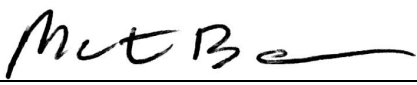
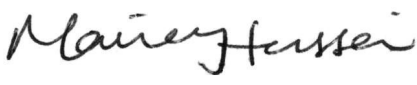




**BUREAU  
VERITAS**

Curtis-Straus LLC, a wholly owned subsidiary of BV CPS

# 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 FCC ID FRN	Gateway Assembly Z9O-FAS1506 0021282710
Equipment Type Equipment Code	Security Device Transceiver 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)



## 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	Date Issued
1	Original Release	



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**Product Tested - Configuration Documentation**

EUT Configuration											
<b>Work Order:</b> K1442 <b>Company:</b> UltraClenz, LLC <b>Company Address:</b> 1440 W. Indiantown Rd. Suite 350 Jupiter, FL 33458 <b>Contact:</b> Marina Willis											
<b>MN</b>						<b>SN</b>					
EUT: FAS1506						Sample 1					
EUT Description: Gateway Assembly EUT Tx Frequency: 433.9MHz											
<b>Support Equipment:</b>						<b>SN</b>					
Kenwood AC adapter W08-1044						Sample 1					
<b>EUT Ports:</b>											
Port Label	Port Type	No. of ports	No. Populated	Cable Type	Shielded	Ferrites	Length	Max Length	In/Out NEBS Type	Unpopulated Reason	
USB	Console	1	1	USB	Yes	none	1.5m	5m	indoor	Setup Only	
RS-485	Serial	1	0								
Ethernet	Ethernet	1	1	cat5	None	none	20'	100m	indoor		
Power	DC power	1	1	twisted pair	None	none	1.5m	1.5m	indoor		
<b>Software / Operating Mode Description:</b> EUT continues to transmit											

## Test Results

### Fundamental Emission

#### LIMIT

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

[15.231(a)]

Average Limit[dBμV/m] =  $20\log(41.6667(F[\text{in MHz}]) - 7083.3333) @ 3\text{m}$ Example Calculation:  $20\log(41.6667(433.9) - 7083.3333) = 80.8\text{dB}\mu\text{V/m} @ 3\text{m}$ 

## 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 (dBμV)	Preamp Factor (dB)	Antenna Factor (dB/m)	Cable Factor (dB)	Duty Cycle Factor (dB)	Adjusted Reading (dBμV/m)	47 CFR 15.231(a)		
								Limit (dBμV/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**

Gold

Range  
100Hz-26.5 GHzMN  
E4407BMfr  
AgilentSN  
MY45113816Asset  
1284Cat  
ICalibration Due  
4/9/2011**Radiated Emissions Sites**

EMI Chamber 2

FCC Code  
719150IC Code  
2762A-7VCCI Code  
R-3033, G-107Cat  
ICalibration Due  
2/15/2011**Antennas**

Red-White Bilog

Range  
30-2000MHzMN  
JB1Mfr  
SunolSN  
A091604-1Asset  
1105Cat  
ICalibration Due  
12/17/2010**Meteorological Meters**Temp./Humidity/Atm. Pressure Gauge  
CHAMBER2 ThermohyrometerMN  
7400 Perception II  
35519-044Mfr  
Davis  
Control CompanySN  
N/A  
72457639Asset  
965  
1347Cat  
I  
IICalibration Due  
4/6/2011  
8/18/2011**Cables**Asset #1506  
Asset #1508Range  
9kHz - 18GHz  
9kHz - 26.5GHzMfr  
Florida RF  
Florida RFCat  
II  
IICalibration Due  
8/16/2011  
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

Engineer: Matthew Burman

Temp: 19.7°C

Company: Ultraclenz

EUT Desc: WiNET Gateway

Humidity: 23%

Work Order: K1442

EUT Operating Voltage/Frequency: 120Vac 60Hz

Pressure: 997mBar

Fundamental: 433.9MHz

Measurement Distance: 3 m

Notes: Limit = 0.25% of center frequency

	Frequency (MHz)	Bandwidth (MHz)	FCC 15.231(c)		
			Limit (MHz)	Margin (MHz)	Result (Pass/Fail)
	433.9	0.551883	1.1	-1.1	Pass

