

General Terms and Conditions of Business (GTB) for Subcontracting Measurements 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 business relationships of Mitutoyo Europe GmbH (hereinafter known as "Mitutoyo") and its Customers, including information and consulting related to the performance of subcontracting measurements.

1.2.

These General Terms and Conditions of Business for Subcontracting Measurements shall apply solely to companies in the sense of Section 14 BGB (German Civil Code).

2. Information, Consulting, Basis, and Results of the Subcontracting Measurement

2.1.

Information and consulting with regard to subcontracting measurements and their results shall be provided solely and exclusively on the basis of Mitutoyo's experience. The values given at such times shall be regarded as average values. Any and all information about the results of subcontracting measurements, 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.

2.2.

Mitutoyo performs the subcontracting measurements in a climatized room between 18° C and 22° C and relative humidity between 40% and 60%. The Customer will be notified of the exact climatic conditions at the point in time of the measurement together with the measurement result.

Mitutoyo expressly points out

- that other climatic data outside of the measurement process may lead to other, in particular to deviating measurement results;
- that measured objects can change their shape and measurements due to their physical properties (e.g., in the case of plastic parts);
- external factors can affect the measured object after it leaves the Mitutoyo measurement rooms to such an extent that there may be a deviation from the measured dimension and tolerance parameters;
- the documented measurement results therefore reflect 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.

3. Subject of the Contract

3.1.

The subject of the awarded contract is the measurement of the parameters specified by the Customer and reproduced in the order confirmation on the calibrated measuring devices of Mitutoyo as chosen by the latter and using its selected methods under the measurement conditions specified in Clause 2.2. The measurement and tolerance information which is being measured will be adequately marked in the drawing to be provided by the Customer along with the workpiece being measured. The object being measured and the drawing provided by the Customer must be suitable in their nature, condition, and design for the measurement.

The Customer shall deliver at his risk the object for measurement, together with the above-mentioned drawing, to Mitutoyo.

3.2.

The subject of the contract is furthermore the determination of the specified parameters pursuant to Clause 3.1. solely and exclusively during the performance of the measurement process in accordance with the measurement configuration selected by Mitutoyo, the documentation thereof, and the notification of the Customer, as well as the return of the measured object.

4. Prices, Customer Remarks, Delays, Liability

4.1.

All prices are generally shown in euros plus the costs of the return of the measured object and plus the value-added tax to be borne by the Customer in the current statutory amount.

4.2.

The Customer shall notify Mitutoyo in writing or text form in due time before conclusion of the contract of any special requirements for the subcontracting measurement to be performed or the measurement results and the handling of the object being measured.

4.3.

If the performance of the subcontracting measurement or the notification of the results or the return of the measured object is delayed due to reasons for which the Customer is accountable, Mitutoyo shall be entitled, after a 14-day subsequent period has been set and expired, at its discretion to request immediate payment of the compensation or to cancel the contract or to refuse fulfillment and request damage compensation in lieu of the entire performance.

Notification of the setting of the subsequent period shall be submitted in writing, whereby the requirement of written form shall be fulfilled in this case by a fax as well. It is not necessary for Mitutoyo to refer in this letter once again to its rights pursuant to this clause. In the event damage compensation is claimed, the damage compensation to be paid shall amount to no less than 20% of the agreed compensation. Both of the Parties retain the right to prove that the amount of the damage or loss was different or that no damage or loss has been suffered.

4.4.

The liability on the part of Mitutoyo shall in particular be excluded if and when damage or loss results from faulty or unsuitable use of the communicated measurement results by the Customer or third parties or from subsequent change in the physical properties of the measured object or of its ambient conditions in relation to the measurement conditions.

5. Return

5.1.

Unless otherwise agreed in writing, Mitutoyo will return the measured object, uninsured, at the Customer's risk. Selection of the transport route and the transport means used shall be at Mitutoyo's discretion.

5.2.

In the event the measured object and the measurement results are returned, the risk of accidental loss or accidental deterioration shall transfer to the Customer upon the handover of the goods being delivered to the Customer, the forwarding agent, the freight carrier, or any other company designated to carry out the shipment, but no later, however, than upon the merchandise leaving the Mitutoyo branch office.

5.3.

If, at the Customer's request, Mitutoyo sends the measurement results by e-mail, Mitutoyo shall owe solely the transmission of data by electronic means to the e-mail address provided by the Customer, but not the delivery of the data to the Customer.

5.4.

If and when dispatch is delayed because Mitutoyo, due to full or partial default of payment by the Customer, has exercised its right of retention, or owing to any other reason for which the Customer is accountable, the risk shall transfer to the Customer no later than on the date of notification of readiness for dispatch.

6. Changes of Terms and Conditions of Business, Severance

6.1.

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.

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.

6.2.

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