

GENERAL CONDITIONS OF SERVICE CONTRACT

Century Calibration, LLC

1. **DEFINITIONS:** (a) "Contract" shall mean this General Conditions of Service Contract (b) "Company" means Century Calibration, LLC (c) "Purchaser" means the person(s), company or firm for whom Company is performing Services and (d) "Services" mean all services, test reports, test results, test data, materials, and other testing and labor of kind to be supplied by Company, pursuant to this Contract (e) "Goods" shall mean any item sold by Company to Purchaser that is not included in the definition of Services.
2. **ACCEPTANCE:** Purchaser's agreement to the terms and conditions hereof may be express or implied, either by written acceptance or by Purchaser's failure to object to the terms and conditions prior to the start of the Services. This Contract, along with Company's quote, contains the complete, exclusive and binding statement of the terms and conditions governing the Services provided by Company whether previously agreed to orally or in writing. No addition to or any modification of any of these terms and conditions will be effective unless agreed to in writing and signed by Company.
3. **PRICE:** The price for the Services shall be as set forth in a written quotation provided by Company, or if no written quote is provided, then the price shall be based upon Company's then-current pricing schedule.
4. **PAYMENT:** If credit is extended to Purchaser (which may be withheld in the sole discretion of Company), Payment will be made in U.S. funds within net thirty (30) days of the date of Company's invoice. Otherwise, payment must be pre-paid. Punctual payment is of the essence.
5. **INDEPENDENT CONTRACTOR:** The Company will perform Services as an Independent Contractor and will have complete control and be responsible for all Services conducted or performed by Company. Neither Company nor any of its employees will be deemed to be Purchaser's servants, employees, agents, partners, affiliates or joint venturers.
6. **MODIFICATIONS:** Any alteration(s) by the Purchaser in design, quantity, testing requirement(s) or specification(s) or any delays in the Services due to Purchaser's instruction or lack of instruction may involve an adjustment to the price and/or to the delivery time if Company's costs or schedule in carrying out the Services is thereby affected.
7. **VALIDATION:** If the method used to perform the Services is a Purchaser-provided non-standard test method, Company does not assume any responsibility for validation of the method or for the results of the Services.
8. **DEFAULT:** If Purchaser defaults on any payment(s), files for bankruptcy, enters into liquidation, or suffers a court receiver to be appointed, Company may, at any time thereafter, without prejudice to any other remedy, suspend or cancel the Contract without prior notice. Notwithstanding any suspension or cancellation, Purchaser remains obligated to pay Company for the Services rendered prior to such suspension or cancellation. If payment is not made as provided in paragraph 4, Purchaser shall be in default, and shall thereby waive the right to assert against Company any warranties or remedies provided herein. Company shall also be entitled to recover all collection fees, legal fees, expenses, administrative costs, and court costs associated with its efforts to collect payment of invoice(s) that are not paid within thirty (30) days, as well as interest on the outstanding balance at a rate of 1.5% per month. In the event of non-payment, Purchaser agrees to immediately cease and desist any and all use of the unpaid Services and return to Company all intangible and tangible forms thereof, including all originals and copies. Company shall be entitled to specific performance of the foregoing sentence.
9. **INSPECTION AND ACCEPTANCE OF SERVICES:** If Purchaser requires any inspection or testing of the Services prior to completion thereof (other than Company's standard plant inspection and testing), Company shall carry out such tests and inspections or provide the facilities for the same, but such inspections or tests shall be paid for by Purchaser as an extra charge. To the extent that Company is to provide testing services at a test site other than a Company office, Purchaser shall inspect the test results and notify Company of any defects in the performance of such tests prior to the time Company demobilizes from the test site. To the extent Company provides testing services at a Company office, Purchaser shall inspect the test results and notify company of any defects in the performance of such tests prior to the time Company ships the tested material back to Purchaser.
10. **TIME:** When time for delivery or completion is specified, Company will make every effort to adhere thereto, but Company assumes no liability whatsoever for Purchaser caused delays in delivery or completion of Services, whether delays are foreseeable or unforeseeable.
11. **WARRANTY:**
 - a. **Services Warranty:** Company warrants that its Services will be in accordance with the designated testing standard(s), or if none specified, industry accepted testing standard(s). If, within the 30 day period after completion of Services, Purchaser notifies Company in writing that Services are non-conforming, Company will re-perform the Services at no cost to Purchaser. Such re-performance shall be Company's sole liability for the non-conforming Services, with no liability for damages arising therefrom, including but not limited to special, indirect, consequential, incidental, punitive, statutory or other damages. Company's warranty does not include the effects of improper operation, improper handling, accidents, improper storage, improper use and improper maintenance or repair not attributable to Company. In no event shall Company be responsible for costs or losses arising from accessing, retrieving or removing non-conforming Services, or reinstalling repaired or replacement Services. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR

PURPOSE OR USE EVEN IF SUCH PURPOSE OR USE IS DISCLOSED.

