maxon Group General Terms and Conditions of Procurement for Products and Other Services


1.1 Any legal relationships between maxon and Supplier with respect to the delivery of products and other services rendered to maxon by Supplier (hereinafter jointly referred to as “Service” or “Services”) shall exclusively be subject to these General Terms and Conditions of Procurement. Any general terms and conditions of Supplier shall only be applicable to the extent to which maxon expressly agreed to them in writing.

1.2 By accepting an order, Supplier acknowledges that these General Terms and Conditions of Procurement apply exclusively.

1.3 Supplier’s offers shall be legally binding and free of charge. Supplier shall have no right whatsoever to increase prices as a consequence of any changed or unforeseen circumstances.

1.4 Any and all orders, conclusions and call-offs as well as any and all amendments and supplements to them must be made in writing. Orders and call-offs may also be made on the basis of electronic data transfer, by fax or by e-mails.

1.5 Any oral agreements, in particular any subsequent amendments and supplements to these General Terms and Conditions of Procurement – including this written form requirement –, as well as any ancillary agreements must be confirmed by maxon in writing in order to be legally effective.

1.6 Supplier is aware of the fact that maxon intends to make use of Supplier’s Services for the purpose of manufacturing products which will be distributed and used all over the world (in particular also in the United States of America).

2. Prices

2.1 Prices shall be considered to be “Delivered Duty Paid” (DDP according to the 2010 Incoterms) and they shall include packaging, installation and assembly costs as well as any other costs related to installation and assembly works. Unless otherwise agreed upon between the Parties, prices shall be in CHF. In the case where maxon pays any freight costs, these costs shall be reimbursed by Supplier in the amount communicated by maxon to Supplier. In this respect, Supplier waives the right to make any objections and exceptions.

2.2 In the absence of any other prior written agreements concluded between maxon and Supplier, maxon shall in no case be obligated to bear any additional costs, irrespective of the legal and/or factual reason on which these are based (including any deviations from the quantities agreed upon in favour of maxon). Supplier shall release maxon from any and all liabilities.

3. Delivery Dates/Delay

3.1 Any agreed deadlines and dates shall be binding. Should Supplier completely or partially fail to render a Service by the end of the agreed deadline, Supplier shall be in default without the need of a warning by maxon. Supplier shall compensate maxon for any direct or indirect damage resulting from such default. Uninsured acceptance of delayed Services by maxon may not be deemed a waiver of any claims to which maxon might be entitled in connection with the delayed Services.

3.2 In case Supplier is in default, Supplier shall pay to maxon for each started week of delay a penalty in the amount of 2% of the total order value. Payment of this penalty shall not exempt Supplier from its obligation to fulfill its contractual obligations. The Supplier must pay the penalty in addition to any default damages due according to section 3.1 and the penalty payment will not be deducted from any default damages. Partial deliveries, even if agreed on, do not relieve from the penalty payment.

3.3 In the case where Supplier foresee any difficulties which might prevent it from rendering its Services on time or from delivering the quantities and the qualities agreed upon, Supplier shall immediately inform maxon in writing about this, setting out the reasons, the time period and the measures for removing these difficulties.

3.4 maxon is not obligated to accept any early and/or any incomplete Services.

3.5 Unless proven otherwise, the quantities, weights and measurements determined by maxon shall be binding.

4. Resources (Tools, Equipments, Models, etc.) and Provided Material

4.1 Any resources (such as tools, equipments, models, drawings, samples, gauges, etc.) provided by maxon shall not become the property of Supplier; these resources shall in no case be used for any third parties.

4.2 Supplier shall treat any resources provided by maxon with utmost care. Supplier shall, at its own expense, store and maintain the resources in such a way that the resources are always operational as if in new condition, insuring the resources against any possible damages and to the extent to which maxon expressly agreed to them in writing.

5. Transport / Packaging

5.1 Deliveries shall be made “Delivered Duty Paid” (DDP according to the 2010 Incoterms). Supplier is obliged to render its Services fully, faultless and on time at any place agreed by the Parties and at the agreed price. Supplier is exclusively responsible for the timely organisation and supply of any required specialist staff, tools (for example forklifts, cranes), materials, etc.

