



## TERMS & CONDITIONS FOR SALES AND SERVICES

Each Sales Order, Estimate, Quote, or Invoice issued by QRS or Purchase Order placed by Customer for Goods and/or Services is subject to these Terms & Conditions for Sales and Services ("Terms & Conditions"), and is conditional upon Customer's agreement to such terms. Customer shall be deemed to have agreed to be bound by such terms by delivering a Purchase Order to QRS or acceptance of Goods or Services from QRS.

**1. Definitions:** For purposes of these Terms & Conditions, the following definitions apply:

- a. "Customer" means the party indicated on the face page of the Purchase Order that is contracting with QRS for the purchase and sale of Goods and/or Services.
- b. "On-Site Calibration" means calibration or other services that are performed by QRS at a Customer facility.
- c. "QRS" is the supplier or service provider for the aforementioned products or services and includes QRS Calibrations, LLC d.b.a. QRS Solutions, located 4501 Waldemar St, Haltom City, TX 76117 and 22620 Goldencrest Drive, Ste D-115, Moreno Valley, CA 92553.
- d. "Third Party Supplier" means suppliers, manufacturers, service providers, business partners, affiliates, brokers, distributors, or agents contracting with QRS for the purchase of Goods and/or Services.

**2. General**

- a. These Terms & Conditions shall prevail over any other documentation or communication from Customer, unless otherwise specified in the Estimate or Sales Order issued by QRS to the Customer, or otherwise in writing by QRS.
- b. These Terms & Conditions cannot be modified, amended, revised, substituted, or otherwise changed without prior written consent of QRS. These Terms & Conditions will apply despite any other terms or conditions proffered by Customer.
- c. QRS will not process any order until it receives a Purchase Order or Purchase Order Number from Customer via fax, email, or mail, unless agreed upon in writing by QRS in advanced.

**3. Price and Payment**

- a. Unless otherwise agreed in writing, the terms of payment for all Goods and/or Services are Net thirty (30) days following the DATE OF INVOICE, payable in United States of America dollars.
- b. *Late Payments:* Any invoice not paid within thirty (30) days of the DATE OF INVOICE is subject to the following, unless other terms have been agreed to in writing.
  - i. Customer agrees to reimburse QRS for all costs incurred in the collection of any late payments, including, without limitation, attorneys' fees, court cost, and collection agency fees. In addition to all other remedies available under these Terms & Conditions or at law (which Customer does not waive by the exercise of any rights hereunder), QRS shall be entitled to suspend delivery of any Goods or withhold the performance of any Services, under any and all Purchase Orders or Agreements, if Customer fails to pay any amounts when due hereunder.
  - ii. All discounts are subject to be voided for payments that are not received within Net thirty (30) days from the DATE OF INVOICE.
- c. Sales Orders or Invoices may include additional fees or charges as applicable, including, but not limited to the following: medical device excise taxes, shipping, handling and or processing fees, credit card fees, shipping cut-off fees, priority or expediting fees, minimum order fees, exchange fees, drop ship fees, OEM/manufacturer/ QRS fees, credit card convenience fee, or other similar charges or fees.
- d. QRS reserves the right to correct errors in pricing, discount calculation, or billing i.e., typographical errors, formula errors, etc... and will notify Customer of the corrected price.
  - i. If Customer does not pay the corrected price, QRS may cancel the order without further obligation, except for the obligation of refund if payment was made in advance and return Customer property as necessary.
- e. All goods purchased from Third Party Suppliers by QRS for, on behalf of, or pursuant to a Customer Purchase Order are property of QRS until full payment is received from Customer.
- f. QRS reserves the right to modify, update, or run promotions on any Goods and/or Services at any time. QRS reserves the right to change the price of any Good and/or Service at any time. Once Customer Purchase Order has been received, the price shall remain fixed for the Customer for the Goods and/or Services subject to that Purchase Order. Under no circumstances shall QRS refund the difference should the price of Goods and/or Service decrease.
- g. Prices exclude any tax or duty, now or hereafter, imposed upon the product storage, sale, transportation, or use of the product, unless otherwise stated.
- h. *Minimum Order Fee:* Orders under one hundred and fifty dollars (\$150.00) may be subject to a minimum order fee of twenty-five dollars (\$25.00).



