

Test Report

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

Report No EL1447-1

> Client Keurig Inc.

Address 55 Walkers Brook Drive Reading, MA 01876

1-781-205-7221 Phone

Items tested Coffee Brewer

> FCC ID YMSKAEFUHRVI1G200 IC ID 9907A-KVE1U2R0I0G FRN 0019667195

Equipment Type DSS

Equipment Code Part 15, Frequency Hopping Spread Spectrum Transmitter **Emission Designator** 129KF1D

FCC/IC Rule Parts 47 CFR 15.247, RSS 210 issue 8 and RSS GEN issue 3

September 13-15th, 2011 **Test Dates**

Results As detailed within this report

Prepared by

Matthew Burman - Test Engineer

hutBe

Authorized by

Mairaj Hussain - EMC Supervisor

Issue Date

January 18, 2012

Conditions of Issue

This Test Report is issued subject to the conditions stated in the 'Conditions of Testing' section on page 31 of this report.

Curtis-Straus LLC is accredited to ISO/IEC 17025 by A2LA for the specific scope of accreditation under Certificate Number 1627-01. This report may contain data which is not covered by the A2LA accreditation. See our scope of accreditation at the end of this test report. Any opinions or interpretations expressed in this report are outside the scope of our A2LA accreditation as A2LA only accredits testing. Testing Cert. No. 1627-01





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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 15.247 and RSS-210. The product is a frequency hopping transmitter within a Coffee Brewer. It is a frequency hopping transmitter that operates in the range 902-928MHz.

We found that the product met the above requirements without modification. Ranga Narashimhan from Keurig Inc. was present during the testing. The test sample was received in good condition.

Test Methodology

Radiated emission and AC line conducted emission 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 the base as well as varying the test antenna's height and polarity. The device antenna could not be maximized separately.

Conducted emission at the antenna port was performed, as required by rule section. Testing was performed according to the procedure specified in FCC public notice DA00-705.

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

Frequency	RBW	VBW
0.15-30MHz	9kHz	30kHz
30-1000MHz	120kHz	1MHz
1-10GHz	1MHz	3MHz

Release Control Record

Issue No. Reason for change

Original Release

Date Issued
January 31, 2012





Product Tested - Configuration Documentation

				EUT Con	figuratio	n			
Work Orde									
	y: Keurig Inc.								
Company Addres									
Conto	Reading, Ma t: Ranganaray								
Person Presei									
1 6130111 16361	··· Hanganaray		ı						
	_	MN			PN			SN	
EU		V1200						Sample 1	
EUT Description									
EUT Tx Frequence	y: 902-928MH	Z							
Support Equipment:		MN						SN	
none									
EUT Ports:									
			No.					Max	
Port Label	Port Type	No. of ports	Populated	Cable Type	Shielded	Ferrites	Length	Length	Unpopulated Reason
AC mains	AC	1	1	3-wire AC	no	none	1.5m	1.5m	
AG IIIallis									
tware / Operating Mode Des	cription:								





Statement of Conformity

The coffee brewer has been found to conform to the following parts of 47 CFR and RSS 210 as detailed below:

RSS-GEN	RSS 210	Part 15	Comments
5.4		15.15(b)	There are no controls accessible to the user that vary the output power.
5.2		15.19	The label is shown in the label exhibit.
7.1.3 7.1.2		15.21	Information to the user is shown in the instruction manual exhibit.
		15.27	No special accessories are required for compliance.
4.1		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.
7.1.2		15.203	The antenna for this device is hardwired to the PCB.
	2.5	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.
7.2.4		15.207	EUT meets the AC Line conducted emissions requirements of 15.207.
	Annex 8	15.247	The unit complies with the requirements of 15.247
4.6.1			Occupied Bandwidth measurements were made.

Modifications Required for Compliance

No Modifications were required for compliance.





