

Terms and Conditions of Sale

The contractual terms governing services provided by DynaQual Test Labs. By placing an order with DynaQual you agree to these terms.

Last updated: 2026-05-08

DynaQual LLC ("Company") provides testing and engineering services subject to the following terms and conditions of sale. These terms apply to all written and oral purchase orders received by Company unless a separate written agreement, signed by an authorized employee of Company, expressly supersedes them.

1. Contract Acceptance

Any written or oral purchase order received from Buyer by Company shall be construed as a written acceptance of Company's offer of services and shall be filled in accordance with the terms and conditions set forth herein. Company's acceptance of any order is expressly conditioned on Buyer's assent to the terms contained herein. The terms of Company's proposal and acknowledgement shall prevail over any conflicting or different terms in Buyer's order unless Buyer notifies Company in writing of its objections within fifteen (15) days from receipt of Company's acknowledgement. Buyer's standard terms will not be considered a counteroffer. Company's failure to object to any provision in conflict herewith, whether contained on Buyer's purchase order or otherwise, shall not be construed as a waiver or acceptance of those provisions.

2. Quotations and Prices

Prices quoted are subject to change without notice. The price in effect at the time of services, including any escalation formula, will apply unless a valid quotation or written agreement to the contrary exists between Buyer and Company. All prices shown are in U.S. dollars and are F.O.B. Company's facility. Company reserves the right to place a service charge on past-due accounts at the highest rate permitted by law. Any documentation required for routine or special processes must be identified by Buyer at the time of quotation or order placement.

3. Taxes

Any tax or other charge imposed by law on the performance of services shall be paid by Buyer, unless the law specifically provides that such payment must be made by Company, in which case Buyer shall reimburse Company for such payment as part of the purchase price. Insurance charges and other comparable charges will be borne by Buyer.

4. Shipping Schedule and Delivery

Buyer shall be responsible for all costs and arrangements for the delivery of goods to Company and for having goods returned to Buyer. Buyer shall consult with Company on delivery schedules. Company will not be responsible for deviations in meeting shipping schedules or for any losses or damages to Buyer or third parties occasioned by deviations in the shipping schedule, whether due to acts of God, priority orders established pursuant to law, labor disputes, local labor shortages, fire, flood, shortages or failure of raw materials, supplies, fuel, power or transportation, equipment breakdown, or any other causes. In no event shall Company be liable for any consequential or other damages resulting from failure or delay in shipment.

5. Terms of Payment

Terms of payment are net thirty (30) days from date of invoice unless otherwise stated in the quotation or Company's order acknowledgment.

6. Warranties

Any test results, data, or interpretations of data presented by Company are opinions based upon measurements, assumptions, and empirical relationships, which inferences and assumptions are not incapable of error. Company cannot and does not guarantee the accuracy, correctness, or completeness of such results, data, or interpretations, and Buyer agrees that Company shall not be liable or responsible for any loss, cost, damage, or expense incurred or sustained by Buyer resulting directly or indirectly therefrom. Under no circumstances should any such interpretation, data, or result be relied upon as the basis for any procedure that involves any risk to the safety of personnel, equipment, or any venture. Buyer shall always have full responsibility for such decisions and for all decisions concerning the test results.

7. Engineering and Service

Upon request, Company will provide engineering or technical information regarding its services. Any such information shall be advisory only.

8. Inspection

Buyer's representatives may inspect Company's facility during working hours in such a manner as will not interfere with operations.

9. Ownership and Responsibility

Buyer shall retain ownership of its goods at all times. Buyer shall be liable for any loss or damage to its goods at all times, even while goods are located at Company's facility, regardless of cause.

10. Indemnification and Limitation of Liability

A. Indemnification

For purposes of this section: **"Buyer Group"** means Buyer, its parent, subsidiaries, affiliates, co-owners, co-venturers, partners, and any entity with which Buyer has an economic interest with respect to the services (including Buyer's customer or any third party engaged by Buyer to be present at Company's facility), and their respective employees, personnel, directors, officers, borrowed servants, representatives, agents, contractors, and subcontractors of any tier. **"Company Group"** means Company, its parent, subsidiaries, affiliates, co-owners, and their respective employees, personnel, directors, officers, borrowed servants, representatives, agents, contractors, and subcontractors of any tier. **"Negligence"** means sole, joint, or concurrent, active, passive, gross, or willful misconduct.

1. Company shall release, defend, save, indemnify ("Indemnify") and hold Buyer Group harmless from and against all claims, demands, losses, damages, and causes of action (collectively "Claims") for loss of or damage to the property of members of the Company Group, even if such Claims arise from or are attributable to the Negligence of members of Buyer Group.
2. Company shall Indemnify and hold Buyer Group harmless from and against all Claims for the death(s) or personal injury(ies) to members of the Company Group, even if such Claims arise from or are attributable to the Negligence of members of Buyer Group.
3. Buyer shall Indemnify and hold Company Group harmless from and against all Claims for loss of or damage to the property (including the Work) of members of the Buyer Group, even if such Claims arise from or are attributable to the Negligence of members of Company Group.
4. Buyer shall Indemnify and hold Company Group harmless from and against all Claims for the death(s) or personal injury(ies) to members of the Buyer Group, even if such Claims arise from or are attributable to the Negligence of members of Company Group.

B. Indemnity for Consequential Damages

Under no circumstances shall either party be liable for any special, consequential, incidental, exemplary, or punitive damages (collectively "Consequential"), nor for any loss of anticipated profits, loss of business opportunity, or loss of use of equipment or of any installation, system, or facility into which equipment may be located or at which members of the Company Group may be performing work.

C. Limitation of Liability

Except as otherwise expressly limited in this agreement, it is the express intention of the parties that all indemnity obligations and liabilities assumed under these terms shall be (i) supported by insurance, (ii) without limit, and (iii) without regard to the cause or causes thereof, including but not

limited to preexisting conditions (whether patent or latent); breach of representation or warranty (express or implied); breach of contract; breach of duty (statutory, contractual, common law, or otherwise); strict liability; condition of premises, equipment, facilities, or appurtenances of any party under any code or law; the loading or unloading of persons or cargo; tort; or the negligence or fault of any party, or any other theory of legal liability.

Notwithstanding the foregoing, **Company's total responsibility for any claims, damages, losses, or liability arising out of or related to its performance of this contract or the products or services covered hereunder shall not exceed the price of the services performed.**

11. Modification, Rescission, and Waiver

The terms herein may not be modified or rescinded, nor any of their provisions waived, unless such modification, rescission, or waiver is in writing and signed by an authorized employee of Company at its office in Houston, Texas. Failure of Company to insist in any one or more instances upon the performance of any of the terms and conditions of the contract, or the failure of Company to exercise any of its rights hereunder, shall not be construed as a waiver or relinquishment of any such term, condition, or right and shall not affect Company's right to insist upon strict performance with regard to any unexecuted portions of the contract or future performance of these terms and conditions. All orders must be accepted by an authorized employee of Company.

The rights and duties of the parties and the construction and effect of all provisions hereof shall be governed by and construed according to the internal laws of the State of Texas. Any disputes that arise under this agreement shall be venued in the District Court of Harris County, Texas or in the Southern District of Texas.

Contact

Questions about these terms? Contact testing@dynaqual.com or (281) 773-7944.

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