

# Test Report

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

Report No EQ1922-2

Client Amazon Robotics LLC

Address 300 Riverpark Drive

North Reading, MA 01864

Phone 978-276-2815

Items tested SRBRS Badge Module

FCC ID 2AEZR-SRBRSBADGE 10244A-SRBRSBADGE

FRN 0024656845

Equipment Type Part 15 Low Power Transmitter Below 1705kHz

Equipment Code DCD

Standards CFR Title 47 FCC Part 15.209, RSS-210 Issue 9 Section 4.4

Test Dates August 1, 2016

Results As detailed within this report

Prepared by

Tuven Truona – EMQ Test Engineer

Authorized by

nus Faziloglu – Sr. EMC Engineer

Issue Date

10/25/2016

Conditions of Issue

This Test Report is issued subject to the conditions stated in the 'Conditions of Testing' section on page 10 of this report.





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Form Final Report REV 2-16-07 (DW)



# **Product Tested - Configuration Documentation**

					EUT (	Configuration							
Work	Order:	Q1922				-							
Con	npany:	Amazon	n Robotics I	LC									
Company Ac	ldress:	300 Riv	erpark Driv	e									
		North R	North Reading, MA, 01864										
Co	ontact:	:: Dao Keopadith											
				MN			PN			SN			
	EUT:		SRBRS	Badge Module		60	00-00928			Product	ion 1		
EUT Descr	iption:	SRBRS	Badge Mod	lule									
EUT TX Freq	uency:	925 MF	Ηz										
EUT TX Freq	uency:	0.125 N	ИHz										
Support Equipment				M	N				SN				
Laptop Lenovo				Thinkpad	1 W520				21442	2			
Cerberus, Vest and Ca	able			610-0	1026								
Assembly (Host)													
				1	ı			1	1		1		
Port Label	Port	Туре	# ports	# populated	cable type	shielded	ferrites	length (m)	in/out	under test	comment		
RJ45	other		1	1	other	Yes	No	1.5	in	yes			
USB maintenance port cable	USB	1 1 USB				Yes	No	3	in	no	only used to configure the EUT		
Software Operating	Mode Do	escription	n:										
EUT was set to transr													
Normal mode: -10dBm TX power with 500mS interval.													
Maximum transmit power is 10dBm. Firmware version V1.21-261CE42.													



Reason for change Original Release Date Issued
October 25, 2016

#### Summary and Test Methodology

On August 1, 2016 we tested the SRBRS Badge Module for compliance with the following requirements:

CFR Title 47 FCC Part 15.209, RSS-210 Issue 9 Section 4.4

EUT transmits at 125kHz. Emissions were maximized by rotating the device around 3 orthogonal planes. EUT has an integral antenna.

Radiated emission testing was performed according to the procedures specified in ANSI C63.10-2013 and RSS-Gen Issue 4.

AC mains conducted emission testing was not required because the EUT is battery powered.

EUT operating voltage is 15VDC.

The following bandwidths were used during radiated spurious emissions testing.

Frequency	RBW	VBW
0.15-30MHz	9kHz	30kHz
30-1000MHz	120kHz	1MHz
1-25GHz	1MHz	3MHz

We found that the product met the above limits. The test sample was received in good condition.



Reason for change Original Release Date Issued
October 25, 2016



# Compliance Statement

RSS-GEN	RSP-100	RSS 210	Part 15	Comments
6.3			15.15(b)	There are no controls accessible to the user that
				varies the output power.
	3.1		15.19	The label is shown in the label exhibit.
	3.2		15.21	Information to the user is shown in the instruction
				manual exhibit.
			15.27	No special accessories are required for compliance.
6.1, 6.5			15.31	The EUT was tested in accordance with the
·				measurement standards in this section.
			15.33	Frequency range was investigated according to this
				section, unless noted in specific rule section under
				which the equipment operates.
8.1			15.35	The EUT emissions were measured using the
				measurement detector and bandwidth specified in
				this section, unless noted in specific rule section
				under which the equipment operates.
8.3			15.203	The antenna for this device is an internal tuned
				ferrite core.
8.10		4.4	15.205	The fundamental is not in a Restricted band and the
			15.209	spurious and harmonic emissions in the Restricted
				bands comply with the general emission limits of
				15.209 or RSS-Gen as applicable
8.8			15.207	Not applicable since EUT is battery powered.
6.6				99% emissions bandwidth plot is provided.

