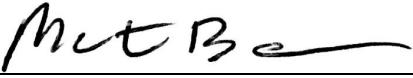
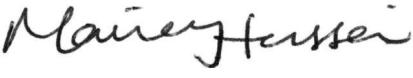




BUREAU
VERITAS

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Test Report

Report No	EK1442-1
Client	UltraClenz, LLC
Address	1440 W. Indiantown Rd. Suite 350 Jupiter, FL 33458
Phone	561-840-8405
Items tested	Gateway Assembly
FCC ID	Z9O-FAS1506
FRN	0021282710
Equipment Type	Security Device Transceiver
Equipment Code	DSR
FCC Rule Parts	47 CFR 15.231(a)
Test Dates	November 8, 2010, December 20-22, 2010, April 12 and 30, 2012
Results	As detailed within this report
Prepared by	 Matthew Burman – Test Engineer
Authorized by	 Mairaj Hussain – EMC Supervisor
Issue Date	June 13, 2012
Conditions of Issue	This Test Report is issued subject to the conditions stated in the 'Conditions of Testing' section on page 14 of this report.

Curtis-Straus LLC is accredited by the American Association for Laboratory Accreditation for the specific scope of accreditation under Certificate Number 1627-01. This report may contain data which is not covered by the A2LA accreditation.



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Form Final Report REV 7-20-07 (DW)



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Summary

This test report supports an application for certification of a transmitter operating pursuant to 47 CFR 15.231(a). The product is the Gateway Assembly. The operating frequency is 433.9MHz. It is powered at 120Vac 60Hz. Line Conducted Emissions was performed.

We found that the product met the requirements without modification. The test sample was received in good condition.

Test Methodology

Testing was performed according to ANSI C63.4-2003 and ANSI C63.10-2009. Radiated emissions were maximized by rotating the device around its three orthogonal axes, as well as varying the test antenna's height and polarity. The EUT's antenna was maximized separately.

Frequency range investigated: 0.15MHz – 4.5GHz

Measurement distance: 30-4500MHz 3m
0.15-30MHz Conductive

Release Control Record

Issue No. Reason for change
1 Original Release

Date Issued



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Product Tested - Configuration Documentation

Test Results

Fundamental Emission LIMIT

<i>Fundamental Frequency</i>	<i>Field Strength of Fundamental (microvolts/meter)</i>	<i>Field Strength of Spurious Emission (microvolts/meter)</i>
260-470MHz	3,750 to 12,500	375 to 1,250
[15.231(a)]		

Average Limit[dB μ V/m] = 20log(41.6667(F[in MHz]) – 7083.3333) @ 3m

Example Calculation: 20log(41.6667(433.9) – 7083.3333) = **80.8dB μ V/m @ 3m**

MEASUREMENT

Radiated Fundamental Emissions Table

Date: 08-Nov-10	Company: UltraClenz	Work Order: K1442								
Engineer: Evan Gould	EUT Desc: WINET Gateway	EUT Operating Voltage/Frequency: 120Vac 60Hz								
Temp: 24.2°C	Humidity: 22%	Pressure: 990mBar								
Frequency Range: 30-1000MHz		Measurement Distance: 3 m								
Notes: Worst case 100ms duty cycle = 2% DCCF = -33.9										
Antenna Polarization (H / V)	Frequency (MHz)	Reading (dB μ V)	Preamp Factor (dB)	Antenna Factor (dB)	Cable Factor (dB)	Duty Cycle Factor (dB)	Adjusted Reading (dB μ V/m)	47 CFR 15.231(a)		
								Limit (dB μ V/m)	Margin (dB)	Result (Pass/Fail)
Hpk	433.77	74.2	0.0	16.9	1.2	0.0	92.3	100.8	-8.5	Pass
Hav	433.77	40.3	0.0	16.9	1.2	33.9	58.4	80.8	-22.4	Pass
Table Result: Pass by -8.5 dB			Worst Freq: 433.77 MHz							
Test Site: EMI Chamber 2	Cable 1: Asset #1506		Cable 2: Asset #1508		Cable 3: ---		Analyzer: Gold	Preamp: none	Antenna: Red-White	Preselector: ---

Rev. 11/4/2010	Spectrum Analyzers / Receivers /Preselectors	Range	MN	Mfr	SN	Asset	Cat	Calibration Due
	Gold	100Hz-26.5 GHz	E4407B	Agilent	MY45113816	1284	I	4/9/2011
	Radiated Emissions Sites	FCC Code	IC Code	VCCI Code			Cat	Calibration Due
	EMI Chamber 2	719150	2762A-7	R-3033, G-107			I	2/15/2011
	Antennas	Range	MN	Mfr	SN	Asset	Cat	Calibration Due
	Red-White BiLog	30-2000MHz	JB1	Sunol	A091604-1	1105	I	12/17/2010
	Meteorological Meters	Range	MN	Mfr	SN	Asset	Cat	Calibration Due
	Temp./Humidity/Atm. Pressure Gauge	7400 Perception II	Davis	N/A	965	I	4/6/2011	
	CHAMBER2 Thermohygrometer	35519-044	Control Company	72457639	1347	II		8/18/2011
	Cables	Range	Mfr			Cat	Calibration Due	
	Asset #1506	9kHz - 18GHz	Florida RF			II	8/16/2011	
	Asset #1508	9kHz - 26.5GHz	Florida RF			II	4/20/2011	

All equipment is calibrated using standards traceable to NIST or other nationally recognized calibration standard.



