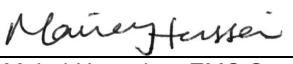




BUREAU
VERITAS

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

Test Report

Report No	EM1961-4
Client	Ohio Willow Wood Mike Haynes
Address	15441 Scioto Darby Rd. Mt. Sterling, Ohio 43143
Phone	800-553-3445
Items tested	LLV-21011
FCC ID	U3V-LLV21011
IC ID	7475A-LLV21011
FRN	0016158792
Equipment Code	DCD
FCC/IC Rule Parts	47 CFR 15.209
Test Dates	August 8 & 17, 2012
Results	As detailed within this report
Prepared by	 Chris Reynolds – Test Engineer
Authorized by	 Mairaj Hussain – EMC Supervisor
Issue Date	<u>12/13/2012</u>
Conditions of Issue	This Test Report is issued subject to the conditions stated in the 'Conditions of Testing' section on page 16 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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Form Final Report REV 7-20-07 (DW)



Summary

This test report supports an application for certification of a transmitter operating pursuant to 47 CFR 15.209. The product is the LLV-21011. It is a transmitter that operates in the range 84kHz, (tolerance of +/- 5KHz) when the inductive charger is not connected to the device to be charged.

We found that the product met the above requirements without modification (see *Modifications Required for Compliance* section on page 5). Mike Haynes from The Ohio Willow Wood Company was present during the testing. The test sample was received in good condition.

Test Methodology

Radiated emission and AC Line conducted testing was performed according to the procedures specified in ANSI C63.4 (2003) and RSS-GEN. Radiated Emissions were maximized by rotating the device around three orthogonal axes as well as varying the test antenna's height and polarity. The device antenna cannot be maximized separately.

The following bandwidths were used during radiated spurious and line conducted emissions.

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

Release Control Record

Issue No. 1 Reason for change Original Release

Date Issued
January 7, 2013



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Testing Cert. No. 1627-01

Product Tested - Configuration Documentation

EUT Configuration										
Work Order:	M1961									
Company:	Ohio Willow Wood									
Company Address:	15441 Scioto Darby Rd. Mt. Sterling, OH 43143									
Contact:	Mike Haynes									
Person Present:	Mike Haynes									
	MN				SN					
EUT:										
Charger (inductive)	LLV-21011				Sample 1					
EUT Description: LimbLogic VS - Vacuum suspension system for prosthetic limbs										
EUT Max Frequency: 16MHz										
EUT ISM Frequency: 42kHz & 84 (\pm)kHz										
Support Equipment:	MN				SN					
HP Laptop	compaq nc6320				--					
EUT Ports:										
Port Label	Port Type	No. of ports	No. Populated	Cable Type	Shielded	Ferrites	Length	Max Length	In/Out	Unpopulated Reason
AC to DC brick	DC power	1	1	2-wire DC	No	On Dc side	7"	NA	Indoor	
Software / Operating Mode Description:										
EUT is set to alternately turn the pump on to the set 20 inches of mercury then release and turn back on after reaching a software controlled setpoint. The Limblogic Prosthetist software on the support laptop communicates with the EUT via the wireless USB device (low power bluetooth module). Alternatively the EUT is controlled via the wireless fob.										

Statement of Conformity

The LLV-21011 has been found to conform to the following parts of 47 CFR Part 15.209:

Part 15	Comments
15.15(b)	There are no controls accessible to the user that varies the output power.
15.19	The label is shown in the label exhibit.
15.21	Information to the user is shown in the instruction manual exhibit.
15.27	No special accessories are required for compliance.
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.
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.
15.203	The antenna for this device is hardwired to the PCB.
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.
15.207	EUT meets the AC Line conducted emissions requirements of 15.207.

Modifications Required for Compliance

No modifications were required.



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Test Results

Radiated Spurious Emissions

LIMITS

Radiated emissions comply with the radiated emission limits specified in Section 15.209(a).

