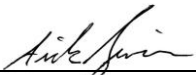
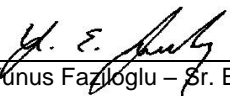


Bureau Veritas Consumer Products Services, Inc.

Report No	ET1264-2
Client	Amazon Robotics LLC
Address	300 Riverpark Drive North Reading, MA 01864
Phone	978-276-2815
Items tested	FIDO CONTROL BOX ASSEMBLY, NA
FCC ID	2AEZR-FIDO
IC	10244A-FIDO
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	June 7, 13, 17 and 25, 2019
Results	As detailed within this report
Prepared by	 Arik Zwirner – EMC Engineer
Authorized by	 Yunus Faziloglu – Sr. Engineer
Issue Date	9/23/2019
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.

Bureau Veritas Consumer Products Services, Inc. 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 2-16-07 (DW)



Product Tested - Configuration Documentation

EUT Configuration										
Work Order:	T1264									
Company:	Amazon Robotics LLC									
Company Address:	300 River Park Drive									
	North Reading, MA, 01864									
Contact:	Dao Keopadith									
	MN					SN				
EUT:	FIDO CONTROL BOX ASSEMBLY, NA					Beta3-34-NA (for North America version)				
EUT Description:										
EUT Max Frequency:	925 MHz									
EUT Min Frequency:	0.125 MHz									
EUT Components	MN					SN				
CUI Power Supply	DSI36-15-UD									
Port Label	Port Type	# ports	# populated	cable type	shielded	ferrites	length (m)	in/out	under test	comment
AC Mains	Power AC	1	1	Power AC	No	No	2	in	yes	
Ethernet	Ethernet	1	1	Ethernet	No	No	10	in	yes	
Mini USB	USB	1	1	USB	Yes	Yes	2	in	yes	
Sensor 8-pin	other	3	3	other	Yes	Yes	3	in	yes	
Sensor 6-pin	other	2	2	other	Yes	Yes	3	in	yes	
Serial	other	1	1	other	Yes	No	2	in	yes	
DC power	Power DC	1	1	Power DC	No	No	2	in	yes	to AC-DC power supply
Software Operating Mode Description:										
Both 0.125MHz and 925MHz radios are ON during testing.										

Clock Frequencies	
frequencies (MHz)	925, 25, 0.125



Reason for change
Original Release

Date Issued
September 23, 2019

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Summary and Test Methodology

On Jun 7, 13, 17 and 25, 2019 we tested the FIDO CONTROL BOX ASSEMBLY, NA 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 tested with the EUT in its intended upright installation orientation. EUT has an integral antenna.

Radiated emission testing was performed according to the procedures specified in ANSI C63.10-2013 and RSS-Gen Issue 5.

AC mains conducted emission testing was performed at an operating voltage of 120VAC/60Hz.

Following bandwidths were used during radiated and conducted spurious emissions testing.

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

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



Reason for change
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Compliance Statement

RSS-GEN	RSP-100	RSS 210	Part 15	Comments
6.4			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.
3.2			15.31	The EUT was tested in accordance with the measurement standards in this section.
6.13.2			15.33	Frequency range was investigated according to this section, unless noted in specific rule section under which the equipment operates.
6.13.1			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.
6.8			15.203	The antenna for this device is an internal tuned ferrite core.
8.10			15.205 15.209	The fundamental is not in a Restricted band and the 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	AC mains emissions met the requirements of 15.207
6.7				99% emissions bandwidth plot is provided.

Modifications Required for Compliance

None.



