



Terms and Conditions

1. Quotations are valid from 60 days of issue. Terms for testing are 15 days net for domestic customers, and prepay for international customers. Terms for equipment sales are 50% upon acceptance of quote and 50% 15 days net for domestic customers, for international equipment sales 50% upon acceptance of quote and 50% prior to machine shipment. Client should arrange their own freight forwarder. All work requires valid purchase order stating terms required for start of testing. Expediting of testing is possible for additional fees.
2. COLTS Labs reports are for the exclusive use of the Client. The report, name COLTS Labs and its seals, are not to be used by Client for any purpose including but not limited to advertising, or publicity material without the prior written approval of COLTS Labs.
3. Any work canceled by customer once started will be subject to set up fees and test charges incurred to that point.
4. Any use of COLTS Labs reports or the information contained therein is conditional upon timely payment of any and all fees.
5. COLTS Labs shall retain copies of reports and supporting documentation, not including samples for a period of 5 years. At which time they are disposed. A Client can request additional copies during this period for an additional charge.
6. All test samples are destroyed after 21 days unless Client asks in writing for samples to be returned. All shipping costs incurred by COLTS Laboratories will be passed on to Client along with handling fee.
7. Client acknowledges that COLTS Labs performs testing services only as specified by Client. COLTS Labs does not design, warrant, supervise or monitor compliance of products or services except as specifically agreed to in writing. By their very nature, testing, analysis and other COLTS Labs services are limited in scope and subject to expected measurement variability.
8. COLTS Labs Reports apply only to the standard or procedures identified therein and the sample(s) tested and or inspection(s) made. Test and/or inspection results are not indicative or representative of the qualities of the lot from which the sample was taken or of apparently identical or similar product.
9. COLTS Labs shall keep documents and information related to Client confidential and will not disclose this information to third parties without prior written consent of Client. COLTS Labs will, however, disclose any such information in response to legal process after providing Client with a copy of such process.
10. Client or Client's authorized representative shall be afforded the opportunity to clarify test requests and reasonable access to monitor test work provisional to the protection of the confidentiality of other clients.
11. Test reports are valid for certification purposes for one year from the date of issue, inclusive of retest or variant additions which must be performed within one year of date of issue in order to avoid full retest.
12. Client is responsible for procuring at its cost insurance protecting the value of its property and samples, including during shipment.
13. COLTS Labs hereby objects to any conflicting terms contained in any order or acceptance submitted by Client.
14. COLTS Labs represents that Services shall be performed within the limits agreed with Client, and in a manner consistent with good laboratory practice. NO OTHER REPRESENTATIONS TO CLIENT, EXPRESS OR IMPLIED, AND NO WARRANTY OR GUARANTEE IS INCLUDED OR INTENDED IN THIS AGREEMENT, OR IN ANY REPORT, OPINION OR DOCUMENT RELATED TO THE SERVICES. COLTS LABS DOES NOT GUARANTEE PRODUCT COMPLIANCE OR CERTIFICATION.
15. Client understands and agrees that COLTS Labs, in entering into this Contract and by performing services hereunder, does not assume, abridge, abrogate or undertake to discharge any duty or responsibility of Client to any other party or parties. No one other than Client shall have any right to rely on any Report or other representation of conduct of COLTS Labs. COLTS Labs disclaims any obligation of any nature whatsoever with respect to such person. CLIENT AGREES, IN CONSIDERATION OF COLTS LABS UNDERTAKING TO PERFORM THE TEST(S) HEREUNDER, TO PROTECT, DEFEND, IDEMNIFY, SAVE HARMLESS AND EXONERATE COLTS LABS FROM ANY AND ALL CLAIMS, DAMAGES, EXPENSES EITHER DIRECT OR CONSEQUENTIAL FOR INJURIES TO PERSONS OR PROPERTY ARISING OUT OF OR IN CONSEQUENCE OF THE PERFORMANCE OF THE TESTING, INSPECTIONS AND REPORTS HEREUNDER AND/OR THE PERFORMANCE OF PRODUCTS TESTING OR INSPECTED HEREUNDER, UNLESS CAUSED BY THE NEGLIGENCE OF COLTS LABS.
16. IT IS AGREED THAT IF COLTS LABS SHOULD BE FOUND LIABLE FOR ANY LOSSES OR DAMAGES ATTRIBUTABLE TO THE SERVICES HEREUNDER IN ANY RESPECT, ITS LIABILITY SHALL IN NO EVENT EXCEED THE AMOUNT OF THE FEE PAID BY CLIENT FOR SUCH SERVICES AND CLIENT'S SOLE REMEDY AT LAW OR IN EQUITY SHALL BE THE RIGHT TO RECOVER UP TO SUCH AMOUNT.
17. All costs associated with compliance with any subpoena(s) for documents, testimony in a court of law, or for any other purpose relating to work performed by COLTS Labs in connection with work performed for that Client, shall be paid by that Client. Client shall also pay COLTS Labs then existing standard fee for consulting, deposition and trial testimony and all expenses related thereto.
18. Any COLTS Labs Report or data that will be used in advertising or published claims of any kind must be tested at an SQ quantity. Any advertisement that references COLTS testing must be submitted to COLTS for review prior to publication.
19. COLTS Policy on ISO 17025 required decision rule: COLTS calculates measurement uncertainty for testing on our scope of accreditation. COLTS does not use this information to make Pass/Fail decisions for test results. Pass/Fail decisions are based on the value of the measurement. Acceptance of this quote is considered acceptance of this policy.