

# Autocal Solutions Pvt. Ltd

## Terms & Conditions

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### Physical Address:

Unit No. 4,5,10 & 11, Ruby Ind. Estate PCS Ltd, Navghar,  
Dist. Palghar. Maharashtra, India Pin- 401210.  
Ph- 91 0250 2392288, 2392289

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### Foreign remittance

Bank name: ICICI Bank Ltd.  
Address: Vimal Shopping Centre, Main Road, Vasai Road (W),  
Dist. Palghar, Maharashtra- 401202,  
Account No. 002205002818  
Swift Code: ICICINBBXXX  
ABA FED NO:21000021

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### TERMS & CONDITIONS OF SALE APPLYING TO CALIBRATION/VALIDATION/HVAC SERVICES BY AUTOCAL SOLUTIONS PVT. LTD.

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

- Record Keeping** - ASPL will maintain records of the calibration and repair history for a period of 2 years for customers records.
- Work Flow** - When work is performed at Customer's site, it is the responsibility of the Customer to have instruments available to facilitate steady workflow. ASPL requests the Customer's cooperation in providing the on-site technician(s) with an environmentally controlled area to perform calibration 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) as well minimum quantum agreed wherever applicable.
- Pricing** - ASPL 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 date of quotation.
- Calibration Intervals** - Calibration Intervals are as per the request of the Customer. ASPL maintains historical data, which may be made available to assist the Customer in making his/her determinations, but ASPL makes no recommendations regarding the accuracy of the intervals determined by the Customer.
- 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 terms of years selected under service options. This agreement shall be updated by ASPL issuing a revised Calibration Service Agreement on the scheduled renewal date based on the prevailing rates of ASPL for such service. The 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 instances by ASPL, under the Terms of the originally authorised agreement.

6. **Terms of Payment** - Invoices are due and payable after completion of work. Instruments shall be provided with reports only after successful receipt of full payment. Finance charges at the rate of 2% monthly may be added at ASPL option's to any invoice not paid when due. Prices stated in the Invoices are subject to correction for errors
7. **Sales and Similar Taxes** - ASPL prices do not include GST, excise, service or similar taxes. Consequently, the amount of any present sales, excise or similar taxes applicable to the sale of the services hereunder shall be paid by the customer in addition to the invoice amounts. If TDS is applicable, TDS certificate should be issued to us within 1 month of declaration else we shall raise a debit note and notify the relevant authorities. We comply with all statutory and labour, workman regulation. We shall not accept any labour taxes deduction like PF, ESIC, PT, etc.
8. **Work Execution** - Work will be executed within one week of confirmation of order. Our Quotation Reference No. must be stated on Commercial Work Order (PO) or Delivery Challan.
9. **Collection and Delivery** - Collection and delivery of Equipments shall be chargeable as per ASPL's delivery and collection prices.
10. **Acceptance of Terms and Conditions** - Acceptance of the terms and conditions herein is an essential prerequisite to any contract of sale made by 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 manufactured and/or service delivered hereunder shall constitute purchaser's agreement to said terms and conditions.
11. **Miscellaneous** - This Agreement shall be constructed and interpreted under the laws of court of Mumbai. The parties hereby consent to the jurisdiction of the courts of Mumbai and agree that venue shall lie in Mumbai. The invalidity in whole or in part of any provision hereof shall not affect the validity of any other provision.
12. **Safety** - ASPL reserves the right to refuse to carry out any work, which, in ASPL's opinion would be hazardous. ASPL shall not be responsible in any way to Customer for any such refusal. ASPL shall comply with all of Customer's safety requirements where applicable; however, any protective clothing or any other equipment required as a result of Customer's requirements shall be provided to ASPL at no cost. ASPL also reserves the right to refuse to cross picket lines if, in ASPL's opinion, said action may result in harm or potential harm to its employees.
13. **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 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 such performance of its obligation on a day to day basis to the extent such party's obligations relate to performance so interfered with ); provided that the party so affected shall use reasonable efforts to remove such causes of non-performance. Notwithstanding the fore-mentioned circumstances, ASPL will, to the best of its ability, provide the service covered herein.
14. All the rates Quoted are for 3 points calibration only for additional points 10% per point will be charged extra.
15. SRF form is mandatory while sending Instrument for calibration or repair.
16. Pipette received to us by the customer should be completely decontaminated of all chemical, biological and/or radioactive materials PRIOR to shipment.
17. Customers need to fill the pipette decontamination form and submit it to our customer service representative prior to shipment.