# Modifications Required for Compliance

None.



Reason for change Original Release Date Issued
October 25, 2016

#### Test Results

#### RADIATED EMISSIONS

Radiated Emissions Table Date: 01-Aug-16 Company: Amazon Robotics LLC Work Order: Q1922 EUT Desc: SRBRS Badge Module Engineer: Jason Haley EUT Operating Voltage/Frequency: 15VDC Battery Temp: 22C Humidity: 50% Pressure: 1011 Frequency Range: 125kHz Fundamental F Measurement Distance: 3m Notes: Duty-cycle correction factor -10.91dB EUT Max Freq: 925MHz FCC Part 15.209 Preamp Antenna Adjusted Limit Margin Margin (0° - 90°) (MHz) (dBµV) (dB) (dB/m) (dB) (dBµV/m) (dBµV/m) (dB) (Pass/Fail (dBμV/m (Pass/Fail) 0.125 51.1 0.0 114.5 125.7 -11.2 Pass 0, peak 63.3 0.1 0.125 40.2 0.0 63.3 0.1 103.6 105.7 -2.1 Pass 0. average 0.125 49.4 63.3 112.8 125.7 -12.9 Pass 90, peak 0.0 0.1 90, average 0.125 38.5 0.0 63.3 101.9 105.7 -3.8 Pass Table Result: Pass -2.1 dB Worst Freq: 0.125 MHz by Cable 1: Asset #2051 Cable 2: Asset #1784 Cable 3: Test Site: EMI Chamber 1 Analyzer: MXE Preamp: none Antenna: Sm Loop (low) Preselector: ---CSsoft Radiated Emissions Calculator v 1.017.165 Copyright Curtis-Straus LLC 20 Adjusted Reading = Reading - Preamp Factor + Antenr

