

## **Terms and Conditions of Services**

Accura Calibration is referred to as "Accura". The customer purchasing calibration service is referred to as the "Customer". Acceptance of these "Terms and Conditions" of Calibration Services shall be construed based on Customer sending equipment in for calibration.

### **General**

In no event will Accura or its Customers be liable to the other or any of its affiliates for any consequential, incidental, indirect, special, punitive or exemplary damages (including, and without limitation to, downtime, lost profits, business or goodwill) suffered or incurred by such other party or its affiliates in connection with the calibration and/or repair process. The parties hereby consent to the jurisdiction of the courts in the State of Texas, agree that the venues shall lie in Texas, and agree that laws be interpreted under the State of Texas. The invalidity in whole or in part of any provision hereof shall not affect the validity of any other provision and supersedes any other agreement.

### **Customer Confidentiality and Proprietary Information**

Accura personnel will remain aware of the confidential nature of Customer information learned during the course of conducting business and will not divulge such information without written consent from the Customer. Care will be taken by Accura personnel to hold confidential all Customer-owned documents and information.

### **Requesting Service**

- Email [hello@accuracal.com](mailto:hello@accuracal.com) or [sales@accuracal.com](mailto:sales@accuracal.com) to obtain a quote.
- When sending equipment in, the Customer should provide a list of instruments to be calibrated or repaired at the point of Accura receipt.
- Accura can perform accredited calibrations for instruments (measurements) that are within our scope of accreditation. The Customer should provide written direction when requesting accredited calibrations (i.e. accredited calibration, or ISO/IEC 17025 calibration required). See the Accura website for its current scope of accreditation at [www.accuracal.com/quality](http://www.accuracal.com/quality).
- Accura Calibration reports data at the time of measurement and does not take measurement uncertainty into consideration when making statements of compliance. Issuance of equipment to our lab constitutes acceptance of this decision rule.
- Customer will provide procedures and methods for the calibration of their tools. Where none exist or are communicated, a method will be chosen by Accura for the Customer. Typical methods chosen include internal calibration procedures, GIDEP or other government documents, manufacturer specs, or customer specifications. All procedures are available for Customer review at Accura's lab.

### Warranty

- Any number of factors can cause a calibrated instrument to drift out of tolerance at any time following its calibration. Accura warrants any instrument calibrated by Accura found to be out of tolerance within thirty (30) days due to defects in the Accura calibration processes. Instruments will be recalibrated at no charge if such item is returned to Accura.
- Most repairs are warranted for 90 days, unless otherwise noted, due to defects in the Accura calibration repair process, but Accura does NOT cover new repairs that are unrelated to the original repair. Those shall be charged separately.
- From time to time, some repairs may be outsourced, in which case, the warranty is based on the vendor's warranty.

### Calibration Service

Accura is not committed to perform a specific calibration until the instrument and its procedure can be fully reviewed. Accura will make every effort to meet its delivery projections. Delays due to affiliates, lack of accessories, procedures or parts are beyond our control.

- Batteries, fuses and lamps are not included in the cost of calibration and are charged separately.
- The Customer is responsible for the removal, restoration and programming (as applicable) of all instruments returned from calibration. Accura will not attempt to return instrument settings to the "as found" positions upon the completion of the calibration process.
- Notifications are sent out in advance for any calibration that must be subcontracted. Quotes for such subcontracted work will include cost of shipment, admin time of at least 1.5 hours, and a markup of 35%. All instruments are shipped ground unless the Customer requests otherwise.
- For convenience, a Calibration Due notice (recall notice) will be issued to Customers informing them of their upcoming calibration requirements for the next month.
- The Customer is responsible to ensure that instruments calibrated by Accura and its affiliates are free of contamination in accordance with State and Federal transportation and/or safety requirements.
- Any items that are received in-house that are found dead on arrival or can otherwise not be calibrated (due to customer non-response, missing accessories, or other non-procedural causes) are subject to a minimum \$95 return fee.
- Items that are failed after initial assessment by the technicians may qualify for up to a 50% discount on the original calibration cost. If items are tested and assessed by technicians, the full calibration cost will be assessed. Discounts are assessed and decided by Accura personnel.