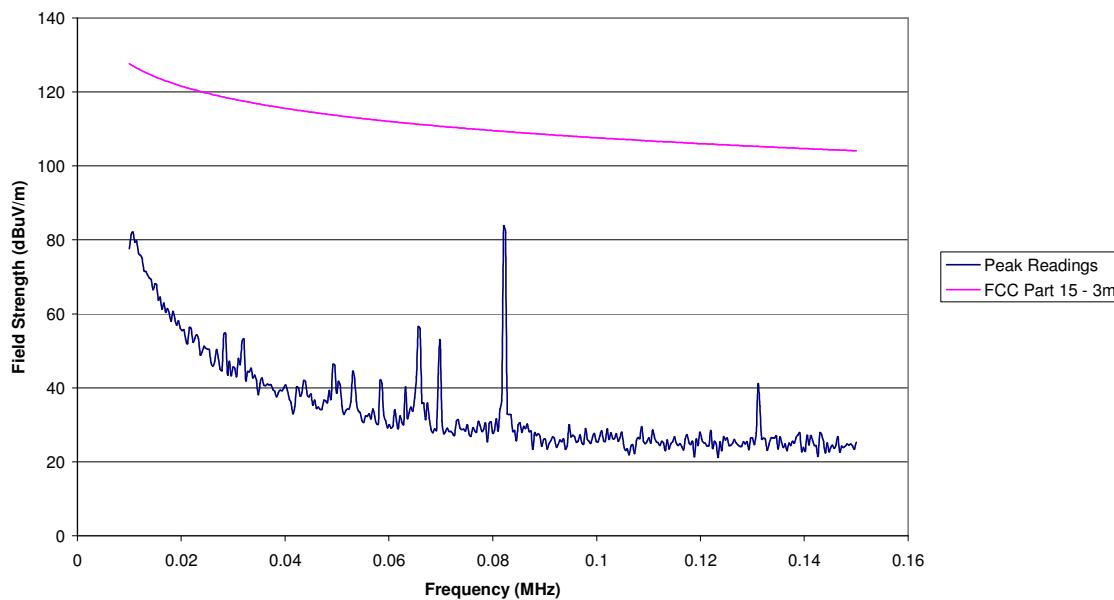
MEASUREMENTS / RESULTS

Note: The EUT is a nominal 84kHz charger with a +/-5kHz tolerance. The test sample was measured to be 82kHz.

Radiated Emissions Table															
Date: 08-Nov-12	Company: Ohio WillowWood					Work Order: M1961									
Engineer: Chris Reynolds	EUT Desc: 84kHz Charger					EUT Operating Voltage/Frequency: 120VAC, 60Hz									
Temp: 23.2°C	Humidity: 20%					Pressure: 996mBar									
Frequency Range: 9-10kHz							Measurement Distance: 3 m								
Notes: EUT is a nominal 84kHz with a +/-5kHz tolerance. This sample was measured as 82kHz.															
Antenna Polarization (0° - 90°)	Frequency (MHz)	Reading (dB μ V)	Preamp Factor (dB)	Antenna Factor (dB/m)	Cable Factor (dB)	Adjusted Reading (dB μ V/m)	---			FCC Part 15					
							Limit (dB μ V/m)	Margin (dB)	Result (Pass/Fail)	Limit (dB μ V/m)	Margin (dB)	Result (Pass/Fail)			
No Emissions Found in this range.			---	---	---	---	---	---	---	---	---	---			
Table Result: ---			by	--- dB			Worst Freq: --- MHz								
Test Site: EMI Chamber 1			Cable 1: Asset #1509			Cable 2: Asset #1509			Cable 3: ---						
Analyzer: Asset #0030			Preamp: none			Antenna: Lg Loop			Preselector: ---						



