested the ~~Work~~ return of working materials and data sets provided by them within two years of their last use by Model AG, Model AG ~~shall be~~ is entitled to destroy them after ~~providing~~ prior notification of the buyer ~~with notice~~.

3. Sketches, drafts and other preliminary work preparatory work

Sketches, drafts and other ~~preliminary~~ preparatory work ordered by the ~~client shall~~ customer will be charged ~~for~~ even if no ~~contract~~ order is subsequently ~~awarded~~ placed.

4. Prices

The confirmed prices are subject ~~to change as of~~ price reservation at the ~~date~~ time of delivery. VAT is not included in the price ~~does not include value added tax, which shall~~ and will be ~~invoiced~~ charged separately.

5. Deliveries

~~Deliveries with a sales value of at least CHF 350 shall be made free of~~ 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 ~~by truck to the railway station or to the domicile of the buyer. Should the buyer request expedited delivery, he/she shall bear for the additional costs for this. Model AG shall refund the calculated freight costs if the merchandise is collected from its premises. Merchandise must be collected up to three days after the buyer notifies Model AG. Thereafter, the merchandise shall be shipped to the recipient and the freight costs shall be charged. Unless agreed otherwise, deliveries shall be made on pallets at least 180 cm in height. Any deviations shall allow Model AG to pass on the costs of extra time and materials. Deliveries shall be shipped on~~ expenses incurred. Deliveries are made on standard European pallets measuring 80 x 120 cm. ~~As part of the exchange process, The buyer undertakes to return the same number of pallets and in flawless perfect condition. If it has sent 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 which has not been heeded, Model AG shall invoice the buyer with the purchase price of pallets that are not exchanged.~~

~~Delivery deadlines~~ dates are only binding if Model AG has expressly ~~issued a written guarantee to adhere to them. The~~ 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 deadline shall be deemed adhered to if the merchandise is transferred to the carrier in sufficient time that punctual delivery on time can be expected under normal circumstances.~~

~~If~~ If the delivery date is not met by Model AG, the buyer is entitled and obliged to set Model AG ~~fails to adhere to the delivery deadline, the buyer shall be obliged and entitled to set a reasonable subsequent grace period for the delivery deadline in writing for Model AG. If this subsequent deadline also expires before the merchandise is delivered. After the grace period has expired without result, the buyer can withdraw from the contract. With regard to~~ In the case of long-term or successive delivery ~~con~~ tracts, the right of withdrawal is limited to the specific delivery, unless ~~it a~~ continuation of the entire contract is no longer reasonable for the buyer ~~to continue with the entire contract.~~

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

6. Place of fulfilment performance

The place of ~~fulfilment~~ performance for ~~the~~ Model AG's delivery obligations of ~~Model AG~~ is the location of the delivering Model ~~branch that ships~~ AG plant, unless Model AG and the ~~goods; all of the provisions are laid out in~~ buyer agree on Incoterms 2010 (according to Incoterms 2020) that provide for a different place of performance.

7. Reservation Retention of ownership title

~~As goods subject to reservation of ownership, The delivered merchandise shall~~ goods remain the property of Model AG as reserved goods until the purchase price has been paid in full and all claims already existing ~~claims as part of~~ from the business relationship, ~~including any incidental and the ancillary claims in close connection with the delivered merchandise goods (default interest, damage caused by delay/default, etc.), have been settled; The buyer authorises Model AG is authorized to register its reservation corresponding retention of ownership of title for the merchandise goods delivered in line with~~ according to the order confirmation in the ~~official~~ 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 ~~amounts are due and payable without~~. Discount deductions ~~upon receipt. Cash discounts are possible~~ are only ~~if~~ permitted if they have been expressly agreed in ~~advance, in writing beforehand. If the buyer does not pay the invoice amount within 30 days after receipt of the invoice or by the agreed payment date, he will be in default without being sent a specific reminder. If the buyer is~~ they will be in default of payment even without a separate reminder. If the buyer defaults, Model AG is entitled to ~~charge~~ demand default interest at the statutory rate, ~~with a minimum rate of 5 but at least 5% p.a. The foregoing provision is without prejudice to.~~ The assertion of ~~further damage caused by default~~ 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 ~~offset claims or to~~ offsetting and retention rights if ~~his counter-claims~~ their counterclaims have been ~~conclusively upheld by a court or tribunal~~ legally established, are undisputed or have been ~~acknowledged~~ 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 ~~place its~~ affix their company ~~name, its,~~ their company logo or ~~its identification~~ their identification number ~~onto the merchandise it has produced~~ goods they have manufactured in a ~~reasonable location and in a form which that does not relevantly affects~~ significantly impair the design of the ~~merchandise~~ 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 of delivered merchandise and complaints about the delivered goods

The inspection ~~shall be~~ carried out ~~in line with the generally accepted industrial~~ according to industry standards and the guidelines of our ISO 9001 certification, BRC/IoP Quantity deviations in the areas of quality assurance and product safety.

