

General Terms and Conditions of Sales and Delivery

1 General information

- 1.1 These General Terms and Conditions of Sale and Delivery are valid if they are declared applicable in the offer or confirmed order. Any terms and conditions of the Customer to the contrary shall only be valid if expressly and in writing accepted by Morewa AG.
- 1.2 All agreements and legally relevant declarations of the contracting parties must be written in order to be valid.

2 Offers and Conclusion of Contract

- 2.1 The contract shall be considered concluded when Morewa AG has confirmed acceptance of an order in writing after receipt.
- 2.2 Offers which do not contain an acceptance period are considered non-binding.

3 Scope of delivery

- 3.1 The scope and execution of the delivery and service will be determined by the offer or order confirmation. Materials and services not included therein will be charged additionally.
- 3.2 Morewa AG may, after consultation with the customer, make changes to the quotation or order confirmation if the changes bring about an improvement.
- 3.3 If an order is changed (e.g. by staging or acceleration measures), the additional costs incurred will be charged to the client.
- 3.4 A system concept may include the design and calculation of auxiliary parts (e.g. barrel construction, aspiration, fastening devices, etc.). In order to ensure efficient assembly, the accessories are supplied conscientiously, i.e. generously. It is therefore possible that there may be excess material after assembly has been completed. This material remains the property of Morewa AG.

4 Regulations, standards

- 4.1 The customer shall inform Morewa AG at the latest when he places the order of the statutory, official and other regulations and standards relating to the performance of the deliveries and services, the operation of the plant and the prevention of sickness and accidents.

5 Prices

- 5.1 Unless stipulated otherwise, Morewa AG's prices are quoted strictly net, ex works, in Swiss francs, without packaging, transport, insurance, any sales taxes, assembly, installation and commissioning.
- 5.2 If the costs on which the calculation is based increase between conclusion of the contract and acceptance, Morewa AG shall be entitled to adjust the prices stated in the quotation or order confirmation accordingly until final completion of the order placed with it.
- 5.3 If the order value exceeds CHF 20,000.00, the following mode of payment shall come into effect: 50% upon ordering, 50% after completion of the work (but no later than 60 days after delivery).



6 Terms of payment

- 6.1 The payment period shall be 30 days net from the invoice date.
- 6.2 Payments shall be made by the Customer at the domicile of the Supplier without deduction of any cash discount, expenses, taxes and fees of any kind at all. Other terms of payment shall be specifically agreed.
- 6.3 In the event of delayed payment, Morewa AG reserves the right to immediately suspend planned deliveries and is entitled to charge default interest of 6% p.a..

7 Retention of property rights

- 7.1 Morewa AG remains the owner of the delivery until it has been paid for in complete. The customer is under the obligation to take the necessary measures to protect the property.
- 7.2 Morewa AG is entitled, with the cooperation of the Customer, to have the retention of title entered in the appropriate register.

8 Delivery period

- 8.1 The delivery period shall start with the acceptance of the order by Morewa AG and after complete settlement of the technical issues.
- 8.2 The delivery period shall be reasonably extended:
 - if the information required for the execution of the order is not received by Morewa AG on time, or if it is subsequently amended by the customer;
 - if payment deadlines are not met or necessary import licenses are not received by Morewa AG on time;
 - if obstacles arise which Morewa AG cannot avert despite exercising due care, regardless of whether these occur at Morewa AG, the customer's or a third-party's premises. Such obstacles are acts of force majeure such as epidemics, mobilization, war, riots, serious breakdowns, accidents, industrial disputes, late or faulty delivery of the required raw materials, semi-finished or finished products, rejects of important workpieces, official measures or omissions, natural catastrophes.

9 Delivery delay

- 9.1 The customer shall be entitled to claim compensation for delayed deliveries if Morewa AG is demonstrably to blame for the delay and the customer can prove damage as a result of this delay. If the customer is helped out by a replacement delivery, the claim for compensation for delay shall expire.
- 9.2 The compensation for delay amounts to a maximum of ½ % for each full week of delay, but not more than 5% in total, calculated on the contract price of the delayed part of the delivery. The first two weeks of the delay shall not entitle the customer to compensation for the delay.
- 9.3 The customer has no rights and claims due to delayed deliveries or services other than those expressly mentioned in articles 9.1 and 9.2. Claims for delay in delivery can only be asserted if they are expressly stated in the quotation or order confirmation.



