

General Terms and Conditions of Business (GTB) for Maintenance and Repair 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 business relationships of Mitutoyo Europe GmbH (hereinafter known as "Mitutoyo") and its Customers, including information and consulting related to maintenance and repair by Mitutoyo.

1.2. These Terms and Conditions apply solely and exclusively to business transactions with companies in the sense of Section 14 BGB (German Civil Code).

2. Conclusion of Contract

2.1. If and when an object is accepted without reservations for repair at Mitutoyo, the contract shall be deemed concluded upon the acceptance.

2.2. The engagement of Mitutoyo includes the Customer's offer to Mitutoyo to convey to Mitutoyo title to any parts replaced within the framework of the repair without additional compensation.

3. Basis of Contract

If the service performance by Mitutoyo includes a repair for which the creation of the full functionality of the object under repair is the subject of the contract, the successful performance of the work shall be owed solely and exclusively subject to the following terms and conditions:

- The device to be repaired was operated, used, and maintained in accordance with its intended purpose and the supplied documentation;
- The device was operated solely with the use of Mitutoyo original accessories, consumables, and spare parts;
- The device was operated under the surroundings and location conditions foreseen for its use;
- Mitutoyo expressly does not assume a procurement risk for spare parts within the framework of the repair order.

4. Handling of Repairs, Services at the Customer's Premises

4.1. The repair to be carried out by Mitutoyo will be performed within a reasonable period, taking into account availability of spare parts.

4.2. Mitutoyo shall notify the Customer of the exact date, if a specific date has not been agreed, of on-site repairs and/or service assignments no later than two days in advance.

4.3. In the event that the work cannot be carried out on the agreed date, the other Party must be notified of this no later than two business days in advance (receipt of notification). If the Customer culpably fails to give the required notice, he shall compensate Mitutoyo for any loss or damage suffered by the latter as a consequence. Mitutoyo is to this extent entitled to charge lump-sum damages in the amount of 20% of the agreed compensation. Both Parties are entitled to prove that lower or higher loss or damage has been suffered.

4.4. Repair work and other services as on-site services will be carried out, unless otherwise agreed in writing, in the time between 8:00 a.m. and 4:30 p.m., Monday through Thursday, and between 8:00 a.m. and 3:00 p.m. on Fridays (normal working hours), with the exception of legal and local public holidays and of the period between 12/24 and 12/31 of each and every year.

4.5. Repairs at Mitutoyo as well as repair and service work on the site outside of the above-mentioned normal working hours or on weekends and public holidays can be agreed in individual cases and will be billed separately at our emergency service rates with an additional service compensation (travel expenses and hourly rates).

4.6. If and when a service is ordered by telephone, the contract shall be deemed concluded by the order confirmation from Mitutoyo or by commencement of the service work by Mitutoyo.

4.7. During the performance of services on the site, a customer service representative from Mitutoyo will prepare a service report which the Customer signs as confirmation of the orderly performance of the ordered service.

4.8. Any and all parts replaced by Mitutoyo within the framework of the service performance shall become its property.

5. Provision of Used Devices

5.1. If and when Mitutoyo concludes an agreement with the Customer regarding a substitute legal transaction in the form of the sale of a used device due to the economic futility of a repair, Mitutoyo is obligated to maintain the most common spare parts for the sold device for a period of no more than 6 months after the sale.

5.2. Upon the sale of the used device, the object of the maintenance repair shall become the property of Mitutoyo without requiring special payment by Mitutoyo.

6. Return of Used Electrical Devices, Environmental Protection

6.1. Electric and electronic devices bearing the manufacturer's label "Mitutoyo" and the additionally applied symbol for the labeling of electric and electronic devices in accordance with Section 7 ElektroG (German Electrical Equipment Act) (picture of a refuse container on wheels with a line drawn through it and a solid bar under it) must always be returned by the Customer for disposal solely and exclusively to return points in Germany authorized by Mitutoyo for this purpose for the further handling, reprocessing, or disposal.

The return of these devices to other collection points in Germany, in particular to public collection points for electric scrap from private households, is not permitted. Clause 6.4 applies mutatis mutandis to deliveries to customers whose domicile or company registered office is outside the territory of Germany.

6.2. The Customer is obligated to learn about details and terms and conditions of the German Mitutoyo return system and the possible return sites by logging onto <http://www.mitutoyo-weee.de> on the Internet or by contacting directly the German Mitutoyo representative offices or authorized Mitutoyo dealers in Germany as soon as used electric devices in accordance with Clause 6.1 are delivered and, in particular, at the end of the product lifetime of each product.

6.3. The Customer undertakes, when passing on used electric devices in accordance with Clause 6.1. within Germany, to obligate the recipient in the same manner and to notify him in particular that the devices must be returned exclusively to the Mitutoyo return system.

6.4. If, at the time of their disposal, used electric devices in accordance with Clause 6.1. are located outside the territory of Germany, they must – in deviation from the above regulations – always be submitted for reprocessing or disposal within the country in accordance with the applicable laws of this state and must not be returned to the German Mitutoyo return system.

7. Changes of Terms and Conditions of Business, Severance

7.1. 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.

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