



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

Report No	EQ1281-1
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Client Escort Inc.
John R. Kuhn

Address 5440 West Chester Road West Chester, OH 45069

Phone (513) 870 - 8517

Items tested FCC ID ID:QKLM4IX 0007508732

Equipment Type | CRD

Equipment Code Radar Detector

FCC Rule Parts 47 CRF 15.109(h)

Test Dates May 13, 2016

Results As detailed within this report

Prepared by

son Haley – Test Engineer

Authorized by

Christopher Revnolds – EMC Supervisor

Issue Date

7/29/2016

Conditions of Issue

This Test Report is issued subject to the conditions stated in the 'Conditions of Testing' section on page 8 of this report.

Curtis-Straus LLC 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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REV 06-FEB-15 (SC)



Summary

This report is an application for Certification of a radar detector operating pursuant to 47 CFR 15.109(h). This report is designed to demonstrate the compliance with the requirements outlined in Part 15 (using the methods outlined in Part 2) of 47 CFR.

We found that the product met the above requirements without modification. The test sample was received in good condition.

Test Methodology

Radiated emission testing was performed according to the procedures in ANSI C63.4 (2014). The testing was performed at a distance of 1 meter. The device's performance was investigated in the range 11.7-12.2GHz. The radar detector was powered by a variable power supply.

Issue No.

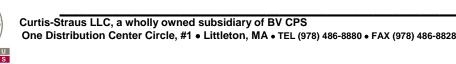
Reason for change

Date Issued

1

Original Release

July 29, 2016





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Product Tested

Configuration Documentation

					EUT C	onfiguration					
Work	Order:	Q1280									
	mpany:	Escort									
Company A			Vest Chester	Road							
			hester, OH,								
			,								
	Contact:	Wanda	Densford								
				MN			PN			SN	
	EUT:		ESC	CORT iX		16	520X50-0			99999999	9999
EUT Desc		Windsh		d radar/laser det	ector						
De l' Desc.	- ipuon										
Support Equipment	t			M	N				SN		
DC Supply				NF					61		
11 7											
Port Label	Port	Type	# ports	# populated	cable type	shielded	ferrites	length (m)	in/out	under	comment
			•							test	
DC Power/mute	other		1	1	other	No	No	1.5	in	yes	
button										-	
USB	USB		1	1	USB	Yes	No	1	in	yes	
Software Operating	Mode De	escriptio	n:								
EUT is scanning for				11.7 to 12.2 GH	z.						



Statement of Conformity

47 CFR 15.109(h) states that "Radar detectors shall comply with the emissions limits...of [section 15.109(a)] over the frequency range of 11.7-12.2GHz". The applicable limit being 500µV/m measured at a distance of 3m. The radar detector has been tested and found to comply with this requirement.



