



# Terms and Conditions, Payment Information

## Effective 1 August 2017

### Testing Terms & Conditions

Samples received at IDFL Laboratory and Institute (IDFL) locations are subject to the following terms and conditions:

- 1. Sample Receipt.** All samples must be accompanied by a correctly filled-out IDFL sample submittal form or printed confirmation of an IDFL online sample submittal form.
- 2. Contract.** All requests for testing services are at the discretion of IDFL to perform and no request and/or receipt of a sample will constitute a binding commitment of IDFL for testing. Only when a written report is issued are services under contractual agreement. The cancellation of tests already performed by IDFL automatically generates a written report and client must pay for such testing.
- 3. Receiving Hours.**  
USA 8:00 - 17:00 Mountain Standard Time (MST)  
China 8:00 - 16:00 Beijing Time  
Europe 8:00 - 16:00 Central European Time  
Business days are defined as weekdays (Monday through Friday) and exclude national or regional holidays in their respective countries and Saturdays and Sundays. Samples arriving after 15:00 will be considered received on the following day. Samples requiring Same Day Rush service must arrive at IDFL no later than 12:00 noon.
- 4. Cancellation and Changes.** Tests that have already started cannot be canceled. Tests canceled after 24 hours of the sample received confirmation being sent will be charged 50 percent of the testing price. All other requests for corrections, re-tests, and/or report re-issues should be in writing preferably via email.
- 5. Legal Cases.** If Client anticipates any legal proceeding, arbitration or dispute they must notify IDFL prior to submitting the sample. If Client anticipates any such action after receipt of test report, they must notify IDFL within 3 working days. In such proceedings, IDFL has no obligation to provide expert witnesses for litigation or proceedings unless IDFL agrees to do so. Expert witness services are not included in the testing fee.
- 6. Sample Storage.** IDFL will hold a portion of the sample for 90 days. A small 5-10g reference sample (components) will be held for 2 years. IDFL may, at its discretion, dispose of samples after being stored for a period of ninety (90) days.
- 7. Use of Test Report.** The Test Report issued by IDFL, is intended for the exclusive use of the Client in its normal course of business of buying and/or selling products. The Test Report shall not be published, used for advertising purposes, copied or replicated for general distribution without the prior written consent of IDFL.
- 8. Copyright.** IDFL trade names, trademarks, logos and copyrights are the sole property of IDFL and shall not be used by the Client without prior written approval of IDFL and then only in the manner prescribed by IDFL.
- 9. Additional Terms and Conditions.** See pages 2-3 for additional Testing Terms and Conditions, Test Report Disclaimer, Privacy Policy, Website Disclaimer and Altered/Fraudulent Report Policy.

### Payment Terms & Discounts

1. Invoices for testing are normally issued and sent out the day after testing is completed.
2. Payment is due within 30 days from the date of invoice. Late payments will be subject to late fees.
3. Interest will be due on overdue amounts beginning 30 days from date of invoice until paid at an interest rate of 2% per month.
4. Accounts with unpaid balance after 30 days will be put on hold. Future testing reports will not be issued until previous balances are paid in full.
5. Accounts with unpaid balance after 60 days will result in all discounts being cancelled.
6. Accounts with unpaid balance after 90 days will result in collection action taking place.
7. IDFL reserves the right to cancel testing or restrict issuance of a Test Report to a Client with overdue invoices.
8. Any other payment arrangement must be made in advance after discussion with IDFL staff.
9. A 4% discount will be applied when payment is received with samples. Please contact IDFL for a pro-forma invoice. (See page 3 for details on discounts)
10. IDFL reserves the right, at any time, to revoke any credit or discounts extended to the Client (this includes, but is not limited to: non-payment for Test Reports received, late payment of current invoices, incomplete payment of current invoices).
11. The Client agrees that any dispute arising from the agreement for services will be governed by the laws of the State of Utah in the United States of America.
12. Prices may change without notice. Discounts may change without notice. Contact IDFL for current information.
13. IDFL offers the following volume discounts:

25 - 49 samples	3 %
50 - 74 samples	5 %
75 - 99 samples	6 %
100 - 199 samples	7 %
200 - 299 samples	9 %
300 - 399 samples	11 %
400 - 499 samples	13 %
500 - 999 samples	15 %
1000-1499 samples	16 %
1500+ samples	17 %
12. See page 3 for additional discount information.

