



Terms & Conditions

PHYSICAL ADDRESS

United States

35 Vantage Point Drive
Rochester, NY 14624
Ph: 800-828-1470
Ph: 585-352-9460
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Fx: 585-352-1486

Canada

4043 Carling Ave.
Ottawa, ON K2K 2A4

US REMITTANCE

Transcat Inc.
PO Box 62827
Baltimore, MD 21264-2827

CANADIAN REMITTANCE (CANADIAN CURRENCY ONLY)

Transcat Canada Inc.
P.O. Box 57045
Postal Station A
Toronto, ON M5W 5M5

TERMS AND CONDITIONS OF SALE APPLYING TO CALIBRATION SERVICES BY TRANSCAT, INC.

Transcat, Inc. is referred to herein as "Transcat". The customer purchasing goods or services from Transcat is referred to herein as the "Customer". The Customer's acceptance of the goods or services provided by Transcat shall manifest the Customer's assent to the following terms and conditions. However, Transcat reserves the right, in its sole discretion, to refuse any purchase order submitted by the Customer.

1. **Record Keeping** - Transcat will maintain records of calibration and repair history in the CalTrak system. Software versions of these records are maintained on-line for a minimum of ten (10) years.
2. **Work Flow** – When work is performed at a Customer's site, it is the responsibility of the Customer to have instruments available to facilitate steady workflow. Transcat requests the Customer's cooperation in providing the on-site technician(s) with an environmentally controlled area to perform calibrations and to stage instruments. This area must have proper lighting and electrical service as well as adequate space to set up our computer(s) and printer(s).
3. **Pricing** – Transcat agrees to maintain the quoted calibration service pricing for the term of a purchase order and / or service contract, provided that a firm purchase order and/or contract for the work quoted is received within forty-five (45) days of the quote date.
4. **Calibration Intervals** – Calibration intervals are per the request of the Customer. Transcat maintains historical data, which may be made available to assist the Customer in making his/her determinations, but Transcat makes no recommendation regarding the accuracy of the intervals determined by the Customer.
5. **Renewal and Termination** – The scheduled renewal date of this agreement shall be the later of (a) the first anniversary of the effective date of the Calibration Service Agreement, or (b) upon completion of the term of years selected under service options. This agreement shall be updated by Transcat issuing a revised Calibration Service Agreement on the scheduled renewal date based on the then prevailing rates of Transcat for such service. This agreement may be terminated by either party on the scheduled renewal date only, with thirty (30) days prior written notice. Notwithstanding the above, this agreement shall renew and be binding for the subsequent series of twelve (12) month periods under the terms of revised agreements issued on an annual basis, or failing such issuance by Transcat, under the terms of the originally authorized agreement.
6. **Terms of Payment** – Invoices are due and payable in full within thirty (30) days from their date, unless other terms have been agreed to in writing by Transcat. Finance charges at the rate of 1-1/2% monthly may be added at Transcat's option to any invoice not paid when due. Prices stated in the invoices are subject to correction for errors unless otherwise noted.

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7. **Sales and Similar Taxes** – Unless otherwise stated, Transcat's prices do not include sales, use, excise or similar taxes. Consequently, the amount of any present or future sale, use, excise or other tax applicable to the sale of the products hereunder shall be paid by the customer in addition to the invoice amounts.

8. **Transportation and Risk of Loss** – Unless otherwise stated by Transcat, delivery of products hereunder shall be as follows:

For shipments delivered within the Continental United States and outside of the United States – delivery of products shall be F.O.B. point of shipment and transportation expenses shall be paid by the Customer. Title to the products, right to possession and risk of loss pass to the Customer at the point of shipment even if (a) the carrier is selected by Transcat or (b) prices are quoted F.O.B. destination, C.O.D. or in any other manner.

9. **Warranty** – Transcat warrants all 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, test leads, and carrying cases are not warranted. Transcat will repair at its option, without charge, F.O.B. Company's facility, any equipment or part thereof found to be defective in material or workmanship if such item is returned to Company's facility, transportation prepaid.

Any number of factors can cause a calibrated unit to drift out of tolerance at any time following its calibration. Transcat warrants that any item calibrated by it, found to be out of tolerance within ninety (90) days, due to defects in workmanship, including Transcat-provided parts, Transcat repair or calibration processes, will be recalibrated at no charge if such item is returned to Company's facility at the Customer's expense.

Parts used to replace defective parts provided by Transcat 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 Transcat upon receipt.