Test Results

Bandwidth

LIMIT

The 20dB bandwidth of the hopping channel is 250kHz or greater, the system shall use at least 25 hopping frequencies...The maximum allow 20dB bandwidth of the hopping channel is 500kHz. [15.247(a) (1) (i)]

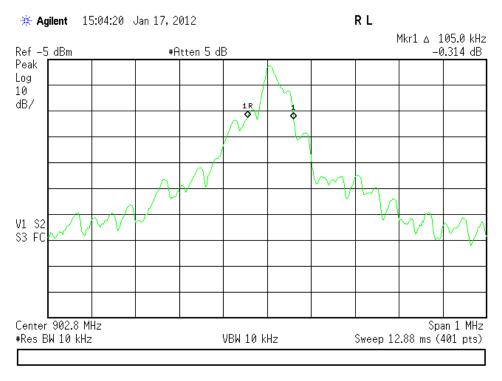
MEASUREMENTS / RESULTS

Date: 17-Jan-12 Company: Keurig Work Order: L1447												
				Work Orger: L1447								
Engineer:	Matthew Burm	an	EUT Desc:	er	EUT Operating Voltage/Frequency: 120Vac 60Hz							
Temp:	22.1℃		Humidity:	22%		Pressure: 1000mBar						
Frequency Range: 902-928MHz Measurement Distance: Conductive												
Notes: RBW = 10kHz												
Antenna												
Polarization	Frequency	Bandwidth										
(H / V)	(MHz)	(kHz)										
low channel	902.75	105.0										
mid channel	913.75	100.0										
high channel	927.25	97.5										
Test Site:	EMC1											
Test Site: EMC1 Analyzer: Rental #1 Attenuator: PE7019-20												

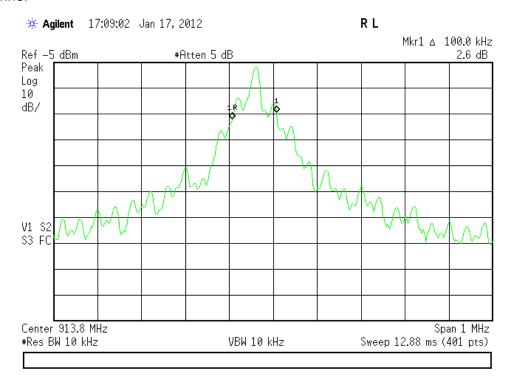




PLOT Low Channel

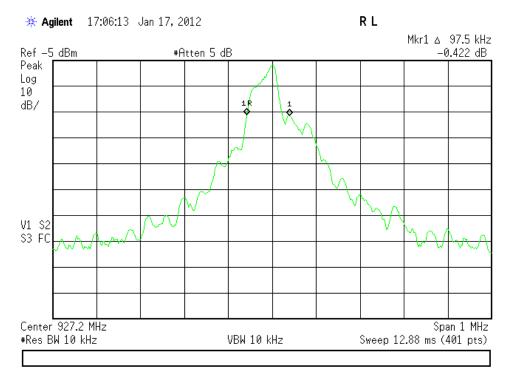


Mid Channel





High Channel







Frequency Hopping Requirements

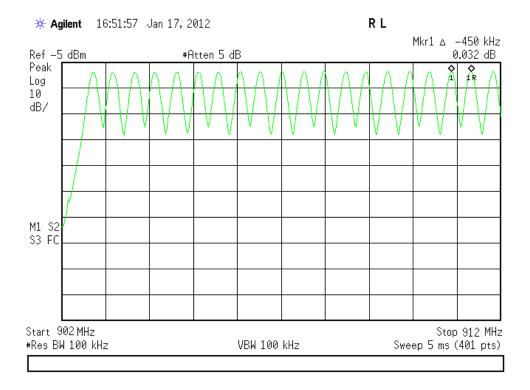
Channel Spacing

Frequency hopping systems shall have hopping channel carrier frequencies separated by a minimum of 25kHz or the 20dB bandwidth of the hopping channel, whichever is greater.

[15.247 (a) (1)]

