

GENERAL CONDITIONS OF SUPPLY



1. GENERAL INFORMATION

These general conditions of supply shall be binding if declared applicable in the tender or in the order acknowledgement. Any other conditions requested by the ordering party shall be valid only if expressly accepted in writing by mvt .

2. EXTENT OF SUPPLIES AND SERVICES

In case of special products, different from the usual manufacturing programme are required, mvt reserve themselves the right for excess or short deliveries of up to 10% of the ordered amount and an according price adjustment, according to the manufacturing result.

3. PRICES

3.1 All prices shall be net ex works, including Swiss value added tax (VAT), without any deductions.

3.2 Transportation- and shipping charges, packaging expenses, insurance fees, etc. are at the purchaser's expense and will be charged separately.

3.3 If the price changes due to unforeseeable circumstances (especially due to exchange rate fluctuations or suppliers prices) after conclusion of the contract and before delivery, mvt is entitled to adjust the prices accordingly.

4. TERMS OF PAYMENT

4.1 Payments shall be made at mvt's seat without any deduction for cash discount, expenses, taxes, fees, duties, customs or other such reasons within thirty (30) days from the invoice date. Payments shall be deemed complete as soon as mvt have full and unlimited access to the funds covering the total amount invoiced. In case of partial deliveries, the partial payments must be according to the volume of the single deliveries.

4.2 If the purchaser fails to meet the payment terms agreed upon, he is required to pay 4% interest, above the according discount rate of the Swiss National Bank, of the owed amount, as from the due date of payment and without reminder. mvt reserve themselves the right to claim any further damage.

5. DELIVERY TIME

5.1 The delivery time begins with the conclusion of the contract and as soon as all official formalities have been completed, payments due at the ordering time and possible securities have been provided and the essential technical aspects have been clarified. The delivery time is met if the purchaser is notified within expiry of the agreed delivery term that the goods are ready for dispatch.

5.2 The purchaser is not entitled to any rights or claims further to delays in delivery or performance.

6. TRANSFER OF BENEFIT AND RISK

mvt shall deliver according to the Incoterms® agreed upon conclusion of the contract.

Subject to deviating written agreements - before delivery of the goods - the delivery for exports shall be FCA registered office of mvt (Incoterms® 2020). For deliveries within Switzerland, mvt shall deliver EXW registered office of mvt (Incoterms® 2020). Deviating Incoterms, e.g. DDP, may be agreed in the delivery agreement.

Benefit and risk shall pass to the Customer in accordance with the agreed delivery clause (INCOTERMS) or, unless otherwise agreed, at the time of dispatch of the notification that the delivery is ready for collection (notification of readiness for dispatch).

7. INSPECTION AND ACCEPTANCE OF THE SUPPLIES AND SERVICES

7.1 mvt shall inspect the goods and services before dispatch, as far as is considered normal practice. If the purchaser requires further inspection or testing, this must be especially agreed upon and paid for by the purchaser.

7.2 The purchaser must carefully inspect the supplied items upon reception and notify mvt in writing of any defects immediately upon their discovery or latest within 15 days after reception of the supplied goods. If the customer fails to do so, the supplied goods and services are considered accepted.

7.3 Defects of any kind in supplied goods or services do not entitle the purchaser to any rights or claims other than those expressly mentioned in paragraphs 7 and 8.

8. WARRANTY, GUARANTEE & LIABILITY FOR DEFECTS

8.1 The warranty is valid for a period of 12 months, starting from dispatch of the goods from the works. If dispatch is delayed for any reason beyond mvt's control, the warranty period will end latest 18 months after notification from mvt that the goods are ready for dispatch.

The warranty expires prematurely, if the purchaser or a third party makes improper changes or repairs or if the purchaser does not immediately undertake the necessary steps to limit any occurred damage, therefore allowing mvt to find a remedy to said damage.

8.2 Damage or defects which are not detectably due to faulty material, construction or execution are excluded from the warranty and liability.

8.3 All costs resulting from redelivery of the products shall be borne and paid by the purchaser. Costs that might accrue from inspection of products which do not qualify for the guarantee claim can be charged to the purchaser.

8.4 The Purchaser makes sure that all applicable labour safety provisions with regard to the utilization of the supply are observed. Any liability of mvt arising from the non-compliance with such provisions is hereby excluded.

9. EXCLUSION OF FURTHER LIABILITIES OF THE SUPPLIER

All cases of breach of contract and the legal consequences, as well as all claims of the purchaser, other than those expressly mentioned in these conditions, are entirely regulated in these conditions, with no regard for the legal grounds. Especially all not expressly mentioned claims for indemnification, reduction or withdrawal from the contract are excluded. The purchaser cannot raise claims for indemnification of damage which didn't occur directly on the supplied goods, like i.e. loss of production, loss of effectivity, loss of orders, loss of profit as well as any other direct or indirect damage.

10. RE-EXPORTATION

The purchaser is responsible for the observation of domestic and foreign exportation rules and regulations. According to an obligation towards the Division for Import and Export of the Swiss Federal Department of Economic Affairs, exportation or re-exportation of certain products is allowed solely with an authorisation of said department. mvt will expressly state the products subject to this regulation in quotations/ invoices; herewith the interdiction to export, respectively re-export passes on to the purchaser and, in case of further transmission, to the following recipient.

11. MATERIAL ON LOAN

The ordering party is responsible for the maintenance of the loaned material or tools, respectively for damage which occurs during the loan.

12. RESERVATION OF PROPRIETARY RIGHTS

The goods delivered to the purchaser remain property of mvt until the entire balance of the purchasing price has been paid. The purchaser authorizes mvt to register the reservation of proprietary rights or a caution in the official records at his expense.

13. JURISDICTION AND APPLICABLE LAW

13.1 The place of fulfilment and the exclusive place of jurisdiction shall be the registered seat of mvt AG, 2562 Port, Switzerland.

13.2. The contract is governed by Swiss substantive law, under exclusion of the conflict of law rules of the international private law, as well as of the provisions of the Convention on the International Sale of Goods.

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Hans Gerber
General Manager