

The conditions below apply for all Swiss firms in the Müller Martini Group. Hereinafter all of these are referred to as **Müller Martini**.

General

1. Verbal orders and agreements shall only be binding if they have been confirmed by Müller Martini in writing, for example, by letter, fax or in electronic format.
2. Unless agreed to the contrary, written confirmation of order must be submitted to Müller Martini within max. 5 days.
3. Deviations from these general purchasing conditions shall be binding for Müller Martini only if we have declared our agreement in writing.
4. The agreed delivery clauses comply with the current INCOTERMS. In case of conflict, the latter shall take precedence over these purchasing conditions.
5. For construction projects, the conditions shall apply in accordance with SIA standard 118, in so far as no other written agreement has been made.

Means of production

6. Devices, templates, tools, models, etc. paid for by Müller Martini shall remain the property of Müller Martini and must be suitably stored and protected against loss and damage.

Labour

7. The goods supplied for processing remain the property of Müller Martini.
8. The supplier shall be liable for the improper handling and storage, loss or damage of the goods.
9. Müller Martini reserves the right to charge for blank rejects at cost price including a percentage of the transport costs.

Subcontracting

10. If the supplier intends to contract third parties to manufacture units or components, which would normally be produced by his own services, written permission must be obtained in good time from Müller Martini. Such permission shall not affect the exclusive responsibility of the supplier for the entire order.

Delivery

11. Discrepancies in delivery quantities as well as delivery dates must immediately be rectified with Müller Martini. Müller Martini is not obligated to accept over-deliveries.
12. Müller Martini expects the deliveries on the delivery dates agreed on and shall not accept any deliveries that are early or late.
13. Only those costs for packaging and freight, which are itemised in the offer, will be accepted by Müller Martini.
14. The delivery period begins with receipt of the order by the supplier, at the latest 2 days after dispatch of the order, and ends with the arrival of the goods at the place of delivery.
15. Transfer of use and risk takes place after acceptance of the delivery at the place of fulfilment.
16. If the delivery date is not complied with, the supplier shall be deemed to be in arrears after this date. Müller Martini shall be freed from the obligation to issue a reminder.

Inspection, liability and guarantee

17. Müller Martini shall have the right of inspection and checking of manufacture at the supplier's premises.
18. The supplier shall carry out quality testing prior to dispatching the goods/order, and shall document this accordingly.
19. The supplier guarantees that the delivery meets the agreed specifications, and complies with any specifications which Müller Martini is entitled to expect in good faith, even without special agreements (e.g. suitability for intended purpose, state of the art, conformity with legislation, etc.).
20. Müller Martini is released from the obligation to carry out immediate testing. Defects shall be notified on discovery. The supplier waives the right to complain that notification of faults is late.
21. Müller Martini reserves the right to charge for costs arising from errors made by the supplier.
22. The guarantee period amounts to 24 months from commissioning at the customer of Müller Martini, or at the latest 36 months from delivery by the supplier, unless otherwise agreed in writing by the parties. Müller Martini shall be entitled to claim for defects at any time after discovery of the defect during the guarantee period.
23. If the supplier falls behind in the correction of faults or in urgent cases, Müller Martini shall be entitled to correct the faults itself, or have them corrected, at the expense and risk of the supplier.
24. For construction orders the guarantee conditions according to SIA standards shall apply, in so far as no other written agreements have been made.

Dispatch, transport, packaging

25. Every dispatch must be accompanied by a delivery note. Delivery notes must contain the following information:
 - a. MM order number, order item, material number
 - b. Project number, name of contact
 - c. Precise delivery quantity and description of goods
 - d. Details of partial or remainder deliveries
26. Each item must be clearly labelled.
27. The delivery note and goods item should be marked with barcodes (barcode type 128). The barcode contains the order number and the order item number.
28. For consignments sent by agreement from the supplier's foreign works at Müller Martini's risk, instructions for dispatch and insurance must be obtained in good time from Müller Martini. The supplier shall be responsible for customs declaration.
29. The goods must be effectively protected against damage and corrosion during transport and any interim storage.
30. The supplier declares that he is willing to take back packing material.
31. The supplier undertakes to take back goods, which he has supplied for proper disposal.

Prices

32. The prices agreed shall be fixed prices and shall remain unchanged throughout the processing of the order. Any taxes shall be shown separately.
33. In cases where requested documents or certificates for materials are provided late, Müller Martini reserves the right to extend the agreed payment period accordingly.

Legislation and the environment

34. The supplier undertakes to observe the applicable laws, rules and guidelines in connection with its delivery and to hand over the corresponding prescribed documentation, such as Machinery Directive MRL 2006/42/EG, Electromagnetic Compatibility Directive EMV 2004/108/EG, Low Voltage Directive NSR 2006/95/EG, REACH Regulation 2006/1907 EG, RoHS Directive 2002/95/EG. This undertaking shall form part of the contract. If this regulation is not observed, the project shall not be considered as being correctly fulfilled. The right to claim compensation for any consequences is reserved. Müller Martini expects faultless environmental practices from its suppliers.

