

1. Scope: The following Terms and Conditions apply to work and services provided by Fox Valley Metrology. Any participation in our services will constitute acceptance of this agreement. Additionally, when using these services, you shall be subject to any posted guidelines or rules applicable to such services. All conditions in exception to this document and the Fox Valley Metrology Price List applicable to a specific customer must be agreed, in writing, between Fox Valley Metrology and the customer prior to proceeding with the terms. These exceptions will be documented in a customer-specific document.

2. Accreditation: Fox Valley Metrology performs its work and has been accredited by the ANSI-ASQ National Accreditation Board (ANAB) to the ISO/IEC 17025:2005 standard and, subsequently, ANSI/NCSL Z540-1-1994, ANSI/NCSL Z540.3-2006 and ISO 9001:2008. Additionally, Fox Valley Metrology has received a Wisconsin Weights and Measures Service License and Nuclear: Commercial Grade license.

3. Calibration: Calibrations within the Fox Valley Metrology's Scope of Accreditation are accredited to the ISO/IEC 17025 standard and are in accordance with our quality manual. The work performed is limited to the portions of work required of a calibration laboratory. The customer is responsible for proper management of their quality system. Calibration services will be subject to the following conditions:

3.1. General: Fox Valley Metrology's Quality Manual (available upon request) and calibration procedures will dictate the calibration process. The customer must inform Fox Valley Metrology in writing prior to commencement of the calibration work if specific test points, additional standards or unique tolerances are required. Additional charges may apply.

3.1.1. Any work outside of the current scope of accreditation of Fox Valley Metrology will require additional review of the equipment and procedures. Fox Valley Metrology is not committed to perform the calibration until this review is complete. Written request of this work must be provided to Fox Valley Metrology prior to commencement of the work. Additional charges may apply.

3.1.2. Consumable items, such as batteries and fuses, are not included in the cost of calibration and will be subject to additional charges.

3.1.3. Fox Valley Metrology is not responsible for the removal or reintegration (i.e. setup, installation, programming) of equipment at the customer's facility in accordance with a service event.

3.2. Traceability: Fox Valley Metrology will provide certifications traceable to the National Institute of Standards and Technology (NIST), or a natural physical constant, on each calibration when applicable.

3.3. Calibration Data: Fox Valley Metrology will construct and maintain (for the life of the organization known as Fox Valley Metrology Ltd.) readily accessible records on all equipment calibrated. Certificates and labels will be generated for every calibration completed, at no additional charge.

3.3.1. By default, Fox Valley Metrology is a paperless company. All certificates are available to the customer via Metrology360. If hard copies of certificates are required, the customer is to notify Fox Valley Metrology in advance of the service event and hard copies will be provided at no additional charge.

3.3.2. Certificates will contain, at a minimum, the information required by ISO/IEC 17025. Additionally, certificates (where applicable) will contain "As-Found" readings, "As-Left" readings and Line Item Uncertainty reports, at no additional charge. Additional data may be reported, if not in conflict with Fox Valley Metrology's accreditation, subject to an additional charge.

3.3.3. Upon completion of calibration activity, a label will be applied to that equipment piece or storage means which will include, at a minimum, the date recalibrated, name and/or initials, or number of individual performing the service, new expiration date and equipment identification. Calibration labels may be customized (i.e. date format, color, information shown).

3.3.4. If certificates and labels need to be reprinted before the next scheduled calibration of the equipment, the customer can do so, free of charge, via Metrology360.

3.4. Recall Notices: Fox Valley Metrology will furnish the customer a recall notice monthly, reporting all equipment contained within the customer's database scheduled due in the upcoming month. The customer can add additional equipment and update information in this database 24/7 via their free access to Metrology 360.

3.5. Calibration Intervals: In accordance with ISO/IEC 17025, Fox Valley Metrology is unable to provide recommendations on calibration intervals. Calibration intervals will be pre-determined, in writing by a representative of the customer and observed by all Fox Valley Metrology Staff.

3.5.1. All requested changes to calibration intervals must be submitted in writing or via Metrology360.

3.5.2. Fox Valley Metrology is not liable for improper intervals selected by the customer or recommended by the manufacturer.

