NIST STANDARD REFERENCE INSTRUMENTS TERMS and CONDITIONS

Authority – The National Institute of Standards and Technology (NIST) provides Standard Reference Instruments (SRI) as authorized under 15 U.S.C. 272(b)(2), which directs NIST to develop, maintain, and retain custody of national standards of measurement, and provide the means and methods for making measurement consistent with those standards; 15 U.S.C. 272(c)(6), which authorizes NIST to prepare, certify, and sell standard reference materials for use in ensuring the accuracy of chemical analyses and measurements of physical and other properties of materials; and 15 U.S.C. 272(c)(27), which authorizes NIST to undertake such other activities similar to those specified in 15 U.S.C. 272(c) as the Director determines appropriate.

NIST will review each order and reserves the right to not fulfill any order at any time.

Contracts and Signed Statements – As an agency of the United States Federal Government, Department of Commerce, the National Institute of Standards and Technology attests solely to the provisions described here. Receipt of orders by NIST does not imply acceptance of any provisions set forth in the order that are contrary to the policy, practice, or regulations of NIST or the U.S. Government. In general, NIST will not sign any affidavits, acknowledgment forms, or other documents that may be required by any domestic or foreign entity for policy governing procurement of goods and services. These terms and conditions supersede any conflicting and/or additional terms and conditions included in any purchase request or other document submitted to request NIST Standard Reference Instruments. In ordering NIST Standard References Instruments, the customer is agreeing to these Terms and Conditions which are also available at https://www.nist.gov/sri/terms-and-conditions**.**

Price – The price quote provided to Customer includes the fee for the SRI, the fee for associated Calibrations (see separate Calibrations Pro Forma Invoice), and the estimated cost for installation of the SRI and any associated travel and training. Customer must reimburse NIST for all actual costs incurred for installation, travel and training. All work will be performed by NIST employees. The Pro Forma Invoice (PFI) must be signed by the customer and payment must be received prior to the price quote expiration date.

Duration of Agreement – This agreement becomes effective when signed by the parties. The agreement will terminate upon delivery and installation (if applicable) of the instrument.

Amendments or Changes to Existing Orders – Any changes to an accepted/signed Standard Reference Instrument Pro Forma Invoice is considered an amendment, and a new Standard Reference Instrument Pro Forma Invoice, outlining the requested change, is required. Examples include:

- Changes to which SRI is ordered as outlined in the online Standard Reference Materials Catalog.
- Cost changes (increase or decrease) of greater than 10% from the estimated cost for installation, travel and training.
- Cost changes (increase or decrease) of greater than 10% to the cost of the instrument after the PFI has been issued but before payment is received by NIST.

Shipping – Customer must provide a Federal Express account when the SRI is ready for shipment from NIST. Customers are responsible for all shipping fees, customs duties, import fees, and shipping insurance.

Invoices – NIST is a Federal government agency under the U.S. Department of Commerce; therefore, NIST must follow the payment process directed by the U.S. Department of Treasury. NIST ONLY submits invoices electronically via email. Should you need a mailed paper copy of your invoice, please send your request to srminfo@nist.gov.

Payment Information – Payment must be at NIST by the expiration date on the PFI. If payment is not received, a new signed PFI with current prices will be required. All billing terms are pre-payment required.

We cannot accept a Letter of Credit as a form of payment. Cash payments, EFT, Pay Pal, Western Union, or any other electronic digital wallet (i.e., Venmo, ApplePay), payments are not accepted.

All payments must be made in US Dollars. NIST does not charge a fee for any payment type.

Contact the NIST Accounts Receivable office via e-mail at billing@nist.gov with questions.

Accepted payment methods are credit card, ACH (via www.pay.gov only), bank draft, or wire.

