

General Terms and Conditions

1. Scope of Application

These General Terms and Conditions ("GTC") form an integral part of the contract between the printing company ("Gremper AG") and the customer ("Client"), provided they have been brought to the Client's attention during the business relationship between the parties. The Client confirms being in possession of Gremper AG's GTC. Any differing terms and conditions of the Client shall only be valid if expressly accepted in writing by Gremper AG. Declarations made in text form and transmitted by electronic means shall be deemed equivalent to written form. Individual contractual agreements between the Client and Gremper AG take precedence over these GTC.

2. Quotations

Quotations that do not specify an acceptance period are binding for 60 days. Information provided in brochures, catalogues, or similar materials (physical or online) shall only be binding if expressly confirmed in the contract between the Client and Gremper AG.

3. Electronic Transmission of Data

The Client may transmit data electronically to Gremper AG. Gremper AG shall not be liable for the dispatch, transmission, or receipt of such data, nor for any resulting damages. If an order is automatically deleted by Gremper AG's IT system (e.g. spam filter), no notification shall be sent to the Client. Gremper AG may, for justified reasons, deactivate its electronic ordering system without notice (e.g. in the event of suspected viruses or third-party interference).

4. Order Confirmation and Contract

The contract shall be deemed concluded upon receipt by Gremper AG of the quotation countersigned by the Client, the electronic quotation confirmation, or the countersigned/electronic order confirmation issued by Gremper AG. The contract itself, including all ancillary agreements and legally relevant declarations, must be made in writing to be valid (emails and other written communication channels fulfil this requirement).

5. Subsequent Changes

The work performed by Gremper AG ("Work") is, subject to these GTC, conclusively listed in the order confirmation (including attachments). Any additional orders or subsequent changes requested by the Client shall only

be binding if confirmed in writing or electronically by Gremper AG ("Change Confirmation"). If the Client does not object in writing within 8 days of receipt, the Change Confirmation shall be deemed accepted without reservation. The pricing of such changes shall be governed by Clause 8.

6. Performance by Third Parties

Gremper AG may assign the performance of its contractual obligations, in whole or in part, to third parties. No approval by the Client is required, nor must the Client be notified of such assignment.

7. Assignment

The assignment of claims arising from the contract is excluded.

8. Prices

All prices are quoted net, including packaging but excluding pallets, transport containers, VAT, and any other taxes, levies, fees, or customs duties. Prices are stated in Swiss francs or in another currency agreed upon by the parties, at the current UBS AG exchange rate, without deductions. Services not listed in the contract are not included in the agreed price. Prices are subject to possible material price surcharges or collective-agreement wage increases occurring between quotation and completion of the Work. The Client undertakes to bear such additional costs (e.g. materials, labour, etc.) in full. These price adjustments do not entitle the Client to withdraw from the contract. In the event of price reductions due to order changes, Gremper AG shall no longer be bound by any previously granted discounts or rebates.

9. Additional Effort

Any additional effort caused by the Client after conclusion of the contract (e.g. waiting times, cleaning or reworking of manuscripts or data, extra processing of files, provision of reference copies, or due to defective, missing, or unsuitable materials) as well as author's corrections (text or image changes, layout modifications, etc.) are not included in the quoted prices and may be invoiced additionally after prior notice. Clause 8 applies accordingly.

10. Invoicing

Upon receipt of the invoice, the Client must examine it immediately. The invoice amount shall be deemed accepted unless the Client raises a written and justified objection within 8 days. Gremper AG will review the objection and adjust the invoice if justified.

11. Payment Terms

Payment shall be made within 30 days from the invoice date (value date on Gremper AG's account) without any deduction. Payment deadlines must also be observed if delivery is delayed for reasons not attributable to Gremper AG. The delivered Work remains the property of Gremper AG until full payment, including registration costs for any retention of title, has been received. Gremper AG may request payment guarantees and/or advance payments before or after concluding the contract. After expiry of the payment period, the Client shall automatically be in default without further reminder and owe default interest of 5 % (Art. 104 para. 1 CO) plus potential damages. In case of partial payments, any delay shall make the entire amount immediately due. Gremper AG is no longer bound by any discounts or rebates in the event of payment default. Offsetting counterclaims against Gremper AG is excluded.

12. Delivery Deadlines

Binding delivery dates are valid only if all data and materials required for production have been received by Gremper AG at the agreed time. The delivery period commences only after the contract has been concluded and the required materials have been received. If the Client delays "approval for printing" or otherwise fails to fulfil contractual obligations, Gremper AG shall no longer be bound by the agreed deadline. Preparatory work (e.g. cutting, folding, pre-gluing, collating) may be carried out at the Client's expense. Delays for which Gremper AG is not responsible (e.g. strikes, lockouts, power failures, shortage of raw materials, delayed deliveries, force majeure) shall not entitle the Client to withdraw from the contract or claim damages.

13. Place of Performance

The place of performance for both parties is the delivery location designated by the Client.

14. Transfer of Benefit and Risk

Benefit and risk shall pass to the Client upon delivery ex works (EXW 2020 – head office or production site of Gremper AG), regardless of any defects. If delivery is delayed for reasons not attributable to Gremper AG, benefit and risk shall pass at the originally agreed delivery date. Art. 376 para. 3 CO applies.