Test Site: 1DCC-OATS-3M-I

Analyzer: Rental SA#1

Cable 1: EMIR-14

Preamp: none

Antenna: Grn-Red

Rev: 20-Dec-2010

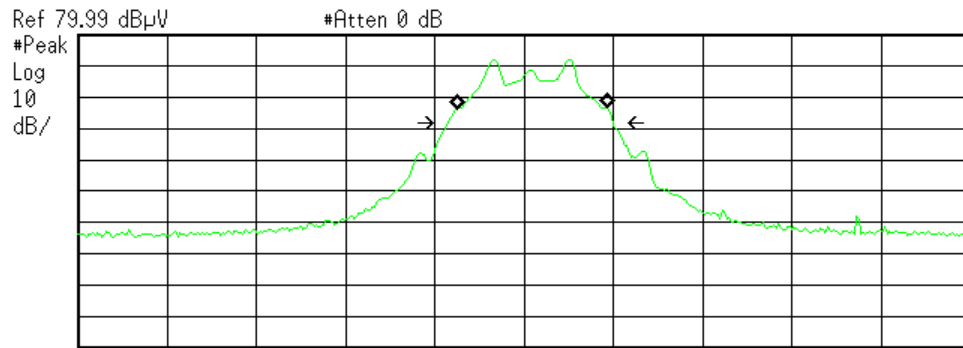
<b>Spectrum Analyzers / Receivers /Preselectors</b>	<b>Range</b>	<b>MN</b>	<b>Mfr</b>	<b>SN</b>	<b>Asset</b>	<b>Cat</b>	<b>Calibration Due</b>
Rental SA #1 (Brown)	9kHz-26.5GHz	E4407B	Agilent	SG44210511	1510	I	25-Mar-2011
<b>Radiated Emissions Sites</b>	<b>FCC Code</b>	<b>IC Code</b>	<b>VCCI Code</b>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



Agilent 12:38:32 Dec 22, 2010

R T



Center 433.9 MHz Span 3 MHz  
#Res BW 30 kHz #VBW 300 kHz Sweep 5 ms (401 pts)

Occupied Bandwidth  
504.4368 kHz

Occ BW % Pwr 99.00 %  
x dB -20.00 dB

Transmit Freq Error 24.682 kHz  
x dB Bandwidth 551.883 kHz

C:\temp.gif file saved

## 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[dBμV/m] =  $20\log(41.6667(F[\text{in MHz}]) - 7083.3333) - 20 @ 3\text{m}$

Example Calculation:  $20\log(41.6667(433.9) - 7083.3333) - 20 = 60.8\text{dB}\mu\text{V/m} @ 3\text{m}$

### 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%			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 (dBμV)	Preamp Factor (dB)	Antenna Factor (dB/m)	Cable Factor (dB)	Adjusted Reading (dBμV/m)	---			FCC 15.231(a)		
							Limit (dBμV/m)	Margin (dB)	Result (Pass/Fail)	Limit (dBμV/m)	Margin (dB)	Result (Pass/Fail)
Hpk	867.6	62.7	22.7	22.4	2.0	64.4	---	---	---	80.8	-16.4	Pass
Hav	867.6	28.8	22.7	22.4	2.0	30.5	---	---	---	60.8	-30.3	Pass
Table Result: Pass by -16.4 dB							Worst Freq: 867.6 MHz					
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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#### 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
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#### 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
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#### 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
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#### Antennas

Red-White Bilog	Range 30-2000MHz	MN JB1	Mfr Sunol	SN A091604-1	Asset 1105	Cat I	Calibration Due 12/17/2010
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#### Meteorological Meters

Temp./Humidity/Atm. Pressure Gauge CHAMBER2 Thermohygrometer	MN 7400 Perception II 35519-044	Mfr Davis Control Company	SN N/A 72457639	Asset 965 1347	Cat I II	Calibration Due 4/6/2011 8/18/2011
---	---------------------------------------	---------------------------------	-----------------------	----------------------	----------------	--

#### Cables

Asset #1506	Range 9kHz - 18GHz	Mfr Florida RF	Cat II	Calibration Due 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.

