

General Terms Governing Calibration Services

1. Scope and Applicability

These Standard Terms and Conditions ("Terms") govern all calibration services provided by CIMTechniques, Inc., an ISO 17025 accredited calibration laboratory ("Laboratory") to its clients ("Clients"). They apply to all quotations, orders, contracts, or agreements for calibration work, unless otherwise explicitly agreed in writing by the Laboratory.

2. Accreditation and Compliance

The Laboratory is accredited to perform all calibrations in accordance with the requirements of ISO/IEC 17025 by PJLA (Perry Johnson Accreditation Laboratories). All results and certificates produced will demonstrate compliance with methods and uncertainty calculations as prescribed by ISO/IEC 17025.

3. Definitions

- Calibration: The process of comparing and documenting the accuracy of a measurement instrument against a recognized standard.
- Certificate of Calibration: An official document issued by the Laboratory detailing the calibration results, measurement uncertainty, methods used, and traceability information.
- Traceability: An unbroken chain of calibrations linking the instrument to national or international standards.
- Client: The individual, company, or organization requesting calibration services.

4. Quotations and Orders

- All quotations are valid for a period specified therein, typically 90 days, unless otherwise noted.
- Orders are accepted upon receipt of purchase order from Client or written confirmation by the Laboratory.
- Changes or cancellations to orders must be communicated in writing and may be subject to additional charges depending on the stage of work.

5. Receipt, Handling, and Storage of Sensors for EZ-Cal Program

- The Client is responsible for ensuring that sensors are delivered to the Laboratory in a timely manner with clear identification (client name, number of sensors, location of sensors).
- The Laboratory will inspect received sensors for physical damage.
- As found data will only be issued to the client if ordered as part of the calibration program. Clients who are not ordering as found data will not be informed of any sensors being out of tolerance upon receipt.
- All items are logged and handled in accordance with ISO 17025 procedures, including appropriate storage, environmental controls, and handling precautions to maintain functionality and integrity.

6. Confidentiality and Impartiality

- The Laboratory maintains strict confidentiality regarding all Client information, calibration results, and intellectual property, except as required by law or accreditation body obligations.
- Personnel performing calibrations are required to act impartially, free from commercial, financial, or other pressures that may compromise their judgment.

7. Calibration Process and Methods

- All calibrations are performed using validated methods and procedures as required by ISO 17025, and, where applicable, as agreed with the Client.
- Reference standards used in calibration are traceable to national or international standards.
- Environmental conditions and measurement uncertainty are controlled, monitored, and recorded as part of the calibration process.

8. Certificates and Reports

- Upon completion, the Laboratory issues a Certificate of Calibration detailing the results, uncertainties, traceability, and environmental conditions.
- Certificates are supplied in English (or as otherwise agreed), in electronic and/or printed formats.
- Certificates relate only to the item(s) calibrated and may not be reproduced except in full, without written approval from the Laboratory.

9. Measurement Uncertainty and Traceability

- All reported results shall include an estimate of measurement uncertainty in accordance with ISO 17025.
- Traceability to national or international standards is documented in the Certificate of Calibration.

10. Turnaround Time

- Expedited services may be available at a premium and must be requested in advance.

11. Fees, Invoicing, and Payment Terms

- Fees for services are as set out in quotations or price lists and are subject to applicable taxes.
- Invoices are payable within the specified terms, typically 30 days from date of issue, unless otherwise agreed in writing.
- Late payment may result in interest charges and/or suspension of further services.

12. Liability and Indemnity

- The Laboratory's liability for any loss or damage arising from its services is limited to the amount paid for the specific calibration performed, except where prohibited by law.
- Clients are responsible for the suitability and use of the sensors post-calibration.
- The Laboratory is not liable for indirect, incidental, or consequential damages, including lost profits or production delays.

13. Warranty and Claims

- The Laboratory warrants that calibrations are performed in accordance with ISO 17025 and the terms of the accepted order.
- Any claims regarding calibration results or service must be notified in writing within 30 days of receipt of the Certificate of Calibration.
- The Laboratory will investigate claims promptly and, if validated, may offer recalibration or corrective action at its discretion.

14. Retention of Records

- The Laboratory retains records of calibration activities, certificates, and related data for a period not less than that required by ISO 17025 or as otherwise agreed, typically a minimum of five years.
- Clients may request copies of records within this retention period, subject to administrative charges where applicable.

15. Subcontracting

- Laboratory does not utilize sub-contracted calibration services for sensors manufactured in-house.

16. Intellectual Property

- All procedures, methods, and documentation developed by the Laboratory remain its intellectual property, unless otherwise agreed in writing.
- Client-provided drawings, methods, or proprietary data are not used for purposes other than the agreed calibration work.

17. Use of Laboratory Name and Certificates

- The Client may not use the Laboratory's name, logo, accreditation mark, or reports for advertising, promotion, or certification without prior written approval.
- Calibration certificates may not be used to imply product certification or endorsement by the Laboratory or its accreditation body.

18. Governing Law and Dispute Resolution

- These Terms are governed by the laws of the jurisdiction of the State of South Carolina, unless otherwise agreed in writing.
- Any disputes arising shall be resolved first through good-faith negotiation, then, if necessary, by arbitration according to applicable rules.

19. Amendments and Updates

- The Laboratory reserves the right to amend these Terms at any time, provided that Clients are notified of any material changes prior to the effective date.
- Continued use of Laboratory services following notification constitutes acceptance of the updated Terms.

20. Force Majeure

- The Laboratory shall not be liable for any delay or failure to perform its obligations due to causes beyond its reasonable control, including but not limited to natural disasters, acts of government, labor disputes, or supply disruptions.

21. Severability

- If any provision of these Terms is found to be invalid or unenforceable, the remainder of the Terms shall remain in full force and effect.

22. Entire Agreement

- These Terms, together with the quotation or contract for services, constitute the entire agreement between the Laboratory and the Client, superseding all prior representations, agreements, or understandings.

The above Standard Terms and Conditions are intended to provide clarity, transparency, and mutual understanding between the ISO 17025 accredited calibration laboratory and its clients, ensuring that all services are performed with the highest standards of quality, competence, and professionalism.