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Bandwidth

LIMIT

"The bandwidth of the emission shall be no wider than 0.25% of the center frequency for devices operating above 70MHz and below 900MHz...Bandwidth is determined at the points 20dB down from the modulated carrier". [15.231(c)]

MEASUREMENTS / RESULTS

20dB Bandwidth								
Date: 22-Dec-10	Company: Ultraclenz		Work Order: K1442					
Engineer: Matthew Burman	EUT Desc: WiNET Gateway		EUT Operating Voltage/Frequency: 120Vac 60Hz		Pressure: 997mBar			
Temp: 19.7°C	Humidity: 23%							
Fundamental: 433.9MHz			Measurement Distance: 3 m					
Notes: Limit = 0.25% of center frequency								
FCC 15.231(c)								
	Frequency (MHz)	Bandwidth (MHz)	Limit (MHz)	Margin (MHz)	Result (Pass/Fail)			
	433.9	0.551883	1.1	-1.1	Pass			
Test Site: 1DCC-OATS-3M-I	Cable 1: EMIR-14		Antenna: Grn-Red					
Analyzer: Rental SA#1	Preamp: none							

Rev: 20-Dec-2010

Spectrum Analyzers / Receivers /Preselectors	Range	MN	Mfr	SN	Asset	Cat	Calibration Due
Rental SA #1 (Brown)	9kHz-26.5GHz	E4407B	Agilent	SG44210511	1510	I	25-Mar-2011
Radiated Emissions Sites	FCC Code	IC Code	VCCI Code			Cat	Calibration Due
1DCC-OATS-3M-I	719150	2762A-8	R-3109			II	7-Jul-2011
Antennas	Range	MN	Mfr	SN	Asset	Cat	Calibration Due
Green-Red BiLog	30-2000MHz	CBL6112B	Chase	2435	990	I	30-Jun-2012
Meteorological Meters		MN	Mfr	SN	Asset	Cat	Calibration Due
Temp./Humidity/Atm. Pressure Gauge 1DCC-OATS-3M-I Thermohygrometer		7400 Perception II 35519-044	Davis Control Company	N/A 72457635	965 1334	I II	6-Apr-2011 18-Aug-2011
Cables	Range	Mfr			Cat	Calibration Due	
REMI-14	9kHz - 2GHz	C-S			II	17-Sep-2011	

All equipment is calibrated using standards traceable to NIST or other nationally recognized calibration standard.



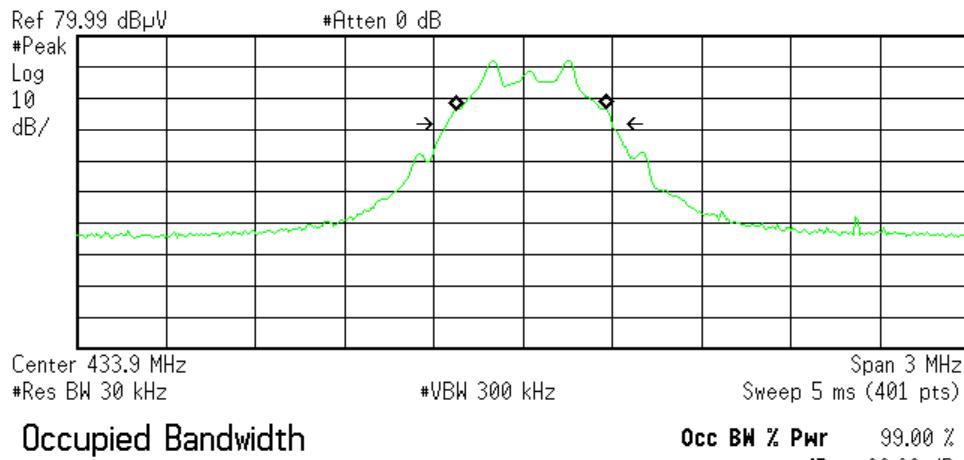
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Agilent 12:38:32 Dec 22, 2010

R T



Transmit Freq Error 24.682 kHz
x dB Bandwidth 551.883 kHz

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Harmonics and Spurious Emissions

