

# Terms & Conditions

## Physical Address

2600 Central Avenue  
Suite F  
Union City, CA 94587  
PH: (877) 291-8548

## Terms and Conditions of Sale Applying to Calibration Services by Valley Calibration Services.

Valley Calibration Services is herein referred to as “VCS”. The customer purchasing goods or services from VCS is herein referred to as the “Customer”. The Customer’s acceptance of goods or services provided by VCS shall manifest the Customer’s assent to the following terms and conditions. However, VCS reserves the right, in its sole discretion, to refuse any purchase order submitted by the Customer.

**1. Record Keeping** – VCS will maintain records of calibration and repair history in the Indysoft LIMS. Software versions of these records are maintained for a minimum of ten (10) years.

**2. 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. VCS 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 our computer(s) and printer(s).

**3. Pricing** – VCS agrees to maintain the quoted calibration service pricing for the term of a purchase order and / or service contract, provided that a firm purchase order and/or contract for the work quoted is received within forty-five (45) days of the quote date.

**4. Calibration Intervals** – Calibration intervals are per the request of the Customer. VCS maintains historical data, which may be made available to assist the Customer in making his/her determinations, but VCS makes no recommendation regarding the accuracy of the intervals determined by the Customer. If an interval is not specified at the time of order, the calibration interval will be set at 12 months.

**5. Renewal and Termination** – The scheduled renewal date of this agreement shall be the later of (a) the first anniversary of the effective date of the Calibration Service Agreement, or (b) upon completion of the term of years selected under service options. This agreement shall be updated by VCS issuing a revised Calibration Service Agreement on the scheduled renewal date based on the then prevailing rates of VCS for such service. This agreement may be terminated by either party on the scheduled renewal date only, with thirty (30) days prior written notice.

Notwithstanding the above, this agreement shall renew and be binding for the subsequent series of twelve (12) month periods under the terms of revised agreements issued on an annual basis, or failing such issuance by VCS, under the terms of the originally authorized agreement.

**6. Terms of Payment** – Invoices are due and payable in full within thirty (30) days from their date unless other terms have been agreed to in writing by VCS. Finance charges at the rate of 1 ½% monthly may be added at VCS's option to any invoice not paid when due. Prices stated in the invoices are subject to change for corrections unless otherwise noted.

**7. Sales and Similar Taxes** – Unless otherwise stated, VCS's prices do not include sales, use, excise or similar taxes. Consequently, the amount of any present or future sale, use, excise or other tax applicable to the sale of the products hereunder shall be paid by the customer in addition to the invoice amounts.

**8. Transportation and Risk of Loss** – Unless otherwise stated by VCS, delivery of products hereunder shall be as follows:

For shipments delivered within the Continental United States and outside of the United States – delivery of products shall be F.O.B. point of shipment and transportation expenses shall be paid by the Customer. Title to the products, right to possession and risk of loss pass to the Customer at the point of shipment even if (a) the carrier is selected by VCS or (b) prices are quoted F.O.B. destination, C.O.D. or in any other manner.

**9. Warranty** – VCS warrants all repairs made 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 shipment to the Customer. Expendable items such as fuses, batteries, test leads, and carrying cases are not warranted. VCS will repair at its option, without charge, F.O.B. Company's facility, any equipment or part thereof found to be defective in material or workmanship if such item is returned to Company's facility, transportation prepaid.

Any number of factors can cause a calibrated unit to drift out of tolerance at any time following its calibration. VCS warrants that any item calibrated by it, found to be out of tolerance within ninety (90) days, due to defects in workmanship, including VCS-provided parts, VCS repair or calibration processes, will be recalibrated at no charge if such item is returned to Company's facility at the Customer's expense.

Parts used to replace defective parts provided by VCS shall be new or equivalent to new in performance. Title to replacement parts shall pass to the Customer upon shipment, and the defective parts shall become the property of VCS upon receipt.

