

DDL, Inc. Terms and Conditions

1. Any quotations submitted by DDL, Inc., (hereinafter referred to as DDL), without receipt, review and acknowledgement by DDL of the applicable testing specifications and drawings, shall be estimates only, and are subject to revision.
2. Validity: Unless expressly otherwise provided, this quotation shall expire one-hundred and eighty (180) days from the date of issue.
3. DDL is not obligated to perform any additional services, including repeat testing, not specifically covered by this quotation, without compensation in addition to that herein proposed. The prices herein set forth are valid only for the purposes of this procurement and shall not be binding upon DDL as the basis for pricing subsequent or repeat testing. Any details or breakdowns of the prices herein quoted are provided for information purposes or for the establishment of bidding schedules, and are not binding upon DDL as the basis for pricing increments of the total task or for pricing subsequent repeat testing, unless so specified.
4. The simple acceptance and rejection decision rule shall apply. If Buyer should disagree for any reason with the results or conclusion of the testing and requires additional work for verification, DDL shall be entitled to the reasonable value as agreed to by both parties of the additional work involved.
5. Buyer agrees to provide test specimens, and required technical data, where applicable, in order to permit DDL to proceed on a timely basis after receipt of Buyer's order. Unless otherwise specified, the quoted prices are based on receipt of test specimens and required data within thirty (30) days after receipt of order. In the event of a delay in the commencement of work, in excess of thirty (30) days, occasioned by the failure of Buyer to furnish required test specimens or any other delays or failure to perform on the part of Buyer, the prices herein set forth shall be subject to review and revision by DDL, and as agreed to by Buyer in writing. Notwithstanding any other provisions of this quotation to the contrary, DDL shall not be required to fulfill its obligations under this quotation in the absence of Buyer supplying DDL the specimens and technical data contemplated hereunder.
6. Schedules are quoted in good faith based on the information supplied by Buyer to DDL, but DDL shall not be liable for delays in delivery occasioned by force majeure or any cause beyond its control, including but not limited to war, civil disturbances, acts of terrorism, fire, flood, earthquake, windstorm, acts or defaults of common carriers, governmental laws, epidemics or the threat thereof, pandemics or the threat thereof, acts or regulations or any other occurrences of any character, whether or not similar in character to the foregoing, beyond DDL's control. Any such delay shall result in a corresponding extension of delivery time.
7. If for any reason beyond DDL's control, the testing program is interrupted for a period of thirty (30) days, at Buyer's direction or by failure of items under test, the completed portion of the work may be billed to Buyer and shall be due on the basis of the normal terms of payment as set forth below.
8. All services furnished by DDL and all tests performed with the use of DDL's equipment and facilities under this quotation, whether conducted by DDL or Buyer's personnel, shall be at the risk of Buyer insofar as loss or destruction of or damage to Buyer's property is concerned and DDL shall not be liable for loss of or damage to Buyer's property occurring while in DDL's possession. If the work to be performed hereunder is directly or indirectly attributable to a contract on behalf of any agency of the United States Government, DDL's liability for damage, loss, or injury to test specimens or other equipment furnished by Buyer shall be governed by the provisions of DAR (ASPR) 7-104.24 subparagraph (g), as applicable to negotiated fixed priced contracts. For purposes of applying DAR (ASPR) 7-104, 24 subparagraph (g) hereto, all references therein to "Contractor" shall be construed to mean "DDL", and to "Government-furnished property" shall be construed to mean "property furnished by Buyer."