- b. Goods Warranty:** Company is not a manufacturer and thus the warranty of any Goods sold to Purchaser shall be limited to the factory warranty, if any, extended by the manufacturer of the Goods. Company does not make, and hereby disclaims, any other warranty and is providing such Goods, and Purchaser is accepting such Goods, in their AS IS condition. Use of the Goods is at Purchaser's sole risk. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY INCLUDING WARRANTIES OF TITLE, OF NONINFRINGEMENT OF THIRD PARTY RIGHTS, AND ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE EVEN IF SUCH PURPOSE OR USE IS DISCLOSED.
- c. Disclaimer:** In the event any property is lost or stolen while in the sole custody of Company, Company shall only be liable for the price of the Service. Company shall not be liable for any alteration performed by Purchaser on any repairs, motors, or new sale items, or any malfunctions, product loss or time/or profit loss incurred by Purchaser which is due in whole or in part to such alteration.
- Purchaser agrees that Company shall in no event be responsible for any special, direct, indirect, incidental, exemplary, or consequential damages, expenses, business interruption, lost profits, savings, business information, or any other damages arising out of any repair Services, on-site services, or remanufactured goods.
12. **FORCE MAJEURE:** Except to the extent that Purchaser must continue to make payments when due, neither Purchaser nor Seller shall be liable to the other for any delay in delivery or failure to deliver the Services as a result of any unforeseeable cause beyond the either party's control including but not limited to; fires, floods, pandemics, labor strikes, other labor disputes or unrests, accidents to machinery, acts of sabotage, riots, precedence or priorities granted at the request of or for the benefit, directly, or indirectly, of the federal or any state government or any subdivision or agency thereof, delay in transportation or the lack of transportation facilities, restrictions imposed by federal, state or other governmental registration or rules or regulations thereof.
13. **INDEMNIFICATION:** To the fullest extent permitted by law, Purchaser agrees to defend, indemnify, and hold harmless Company, its employees, officers, directors, agents and affiliates from and against any and all actions, actual or threatened third party claims, demands, liens or claims of lien, lawsuits, and liabilities of any and all kind in nature ("Claims") including court costs, expenses, and reasonable attorneys' fees arising out of or related in any way to the Services provided by Company hereunder, except that Purchaser shall not be required to indemnify Company to the extent the Claim was caused by the sole negligence of Company. Should Company provide Purchaser with inspection reports or test documents, Purchaser shall not reproduce the report or test document except in full without express permission from Company, and shall not use the report in any way, that will or could be detrimental to Company.
14. **GOVERNING LAW AND JURISDICTION:** This Contract and the Services performed by Company thereunder will be governed by and construed in accordance with the laws of the State of Indiana. Company and Purchaser consent to personal jurisdiction in the State of Indiana, County of Allen, and voluntarily submit to the jurisdiction of such courts in any action or proceeding with respect to this agreement, including the federal district courts serving such County.
15. **INTELLECTUAL PROPERTY:** Company will maintain all of its current or future Intellectual Property ownership, rights, title and interests it uses or provides in the Services at all times. If the Services sold hereunder are prepared according to Purchaser's specifications, Purchaser shall indemnify Company against any and all actual or threatened claims or liability for any legal complaint, intellectual property infringement on account of such Services performed by Company.
16. **LIMITATION OF LIABILITY:** (i) Company is neither an insurer nor guarantor and disclaims any and all liability of any kind in such capacity. Purchaser seeking a guarantee against any loss or damage should obtain appropriate insurance. (ii) Company shall not be liable for any delayed, partial or total non-performance of the Services arising directly or indirectly from failure by Purchaser to comply with any of its obligations hereunder (iii) The liability of Company in respect to any claim for any loss, damage or expense of any nature and howsoever arising shall in no circumstances exceed a total aggregate sum equal to 5 times the amount of the fees paid in respect of the specific Service which gives rise to such claim or \$10,000 USD (or its equivalent in local currency), whichever is the lesser (iv) Company shall have no liability for any special, indirect, incidental, punitive, statutory or consequential loss or damage including without limitation loss of profits, loss of business, loss of opportunity, and loss of goodwill and cost of product recall. Company shall further have no liability for any loss, damage or expenses arising from any and all actual or threatened claims of any third party (including, without limitation, product liability claims) that may be incurred by the Purchaser (v) In the event of any Claim, Purchaser must give written notice to Company within thirty (30) days of discovery of the facts alleged to justify such Claim, and in any case, Company shall be discharged from any and all actual or threatened liability claims for loss, damage or expense unless suit is brought within one (1) year from either (1) the date of performance by Company of the Service which gives rise to the claim; or (2) the date when the Service should have been completed in the event of any alleged non-performance.
17. **TERMINATION:** Either party may terminate this Contract at any time, with or without cause, by providing not less than ten (10) days advance written notice to the other party. Company may terminate this contract immediately in writing if Purchaser becomes insolvent, enters bankruptcy, receivership, or other like proceeding (voluntary or involuntary) or makes an assignment for the benefit of creditors. Purchaser shall compensate Company for all Services performed hereunder through

the date of any termination and all reasonable costs and expenses incurred by Company in effecting the termination, including non-cancelable commitments and demobilization costs.

