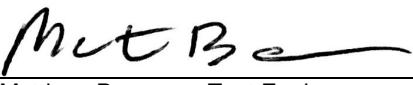
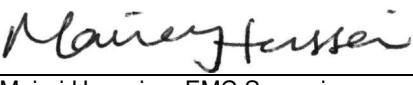




BUREAU
VERITAS

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Test Report

Report No	EJ1727-2
Client	AirPointe of New Hampshire
Address	35E Industrial Way Suite 101 Rochester, NH 03867
Phone	603-994-2200
Items tested	Bonsai X1
FCC ID	WUS00029
FRN	0018228197
Equipment Type	Part 15 Security/Remote Control Transmitter
Equipment Code	DSC
FCC Rule Parts	47 CFR 15.231(e)
Test Dates	January 11/25, 2010
Results	As detailed within this report
Prepared by	 Matthew Burman – Test Engineer
Authorized by	 Mairaj Hussain – EMC Supervisor
Issue Date	March 24, 2010
Conditions of Issue	This Test Report is issued subject to the conditions stated in the 'Conditions of Testing' section on page 17 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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Cert No. 1627-01

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Form Final Report REV 7-20-07 (DW)



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Summary

This test report supports an application for certification of a transmitter operating pursuant to 47 CFR 15.231(e). The product is the Bonsai X1. The operating frequency range is 300.5-346.5MHz. It is powered by +3VDC coin cell batteries. The manufacturer is setting the power levels for two different frequency ranges as detailed in the fundamental emission section.

The frequencies between 320.5 and 336.5MHz are not used.

We found that the product met the above requirements with modification (see *Modifications Required for Compliance* section on page 4). Don Proulx from AirPointe was present during the testing. The test sample was received in good condition.

Test Methodology

Testing was performed according to ANSI C63.4-2003. Radiated emissions were maximized by rotating the device around its three orthogonal axes, as well as varying the test antenna's height and polarity.

Frequency range investigated: 30MHz – 3.5GHz

Measurement distance: 30-3500MHz 3m

The receiver portion of this device is subject to the Verification authorization procedure as per 15.101(b). The associated digital circuitry is also subject to the Verification authorization procedure as per 15.101(a). A separate test report has been issued to AirPointe of New Hampshire in order to cover both of these requirements.

Release Control Record

Issue No. 1 Reason for change Original Release

Date Issued
April 28, 2010



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Product Tested - Configuration Documentation

EUT Configuration					
Work Order: J1727 Company: AirPointe of New Hampshire Company Address: 35E Industrial Way Rochester, NH 03867 Contact: Bob Duggan Person Present: Don Proulx					
EUT: ID-S100 EUT Description: Bonsai X1 - Active RFID Tag FCC ID: WUS00029 EUT Tx Frequency: 300.5-346.5MHz					
Support Equipment: none					
EUT Ports:					
Port Label	Port Type	No. of ports	No. Populated	Cable Type	Shielded
none	none				
Software / Operating Mode Description: EUT transmits at 300.5-346.5MHz					
Max Length In/Out NEBS Type Unpopulated Reason					

Modifications Required for Compliance

In order to meet compliance with FCC 15.231(e), the unit needed to implement an EMI filter on the output of the RF chip to eliminate harmonics from surpassing the emission limits. Prior to the filter, the unit was failing spurious emissions:



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Testing Cert. No. 1627-01

Test Results

Fundamental Emission

LIMIT

<i>Fundamental Frequency</i>	<i>Field Strength of Fundamental (microvolts/meter)</i>	<i>Field Strength of Spurious Emission (microvolts/meter)</i>
260 - 470 MHz	1,500 to 5,000	150 to 500
[15.231(e)]		

