Allée des Défricheurs 4B
2300 La Chaux-de-Fonds (Suisse)
✆ +41 32 968 64 50
✉ welcome@dynamicmotion.ch

General Terms and Conditions of Sale of Dynamic Motion SA.

These General Terms and Conditions of Sale (GTC) apply to all orders placed with **Dynamic Motion SA**, hereinafter referred to as "the Company," for the development and supply of products, as well as for all associated services (support, consultation, safety, production, logistics, monitoring, and assistance).

Information about the Company :
Dynamic Motion SA – Allée des Défricheurs 4b – 2300 La Chaux-de-Fonds (CH)
Phone : +41 32 968 64 50
Email : welcome@dynamicmotion.ch
Commercial register : Canton de Neuchâtel
Registration number : CH-645.4.097.371-5

1. Purpose
These terms and conditions govern the sale of products and services offered by the Company. By ordering, the customer unreservedly accepts these General Terms and Conditions, unless otherwise agreed in writing. These terms take precedence over any conditions issued by the customer or mentioned in their own documents. Any order placed with Dynamic Motion SA constitutes full and complete acceptance of the terms defined below.

2. Orders
Orders must be placed in writing or through a communication method approved by the Company (e.g., email), based on a valid offer or a price list provided by the Company. Offers are valid for 30 days unless otherwise specified in writing and cannot exceed 12 months.

2.1 Order confirmation
An order is considered accepted once confirmed by the Company, which entails an obligation to comply with these terms. Until written acceptance is received, Dynamic Motion SA reserves the right to modify or reject any order placed by the customer. Unless a written request for modification or cancellation is received from the client within three (3) days of the order confirmation, the order is considered definitively accepted by the customer.

2.2 Standing order
A standard order form, spread over a maximum period of 12 months, is accepted. However, splitting deliveries may lead to price increases. Any change in the delivery schedule compared to that specified in the order confirmation may result in a revision of the delivery timeline and price.

2.3 Order cancellation
Dynamic Motion SA reserves the right to cancel its commitments in cases of doubt regarding the customer's solvency. Any work already completed will be invoiced.
In cases of serious fault by Dynamic Motion SA, the customer may cancel the order. However, delivery delays shall not, under any circumstances, be considered a serious fault.
In cases of non-payment or failure to meet contractual obligations by the client, the Company reserves the right to terminate the order after a formal notice remains unanswered for 15 days.

3. Incoterm
EXW (Ex Works) : Shipping, packaging, and customs clearance are excluded from the prices.

4. Price
The reference currency is the Swiss franc (CHF), unless otherwise specified. Payments can be made in euros (EUR) to our EUR account, based on the exchange rate in effect at the time of payment.

5. VAT
An additional tax will be applied at the prevailing legal rate (e.g., 8.1% in Switzerland).
For exports: VAT is excluded and will be charged directly by the customs broker.

6. Payment terms
Payments must be made exclusively via bank transfer to our CHF or EUR account at Banque Cantonale Neuchâteloise, with the bank details provided on our invoices.
No other payment methods (cash, checks, etc.) are accepted.

6.1 Payment rules
No discounts will be granted.
For design studies, payments are structured as follows :
- 50% at time of order.
- 50% upon delivery, with a net payment term of 30 days.

Payments must be received in full by the Company. Any bank transfer fees are the responsibility of the customer.

6.2 Payment deadlines
All invoices are payable within the timeframe specified in the offer. By default, this period is 30 calendar days net from the invoice issuance date, unless otherwise agreed.

6.3 Late payment
In the event of late payment, late fees will be applied at a rate of 1.5% per month, calculated from the first day of delay. Dynamic Motion SA will also charge a flat fee of CHF 50.- for collection costs, without prejudice to the right to charge additional fees if recovery costs exceed this amount.
Failure to pay an invoice by its due date will result in the suspension of any subsequent deliveries and entitles Dynamic Motion SA to terminate the sales contract without prior notice.

7. Project duration
The project duration begins from the moment we are able to schedule its launch. Depending on the current workload, the project starts date may be delayed compared to the order.
If the customer is required to provide information or materials, any delay on their part will result in the cancellation of the initial schedule. The project will then be rescheduled upon receipt of the necessary materials or information.

8 .Delivery time for products
The delivery times provided are estimated. Depending on the status of our inventory as well as that of our suppliers and manufacturers, these times may vary.

9. Product validation
The product must be validated by the customer before we can accept a volume order (greater than 19 units).
The validation is done through a signed document, confirming that a sample (prototype) serves as the reference for production specifications.

