

CTC TERMS AND CONDITIONS/STANDARD PRACTICE

TERMS AND CONDITIONS

CTC, Inc. is referred to herein as CTC. The customer purchasing goods or services from CTC is referred to herein as the "Customer". The Customer's acceptance of the goods or services provided by CTC shall manifest the Customer's assent to the following terms and conditions. However, CTC reserves the right, in its sole discretion, to refuse any purchase order submitted by Customer.

RECORD KEEPING: CTC will maintain records of calibration history for a minimum of ten (10) years.

WORK FLOW: When work is performed at a Customer's site, it is the responsibility of the Customer to have equipment available to facilitate steady workflow. When applicable, CTC requests the Customer's cooperation in providing the on-site technician(s) with an environmentally controlled area to perform calibrations and to stage equipment. This area must have proper lighting and electrical service as well as adequate space to set up test equipment.

PRICING: CTC agrees to maintain the quoted calibration service pricing for the term of a purchase order and/or service contract, provided that a firm purchase order and/or contract for the work quoted is received within thirty (30) days of the quote date.

CALIBRATION INTERVALS: Calibration intervals are per the request of the customer. CTC maintains historical data, which may be made available to assist the Customer in making his/her determinations, but CTC makes no recommendation regarding the accuracy of the intervals determined by the Customer. If an interval is not specified at the time of order, the calibration interval will be set at twelve (12) months.

TERMS OF PAYMENT: Invoices are due and payable in full within thirty (30) days from their date, unless other terms have been agreed to in writing by CTC. Finance charges at the rate of 1.5% monthly may be added at CTC's option to any invoice not paid when due. Prices stated in the invoice are subject to correction for errors unless otherwise noted.

SALES AND SIMILAR TAXES: Unless otherwise stated by CTC, prices do not include sales, use, excise or similar taxes. Consequently, the amount of any present or future sale, use, excise or other tax applicable to the sale of the products hereunder, shall be paid by the Customer in addition to the invoice amounts.

TRANSPORTATION AND RISK OF LOSS: Unless otherwise stated by CTC, delivery of products hereunder shall be as follows:

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For shipments delivered within the Continental United States and outside of the United States – delivery of products are F.O.B. point of shipment and transportation expenses shall be paid by the Customer. Title to the products, right to possession and risk of loss pass to the Customer at the point of shipment even if (a) the carrier is selected by CTC, or (b) prices are quoted F.O.B destination, C.O.D. or in any other manner.

WARRANTY: Any number of factors can cause a calibrated unit to drift out of tolerance at any time following its calibration. CTC warrants that any item calibrated by it, found to be out of tolerance within thirty (30) days, due to defects in workmanship, (including CTC provided parts, CTC repair or calibration processes), will be recalibrated at no charge if such item is returned to CTC's facility at the Customer's expense, when applicable.

Parts used to replace defective parts provided by CTC are new or equivalent to new in performance. Title to replacement parts pass to the Customer upon shipment, and the defective parts become the property of CTC.

LIMITATION OF WARRANTY AND LIABILITY: The liability of CTC will in no case exceed the cost of correcting defects in products or calibrations and will not extend beyond thirty (30) days from date of shipment. All claims for defective products, parts or calibrations under this warranty must be made in writing immediately upon discovery. CTC assumes no liability for the consequences of misuse of products by the Customer.

THE FOREGOING IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES WHATSOEVER, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. Any references by CTC to the Customer's specification and similar requirements are only to describe products, and no representations or other terms therein shall have any force or effect.

The foregoing is CTC's only obligation and the Customer's only remedy for breach of warranty. Except for gross negligence, willful misconduct, and remedies permitted under any other clause of these Terms and Conditions, the foregoing is the Customer's only remedy hereunder by way of breach of contract, negligence or other tort, or otherwise. In no event will the Customer be entitled to incidental special or consequential damages. CTC does not authorize any agent or representative to warrant product fitness for any particular use or to make any other warranty, express or implied, or to assume any liability, except as set forth herein.

DISCREPANCIES IN SHIPMENT AND DAMAGE TO MERCHANDISE: Products distributed by CTC are carefully packed and thoroughly inspected before leaving CTC's facility.

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Any claim for discrepancies will be honored only if reported within five (5) days from receipt of shipment.

Responsibility for safe delivery of products is assumed by the carrier upon its acceptance of the shipment. Consequently, claims for loss or damage sustained in transit must therefore be filed with the carrier as follows: written requests for inspection by the carrier's agent should be made within fifteen (15) days of the delivery date when concealed loss or damage is discovered. Concealed loss or damage means loss or damage which is not apparent until merchandise is unpacked; contents may be damaged in transit due to rough handling even though packaging may not show external damage. As to visible loss or damage, any external evidence of loss or damage must be noted on the freight bill or express receipt, and such document should be signed by the carrier's agent at the time of delivery. The Customer's failure to adequately describe such external evidence of loss or damage may result in the carrier's refusing to honor a damage claim. The carrier will supply a form for filing such a claim.

ACCEPTANCE OF TERMS AND CONDITIONS: Acceptance of the terms and conditions herein is an essential prerequisite to any contract of sale made by the seller. No condition stated by the Customer in its offer or acceptance will be binding upon the seller if in conflict with, inconsistent with, or in addition to the terms and conditions contained herein. Acceptance of any goods or services manufactured and /or delivered hereunder will constitute purchaser's agreement to said terms and conditions.