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%				Pressure: 990mBar					
Frequency Range: 30-1000MHz							Measurement Distance: 3 m					
Notes: Non RF emissions												
Antenna Polarization (H/V)	Frequency (MHz)	Reading (dBμV)	Preamp Factor (dB)	Antenna Factor (dB/m)	Cable Factor (dB)	Adjusted Reading (dBμV/m)	---			FCC Class A		
							Limit (dBμV/m)	Margin (dB)	Result (Pass/Fail)	Limit (dBμV/m)	Margin (dB)	Result (Pass/Fail)
V	200.0	50.9	22.6	13.3	0.9	42.5	---	---	---	54.0	-11.5	Pass
Table Result:			Pass			by -11.5 dB			Worst Freq:			200.0 MHz
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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**Spectrum Analyzers / Receivers / Preselectors**  
Gold

Range	MN	Mfr	SN	Asset	Cat	Calibration Due
100Hz-26.5 GHz	E4407B	Agilent	MY45113816	1284	I	4/9/2011

**Radiated Emissions Sites**  
EMI Chamber 2

FCC Code	IC Code	VCCI Code	Cat	Calibration Due
719150	2762A-7	R-3033, G-107	I	2/15/2011

**Preamps / Couplers Attenuators / Filters**  
Blue

Range	MN	Mfr	SN	Asset	Cat	Calibration Due
0.009-2000MHz	ZFL-1000-LN	CS	N/A	759	II	4/6/2011

**Antennas**  
Red-White Bilog

Range	MN	Mfr	SN	Asset	Cat	Calibration Due
30-2000MHz	JB1	Sunol	A091604-1	1105	I	12/17/2010

**Meteorological Meters**  
Temp./Humidity/Atm. Pressure Gauge  
CHAMBER2 Thermohygrometer

MN	Mfr	SN	Asset	Cat	Calibration Due
7400 Perception II	Davis	N/A	965	I	4/6/2011
35519-044	Control Company	72457639	1347	II	8/18/2011

**Cables**Asset #1506  
Asset #1508

Range	Mfr	Cat	Calibration Due
9kHz - 18GHz	Florida RF	II	8/16/2011
9kHz - 26.5GHz	Florida RF	II	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:														

Rev: 20-Dec-2010

**Spectrum Analyzers / Receivers / Preselectors**  
Rental SA #1 (Brown)

Range	MN	Mfr	SN	Asset	Cat	Calibration Due
9kHz-26.5GHz	E4407B	Agilent	SG44210511	1510	I	25-Mar-2011

**Radiated Emissions Sites**  
1DCC-OATS-3M-I

FCC Code	IC Code	VCCI Code	Cat	Calibration Due
719150	2762A-8	R-3109	II	7-Jul-2011

**Preamps / Couplers Attenuators / Filters**  
1517 HF Preamp

Range	MN	Mfr	SN	Asset	Cat	Calibration Due
1-18GHz	CS	CS	N/A	1517	II	1-Jun-2011

**Antennas**  
Yellow Horn

Range	MN	Mfr	SN	Asset	Cat	Calibration Due
1-18GHz	3115	EMCO	9608-4898	37	I	27-May-2011

**Meteorological Meters**  
Temp./Humidity/Atm. Pressure Gauge  
1DCC-OATS-3M-I Thermohygrometer

MN	Mfr	SN	Asset	Cat	Calibration Due
7400 Perception II	Davis	N/A	965	I	6-Apr-2011
35519-044	Control Company	72457635	1334	II	18-Aug-2011

**Cables**

REMI-High-21

Range	Mfr	Cat	Calibration Due
9kHz - 26.5GHz	C-S	II	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 $\mu$ V)	Average limit (dB $\mu$ V)
0.15-0.5	66 to 56*	56 to 46*
0.5-5	56	46
5-30	60	50

