

Terms and Conditions of Calibration Service

Transmille Calibration Inc. is referred to as “the Laboratory”. The customer purchasing calibration service is referred to as “the Customer”. In no event will Transmille or the Customer 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 Vermont. The parties hereby consent to the jurisdiction of the courts of the State of Vermont and agree that the venue shall lie in Chittenden County. The invalidity in whole or in part of any provision hereof will not affect the validity of any other provision.

Customer issuance of a purchase order to the Laboratory or acceptance of sales order acknowledgement including calibration service items implies acceptance of these terms and conditions.

In addition, the Laboratory considers non-response to sales order acknowledgements as acceptance of sales order and these terms and conditions.

Customer Confidentiality and Proprietary Information

Per ISO17025:2017 and the Laboratory’s Quality Manual, all of the Laboratory’s personnel sign a confidentiality agreement which protects both the Laboratory and Customer information. The Laboratory’s personnel will remain aware of the confidentiality of the Customer’s 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 the Laboratory personnel to hold confidential all Customer-owned documents and, if required, return same to the Customer after use.

Requesting Service

The Customer shall provide a list of instruments to be calibrated and/or repaired at the point of the Laboratory receipt to satisfy the quality standards requirement for control of instrumentation and inventory.

The Laboratory can provide 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 calibration required). See the Laboratory website for our current scope of accreditation.

Calibration Services

The Laboratory is not committed to perform a specific calibration until the instrument and its procedure can be fully reviewed. The Laboratory 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. Up to ½ hour labor (\$100/Hr.) 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. The Laboratory will not attempt to return instrument settings to the “as found” Customer’s positions upon completion of the calibration process.

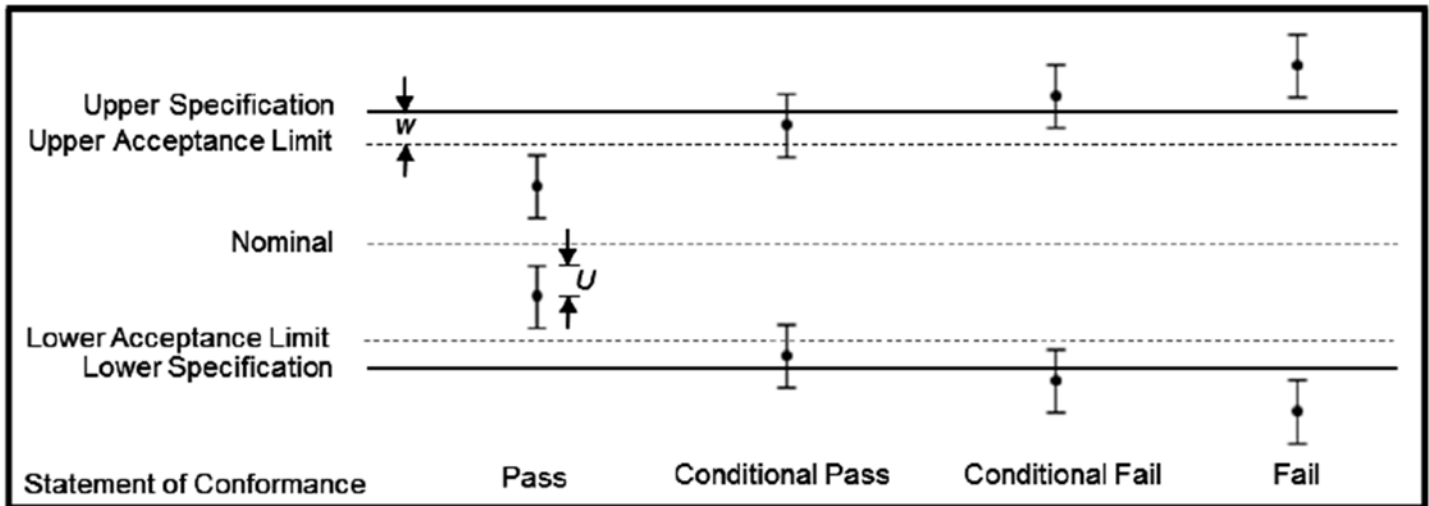
Subcontracted calibrations are quoted in advance and require Customer authorization to proceed.

