

General Terms and Conditions (GTC) of UNIGRAPHICA AG

1. Applicability of the GTC

These GTC apply for all business relations between UNIGRAPHICA AG and its customers in the current wording, which can be looked up at the website of UNIGRAPHICA AG (www.unigraphica.com). Any covenants in individual agreements or any changes to these GTC shall remain reserved and need to be made in written.

Any conflicting GTC of the customer only apply if they are accepted in writing by UNIGRAPHICA AG.

2. Contract conclusion and offers

- (a) Contracts with UNIGRAPHICA AG come to existence as soon as the customer's order has been confirmed in writing by UNIGRAPHICA AG and thereby is accepted.
- (b) Offers by UNIGRAPHICA AG in prospects, brochures, advertising material etc. as well as the warranted data – such as weight, quality, mass, features and performance – are only binding if UNIGRAPHICA AG validates them. Furthermore are side-agreements without any validity.
- (c) Obvious errors in offers or obvious errors in calculation or spelling shall not be binding and can be amended.

3. Prices

The prices of UNIGRAPHICA AG are calculated according to the conditions of the price list valid on the day of delivery and – if there is nothing other arranged – EXW exclusive packing, freight, customs and transport insurance. If the delivery is free it includes the regular costs of a truck to the customer's business but not the unloading from the truck. Unloading and transport to the assembly area is up to the customer.

On the basis of explicit demand of the customer and on his charge UNIGRAPHICA AG will send an assembly operator to supervise the unloading, based on the current assembly conditions, which can be looked up at the website of UNIGRAPHICA AG (www.unigraphica.com).

If additional costs unforeseeable by UNIGRAPHICA AG at the time the contract is entered into are caused by third parties, such as freight charges, taxes, or fees, UNIGRAPHICA AG may increase the price by a maximum of 10 %, even if goods are delivered free and/or customs paid. Price increases by more than 10 % shall only be admissible if provided for in the individual contract.

4. Terms and conditions of payment

All payment arrangements must be explicitly arranged in the contract. Anticipated half of the price is due at conclusion of contract. The other half is due at receipt of invoice and the message that the goods are ready for shipment.

Place of payment is the place of business from UNIGRAPHICA AG in Ruggell, Liechtenstein.

The UNIGRAPHICA AG is able to withdraw from the contract or demand reasonable security in case of major changes in the financial situation of the customer or if UNIGRAPHICA AG – for reasons not attributable to it – learns from such changes not before conclusion of contract.

In case of default the customer will be charged without any reminder default interests 3 % higher than the current discount rate in Switzerland.

5. Delivery dates

Terms of delivery start at the receipt of the customer's order confirmation and when down payment is made and after possible necessary documents such as drawings and patterns are received.

Delivery dates are only binding for the UNIGRAPHICA AG if they are explicit and written warranted by UNIGRAPHICA AG. Possible damage claims against UNIGRAPHICA AG as a consequence of expiry of the delivery date are excluded if UNIGRAPHICA AG has not warranted these dates. In case of delivery delay the customer must set a reasonable additional period to UNIGRAPHICA AG to fulfil. If that additional period expires unsuccessfully, the customer may withdraw from these parts of the contract, which have not been ready for shipment at the expiry of the additional period.



In case of delivery delay, which is not caused by UNIGRAPHICA AG, UNIGRAPHICA AG may also be able to withdraw from the whole contract or those parts not fulfilled yet. In case of delivery delay due to the wish or the fault of the customer the goods are stored at the customer's own risk and cost.

If ordinary negligence of the UNIGRAPHICA AG leads to delivery delay or delivery failure possible damage claims against the UNIGRAPHICA AG are excluded. For damage claims as a result of delivery default UNIGRAPHICA AG is only liable to the amount of EUR 60'000.-.

6. Fulfilment of contract and transfer of perils

- (a) The order confirmation is decisive for the extent and execution of supplies and services realized by UNIGRAPHICA AG.

The UNIGRAPHICA AG reserves himself the right to change execution of delivery and service if they are reasonable for the client and in their interest. Packing, dispatch and means of transport are selected by UNIGRAPHICA AG if nothing else is agreed.

Place of fulfilment for supplies and services of UNIGRAPHICA AG is the place of business from UNIGRAPHICA AG in Ruggell, Liechtenstein.

- (b) In any case, use and risk of the goods is transferred to the customer, regardless of the right of proprietary, when the goods are handed to a forwarder or delivery company and at the latest when the goods leave the warehouse. Only at explicit agreement in the contract of purchase UNIGRAPHICA AG shall insure the goods against damages in transit.

