

NATIONAL CALIBRATION, INC.

Standard Terms and Conditions

These Standard Terms and Conditions apply only to services that National Calibration, Inc. (“NCI”) agrees to perform for its customer (“Customer”) under a service order or other written agreement mutually executed or otherwise expressly accepted in writing by NCI and Customer. Together with that document, these Standard Terms and Conditions form the agreement between the Parties (the “Agreement”).

Any quotation, estimate, or pricing communication issued by NCI is non-binding and for discussion purposes only unless incorporated into a separate written agreement mutually executed by NCI and Customer. NCI may withdraw, reject, or revise any quotation, estimate, scope, schedule, or proposed pricing at any time before such mutual execution or written acceptance by NCI.

1. Services

NCI will provide the calibration, adjustment, maintenance, and repair services described in the applicable written agreement or service order (the “Services”) for the instruments, devices, tools, or other items submitted by Customer or made available by Customer for service (the “Equipment”).

NCI may offer to facilitate third-party calibration services at an additional cost as agreed upon by the Parties. The provision of any third-party calibration services will be in the sole discretion of NCI.

2. Payment Terms

NCI will invoice Customer based on the applicable written agreement or service order. Unless otherwise stated by NCI in writing, payment is due within thirty (30) days from the invoice date.

NCI may require payment in advance, payment upon completion, or cash-on-delivery (“C.O.D.”) terms for any order, Customer, or account. For any order placed on C.O.D. terms, NCI may withhold release of Reports until payment is received in full. NCI may apply payments received to any open, undisputed invoice.

The fees shown on any service order do not include applicable state or local taxes. Any such taxes will be added to the amount shown on the service order, and Customer agrees to pay them.

In addition to service fees, Customer is responsible for applicable freight, shipping, handling, insurance, approved repair costs, third-party service costs, expedited service charges, cancellation charges, storage charges, and other charges identified in the applicable written agreement or service order.

If Customer cancels on-site Services within seventy-two (72) hours of the scheduled service time, Customer will be charged a cancellation fee equal to seventy-five percent (75%) of the quoted price.

Amounts not paid when due, other than amounts disputed by Customer in good faith and identified in writing within fifteen (15) days after invoice date, may accrue a late charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less. Customer is also responsible for reasonable collection costs, including attorneys’ fees and costs, to the extent permitted by law, for collection of past-due undisputed amounts.

If Customer has any undisputed past-due amount, NCI may suspend Services, decline to schedule additional work, withhold

release of Reports, suspend access to online records or portals, and exercise any rights it may have under applicable law with respect to Equipment in its possession.

3. Reports License; Ownership; Permitted Use

“Reports” means calibration certificates, maintenance records, repair records, service records, data packages, and other written or electronic deliverables issued by NCI in connection with the Services.

Unless otherwise agreed in writing, NCI will provide the documentation customarily issued for the Services performed, which may include “as found” and “as left” data, service records, and calibration certificates or other Reports, as applicable.

Reports will be released only in accordance with the payment terms applicable to the order or account. NCI may deliver Reports on a C.O.D. basis, may withhold Reports for unpaid or past-due accounts, and may suspend authorization to use previously issued or previously accessible Reports for nonpayment.

Upon full payment, Customer receives a limited license to use the complete, authorized Report for Customer’s internal purposes subject to the restrictions described herein. Customer does not purchase ownership of the Report or NCI’s methods, data, records, or work product.

Any Report that is unpaid, withheld, or suspended due to nonpayment may not be used, distributed, submitted, cited, relied upon, or referenced by Customer or any third party for any audit, regulatory, compliance, quality, accreditation, or certification purpose, including any representation concerning measurement traceability, calibration status, conformance, or fitness for use. Reliance on any withheld or suspended Report is unauthorized and may result in liability.

Reports are prepared solely for Customer and only with respect to the specific Equipment, conditions, and scope of Services identified by NCI. No third party may rely on any Report without NCI’s prior written consent. Reports may not be altered, excerpted, or used in a misleading manner, and may be reproduced only in full.

Any notification by NCI, separate from its Reports, that Customer’s Equipment was found to be out-of-tolerance is provided as a courtesy only, is not within NCI’s scope of Services, and may not be relied upon by Customer.

Reports relate only to the date of issue and only for the condition of the Equipment as observed or tested by NCI at the time of service. NCI is not responsible for subsequent changes in condition, handling, use, environment, damage, drift, or modification after completion of the Services.

4. Performance of Services

Unless otherwise stated in the calibration certificate, calibration acceptance is based on a simple acceptance decision rule using the manufacturer’s stated specification without guard banding for measurement uncertainty.

NCI may make Reports or service data available through an online portal or electronic system. Any such access is limited, non-exclusive, revocable, and subject to Customer’s compliance with this Agreement and any applicable portal terms.

NCI may decline or discontinue Services for Equipment that NCI reasonably determines is unsafe, unsuitable, contaminated,

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inaccessible, not serviceable, or outside NCI's capabilities.