Test Results

Radiated Emissions

	13-May-16 Jason Haley			Company: EUT Desc:							EUT Operat		Vork Order:	
-				Humidity:		,,		Prossuro.	1005mBar				oquooy.	Danoi
Temp.	Temp: 23°C Humidity: 27% Pressure: 1005mBar Frequency Range: 11.7-12.2GHz Measurement Distance: 1 m													
Notes:	Peak noise flo	or readings												
Antenna		Peak	Average	Preamp	Antenna	Cable	Adjusted	Adjusted	FCC Clas	s A High Fro	equency -	FCC Cla	ss A High Fr Average	equency -
Polarization (H/V)	Frequency (MHz)	Reading (dBµV)	Reading (dBµV)	Factor (dB)	Factor (dB/m)	Factor (dB)	Peak Reading (dBµV/m)	Avg Reading (dBµV/m)	Limit (dBµV/m)	Margin (dB)	Result (Pass/Fail)	Limit (dBµV/m)	Margin (dB)	Result (Pass/Fail)
Vert	11700.0	39.02	39.0	40.0	39.5	14.6	53.1	53.1	83.5	-30.4	Pass	63.5	-10.4	Pass
Vert	11800.0	41.1	41.1	40.6	39.4	13.2	53.1	53.1	83.5	-30.4	Pass	63.5	-10.4	Pass
Vert	11900.0	40.3	40.3	40.0	39.4	13.3	53.0	53.0	83.5	-30.5	Pass	63.5	-10.5	Pass
Vert	12000.0	42.1	42.1	40.4	39.3	13.2	54.2	54.2	83.5	-29.3	Pass	63.5	-9.3	Pass
Vert	12100.0	40.8	40.8	40.5	39.3	12.8	52.4	52.4	83.5	-31.1	Pass	63.5	-11.1	Pass
Vert	12200.0	39.8	39.8	40.0	39.3	12.7	51.8	51.8	83.5	-31.7	Pass	63.5	-11.7	Pass
Horz	11700.0	39.1	39.1	40.0	39.5	14.6	53.2	53.2	83.5	-30.3	Pass	63.5	-10.3	Pass
Horz	11800.0	40.7	40.7	40.6	39.4	13.2	52.7	52.7	83.5	-30.8	Pass	63.5	-10.8	Pass
Horz	11900.0	40.2	40.2	40.0	39.4	13.3	52.9	52.9	83.5	-30.6	Pass	63.5	-10.6	Pass
Horz	12000.0	40.8	40.8	40.4	39.3	13.2	52.9	52.9	83.5	-30.6	Pass	63.5	-10.6	Pass
Horz	12100.0	40.4	40.4	40.5	39.3	12.8	52.0	52.0	83.5	-31.5	Pass	63.5	-11.5	Pass
Horz	12200.0	39.3	39.3	40.0	39.3	12.7	51.3	51.3	83.5	-32.2	Pass	63.5	-12.2	Pass
Tabl	e Result:		Pass	by	-9.3	dB					W	orst Freq:	12000.0	MHz
Test Site:	EMI Chamber	1		Cable 1:	Asset #20	51				Cable 2:	Asset #1785		Cable 3:	Asset #178
Analyzer: MXE Receiver Preamp: Asset #2111 Antenna: Orange Hom Preselector:														

Rev. 5	5/6/2016								
	Spectrum Analyzers / Receivers / Preselectors	Range	MN	Mfr	SN	Asset	Cat	Calibration Due	Calibrated on
	MXE EMI Receiver	20Hz-26.5GHz	N9038A	Agilent	MY51210181	2093	1	7/21/2016	7/21/2015
	Radiated Emissions Sites	FCC Code	IC Code	VCCI Code	Range		Cat	Calibration Due	Calibrated on
	EMI Chamber 1	719150	2762A-6	A-0015	1-18GHz		I	5/23/2017	5/23/2015
	Preamps/Couplers Attenuators / Filters	Range	MN	Mfr	SN	Asset	Cat	Calibration Due	Calibrated on
	A#2111 HF Preamp	0.5-18GHz	PAM-118A	COM-POWER	551063	2111	II	11/20/2016	11/20/2015
	Antennas	Range	MN	Mfr	SN	Asset	Cat	Calibration Due	Calibrated on
	Orange Horn	1-18GHz	3115	EMCO	0004-6123	390	- 1	10/13/2016	10/13/2014
	Meteorological Meters		MN	Mfr	SN	Asset	Cat	Calibration Due	Calibrated on
	Weather Clock (Pressure Only)		BA928	Oregon Scientific	C3166-1	831	I	4/28/2017	4/28/2016
	TH A#2080		HTC-1	HDE		2080	II	4/5/2017	4/5/2016
	Cables	Range		Mfr			Cat	Calibration Due	Calibrated on
	Asset #1785	9kHz - 18GHz		Florida RF			II	1/5/2017	1/5/2016
	Asset #2051	9kHz - 18GHz		Florida RF			II	3/2/2017	3/2/2016
	Asset #1787	9kHz - 18GHz		Florida RF			II	3/7/2017	3/7/2016

