



## **Terms and Conditions of Calibration Service**

Essco Calibration Laboratory is referred to as “Essco”. The customer purchasing calibration service is referred to as the “Customer”. In no event will Essco or its Customers be liable to the other or any of its affiliates for any consequential, incidental, indirect, special, punitive or exemplary damages (including, without limitation, down-time, lost profits, business or goodwill) suffered or incurred by such other party or its affiliates in connection with the calibration and/or repair process. Acceptance of Terms and Conditions of Calibration Service shall be construed and interpreted under the laws of the State of Massachusetts. The parties hereby consent to the jurisdiction of the courts of the Commonwealth of Massachusetts and agree that venue shall lie in Middlesex County. The invalidity in whole or in part of any provision hereof shall not affect the validity of any other provision.

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

Essco 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 when sending information via fax or other electronic methods so that the documents go directly to the Customer and no other. Care will be taken by Essco personnel to hold confidential all Customer-owned documents and information and if required, return same to the Customer after use.

### **Requesting Service**

- The Customer shall provide a list of instruments to be calibrated or repaired at the point of Essco receipt to satisfy the quality standards requirement for control of instrumentation and inventory.
- Essco 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 Essco website for its current scope of accreditation at [www.esscolab.com](http://www.esscolab.com).

### **Warranty**

- Any number of factors can cause a calibrated instrument to drift out of tolerance at any time following its calibration. Essco warrants that any instrument calibrated by Essco found to be out of tolerance within six (6) months for electronic instruments and thirty (30) days for mechanical instruments due to defects in the Essco repair or calibration processes will be recalibrated at no charge if such item is returned to Essco.

### **Calibration Service**

- Essco is not committed to perform a specific calibration until the instrument and its procedure can be fully reviewed. Essco will make every effort to meet its delivery projections. Delays due to affiliates, lack of accessories, procedures or parts are beyond our control. For insurance purposes, Essco will not calibrate medical instruments that come in direct contact with patients.
- Batteries, fuses and lamps are not included in the cost of calibration and are charged separately. Up to ½ hour labor will be charged for excessive cleaning and minor repairs without quoting the customer.
- The Customer is responsible for the removal, restoration and programming (as applicable) of all instruments returned from calibration. Essco will not attempt to return instrument settings to the “as found” Customers’ positions upon the completion of the calibration process.
- Subcontracted calibrations are quoted in advance and require Customer authorization to proceed.
- Quoted calibration prices are subject to verification of model, options, grade, size, quantity and accessories upon arrival.



- For convenience, an automatic instrument due for calibration notice (recall notice) will be issued to Customers informing them of their upcoming calibration requirements.
- The Customer is responsible to ensure that instruments calibrated by Essco and its affiliates are free of contamination in accordance with State and Federal transportation and/or safety requirements.
- For customers requesting ISO/IEC 17025:2017 compliant accredited calibration services, Essco Calibration Laboratory provides uncertainties of measurement for all tests within its scope of accreditation, however Essco does not apply measurement uncertainty to the tolerance(s) stated on the certificate to determine the pass / fail status of an instrument. Furthermore, the determination of in or out of tolerance conditions stated on the certificate are purely based on the tolerances stated on the calibration certificate. These tolerances are derived from original equipment manufacturers, (OEM's), National Standards, International Standards or client requested specifications. It is the user's responsibility to apply the stated measurement uncertainties to the calibration result(s) when such information is required to be accounted for.

### **Repair Service**

- Lab and subcontracted repairs are quoted in advance and require Customer authorization to proceed. All unapproved repairs are subject to an evaluation charge.
- Essco's ability to calibrate an instrument does not imply the ability to align or repair it. Some manufacturers consider this process to be proprietary.