Reason for change
Original Release

Date Issued
September 23, 2019

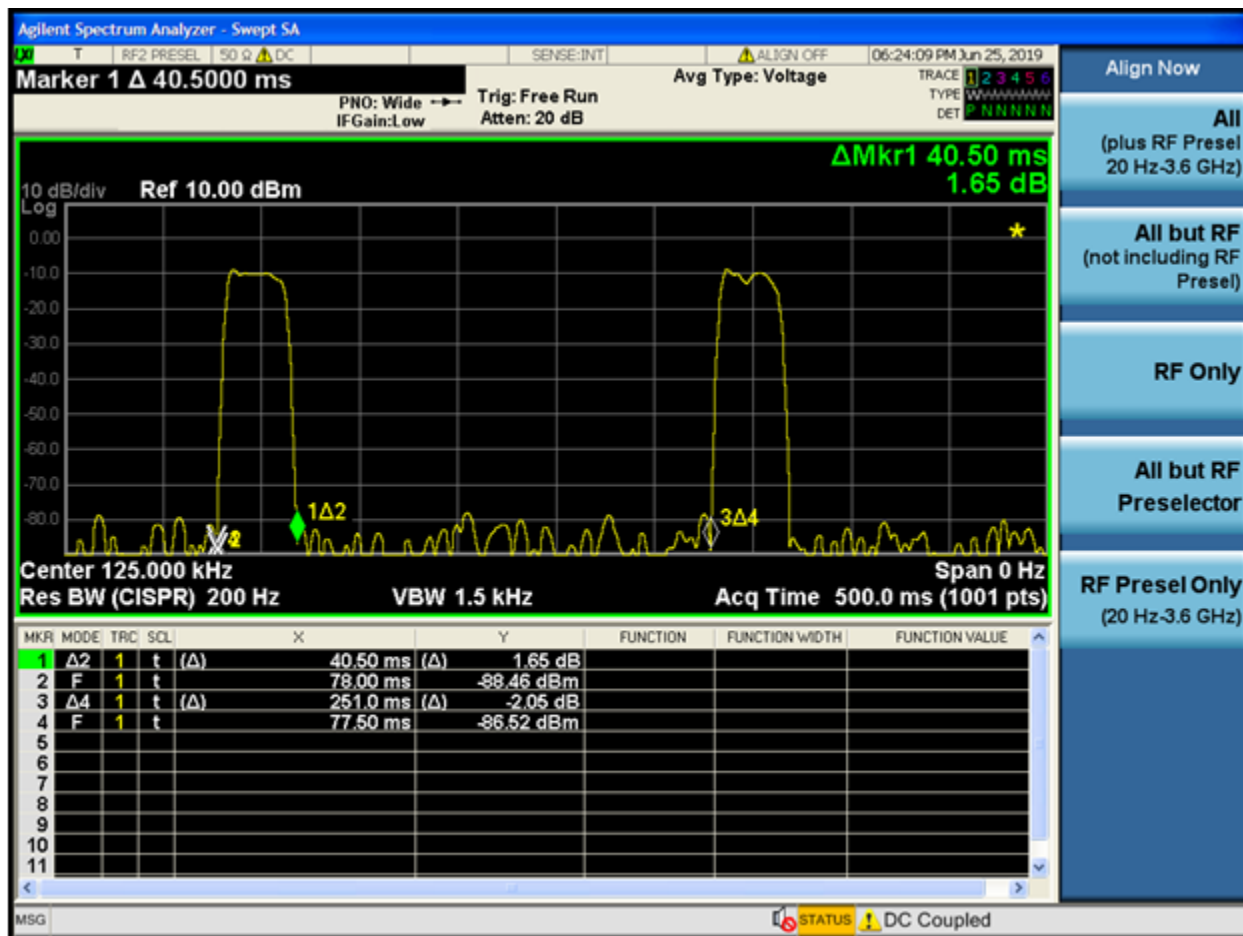
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Test Results

Radiated Emissions

Duty Cycle Measurement:



41ms wide pulse every 251ms, therefore;

