

OFFER TO PERFORM TEST AND CALIBRATION SERVICES

Attention: ContactFullName **PART 1**

Fax: ContactFax

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| --- | --- | --- | --- |
| Our Ref: Quotation Number: **QuoteNumber\_2** | | Quotation date: **QuoteOfferDateInWords** | |
| Thank you for your request for a Quotation for Testing and Calibration Services. This offer to perform Services is valid for 30 calendar days from the Quotation Date. If you sign and return it within that time, the Commonwealth of Australia, represented by the National Measurement Institute, a division of the Department of Industry, Innovation, Science, Research and Tertiary Education, will enter into a contract to carry out the Services on the basis set out in this offer. If any matters require discussion, please contact TestOfficer of this laboratory as below.  **This quotation for services, together with any written quotation price adjustment, upon payment, is a complying TAX INVOICE as per ATO GSTR2000/17** | | | |
| **Our details:** | National Measurement Institute  SitePostalAddress1, SitePostalAddress2, SitePostalAddress3 ABN 74 599 608 295  Tel: SiteMainPhone **Fax:** | | |
| Contact officer: TestOfficer\_1  Telephone: TestOfficerPhone  Email: TestOfficerEmail | | |
| **Your details:**  **Please amend or provide details where necessary.** | Name: OrganisationName  Telephone: OrganisationPhone  Fax: OrganisationFax | | |
| Postal Address:  OrganisationPostalAddress1  OrganisationPostalAddress2  OrganisationPostalAddress3  OrganisationPostalAddress4 | | Physical Address:  OrganisationPhysicalAddress1  OrganisationPhysicalAddress2  OrganisationPhysicalAddress3  OrganisationPhysicalAddress4 |
| Contact name: ContactFullName\_1, ContactPosition  Contact e-mail: ContactEmail  *and, if different from client details above*:  Contact phone: ContactPhone  Contact fax: ContactFax\_1 | | |
| **Instrument or Artefact:** | Description: ArtefactTypeAndRange  Manufacturer: ArtefactMake  Model: ArtefactModel  Serial Number: ArtefactSerialNumber | | |
| **Services offered:** | ServicesOffered | | |
| **Certificate under the Act:** | CertificateOfferedStatement | | |
| **Any special conditions** | SpecialConditions | | |
| **Fee** *(for Australian clients fee includes GST)* | QuotedPrice  **Note: A minimum handling fee of A$250 will be charged for any instrument that, on receipt, is found to be faulty [see Terms clause 11 (a)] and for any quotation accepted by the client and subsequently cancelled before delivery of the instrument to NMI.** | | |
| **Date instrument required at NMI** | DateInstrumentRequiredInWords  *(Late delivery to NMI may result in rescheduling of the Services.)* | | |
| **Target date for dispatch of Report** | TargetReportDespatchDateInWords  *(This date is only tentative as it may depend on factors beyond our control.)* | | |

# OFFER TO PERFORM TEST AND CALIBRATION SERVICES – PART 2

**Quotation No:** **QuoteNumber**

**Measurement Report**

|  |  |
| --- | --- |
| Please select address for  ♦ delivery of Report: **postal** (as page 1) **physical** (as page 1) **other (as below)**  ♦ inclusion as ‘client address’ within the text of the Report: **physical** (as page 1) **other (as below)**  **If required, the report will be marked to the attention of the person identified below.** | |
| Company Name: |  |
| Street No. and Name: |
|  |
| Suburb/Town/City & State & Postcode: |
| **Attention:** |  |

**Instrument/artefact delivery and return**

***Note: The client is responsible for all costs associated with delivery to NMI***

***and all arrangements and costs associated with return.***

|  |  |
| --- | --- |
| Please deliver item to:National Measurement Institute  SitePhysicalAddress1, SitePhysicalAddress2, SitePhysicalAddress3  ***Receiving is from 8.30 am – 12.30 pm & 1.30 pm - 4.30pm.***  Please write the Quotation Number on the outside of the package when instrument/artefact is sent. | |
|  | |
| Your instrument/artefact will be returned to you in accordance with the instructions you provide here. | | |
| **1. Return Street Address** – *if different from Client address provided on Page 1 – or not otherwise provided.*  *(Please write “as above” if to be sent to above address.)* | | |
| Company name: |  | |
| Street No. and Name: |
|  |
| Suburb/Town/ City & State & Postcode: |
| **Attention:** |
| **2. Packaging** – Please specify packaging requirements if different to that as received at this Laboratory; extra charges may apply. |  | |
| **3. Carrier** –  Carrier Name: |  | |
| Carrier Account Number or  Pre-paid shipment reference: |  | |
| Carrier Contact Person: |  | |
| Contact Phone: |  | |
| **4. Shipping Priority** - | Mode: Air / Road  Urgency: Same Day / Next day / Standard / Off Peak / Economy / Express / Overnight / Overnight First Class / Priority | |
| **5. Insurance –**  If the instrument/ artefact is insured, are there any instructions that NMI must convey to your carrier? |  | |
| **6. Value for Customs Purposes (overseas clients)** |  | |
| **7. Ring client re collection at completion of examination – tick one** | client to collect client to arrange collection | |
| **8. Special Instructions:** |  | |
|  |  | |