**10. Limitation of Warranty and Liability** – The liability of VCS (except as to title) shall in no case exceed the cost of correcting defects in products or calibrations and shall not extend beyond one (1) year from date of shipment. All claims for defective products, parts or calibrations under this warranty must be made in writing immediately upon discovery. VCS assumes no liability for the consequences of misuse of products by the Customer.

THE FOREGOING IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES WHATSOEVER, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. Any references by VCS to the Customer's specifications and similar requirements are only to describe products, and no representations or other terms therein shall have any cause or effect. Catalogs, circulars, and similar literature of VCS are issued for general information purposes only and shall not be deemed to modify the provisions hereof.

The foregoing is VCS'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. VCS does not authorize any agent or representative to warrant product fitness for any particular use or to make any other warranty, express or implied, or to assume any liability, except as set forth herein.

**11. Patents** – The Customer shall hold VCS harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with the Customer's designs, specifications or instructions. Except as otherwise provided in the preceding sentence. VCS shall defend any suit or proceeding brought against the Customer so far as based on a claim that any product or any part thereof, furnished under this contract constitutes an infringement of any patent of the United States, if notified promptly in writing and given authority, information, and assistance (at VCS's expense) for the defense of same, and VCS shall pay all damages and costs awarded against the Customer. In case said product, or any part thereof, as in such suit held to constitute infringement and the use of said product or part is enjoined, VCS shall, at its own expense, either procure for the Customer, the right to continue using said product or part; or replace same with non-infringing products; or modify it so it becomes non-infringing; or remove said products and refund the purchase price and pay the transportation and installation costs thereof. The foregoing states the entire liability of VCS for patent infringement by the said products or any part thereof. The sale of products by VCS does not convey any license, by implication, estoppel, or otherwise, under patent claims covering combinations of said products with other devices or elements.

**12. Discrepancies in Shipment and Damage to Merchandise** – Products distributed by VCS are carefully packed and thoroughly inspected before leaving VCS's facility. Any claim for discrepancies will be honored only if reported within seven (7) days from receipt of shipment.

Responsibility for safe delivery of products is assumed by the carrier upon its acceptance of the shipment. Consequently, claims for loss or damage sustained in transit must therefore be filed with the carrier as follows: written requests for inspection by the carrier's agent should be made within seven (7) days of the delivery date when concealed loss or damage is discovered. Concealed loss or damage means loss or damage which is not apparent until merchandise is unpacked; contents may be damaged in transit due to rough handling even though packaging may not show external damage. As to visible loss or damage, any external evidence of loss or damage must be noted on the freight bill or express receipt, and such document should be signed by the carrier's agent at the time of delivery. The Customer's failure to adequately describe such external evidence of loss or damage may result in the carrier's refusing to honor a damage claim. The carrier will supply a form for filing such a claim.

**13. 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.

**14. Miscellaneous** –This Agreement shall be construed and interpreted under the laws of the State of California. The parties hereby consent to the jurisdiction of the courts of the State of California and agree that venue shall lie in Alameda County. The invalidity in whole or in part of any provision hereof shall not affect the validity of any other provision.

**15. Safety** – VCS reserves the right to refuse to carry out any work, which, in VCS’s opinion, would be hazardous. VCS shall not be responsible in any way to Customer for any such refusal. VCS shall comply with all of Customer’s safety requirements where applicable; however, any protective clothing or any other equipment required as result of Customer’s requirements shall be provided to VCS at no cost. VCS also reserves the right to refuse to cross picket lines if, in VCS’s opinion, said action may result in harm or potential harm to its employees.

**16. Delayed Performance** – If the performance of this agreement, or of any obligation hereunder is interfered with by reason of any circumstance whatsoever beyond the control of the party affected, then the party affected shall be excused from such performance on a day-to-day basis to the extent of such interference (and the other party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such party’s obligations relate to the performance so interfered with); provided that the party so affected shall use reasonable efforts to remove such causes of non-performance. Notwithstanding the aforementioned circumstances, VCS will, to the best of its ability, provide the service covered herein.

