

General Terms and Conditions

1. Application

bc medien ag provides all of its services exclusively on the basis of these General Terms and Conditions (GTCs). Differing provisions shall not be binding unless set out in writing.

2. Offer and conclusion of contract

Price calculations of quotations made by bc medien ag shall be based on complete documents and files suitable for calculation purposes, as well as on binding, clearly specified content, status and dimension information. Any quotation made on the basis of imprecise information or information that is not yet available shall be regarded as a non-binding estimate.

3. Subject matter of contract

bc medien ag undertakes to complete the work set out in the purchase order and the customer undertakes to pay the price quoted and confirmed by bc medien ag.

4. Pricing and invoicing

Unless stated otherwise, the prices indicated in the order confirmation include packaging and shipping for delivery within Switzerland, and VAT at the statutory rate.

The prices indicated are in accordance with the deliverables and services agreed in the contract. Costs that are incurred as the result of subsequent change requests by the customer will be invoiced separately.

Additional 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 revision of print masters and manuscripts, additional processing of data media or text/image data as well as inferior documents, missing or poorly-reproducible documents) shall result in additional charges being applied. Author's corrections (subsequent changes to text, photos, make-up and the like) are not included in the quoted price and will be invoiced separately according to the time spent on completing the tasks.

The shipping costs include a single shipment to the delivery address in Switzerland indicated by the customer. The customer will be additionally charged at cost for differing shipment options.

Any pallets, containers and boxes used for delivery will be exchanged or billed at cost where they are not returned, carriage prepaid and in good condition, within four weeks of receipt of the delivery.

5. Sketches, drafts and samples

bc medien ag will invoice sketches, drafts, originals and photographic works created by it, even if a corresponding print job is not placed.

6. Delivery and completion time

The delivery times indicated apply only to deliveries within Switzerland. Unless indicated otherwise, the stated delivery times shall not constitute fixed dates. Delivery times are indicated in business days, and shall begin after sending the order confirmation – or in credit transactions upon receipt by bc medien ag of the order confirmation signed by the customer – on the business day on which all of the files and documents (images, texts, manuscripts or data media) required for production and any requisite approval-to-print are received by bc medien ag by no later than 4 p.m. (for orders "1-2 business days": by 11 a.m.).

Where the customer has selected the C.W.O. payment option, the order will not be carried out until payment has been received. Where bc medien ag has not agreed to render performance in advance, it shall not be obligated to effect delivery until it has received payment.

The delivery time shall be deemed to have been observed if the goods have been despatched from bc medien ag or notification for readiness for despatch has been given before the expiry of that time.

Where the agreed delivery time cannot be adhered to by bc medien ag, the customer shall first set a reasonable grace period in writing. In the event that the grace period expires without any success, the customer shall only have the option of withdrawing from the contract or continuing to demand fulfilment. bc

medien ag shall not be liable in any event for any loss or damage caused by any such delay or for any interest in fulfilment on the part of the customer.

bc medien ag shall not be held accountable for delays in the delivery of goods or provision of services resulting from force majeure or other circumstances that make such delivery or provision difficult or impossible for bc medien ag (including, but not limited to, strikes, lockouts, actions by government authorities and other unforeseen impediments), are beyond the control of bc medien ag and can be provably shown to have a material impact on the completion or delivery of the goods or provision of services, also where they occur at suppliers of bc medien ag or their subcontractors, also in the event this impacts contractually agreed and binding delivery dates. They shall entitle bc medien ag to postpone delivery and/or performance by the duration of the impediment in addition to an appropriate lead time, or to withdraw from the contract in whole or in part on account of the as yet unfulfilled part. Where the aforementioned circumstances render performance impossible, bc medien ag shall be released from its obligation to render performance. bc medien ag shall notify the customer of any such impediments immediately.

7. Delay in acceptance

Where the customer does not take delivery of the goods within a reasonable period of time after being notified of their completion, bc medien ag shall be entitled to invoice the goods and to store them on its premises or at a third-party location at the customer's expense and risk.