Duty-Cycle Correction Factor = $20 \cdot \log(41/100) = -7.7\text{dB}$

Radiated Emissions Table

Date: 07-Jun-19							Work Order: T1264				
Engineer: AKZ							EUT Operating Voltage/Frequency: 120Vac/60Hz				
Temp: 25°C			Humidity: 46%			Pressure: 1010mbar					
Frequency Range: 9kHz-30MHz							Measurement Distance: 3 m				
Notes: EUT in upright position only (as intended installation)							DCCF: 20log(41ms/100ms) = -7.7dB				
Antenna Polarization (H / V)	Frequency (MHz)	Reading (dBμV)	Preamp Factor (dB)	Antenna Factor (dB/m)	Cable Factor (dB)	Adjusted Reading (dBμV/m)	Duty Cycle: 41ms/100ms		FCC 15.209		
							DCCF (dB)	Result (dBμV/m)	Limit (dBμV/m)	Margin (dB)	Result (Pass/Fail)
Measurement Antenna Perpendicular			---	---	---	---	---	---	---	---	---
	0.125	101.5	0.0	10.2	0.2	111.9	-7.7	104.2	105.7	-1.5	Pass
	0.375	52.8	0.0	9.9	0.1	62.8	---	---	96.1	-33.3	Pass
	1.0	32.9	0.0	10.7	0.2	43.8	---	---	67.6	-23.8	Pass
	29.9	30.3	0.0	8.0	0.4	38.7	---	---	69.5	-30.8	Pass
Measurement Antenna Parallel			---	---	---	---	---	---	---	---	---
	0.125	96.1	0.0	10.2	0.2	106.5	-7.7	98.8	105.7	-6.9	Pass
	0.375	50.5	0.0	9.9	0.1	60.5	---	---	96.1	-35.6	Pass
	1.0	27.9	0.0	10.7	0.2	38.8	---	---	67.6	-28.8	Pass
	29.9	29.0	0.0	8.0	0.4	37.4	---	---	69.5	-32.1	Pass
Measurement Antenna Horizontal (parallel to floor)			---	---	---	---	---	---	---	---	---
	0.125	78.9	0.0	10.2	0.2	89.3	-7.7	81.6	105.7	-24.1	Pass
	0.375	32.0	0.0	12.4	0.0	44.4	---	---	96.1	-51.7	Pass
	1.0	31.7	0.0	10.7	0.2	42.6	---	---	67.6	-25.0	Pass
	29.7	27.6	0.0	8.0	0.4	36.0	---	---	69.5	-33.5	Pass
Test Site: EMI Chamber 2			Cable 1: Asset #2586				Cable 2: Asset #2467				
Analyzer: 2093			Preamp: None				Antenna: Asset 2615 Loop				
CSsoft Radiated Emissions Calculator v 1.017.215											
Adjusted Reading = Reading - Preamp Factor + Antenna Factor + Cable Factor											
Copyright Curtis-Straus LLC 2006											

Copyright Curtis-Straus LLC 2000

All measurements above are Peak. FCC 15.209(d) specifies the limits within 110-490 kHz range as average. Duty-cycle correction factor is used for the fundamental emission since the device is employing pulsed operation (15.35(c)).

Rev. 6/25/2019

Spectrum Analyzers / Receivers / Preselectors

2093 MXE EMI Receiver

Range
20Hz-26.5GHzMN
N9038AMfr
AgilentSN
MY51210181Asset
2093Cat
ICalibration Due
11/21/2019Calibrated on
11/21/2018**Radiated Emissions Sites**EMI Chamber 2
EMI Chamber 2FCC Code
719150
719150IC Code
2762A-7
2762A-7VCCI Code
A-0015
A-0015Range
30-1000MHz
1-18GHzAsset
1686
1686Cat
I
ICalibration Due
12/7/2020
12/7/2020Calibrated on
12/7/2018
12/7/2018**Antennas**

2615 Active Loop Antenna

Range
9KHz-30MHzMN
6502Mfr
EMCOSN
2049Asset
2615Cat
ICalibration Due
10/30/2019Calibrated on
10/30/2018**Meteorological Meters/Chambers**Weather Clock (Pressure Only)
Asset #2659MN
BA928
1235C97Mfr
Oregon Scientific
Control CompanySN
C3166-1
181683830Asset
831
2659Cat
I
ICalibration Due
5/15/2020
4/3/2020Calibrated on
5/15/2018
4/3/2019**Cables**Asset #2467
Asset #2585Range
9KHz-18GHz
9KHz-18GHzMfr
MegaPhase
PasternackCat
II
IICalibration Due
10/31/2019
5/24/2020Calibrated on
10/31/2018
5/24/2019

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

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Bureau Veritas Consumer Product Services Inc.
 Radiated Emissions Electric Field 3m Distance
 30-1000MHz Horizontal Data
 Notes:
 952MHz and 125kHz radios transmitting
 EUT in vertical/upright orientation