**84kHz Charger - Nominal
90Degree Antenna Orientation
Range:10-150kHz**



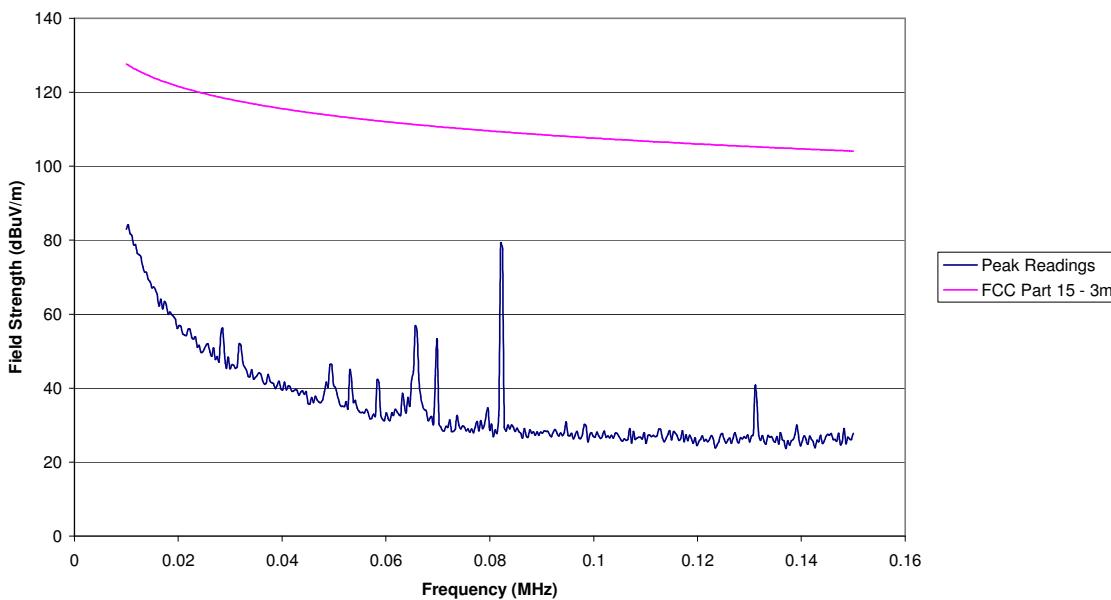
Adjusted peak reading = reading + antenna factor + cable factor – pre amp factor
Fundamental at 0.0821MHz adjusted value 83.6dBuV/m



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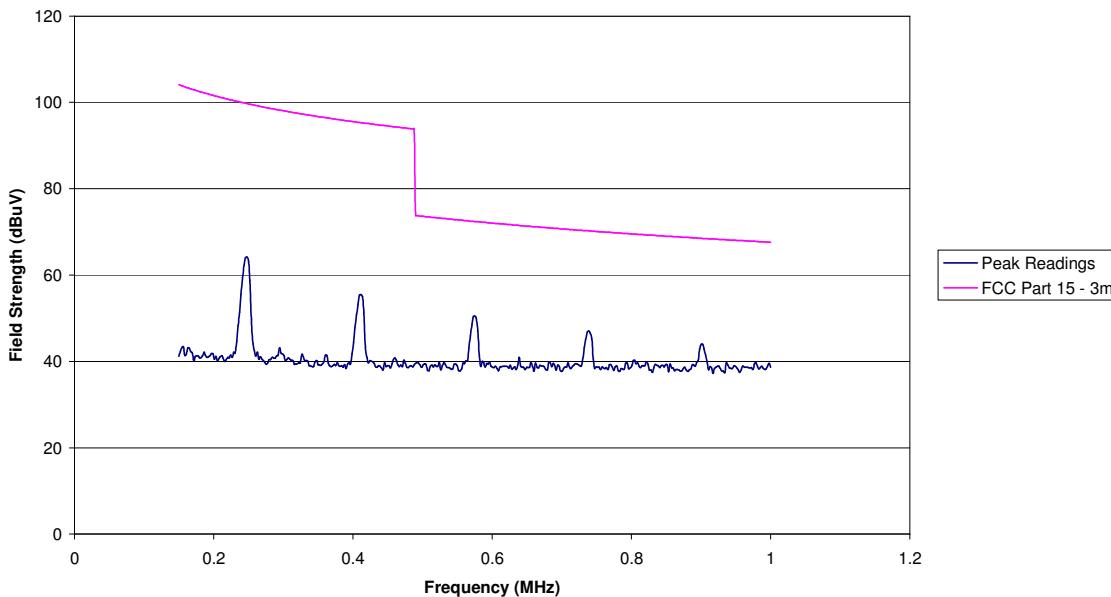


**84kHz Charger - Nominal
0Degree Antenna Orientation
Range:10-150kHz**



Adjusted peak reading = reading + antenna factor + cable factor – pre amp factor
 Fundamental at 0.0821MHz adjusted value 79.1dBuV/m