8. Passage of risk

The risk of the accidental loss or deterioration of the goods shall pass to the customer upon transfer of the consignment to the entity designated to carry out shipping, however no later than upon the departure of the goods from bc medien ag. This shall apply irrespective of which party assumes the shipping costs, also where transport is carried out by bc medien ag's personnel. Where the goods are ready for despatch and despatch is delayed, or acceptance is delayed, for reasons beyond bc medien ag's control the risk shall pass to the customer upon receipt of the notification of readiness for despatch by the customer.

If requested by the customer, the consignment will be insured by bc medien ag against insurable risk and damage, the costs for this to be assumed by the customer.

9. Print files, duty to inspect

bc medien ag will in principle carry out all print jobs on the basis of the print files provided by the customer. These files are to be provided exclusively in accordance with the formats and specifications stated in the information for customers. Error-free printing cannot be guaranteed where other file formats are provided or other specifications are followed.

The customer is obligated to carefully check the print files prior to providing them to bc medien ag to ensure that they are suitable for the print job to be carried out. bc medien ag will not do any checking of the print files. bc medien ag will assume no responsibility for faulty or incomplete files or file content supplied by the customer. The customer, and the customer alone, shall assume the risk of any errors in the printed materials as the result of faulty or defective print files.

bc medien ag will assume no liability for the linguistic particulars or syntax of the documents that are provided to it by the customer.

Formats other than those indicated in the information for customers will also be processed at the customer's express request, where this is technically feasible. bc medien ag shall not be held accountable for errors that might occur by virtue of converting files to formats that bc medien ag can process. The customer warrants that they will assume the risk posed by any conversion.

Where print files are not provided in CMYK format, bc medien ag may convert them. However, colour deviations may occur in the conversion of RGB files or ICC colour profiles that depart from the original. The liability for any such colour deviations shall lie exclusively with the customer. When providing print files in a format other than CMYK format the customer expressly warrants that conversion will be done at their, the customer's, risk.

Any printing material procured by the customer shall be delivered to bc medien ag franco domicile. However, the customer shall be liable for any damage that might result from the lacking suitability of this material (quality and quantity). This shall also include the storage of the material at the customer's expense and risk.

10. Complaints and claims

The goods are to be examined immediately upon receipt. Any obvious defects in the goods supplied shall be notified to bc medien ag within five business days of receipt.

Customary deviations in terms of materials and execution, in particular in terms of cutting accuracy, faithfulness of reproduction, tonal values and quality of print substrate (paper, cardboard, etc.) may occur. Where tolerances are imposed upon bc medien ag by its suppliers they shall also apply to the customer.

No claims may be raised that are based solely on the circumstance that the customer did not follow the requirements applicable to print files. This applies in particular to printed matter that is based on RGB colours in which the resolution is too low or in which fonts were used that were not embedded.

Slight variations in colour shall not constitute a defect. This shall also apply to variations in colour departing from a previous print job that was carried out by bc medien ag.

Customary short or excess quantities up to 10% of the print run ordered must be accepted by the customer where this is reasonable in an individual case. Invoicing is based on the actual quantity supplied.

11. Warranty

Where the goods supplied are defective or lack warranted characteristics, bc medien ag shall – at its discretion and to the exclusion of any other remedies – have the option of providing a replacement to the customer, rectifying the defects or appropriately reducing the purchase price. Where bc medien ag lets a grace period granted to it lapse without furnishing a replacement or rectifying the defect, or where rectification fails, the customer may, to the exclusion of any other remedies, withdraw from the contract or demand an appropriate reduction in the purchase price. bc medien ag will assume the same liability for replacement deliveries and rectification work as for the original goods.

The limitation period for all claims for defects in goods that are not designated for the customer's own personal use or that of their family shall amount to ninety days.

