



ULUSAL METROLOJİ ENSTİTÜSÜ

G4SG BİRİMİ	TERMS and CONDITIONS for CALIBRATION / TEST SERVICES	DOK. NO	FRM-04-G4SG-04-02
		YAYIN TARİHİ	25.02.2010
		REV. NO/TARİH	A /
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1. General Conditions

1.1 The following are the terms of service that require approval by the customer prior to the delivery of all services given by TÜBİTAK UME.

1.2. The term “customer” includes all firms, institutions, corporations and persons receiving services from TÜBİTAK UME.

1.3. In order for all services requested from TÜBİTAK UME to be performed, a written application for those services should be submitted to TÜBİTAK UME.

1.4. Upon acceptance of the application for service, TÜBİTAK UME is responsible for providing the services requested in the application form mentioned above within its capability. It is not responsible for providing services which are not in the service portfolio.

1.5. TÜBİTAK UME, unless stated otherwise, performs requested calibration/test services according to internationally accepted standards set forth by organizations such as TSE, ISO, IEC, CEN/CENELEC, BIPM, EA, EURACHEM, EURAMET, EUROLAB, ILAC etc., manuals equivalent to standards, and where these do not exist, technical documentation and user manuals given by device/system manufacturers.

1.6. In cases where the Service Request which will be performed with non-standard methods; the customer will be explicitly notified that the method to be used is invalid. If the customer agrees to proceed with the service, the situation will be noted on the “Calibration Certificate/Test Report”.

1.7. TÜBİTAK UME calibration certificates or test reports do not constitute or imply endorsement of a product, and cannot be interpreted and used beyond its explicitly stated purpose. Customers that use the documents obtained from TÜBİTAK UME as an endorsement of a product accept to pay 10 times the price of the calibration/test including legal late payment interest fees to TÜBİTAK UME without a need for a court order.

1.8. TÜBİTAK UME is responsible for compensating the customer for any intentional damage to the device/standard/sample that occurs in the period of time from delivery to TÜBİTAK UME its return to the customer’s custody. TÜBİTAK UME is not responsible for unintentional damage to the device/standard/sample that may occur during the conduct of the requested calibration/test service. The presence or lack of intention to cause damage is to be determined by a commission set up by TÜBİTAK UME.

1.9. In the period from application for service to its conclusion, all correspondence, including annexes and enclosures thereof, between TÜBİTAK UME and the customer are accepted as a part of the Terms of Service.

1.10. For the services provided, feedback from customers that are submitted within 6 (six) months of service delivery are taken into consideration.

2. Explanations and Rules for Calibration/Test Services

2.1. “Device/Standard/Sample” Packing and Contents

The “Device/standard/sample” must be packaged so that the potential for damage is minimized. The package should also contain a copy of the proposal (or quotation) made by TÜBİTAK UME and approved by the customer, as well as the necessary technical hardware and accessories, operating and maintenance manuals, and in the case those are not present, a copy of last calibration certificate.

2.2. Transportation of “Device/Standard/Sample” to and from TÜBİTAK UME, Consignment of Certificate, Report, and Bills

The “Device/Standard/Sample” should be transported primarily through means identified by TÜBİTAK UME as the most appropriate for the service. It is preferred that delivery and return of the “Device/Standard/Sample” be



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made by personnel of the customer. However these processes can be handled through mail or parcel service at the customers expense.(Address: TÜBİTAK UME, Anibal Caddesi TÜBİTAK Gebze Yerleşkesi PK 54, 41470 Gebze/KOCAELİ TURKEY Tel: + 90 262 679 50 00). TÜBİTAK UME cannot be held responsible for damage that may take place during transportation. The cost of the delivery of the device, certificate, report and bills shall be paid by the customer. Customer is responsible for the packing and the shipping of the devices. TÜBİTAK UME is not responsible for any risks and damages due to improper packing and also all risks and damages and charges during the transportations of the goods are on Customer's side. The prices do not include the customs charges. All charges on the Customs are paid by Customer. The prices do not include storage fees on Customs. All storage fees on the customs are paid by Customer

2.3. Service Duration

Durations of the calibration/test may differ depending on the specifications of the device/standard/sample, methods of measurement and the work schedules of our laboratories. The estimated beginning and completion dates of the calibration/test are provided to the customer in the proposal (or quotation) sent by TÜBİTAK UME. If the devices/standards/samples are delivered to TÜBİTAK UME later than the specified acceptance date, provided that TÜBİTAK UME's schedule of work is not disrupted, the delay period is added to the service duration. In the case of a disruption to TÜBİTAK UME's work schedule, the delivery date will be determined later. Customers with an urgent schedule may agree on a specified date with TÜBİTAK UME in advance.

