Third-part measurement order for CT services per component



Customer data:

Customer: Contact: Street: Post Code/Place: Customer's order No.: Delivery address: (if different)		Department: Phone: Fax: Email: iwis OC No.:							
Street: Post Code/Place: Customer's order No.:		Fax: Email:							
Post Code/Place: Customer's order No.:		Email:							
Customer's order No.:									
		iwic OC No -							
Delivery address: (if different)		IWIS OC NO.:	No.:						
			•						
Street:		Post Code/Place:							
Part name / part number / purpos	e of measurement:								
Part number:		Preferred	d date:						
Presentation of Anal Measurement result	ysis; cloud diagram 🔲 Measure	Number of parts for measurement:							
Drawing specifications:			•						
Drawing No.:		Index:							
What characteristics are to be meas	ured/measurement job?								
Marked characteristics as per draw	ing: yes no	USB stick Data DVD							
Brief description of measurement j	ob, risks to or arising from the meas	sured object of which iwi	s should b	e aware:					
Standard format template:	☐ PPAP/PDF	Other							
Proprietary format template:									
Specification via dataset:									
3D volume dataset present in form	at: STEP IGES								
Data transfer via:	☐ Email to computertomographie@iwis.com ☐ Data medium Other								
Data transfer via:	Linan tocompatertomograpine@iv	Data incuit	****						





Legal information

1. Content of agreement / payment

- 1.1 The nature and scope of the services to be provided by iwis motorsysteme GmbH & Co. KG, Albert-Roßhaupter-Str. 53, 81369 Munich, Germany ("iwis") on behalf of the partner to the agreement (in particular measurement operations at a computer tomograph, also referred to as "CT") will, in the absence of any written agreements to the contrary, be based exclusively on the provisions of the present agreement. An agreement on the provision of measurement services is concluded only if iwis accepts the order placed by the partner to the agreement in writing within 10 days of receipt.
- 1.2 The agreement relates solely to the provision of measurement services provided by iwis in respect of the objects provided for measurement by the partner to the agreement. iwis will provide no assessment or advice concerning the applicability, usability or suitability of the measurements or their results.
- 1.3 iwis will not inspect the objects provided for measurement by the partner to the agreement (i) either for damage, except in cases where the occurrence of transport damage is evident even to non-experts, or (ii) for their suitability for CT measurement.
- 1.4 The services will be provided in 86899 Landsberg am Lech, Celsiusstr. 19. This is the place of fulfilment.
- 1.5 Unless expressly indicated to the contrary in the statement of acceptance issued by iwis, measurements will generally take place within 10 days of reception of the objects to be measured. Objects for measurement will be sent DAP (INCOTERMS 2010) by the partner to the agreement.
- 1.6 Objects sent for measurement and the results of the measurements will be returned to the partner to the agreement FCA.
- 1.7 A flat-rate fee will be charged. Any statutory sales tax will be charged additionally. Payments by the partner to the agreement are due within 30 days of invoice.

2. Information to be supplied by the partner to the agreement

- 2.1 The partner to the agreement has, for the purposes of the drafting of the offer, expressly informed iwis in writing of the existence and nature of any risks of damage to the objects to be measured as a result of the agreed measurement.
- 2.2 The partner to the agreement has, for the purposes of the drafting of the offer, expressly informed iwis in writing of the existence of any risk of damage to the CT resulting from the objects to be measured.

3. Warranty / liability

- 3.1 iwis will ensure that the work is carried out by qualified personnel who are familiar with the the characteristics of CT and the associated technology.
- 3.2 iwis expressly states that it is not able to judge whether the objects may change before or after the measurement in such a way as to render the results of the measurement inapplicable. For the purposes of the fulfilment of measurement orders, only the correctness of the measurement at the time of the measurement is definitive.
- 3.3 To maintain its rights, the partner to the agreement must indicate any identifiable defects (including implausibility of measurements) immediately. § 377 of the German Commercial Code shall apply ac-
- 3.4 In the case of an incorrect measurement, iwis will provide supplementary performance free of charge (new measurement). If such supplementary performance is impossible or unsuccessful or if iwis fails to remedy the error within the period specified for this purpose by the partner to this agreement, then the partner is entitled to withdraw from the agreement. Furthermore, all liability on the part of iwis, and in particular any liability for damages and irrespective of the legal grounds, is excluded unless such damage is caused intentionally by or arises from the gross negligence of iwis or its executive employees. In the latter case, the claim for damages shall be limited to such typical damages as were reasonably foreseeable at the time of conclusion of the agreement.
- 3.5 In the event of damage to property and financial loss due to ordinary or gross negligence, iwis and its vicarious agents shall be liable only in the case of a breach of its material obligations under the terms of the agreement. The amount of any such liability, however, shall be limited to such typical damages foreseeable at the time of conclusion of the agreement.
- 3.6 iwis shall, provided that no supplementary work is required as set out in section 3.4, invoice the partner to the agreement for the effort demonstrably undertaken by it should it prove impossible to fulfil an order due to the fact that the measurement could not be determined despite adherence to proper engineering standards, culpable failure by the partner to the agreement to adhere to the agreed deadlines, or cancellation of the order due to withdrawal by the partner to the agreement.
- 3.7 Claims by the partner to the agreement due to the defective or incorrect conduct of measurements expire one year after delivery of the results unless iwis has fraudulently concealed such defects, in which case the relevant legal provisions shall apply. The same applies to all other liability claims.

This page will be completed by iwis!



Customer data:							
Customer:				Department:			
Contact:				Phone:			
Street:				Fax:			
Post Code/Place:				Email:			
Customer's order No.:				iwis OC No.:			
Delivery address: (if diffe	erent)						
Street:				Post Code/Place:			
Time in hours							
Hours - iwis motorsysten	eme			x Rate - iwis moto	Rate - iwis motorsysteme		
External hours				x €198.00			
Flat-rate processing	costs (EU)		Flat-rate processi	ng costs (non-EU)		
Return of components		€ 65.00	Flat-rate for customs of and return FCA	€ 105.00			
Documentation on data medium			Documentation on da				
Costs of clamping equipment / clamping material				Costs of clamping equ			
Comments regarding me	asuremer	nt service					
Measurement service co	mpleted?	yes no					
If no, please enter reaso	n:						
			M MWG (***				
Please forward this page i	internally i	or invoice creation to): M-MW5 (M	s. Ottero / Ms. Schondorf	er)		



