

The Terms and Conditions are designed to assure that the outcome of the Tool Testing Lab, Inc. (TTL) goods and services are as successful as possible for both parties involved, requiring the combined effort of both TTL staff and the customer. Tool Testing Lab, Inc. is referred to herein as "TTL". The Customer's acceptance of the products or services provided by TTL shall agree to the following terms and conditions.

**Record Keeping** - TTL will maintain records of calibration and repair history for a minimum of 10 years.

**Pricing** - TTL agrees to maintain the quoted service pricing for the term of a purchase order and/or contract, provided that a firm purchase order and/or contract for the work, is received within thirty (30) days of the quote date.

**Calibration Intervals** - Calibration intervals can be set to any interval requested, determined by the customer.

**Payment Terms** - Invoices are payable within thirty (30) days from invoice date unless otherwise agreed upon in writing, in advance. Finance charges of 1.5% monthly may be added if not paid when due.

**Sales Taxes** - Sales tax will be collected on work shipped to an Ohio location, unless an exemption is on file.

**Transportation and Risk of Loss** - Unless otherwise stated by TTL, delivery of products shall be F.O.B. point of shipment and transportation expenses shall be paid by the Customer. Risk of loss passes to the Customer at the point of shipment.

**Warranty** - TTL warrants all repairs & calibration, to be free from defects in material or workmanship under normal use and service for a period of ninety (90) days from the date of invoice. TTL will repair or calibrate equipment at no charge if item is returned to TTL at the Customer's expense.

**Limitation of Warranty and Liability** - Liability of TTL (except as to title) shall not exceed the cost of correcting defects in products or calibrations. TTL assumes no liability for the consequences of misuse of products by the Customer. The foregoing is TTL's only obligation and the Customer's only remedy for breach of warranty. Except for gross negligence, willful misconduct, and remedies permitted under any other clause of these Terms and Conditions, the foregoing is the Customer's only remedy hereunder by way of breach of contract, negligence or other tort, or otherwise. In no event shall the Customer be entitled to incidental, special or consequential damages.

**Discrepancies in Shipment and Damage to Merchandise** - Products distributed are carefully packed and thoroughly inspected before leaving TTL's facility. Any claim for discrepancies will be honored only if reported within fifteen (15) days from receipt of shipment. TTL is not responsible for damages incurred before being in TTL's possession, nor after leaving TTL's possession, including items such as drift, transportation effects, and improper handling.

**Acceptance of Terms and Conditions** - Acceptance of the terms and conditions herein is an essential prerequisite to any contract of sale made by the seller. No condition stated by the Customer in its offer or acceptance shall be binding upon the seller if in conflict with, inconsistent with, or in addition to the terms and conditions contained herein. Acceptance of any good or service manufactured and /or delivered hereunder shall constitute purchaser's agreement to said terms and conditions.

**Safety** - TTL will refuse any work, which, in TTL's opinion, would be hazardous to personnel or equipment.

**Storage** - Any item(s) not picked-up, shipped or delivered within 30 days after invoicing and advising the tools are ready for shipping or pickup, will have a storage fee invoiced monthly. The fee is calculated at \$5.00 per Sq. Ft. of storage space, for every month or partial month of storage. Item(s) held over 1 year are considered abandoned and become the property of TTL and may be offered for sale.

Any customer item(s) that TTL has requested and not received approval to repair, certify or ship back within 30 days after receipt, and advising customer that more information is needed, will have a storage fee invoiced monthly. The fee shall be calculated at \$5.00 per square foot of storage space, for every week or partial week that TTL is storing customer items. Item(s) held over 1 year are considered abandoned and will become the property of Tool Testing Laboratory, Inc. and may be offered for sale.

#### **PRICING, TURNAROUND AND RETURN TIMES**

TTL reserves the right, with documented evidence, to modify pricing quoted in error, or where the requirements of the work have necessitated a substantial change in manpower or equipment requirements.

Equipment may be added at any time during the duration of the contract or deleted from the agreement with written notice, prior to the date of calibration under the agreement.