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- i. *Handling Fee:* A handling fee of eight dollars and fifty cents (\$8.50) will be added for each box processed at a QRS facility, regardless of the number of units or weight of the box.

### **Customer Obligations**

- a. Customer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with QRS, whether relating to QRS' breach, bankruptcy, or otherwise.
- b. Batteries, fuses, oxygen sensors, or other applicable accessories may be supplied by QRS as needed for an additional charge. Customer may supply their own accessories, including the ones described above.
- c. Unless specified otherwise, QRS will install batteries, fuses and sensors that are supplied by Customer, at no additional charge as part of Calibration or Repair Services.
- d. Customer agrees that unit disassembly may be required in order to investigate and diagnose the unit in the event that the unit is found out of tolerance or functionality is compromised. Customer authorizes QRS to disassemble Customer units, as necessary, in order to provide Customer with the necessary information with regard to the unit. Customer authorization may be sought in writing (via email or otherwise) before additional charges are accrued that are greater than the original Purchase Order amount.
  - i. Customer agrees that QRS will not proceed with the additional Services until it has received a new or amended Purchase Order from Customer.

### **4. QRS Obligations (On-Site & Depot Calibrations)**

- a. QRS will provide Certificates of Calibration for all instruments calibrated in PDF or hard copy format upon receipt of Customer PO, or Customer payment if NET terms are not established.
- b. QRS will place a Calibration Sticker which indicates the Calibration Date and Next Calibration Due Date on the device (unless specified otherwise). When appropriate QRS will place a "Void if Removed Sticker" on the instrument when calibration is completed, and prior to return to the Customer.
- c. QRS shall perform the Services with reasonable skill and care, and to a reasonable standard in accordance with recognized ISO 9001:2015 and NIST codes of practice.
  - i. Upon Customer request and receipt of Purchase Order, accredited calibration may be provided and will be in accordance with recognized ISO 17025:2017 code of practice.
- d. QRS accepts all responsibility for the condition of tools and equipment used in the performance of the Services and shall ensure that any materials used in the performance of Services shall be free of defects at the point of dispatch, unless otherwise specified in writing.

### **5. On-Site Calibration**

- a. Customer must provide QRS the following information:
  - i. Customer must provide the address where calibration is to take place. Provide directions as to where QRS Technician(s) may park as well as directions as to where to enter the building to locate the instruments identified on the Asset List. Customer is responsible to have instruments available, and organized in one location, in advance of the scheduled date. Customer is to allow access to the instruments to accommodate calibration and to facilitate steady workflow. QRS requests, depending on accounts size, that customer pull like and kind equipment for the technician and at least 25 pieces at a time. This will expedite the process, and allow the technician to stay on schedule.
  - ii. Name, telephone number(s), extension, email, or other means of contact for Customer's authorized representative.
  - iii. List of instruments to be calibrated ("Asset List"), noting the Manufacturer, Model, Customer Asset Number and Serial of the unit, ~~type~~ and quantity of items.
  - iv. Any special calibration preferences or requirements at least ten (10) Business Days before service date.
  - v. If Customer wants batteries replaced, regardless of test outcome, Customer must notify QRS at least ten (10) Business Days prior to service, to allow QRS time to source all the batteries that are not carried as stock by QRS.
- b. *Additional Instruments:* QRS will estimate the number of days and hours required, based on Customer's Asset List and will allot that amount of time for scheduled On-Site Calibration. QRS cannot exceed the allotted On-Site Calibration time estimate without prior written agreement.
  - i. If Customer requires additional instruments to be calibrated during On-Site Calibration, that were not originally identified on Customer's Asset List, it is to the Technician's discretion to perform On-Site Calibration for the additional instruments. Customer agrees that it will be invoiced for the total number of instruments calibrated.
  - ii. If Technician cannot complete calibration on the additional instruments not identified on Customer's Asset List, the additional instruments may be calibrated at a QRS facility.