10. Delivery
Delivery times are provided for informational purposes. The Company commits to respecting these deadlines to the extent possible but cannot be held responsible for delays due to unforeseen events or force majeure (e.g., breakdowns, strikes, weather conditions, etc.).
The risks associated with delivery are transferred to the customer from the moment the products are shipped. In the event of damage or loss

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during transport, Dynamic Motion SA is not liable ; however, such risks are generally covered by the carrier's insurance.

11. Reception and inspection of products

It is the customer's responsibility to inspect the products upon receipt. Any claims related to apparent defects or quantity discrepancies must be made in writing within 5 days of receiving the products. After this period, the products are considered accepted.

12. Guarantee

12.1 Product guarantee :

The products are guaranteed against manufacturing defects for a period of 12 months from the date of delivery, unless otherwise specified. The guarantee does not cover damage caused by improper use, inadequate maintenance, or unauthorized modifications.

To make a guarantee claim, a prior request is required. Any guarantee claim must be accompanied by proof of purchase. The customer must take all necessary precautions to return the products in good condition.

The guarantee is provided by Dynamic Motion SA, which, at its sole discretion, may repair, replace, or take back and issue a credit. Under no circumstances will Dynamic Motion SA be held liable for any other obligations or damages. The guarantee only covers products delivered by Dynamic Motion.

12.2 Guarantee exclusions

The guarantee does not cover the following damages :

- Normal wear and tear.
- Accidental, intentional, negligent, or erroneous damage.
- Damage caused by lightning or nearby electrical arcs.
- Failure to comply with prescribed guidelines, including anti-static protection measures.
- Excessive use.
- Inadequate environmental conditions (excessive humidity, chemical agents, out-of-limit temperatures, etc.).
- Products that have been modified by the customer.
- Connection to a defective or non-compliant installation.

12.3 Return of ESD-Sensitive Equipment

ESD-sensitive equipment, particularly electronics, must be handled in accordance with ESD protection conditions. Failure to comply with these conditions will void the guarantee, and repairs cannot be guaranteed.

13. After-Sales Service

The diagnostic period is 1 business week, except during holiday periods. The repair time depends on the nature of the fault, with a typical additional timeframe of one week.

Diagnostics of products not covered by the guarantee may be charged.

14. Liability

The Company declines any responsibility for damages resulting from the use, handling, or storage of our products or services. By purchasing our products or services, the customer assumes responsibility and certifies their knowledge of proper usage thereof.

The liability of Dynamic Motion SA relating to any order shal, in no cas, exceed the total amount of the order, regardless of the cause or basis. The Company shall not, under any circumstances, be liable for indirect losses, such as loss of profit, opportunities, or production, arising from the use of its products.

15. Use of Products for Communication Purposes

Unless otherwise expressly stated in writing by the client at the time of the order, the Company is authorized to photograph and publish products during production as well as finished products for communication purposes and to showcase its expertise. Such publication may be carried out on the Company's social media channels, website, catalogs, sales brochures, presentations, or any other internal or external communication materials.

The Company undertakes not to disclose the client's name or the specific purpose of the project in these publications, unless prior written consent has been obtained from the client. Under no circumstances shall such communication compromise the confidentiality of the technical or strategic data provided by the client.

16. Confidentiality

The parties agree to treat all information exchanged in the context of the order and the execution of services as confidential, including technical specifications, commercial data, and any other sensitive information.

17. Intellectual property

All intellectual property rights related to the products (electronic boards, schematics, software, etc.) remain the exclusive property of the Company, unless expressly stated otherwise in a transfer agreement. The customer agrees not to reproduce, distribute, or modify these elements without the prior consent of the Company.

18. Force Majeure

The Company cannot be held responsible for the performance of its obligations in the event of force majeure, as defined by law and precedent (e.g., strikes, war, natural disasters, etc.), which prevent the proper execution of contracts.

19. Electronic Waste Disposal

The disposal of electronic waste is subject to strict guidelines issued by the governments of each country. We accept used products returned to us free of charge, in order to sort and recycle them through the appropriate channels. Shipping costs for the return of products are the responsibility of the customer.

20. Governing Law and Jurisdiction

These general terms and conditions are governed by Swiss law. In case of a dispute regarding their interpretation or execution, the parties agree to submit the dispute to the competent courts at the Company's registered office.

21. English Version

In the event of any conflict or inconsistency between this version and the French language version, the French version shall prevail.