

General Terms and Conditions (GTC) of UNIGRAPHICA AG

1. Applicability of the GTC

These GTC regulate all legal relationships between UNIGRAPHICA AG and its customers for all products and services of UNIGRAPHICA AG. Any covenants in individual agreements or any changes to these GTC shall remain reserved and must be in writing.

Upon the written confirmation by UNIGRAPHICA AG of the order placed by a customer, these GTC shall apply as part of the agreement. The text that becomes part of the agreement shall be the most current wording of the GTC, which can be viewed at the website of UNIGRAPHICA AG (www.unigraphica.com).

Any GTC of the customer shall only apply if acknowledged in writing by UNIGRAPHICA AG. Should any provision of these GTC be ineffective or should the GTC contain a gap, this shall not affect the legal effectiveness of the other provisions. Instead of the ineffective provision, an effective provision - which shall be economically as close as possible to the regulation intended by the parties - shall be considered agreed all along. The same shall apply if there is a gap.

2. Entering into contracts

Contracts with UNIGRAPHICA AG come into existence when the customer's order has been confirmed in writing and thus accepted by UNIGRAPHICA AG.

Offers by UNIGRAPHICA AG in brochures, oral offers etc. are not binding and are subject to change by UNIGRAPHICA AG at any time. Oral collateral agreements shall be invalid. Obvious errors in offers or obvious errors in calculation or spelling shall not be binding and can be corrected.

Any brochures, drawings, advertising material etc. supplied by UNIGRAPHICA AG as well as the data - such as weight, quality, mass, features and performance - shall only be considered properties guaranteed to the customer if they are expressly and in writing qualified as binding by UNIGRAPHICA AG.

3. Prices

The prices of UNIGRAPHICA AG are understood ex works and not including packing, freight, customs and transport insurance.

With deliveries ex works, prices are calculated according to the terms and conditions of the price list valid on the day of delivery. If delivery is free buyers address on the basis of a separate written agreement, this shall include the normal delivery costs by truck to the customer's premises, but not including unloading from the truck. Unloading and movement to the place of assembly is up to the customer's staff. Only if expressly requested by the customer and at the customer's expense will UNIGRAPHICA AG send an erector to supervise unloading in accordance with its Terms and Conditions of Assembly, which can also be viewed at 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

Unless agreed otherwise, 1/2 of the agreed price shall be payable when the contract is entered into. The rest shall be payable immediately upon receipt of the invoice and the notice that the goods are ready to be shipped. Default interest will be charged in the event of default, the interest rate being 3% higher than the applicable Swiss bank rate.



If the financial situation of the customer suffers a major change to the worse after the contract has been entered into, or if UNIGRAPHICA AG - for reasons not attributable to it - learns of such change only after the contract has been entered into, UNIGRAPHICA AG may retain the shipment or demand reasonable security. If the customer does not meet the request of UNIGRAPHICA AG for security within a reasonable period of time, UNIGRAPHICA AG may withdraw from the contract.

Bills of exchange or cheques are only accepted on account of performance; the obligation to pay shall only be considered fulfilled after the amount has been irrevocably credited to UNIGRAPHICA AG by the bank. The customer may only assert a right to set off or a right of retention if the counterclaim is uncontested or has been found lawful in a final way or has been recognized by UNIGRAPHICA AG.

5. Dates

Terms for delivery shall start when the confirmation of an order has arrived with UNIGRAPHICA AG, after the down-payment has been received, and after any necessary documentation such as drawings, patterns or the like has been received.

Terms for delivery stated shall only be binding upon UNIGRAPHICA AG if the time for delivery has been promised by UNIGRAPHICA AG expressly and in writing. Unless a specific time for delivery has been undertaken in writing, UNIGRAPHICA AG shall not be liable for damages because of non-compliance with the time of delivery stated.

If UNIGRAPHICA AG has undertaken to observe a time for delivery, the customer must set by writing a reasonable additional period to UNIGRAPHICA AG if the latter is in default. If that additional period expires unsuccessfully, the customer may withdraw from the contract concerning those parts and/or services that have not been reported ready to deliver until the additional period has expired.