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1. Customer must submit a separate, or updated Purchase Order, and Customer may ship the instruments to QRS for Depot Calibration. Customer will be responsible for all shipping and handling cost to and from QRS.
2. Alternatively, Customer may release the instruments to QRS Technician to be brought to QRS Depot for Calibration, at the Technicians discretion. Customer agrees that it will be invoiced for the total number of instruments calibrated. Customer will be responsible for all shipping and handling cost.
- c. During On-Site Calibration, QRS will calibrate, test, and clean Customer instruments and return to customer on the same day, when feasible, unless otherwise agreed.
- d. **Failed Calibrations:** If after attempted calibration, a Customer instrument fails calibration, QRS will provide Customer a Fault Report in-person or via email, to notify Customer of the failed calibration.
  - i. Customer may elect QRS to perform repair services on the failed instruments. The QRS Technician will determine if the repair can be performed On-Site. If repair can be performed On-Site, QRS will perform the repair On-Site upon written approval from Customer. Customer agrees that it will be invoiced for the repair.
  - ii. If repair cannot be performed On-Site, Customer will need to Request and RMA and may submit a separate or updated Purchase Order. Customer will then ship the instruments to QRS for repair using the RMA number assigned. Customer will be responsible for all shipping and handling cost to and from QRS.
  - iii. If Customer fails to respond on the Fault Report, the failed instruments will be identified and returned to customer as-is.

### 6. **Depot Calibration**

- a. An RMA Number as well as a Purchase Order is required for all Instruments shipped to QRS for Calibration and/or Repair.
- b. It is Customer's responsibility to ensure instruments sent to QRS are free of contamination in accordance with State & Federal transportation and/or safety requirements.
- c. If an instrument is sent in for calibration only, but is found to need repair, QRS will notify Customer. If Customer wishes QRS to proceed with repair, Customer must provide an updated Purchase Order or approve the repair in writing by an authorized representative. QRS cannot proceed with repair until it receives Customer Purchase order or authorization. Such instrument will no longer be included in the turn-around time estimate.

### 7. **Certificate of Calibration**

- a. *Accredited 17025:2017 and/or Z540-1 calibration:* Unless otherwise requested by Customer in writing, QRS uses a binary decision rule with simple acceptance. Calibration interval will not be specified on the Accredited Certificates unless specifically requested by the Customer on the Purchase Order. Reported Measurement Uncertainties on the certificates are stated with a Coverage factor of  $k=2$ , corresponding to a coverage probability of 95%.

### 8. **Limitation of Liability**

- a. Customer agrees to conduct a performance test for all instruments, products, and services provided to Customer by QRS. If the instrument provided or serviced by QRS does not pass the performance test, Customer must provide written notice to QRS within five (5) business days of Customer receives the instrument.
- b. QRS does not accept responsibility or liability if any instrument is not used in the manner intended, used incorrectly, or physically abused by the operating party.
- c. IN NO EVENT SHALL QRS BE LIABLE TO CUSTOMER, OR ANY THIRD PARTY, FOR ANY LOSS OF USE, REVENUE, PROFIT, OR DIMINUTION OF VALUE, FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT QRS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- d. IN NO EVENT SHALL QRS' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS & CONDITIONS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE



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AMOUNTS PAID TO QRS FOR THE PRODUCTS SOLD HEREUNDER OR, AS TO SERVICES, FOR THE AMOUNTS PAID TO QRS FOR SERVICES PERFORMED HEREUNDER.

### 9. **Warranty**

- a. Product Warranty, for products purchased through QRS, are per the manufacturers manual for the product purchased. Should a manufacturer defect occur within the warranty period specified in the Manufacturer's Manual for the instrument in question, Customer must give QRS written notice in accordance with Section Ten (10) of these Terms & Conditions. QRS will work with manufacturer accordingly to repair or replace the instrument in question.
- b. Customer acknowledges that QRS is not the manufacturer and that QRS has not and cannot make any warranty of merchantability or fitness for any particular purpose.
- c. QRS warrants that any instrument calibrated or serviced by QRS found to be out of tolerance within five (5) days of Customer receipt of the instrument, due to errors in QRS repair or calibration process, will be recalibrated at no charge upon QRS verification that the instrument is out of tolerance.
  - i. If the instrument cannot be verified as out of tolerance, Customer may be charged for such verification.