Average Limit[dB μ V/m] = 20log((16.6667(F[in MHz]) – 2833.3333) @ 3m

Example Calculation: 20log((16.6667(302.5) – 2833.3333) = **66.8dB μ V/m @ 3m**

MEASUREMENT

Fundamental Field Strength

Date: 22-Jan-10		Company: Airpointe		Work Order: J1727								
Engineer: Kyle Neffendorf		EUT Desc: Bonsi		EUT Operating Voltage/Frequency: 3V battery								
Frequency Range: 300.5-346.5MHz												
Notes: RBW = 120kHz VBW = 300kHz												
Antenna Polarization (H / V)	Frequency (MHz)	Reading (dB μ V)	Preamp Factor (dB)	Antenna Factor (dB/m)	Cable Factor (dB)	Adjusted Reading (dB μ V/m)	Limit (dB μ V/m)	Margin (dB)	Result (Pass/Fail)	Limit (dB μ V/m)	Margin (dB)	Result (Pass/Fail)
-3.1dBm												
Hpk	300.5	71.5	0.0	13.9	1.0	86.4	...	...	...	86.7	-0.3	Pass
Havg	300.5	51.5	0.0	13.9	1.0	66.4	...	...	...	66.7	-0.3	Pass
-3.1dBm												
Hpk	302.5	71.0	0.0	13.9	1.0	85.9	...	...	...	86.9	-1.0	Pass
Havg	302.5	51.0	0.0	13.9	1.0	65.9	...	...	...	66.9	-1.0	Pass
-2.9dBm												
Hpk	305.5	70.3	0.0	13.9	1.0	85.2	...	...	...	87.1	-1.9	Pass
Havg	305.5	50.3	0.0	13.9	1.0	65.2	...	...	...	67.1	-1.9	Pass
-2.9dBm												
Hpk	307.5	70.5	0.0	13.9	1.0	85.4	...	...	...	87.2	-1.8	Pass
Havg	307.5	50.5	0.0	13.9	1.0	65.4	...	...	...	67.2	-1.8	Pass
+2dBm												
Hpk	310.5	72.4	0.0	13.9	1.0	87.3	...	...	...	87.4	-0.1	Pass
Havg	310.5	52.4	0.0	13.9	1.0	67.3	...	...	...	67.4	-0.1	Pass
+10.3dBm												
Hpk	315.5	71.8	0.0	14.2	1.0	87.0	...	...	...	87.7	-0.7	Pass
Havg	315.5	51.8	0.0	14.2	1.0	67.0	...	...	...	67.7	-0.7	Pass
+10.3dBm												
Hpk	320.5	71.7	0.0	14.4	1.1	87.2	...	...	...	88.0	-0.8	Pass
Havg	320.5	51.7	0.0	14.4	1.1	67.2	...	...	...	68.0	-0.8	Pass
+10.3dBm												
Hpk	336.5	62.8	0.0	14.7	1.0	78.5	...	...	...	88.9	-10.4	Pass
Havg	336.5	42.8	0.0	14.7	1.0	58.5	...	...	...	68.9	-10.4	Pass
+10.3dBm												
Hpk	340.5	61.1	0.0	14.7	1.0	76.8	...	...	...	89.1	-12.3	Pass
Havg	340.5	41.1	0.0	14.7	1.0	56.8	...	...	...	69.1	-12.3	Pass
+10dBm												
Hpk	346.5	64.7	0.0	15.0	1.0	80.7	...	...	...	89.4	-8.7	Pass
Havg	346.5	44.7	0.0	15.0	1.0	60.7	...	...	...	69.4	-8.7	Pass
Table Result:		Pass	by	-0.1 dB			Worst Freq:			310.5 MHz		
Test Site: EMI Chamber 1		Cable 1: Asset #1505		Cable 2: Asset #1507		Cable 3: ---						
Analyzer: Asset #1327		Preamp: none		Antenna: Red-Black		Preselctor: ---						



