

General Terms and Conditions

1. Scope

These General Terms and Conditions (GTC) apply to all services offered by Hanemann 3D-Messlabor AG (hereinafter "HML") to the Client. Provisions agreed by contract take precedence over the provisions of these GTC where the two differ.

2. Subject Matter

HML provides measurement services in the field of dimensional metrology as well as workshops and training. The subject matter of these GTC is the procurement of services which HML provides to the Client.

3. Services

The conditions notified in advance by quotation apply to all services.

Our services are invoiced on a time-and-material basis at hourly rates, unless otherwise agreed in the quotation. All additional work requested by the Client, or arising from deviations identified during measurement, is recorded separately and invoiced accordingly.

At the quotation stage, no guarantee can be given that every characteristic is technically measurable.

Orders in the CT field lie outside the accredited scope.

HML is entitled to subcontract parts of the services to qualified third parties. Responsibility towards the Client remains with HML.

4. Conclusion of Contract

Contracts between HML and the Client concerning services to be rendered are concluded in writing or orally. Where an order is placed orally, the content of our order confirmation shall govern.

5. Terms of Payment

Payments are to be made by the Client without deduction. Unless a different period has been agreed by contract, the payment term is net within 30 days of the invoice date.

Any shipping costs are borne by the Client.

6. Warranty

HML renders its services with due care and in a professional manner, except where HML is prevented from doing so by circumstances attributable to the Client or to third parties. HML warrants continuous personal qualification, the prior structuring of the services to be rendered, process-oriented work with the Client, and the documentation of the services performed.

Any objections to the measurement report must be notified in writing within 30 days of receipt. Thereafter the report is deemed approved.

7. Liability

In the event of a breach of contractual obligations, HML is liable to the Client without limitation for direct and proven damage caused by HML through unlawful intent or gross negligence. Liability for slight negligence and for indirect or consequential damage is expressly excluded. Consequential damage includes in particular loss of profit and damage to reputation. The Client is liable to HML without limitation for direct and proven damage caused through unlawful intent or gross negligence. Liability of the Client towards HML for slight negligence is excluded.

8. Non-Solicitation

The parties shall refrain from any attempt to solicit an employee of the other contracting party for themselves or for third parties. The express written consent of one party to the employment of its staff by the other party remains reserved.

9. Confidentiality

The contracting parties undertake to keep confidential any facts and data that are neither public knowledge nor generally accessible. This obligation must also be imposed on third parties engaged. In case of doubt, facts and data are to be treated as confidential. The duty of confidentiality also continues after termination of the contractual relationship.

10. Intellectual Property

All measurement programs created by a metrology technician of HML in the course of an order are the intellectual property of HML and belong to HML unless otherwise stipulated.

Materials made available by HML to the Client are protected by copyright and belong to HML unless otherwise stipulated. Any use of the materials for public or commercial purposes without the prior written consent of HML is prohibited. Such use is prohibited in particular in divisions of the same company other than those covered by the quotation, or in companies belonging to the same group. All documents passed to the Client by HML in the course of rendering the services serve exclusively the fulfilment of the agreed order and may, within that framework, be used, reproduced and further developed within the division covered by the quotation. Disclosure to third parties, to divisions of the same company other than those covered by the quotation, or to other companies belonging to the same group, is permitted only with the written consent of HML.

Measurement reports may be passed on or reproduced only in full and unaltered. Any use for advertising purposes requires our written consent.

11. Final Provisions

The place of performance for the services is determined by the contractual agreement. The GTC apply in the version published on the HML website. Should individual provisions of these GTC be invalid or incomplete, or should performance become impossible, the validity of the remaining parts of these GTC shall not be affected.

These GTC and the contractual relationship between HML and the Client are governed exclusively by Swiss law, to the exclusion of its conflict-of-law provisions.

The exclusive place of jurisdiction for any disputes between HML and the Client is the registered office of HML. HML is entitled to bring proceedings against the Client at the domicile or registered office of the Client.

12. Governing Language

These General Terms and Conditions are a translation of the German original. In the event of any discrepancy between the German and the English version, the German version shall prevail.