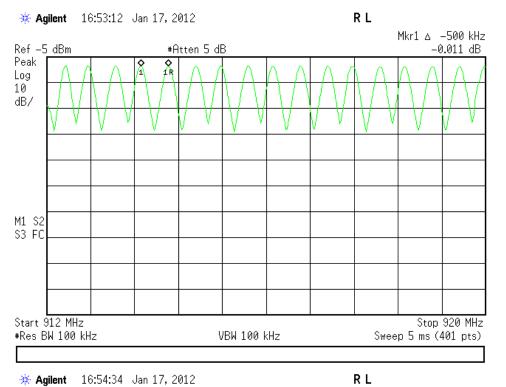
Plots

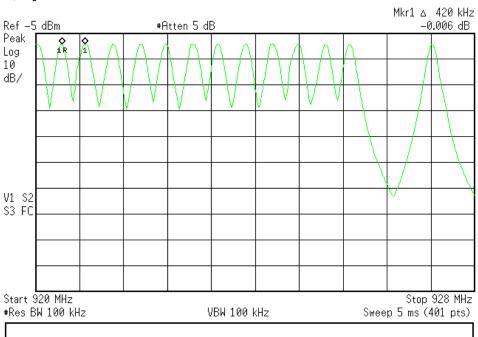
Channel spacing between carrier frequencies of 420kHz > 20dB bandwidth















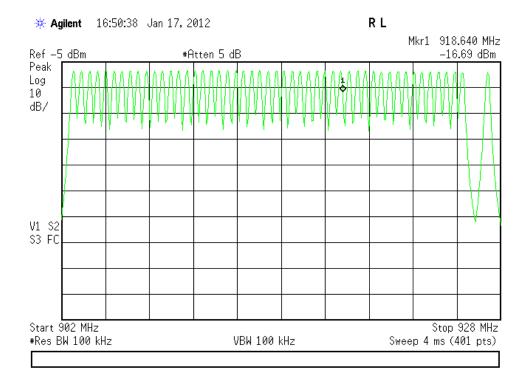
Number of Channels

For frequency hopping systems operating in the 902-928 MHz band: if the 20 dB bandwidth of the hopping channel is less than 250 kHz, the system shall use at least 50 hopping frequencies

[15.247 (a) (1) (i)]

Plots

The system uses 50 hopping frequencies in the frequency range of 902-928MHz







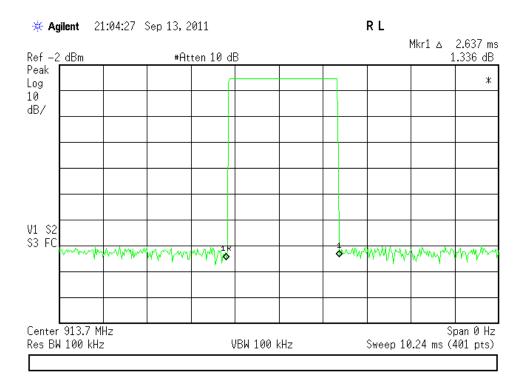
Occupancy Time

For frequency hopping systems operating in the 902-928 MHz band: if the 20 dB bandwidth of the hopping channel is less than 250 kHz, the system shall use at least 50 hopping frequencies and the average time of occupancy on any frequency shall not be greater than 0.4 seconds within a 20 second period;

[15.247 (a) (1) (i)]

Plots

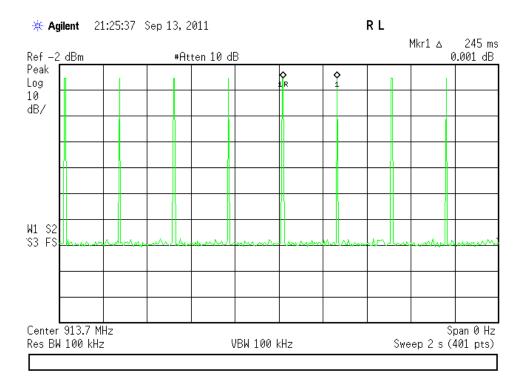
A single transmission has duration of 2.637ms







Transmissions can occur every 245ms



In 20 seconds 82 transmissions can occur

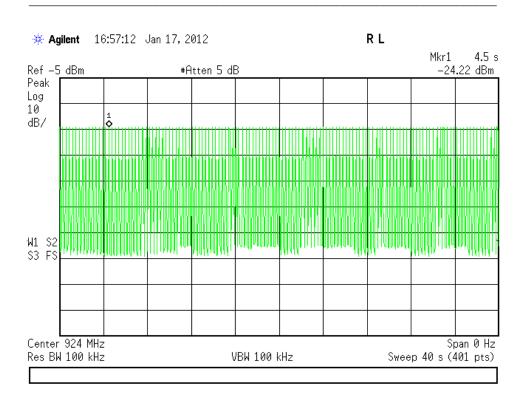
20seconds / .245seconds = 82

If each transmission is 2.637ms

2.637ms x 82 = 216.234ms







So within any 20 second window, the average time of occupancy on any frequency is 217ms, which is less than the limit of 400ms.