# STANDARDS AND PRACTICES

## Calibration

The service level, either with or without data and uncertainties, is to be determined on a per item basis. A calibration certificate with traceability information will be provided. As-found and as-left data will be recorded and provided on a separate data sheet for with-data level only.

All work will be performed in accordance with VCS's Quality System. Key aspects of the service will include:

- VCS Calibrations are performed to Manufacturers specifications & recommended test points. Custom specifications and/or test points requested will result in additional charges.
  - All calibration standards will be traceable to SI units through NIST, NRC Canada, or to other recognized national or international bodies or physical constants.
  - All calibration processes will have a minimum of 4:1 Test Uncertainty Ratio (TUR) on devices we calibrate. If we are unable to achieve this ratio on a given calibration, the actual TUR will be noted.
  - Calibration standards will be cross-checked before and after performing on-site calibration work, as applicable.
  - Calibration work will be performed by trained technicians.
  - VCS will monitor and report the temperature and relative humidity under which the calibration work is performed.
  - All calibration data will be entered into our Indysoft LIMS metrology management system. Procedures, test points, and error tolerances are managed within the Indysoft LIMS software. The software performs all error calculations and pass/fail determinations.
  - All instruments will be inspected and cleaned.
  - Batteries will only be changed when the instrument is received without a battery or when the battery charge is low and impacts the calibration results.
  - If repairs are required prior to performing the calibration, an estimate of time and cost will be provided. Repairs will be done only with written customer approval.
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- A calibration sticker will be affixed to each instrument except where it will interfere with the unit's functionality. The sticker will include the calibration date, due date, and initials of the technician. Tamper-resistant seals will be applied where appropriate.
  - A certificate of calibration will be supplied for each calibrated instrument. The certificate and supplemental reports are generated by our Indysoft LIMS system and will include:
    - Device identification including manufacturer, model, serial#, and customer ID number (if supplied).
    - Temperature and relative humidity in the laboratory or calibration area.
    - The procedure number used to perform the work.
    - Calibration date and calibration due date, if supplied by the customer.
    - A list of all standards used in the calibration including their calibration and due dates.

- For items received in an out-of-tolerance condition, a separate out-of-tolerance notification will be provided. The out-of-tolerance report will identify the instrument and include as-found data for any parameters found in an out-of-tolerance condition.
- If data is requested (service level Cert with Data), a separate data sheet will be provided for each device. The data sheet is generated by our Indysoft LIMS and will include:
  - Device identification.
  - Calibration date and due date.
  - Nominal values used for each test point.
  - High and low tolerances for each test point.
  - As-found and as-left values for each test point.
- All calibration certificates will be available through our C3 online service at no additional charge. In addition, the calibration data is available there for customers who order calibration with data. C3 gives you password-protected access via the Internet to your calibration records. You can view and print instrument lists, print certificates (and data, if purchased), view recall details, and check the status of work in progress.
- Calibration recall notification will be provided for each device at least thirty (30) days prior to the calibration due date.
- It is the customer's responsibility to ensure instruments sent to VCS are free of contamination in accordance with State & Federal transportation and/or safety requirements.
- Specifically, instruments must be free of all chemical and biological agents, oils, or other flammable material and any other contaminants that could cross-contaminate other lab instruments, before being shipped to VCS for calibration or repair. Any contaminated material will be deemed a hazardous material.
- Any shipment containing hazardous material received at a VCS facility will not be returned. It will be the customer's responsibility to pick up the hazardous material within thirty (15) days.
  - In the event the Customer does not pick up the hazardous material within the thirty (15) days, a local, registered hazardous material disposal company will be contacted for proper disposal or disposition of any such material, and the Customer will be invoiced for the resulting charges.
- Unless otherwise contractually specified, a binary decision rule, utilizing simple acceptance, and simple rejection criteria will be used for the determination of compliance.
  - When compliance statement are present, they are reported without factoring in the effects of uncertainty and comply with the guidelines established by B89.7.3.1-2001 (R2019) as follows:
  - The acceptance zone is defined as: less than or equal to the high limit, and/or greater than or equal to the low limit. The rejection zones are defined as greater than the high limit and/or less than the low limit.