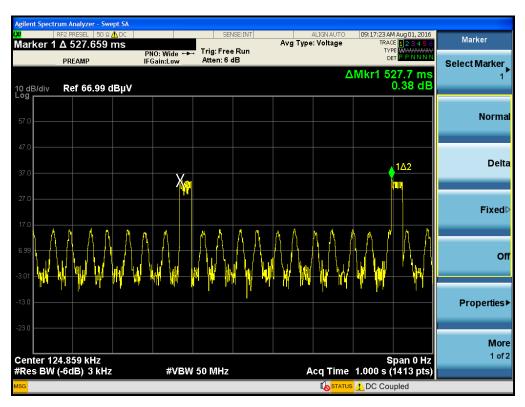
Date:	01-Aug-16		Company:	Amazon Ro	obotics						V	ork Order:	: Q1922
Engineer: Jason Haley EUT Desc: SRBRS Badge Module								EUT Operating Voltage/Frequency: 15VDC Batter					
Temp:	22		Humidity:	50%		Press	sure: 1011						
	Freque	ncy Range:	9k-30MHz	spurious				I	Measurem	ent Dis	stance:	3m	
Notes:	Peak Readings	3							E	UT Max	x Freq:	925MHz	
Antenna								FCC Class B				s B	
Antenna Polarization	Frequency	Reading	Preamp Factor	Antenna Factor	Cable Factor	Adjusted Reading		Margin	Result	+ -	imit	Margin	Result
(0° - 90°)	(MHz)	(dBµV)	(dB)	(dB/m)	(dB)	(dBμV/m	, I	(dB)	(Pass/Fail)		βμV/m)	(dB)	(Pass/Fail)
0, peak	0.01589	13.9	0.0	80.9	0.0	94.8				12	23.6	-28.8	Pass
0, peak	0.06292	7.4	0.0	68.7	0.0	76.1				11	11.6	-35.5	Pass
90, peak	0.37467	13.8	0.0	55.3	0.1	69.2					96.1	-26.9	Pass
0, peak	0.375	15.4	0.0	55.3	0.1	70.8				9	96.1	-25.3	Pass
Tab		_											
rab	le Result:	Pass	by	-25.3	dB				V	Vorst	Freq:	0.375	MHz
Test Site:	EMI Chamber		,	-25.3 Asset #205				Cable 2: /	Asset #178	4		Cable 3:	:
Test Site: Analyzer:	EMI Chamber	1	Cable 1: Preamp:	Asset #205				Cable 2: /	Asset #178	4			:
Test Site: Analyzer: Ssoft Radiate	EMI Chamber MXE d Emissions Ca	1 Ilculator v	Cable 1: Preamp: 1.017.165	Asset #205 none	51				Asset #178	4		Cable 3: Preselector:	:
Test Site: Analyzer: Ssoft Radiate ljusted Readi	EMI Chamber	1 Ilculator v	Cable 1: Preamp: 1.017.165	Asset #205 none	51	actor			Asset #178	4		Cable 3: Preselector:	:
Test Site: Analyzer: Ssoft Radiate ljusted Readi v. 7/24/2016	EMI Chamber MXE d Emissions Ca	1 Ilculator v Preamp Fac	Cable 1: Preamp: 1.017.165 tor + Anteni	Asset #205 none na Factor +	51	actor	Mfr		Asset #178	4	F	Cable 3: Preselector:	:
Test Site: Analyzer: Ssoft Radiate justed Readi v. 7/24/2016	EMI Chamber MXE d Emissions Ca ng = Reading -	1 Iculator v Preamp Fac	Cable 1: Preamp: 1.017.165 tor + Anteni	Asset #205 none na Factor +	51 Cable F		<b>Mfr</b> Agilent	Antenna: S	Asset #178 Sm Loop (I	34 ow)	Calibra	Cable 3: Preselector: Copyright	: : Curtis-Straus LLC :
Test Site: Analyzer: Ssoft Radiate justed Readi v. 7/24/2016	EMI Chamber MXE d Emissions Ca ng = Reading - n Analyzers / Ro MXE EMI I	1 Ilculator v Preamp Faceceivers /Pre	Cable 1: Preamp: 1.017.165 tor + Anteni	Asset #205 none na Factor + Ra 20Hz-	Cable F	MN		Antenna: 9 SN MY53290009	Asset #178 Sm Loop (I	64 ow)	Calibra	Cable 3: Preselector: Copyright ation Due 4/2017	Curtis-Straus LLC:  Calibrated o 7/14/2016
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Test Site: Analyzer: Ssoft Radiate justed Readi v. 7/24/2016	EMI Chamber MXE d Emissions Ca ng = Reading - n Analyzers / Re MXE EMI I EMI Chai	lculator v Preamp Face eceivers /Pre Receiver ssions Sites mber 1	Cable 1: Preamp: 1.017.165 tor + Anteni	Asset #205 none na Factor + Ra 20Hz- FCC 719	Cable Finge 8.4GHz Code 9150	MN N9038A IC Code 2762A-6	Agilent  VCCI Code  A-0015	SN MY53290009 Range 30-1000MHz	Asset #178 Sm Loop (I Asset 1168255	Cat	Calibra 7/14 Calibra 3/2 Calibra	Cable 3: Preselector: Copyright ation Due 4/2017 ation Due 1/2017	Calibrated of 3/21/2015
Test Site: Analyzer: soft Radiate justed Readi v. 7/24/2016 Spectrum	EMI Chamber MXE d Emissions Ca ng = Reading - n Analyzers / Re MXE EMI I  Radiated Emi EMI Chai  Anten Small I	liculator v Preamp Faceceivers /Pro Receiver ssions Sites mber 1 inas Loop	Cable 1: Preamp: 1.017.165 tor + Anteni	Asset #205 none na Factor + Ra 20Hz- FCC 719	Cable Finge 8.4GHz Code 9150	MN N9038A IC Code 2762A-6 MN PLA-130/A	Agilent  VCCI Code A-0015  Mfr ARA  Mfr	SN MY53290009 Range 30-1000MHz SN 1024 SN	Asset #178 Sm Loop (I  Asset 1168255  Asset 755  Asset	Cat   Cat   Cat   Cat   Cat	Calibra 7/14 Calibra 3/2 Calibra 6/14 Calibra	Cable 3: Preselector: Copyright ation Due 4/2017 ation Due 1/2017 ation Due 4/2018 ation Due	Calibrated c 3/21/2015 Calibrated c 3/21/2015 Calibrated c 6/14/2016
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Test Site: Analyzer: Ssoft Radiate ljusted Readi v. 7/24/2016 Spectrum	EMI Chamber MXE d Emissions Ca ng = Reading - n Analyzers / Re MXE EMI I  Radiated Emi EMI Chai  Anten Small I  Meteorologi Weather Clock (F	lculator v Preamp Face eceivers /Pro Receiver ssions Sites mber 1 mas Loop cal Meters Pressure Only	Cable 1: Preamp: 1.017.165 tor + Anteni	Asset #205 none na Factor + Ra 20Hz- FCC 719 Ra 10kHz	Cable Finge 8.4GHz Code 9150	MN N9038A IC Code 2762A-6 MN PLA-130/A MN BA928	Agilent  VCCI Code A-0015  Mfr ARA  Mfr Oregon Scientific	SN MY53290009 Range 30-1000MHz SN 1024 SN	Asset #178 Sm Loop (I  Asset 1168255  Asset 755  Asset 831	Cat   Cat   Cat   Cat	Calibra 7/14 Calibra 3/2 Calibra 6/14 Calibra 4/28 4/5	Cable 3: Preselector: Copyright ation Due 4/2017 ation Due 4/2018 ation Due 8/2018	Calibrated of 3/21/2015  Calibrated of 3/21/2015  Calibrated of 6/14/2016  Calibrated of 4/28/2016
Test Site: Analyzer: Ssoft Radiate djusted Readi v. 7/24/2016 Spectrum	EMI Chamber MXE d Emissions Ca ng = Reading - n Analyzers / Re MXE EMI I  Radiated Emi EMI Chai  Anten Small I  Meteorologi Weather Clock (F	liculator v Preamp Fac eceivers /Pre Receiver ssions Sites mber 1 inas Loop cal Meters Pressure Only 2080 es	Cable 1: Preamp: 1.017.165 tor + Anteni	Asset #205 none  1a Factor +  Ra 20Hz-  FCC 71s  Ra 10kHz	Cable Finge 8.4GHz Code 9150 inge -30MHz	MN N9038A IC Code 2762A-6 MN PLA-130/A MN BA928	Agilent  VCCI Code A-0015  Mfr ARA  Mfr Oregon Scientific HDE	SN MY53290009 Range 30-1000MHz SN 1024 SN	Asset #178 Sm Loop (I  Asset 1168255  Asset 755  Asset 831	Cat   Cat   Cat	Calibra 7/14 Calibra 3/2 Calibra 6/14 Calibra 4/28 4/5 Calibra 3/7	Cable 3: Preselector: Copyright  ation Due 4/2017  ation Due 4/2018  ation Due 8/2018  ation Due 8/2018	Calibrated of 3/21/2016  Calibrated of 3/21/2015  Calibrated of 6/14/2016  Calibrated of 4/28/2016

