

General Terms and Conditions for services in the field of Facility Management (MT)

JUNE 2023

1. Basic principles/scope of application

These General Terms and Conditions govern the contractual relationship between the customer and Flughafen Zürich AG, Facility Management (MT) and shall apply bindingly to all services which MT provides on customer-specific building installations/systems («systems») and their components. Terms and conditions to the contrary and any pre-formulated contractual terms and conditions of the customer shall not be binding and shall not form part of the agreements between MT and the customer unless MT expressly agrees to them in writing.

2. Preconditions for the provision of services, duties and obligations of the customer (supplies)

The customer shall provide MT, its auxiliary staff and subcontractors with immediate and unhindered access to the premises where the system and its components are located, while complying with the corresponding access regulations. The customer shall ensure that a competent contact person is available to MT during work assignments. If the customer requests a service, it shall describe the initial situation to MT prior to the assignment and provide MT with all information and documents available to it and necessary for the provision of the services, in particular for fault or error rectification.

As long as MT is obliged to deliver the contractual services, the customer shall have work on the system carried out only by MT or third parties authorised by MT. MT shall not bear the costs of any security and surveillance measures ordered by the customer or by the authorities for the system maintained by MT in accordance with the contract.

The customer shall be obliged to take measures at the place of performance necessary to protect the health and ensure the safety of MT personnel and other auxiliary staff.

3. Contact details

The customer is obliged to provide MT with up-to-date information such as its name and address, and to notify MT of any changes in writing or by fax without delay.

4. Prices

The prices specified in the contract apply. All prices stated in the contract are in CHF plus statutory value added tax.

5. Operating hours

The agreed service shall be delivered within normal working hours (07:00–17:00, Monday–Friday). Outside normal working hours a fee (flat-rate charge) in accordance with the current price list will apply.

6. Invoicing

The client shall pay remuneration for the provision of the contractually agreed services. Invoicing will take place as specified in the contract or the confirmation of proposal. Where the total due is less than CHF 10,000, the remuneration shall be paid annually in advance as a one-off payment. Larger sums will be divided by four and invoiced quarterly in advance. Services not agreed in advance shall be invoiced to the client in accordance with the current price list (flat-rate charge) at flat hourly rates.

6.1. Terms of payment and receivables

Unless otherwise agreed in writing, all invoices must be paid net within 30 days of the invoice date. The customer may object to the invoice within 10 days, stating its reasons in writing. If the customer fails to comply with the agreed payment terms, it shall be in default without a reminder (known as an expiry-date transaction) and MT shall from then on be entitled to discontinue the contractually agreed services as well as charging default interest. The customer shall not be entitled to settle claims by means of offsetting.

7. Extraordinary termination

If the customer acts unlawfully or in breach of the contract, MT shall be entitled to terminate all service contracts with the customer without notice. MT reserves the right to claim damages.

8. Duration of the warranty

MT guarantees the careful execution of maintenance and the defect-free condition of spare parts.

8.1 Complaint period

Maintenance and spare parts are to be checked immediately by the customer. Complaints must be made in writing within 5 days. MT must be notified of defects that are not readily detectable immediately after they are discovered.

8.2 Warranty period

The warranty for maintenance and spare parts is valid for 1 year from execution or installation. It expires in any case on the termination of the contract. It also expires if the product is serviced, interfered with and/or modified by third parties without MT's consent. This shall also apply if MT's maintenance and repair recommendations are refused or ignored.

8.3 Fulfilment of the warranty

MT shall fulfil its warranty obligation by at its own discretion repairing defective parts free of charge, supplying spare parts free ex works or repeating the maintenance free of charge in whole or in part. Any further obligation to modify, reduce, rectify or pay compensation, including compensation for consequential damage, is excluded. In particular, MT shall not be liable for the customer's own expenses, the costs of replacement, repair or cleaning unilaterally caused by the customer, interruption of operations, water and environmental damage, loss of profit, etc. MT shall be entitled to charge the customer additionally for the costs associated with troubleshooting if the faults complained of by the customer are neither detectable nor reproducible during troubleshooting or their cause lies outside the serviced system.

8.4 Exclusion

Damage due to the following causes is excluded from the warranty: a) force majeure, b) non-observance of technical operation and maintenance guidelines, c) faulty operation or inadequate maintenance of the product, d) third-party work. No warranty applies to parts and operating materials that are subject to natural wear (seals, electrical components, chemicals etc.).

9. Data protection and confidentiality

Flughafen Zürich AG undertakes to process customer data with care and only for the purposes necessary to deliver the service and comply with data-protection provisions. The customer is prohibited from disclosing information on the content of this contract to third parties unless MT has given its prior written consent.

10. Liability of Flughafen Zürich AG

MT undertakes to perform the services contractually assigned to it with due care. Flughafen Zürich AG is not liable for damages arising from contractual obligations unless there is intent or gross negligence. In the absence of any contractual agreement to the contrary, cover is limited to a maximum of CHF 1,000,000 for personal injury and property damage combined. No liability is accepted for consequential damage, nor for losses resulting from force majeure, catastrophic events or for other reasons beyond the control of Flughafen Zürich AG.

11. Entry into force, duration, termination

In the absence of any contractual agreement to the contrary, this contract shall enter into force on being signed by both contracting parties. The contract shall be concluded for an indefinite period and may be terminated in writing on 31 December of any year, subject to a notice period of 3 months – though not before two contract years have elapsed. In the case of individual orders, the contract shall commence with the written confirmation of the order by MT and shall end when the service has been delivered.

12. Amendments to the contract

MT reserves the right to make changes to its services, prices and these General Terms and Conditions at any time. MT will notify customers of such changes in an appropriate manner. In the event of changes in tax or duty rates, specifically value-added tax, MT is entitled to adjust its prices accordingly. In this event the customer has no right of premature termination. The remuneration and hourly rates may be adjusted annually on 1 January in line with inflation and following the national consumer price index (CPI). The reference date (starting value) for the calculation of inflation is the date on which the contract comes into force.

13. Assignment of rights and obligations

The customer may not assign rights or obligations under this contract to a third party without the prior consent of MT.

14. Applicable law and place of jurisdiction

This contract is governed by Swiss law. The place of jurisdiction is Bülach ZH.