



General Terms and Conditions

Moltec International (Europe) GmbH – following as “MIE”

1. Scope

These Terms and Conditions shall be the exclusive terms and conditions under which services and products are offered and supplied by MIE. Any amendments or additions must be in writing and signed by an authorized representative of MIE.

2. Quotations

MIE's quotations are valid for a period of 60 days or for the period as stated in the quotation. Orders and mandates are legally binding after they have been accepted and confirmed by MIE in writing and the written purchase order was placed within the quotation period. The terms of the quotation and these Terms and Conditions shall govern the order or mandate except where otherwise expressly agreed by MIE in writing as provided herein.

3. Prices - Products and Services

Prices are given in (EUR / CHF), as indicated on Quotation on a net basis, plus applicable taxes.

Consulting and Development Fees are offered as part of the project agreement and charged according to actual efforts.

Hourly rates depend on the consultants/specialists level:

L1 = senior engineer

L2 = application technology or development engineer

L3 = technician/specialist.

Travel expenses are charged according to the kind of travel transport and travel duration. The hourly staff rates for the journey are set at a flat rate per hour. The type of travel and, if applicable, travel class depends on the travel distance. Unless explicitly agreed, the type of travel will be selected by MIE.

Prices for products and assemblies are based on ex-works (EXW) from place of dispatch according to Incoterms 2020, unless stated otherwise. Standard ground freight packaging is included in the price. Smaller quantities or partial quantities of standard packaging units are possible. Any associated costs will be billed accordingly. Surcharges for special packaging are the responsibility of the customer.

MIE asserts the right to change prices at any time. If a price change occurs before the delivery of an order, MIE will honor the prior price for confirmed purchase orders.

4. Force Majeure

MIE shall not be liable for delays or failure to fulfill contractual obligations to the extent that such delay or failure results from events beyond its reasonable control. Delivery and performance deadlines shall be extended appropriately, considering the duration and effects of such events.

Such events include, in particular, natural disasters, fires, explosions, pandemics and epidemics, floods, war, civil unrest, strikes, government measures, changes in legal regulations, significant energy or supply disruptions, and similar events for which MIE is not responsible.

If such events or other extraordinary developments beyond MIE's control—in particular, significant increases in material costs, material shortages, or significant exchange rate fluctuations—result in demonstrable additional costs for products or services, MIE is entitled to propose a corresponding price adjustment. The proposed price adjustment must be submitted to the customer for acceptance, along with the justification.

If the buyer rejects the price adjustment in whole or in part, the buyer may cancel the affected services that have not yet been performed or the products that have not yet been manufactured. Products that have already been partially manufactured must be accepted at the originally agreed-upon price. Expenses incurred for services up to the time of cancellation will be billed to the buyer.

Orders for products that have already started or are custom-made cannot be canceled. The parties shall agree on whether to proceed with the order and on any price adjustments on a case-by-case basis.

This is subject to mandatory statutory provisions.

5. Orders or Engineering Developments

Both written and verbal orders are binding only after written confirmation of the order.

6. Minimum Orders

We appreciate all orders for consulting services and products. For orders with a value of less than 100.00 EUR/CHF, a processing fee of 50.00 EUR/CHF will be charged.

7. Change Requests for Orders or Engineering Developments

All requests for order changes (quantity, delivery date, product specifications, etc.) or engineering development changes (concept changes, design adjustments, modifications, etc.) must be submitted in writing and reviewed by MIE. Written confirmation of possible changes will be sent. If applicable, additional costs will be indicated/offered and require a re-order.

Modifications to Moltec standard components are not eligible for a refund.

8. Custom-made Components

Components that have been custom-designed, modified, or individually marked are excluded from return and cancellation. Any development, tooling, and manufacturing costs already incurred will be billed to the customer. This does not affect claims based on proven defects.

9. Consulting- and Engineering Projects

Canceled or postponed projects where less than 2/3 of the proposed project scope has been completed or finalized will be billed based on actual work performed. Projects that are further advanced will be billed at 100% of the offered project framework.

10. Intellectual Property of Design and Construction

Existing methods, libraries, models, software, templates, know-how, and intellectual property rights (IP) remain with the respective party. Upon full payment, the customer receives a non-exclusive, perpetual right to use the deliverables created specifically for the customer for the purpose specified in the contract, unless further rights are agreed upon in writing. Third-party rights and open-source licenses are reserved.

11. Standard-Terms of Payment

Invoices are payable within 30 days without deduction. Any resulting bank fees shall be borne by the customer. In the event of a payment delay exceeding 45 days, customer accounts and orders will be switched to prepayment at MIE's discretion, and collection proceedings will be initiated if necessary.

Any unagreed-upon discounts, credit notes, or other unauthorized deductions will be charged back to the customer.

Credit lines and discount terms granted will be automatically reduced to 0 for all accounts that have been inactive for a period of two (2) years.