10. **Limitation of Warranty and Liability** – The liability of Transcat (except as to title) shall in no case exceed the cost of correcting defects in products or calibrations and shall not extend beyond one (1) year from date of shipment. All claims for defective products, parts or calibrations under this warranty must be made in writing immediately upon discovery. Transcat 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 Transcat 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 Transcat are issued for general information purposes only and shall not be deemed to modify the provisions hereof.

The foregoing is Transcat'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. Transcat 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.

11. **Patents** – The Customer shall hold Transcat harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with the Customer's designs, specifications or instructions. Except as otherwise provided in the preceding sentence. Transcat shall defend any suit or proceeding brought against the Customer so far as based on a claim that any product or any part thereof, furnished under this contract constitutes an infringement of any patent of the United States, if notified promptly in writing and given authority, information, and assistance (at Transcat's expense) for the defense of same, and Transcat shall pay all damages and costs awarded against the Customer. In case said product, or any part thereof, as in such suit held to constitute infringement and the use of said product or part is enjoined, Transcat shall, at its own expense, either procure for the Customer, the right to continue using said product or part; or replace same with non-infringing products; or modify it so it becomes non-infringing; or remove said products and refund the purchase price and pay the transportation and installation costs thereof. The foregoing states the entire liability of Transcat for patent infringement by the said products or any part thereof. The sale of products by Transcat does not convey any license, by implication, estoppel, or otherwise, under patent claims covering combinations of said products with other devices or

elements.

12. **Discrepancies in Shipment and Damage to Merchandise** – Products distributed by Transcat are carefully packed and thoroughly inspected before leaving Transcat's facility. Any claim for discrepancies will be honored only if reported within fifteen (15) days from receipt of shipment.

Responsibility for safe delivery of products is assumed by the carrier upon its acceptance of the shipment. Consequently, claims for loss or damage sustained in transit must therefore be filed with the carrier as follows: written requests for inspection by the carrier's agent should be made within fifteen (15) days of the delivery date when concealed loss or damage is discovered. Concealed loss or damage means loss or damage which is not apparent until merchandise is unpacked; contents may be damaged in transit due to rough handling even though packaging may not show external damage. As to visible loss or damage, any external evidence of loss or damage must be noted on the freight bill or express receipt, and such document should be signed by the carrier's agent at the time of delivery. The Customer's failure to adequately describe such external evidence of loss or damage may result in the carrier's refusing to honor a damage claim. The carrier will supply a form for filing such a claim.

13. **Acceptance of Terms and Conditions** – Acceptance of the terms and conditions herein is an essential prerequisite to any contract of sale made by the seller. No condition stated by the Customer in its offer or acceptance shall be binding upon the seller if in conflict with, inconsistent with, or in addition to the terms and conditions contained herein. Acceptance of any good or service manufactured and /or delivered hereunder shall constitute purchaser's agreement to said terms and conditions.
14. **Miscellaneous** – This Agreement shall be construed and interpreted under the laws of the State of New York. The parties hereby consent to the jurisdiction of the courts of the State of New York and agree that venue shall lie in Monroe County. The invalidity in whole or in part of any provision hereof shall not affect the validity of any other provision.
15. **Safety** – Transcat reserves the right to refuse to carry out any work, which, in Transcat's opinion, would be hazardous. Transcat shall not be responsible in any way to Customer for any such refusal. Transcat shall comply with all of Customer's safety requirements where applicable; however, any protective clothing or any other equipment required as result of Customer's requirements shall be provided to Transcat at no cost. Transcat also reserves the right to refuse to cross picket lines if, in Transcat's opinion, said action may result in harm or potential harm to its employees.
16. **Delayed Performance** – If the performance of this agreement, or of any obligation hereunder is interfered with by reason of any circumstance whatsoever beyond the control of the party affected, then the party affected shall be excused from such performance on a day-to-day basis to the extent of such interference (and the other party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such party's obligations relate to the performance so interfered with); provided that the party so affected shall use reasonable efforts to remove such causes of non-performance. Notwithstanding the aforementioned circumstances, Transcat will, to the best of its ability, provide the service covered herein.

STANDARDS AND PRACTICES

Calibration

The service level, either with or without data and uncertainties, is to be determined on a per item basis. A calibration certificate with traceability information will be provided. As-found and as-left data will be recorded and provided on a separate data sheet for with-data level only.