3.6. Metrology360: Readily accessible records on all equipment calibrated will be maintained indefinitely via Metrology360. The customer has unlimited access to this service, free of charge. All records can be updated by the customer to reflect the current attributes of the equipment (i.e. status, calibration interval).

3.7. Scheduling Service: Services are to be scheduled by the customer via email, phone call or website submission. The customer is required to provide ample notice in requesting on-site calibration, typically around three (3) weeks. Additionally, expedited services must be requested by the customer prior to 2 PM CT the day prior to work commencing.

4. Laboratory Calibration: All calibrations performed at Fox Valley Metrology's facilities are subject to the above requirements and will be herein referred to as "Laboratory Calibration". Additionally, the following conditions will also be met:

4.1. Fox Valley Metrology will ensure that environmental conditions are suitable at Fox Valley Metrology for the calibration, inspections, measurements, and tests being performed on behalf of the customer. Additionally, safe handling of the customer's equipment during its time at Fox Valley Metrology's facilities will be ensured.

4.2. Standard turnaround time is no longer than five (5) business days. Fox Valley Metrology will provide due diligence to ensure this duration is honored.

4.3. A signature of approval and purchase order is required from the customer prior to Fox Valley Metrology proceeding with any services.

4.4. Expedited services are available upon written request, prior to the commencement of the calibration services. A 25% price increase on each item to be expedited will be enforced.

5. On-Site Calibration: The option to utilize the customer's facility to perform calibration work is available by arrangement, herein referred to as "On-Site Calibration". These services are subject to the above requirements and are subject to the following conditions:

5.1. General: Fox Valley Metrology will follow all applicable safety requirements and observe all plant regulations provided by the customer.

5.1.1. A lead technician will be assigned to each service event to coordinate interaction between the customer and Fox Valley Metrology.

5.1.2. For equipment required to return to Fox Valley Metrology, free transportation may be provided to the nearest Fox Valley Metrology facility.

5.1.3. A customer service follow-up will take place within seven (7) business days of the completion of the service event.

5.1.4. Fox Valley Metrology's technician's normal eight (8) hour work day includes travel time to and from your facility. Overnight trips are scheduled as needed to avoid lengthy travel times.

5.2. Prior to the Service Event: Fox Valley Metrology will provide the customer with a job report, detailing the equipment to be calibrated, the technicians assigned to the job and suggested dates for the work to be completed. The customer is required to verify the job report, confirm

dates for the service event, inform Fox Valley Metrology of any additional requirements and prepare accordingly.

5.2.1. The customer will provide a space suitable for the calibration activity, consisting of a clear bench with ample space, proper environmental controls, adequate lighting and electrical access. Additionally, internet access (preferably wireless) is requested, if possible. It is requested that the customer gather and relocate as much equipment to be calibrated as is reasonably possible to the designated calibration area to ensure a speedy service event and minimize Fox Valley Metrology's impact on the customer's operations.

5.3. During the Service Event: A customer site representative is required to help identify, disassemble, disconnect, collect and deliver equipment for calibration to the designated calibration area. Once the equipment is calibrated, it is the customer's responsibility to return the equipment to its operational location and state. Fox Valley Metrology is not responsible or liable for disconnecting and reconnecting equipment or the installation and setup of equipment after calibration is performed.

5.3.1. If there are delays in calibration due to lack of equipment or circumstances beyond the control of Fox Valley Metrology, a downtime rate of \$75.00/per hour, per technician may be applied to the final invoice. These scenarios include, but are not limited to, searching for equipment, disassembly, disconnection, relocation after calibration, re-installation, excessive cleaning of the equipment and database management past what is required of Fox Valley Metrology, per the ISO/IEC 17025 standard.

6. Repair: Equipment found to be in an inoperable state (whether by the customer or upon examination by Fox Valley Metrology) may require reparations, herein referred to as "Repair Services". These services are subject to the following conditions:

6.1. Prior to performing any service, Fox Valley Metrology will provide the customer an estimate of the cost and turnaround time. If repair is deemed to be in excess of 50% of the replacement price, a replacement unit will also be quoted at this time. Work will not commence without written approval by the customer.