### Payment Methods

**Please include IDFL Invoice Number on Check or Bank Transfer Information**

#### CHECK

A check drawn on a US bank in USD may be sent to our address:

**IDFL**  
1455 South 1100 East  
Salt Lake City, UTAH 84105 USA

#### USA BANK WIRE TRANSFER, USD

**Wells Fargo Bank Northwest, N.A.**  
1095 East 2100 South  
Salt Lake City, UTAH 84106 USA

Account Name:  
**IDFL Laboratory & Institute**

\*\* Contact IDFL for Routing Number, Account Number, and Bank Swift Code

#### EUROPE BANK TRANSFER, EUR

**UBS Bank**  
CH-8501 Frauenfeld Switzerland

Account Name: **IDFL Europe AG**

\*\* Contact IDFL for Routing Number, Account Number, and Bank Swift Code

#### CHINA BANK TRANSFER, CNY

开户银行: **中国工商银行股份有限公司**  
**萧山分行**  
单位名称: **杭州爱达福乐检测技术有限公司**

\*\* Contact IDFL for Routing Number, Account Number, and Bank Swift Code

#### TAIWAN BANK TRANSFER, TWD

**Chang Hwa Commercial Bank**  
Chiang Tsui Branch

Account Name:  
**Taiwan Down and Fabric Consulting Limited**

\*\* Contact IDFL for Routing Number, Account Number, and Bank Swift Code

**Please include IDFL Invoice Number on Bank Transfer Information**

#### CREDIT CARD PAYMENT

**\*\*Call our USA office (801) 467-7611 or email credit card payment information to accounting@idfl.com**

## IDFL LABORATORY AND INSTITUTE

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### **IDFL Quality Policies**

IDFL is committed to the best practices of quality management. Our reputation since our founding in 1978 is based on accuracy of work and complete integrity. We have developed strong internal systems for long-term accuracy and integrity. We have chosen to carefully follow the principles contained in ISO 17025 in all of our laboratories. The senior management of IDFL, the laboratory managers and supervisors and all individual staff are committed to these principles.

### **Website Disclaimer**

IDFL Laboratory and Institute (IDFL) has taken every action to ensure the accuracy of the information provided on its website. However, the information is provided "as-is" without warranty of any kind. IDFL does not accept any liability resulting from content, completeness, accuracy, timeliness or legality of the information contained on any part of this website.

IDFL shall not be liable for any loss or damage of whatever nature (direct, indirect, consequential or other) whether arising in contract, tort or otherwise, which may arise as a result of client use of, or inability to use, or failure to use this website or information on this site.

The IDFL website provides links to other websites owned by third parties. The content of such third party sites is not within IDFL's control and IDFL cannot and will not take responsibility for the information or content therein. Links to such third party sites are not to be construed as an endorsement by IDFL of the third party site, or any products promoted, offered or sold on the third party site. IDFL does not warrant that such sites are free from computer viruses or other destructive properties. IDFL cannot and does not take responsibility for the collection or use of personal data from any third party site. In addition, IDFL will not accept responsibility for the accuracy of third party advertisements.

### **Privacy Policy**

IDFL values Client privacy. Designated information on the IDFL website is offered without requiring personal information from the Client. IDFL may require Client information for certain services. This information generally includes but is not limited to: name, company, physical address, phone and/or fax number and email address. This information is only collected to better serve clients. IDFL will not sell, distribute or otherwise give to third party entities any information IDFL collects.

