

General Terms and Conditions of Business (GTB) for Calibration Services of Mitutoyo Europe GmbH

1. Scope of Application

1.1.

The following Terms and Conditions apply supplementarily to the "General Terms and Conditions (GTB) for Works and Services of Mitutoyo Europe GmbH" as sole authority governing the performance of calibration services for the customers of Mitutoyo Europe GmbH (hereinafter known as "Mitutoyo"), including information and consulting related to the performance of calibration services.

1.2.

Customer's general terms and conditions of purchasing shall apply only if and when Mitutoyo has expressly accepted their application. In particular, silence on the part of Mitutoyo with respect to such deviating terms and conditions shall not be interpreted as acceptance or agreement, whether for present or future contracts.

1.3.

These General Terms and Conditions of Business shall apply in lieu of any Customer's terms and conditions of purchasing as well, even if and when the latter provide that the acceptance of the order is to be deemed the unconditional acceptance of the terms and conditions of purchasing. By accepting Mitutoyo's order confirmation, the Customer expressly acknowledges that he is waiving any demurrer derived from the terms and conditions of purchasing.

1.4.

These General Terms and Conditions of Business apply exclusively to companies in the sense of Section 14 BGB (German Civil Code).

2. Status of the Mitutoyo Measurement Laboratory

The Mitutoyo Measurement Laboratory has been accredited by the German Calibration Service (DKD) in accordance with the internationally applicable standard ISO/IEC 17025 and is subject to the control of the German Accreditation Council (DAR). The official registration number is DKD-K-14501.

3. Information and Consulting

3.1.

Information and consulting with regard to calibration services and their results shall be provided solely and exclusively on the basis of Mitutoyo's experience. The values and procedural steps given here shall be regarded as average values and standard procedural steps. Any and all information about the results of calibration services, in particular the information regarding precision, measurement, and performance as well as technical data contained in the offers and/or other printed materials from Mitutoyo shall be viewed as approximate average values unless Mitutoyo has expressly designated it as "binding".

3.2.

Any reference to standards, similar technical rules and technical data, and/or in relation to calibration services in information, offers, or brochures and/or advertising from Mitutoyo shall represent information about properties of such calibration services only if and when Mitutoyo has expressly declared the service feature to be a "property" or performance; otherwise, any such information is a non-binding general description of the service.

4. Basis of the Calibration Service

4.1.

Mitutoyo's calibration services are always performed in the Mitutoyo Measurement and Calibration Laboratory at Mitutoyo's place of business in Neuss. They are performed there in an ambient temperature of 18° C to 22° C and relative humidity of 45% to 60%. The Customer will be notified of the exact temperatures at the point in time of the measurement together with the measurement result.

4.2.

Express reference is hereby made to the Customer that

- objects being calibrated can change in shape and measurements due to their physical properties, in relation to the time and place of the performance of the calibration procedure as well;
- other ambient conditions during the performance can lead to other results deviating from the measurement/calibration results of Mitutoyo;
- external factors can affect the calibrated object after it leaves the Mitutoyo measurement rooms to such an extent that there may be a deviation from the measured geometric parameters;
- the documented measurement result reflects solely the current condition of the parameters being measured at the point in time of the measurement by Mitutoyo under the climatic conditions at that place.

4.3.

If and when an on-site calibration has been agreed with the Customer, Mitutoyo shall owe the calibration services only if and when the spatial, climatic, and other ambient conditions of the place of measurement permit a reasonably qualified calibration of the object being calibrated.

4.4.

Mitutoyo issues both DKD certificates and works certificates within the framework of the calibration. A claim for the issuance of DKD certificates as an official document shall exist only for the measurement values and measuring devices accredited by DKD. There is solely a claim for a Mitutoyo works certificate for any and all other calibrations.

5. Subject of the Contract

5.1.

In the absence of deviating written agreements, the subject of the contract is the calibration of the object being calibrated, i.e., the comparison of the measurement properties of the calibrated object with a known standard or measurement equipment calibrated by other laboratories or using more precise measuring procedures under the climatic conditions existing in the calibration laboratory at the time of the measurement, or, in the case of on-site calibration services, under the climatic conditions existing at the time of the on-site calibration.

5.2.

The object being calibrated must in its nature and condition be suitable for the performance of the calibration.

5.3.

The subject of the contract is furthermore the documentation of the calibration results in the form of a DKD certificate, provided that its issuance is permissible in accordance with the DKD directives, in other cases in the form of a Mitutoyo works certificate.

6. Conclusion of Contract

6.1.

The Customer shall notify Mitutoyo in writing in due time before conclusion of the contract of any special requirements for the calibration services or the calibration results.

6.2.

If the notification and the consequent modifications of a standard calibration procedure pursuant to Clause 6.1. above result in liability risks going beyond the liability risks assumed pursuant to these Terms and Conditions and the General Terms and Conditions (GTB) for Works and Services of Mitutoyo Europe GmbH for an average, simple calibration procedure, Mitutoyo shall be entitled to cancel the contract without giving rising to any claims on the part of the Customer with respect to Mitutoyo.

7. Delivery and Return of Objects for Calibration

7.1.

Unless an on-site calibration has been agreed, the Customer shall deliver the object for calibration at his risk to Mitutoyo in suitable packaging for the return.

7.2.

The object for calibration shall generally be returned, uninsured, at the Customer's risk unless otherwise agreed in writing.

7.3.

The risk of the loss and/or deterioration of the object for calibration shall transfer to the Customer upon its surrender to the forwarding agent or the transport company for the return selected by Mitutoyo.

7.4.

If the return is delayed because Mitutoyo exercises its right of retention as a consequence of default of payment, in whole or in part, of the Customer, the risk of loss or deterioration of the object for calibration shall transfer to the Customer after performance of the calibration service and the notification of the Customer.

8. Cooperation Obligations

The Customer undertakes to fulfill free of charge any and all cooperation obligations which are required for the performance of the calibration service in conformity with the contract.

9. Application of DIN Standards

If, during the course of the processing of this contractual relationship, the Parties should be in disagreement concerning the content of computer/technical terms, quality requirements, format requirements, or similar circumstances, compliance with the pertinent DIN standards as effective at the time of the conclusion of the contract shall be deemed agreed, and technical rules and regulations in accordance with state-of-the-art technology shall always apply.

10. Changes of Terms and Conditions of Business, Severance

10.1.

If a current or future provision of the concluded contract should be or become, in whole or in part, invalid/void or unenforceable for reasons other than those of Section 305 – 310 BGB, the validity of the remaining provisions of the contract shall not be affected.

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The same applies in the event that oversights or exclusions are found after conclusion of the contract. The Parties shall replace the invalid/void/unenforceable provision or oversight/exclusion with a valid provision that contains the legal and economic import of the invalid/void/unenforceable provision and takes into account the entire content of the contract. The application of Section 139 BGB (Partial Invalidity) is expressly excluded.

10.2.

The change service for these GTB is conducted on the Web site www.mitutoyo.eu.