

MICHEL ITC Group General terms and conditions (GTC)

1. General

For our offers and deliveries, the following terms and conditions of sale and delivery shall apply unless otherwise agreed in writing. The purchasing conditions of the customer are only binding for us to the extent that they correspond to our conditions of sale or are expressly accepted by us.

2. Prices

Offers are generally valid for 2 months unless another date is specified in the offer.

Our prices are net ex works Muri AG for deliveries in Switzerland, ex EU logistics centre Vorarlberg (Austria) or Nürnberg (Germany) for deliveries in the EU area. The additional costs such as shipping, freight, packaging and insurance as well as taxes, duties and fees are not included in the price and are carried by the buyer. The invoice is payable net within 30 days from the date unless other payment terms are agreed.

3. Placing of order

Input systems

Confirmation of the order, the signed specification sheet and written approval for production are compulsory for each order.

Industrial labelling & branding

Confirmation of the order and written approval for production are compulsory for each order.

4. Data handling, data corrections and design

For the delivery of vectorised print data (eps / pdf / ai) a processing fee of CHF 75 per subject will be charged.

Adjustments and interventions in the data improperly supplied by the customer or his representative will be charged on a time and material basis. Ideal are vectorized data illustrator.eps or in the formats .tif and .png with layers or as highend.pdf with embedded fonts.

Design costs for new logos and templates by MICHEL ITC AG will be charged separately to the customer in accordance with the previous offer and order.

Production approval is only binding when signed or when written release is sent (by e-mail or fax).

A colour printer printout serves as the good for production and is not necessarily identical with the effectively correct production colours.

5. Samples and prototypes

The prices and amounts quoted in the offer are binding. Variations on the amounts ordered are possible. No reproduction of samples.

6. Deliveries

The delivery date specified in the confirmation of order is the incoming date. Risk is transferred to the receiver upon shipment, even if freight-paid delivery was agreed.

A tolerance of up to +/-10% is permissible for industrial labelling and branding stickers, while there is a tolerance of up to +/-5% for input systems. These increases or reductions in the amount will be reflected in the invoice. Transport insurance and express delivery are available at the request and cost of the customer.

7. Complaints and guarantees

The buyer must check the delivery immediately after receipt. Any defects must be reported in writing within 10 days of receipt, enclosing 3 complaint samples.

Input Systems

MICHEL ITC's guarantee is valid for 24 months after delivery of the goods. The invoice is proof of the guarantee. The conditions of the guarantee can only be activated if the delivery has been paid in full.

The conditions of the guarantee expire before time if alterations or repairs were carried out upon delivery or if the goods were not handled correctly. The conditions of the guarantee expire or are reduced if the customer does not immediately notify MICHEL ITC of the defect and give MICHEL ITC the opportunity to correct the defect.

For complaints which we accept, either MICHEL ITC or whoever has caused the defect will provide a replacement as they see fit, either in the form of repair, exchange or a credit note. Any further claims for compensation are excluded, as is the right of the customer to withdraw from the contract. In the event of defects being present, the customer does not have the right whilst waiting for the defects to be corrected to withhold part of the purchase price, to fail to pay invoices or return the goods ordered without prior consent.

Damage and defects which cannot be proved to have resulted from poor quality material, faulty construction or defective design are excluded from the terms of the guarantee. These damages could be the result of natural wear and tear, incorrect storage and handling, faulty maintenance, excessive operational demands, chemical or electrical influence or incorrect assembly.

Industrial labelling & branding

For proper storage and handling of the products, an information sheet is available (www.michelitc.com) and can be printed out as a PDF file.

8. Place of jurisdiction

The place of jurisdiction is the Commercial Court of Aarau (Switzerland). These terms and conditions replace all previous agreements. These GTC are part of the offer and order confirmation.