LIMIT

Fundamental Frequency		Field Strength of Fundamental (microvolts/meter)	Field Strength of Spurious Emission (microvolts/meter)
260 - 470 MHz		3,750 to 12,500	375 to 1,250
[15.231(a)]			

Average Limit[dB μ V/m] = 20log(41.6667(F[in MHz]) – 7083.3333) – 20 @ 3m

Example Calculation: 20log(41.6667(433.9) – 7083.3333) – 20 = 60.8dB μ V/m @ 3m

MEASUREMENTS

Radiated Emissions Table												
Date: 08-Nov-10	Company: UltraClenz						Work Order: K1442					
Engineer: Evan Gould	EUT Desc: WINET Gateway						EUT Operating Voltage/Frequency: 120Vac 60Hz					
Temp: 24.2°C	Humidity: 22%											
Frequency Range: 30-1000MHz												
Notes: Worst case 100ms duty cycle = 2%					Measurement Distance: 3 m							
DDCF = -33.9												
Antenna Polarization (H / V)	Frequency (MHz)	Reading (dB μ V)	Preamp Factor (dB)	Antenna Factor (dB/m)	Cable Factor (dB)	Adjusted Reading (dB μ V/m)	---					
							Limit (dB μ V/m)	Margin (dB)	Result (Pass/Fail)			
Hpk	867.6	62.7	22.7	22.4	2.0	64.4	---	---	---			
Hav	867.6	28.8	22.7	22.4	2.0	30.5	---	---	---			
Table Result: Pass by -16.4 dB												
Test Site: EMI Chamber 2	Cable 1: Asset #1506			Cable 2: Asset #1508			Cable 3: ---					
Analyzer: Gold	Preamp: Blue			Antenna: Red-White			Preselector: ---					

Rev. 11/4/2010

Spectrum Analyzers / Receivers / Preselectors									
Gold			Range 100Hz-26.5 GHz		MN E4407B	Mfr Agilent	SN MY45113816	Asset 1284	Cat I Calibration Due 4/9/2011
Radiated Emissions Sites EMI Chamber 2			FCC Code 719150		IC Code 2762A-7	VCCI Code R-3033, G-107			Cat I Calibration Due 2/15/2011
Preamps / Couplers Attenuators / Filters Blue			Range 0.009-2000MHz		MN ZFL-1000-LN	Mfr CS	SN N/A	Asset 759	Cat II Calibration Due 4/6/2011
Antennas Red-White Biolog			Range 30-2000MHz		MN JB1	Mfr Sunol	SN A091604-1	Asset 1105	Cat I Calibration Due 12/17/2010
Meteorological Meters Temp./Humidity/Atm. Pressure Gauge CHAMBER2 Thermohygrometer			Range 7400 Perception II 35519-044		MN Davis	Mfr Control Company	SN N/A	Asset 965	Cat I Calibration Due 4/6/2011
Cables Asset #1506 Asset #1508			Range 9kHz - 18GHz 9kHz - 26.5GHz		Mfr Florida RF		SN 72457639	Asset 1347	Cat II Calibration Due 8/16/2011
					Mfr Florida RF				Cat II Calibration Due 4/20/2011

All equipment is calibrated using standards traceable to NIST or other nationally recognized calibration standard.

Radiated Emissions Table												
Date: 08-Nov-10	Company: UltraClenz						Work Order: K1442					
Engineer: Evan Gould	EUT Desc: WINET Gateway						EUT Operating Voltage/Frequency: 120Vac 60Hz					
Temp: 24.2°C	Humidity: 22%											
Frequency Range: 30-1000MHz												
Notes: Non RF emissions					Measurement Distance: 3 m							
Antenna Polarization (H / V)	Frequency (MHz)	Reading (dB μ V)	Preamp Factor (dB)	Antenna Factor (dB/m)	Cable Factor (dB)	Adjusted Reading (dB μ V/m)	---					
							Limit (dB μ V/m)	Margin (dB)	Result (Pass/Fail)			
V	200.0	50.9	22.6	13.3	0.9	42.5	---	---	---			
Table Result: Pass by -11.5 dB												
Test Site: EMI Chamber 2	Cable 1: Asset #1506			Cable 2: Asset #1508			Cable 3: ---					
Analyzer: Gold	Preamp: Blue			Antenna: Red-White			Preselector: ---					