6.2. Our calibration capabilities for specific makes and models of equipment do not ensure our ability to repair it. If outsourcing of the repair is required, the outsourcing conditions outlined above are to be followed.

6.3. Turnaround times on repair items vary, depending on stock of replacement parts, outsourcing requirements and customer approval. Delays due to other parties are not the responsibility of Fox Valley Metrology.

6.4. Once repair work commences, if additional repair is found to be required, the additional repair work will not commence without prior written approval by the customer.

6.5. Any equipment requiring repair that work is not approved by the customer will be returned to the customer as is, unless notified to be scrapped.

7. New Equipment Sales: Equipment purchased through Fox Valley Metrology, whether a new purchase or a replacement for a damaged item or an item which failed calibration, will herein be referred to as "New Equipment Sales" and are subject to the following conditions:

7.1. All equipment will be quoted to the customer. An order will not be placed without written approval by the customer of the acceptance of the quotation.

7.2. Unless otherwise requested by the customer in writing prior to commencement of the order, when applicable, all equipment will be shipped from the manufacturer or distributor to Fox Valley Metrology. Laboratory calibration will then be performed on the equipment in accordance with the above requirements.

7.3. With the exception of equipment that is in-stock, lead times are outside of the control of Fox Valley Metrology.

7.4. If applicable, all warranties are the responsibility of the original equipment manufacturer (OEM), not Fox Valley Metrology, with the exception of the calibration work to be performed by Fox Valley Metrology.

7.5. Potential customers may be eligible to receive a thirty (30) day trial order of equipment. If the equipment is ultimately ordered by the customer within a thirty (30) day period, the trial period will be free of charge. After thirty (30) days, if the equipment has not been ordered, the customer will be required to return the trial equipment and may be required to pay a fee for the trial period.

8. Outsourcing: The contents of this document will become the flow down requirements to any third party or agents acting on behalf of Fox Valley Metrology. Use of any third parties will be communicated to the customer in advance of approving work. These scenarios will be subject to the following conditions:

8.1. Third party suppliers will perform in accordance with Fox Valley Metrology standard operating procedures (SOPs), or submit their own SOPs to Fox Valley Metrology for review and approval prior to use.

8.2. When outsourcing any calibration, Fox Valley Metrology will use full prudence in finding an ISO/IEC 17025 accredited calibration provider. In the event that one does not exist, the original equipment manufacturer (OEM) is automatically approved, provided they can prove traceability to NIST.

8.3. Delays due to other parties are not the responsibility of Fox Valley Metrology.

9. Quality: Fox Valley Metrology warrants its work for a period of thirty (30) days, following the completion of the work, or it will be presumed the equipment was received as ordered and accepted by the customer. Any equipment calibrated or repaired by Fox Valley Metrology found to be out of tolerance or inoperable within this period due to the following, will be re-calibrated at no charge to the customer:

- Defects in workmanship
- Out of tolerance standards used
- Defective parts used for repair
- Improper handling of equipment

9.1. Exceptions to this warranty caused by the customer include:

- Repeated abuse
- Incorrect use
- Alterations outside of the OEM's recommendations
- Incorrect calibration intervals applied

9.2. It is the customer's responsibility to notify Fox Valley Metrology, in writing, within the parameters specified above. The equipment is to be returned to Fox Valley Metrology for evaluation. If the defects are determined to be within the above parameters, Fox Valley Metrology will cover all charges, including shipping and handling.

10. Pricing: Standard rates for services provided by Fox Valley Metrology are identified in the Fox Valley Metrology Price List, available upon request. Rates for equipment not listed within the price list will be quoted upon receipt of the equipment. Discounts from this list pricing are available based upon volume of work coordinated through Fox Valley Metrology. These rates are subject to the following conditions:

10.1. General: All prices quoted to the customer are valid for a period of one (1) month from the date of the quotation.

10.1.1. The prices listed in Fox Valley Metrology's price list are subject to tax, charges, fees, impositions and shipping and handling fees.