All work will be performed in accordance with Transcat's Quality System. A copy of our Quality Manual is available on our Web site for your review. Key aspects of the service will include:

- All calibrations will be performed to manufacturer's specification unless requested otherwise by the customer at the time of order.
- All calibration standards will be traceable to SI units through NIST, NRC Canada, or to other recognized national or international bodies or physical constants.
- All calibration processes will have a minimum of 4:1 Test Uncertainty Ratio (TUR) on devices we calibrate. If we are unable to achieve this ratio on a given calibration, the actual TUR will be noted.
- Calibration standards will be cross-checked before and after performing on-site calibration work, as applicable.
- Calibration work will be performed by trained technicians.

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- Transcat will monitor and report the temperature and relative humidity under which the calibration work is performed.
- All calibration data will be entered into our CalTrak[®] metrology management system. Procedures, test points, and error tolerances are managed within the CalTrak software. The software performs all error calculations and pass/fail determinations.
- All instruments will be inspected and cleaned.
- Alkaline batteries will be replaced at no additional charge.
- If repairs are required prior to performing the calibration, an estimate of time and cost will be provided. Repairs will be done only with written customer approval.
- A calibration sticker will be affixed to each instrument except where it will interfere with the unit's functionality. The sticker will include the calibration date, due date, and initials of the technician. Tamper-resistant seals will be applied where appropriate.
- A certificate of calibration and supplemental report will be supplied for each calibrated instrument. The certificate and supplemental report are generated by our CalTrak system and will include:
 - Device identification including manufacturer, model, serial#, and customer ID number (if supplied).
 - Temperature and relative humidity in the laboratory or calibration area.
 - The procedure number used to perform the work.
 - Calibration date and calibration due date, if supplied by the customer.
 - A list of all standards used in the calibration including their calibration and due dates.
- For items received in an out-of-tolerance condition, a separate out-of-tolerance notification will be provided. The out-of-tolerance report will identify the instrument, and include as-found data for any parameters found in an out-of-tolerance condition.
- If data is requested (service level Cert With Data), a separate data sheet will be provided for each device. The data sheet is generated by our CalTrak system and will include:
 - Device identification.
 - Calibration date and due date.
 - Nominal values used for each test point.
 - High and low tolerances for each test point.
 - As-found and as-left values for each test point.
- All calibration certificates will be available through our CalTrak On-Line service at no additional charge. In addition, the calibration data is available there for customers who order calibration with data. CalTrak On-Line gives you password-protected access via the Internet to your calibration records. You can view and print instrument lists, print certificates (and data, if purchased), view recall details, and check the status of work in progress.
- Calibration recall notification will be provided for each device at least thirty (30) days prior to the calibration due date.
- It is the customer's responsibility to ensure instruments sent to Transcat are free of contamination in accordance with State & Federal transportation and/or safety requirements.
- Specifically, instruments must be free of all chemical and biological agents, oils, or other flammable material and any other contaminants that could cross-contaminate other lab instruments, before being shipped to Transcat for calibration or repair. Any contaminated material will be deemed a hazardous material.
- Any shipment containing hazardous material received at a Transcat facility will not be returned. It will be the customer's responsibility to pick up the hazardous material within thirty (30) days.
 - In the event the Customer does not pick up the hazardous material within the thirty (30) days, a local, registered hazardous material disposal company will be contacted for proper disposal or disposition of any such material, and the Customer will be invoiced for the resulting charges.
- Unless otherwise contractually specified, a binary decision rule, utilizing simple acceptance, and simple rejection criteria will be used for the determination of compliance.
 - When compliance statement are present, they are reported without factoring in the effects of uncertainty and comply with the guidelines established by B89.7.3.1-2001 (R2011) as follows:
 - The acceptance zone is defined as: less than or equal to the high limit, and/or greater than or equal to the low limit. The rejection zones are defined as greater than the high limit and/or less than the low limit.
 - Single measurement results in the acceptance zone are identified as in-tolerance. Single measurement results in the rejection zone are identified as out-of-tolerance (OOT).
 - When all measurement results are in the acceptance zone for repeated measurements, for the same characteristic, the test is identified as in-tolerance. For repeated characteristic measurements, a single measurement result in the rejection zone, will cause the test to be identified as out-of-tolerance (OOT).
 - Data rejection for cause, (outliers) is permitted after the "Determining and Verifying Out Of Tolerance (OOT) and/or Op Fail Readings" procedure outlined in C0002Ry has been completed and the anomalous reading cannot be repeated, and the anomalous reading does not represent the system under test.

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PRICING

The price quoted may contain a discount based on dollar volume. If dollar volume commitments are not met, Transcat reserves the right to revert to list price. In addition, Transcat reserves the right to, with documented evidence, modify pricing quoted in error, or where the requirements of the work have necessitated a substantial change in manpower or equipment requirements. Additional equipment may be added at any time during the duration of the contract. Equipment may be deleted from the agreement with written notice from the Customer prior to the date of calibration under the agreement.