In cases of default in delivery that are outside the sphere of influence of UNIGRAPHICA AG, UNIGRAPHICA AG may also withdraw from the contract as a whole or in part concerning the part not yet fulfilled.

If UNIGRAPHICA AG has not acted deliberately or grossly negligently as to the shipment that was delayed or did not take part, there shall be no claims for damages.

If damage is caused by deliberate or grossly negligent action on the part of UNIGRAPHICA AG, damage will be paid in the maximum amount of 10% of the contract volume, but no more than €60'000.-.

6. Performance of contract and transfer of risk

The extent and characteristics of the goods delivered or services rendered by UNIGRAPHICA AG shall depend on the order confirmation by UNIGRAPHICA AG.

UNIGRAPHICA AG reserves the right to make changes in the characteristics of goods delivered or services rendered, provided that such changes are reasonable upon the customer and serve progress.

Unless separately agreed, packing, route of shipment, and means of transport shall be selected by UNIGRAPHICA AG.

In any event, use and risk of the goods shall pass to the customer upon shipment.

UNIGRAPHICA AG shall only insure the goods against transport damage if there is an express agreement to that effect in the contract of purchase.



The place of performance for the goods delivered and services rendered by UNIGRAPHICA AG is the registered office of UNIGRAPHICA AG in Ruggell, Liechtenstein.

7. Reservation of ownership

Until full payment of the purchase price including all ancillary claims has been made, the goods shall remain the property of UNIGRAPHICA AG.

The customer undertakes to fully insure all goods subject to reservation of ownership at the customer's cost and against all relevant risks. On request, UNIGRAPHICA AG shall be provided proof of effected insurance by presentation of the respective documents before the goods are delivered. The customer undertakes not to 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 ownership is subject to certain requirements, the customer shall ensure that these are met and cooperate in meeting them.

8. Force majeure

Events of force majeure - even if they occur with suppliers or sub-suppliers - shall entitle UNIGRAPHICA AG to delay the delivery or service by the duration of the inhibition plus a reasonable lead time, or to withdraw from the contract as a whole or in part concerning the part not yet fulfilled. Events of force majeure are in particular strike, lock-out, mobilization, war, blockade, import or export prohibitions, traffic blocks.

9. Defects and warranty

Unless specific acceptance proceedings have been agreed upon, the customer shall himself examine the products and submit a complaint about any defects in writing. If the customer fails to make the complaint within the first 10 days from delivery, the goods delivered and services rendered by UNIGRAPHICA AG shall be considered free of defects in all functions, and the shipment shall be considered approved. The customer is then obliged to make payment on time.

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.

If it has been tried to mend possible defects without knowledge or approval by UNIGRAPHICA AG, UNIGRAPHICA AG shall not be liable for their replacement or mending. UNIGRAPHICA AG reserves the right to refrain from replacement delivery 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.

Goods replaced are the property of UNIGRAPHICA AG. With parts and machines from external suppliers, UNIGRAPHICA AG reserves to forward any complaints to the supplier. Otherwise, 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. UNIGRAPHICA AG shall also not be liable for damage consequential to defects.



10. Liability and limitation

The liability of UNIGRAPHICA AG is exclusively subject to these Terms and Conditions. Any and all claims not expressly granted herein – including damages under what title ever – are excluded unless they are based on a deliberate or grossly negligent breach of contract by UNIGRAPHICA AG, its legal representative, or its vicarious agents. UNIGRAPHICA AG shall only be liable for any damage cause deliberately or grossly negligently by UNIGRAPHICA AG, its legal representative, or its vicarious agent up to the maximum amount of € 60'000.-.

All claims against UNIGRAPHICA AG shall be subject to limitation within six months unless shorter periods of limitation are stipulated in these Terms and Conditions.

11. Obligation 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. Final provisions

All legal relationships of UNIGRAPHICA AG with its customers shall be exclusively subject to Liechtenstein law. These GTC are based on Liechtenstein law. The venue for any legal disputes shall be Vaduz.

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