2.4. Costs and Additional Costs

- Costs of the calibration/test may differ depending on the specifications of the device/standard/sample, methods of measurement. The costs of the calibration/test are provided to the customer in the proposal (or quotation) sent by TÜBİTAK UME.
- The customer should specifically notify TÜBİTAK UME of requests to tune and /or adjust the device/standard. The cost of tuning/adjustment will be separately added to the bill. If another calibration is needed after the tuning, an additional calibration fee will be charged
- The charge for some devices or standards can be determined only after the calibration. In this case, a charge that is different from that listed in the services catalogue may be applicable.
- If a device/standard received for calibration is determined to be faulty or out of tune, with the customer's consent, the device/standard may be repaired and/or tuned, after which the calibration will be repeated and a second calibration + repair/tune cost will be added to the bill.
- If a device determined to be faulty or out of tune during the calibration cannot be repaired and/or tuned, the calibration fee minus the fee for the time expended on the calibration process will be refunded to the customer.
- For services that customer urgently needs to be performed or for the device/standards sent without an agreement with TÜBİTAK UME, an additional 25% of the price is charged.

2.5. Payment Terms

- Service costs may be paid in person as well as deposited directly into TÜBİTAK UME's following bank account. VAT is not included in the prices.

Bank Name : T.C. Ziraat Bankası	Bank Name : T.C. Ziraat Bankası
Branch : Gebze / Kocaeli Branch	Branch : Gebze / Kocaeli Branch
Account No : 164-34749604-5006 EURO	Account No : 164-34749604-5005 US Dollar
Swift : TCZBTR2A	Swift : TCZBTR2A
IBAN : TR140001000164 34749604-5006	IBAN : TR140001000164 34749604-5005

- Payment Terms are provided to the customer in the proposal (or quotation) sent by TÜBİTAK UME.



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- c. Calibration certificate/test report replication cost is 25% of the calibration/test price.
- d. An invoice for the services received from TÜBİTAK UME is issued upon completion of service delivery and sent to the customer. However, the customer may request that an invoice be sent before the end of the service if required.

3. Dispute Resolution

3.1. In the event of a dispute or difference between TÜBİTAK UME and the Customer arising out of or in connection with the Terms of Service, first a mutual agreement with the Customer shall be sought for the purpose of resolving such dispute or difference. In case the dispute or difference on the delivery of services is not resolved, the Turkish Accreditation Agency (TÜRKAK) is authorized to act as a referee and determine means of resolution.

If the Customer is still not satisfied with the means stated above, then the Customer retains the right to bring the matter before the courts of law. Gebze Courts and the Bailiff's Offices in Gebze shall have exclusive jurisdiction over any claim, dispute or difference between the Parties which has not been settled through mutual agreement and/or TÜRKAK's intermediation.

4. Other Issues

4.1. The equipment list declared on the application letter will be used as the reference for the return of the equipment/standard/sample after the service has been completed. The customer should have the Acceptance, Delivery and Return Form ready to receive the equipment/standard/sample. If this form is not present, the equipment/standard/sample shall not be delivered to the Customer.

4.2. The transportation and accommodation costs of TÜBİTAK UME staff for calibrations that have to be performed outside of TÜBİTAK UME shall be paid by the Customer who has applied for the service.

4.3. For work performed by TÜBİTAK UME staff during non-business hours and/or days with customer approval, an extra charge in the amount of 70% of the service charge is demanded. An 8 hours work day is taken as the basis for charges that are made in terms of man-hours. The time period for transportation is included for onsite services. TÜBİTAK UME's working hours are between 08:00-12:00 and 13:00-17:00.

4.4. In the case that the customer decides not to procure the service after the process has already begun; 10% of the applicable service fee shall be charged if the service itself has not been initiated, otherwise, the customer will be charged for the work that has been completed up to that point. The calculated amount shall be deducted from the service fee that has been deposited and the remaining amount shall be refunded.

"TÜBİTAK UME TERMS OF SERVICE", including any special conditions delivered to the customer, must be accepted by the customer prior to the initiation of service delivery.

Note 1. The Department of Strategic Planning and Business Development is available to assist with any inquiries regarding the industrial services offered by TÜBİTAK UME.

Note 2. Our staff exercises their Annual Leave rights as a group. You can reach the Annual Leave information from the "Services" link under <http://www.ume.tubitak.gov.tr>.