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Bandwidth

LIMIT

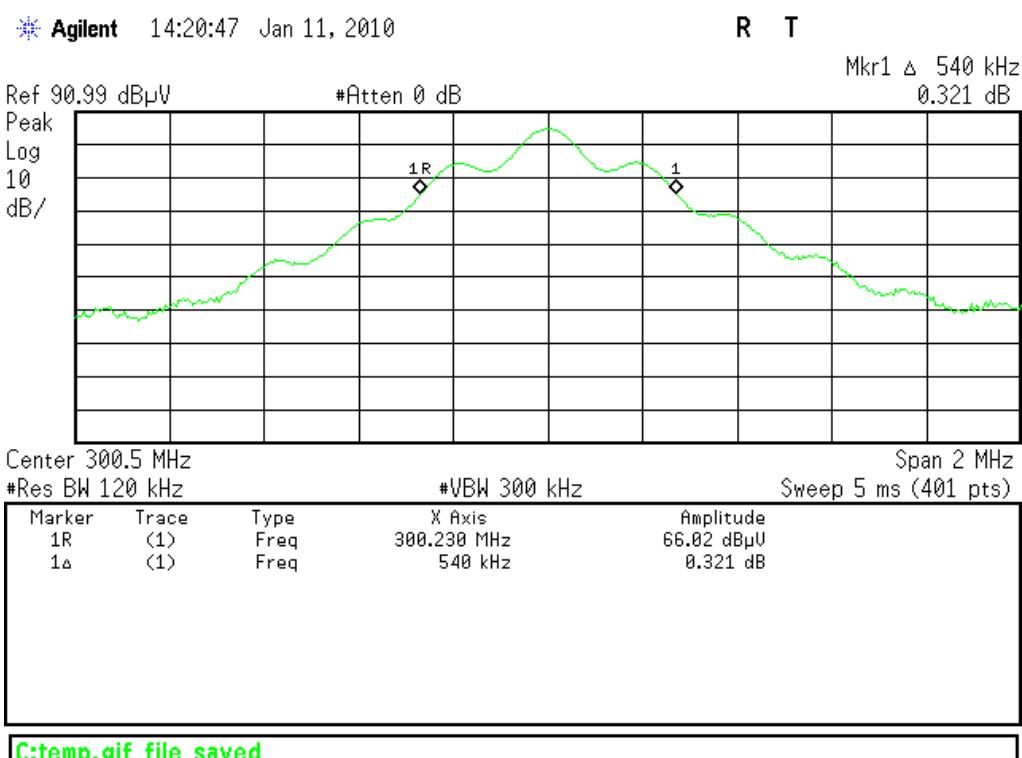
"The bandwidth of the emission shall be no wider than 0.25% of the center frequency for devices operating above 70MHz and below 900MHz...Bandwidth is determined at the points 20dB down from the modulated carrier". [15.231(c)]

MEASUREMENTS / RESULTS

Bandwidth

Date: 11-Jan-10	Company: AirPointe	Work Order: J1727						
Engineer: Matthew Burman	EUT Desc: Bonsei	EUT Operating Voltage/Frequency: Battery Powered						
Temp: 14.6°C	Humidity: 25%	Pressure: 1009mBar						
Frequency Range: 300.5-346.5MHz		Measurement Distance: 3 m						
Notes: RBW = 120kHz VBW = 300kHz		limit = 0.25% of center frequency						
Antenna Polarization (H / V)	Frequency (MHz)	Bandwidth (MHz)				FCC 15.231.e		
						Limit (MHz)	Margin (MHz)	Result (Pass/Fail)
H	300.5	0.540				0.75125	-0.211	Pass
H	320.5	0.550				0.80125	-0.251	Pass
H	336.5	0.545				0.84125	-0.296	Pass
H	340.5	0.545				0.85125	-0.306	Pass
H	346.5	0.570				0.86625	-0.296	Pass
Test Site: 1DCC-OATS-3M-I			Cable 1: EMIR-17			Antenna: Grn-Red		
Analyzer: Gold			Preamp: none					