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



Measurement Uncertainty

Radiated Emissions (20-1000MHz) S. EdB S. 28B (Ucispr)	Measurement	Expanded Uncertainty k=2	Maximum allowable uncertainty
CISPR	Radiated Emissions (30-1000MHz)		
Radiated Emissions (above 26.5GHz)			
Magnetic Radiated Emissions 5.6dB	Radiated Emissions (1-26.5GHz)	4.6dB	N/A
Conducted Emissions	Radiated Emissions (above 26.5GHz)	4.9dB	N/A
NIST	Magnetic Radiated Emissions	5.6dB	N/A
Telco Conducted Emissions (Current)		3.9dB	N/A
Telco Conducted Emissions (Voltage)			
Electrostatic Discharge	· '		
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 10.8 1 x 10.7 R Power, conducted 0.40dB 0.75dB Maximum frequency deviator: Within 300Hz and 6kHz of audio frequency / Within 6kHz and 2.34% 5% Within 300Hz and 6kHz of audio frequency / Within 6kHz and 2.34% 5% Adjacent channel power 1.9dB 3dB Adjacent channel power 1.9dB 3dB Conducted spurious emission of transmitter, valid up to 12.75GHz 2.39dB 3dB Conducted emission of transmitter, valid up to 26.5GHz 3.9dB 6dB Radiated emission of transmitter, valid up to 26.5GHz 3.9dB 6dB Radiated emission of freceiver, valid up to 26.5GHz 3.9dB 6dB	. ,		
Electrical Fast Transients 23.1% N/A			· · · · · · · · · · · · · · · · · · ·
Surge	, ,		
Conducted RF Immunity 3dB	Electrical Fast Transients	23.1%	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° 1 x 10° Repower, conducted 0.40dB 0.75dB Maximum frequency deviation: 3.4% 5% • Within 300Hz and 6kHz of audio frequency / Within 6kHz and 25kHz of audio frequency - 0.3dB 3dB 3dB Conducted requency - 0.3dB 3dB 3dB Conducted spurious emission of transmitter, valid up to 12.75GHz 2.39dB 3dB Conducted 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 80GHz 3.3dB 6dB Radiated emission of receiver, valid up to 80GHz 3.3dB 6dB Radiated emission of receiver, valid up to 80GHz 3.3dB 6dB Radiated emission of receiver, valid up to 80GHz 3.3dB 6dB Radiated emission of receiver, valid up to 80GHz 3.3dB 6dB	Surge	23.1%	N/A
Dips and Interrupts 2.3V N/A	Conducted RF Immunity	3dB	N/A
Harmonics 3.5% N/A Flicker 3.5% N/A Radio frequency (® 2.4GHz) 3.23 x 10® 1 x 10™ RF power, conducted 0.40dB 0.75dB Maximum frequency deviation: Within 300Hz and 6kHz of audio frequency / Within 6kHz and 2.34% 5% 3dB ZSHtz of audio frequency 4 substance 2.34 3.4% 5% 3dB Conducted spurious emission of transmitter, valid up to 12.75GHz 2.39dB 3dB Conducted spurious 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 80GHz 3.9dB 6dB Radiated emission of receiver, valid up to 80GHz 3.3dB Radiated emission of receiver, valid up to 80GHz 3.3dB Radiated emission of receiver, valid up to 80GHz 3.3dB Radiated emission of receiver, valid up to 80GHz 3.3dB Radiated emission of rece	Magnetic Immunity	12.8%	N/A
Flicker 3.5% N/A Radio frequency (֎ 2.4GHz) 3.23 x 10 ⁻⁹ 1 x 10 ⁻⁷ RF power, conducted 0.40dB 0.75dB Maximum frequency deviation: • Within 300Hz and 6kHz of audio frequency / Within 6kHz and 0.3dB 3dB — Adjacent channel power 1.9dB 3dB Conducted spurious emission of transmitter, valid up to 12.75GHz 2.39dB 3dB Conducted emission of fransmitter, valid up to 12.75GHz 3.9dB 3dB Radiated emission of transmitter, valid up to 26.5GHz 3.9dB 6dB Radiated emission of fransmitter, valid up to 80GHz 3.3dB 6dB Radiated emission of receiver, valid up to 80GHz 3.3dB 6dB Radiated emission of receiver, valid up to 80GHz 3.3dB 6dB Radiated emission of receiver, valid up to 80GHz 3.3dB 6dB Radiated emission of receiver, valid up to 80GHz 3.3dB 6dB Radiated emission of receiver, valid up to 80GHz 3.3dB 6dB Radiated emission of receiver, valid up to 80GHz 3.3dB 6dB Radiated emission of receiver, valid up to 80GHz 3.3dB 6dB Radiated emission of receiver, valid up to 80GHz 3.3dB 6dB Radiated emission of receiver, valid up to 80GHz 3.3dB 6dB Radiated emission of receiver, valid up to 80GHz 3.3dB 3.3dB 6dB Radiated emission of receiver, valid up to 80GHz 3.3dB 3.3dB 6dB Radiated emission of receiver, valid up to 80GHz 3.3dB 3.3d	Dips and Interrupts	2.3V	N/A