## 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.

All work will be performed in accordance with ASPL's Quality System. A copy of our Quality Manual is available on our website for your review. Some of the key aspects 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 NPL or to other recognised national or international bodies
- All calibration processes will have minimum of 3:1 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
- ASPL will monitor and report the temperature and relative humidity under which the calibration work is performed.
- All instruments will be inspected and cleaned.
- If repairs are required prior to performing the calibrations, an estimate of time and cost will be provided. Repairs will be done only with 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 technicians. Tamper resistant seals will be applied where appropriate.
- A certificate of calibration will be supplied for each calibrated instrument. The certificate will include:
  - Device Identification including manufacturer, model, serial no. and customer ID number ( if supplied)
  - Calibration date and due date
  - Nominal values used for each test point

Calibration recall notification will be provided for each device at least thirty (30) days prior to the calibration due date.

- It is the customers responsibility to ensure instruments sent to ASPL are free from any contamination in accordance with State & National 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 ASPL for calibration or repair. Any contaminated material will be deemed as hazardous material.
- Any shipment containing hazardous material received at a ASPL 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 pickup the hazardous material within 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 resulting charges.
- Unless otherwise contractually specified, a binary decision rule, utilising 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 to equal to the low limit. The rejection zones are defined as greater than or equal to the high limit and/or less than the low limit.

- Single measurements results in the acceptance zone are to be identified as in tolerance. Single measurement results in the rejection zone are identified as out-of-tolerance.
- When all measurement results are in the acceptance zone for repeated measurements, for the same characteristics, the test is identified as in-tolerance. For repeated characteristic measurement, a single measurement result in the rejection zone, will cause the test to be identified as out-of-tolerance (OOT).

## **PRICING**

The price quoted may contain a discount based on rupee volume. If rupee volume commitments are not met, ASPL reserves the right to revert to list price. In addition, ASPL 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**

## **CALIBRATION**

A signed agreement is required prior to scheduling on-site work. For local on site calibration minimum billing is Rs.5000 + service tax. Billing amount below Rs.5000, Travelling charges Rs.1000 will be charged to the Customer. All payment below the minimum amount to be made by Cash/Cheque at the time of collection of calibrated material or completion of Job. No credit will be given in all cases where billing is below Rs.5000. All payments to be made immediately after completion of work. Certificates shall only be deployed after the receipt of payment.

## **EQUIPMENT EVALUATION PRICING**

If a unit is sent in for calibration only, but it 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.

Instrument accepted for calibration can be returned uncalibrated under the circumstances beyond our control. Charges quoted are only for checking calibration capability and are payable even if they are out of calibration scope.

## **ASPL JOINT SERVICE**

If a unit cannot be calibrated in our lab. ASPL will charge a nominal fee to manage the process of getting the item calibrated by an outside vendor.

## **EQUIPMENT EXPEDITE PRICING**

Expediting is considered to be a two day turnaround after ASPL's receipt of a device at one of its laboratories. The expedite fees vary depending on the instrument type. Please consult your Customer Service Representative for exact pricing.

## **OVERSEAS PAYMENT TERMS**

Customer are required to pay 100% advance of the quoted price along with Purchase Order.

## **OVERSEAS PRICING**

All prices shall be considered in US Dollars only.

## **OVERSEAS TRAVELLING AND CONVEYANCE**

It is the customer's responsibility to provide ASPL technicians with to-and-fro air tickets, boarding, food and beverages, Conveyance, Custom Clearance and Visa Charges required to execute the job.

## **PROCESS VALIDATION**

In case of any failure of any cycle 80% charges will be applicable without any report from ASPL. Below and upto 4hrs of work executed at the customer's site is considered as half day of working. Above 4 hours and upto 8 hours of work executed is considered as full day of working.

## **PROCESS/HVAC VALIDATION PAYMENT TERMS**

50% Advance & remaining 50% after completion of work prior to submission of reports. Reports will be sent electronically to customer for approval if required.

## **HVAC VALIDATION**

All the mentioned tests are conducted at the discretion of the Customer. Below and upto 4hrs of work executed at the customer's site is considered as half day of working. Above 4 hours and upto 8 hours of work executed is considered as full day of working.