

1. Area of application

The General Terms and Conditions are an integral part of the offers, confirmations and contracts of MARVINPAC. The client declares that he has read and accepts the General Terms and Conditions of MARVINPAC. Amendments, additions and subsidiary conditions are not valid unless they are confirmed in writing by MARVINPAC. In the event of a conflict and/or discrepancy between the offer confirmed by MARVINPAC and/or any amendments to the contract on the one hand and these General Terms and Conditions on the other hand, the terms of the offer confirmed by MARVINPAC and/or any amendments to the contract shall prevail.

2. Offers

Information obtained over the telephone shall not bind MARVINPAC. Unless stated otherwise, any offers made by the seller are non-binding. Prices and delivery deadlines apply solely to the quantities ordered. Offers that are based on imprecise and incomplete data are made for information purposes only.

3. New developments

Samples or prototypes developed by MARVINPAC shall remain the exclusive property of MARVINPAC and must not be sent to third parties. Orders based on models or drawings submitted by the client shall be executed on the sole responsibility of the client and MARVINPAC shall assume no liability, in particular for copyrights, patents and registered trademarks that are associated with these models or drawings.

4. Plates and stamps

Except as otherwise provided, the costs of making the tools are charged to the client. The obligation to look after them may not exceed 2 years, commencing from the date of the last order confirmation sent by MARVINPAC or the last amendment to the contract.

5. Prices

The invoices issued by MARVINPAC state the definitive quantities as well as the precise nature of the work that has been performed. Except where provided otherwise, prices are quoted in Swiss francs, net, ex MARVINPAC, net of VAT, taxes, fees, customs duties and other costs of producing the order, excluding packaging and product insurance and without deductions. Orders below CHF 2,000.- are subject to an additional surcharge as indicated in the offer sent to the client or, if there is no indication, the sum of CHF 200.- towards the administrative costs.

6. Changes to the order

The client shall inform MARVINPAC in writing if he wishes to change the order. MARVINPAC will notify the client if and under what conditions such changes are possible. Any changes to the order are deemed to be accepted by the client if they are not rejected by the client within two working days.

7. Conclusion of the contract

Prices are determined by the rates or by the offers. Prices are guaranteed for 1 month commencing from the date of the offer. Once the sales contract is concluded, the client is not permitted to cancel or change an order without the prior written approval of MARVINPAC. The latter reserves the right, at its sole discretion, to charge the client the full price of the agreed offer and, in any event, to charge the client for any costs that are incurred as a result of such cancellation or change to the order. The offer will be validated and subsequently processed upon acceptance of the conditions of the order by returning the declaration of acceptance or the offer dated and signed by the client.

8. Credit check

The client notes that once the order has been placed MARVINPAC may run a credit check on the client and obtain data about the client for this purpose without the express consent of the client. The data protection directives that apply in Switzerland are taken into consideration. MARVINPAC expressly reserves the right to change the terms and conditions of the order or to refuse the order if the result of the credit check is negative. This decision is left to the discretion of MARVINPAC. The client is not entitled to receive compensation.

9. Limitation of liability

Unless otherwise agreed, MARVINPAC does not make an inventory of the raw materials on receipt of the components sent by third parties on behalf of the client. MARVINPAC does not therefore guarantee the quantities of raw materials and/or semi-finished products delivered by the suppliers of the client or by the client itself. Likewise, unless otherwise agreed, MARVINPAC does not check the quality of the raw materials and/or the semi-finished products that are delivered, nor their mutual compatibility. MARVINPAC cannot under any circumstances be held liable for any defects with regard to quality, functionality and/or safety whatsoever, or for other defects that are inherent in the raw materials and/or the semi-finished products sent by the suppliers of its client or by the latter directly, or for the mutual incompatibility of these products. Lastly, MARVINPAC cannot under any circumstances be held liable for any indirect, accidental or consequential damage whatsoever – even if the occurrence of such damage in connection with the products delivered to clients and/or in connection with their use or sale was known or should have been known to MARVINPAC.

10. Delivery

Delivery is made either by dispatching the product directly to the client or by notifying the client that it is available for collection or by transferring it to a forwarding agent or carrier at the premises or warehouses of MARVINPAC. MARVINPAC shall not assume liability for the deadlines it has confirmed, provided the material is delivered on the agreed dates in the quantity ordered and in perfect condition. MARVINPAC is not liable for the consequences of a delay if the client, its supplier or its authorised agent is to blame for such delay. Except as provided otherwise, deliveries are made on standard euro-pallets. The consignee undertakes to return the same number of pallets in a reasonable condition to MARVINPAC. The pallets that are not returned will be charged at CHF 30.- per pallet. Failure to meet the delivery deadline does not permit the client to terminate the contract or to bring a claim for damages. If the products ordered cannot be delivered on the agreed date and this circumstance is attributable to the client (e.g. lack of warehouse space), MARVINPAC is entitled to terminate the contract after granting a reasonable deadline and to claim damages from the client or charge the client the purchase price and require the client to reimburse the storage costs.

