

UME KALİTE YÖNETİM KURULU	TERMS AND CONDITIONS FOR SERVICES TO INTERNATIONAL CUSTOMERS	DOK. NO	FRM-04-U-04-17
		YAYIN TARİHİ	6.11.2017
		REV. NO/TARİH	3 / 9.01.2023
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GENERAL

1. The following document details the administrative, financial and legal terms agreed between TÜBİTAK UME and the customer.
2. TÜBİTAK UME provides goods and services (calibration, test and measurement services, training, consulting, reference devices and certified reference materials) solely on the basis of the terms and conditions specified herein. Any exceptions or modifications to the terms and conditions must be expressly agreed in writing between TÜBİTAK UME and the customer and incorporated into the TÜBİTAK UME proposal for services and/or products.
3. The customer is considered to have fully accepted the terms and conditions upon countersigning the signed proforma invoice (financial offer) that is a part of TÜBİTAK UME's proposal for services and/or products.
4. For the services provided, customers' feedback within 1 (one) year is taken into consideration.
5. TÜBİTAK UME is responsible to the extent that applicable law dictates for the management of all information obtained and/or produced during the realization of the service provided to the customer. With the exception of information that has been made public by the customer or in cases it has been otherwise agreed with the customer, all information belonging to the customer will be treated as confidential. The customer will be informed if there is any demand for disclosure of such information to the public.
6. In cases where disclosure of customer information is mandated by law or through contract provisions, unless prohibited legally, the customer will be informed of the information that will be disclosed.

REQUIREMENTS FOR SERVICES

1. Calibration / Test Services

- 1.1. TÜBİTAK UME's proposal for calibration/test services only includes the cost of providing the proposed calibration/test service as well as costs associated with customs and the delivery of the device back to the customer.
- 1.2. A statement of a calibration's or test results conformity to a specification or standard is provided in the case of a legal requirement or upon customer request. Such a request must be indicated in the section for "Further Technical Information and Requests" on the application form.
- 1.3. The customer is responsible for covering costs associated with delivery of the device/sample to its port of entry in Türkiye (Istanbul).
- 1.4. Unless otherwise agreed in writing between TÜBİTAK UME and the customer, all devices/samples must be shipped DAP Istanbul (Incoterms 2020) to TÜBİTAK UME's address.

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TÜBİTAK UME Shipping Address:

TÜBİTAK UME

TÜBİTAK Gebze Yerleşkesi, Barış Mah. Dr. Zeki Acar Cad. No: 1

41470 Gebze – Kocaeli, Türkiye

- 1.5. All devices/samples must be shipped with an ATA Carnet. Customers in countries that are not party to the ATA Convention must notify TÜBİTAK UME, so that necessary arrangements for temporary import of the device/sample can be made.
- 1.6. The calibration/test device/sample must be properly packaged to minimize the risk of damage. TÜBİTAK UME cannot be held responsible for any damage to the device/sample incurred during the transportation of the device.
- 1.7. The package in which the device/sample is sent should also contain a copy of the proposal (or quotation) as approved by the customer, as well as all necessary technical hardware and accessories, operation and maintenance manuals, and in the case that these are not available, a copy of the last calibration certificate.
- 1.8. The acceptance of the device/sample to TÜBİTAK UME is made after physical inspection and operation in the laboratory for control purposes. Malfunctions or adjustment problems of the device/sample may also be discovered during performance of the calibration. TÜBİTAK UME cannot be held responsible for any kind of damage/adjustment problems that are discovered.
- 1.9. If an adjustment is needed on a calibration/test device/sample, the request must be submitted in writing to TÜBİTAK UME. For adjustment requests made after the service has started, the customer is informed of the additional cost of adjustment and the cost of calibration after adjustment. If approved by the customer, the extra cost is reflected in the invoice. Adjustment operations may only be performed on devices for which an adjustment procedure issued by the manufacturer exists.
- 1.10. The charge for some devices or standards may only be determined after physical inspection and operation in the laboratory or after the calibration. In this case, a charge that is different from the offered price may be applicable.
- 1.11. In instances where a malfunction or maladjustment is detected in a device/sample or it is found to be unsuitable for the service for which it has been delivered and the customer is unable to provide for its repair/adjustment or deliver a device/sample of similar specifications, the calibration fee is returned to the customer after a charge for the work and time spent up to that point has been deducted.
- 1.12. If the calibration/test method to be used is not specified by the customer, the calibration/test is performed using the method published either international or regional standards, or by reputable technical organizations, or in relevant scientific texts or journals, or as specified by the manufacturer of the equipment.
- 1.13. According to regulations or upon customer request, a statement of conformity to a specification or standard for the test or calibration results is provided. If no decision rule is specified in the requested specification or standard, then the decision rule is selected and agreed with the customer.