Deviations in quantity for individually manufactured products are permissible ~~as follows:—~~ under according to the following scale:

- Less than 1000 ~~units~~ pieces per format ± 20 %
- Over 1000 ~~units~~ pieces per format ± 10 %

Within these ~~tolerance~~ limits, the buyer is obliged to accept the ~~merchandise~~ goods and pay the full price. Complaints concerning quantity ~~Quantity complaints must be made as soon as the merchandise is received~~ immediately upon receipt of the goods.

Properties of the merchandise

Model AG is only required to provide merchandise with specific properties if it ~~ex~~ expressly warrants specific features in writing. In the absence of deviating agreements in the contract, the suitability of the packaging material for direct contact with foodstuffs is not warranted. In the absence of an express, written agreement, Model AG assumes no liability for impairments to the merchandise or packaged goods resulting from direct contact.

The merchandise is deemed in conformity with the contract with respect to print- ing and processing if the print and processing quality is within the tolerances that reflect the latest state of the art.

The samples Model AG provides are drafts or plotter samples, which may deviate from the products produced on machines with respect to material, appearance (e.g. punching bridges, colour) and processability (e.g. groove resistance).

The buyer is aware that processing the merchandise after it has been stored for an extended period of time may lead to problems such as worsened run properties, adhesiveness, colour fastness and flatness. If the originally agreed release order or delivery dates are exceeded by more than six months at the buyer's instigation, he will accept any such ageing phenomena as proper conditions of the merchandise.

12. Liability, warranty for defects, compensation damages, obligation to make a complaint give notice of defects

The buyer must check the delivery immediately ~~inspect the delivered merchandise~~ and ~~identify the seller in writing of any complaints relating to~~ complaints regarding the quantity ~~and obvious defects with the seller in writing as soon as the delivery immediately after receipt of the delivery is received. If hidden defects only do not become apparent at a until later date, the buyer notification must report them as soon as it becomes aware of them, or be made immediately after the defects have been noted, but at the latest before the expiry of the warranty period at the latest expires. If the seller does not receive any notifications notification of defects, the merchandise shall be~~ goods are deemed ~~delivered~~ to have been provided in accordance with the contract. ~~Complaints relating to defects must always be filed~~ documented with ~~suitable~~ appropriate samples and/or photos.

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

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

Any declarations of conformity, quality agreements ~~on characteristics~~ or specifications issued by Model AG do not ~~represent warranties~~ constitute guarantees and do not ~~establish strict~~ constitute no-fault liability. In particular, they ~~also~~ do not release the buyer from ~~his duty~~ their obligation to ~~ensure that~~ check the ~~merchandise is suitable~~ goods for their suitability for the ~~respective~~ packaged goods ~~in question~~ before processing ~~it, including~~ also by carrying out ~~relevant analyses~~: appropriate analyzes.

In the event of ~~legitimate~~ justified complaints or ~~notifications~~ notices of defects, the seller's liability ~~of the seller shall be~~ is limited to replacing the ~~merchandise in question~~ complained about or defective goods free of charge. In addition, the buyer ~~shall have~~ has no ~~other~~ further claims, ~~such as to~~ for example from rescission, ~~reductions or~~ reduction, compensation, ~~or on the grounds of~~ for lost ~~profit or direct~~ profits, indirect, direct, indirect damage or consequential damage ~~or consequent damage~~.

All warranty claims of the buyer ~~concerning~~ for defects in the delivered ~~merchandise~~ goods (including claims for damages) ~~shall expire in~~ after one year. The ~~deadline shall commence upon~~ period begins with the delivery of the goods.

13. Insurance ~~cover~~ coverage

The seller has ~~concluded~~ taken out public liability insurance ~~policy with~~ for a reasonable ~~level of cover~~ amount for personal injury and damage to property and the resulting financial losses ~~occurring~~ that arise in connection with ~~its~~ their products; and will present proof of insurance on request, ~~it can provide evidence of this policy~~.

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/daten-schutz.html>).

15. Force majeure

Extraordinary circumstances over which Model AG has no influence and which ~~severely hinder~~ massively impede or ~~prevent~~ make impossible the ~~fulfilment~~ fulfillment of ~~its~~ their contractual obligations ~~will~~, release ~~it~~ Model AG from ~~its~~ their delivery obligation. If circumstances permit, Model AG is obliged to inform the buyer of ~~such events~~, this in writing, as ~~swiftly~~ 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, ~~Thurgau~~.

17. Applicable law

~~These~~ Swiss law applies to these General Terms and Conditions and ~~all~~ the entire legal ~~relationships~~ relationship between the parties ~~are governed by the laws of Switzerland~~. ~~The foregoing provision~~: This also applies ~~to international~~ in the case of cross-border deliveries.