Work Order - T1264
 EUT Power Input - 120Vac/60Hz
 Test Site - CH-2
 Conditions - 25°C; 45%RH; 1005mBar
 Test Engineer - AKZ

Data Taken at 10:49:48 AM, Friday, June 07, 2019

Frequency (MHz)	Raw QP Reading (dBμV)	Correction Factor (dB/m)	Adjusted QP Amplitude (dBμV/m)	Lim1: FCC_pt15_2 09 (dBμV/m)	Margin to Lim1 (dB)	Test Results Lim1 (Pass/Fail)	Worst Margin Lim1 (dB)	Lim2: FCC_pt15_1 09_Class_B (dBμV/m)	Margin to Lim2 (dB)	Test Results Lim2 (Pass/Fail)	Worst Margin Lim2 (dB)	Antenna Height (cm)	EUT Azimuth (degrees)
280.002	25.9	-11.1	14.8	46	-31.2	PASS		46	-31.2	PASS		244	340
433.445	41.4	-7.9	33.5	46	-12.5	PASS		46	-12.5	PASS		161	0
443.843	39.2	-7.7	31.5	46	-14.5	PASS		46	-14.5	PASS		108	18
453.947	46.7	-7.3	39.4	46	-6.6	PASS	-6.6	46	-6.6	PASS	-6.6	145	70
544.392	26.7	-5.9	20.8	46	-25.2	PASS		46	-25.3	PASS		175	144
704.326	24.7	-3.7	21	46	-25	PASS		46	-25	PASS		244	43

Bureau Veritas Consumer Product Services Inc.
 Radiated Emissions Electric Field 3m Distance
 30-1000MHz Vertical Data
 Notes:
 952MHz and 125kHz radios transmitting
 EUT in vertical/upright orientation

Work Order - T1264
 EUT Power Input - 120Vac/60Hz
 Test Site - CH-2
 Conditions - 25°C; 45%RH; 1005mBar
 Test Engineer - AKZ

Data Taken at 10:49:48 AM, Friday, June 07, 2019

Frequency (MHz)	Raw QP Reading (dBμV)	Correction Factor (dB/m)	Adjusted QP Amplitude (dBμV/m)	Lim1: FCC_pt15_2 09 (dBμV/m)	Margin to Lim1 (dB)	Test Results Lim1 (Pass/Fail)	Worst Margin Lim1 (dB)	Lim2: FCC_pt15_1 09_Class_B (dBμV/m)	Margin to Lim2 (dB)	Test Results Lim2 (Pass/Fail)	Worst Margin Lim2 (dB)	Antenna Height (cm)	EUT Azimuth (degrees)
76.538	44	-17.4	26.6	40	-13.4	PASS		40	-13.4	PASS		125	340
150.485	48	-12.7	35.2	43.5	-8.3	PASS	-8.3	43.5	-8.3	PASS	-8.3	166	114
209.758	43.2	-13.9	29.3	43.5	-14.2	PASS		43.5	-14.2	PASS		125	65
213.976	42.3	-13.8	28.5	43.5	-15	PASS		43.5	-15	PASS		125	4
214.724	41.7	-13.8	27.9	43.5	-15.6	PASS		43.5	-15.7	PASS		132	25
413.653	43.1	-7.8	35.3	46	-10.7	PASS		46	-10.7	PASS		125	150