**Equipment Evaluation** - If a unit is sent in for tool calibration but is found to need repair and is beyond economical repair, TTL offers a no charge evaluation. If TTL is unable to repair and certify the tool, and a complete fail report including data is required, there will be a report charge.

**Repairs** are an additional charge.

**Flat Rate Per Tool** - cost covers adjustment, certification and complete test data information. This is the cost in advance, without waiting on time consuming quotes or receiving a higher dollar invoice than expected.

**5 WORKING DAYS** - Typical tools received in the TTL lab, that are not damaged and/or require repair, will be certified within that timeframe or the customer will not be charged for the certification.

#### **EXPEDITE SERVICES**

**While You Wait Services** - Expediting a certification has an additional 100% surcharge

**Same Day Services** - Expediting a certification has an additional 50% surcharge

**Next Day Services** - Expediting a certification has an additional 25% surcharge

**Weekend or Holiday Services** - Expediting a certification has an additional 100% surcharge

#### **ON-SITE SERVICES AND PRICING**

**On-Site Work Flow** - When work is performed at a Customer's site, it is the responsibility of the Customer to have instruments available to facilitate steady workflow. TTL requests the Customer's cooperation in providing the on-site technician(s) with an environmentally controlled area to perform calibrations and to stage instruments. This area must have proper lighting and electrical service as well as adequate space to set up equipment and computer(s).

**On-Site Laboratory Work Flow** - When work is performed at a Customer's site, it is the Customer responsibility to have instruments available for steady workflow.

Technicians are trained to ascertain times on-site and to keep schedules current and on track for TTL customers. When tools for calibration require disassembly of the equipment to disengage, that responsibility lies with the customer. The TTL technician does not assemble/disassemble facility machinery or provide maintenance and repair services when onsite for a scheduled calibration visit. Those services are provided when specific instruction and/or requests are documented and approved and will be agreed with and charged to the customer accordingly.

If **unplanned downtime** due to situations out of TTL's control, such as tools not being readily available for calibration, etc., the site contact will be notified, and that time will be billed at \$150/hr. in 0.25-hour increments.

When on-site, calibration certificates are subject to a review process before submitting to the customer. If special circumstance warrants the calibration certificate to be provided at the same time of the service, that certificate will be considered by the customer as a non-reviewed certificate that is still subject to review.

**On-Site Pricing** - Signed agreement required prior to scheduling on-site work. A dedicated work area within the site location is required depending on the type of equipment. A parking area is required if the TTL mobile laboratory vehicles are mobilized.

The minimum on-site charge is \$500 plus travel charges, and if travel and labor time exceeds 10 hours, overnight stay is required; lodging (at cost) and a daily per diem of \$50/technician will be charged. Travel expense is based on a round trip zone charge from our laboratory in Tipp City, Ohio. Travel time on weekends will be at 150% of the zone charge.

**Tools certified after an 8-hr. workday and weekends, will be charged at 150% of the standard flat rate charge.**

#### **STANDARDS AND PRACTICES**

The service level, with data and uncertainties, is to be determined on a per item basis. A calibration certificate with traceability information will be provided. Work will be performed in accordance with TTL's 17025 Accredited Scope of Services and TTL's Quality System. All calibration standards will be traceable to SI units through NIST, or other recognized national or international bodies or physical constants.

All calibration has a minimum of 4:1 Test Uncertainty Ratio (TUR). If less than 4:1, actual TUR will be noted.

TTL technicians are trained and monitored for competency.

TTL will report the environmental conditions under which calibration is performed (temperature and humidity).

Batteries will be replaced if under the stated voltage.

If repairs are required prior to performing the calibration, an estimate of time and cost will be provided.

The tool will be cleaned and given a sticker that will include the calibration date, due date (if agreed upon with the customer), and initials of the technician. Tamper-resistant seals will be applied where appropriate.

A certificate of calibration will be supplied for each calibrated instrument.

For items received in an out-of-tolerance condition, a separate out-of-tolerance notification will be provided. The report will identify the instrument, and data for parameters found in an out-of-tolerance condition.

Calibration recall notification will be provided for each device prior to the calibration due date.

***For additional information please check the web site at [www.ttlcal.com](http://www.ttlcal.com) or call 937-898-5696.***