



## **METAS General Terms and Conditions (METAS GTC)**

### **1 Area of application and general information**

- 1.1 The METAS GTC shall apply exclusively to all legal transactions between METAS and external contractual partners in which METAS renders services or acts as a seller.
- 1.2 Other GTC shall be expressly excluded, even if explicit reference is made to such, for example in an order or in an order confirmation.
- 1.3 The METAS GTC are publicly available on the Internet at [www.metas.ch](http://www.metas.ch) and are thus accessible to contractual partners.
- 1.4 Amendments, subsidiary agreements and supplements as well as any exceptions to the requirement for written form must always be made in writing.
- 1.5 Should individual provisions of the METAS GTC be invalid, the validity of the other provisions shall remain unaffected.
- 1.6 The place of performance shall be Wabern unless a different place of performance is dictated by the nature of the order.
- 1.7 Compliance with occupational health and safety regulations (e.g. Driver's Ordinance) remains reserved.
- 1.8 An agreement is created upon issuance of the agreement confirmation (order confirmation) by METAS or acceptance of the METAS offer by the contractual partner. Reservations (e.g. for test trucks) and registrations (e.g. for training) do not yet constitute a binding agreement.

### **2 Maintenance of secrecy**

- 2.1 All information obtained on the basis of the order, in particular operating and business secrets as well as other voluntarily provided information, shall be treated strictly confidentially and shall be passed on to third parties only with the contractual partner's express written consent.
- 2.2 The METAS employees are subject to business and official secrecy in accordance with Article 22 of the Federal Personnel Act of 24 March 2000 (FPA; SR 172.220.1) and are obliged to maintain secrecy.
- 2.3 Legal obligations to disclose information which in principle is handled by METAS with strict confidentiality remain reserved.

### **3 Costs, payment terms**

- 3.1 The costs (fees) and expenses for the services rendered by METAS are in line with the service catalogue applicable to individual cases or the offers submitted. On a subsidiary basis, the amounts stipulated in the Ordinance of 5 July 2006 on the Fees charged by the Federal Office of Metrology (FeeO-METAS; SR 941.298.2) plus value-added tax shall apply.
- 3.2 Invoices are to be paid within the time for payment stated in the invoice, at the latest, however, within 30 days after tendering the invoice. The decisive currency shall be the Swiss Franc.

### **4 Withdrawal**

The contractual partner may withdraw from the agreement in accordance with the binding provisions of the Code of Obligations of 30 March 1911 (CO; SR 220). If the withdrawal occurs at an inopportune moment, the withdrawing contractual partner is obliged to provide compensation for the damage caused to METAS. The minimum amount to be paid is equal to the withdrawal fee stipulated in the applicable service catalogue. If an interim result is demanded, the METAS expenditures which are nec-

essary to prepare the interim result in a handover-ready state and deliver it to the contractual partner may be charged in addition to the actual prior expenditures.

## **5 Warranty and liability**

- 5.1 METAS shall be liable only for damages to the contractual partner or to third parties which it caused intentionally or by gross negligence. This applies in particular to destruction of or damage to objects of the customer and to damage that occurs in connection with usage of the results of the order by the contractual partner or by third parties (consequential damage).
- 5.2 Liability for warranty claims against METAS is excluded to the extent permitted by law.
- 5.3 In order to safeguard any possible claims and demands, any defects in the execution of the order are to be notified in writing within 10 days after completion of the order; otherwise a waiver shall be assumed.

## **6 Other terms and conditions**

- 6.1 Unproductive waiting times e.g. due to lack of operational readiness, contamination of a measuring instrument or inadequate organisation shall be charged as a demand.
- 6.2 If METAS is unable to meet the agreed deadline due to circumstances beyond its control (such as strikes, cancellation of planes or trains, accidents, short-term road closures or impassable roads, breakdowns, short-term unavailability of an employee e.g. due to illness or the like) or if METAS must cancel a current order due to circumstances beyond its control, no claims for damages may be asserted against METAS.
- 6.3 A current order which must be cancelled for reasons listed in section 6.2 shall be invoiced for the hours that were actually worked prior to the cancellation.
- 6.4 The transfer of the order to third parties shall require the prior consent of the other contracting party in each case.

## **7 Documents and intellectual property**

- 7.1 Documents created by METAS may be transferred only in their complete form.
- 7.2 A partial transfer as well as in particular the copying of the logo or the affixing of METAS stickers by the customer is prohibited.
- 7.3 The contractual partner shall ensure that a false impression of Swiss origin does not arise on the basis on a service provided by METAS.

## **8 Legal venue and applicable law**

The legal venue for all disputes shall be the competent courts for Köniz (Wabern). These present METAS GTC shall apply exclusively and, on a subsidiary basis, the provisions of the Swiss Code of Obligations; the applicability of the Vienna Convention on Contracts for the International Sale on Goods (CISG) and of choice of law rules (in particular the Federal Act of 18 December 1987 on International Private Law [IPLA; SR 291]), which refer to foreign law, shall be excluded.