**84kHz Charger - Nominal
0Degree Antenna Orientation
Range:0.15-1MHz**



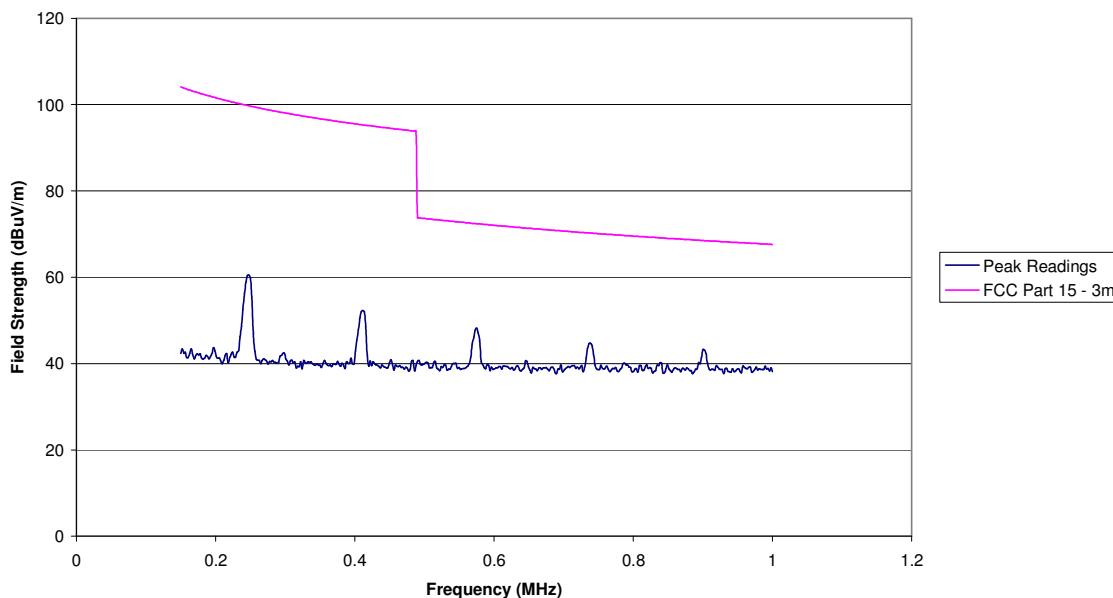
Adjusted peak reading = reading + antenna factor + cable factor – pre amp factor



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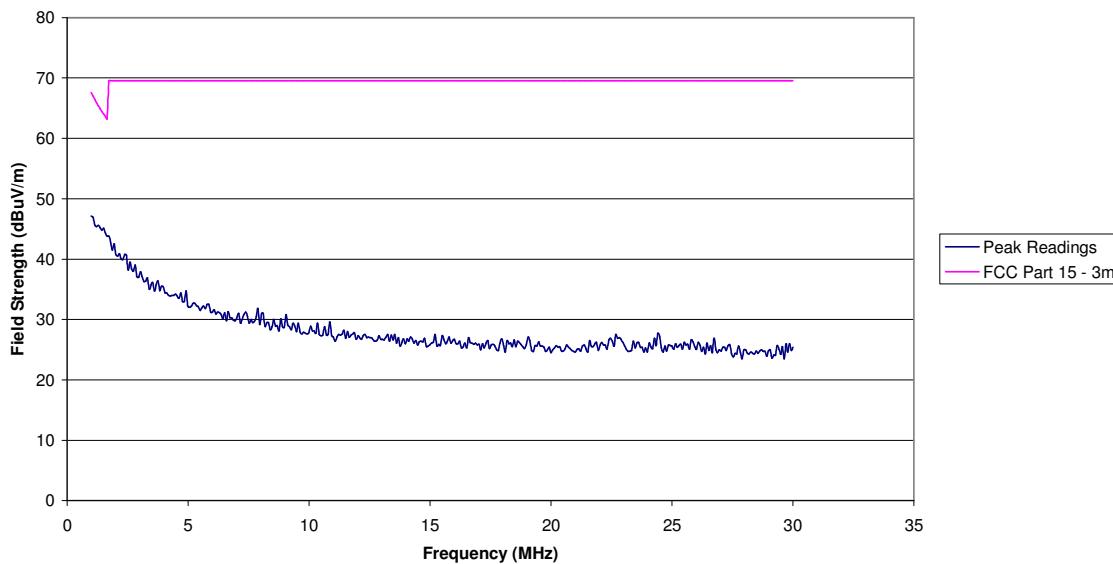