10.1.2. Fox Valley Metrology reserves the right to change prices and rates of their service. These changes will be issued to all current customers thirty (30) days in advance of the change coming into effect. These changes do not affect contract-specific pricing or prices already quoted within the one (1) month acceptance window stated above.

10.1.3. As defined, calibration is the comparison of a piece of measuring equipment to a known standard. As such, if a piece of equipment is found to be out of tolerance, adjustment may be required. Following this adjustment, a secondary calibration is required to ensure the accuracy of the adjustment. As a result, this secondary calibration will be billed to the customer at a rate 50% of the initial calibration.

10.1.4. Equipment deemed to have failed calibration will still be billed for the full rate of the calibration service provided.

10.1.5. If the customer cancels a written work order once work has commenced but prior to the work being completed, the customer will be charged for the labor and material already consumed, prior to the work cancellation order. The equipment will then be returned in the state it was in once the work cancellation order was received.

10.1.6. Any equipment calibrated or repaired by Fox Valley Metrology found to be out of tolerance or inoperable within the stated warranty period will be re-calibrated at no charge to the customer.

10.2. Laboratory Calibration: A minimum charge of \$15, excluding shipping, exists for each order. If less than \$15 of calibration is performed during the event, the \$15 minimum will still be charged.

10.2.1. A 25% up charge will be applied to all equipment requested by the customer to be expedited.

10.3. On-Site Calibration: A minimum charge of \$150 is required to schedule an on-site service event. If less than \$150 of calibration is performed during the event, the \$150 minimum will still be charged.

10.3.1. On-site travel charges of \$75 per hour will be applied for work to be completed outside of a 60-mile radius of the nearest Fox Valley Metrology facility.

10.3.2. Service events spanning several days will require an overnight stay for work to be completed outside of a 120-mile radius of the nearest Fox Valley Metrology facility. If an overnight stay is required, a lodging and per diem charge will be applied to the work.

10.3.3. Fox Valley Metrology does not charge additional charges for setup once at the customer's facility.

10.4. Dimensional Inspection: All dimensional inspection work is quoted based on an estimate of the time and material required to complete the inspection. This will be invoiced at a rate concurrent with the Fox Valley Metrology Price list, available upon request.

10.5. Repair: The labor required for repair services are charged at a rate concurrent with the Fox Valley Metrology Price list, available upon request. Additional charges for the material required to complete the repair may apply.

10.5.1. Evaluation of the equipment to determine the source of the malfunction and proper course of action will be free of charge and not billed to the customer.

10.5.2. Fees for repairs not approved may be assessed.

10.6. New Equipment Sales: Equipment purchases are subject to a restocking fee if returned, per the original equipment manufacturer (OEM).

11. Shipping & Handling: Unless otherwise agreed to by the customer and Fox Valley Metrology, all transit of equipment to and from the customer and Fox Valley Metrology are subject to the following conditions:

11.1. General: All shipment and freight expenses, both incoming and outgoing, are the responsibility of the customer. The customer is also required to determine whether insurance is necessary for the shipment and pay for this insurance. Fox Valley Metrology shall be notified of this requirement and the amount of insurance.

11.2. Fox Valley Metrology is not liable for any transportation delays caused by a third party, whether incoming or outgoing.

11.3. Incoming Shipments: All shipments to Fox Valley Metrology require the customer to provide proper documentation, including a complete packing slip and purchase order. This documentation should contain a complete list of the equipment included and the service to be performed on each. This documentation can be provided prior to the shipment via email or included in the shipment itself. A proper packing slip can be generated via Metrology360.

11.4. General items, such as power cords, leads, manuals etc., are not required to be sent along with the equipment, unless specifically required for the calibration. Fox Valley Metrology is not liable for any of these items shipped with the equipment, but not explicitly stated on the packing slip provided by the customer.

11.5. Fox Valley Metrology is not liable or responsible for any equipment that was damaged or lost prior to its arrival at one of its facilities. This is the sole responsibility of the customer.

11.6. Outgoing Shipments: Equipment shipped by Fox Valley Metrology will be packaged in the most careful way reasonably possible. To ensure safe delivery, all equipment leaving Fox Valley

Metrology's facilities will be shipping in new, original boxes and packaging material, in addition to equipment specific measures, such as a wax seal.