11. Partial or postponed deliveries

Orders with partial deliveries are subject to an official decision by MARVINPAC. Except as otherwise provided, the storage costs that are typical for this type of order shall be borne by the client. If the delivery is postponed at the request of the client

or for a reason which is not attributable to MARVINPAC, all related costs (storage, maintenance, insurance etc.) shall be paid by the client. Requests for partial deliveries may be subject to an additional charge towards the administrative costs.

12. Variation in quantity

The quantities ordered shall be regarded as approximate and, according to the customary practices in the sector, shall have a tolerance margin of +/-5%.

For cardboard and corrugated cardboard only:

According to the customary practices in the sector, the following variations in quantities are acceptable.

- up to 1,000 items per format = 20%
- over 1,000 items per format = 10%

13. Transfer of risks

The risks pass to the client at the latest when the goods leave MARVINPAC. The goods are thus shipped at the risk of the client.

14. Termination of the purchase contract

The client may cancel a confirmed order if MARVINPAC gives its written consent to such cancellation. If the purchase contract is terminated, the client shall pay MARVINPAC a contractual penalty of 15% of the net purchase price. This shall not affect the right of MARVINPAC to claim additional compensation in cases where the components or packaging were supplied by MARVINPAC for the purpose of fulfilling the order that the client wishes to cancel. In such cases, the penalty for breach of contract shall be deducted from the total amount of the compensation.

15. Retention of title

It is expressly agreed that MARVINPAC shall retain title to the products that have been delivered until the price, the VAT and other costs or taxes are paid in full. Notwithstanding this retention of title, all the goods are shipped at the risk of the client. The client shall protect this right of ownership of MARVINPAC and shall inform third parties of this right if necessary. The client agrees to do his utmost to protect this right, in particular by entering this right in the relevant register.

16. Force majeure events

Events that occur due to force majeure release MARVINPAC from its obligations. Force majeure events are specifically defined as strikes, wars, natural disasters, fires, embargos or other events that prevent the production, transport or delivery of products.

17. Complaints

Any complaints about the execution of an order shall be notified in writing within 10 working days commencing from the date of delivery of the work or its dispatch by mail. Claims for compensation are handled in accordance with the law (Articles 100 and 101 of the Swiss Code of Obligations). The amount of compensation that MARVINPAC would be required to pay the client is the maximum amount invoiced by MARVINPAC for the services provided. Under no circumstances will MARVINPAC be liable for any economic losses that it may have caused in providing its services. Bringing claims for defects does not entitle the client to withhold payments that are outstanding except in cases that are proven beyond doubt.

18. Terms of Payment

The terms of payment depend on the conditions that are stated on the invoice. Late payment interest will be added to any outstanding amounts. This interest will begin to run from the due date until payment is made. The client shall also pay all the costs incurred as result of the late payment, in particular the cost of sending reminders. Unless agreed otherwise, net payment is due within 30 days commencing from the invoice date, without deductions. Moreover, in the event of failure to meet the payment deadline, MARVINPAC reserves the right to cease all deliveries until all outstanding invoices have been paid in full. Part payments require the prior written agreement of MARVINPAC. Payments in settlement of previous invoices shall be credited to the client in the following order: costs, interest and principal balance. MARVINPAC reserves the right, at its sole discretion, to demand an advance payment or to cancel the agreed part payments.

If, in the event of agreed part payments, the client is in arrears with a payment, MARVINPAC is entitled to demand immediate payment of the total amount or to terminate the contract with immediate effect without an additional period of grace, and to claim damages. The same applies if the client is in arrears with the payment of the total amount.

19. Postage costs

MARVINPAC reserves the right to request an advance payment for bulk consignments and may use its discretion to determine the advance amount that is payable to cover the postage costs.

20. Place of performance, jurisdiction and applicable law

The location of the registered office of MARVINPAC shall be the place of performance and jurisdiction, subject to an appeal lodged at the Federal Supreme Court. Any disputes arising hereunder shall be settled exclusively before a competent Swiss court. The most recent version of these General Terms and Conditions is valid. The client will be notified of any amendments, which will be regarded as accepted with effect from notification thereof. If a provision of these General Terms and Conditions proves to be invalid or unenforceable, this fact shall not affect the validity of the remaining General Terms and Conditions. This invalid or unenforceable provision shall be replaced by a provision that comes as close as possible to the economic outcome intended by the contracting parties. MARVINPAC shall nevertheless retain the right to sue the client in the jurisdiction of the latter for any disputes arising under the contract.

In the event of a discrepancy between the different linguistic versions of the General Terms and Conditions, the version in the French language shall prevail and shall bind the parties.

General Terms and Conditions, March 2016 edition