- Single measurement results in the acceptance zone are identified as in-tolerance. Single measurement results in the rejection zone are identified as out-of-tolerance (OOT).
- When all measurement results are in the acceptance zone for repeated measurements, for the same characteristic, the test is identified as in-tolerance. For repeated characteristic measurements, a single measurement result in the rejection zone, will cause the test to be identified as out-of-tolerance (OOT).
- Data rejection for cause, (outliers) is permitted after the “Determining and Verifying Out Of Tolerance (OOT) and/or Op Fail Readings” procedure outlined in OPS-P01-002 has been completed and the anomalous reading cannot be repeated, and the anomalous reading does not represent the system under test.
- Outside Service Provider – VCS may use outside service providers for repair and/or calibration of equipment. Service providers are chosen from a list in the following order: 1) Customer’s directive to use a vendor 2) Accredited labs 3) OEM - Original Equipment Manufacturer 4) Non-accredited/Non-OEM labs. The VCS lab handling the equipment will determine the vendor in that order. In all instances, unless previously agreed upon in writing, the VCS will present the customer with a quote from a vendor for approval prior to the instrument being service by an outside vendor. It is entirely the customer’s decision to accept, reject or suggest a different outside vendor than the one purposed. If, for any reason, you have questions, or this is not acceptable, please contact us at 877-291-8548.
- On-Site – Calibration will occur at the site listed in the Quote/Service Order unless an alternate location is provided when scheduling your On-Site calibration service.
- TBD – Items annotated as TBD (To Be Determined) require a technical evaluation at the servicing calibration laboratory to make a final determination of calibration capability and price.

## PRICING

The price quoted may contain a discount based on dollar volume. If dollar volume commitments are not met, VCS reserves the right to revert to list price. In addition, VCS reserves the right to, with documented evidence, modify pricing quoted inaccurately in which the initial work has necessitated a substantial change in manpower or equipment requirements. Additional equipment may be added at any time during the duration of the contract. Equipment may be deleted from the agreement with written notice from the Customer prior to the date of calibration under the agreement.

**On-Site Pricing** – Pricing is initially calculated by comparing the values of a per piece price, plus travel charges and the value of a Minimum Daily Rate (MDR) of \$1,200.00 per tech / per day and selecting the greater of the two values. Per Diem applies to all On-Site service for work that is a distance greater than 50 miles one way from the primary lab location and a duration of greater than one day. A signed agreement is required prior to scheduling on-site work. As soon as VCS arrives at the Customer’s site to perform work, the Customer becomes liable for payment of 90% of the quoted amount or for the actual work performed, whichever is greater, plus any applicable travel and per diem charges.

**Equipment Repair and Calibration Pricing** – If a unit is sent in for calibration only, but is found to need repair, and the customer rejects the repair quote, there will be a charge of the calibration price or minimum of \$125.00, whichever is lower, and dependent upon data captured in the calibration process. If a unit is sent in initially for repair, the cost of the calibration will be included in the quoted service proposal.

**VCS Managed Services** – If a unit cannot be calibrated in our lab, VCS will charge a nominal fee to manage the process of getting the item calibrated by an outside vendor. (Minimum markup of \$100.00; maximum markup of \$525.00 plus freight to and from the vendor).

**Equipment Expedite Pricing** – Expediting is considered to be a two-day turnaround after VCS's receipt of a device at its laboratory. The expedite fees vary depending on the instrument type. Please consult your representative for exact pricing.

## **For more information or to obtain a calibration service quotation:**

Phone: (877) 291-8548

E-mail: [sales@valleycalibration.com](mailto:sales@valleycalibration.com)