Radio frequency (@ 2.4GHz) 3.23 x 10 ⁻⁸ 1 x 10 ⁻⁷ RF power, conducted 0.40dB 0.75dB Maximum frequency deviation: 	Harmonics	3.5%	N/A
RF power, conducted 0.40dB 0.75dB Maximum frequency deviation:	Flicker	3.5%	N/A
Maximum frequency deviation: Within 300Hz and 6kHz of audio frequency / Within 6kHz and 25kHz of audio frequency 3.4% 5% 3dB 3dB 3dB Adjacent channel power 1.9dB 3dB Adjacent channel power 1.9dB 3dB Conducted spurious emission of transmitter, valid up to 12.75GHz 2.39dB 3dB Conducted emission of transmitter, valid up to 26.5GHz 3.3dB 3dB 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 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 (AC, <10kHz) 1.3% 2% Voltage (DC) 0.62% 11%	Radio frequency (@ 2.4GHz)	3.23 x 10 ⁻⁸	1 x 10 ⁻⁷
• Within 300Hz and 6kHz of audio frequency / Within 6kHz and 25kHz of audio frequency 3.4% 3dB 3dB Adjacent channel power 1.9dB 3dB Conducted spurious emission of transmitter, valid up to 12.75GHz 2.39dB 3dB Conducted emission of transmitter, valid up to 26.5GHz 3.9dB 3dB Radiated emission of transmitter, valid up to 80GHz 3.9dB 6dB Radiated emission of transmitter, valid up to 80GHz 3.3dB 6dB Radiated emission of receiver, valid up to 80GHz 3.9dB 6dB Radiated emission of receiver, valid up to 80GHz 3.3dB 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)	RF power, conducted	0.40dB	0.75dB
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)	 Within 300Hz and 6kHz of audio frequency / Within 6kHz and 		
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)	Adjacent channel power	1.9dB	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)	Conducted spurious emission of transmitter, valid up to 12.75GHz	2.39dB	3dB
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)	Conducted emission of receivers	1.3dB	3dB
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)	Radiated emission of transmitter, 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)	Radiated emission of transmitter, 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%	Radiated emission of receiver, valid up to 26.5GHz	3.9dB	6dB
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)	Radiated emission of receiver, valid up to 80GHz	3.3dB	6dB
Time 4.1% 10% RF Power Density, Conducted 0.4dB 3dB DC and low frequency voltages 1.3% 3% Voltage (AC, <10kHz)	Humidity	2.37%	5%
RF Power Density, Conducted 0.4dB 3dB DC and low frequency voltages 1.3% 3% Voltage (AC, <10kHz)	Temperature	0.7°C	1.0°C
DC and low frequency voltages 1.3% 3% Voltage (AC, <10kHz)	Time	4.1%	10%
Voltage (AC, <10kHz)	RF Power Density, Conducted	0.4dB	3dB
Voltage (DC) 0.62% 1%	DC and low frequency voltages	1.3%	3%
	Voltage (AC, <10kHz)	1.3%	2%
The above reflects a 95% confidence level	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.
- 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 HERE! INDEED

(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.

The complete list of the Approved Subcontractors Curtis-Straus may use to delegate the performance of work can be provided upon request. Rev.160009121(2)_#684340 v14CS



