

GENERAL TERMS AND CONDITIONS

The contracted Company (hereinafter "Company") delivers newspapers, magazines, printed material and commercial samples (hereinafter "materials") on behalf of its Clients (hereinafter "Clients") to mailboxes or trays (hereinafter "delivery"), provided there is no impediment to doing so ("no junk mail" stickers, etc.). This activity (hereinafter "services") covers Switzerland, bordering areas in neighboring countries and the Principality of Liechtenstein. These General Terms and Conditions (GTC) and the General Conditions of SPEDLOGSWISS and SPEDLOGSWISS Lager govern the relationship between the Client and the Company.

1. Conditions

These GTC are complemented by the distribution catalogue and price list of the calendar year during which the service is to be provided and – where delivery involves postal services, as specified in the distribution catalogue – supplemented by the GTC and other contractual conditions of the postal service. The Company is entitled to subcontract order fulfillment to a third party, in whole or in part. Unless contrary to statutory requirements, specific written agreements and the regulations specified above, in that order, the provisions of the Swiss Code of Obligations relating to contracts of carriage apply.

2. Prices / Terms of Payment

The applicable prices are those listed in the Company's most recent catalogue. A surcharge shall be imposed for discrepancies in weight, format or packaging. This surcharge shall be specified in the order confirmation and is deemed accepted by the Client once the material is handed over for storage. Payment is due upon receipt of the order confirmation. In all cases, payment must be settled before the material is handed over for storage by the Company, unless otherwise agreed in writing. The minimum charge is CHF 50. If the Client is in arrears, default interest of 8% shall be charged, effective from the due date.

3. Material to be delivered / Delivery

The following are excluded from the services:

- Consignments whose contents, packaging or transport contravene statutory or local regulations or require special handling, security measures or authorization (unless previously furnished by the Client).
- Consignments whose contents or packaging may inflict personal injury or damage to property.

The Client is responsible for ensuring that the material to be delivered complies with these requirements and all other legal and contractual obligations. As well, the Client is liable for any costs or damages (including financial losses) that may be incurred by the Company or a third party as the result of a breach of this responsibility.

The Company reserves the right to refuse an order at all times.

The material shall be delivered to all unlocked mailboxes in built-up areas. Delivery shall not be made to outlying homes and farms. Contrary to section 450 of the Code of Obligations, the Company is not required to notify recipients of delivery. If requested, mailings can be made to these addresses, with postal charges billed to the Client. The Client must give the Company a sample of each of the products to be delivered no later than when the order is placed. If the material submitted deviates from that described in the offer, the Company is entitled to adjust rates based on the price list or to refuse to fulfill the order, with no penalty whatsoever.

The order is deemed accepted only when a written order confirmation has been issued. The Client can neither deliver its material to the Company's warehouses (hereinafter "warehouses") nor store material with the Company until it has received written confirmation of the order.

If the materials must be delivered by a fixed date (expiration date), the date must be specified in the order confirmation. If no date is specified, it shall be deemed that there is no specific deadline, and the Company shall be deemed entitled to extend the delivery date by a maximum of five days beyond the target date mentioned in the order confirmation or by the Client.

Any agreement by the two parties to postpone delivery upon request of the Client must be confirmed in writing. This agreement shall itemize any additional costs to be paid by the Client.

If the Client chooses to cancel a contract after the order has been confirmed, the Client is required to pay the Company a penalty in the amount of 30% of the agreed delivery fee.

The materials shall be handed over to the warehouses specified in writing by both parties and stored there at the Client's cost and risk. In the case of mailings, the Client shall bear the costs and risk up to and including delivery.

The materials should be sorted by language, insert etc. and uniformly bundled by size and weight for delivery. Once bundled, they should not weigh more than 7 kg. For materials that are poorly bundled or loose, the Company is entitled to charge an additional CHF 5.00 %^o. The bundled items must be suitable for palletization.

If the material does not comply with the GTC in its preparation or otherwise, the Company is entitled to

- refuse the material
- return the material that has been handed over or accepted, hold the material for pick-up by the Client or ship the material back to the Client at the Client's cost and risk.

If the Client fails to collect the material within five days of notification, the Company is entitled to dispose of it without further notice, at the cost of the Client. The same condition applies if more material is handed over for delivery than specified by both parties.

Contrary to section 442, paragraph 3, of the Swiss Code of Obligations (OR), the Company is not liable for the consequences of poor packaging if the material was accepted without reservation.

Unless otherwise specified in writing, the material must be in storage in the specified warehouses no later than five full business days prior to the delivery date. In the event of delays, the Company is not required to respect the fixed delivery date. If no instructions to the contrary are received before the end of the storage period, the Company is entitled to deliver incomplete material as it sees fit. The Client shall assume any additional costs that arise.

The Client is in no way liable for the composition of the material to be delivered.

In the event that the Client stores the material in whole or in part for more than 10 days prior to the targeted delivery date or the expiration date in one of the Company's warehouses, the Client must pay the Company a storage fee for the space occupied. Unless otherwise agreed in writing, this fee shall amount to ten times the locally applicable rental costs for the space occupied, on a prorated basis.

4. Liability / Warranty

The Company is only liable for damages to the material once the storage period expires, and only if it is proven to be at fault. In all cases, the Company's liability is limited to the material value of the material to be delivered. Specifically, the Company is not liable for financial losses or incidental, consequential or indirect damages.

In the event that the Company violates its contractual obligations, and especially if the Company fails to deliver the material in part or in full as stipulated in the contract, the Company must compensate the Client for the material value of the material in question and refund the applicable delivery charge. However, in all cases the Company's liability is limited to 50% of the value of the contract. Any further warranty claims are expressly excluded. Specifically, the Company is not liable for financial losses or incidental, consequential or indirect damages.

The Company is not liable in the event of force majeure. Any claims that may arise must be received by the Company no later than 10 days after the delivery date, in writing and including all information required for handling (contract number, statement of the facts, accurate contact information for those involved, etc.). The Client's claims are void if they are not presented in writing to the Company within three weeks of the delivery date.

5. Arbitration Office

If the Client wishes to make a complaint or a claim, the Client must first present the complaint or claim to the sdm@swissdirectmail Arbitration Office. The proceedings shall be conducted in compliance with the rules of the Arbitration Office.

6. Applicable Laws and Place of Jurisdiction

The contractual relationship is subject to Swiss law. The exclusive place of jurisdiction for any disputes related to or arising from this relationship is, unless otherwise prescribed by federal law, **the place of jurisdiction of the Company's headquarters.**