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- 1.14.** TÜBİTAK UME shall not be held responsible for the information supplied by the customer or the effects such information might have on the validity of results.
- 1.15.** TÜBİTAK UME is responsible for compensating the customer for any intentional damage to the device/sample that occurs during the performance of the calibration/test. The presence or lack of intention to cause damage is to be determined by a commission set up by TÜBİTAK UME.
- 1.16.** The equipment list declared in the application form will be used as a reference for the return of the equipment after the service has been completed.
- 1.17.** Customers may observe performance of the calibration/test upon written request. All related arrangements (travel, accommodation, etc.) are the responsibility of the customer.
- 1.18.** Calibration certificates or test reports issued by TÜBİTAK UME do not constitute or imply endorsement of a product, and cannot be interpreted and used beyond their explicitly stated purpose. Improper use of TÜBİTAK UME calibration certificates as an endorsement of a product will result in legal action against the customer.
- 1.19.** Calibration certificates or test reports are released to the customer only after full payment for the service has been received.

2. Training

- 2.1.** TÜBİTAK UME's proposal for training services covers only the cost of providing the proposed training programme to the customer. Travel and accommodation expenses for trainees are not included and are the responsibility of the customer.
- 2.2.** The customer is responsible for making all travel and accommodation arrangements for trainees. Upon request, TÜBİTAK UME may suggest alternatives for accommodation but assumes no responsibility for the service and/or conditions offered by any such accommodation facility.
- 2.3.** It is recommended that BEL010 training be taken before the trainings given, in terms of the efficiency of the trainings. In addition, it is recommended to take the G1KS-010 training before the G1KS-020, G1KS-030, G1KS-035, G1KS-050, G1KS-060, G1KS-070 trainings. It is obligatory to have taken the G2BA-020 coded training before the G2BA-040 coded training.
- 2.4.** Depending on the availability of its vehicles and personnel, TÜBİTAK UME may offer transportation to and from the international airports of Istanbul to the accommodation facility or TÜBİTAK UME for the trainee at no extra charge. Such arrangements must be made in advance of the arrival of the trainee.
- 2.5.** Training certificates are provided in all training programs. The originals of the training certificates are released to the customer only after full payment for the service has been received.

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3. Consulting Services

- 3.1.** TÜBİTAK UME's proposal for consulting services covers only the cost of the proposed consulting services programme. The customer is also responsible for the international travel and accommodation expenses for the TÜBİTAK UME personnel assigned to provide the service. Upon the request of the customer, such expenses may either be added to the proposal or invoiced to the customer upon completion of service delivery.
- 3.2.** Following the consulting service, a Draft Consulting Report is delivered to the customer. The final version of the report, approved by the customer, is released after full payment has been received by the customer.

4. Interlaboratory Comparisons / Proficiency Tests

- 4.1.** TÜBİTAK UME's proposal for interlaboratory comparisons or proficiency tests indicates only the cost of providing the service for the proposed interlaboratory comparison or proficiency test. Incidental costs such as delivery of reference device/sample are not included and are to be covered separately by the customer. Proficiency test applications organized by the Reference Materials Laboratory are made via the link <https://pt.ume.tubitak.gov.tr>.
- 4.2.** The results of the Interlaboratory Comparison and Proficiency Test are presented in a report issued to the participants.
- 4.3.** Interlaboratory Comparison and Proficiency Test results are reported with a private code assigned to each participant in order to ensure the confidentiality of the participants' information. Each participant can access their own results with the given code. Only participants that send their comparison/ proficiency test results to TÜBİTAK UME within the time frame specified in the protocol is included in the final report. "TÜBİTAK UME Terms and Conditions for Services to International Customers" must be accepted for transactions made via <https://pt.ume.tubitak.gov.tr>. The reports of the proficiency tests organized by the Reference Materials Laboratory are published on the relevant website in a way that can be accessed by logging in.
- 4.4.** Participants receive a Participation Certificate upon the completion of the Proficiency Test. The certificate is released to the customer only after full payment for the service has been received. For the proficiency tests organized by the Reference Materials Laboratory, the Certificate of Participation will be issued as "pdf" and published on the relevant website in a way that can be accessed by logging in.
- 4.5.** Additional sample submission to proficiency test participants is subject to a fee. For each additional sample, the additional fee specified in the catalog is charged.
- 4.6.** No refund will be made in case of giving up taking the test after the submission of the proficiency test samples.

