Mawatec AG
Selzacherstrasse 32 · CH-2545 Selzach
T +41 32 641 63 00 · info@mawatec.ch
ISO 9001 · ISO 13485

General Terms and Conditions of Sale and Delivery (GTC)

Applicable to all quotations, order confirmations, deliveries and services of Mawatec AG · Edition August 2026 · Translation of the German original (AVLB); in the event of discrepancies, the German version prevails

1 SCOPE

These GTC apply to all quotations, order confirmations, deliveries and services of Mawatec AG, Selzach (hereinafter “Mawatec”). They become part of the contract as soon as a quotation or order confirmation refers to them. Deviating or supplementary conditions of the customer, in particular its purchasing conditions, apply only insofar as Mawatec has confirmed them in writing; their application is hereby expressly rejected. In the event of contradictions, the following order of precedence applies: written individual agreement, order confirmation, these GTC.

2 QUOTATION AND CONCLUSION OF CONTRACT

Unless stated otherwise, quotations are valid for 30 days and remain non-binding until the contract is concluded. The contract is concluded upon Mawatec’s written order confirmation; its content is decisive. Changes and cancellations require Mawatec’s consent; material, tooling and machining costs already incurred as well as parts started and finished are borne by the customer.

3 PRICES

Unless otherwise agreed between the parties, prices are in Swiss francs, net ex works Selzach, excluding packaging, transport, insurance, customs duties and value added tax. They are based on the material, energy and labour costs applicable at the time of the order confirmation and on the confirmed lot sizes and call-off quantities. In the event of substantial changes to these bases, in particular deviations in the quantities actually called off, Mawatec is entitled to adjust prices appropriately.

4 TERMS OF PAYMENT

The terms of payment agreed in the order confirmation apply; in the absence of such an agreement, invoices are payable strictly net within 30 days of the invoice date. Payments are made without deduction of discounts, charges or other reductions. Upon expiry of the payment period the customer is in default without reminder and owes default interest of 5% p.a. Set-off against disputed counterclaims and the retention of payments on account of complaints are excluded. Mawatec may at any time require advance payments or securities.

5 DOCUMENTS, DRAWINGS AND SPECIFICATIONS

Only the drawings, specifications and standards named in the order confirmation, in the revision status designated therein, are decisive. The customer is responsible for the accuracy and completeness of its specifications, for function, design and material selection, and for ensuring that no third-party rights are infringed. Mawatec owes no examination of design, material or intended use. A new revision status constitutes a new order; material that can no longer be used and parts already started are invoiced.

6 TOOLS, FIXTURES AND GAUGES

Tools, fixtures and gauges remain the property of Mawatec, even if the customer contributes proportionally to their cost; such contribution covers procurement and replacement. Maintenance, servicing and replacement due to normal wear are borne by Mawatec. Drawing-specific tools are kept for three years after the last delivery.

7 CUSTOMER-SUPPLIED MATERIAL

Material supplied by the customer must be delivered in good time, free of charge, in flawless quality conforming to specification, and with an appropriate additional quantity for set-up and scrap parts (as a rule 3%). Mawatec checks it for identity, quantity and obvious defects, not for material properties. The customer is liable for additional consumption, scrap and delays resulting from unsuitable or late material.

8 DELIVERY QUANTITY

Production-related over- or under-deliveries of up to 10% of the ordered quantity are deemed to be in conformity with the contract and are invoiced according to the quantity actually delivered. This tolerance does not apply to lot sizes of fewer than ten pieces.

9 DELIVERY PERIOD, DISPATCH AND TRANSFER OF RISK

Delivery periods commence with the order confirmation, but at the earliest upon receipt of all technical documents, releases, supplied materials and agreed down payments. They are extended appropriately in the event of subsequent changes and of default by the customer. Delivery is EXW Selzach (Incoterms 2020); benefit and risk pass to the customer when the goods are made available for dispatch, including in the case of carriage-paid delivery or agreed assembly. Partial deliveries are permitted. Claims arising from late delivery require a reasonable written grace period; a contractual penalty is owed only if expressly agreed in writing. If dispatch is delayed for reasons attributable to the customer, storage is at the customer’s expense and risk.

10 RETENTION OF TITLE

The delivered products remain the property of Mawatec until all claims arising from the business relationship have been paid in full. The customer authorises Mawatec to have the retention of title entered in the register at the respective location of the goods (Art. 715 of the Swiss Civil Code) and shall cooperate accordingly.

11 INSPECTION AND NOTICE OF DEFECTS

The customer must inspect each delivery without delay, at the latest within ten working days of arrival, and give written notice of defects and quantity deviations with precise details. Hidden defects must be notified immediately upon discovery. If timely notice is not given, the delivery is deemed approved. Parts complained about must be kept available; rework by the customer or by third parties requires Mawatec’s prior written consent.

12 WARRANTY

Mawatec warrants that the products conform to the agreed drawings and specifications. The warranty period is six months from delivery ex works. In the case of a justified and timely notice of defects, Mawatec remedies the defect at its own discretion by repair or replacement delivery; replaced parts become the property of Mawatec. Further claims of the customer, in particular for rescission, price reduction or damages, are excluded. No warranty is given for defects attributable to the customer’s specifications, designs, materials or supplied parts, to natural wear, improper handling or storage, further processing by third parties, or to non-compliance with the intended conditions of use.

13 LIABILITY

Apart from the claims governed by clause 12, Mawatec is liable only for intent and gross negligence. Any liability for indirect and consequential damage - in particular loss of production or use, loss of profit, costs of sorting, rework and recall campaigns, and third-party claims - is excluded to the extent permitted by law. Liability is limited overall to the net value of the order concerned. Mandatory statutory provisions, in particular those of the Swiss Product Liability Act, remain reserved.

14 QUALITY AND STANDARDS

Mawatec manufactures in accordance with ISO 9001 and ISO 13485. The scope of inspection, documentation, initial sample inspection reports and traceability are governed by the order confirmation or by a separate quality assurance agreement.

15 INTELLECTUAL PROPERTY AND CONFIDENTIALITY

Both parties treat documents and information provided to them as confidential and use them exclusively for the purpose of the contract. Mawatec’s manufacturing know-how, processes, NC programs and fixtures remain its intellectual property. The customer indemnifies Mawatec against third-party claims for infringement of industrial property rights that arise from the customer’s specifications.

16 FORCE MAJEURE

Events beyond reasonable control - in particular natural events, shortages of energy and material, operational and transport disruptions, cyberattacks, epidemics, official measures and labour disputes - release Mawatec from its obligation to perform for their duration and extend delivery periods appropriately. If the event lasts longer than three months, either party may withdraw from the affected order without any claim to compensation arising therefrom.

17 DATA PROTECTION, ASSIGNMENT, SEVERABILITY

Personal data is processed in accordance with Swiss data protection law exclusively for the performance of the contract. Rights and obligations under the contract may be transferred to third parties only with Mawatec’s written consent. Should any provision of these GTC be invalid, the validity of the remaining provisions remains unaffected; the invalid provision shall be replaced by a permissible provision that comes closest to its economic purpose.

18 APPLICABLE LAW AND PLACE OF JURISDICTION

Swiss law applies exclusively, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). The exclusive place of jurisdiction is Solothurn, Switzerland. Mawatec remains entitled to bring proceedings against the customer at the customer’s registered office.