**84kHz Charger - Nominal
90Degree Antenna Orientation
Range:0.15-1MHz**



Adjusted peak reading = reading + antenna factor + cable factor – pre amp factor

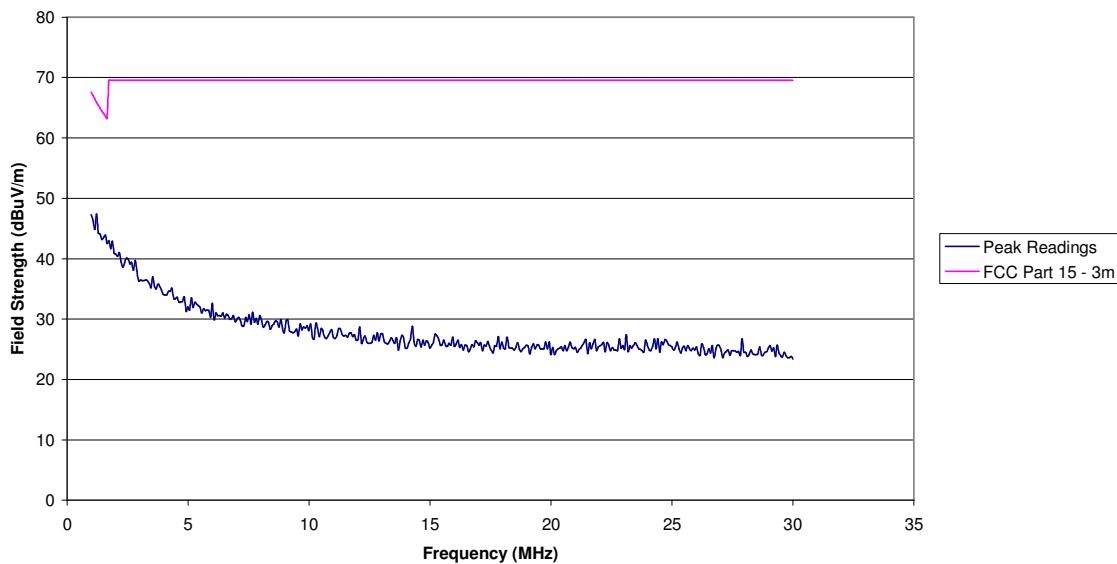
**84kHz Charger - Nominal
0Degree Antenna Orientation
Range: 1-30MHz**



Adjusted peak reading = reading + antenna factor + cable factor – pre amp factor



**84kHz Charger - Nominal
90Degree Antenna Orientation
Range: 1-30MHz**



Adjusted peak reading = reading + antenna factor + cable factor – pre amp factor

Rev. 11/5/2012

Spectrum Analyzers / Receivers /Preselectors	Range	MN	Mfr	SN	Asset	Cat	Calibration Due
TELECOM 3585A Gold	20Hz-40.0MHz 100Hz-26.5 GHz	3585A E4407B	Agilent Agilent	2504A05219 MY45113816	30 1284	I I	5/8/2013 2/3/2013
Radiated Emissions Sites	FCC Code	IC Code	VCCI Code			Cat	Calibration Due
EMI Chamber 1	719150	2762A-6	A-0015			II	2/16/2014
Antennas	Range	MN	Mfr	SN	Asset	Cat	Calibration Due
Large Loop Small Loop	20Hz-5MHz 10kHz-30MHz	6511 PLA-130/A	EMCO ARA	9704-1154 1024	67 755	I I	4/27/2014 4/27/2014
Cables	Range		Mfr			Cat	Calibration Due
Asset #1505 Asset #1509	9kHz - 18GHz 9kHz - 26.5GHz		Florida RF Florida RF			II II	2/9/2013 10/31/2013
Meteorological Meters		MN	Mfr	SN	Asset	Cat	Calibration Due
Weather Clock (Pressure Only) CHAMBER1 Thermohygrometer		BA928 35519-044	Oregon Scientific Control Company	C3166-1 72457642	831 1345	I II	3/28/2013 8/19/2013
Preamps /Couplers Attenuators / Filters	Range	MN	Mfr	SN	Asset	Cat	Calibration Due
Blue	0.009-2000MHz	ZFL-1000-LN	CS	N/A	759	II	6/5/2013