12. Product Delivery, Transfer of Risk and Warranty

The agreed-upon specifications and the manufacturer's terms and conditions also apply to delivered products. Unless otherwise agreed in the order and unless prohibited by mandatory law, title and risk pass to the customer or carrier upon delivery. The customer inspects the goods immediately and report any apparent defects without undue delay. In the case of defects attributable to the supplier that are reported in a timely manner, the customer is entitled, at the supplier's discretion, to repair, replacement, or an appropriate price reduction; mandatory statutory product liability and non-waivable rights remain unaffected.

13. Limited Warranty

(1) MIE warrants that the products delivered are new, in good and proper condition, meet customary commercial standards, and are free from defects in workmanship and materials.

(2) MIE will repair or replace (at MIE's discretion) any product that is defective upon receipt or becomes defective within 180 days of delivery, unless the defect is attributable to misuse, weather conditions, neglect, damage during transport, accidents, repairs, or modifications performed by anyone other than MIE. This warranty covers only the cost of MIE replacement parts and labor approved by MIE. All other costs, expenses, and fees, including but not limited to towing, transportation, and labor costs, are the responsibility of the customer.

(3) Repair or replacement of the product as described above is the customer's sole remedy. MIE shall not be liable for any direct or indirect, incidental, consequential, punitive, exemplary, or aggregate losses or damages incurred by the customer or others arising from processing or manufacturing defects in the product or the inability to use the product properly.

(4) Engineering and consulting services are provided in accordance with the current state of the art and with the care customary in the industry. Unless expressly agreed in writing, no specific technical or economic success is guaranteed.

Unless otherwise provided in this section, MIE makes no express, implied, or statutory warranty, condition, or obligation that the products and/or services conform to any particular standard, specification, or requirement, or that they are suitable for any particular purpose. No employee is authorized to supplement or otherwise modify the warranty granted in this section.

14. Product Specifications

The specifications and instructions provided reflect the technical status of the product at the time of manufacture. It is the customer's responsibility to verify that the delivered product is suitable for its intended use. The limited warranty is void if a product or an MIE system is combined with, replaced by, or used in conjunction with third-party products—that is, products from other manufacturers of similar products and components—without our written approval.

15. Delivery Date for Products

The delivery date specified in MIE's quotes is effective as of the date of receipt of the order and MIE's order confirmation.

MIE will use reasonable efforts to meet all delivery dates specified in the written order confirmation. However, delivery dates are not binding, and deliveries made after the delivery date do not give rise to claims for damages or to the cancellation of the order in question.

16. Complaints regarding Products and Deliveries

All complaints regarding the order must be submitted within seven (7) days of receiving the goods. Returns/exchanges will only be accepted with an authorized return authorization (ARA) in accordance with MIE's return policy.

If MIE does not receive notification within this period after receiving the shipment, the product is considered approved and accepted by the customer.

Any signs of shipping damage to products must be reported directly and immediately to the shipping carrier.

17. Limitation of Liability

(1) To the extent permitted by law, MIE is liable exclusively for proven direct damages caused by a culpable breach of its contractual obligations.

(2) Liability for indirect and consequential damages, in particular for lost profits, production or operational downtime, loss of use, and data loss, is excluded to the extent permitted by law.

(3) To the extent permitted by law, MIE's liability arising out of or in connection with an order is limited to the net order value of those products and/or services that caused the damage.

(4) The foregoing limitations and exclusions of liability do not apply to the extent that liability cannot be excluded or limited under mandatory Swiss law, in particular in cases of willful misconduct or gross negligence.

18. Reservation of Ownership of Goods

MIE reserves the right of ownership to the goods delivered to the customer until complete payment of the purchase order has been made. The customer placing the order must take all necessary measures to ensure protection of MIE's property.

19. Confidentiality and Data Protection

Both parties shall treat non-public technical, commercial, and project-related information as confidential and shall use it solely for the purpose of performing the contract. Personal data shall be processed in accordance with applicable data protection laws, in particular the Swiss Data Protection Act (DSG) and—where applicable—the EU General Data Protection Regulation (GDPR). The Customer and MIE undertake to comply with the applicable data protection regulations.

The confidentiality obligation shall remain in effect for a period of 2 years following the termination of the contractual relationship.

20. Cancellation

Cancellation of an order or a service contract requires MIE's prior written consent.

MIE reserves the right to withdraw from a delivery or service obligation to a customer if MIE believes that the financial stability of the ordering customer has significantly deteriorated or if the customer misrepresents themselves with fraudulent intent.

21. Final Provision

Any amendments or additions to these Terms and Conditions must be made in writing.

Should any individual provisions of these Terms and Conditions be or become invalid, the validity of the remaining provisions shall remain unaffected.

Swiss law shall apply exclusively, excluding its conflict-of-laws rules and—to the extent permitted—the United Nations Convention on Contracts for the International Sale of Goods (CISG). Mandatory provisions of applicable law, in particular mandatory EU or member state law regarding services or products in the EU market, remain unaffected.

The place of jurisdiction for any disputes arising from these Terms and Conditions is Hinwil (Canton of Zurich).

In the event of linguistic discrepancies in the text, the original German text shall prevail.