SAFETY: CTC reserves the right to refuse to carry out any work, which in CTC's opinion, would be hazardous. CTC will not be responsible in any way to Customer for any such refusal. CTC will comply with all of Customer's safety requirements where applicable; however, any protective clothing or any other equipment required as a result of Customer's requirement will be provided to CTC at no cost. CTC also reserves the right to refuse to cross picket lines if, in CTC's opinion, said action may result in harm or potential harm to its employees.

DELAYED PERFORMANCE: If in the performance of this agreement, or of any obligation hereunder is interfered with by reason of any circumstance whatsoever beyond the control of the party affected, then the party affected will be excused from such performance on a day-to-day basis to the extent of such interference (and the other party will likewise be excused from performance of its obligations on a day-to-day basis to the extent such party's obligations relate to the performance so interfered with); provided that the party so affected will use reasonable efforts to remove such causes of non-performance. Notwithstanding the aforementioned circumstances, CTC will, to the best of its ability, provide the service covered herein.

STANDARDS AND PRACTICES

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CALIBRATION: The service level, either with or without data and uncertainties, is to be determined on a per item basis. A calibration certificate with traceability information will be provided.

All work will be performed in accordance with CTC's Quality System. Key aspects of the service will include:

- CTC calibrations are performed in accordance with Manufacturers specifications and/or International, Regional or National Standards, and at recommended test points. Custom specifications and/or test points requested may result in additional charges.
- All calibration standards are traceable to SI units through NIST, or other recognized national or international bodies or physical constants.
- Stated uncertainties are based on $K=2$, which provides a confidence level @ 95%.
- All calibration processes will have a minimum of 4:1 Test Uncertainty Ratio (TUR) on devices we calibrate. If we are unable to achieve this ratio on a given calibration, the actual TUR will be noted.
- Calibration standards are maintained in a calibrated condition.
- Calibration work is performed by trained technicians.
- CTC monitors and reports the temperature and relative humidity under which the calibration work is performed, when applicable.
- All calibration data is maintained in our metrology management system.
- All instruments are inspected and cleaned.
- Batteries are only changed when the instrument is received without a battery or when the battery charge is low and impacts the calibration results.
- If repairs are required prior to performing the calibration, an estimate of time and cost will be provided. Repairs are done only with customer approval.
- A calibration sticker is affixed to each instrument except where it will interfere with the unit's functionality. The sticker includes the calibration date, due date, and initials of the technician. Tamper-resistance seals are applied where appropriate.
- A certificate of calibration is supplied for each calibrated instrument and includes the information required by ISO/IEC 17025, latest revision.
- For items received in an out-of-tolerance condition, an out-of-tolerance notification is provided.
- All calibration certificates are available through our portal online service at no additional charge. The portal gives you password-protected access via the internet to your calibration records.
- Calibration recall notification is provided prior to the calibration due date.
- It is the Customer's responsibility to ensure instruments sent to CTC are free of contamination in accordance with State and Federal transportation and/or safety requirements.

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- Specifically, instruments must be free of all chemical and biological agents, oils, or other flammable material and any other contaminants that would cross-contaminate the lab instruments, before being shipped to CTC for calibration or repair. Any contaminated material is deemed a hazardous material.
- Any shipment containing hazardous material received at CTC is not returned. It is the Customer's responsibility to pick up the hazardous material within ten (10) days.
 - In the event the Customer does not pick up the hazardous material within ten (10) days, a local, registered hazardous material disposal company will be contacted for proper disposal or disposition of any such material, and the Customer will be invoiced for the resulting charges.
- Unless otherwise contractually specified, a binary decision rule, utilizing simple acceptance, and simple rejection criteria will be used for the determination of compliance. **CTC's decision rule regarding the uncertainty is that regardless of the uncertainty, CTC reports a statement of compliance based on actual reading of the unit under test.**

PRICING: The price quoted may contain a discount based on dollar volume. If dollar volume commitments are not met, CTC reserves the right to revert to list price. In addition, CTC reserves the right to, with documented evidence, modify pricing quoted in error, or where the requirements of the work have necessitated a substantial change in manpower or equipment requirements. Additional equipment may be added at any time during the duration of the contract. Equipment may be deleted from the agreement with written notice from the Customer prior to the date of calibration under the agreement.

ON-SITE PRICING: An agreement is required prior to scheduling on-site work. As soon as CTC arrives at the Customer's site to perform work, the Customer becomes liable for payment of 90% of the quoted amount or for the actual work performed, whichever is greater, plus travel charges (where applicable).

EQUIPMENT EVALUATION PRICING: If a unit is sent in for calibration only, but is found to need repair, there will be an evaluation charge or the actual calibration price, whichever is lower. If a unit is sent in initially for repair, there will be an evaluation fee applied to the order, depending on the cost of the calibration.

CTC MANAGED SERVICES: If a unit cannot be calibrated in our lab, CTC will charge a nominal fee to manage the process of getting the item calibrated by an outside vendor.

EQUIPMENT EXPEDITE PRICING: CTC has variable expedite fees, based on turnaround time. Please consult with your representative for exact pricing.