**Repair Service**

- Lab and subcontracted repairs are quoted in advance and require Customer authorization to proceed. Quoted repairs that are declined are subject to an evaluation charge of at least \$150/hour, up to \$450.00 per instrument.
- Accura's ability to calibrate / verify an instrument does not imply the ability to align or repair it. Some manufacturers consider this process to be proprietary and therefore do not provide calibration procedures or adjustment software.

**Consulting Fees**

- The customer may ask a calibration technician to assist with special processes not related to calibration. The rate is \$250/hour unless agreed to otherwise.

**Expedite Service**

- Expedited calibrations are scheduled upon request and require advanced notice. Instrument details shall be provided to Accura prior to 1:00 PM for "While You Wait" or 4-Hour service, in order to provide it in the same day. Some tools may require more time than this to calibrate.
  - While you wait (subject to certain tools): Add +200% to calibration cost
  - 4-hours (subject to certain tools): +100%
  - 24-hours (1-day): +50%
  - 36-hours (2-day): +35%
  - 72-hours (3-day): +25%
- Time starts when equipment arrives at the lab at 2834 W. Kingsley Rd., Garland, TX 75041.

### On-site Service

- The Customer is responsible for giving Accura technicians authorization to disconnect instruments and leads. If the Customer chooses to disconnect instruments and leads from their systems they shall then deliver the instruments to the Accura technician for calibration. Accura is not responsible for the installation or setup of the instruments following calibration or damage due to disconnecting and reconnecting instruments and leads.
- The Customer is responsible for providing Accura technicians with an environmentally controlled area to perform calibrations. This area shall have proper lighting and electrical service as well as sufficient space, tables, and seating to set up Accura standards, computers, and technicians.
- The Customer is responsible for having instruments available to the Accura technician or for delivering instruments in a timely manner to expedite the calibration process.
- When requesting on-site service the Customer may review its "Calibration Due" notice and modify it per the Customer's needs. The Customer should list its preferred dates and instruments to be calibrated. From its list, Accura will be able to quote costs and ensure the technician, procedures and standards match the needs appearing on the list.
- Typical Fee Schedule:
  - \$700.00 minimum charge per visit
  - \$1400.00 minimum charge per visit if customer location is > 120 miles round trip from Accura
  - A travel charge per technician will be applied, which includes meals, mileages, wear/tear on vehicles, etc.
  - A premium rate may be charged if the Customer does not provide assistance to Accura technicians and if the above requirements are not satisfied
  - Custom rates may be provided

### Quality

- Accura performs all work in accordance with ISO 9001 and/or ISO/IEC 17025 & ANSI/NCSL Z540-1 & ANSI/NCSL Z540-3. The Customer is responsible for meeting the requirements of their particular quality standards as they relate to their industry and measurement/calibration.
- Calibration intervals are assigned by the Customer based on their use, environment and risk. If an interval is not provided by the Customer, a 12-month interval will be assigned, unless otherwise communicated by Accura. Accura is not liable for improper intervals set by the Customer or instrument manufacturer.
- Customer shall provide procedures for calibrating tools. If no procedure exists, Accura will assign one.
- Accura will report data as found and as left, without consideration to the uncertainties measurements.
- All Customer certificates and datasheets provided by Accura are available on the secured CalView site, or by emailing [hello@accuracal.com](mailto:hello@accuracal.com) to obtain copies. Please email [hello@accuracal.com](mailto:hello@accuracal.com) to set up an account on CalView.

**Delivery and Shipping**

- Accura provides pick-up and delivery service and insures Customer instruments from the time they leave the Customer's premises until they are returned. Equipment is insured and subject to insurance underwriting. Customers may request copies of the Certificate of Insurance and copies of the insurance policies.
- Accura requests documentation (packing list, purchase order, etc.) of instruments to be calibrated or repaired at the point of Accura receipt.
- Accura is not responsible for items such as leads, manuals, accessories, etc. not listed on the Customer purchase order or packing list.
- Accura is not responsible for instruments that arrive damaged due to improper packaging or handling.
- The Customer should provide the Accura driver with a signature of receipt of instruments upon delivery.
- The driver will not release the instruments without a signature.

**Prices**

- Prices are subject to change without notice.
- Prices stated on quotes and invoices are subject to correction of errors.

**Payment Terms**

- Accura accepts MasterCard, Visa and American Express with a 3% convenience fee.
- Any invoice not paid within stated terms on invoice may be subject to a finance charge of 2% unless other terms have been agreed to in writing.