

NTS LABS, LLC
GENERAL TERMS AND CONDITIONS
("NTS Terms and Conditions")

1.

Quotation. All pricing details are budgetary in nature and may not be utilized as a basis for pricing similar, repeat, or subsequent orders. The prices for the Services include the provision of Report(s), as defined herein below, and include one (1) revision; additional revisions will be separately priced. Freight related charges are not included in the pricing, unless otherwise specified in the Quotation. All prices quoted are exclusive of taxes, unless otherwise specified in the Quotation. Buyer agrees that all taxes, interest and penalties thereon, if any, relating to the services performed or the goods produced or sold hereunder, excluding taxes based upon the Seller's income and *ad valorem* property taxes of Seller, are to be paid when due by the Buyer. The Seller reserves the right to review and amend any Quotation prices where documentation, specification or other materials relating to the Contract have materially changed since the original Quotation was given or where additional services not envisaged by the Quotation are requested, for example, producing written descriptions of detailed procedures undertaken as part of the Services. For the avoidance of doubt, approval of such additional requests shall remain at the Seller's discretion.

3.

- (a) The Seller agrees to perform the services quoted in compliance with procedures and specifications furnished by Buyer and specifically incorporated into the accepted Order, including all deviations noted in the Quotation. In any event or instance not covered by the Buyer's specifications, or a failure of Buyer to timely respond to inquiries by Seller, the Seller reserves the right to perform services in accordance with its standard practices. Seller shall not be responsible for errors or omissions, or consequential effects of such errors or omissions, due to the Buyer's supplied or approved procedures, specifications, or other supplied information. Seller shall not be responsible for incompatibility of the Buyer's supplied or approved materials, specifications or test specimens.
- (b) The Seller will use its commercially reasonable efforts to complete Services and provide written information, results, technical reports, certificates, test or inspection records, drawings, recommendations, advice or the like in respect of the Services (the "Report") or certificate thereon to the Buyer by any date reasonably requested in writing by the Buyer, but the Seller shall not be liable to the Buyer for: (i) any delay in the performance of any obligation under the Contract; or (ii) damages suffered by the Buyer by reason of such delay.
- (c) Buyer agrees that Seller's sole obligation is to perform services in a professional and workman-like manner, exercising a reasonable degree of care consistent with engineering and testing services industry standard practices, and report the results in the Reports accordance with applicable specifications and instructions received from Buyer's authorized representatives. Seller does not render opinions as to the suitability of any item tested or provided for any particular intended purposes.
- (d) The Seller's obligation to complete Services under the Contract shall be subject to any obligation it may have to comply with any law or other regulation binding on it which may be in force from time to time. Nothing herein shall limit the Seller's other rights as set forth elsewhere herein, or at law or in equity.

4.

- (a) Unless otherwise specified therein, the prices in the Quotation are based upon the timely receipt of all "Buyer's Property", as defined herein, in correct and operating condition, and all related technical information, prior to the date such items are required to support the Seller's offered schedule. Any Buyer supplied technical support labor must be available on the same date. All test articles and equipment must be received by Seller in one (1) lot, unless specific exemptions to this requirement are specified in the Quotation. Buyer is responsible for all freight charges, freight insurance, duties, customs brokerage fees, transit taxes and export/import filings for transfer of freight inbound or outbound, unless specific exemptions to this requirement are specified in the Quotation. Freight outbound from Seller to Buyer shall be INCOTERMS 2010, EXW-Location named by Seller (FOB Seller's Dock). Freight inbound from Buyer to Seller shall be INCOTERMS

2010, DDP-Location named by Seller (FOB Seller's Dock, duty paid) at Buyer's additional expense. If Buyer requires assistance from Seller in securing Customs clearance and delivery of test items to Seller's facility, then Buyer will be charged for duties, fees, taxes, US transportation

(g)

Seller's tooling nor the Seller's setups will be released from the Seller's facility. All right, title and

Seller's price and schedule shall be equitably adjusted for the additional work commensurate with the changed requirements, the status of Seller's work in process at the time of the Seller's receipt of the Buyer's Change Order, and the Seller's written acceptance of the changed or added work. Buyer required revisions of documents/drawings in excess of one revision, or a failure of Buyer to definitively review and approve/disapprove documents and drawings within ten (10) business days may be construed as Change Orders, and the appropriate charges may be added accordingly. In accordance with Seller's Quality Management System and FAR 52.243-1 Alt III, Seller cannot proceed with disputed work or work not authorized by written Change Order and Associated Purchase Order Change.

(b) Interruptions, Delays and S reW*nBT/Fr(1)S

claimed to have been defective or to which Buyer's claim otherwise relates. The Buyer acknowledges that the above provisions of this Section 10 are reasonable and reflected in the price which would be higher without those provisions and the Buyer will accept such risk and/or insure accordingly.

Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

19. NO PARTNERSHIP OR AGENCY:

Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, make any Party the agent of another Party, or authorize any Party to make or enter into any commitments for or on behalf of any other Party. Each Party confirms it is acting on its own behalf and not for the benefit of any other person or entity.

20. THIRD PARTIES:

A person who is not a Party to the Contract shall not have any rights under the Contract to enforce any term of the Contract. The Contract is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of the Contract.

21. SUBCONTRACTING:

Unless otherwise restricted by the terms of the Contract and/or obligations under any accreditation or governing approval, the Seller shall be entitled, in its absolute discretion, to sub-contract the whole of or any part of the Services. The Seller may assign, delegate, license or hold on trust, all or any part of its rights or obligations under the Contract. The Contract is personal to the Buyer which may not assign, delegate, license, hold on trust or sub-contract all or any of its rights or obligations under the Contract without the Seller's prior written consent.

22. SEVERABILITY:

If any provisions of these terms and conditions are held invalid by any law and/or regulation, all other provisions hereof shall continue in full force and effect. A waiver of any provision of these terms and conditions shall not constitute a waiver of any other provision. Any failure of Seller or Buyer to enforce a provision of these terms and conditions shall not constitute a waiver of any other provision of these terms and conditions and all other provisions shall remain in full force and effect.

23. HEADINGS:

The headings contained herein are for the convenience of the reader and they are not intended to be all-inclusive nor shall they be considered for any other purpose in construing these terms and conditions.

24. ELECTRONIC SIGNATURE VALID:

The parties agree that the contract between the Buyer and Seller may be executed: (i) pursuant to the process set forth in the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001, et. seq.), or (ii) in as many counterparts as may be required to reflect all Parties' assent; all counterparts shall collectively constitute a single agreement. A legible facsimile or certified digital signature that can be authenticated will constitute an original and binding signature of a Party.