



PRODUCT PERFORMANCE TESTING LABORATORY

100 Clemson Research Blvd., Anderson, SC 29625

Phone 864.646.8453 Fax 864.646.2821

Email testing@tcnatile.com Web www.TCNAtile.com

CERTIFIED PORCELAIN TILE TESTING – ORDER FORM

CONTACT [] DATE []

COMPANY []

ADDRESS (reports mailed to¹) []

CITY [] STATE / PROVINCE []

POSTAL CODE [] COUNTRY []

PHONE [] FAX []

EMAIL []

ADDITIONAL COMMENTS (if needed) []

TESTING COSTS USD 320.00 PER SERIES. PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

For each series, 10 whole tiles are required for water absorption testing and the tiles must meet the following size and color criteria:

- The tiles submitted need to be 12" x 12" or larger and in original un-cut form. For mosaics, please submit 20 pieces of the largest size in the series.
- The tiles submitted must be the lightest color in the series being certified.

PRODUCT SERIES	COLOR	MANUFACTURER (IF DIFFERENT FROM ABOVE)	SIZE	LOT #

PLEASE SELECT AN ORDER PROCESSING OPTION

If no option is checked, the order will be processed according to the regular turn-around option. Expedited testing is offered on a time-available basis.

- Regular Turn-Around
- Start within 3-5 business days (50% surcharge)
- Start within 24 business hours (100% surcharge)

NOTE: Test results will be reported to the customer and to PTCA. TCNA will retain one set of 5 samples (10 samples for mosaics) and remainders are discarded upon completion of testing. If you would like the samples returned, please note that in the comments section above. Client is responsible for all shipping charges.

An SDS is required for all materials submitted to the lab for testing. Testing will not begin until the SDS sheet is provided.

¹TCNA test reports are sent electronically to the email address indicated on this form. A hard copy is only provided upon request for an additional charge of USD 20.00 (postage included for mailing within the US only). Requests for updated, corrected, or re-issued reports or requests for additional hard copies of a test report will be billed at USD 55.00 per report.



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PAYMENT INFORMATION

Payment is required in advance unless prior arrangements have been made.
For wire transfers, please contact TCNA for bank information.

PLEASE SELECT A PAYMENT METHOD

Check Enclosed

Credit Card

CARD TYPE

MASTERCARD

VISA

AMERICAN EXPRESS

CARD #

EXP. DATE

CARDHOLDER'S NAME

SIGNATURE

AMOUNT

Ship Materials To:

**Tile Council of North America
Attn: Laboratory
100 Clemson Research Blvd.
Anderson, SC 29625
USA**



**TILE COUNCIL OF NORTH AMERICA, INC.
TERMS & CONDITIONS FOR LABORATORY TESTING**

These terms and conditions ("Terms & Conditions") apply to laboratory services ("Services") performed by Tile Council of North America, Inc. ("TCNA") for its client ("Client").

