

NTS LABS, LLC
GENERAL TERMS AND CONDITIONS
3176 7HUPV DQG & RQGLWLRQV'

1. CONTRACT FORMATION AND ACCEPTANCE:

- (a) 7KH 36HOOHU' LQ WKLV FRQWUDFW IRU WKH SXUFKDVH DQG VDOH
7KH 3%X\HU' LV QDPHG RQ WKH 6HOOHU' V RIIHU WR VHOO KHUHLQ
DUH FROOHFWLYHO\ KHUHLQ WKHU 3DUW 4KHU' IRU DVFHSHUVDQFH\ RW WH
FUHDWHV Dà y. 'a"è ò ñ ...V =^s!W,G"•X†xè ó è ^ wŽ†è#z^Ø~ è# #£'Š2Gã'ã">œ†èØ|è#z•XrN^"~

LLC,

General Terms and Conditions, (2) the Quotation, (3) the Seller accepted Order, (4) any separate Non-disclosure Agreement. All other prior agreements are hereby made null and void.

- (b) \$GGLWLRQDO RU GLIIHULQJ WHUPV RU FRQGLWLRQV SURSRVHG E\ E
attachments thereto are hereby objected to by Seller and shall have no effect unless expressly accepted in writing by Seller. No acceptance or acknowledgement, even if in writing and signed by the Seller, or modification or waiver of these terms and conditions or the Order shall bind Seller or Buyer u

in substantial quantities in the commercial marketplace; (ii) valid only for the purpose of the Quotation. All pricing details are budgetary in nature and may not be utilized as a basis for pricing similar, repeat, or subsequent orders. The prices for the Services include the provision of Report(s), as defined herein below, and include one (1) revision; additional revisions will be separately priced. Freight related charges are not included in the pricing, unless otherwise specified in the Quotation. All prices quoted are exclusive of taxes, unless otherwise specified in the Quotation. Buyer agrees that all taxes, interest and penalties thereon, if any, relating to the services performed or the goods produced or sold hereunder, excluding taxes based upon the

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the hazard, and Buyer agrees to provide a full waiver RI DOO OLDEL0LW\ IRU DQ\ GDPDJH
Property, if so requested by Seller.

(g) 1 RWKLQJ VWDWHG KHUHLQ VKDOO OLPLW WKH %X\HU¶V RWKHU UL
in equity.

5. TOOLING AND SETUPS:

Where applicable, tooling and setups quoted by Seller reflect costs and special designs to adapt

LIMITED WARRANTY SET FORTH HEREIN OR BREACH OF ANY OTHER OBLIGATION UNDER THIS SECTION 6.

- (c) Where applicable, tooling and setups quoted by Seller reflect costs and special designs to adapt the property of the Seller, except where the fixtures, tooling, drawings, design and related data are specifically identified as deliverable items in the accepted Order.
- (d) Seller may incorporate proprietary information, intellectual property or trade secrets of the Seller in such deliverable items or data. Where such information is incorporated into deliverable items, Buyer shall protect such items or data in accordance with the confidentiality provisions of these terms and conditions rendering the same degree of care as Buyer uses to protect its own confidential information, but no less than a reasonable degree of care.

7. SCHEDULES:

and materials. Firm schedules will be acknowledged by the Seller from time to time. Due to the uncertain nature of testing services, ALL WORK SCHEDULE DATES AND TEST DURATIONS ARE APPROXIMATE and are stated in calendar days. All orders are subject to reschedule due to the possibility of Government priority orders superseding a normal schedule. Performance of services is subject to delays caused by acts of God, labor difficulties, shutdowns, the availability of utilities or materials, equipment breakdown, unforeseen engineering problems, Govern* n BT 0 g 0 G /F2 10eip D,

9. CHANGE ORDERS, INTERRUPTIONS, CANCELLATIONS AND TERMINATIONS:

(a)

twenty-four (24) hours of that scheduled test date, then Buyer will be charged one hundred percent (100%) of the total quoted price

Regardless of claim, form or theory of law applied, Seller shall not be liable for loss, damage or GHVWUXFWLRQ RI %X\HU¶V 3URSHUW\ FDXVHG PA XWHKH¶ D GPULRSLHUWV or associated activities, except for, and only in proportion to the extent such loss is caused by or results from the negligence or willful misconduct of the Seller, nor shall Seller be liable for any loss, damage or destruction due to WKH DFFLGHQWDO PDOIXQFWLRQ RI WKH 6HOC VKDOO QRW EH OLDEOH IRU PDLQWHQDQFH ORVV GDPDJH RU GHV 6HOOHU¶V SUHPLVHV LQFOXGLQJ GXULQJ VWRUDJH SUHSDUDWL R excep W ZKHUH 6HOOHU DFWHG ZLWK QHJOLJHQFH RU ZLOOIXO PLVFR &RPPHUFDO 3URSHUW\ QVXUDQFH IRU ORVV GDPDJH GHVWUXFW FODLPV UHODWLQJ WR ORVV GDPDJH City, regardless of claim, form or theory of law applied, shall be strictly limited to the lesser of the (i) WKH YDOXH RI %X\HU¶V property; (ii) the cost of the Services performed on the damaged or destroyed property pursuant to the Contract; (iii) the amoun W RI UHLPEXUVHPHQW IURP 6HOOHU¶V LQVXUDQFH replacement value as defined in DFARS 211.274-3.. The Buyer acknowledges and expressly agrees that, subject to this subsection, where the Contract specifies that the Services include non-destructive testing of the Sample, the performance of the Services may damage or destroy any and all Samples and any other materials or property delivered by Buyer to the Seller in relation to the Contract. Furthermore, under no circumstances will the Seller be responsible for any additional costs or damages, including consequential, special, indirect, or incidental damages and LQGLUHFV FRVWV RU ORVVHV UHVXOWLQJ IURP GHVWUXFWLRQ RU