For Customer convenience, an automatic “instrument due for calibration” notice (recall notice) will be issued, informing Customers of their upcoming calibration requirements.

The Customer is responsible for ensuring that instruments calibrated by the Laboratory and its affiliates are free of contamination in accordance with State and Federal transportation and/or safety requirements.

For Customers requesting ISO17025 compliant accredited calibration services, the Laboratory provides expanded measurement uncertainty, at $k=2$, 95% confidence, calculated per the GUM (JCGM100:2008) for all tests within its scope of accreditation. The test tolerances on the calibration certificate are derived from the original equipment manufacturer (OEMs), National Standards, International Standards or client requested specifications.

When requested by the Customer, the Laboratory can provide calibration certificates which include statements of conformity. When Statements of Conformity are supplied, the customer agrees that decisions are based on the guard banded acceptance limits where the guard band (w) equals the expanded measurement uncertainty (U) calculated per the GUM (JCGM100:2008). Statements of conformity are non-binary. The estimate of the measurand is assumed to have normal probability distribution and specific risk is used for the risk calculation.



$U = 95\%$ expanded measurement uncertainty

The measurement results are reported as:

1. Pass – The measured values were observed in tolerance at the points tested. The specific false acceptance risk is up to 2.5%.
2. Conditional Pass (Pass*) – The measured values were observed in tolerance at the points tested. However, a portion of the expanded measurement uncertainty intervals about one or more measured values exceeded tolerance. When the measured result is close to the tolerance, the specific false accept risk is up to 50%.
3. Conditional Fail (Fail*) – One or more measured values were observed out of tolerance at the points tested. However, a portion of the expanded measurement uncertainty intervals about one or more measured values were within tolerance. When the measured result is close to the tolerance, the specific false reject risk is up to 50%.
4. Fail – One or more measured values were observed out of tolerance at the points tested. The specific false reject risk is up to 2.5%.

Repair Service

Laboratory and subcontracted repairs are quoted in advance and require Customer authorization to proceed. All unauthorized repairs are subject to an evaluation charge.

The Laboratory's ability to calibrate an instrument does not imply the ability to align or repair it. Some manufacturers consider this process proprietary.

Expedited Service

Expedited calibrations can be scheduled upon request and require advanced notice. Acceptance of expedited services is at the discretion of the Laboratory upon consideration of current laboratory workload and estimation of ability to meet expedited timeframe.

Fee Schedule:

- 50% for each overnight calibration
- 25% for each 3-day calibration

Quality

The Laboratory performs all work in accordance with ISO 17025:2017 & ANSI/NCSL Z540-1. The Customer is responsible for meeting the requirements of their particular quality standards as they relate to their industry and measurement/calibrations.

Calibration intervals are assigned by the Customer based on their use, environment, and risk. The Laboratory is not liable for improper intervals set by the Customer or instrument manufacturer.

All Customer certificates provided by the Laboratory are available upon request by Customer only and on the secured Certificate Web Portal.

Shipping

The Laboratory requires documentation (packing list, purchase order, etc.) of instruments to be calibrated or repaired at the point of the Laboratory receipt to satisfy the quality standards requirement for control of instrumentation and inventory.

The Laboratory is not responsible for items such as leads, manuals, accessories, etc. not listed on the Customer purchase order or packing list.

The Laboratory is not responsible for instruments that arrive damaged due to improper packaging or handling.

When using your own carrier, such as UPS or FedEx via corporate account, please indicate whether or not return shipping insurance is required, and what the insurance amount should be.

Quoted calibration prices do not include shipping charges. The Laboratory is not responsible for any shipping, duties, fees, taxes, or customs charges.

Warranty

Any number of factors can cause a calibrated instrument to drift out of tolerance at any time following its calibration. The Laboratory warrants that any instrument calibrated by the Laboratory found to be out of tolerance within ninety (90) due to errors or defects in the Laboratory repair or calibration process will be re-calibrated at no charge if said item is returned to the Laboratory.