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

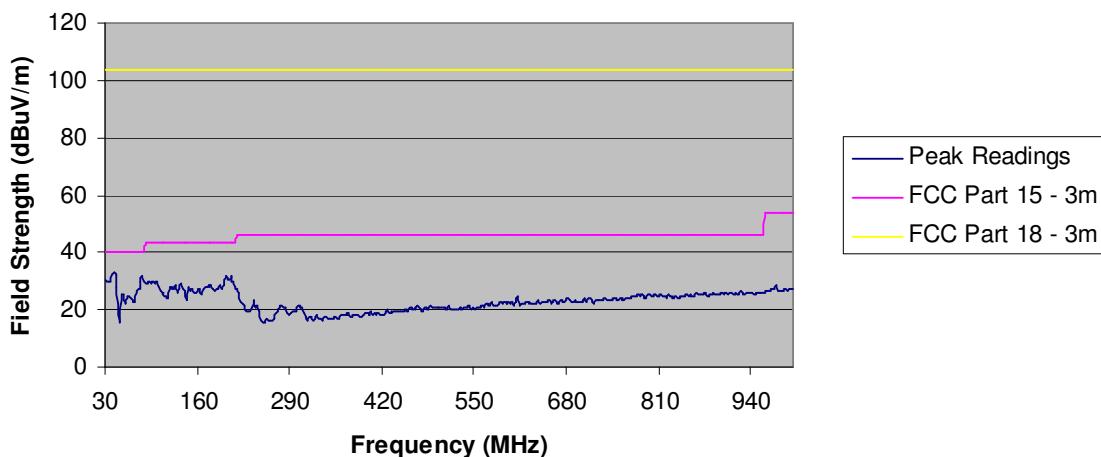
The following was originally taken with charger charging the pump at 42kHz



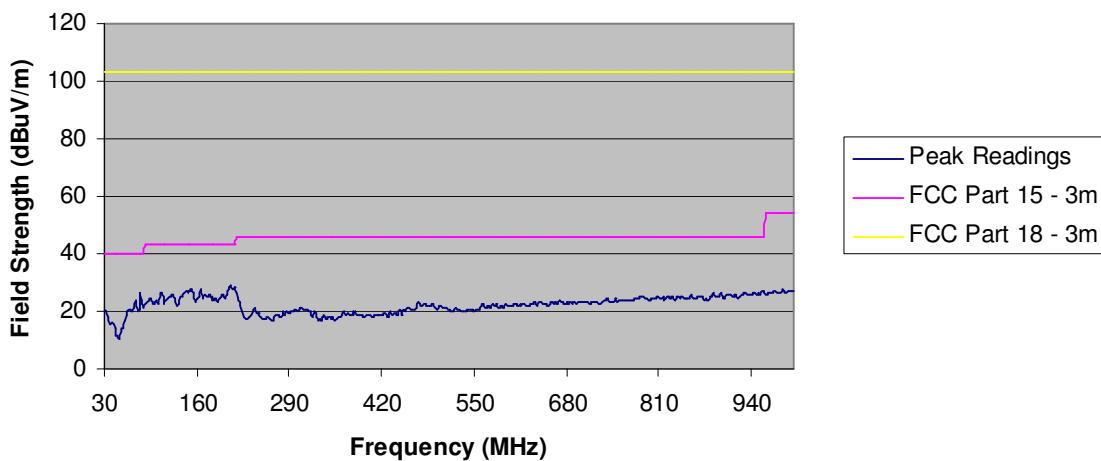
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Charger charging Pump 42kHz
Vertical Antenna Polarity
Range: 30-1000MHz



Charger charging Pump 42kHz
Horizontal Antenna Polarity
Range: 30-1000MHz



Rev.8/4/2012

Spectrum Analyzers / Receivers /Preselectors Gold	Range 100Hz-26.5 GHz	MN E4407B	Mfr Agilent	SN MY45113816	Asset 1284	Cat I	Calibration Due 2/3/2013
Radiated Emissions Sites EMI Chamber 2	FCC Code 719150	IC Code 2762A-7	VCCI Code A-0015			Cat II	Calibration Due 2/15/2014
Antennas Small Loop	Range 10kHz-30MHz	MN PLA-130/A	Mfr ARA	SN 1024	Asset 755	Cat I	Calibration Due 4/27/2014
Cables Asset #1505 Asset #1522	Range 9kHz - 18GHz 9kHz - 26.5GHz		Mfr Florida RF Florida RF			Cat II II	Calibration Due 2/9/2013 9/21/2012
Meteorological Meters Weather Clock (Pressure Only) CHAMBER2 Thermohygrometer		MN BA928 35519-044	Mfr Oregon Scientific Control Company	SN C3166-1 72457639	Asset 831 1347	Cat I II	Calibration Due 3/28/2013 8/19/2013

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Testing Cert. No. 1627-01

AC Line Conducted Emissions**LIMITS**

Frequency of emission (MHz)	Quasi-peak limit (dB μ V)	Average limit (dB μ V)
0.15-0.5	66 to 56*	56 to 46*
0.5-5	56	46
5-30	60	50

*Decreases with the logarithm of the frequency.

