

General terms and conditions

1. Area of application

These terms and conditions ("GTCs") are an integral part of the Contract between the company from the graphics industry ("COMPANY") and the orderer ("ORDERER") if ORDERER has been notified of them during the contractual relationship between the parties. ORDERER confirms being in possession of the GTCs of COMPANY. Deviating terms and conditions of ORDERER shall only be valid if they have been explicitly accepted by COMPANY in writing. Declarations in text form that are communicated via electronic media are equivalent to the written form.

2. Offers

Offers that contain no acceptance period are binding for 60 days.

3. Electronic transfer of data

ORDERER may transfer data electronically to COMPANY. COMPANY accepts no liability for the sending, communication and receipt of data or any resulting damages. If an order is automatically deleted by the IT system of COMPANY (e.g. by a spam filter), there will be no notification made to ORDERER. COMPANY may switch the electronic order system offline on reasonable grounds without informing ORDERER (e.g. if there is suspicion of viruses, interference by third parties etc.).

4. Order confirmation and Contract

The Contract shall be concluded upon receipt by COMPANY of the offer or electronic order confirmation countersigned by ORDERER, or the countersigned or electronic order confirmation.

5. Contract/subsequent changes

The work of COMPANY ("WORK") is, subject to these GTCs, conclusively listed in the order confirmation (including attachments). Subsequent additional orders or changes to the orders by ORDERER will be confirmed by COMPANY in writing or electronically and shall become binding ("AMENDMENT CONFIRMATION"). If there is no written objection by ORDERER, the AMENDMENT CONFIRMATION will be deemed accepted unconditionally within 8 days.

6. Prices

All prices are net, including packaging, excluding pallets and transport containers, in Swiss francs or in the other currency selected by the parties at the current note rate (UBS AG), without any deductions. Unless agreed otherwise, the price includes delivery to a location within Switzerland.

Prices are subject to possible increases in material prices or wage increases in accordance with collective employment contracts that occur between the time of the offer and the finalisation of the WORK. ORDERER will be obliged to pay, in full, the corresponding additional costs (i.e. material costs, labour costs etc.) as well as the originally agreed price. The price adjustment resulting from the change will not entitle ORDERER to withdraw from the Contract.

7. Additional expenses

Additional expenses caused by ORDERER after the conclusion of the Contract (such as additional waiting times, template and manuscript correction or review, additional processing of data carriers or text/image files, file copies for clients and defective or missing documents, or documents not suitable for transfer etc.) and author corrections (subsequent text changes, picture adjustments, changes to breaks and the like) are not included in the prices offered and will be charged additionally without an AMENDMENT CONFIRMATION being given.

8. Invoicing

ORDERER must check invoices promptly upon receipt. The invoice amount shall be deemed acknowledged if ORDERER does not object to it within 8 days of receipt of the invoice, in writing and with justification. COMPANY will assess the objection and adjust the invoice accordingly, if it deems the objection to be justified.

9. Payment terms

Payment of the invoice amount must be carried out within 30 days (value date in the account of COMPANY) of the invoice date, with no deductions. In the event of an entry of a reservation of title in the register of Reservations of Title, the supplied WORK will remain the property of COMPANY until the receipt of payment of the invoice amount, including the costs of the entry. Before and after the conclusion of the Contract, COMPANY may request payment guarantees and/or advance payments. Upon the expiry of the respective payment deadline, ORDERER will have defaulted without reminder and will owe COMPANY default interest at a rate of 5% (Art. 104, Sect. 1 of the OR [Code of Obligations]). ORDERER may not set-off payments to COMPANY with applicable counterclaims (set-off prohibition).

10. Delivery terms

Firmly assured delivery terms apply only if the data and objects necessary for the creation of the WORK (image and text templates, manuscripts and data, goods ready for printing, graphic products, raw materials, goods for execution etc.) ("DATA" and "OBJECTS") reach COMPANY at the agreed point in time. Agreed delivery terms begin with the conclusion of the Contract (see Fig. 5) AND the receipt of the DATA and OBJECTS by COMPANY, and end upon the completion of the WORK. If the goods for printing or goods for execution are not provided within the fixed period, COMPANY shall no longer be bound by the agreed delivery terms. In print media processing, the goods for execution shall be the equivalent of binding authorisation. COMPANY may carry out preparation work (cutting, folding, pre-adhesion, collation etc.) for a fee, independent of the goods for execution.

If the fixed delivery term is exceeded or the delivery date is not observed, and COMPANY is not at fault (e.g. in the event of malfunctions caused by work stoppage or strike, lockout, power cuts, lack of raw material, late material delivery and all instances of force majeure), ORDERER will not be entitled to withdraw from the Contract or hold COMPANY responsible for any damage suffered.

11. Place of performance

The place of performance for both parties is the location stated by ORDERER for the delivery.

12. Risks and rewards

Risks and rewards for the WORK shall be passed on to ORDERER upon transfer to ORDERER at the place of performance, independent of any work deficiencies.

13. Data and objects supplied

The DATA and OBJECTS supplied by ORDERER for the creation of the WORK shall remain the property of ORDERER. Test sheets, pallets and packaging material of the objects of ORDERER that can no longer be used will be disposed of at the expense of ORDERER.

Should ORDERER provide material for further processing, it must make COMPANY aware, without being asked to do so, of all technical specifications and prior pre-treatment of the material. COMPANY is under no obligation to inspect the material provided by ORDERER. ORDERER shall be liable for any damages caused to COMPANY due to material defects and/or inadequate information. COMPANY shall not be liable for the accidental destruction of DATA and OBJECTS that ORDERER has provided.