1. **TCNA Services:** A Client requesting Services should make a written order ("Order") using a testing form provided by TCNA or through such other written communication permitted by TCNA for this purpose. If TCNA accepts the Order, TCNA agrees to perform the Services and provide any corresponding deliverables, such as test reports, subject to these Terms & Conditions. These Terms & Conditions and any associated Order may be referred to as the "Agreement."
2. **Payment:** Client agrees to pay for TCNA's Services for the fees stated on the Order or as otherwise agreed in writing by the parties, including any associated costs, taxes, or other amounts. TCNA may require prepayment prior to performing the Services or providing any corresponding deliverables. Unless otherwise specified in writing, Client shall pay TCNA's invoice in U.S. Dollars and within 30 days of the date of TCNA's invoice(s). All invoices shall be subject to a monthly late charge of 1.5% per month beginning 30 days from the date of invoice, or the maximum amount allowed by law, whichever is lower, until paid in full. If Client fails to timely pay invoices or remit required payments, TCNA may cease providing Services, terminate this Agreement, and withhold providing to Client any deliverables. Client also agrees to pay all costs of collection of any amounts due, including TCNA's reasonable attorney fees.
3. **Testing Materials:** Client is responsible for sending to TCNA all properly-identified materials as requested by TCNA for completion of the Services. Client is responsible for shipping, including payment of any costs, duties, or tariffs and completion of any Customs-related documentation. Client understands that the materials may be damaged or destroyed in or after testing and that TCNA is under no obligation to return or retain them unless otherwise agreed in writing, though TCNA may, at its own discretion, retain the materials for its internal purposes. Client will inform TCNA of any applicable import/export restrictions, and Client will not provide any materials containing infectious agents, illegal, hazardous, or toxic substances or materials that are illegal to transport. If TCNA is required and able to source materials for performing the Services, including installation materials, it will do so as a convenience, charging Client for the cost plus a 20% convenience fee.
4. **Timing:** TCNA will perform the Services according to the time frames set forth in the Order or as otherwise agreed in writing. TCNA reserves the right to decline performing Services more quickly than its schedule can reasonably permit and the right to charge increased pricing for rush Orders.
5. **Reports:** The Services and reports provided by TCNA in connection with the Services shall be for the sole use of the Client and no one else, and are intended solely to provide the results of the specified test procedures as performed on the test subject material provided by the Client. Test reports may not be relied on for any other purpose. Client agrees that TCNA may include disclaimers on test reports confirming this understanding and other limitations of the testing. If Client publishes any report, it will publish the report in full, including any associated disclaimers and limitations of liability. If Client requests specific forms, types or amounts of reports be prepared that are outside of TCNA's typical practices, TCNA reserves the right to decline such requests and/or to increase the cost of the Services. TCNA is under no obligation to re-issue reports or update information in them, but may agree to do so upon Client's written request, acceptance of additional terms, and payment of any associated fee. Re-issued or updated reports may reflect the reasons for the update.
6. **Subcontracting:** TCNA reserves the right to involve and/or subcontract with other laboratories for some or all of the Services with reasonable prior notice to Client.
7. **Cancellation:** Either party may cancel the Services for any reason, or for no reason, including that TCNA may decline to provide Services if it believes performing the requested Services could damage test equipment, harm personnel, or violate TCNA's policies or any applicable law. If Client cancels the Services for any reason, or if TCNA cancels the Services due to Client's breach of this Agreement, Client shall be responsible for TCNA's fees and costs incurred through the time of cancellation using TCNA's prevailing rates. If Client has pre-paid for Services, TCNA will apply the pre-payment toward such fees and costs incurred and will hold any remaining balance as a credit toward further services or refund it, at the Client's option.
8. **Force Majeure:** Except for payment obligations, neither party shall be in breach of its obligations nor liable for delay in performing, or failure to perform, if such delay or failure results from events, circumstances or causes beyond its reasonable control (including a failure of Client to provide necessary materials, information, or cooperation, any industrial dispute affecting any third party, governmental regulations, fire, flood, disaster, civil riot, war, or pandemic). In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations.
9. **Confidentiality:** In connection with the Services, a party (the "Disclosing Party") may disclose Confidential Information to another party (the "Recipient"). In the event of such disclosure, Recipient shall use the Confidential Information solely for purposes of performing the Services and, except as permitted by these Terms & Conditions and any corresponding Order, shall not disclose Confidential Information to any third parties (except that TCNA may make limited disclosures to subcontractors as may be necessary for their involvement in providing the Services, but will make reasonable efforts to minimize the disclosure and will take reasonable steps to confirm the subcontractors' obligations to maintain the confidentiality of the information). Recipient shall protect Confidential Information from unauthorized use or disclosure using a reasonable degree of care. "Confidential Information" means all non-public proprietary and confidential information of Disclosing Party that is clearly identified as confidential; provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Recipient's material breach of these Terms & Conditions and any corresponding Order; (b) is obtained by Recipient on a non-confidential basis from a third party that, to Recipient's knowledge, was not contractually restricted from disclosing such information; (c) was in Recipient's possession prior to Disclosing Party's disclosure hereunder; or (d) was or is independently developed by Recipient without using any Confidential Information. Notwithstanding the foregoing, TCNA will not divulge details concerning the testing Services of Client to third parties (excepting subcontractors involved in providing the Services as set forth above) without obtaining Client's consent).