# OFFER TO PERFORM TEST AND CALIBRATION SERVICES - PART 2 (Cont'd)

**Quotation No:**  **QuoteNumber\_1**

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| If you are **not** accepting any of the quotations listed above, please indicate them here: |

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| **Any Associated Dispute:**  *If the Services are requested in connection with a dispute, please provide details on a separate sheet. NMI reserves the right to require a discussion between all parties to the dispute before providing the services* |

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| --- | --- |
| **Payment Arrangements**  ***Clients must select one of the payment options given here. The quotation will not be processed until this is done.***  ***Your Purchase Order Number:***  ***……………….....***  **Note:** | **Option 1: Payment by credit card (NMI’s preferred option):**  Please provide credit card details. The account will be debited at the completion of NMI's services.  Credit card type: Mastercard Visa    **Please PRINT details clearly**.  Credit card number: ……………………………………………………..  Name on card: ……………………………………………………………  Expiry date : …………………………………………………………… Option 2: Payment against NMI invoice(by electronic funds transfer [EFT], bank draft, cheque or credit card). ♦ If you elect to pay by EFT, our account details will be provided on the invoice.  ♦ If you elect to pay by bank draft or cheque, please forward it, payable to  ***DIISR – National Measurement Institute*** in Australian dollars to:  National Measurement Institute  PO Box 264, Lindfield NSW, 2070, Australia.  *Note: Clients choosing the ‘Invoice’ option* ***must make payment within 30 days of NMI invoice date****. Clients not meeting this condition may have this option withdrawn on future occasions.*  **Prepayment Required:** *If prepayment is required this box will be ticked by NMI and an invoice will be forwarded on receipt of the accepted quotation at NMI. Prepayment is a condition of calibration for some Australian clients and all overseas laboratories (unless previously arranged otherwise). Calibration may only commence once payment has been received.* |
| **To confirm acceptance of this quotation and the Terms, the Client must complete the information requested in Part 2, amend Part 1 if necessary, sign below and return a copy of Parts 1 and 2 (minimum three pages) of this Quotation to NMI on** **.**  *If this quotation includes a fee or fees for the verification of standard(s) of measurement under regulation 13 of the National Measurement Regulations 1999 (Cth) in force under the National Measurement Act 1960 (Cth) by signing it you are making an application under regulation 12 of the same regulations to the Chief Metrologist for these standard(s) of measurement to be verified.  Note: verification includes reverification*  Signed for the Client Signed for NMI    Name Name CreatorFullNameNoTitle  Job Title Job Title CreatorPositionDescriptor1  *Acceptance Date Date* *DbDateInWords* | |
| The accepted Quotation and the Terms form a contract between the Client and NMI (**‘Contract’**). | |

## 

TERMS

1. **Definitions**

**‘Confidential Information’** of the Client means any information in the Instrument/Artefact except to the extent that information is:

1. independently developed or known by NMI (including because it is in the public domain); or
2. required to be disclosed or retained by law.

**‘Report’** means the report containing the results of the Services.

**‘Report Copyright’** means copyright in the Report.

Terms defined in the Details have the same meaning in other parts of this Contract.

1. **Instrument or Artefact:** The Client:
2. must organise and pay the costs of transport of Instrument or Artefact to and from NMI;
3. bears all risk of loss or damage of Instrument or Artefact while in transit or at NMI;
4. must provide the Instrument or Artefact properly packaged and in good order;
5. must ensure that the Instrument or Artefact is clearly and permanently marked with a distinguishing number or symbol to ensure identification; and
6. must ensure that each package contains the following information:
7. name, address and telephone number of the Client, including a technical contact person;
8. contents of the package;
9. **NMI Obligations:** NMI must:
10. provide the Services to the Client in accordance with its usual professional standards;
11. if the Instrument or Artefact is provided by the Delivery Date, use reasonable efforts to deliver a Report by the Target Date for despatch of Report;
12. if the Instrument or Artefact is provided after the Delivery date, reschedule the services, advise the Client in writing of a revised Target Date for despatch of report and use reasonable efforts to deliver a report by that date; and
13. after completing the Services, return the Instrument or Artefact to the Client in accordance with the return Instructions.
14. **Client Obligations and Acknowledgements:** The Client:
15. uses the Report and Report Copyright at its own risk, and indemnifies NMI for all harm (including costs on a solicitor and own client basis) that NMI may suffer as a result of any claim by a third party involving the Client’s use of those things;
16. must if required in writing by NMI maintain and provide evidence of adequate professional indemnity, product liability and third party liability insurance to cover its obligations and exercise of rights under this contract;
17. acknowledges that NMI:
18. may by notice in writing delay the performance of its obligations under this Contract because of its limited resources, other research priorities, or delays by the Client in providing the Instrument or Artefact; and
19. is not liable for any failure to carry out part or all of its obligations under this Contract if that failure is due to any cause beyond the reasonable control of NMI.
20. **Ownership and Rights to Use:** NMI:
21. assigns ownership of the Report to the Client; and
22. retains ownership of the Report Copyright but, with effect immediately after NMI has been paid the Fee, grants the Client:
23. subject to paragraph (b), a non-exclusive, royalty free licence to use Report Copyright for the Purpose of reporting measurement results for the Client’s own internal and research activities; and
24. a right to reproduce the Reports, but unless NMI agrees otherwise the Report may only be reproduced in full.
25. **Payment:**

