

General conditions (GC) – METRON Measurement SA

1 Scope

- 1.1 These general terms and conditions (GC) are applicable for all orders and contracts between METRON Measurement SA (hereinafter referred to as METRON) and customers, unless there are special signed and approved written agreements
- 1.2 Other additional or supplementary agreements shall only be valid if they have been expressly validated by METRON in writing.
- 1.3 At the time of the first supply of goods or services based on the GC of purchase, the supplier/customer accepts the GC of purchase and expressly acknowledges it has been made aware of these by METRON and has read and is familiar with them. The GC can be found on METRON's website using the following link: <https://www.METRON-labo.ch/agb.php>

2 Quotes and Offers

- 2.1 All quotes and offers are presented in writing and are valid for 90 days.
- 2.2 Publications, advertisements, and memos are not binding, especially if they do not state a period of validity or a binding price.
- 2.3 Offers do not cover transport costs and international shipments, since these are subject to too many variables. Costs will be invoiced on a time and material basis, or the customer may organise transport independently. (see paragraph 10)
- 2.4 In the event of offers (produced internally by METRON) and quotes for repairs being refused and not accepted by the customer the following costs will be invoiced(*):
- | | |
|---------------------------------------|--------------------------------------|
| - Torque wrenches: | CHF 70.00 |
| - Torque/force sensors, dynamometers: | CHF 120.00 |
| - Height gauges: | CHF 180.00 |
| - Hand-held electric instruments: | CHF 70.00 |
| - Bench-top electric instruments: | CHF 250.00 |
| - Other instruments: | subject to analysis (min. CHF 70.00) |

(*) Without prejudice to other costs described in the offer

- 2.5 In the event of offers (from external suppliers) and quotes for repairs being refused and not accepted by the customer the following costs will be invoiced(*): CHF 300.00 + logistics and delivery costs.

(*) Without prejudice to other costs described in the offer

3 Adjustments / Repairs / Batteries

- 3.1 **Adjustments / Fine-tuning up to a maximum value of CHF 85.00** will be carried out without notice. Above this value a formal offer will be issued and the adjustment will not be carried out until the offer is accepted.
- 3.2 Repairs are not included in the calibration service. In the event of an instrument being faulty we will notify the customer who will agree the functionality with the technicians.
- Repairs up to a maximum value of CHF 85.00** will be carried out without notice. Above this value a formal offer will be issued and the adjustment will not be carried out until the offer is accepted.
- 3.3 **Replacement of batteries and fuses**
Not included in the calibration service. Any replacements will be invoiced without notice. Instruments that have rechargeable batteries will be returned as they were delivered.
- N.B.: Always deliver instruments with charged batteries, chargers and power supply units.**

4 Orders

- 4.1 An order can be issued in different ways:
- 4.1.1 Customers can issue an order to METRON in writing on the basis of offers they have received.
- 4.1.1.1 Where customers issue an order to METRON which deviates from offers they have received or beyond the offer's 90 day period of validity, c will not submit an updated offer to the customer and will instead send the customer an order confirmation with the corresponding deviations. In the event of significant deviations, METRON has the right to refuse an order which follows an offer.
- 4.1.2 Customers sending objects to METRON within the scope of a global contract or service contract. In such cases the conditions of the agreed contract shall apply.
- 4.1.3 Customers spontaneously/voluntarily sending objects to METRON. METRON shall apply the standard procedures and prices will correspond to the price lists in force. Customers will subsequently receive an order confirmation and if this is not disputed within 24 hours, the order will be deemed accepted.
- 4.2 METRON will only send an order confirmation if this is requested by the customer.
- 4.3 Order confirmations do not cover: repairs, adjustments, batteries, etc.

- 4.4 There may be exceptions where invoices issued by METRON diverge from orders issued by the customer. To limit administrative costs, as described in paragraph 3, METRON has a margin of 85.00 of supplementary costs, over and above purchase order values, which will be itemised in invoices.

5 Delivery conditions

- 5.1 The supply conditions depend on the type of instruments and the respective quantities.
- 5.2 METRON undertakes to provide calibration services for standard instruments, as detailed in its service catalogue (price list) for a quantity of 30-40 items within 5-7 working days. This does not cover sets of instruments.
- 5.3 In the event of calibrations or services that are subcontracted or entrusted to third parties, the supplier conditions shall apply. The delivery times could be up to several weeks.
- 5.4 Delivery conditions can only be met if instruments are provided with the necessary accessories, manuals or technical documents, charge the batteries and/or power supply units and must be delivered by the agreed date.
- 5.5 The agreed delivery times will NOT be valid in the event of deviations from the standard service, such as repairs, complex adjustments, orders of spare parts.
- 5.6 In exceptional cases of delays to the agreed deadlines for unforeseeable reasons, METRON undertakes to notify the customer so that a suitable solution can be agreed. Should this not be satisfactory for the customer orders can be cancelled.

