

The rates for chamber testing include technician labor, facilities, and incidental antenna test range materials required to conduct standard antenna testing. Custom test fixturing and data processing, analysis and reporting services are not included in chamber test rates; an estimate for these services can be provided upon request.

PRICING

Refer to 'Rates for Antenna Test Services' document for current rates. This document is available upon request. Unless otherwise indicated all quotes are valid for a period of 90 days.

BILLING

Chamber testing is billed in hourly increments only.

Minimum Charges
Spherical Chamber: 1 hour
Tapered Chamber: 4 hours

Time Accounting
Start-Time: The charges begin to accrue at the pre-scheduled test time (please see SCHEDULING section below)
Stop-Time: The charges cease to accrue when the test technician verifies the chambers return to default state. Fifteen minutes beyond the hour is rounded up to the next whole hour. Less than fifteen minutes is rounded down

Availability of chambers cannot be guaranteed if customer is significantly late for scheduled test time in which case testing may need to be cancelled and is then subject to the Cancellation terms in Section 4 of this document. In such cases whereas the customer may remain to complete testing it is understood that time is charged from the original start time and thus customer will be responsible for additional costs if testing goes beyond the time agreed upon.

Availability of chambers can not be guaranteed if customer test runs beyond scheduled time and in such cases customer will need to schedule another rental date/time to complete testing. In such cases whereas the chamber is available and the customer chooses to go over the original time agreed to JEM must obtain authorization from appropriate contact to exceed time and bill accordingly.

SCHEDULING

Scheduling will be confirmed with the receipt of a purchase order. We recommend scheduling early to ensure availability of desire date/time for chamber rental.

CANCELLATION

Cancellation must be made at least 48 hours in advance of scheduled start date to avoid cancellation fees. Partial billing may be issued as related job tasks are performed.

JEM may at its sole discretion impose a cancellation fee of \$1,000.00 or the cost of the scheduled rental time, whichever is the least of the two, for any cancellations made less than 48 hours prior to the scheduled start-time of any test(s)

PAYMENT TERMS

Payment is due upon receipt of services or net 10 days upon credit approval. Payment may be made by credit card (Visa/MC/AmEx), PayPal or Company Check.

A service charge of 1.5% per month may be applied to all invoices not paid within 20 days of invoice date.

JEM reserves the right to hold all customer supplied equipment and documentation (letters of compliance, test reports, etc) until all invoices are paid that have become delinquent may be placed on report or work hold.

RESPONSIBILITIES

The Customer will be responsible for supplying the Equipment Under Test (EUT) with all accessories typical of normal installation and for assuring that the EUT is properly set up and operable for the required testing

Normal set-up and installation of EUT included within test time.

Customer shall provide fixtures for any test(s) requiring precise alignment or other special fixturing. Such fixturing should be designed to minimize time required to install and remove EUT and fixture. Customer is responsible for repeatability of fixture. JEM reserves the right to remove customer EUT and fixture at the end of each test session.

Customer is responsible for the accuracy of any information supplied to JEM.

Customer must report any suspected data discrepancies to JEM within 30 days from date of receipt of data.

SHIPPING

The Customer is responsible for the cost of shipping and all other costs associated with receiving and delivering test articles, fixtures, and the like to and from JEM.

We recommend customer to supply a return shipper with their equipment or use of Customer's FedEx or UPS account number for return shipping.

In every case, the risk of loss for products during shipment shall remain with the Customer.

JEM cannot guarantee that any customer EUT will comply with a standard or qualify for a certification. The customer will be responsible to pay for work performed by JEM even if compliance is not achieved.

JEM does not assume responsibility for any injuries to the Customer's representative or damage caused to JEM equipment, facilities or personnel as a result of required testing or as the result of the representative's negligence.

JEM will not normally supervise or document the work performed by the Customer's representative. JEM does not assume responsibility for any work performed by the Customer's representative or the consequences resulting from the actions of the Customer's representative.

The customer agrees not to solicit, attempt to hire or hire an employee of JEM during or within one year after the completion of this project.

In certain cases, JEM may be required to make subjective opinions or interpretations, based upon JEM's judgment and interpretation of the applicable standards. In those cases, JEM does not warrant or guarantee its opinions or that there will be universal acceptance of its findings. Furthermore, JEM does not undertake to discharge or assume any responsibility of the Customer or any third party.

Customers visiting a JEM facility must follow JEM's internal security procedures. Customers must make reasonable efforts to protect the security and confidentiality of their hardware, software and documentation.