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Rev. 11/4/2010

Spectrum Analyzers / Receivers /Preselectors Gold		Range 100Hz-26.5 GHz	MN E4407B	Mfr Agilent	SN MY45113816	Asset 1284	Cat I	Calibration Due 4/9/2011
Radiated Emissions Sites EMI Chamber 2		FCC Code 719150	IC Code 2762A-7	VCCI Code R-3033, G-107			Cat I	Calibration Due 2/15/2011
Preamps /Couplers Attenuators / Filters Blue		Range 0.009-2000MHz	MN ZFL-1000-LN	Mfr CS	SN N/A	Asset 759	Cat II	Calibration Due 4/6/2011
Antennas Red-White Biolog		Range 30-2000MHz	MN JB1	Mfr Sunol	SN A091604-1	Asset 1105	Cat I	Calibration Due 12/17/2010
Meteorological Meters Temp./Humidity/Atm. Pressure Gauge CHAMBER2 Thermohygrometer			MN 7400 Perception II 35519-044	Mfr Davis Control Company	SN N/A 965 72457639	Asset 1347	Cat I II	Calibration Due 4/6/2011 8/18/2011
Cables Asset #1506 Asset #1508		Range 9kHz - 18GHz 9kHz - 26.5GHz		Mfr Florida RF Florida RF			Cat II II	Calibration Due 8/16/2011 4/20/2011

All equipment is calibrated using standards traceable to NIST or other nationally recognized calibration standard.

Radiated Emissions Table

Date: 20-Dec-10	Company: UltraClenz	Work Order: K1442														
Engineer: Evan Gould	EUT Desc: Gateway	EUT Operating Voltage/Frequency: 120Vac 60Hz														
Temp: 17.3°C	Humidity: 23%	Pressure: 999mBar														
Frequency Range: 1 - 4.5GHz																
Measurement Distance: 3 m																
Notes:																
Antenna Polarization (H / V)	Frequency (MHz)	Peak Reading (dBuV)	Average Reading (dBuV)	Preamp Factor (dB)	Antenna Factor (dBm)	Cable Factor (dB)	Adjusted Peak Reading (dBuV/m)	Adjusted Avg Reading (dBuV/m)	FCC Class B High Frequency - Peak	FCC Class B High Frequency - Average						
V	1735.3	45.3	11.4	20.1	26.4	1.5	53.1	19.2	74.0	-20.9	Pass	54.0	-34.8	Pass		
V	2170.0	41.9	8.0	21.3	27.9	1.4	49.9	16.0	74.0	-24.1	Pass	54.0	-38.0	Pass		
Table Result: Pass		by -20.9 dB						Worst Freq: 1735.3 MHz								
Test Site: 1DCC-OATS-3M-I	Analyzer: Rental SA#1		Cable 1: EMIR-HIGH-21		Cable 2: ---		Antenna: Yellow Horn		Cable 3: ---		Preselector: ---					

Rev: 20-Dec-2010

Spectrum Analyzers / Receivers /Preselectors Rental SA #1 (Brown)		Range 9kHz-26.5GHz	MN E4407B	Mfr Agilent	SN SG44210511	Asset 1510	Cat I	Calibration Due 25-Mar-2011
Radiated Emissions Sites 1DCC-OATS-3M-I		FCC Code 719150	IC Code 2762A-8	VCCI Code R-3109			Cat II	Calibration Due 7-Jul-2011
Preamps /Couplers Attenuators / Filters 1517 HF Preamp		Range 1-18GHz	MN CS	Mfr CS	SN N/A	Asset 1517	Cat II	Calibration Due 1-Jun-2011
Antennas Yellow Horn		Range 1-18GHz	MN 3115	Mfr EMCO	SN 9608-4898	Asset 37	Cat I	Calibration Due 27-May-2011
Meteorological Meters Temp./Humidity/Atm. Pressure Gauge 1DCC-OATS-3M-I Thermohygrometer			MN 7400 Perception II 35519-044	Mfr Davis Control Company	SN N/A 965 72457635	Asset 1334	Cat I II	Calibration Due 6-Apr-2011 18-Aug-2011
Cables REMI-High-21		Range 9kHz - 26.5GHz		Mfr C-S			Cat II	Calibration Due 8-Jan-2011

All equipment is calibrated using standards traceable to NIST or other nationally recognized calibration standard.

Note: 15.231(b)(3) states “*Spurious emissions shall be attenuated to the average...limits shown in this table [15.231(e)] or to the general limits shown in Section 15.209, whichever limit permits a higher field strength.*” Since the emissions above meet the 15.209 limits, those limits are displayed in the data table to show worst case.



