

## General terms of sale of M+M Colordesign AG

---

### 1. General

- 1.1 These general terms of sale apply to all deliveries and services between M+M Colordesign AG (hereinafter 'M+M') and the customer. Differing customer terms and conditions are binding only if M+M has expressly recognised them in writing. Silence on the part of M+M cannot be construed as consent or recognition.
- 1.2 These general terms of sale apply even if they are not provided in a particular case, but have been brought to the attention of the customer in another way.
- 1.3 Should any provision of these general terms of sale become invalid in whole or in part, M+M and the customer will replace this provision with a new agreement that is as close as possible to the legal and economic effect of the original provision.
- 1.4 Offers from M+M (in particular those in price lists, brochures, the internet, etc.) are non-binding. Similarly, illustrations, descriptions, drawings, dimensions, weights, etc., are to be understood as approximate values and do not constitute an assurance of properties. All rights to documents remain with the contracting party that provided them and must not be transferred to third parties.
- 1.5 All agreements and legally relevant declarations of the contracting parties must be made in writing in order to be valid.

### 2. Conclusion of contract

- 2.1 The order placed by the customer (buyer) constitutes a binding offer. The contract is concluded with the written confirmation from M+M within 14 days that it accepts the order (order confirmation).
- 2.2 Deviations from the order in the order confirmation become part of the contract unless the customer objects in writing within five working days of receipt of the order confirmation. M+M reserves the right to correct simple billing errors.

### 3. Scope of M+M services

An exhaustive list of the services provided by M+M is included in the order confirmation.

### 4. Prices

- 4.1 All prices are ex works from M+M, in Swiss francs, excluding VAT, without packaging, delivery, insurance, customs duties, taxes and other ancillary costs, or any deductions. M+M is also entitled to invoice customers the prices in euros.
- 4.2 All ancillary costs, such as freight, insurance, export, import and other permits, and certifications, are borne by the customer.
- 4.3 The customer is also obliged to pay all types of taxes (in particular VAT), charges, fees, customs duties and similar that are levied in connection with the contract, or reimburse M+M on presentation of appropriate documentation if M+M is obliged to pay these costs.
- 4.4 If pricing changes between the conclusion of the contract and the delivery due to circumstances that were not foreseeable (in particular currency and raw material price fluctuations or supplier prices), M+M is entitled to adjust the prices accordingly. M+M reserves the right to adjust prices due to order changes.

### 5. Delivery period

- 5.1 The delivery period stated in the order confirmation applies.
- 5.2 The delivery period is extended commensurately in the event that
  - 5.2.1 M+M does not receive the information or the material (workpieces) it needs to fulfil the contract in good time, or if the customer later changes the specifications and thus causes a delay in delivery;
  - 5.2.2 impediments arise that M+M cannot avoid despite exercising due care, irrespective of whether they affect M+M, the customer or a third party.
- 5.3 A delay in delivery does not entitle the customer to compensation or further services unless the delay is due to an unlawful intention or gross negligence on the part of M+M. In particular, the customer is not entitled to withdraw from the contract or demand a price reduction.
- 5.4 If M+M is unable to deliver or deliver on time due to events affecting it or its suppliers for which it is not responsible, it is entitled to withdraw from the contract in whole or in part without this giving rise to damage claims on the part of the customer.
- 5.5 M+M is expressly entitled to make partial deliveries.

### 6. Transfer of benefits and risks

- 6.1 Benefits and risks transfer to the customer on dispatch of the delivery ex works.
- 6.2 The fulfilment of obligations by M+M takes place with the dispatch of the delivery ex works and handover of the goods to the carrier, transporter, etc.
- 6.3 If the shipment is delayed at the request of the customer or for other reasons for which M+M is not responsible, the risk is transferred to the customer at the time originally planned for delivery ex works. From this point forward, the goods to be delivered are stored and insured at the expense and risk of the customer.

### 7. Shipping, transport and insurance

- 7.1 Special requests regarding shipping, transport and insurance must be communicated to M+M in good time.
- 7.2 Complaints in connection with the shipment or transport must be addressed by the customer to the final carrier immediately on receipt of the delivery or the freight documents.
- 7.3 M+M is not liable for damage and loss during transport. The customer is responsible for insurance against damage of any kind.