PAY.GOV-Credit Card and ACH – Electronic payments can be submitted through Pay.gov by ACH, Visa, Master Card, Discover, American Express, check card, or debit card. Go to www.pay.gov. To locate the payment forms, enter "NIST" in the search field at the top of the page. Select the NIST Miscellaneous form. Complete all required fields and submit your payment. For prompt credit, include the invoice number or quote number being paid. A receipt should be printed for your records. **Note: For ACH payments, please verify with your banking institution that your account is set up to have ACH payments processed. ACH payments can be made through US banks only.**

NIST may submit the email addresses associated with any outstanding invoice to the U.S. Department of Treasury or other relevant Federal entity for collection of unpaid debts.

Pursuant to Executive Order (EO) 14247, NIST will no longer accept paper checks.

Please do not email credit card information. It is considered sensitive, and it will be blocked by the NIST email system.

***Preferred credit card payment method. Pay.gov requires using Internet Explorer 9 or newer, Microsoft Edge, Mozilla Firefox, or Chrome browser**.

Repairs – Repairs or other follow-on work on SRIs may only be performed by NIST under a separate reimbursable agreement for services.

Use of Name or Endorsements – Neither Party shall use the name of the other Party on any advertisement, product or service which is directly or indirectly related to the SRI. By purchasing the SRI, the Parties do not directly or indirectly endorse any product or service provided, or to be provided, by the other Party, its successors, assignees, or licensees. Customer shall not in any way imply that sale or use of this SRI is an endorsement of any product or service.

Liability – NIST SHALL NOT BE LIABLE AND CUSTOMER HEREBY RELEASES NIST FROM LIABILITY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES OR INJURY (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE), WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE, ARISING FROM OR RELATING TO THE SRI), EVEN IF NIST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NIST's liabilities are subject to the Federal Tort Claims Act, 28 U.S.C. Section 2671 et seq., the Federal Employees Compensation Act, 5 U.S.C. Section 8101 et seq., the Contracts Disputes Act, 41 U.S.C. Section 7101 et seq., and other legal authorities. Customer agrees to indemnify and hold harmless the United States Government for any and all damages or liabilities that arise out of any use of the SRI by Customer, Customer's agents and Customer's employees.

NO WARRANTY – THE PARTIES MAKE NO EXPRESS OR IMPLIED WARRANTY AS TO ANY MATTER WHATSOEVER, INCLUDING THE CONDITIONS OF THE SRI, OR THE OWNERSHIP, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OF THE SRI.

Force Majeure – NIST shall not be liable for any unforeseeable event beyond its reasonable control not caused by the fault or negligence of NIST, which causes NIST to be unable to perform its obligations under this agreement (and which it has been unable to overcome by the exercise of due diligence), including, but not limited to, flood, drought, earthquake, storm, fire, pestilence, lightning and other natural catastrophes, epidemic, war, riot, civic disturbance or disobedience, strikes, labor dispute, or failure, threat of failure, or sabotage of facility or equipment, or any order or injunction made by a court or public agency. In the event of the occurrence of such a force majeure event, NIST shall promptly notify the other Party. NIST shall further use its best efforts to resume performance as quickly as possible and shall suspend performance only for such period of time as is necessary as a result of the force majeure event.

Termination and Cancellation – Either party may terminate this agreement by providing 30 days' written notice to the other party. If Customer terminates the agreement, NIST is authorized to collect costs incurred prior to cancellation of the agreement plus any termination costs.

Governing Law – The construction validity, performance and effect of this agreement for all purposes shall be governed by the laws of the United States.

NIST Quality System – Consult the NIST Quality Manual for Measurement Services (NIST QM-I), available for download at http://www.nist.gov/qualitysystem/

Traceability – The NIST Policy on Traceability can be found at https://www.nist.gov/calibrations/traceability

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WIRE PAYMENT INSTRUCTIONS For non-U.S. Financial Institutions

Please provide the following instructions to your Financial Institution for the remittance of ***Fedwire payments via SWIFT.*** *Do not use this information for ACH, EFT or SWIFT transfers, as your transaction will be rejected.*