12. Limitation of liability

bc medien ag will treat the manuscripts, files, originals, photographs etc. provided to it and the printed matter stored on its premises or other items received by it with reasonable care. Any further risks shall be borne by the customer.

bc medien ag shall be liable only in respect of damage that has arisen in the delivered items (direct damage). It shall not be liable for damage not exhibited by the delivered goods themselves (indirect damage). In particular, it shall not be liable for lost profit or other financial loss sustained by the customer. In any event bc medien ag shall be liable only for damage or loss that is attributable to wilful or grossly negligent conduct. Liability shall be limited to the value of the order.

Where the liability of bc medien ag is excluded, this shall also apply to the personal liability of its staff, employees, self-employed associates, representatives or vicarious agents.

13. Property rights, copyright and right of reproduction

The copyright to creative and design products and services is based on statutory provisions. Any other use than that agreed in the contract shall be subject to bc medien ag's express consent.

This shall be without prejudice to any property rights to material and copyright of the customer. However, the customer shall not be entitled to demand that the material provided by them is retained or surrendered.

The customer warrants that they own all the usage, distribution and publication rights to the material provided by them, particularly in respect of the text and image material. The customer, and the customer alone, shall be liable for any infringement of the proprietary rights of third parties and shall be solely responsible for ensuring that the content of their printed matter does not violate any applicable laws of Switzerland. This shall also apply to archived data and its reuse. The customer shall hold harmless and indemnify bc medien ag from any claims raised on account of the infringement of third-party rights, including, but not limited to, copyright infringement by virtue of the use of material provided by the customer.

The work product created by bc medien ag (photographs, data media, type matter, assemblies, printing plates, etc.) and tools and dies (cutting dies, embossing plates, print carriers, etc.) shall remain its property.

14. Retention of title

bc medien ag reserves title to all items supplied by it until all outstanding amounts under the contract have been paid in full. It shall be entitled to have this retention of title entered in the reservation of ownership register.

The customer shall be authorised to resell the goods in the ordinary course of business. However, the customer undertakes to assign to bc medien ag all claims for receivables in the amount of the outstanding invoiced total

(including VAT) due from its customers from onward sale to same. bc medien ag may demand that the customer make known to it these assigned receivables in writing, provide all information required for collection, make available the corresponding documents at the customer's expense, and inform the debtors of the assignment.

15. Execution of orders by third parties

bc medien ag shall not be obligated to carry out the customer's orders itself but may have the orders carried out by third parties (subcontractors).

16. Make-and-hold orders

In the case of make-and-hold orders, any additional costs arising for warehousing and interest on the capital tied up in the order (labour and materials) shall be borne by the customer.

17. Storage and archiving

Digital files and other items required for reuse and finished and semi-finished products will not be stored by bc medien ag beyond the delivery date, nor will they be sent to the customer.

bc medien ag shall not be subject to any archiving obligation in respect of work materials (files, etc.). Where archiving is additionally explicitly agreed, this will be done at the customer's risk and charged separately. Any and all liability on the part of bc medien ag for the loss of or damage to files and other work materials shall be precluded to the extent permitted by law.

18. Due date for payment and set-off

Unless specified otherwise in the order confirmation, the final price shall be payable immediately upon the conclusion of the contract.

The payment transaction costs shall be assumed by the customer. The customer may only offset claims that are not in dispute or that have been established legally (have become *res judicata*). The customer shall have the right of set-off only to the extent that their counterclaim is based on the same contractual relationship.

19. Applicable law, place of jurisdiction, severability

These Terms and Conditions and all legal relations between bc medien ag and its customers shall be governed and construed exclusively in accordance with Swiss law, to the exclusion of the conflict of law rules of Swiss private international law and of the United Nations Convention on the International Sale of Goods (CISG).

The place of jurisdiction for all disputes arising from the contractual relationship with the customer shall be the courts at the registered office of bc medien ag. However, bc medien ag shall be entitled to bring action against the customer at any other venue provided for by statute. This shall be without prejudice to peremptory legal provisions concerning the place of jurisdiction for disputes.

If any provision of these Terms and Conditions or any provision in the context of another agreement shall prove void or unenforceable, whether in whole or in part, it shall not in any way or manner affect the validity or enforceability of any other provisions or agreements.

Münchenstein, Switzerland, in August 2015