On-Site Pricing – A signed agreement is required prior to scheduling on-site work. Minimum on-site charge is \$1,500 (\$2,000 CDN) per technician per day plus travel charges. As soon as Transcat arrives at the Customer's site to perform work, the Customer becomes liable for payment of 90% of the quoted amount or for the actual work performed, whichever is greater, plus travel charges (where applicable).

Equipment Evaluation Pricing – If a unit is sent in for calibration only, but is found to need repair, there will be an evaluation charge or the actual calibration price, whichever is lower. If a unit is sent in initially for repair, there will be an evaluation fee applied to the order depending on the cost of the calibration.

Transcat Managed Services (TMS) – If a unit cannot be calibrated in our lab, Transcat will charge a nominal fee to manage the process of getting the item calibrated by an outside vendor. (Minimum markup of \$99; maximum markup of \$500 (\$450 CDN) plus freight to and from the vendor).

Equipment Expedite Pricing – Expediting is considered to be a two-day turnaround after Transcat's receipt of a device at one of its laboratories. The expedite fees vary depending on the instrument type. Please consult your representative for exact pricing.

For more information or to obtain a calibration service quotation:

Phone: 1-800-828-1470

Fax: 1-800-395-0543

E-mail: sales@transcat.com



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TERMS AND CONDITIONS OF PRODUCTS SOLD BY TRANSCAT, INC.

Price and Terms:

Prices are subject to change without notice, and prices prevailing when your order is received will apply. We will be pleased to furnish quotations by mail, telephone, or Fax. MasterCard, Visa, or American Express are accepted. New accounts are invited; please furnish bank and references.

Invoices are due and payable in full within thirty (30) days from their date, unless other terms have been agreed to in writing by Transcat. Finance charges at the rate of 1-1/2% monthly may be added at Transcat's option to any invoice not paid when due. Prices stated in the invoices are subject to correction for errors unless otherwise noted.

Confirming Orders:

To avoid duplication of telephone orders, please mark confirming orders very clearly.

Loss or Damage:

Responsibility for safe delivery of products is assumed by carriers upon acceptance of shipments. Claims for loss or damage must therefore be filed with the carrier as follows: written requests for inspection by the carrier's agent should be made within fifteen (15) days of the delivery date as soon as concealed loss or damage is discovered. Concealed loss or damage means loss or damage which is not apparent until merchandise is unpacked; contents may be damaged in transit due to rough handling even though packaging may not show external damage. Visible loss or damage should be noted on the freight bill or express receipt, and such document should be signed by the carrier's agent at the time of delivery. A purchaser's failure to adequately describe external evidence of loss or damage may result in the carrier's refusal to honor a damage claim. Carriers will supply a form for filing such a claim.

Transportation and Risk of Loss:

Unless otherwise stated by Transcat, delivery of products hereunder shall be as follows: For shipments delivered within the Continental United States and outside of the United States – delivery of products shall be F.O.B. point of shipment and transportation expenses shall be paid by the customer. Title to the products, right to possession and risk of loss pass to the Customer at the point of shipment even if (a) the carrier is selected by Transcat or (b) prices are quoted F.O.B. destination, C.O.D., or in any other manner.

Return of Items – Authorization must be obtained from our Customer Service Department before returning items for any reason. When requesting a return authorization, please advise the reason for the return, date of purchase, your P.O. number, and our invoice number. This will expedite proper adjustment of your account. Return authorizations will be granted only if all of the following conditions are met: 1) product being returned has not been used or altered in any way; 2) all accessories and packaging are undamaged, unused, and with the unit; 3) the request for return authorization is within thirty (30) calendar days of the invoice date; 4) the request for return is not for a special order item.

Warranty:

As a distributor for the products described herein, Transcat, Inc., warrants that, to the extent that manufacturers have made representations concerning products in this catalog to us, the statements in this catalog accurately reflect those representations. Statements or descriptions in this catalog do not constitute warranties of Transcat.

Design Changes:

Design changes are made from time to time. Some items may differ slightly from the catalog illustrations or descriptions.

Nuclear:

The following product brands are not for use in nuclear facilities: GE (Druck, Panametrics), Crystal, Ametek/Jofra. Transcat will not sell these products to nuclear companies and does not condone the use of any of these products in nuclear facilities.

For more information:

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Email: sales@transcat.com