General Terms and Conditions

These General Terms and Conditions apply to all business relations between Montech Conveyors Corp. and the customer. Deviations from this as well as special agreements require written confirmation by Montech Conveyors Corp.

1. Scope of delivery

The order confirmation of Montech Conveyors Corp. is decisive for the scope of delivery. Goods or services not listed therein will be invoiced separately to the customer.

2. Prices, discounts, and special conditions

2.1 Unless otherwise agreed, prices include insurance. Not included in the price are the costs for packaging, transport and assembly at the place of installation. Special and express deliveries as well as excess lengths of 3 metres or more will be charged with corresponding surcharges. The minimum order value must be respected.

2.2 Discounts and special conditions granted may change at any time and do not constitute a prejudice based on discounts and special conditions granted in previous years. Unless the conditions are agreed in writing for a specific period.

2.3 The online discount compensates all existing or regular conditions. Discounts cannot be accumulated with other discounts.

3. Terms of payment

3.1 Unless otherwise agreed, payment shall be made within 30 days of the invoice date, strictly net, without discount or other deductions, to a bank account in the name of Montech Conveyors Corp.

3.2 For orders of USD 25,000.00 or more, a down payment of 1/2 of the total amount must be made in each case.

3.3 If the customer does not comply with the terms of payment, Montech Conveyors Corp. reserves the right to charge interest from the due date of the invoice. Offsetting with counterclaims not recognized by Montech Conveyors Corp. is not permitted. In case of partial deliveries, payment shall be made according to the scope of the individual deliveries or according to prior agreement.

4. Late payments

If the customer exceeds the agreed payment deadlines, he shall, without reminder and subject to the assertion of further claims, pay interest on arrears based on the conditions applicable at the registered office of Montech, but at least 5% p.a. The contractual payment obligations shall continue to apply.

5. Right of ownership

Montech Conveyors Corp. retains title to the goods delivered until payment is made in full.

6. Checking the delivery

The completeness of the delivery is to be checked by the customer upon receipt of the shipment. If no immediate notification is made within ten working days of receipt of the goods, the scope of delivery specified on the delivery bill shall be deemed to have been approved.

7. Complaints

In the case of defects covered by the warranty, the customer must complain about them in writing within a maximum of 14 days after their discovery.

8. Warranty

8.1 Montech Conveyors Corp. warrants all goods supplied to be in perfect working order. However, conveyor belts, gear/tooth belts, round belts, shock-absorbers, and sensors are excluded from the warranty.

8.2 Also excluded from the warranty are: Damage caused by insufficient maintenance, non-observance of the operating instructions, use of unsuitable operating materials and defective work not carried out by Montech Conveyors Corp.

8.3 The warranty period is generally 2 years.

For products of the TB30, TB40 and LT40 conveyor series the warranty is 3 years.

For outlet components, motors and gear drives the warranty period is 1 year.

The warranty period begins in each case with the date of shipment. The purchaser has a right to rectification of defects.

8.4 If the Montech Conveyors Corp. type plate is missing from the product or if the type plate has been damaged or removed, all warranty claims are void.

8.5 In case of defects covered by the warranty, Montech Conveyors Corp. is entitled, at its own discretion, to repair or replace parts of the delivery that do not function properly. If parts to be replaced are not in stock at Montech Conveyors Corp., Montech will be procure them within the shortest possible manufacturing time.

8.6 In case of any defect in the delivery, the customer shall (upon prior agreement) return the shipment to Montech Conveyors Corp.; properly insured. The cost of return transportation will be borne by Montech. Express returns must be approved by Montech Conveyors Corp.

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9. Returns

The following requirements apply to returns:

9.1 Prior to return, a Return Material Authorization (RMA) number and a return form must be requested from Montech (info.us@montech.com). The RMA number must clearly be visible on each individual package.

9.2 Correct completion of the previously obtained return form ensures proper processing.

9.3 A clear description of the specific fault is required to ensure fast and cost-effective remedy of the problem.

9.4 Binding statements about the duration of the repair cannot be made. Fixed dates given by the customer are considered binding.

9.5 To accelerate processing, the customer shall be sent a non-binding cost estimate/repair offer in advance, which is valid for 2 months. The prices stated in the offers and order confirmations are binding, errors and technical changes reserved.

9.6 After expiry of the 2-month period of the cost estimate/repair offer, the Customer has a further 2 months before the goods are disposed of without further communication on the part of Montech. If the customer fails to communicate his decision within this period, Montech Conveyors Corp. will dispose of the goods and charge the customer for the storage and/or disposal costs incurred.

9.7 The customer is requested to use the original packaging or equivalent packaging for all returns and to enclose all accessories belonging to the device. Failure to do so may void the warranty.