Sample Analyzer Plot



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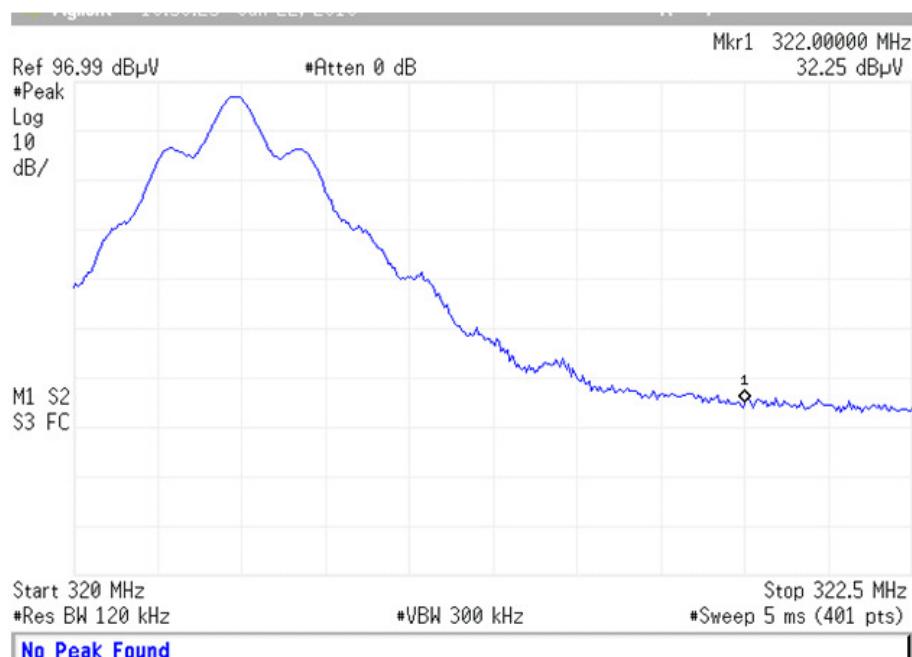
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Restricted Bands

Radiated Emissions Table

Date: 22-Jan-10	Company: Airpointe	Work Order: J1727										
Engineer: Kyle Neffendorf	EUT Desc: Bonsi	EUT Operating Voltage/Frequency: 3V Battery										
Frequency Range: 320.5-336.5MHz		Measurement Distance: 3 m										
Notes:		EUT Max Freq:										
Antenna Polarization (H / V)	Frequency (MHz)	Reading (dB μ V)	Preamp Factor (dB)	Antenna Factor (dBm)	Cable Factor (dB)	Adjusted Reading (dB μ V/m)	---	---	Result (Pass/Fail)	Limit (dB μ V/m)	Margin (dB)	Result (Pass/Fail)
Hpk	322.0	31.3	21.6	14.5	1.1	25.3	---	---	---	46.0	-20.7	Pass
Hpk	335.4	32.3	21.5	14.7	1.0	26.5	---	---	---	46.0	-19.5	Pass
Table Result: Pass by -19.5 dB			Worst Freq: 335.4 MHz									
Test Site: EMI Chamber 1	Cable 1: Asset #1505	Cable 2: Asset #1507	Cable 3: ---									
Analyzer: Asset #1327	Preamp: Red	Antenna: Red-Black	Preselector: ---									

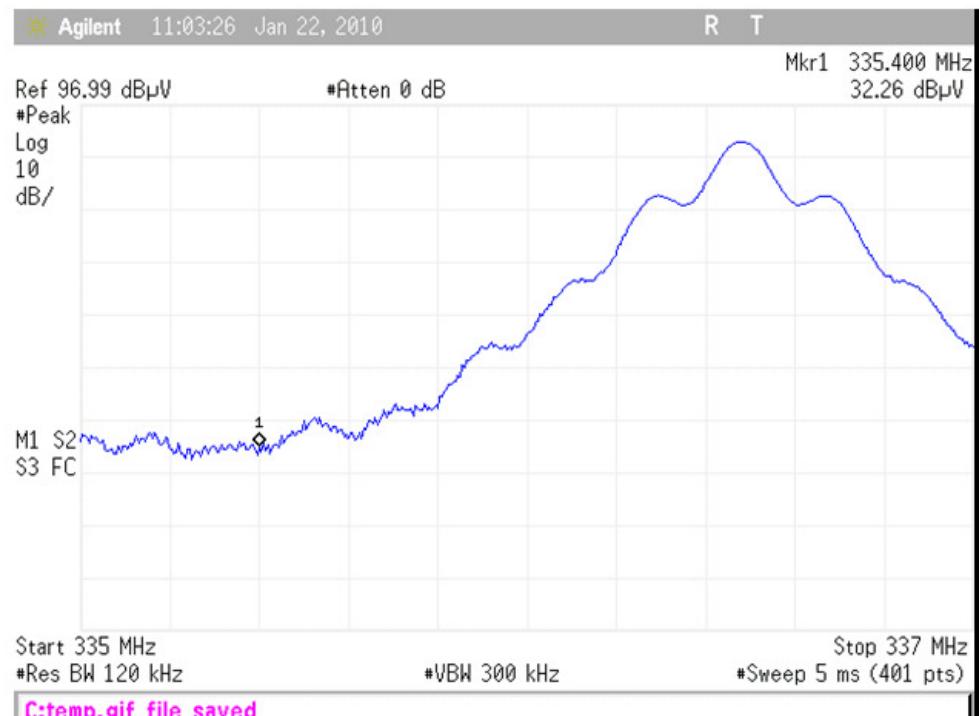


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Harmonics and Spurious Emissions

