



# Mess-Technik Blatter AG

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## Terms & Conditions

Except for specific written agreements, all services are provided within the framework of the following conditions.

### 1 Delivery of examinees

The customer is responsible for ensuring that the test specimens are adequately protected against damage during transport until delivery to Mess-Technik Blatter AG.

Transport damage will be reported to the customer immediately after detection at Mess-Technik Blatter AG.

Mess-Technik Blatter AG cannot be held liable for transport damage that occurred during delivery.

If there is insufficient protection for transport, Mess-Technik Blatter AG reports this to the customer.

In order to minimise the risk of transport damage, Mess-Technik Blatter AG proposes appropriate measures to ensure adequate transport protection.

The customer approves the proposed measures for improved transport protection or initiates appropriate measures for the protection of the test specimens himself.

If the customer does not give the go-ahead for an improvement in transport protection or does not initiate any preventive measures itself, Mess-Technik Blatter AG will send the test specimens in the original packaging received. In this case, the customer assumes full liability for any transport damage.

### 2 Place of performance

Unless expressly stated otherwise, the domicile of Mess-Technik Blatter AG shall be deemed to be the place of performance for the services.

### 3 Scope of testing and measurement

The scope of testing is based on the internal calibration instructions and accredited procedures of Mess-Technik Blatter AG or according to test requirements previously agreed with the customer.

### 4 Execution

Mess-Technik Blatter AG may outsource the execution of individual services to third parties, whereby the latter remains responsible for the result of the work as well as for its own services.

Subcontracting and the corresponding disclosure of data, documents and information will only take place in consultation and approval by the customer.

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## **5 Calibration Certificates**

The results are sent to the customer in the form of a written calibration certificate or, if desired, electronically via PDF. The calibration certificate can only be given to third parties by the customer as a whole.

## **6 Liability**

The calibration certificates refer exclusively to the test specimens sent to the laboratory.

Unless otherwise agreed, the customer is responsible for the test specimens and transport. See also point 1 Delivery of examinees. The laboratory's liability for the proper handling of the test specimens begins with the receipt of the test specimens by a responsible employee. Any questions or complaints regarding the calibration certificate or invoice must be addressed directly to the laboratory within 10 days of delivery.

No liability is assumed in the event of pure financial losses such as loss of use, business interruption or loss of profit. This exclusion does not apply to the extent that Mess-Technik Blatter AG caused the damage through gross negligence or intentionally.

## **7 Customer's liability**

The customer is responsible for ensuring that the correct and valid test bases are provided for test specimens that cannot be tested according to the standard.

## **8 Warranty and Liability**

Mess-Technik Blatter AG is only liable for damage to the contractual partner or to third parties caused by gross negligence or intent. This applies in particular to the destruction or damage of the customer's items and to damages incurred by the contractual partner or third parties in connection with the use of the order results provided (consequential damages).

Liability for warranty claims against Mess-Technik Blatter AG is excluded to the extent permitted by law.

Defects in the execution of the order must be reported in writing within 10 days after the end of the order – in order to protect any claims and demands – otherwise a waiver will be accepted.

## **9 Data management and measurement results**

If an issued calibration certificate needs to be changed, a new calibration certificate with a new certificate number will be issued and, where necessary, the reason for the change will be included in the report.

Each measurement is referenced by a unique certificate number.

An appropriate infrastructure and a defined data backup concept ensure the integrity of the data and information.



## 10 Confidentiality

The confidentiality of the laboratory's activities is guaranteed. Without a written agreement from the customer, Mess-Technik Blatter AG refuses to hand over calibration certificates to third parties.

Only the customers named in the calibration certificates will receive either a printout, electronically via PDF or electronic access to a password-protected platform.

Mess-Technik Blatter AG is obliged to treat confidentially all data and documents that become known to it from the customer in connection with the fulfilment of the order. Unless the customer releases him from this duty of confidentiality in writing.

Mess-Technik Blatter AG obliges its employees to treat all data and documents supplied by the customer for the fulfilment of the order in the strictest confidence.

Information about the customer that comes from sources other than the customer (e.g. complainants, supervisory authorities) must be treated confidentially between the customer and Mess-Technik Blatter AG. The source of information must be treated confidentially by Mess-Technik Blatter AG. This source of information may not be communicated to the customer without their consent.

## 11 Privacy

Only company- and order-specific relevant data that is relevant for the fulfilment of orders, customer-specific requirements and communication is stored. Corresponding data will only be viewed by the executing persons and updated in the event of changes.

Data and documents contained in the scope of services of Mess-Technik Blatter AG are therefore generally subject to copyright ©.

## 12 Disclosure and publication of data and documents

Mess-Technik Blatter AG is responsible for making the data and documents provided, in whole or in part, accessible to other parties, publishing them or using them further.

Mess-Technik Blatter AG ensures that the data transferred is protected from free access by employees and that it is neither copied nor passed on to third parties.

If Mess-Technik Blatter AG is required by law to disclose confidential information, the customer concerned must be informed of the information provided.

## 13 Tariffs

The rate is the current price list stored on the website or the offer created explicitly for the test order.

### 13.1 Terms of payment

The payment period is 30 days from the invoice date.