



Terms & Conditions

For the remainder of this document, COLTS Laboratories will be referred to as COLTS and the Customer/Client will be referred to as Customer.

Quotation and Payment

1. Quotations are valid from 60 days of issue.
2. For domestic testing Customers, payment terms are Net 15 days. For international Customers, prepayment is required.
3. For both domestic and international equipment and supplies sales, 50% is required as a down payment and 50% is required prior to shipment. When applicable, Customers are expected to arrange their own freight forwarder.
4. Expedited testing is possible for an additional fee.
5. All orders require a valid purchase order stating the terms required for the start of testing.
6. Customer is responsible for procuring insurance to protect the value of its property, including samples, and any associated costs.
7. Any work canceled by the Customer is subject to set-up and testing fees for work already completed.

Use of Final Test Report & COLTS Branding

1. COLTS test reports apply only to the standard and procedures identified therein and the sample(s) testing and/or inspection(s) made. Test and/or inspection results are not indicative or representative of the quality of the lot from which the sample was taken of apparently identical or similar product.
2. Test reports are valid for one year from the report date for certification purposes. This is inclusive of retest or variant additions, which must be performed within one year of the report date in order to avoid a full retest.
3. The test report shall not be reproduced, except in full, without written consent from COLTS executive staff. Any modifications, alterations or amendments of a COLTS report is prohibited, unless submitted and approved by COLTS Executive Committee, in advance.
4. COLTS Laboratories shall retain copies of test reports and supporting documentation, not including samples, for a period of 5 years. During this period, Customers can request additional copies for a fee.
5. Final Test Reports are for the exclusive use of the Customer. Use of the Final Test Report and any information contained therein is conditional upon timely payment of any and all fees.
6. The COLTS name and Seals are copyrighted, and they cannot but used to endorse any specific product client or process, either directly or implied. This includes COLTS test reports.
7. The COLTS name cannot be used in marketing without written consent from COLTS executive staff. COLTS does not permit any marketing or advertising where the "client of record" uses their competitor's name, product, or process name.
8. Any COLTS test report or data that will be used in advertising or published claims of any kind must be tested at a predetermined quantity. Any advertisement referencing COLTS testing must be submitted to COLTS executive staff for review before publication.

Order and Testing

1. Customer acknowledges that COLTS performs test services only as specified by the Customer. COLTS does not design, warrant, supervise, or monitor the compliance of products or services, except as specifically agreed to in writing. By their very nature, testing, analysis, and other COLTS = services are limited in scope and subject to measurement uncertainty.
2. Customer or Customer'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 Customers.

Order and Testing (continued)

3. 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 the quote is considered acceptance of this policy.
4. COLTS represents that services shall be performed within the limits agreed upon with the Customer, and in a manner that is consistent with good laboratory practices. No other representations to customer, express or implied, and no warranty or guarantee, is included in this agreement, or any report, opinion or document related to the services. COLTS does not guarantee product compliance or certification.
5. All test samples are destroyed after 21 days unless otherwise specified by the Customer in writing. All shipping costs and applicable handling fees for returning samples are the responsibility of the Customer.

Legal

1. COLTS hereby objects to any conflicting terms contained in any order or acceptance submitted by the Customer.
2. Customer understands and agrees that COLTS, in entering into this Contract and by performing services hereunder, does not assume, abridge, abrogate or undertake to discharge any duty or responsibility of Customer to any other party or parties. No one other than Customer shall have any right to rely on any Report or other representation of conduct of COLTS. COLTS disclaims any obligation of any nature whatsoever with respect to such person. Customer agrees, in consideration of COLTS undertaking to perform the test(s) hereunder, to protect, defend, indemnify, 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.
3. It is agreed that if COLTS 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 customer for such services and customer's sole remedy at law or in equity shall be the right to recover up to such amount.
4. COLTS shall keep documents and information related to the Customer confidential and will not disclose this information to third parties without prior written consent of the Customer. COLTS will disclose said information in response to legal process after providing the Customer with a copy of such process.
5. 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 in connection with work performed for that Customer, shall be paid by that Customer. Customer shall also pay COLTS the existing standard fee for consulting, deposition, and trial testimony and all expenses related thereto.