Peak Power

LIMIT

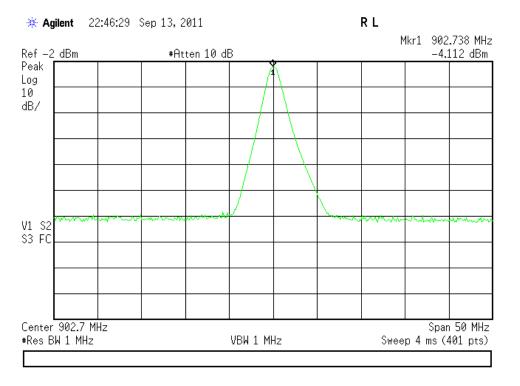
Conducted Output Power 0.25 Watt [15.247(b) (2)]

MEASUREMENTS / RESULTS

Date:	13-Sep-11		Company:	Keurig							Work Order	: L1447
Engineer:	Matthew Burma	an	EUT Desc:	RFID Brev	ver					EUT Operating	g Voltage/Frequency	: 120Vac 60Hz
Temp:	24.1℃		Humidity:	41%		Pressure:	1012mBar					
	Frequency Range: 902-928MHz								N	Measurement Distance: Co	onductive	
Notes:									0	.25 Watt = 23.9794dBm		
Antenna			Attenuator			Adjusted				FCC 15.247 (b)(2)		
Polarization (H / V)	Frequency (MHz)	Reading (dBm)	Factor (dB)			Reading (dBm)	Limit (dBµV/m)	Margin (dB)	Result (Pass/Fail)	Limit (dBm)	Margin (dB)	Result (Pass/Fail)
low channel	902.75	-4.1	19.6			15.5				23.9794	-8.5	Pass
mid channel high channel	913.75 927.25	-4.5 -4.5	19.6 19.6			15.1 15.1				23.9794 23.9794	-8.9 -8.9	Pass Pass
Tab	le Result:	Pass	by		dB					Worst Freq:	910.0	MHz

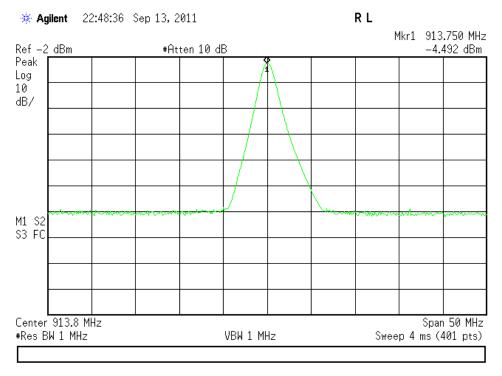
PLOTS

Low Channel

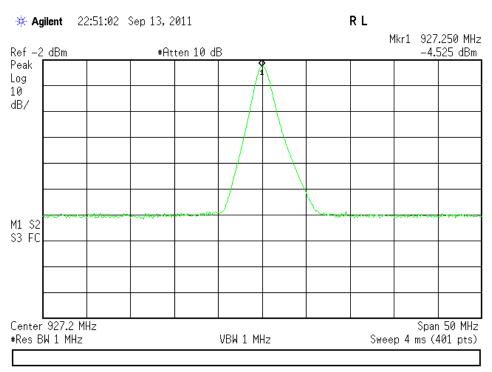




Mid Channel



High Channel





Band Edge Measurements

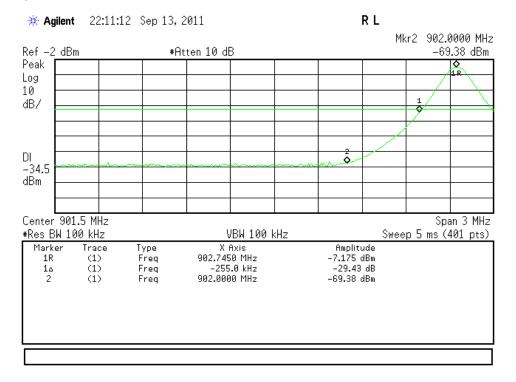
LIMITS

In any 100kHz bandwidth outside the frequency band in which the spread spectrum or digitally modulated intentional radiator is operating, the radio frequency power that is produced by the intentional radiator shall be at least 20dB below that in the 100kHz bandwidth within the band that contains the highest level of the desired power, based on either a RF conducted or a radiated measurement, provided the transmitter demonstrates compliance with the peak conducted power limits.