### 8. Inspection and acceptance of the delivered goods

- 8.1 The customer must check the deliveries immediately, within three working days of receipt, for quality and quantity per the contractual agreement and notify M+M in writing of any defects within this period. After this period, the goods are deemed to have been accepted.
- 8.2 M+M must remedy the defects communicated to it in accordance with Section 8.1 as soon as possible or – at its discretion – replace the defective goods.

8.3 Defects of any kind in deliveries do not give rise to any rights or claims on the part of the customer with the exception of those expressly mentioned in Sections 8 and 9. Furthermore, there is no right to assert claims for damages that did not occur to the delivery item itself, such as loss of production, loss of use, loss of orders, loss of profit or other indirect and direct damages.

## 9. Liability

9.1 M+M is exclusively liable for defects and damage resulting from an unlawful intention or gross negligence on the part of M+M. Any other warranty and liability is expressly excluded.

In particular, M+M is not liable for defects and damages resulting from inaccurate information on the part of the customer or resulting from natural wear and tear, inadequate maintenance, improper processing and use, excessive use or other reasons for which M+M is not responsible.

9.2 The warranty period (guarantee period) of 12 months begins with dispatch of the delivery ex works. For replaced or repaired goods, the warranty period begins again and runs for 12 months from the dispatch of the replacement goods by M+M.

The warranty expires prematurely if the customer or third parties make improper changes or repairs, or if the customer, in the event that a defect has occurred, does not allow M+M to remedy the defect without delay.

9.3 If the workpieces to be processed by M+M are delivered by the customer or a third party commissioned by them, the warranty granted by M+M is limited to the contractual provision of their service. The service is deemed to have been provided in accordance with the contract if the result corresponds to the sample approved by the customer. In the event of a deviation, M+M is liable only if the deviation is due to M+M rendering the service in a different manner, through gross negligence or an unlawful intention, than when the sample was created without this having been requested or approved by the customer.

9.4 If the workpieces to be processed by M+M were designed by the customer or a third party commissioned by it and are manufactured on the instructions and on behalf of the customer by M+M or a third party commissioned by it, the M+M warranty is limited to the use of the agreed material and the execution of the production in accordance with the instructions. Section 9.3 applies to the further handling of these workpieces.

9.5 The use of the workpieces processed by M+M as end products or as a component of end products is the sole responsibility of the customer, irrespective of whether the workpieces were supplied by the customer (Section 9.3) or manufactured by M+M (Section 9.4).

If M+M is held liable by third parties for damage claims relating to product defects, the cause of which lies in the services provided by the customer or in improper use as an end product or component of end products, the customer must reimburse M+M for all costs incurred as a result.

9.6 If the liability requirements according to Section 9.1 are met, the customer is exclusively entitled to replacement or repair of the defective goods (see Section 8.2). In particular, the customer is not entitled to withdraw from the contract or demand a price reduction or to make further claims for damages.

If the workpieces delivered by the customer or a third party commissioned by the customer can no longer be used, the customer is entitled to a refund of their

material value (current value) provided only that the damage is due to gross negligence on the part of M+M. The same applies to the loss of the workpieces.

9.7 Notwithstanding the above provisions and to the extent permitted by law, the liability of M+M is limited to a maximum of the price that the customer would have owed in total for the services of M+M on the basis of the specific contractual relationship.

## 10. Payment terms

10.1 Unless otherwise agreed, the customer must pay in full within 30 days, plus VAT.

10.2 If the rights of M+M are at risk because the customer has become insolvent, M+M may suspend the execution of the order until the customer fulfils the contractually agreed obligations. M+M is entitled to withdraw from the contract if its fulfilment is not ensured within a reasonable time.

## 11. Jurisdiction and applicable law

11.1 This contract is subject to Swiss law to the exclusion of the Vienna Convention.

11.2 The exclusive place of jurisdiction for all disputes arising between the contracting parties is the registered office of M+M. The competent courts are the ordinary courts at the registered office of M+M.

## 12. Data protection

12.1 M+M processes personal data in relation to deliveries and services between M+M and the customer . The processing of customer data is subject to the provisions of the M+M privacy policy, which can be found here:  
<https://www.mmcolordesign.ch/en/privacy-policy-and-imprint>

Issue 06.2023