Rev. 6/25/2019

Spectrum Analyzers / Receivers / Preselectors

2093 MXE EMI Receiver

Range 20Hz-26.5GHz
 MN N9038A

Mfr Agilent

SN MY51210181

Asset 2093

Cat I

Calibration Due 11/21/2019

Calibrated on 11/21/2018

Radiated Emissions Sites

EMI Chamber 2
 EMI Chamber 2

FCC Code 719150
 IC Code 2762A-7
 719150 2762A-7

VCCI Code A-0015
 A-0015

Range 30-1000MHz
 1-18GHz

Asset 1686
 1686

Cat I
 I

Calibration Due 12/7/2020
 12/7/2020

Calibrated on 12/7/2018
 12/7/2018

Antennas

Red-Brown Bilog

Range 30-2000MHz
 MN JB1

Mfr Sunol

SN A0032406

Asset 1218

Cat I

Calibration Due 3/11/2021

Calibrated on 3/11/2019

Preamps / Couplers Attenuators / Filters

185710 Rental PA

Range 9KHz-1GHz
 MN 310

Mfr SONOMA INSTRUMENT

SN 185710

Asset II

Calibration Due 4/16/2020

Calibrated on 4/16/2019

Meteorological Meters/Chambers

Weather Clock (Pressure Only)
 Asset #2659

MN BA928
 1235C97

Mfr Oregon Scientific
 Control Company

SN C3166-1
 181683830

Asset 831
 2659

Cat I
 I

Calibration Due 5/15/2020
 4/3/2020

Calibrated on 5/15/2018
 4/3/2019

Cables

Asset #2455
 Asset #2467
 Asset #2606

Range 9KHz-18GHz
 9KHz-18GHz
 9KHz-18GHz

Mfr MegaPhase
 MegaPhase
 MegaPhase

Cat II
 II
 II

Calibration Due 10/29/2019
 10/31/2019
 4/2/2020

Calibrated on 10/29/2018
 10/31/2018
 4/2/2019

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



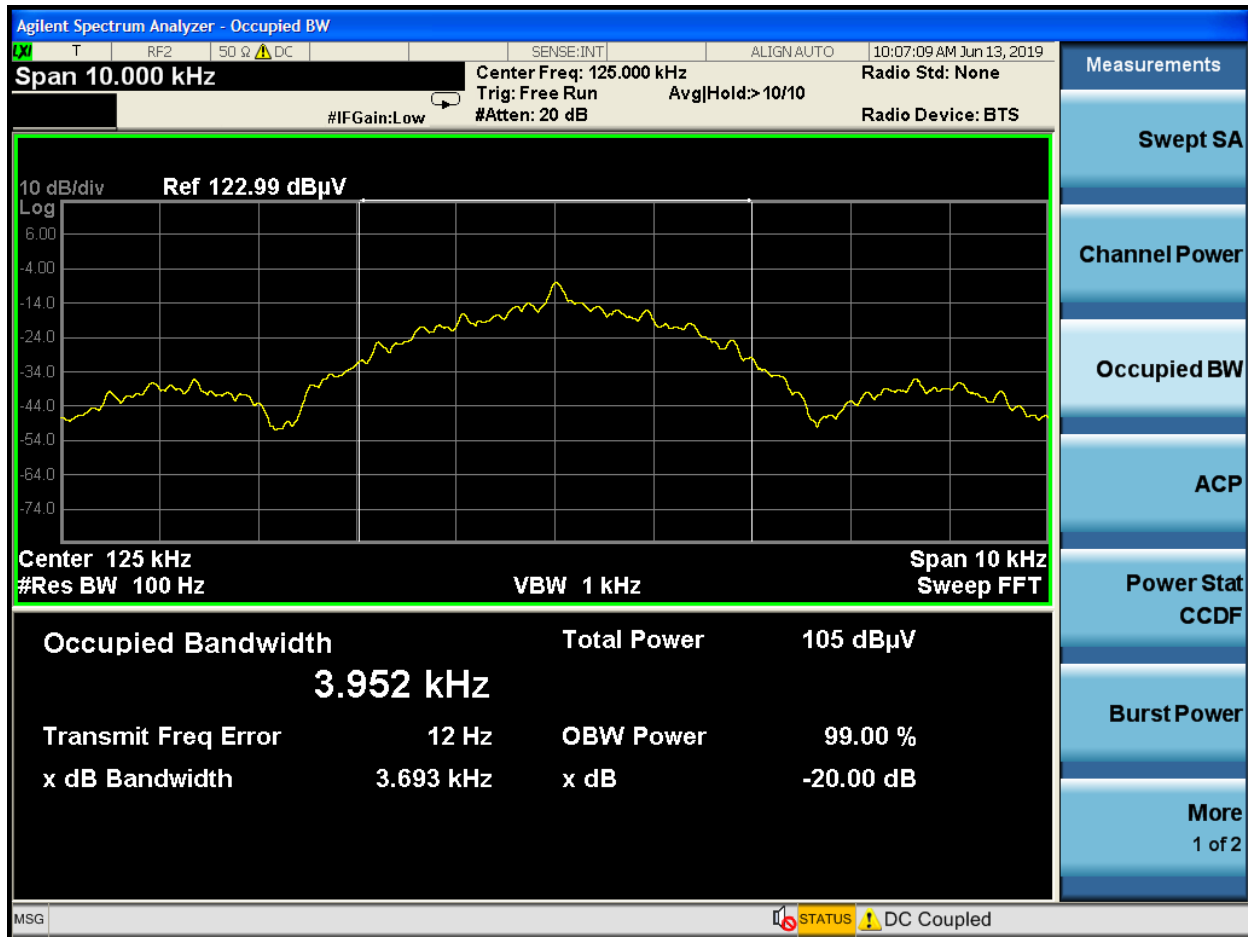
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Occupied Bandwidth

