



## Valecom AG – Standard Terms and Conditions

### 1. Standard terms

- 1.1. These standard terms and conditions of sale ("TCS") form an integral part of the agreements for delivery of goods and services ("the Contract") between the customer and Valecom AG, Sihleggstrasse 23, 8832 Wollerau ("Valecom").
- 1.2. By submitting an order, the customer declares that it agrees to the TCS and to all the terms set forth on the order form. Unless otherwise mutually agreed in writing the order is deemed to be accepted by Valecom upon submitting the order by the customer to Valecom and the Contract is thereby deemed concluded and legally binding.
- 1.3. The TCS apply unless a variation to the TCS has expressly been agreed in writing by both Parties.

### 2. Goods and services provided by Valecom

- 2.1. The scope of supply of any Contract is limited to the supply of goods and services agreed in writing between Valecom and the customer, containing supplies of products only (ie. MemoStick, MemoScent, etc.), the marketing of the products in any specific medium, the technical application as well as the provision of full services to a campaign, including, but not limited to consultancy and execution of the campaign ("Services").
- 2.2. The Services are provided based on and subject to any information received from customer or any third party in the name of the customer (e.g., pdf templates, samples, material requirements etc.).
- 2.3. Valecom shall perform its services in good faith, on the basis of the documents and information received and based on media and market research data available. Valecom excludes any liability for the completeness or correctness of such documents, information or data. Valecom assumes no liability at all for success or achievement of any kind of a campaign (e.g., advertising effects, market success etc.).

### 3. The customer's cooperation

- 3.1. The customer shall provide Valecom in due time with all artwork, models, materials, information, infrastructure and personnel resources required for the performance of the Services.
- 3.2. The customer shall bear the consequences of any breach of the duty to cooperate set forth herein.

### 4. Delivery and delivery terms

- 4.1. The agreed delivery dates are binding subject to customer's cooperation and receipt of the necessary documents on time.
- 4.2. Failure to maintain any dates e.g., for delivery, application, issue date, does not entitle the customer either to withdraw from the Contract or to claim compensation in so far as the delay has not been caused by Valecom's willful acts or omissions (e.g., in case of force majeure, operational failures, failure to perform by one of Valecom's suppliers).

### 5. Acceptance check

Customer must inspect the Services provided by Valecom immediately upon receipt. The customer must report any defects in writing within 2 days of receipt of the Services, failing which the Services are deemed accepted.

### 6. Warranty and limitation of liability

- 6.1. Valecom shall perform the Services with due care.
- 6.2. The warranty period is 1 month and commences on the date of delivery.
- 6.3. Valecom undertakes to replace or remedy any defective Service within the warranty period. In the event that the attempt to remedy fails, the customer may claim a reasonable price reduction. In no event is the customer entitled to terminate the contract or claim for any compensation.
- 6.4. Valecom requests that the customer owns any rights of use regarding the data, documents, models and information of any other kind provided to Valecom for the provision of the Services. It must indemnify and release Valecom to the fullest extent against/from any third-party claims.
- 6.5. Valecom assumes no liability whatsoever for the statements about the customer's products or services contained in any advertising measures. Any advertising measure is undertaken to the customer's sole and own risk.
- 6.6. In the event of insufficient specification of an order, Valecom is entitled to its own and sole discretion, in particular in case of urgency, to fulfil the order, including the design and drawing up of the products, selection of the publications etc., based on Valecom's experience. Any variation in design and materials, typical to the printing industry, are expressly permitted and accepted by customer.
- 6.7. All instances of breach of contract and their legal consequences and all customer's rights, regardless of the legal basis on which they are claimed, are exclusively governed by these TCS. In particular, all rights to any compensation, termination of the Contract or withdrawal from the Contract not expressly mentioned herein are excluded.
- 6.8. The customer does not in any circumstances have any entitlement to compensation for loss or damage that has not arisen in the Service itself such as, loss of sales, loss of use, loss of orders, loss of profits or any other direct or indirect loss or damage.
- 6.9. These exclusions and limitation of liability do not apply if in conflict with applicable law.

## Valecom AG

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## **7. Rights in the results of work**

- 7.1 The Services produced in the context of Valecom's fulfilment of orders such as proposals, draft designs, models and products, photographic work, and data are protected by copyright law as personal intellectual creations and are Valecom's own property. This provision is agreed even if the required level of creation has not been achieved.
- 7.2 After receipt of full payment of the agreed contract price the customer acquires the contractually agreed rights of use in the Services created under the Contract. Any Rights of use in the results of work that are not paid for remain with Valecom.
- 7.3 Valecom is automatically entitled as is customary in the sector to sign the Services provided in the context of fulfilment of orders and to use them for its own advertising (e.g., publication on website). This signing and this use for its own advertising may be excluded by a written agreement between Valecom and the customer.

## **8. Jurisdiction and applicable law**

- 8.1 The place of jurisdiction for the customer and Valecom is Wollerau (Canton of Schwyz, Switzerland).
- 8.2 Swiss law applies. The applicability of the UN Convention on Contracts for the International Sale of Goods dated 11 April 1980 is excluded.

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## **Valecom AG**

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