If Services are performed at Customer's location, Customer will provide safe access to the site and Equipment, adequate workspace, appropriate utilities, and environmental conditions reasonably necessary for NCI to perform the Services. If site conditions are unsafe or materially different from those communicated to NCI, NCI may suspend work and invoice Customer for resulting downtime, mobilization, remobilization, or other reasonable costs.

If Services are performed at an NCI laboratory, Customer is responsible for proper packaging of Equipment and for inbound freight, shipping, insurance, and related costs unless otherwise stated in writing. Unless otherwise requested and paid for by Customer, return shipment will be made using NCI's standard shipping method, at Customer's expense and risk, to the address designated by Customer.

If NCI determines that Equipment requires repair beyond the original scope, NCI may notify Customer and, if requested by Customer and accepted by NCI, perform the additional repair work at NCI's then-current rates or the rates stated in a revised written agreement or service order. Additional parts, labor, subcontractor charges, and shipping costs will be charged to Customer.

5. Warranty

NCI WARRANTS THAT SERVICES WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER CONSISTENT WITH GENERALLY ACCEPTED INDUSTRY PRACTICE. CUSTOMER MUST NOTIFY NCI IN WRITING OF ANY CLAIMED NONCONFORMING SERVICE WITHIN THIRTY (30) DAYS AFTER THE EARLIER OF COMPLETION OF THE APPLICABLE SERVICES, ISSUANCE OF THE APPLICABLE REPORT, OR RETURN OF THE APPLICABLE EQUIPMENT. CUSTOMER WILL PRESERVE THE RELEVANT CONDITION FOR REASONABLE INSPECTION BY NCI TO THE EXTENT PRACTICABLE. IF NCI DETERMINES, AFTER REASONABLE REVIEW, THAT THE SERVICES DID NOT CONFORM TO THIS WARRANTY, NCI WILL REPERFORM THE NONCONFORMING SERVICES AT NO ADDITIONAL CHARGE. THIS REPERFORMANCE IS CUSTOMER'S EXCLUSIVE REMEDY FOR A BREACH OF THIS WARRANTY. EXCEPT FOR THE EXPRESS WARRANTY STATED IN THIS SECTION, NCI DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST REVENUE, LOSS OF USE, LOSS OF PRODUCTION, LOSS OF PRODUCT, COSTS OF RECALLING OR REWORKING GOODS, LOSS OF DATA, COST OF SUBSTITUTE SERVICES, OR BUSINESS INTERRUPTION, ARISING OUT OF OR RELATED TO THIS AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NCI'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO ANY CLAIM, SERVICE ORDER, OR SERIES OF RELATED SERVICES WILL NOT EXCEED THE LESSER OF FIFTY THOUSAND DOLLARS (\$50,000) OR THE AMOUNTS PAID TO NCI FOR THE SPECIFIC ORDER GIVING RISE TO THE CLAIM.

7. Equipment; Risk of Loss; Storage

Customer represents that it has the right to submit the Equipment for Services and will identify any special handling

requirements, hazards, contamination issues, or export restrictions before shipment or service.

Risk of loss to Equipment in transit to NCI remains with Customer. Risk of loss for return shipments passes to Customer when NCI delivers the Equipment to the carrier, unless otherwise required by law or agreed in writing.

NCI will use reasonable care while Equipment is in its possession but is not an insurer of the Equipment.

If Customer does not provide return instructions, does not pay applicable charges, or does not take return delivery of Equipment within a reasonable time after notice, NCI may charge reasonable storage fees and exercise any rights available under applicable law.

8. Suspension and Termination

NCI may suspend Services, withhold Reports, suspend portal access, decline to schedule additional work, or take other reasonable protective action if Customer fails to pay undisputed amounts when due, fails to provide safe or workable service conditions, or otherwise materially interferes with performance.

Either Party may terminate an order for material breach if the other Party fails to cure the breach within thirty (30) days after written notice.

Either Party may also terminate an order for convenience upon ten (10) days' written notice. If Customer terminates for convenience, Customer will pay NCI for Services performed, work in process, non-cancellable commitments, freight, mobilization, demobilization, and other reasonable wind-down costs incurred through the termination date.

This Agreement will continue to apply to the extent necessary to enforce accrued payment obligations and rights or restrictions relating to unpaid, withheld, or suspended Reports, and to govern provisions that by their nature survive, including permitted use, warranty disclaimers, limitations of liability, and governing law pursuant to sections 3, 5, 6 and 9.

9. General Provisions

The Parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, employment, fiduciary, or agency relationship between them.

No waiver of any breach of this Agreement will be considered a waiver of any other or future breach.

If any provision of this Agreement is held unenforceable, the remaining provisions will remain in effect to the fullest extent permitted by law.

This Agreement is governed by the laws of the State of Arizona, without regard to conflict-of-laws principles. Any dispute arising out of or relating to this Agreement will be brought in the state or federal courts located in Arizona, and each Party consents to that jurisdiction and venue.

This Agreement, together with the applicable written agreement or service order accepted by NCI, is the complete agreement between the Parties regarding the Services and supersedes prior proposals, discussions, and agreements on that subject. No purchase order or other document issued by Customer modifies this Agreement unless NCI expressly agrees in writing.