



**TRUNINGER**  
**PLOT24** BIG PROJECTS  
SINCE 1926

## General Terms and Conditions, Reprography,

### Truninger-Plot24 AG

#### 1. Scope and general principles

These general terms and conditions (GTCs) of Truninger-Plot24 AG, Oetenbachstrasse 5, CH-8001 Zurich (hereinafter referred to as "Truninger-Plot24") apply to all business relationships between Truninger-Plot24 and its customers.

Truninger-Plot24 provides *services* in the field of reprography, in particular plots, finishing work, large and small format copying, prints, scans and distribution (the title "service" hereinafter refers to each of these services listed). In addition, Truninger-Plot24 offers *products* pertaining to the field of reprography, in particular plotters, printers & accessories, scanners and equipment (the title "products" hereinafter refers to each of these products listed). To market these products, Truninger-Plot24 owns and operates the websites [www.truninger-plot24.ch](http://www.truninger-plot24.ch) and [www.plotnet.ch](http://www.plotnet.ch) (both hereinafter referred to as "[www.truninger-plot24.ch](http://www.truninger-plot24.ch)").

A customer is any natural or legal person who has business relationships with Truninger-Plot24.

These GTC apply exclusively. Conditions that conflict with, supplement or deviate from these GTCs require the express written confirmation of Truninger-Plot24 in order to be valid.

By utilizing Truninger-Plot24 services, by purchasing products and/or using [www.truninger-plot24.ch](http://www.truninger-plot24.ch) or by concluding a contract, the customer confirms that they fully accept these GTCs.

#### 2. Information from Truninger-Plot24

Truninger-Plot24 brochures and advertising material and the website [www.truninger-plot24.ch](http://www.truninger-plot24.ch) contain information about services and products. Technical alterations, as well as pricing / product range changes, remain reserved.

All details (service and product descriptions, illustrations, films, dimensions, weights, technical specifications and other details) are to be understood as non-binding and, in particular, do not represent any assurance of properties or guarantees, unless explicitly stated otherwise. While Truninger-Plot24 makes every effort to ensure all information and details are clear, correct, complete and up-to-date, Truninger-Plot24 can nevertheless neither implicitly nor explicitly guarantee this.

Truninger-Plot24 cannot guarantee that the products offered will be available at the time of ordering. All information regarding availability and delivery times is

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therefore not guaranteed and can change at any time and without notice.

#### 3. Prices

Prices quoted on [www.truninger-plot24.ch](http://www.truninger-plot24.ch), in brochures and advertising material from Truninger-Plot24, and as part of offers, are exclusive of statutory VAT. The prices given are subject to the applicable statutory VAT. The prices are strictly net in Swiss francs (CHF).

#### Calculation standards for plots and large copies

A tolerance of 5 cm is calculated on all sides for plots and large copies. For plans longer than 200 cm, the tolerance regarding the width is 15 cm. A minimum area (MA) of 0.5 m<sup>2</sup> is charged for plots and large copies. Where extra-favourable fixed prices apply under specific framework agreements with high purchase quantities, the minimum format for plots and large copies is 0.8 – 1.0 m<sup>2</sup>.

Technical changes and errors are reserved. In particular, Truninger-Plot24 can change prices at any time and without prior notice.

##### *a) In the case of services*

The prices specified in the current price list or, if agreed, in the concluded project/customer agreements shall apply. Truninger-Plot24 is entitled to adjust the prices even during the agreed term of project contracts or, generally speaking, customer contracts, if the supplier prices relevant for Truninger-Plot24 increase, in particular when those prices are caused by delivery bottlenecks. In particular, this includes price adjustments for paper, transport, raw materials, and the purchase of machines and associated software.

Basic prices, finishing work and prices based on hourly rates are excluded from discounts.

##### *b) When purchasing products*

Unless agreed otherwise, all shipping and customs costs will be billed as an additional charge and are to be paid by the customer.

#### 4. Conclusion of contract

##### *a) In the case of services*

The contract is concluded upon Truninger-Plot24's offer being accepted. The contract is also concluded if the customer makes use of the services offered by Truninger-Plot24.

If the parties do not agree otherwise, the contract term for services that run for a period of time is three years, with the contract being tacitly extended by 12 months at a time thereafter.

If, after the contract has been concluded, the ordered service cannot be provided or cannot be provided in full, Truninger-Plot24 is entitled to withdraw from the entire contract or from part of the contract. If the customer's payment has already been received by Truninger-Plot24, that payment will be refunded to the customer on a pro rata basis. If payment has not yet been made, the customer will be relieved of their obligation to pay. In the event of a contract termination, Truninger-Plot24 is not obliged to deliver a replacement or to pay any compensation.

#### *b) When purchasing products*

Truninger-Plot24's offers represent an invitation to the customer to purchase products. The purchase contract is concluded upon the customer accepting an offer, which includes accepting these GTCs. Purchases made are binding for the customer.

