

## Terms and Conditions

- 1. ACCEPTANCE OF ORDERS:** PTA reserves the right to correct any and all typographical, computational or clerical errors made in the preparation of quotations and specifications or to refuse any orders deemed inappropriate. Any representations, warranties or terms regarding this order made by any person, including dealers and representatives of PTA, which are inconsistent or in conflict with the terms and conditions stated herein shall not be binding upon PTA. Orders submitted by the customer which contain terms or conditions modifying, adding to or inconsistent with the terms and conditions herein contained will not be binding to PTA. The terms and conditions herein contained shall be the sole and exclusive terms and conditions relating to this order.
- 2. PRICING:** Prices are subject to change without notice. The prices quoted are subject to any federal, state, municipal or other taxes if applicable. Standard pricing is for standard turnaround time. If priority processing is needed, price may be slightly higher with prior agreement.
- 3. ORDERS AND ORDERING INFORMATION:** All orders are subject to acceptance by PTA at its main office in Norcross, Georgia, U.S.A. Orders should be sent to PTA, 4356 Communications Dr., Norcross GA, 30093, U.S.A. Orders may be canceled by the purchaser only upon written notice to PTA and only if the services or items ordered have not already been processed or are currently in process. If an order has been canceled and samples are to be returned to client, the client shall provide shipping details and payment to cover the costs of returning the samples. This cost will include the shipment cost plus a minimum handling fee of \$50.00.
- 4. TERMS OF PAYMENT:** Net amount of invoice is due and payable no later than thirty days after date of invoice and should be made payable to Micromeritics Instrument Corporation, PO Box 116873, Atlanta, GA 30368-6873. PTA may require full or partial payment in advance and will notify the customer if special payment terms are needed. In the event that Particle Testing Authority shall be required to employ counsel in order to collect the money due under this order, customer agrees that it shall pay PTA reasonable attorneys' fees, court costs, and/or collection agency fees. International customer terms are pre-payment, via wire transfer, unless prior arrangements have been made.
- 5. SHIPMENT AND RISK OF LOSS:** It is the policy of PTA not to place insurance on the samples received from customers. If the customer has need to insure specific samples, PTA will be notified in writing and provisions will be made to have the samples insured. The cost for insuring the samples will be agreed upon by PTA and the customer and will be based on rates determined by our corporate insurance provider.
- 6. REGULATORY PROVISIONS PTA:** certifies that it will comply with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. The company will also comply with any other applicable federal, state and local laws. Proper documentation is available upon request.
- 7. LIABILITY AND LIMITATION OF DAMAGES PTA:** shall never be liable for loss or damage that is the result of inaccurate or incomplete information or material that is not supplied on time by or on behalf of the client. The client shall guarantee the accuracy and completeness of information that is essential for the project. PTA shall not be liable, under any circumstances, for any amount in excess of the cost of the services performed. The client shall be liable for loss or damage suffered by PTA or its employed or engaged personnel during the execution of the order, except where there is an intentional act or omission or of gross negligence by PTA.
- 8. DELIVERY:** Results will be sent to customers either by email in the form of an Microsoft Excel file unless otherwise specified by the customer on the sample submission form. PTA will retain results on a secure, protected network for a period of 5 years.
- 9. SAMPLES AND SAMPLE RETURNS:** Customer samples will be retained for a period of three (3) month after completion of project. Sample results are maintained for a period of 5 years after completion of project. Longer storage of samples and sample results is available and is subject to additional fees as agreed upon by PTA and the customer. It is the customers' responsibility to ensure the sample received is representative of the entire sample. If special care is required or requested, PTA shall be notified by customer and may require additional fees. Samples not suitable to disposal will be returned to the customer for proper disposal at the customers' expense.
- 10. CONFIDENTIALITY OF SAMPLES AND DERIVED INFORMATION:** Samples received by PTA are confidential and proprietary information of the customer. PTA will not disclose or otherwise share the samples or information derived from this project with a third party, including one to be designated under an ASSIGNMENT OF ORDER, as defined in paragraph 11, without first obtaining written permission from customer.
- 11. ASSIGNMENT OF ORDER PTA:** may assign this order or any portion thereof for performance by a third party. PTA shall be responsible for proper completion of the order under the terms of this order form in the event of such assignment. PTA are also responsible for ensuring the contracting lab has performed the work assigned according to established and approved procedures.