Client information will be kept secure and private and only limited access will be granted to specific employees or agents of IDFL for specific reasons. These reasons may include but are not limited to the following: market research and occasional dissemination of relevant information.

Occasionally IDFL will send announcements, newsletters and marketing material via email to individuals and/or companies who have specifically requested to receive such communications. In some cases this information or material may be sent to parties who have not expressly requested it, in these cases the party who receives the material may contact IDFL and request to be added to the list of individuals who will not be contacted.

### **Test Report Disclaimer**

Client represents and warrants to IDFL that (a) each sample submitted is representative of the lot from which it was taken (b) Client will cease to use and rely upon IDFL's Test Report for any product or lot whose properties are altered from the sample provided to IDFL for testing upon which the Test Report is based.

The Test Report will set forth the findings of IDFL solely with respect to the test samples indicated. Results set forth in the Test Report are not intended to be indicative or representative of the quality or characteristics of the lot from which a test sample is taken. The Client shall not necessarily rely upon the Test Report as being indicative or representative of the entire lot or of the tested product in general. The Test Report will reflect the findings of IDFL at the time of testing only. The Test Report will be based solely on the samples and written information provided at the time of submission to IDFL by the Client.

Every effort shall be taken by IDFL to ensure accuracy and clarity of the Test Report. The Client may file any grievances regarding the accuracy of the Test Report in a timely manner at which time the error shall be corrected as IDFL finds appropriate and the Client shall not hold IDFL responsible for damages relating to the Test Report.

Client shall, hold harmless and indemnify IDFL its employees, agents, and subcontractors against all actual or alleged third party claims for loss, damage or expense whatsoever and however arising from or relating to (i) the performance, purported performance or non-performance of any services by IDFL, (ii) the sale, resale, manufacture, distribution or use of any tested goods, or (iii) breach of the Client's obligations or warranties under this agreement.

In no event whatsoever shall IDFL be liable for any consequential, special, incidental, exemplary or punitive damages in connection with, relating to or arising out of the Test Report, the product tested or the services provided by IDFL hereunder, including without limitation to loss of or damage to property or reputation; or loss of income, profit or use.

These Conditions and the Test Report represent the entire understanding of the parties hereto with respect to the subject matter hereof and the Test Report, and no modification, variance or extrapolation with respect thereto shall be permitted without prior written consent of IDFL.

Other grievances, issues, problems or other dissatisfactions will be resolved according to the laws of the State of Utah in the United States of America. However grievances, issues, problems or other dissatisfactions for samples received by IDFL Europe and services requested at IDFL Europe will be resolved according to the laws of Frauenfeld, Thurgau, Switzerland.

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## IDFL Fraud and Altered Reports Policy

IDFL will not tolerate altered, fabricated or fraudulent reports. Such reports include but are not limited to:

- **Fabricated Report:** Any report that appears to be an IDFL report but was never issued by IDFL;
- **Altered Report:** Any IDFL issued-report that has been changed in any way regardless of how small or insignificant;
- **Fraudulent Report:** Use of any IDFL report contrary to the terms expressed herein or use of an IDFL report that has been subsequently replaced or corrected by an amended report.

### Method to determine IDFL Report Fraud:

IDFL will help any client verify report authenticity. If IDFL discovers that any written or electronic report does not match IDFL's database, the report will be considered fraudulent and IDFL will investigate to determine the report origin. IDFL includes a Security Checksum Number on the IDFL reports to help to verify report authenticity. IDFL will hold any company responsible for any fraudulent report created by its employees.

