



# Terms & Conditions

## PHYSICAL ADDRESS

### United States

35 Vantage Point Drive  
Rochester, NY 14624  
Ph: 800-828-1470  
Ph: 585-352-9460  
Fax: 800-395-0543  
Fax: 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.	Branch Transit: 10102
TH1044C	Financial Institution: 016
P.O. Box 4283, Postal Station A	Account Number: 132097001
Toronto, ON M5W 5W6	finances@transcat.ca

## 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.

- 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.
- Workflow** – 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).
- 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.
- 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. If an interval is not specified at the time of order, the calibration interval will be set at 12 months.
- 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.
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. **Measurement Conflict Resolution** – If a case arises where there is a conflict of the calibration measurement results, then the "Universal Standard Method" will be used because it is technically based and internationally accepted by metrologists in all disciplines. Using this method, the onus of proving the measurement falls on the party that has questioned the results of the calibration. If requested, this party must provide a copy of their uncertainty budget for the measurement to the other party for review. In the event one or more assumptions in the budget cannot be resolved, a third party can be asked to provide an opinion on them and Transcat will be held harmless against any expense or loss resulting in opinions in Transcat's favor.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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 is to be determined on a per item basis. Both non-accredited and accredited service levels are available. For non-accredited service, a Pass-Fail certificate without data may be selected or a Certificate with As-Found and As-Left data may be selected. Both of these service levels will include the traceable standards used in the calibration however as of March 31, 2021, ILAC P14, ISO 17025:2017, and NIST's Policy on Traceability all require that calibrations which do not include reported measurement uncertainties prevent the respective instrument from further propagating traceability. Accredited service levels will include, at a minimum, the As-Found and As-Left data as well as the measurement uncertainties. These service levels allow for further dissemination of traceability for the respective instrument. Options for Decision Rules are also available for the Accredited service levels; several Guard Band methods or Transcat's PCS (Probability of Compliance to the Specification) are available to define the client's Decision Rule.

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:

- Transcat Calibrations are performed to Manufacturers specifications & recommended test points. Custom specifications and/or test points requested will result in additional charges
- All standards used in the calibration 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.
- 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<sup>®</sup> metrology management system.
- All instruments will be inspected and cleaned.
- Batteries will only be changed when the instrument is received without a battery or when the battery charge is low and impacts the calibration results.
- 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.
- For the Pass-Fail service level, a certificate of calibration will be provided. For all other service levels, a certificate of calibration and supplemental report will be supplied for each calibrated instrument. The certificate and supplemental report 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 (for all except the Pass-Fail service level), a separate data sheet will be provided for each device. The data 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.
  - Accredited service levels will also include measurement uncertainties for each reported value.
  - Accredited service levels that apply a Decision Rule will also include high and low acceptance limits based on the Guard Band method selected.

- Accredited service levels that include PCS will include a column indicating the PCS value for each reported measurement on the data sheet.
- All calibration certificates will be available through our C3 online service at no additional charge. In addition, the calibration data is available there for customers who order calibration with data. C3 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 statements are present, they are reported without factoring in the effects of uncertainty and comply with the guidelines established by B89.7.3.1-2001 (R2019) 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 OPS-P01-002 has been completed and the anomalous reading cannot be repeated, and the anomalous reading does not represent the system under test.
    - For any Accredited calibration service level, the customer must notify Transcat which Decision Rule they require to be applied to the calibration. In the absence of the identification of a Decision Rule, simple acceptance/simple rejection will be applied.
- To better serve our customers Transcat, Inc. routinely transfers instruments within the Transcat, Inc. network of Commercial calibration laboratories ("In Network transfer"). Transfers occur without additional communication to the customer. In Network transfers are deemed to be acknowledged and approved by the customer upon issuance of a Purchase Order in response to this Service Quote. This notice fulfills the sub-contracting notification requirements of ANSI/NCSL Z540-1-1994 clause 14.1 and ISO/IEC 17025:2017 Section 7.1.
- Local Lab – Transcat, Inc. Lab at the address listed on the Quote/Service Order will calibrate this instrument.
- Actual Lab Name - There are times when the closest lab may not have the specific capability to perform your calibration. In those cases, your item will be transferred to another lab in our network. This additional inter-lab shipping and handling will increase the time it takes to complete your job. If you wish to eliminate this additional time you may ship your item directly to the lab that will perform the calibration. Addresses for these labs can be found here: <https://www.transcat.com/calibration-services/lab-locations>
- In Network – The Local Lab will coordinate with another calibration facility within the Transcat, Inc. Network that has expertise in calibrating this instrument. You can see the status of your instrument through our online portal at [c3transcat.com](http://c3transcat.com)
- Outsourced Services – Transcat, Inc. may use third-party service providers for repair and/or calibration of equipment. Service providers are chosen from a list in the following order: 1) Customer's directive to use a vendor 2) Accredited labs 3) OEM - Original Equipment Manufacturer 4) Non-accredited/Non-OEM labs. The Transcat lab handling the equipment will determine the service provider in that order. In all instances, unless previously agreed upon in writing, the Transcat lab will present the customer with a quote from a vendor for approval prior to the instrument being service by that service provider. It is entirely the customer's decision to accept, reject or suggest a different service provider than the one purposed. If, for any reason, you have questions, or this is not acceptable, please contact us at 800-828-1470.

- On-Site – Calibration will occur at the site listed in the Quote/Service Order unless an alternate location is provided when scheduling your On-Site.
- TBD – Items annotated as TBD (To Be Determined) require a technical evaluation at the servicing calibration laboratory to make a final determination of calibration capability and price.

## 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 throughout 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** – Pricing is initially calculated by comparing the values of a per piece price, plus travel charges and the value of a Minimum Daily Rate (MDR) of \$1,500.00 per tech / per day and selecting the greater of the two values. Per Diem applies to all On-Site service for work that is a distance greater than 60 miles one way from the primary lab location and a workload duration of greater than one day. A signed agreement is required prior to scheduling on-site work. 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 any applicable travel and per diem charges.

**Equipment Repair and Calibration Pricing** – If a unit is sent in for calibration only, but is found to need repair, and the customer rejects the repair quote, there will be a charge of the calibration price or minimum of \$125.00, whichever is lower, and dependent upon data captured in the calibration process. If a unit is sent in initially for repair, the cost of the calibration will be included in the quoted service proposal.

**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 \$125.00 (\$180.00 CDN); maximum markup of \$675.00 (\$925.00 CDN) plus freight to and from the vendor).

**Equipment Expedite Pricing** – Expediting is 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.

**Nuclear** - The following product brands are not for use in nuclear facilities: Baker Hughes (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 or to obtain a calibration service quotation:

Phone: 1-800-828-1470

Fax: 1-800-395-0543

E-mail: [sales@transcat.com](mailto:sales@transcat.com)



# Terms & Conditions

## 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.

For more information:  
Phone: 1-800-828-1470  
Fax: 1-800-395-0543  
Email: [sales@transcat.com](mailto:sales@transcat.com)