

General Terms and Conditions of Contract

Manufacturer / Seller:

The Moving Mechanics Company AG, Sihlbruggstrasse 107, 6340 Baar ZG, Switzerland

Buyer:

Thank you for purchasing a product (hereinafter “Product”) from “The Moving Mechanics Company AG” (hereinafter “Manufacturer” or “TMMC”) based in Sihlbruggstrasse 107, 6340 Baar, Switzerland. The products are developed and built in Switzerland. Each product is technically unique. It consists of parts that are freely accessible from the outside and are not protected by a housing, glass, or other protective measures. The product only works when these parts can move freely and are not influenced by external factors.

It is therefore imperative that the following features of the product as well as the associated protective measures and safety regulations are analyzed before purchasing the product and that they are understood and accepted when purchasing the product.

By purchasing one of our products, the buyer takes the following information acknowledges and agrees to them in writing. Buying any product is only valid with the written signature of these terms and conditions.

1. Safety regulations

The products consist of parts that move. The buyer confirms that he has taken note of the following conditions and assumes sole responsibility for all safety precautions:

- The product consists of moving parts that are not protected and can be touched. This can result in a considerable risk of injury.
- The product must therefore not be touched by anyone (apart from those authorized by the manufacturer)

THE
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- The product must not be cleaned, but only dusted with a dust brush. Do not use cleaning agents as they can impair the finish.
- The freedom of movement of the product and its parts must not be impaired by anything or anyone.
- No persons or animals may touch the product and thereby limit or make its operation impossible.
- If the buyer decides to install the product in a location where people have access to the product, he accepts the risk of injury and assumes sole responsibility for it.
- The purchaser acknowledges that freestanding products are not firmly anchored to the floor and can be knocked over, which can cause serious injury or death.
- The product must be installed in such a way that the manufacturer can access the product in the event of maintenance. If this is no longer guaranteed by the installation, the buyer will provide technical aids such as ladders or scaffolding in the event of maintenance or repair so that the product is accessible.
- The buyer acknowledges that the parts are surface-treated (gold-plated, chrome-plated, powder-coated, lacquered or anodized) and can cause reactions in people with allergies.
- The buyer acknowledges that the product is driven by a motor which is connected to the electrical network. The corresponding precautionary measures must at any time be observed.
- The buyer ensures that the attachment points for a product must be designed for 5 times the weight of the product. The fixation points must be designed in such a way that screws and dowels can be firmly anchored in the wall. Fixation points are prepared by the buyer prior to installation based on the information provided by the manufacturer in advance. The buyer is responsible for the correct installation of the fixation points beforehand. The manufacturer suspends the product at these fixation points.
- Electrical installations that are necessary for the operation of the product are prepared by the buyer prior to installation based on the information provided by the manufacturer. The buyer is responsible for the correct installation of the electrical connection points beforehand. The product is connected to these electrical connection points by the manufacturer.
- If the product is restricted in operation, the manufacturer must be informed immediately. Corresponding instructions must be obtained from the manufacturer and the buyer may not intervene in the product himself, except with the express consent of the manufacturer.

The buyer is solely responsible for ensuring that all safety regulations described above are observed at all times. Failure to comply with these regulations can result in serious damage to the product or serious injury or even death. If these regulations are not adhered to, the guarantee for damaged parts of the product or for the entire product is void. The manufacturer also expressly rejects any kind of liability in the event of a violation of the safety regulations.

2. Sound of the product during operation

The product has moving parts which make a sound during operation. The buyer acknowledges that this sound is standard and cannot be reduced by the manufacturer. The buyer acknowledges that the nature of the surface on which the fixation points are attached can increase or decrease the sound.

3. Accuracy of the time display

Products are usually open mechanical works and do not offer any protection against changing environmental influences such as temperature, humidity, salt content of the air, air currents or contact. Products do not purport to accurately display time as they are intended to convey the contemplative enjoyment of time and not its measurement. The manufacturer sets the accuracy of every movement to plus minus 5 minutes per day in the movement.

The manufacturer does not guarantee the accuracy of a product, as this is not the intention of the product. The manufacturer can offer support to the buyer if he wants to increase the accuracy. **The manufacturer expressly points out that precise accuracy cannot be achieved with the products.** The manufacturer therefore recommends enjoying the product as a piece of art and not as a clock.

4. Environmental influences

Products are usually open mechanical works and do not offer any protection against changing environmental influences such as temperature, humidity, salt content of the air, air currents or contact. Products are not made rustproof and can be damaged in areas with tropical and subtropical climatic influences. If the buyer plans to use a tropical or subtropical climate (including salty air), he must clarify the suitability of the product before making the purchase.

If the buyer decides to install the product in a tropical, subtropical or salty climate without first notifying the manufacturer, the manufacturer will reject any guarantee for damage due to the climate.

5. Rules in the event of malfunction

If the operation of the product is restricted or impossible for known or unknown reasons, the manufacturer must be informed immediately at sales@movingmechanics.com. The buyer must describe the problem. A first aid checklist can be downloaded from www.movingmechanics.com.

In any case, the buyer must refrain from repairing the product himself. The manufacturer rejects any liability or guarantee in the event of improper handling of the product by the buyer.

6. Installation

The product is installed by the manufacturer.

Products hanging on the wall need fixation points and electrical supply. Both have to be prepared by the buyer according to the instructions being provided prior to the installation. Once the manufacturer arrives for the installation process, both the fixations points and the electrical supply must be safely and properly in place. The fixation points must hold five times the weight of the product.

The buyer provides suitable ladder and / or scaffold to make the installation possible. The amount and size of this aid must be coordinated between manufacturer and buyer prior to the installation.

If the box with the product arrives prior to the installation at the buyer, the buyer is responsible for storage in a safe and dry location. The box may not be opened by the buyer. **If the buyer opens the box, the guarantee for the product is void.** Certain products may be installed by the buyer himself, but this is only allowed with the prior written consent of the manufacturer.

Once the product is installed, the manufacturer hands over the product officially to the buyer and let him sign the terms and conditions, if that has not been done before.

The packaging is kept or disposed of by the buyer.

7. Guarantee

TMMC products are carefully manufactured in our own workshops in Switzerland and are subject to strict quality controls. TMMC products contain a serial number.

The product is warranted against manufacturing defects under normal use for a period of two (2) years from the date of original purchase from TMMC or an authorized TMMC dealer, once confirmed by TMMC.

This limited warranty does not cover damage resulting from normal wear and tear, accidents, or misuse. In particular, the safety provisions of the General Terms and Conditions under Section 1 apply.

This guarantee is only valid if this document has been read, understood and signed when purchasing the product.

Product: _____

Serial number of the product: _____

The buyer confirms that he has taken note of the content of the terms and conditions.

Place /date

Signature of the buyer