10. **Record Retention & Requests:** Unless otherwise agreed in advance in writing by the Parties, or as may be required by policies TCNA adopts in connection with standards and accreditation organizations, TCNA is under no obligation to retain Client information or reports after the Services have been completed. TCNA may retain documentation at its own discretion, including for regulatory purposes and to document work performed. In the event TCNA receives a request for production of information related to the Services, TCNA may, prior to and as a condition of production, direct the requesting party to obtain Client's permission or seek out Client's permission itself, unless TCNA reasonably and in good faith determines that disclosure is required without such permission. TCNA may make such productions without insisting on issuance of a formal subpoena or litigation request if, in TCNA's judgment, production would otherwise be required and proceeding in this manner is more cost-effective and reasonable from a business standpoint.
11. **Relationship of the Parties:** Nothing in this Agreement shall be construed to create a joint venture or partnership between the parties hereto, or a fiduciary, employee/employer, or agency relationship. No one other than TCNA or the Client (or their successors and permitted assignees) shall have any right to enforce this Agreement. Unless otherwise agreed in writing, TCNA retains all rights of ownership over concepts, ideas, inventions, or other intellectual property created by TCNA in connection with its performing of the Services.
12. **Client Representations:** Client represents that it has the authority to request the Services, provide TCNA with the materials to be tested, and be bound by these Terms & Conditions, and that no other licenses, permits, or permissions are required for TCNA to perform the Services.
13. **Limited Warranty:** TCNA warrants that it will perform the requested Services and provide the associated deliverables, including reports of any test procedures performed. However, TCNA makes no representation that any reports or other deliverables prepared will be accepted by any government, agency, or regulatory body. THESE TERMS & CONDITIONS SET OUT THE FULL EXTENT OF TCNA'S OBLIGATIONS TO CLIENT. EXCEPT FOR THE LIMITED WARRANTY SPECIFIED HEREIN, ANY SERVICES, TESTING, RESULTS, REPORTS, DATA, AND DELIVERABLES ARE PROVIDED TO CLIENT "AS IS" WITHOUT ANY OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CLIENT'S SOLE REMEDY FOR A BREACH OF THIS WARRANTY SHALL BE TO HAVE TCNA RE-PERFORM THE SERVICES. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE LIMITED EXPRESS WARRANTY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE. TCNA'S AGGREGATE LIABILITY IN RESPECT OF ANY CLAIMS ARISING OUT OF THIS AGREEMENT OR TCNA'S SERVICES, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL IN NO CIRCUMSTANCES EXCEED THE AMOUNT CLIENT PAID TO TCNA FOR THE PARTICULAR SERVICES AT ISSUE. IN NO EVENT SHALL TCNA BE LIABLE TO CLIENT FOR ANY OTHER DAMAGES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES RESULTING, IN WHOLE OR IN PART, FROM ANY USE OF, REFERENCE TO, OR RELIANCE UPON TCNA'S SERVICES OR DELIVERABLES, OR FROM ANY OTHER ACTIONS BY TCNA RELATING TO OR ARISING FROM THIS AGREEMENT AND THE SERVICES BEING PROVIDED, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, NOR SHALL TCNA BE LIABLE TO ANY OTHER PERSON OR BUSINESS ENTITY FOR ANY DAMAGES OF ANY KIND WHATSOEVER. TCNA DISCLAIMS ALL LIABILITY TO ANY THIRD PARTY CONCERNING ITS SERVICES. THE FOREGOING LIMITATION OF LIABILITY IS A FUNDAMENTAL ELEMENT OF TCNA'S AGREEMENT TO PERFORM THE SERVICES.
14. **Indemnification:** Client agrees to indemnify and hold harmless TCNA and its affiliates, their successors and assigns and each of their respective members, directors, officers, employees and agents (the "Indemnified Parties") against any and all losses, claims, actions, suits, demands, judgments, settlements, liabilities, damages and expenses (including attorneys' fees and costs) arising out of or claimed to have been caused directly or indirectly by (a) the Client's products, including their use or installation (b) the Client's (including its employees' or independent contractors') misuse of the Services, including misuse of any report or deliverable generated from the Services, or (c) the Client's actual or alleged breach of this Agreement.
15. **Choice of Law; Disputes:** This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, United States of America, without reference to its choice of law rules. To the extent any party commences an action arising out of or related to this Agreement, the parties hereby consent to the exclusive jurisdiction of the federal and state courts of Anderson County, South Carolina for such actions, and Client hereby consents to personal jurisdiction and venue in such courts.
16. **Notices:** Any written notices required by these Terms & Conditions shall be sent to the parties at their respective contact information specified in the Order.
17. **Entire Agreement:** This Agreement represents the entire agreement between the Parties concerning the matter referenced herein and supersedes any prior written agreement between the Parties that conflicts. Any terms or conditions appearing on any Client documents or communications that differ from those contained herein shall be void and of no force or effect.
18. **Severability; Non-Waiver:** Should any provision of this Agreement be held invalid or unenforceable by any court of competent jurisdiction, the Parties desire that it be modified by the court to conform as closely as possible to its original intent without being invalid or unenforceable, and that in such form it be enforced. Invalidity or unenforceability of a provision herein shall not affect the validity or enforceability of any other provision herein. Failure to enforce any part of this Agreement by TCNA shall not be deemed a waiver of TCNA's right to enforce that provision in the future nor shall it be deemed a waiver of the entire Agreement or of any part thereof.
19. **Language:** These Terms & Conditions are provided in the English language, which shall govern its interpretation. If Client chooses to have the Terms & Conditions translated into another language for Client's own uses, Client shall ensure the translation is true and accurate. In any event, such translation shall be for convenience only and shall not control.