LIMIT

Fundamental Frequency	Field Strength of Fundamental (microvolts/meter)	Field Strength of Spurious Emission (microvolts/meter)
260 - 470 MHz	1,500 to 5,000	150 to 500
[15.231(e)]		

Average Limit[dB μ V/m] = 20log((16.6667(F[in MHz]) – 2833.3333) – 20 @ 3m

Example Calculation: 20log((16.6667(302.5) – 2833.3333) – 20 = **46.8dB μ V/m @ 3m**

MEASUREMENTS

Radiated Spurious Emissions Table

Date: 22-Jan-10	Company: Airpointe	Work Order: J1727												
Engineer: Kyle Neffendorf	EUT Desc: Bonsi	EUT Operating Voltage/Frequency: 3V Battery												
Frequency Range: 30-1000MHz		Measurement Distance: 3 m												
Notes: Peak Readings		EUT Tx Freq: 306.5MHz												
Antenna Polarization (H / V)	Frequency (MHz)	Reading (dB μ V)	Preamp Factor (dB)	Antenna Factor (dB/m)	Cable Factor (dB)	Adjusted Reading (dB μ V/m)	---	Limit (dB μ V/m)	Margin (dB)	Result (Pass/Fail)	Limit (dB μ V/m)	Margin (dB)	Result (Pass/Fail)	
H	613.0	17.0	21.2	19.5	1.6	16.9	---	---	---	---	46.0	-29.1	Pass	
H	919.5	21.6	20.5	23.1	1.8	26.0	---	---	---	---	46.0	-20.0	Pass	
Table Result: Pass		by -8.8 dB					Worst Freq: 1838.5 MHz							
Test Site: EMI Chamber 1	Cable 1: Asset #1505		Cable 2: Asset #1507		Cable 3: ---		Antenna: Red-Black		Preselctor: ---					
Analyzer: Asset #1327	Preamp: Red													

Radiated Spurious Emissions Table

Date: 22-Jan-10	Company: Airpointe	Work Order: J1727												
Engineer: Kyle Neffendorf	EUT Desc: Bonsi	EUT Operating Voltage/Frequency: 3V Battery												
Frequency Range: 1-4GHz		Measurement Distance: 3 m												
Notes: Peak Readings, against average limits		EUT Tx Freq: 300.5MHz												
Antenna Polarization (H / V)	Frequency (MHz)	Reading (dB μ V)	Preamp Factor (dB)	Antenna Factor (dB/m)	Cable Factor (dB)	Adjusted Reading (dB μ V/m)	---	Limit (dB μ V/m)	Margin (dB)	Result (Pass/Fail)	Limit (dB μ V/m)	Margin (dB)	Result (Pass/Fail)	
H	1225.5	32.0	20.4	25.6	2.0	39.2	---	---	---	---	54.0	-14.8	Pass	
H	1532.0	29.7	19.0	27.6	2.2	40.5	---	---	---	---	54.0	-13.5	Pass	
H	1838.5	30.2	17.0	29.6	2.4	45.2	---	---	---	---	54.0	-8.8	Pass	
H	2145.5	46.9	39.1	27.6	2.7	38.1	---	---	---	---	54.0	-15.9	Pass	
H	2452.5	44.9	38.9	28.5	2.8	37.3	---	---	---	---	54.0	-16.7	Pass	
H	2759.0	47.2	39.3	29.0	3.0	39.9	---	---	---	---	54.0	-14.1	Pass	
H	3065.5	47.8	38.9	30.3	3.5	42.7	---	---	---	---	54.0	-11.3	Pass	
H	3372.0	46.2	39.0	31.0	3.6	41.8	---	---	---	---	54.0	-12.2	Pass	
H	3678.5	46.6	39.0	32.0	4.1	43.7	---	---	---	---	54.0	-10.3	Pass	
Table Result: Pass		by -8.8 dB					Worst Freq: 1838.5 MHz							
Test Site: EMI Chamber 1	Cable 1: Asset #1505		Cable 2: Asset #1507		Cable 3: ---		Antenna: Orange Horn		Preselctor: ---					
Analyzer: Asset #1327	Preamp: Red-Blue													

