

# General delivery and payment conditions

## 1. General

The following terms apply to all deliveries and services by MLT AG. Unless notice to the contrary is received in writing, it is assumed that these terms are understood and accepted. Deviations from these terms of delivery and payment shall only be valid in written form.

## 2. Offers, documents, descriptions

All dimensions, weights, performance data and illustrations provided in catalogues, offers and descriptions are not binding. Right is reserved to technical modifications at all times.

## 3. Prices

The prices are ex. works and subject to alteration, excluding value added tax or other taxes, unpacked, uninsured, net. Freight costs shall be borne by the purchaser.

## 4. Transfer of risk

The risk is transferred to the purchaser with despatch of the goods, even if partial deliveries are made or MLT AG has accepted other services, such as shipping costs or transport.

## 5. Delivery date

The definite date of delivery is specified in the written order acknowledgement from MLT AG. If the delivery date is not observed, MLT AG shall not be liable for any direct, indirect or any other consequential damage, provided it has done everything possible to ensure prompt delivery. Any delay in delivery shall neither give the purchaser the right to cancellation nor any claim for compensation for damages.

## 6. Retention of title

The goods shall remain the property of MLT AG until the purchase price has been paid in full. If the purchaser defaults with payment of the purchase price, MLT AG shall be authorised to enter the retention of title in the relevant register at the cost of the purchaser. Enforcement of retention of title shall not be considered as withdrawal from the contract.

## 7. Installations

The purchaser shall alone be responsible for all installations and connections provided by the client (e.g. for water, compressed air, electricity, etc.) necessary for operation of products supplied by MLT AG. Unless specifically stated in the order acknowledgement, the installation or erection of products supplied by MLT AG and their commissioning or monitoring of commissioning shall not be included in the scope of the contract. If installation is contractually agreed, it is the responsibility of the purchaser to notify MLT AG in good time about the conditions provided by the purchaser, such as physical conditions, installation possibilities, opening times or working hours, access possibilities etc. The purchaser must ensure that the installation work can be performed during normal working hours. If additional costs are incurred owing to interruptions in work or delays not attributable to MLT AG, these shall be charged to the purchaser.

## 8. Terms of payment

Payments shall be made next 30 days following the date of the invoice or by special, mutual written agreement. In the event of partial deliveries, each delivery will be charged separately and all invoices shall be payable within 30 days. The absence of payments for goods supplied or installations made shall entitle MLT AG to cease further

deliveries or work immediately, both under the same purchase agreement or for any other order from the purchaser and without prejudice to any other rights held by MLT AG.

## 9. Warranty conditions

The term of warranty shall extend for one year on all products manufactured by MLT AG. The warranty granted by MLT AG refers to the function of the goods for the intended purpose and the satisfactory processing of the materials used. Demonstrable defects, which can be attributed to defective material or faulty work, shall be eliminated free of charge or the goods replaced free of charge at the discretion of MLT AG. Excluded from this are complaints, which can be attributed to improper transport or unsuitable storage, or which have been caused by operating errors or incorrect product application, by force majeure or by third parties. Damage which can be attributed to repairs carried out or attempted by the purchaser or third party or modifications to the products shall be excluded from this warranty. The relevant warranty conditions of the corresponding manufacturer or producer shall apply to products not manufactured by MLT AG itself (e.g. refrigerators). No warranty shall be granted for spare-parts and consumable materials, such as hoses, nipples, T-pieces and membranes (e.g. for damage caused by aggressive media). Warranty benefits to resellers shall be subject to a special regulation.

## 10. Complaints

Complaints must be made within 8 days following receipt of the goods, stating the advice note or invoice number. Otherwise the consignment shall be considered accepted.

## 11. Returns

MLT AG will not in principle accept the return of goods supplied. The only exception shall be when the goods cannot be used for the intended purpose owing to the fault of MLT AG. If this is the case, the goods returned will only be accepted by agreement and in satisfactory functional condition in the original packing, with electrical cable and operating instructions.

## 12. Law applicable and place of jurisdiction

Swiss law shall be applicable.

Place of jurisdiction is the headquarters of MLT AG in CH-8602 Wangen.

In the event of any inconsistencies between the provisions of the English version and those of the original German, the original German version shall prevail.