For testing in support of a government or military contract, JEM requires a statement of work and the sections of the contract which apply to JEM's responsibilities: including specifications, standards, documents and quality requirements.

Customers contracting for JEM work outside of JEM Laboratories (on site) will provide for an escort, site safety briefings and personnel assistance as required.

An EUT (Equipment Under Test) that generates LASER or UV radiation must be identified. Include in the identification: type of radiation, class, frequency of emission(s), and power level. JEM may ask for assistance in set up and require information related to safe operation of the EUT.

JEM recognizes the confidential nature of the product and the associated documentation. Except as necessary in accordance with the defined project, JEM will not voluntarily disclose any information regarding the Customer's product without prior authorization. If desired by the Customer, an additional level of confidentiality or security can be provided by JEM. However, it is the Customer's responsibility to specifically request and define an additional level of confidentiality or security.

In the event that JEM becomes a party to any products liability or other claim or suit against Customer pertaining to any product tested by JEM, Customer shall indemnify, defend and hold JEM harmless from all losses, liabilities, damages, costs and expenses, including attorneys fees, arising from or in connection with such claim or suit, except in the case of JEM's actual gross negligence or willful misconduct

Any reference to the JEM name or use of the JEM logo either on the product or on any advertising or promotional literature must be reviewed and approved by JEM.

To the extent permitted by local law, in no event will JEM be liable to the customer for any lost revenues, lost profits, incidental, indirect, consequential, and special or punitive damages.

MATERIAL SAFETY DATASHEETS

Datasheets must be supplied with your Equipment or Components if the Material, Equipment, or Product (including electronic components) to be provided, is or contains any substance designated below :

- a) Toxic/ hazardous substance, as defined by the Occupational Safety and Health Administration, Environmental Protection Agency, and/or all state "Right-to-know" laws; and/or
- b) Carcinogen as defined by the National Toxicology Program or the international Agency for Research or Cancer; and/or
- c) Hazardous material as defined in the Hazardous Material Transportation Act; and/or
- d) Regulated product under the Federal Insecticide, Fungicide and Rodenticide Act; and/or
- e) Hazardous waste as defined in the Resource Conservation and Recovery Act or the Superfund Amendment Reauthorization Act or the Superfund Amendment Reauthorization Act.

A Material Safety Data Sheet must also be provided if the Material, Equipment or Product (including individual components) could be a hazard to human health and/or the environment in a fire/combustion or spill situation.

WARRANTY

JEM maintains a Quality System in compliance with ISO 9001. JEM will make available to the Customer general information on JEM's quality system, test equipment test facilities, calibration certificates and Operators' training.

In order to assure the proper operation of the EUT, the Customer may have a representative present who is familiar with the EUT. JEM will not be responsible for injury to any persons or property unless the injury or damage results solely from negligence on the part of JEM personnel.

In addition, the customer is permitted full access to the test facility to witness the testing. THEREFORE, IT IS THE CUSTOMER'S SOLE RESPONSIBILITY TO DETERMINE BOTH DATA ACCURACY AND SUITABILITY FOR HIS USE. IN NO EVENT SHALL JEM BE LIABLE FOR ANY INDIRECT, LIQUIDATED, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE, DAMAGE TO HARDWARE DURING TESTING AND HANDLING, OR FOR LOST PROFITS, SAVINGS, OR REVENUES OF ANY KIND, WITH RESPECT TO ANY MATTER RELATING TO OR ARISING UNDER THIS AGREEMENT. JEM WILL BE RESPONSIBLE FOR NEGLIGENT HANDLING OF EQUIPMENT BY JEM DURING TESTING. IN ANY EVENT JEM WILL NOT BE LIABLE FOR ANY AMOUNT GREATER THAN THE AMOUNT PAID TO JEM UNDER THIS AGREEMENT.

For test data which JEM determines to be defective due to either JEM's equipment or workmanship, and at JEM's sole discretion, JEM may offer additional test time free of charge to the customer to reacquire some or all of the defective data. If JEM offers test time free of charge, the customer remains responsible for all other costs associated with testing. In order for JEM to evaluate such issues the customer must report any suspected data discrepancies to JEM within 30 days from date customer received data.

THERE IS NO WARRANTY, EXPRESS OR IMPLIED BY JEM FOR MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR USE OR PURPOSE, AND JEM NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY. THIS AGREEMENT CAN BE AMENDED ONLY BY A WRITTEN INSTRUMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF JEM.

¹ Please consult your JEM Representative regarding scope of standard testing services.