

**PLEASE READ THE FOLLOWING TERMS CAREFULLY BEFORE USING METRON-TRACKER. BY USING THIS WEB SITE, YOU AGREE TO THE TERMS OF ITS USE. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS, DO NOT ACCESS OR USE METRON-TRACKER, OR DOWNLOAD MATERIAL FROM IT.**

By accessing, browsing and/or using Metron-Tracker, you acknowledge that you have read, understood, and agree, to be bound by the present terms of its use and to comply with all applicable laws and regulations, including export and re-export control laws and regulations.

## **TERMINOLOGY**

In these terms and conditions of use, the following terminology is used. When a word is written with a capital letter, this indicates that the following definition of the relevant word is referred to:

- METRON Measurement and its affiliates: a company incorporated under the laws of the Switzerland.
- Metron-Tracker: a secured portal in which information can be provided about the testing and calibration services for METRON Measurement's customers and customers of METRON Measurement's Affiliates;
- Customer: a company with whom METRON Measurement or one of METRON Measurement's Affiliates has made an agreement regarding testing and/or calibration services (hereinafter referred to as 'Service Agreement')

## **TERMS AND CONDITIONS OF METRON-TRACKER**

### **1. Terms and Conditions**

These Terms and Conditions of Metron-Tracker are applicable in addition to the agreement between METRON MEASUREMENT or sister-companies of METRON MEASUREMENT and customer regarding the use of Metron-Tracker (hereinafter referred to as "the Metron-Tracker Agreement") and in addition to the agreement for testing and calibration services between METRON MEASUREMENT or sister-companies of METRON MEASUREMENT and customer (hereinafter referred to as "Service Agreement"). In case of any discrepancies between named Agreements, the contents and meaning of this Terms and Conditions shall prevail.

METRON MEASUREMENT periodically may update or revise the contents of Metron-Tracker or these Terms and Conditions without notice and therefore you are advised to frequently consult the Metron-Tracker and these Terms and Conditions to be informed of any changes.

### **2. Access to Metron-Tracker**

The decision to grant access to Metron-Tracker to any person or organization will be made by METRON MEASUREMENT at its sole discretion. Access generally is limited to customers of METRON MEASUREMENT and/or METRON MEASUREMENT's sister-companies with whom METRON MEASUREMENT has made a Metron-Tracker Agreement and who require information about the status of the tests METRON MEASUREMENT is performing for them, the results of such tests and the certificates belonging to the test results.

Metron-Tracker is not intended to act as a substitute for the written documentation provided by METRON MEASUREMENT or her sister-companies regarding the Service Agreement, unless specifically agreed in the Metron-Tracker Agreement and allowed by applicable standards and the law.

### **3. Termination**

METRON MEASUREMENT may deny or terminate access to Metron-Tracker and the services provided on Metron-Tracker at any time and for any reason. Customer may terminate access to and use of Metron-Tracker at any time and for any reason.

The provisions regarding Confidentiality, Copyright and License of Service Content, Limitation of Liability, Indemnification, and Disclaimer of Warranty, however, shall survive. METRON MEASUREMENT specifically reserves the right to seek equitable relief, monetary and all other available remedies and damages for customer's violation of any of these terms and conditions. METRON MEASUREMENT will use reasonable efforts to inform Customer in good time before any termination.

### **4. Copyright and License of Service Content**

The entire contents of Metron-Tracker are copyrighted as a collective work under national and international copyright laws. Except as expressly provided below, customer agrees not to copy, redistribute, or publish any part of Metron-Tracker without the prior written consent of an METRON MEASUREMENT-Officer. Customer may download material from Metron-Tracker for his use granted by a the Metron-Tracker Agreement, provided that customer maintains all copyright, legends, logos, brand names and other notices contained in such material. Customer may not (a) redistribute that material over any network (including any local area network), (b) disclose that material to any third parties, including subsidiary and affiliated companies; (c) sell that material, or (d) offer for sale that material, except in case of information specifically produced for Customer as part of the Service Agreement. Customer may not post any downloaded material to any other

online service (including any bulletin board or the Internet) without the express written permission of METRON MEASUREMENT.

Customer may make: (a) one machine readable copy, (b) one backup copy, and (c) one print copy of any material downloaded from Metron-Tracker.

Customer agrees not to upload or otherwise publish any content that violates any copyright or other third party rights or is libellous, defamatory, obscene, abusive or offensive or which contains any viruses, worms, "trojan horses" or any other harmful programs or items of a destructive nature.

