

1. General

The weights, dimensions, technical specifications and images stated in our catalog, webshop and on our website are not binding for deliveries. Subject to price changes and possible printing errors.

2. Conclusion of contract

A contract is only concluded when mp-tec confirms the order in writing, with regard to the products and/or (services) specified in the order confirmation and under the conditions specified therein. Changes to the contract or specifications of orders shall be made in writing and the delivery period shall be adjusted accordingly. If the order confirmations and these GTC contradict each other, the provisions of the order confirmation shall take precedence.

3. Prices

Our prices are subject to change in CHF and are ex warehouse Veltheim, excluding postage, freight and packaging, plus VAT. There are no minimum order amounts, but mp-tec ag reserves the right to charge a small quantity surcharge or a processing fee for very small orders.

4. Payment

Our invoices are payable net within 30 days of the invoice date.

The products shall remain the property of mp-tec ag until the purchase price has been paid in full and all associated claims of mp-tec ag have been settled.

5. Deliveries

Shipment shall be made in accordance with Incoterms 2010 as per order confirmation. Complaints must be made within 8 days of receipt of the goods. In the event of a demonstrably faulty delivery, the goods will be replaced or credited. However, all further claims are expressly rejected. Returns will only be accepted and credited with our express consent.

Items that have been delivered according to customer-specific requirements, are not in perfect condition, are technically outdated or are not very serviceable cannot be taken back.

6. Delivery time

The stated delivery times will be adhered to as far as possible. We cannot recognize order cancellations or claims for compensation due to late delivery. Depending on the availability of the products, we are entitled to make partial deliveries.

7. Warranty / Liability

The warranty period is 24 months from delivery or agreed acceptance of the purchased item. Modifications or repairs carried out without our written consent, as well as non-compliance with our operating instructions, shall release us from the warranty obligation. We will repair or replace products that are defective or unusable due to material, design or manufacturing defects within a reasonable period of time or reimburse the invoice value. We reserve the right to decide on repair, replacement or rescission. Liability, in particular due to impossibility of performance, for direct and indirect damages, consequential damages (loss of income, potential savings, contractual penalties, etc.) as well as for third-party damages and force majeure is excluded. The customer is responsible for ensuring that local regulations are complied with during export.

8. Allgemeine Bestimmungen

No verbal collateral agreements are made. All amendments and additions to these terms and conditions must be made in writing.

The sole place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be 5200 Brugg, Switzerland. The contractual relationship shall be governed by Swiss law to the exclusion of the Vienna Sales Convention. The General Terms and Conditions apply, which can be viewed at www.mp-tec.ch.

Should a provision in these terms and conditions or a provision in supplementary agreements be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The ineffective provision or

the ineffective part of the provision shall be replaced by a legally effective provision that comes closest to the purpose of the ineffective provision.

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