6.1 NMI will accept payment of the Fee by Credit Card Debit when it has performed the Services, or as otherwise provided in the Contract.

* 1. Clients allowed to pay against NMI invoice, must pay within 30 days of invoice date. NMI reserves the right to remove this facility from Clients who do not do so.

1. **Confidential Information:** NMI agrees:
2. to keep confidential the Confidential Information; and
3. to use the Confidential Information only by performing its obligations under this contract.
4. **Limitations of Liability:** NMI:
5. excludes all terms, conditions and warranties implied by custom, the general law or statute except any implied condition or warranty the exclusion of which contravene any statute or causes any part of this Contract to be void (**‘Non-excludable Condition’**);
6. limits its liability to the Client for breach of any Non-excludable Condition, at NMI’s option, to NMI re-performing Services or refunding the Fee;
7. limits its liability to the Client for any claim (whether arising in contract, in tort, or by statute) for loss or damage suffered by the Client in any way relating to this Contract to the amount of the Fee (**Clause 4(a)** overrides this clause to the extent of any inconsistency); and
8. excludes all liability to the Client for consequential damage (including lost revenue, profit and data) suffered by the Client in any way relating to this Client or to NMI carrying out testing or calibration services for the Client.
9. **Dispute Resolution:** The parties intend to resolve disputes without starting arbitration or court proceedings. Accordingly, each party will negotiate in good faith to resolve any dispute that arises out of this Contract and will involve in those negotiations a senior officer who has not been involved with the Services.
10. **End of Contract:** This Contract will end:
11. when NMI performs the services and receives the Fee:
12. if either party ends it which it can do immediately by giving notice to the other party if the other party breaches any provision of this Contract and fails to remedy the breach within 30 days of receiving notice requiring it to do so; or
13. if NMI ends it which it can do by giving notice to the Client if:
14. it determines that the Instrument or Artefact is not suitable for providing the Services;
15. it finds a defect or fault in the Instrument or Artefact; or
16. a measurement fails to comply with any specification provided by the Client.
17. **After the End of the Contract:** After the end of the Contract:
18. if the Services have not been completed:
19. NMI will charge a pro rata amount of the Fee for any Services performed to the date on which the contract ended;
20. The Client must pay the pro rata amount of the Fee by Credit Card debit, or as otherwise provided in the Contract; and
21. NMI will return any Instrument or Artefact in its possession to the Client in accordance with the Return Instructions in the Contract; and
22. the following clauses survive: **Clause 4(a) (Client Obligations), Clause 5** **(Ownership and Rights to Use), Clause 7 (Confidential Information), Clause 8 (Limitation of Liability), Clause 9 (Dispute Resolution) and Clause 12 (Use of Names and Publication).**
23. **Use of Names and Publication:** The Client must obtain written consent from NMI before it:
24. uses the names *National Measurement Institute, NMI, or any logo of NMI*; or
25. makes a public statement about this Contract.

13. **Notices and General**

13.1 A party notifying or giving notice under this Contract must give notice in writing, addressed to the address of the other party specified in the Details, and left at or sent by prepaid post or by fax to that address.

* 1. A notice given in accordance with Clause 13.1 is received on the date of delivery (if left at the recipient’s address), 5 days after the date of posting (if sent by prepaid post), or when the sender’s facsimile system generates a message confirming successful transmission of the total number of pages of the notice (if sent by fax), as the case may be.
  2. To avoid inconsistent provisions applying, no confirmation, shipment or delivery docket, invoice, terms and conditions of supply or other document issued by or on behalf of the Client about the Services will vary this Contract.
  3. If part or all of any clause of this Contract is illegal or unenforceable it will be severed from this Contract and will not affect the continued operation of the remaining provisions.
  4. This Contract:

1. is governed by the laws of the State of New South Wales;
2. records the entire agreement between the parties and supersedes all earlier agreements and representations by the parties about its subject matter; and
3. may only be altered in writing signed by both parties.