

General Terms and Conditions of Flexpo AG

1. Scope of Application

These General Terms and Conditions (GTC) apply to all contracts, deliveries, and services of Flexpo AG. Deviating conditions of the customer are not recognized, unless expressly confirmed in writing.

2. Offer and Conclusion of Contract

Our offers are subject to change and non-binding. A contract is only concluded with our written order confirmation or the execution of the order. Changes or additions to the contract require written form.

3. Prices and Payment Terms

All prices are in Swiss Francs (CHF) exclusive of value-added tax, unless otherwise stated. Price changes are reserved. Price changes due to raw materials and currency fluctuations are expressly reserved. Invoices are to be paid net within the payment term stated on the invoice. If no payment term is stated on the invoice, a payment term of 30 days applies. After the expiration of the payment term, the client will be in default without further notice. In case of payment default, default interest at the interest rate for unsecured loans of the Aargauer Kantonalbank will be charged. Furthermore, Flexpo AG is entitled to refuse further deliveries in case of payment default. Subsequent costs incurred due to ambiguities in the order shall be borne by the client.

4. Delivery and Performance

Delivery dates are only binding if they have been expressly confirmed in writing. Delivery delays due to force majeure, supply bottlenecks, or other circumstances beyond our control entitle us to a reasonable extension of the deadline or to withdraw from the contract. Partial deliveries are permissible.

5. Retention of Title

The delivered goods remain our property until full payment. In case of payment default, we are entitled to reclaim the goods.

6. Complaints and Warranty

The customer must inspect the delivered goods immediately upon receipt. Any defects must be reported to us in writing within 5 working days. In case of a justified and timely complaint, we will, at our discretion, remedy the defect or provide a replacement. Further claims are excluded.

7. Design, Copyrights, and Provided Data

The graphic design of advertising materials is carried out according to customer specifications. The customer is responsible for the legal admissibility of the content (e.g., trademark, copyright, or personal rights). By placing the order, the customer confirms that they possess all necessary rights of use. We reserve the right to use drafts and layouts for reference purposes. Flexpo AG assumes no liability for incorrect or incomplete data transmitted by the customer. Electronic data is processed to the best of our knowledge, but without guarantee for complete freedom from errors. There is no obligation to check the content provided by the customer.

8. Liability

Flexpo AG is liable exclusively up to the amount invoiced. Any further liability, particularly for indirect damages, consequential damages, or loss of profit, is excluded – as far as legally permissible. Liability for slight negligence is also excluded.

9. Data Protection

Personal data will be treated confidentially and used only for the fulfillment of contractual obligations and for maintaining the customer relationship. Disclosure to third parties will only take place if necessary for the fulfillment of the contract.

10. Archiving and Material Storage

The archiving of data, layouts, and other production files is only carried out upon express agreement and may be subject to charges. No liability is assumed for the storage of delivered or produced materials, unless a separate written agreement has been made.

11. Over or Under Delivery

For productions in the printing sector, industry-standard over or under deliveries of up to 10% are considered accepted. The effectively delivered quantity will be charged.

12. Place of Jurisdiction and Applicable Law

The place of jurisdiction is the registered office of Flexpo AG. Swiss law applies exclusively. The application of the UN Sales Convention (CISG) is excluded.

13. Final Provisions

Should individual provisions of these GTC be or become wholly or partially ineffective, the validity of the remaining provisions shall remain unaffected. In place of the ineffective provision, a substitute provision that comes as close as possible to the economic purpose shall come into force.

14. Entry into Force

These GTC come into force upon publication and apply to all contracts concluded from that point onwards.