[47 CFR 15.207(a)]

MEASUREMENTS / RESULTS**AC Conducted Emissions Data Table**

Date: 12-Dec-12		Company: Ohio Willow Wood		Work Order: M1961										
Engineer: Chris Reynolds		EUT Desc: LLV-21011												
Temp: 20.7 °C		Humidity: 22%		Pressure: 1019 mBar										
Notes: Charger, no Pump, 84kHz														
Frequency (MHz)	Quasi-Peak Readings	Average Readings	LISN Factors	Cable Factor	ATTN Factor	Frequency Range: 0.15-30MHz	EUT Input Voltage/Frequency: 120VAC, 60Hz							
	QP1 (dB μ V)	QP2 (dB μ V)	AVG1 (dB μ V)	AVG2 (dB μ V)	L1 (dB)	L2 (dB)	OP Limit (dB μ V)	Margin (dB)	Result (Pass/Fail)	Avg Limit (dB μ V)	Margin (dB)	Result (Pass/Fail)		
0.15	14.0	13.3	3.9	3.5	-0.3	-0.1	-0.1	-20.2	66.0	-31.5	Pass	56.0	-31.6	Pass
0.16	13.1	11.6	3.8	4.4	-0.2	-0.1	-0.1	-20.2	65.5	-31.8	Pass	55.5	-30.7	Pass
0.25	6.0	8.5	1.1	2.4	-0.1	-0.1	-0.1	-20.2	61.8	-32.9	Pass	51.8	-29.0	Pass
0.53	8.8	11.9	4.6	7.9	0.0	0.0	-0.1	-20.2	56.0	-23.8	Pass	46.0	-17.7	Pass
1.00	3.2	6.8	-2.2	0.5	0.0	0.0	-0.1	-20.2	56.0	-28.8	Pass	46.0	-25.1	Pass
5.00	2.1	5.0	-3.4	-0.3	0.0	0.0	-0.2	-20.2	56.0	-30.6	Pass	46.0	-25.9	Pass
Result: Pass		Worst Margin:		-17.7 dB		Frequency:		0.530 MHz						
Measurement Device: LISN ASSET 1728(Line 1) LISN ASSET 1729(Line 2)			Cable: CEMI-11			Spectrum Analyzer: Black			Attenuator: 20dB ATTEN-03			Site: CEMI 1		

Rev.12/5/2012

Spectrum Analyzers / Receivers /Preselectors	Range	MN	Mfr	SN	Asset	Cat	Calibration Due
Black	9kHz-12.8GHz	8596E	Agilent	3710A00944	337	I	1/2/2013
LISNs/Measurement Probes							
LISN Asset 1728	150kHz-30MHz	LI-150A	Com-Power	201084	1728	I	12/30/2012
LISN Asset 1729	150kHz-30MHz	LI-150A	Com-Power	201085	1729	I	12/30/2012
Conducted Test Sites (Mains / Telco)	FCC Code	VCCI Code			Cat	Calibration Due	
CEMI 1	719150	A-0015			III	NA	
Cables	Range	Mfr			Cat	Calibration Due	
CEMI-11	9kHz - 2GHz	C-S			II	5/23/2013	
Attenuators	Range	MN	Mfr	SN	Asset	Cat	Calibration Due
20dB ATTEN-03	9kHz-2GHz	N/A			II	12/3/2013	
Meteorological Meters	MN	Mfr	SN	Asset	Cat	Calibration Due	
Weather Clock (Pressure Only)	BA928	Oregon Scientific	C3166-1	831	I	3/28/2013	
CEMI1 Thermohygrometer	35519-044	Control Company	72457738	1335	II	8/19/2013	

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



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Testing Cert. No. 1627-01

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 CISPR	5.6dB 4.6dB	N/A 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 CISPR	3.9dB 3.6dB	N/A 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)	3.23×10^{-8}	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		



Product Documentation

The following documentation has been provided by the client for inclusion in this report.



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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 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 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.

Rev.160009121(2) #684340 v13CS



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