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Line Conducted Emissions**LIMITS**

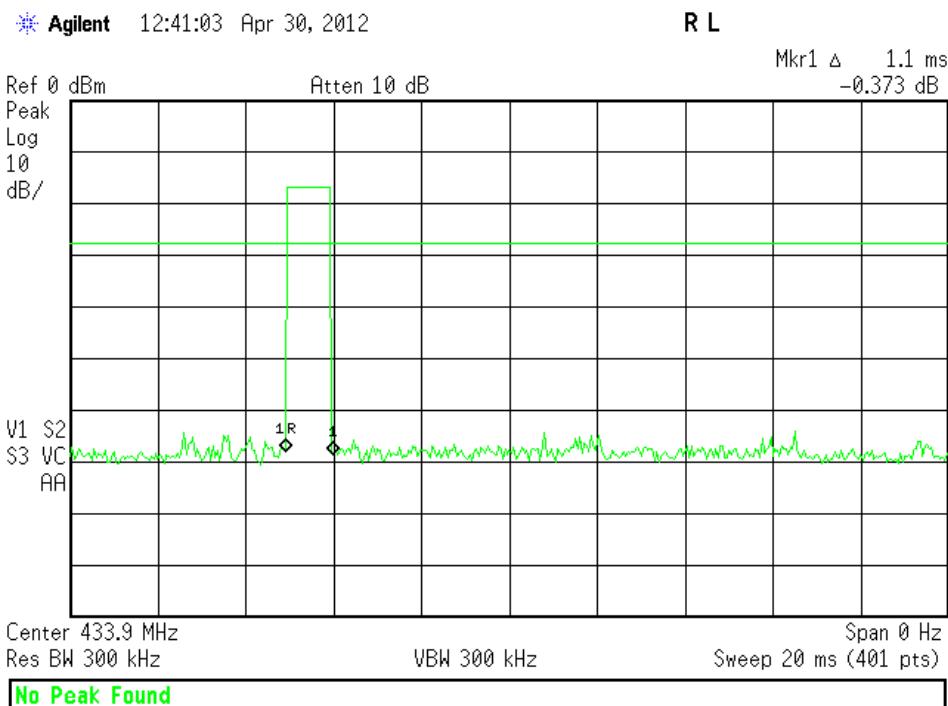
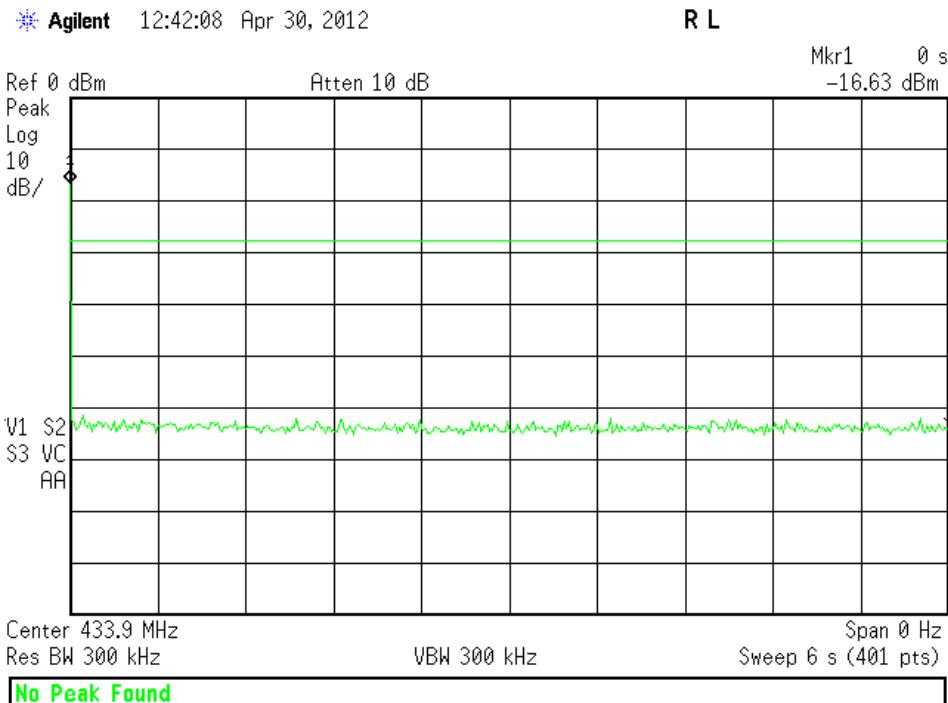
Frequency of emission (MHz)	Quasi-peak limit (dB μ V)	Average limit (dB μ V)
0.15-0.5	66 to 56*	56 to 46*
0.5-5	56	46
5-30	60	50

*Decreases with the logarithm of the frequency.
[47 CFR 15.207(a)]

AC Side of a DC Supply Conducted Emissions

Timing Requirements

"A transmitter activated automatically shall cease transmission within 5 seconds after activation"
15.231(a)(2)