11.6.1. The equipment shipped will contain everything sent with the equipment by the customer, including individual gage storage, leads, etc. The shipment included will contain a complete packing slip and any hard copies of certificates requested by the customer.

11.6.2. Any discrepancies between the packing slip provided by Fox Valley Metrology, the equipment delivered to the customer, the original packing slip provided by the customer and the purchase order provided by the customer must be reported to Fox Valley Metrology within forty-eight (48) hours of receipt, or it will be presumed the equipment was received as ordered and accepted by the customer.

11.6.3. Equipment will be delivered to the customer via Fox Valley Metrology's preferred carrier, UPS, unless otherwise requested by the customer. Liability for the responsibility for safe delivery of the equipment is upon the carrier, beginning with their acceptance of the shipment.

11.6.4. Due to the care Fox Valley Metrology provides in ensuring safe delivery of equipment by utilizing new packaging material with every shipment, a shipping and handling charge of \$15 will be charged per box/shipment sent by Fox Valley Metrology.

11.7. Pickup & Delivery: Fox Valley Metrology offers free pickup and delivery services to its customers within a thirty (30) mile radius of its nearest location. Additional pickup and delivery services are available to customers at the following price schedule:

- Thirty (30) to sixty (60) mile radius: \$50
- Sixty (60) to ninety (90) mile radius: \$80
- Greater than ninety (90) mile radius: Quote available upon request

11.7.1. Fox Valley Metrology is liable for the safe delivery of equipment after leaving the customer's facility, provided the customer applied adequate packaging and correct identification of equipment on proper packing slip.

12. General

12.1. Liability: In no event shall either party be liable to the other party for any special, indirect, incidental, consequential or liquidated, penal or any economic loss damages of any character, including, but not limited to loss of use of the other party's property, injury, lost profits, or lost production, whether claimed by the other party or by a third party, irrespective of whether claims or actions for such damages are based upon agreement, warranty, negligence, strict liability, or otherwise.

12.1.1. Fox Valley Metrology is not liable for equipment that is used by any organization other than the customer.

12.2. Excusable Delays: Fox Valley Metrology is not be liable for service delays due to cause beyond its reasonable control, including, but not limited to, acts of God, acts of the Customer, acts of civil or military authority, governmental priorities, strikes, fires, flood, epidemics, war, acts of terrorism, riot, delays in transportation, or, inability for any cause beyond Fox Valley Metrology's reasonable control to obtain necessary materials, components, services or facilities.

12.3. Privacy: All information gained from interaction between Fox Valley Metrology and the customer is considered private and confidential. This information will not be shared with any third parties without prior written approval from the customer for any purpose. The customer may not share any of Fox Valley Metrology's proprietary information with any third parties.

12.4. Credit & Payment: All services provided by Fox Valley Metrology are subject to a credit approval prior to commencement of the work.

12.4.1. Invoices are due and payable in full upon receipt by the customer.

12.4.2. Methods of payment include cash, company check and credit card (Visa and MasterCard).

12.4.3. Payment terms are Net 30 days.

12.4.4. Payments which are thirty (30) days past-due are subject to a late payment charge and holding of equipment at Fox Valley



Metrology facilities. Equipment held in excess of thirty (30) days following notification to the customer of the work being completed due to lack of payment or other issues caused by the customer may be subject to a storage fee. Additionally, Fox Valley Metrology retains the right to invalidate customer calibration certificates for work left unpaid after this period. Fox Valley Metrology may take action to have the amount collected.

12.5. Changes: If a current or future provision of the concluded contract should be or become, in whole or in part, invalid/void or unenforceable for reasons other than those stated in these terms and condition, the validity of the remaining provisions of the contract shall not be affected.

12.6. Order of Precedence: In case of an inconsistency, conflict or ambiguity between this document and Fox Valley Metrology's quality documents (Quality Manual, Quality Procedures), the quality document shall take governing precedence. Information identified in one document and not another shall not be considered a conflict or inconsistency.