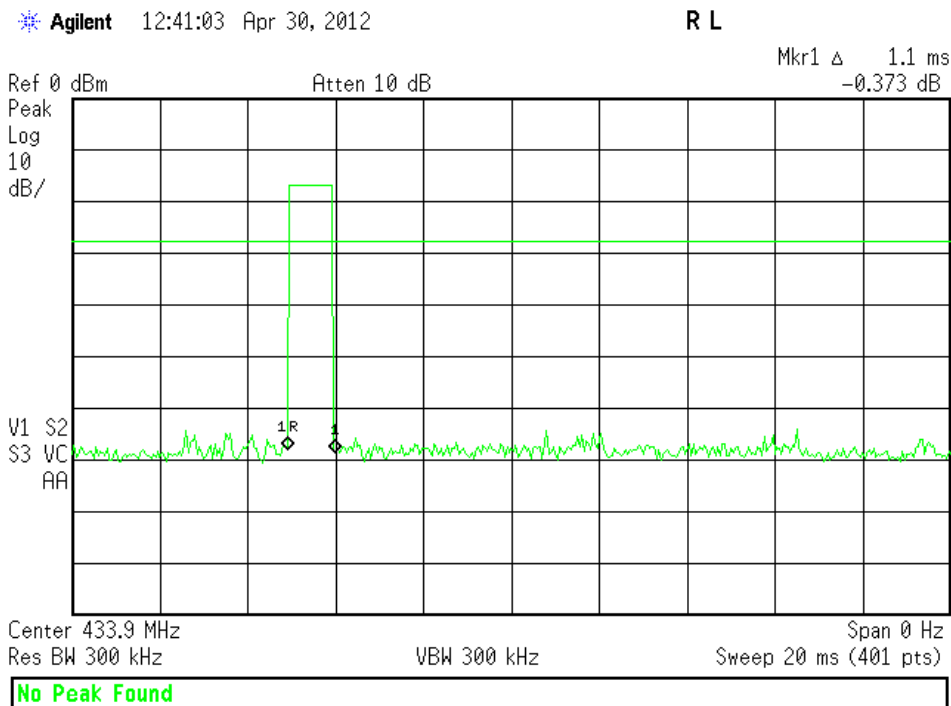
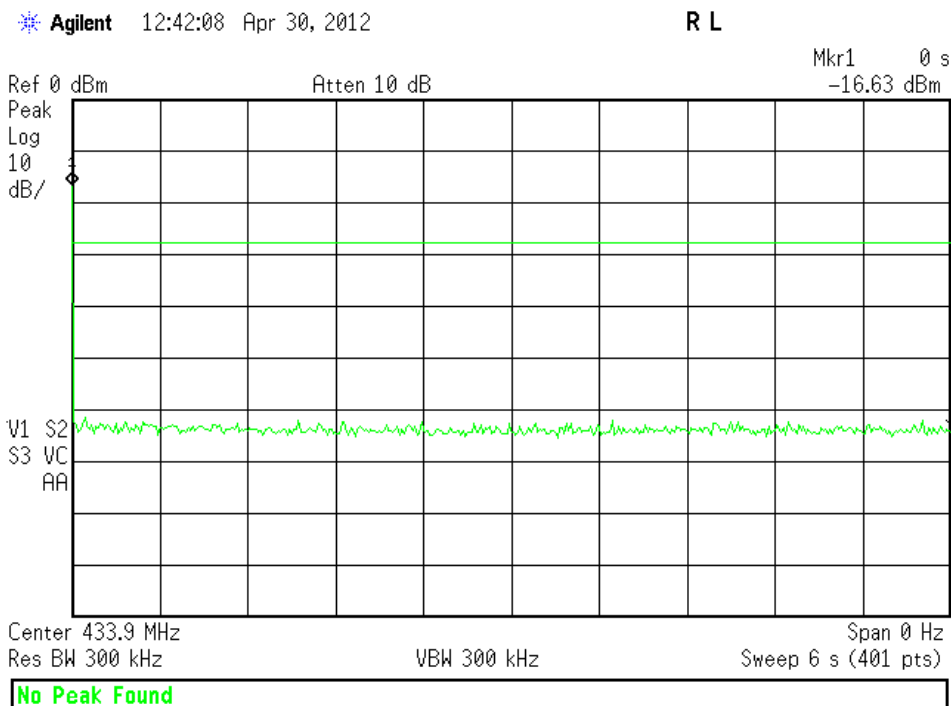
\*Decreases with the logarithm of the frequency.  
[47 CFR 15.207(a)]