The work documents created by COMPANY (photographic shots, data, sets, installations, printing plates, sketches, templates etc.) ("WORK DOCUMENTS") and tools (cutting dies, embossing plates etc.) ("TOOLS") are the property of COMPANY. There is no obligation for COMPANY to surrender WORK DOCUMENTS and TOOLS, regardless of the costs payable for their production.

The disclosure of WORK DOCUMENTS of COMPANY to third parties, and the production or transfer of copies, is prohibited. For each infringement, ORDERER shall be obliged to pay a contractual penalty of 3,000.00 CHF plus compensation for damages to the amount of 15% of the quoted work price. If no quote has been provided, the contractual penalty of 3,000.00 CHF plus compensation for the costs incurred by COMPANY (material and labour) shall apply.

14. Allowances customary in the industry

Deviations customary in the industry in execution and material, in particular cut accuracy, fidelity to the original in reproduction, tonal value and quality of the print medium (paper, cardboard etc.) remain reserved (in particular ISO standards and viscom tolerances in accordance with the supplementary documents, obtainable at www.viscom.ch). If allowances are imposed on COMPANY by suppliers, these shall apply without further ado to ORDERER.

15. Excess or minimum supply

Excess or minimum supply of up to 10% of the ordered quantity – up to 20% in the case of extra production of material – may not be disputed. The effectively supplied quantities will be invoiced, subject to an agreed flat fee.

16. Orders on demand

Additional costs accrued for orders on demand for the load put on the storage facility and the return on the capital bound in the order (work, material) shall be at the expense of ORDERER.

17. Deliveries, packaging

Pallets and transport containers will be replaced or invoiced at cost price if they are not sent back within 4 weeks of receipt of the dispatch, in good condition and carriage paid, to COMPANY. The performance-related heavy vehicle charge (LSVA) as a tax proportion will be clearly indicated as a separate surcharge on deliveries on the invoices.

18. Notice of defects

The WORK of COMPANY must be inspected upon delivery at the place of performance. Any objections regarding quality and quantity must be made within 8 days at the latest after delivery by COMPANY, otherwise the delivery will be considered accepted and defect rights forfeited.

19. Defect rights

COMPANY may remedy defects, at its own discretion in each case, in whole or in part by subsequent improvement and/or replacement with defect-free goods of the same type, by rescission or by reduction. Further claims by ORDERER are excluded.

20. Storage and archiving

The temporary storage of WORK DOCUMENTS, in particular semi-finished products and complete items, is subject to a fee. There is no obligation for COMPANY to archive DATA and OBJECTS provided, WORK DOCUMENTS and TOOLS. If the archiving of provided DATA and OBJECTS, WORK DOCUMENTS and TOOLS is specifically contractually arranged, the archiving shall take place at the risk of ORDERER.

21. Rights of third parties

ORDERER confirms with the conclusion of the Contract that it has all the necessary reproduction rights, distribution rights, trademark rights etc. for copyright protected WORKS (image and text templates, models etc.). This also applies for stored archive data and its reuse.

ORDERER shall be liable for the safeguarding of personality rights that may be affected by the WORK. ORDERER is obliged to defend ORDERER against all types of claims due to violation of the rights of third parties (copyrights, trademark rights, personality rights, patent rights, trade secrets etc.), should these be asserted in connection with the creation of the WORK. ORDERER will compensate COMPANY for any compensation for damages and any other costs, expenses or expenditure incurred by COMPANY in its defence against these claims.

22. Limitations of liability

COMPANY accepts no liability in particular for language features, grammar, syntax, content errors, incompleteness, or infringement of rights in accordance with the above Fig. 21 in the DATA and OBJECTS passed on to COMPANY. Any liability will also be rejected if DATA provided cannot be processed or used as standard and qualitative defects in the WORK thus occur. COMPANY accepts no liability for the loss of supplied DATA and DATA to be further processed. ORDERER is obliged to check the inspection and test documents sent to it before the finalisation of the order (test prints, proofs, design templates, packaging, copies, files etc.) for errors and send them back within the agreed time period, with the personally signed goods for print or goods for execution and any correction instructions. COMPANY is not liable for errors missed by ORDERER. Corrections and changes instructed over the telephone must be confirmed by ORDERER within 24 hours in writing, otherwise no legal validity can be deduced. Should ORDERER fail to submit inspection and test documents, it shall bear the risk.

In addition, ORDERER may only assert claims for compensation for damages in the event of intent or gross negligence of COMPANY. COMPANY completely excludes the contractual and non-contractual liability for the conduct of its auxiliary personnel. ORDERER may not assert claims to COMPANY for indirect damages or consequential damages caused.

23. Place of jurisdiction

For the judgement of any disputes arising from the relationship between ORDERER and COMPANY, the ordinary courts at the location in which COMPANY is based are responsible; Swiss law applies, with the exclusion of the conflict-of-law provisions of the Swiss law on the international private law of Switzerland (IPRG) and the Vienna sale of goods law (CISG).

Accompanying documents (available at www.viscom.ch):

viscom, Technische Anforderungen und Toleranzwerte für die Printmedienverarbeitung
[Technical requirements and tolerance values for print media processing] (2016)
viscom, Leitfaden und Definitionen der Annahmetoleranzen
[Guidelines and definitions of the acceptance tolerances] (2016)

viscom swiss print & communication association, Bern
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