

Terms and Conditions

General terms of delivery and payment of si-ri.
Edition 2006

1. Offers

Unlimited offers are always without engagement until the confirmation is received. If quotations are based on incomplete specifications or information, they only are price indications and are as those defined.

2. Prices

Offered or confirmed prices understand themselves as net prices (excl. VAT).
Change of one or several cost factors and other exceptions of this settlement are mentioned in the offer or confirmation.

3. Terms of payment

Unless agreed otherwise, the amount of the invoice has to be paid without cash discount within 30 days of billing date. If orders require a creation of larger funds, because of material or foreign work or because of a longer time period during the order processing, we are entitled to demand advance payments to meet our preparatory work.
The size of the advance payments and their maturity are defined in the order confirmation.

4. Terms of delivery

Assured delivery dates are only valid, if the required documents (copy, film litho, manuscript or data medium, ready to print etc.) arrived as agreed. Assured delivery dates begin with the arrival of the print documents and end on the day the printed matter is forwarded ex. works. If the ready to print not arrived within the assured period, we are no longer bound to the agreed date of delivery and we are entitled to prolong the period of delivery. Delay or non-compliance of the delivery date, which happened because of strikes, lockouts, lack of power supply, lack of raw material as well as all cases of higher force, do not seize the orderer to withdraw from the contract and to make us liable for the resulted damage. Up to the complete payment the supply remains in the property of si-ri.

5. Print preparation

The reproduction and the printing of all documents and such a thing provided by the orderer takes place on condition, that the orderer possesses the corresponding reproduction rights.
From us provided reproduction documents (setting, assemblies, printing plates, data medium etc.) as well as tools (cutting die, die-plate etc.) remained our property. Films cannot be delivered, because the necessary data are digitally stored and we are not in charge of film archives.
In our prices two deductions are calculated into. Additional changes of text and editing (author corrections) will be charged in the size of the expenditure.

6. Ready to print

The orderer has to consider the ready to print about compositor's error and other mistakes and send back, provided with the orderer's signature, to us. We are not responsible for orderer's overlooked mistakes. For changes transmitted by telephone or by FAX we cannot take on guarantee for correct execution. If the delivery of the ready to print is not required, then our liability for composition and other errors is limited to rough faults.

7. Storage and taking off

Unless agreed otherwise, our prices are based on the issue of the total invoice and forwarding in a delivery. For call-offs we charge the entire produced quantity on the day of the provision to the storage. Unless agreed otherwise, a storage duration of maximally 12 months starting from supply date is taken into account. If this period is exceeded, we are entitled to charge the storage costs separately.

8. Delivery and packing

Packing and transport charges of a delivery in a consignment to a place in Switzerland (valley railway station) are in our prices included. From this vary kinds of forwarding are to be mentioned in the terms of delivery and will be taken into account in the prices of the offer or showed separately. Pallets as well as special packing will be exchanged or invoiced at cost price, if they are not returned prepaid and in good condition within 4 weeks after receiving of the consignment.

9. Tolerances

Variations that are usual in the trade in completion and material remain reserving. Hereby the tolerance values defined by recognized institutions (e.g. Fogra, DIN standards) are determining (e.g. cutting tolerances +/- 10%). User specifications require our express confirmation.
Since we produce exclusively in the rotary procedure, we reserve ourselves excess or underrun deliveries of +/- 10% expressly:
The accounting of these quantity tolerances takes place on basis of the agreed price of the concerned order.

10. Notice of defects

The delivered printed matter is to inspect on receipt. Possible objections concerning quality and quantity have to take place within 8 days after receipt at the latest, otherwise the delivery is regarded as accepted.
With justified objections the compensation of the damage takes place within appropriate period (credit note or replacement). We do not adopt a secondary adhesion for indirect damage from lack of the commodity, going above the value of the commodity.

11. Liability

The transferred printing documents like data medium, film litho, originals etc. as well as in house storing printed matter are treated with the usual attention. Unless agreed otherwise, the printed matter storing with us are insured against the usual risks. The orderer has to carry large risks himself.

12. Place of fulfilment/legal domicile

Place of fulfilment for both contract partners is Lichtensteig SG. For the evaluation of disputes the tidy courts of the canton St. Gallen is responsible, if no other agreement is met. Swiss right is applicable.

13. Acknowledgement

The giving of a printing job includes the acknowledgment of the terms of payment and delivery by the orderer