## **5. Warranty Disclaimer and Limitation of Liabilities**

Metron-Tracker and all of the Information it contains are provided "as is" and without warranty of any kind, whether express or implied. METRON MEASUREMENT disclaims all warranties, express or implied, including but not limited to implied warranties of merchantability, non-infringement and fitness for a particular purpose. METRON MEASUREMENT takes all reasonable measures to prevent incorrect or incomplete Information from appearing on this Metron-Tracker, but does not in any way guarantee or warrant (neither explicitly nor implicitly) the technical or typographical accuracy or completeness of the Information. METRON MEASUREMENT does not in any way guarantee or warrant that Metron-Tracker works without interruption or failures. Although METRON MEASUREMENT will use all reasonable efforts to secure the access to the portal against un-authorized access or use by third parties, METRON MEASUREMENT does not in any way guarantee or warrant that third parties can not gain access to the Information on Metron-Tracker. Nor does METRON MEASUREMENT guarantee or warrant that Metron-Tracker or the server supporting this Metron-Tracker is free of viruses or other harmful programs or items of a destructive nature. Use of this Metron-Tracker and the provided Information is at your own risk. Insofar as permitted by law, METRON MEASUREMENT does not accept any liability for injuries, expenses, losses, and/or damages (including but not limited to direct damage, indirect damage, consequential damage, loss of business, additional damage, incidental damage and particular damage, damage to net assets, loss of electronic data, loss of profit, losses incurred, loss of clients, or any other form of damage) resulting in any way whatsoever from information appearing on this Metron-Tracker or any other web site to which this Metron-Tracker is linked, or any use whatsoever and by anybody of this Metron-Tracker, even if METRON MEASUREMENT is expressly advised of the possibility of such damages. In addition, with respect to questions, requests for technical support, and other inquiries directed to METRON MEASUREMENT by customer, METRON MEASUREMENT does not guarantee that it will respond within a particular time period, or at all, except that METRON MEASUREMENT will use reasonable efforts to respond within a reasonable time period at its own discretion.

## **6. Indemnification**

Customer agrees to indemnify, defend, and hold harmless METRON MEASUREMENT, its predecessors, successors, parent and subsidiary corporations, sister-companies, affiliates, licensors, and their respective officers, directors, employees, and agents from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, arising out of the use of Metron-Tracker by customer, including but not limited to these out of the infringements of intellectual property rights of third parties.

## **7. Miscellaneous**

- a. Governing Law; Forum. These terms and conditions and the resolution of any dispute arising hereunder shall all be governed and construed in accordance with Swiss law, without regard to any jurisdiction's conflicts of law principles. Any dispute shall be exclusively brought before the District Court of Locarno, Switzerland.
- b. Confidentiality. Customer agrees to hold in strictest confidence any information and material it receives in connection with Metron-Tracker, or any related service, or which is related to METRON MEASUREMENT's business, or which is designated as proprietary and confidential by METRON MEASUREMENT. Customer agrees to make use of Metron-Tracker only in connection with sharing technical information related to its internal business operations. Customer's obligations of confidentiality under these terms and conditions shall survive after access to Metron-Tracker, and or the Web Site of METRON MEASUREMENT has been denied and or terminated.
- c. Entire terms and conditions. These terms and conditions constitutes the entire terms and conditions of the parties on the subject matter of these terms and conditions and supersedes all prior agreements and understandings related to Metron-Tracker. These terms and conditions, however, do not modify any existing agreements between Parties or agreements or Parties may enter into subsequent agreements hereto. All amendments must be in writing signed by both parties.
- d. No Waiver. No waiver of any breach of these terms and conditions shall constitute a waiver of a subsequent breach.
- e. Attorneys' Fees. METRON MEASUREMENT shall have the right to collect from customer its reasonable expenses incurred in enforcing these terms and conditions, including attorneys' fees.
- f. Severability. If any provision of these terms and conditions is held invalid or unenforceable by a court or agency of competent jurisdiction, the remaining provisions shall nevertheless remain valid.
- g. Notices. METRON MEASUREMENT may deliver notices on Metron-Tracker, by electronic mail on the Internet or by written communication to the customer's registered address. Customers may give notice to METRON MEASUREMENT by electronic mail to info@metron-labo.ch or by written communication to METRON MEASUREMENT's registered address.

Latest version

This version was placed on May, 2017