6 Obligations for the customer

- 6.1 The customer shall provide METRON, at its own expense, and by the agreed timeframes, with the objects and the necessary equipment, accessories, information or documents for it to perform the requested service.
- 6.2 The customer shall state in the note or work order any defects or discrepancies in the objects. Upon delivering the devices the customer shall warrant that it has downloaded any data stored on the devices, since this may be cancelled during the calibration phase. METRON shall not be responsible for the loss of data or information in instruments, such as Data-loggers.
- 6.3 The customer shall be responsible for verifying the functionality of equipment at the time of receipt. Any defects that are identified must be reported immediately to METRON, no later than 5 days from receipt. METRON shall have the right to refuse any complaints presented after such time.

7 Complaints - Non-Conformities (NC)

- 7.1 Customers have the right to make complaints. Complaints must be made in writing with details of the nature of the issue and should be supported by evidence, such as photos, documents, etc.
- 7.2 To support any claims and requests, any shortcomings and errors in the performance of orders must be notified in writing within 5 days of the order deadline (date of the delivery note); the absence of the foregoing shall constitute a waiver to any claim, and no analysis shall be conducted on the complaint after such time.
- 7.3 METRON has clear procedures for the management of complaints and Non-Conformities (NC) in accordance with regulation ISO 17025:2017. Upon request, METRON can provide details of this information and the applicable procedures.
- 7.4 In the event of complaints or non-conformities, METRON will keep the customer updated on the progress of corrective actions.

8 Delivery, packaging and transport

- 8.1 Transport takes place at the risk of the customer.
- 8.2 Requests by the customer for compensation relating to delivery and transport should be made promptly to the final haulier.
- 8.3 Insurance against damages of any kind shall be the responsibility of the customer.
- 8.4 If a complaint is due to incorrect packaging by METRON and the resulting breakage or damage to instruments, the complaint shall be made no later than 48 hours from receipt of the goods and shall be supported by relevant documentation.

9 Delivery - National Borders

- 9.1 Parcels of up to 30kg shall be sent using recorded delivery through DHL Express. The cost of the service and packaging will be invoiced.
- 9.2 In principle bulky parcels and/or EUR pallets will be organised by METRON and the costs for the service and packaging will be invoiced.

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We guarantee packaging in a workmanlike fashion using, where possible, the original packaging.

10 Delivery - International Borders

- 10.1 The above conditions shall apply.
Customs clearance operations shall be carried out by the haulier appointed by the consignor.
- 10.2 Administrative, shipping and customs costs shall be borne by the customer.
- 10.3 METRON uses as its preferred haulier, albeit not on an exclusive basis, "DHL international" and costs may vary depending on the destination.

11 Delivery arranged by the customer

- 11.1 Customers may ask to use their affiliated couriers and directly charge expedition costs to their customer code.
The use of your own courier will involve the charging of administrative costs and costs for the preparation of the parcel/pallet (CHF 10.00 per parcel and CHF 34.00 per EUR palette)
- 11.2 Unless this is clearly expressed during the order/offer phase, METRON will use its own couriers and invoice the respective delivery costs.

12 Collection and delivery costs for instruments through METRON's couriers

- 12.1 METRON can organise the collection and delivery of measurement instruments.
Requests will be assessed on a case-by-case basis in virtue of the location, distance and quantity of instruments to be calibrated.

13 Prices

- 13.1 Prices are understood to be net and denominated in Swiss francs (CHF) and are payable within 30 days, except in the event of alternative agreements or conditions made in writing. VAT, packaging cost and delivery costs shall be charged separately and itemised in invoices.
- 13.2 Requests for URGENT work, within a 48 hour period, has an additional cost and will be handled in accordance with our price list.
- 13.3 Costs for the replacement of batteries will be added to invoices without requesting the customer's consent.