10 Delivery, transport, insurance

- 10.1 The products are carefully packed by Morewa AG. The packaging will be charged to the customer at cost price.
- 10.2 Morewa AG shall be notified in good time of any special requests regarding dispatch and insurance. Transport shall be at the charge and at the risk of the Customer. Complaints in connection with the transport must be addressed by the customer to the last freight carrier immediately upon receipt of the delivery or the freight documents.
- 10.3 Insurance against damage of any kind is the responsibility of the customer. Even if it is concluded by Morewa AG, it shall be for the account of the customer.

11 Manipulation

- 11.1 The loading and unloading of machines and equipment, lifting, moving or similar work is referred to as manipulation. This work is generally insured by Morewa AG. Depending on the value of an installation or machine or if the possible extent of damage exceeds a critical value, Morewa AG shall take out specific insurance to cover the same.
- 11.2 The Client is aware of this risk and shall report any manipulations ordered by the Client to the management of Morewa AG directly and at an early stage. He shall inform Morewa AG of any special conditions, e.g. attachment points, transport safety devices, data backups or specific characteristics of his plant components / machines.
- 11.3 Commissioning of plant and machinery shall only be carried out in accordance with the instructions of the Client. The Client and Morewa AG shall take every measure to safeguard against risks and contingencies and, if necessary, to inform the management of Morewa AG.
- 11.4 If lifting devices and tools provided by the customer are used, the customer is responsible for their maintenance and inspection.
- 11.5 The costs of any specific insurance policies shall be charged to the client. These will be charged on without additional fees.

12 Inspection and acceptance of the delivery

- 12.1 The Customer shall inspect deliveries immediately upon receipt and notify Morewa AG in writing of any defects immediately. If he omits to do so, the deliveries shall be considered accepted.
- 12.2 The warranty period for deliveries shall commence on the date of delivery.
- 12.3 An acceptance protocol shall be drawn up for the inspection and acceptance of commissioning work. The warranty period shall start on the date of the acceptance report.

13 Warranty and Liability

- 13.1 Morewa AG warrants that the products delivered are free from manufacturing and material defects.
- 13.2 Warranted characteristics are only those which are expressly designated as such in the order confirmation or instructions for use. The warranty is valid until the end of the warranty period at the latest.



- 13.3 Unless otherwise agreed, Morewa AG sells used machines without warranty. Any repairs, refurbishments and revisions of purchased used machines for the fulfilment of function, purpose or general specifications are the responsibility of the buyer. If used machines are included in a supply contract or a contract for work and services and nothing else has been agreed, repairs, refurbishments and revisions of these machines shall be at the buyer's charge. This service to fulfil the work must be carried out by the customer or by Morewa AG after invoicing the costs.
- 13.4 If deliveries are faulty, the customer may demand replacement deliveries during the warranty period of two years from the date of delivery. The transport of the replacement delivery shall be at the expense and risk of the Customer.
- 13.5 If a defect within the meaning of Article 13.4 is not remedied by Morewa AG within a reasonable period of time through replacement delivery or elimination of the defect, the Customer may demand a reduction in the purchase price or rescission of the contract.
- 13.6 The warranty expires prematurely if the customer or third parties make improper changes or repairs or if the customer, if a defect has occurred, does not immediately take all suitable measures to minimize the damage and gives Morewa AG the opportunity to remedy the defect.
- 13.7 Excluded from the warranty and liability of Morewa AG are damages which are not demonstrably caused by bad material, faulty design, defective manufacturing or other reasons for which Morewa AG is not responsible.
- 13.8 The Customer shall have no rights and claims due to defects in material, design, software or manufacturing or due to lack of warranted characteristics other than those expressly mentioned in Articles 13.4 and 13.5.
- 13.9 All cases of breaches of contract and their legal consequences as well as all claims of the Customer, irrespective of the legal grounds on which they are based, are conclusively regulated in these terms and conditions. In particular, all claims for damages, reduction of the purchase price, cancellation of the contract or withdrawal from the contract which are not expressly mentioned are excluded. A liability for consequential damages is excluded, as far as mandatory product liability regulations do not oppose this.

14 Media

- 14.1 Occasional photographs and video recordings of installations, employees etc. correspond to present-day times and are recorded to the best of our knowledge and ability. If there is a general prohibition of the client (e.g. concerning pictures or mention by name), this must be communicated in advance to the employees of Morewa AG.
- 14.2 Morewa AG and its employees are concerned to protect customer secrets and the privacy of employees.
- 14.3 Morewa AG reserves the right to use its own work, equipment and machines in the form of photographs, such as images and videos, for internal as well as advertising purposes.

15 Applicable Legislation

- 15.1 This Agreement shall be governed by Swiss Law.

16 Jurisdiction

- 16.1 The place of jurisdiction shall be the registered office of Morewa AG.