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Conducted Emissions

Bureau Veritas Consumer Product Services Inc.
Conducted Emissions per CISPR 16-2-1
Peak Detector Data
Notes:

Work Order # - T1264
EUT Power Input - 120VAC/60Hz
Test Site - CEMI-5
Conditions: - 23°C; 51%RH; 1006mBar
Test Engineer - AKZ

EUT Line tested: 120VAC/60Hz; Neutral Phase

17-Jun-19

Frequency	Raw Pk Reading	Correction Factor	Adjusted Pk Amplitude	QP Lim: Mains_FCC&CISPR_QP_Class_B	Margin to the QP Limit	Pk to QP Limit Results	Worst Margin (QP Limit)	Av Lim: Mains_FCC&CISPR_Avg_Class_B	Margin to Avg Limit	Pk to Avg Limit Results	Worst Margin (Avg Limit)
(MHz)	(dBμV)	(dB)	(dBμV)	(dBμV)	(dB)	(Pass/Fail)	(dB)	(dBμV)	(dB)	(Pass/Fail)	(dB)
0.151	35.9	19.9	55.8	65.9	-10.1	PASS	-10.1	55.9	-0.1	PASS	-0.1
0.193	30.1	19.9	50	63.9	-13.9	PASS		53.9	-3.9	PASS	
0.221	29.5	19.9	49.4	62.8	-13.4	PASS		52.8	-3.4	PASS	
0.251	29.2	19.9	49.1	61.7	-12.6	PASS		51.7	-2.6	PASS	
0.553	18.9	19.9	38.8	56	-17.2	PASS		46	-7.2	PASS	
0.592	21.2	19.9	41.1	56	-14.9	PASS		46	-4.9	PASS	

Bureau Veritas Consumer Product Services Inc.
Conducted Emissions per CISPR 16-2-1
Final Average Detector Data
Notes:

Work Order # - T1264
EUT Power Input - 120VAC/60Hz
Test Site - CEMI-5
Conditions: - 23°C; 51%RH; 1006mBar
Test Engineer - AKZ

EUT Line tested: 120VAC/60Hz; Neutral Phase

17-Jun-19

Frequency	Raw Avg Reading	Correction Factor	Adjusted Avg Amplitude	Av Lim: Mains_FCC&CISPR_Avg_Class_B	Avg Margin	Avg Results	Worst Avg Margin
(MHz)	(dBμV)	(dB)	(dBμV)	(dBμV)	(dB)	(Pass/Fail)	(dB)
0.153	14.4	19.9	34.4	55.8	-21.4	PASS	
0.155	13.7	19.9	33.7	55.7	-22	PASS	
0.156	13	19.9	33	55.7	-22.7	PASS	
0.188	12.6	19.9	32.6	54.1	-21.6	PASS	
0.591	13.2	19.9	33.1	46	-12.9	PASS	-12.9
0.594	13	19.9	32.9	46	-13.1	PASS	

Bureau Veritas Consumer Product Services Inc.