If, after the contract has been concluded, the ordered products cannot be delivered or cannot be delivered in full, Truninger-Plot24 is entitled to withdraw from the entire contract or from part of the contract. If the customer's payment has already been received by Truninger-Plot24, that payment will be refunded to the customer on a pro rata basis. If payment has not yet been made, the customer will be relieved of their obligation to pay. In the event of a contract termination, Truninger-Plot24 is not obliged to deliver a replacement or to pay any compensation.

### **5. Payment terms**

Truninger-Plot24 sends invoices via e-mail to the address specified by the customer, in each case according to individual construction progress in conformity with the individual agreement, unless agreed otherwise, on a monthly basis. The minimum order value per delivery note is CHF 10.00 and the minimum invoice amount per invoice is CHF 30.00. If the customer wishes to receive the invoice by post, Truninger-Plot24 will charge an invoice fee of CHF 3.00. In the event the customer has varying special billing requests (e.g. address, recipient, project change, pro forma invoices etc.), Truninger-Plot24 will charge the customer a flat rate of CHF 20.00 per occurrence. Truninger-Plot24 may charge the customer a reminder fee of CHF 20.00 per reminder.

The customer is obliged to pay the amounts invoiced by Truninger-Plot24 within 30 days of the invoice date, unless they have already settled the amount via advance payment, credit card or other payment system.

If the invoice is not paid within the aforementioned payment deadline, the customer shall automatically be deemed to be in default and owe interest on arrears at the statutory rate of 5%.

Truninger-Plot24 reserves the right to demand advance payment at any time without having to give a reason for doing so.

In the event of payment not being made within the deadline, Truninger-Plot24 is entitled to refuse to provide any further service and/or to withdraw from the contract.

The invoiced amount may not be offset against any claim the

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customer may make against Truninger-Plot24.

### **6. Delivery, obligation for inspection, and notification of defects**

Deliveries shall be sent by post to the address given by the customer in the order. Special requests (e.g. construction site deliveries, courier delivery, express delivery, delivery by appointment, special delivery times etc.) will be taken into account according to needs and possibilities and at the expense of the customer. Benefit and risk are transferred to the customer upon dispatch.

If delivery is not possible or if the customer refuses to accept it, Truninger-Plot24 can attempt the delivery again at the customer's expense by while charging a lump sum of CHF 25.00, and/or terminate the contract following a notification of objection by email to the customer and setting a reasonable deadline, and charge the customer for costs incurred.

The customer is obliged to check the delivery immediately upon receipt and to notify Truninger-Plot24 in writing of any defects for which Truninger-Plot24 provides a guarantee within 3 calendar days.

Returns to Truninger-Plot24 are at the expense and risk of the customer.

If the inspection by Truninger-Plot24 reveals that the delivery has no detectable defects, Truninger-Plot24 can charge the customer for the extra work, the return delivery, or disposal if applicable.

### **7. Obligations of Truninger-Plot24**

#### *In the case of services*

Unless agreed otherwise, Truninger-Plot24 will fulfil its obligation by providing the agreed service. A portion of Truninger-Plot24's services are provided online. For all other services, the Truninger-Plot24 headquarters shall be deemed to be the place of fulfilment, unless agreed otherwise. Truninger-Plot24 has the express right to bring in auxiliary persons to fulfil its contractual obligations.

### **8. Obligations of the customer**

#### *In the case of services*

The customer is obligated to immediately make all arrangements that are necessary for Truninger-Plot24 to provide the relevant service. This includes, in particular, the handing over or sending of data required by Truninger-Plot24 in the necessary format.

Furthermore, the customer is obliged to cooperate promptly and comprehensively. They are required to hand over to Truninger-Plot24 all information and documents required in connection with the provision of services, and they must do this without being asked while ensuring the information and documents provided are complete and contain the correct content.

Truninger-Plot24 shall assume that the data, information and documents supplied are accurate and complete and that they comply with the statutory duties of cooperation and disclosure. If data is made available via third-party platforms, by email or other means, Truninger-Plot24 will invoice the customer for any extra costs incurred as a result. Truninger-Plot24 shall only be responsible for verifying the correctness and regularity of the customer's information, documents and figures if this has been agreed in writing in advance.

In the event of additional expenses, Truninger-Plot24 is entitled to charge the customer for these at the standard rates.

## 9. Cancellation

In the case of services that run for a period of time, the following notice periods apply to both parties:

Contract duration 1 year notice period 1 month

Contract duration 3 years notice period 3 months

Contract duration 5 years notice period 6 months

For contracts without a fixed term, the notice period is 6 months.

## 10. Warranty

### *a) In the case of services*

Truninger-Plot24 is liable within the meaning of Art. 398 para. 2 OR (Swiss Code of Obligations) for the faithful and careful execution of the service ordered from it and, in accordance with Art. 367 para. 1 OR, for the faultlessness of the delivered work.