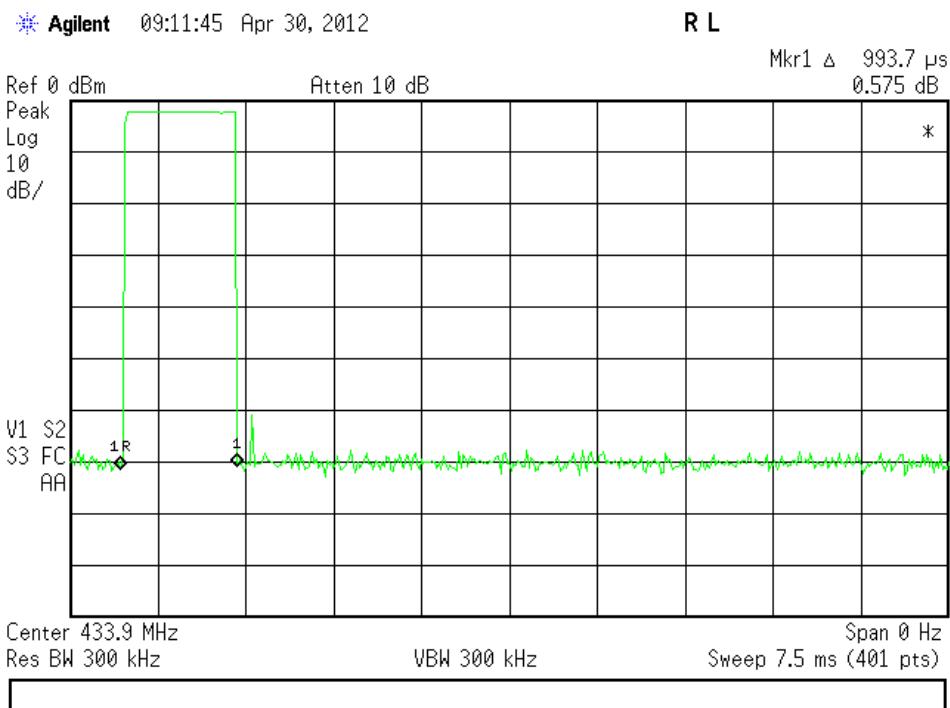


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"Periodic transmissions at regular predetermined intervals are not permitted. However, polling or supervision transmissions, including data, to determine system integrity of transmitters used in security or safety applications are allowed if the total duration of transmissions does not exceed more than two seconds per hour for each transmitter." 15.231(a)(3)

Single polling pulse



During one hour of normal operation, only a single pulse was observed.

The total time for periodic transmission is 993.7us, which is less than the 2 seconds allowed.



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Measurement Uncertainty

The listed uncertainties are the worst case uncertainty for the entire range of measurement. Please note that the uncertainty values are provided for informational purposes only and are not used in determining the PASS/FAIL results.

Measurement	Expanded Uncertainty k=2	Maximum allowable uncertainty
Radiated Emissions (30-1000MHz)		
NIST	5.6dB	N/A
CISPR	4.6dB	5.2dB (Ucispqr)
Radiated Emissions (1-26.5GHz)	4.6dB	N/A
Radiated Emissions (above 26.5GHz)	4.9dB	N/A
Magnetic Radiated Emissions	5.6dB	N/A
Conducted Emissions		
NIST	3.9dB	N/A
CISPR	3.6dB	3.6dB (Ucispqr)
Telco Conducted Emissions (Current)	2.9dB	N/A
Telco Conducted Emissions (Voltage)	4.4dB	N/A
Electrostatic Discharge	11.5%	N/A
Radiated RF Immunity (Uniform Field)	1.6dB	N/A
Electrical Fast Transients	23.1%	N/A
Surge	23.1%	N/A
Conducted RF Immunity	3dB	N/A
Magnetic Immunity	12.8%	N/A
Dips and Interrupts	2.3V	N/A
Harmonics	3.5%	N/A
Flicker	3.5%	N/A
Radio frequency (@ 2.4GHz)	3.23×10^{-8}	1×10^{-7}
RF power, conducted	0.40dB	0.75dB
Maximum frequency deviation:		
• Within 300Hz and 6kHz of audio frequency / Within 6kHz and 25kHz of audio frequency	3.4% 0.3dB	5% 3dB
Adjacent channel power	1.9dB	3dB
Conducted spurious emission of transmitter, valid up to 12.75GHz	2.39dB	3dB
Conducted emission of receivers	1.3dB	3dB
Radiated emission of transmitter, valid up to 26.5GHz	3.9dB	6dB
Radiated emission of transmitter, valid up to 80GHz	3.3dB	6dB
Radiated emission of receiver, valid up to 26.5GHz	3.9dB	6dB
Radiated emission of receiver, valid up to 80GHz	3.3dB	6dB
Humidity	2.37%	5%
Temperature	0.7°C	1.0°C
Time	4.1%	10%
RF Power Density, Conducted	0.4dB	3dB
DC and low frequency voltages	1.3%	3%
Voltage (AC, <10kHz)	1.3%	2%
Voltage (DC)	0.62%	1%
The above reflects a 95% confidence level		



