

# Pipette Calibration Order Form

Tech Support 800-4-RAININ (800-472-4646) | [RaininService.com](http://RaininService.com)

## Pipette Calibration Services Terms and Conditions

The following terms and conditions apply to all pipettes submitted to Mettler-Toledo Rainin, LLC (Rainin) for service. By submitting this form, the customer (Buyer) agrees to all terms and conditions outlined in this form.

### 1. Preventive Maintenance

For Rainin and Gilson single and multichannel pipettes, seals and o-rings are included at no additional cost. Seals are replaced every visit and o-rings are replaced on an as needed basis. For non-Rainin/Gilson single channel pipettes the sealing system will be inspected, cleaned, re-greased, and o-rings replaced as required at no additional cost if parts are available. Non-Rainin/Gilson multichannel pipettes will be inspected, cleaned, re-greased if necessary and o-rings replaced when needed at no additional cost if parts are available.

### 2. Parts and Repairs

Rainin uses new or rebuilt parts, which in Rainin's reasonable judgment, are of equal performance and quality to new parts. Customer will be billed for repairs that exceed \$50 in value per pipette (parts and/or labor). Rainin will perform all necessary repairs up to \$100 per pipette, unless customer requires an estimate for repairs. In the event repair charges are expected to exceed \$100 per pipette, Rainin will contact the customer prior to proceeding further with the repair. Repair estimates might impact the standard in-lab turnaround time. Repairs due to customer negligence (e.g. corroded pistons) are excluded from coverage.

### 3. Calibration Standards and Volume Settings

Unless otherwise requested by the customer, Rainin will calibrate all pipettes to manufacturer published specifications. Multi-ALL calibrations are performed with a multichannel balance (MCP) according to ISO 8655 requirements (calibration of all channels at once). Volume settings are determined by manufacturer specifications, but are typically 10% and 100% at two (2) volume settings and 10%, 50% and 100% for three (3) volume setting. Calibration Certificate Decision Rule: Calibration Certificates that display a PASS/FAIL result use Simple Acceptance. Request document PS-126.03 for further details on the decision rule.

### 4. In-lab Turnaround Time

Standard lab turnaround time is two (2) business days upon receipt of merchandise before 12:30 p.m. by our calibration lab. Orders requiring multi-ALL calibration and orders over 25 pipettes, subject to three (3) business days turnaround time. Twenty-four (24) hour rush service and weekend service are available only with advanced notice and entails an extra fee. Please contact us at 800-662-7027 prior to submitting your order. In-lab turnaround times are not a guarantee and not subject to liability claims.

### 5. Pricing Policy & Payment Terms

(a) All prices are subject to change without prior notice. Customers are billed the effective current rate once the service has been performed. For pre-negotiated prices and discounts, a copy of the sales quote, plus the account number or contract number must be supplied by the customer at the time the order is placed.

(b) Payment shall be made by Buyer to Seller in U.S. Dollars. All prices are exclusive of taxes, whether in the country where the Buyer is located or any other country, now or hereafter imposed with respect to the transactions contemplated hereunder, which such taxes shall be the responsibility of Buyer (with the exception of income taxes or other taxes imposed upon the Seller that are measured by the gross or net income of Seller). If paid or required to be paid by Seller, the amount thereof shall be added to and become a part of the amounts payable by Buyer hereunder. All amounts due and payable with respect to the services shall be paid in full within thirty (30) days after the date of the invoice. No part of any amount payable to Seller hereunder may be reduced due to any counterclaim, set-off, adjustment or other right which Buyer might have against Seller, any other party or otherwise.

### 6. Biohazard and Radioactive Contaminants

All pipettes submitted for service MUST be free of all hazardous substances including biological, chemical and radiological substances. Rainin reserves the right to delay or refuse service for pipettes suspect of hazardous contaminants. Customer agrees to pay all shipping and handling charges for the return of contaminated pipettes.

### 7. Shipping

Rainin offers customers free overnight shipping to our service centers in the 50 states via a Return Kit or a Prepaid Return Label. Return kits and prepaid labels can be requested online or by phone. Return kits are typically processed next business day and shipped overnight. Return kits are free of charge and are for orders of 4 or more pipettes. For orders of 3 or fewer pipettes please use our Prepaid Return labels which can be printed instantly online. Once Rainin completes the work, orders are returned to the customer typically next business-day. All return shipments will be charged a nominal shipping fee. Actual return delivery time varies depending on freight carrier performance. Response times are not guaranteed.

### 8. Limited Warranty and Limitation of Liability.

(a) Rainin warrants that services will be performed in a workmanlike manner in conformity with standard industry practice. Should any nonconformity be detected within one (1) year after the work is completed and prompt notification is made by Customer in writing to Rainin, Rainin will supply the necessary service, direction or consultation to correct the nonconformity. All claims must be made in writing to Seller. Any claims not made within the period specified above shall be deemed waived and released.

(b) THE PROVISIONS OF THE FOREGOING WARRANTIES ARE IN LIEU OF ANY OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL (INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT). SELLER'S LIABILITY ARISING OUT OF THE MANUFACTURE, SALE OR SUPPLYING OF A PRODUCT OR ITS USE OR DISPOSITION, WHETHER BASED UPON WARRANTY, CONTRACT, TORT OR OTHERWISE, SHALL NOT FOR ANY REASONS EXCEED THE AGGREGATE PURCHASE PRICE PAID BY BUYER FOR SUCH PRODUCT. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY OTHER PERSON OR ENTITY FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA OR LOSS OF USE) ARISING OUT OF THE MANUFACTURE, SALE, SUPPLY, USE, MARKETING, RESALE OR OPERATION OF THE MERCHANDISE, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

### 9. Cancellation of Service

All cancellations must take place before pipettes are delivered to Mettler-Toledo Rainin, LLC by carrier. Customer agrees to pay for all shipping and packaging expenses of cancelled orders.

### 10. Software Updates and Upgrades

Updates are defined as software or firmware, which corrects or improves current product functionality. Unless otherwise directed, Rainin will update system software free of charge during service, which may reset the pipette to original factory settings. Regulated labs that specify software version numbers in SOPs or other documentation can request that their system software not be updated.

Upgrades are defined as software or firmware, which give the product new capabilities. Software/firmware upgrades are optional and typically fee based. Unless requested and purchased, Rainin will NOT upgrade system software/firmware during service.