



## GENERAL TERMS & CONDITIONS

**Scope of Application:** These General Terms & Conditions apply to all business relationships between MICADO Gifting and its clients. By placing an order, the client acknowledges and accepts these Terms & Conditions. Any conflicting terms and conditions of the client shall only apply if expressly accepted in writing by MICADO Gifting.

**Quotations and Pricing** are generally valid for 14 days unless otherwise stated. All quotations are non-binding with regard to price, delivery times and product availability. Prices are indicated per unit and purchase amount, and exclude VAT, taxes and transport. Unless otherwise stated, prices also exclude personalization, packaging, gift wrapping and any other condition not specified in the product description. On export orders duties and documentation fees may apply, these will be charged additionally, and customs clearance will be the customer's responsibility. All product descriptions and all prices can be modified at any time without prior notice, at our sole discretion. We reserve the right to stop offering a product at any time.

**Briefing Changes:** Proposals and quotes are based on the information, requirements, and specifications (briefing) provided by the client at the time of the inquiry. The initial quotation preparation, as well as the first revision resulting from clients' review, are generally free of charge. From the second significant change or addition to the briefing onward, requiring further research, calculation, supplier clarification, product selection, or quotation revision, the MICADO Gifting reserves the right to charge for the resulting additional work based on actual time spent. This applies in particular to multiple briefing adjustments, requests for alternative product versions, additional procurement clarifications, or repeated quotation revisions. Billing is based on an hourly rate of CHF 150 plus any applicable expenses. The minimum charge is 30 minutes. MICADO Gifting will inform the client of the anticipated costs before commencing any further work that incurs charges. The right to compensation for incurred expenses also applies if no order is placed due to the briefing changes or other reasons attributable to the client.

**Samples and Prototypes:** Samples are generally provided without personalization and must be returned unused, complete and in their original condition. Otherwise, they will be charged at the applicable B2B price. Prototypes are subject to 100% prepayment. If an order is subsequently placed, 50% of the prototype cost will be credited to the final invoice.

**Artwork Approval:** The client is responsible for reviewing and approving all artwork, layouts, proofs, mock-ups and personalization details before production. Upon approval, MICADO Gifting assumes no liability for errors, omissions, spelling mistakes, colours, dimensions or other details approved by the client.

**Intellectual Property Rights:** The client warrants that it owns or is authorized to use all trademarks, logos, designs, texts and other materials supplied to MICADO Gifting. The client shall indemnify MICADO Gifting against any third-party claims arising from the use of such materials.

**Shipping and Delivery:** Shipping and handling costs are charged separately unless otherwise agreed. Delivery times are indicative only and subject to supplier availability and production schedules. Delays do not entitle the client to compensation or cancellation. Partial deliveries are permitted. Additional customs duties, taxes and import charges outside Switzerland are the responsibility of the client. Production tolerances of up to +/-10% may apply where customary in the industry. The quantity actually delivered shall be invoiced.

**Cancellation of Orders:** Due to the custom nature of the products supplied, cancellations, modifications or returns cannot be accepted after written order confirmation has been received and production has commenced.

**Payment and Retention of Title:** Payment terms are specified in the respective quotation or order confirmation. A processing fee of 3% of the order value may be charged for credit card payments. In case of late payment, MICADO Gifting reserves the right to charge reminder fees and default interest of 5% p.a. Further deliveries and services may be suspended until outstanding amounts have been settled. Goods remain the property of MICADO Gifting until full payment has been received.

**Claims and Warranty:** Manufacturing defects must be reported in writing with supporting evidence within 8 days of delivery. Claims will be handled in accordance with the respective supplier's warranty policy. No claims will be accepted for goods that have been processed, altered or used. Minor deviations in colour, material, dimensions, finishing, printing position or production tolerances are customary in the industry and do not constitute a defect.

**Reference Use:** MICADO Gifting is entitled to use completed or realized projects for reference purposes. In particular, the client's name and company logo may be published, as well as photographs, visualizations, and other representations of the products and services delivered or realized within the scope of the contract on its website, in presentations, proposals, reference lists, social media channels, and other marketing and communication materials. The client may object to such use at any time in writing that no reference use or publication is desired. The client may object to such use in writing before project completion. Unless the client objects in writing before project completion, such use shall be deemed approved. Confidential information and content whose publication would violate the client's legitimate interests are excluded from this use.

**Force Majeure:** MICADO Gifting shall not be liable for delays or failures caused by events beyond its reasonable control, including but not limited to force majeure, supplier failures, transport disruptions, strikes, pandemics or governmental measures.

**Limitation of Liability:** To the extent permitted by Swiss law, MICADO Gifting shall not be liable for indirect, consequential or economic damages arising from the use of its products or services. Any liability is limited to the value of the respective order. Mandatory statutory liability remains unaffected.

**Applicable Law and Jurisdiction:** These Terms and Conditions are governed exclusively by Swiss law. The exclusive place of jurisdiction is Morges, Canton of Vaud, Switzerland.

**Validity of these Terms & Conditions:** The version of the Terms & Conditions valid at the time of order placement shall apply. The current version is available at <https://www.micado-gifting.ch/atc>