Conditions Of Testing

[Bureau Veritas Consumer Products Services, Inc., a Massachusetts corporation], and/or its affiliates (collectively, the "Company") will conduct, at the request of the Submitter ("Client"), the tests specified on the submitted Test Request Form or equivalent in accordance with, and subject to, the following terms and conditions (collectively, "Conditions"):

1. All orders for tests are subject to acceptance by the Company, and no order will constitute a binding commitment of the Company unless and until such order is accepted by it, as evidenced by the issuance of a written report ("Test Report") by the Company. The Test Report is issued solely by the Company, is intended for the exclusive use of Client and shall not be published, used for advertising purposes, copied or replicated for distribution to any other person or entity or otherwise publicly disclosed without the prior written consent of the Company. By submitting a request for services to the Company, Client consents to the disclosure to accreditation bodies of those records of Client relevant to the accreditation body's assessment of the Company's competence and compliance with relevant accreditation criteria. The Company shall not be liable for any loss or damage whatsoever resulting from the failure of the Company to provide its services within any time period for completion estimated by the Company. If Client anticipates using the Test Report in any legal proceeding, arbitration, dispute resolution forum or other proceeding, it shall so notify the Company prior to submitting the Test Report in such proceeding. The Company has no obligation to provide a fact or expert witness at such proceeding unless the Company agrees in advance to do so for a separate and additional fee.
2. The Test Report will set forth the findings of the Company solely with respect to the test samples identified therein. Unless specifically and expressly indicated in the Test Report, the results set forth in such Test Report are not intended to be indicative or representative of the quality or characteristics of the lot from which a test sample is taken, and Client shall not rely upon the Test Report as being so indicative or representative of the lot or of the tested product in general. The Test Report will reflect the findings of the Company at the time of testing only, and the Company shall have no obligation to update the Test Report after its issuance. The Test Report will set forth the results of the tests performed by the Company based upon the written information provided to the Company. The Test Report will be based solely on the samples and written information submitted to the Company by Client, and the Company shall not be obligated to conduct any independent investigation or inquiry with respect thereto.
3. The Company may, in its sole discretion, destroy samples which have been furnished to the Company for testing and which have not been destroyed in the course of testing. The Company may delegate the performance of all or a portion of the services contemplated hereunder to an affiliate, agent or subcontractor of the Company, and Client consents to such delegation.
4. These Conditions and the Test Report represent the entire understanding of the parties hereto with respect to the subject matter hereof and of the Test Report, and no modification, variance or extrapolation with respect thereto shall be permitted without the prior written consent of the Company.
5. The names, service marks, trademarks and copyrights of the Company and its affiliates, including the names "BUREAU VERITAS," "BUREAU VERITAS CONSUMER PRODUCTS SERVICES," "BVCPS", "MTL", "ACTS", "MTL-ACTS" and CURTIS-STRAUS (collectively, the "Marks") are and shall remain the sole property of the Company or its affiliates and shall not be used by Client except solely to the extent that Client obtains the prior written approval of the Company and then only in the manner prescribed by the Company. Client shall not contest the validity of the Marks or take any action that might impair the value or goodwill associated with the Marks or the image or reputation of the Company or its affiliates.
6. Payment in full shall be due 30 days after the date of invoice. Interest shall be due on overdue amounts from the due date until paid at an interest rate of 1.5% per month or, if less, the maximum rate permitted by law. The Company reserves the right, at any time and from time to time, to revoke any credit extended to Client. Client shall reimburse the Company for any costs it incurs in collecting past due amounts, including court costs and fees and expenses of attorneys and collection agencies. The Test Report may not be used or relied upon by Client if and for so long as Client fails to pay when due any invoice issued by the Company or any affiliate of it to Client or any affiliate or subsidiary of Client together with interest and penalties, if any, accrued thereon.
7. The Company disclaims any and all responsibility or liability arising out of or in connection with e-mail transmissions of such information.
8. Client understands and agrees that the Company is neither an insurer nor a guarantor, that the Company does not take the place of Client or any designer, manufacturer, agent, buyer, distributor or transportation or shipping company, and that the Company disclaims all liability in such capacities. Client further understands that if it seeks assurance against loss or damage, it should obtain appropriate insurance.
9. Client agrees that the Company, by providing the services, does not take the place of Client nor any third party, nor does the Company release them from any of their obligations, nor does the Company otherwise assume, abridge, abrogate or undertake to discharge any duty of any third party to Client or any duty of Client or any third party to any other third party, and Client will not release any third party from its obligations and duties with respect to the tested goods.
10. Client shall, on a timely basis, (a) provide adequate instructions to the Company in order to enable the Company to perform properly its services, (b) provide, or cause Client's suppliers and contractors to provide, the Company with all documents necessary to enable the Company to perform its services, (c) furnish the Company with all relevant information regarding Client's intended use and purposes of the tested goods, (d) advise the Company of essential dates and deadlines relevant to the tested goods and (e) fully exercise all rights and remedies available to Client against third parties in respect of the tested goods.
11. The Company shall undertake due care and ordinary skill in the performance of its services to Client, and the Company shall accept responsibility only were such skill has not been exercised and, even in such event, only to the extent of the limitation of liability set forth herein.
12. If Client desires to assert a claim arising from or relating to (i) the performance, purported performance or non-performance of any services by the Company or (ii) the sale, resale, manufacture, distribution or use of any tested goods, it must submit that claim to the Company in a writing that sets forth with particularity the basis for such claim within 60 days from discovery of the potential claim and not more than six months after the date of issuance of the Test Report to Client. Client waives any and all such claims including, without limitation, claims that the Test Report is inaccurate, incomplete or misleading or that additional or different testing is required, unless and then only to the extent that Client submits a written claim to the Company within both such time periods.