## AC Side of a DC Supply Conducted Emissions

Date: 12-Apr-12				Company: UltraClenz LLC				Work Order: K1442							
Engineer: Matthew Burman				EUT Desc: Gateway Assembly											
Temp: 23.2 °C				Humidity: 21%				Pressure: 1006 mBar							
Notes:															
Frequency Range: 0.15-30MHz						EUT Input Voltage/Frequency: 120Vac 60Hz									
Frequency (MHz)	Quasi-Peak Readings		Average Readings		LISN Factors		Cable Factor (dB)	ATTN Factor (dB)	FCC/CISPR Class B			FCC/CISPR Class B			
	QP1 (dBuV)	QP2 (dBuV)	AVG1 (dBuV)	AVG2 (dBuV)	L1 (dB)	L2 (dB)			QP Limit (dB)	Margin (dB)	Result (Pass/Fail)	AVG Limit (dB)	Margin (dB)	Result (Pass/Fail)	
0.20	29.5	16.8	22.6	24.4	-0.2	-0.1	-0.1	-20.6	63.5	-13.1	Pass	53.5	-8.3	Pass	
0.41	24.8	23.6	21.2	21.8	-0.1	-0.1	-0.1	-20.7	57.6	-11.9	Pass	47.6	-5.0	Pass	
0.82	23.3	18.8	15.4	15.2	-0.1	-0.1	-0.1	-20.6	56.0	-11.9	Pass	46.0	-9.7	Pass	
1.65	17.5	19.5	12.1	13.6	-0.1	-0.1	-0.1	-20.6	56.0	-15.7	Pass	46.0	-11.6	Pass	
5.00	8.8	8.4	-3.4	-0.8	-0.2	-0.1	-0.1	-20.6	56.0	-26.3	Pass	46.0	-25.9	Pass	
20.00	-1.8	-2.1	-18.1	-18.1	-0.4	-0.4	-0.2	-20.7	56.0	-36.5	Pass	46.0	-42.8	Pass	
Result: Pass						Worst Margin:			-5.0 dB		Frequency:			0.41 MHz	
Measurement Device: 230VAC LISN Asset 1492						Cable: CEMI-03			Spectrum Analyzer: Black						
						Attenuator: 20dB Atten-4			Site: CEMI 3						

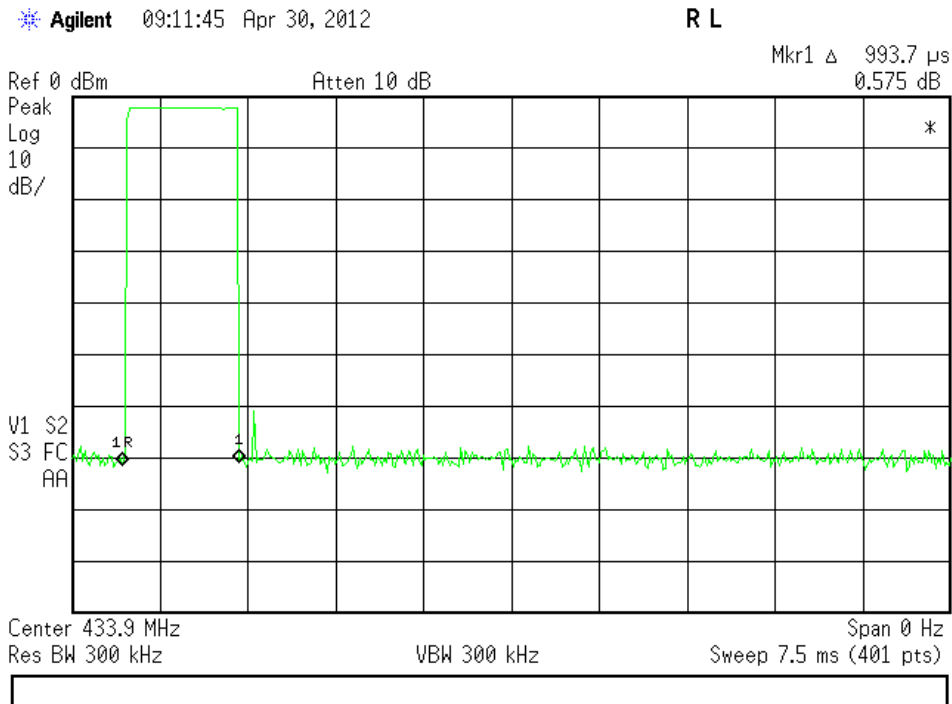
## Timing Requirements

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



*“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 993.7 $\mu$ s, which is less than the 2 seconds allowed.

## 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 (Ucisp)
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 (Ucisp)
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)	$3.23 \times 10^{-8}$	$1 \times 10^{-7}$
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 where 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.



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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