### 10. **Manufacturer Warranty Replacement for Products Purchased Through QRS, per Manufacturer Warranty Terms and Conditions:**

- a. Customer must notify QRS in writing within the documented warranty period. Such warranty period beginning on the date specified by the manufacturer. Customer must provide information including, but not limited to, Purchase Order number, full description of the defect, serial number, identifying markings, and if appropriate, photographs of the instrument that it has identified for the Manufacturer Warranty Replacement. A technical support call may be required to determine if an RMA will be issued.
- b. Customer must obtain a valid RMA, or RMA number, from QRS before making any warranty returns or returning products for warranty. Shipping charges for the Item under Warranty will be paid by Customer.
- c. Customer shall cooperate with reasonable requests during the handling of the warranty by manufacturer or QRS.
- d. Warranty return items must be received at the location designated on the RMA Form within ten (10) business days of the date of the RMA. ~~warranty is sought from QRS or from manufacturer.~~
- e. A credit for warranty return will only be issued when a Warranty Replacement is authorized in writing by Manufacturer, and accepted by QRS ~~is ordered from Seller (if available).~~ If Customer does not order a warranty replacement from the manufacturer, then any credit allowed will be at the sole discretion of QRS.
- f. If a defect is confirmed as covered under Warranty by the manufacturer or QRS during evaluation, the instrument will be replaced or repaired. If the instrument cannot be replaced or repaired by QRS or Manufacturer, a credit will be issued fifteen (15) Business Days ~~from the date of evaluation~~ from date of final determination in writing to customer.

### 11. **Cancellations**

- a. Orders for product, cannot be cancelled once placed, as items are built to order.
- b. *On-Site Calibrations:* Either Party may cancel a scheduled on-site service thirty (30) days prior to the date of the scheduled service upon written notice to the other Party.
  - i. On-Site Calibration cancelled by Customer within thirty (30) days of the scheduled service is subject to a fee of twenty-five percent (25%) of the Estimated price of Service.
- c. *Depot Calibrations:* Depot Services cannot be canceled once the Purchase Order and Item have been received at QRS.

### 12. **Refunds & Credits Instruments Purchased through QRS are per the Manufacturer Specifications:**

- a. Non-serialized parts and accessories such as, but not limited to, cables, carrying cases, auxiliary modules, etc... are not eligible for return or refund.
- b. Serialized products (products labelled with a distinct serial number) may be eligible for partial refund and/or credit on a case by case basis and at the sole discretion of QRS and/or Manufacturer.
  - i. Customer must notify QRS in writing within thirty (30) days of the Invoice Date.
  - ii. All returned products must be in "as new" or resalable condition and must be returned with all included parts, accessories, cables, manuals, literature, and other relevant supplemental material provided.
  - iii. All returned products are subject to a minimum restocking fee of 25%. Additional charges for damage, and/or missing parts, accessories, cables, manuals, literature, and other relevant supplemental material will be applied to all returns and refund, if any, will be adjusted accordingly.



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- iv. All products which are not in “as new” or resalable conditions are not eligible for return or credit and will be returned to Customer at Customer’s expense.
  - v. All items being returned must be sent prepaid (freight, duty, brokerage, and taxes) to manufacturer’s location (if drop shipped), or to QRS at the following address: 4501 Waldemar St, Haltom City, TX 76117.
  - c. Refund/Credit will be issued for products returned in accordance with this Section Twelve (12).
13. **Returning Instruments to QRS**
- a. All products must be accompanied by a Return Material Authorization (RMA), or RMA number, issued by QRS.
  - b. All returned items must be in an appropriate packaging, carton, or container designated by such shipment. QRS is not responsible for damage to any items shipped to QRS. Customer is responsible for the shipping insurance, and claims process should a instrument arrived damaged by the freight carrier.
14. **Force Majeure**: Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.
15. **QRS Property**: The contents of the QRS website may not be copied, reproduced, distributed, republished, displayed, posted or transmitted in any form or by any means without the prior express written permission of QRS. The calibration certificate may not be reproduced, except in full, unless permission for the publication of an approved abstract is obtained in writing from the calibration organization issuing the report.
16. **Severance**: If any term or provision of these Terms & Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect, as if these Terms & Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.
17. **Waiver**: No waiver of any provision of this Agreement shall be enforceable against that party unless it is in writing and signed by that party.
18. **Governing Law**: It is the intention of the Parties to this Agreement, that this Agreement, and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Texas, and county of Tarrant without regard to the jurisdiction in which any action or special proceeding may be instituted.