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13. CLIENT SHALL, EXCEPT TO THE EXTENT OF COMPANY'S LIABILITY TO CLIENT HEREUNDER (WHICH IN NO EVENT SHALL EXCEED THE LIMITATION OF LIABILITY HEREIN), HOLD HARMLESS AND INDEMNIFY THE COMPANY, ITS AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND SUBCONTRACTORS AGAINST ALL ACTUAL OR ALLEGED THIRD PARTY CLAIMS FOR LOSS, DAMAGE OR EXPENSE OF WHATSOEVER NATURE AND HOWSOEVER ARISING FROM OR RELATING TO (i) THE PERFORMANCE, PURPORTED PERFORMANCE OR NON-PERFORMANCE OF ANY SERVICES BY THE COMPANY OR (ii) THE SALE, RESALE, MANUFACTURE, DISTRIBUTION OR USE OF ANY TESTED GOODS.

14. EXCEPT AS MAY OTHERWISE BE EXPRESSLY AGREED TO IN WRITING BY THE COMPANY AND NOTWITHSTANDING ANY PROVISION TO THE CONTRARY CONTAINED HEREIN OR IN ANY TEST REPORT, NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, IS MADE.

15. (A) IN NO EVENT WHATSOEVER SHALL THE COMPANY BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES IN CONNECTION WITH, RELATING TO OR ARISING OUT OF THE TEST REPORT OR THE SERVICES PROVIDED BY THE COMPANY HEREUNDER, INCLUDING WITHOUT LIMITATION LOSS OF OR DAMAGE TO PROPERTY; LOSS OF INCOME, PROFIT OR USE; OR ANY CLAIMS OR DEMANDS MADE AGAINST CLIENT OR ANY OTHER PERSON BY ANY THIRD PARTY IN CONNECTION WITH, RELATING TO OR ARISING OUT OF THE SERVICES PROVIDED BY THE COMPANY HEREUNDER.

(B) NOTWITHSTANDING ANY PROVISION TO THE CONTRARY CONTAINED HEREIN, AND IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS TO CLIENT AND THE COMPANY ASSOCIATED WITH THE TESTING SERVICES CONTEMPLATED HEREBY, THE RISKS HAVE BEEN ALLOCATED SUCH THAT UNDER NO CIRCUMSTANCES WHATSOEVER SHALL THE LIABILITY OF THE COMPANY TO CLIENT OR ANY THIRD PARTY IN RESPECT OF ANY CLAIM FOR LOSS, DAMAGE OR EXPENSE, OF WHATSOEVER NATURE OR MAGNITUDE, AND HOWSOEVER ARISING, EXCEED AN AMOUNT EQUAL TO FIVE (5) TIMES THE AMOUNT OF THE FEES PAID TO THE COMPANY FOR THE SPECIFIC SERVICES WHICH GAVE RISE TO SUCH CLAIM OR U.S.\$10,000, WHICHEVER IS THE LESSER AMOUNT.

16. The Company shall not be liable for any loss or damage resulting from any delay or failure in performance of its obligations hereunder resulting directly or indirectly from any event of force majeure or any event outside the control of the Company. If any such event occurs, the Company may immediately cancel or suspend its performance hereunder without incurring any liability whatsoever to Client.

17. Company's services, including these Conditions, shall be governed by, and construed in accordance with, the local laws of the country where the Company performs the tests or, in the case of tests performed in the United States of America, the laws of Massachusetts without regard to conflicts of laws principles. If any aspect(s) of these Conditions is found to be illegal or unenforceable, the validity, legality and enforceability of all remaining aspects of these Conditions shall not in any way be affected or impaired thereby. Any proceeding related to the subject matter hereof shall be brought, if at all, in the courts of the country where the Company performs the tests or, in the case of tests performed in the United States of America, in the courts of Massachusetts. Client waives the right to interpose any counterclaim or setoffs of any nature in any litigation arising hereunder.

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