



▲ Your Calibration Resource

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TERMS AND CONDITIONS

All services or products supplied by J & M Instrument Service, Inc., hereafter called "J & M", "we" or "company", provided to or for its customers, hereafter called "Customer", "you", are made under the following terms and conditions. The Company reserves the right to cancel any contract at any time, without cause, by notice in writing to the Customer. These terms and conditions may change at any time without notice:

1. ACCEPTANCE OF PURCHASE ORDER:

Agreement by the Customer to furnish product, instruments or devices to J & M constitutes a complete acceptance of these Terms and Conditions. This agreement applies to any Purchase Order, Work Order, verbal agreement or any similar contract, written or un-written, furnished by the Customer to J & M or any of its agents.

2. SHIPPING INSTRUCTIONS:

J & M is not responsible for damage during shipping to its facility. The Customer must ensure proper packing of the instruments being sent to J & M for services. Special care must be taken with heavy instruments, apparatus with odd or protruding shapes, devices that contain glass or liquids. ALWAYS INSURE YOUR SHIPMENTS TO PROTECT YOURSELF. If any damage is evident during the receiving process, a company representative will contact the Customer to discuss of the situation and ask for instruction on how to proceed.

The Customer's Company name, address, contact number(s) and person(s) to contact must be clearly legible either in the Work/Purchase Order or in the shipping document. SHIPMENTS WITH INADEQUATE INFORMATION WILL BE DELAYED.

Always clearly indicate the contents and amount of materials (instruments) in each shipment.

3. HAZARDOUS MATERIALS:

Instruments that have been exposed to hazardous materials must be thoroughly cleaned prior to shipping to J & M. MSDS sheets are required for all items that have come in contact with hazardous materials at any time.

By law, it may not be possible to ship devices filled with mercury or other hazardous materials.

4. INCOMPLETE ITEMS:

Devices that arrive incomplete, have missing parts or need additional components to be functional, will be delayed or rejected at discretion of J & M quality personnel.

5. POWER SUPPLIES:

Always send your power supply with your instrument(s) if they are powered and need a power adaptor for its functioning. J & M carries an array of different power supplies, but we cannot match the power requirements of all the different meters in existence today. If the meter works with outlet power and it uses a non-standard cable, please send your cable along. Your power supplies & accessories will be tagged with your name and returned to you after work is completed.

IF A METER HAS NO POWER SUPPLY AND WE CANNOT MATCH THE POWER REQUIREMENTS, THE ORDER WILL BE CANCELLED AND SENT BACK AT YOUR EXPENSE.

6. ORDER REQUIREMENTS:

Always send your detailed, documented calibration requirements clearly specified with your order. This includes the type of service required: data/no-data; specific data points; compliance with specific national or international standards or procedures; calibration cycle, etc. J & M offers various levels of service. The Customer is responsible to ensure ordering the required service(s). If you do not supply us with your detailed requirements J&M's default services / procedures will be provided as controlled by J&M's calibration system based on class or make/model. Non-Accredited, NIST traceable calibrations will be provided with a TUR statement including "as found" & "as left" deviation data unless otherwise requested. A default calibration cycle of 1-year will be used. Please send any required drawings with your order.

7. CONFIDENTIALITY

All materials, instruments, orders, drawings, requests, etc. made by the Customer to J & M are considered proprietary information for the purposes specified in the Work/Purchase Order. All information furnished by the Customer to J&M is considered CONFIDENTIAL.

8. REPAIRS:

We will advise you if instruments are found to need repairs. Any repair service fees are provided in addition to the calibration fees.

9. ADJUSTMENTS:

If the Customer's instrument is found to be out of specifications it will be adjusted back to manufacturer's specifications, or previously agreed values, whenever possible. If an instrument cannot be adjusted into tolerance or does not have adjustment controls, the notification will be given to the Customer on the Certificate of Calibration.

10. UNITS OF MEASUREMENT:

Unless requested by the Customer, data recorded on the Calibration Certificates is presented in the most commonly used International Units of measurement as controlled in our datasheets.

11. CALIBRATION CERTIFICATES:

J & M's Calibration Certificates are designed to meet the requirements of ANSI/NCSL Z-540-1 and ISO 17025:2005.

For interpretation purposes, "UUT" stands for "Unit Under Test" and "J & M STD" stands for "J & M Instrument Service Standard"

J&M reserves the right to charge for replacement Calibration Certificates lost by the customer. Order replacement certificates by the "Certificate Number", also referred to as "Work Order Number".

12. PAYMENTS:

Our payment terms are clearly stated on all our invoices. Our **standard** term of payment for approved open accounts is Net 30 days. Your individual terms may be different if established by contract or special agreement. There must be a mutual agreement between our organizations in order for non-standard terms of payment to be acceptable to us. In order for you to take the allowable discount you must pay the invoice or electronically process the payment so that we receive it no later than 10 days from the invoice date. We will invoice you for any discounts taken after the discount date. A finance charge of 1.5% per month may be charged to your account for all past due amounts. This is equal to an annual interest rate of 18% per year. The finance charges will begin accumulating the day after the due date and will continue until we receive your payment.

13. GUARANTEE:

All services are guaranteed only to the extent of the service performed or manufacturer's warranty. J & M is not responsible for lost or missing items not identified on the Customer's Purchase Order. J & M is not responsible for instruments left in our facility for over 90 days. No other warranties are expressed or implied. Contact J & M for instruction on how to proceed if requesting warranty service or to register a formal complaint.

14. INDEMNITY AGAINST CLAIMS

The Customer agrees to protect, indemnify, defend and hold harmless the Company, its directors, officers, employees and agents from and against any losses, personal injury (including death) or property damage-claim, suit, action, expense, loss or damage whatsoever, including but not limited to claims, (including punitive damages), demands, suits, and other liabilities, together with attorney's fees, and other expenses of litigation or defense which occur, either directly or indirectly, because of: damages to all property including loss of use and downtime; inadvertent misrepresentation; contamination of or adverse effects on the environment, including but not limited to the cost of assessment, remediation and all other related activities, which occur in connection with performance of the work contemplated hereunder, regardless of the Company's fault or negligence.