



Terms and Conditions of Calibration Service

These Terms and Conditions of Calibration Service ("Agreement") apply to all laboratory work and services provided by G.T. Michelli Co., L.L.C. ("Michelli"). By utilizing Michelli's services, you agree to accept and abide by these terms. Any deviation from these terms by request of the customer must be agreed upon in writing between Michelli and the customer before the service is commenced.

General Liability

Michelli and the customer agree that neither party shall be liable to the other for any consequential, incidental, indirect, special, punitive, or exemplary damages. Michelli shall maintain necessary insurance coverage and comply with all applicable laws and regulations.

Requesting Service

A list of test instruments (TIs) to be calibrated or repaired shall be provided by the customer or Michelli personnel at the point of Michelli receipt to satisfy the quality standards requirement for control of instrumentation and inventory.

Michelli can perform accredited calibrations for instruments (measurements) that are within our scope of accreditation. The Customer shall provide written direction when requesting accredited calibrations (i.e. accredited calibration, or ISO/IEC 17025:2017 calibration required). See the Michelli website for its current scope of accreditation at www.Michelli.com.

Calibration Service

- **General:** Michelli performs calibration services in accordance with its quality manual and procedures. The customer must provide written direction if specific test points, additional standards, or unique tolerances are required.
- **Traceability:** Michelli provides certifications traceable to the SI unit through an National Metrological Institute (NMI) (such as NIST) for each calibration, when applicable.
- **Calibration Data:** Michelli maintains readily accessible records of all calibrated equipment. Certificates and labels are generated for each calibration. Certificates contain the necessary information required by industry standards.
- **Calibration Intervals:** The customer is responsible for determining calibration intervals based on their use, environment, and risk. If a calibration interval is not provided by the customer a default value of 12 Months is applied.
- **Calibration Due Dates:** Initial calibration stickers will be placed on customer equipment, when applicable, reflecting the due date agreed to during calibration service. After service has concluded, customers may notify Michelli in writing to have the calibration due date updated. It is the customer's responsibility to replace existing calibration labels with updated labels reflecting the correct due dates.
- **TRAC:** Customers have unlimited access to Michelli's online platform, TRAC, where they can access and update calibration records and equipment information.

Repair Service

- **Evaluation and Approval:** Prior to performing any repair services, Michelli will provide the customer with an estimate of the cost and turnaround time. Repair work will not commence without written approval from the customer. Service agreements can be accepted in lieu of written approval.
- **Repair Process:** Michelli will make every effort to repair equipment, however, Michelli's ability to repair an instrument is not guaranteed. If outsourcing of the repair is required, Michelli will follow the same process outlined above.
- **Additional Repairs:** If additional repair work is found to be required during the repair process, Michelli will seek written approval from the customer before proceeding with the additional repairs.
- **Unapproved Repairs:** Equipment requiring repair that is not approved by the customer will be returned, as is, unless otherwise instructed by the customer. Equipment waiting on a response from the customer for 10 business days will be returned uncalibrated.

Outsourcing

When outsourcing calibration services, Michelli will use vendors within the Michelli Laboratory Network (MLN) or the original equipment manufacturer (OEM) if an MLN provider is not available. Michelli ensures that MLN and OEM service providers adhere to Michelli's standard operating procedures or submit their own procedures for review and approval.

Service Warranty

Any number of factors can cause a calibrated instrument to drift out of tolerance at any time following its calibration. Michelli warrants that any instrument calibrated by Michelli found to be out of tolerance within thirty (30) days of calibration due to defects in the Michelli repair or calibration processes will be recalibrated at no charge if such item is returned to Michelli.

Expedited Service

- Expedited calibrations are scheduled upon request and require advanced notice. Instrument details shall be provided to Michelli prior to 1:00 PM on the day of the pickup for overnight service.
- Expedited calibration service must be approved by the Laboratory Manager or Lab designee overseeing the service.
- Fee schedule:
 - o \$200.00 for each same-day calibration
 - o \$140.00 for overnight calibration
 - o \$115.00 for two-day calibration
 - o \$60.00 for each 4-day calibration
- Environmental soak time can affect the accuracy of the calibration results. In these cases, the customer will be notified of the potential impact on their results.
- Some dimensional calibrations are not eligible for same day calibration. It is up to the laboratory manager's discretion to approve or deny all requests for expedite.