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5. Equipment / Measurement Standards / Reference Material Sales and Automation Service

- 5.1. Applications for reference material sales may be done via the link:
https://rm.ume.tubitak.gov.tr/urun_listesi_en.aspx.
- 5.2. TÜBİTAK UME's proposal for device/measurement standard/reference materials only indicates the cost of the proposed item. Costs for delivery of the item is to be covered by the customer.
- 5.3. The properties of the reference material, its usage and storage conditions are presented to the customer with the "Certificate of Reference Material" or "Reference Material Data Sheet".
- 5.4. The product may be delivered to the customer by mail or cargo services if the customer agrees to cover the costs. In this case, TÜBİTAK UME is responsible for packaging the product in a manner appropriate to the method of delivery and transport conditions, however, responsibility for damage to the product passes to the customer at the point where the package is delivered to the carrier. The customer shall have sole responsibility for customs clearance and all duties connected to it in customer's country. When import permits are required, the customer shall both apply for and supply these permits together with the purchase order. TÜBİTAK UME accepts no responsibility for reference materials damaged during custom's clearance.
- 5.5. TÜBİTAK UME cannot be held responsible for changes that might happen to the material at customer's premises due to noncompliance of the instructions for use, and the storage conditions given in "Certificate of Reference Material" or "Reference Material Data Sheet".
- 5.6. Payment for reference material sales may be done through credit card.

PAYMENT CONDITIONS

1. Payment of TÜBİTAK UME services is made within 30 days of invoicing.
2. Unless specified otherwise in TÜBİTAK UME's proposal, the customer will be provided proforma invoice after completion of the service subject to the proposal. If the customer demand the original invoice for advance payment, the customer will be invoiced before performance of the service subject to the proposal.
3. TÜBİTAK UME will not accept any deductions to the payment that it is due for services rendered that result from the national legislation to which the customer is subject. The customer must notify TÜBİTAK UME of any legal forms it may require in order to effect full payment prior to delivery of the services for which the proposal has been given. TÜBİTAK UME will charge the customer for translation fees, notary fees and other expenses as may be incurred in order to obtain and deliver the required legal documentation.

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4. Electronic transfers are the only accepted form of payment. The bank and account information given below must be specified in electronic transfer instructions. Please note that all bank charges are to be on the account of the customer. Any bank charge deductions from the amount of payment are to be charged back to the customer and service may not be provided or may be delayed. In addition, the release of the calibration/training certificates and reports to the customer may be delayed.

Bank	: T.C. Ziraat Bankası
Branch	: Gebze (2085)
SWIFT	: TCZBTR2A
Account No	: 2085-34749604-5188
IBAN	: TR89 0001 0020 8534 7496 0451 88

DISPUTES

1. Complaints concerning service delivery can be made by phone at +90 (262) 679 50 00, by fax to +90 (262) 679-50 01 or by sending an e-mail to ume@tubitak.gov.tr.
2. In the event that a dispute arises, TÜBİTAK UME will first seek a mutually acceptable resolution through direct contact with the customer.
3. For disputes concerning the quality of calibration/test results that cannot be resolved through direct consultation between TÜBİTAK UME and the customer, arbitration will be sought from the Turkish Accreditation Agency (TÜRKAK).
4. In cases where no mutually acceptable solution can be found, Gebze Judicial Courts and Execution Offices have jurisdiction.
5. TÜBİTAK UME reserves the right to change its price policy at its own discretion.