### **Expedite Service**

- Expedited calibrations are scheduled upon request and require advanced notice. Instrument details shall be provided to Essco prior to 1:00 PM on the day of the pickup for overnight service.
- Fee schedule:
  - \$140.00 for overnight calibration
  - \$115.00 for two-day calibration
  - \$60.00 for each 4-day calibration (Essco BlueStreak Service)
  - \$200.00 for each same-day calibration
  - \$350 for 4-day "next on bench" calibration of multifunction calibrators and 8-digit DMM's

### **On-site Service**

- The Customer is responsible for giving Essco 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 Essco technician for calibration. Essco 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 Essco technicians with an environmentally controlled area to perform calibrations. This area shall have proper lighting and electrical service as well as sufficient space to set up Essco standards and computers. (See Essco document E183 "Preparing for Onsite Calibration Service")
- The Customer is responsible for having instruments available to the Essco 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 prior to calibration.
- When requesting on-site service the Customer may review its 'Due for Calibration' notice and modify it per the Customer's needs. The Customer should list its preferred dates and instruments to be calibrated. From its list, Essco will be able to quote costs and ensure the technician, procedures and standards match the needs appearing on the list.
- Fee Schedule:
  - \$840.00 minimum charge per visit (if less than 4 hours) or \$1,680.00 minimum charge per visit (full day)
  - A travel charge per technician will be applied.
  - The minimum charge may be charged if the Customer does not provide assistance to Essco technicians and if the above requirements are not satisfied.
  - 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.
  - Customers canceling the day before an onsite that required a hotel may incur the hotel fees if Essco



- is unable to secure a refund due to less than 24 hours notice to the hotel.
- Essco charges \$250 per night for Hotel & Per Diem. Customers are welcome to book the hotel themselves and Essco will only charge the Per Diem portion of \$60 per night.

### Quality

- Essco performs all work in accordance with ISO 9001:2015 and/or ISO/IEC 17025:2017 & ANSI/NCSL Z540-1-1994; Part 1. 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. Essco is not liable for improper intervals set by the Customer or instrument manufacturer.
- Calibration methods for laboratory activities may deviate from listed procedures.
- All Customer certificates and datasheets provided by Essco are available on the secured EsscoNet site.

### Delivery and Shipping

- Essco provides pick-up and delivery service and insures Customer instruments from the time they leave the Customer's premises until they are returned.
- Essco requires documentation (packing list, purchase order, etc.) of instruments to be calibrated or repaired at the point of Essco receipt to satisfy the quality standards requirement for control of instrumentation and inventory.
- Essco is not responsible for items such as leads, manuals, accessories, etc. not listed on the Customer purchase order or packing list.
- Essco is not responsible for instruments that arrive damaged due to improper packaging or handling if shipped via carrier.
- The Customer shall provide the Essco driver with a signature of receipt of instruments upon delivery. The driver will not release the instruments without a signature.
- Fee Schedule for Essco Round Trip Van Service
  - \$31.00 within a 30 mile radius
  - \$53.00 within 30 to 50 miles
  - \$62.00 within 50 to 75 miles
  - \$92.00 beyond 75 miles
  - \$23.00 protective packaging fee per container will be charged for instruments shipped by independent carrier. In most cases the Essco Foam Packaging System is used to protect Customer instruments.
  - 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.
  - Quoted calibration prices do not include shipping charges. Essco is not responsible for any shipping, duties, fees, taxes or custom charges.

### Payment Terms

- Prices are subject to change without notice.
- **Terms are strictly Net 30** and are not superseded by PO terms. Past due invoices are subject to a 2% monthly late fee. **Customers who don't accept Essco's standard payment terms of Net 30 with ACH payment may be subject to a surcharge.**
- ACH is our preferred method of payment. Email [accounting@esscolab.com](mailto:accounting@esscolab.com) for bank information.
- Essco accepts MasterCard, Visa and American Express. We do not extend Net 30 terms for credit cards. Credit card payments are due upon receipt of invoice. Email [accounting@esscolab.com](mailto:accounting@esscolab.com) for secure payment portal.
- Prices stated on quotes and invoices are subject to correction of errors.