

Terms and Conditions

1. Quality System - All work will be performed in accordance with Cal-Tek Co. Inc.'s Quality System. Copies of our Quality Manual, Certificate of Accreditation, and Scope of Accreditation are available on our web site. By acceptance of our Terms and Conditions, customer acknowledges shared responsibility in compliance assessment of measurement uncertainty when considering calibration results. Statements of compliance are issued without considering uncertainty (MU) in determining compliance to specification(s).

2. Calibration Intervals - Calibration intervals are per the request of the Customer. Cal-Tek Co. Inc. Cal-Tek Co. Inc. makes no recommendation regarding the validity of initial calibration intervals provided by the Customer. If the customer does not provide an interval, default calibration interval will be 1 year.

3. Record Keeping - Cal-Tek Co. Inc. will maintain records of calibration and repair history for a minimum of seven (7) years.

4. Turn Times - Cal-Tek Co. Inc. will endeavor to maintain a 5 to 7 working day turn time for items calibrated at our lab.

5. Equipment Expedite - Expedite fee (48 hour turn time) = List price times 2 (up to \$100.00/unit), with a minimum expedite fee of \$50.00/unit. Prior arrangement and approval to insure availability expedited calibration service is required.

6. Battery replacement - If battery replacement is required, battery pricing will be additional and per the Cal-Tek Co. Inc. pricing schedule in effect at the time of the work.

7. Equipment Evaluation Pricing (Repairs) - If a unit is sent in for repair, there will be a charge of \$120.00 for an evaluation fee. The evaluation fee will be credited to the repair price if Cal-Tek Co. Inc. is authorized to perform the repair. Hourly repair rate will be \$120.00/hour.

8. Terms of Payment - With approved credit, payment is due within thirty (30) days of invoice date, unless other terms have been agreed to by Cal-Tek Company, Inc.

9. Warranty - Cal-Tek Company, Inc. warrants repairs made to be free from defects in material or workmanship under normal use and service for a period of ninety (90) days from the date of shipment to the Customer. Expendable items such as fuses, batteries, and test leads, are not warranted. Components, systems, and issues unrelated to the original repair are not warranted. Cal-Tek Company, Inc. will rework, without charge, f.o.b. Cal-Tek Company, Inc.'s facility, repairs found to be defective in material or workmanship if such item is returned to Cal-Tek Company, Inc.'s facility, transportation prepaid. Parts used to replace defective parts provided by Cal-Tek Company, Inc. shall be new or equivalent to new in performance. Title to replacement parts shall pass to the Customer upon shipment, and the defective parts shall become the property of Cal-Tek Company, Inc. upon receipt.

Cal-Tek Company, Inc.

Standard Terms and Conditions

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10. Limitation of Warranty and Liability - The liability of Cal-Tek Company, Inc. (except as to title) shall in no case exceed the cost of correcting defects in the items that were serviced by Cal-Tek Company, Inc. and shall not extend beyond one (1) year from date of said service. Warranty covers repair of same issue or components as were noted/resolved with the original repair only. All claims for defective products, parts or calibrations under this warranty must be made in writing immediately upon discovery. Cal-Tek Company, Inc. assumes no liability for the consequences of misuse of products by the Customer.

THE FOREGOING IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES WHATSOEVER, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. Any references by Cal-Tek Company, Inc. to the Customer's specifications and similar requirements are only to describe products, and no representations or other terms therein shall have any force or effect. Catalogs, circulars, and similar literature of Cal-Tek Company, Inc. are issued for general information purposes only and shall not be deemed to modify the provisions hereof.

The foregoing is Cal-Tek Company, Inc.'s only obligation and the Customer's only remedy for breach of warranty. Except for gross negligence, willful misconduct, and remedies permitted under any other clause of these Terms and Conditions, the foregoing is the Customer's only remedy hereunder by way of breach of contract, negligence or other tort, or otherwise. In no event shall the Customer be entitled to incidental, special, or consequential damages.

Cal-Tek Company, Inc. does not authorize any agent or representative to warrant product fitness for any particular use or to make any other warranty, express or implied, or to assume any liability, except as set forth herein.