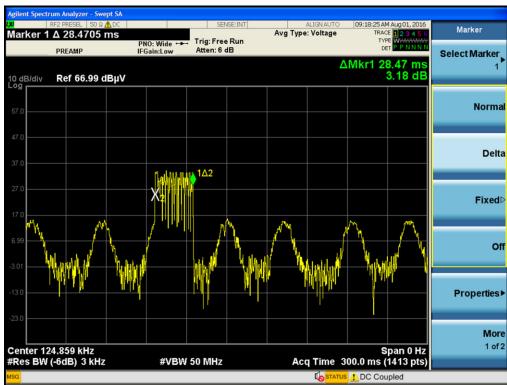
All equipment is calibrated using standards traceable to NIST or other nationally recognized calibration standard.





### **Duty-Cycle Correction Factor**



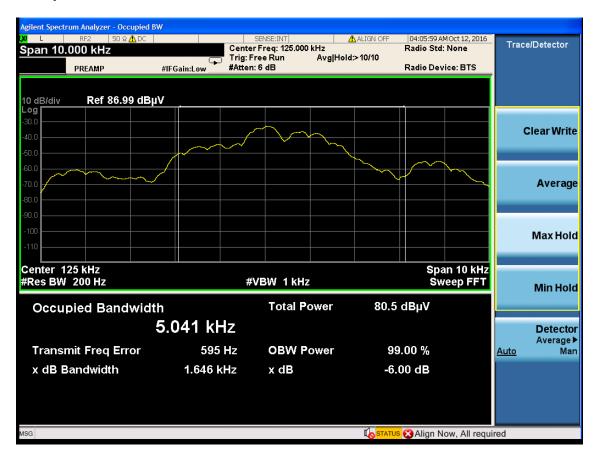


DCCF = 20\*LOG(28.47/100) = -10.91dB





#### **Occupied Bandwidth**





## 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 (Ucispr)
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 (Ucispr)
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 x 10 <sup>-8</sup>	1 x 10 <sup>-7</sup>
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.

  3. 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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