

Description of Services and Terms and Conditions

Battelle Memorial Institute
505 King Avenue
Columbus, OH 43201

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Description of Services

Based on the information you provide in the on-line job survey form, Battelle will suggest the standard radiographic imagery services that we believe will best meet your need. You will receive an email quote based on the fixed prices published on the website indicating the total cost to accomplish the statement of work. If you prefer, you may specify any of our standard radiographic imaging services that you desire and we will email you a price quote based on your preferences. Please note that in some cases, either due to the nature of the sample or the features to be discriminated, it may be necessary to construct unique fixtures to adequately secure and accurately position your sample for imaging. The e-mail quote will include the associated cost of constructing such fixtures and they will be retained by Battelle (with your sample) for at least thirty (30) days in the event that you request additional radiographic images. Upon your authorization and payment of the quoted price, Battelle will perform radiographic imaging of your material sample and produce a custom report of imagery results.

The sample you provide to Battelle will be subjected to x-ray radiation. Any sample you intend to provide that contains biologically or chemically hazardous, high pressure, explosive, or flammable materials must be identified beforehand in your survey form. Battelle, in its sole discretion, reserves the right to decline any request for tests, or to refuse acceptance of any sample provided. Battelle is able to handle nearly all of these types of materials, however, the additional arrangements required for their receipt, handling, stowage, imaging and disposal, will vary and are considered specialized services. As such, we will work with you to determine the scope of work and applicable terms through an appropriate contracting process. At this time, Battelle is unable to accept requests for any of these radiographic services received from non-U.S. entities.

All samples received by Battelle will be disposed of not sooner than thirty (30) days after posting the radiographic report to a file transfer site unless you specifically request the return of the sample. Request for return of your sample must be indicated on your survey form and you must provide a shipping method and shipping account number to pay for return shipment. Samples that are not returned will be destroyed and disposed of according to standard industry procedures established for that type of material. If disposal is an issue, the sample(s) will be returned to you for disposal. Occasionally, it is necessary to disassemble or partially dissect samples in order to produce an optimal image of the desired features. In such cases, Battelle will obtain your written consent, typically via email, prior to any disassembly.

Battelle will deliver a summary report of the imagery results. You will receive an email when the report is complete directing you to a file transfer site for downloading the electronic report. Images and/or movie data will either be embedded in the report or provided as a separate electronic file. A description of the imaging set-up, radiographic technique(s) used, and features observed in the images will be included in the report.

Additional engineering analysis of the results, to include assessment of potential cause and effects of observed features, is available upon request for additional cost. No manufacturing process or product design modifications will be recommended unless negotiated as a specialized service under separate contract.

Terms and Conditions

Battelle's fixed prices for performing standard radiographic imaging services are published on this website and payable in advance. These prices are exclusive of any applicable sales tax. As a provider of radiographic imaging services, Battelle is required to collect Ohio sales tax unless you provide a valid tax exemption certificate.

Completion of the work is anticipated within thirty (30) calendar days from receipt of payment and material samples. Battelle is not responsible for delays beyond our control including malfunction of the radiographic equipment. The radiographic imaging described in this proposal (the "Services") will be conducted under the following terms and conditions. Submission of payment constitutes your acceptance of these terms as the "CLIENT".

1) Battelle will provide a high standard of service on a commercially reasonable basis. **BATTELLE DOES NOT PROVIDE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE FOR ANY RESULTS THAT MAY BE DELIVERED HEREUNDER.**

2) CLIENT assumes all responsibility for its use, misuse, or inability to use the results of the Services and retains all decision-making authority for the design, manufacture, and sale of its products.

3) In no event shall Battelle have any liability for damages or injury, including but not limited to consequential damages, arising out of or in connection with the Services or these terms and conditions.

4) CLIENT agrees to indemnify and hold Battelle harmless from any and all liabilities, suits, claims, demands, and damage, all costs and expenses in connection therewith, asserted by third parties from any cause whatsoever arising out of the performance of the Services, except for injury or damage occurring during the performance of Services on Battelle-owned premises where fault of CLIENT is not a contributing cause.

5) Any equipment, materials or other tangible property furnished by CLIENT for use during the Services shall remain the property of CLIENT unless otherwise agreed in writing. Battelle shall have no responsibility for insuring such property against loss or damage, and CLIENT hereby releases Battelle from any liability on account of loss or damage to CLIENT-furnished property, including while in transit to or from Battelle facilities. CLIENT will cooperate in providing any information about such property upon request and Battelle may reasonably rely on the information so provided.

6) CLIENT agrees not to transfer, export or re-export any reports or technical data received from Battelle to any other country or non-U.S. person unless any necessary license, agreement or authorization required by the U.S. government for such transfer, export, or re-export, has first been obtained.

7) CLIENT agrees that it will not use Battelle's name for advertising, promotional purposes, raising capital, recommending investments, or in any way that implies endorsement without the prior written approval of Battelle's Office of General Counsel.

8) No rights to the intellectual property of either party are granted or implied under these terms and conditions or otherwise during the performance of the Services.

9) With the exception of the description of Services and price quote provided by Battelle to CLIENT and incorporated herein by reference, all the terms and conditions related to the Services are embodied herein and no other terms and conditions, including those contained in purchase orders, transmittal letters, or other administrative documents, shall be considered a part hereof unless expressly agreed upon in writing.

10) The Services will be conducted in accordance with the laws of the State of Ohio.