Deviations within the scope of the tolerances that are customary within the industry are to be tolerated by the customer and are not justification for warranty claims.

The customer must notify Truninger-Plot24 in writing of any defects within three working days, otherwise the work will be deemed to have been approved.

### *b) When purchasing products*

Truninger-Plot24 supplies products of perfect quality. Deviations within the scope of the tolerances that are customary within the industry are to be tolerated by the customer and are not justification for warranty claims. Truninger-Plot24 accepts no liability for damages caused by careless handling, improper self-installation / DIY repairs, normal wear and tear, non-compliance with the applicable standards on the part of the customer, unsuitable or improper use or care, or excessive weather exposure and other excessive physical influences. There is no warranty on consumable supplies.

For materials or objects that are introduced or made available by the customer and which are installed or used in some way with or in Truninger-Plot24 products at the request of the customer, or for work carried out by the customer themselves, any warranty and liability shall be excluded, including with regard to possible effects on the products of Truninger-Plot24.

If defects are reported in good time, Truninger-Plot24 will assume liability for functionality and faultlessness regarding the products purchased by the customer for a warranty period of two years from the date of delivery. For third-party products that are used, the warranty obligation will comply with their details. It is at the discretion of Truninger-Plot24 whether it fulfils its warranty obligation by means of either free repair, equivalent replacement or refunding the purchase price. Further claims by the customer are excluded.

Any warranty is excluded when customer requests are implemented that deviate from the recommendations of Truninger-Plot24.

The warranty also excludes normal wear and tear, weather exposure, and the consequences of improper handling or damage by the customer or third parties.

Warranty cases do not permit any withholding of payments or claims for damages. In the case of products sold unassembled, the warranty obligation is limited to the material alone.

## 11. Liability

Truninger-Plot24 excludes all liability, regardless of its legal basis, as well as claims for damages against Truninger-Plot24 and any auxiliary persons and vicarious agents. In particular, Truninger-Plot24 is not liable for indirect damage and consequential damage, loss of profit or other personal injury, property damage, as well as purely pecuniary losses in relation to the customer or third parties. Further mandatory and statutory liability is reserved, for example, in the event of gross negligence or unlawful intent.

Truninger-Plot24 only uses hyperlinks on [www.truninger-plot24.ch](http://www.truninger-plot24.ch) to make it easier for the customer to access other websites / web offerings. Truninger-Plot24 can neither know the content of these web offerings in detail nor assume liability or any other responsibility for the content of these websites.

## 12. Intellectual property rights

Neither these GTCs nor any associated individual agreements purport the transfer of intellectual property rights, unless explicitly mentioned otherwise.

If the customer uses content, text or image material in connection with Truninger-Plot24 to which third parties have property rights, the customer must ensure that no property rights of third parties are violated, otherwise they will need to fully indemnify Truninger-Plot24.

## 13. Changes

These general terms and conditions can be changed by Truninger-Plot24 at any time. The new version comes into effect once the customer has been notified by email or post as long as the customer does not object within 14 calendar days.

## **14. Confidentiality**

*In the case of services*

Truninger-Plot24 and its auxiliary persons undertake to treat all information submitted in connection with their services confidentially. This obligation remains even after the contract is terminated.

## **15. Force majeure**

*In the case of services*

If the timely fulfilment by Truninger-Plot24, its suppliers or involved third parties is made impossible as a result of force majeure, e.g. natural disasters, earthquakes, volcanic eruptions, avalanches, epidemics, pandemics, severe weather, thunderstorms, storms, wars, unrest, civil wars, revolutions and uprisings, terrorism, sabotage, strikes, nuclear accidents / reactor damage, Truninger-Plot24 shall be exempted from the fulfilment of the affected obligations for the duration of the force majeure and for a reasonable period once it comes to an end while Truninger-Plot24 gets started up again. If the force majeure lasts longer than 30 days, Truninger-Plot24 can withdraw from the contract. In this case, Truninger-Plot24 shall reimburse the customer in full for services not yet rendered. Any further claims, in particular claims for damages as a result of vis major, are excluded.

## **16. Further provisions**

Should individual provisions of these GTCs be void and/or ineffective in whole or in part, the validity and/or effectiveness of the remaining provisions or parts of such provisions shall remain unaffected. The invalid and/or ineffective provisions shall be replaced by provisions that come closest to the meaning and purpose of the invalid and/or ineffective provisions in a legally effective way. The same applies to any loopholes in the regulations that may exist.

In the event of disputes, Swiss substantive law shall apply exclusively, without giving effect to the principles of conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods (SR 0.221.221.1) is explicitly excluded.

The place of jurisdiction shall be Zurich, provided the law does not stipulate mandatory places of jurisdiction.

Zurich, 31 May 2022