15. Data and Materials Provided

Data and materials supplied by the Client remain the Client's property. Non-usable remnants, pallets, and packaging materials shall be disposed of at the Client's expense. When supplying materials for further processing, the Client must inform Gremper AG of all relevant technical data and prior treatments. Gremper AG assumes no duty to inspect such materials. The Client is liable for damages resulting from defective material or inadequate information. The Client grants Gremper AG a non-exclusive, unrestricted, royalty-free right to use all supplied data and materials protected by copyright.

16. Working Materials and Tools

All working materials (photographs, data, typesetting, layouts, printing plates, sketches, samples, etc.) and tools (cutting dies, embossing plates, etc.) created by Gremper AG are its property. Gremper AG is under no obligation to hand them over, irrespective of any costs incurred for their production. Disclosure to third parties or copying is prohibited. All confidential documents and information provided by Gremper AG may only be used for their intended purpose. Confidentiality shall apply from the start of contract negotiations and continue beyond the termination of the contractual relationship. For any violation, the Client owes a contractual penalty of CHF 3,000 plus damages of 15 % of the quoted price; if no quotation exists, the penalty is CHF 3,000 plus compensation for material and labour costs incurred.

17. Industry-Standard Tolerances

Industry-standard variations in execution and material – especially cutting accuracy, colour fidelity, tone values, and the quality of substrates (paper, board, etc.) – are reserved (e.g. ISO standards, [guideline on technical requirements from dpsuisse](#)). Supplier tolerances automatically apply to the Client.

18. Over- or Underdelivery

Over- or underdeliveries of up to 10 % of the ordered quantity (up to 20 % for custom materials) shall not be subject to complaint. Unless a lump sum was agreed, the quantity actually delivered shall be invoiced.

19. Call-off Orders

Additional costs arising from storage and financing of materials and labour for call-off orders shall be borne by the Client.

20. Deliveries and Packaging

Pallets and transport containers shall be exchanged or invoiced at cost if not returned in good condition, carriage paid, within 4 weeks. The heavy-vehicle road tax (LSVA) shall be shown separately on the invoice as a cost surcharge.

21. Notice of Defects

The Client must inspect the Work upon delivery. Any complaints regarding quality or quantity must be submitted in writing within 8 days; otherwise, the delivery shall be deemed accepted and warranty rights forfeited.

22. Warranty Rights

Gremper AG may, at its discretion, remedy defects by repair, replacement with goods of the same kind, rescission, or reduction. Further claims by the Client are excluded.

23. Storage and Archiving

Interim storage of working materials (semi-finished or finished goods) is subject to a fee. Gremper AG has no obligation to archive any supplied data, materials, working materials, or tools unless expressly agreed in writing; such archiving is at the Client's risk.

24. Third-Party Rights

By entering into the contract, the Client confirms holding all necessary reproduction, distribution, trademark, and related rights for copyrighted works (images, texts, samples, etc.), including stored data for reuse. The Client is responsible for ensuring that no personal rights are infringed by the Work. The Client undertakes to defend Gremper AG against any claims related to infringement of third-party rights (copyrights, trademarks, personality rights, patents, trade secrets, etc.) and to indemnify Gremper AG for all damages, expenses, and costs arising therefrom.

25. Limitation of Liability

Gremper AG accepts no liability for linguistic, grammatical, or content errors, or for legal violations (as per Clause 24) in the data and materials provided by the Client. Gremper AG shall not be liable if supplied data cannot be processed normally and this leads to quality issues. Gremper AG shall not be liable for loss of data or materials provided by the Client. Liability is excluded unless the

Client proves that a defect is due to defective material or workmanship by Gremper AG. Liability ceases if the Work is modified by the Client or third parties or if the Client fails to take measures to mitigate damages. Gremper AG is not liable for wear or improper use. The Client must check and approve proofs and samples; Gremper AG is not liable for errors overlooked by the Client. Telephone corrections must be confirmed in writing within 24 hours. If the Client waives submission of proofs, the risk lies with the Client. Gremper AG is liable only for intent or gross negligence; liability for auxiliary persons, chance, and force majeure is excluded. The Client may not claim indirect, consequential, or third-party damages, or loss of profit. The warranty period shall neither be extended nor restarted by the provision of warranty services.

26. Severability Clause

Should any provision of these GTC be invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. The invalid or unenforceable provision shall be interpreted or supplemented to achieve as closely as possible the intended purpose.

27. Amendment of the GTC

These GTC may be amended at any time, in whole or in part, by Gremper AG. The Client shall be informed appropriately of any substantial amendments made after conclusion of the contract. Unless the Client objects in writing within 30 days of notification, the amendments shall be deemed accepted. The new GTC replace all previous versions in full.

28. Jurisdiction

All disputes arising from the relationship between the Client and Gremper AG shall be subject to the ordinary courts at the registered office of Gremper AG. Swiss law shall apply, excluding the conflict-of-law rules of the Swiss Private International Law Act (IPRG) and the UN Convention on Contracts for the International Sale of Goods (CISG).

These General Terms and Conditions apply to all contracts concluded on or after 1 July 2023.

Basel, 14 August 2025
Gremper AG



Cilgia Gremper, CEO