18. **CONFIDENTIAL INFORMATION:** Any non-public drawings, designs, specifications, samples, know-how, processes, plans or other similar items or other technical, commercial, or financial information relating to either party's business and which is clearly marked as "Proprietary" or "Confidential" (collectively "Confidential Information") which the other party may obtain or which a party may in any way disclose to the other party in connection with or related to the performance of the Services, shall be deemed to be confidential and the receiving party shall not use the Confidential Information for its own purposes (other than for the performance of the Services), and shall not disclose the Confidential Information to any person or firm, other than those that may be specifically authorized by the disclosing party in writing. Upon completion or termination of this contract, the receiving party shall return all Confidential Information to the disclosing party, except that the receiving party may retain one (1) copy of all Confidential Information for legal and quality archival purposes, which shall be treated as confidential until its destruction after a period of seven (7) years (or ten (10) years for nuclear related Confidential Information). Purchaser is strictly prohibited from using Company name or image in any advertising or publicity, including social media without Company's implied written consent.
19. **ASSIGNMENT AND SUBCONTRACTING:** Purchaser may not assign the Contract without the implied written consent of the Company. If assigned without prior consent, Section 17 will apply. Company may assign or subcontract any or all of the Services to be provided hereunder to any of its wholly-owned subsidiaries or affiliates.
20. **NON SOLICITATION:** Throughout the provision of Services and for a period of one-year after completion thereof, Purchaser shall not solicit for employment, directly or indirectly, without prior written consent of Company, any employee of Company who was introduced as part of the Services and who had a material roll in providing such Services, except that Purchaser shall not be prohibited from hiring employees who responded to general public solicitations not specifically targeted at employees of Company.
21. **WAIVER OF REMEDIES:** No failure or delay by Company in exercising its rights or privileges hereunder shall operate as a waiver thereof, nor will it be deemed a waiver of any other covenant or condition.
22. **MISCELLANEOUS:** If any one or more provisions of these terms and conditions are found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
23. **EXPORT CONTROL:** Purchaser certifies its compliance with U.S. export laws and regulations, including but not limited to the Arms Export Control Act of 1976, the International Traffic in Arms Regulation (ITAR) and the Export Administration Regulations (EAR). Purchaser agrees that any export-controlled information provided to Company shall be marked in accordance with the appropriate distribution statements, and will contain the appropriate destruction notices and export control warnings as required.
24. **OFAC CERTIFICATION:** Purchaser represents that (i) neither Purchaser nor any person or entity that directly owns 10% or greater equity interest in it nor any of its officers, directors, or managing members is a person or entity (each, a "Prohibited Person") with whom U.S. Person or entities are restricted from doing business under regulations of the office of Foreign Asset Control ("OFAC") of the Department of the U.S. Treasury (including those named on OFAC's Specifically Designated and Blocked Person List) or under Executive Order 13224 (the "Executive Order") signed on September 23, 2001, and entitled "Blocking Property and Prohibiting Transactions with Persons Who Commit Threaten to Commit, or Support Terrorism", or other governmental action, and (ii) that throughout the term of this Contract, Purchaser shall comply with the Executive Order.
25. **ANTI-BRIBERY:** Purchaser agrees it is in compliance with all applicable Anti-Corruption Laws. No action, suit or proceeding by or before any court, or government agency, authority or body, or any arbitrator or nongovernmental authority involving any Representative with respect to applicable anti-corruption laws is pending or threatened. Purchaser shall promptly notify Company in writing if it becomes aware of facts or information which suggest a breach of the foregoing Anti-Corruption covenants or the Anti-Corruption Laws.
26. **TO THE MAXIMUM EXTENT PERMITTED BY LAW, PURCHASER WAIVES AND RELEASES ANY AND ALL RIGHTS, CLAIMS, DEMANDS OR CAUSES OF ACTION THAT MAY OTHERWISE BE AVAILABLE AT LAW OR IN EQUITY OR GRANTED BY STATUTE TO AVOID OR DISREGARD THE ENTITY FORM OF COMPANY OR OTHERWISE IMPOSE LIABILITY ON ANY PARENT OR AFFILIATE OF COMPANY, WHETHER GRANTED BY STATUTE OR BASED ON THEORIES OF EQUITY, AGENCY, CONTROL, INSTRUMENTALITY, ALTER EGO, DOMINATION, SHAM, SINGLE BUSINESS ENTERPRISE, PIERCING THE CORPORATE VEIL, UNFAIRNESS OR UNDERCAPITALIZATION.**

Company appreciates the opportunity to provide our testing, calibration, inspection or other services requested by purchaser pursuant to this Contract. Services performed outside the scope of Company's accreditation are in compliance with ISO 9001 requirements only.