American Proficiency Institute

Terms & Conditions of Sale

1. Orders & Enrollment

Orders must be submitted using the API enrollment form or renewal order form. All orders are subject to confirmation by API. An 'Order Confirmation' will be sent showing programs ordered and scheduled shipment dates. Orders include a non-refundable Annual Enrollment Fee, which covers costs incurred by API in connection with shipping, administrative setup, account maintenance, data processing, and report generation.

2. Payment Terms

Payment is due within Net 30 days from invoice date. Payment may be made by check, credit card, ACH/wire transfer, or other approved method. Customers are responsible for all associated fees and any applicable sales tax. Please remit payments to address on API Invoice.

3. Shipping & Delivery

API ships according to pre-set shipment schedules, which will be communicated upon order confirmation. Customers must notify API within one week of the listed shipment date if proficiency testing materials are not received. API cannot guarantee replacement materials if notified after this deadline. Customers must inspect box contents immediately upon receipt and follow enclosed storage instructions. Damaged or missing materials must be reported within 3 days of delivery.

API cannot bill customer carrier accounts (e.g., UPS, FedEx) for shipping fees. All shipping is arranged and invoiced directly through API or its authorized distributors.

4. Cancellations & Modifications

Requests for order cancellations or modifications must be received in writing at least eight (8) weeks prior to the scheduled shipment date to receive credit towards a future order with API. Credits shall expire 365 days after date of issuance, after which time customer shall have no vested right in any funds associated with the cancelled or modified order. The Annual Enrollment Fee is non-refundable notwithstanding an order cancellation or modification.

5. Partial Year Orders

Except for the Annual Enrollment Fee, pricing will be prorated for orders placed after the first shipment of the program year.

6. International & Non-Continental U.S. Orders

For most international orders, API authorized distributors are responsible for shipping and local compliance. API ships internationally and to non-continental U.S. locations only in limited cases

where no distributor arrangement exists. In such cases, customers are responsible for securing all required import permits and for paying any associated duties, taxes, or additional shipping charges.

7. Regulatory Compliance

API PT programs are designed to meet CLIA, CAP, COLA, TJC and ISO 15189 requirements. Results may be reported to regulatory or accrediting bodies where required by law.

To comply with CLIA and protect the integrity of the proficiency testing process, participants agree not to share PT materials or results outside of their laboratory until after the due date for reporting results.

8. Confidentiality

Participant information and performance are confidential and will only be released to the participant and authorized agencies or consultants.

9. Safety & Handling

PT materials should be handled using universal precautions as if potentially infectious. Participants are responsible for proper storage, use, and disposal in accordance with CDC/OSHA biosafety guidelines.

In the event of a suspected exposure, customers should immediately contact API Technical Support at 800-333-0958 for guidance.

10. Customer Responsibilities

Customers are responsible for timely result submission, compliance with all applicable regulations, proper handling/storage of materials, and obtaining any required import permits.

Customers are also responsible for promptly notifying API of any changes to contact information, shipping addresses, or laboratory closures (including holidays or vacations) that may affect timely delivery of PT shipments.