- (d) Service Warranty 6HOOHU ZDUUDQWLW FKHVWURKYL GHG KHUHXQGHU VKDOO specifications and express warranties set forth in these terms and conditions and the accepted Order, and that at the time of delivery: (i) Seller shall have the right to perform such Services; (ii) the Services and any resulting Report or other deliverable shall be delivered upon due payment, free of encumbrances. Services performed by Seller will be performed in a professional and workman-like manner exercising a reasonable degree of care consistent with testing services industry standard practice. Seller will modify or correct any such Services that have not been so performed if written notice of any such failure is given to Seller within one-hundred eighty (180) calendar days of the date of delivery of an \ ILQDO GHOLYHUDEOH IRU VXFK 6HUYLEFH 3HULRG´ 1R FODLP RI DQ\ NLQG ZLWK UHVSHFW WR WKH FRQIRUP specifications (including any exceptions or waivers), whether or not based on negligence, warranty, strict OLDELOLW\ RU DQ\ RWKHU WKHRU\ RI ODZ ZLOO EH JUHD nonconforming Services in respect to which such claim is made. Seller shall be provided ample opportunity to re-perform the Services at its expense in the event of a warranty claim. If the Seller is unable to re-perform the services, Buyer and Seller shall mutually agree upon an equitable

ALL CIRCUMSTANCES BE LIMITED TO THE GREATER OF (i) US\$5,000 OR (ii) THE CONSIDERATION FOR THE SERVICES PAYABLE EACH CALENDAR YEAR UNDER THE CONTRACT THAT ARE SUBJECT TO THE CLAIM. UNDER NO CIRCUMSTANCE SHALL ONE PARTY HAS LIABILITY. Save in the case of fraud or fraudulent concealment by the Seller, the Seller shall be under no liability in respect of any claim under the Contract and any such claim shall be wholly barred and unenforceable unless: (i) the Buyer notifies the Seller in detail and in writing of the alleged basis for the claim within two (2) months of the Buyer becoming aware thereof and within one year after the completion of the Services to which the claim relates; and (ii) the Seller is permitted to inspect any and all property with respect to which the Services are provided. The Buyer acknowledges that the above provisions of this Section 10 are reasonable and reflected in the price which would be higher without those provisions and the Buyer will accept such risk and/or insure accordingly. Nothing in these Terms and Conditions limits or excludes the liability of the Buyer incurred by the Buyer to the extent resulting from fraud or fraudulent misrepresentation by the Seller; or (z) any other matter which may not be limited or excluded by law to the extent arising out of the errors or omissions of Seller.

(f) The Buyer agrees to indemnify, keep indemnified and hold harmless the Seller from and against all losses which the Seller may suffer or incur arising out of or as a result of: (i) breach of any law by the Buyer in connection with the performance of the Services; (ii) any claim threatened or made against the Seller by any third Party arising out of the Services or out of any delay in performing or failure to perform the Services (even if such claim is solely or partly attributable to the fault or negligence of the Seller) to the extent such claim is in excess of the Consideration paid for the Services under the Contract that are subject to the claim; or (iii) any claims arising as a result of any misuse or unauthorized use of any Reports issued by the Seller or any Intellectual Property Rights belonging to the Seller (including trade marks) pursuant to this Contract. The Buyer's liability under this indemnity shall be unlimited.

(g) This Section 10 shall survive termination of the Contract.

11. TERMS OF PAYMENT:

(a) The Buyer shall pay the Seller the charges set out in the Quotation, if applicable, or as otherwise agreed otherwise in writing. The Seller may issue invoices in respect of Services upon completion of Services, in which case, the Seller will invoice for that proportion of the total consideration for the Services performed under the Contract; or in a manner otherwise specified in the Quotation, including individual lines on the Quotation, or order confirmation. Where credit terms are extended by

- (b) Unless otherwise required by law, if a petition is brought by or against Buyer under any present or future bankruptcy or insolvency laws seeking any reorganization, arrangement, readjustment, liquidation, dissolution or similar relief with respect to Buyer, or if Buyer shall make any assignment for the benefit of creditors, or if a receiver is appointed for Buyer, or if Buyer shall fail to make payments in accordance with these terms and conditions, or if in Seller

this Section 14, provided that the Data Processor notifies the Data Controller of the identity of such sub-processors and any change to them; and

- (viii) cease Processing the Personal Data within ninety (90) days upon the termina and

approvals or consents, the parties agree to assist each other in completing the relevant end user certificates or other such approvals or consents and the Buyer undertakes to conform to and apply the terms of such, end user certificates, Export Control Licenses or restrictions.

- (ii) The Buyer represents and warrants that it shall inform the Seller in writing, prior to the Seller carrying out any Service, of any applicable import or export restrictions that may

24. ELECTRONIC SIGNATURE VALID:

The parties agree that the contract between the Buyer and Seller may be executed: (i) pursuant to the process set forth in the Electronic Signatures in Global and National Commerce Act (15 U.S.C. §§ 806 & 807) and the Uniform Electronic Transactions Act (UETA) (9 U.S.C. §§ 101-106); all counterparts shall collectively constitute a single agreement. A legible facsimile or certified digital signature that can be authenticated will constitute an original and binding signature of a Party.