### Fraudulent Reporting Actions & IDFL Rights

In the event, that a client or any entity or individual is found to have altered IDFL reports, IDFL will initiate the following procedures:

- IDFL may take adequate time to investigate the entire incident.
- IDFL will immediately contact legal, government and industry authorities.
- IDFL has the right to fine any party guilty of altering or fabricating reports with a minimum fee of ten times the IDFL value of each reports' revenue.
- IDFL reserves the right to refuse to test for any company known of altering reports.
- IDFL will also contact related companies to verify other reports for authenticity.
- IDFL reserves the right to publish the names of companies known of fraud in civil, industry and company newsletters.
- IDFL reserves the right to prosecute the company to the full extent of the law
- IDFL reserves the right to investigate any other affiliated parties of the suspected company to verify report authenticity.
- IDFL will bill the company responsible for altered or fabricated reports to cover legal fees and IDFL or law enforcement investigation.

## Third-Party Testing Notice

IDFL may choose to subcontract testing to other partner and sister laboratories. The list of such laboratories includes but is not limited to the following:

- |                       |                 |                |                  |                   |
|-----------------------|-----------------|----------------|------------------|-------------------|
| • IDFL Salt Lake City | • IDFL Europe   | • XTC Xiaoshan | • BVCPS USA      | • Kansas State    |
| • IDFL China          | • LEAD Hangzhou | • Intertek UK  | • BVCPS Shanghai | • Eurofins Nantes |
| • IDFL Taiwan         | • CIQ Xiaoshan  | • SGS Hangzhou | • Vartest NYC    | • Isoforensics    |

## Discount Information

IDFL provides many types of discount to its clients.

1. A 4% discount will be applied when payment is received with samples. Please contact IDFL for a pro-forma invoice. This 4% discount will be in addition to any volume and association discounts currently in place.
2. IDFL offers volume discounts according to the schedule found on page 1.
3. Volume discounts are based on the total samples submitted by the client during the previous 12 months.
4. IDFL supports industry associations and organizations that encourage the manufacturing and trade of quality products by offering discounts to members of such organizations. Enquiries can be handled through Customer Service or Marketing Representatives.
5. Other discounts may also be discussed with IDFL Customer Service or Sales and Marketing Representatives.
6. IDFL offers substantial discounts on packages of tests. (see sample submittal forms and price list for details.)
7. Discounts do not apply to Audits, Certifications, Inspections, and Sample Collections
8. Accounts with late or no payments shall have any volume discount or special discounts removed as per section 9 of the "Payment Terms & Discounts" section on page 1.

## Validation of Testing Methods and Measurement of Uncertainty

Normally, accredited testing methods have published details of validation, precision and uncertainty. IDFL has performed validation work for official test methods without precision and uncertainty data and for all internal IDFL test methods. Please contact IDFL for specific details of validation and measurement of uncertainty for such testing methods.

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## IDFL Audits, Certifications, Inspections, Sample Collections

### 1. General

- 1.1. IDFL is involved in the profession of carrying out audits, inspections, collections and certifications including, but not limited, to the following services:
- Factory audit and inspection
  - Government compliance inspection such as sterilization inspections
  - Inspection of products, goods, equipment, and transport
  - Collections of samples
  - Bale locking and container monitoring
  - Certification of products, processes, and/or management systems
  - Supply chain audits and certifications
  - Traceability audits and certifications
  - Surveillance audits
- 1.2. IDFL will provide services in accordance to:
- Client instructions and specifications
  - IDFL established services
  - Global, private, and associate certification and audit standards
  - Other relevant practices or methods as IDFL considers appropriate based on technical, operational, and/or financial terms and conditions.

### 2. Agreement Terms and Conditions

The Client shall:

- 2.1. be responsible for determining the scope of the service is appropriate and adequate for their needs.
- 2.2. notify IDFL immediately of any changes within the service scope that could potentially interfere with the compliance with the service requirements or potentially change the scope of the service.
- 2.3. cooperate with IDFL in providing relevant information and adequate time to ensure services can be conducted effectively.
- 2.4. obtain all necessary access for IDFL personnel to complete required services effectively.
- 2.5. provide, if necessary, any special equipment and/or personnel necessary for the performance of the service.
- 2.6. inform IDFL of any known danger or hazards associated with the service.
- 2.7. follow generally accepted business ethics in working with IDFL.
- 2.8. acknowledge that all guarantees about product integrity and adherence to buyer specifications and labeling standards should ultimately be written in purchase contracts between the supplier and the buyer.
- 2.9. acknowledge that the IDFL service is fully dependent on the accuracy of the information provided by the Client and other companies involved, if applicable.
- 2.10. never (1) use an IDFL certificate or report for activities for which it was not given and (2) use IDFL logo on products which have not been approved by IDFL in accordance with the service procedures, and (3) if the Client provides copies of the certification or report to other (third) parties, the documents shall be reproduced in their entirety.
- 2.11. upon request from IDFL, withdraw and/or rectify any misleading or incorrect publications or information with regards to the services to the satisfaction of IDFL.
- 2.12. inform IDFL immediately upon becoming aware of every incorrect and/or unauthorized use of IDFL logo and/or any misleading or incorrect publications referring to IDFL.

IDFL shall:

- 2.13. ensure that the services are rendered with due professional skill and care.
- 2.14. work with the Client and their representatives to gather the necessary information to process the services.
- 2.15. carry out an objective and unbiased evaluation according to the service required.

Cancellation:

- 2.16. The Client shall acknowledge that IDFL may cancel services and/or certifications upon breach of above terms, or (in terms of certification) nonconformance to the standards and/or misuse of the certification. IDFL shall give written notice to the Client.
- 2.17. In case of cancellation of RDS, the Client must return the scope certificates by registered mail to IDFL within one week. All rights of the Client resulting from the certification shall be terminated with immediate effect.
- 2.18. IDFL shall not be obliged to refund the fees which has already been paid.

Subcontracting:

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- 2.19. IDFL shall have the right to delegate the performance of the whole or any part of these services with the Client to any agent or subcontractor to assist it in rendering the service.

### 3. Confidentiality

- 3.1. IDFL will take all necessary measures not to divulge or disclose information which has come to its knowledge regarding the performed service to any third party and shall treat information as confidential.
- 3.2. IDFL shall not disclose information to a third party without prior approval and consent of the Client, except to the extent required by law.
- 3.3. The Client shall take all necessary measures to ensure that all information which has come to its knowledge regarding the method of our services shall be treated as confidential and it shall not disclose any such information to a third party without prior approval and consent of IDFL, except to the extent required by law.

### 4. Responsibility and Liability

- 4.1. IDFL shall have no liability in respect of any claims for indirect or consequential loss including loss of profit and/or loss of future business and/or loss of production and/or cancellation of contracts entered into by the Client.
- 4.2. The Client shall guarantee, hold harmless and indemnify IDFL and its officers, employees, agents, or subcontractors against all claims made by any party for loss, damage or expense of whatsoever nature.

### 5. Service Fees

- 5.1. Unless expressly indicated or agreed otherwise in writing, the company must pay fees based on the IDFL price list. These include, but are not limited to, site visit/inspection fees, collection fees, travel and incidentals, administration and certifications fees. If additional services (such as site visits/inspections) are, at IDFL's discretion, deemed necessary, these fees will be invoiced to the Client accordingly.
- 5.2. IDFL shall be entitled to increase the fees in the event of a change in the scope of the services.
- 5.3. In case of cancellation of services, all costs already made for the service (such as, but not limited to, costs for travel tickets, lodging, visa, etc.) will be charged to the Client.

### 6. Appeals

- 6.1. The Client may appeal an audit/certification decision or request reconsideration of a decision. All appeals must be submitted in writing and must be received within 6 (six) weeks after the decision has been issued.

***IDFL may periodically change the Terms and Conditions without notice, and the client is responsible for checking these Terms and Conditions periodically for revisions. All amended Terms and Conditions become effective upon IDFL posting to the [www.idfl.com](http://www.idfl.com), and any submission of samples or requests for services after such revisions have been posted on the IDFL website signifies the client's consent to the changes.***