9. DDL only warrants (1) that at the time of delivery any services provided by DDL pursuant to this quotation have been performed with reasonable diligence, (2) that at the time of delivery any test requested by Buyer and provided by DDL pursuant to this contract has been carefully conducted and the information contained in the report of such test is true and accurate to the best of DDL's knowledge. Buyer shall give written notice to DDL of any breach of these warranties within 1 year after delivery and no claims may be brought against DDL for such breach unless such written notice thereof is given within such 1-year period. The exclusive remedy of the Buyer under this warranty and the limit of liability of DDL for any and all losses, injuries, and damage of any kind or nature whatever to person or property caused by or resulting from Buyer's use or reliance on the information contained in any test report (including claims based in contract, negligence, strict liability, other tort, or otherwise) shall, upon agreement by both parties, be for DDL either to re-perform or replace the tests or services, or to make an equitable adjustment in the price paid by Buyer for such tests or services. In no event shall DDL be liable for incidental, special or consequential damages of any kind to person or property caused by or resulting from Buyer's use of or reliance on the information contained in the test report.
10. Buyer shall be responsible for the actual cost of transportation of Buyer's property to and from DDL's plant.
11. DDL reserves the right to prepare and submit valid progress invoices for those projects whose duration is more than one month.
12. In the event Buyer shall become insolvent or make a general assignment for the benefit of creditors, or files or has been filed against it a petition in bankruptcy or for reorganization, or pursues any other remedy under law relating to the relief of debtors, or in the event a receiver of Buyer's property or business is appointed, DDL may, at its option, without notice to Buyer, terminate its performance under this quotation and treat Buyer as being in default and declare all outstanding amounts payable to DDL to be immediately due and payable.
13. The acceptance by DDL of any order is contingent on DDL's approval of Buyer's credit in DDL's sole and absolute discretion. The payment terms are as specified in the applicable quotation. Current delinquencies from prior orders may suspend or void any previously approved credit. If, in DDL's sole and absolute discretion, Buyer's credit at any time is unsatisfactory, then at DDL's option the terms of payment provided herein may be altered, the contract terminated without liability to DDL and/or performance may be suspended pending receipt of satisfactory security. Any overdue payments are deemed to be delinquent and will bear interest at the rate of one and one half percent (1.5%) per month. In the event DDL engages the services of an attorney to collect such amounts, Buyer agrees to pay reasonable attorney's fees and costs incurred by DDL, whether or not suit is brought.
14. Prices based on the use of government and/or Buyer-furnished materials are subject to revision in the event that such material is not made available in a timely manner. Proposed delivery schedules are also contingent upon timely receipt by DDL of the aforesaid government and/or Buyer-furnished material.
15. Prices quoted are net (F.O.B. shipping point), and do not include sales, use, excise or similar taxes. Any tax imposed by federal, state, or other governmental authority on the sale of merchandise or services referred to in this quotation shall be paid by Buyer in addition to the quoted price. The amount of any present or future sales, use, excise or similar tax applicable to Buyer's order shall be paid by Buyer or Buyer shall provide DDL with a tax-exempt certificate acceptable to the taxing authorities.
16. All accepted orders may be cancelled or terminated by Buyer only upon written consent of DDL and payment by Buyer to DDL of a sum to be set by DDL which as determined by DDL fairly compensates DDL for materials, labor and engineering expenses occurred, if applicable, plus a reasonable profit for the percentage of the work completed, if applicable.
17. DDL's acceptance of any order by Buyer is expressly conditioned on acceptance by Buyer of the terms and conditions set forth herein. DDL shall not be bound by any terms or conditions of Buyer's purchase order which are additional to or different from the terms and conditions hereof. Telephone orders are accepted by DDL for the convenience of the customer, and every effort is made to obtain complete and accurate information before beginning work; but, the risk of a telephone order is on Buyer. If the information contained in any confirming purchase order is not completely in agreement with DDL's understanding of the telephone order, then the terms of the telephone order, then the terms of the written DDL quotation shall govern.
18. If a budgetary price is given, it is to assist in Buyer's preliminary planning only and must not be construed as a firm price until it has been converted in writing to a firm price by DDL.
19. DDL reserves the right to correct all typographical or clerical errors which may be present in the prices or specifications in this quotation, both before and after acceptance.
20. All remedies of DDL, herein are not deemed exclusive, but shall be cumulative, and in addition to all other remedies permitted by law or equity. No failure by DDL to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy by DDL preclude any other further exercise thereof.