9.8 If the stated error is not comprehensible despite careful examination, the rejected goods will be returned for a handling fee and, if applicable, the calculation of additional costs incurred.

10. Returns without RMA or in the event of incorrect orders

10.1 Returns of deliveries due to incorrect orders can only be made after prior consultation with Montech. Montech Conveyors Corp. reserves the right to charge an expense allowance of at least 20% of the order value, but at least USD 100.

10.2 For returns without RMA No., USD 100 will be charged for organizational reasons.

10.3 In the event of disposal by Montech, the Customer shall be charged USD 100 for the expenses incurred, unless a new order is placed for an equivalent item.

11. Cancellations

11.1 For order cancellations, Montech Conveyors Corp. reserves the right to charge an expense allowance of at least 20% of the order value, with a minimum charge of USD 100.

12. Minimum order value

The minimum order value (excl. transportation and packaging costs and taxes) for deliveries is USD 100 regardless of the value of goods.

13. Express surcharge

If a product or service of Montech Conveyors Corp. is requested faster than according to the standard time, Montech will charge express surcharges.

14. Limitation of liability

Montech Conveyors Corp. is not liable for any direct or indirect damages suffered by the customer or any third party beyond the terms of the warranty.

15. Contractual penalty

Any provision for a penalty shall remain without legal consequences. If a contract cannot be fulfilled because the ordered goods or services are not available, the customers will be informed.

16. Product liability

The customer is obliged to strictly follow all warnings and operating instructions. If the customer discovers any design, manufacturing, or instruction errors with respect of Montech Conveyors Corp. products or parts thereof, the customer shall be obliged to notify Montech Conveyors Corp. immediately.

17. Delivery date

17.1 The agreed delivery period is based on the circumstance's conditions foreseeable by Montech Conveyors Corp. at the time of the order.

17.2 The delivery period shall be suspended if circumstances arise which are beyond the control of Montech Conveyors Cop., irrespective of whether they arise at Montech Conveyors Corp., at the Purchaser or at a third party. Such circumstances are, for example, delayed or defective deliveries of the necessary semi-finished or finished products, significant operational disruptions, labor disputes, accidents, and natural events.

18. Terms of delivery

Unless otherwise agreed, Montech Conveyors Corp. delivers DDP in accordance with Incoterms 2010 pursuant to ICC no. 715 plus packaging and transportation costs.

19. Intellectual property

19.1 The customer acknowledges that the design of the goods supplied, and the technical documentation are the intellectual property of Montech Conveyors Corp.

19.2 By purchasing the goods, the customer does not acquire the right to use this intellectual property of Montech Conveyors Corp. in any other way, e.g., by imitation, making his own drawings or copying other documents.

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20. Damage during transport

20.1 The goods must be inspected by the customer for damage before the delivery documents are sighted.

20.2 If transport damage is suspected, it may only be accepted or acknowledged with reservation.

20.3 If there is an obvious transport damage, it must be confirmed by the carrier with his signature and notified by the Customer to Montech Conveyors Corp. (info.us@montech.com) immediately, at the latest, however, before the expiry of the complaint period of 5 days.

20.4 In case of return of goods damaged during transport, a copy of the shipping documents must be enclosed in any case.

20.5 Any liability on the part of Montech Conveyors Corp. is excluded under the following circumstances:

a) Damage to the return during transport due to insufficient packaging (this also applies if a Montech Conveyors Corp. pick-up service is used).

b) Intentional damage

c) If parts not included in the original shipment are returned without noting them on the return form.

21. Service missions

The following requirements apply to service missions:

21.1 If the agreed date for a service mission is delayed, changed, or cancelled by the customer, Montech Conveyors Corp. reserves the right to charge the customer for the resulting costs.

21.2 If the service is delayed due to the fault of the customer, Montech Conveyors Corp. reserves the right to charge the customer for the additional working hours incurred as a result.

21.3 The customer shall ensure that the place of deployment is equipped and prepared so that the deployment can be carried out by the service personnel.

21.4 In the event of any difficulties, special safety regulations or similar at the place of use, the Customer is requested to notify Montech Conveyors Corp. in advance. If the customer fails to do so, Montech Conveyors Corp. reserves the right to charge the Customer for the additional costs incurred as a result.

Applicable law

These Terms shall be interpreted under the laws of the State of North Carolina, without reference to conflict of law provisions. All disputes arising hereunder shall be resolved in a court of competent jurisdiction serving Charlotte, North Carolina. Buyer hereby consents to the jurisdiction of the state and federal courts sitting in or serving Charlotte, North Carolina and waives any claim that a proceeding brought in such courts has been brought in an inconvenient forum.

Amendments, Severability

Amendments to the General Terms and Conditions are only effective if they are made in writing. If any provision of these Terms is declared invalid or unenforceable, all other provisions of these Terms shall remain in full force and effect.

April 2024

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