Note: 15.231(b)(3) states "Spurious emissions shall be attenuated to the average...limits shown in this table [15.231(e)] or to the general limits shown in Section 15.209, whichever limit permits a higher field strength." Since the emissions above 1GHz meet the 15.209 limits, those limits are displayed in the data table to show worst case.



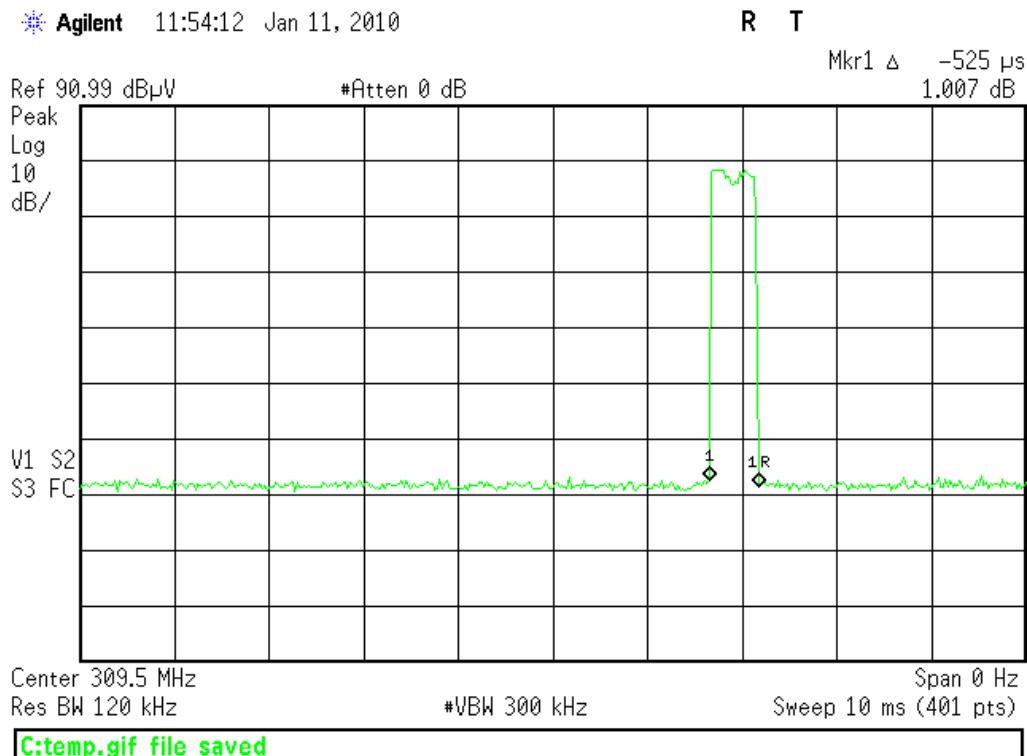
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Timing Requirements / Duty Cycle Correction Factor

"In addition, devices operated under the provisions of this paragraph shall be provided with a means for automatically liming operation so that the duration of each transmission shall not be greater than one second and the silent period between transmissions shall be at least 30 times the duration of the transmission but in no case less than 10 seconds." [15.231(e)]