14 Payment conditions

- 14.1 Payments to METRON shall be made by the customer on the basis of the agreed payment conditions without any deductions. Customers shall not have the right to withhold payments or reduce payments based on complaints or credits that have not yet been issued.
- 14.2 In the event of payment delays, a late payment charge will be added to invoices at a rate of 10% p.a. starting from the expiry date, without the need for any notification.
- 14.3 Customers will be charged CHF 20.00 for every reminder.
- 14.4 In the event of repeated late payments METRON reserves the right to withhold calibration certificates or suspend the online archiving service until it receives payments.
- 14.5 Advance payments or other payment methods can be agreed in writing.

15 Liability provisions

- 15.1 METRON guarantees an accurate and diligent service using methods and principles that are generally accepted in the sector.
- 15.2 For all direct and indirect damage (to persons, property and financial losses) sustained by the customer in connection to its contractual relationship with METRON and the latter's fulfilment, liability is excluded for contractual and non-contractual complaints where such damage was not caused intentionally or as a result of gross negligence. This exclusion also includes the liability of auxiliary persons in accordance with art. 101 of the Swiss code of obligations.
- 15.3 METRON shall not accept any liability for the non-functioning of accessories provided with the respective devices.

16 Safeguarding of secrets and confidentiality

- 16.1 All information that is acquired on the basis of an order, in particular, commercial and industrial secrets, as well as information that is communicated spontaneously in other manners, shall be treated as confidential and may only be transmitted to third parties with the express written consent of the contracting party.
- 16.2 METRON's employees are bound by commercial and professional secrecy, and the secrecy of their office based on a written agreement (drafted by METRON's management and signed by all staff) and the data protection law.

- 16.3 METRON only collects, memorises and processes data that is necessary for the performance of the service being offered and which is necessary for invoicing.

- 16.4 Within the scope of a contract, METRON shall provide to the customer certificates, reports, and similar documents. These documents are proprietary and for the internal use of the customer and may not be reproduced or provided to third parties, either entirely or in part, without METRON's approval.

- 16.5 Access to METRON's databases or applications via the Internet is only permitted for users who have been duly authorised and granted access. Data cannot be transmitted to third parties without the written consent of METRON.

17 Copyrights

- 17.1 The supply of the service does not entail the transfer of any of METRON's copyrights or industrial property rights. The methods and procedures are the property of METRON and cannot be sent or used by the customer unless this has been stipulated contractually or agreed in writing.

18 Calibration service

- 18.1 Without an express request by the customer, all calibrations will be carried out in accordance with the ISO international regulations or DIN standards that are in force at the time of the request.
- 18.2 All requests must be written in the purchase order (PO), including measuring points, specific values and special tolerances. (e.g. Data-logger of Temp. and Humidity).
- 18.3 For calibration requests without a regulation or for special instruments please attach manufacturers' drawings and the latest calibration certificate.
- 18.4 Unless specified otherwise, the calibration will be carried out with an SCS accredited certificate.
- 18.5 If the customer requests a calibration with an SCS certificate and METRON is only able to do this with ISO (calibration not included in the list of accreditations), METRON will inform the customer on the steps to be taken.

19 Declaration of conformity

- 19.1 In the absence of information and/or requests from the customer, the certificate shall include an opinion on Conformity or Non-Conformity (PASS or FAIL). This opinion will be based on the tolerance limits of the Regulation (or of the manufacturer) without taking into account measurement uncertainties.

20 On-site Calibration

- 20.1 The cost for on-site calibration is shown in the price list and is not increased. The costs for this type of service will be invoiced and put in the offer, i.e.:
- Moving of the calibrators (preparation and packaging), set-up of the calibrators in the customer's premises
 - Travelling costs
- 20.2 An offer for an on-site job will be assessed on the basis of the quantity of instruments to be calibrated and the total value. In the event of a reduction in the quantity of instruments to be calibrated, which has a negative impact on the final value, METRON may invoice a higher sum, which shall not exceed the value of the offer. Any other cases will be assessed individually.

21 Collateral agreements, amendments and additions to an agreement

- 21.1 All additional agreements, amendments, additions and legally relevant statements by the contracting parties shall be made in writing.

22 Governing Law and jurisdiction

- 22.1 The contractual relationship shall be governed exclusively by Swiss law.
- 22.2 The court of Locarno (CH) Ticino shall have exclusive jurisdiction.
- 22.3 The legal relationship is governed by Swiss law.

In the event of contradictions, the Italian language version shall prevail.
Approved by the board of directors of METRON Measurement SA,
02/04/2024 – Ver. 8