Replacement parts

35. The supplier shall ensure that replacement parts or compatible alternative solutions are available for all products supplied by him under reasonable conditions for a minimum of 10 years from the last delivery or after withdrawal of the product.

Copyright

36. All documents and means of production such as plans, sketches, calculations, devices, etc. made available for production or performance remain the legal property of Müller Martini. They must not be passed in any form to third parties without the prior written permission of Müller Martini. They must also not be used for the manufacture of goods for third parties.
37. On request, all documentation and all copies or duplicates must be immediately returned to Müller Martini and all electronically stored data must be erased.
38. Publications for advertising purposes in which Müller Martini is mentioned may only take place with the written consent of Müller Martini.
39. The supplier shall be liable for ensuring that use of the supplied articles does not infringe any rights or trade or company secrets of third parties. He must indemnify Müller Martini against any claims from third parties.

Product liability

40. The supplier shall indemnify Müller Martini completely against all claims from third parties and shall compensate Müller Martini for all damages incurred arising from product liability in connection with the delivery. Müller Martini undertakes to inform the supplier immediately of such claims. Müller Martini reserves the right to make claims against the supplier even after the expiry of all time limits arising from product liability laws.

Invoicing and payment

41. For every order a separate invoice must be sent immediately after dispatch of the goods. The invoice must contain the same reference details as the delivery note (acc. Art. 25). Furthermore, the origin of the goods shall be declared as follows:
 - a. **Declaration of origin "No border crossing of goods"**
On every invoice, the preferential origin (free trade agreement Switzerland-EFTA and Switzerland-EU) as well as the customs tariff number (currently valid HS code) shall be listed item-based, legally binding. The supplier shall also be obligated to submit unsolicited legally binding long-term declarations about the goods to the responsible purchasing department of Müller Martini. False declarations can be raised against the supplier by Müller Martini. Furthermore, items subject to export controls, dual use, and hazardous goods shall be identified accordingly.
 - b. **Declaration of origin "Border crossing of goods"**
On every invoice, the preferential origin (free trade agreement Switzerland-EFTA and Switzerland-EU) as well as the customs tariff number (currently valid HS code) shall be listed item-based, legally binding. Upon request by Müller Martini, the supplier shall be willing at any time to issue legally binding declarations of origin (free trade agreement Switzerland-EFTA and Switzerland-EU). False declarations can be raised against the supplier by Müller Martini. Furthermore, items subject to export controls, dual use, and hazardous goods shall be identified accordingly. Upon request by Müller Martini, the supplier shall be willing at any time to issue legally binding declarations of origin, free of charge, in a follow-up. The supplier shall also be obligated to import preferential originating products also preferentially into the country of the ordering entity (Switzerland, Germany).
42. Unless agreed otherwise, payment will take place within 45 days of receipt of the goods and the necessary documents (e.g. operating instructions, declaration of conformity, etc.). If the invoice is drawn up after delivery, the 45-day period begins on the day on which the invoice is sent.
43. The supplier may transfer claims against Müller Martini to third parties only with the consent of Müller Martini. Müller Martini shall not withhold this consent without good reason.
44. In the case of advance payments, the supplier must at the request of Müller Martini provide an irrevocable bank guarantee for the amount of the advance payment.

Confidentiality

45. The supplier shall be obligated not to make any technical and business information obtained in the framework of collaborating with Müller Martini (particularly specifications, drawings, test results, and price/cost information), neither directly nor indirectly, available to third parties in any form or to operate production for third parties that is based on it. Exempt is information that must be submitted to third parties during the course of business. The obligation of confidentiality does not apply if information
 - a. is publicly known
 - b. was already known to the supplier upon its receipt or were made accessible to the supplier by third parties without violating the obligation of confidentiality
 The respective burden of proof rests with the supplier.

Order of precedence of documents

46. In case of contradictions between individual documents, the following order of precedence shall apply:
 - a. Order from Müller Martini
 - b. All available agreements (co-operation contract and/or framework/supply agreements and/or quality assurance agreements)
 - c. Müller Martini general purchasing conditions

Place of fulfilment, court of jurisdiction and applicable law

47. The place of fulfilment for deliveries shall be the destination agreed in the order. The place of fulfilment for payment shall be the registered office of the Müller Martini firm placing the order.
48. The court of jurisdiction for the supplier and Müller Martini shall be the registered office of the Müller Martini firm placing the order. Müller Martini shall however also be entitled to sue the supplier at his registered office.
49. The order shall be subject to Swiss law. Applicability of the UN agreement of 11 April 1980 concerning contracts in international commodity sales is excluded.