Duration of single pulse



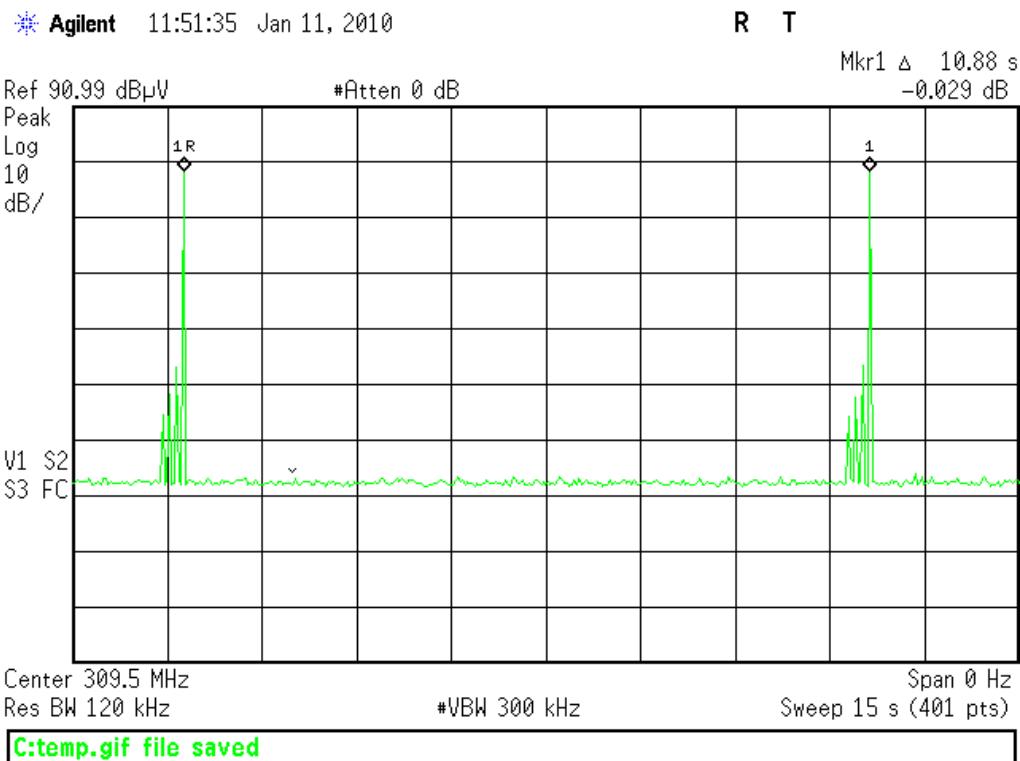
Silent period = 30×525 microseconds = 15750 microseconds = 0.01575 seconds
The silent period shall be minimum 10 seconds.



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The worst case duty cycle is represented by the two analyzer plots immediately above.

$$\text{DCCF} = 20 * \log (525\text{us}/0.1\text{s})$$

$$\text{DCCF} = 20 * \log (0.00525)$$

$$\text{DCCF} = -45.6\text{dB}$$

A 20dB Duty Cycle Correction Factor was used in this report.



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Testing Cert. No. 1627-01

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)]

No Line Conducted Emissions were performed since EUT is battery powered



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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 (Ucispqr)
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 (Ucispqr)
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		





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Test Equipment Used

Rev: 25-Jan-2010

	Range	MN	Mfr	SN	Asset	Cat	Calibration Due
Spectrum Analyzers / Receivers /Preselectors Rental SA #5	9kHz-26.5 GHz	E4407B	Agilent	MY44220066	1491	I	2-Feb-2010
Radiated Emissions Sites 1DCC-OATS-3M-I	FCC Code 719150	IC Code 2762A-8	VCCI Code R-3109			Cat	Calibration Due
						II	7-Jul-2011
Preamps /Couplers Attenuators / Filters Red-White Red-Blue	Range 0.009-2000MHz 1-20GHz	MN ZFL-1000-LN PE2-38-218-4R5-17-15-SFF	Mfr CS CS	SN N/A NA	Asset	Cat	Calibration Due
					1258	II	6-Nov-2010
					1257	II	8-May-2010
Antennas Green-Red BiLog Yellow Horn	Range 30-2000MHz 1-18GHz	MN CBL6112B 3115	Mfr Chase EMCO	SN 2435 9608-4898	Asset	Cat	Calibration Due
					990	I	22-Apr-2010
					37	I	27-May-2011
Meteorological Meters Temp./Humidity/Atm. Pressure Gauge 1DCC-OATS-3M-I Thermohygrometer		MN 7400 Perception II 35519-044	Mfr Davis Control Company	SN N/A 72457635	Asset	Cat	Calibration Due
					965	I	6-Apr-2011
					1334	II	18-Aug-2011

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



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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.



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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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