5.2 Supplier shall be responsible for professional packaging of the products. In addition, Supplier shall chose packaging, labelling and marking which ensures compliance with any and all legal requirements applicable at the place of performance and with any instructions given by maxon. The packaging must be environment-friendly and constructed in such a way that it can be unloaded without delay by forklift or cranes. The delivered goods must be professionally protected from damage and moisture.

5.3 Supplier is obliged to comply with any customs obligations, origin regulations as well as with any export control provisions according to applicable national and international law and to provide maxon with any documents and information required in this respect.

6. Service and Audit

6.1 The Service shall provide for the highest level of operational safety possible. Designs shall be made under consideration of state-of-the-art technology. In addition, the design shall be such that revisions and repairs are minimal and can be executed very quickly.

6.2 If software is part of the Services rendered, besides the right to use the software (including documentation) in line with the agreed features and to the extent necessary for making contractual use of the rendered Services. Any licence fees shall be paid by Supplier. maxon shall have the right to make backup copies.

6.3 To the extent maxon remunerates Supplier for any development Services by one-time payment, allocation to the unit price or in any other way and if in connection with such development for and delivery to maxon Supplier generates new copyright and related rights
8.3 Supplier shall submit the respective invoices separately and shall not attach them to the Services rendered. Invoicing by Supplier shall be free of charge and VAT-compliant.

8.4 Any payments made are subject to verification of the invoice. Unconditional payment of the invoice does not constitute an acceptance by maxon of the Services as contractually compliant.

8.5 In case of noncontractual performance of the Service, maxon shall have the right – without prejudice to any additional statutory and contractual claims of maxon – to retain any payments.

9 Performance in Person, Assignment and Set-Off, All-Time Demand

9.1 Supplier shall have no right to have third parties render the Service owed by Supplier.

9.2 With regard to maxon and any of maxon’s associated companies, Supplier shall have no right of set-off. Supplier shall have no right to assign its claims against maxon to any third parties and to have third parties collect such claims from maxon.

9.3 In case Supplier intends to totally or partially stop performance of the Services rendered to maxon, Supplier shall inform maxon in writing at least 12 months in advance and grant maxon the opportunity to procure the service at its all-time demand. With regard to electronic products, Supplier shall inform maxon in writing, allowing a minimum of 6 months from the notice to place final orders, and 12 months from the notice for final shipments. To avoid any misunderstandings: This provision does not grant Supplier any right to stop performance of any contractually promised Services.

10 Place of Performance

The place of performance for any and all Services shall be the destination determined by maxon. If no destination has been determined by maxon, the place of performance shall be the registered office of maxon.

11 “Maxon Supplier Code of Conduct (CoC)”

Supplier confirms receipt of the “Maxon Supplier Code of Conduct (CoC)” and will comply with its provisions. Supplier shall subject any third parties supporting Supplier in performance of the agreement (for example component suppliers and their subcontractors) to the “Maxon Supplier Code of Conduct (CoC)” as well and shall conduct inspections in this respect. In case Supplier, one of its associates (Hilfspersonen) or one of the third parties supporting Supplier in performance of the agreement violates the “Maxon Supplier Code of Conduct (CoC)”, maxon can at its discretion – at no costs and without prejudice to any additional statutory and contractual claims of maxon – with immediate effect either totally or partially withdraw from the agreement or totally or partially terminate the agreement.

12 Severability Clause

If individual provisions of these General Terms and Conditions of Procurement finally prove to be legally void or unenforceable for legal reasons, the validity of the rest of these General Terms and Conditions of Procurement shall not be affected. In such a case the Parties shall reach an agreement which replaces the provision in question by such effective provision which in economic terms is equivalent to the original provision as far as possible and they shall submit to such provision.

13 Applicable Law and Place of Jurisdiction

13.1 All agreements between the Parties shall be governed by Swiss law, without any reference to the conflict of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

13.2 For the resolution of all disputes under or relating to this agreement, the Parties shall submit to the jurisdiction of the courts having jurisdiction for Zurich / Switzerland. In addition, maxon shall have the right to bring an action against Supplier before the competent court at Supplier’s registered office or at any of Supplier’s branch offices or at the place of performance.

13.3 During any legal disputes under or relating to this agreement, Supplier shall have no right to interrupt performance of its Services or to cease from meeting any of its contractual obligations.