7. Reservation of proprietary rights

The delivered products shall remain our property and title shall not pass to the customer until all open liabilities of the customer have been fully paid for.

The customer is obligated to insure all goods, which are in the proprietary of UNIGRAPHICA AG against all possible risks in full amount. On demand of UNIGRAPHICA AG the customer has to furnish proof of the concluded insurance.

The customer does not encumber the goods with any rights of third parties until the purchase price and all ancillary claims have been paid in full. Should third parties intend to attach the goods or assert other rights, the customer shall inform UNIGRAPHICA AG forthwith. In countries in which the validity of any reservation of proprietary rights is subject to certain requirements, the customer shall ensure that these are met and cooperate in meeting them.

8. Force majeure

The UNIGRAPHICA AG is not responsible for nonfulfillment of one or more obligations if it is caused by an event for which UNIGRAPHICA AG is not liable for or which she reasonably could not predict, avoid or abolish. This also applies if force majeure eventuates at suppliers or sub-suppliers. UNIGRAPHICA AG is allowed to postpone the delivery or service for an adequate time or to withdraw from the not yet complete fulfilled contract in a whole or particular.

The circumstances which release UNIGRAPHICA AG from their liability are such as: strikes (comprehensive or partial), lockout, interruption or disruption by our haulage services, war, embargos on in- or exports, traffic blockings and so on.

9. Defects and guarantee

- (a) If no specific acceptance procedure is arranged, the customer has to check the product himself and notify in writing about the deficiency. If the customer neglects the notification within ten days after delivery, the delivery and services of UNIGRAPHICA AG count as free from defects and therefor approved.

If the elimination of possible defects has been tried without acknowledge or agreement of UNIGRAPHICA AG, UNIGRAPHICA is not liable for their replacement respectively their elimination. UNIGRAPHICA AG reserves his right to refrain from replacement deliveries and may instead withdraw from the contract and refund the purchase price. The time for a possible mending of defects shall be granted by the customer free of charge.

- (b) Any warranty on the part of UNIGRAPHICA AG for defects and damage caused by natural wear, incorrect or negligent treatment, excess load, unsuitable means of operation, defective construction work, soil unsuitable for construction, and chemical, electrochemical or electrical influence shall be excluded.



UNIGRAPHICA AG will only assume warranty for used goods as agreed by special written agreement

Replaced goods are proprietary of UNIGRAPHICA AG. With parts and machines from external suppliers, UNIGRAPHICA AG reserves his right to forward any claims against the supplier.

- (c) By the way, only the terms and conditions shall apply that UNIGRAPHICA AG has entered into with the sub-supplier.
- There shall be no claims for damages in any event as a result of defects for which UNIGRAPHICA AG is not responsible for. UNIGRAPHICA AG shall also not be liable for damage consequential to defects.

10. Liability and limitation

- (a) The customer explains herein his abstinence of any claims against UNIGRAPHICA AG and/or against her insurance, which exceed the limits of liability in this GTC. He ensures as well, that this applies as well for his own insurance and any third parties, which are in a contractual relationship with him.
- (b) For ordinary and average negligence are any kind of damage claims against UNIGRAPHICA AG excluded.
- (c) For direct damage the UNIGRAPHICA AG is only liable to the extent of EUR 60'000.-. UNIGRAPHICA AG is not liable for any other damages such as loss of profit, loss of production, and any other indirect damages or for damages as a result of machined items.
- (d) These limits of liability also apply for supplier, auxiliary persons and assistants of UNIGRAPHICA AG.
- (e) All titles against UNIGRAPHICA AG fall under the statute of limitations after one year if this GTC does not provide shorter limitations.

11. Duty to inform

UNIGRAPHICA AG and its customers shall point out to each other mutually and in time any special technical requirements as well as legal, administrative, or other rules at the destination as far as these are of importance for the properties and the use of the products. In addition, the parties shall inform each other in time on obstacles that might endanger performance as agreed or which might lead to inexpedient solutions.

12. Severability clause

If any of these regulations are not potent or performable it does not touch the validity of the other regulations in this GTC. The ineffective or impracticable regulation is to replace with a comparable regulation. The same applies for lacks in contract.

13. Place of jurisdiction

Any legal relationships between UNIGRAPHICA AG and its customers shall be exclusively subject to Liechtenstein law. Place of jurisdiction is Vaduz.

Status: 31 of January 2017