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Terms & Conditions

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- 1. In the following text, "client' refers to the client for whom this proposal is prepared. "Project' refers to the work to be performed. Acceptance of the proposal in whole or in part, whether written or verbal will constitute de facto acceptance of these terms and conditions.
- 2. The quotation is based on the information provided by the client in regards to the operation and features of equipment that will be submitted for testing. Any changes to the information provided may result in an adjustment to this quotation.
- 3. The quotation does not include taxes, courier, customs broker, electronic fund transfer and shipping charges.
- 4. The estimated time for the completion of the project commences when Ultratech receives all requested test samples and technical information. The client agrees to promptly provide all documentation necessary for the benefit of this project.
- 5. Testing will not commence until the required deposit (50% of the total quoted price plus agency fees) and the client's purchase order is received.
- 6. The final billing will be made after the completion of all tests, the client shall remit the payment within 14 days after the invoice date. The outstanding balance invoice amount shall not be deferred until completion of the report and/or certification because of the delay in submitting the information and documents from the client.
- 7. Please note that failure to remit payment on or by the due date of an invoice will result in the "after the due date" amount being charged. This amount will represent the original cost plus a 10% penalty fur late payment. In addition, interest on delinquent accounts is charged at the rate of 2.5% per month on the "after the due date" amount.
- 8. Services such as report preparation, photographs and certification filing which are not required to be performed due to product non compliance will be automatically terminated by UltraTech. The costs for these services will be deducted from the total quoted price on final billing.
- 9. If the test plan is changed, the pricing will be adjusted accordingly. For example, if there are any tests need to be removed from or added to the initial test plan, the client shall contact Ultratech to revise the quotation before issuing the P.O.
- 10. Should a client representative require access to the testing during non-business hours, he/she shall notify Ultratech in advance so that an appropriate support technician can be assigned.
- 11. Additional services for consultation, modification and/or re-testing due to product non-compliance will be quoted and invoiced separately upon either verbal or written approval of the client.
- 12. Ultratech will not be responsible for equipment lost or damaged in transit to or from Ultratech's testing acilities. It is recommended that the customer take every precaution to ensure that the equipment arrives at the laboratory in good condition. It is further recommended that the equipment be shipped in containers that can be re-used for its return.
- 13. The client will still be responsible for the scheduled testing services at an hourly rate in the event of customer equipment breakdown while it is being tested or in transit, or in the event that the test sample cannot be made available at the time the testing is scheduled for.
- 14. Any equipment or material provided by the client will be disposed of at the end of the project at UItratech's discretion unless the client instructs otherwise. If special measurement or simulation equipment or accessories are required. These must be supplied by the client at his cost.
- 15. The client and its employees shall indemnify and save harmless Ultratech Group of Labs (Ultratech) and its employees from any and all claims, demands, actions and costs which may arise out of any unintentional act or omission of Ultratech or its

employees or agents. The client shall also indemnify and save harmless Ultratech and its employees for any and all claims, demands, or actions arising, from any consequences of a Force Majeure including, but not limited to fire, flood, earthquake, riots, war, declared or undeclared.

- 16. Ultratech's responsibilities are limited to the testing and submission services and Ultratech makes no guarantees, express or implied, that an agency certification will be issued in a specified period of time or if at all.
- 17. Our Terms and Conditions supersede any Terms and Conditions on client's Purchase Order unless authorized in writing by Ultratech.