On-Site Service

- The customer is responsible for providing all critical information needed to evaluate onsite jobs as early in the process as possible. Failure to do so may result in an incomplete or delayed service.
- The Customer is responsible for having instruments available to the Michelli technician or for delivering instruments in a timely manner to expedite the calibration process, and for ensuring that all instruments have been emptied of customer product or removed from the customer's system prior to calibration.
- Fee Schedule:
 - o \$820.00 minimum charge per visit (if less than 4 hours) or \$1,640.00 minimum charge per visit (full day)
 - o A travel charge per technician will be applied.
 - o The minimum charge may be charged if the Customer does not provide assistance to Michelli technicians and if the above requirements are not satisfied.
 - o Customers canceling the day of an onsite will be invoiced the minimum charge per visit and any applicable charges, such as hotel, if we are unable to cancel without fees.
 - o Customers canceling the day before an onsite that required a hotel stay may incur the hotel fees if Michelli is unable to secure a refund due to less than 24 hours notice to the hotel.
 - o Michelli charges rates determined by GSA per night for Hotel & Per Diem. Customers are welcome to book the hotel themselves and Michelli will only charge the Per Diem portion per night.

Customer Confidentiality

Michelli respects the privacy of customer information and will not share it with third parties without written consent. Customers are also expected to maintain the confidentiality of Michelli's proprietary information.

Changes

Michelli reserves the right to change pricing and rates without notice. Prices stated on quotes and invoices are subject to correction of errors.

Other Agreements

If there is any conflict or inconsistency between this Agreement and any other agreement or document between the parties, the terms of this Agreement shall control, except as expressly stated herein or to the extent a subsequent written agreement or Order Form expressly states that it overrides a specifically identified provision of this Agreement. The parties agree that all other additional or conflicting terms (including those printed on or linked from purchase orders, invoices, or confirmations) are rejected and have no legal effect.

Notwithstanding the above, in the event of any inconsistency or conflict between this Agreement and Michelli's quality documents, the quality documents shall control and take precedence.

New Equipment Sales

- **Quotations and Orders:** Equipment quotations will be provided to the customer, and orders will not be placed without written approval of the quotation regardless of urgency.
- **Shipping and Lead Times:** Equipment will be shipped from the manufacturer or distributor to Michelli unless otherwise requested by the customer. Lead times are subject to the manufacturer's or distributor's availability.
- **Warranties:** Warranties for equipment purchased through Michelli are the responsibility of the original equipment manufacturer (OEM), except for the calibration work performed by Michelli.

Quality

Michelli performs all work in accordance with applicable quality standards, including ISO/IEC 17025 and ANSI/NCSL Z540-1. The customer is responsible for meeting their own quality system requirements.

Delivery and Shipping

Customers are responsible for all shipping expenses, including insurance, for equipment sent to and from Michelli. Michelli will provide pick-up and delivery services within a specified radius, subject to additional charges.

- Michelli provides pick-up and delivery service and insures Customer instruments from the time they leave the Customer's premises until they are returned.
- Michelli requires documentation (packing list, purchase order, etc.) of instruments to be calibrated or repaired at the point of Michelli receipt to satisfy the quality standards requirement for control of instrumentation and inventory.
- Michelli is not responsible for items such as leads, manuals, accessories, etc. not listed on the documentation provided.
- Michelli is not responsible for instruments that arrive damaged due to improper packaging or handling if shipped via carrier.
- The Customer shall provide the Michelli driver with a signature of receipt of instruments upon delivery. The driver will not release the instruments without a signature.
 - o \$20.00 protective packaging fee per container will be charged for instruments shipped by independent carrier. In most cases the Michelli Foam Packaging System is used to protect Customer instruments.
 - o When using your own carrier such as UPS or Federal Express via corporate account, please indicate if return shipping insurance is required and what the insurance amount should be. If insurance amount is not provided, none will be included.
 - o Quoted calibration prices do not include shipping charges. Michelli is not responsible for any shipping, duties, fees, taxes or custom charges.

Payment Terms & Governing Law

- **Invoicing and Payment:** Invoices are due and payable upon receipt. Payment terms are Net 30 days unless otherwise agreed upon in writing. PO terms do not supersede Payment terms. Michelli accepts various payment methods, including cash, check, ACH, and credit cards (Visa, MasterCard, Discover, and AMEX).
- **Late Payments:** Past due invoices are subject to a 2% monthly late fee. Michelli may also charge a surcharge for customers who do not accept the standard Net 30 payment terms.
- **Credit Approval:** All services provided by Michelli are subject to credit approval prior to commencement of work unless cash on delivery (“COD”) is the payment method.
- **Governing Law:** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Louisiana, without regard to its conflict of laws principles.

By agreeing to proceed with calibration services provided by Michelli you acknowledge that you have read, understood, and agreed to these Terms and Conditions. Any deviation from these terms must be requested by the customer as early in the process as possible.