Note: The transfer of funds can only be accomplished by your company going through a U.S. correspondent bank or by having your country's central bank send a SWIFT telecommunication ***message (not SWIFT transfer)*** *to the Federal Reserve Bank of New York (FRB), which is located at 33 Liberty St., New York, NY 10045.* ***Any transfers that originate at non-U.S. banks will be rejected unless an intermediary U.S. bank completes the transfer.***

MESSAGE HEADER

Message Type:	**FIN 103 Single Customer Credit Transfer**
Receiver:	**TREAS NYC NEW YORK, NY US**

MESSAGE TEXT

SWIFT FIELD TAG	*FIELD NAME*	*Required Information (Enter all bolded fields exactly as displayed below)*
20:	Sender's Reference Number	***{supplied by sender}***
23B:	Bank Operation Code	**CRED**
32A:	Value Date / Currency / Interbank Settled	*Date:* ***{supplied by sender}*** *Currency:* **US Dollar** *Amount:* ***{supplied by sender}***
50K:	Ordering Customer (Payer)**	***{all supplied by sender}*** *Payer Name:* *Payer Address1:* *Payer Address2:* *Payer Country:*
57D:	Beneficiary's Bank	**//FW021030004**
59:	Beneficiary Account Number	**13060001**
70:	Remittance Information	***{Quote, Order, Invoice, or other identifying information)***
71A:	Details of Charges*	**OUR**

**** Remitter is responsible for all charges-mark transfer as OUR only. Do not use SHA (Shared) or BEN (Beneficiary), as NIST is not responsible for sender costs of business. Fees may be incurred by the originating and intermediary bank. NIST does not charge a fee for any payment type. Do not deduct fees from proceeds due the National Institute of Standards and Technology. Any pre-payment reduced by a bank fee deduction will be reflected on your invoice and must be paid.***

***** Do not use the name of an individual. For proper credit, the name of the organization making payment must be used. Be sure to include remittance information with the transfer, or email remittance advice to*** billing@nist.gov.

If you need additional information, including wire instructions for US Financial Institutions, please contact NIST Accounts Receivable by email at billing@nist.gov.

NIST National Institute of Standards and Technology • U.S. Department of Commerce

WIRE PAYMENT INSTRUCTIONS

For U.S. Financial Institutions

Please provide the following instructions to your Financial Institution for the remittance of ***Fedwire payments.***

Do not use this information for ACH, EFT or SWIFT transfers, as your transaction will be rejected.

Fedwire Field Tag	*Fedwire Field Name*	*Required Information (Enter all bolded fields as displayed below)*
{1510}	Type/Subtype	**1000**
{2000}	Amount	*(enter payment amount)*
{3400}	Receiver ABA routing number *	**021030004**
{3400}	Receiver ABA short name	**TREAS NYC**
{3600}	Business Function Code	**CTR** *(or CTP)*
{4200}	Beneficiary Identifier (account number)	**813060001000**
{4200}	Beneficiary Name	**National Institute of Standards and Technology or NIST**
{5000}	Originator**	*(enter the name of the originator of the payment)*
{6000}	Originator to Beneficiary Information – Line 1	*(enter invoice number)*
{6000}	Originator to Beneficiary Information – Line 2	*(enter quote number – if any)*
{6000}	Originator to Beneficiary Information – Line 3	*(enter type of service – if any – i.e. SRM, NVLAP, Calibration, etc.)*
{6000}	Originator to Beneficiary Information – Line 4	*(enter purpose of payment – if any – i.e. prepayment or gift)*

Receiver Financial Institution name and address: Federal Reserve Bank of New York, 33 Liberty St., New York, NY 10045

Remitter is responsible for all charges, as NIST is not responsible for sender costs of business. Your transfer should be marked appropriately- do not deduct fees from proceeds due the National Institute of Standards & Technology. NIST does not charge a fee for any payment type.

****Do not use the name of an individual. For proper credit, the name of the organization making payment must be used.***

Be sure to include remittance information with the transfer, or e-mail remittance advice to billing@nist.gov.

If you need additional information, please contact NIST Accounts Receivable by e-mail at *billing@nist.gov.*