



1024 Grand Central Avenue  
 Glendale, CA 91201  
**888-433-5736**  
 Fax: 818-247-4537  
 info@delsen.com

In accordance with our ISO/IEC 17025 based quality management system and customer requirements Delsen Testing Laboratories, Inc. is required to perform a contract review prior to acceptance of orders. Please provide the following information applicable to your submitted order noted below.

### Order Form

Please provide specimen identification as it should appear in the test report:

S.O.W. (Statement of Work):

(Attach additional pages if necessary. Include Specification(s) with Revision, Type, Class and/or Grade, and any applicable PSDs.)

#### Company information:

Bill To:	Ship To:

#### Contact information

Purchasing	Technical
Name: _____	Name: _____
Phone: _____	Phone: _____
Fax: _____	Fax: _____
Email: _____	Email: _____

Purchase Order Number (or Payment method)

Release Number (if applicable)

Delsen quote Reference

Date: \_\_\_\_\_





1024 Grand Central Avenue  
Glendale, CA 91201  
**888-433-5736**  
Fax: 818-247-4537  
info@delsen.com

---

## **TERMS AND CONDITIONS OF SALES**

### **ACCEPTANCE**

The client's purchase order is accepted subject to the following terms and conditions and no other unless the same have been consented to in writing by Delsen Testing Laboratories, Inc (Delsen). The placing of an order by the client shall be conclusive evidence of the client's approval of and consent to the terms and conditions herein contained.

### **COMPENSATION**

The client agrees to pay for the agreed upon services in accordance with the proposed quotation. Upon approval of credit, payment will be made within 30 days after the date of billing. For clients outside the United States, or without credit approval, our terms are prepayment with the order.

If the client defaults in any payment when due, Delsen reserves the right to defer delivery or cancel the order, without prejudice to other lawful remedies. In the event Delsen engages the services of an attorney or other agency to collect such overdue amounts, the client agrees to pay the agencies or attorney's fees and costs.

On any contract extending beyond a thirty- (30) day period, a billing may be submitted for all work completed on a monthly basis. Final and/or completion invoices will be forwarded immediately after the final test report is completed on any of the contracts detailed above.

Payment of Delsen Testing Laboratories, Inc. invoices by client shall not be delayed by or contingent upon approval or payment by client's customer or any other third party.

If performance of this work is delayed by the client, Delsen reserves the right to invoice the client for an amount based upon the contract price and percentage of completion.

In the event the client shall become insolvent or makes a general assignment for the benefit of creditors, or files or has filed against it a petition in bankruptcy or for reorganization, or pursues any other remedy under law relating to the relief of debtors, or in the event a receiver is appointed of Client's property or business, Delsen may at its option, terminate performance under the contract and treat the client in default.

In the event a substantial portion of the samples called for in the order are received and/or useable, Delsen Testing Laboratories, Inc. shall still be entitled to the full price specified in the order. Non useable material is as defined by Delsen to be damaged and or in nonconformance with specifications of the order.

Delsen Testing Laboratories, Inc. is not obligated to perform any additional services, including repeat testing, not specifically covered by this quotation without compensation in addition to that herein proposed. The prices herein set forth are valid only for the purposes of this procurement and shall not be binding upon Delsen Testing Laboratories, Inc. as the basis for pricing subsequent or repeat testing. Any details or breakdowns of the prices herein proposed are provided for information purposes or for the establishment of bidding schedules and are not binding upon Delsen Testing Laboratories, Inc. as the basis for pricing increments of the total task or for pricing subsequent repeat testing unless so specified.

The client agrees to reimburse Delsen on a time and materials basis for services relating to litigation, whether requested by the client or compelled through subpoena or court order by any other party of interest relating to the performance of these services. The fee for these services shall be \$150.00 per hour plus expenses.

### **WARRANTY**

Delsen warrants that the test data and reports to be delivered will be of the agreed designation or specification and makes no other warranty expressed, implied or otherwise. The warranty period extends for ninety (90) days from delivery of test data. If during the warranty period it is proved that the formal test report is incorrect or does not meet all of the Purchase Order requirements, Delsen will revise the report so that it meets all requirements specifically covered by the customer's Purchase Order, or prior mutually agreed upon written documentation. The exclusive remedy of any breach of this warranty will be, at Delsen's discretion, a rerun of the same or similar specimens, or a refund of the agreed upon price. No other remedy is available. This warranty is in lieu of all other warranties express or implied.



1024 Grand Central Avenue  
Glendale, CA 91201  
**888-433-5736**  
Fax: 818-247-4537  
info@delsen.com

---

#### **LOSS, DAMAGE, OR DELAY**

Delsen will not be liable for damaged samples, resulting from sample malfunction, failure, or inability to meet specified performance requirements.

Delsen uses reasonable care in performing and recording tests in accordance with Client's specifications and instruction, but Delsen does not accept responsibility for losses which may be suffered by Client as a result of errors or negligence in testing, handling, or reporting by Delsen. The client releases Delsen for liability from errors or negligence and for any contingent or consequential damages of any kind, beyond that as specified under the Warranty Clause of these Terms and Conditions.

#### **SHIPPING AND SAMPLE RETENTION**

Unless otherwise specified, all tested specimens and remnant materials will be held at Delsen for 90 days. If after 90 days the client has not requested the specimens, Delsen will dispose of them.

Unless otherwise specified, all test reports and returned specimens are shipped FOB Delsen, Glendale CA, UPS ground or equivalent in Southern California and UPS Blue or equivalent outside Southern California.

Test samples in transit to and from Delsen Testing Laboratories, Inc. shall be the responsibility of customer unless otherwise specified in the Purchase Order and acknowledged by Delsen Testing Laboratories, Inc.

#### **CANCELLATION**

Complete or partial cancellation of any order or contract may be made by the purchaser only upon payment of reasonable charges based upon expense already incurred and commitments made by Delsen. A minimum charge of Ten Percent (10%) of the contract amount or One Hundred Dollars (\$100.00), whichever is greater, shall be immediately due Delsen in the event of job cancellation after the Client's Purchase Order or Purchase Order Number has been received.

#### **SPECIAL TOOLS, PATTERNS, DIES, FIXTURES, DRAWINGS, ETC.**

Except otherwise expressly agreed in writing, all right and title to tooling, designs, patterns, drawings, and other data shall be and remain with Delsen. Any property of the Client in the possession of the Seller shall be held without liability to Seller except where the loss or damage is due to negligence of the Seller.

#### **TAXES**

The amount of all Federal, State, or local taxes applicable to the sale, use, delivery or transportation of the articles sold hereunder and all duties, imposts, tariffs and other similar levies shall be added to the contract price and paid by the Client except where the Client shall furnish appropriate certification of exemption therefrom.

#### **GENERAL**

Specimens which could reasonably be expected to result in increased test difficulty, or injure personnel or equipment will be cause for terminating the job.