Conducted Emissions per CISPR 16-2-1

Peak Detector Data

Notes:

EUT Line tested: 120VAC/60Hz; Live Phase

Work Order # - T1264

EUT Power Input - 120VAC/60Hz

Test Site - CEMI-5

Conditions: - 23°C; 51%RH; 1006mBar

Test Engineer - AKZ

17-Jun-19

Frequency	Raw Pk Reading	Correction Factor	Adjusted Pk Amplitude	QP Lim: Mains_FCC&CISPR_QP_Class_B	Margin to the QP Limit	Pk to QP Limit Results	Worst Margin (QP Limit)
(MHz)	(dBμV)	(dB)	(dBμV)	(dBμV)	(dB)	(Pass/Fail)	(dB)
0.157	42.9	19.9	62.8	65.6	-2.8	PASS	-2.8
0.209	37.3	19.9	57.2	63.2	-6	PASS	
0.238	33.4	19.9	53.3	62.2	-8.9	PASS	
0.278	30.5	19.9	50.4	60.9	-10.4	PASS	
0.308	28.2	19.9	48.1	60	-11.9	PASS	
0.589	23	19.9	42.9	56	-13.1	PASS	

Bureau Veritas Consumer Product Services Inc.

Conducted Emissions per CISPR 16-2-1

Final Average Detector Data

Notes:

EUT Line tested: 120VAC/60Hz; Live Phase

Work Order # - T1264

EUT Power Input - 120VAC/60Hz

Test Site - CEMI-5

Conditions: - 23°C; 51%RH; 1006mBar

Test Engineer - AKZ

17-Jun-19

Frequency	Raw Avg Reading	Correction Factor	Adjusted Avg Amplitude	Av Lim: Mains_FCC&CISPR_Avg_Class_B	Avg Margin	Avg Results	Worst Avg Margin
(MHz)	(dBμV)	(dB)	(dBμV)	(dBμV)	(dB)	(Pass/Fail)	(dB)
0.151	16.1	19.9	36.1	55.9	-19.9	PASS	
0.155	16.2	19.9	36.2	55.7	-19.6	PASS	
0.186	16.2	19.9	36.1	54.2	-18.1	PASS	
0.223	17.2	19.9	37.1	52.7	-15.6	PASS	
0.298	9.6	19.9	29.6	50.3	-20.7	PASS	
0.592	13.8	19.9	33.7	46	-12.3	PASS	-12.3

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Spectrum Analyzers / Receivers /Preselectors	Range	MN	Mfr	SN	Asset	Cat	Calibration Due	Calibrated on
Rental EXA Signal Analyzer(1118472)	9KHz-26.5GHz	N9010A-526;K	AT	MY51170010	1118472	I	8/10/2019	8/10/2018
LISNs/Measurement Probes	Range	MN	Mfr	SN	Asset	Cat	Calibration Due	Calibrated on
LISN Asset 1726	150kHz-30MHz	LI-150A	Com-Power	201092	1726	I	4/10/2020	4/10/2019
LISN Asset 1727	150kHz-30MHz	LI-150A	Com-Power	201093	1727	I	4/10/2020	4/10/2019
Conducted Test Sites (Mains / Telco)	FCC Code		VCCI Code			Cat	Calibration Due	Calibrated on
CEMI 5	719150		A-0015			III	NA	N/A
Meteorological Meters/Chambers		MN	Mfr	SN	Asset	Cat	Calibration Due	Calibrated on
Weather Clock (Pressure Only)		BA928	Oregon Scientific	C3166-1	831	I	5/15/2020	5/15/2018
Asset #2656		1235C97	Control Company	181683818	2656	I	4/3/2020	4/3/2019
Cables	Range		Mfr			Cat	Calibration Due	Calibrated on
CEMI-18	9kHz - 2GHz		C-S			II	11/5/2019	11/5/2018
Attenuators	Range	MN	Mfr	SN	Asset	Cat	Calibration Due	Calibrated on
20dB20W Attenuator(A#2499)	9KHz-4GHz	766-20	Narda	8710	2499	II	12/4/2019	12/4/2018



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 [no table (i.e. floor standing)]	4.6dB	5.2dB (Ucisp)
CISPR[table present]	6.0dB	
Radiated Emissions (1-26.5GHz) [no table (i.e. floor standing)]	4.6dB	N/A
Radiated Emissions (1-26.5GHz) [table present]	6.3dB	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)	3.23×10^{-6}	1×10^{-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		



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Bureau Veritas Consumer Products Services, Inc.
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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.



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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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