[15.247(d)]

PLOTS

928MHz Edge







902MHz Band Edge

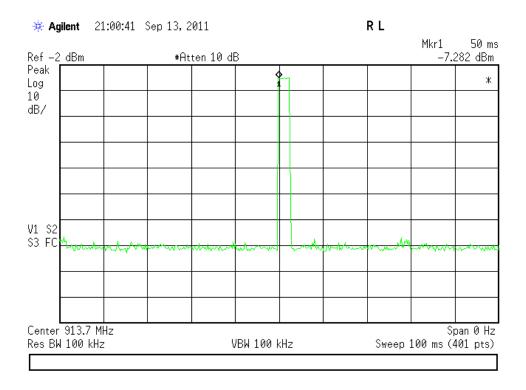
Ref -2 dBm #Atten 10 dB Peak Log 10 dB/ DI -34.5	r1 Δ 262.5 kHz -30.05 dB
Log 10 dB/ 1 dB/ 2	
DI	
dBm	
	<u> </u>
Marker Trace Type X Axis Amplitude 1R (1) Freq 927.2480 MHz -6.924 dBm 1∆ (1) Freq 262.5 kHz -30.05 dB 2 (1) Freq 928.0000 MHz -66.87 dBm	





Duty Cycle Correction Factor

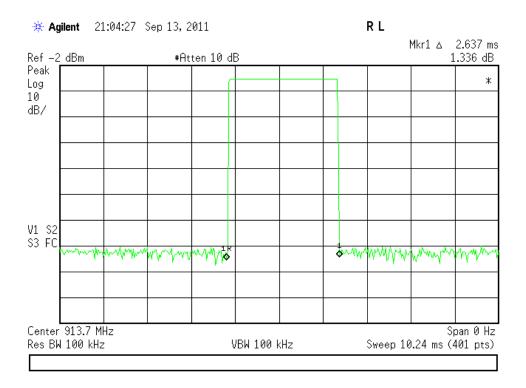
In 100ms one transmission occurs







This transmission has duration of 2.637ms



DCCF = 20 x Log (X/100ms) DCCF = 20 x Log (2.637/100)

Duty Cycle Correction Factor = -31.578dB

A duty cycle correction factor of 20dB was used





Radiated Spurious Emissions

LIMITS

Radiated emissions which fall in the restricted bands, as defined in Section 15.205(a), must also comply with the radiated emission limits specified in Section 15.209(a). [15.247(d)]

MEASUREMENTS / RESULTS

Engineer:	13-Sep-11 Matthew Burma 25.0 ℃	an	Company: EUT Desc: Humidity:	RFID coffe	e brewer	Pressure:	Work Order: L1447 EUT Operating Voltage/Frequency: 120Vac e: 1012mBar					
	Freque	ncy Range:	: 30-1000MH	lz		Measurement Distance: 3 m						
Notes:	Noise floor read	dings, no em	issions foun	d								
Antenna			Preamp	Antenna	Cable	Adjusted FCC Class B				3		
Polarization (H / V)	Frequency (MHz)	Reading (dBμV)	Factor (dB)	Factor (dB/m)	Factor (dB)	Reading (dBμV/m)	Limit (dBμV/m)	Margin (dB)	Result (Pass/Fail)	Limit (dBµV/m)	Margin (dB)	Result (Pass/Fail)
v - nf	74.0	21.6	20.1	8.1	0.5	10.1				40.0	-29.9	Pass
v - nf	250.0	21.2	19.8	11.5	0.9	13.8				46.0	-32.2	Pass
v - nf	410.0	21.9	19.8	15.9	1.2	19.2				46.0	-26.8	Pass
v - nf	614.0	23.7 21.5	19.4	18.8 22.5	1.5 1.8	24.6				46.0	-21.4	Pass
v - nf v - nf	960.0 1000.0	21.2	18.8 18.4	23.0	2.0	27.0 27.8				46.0 54.0	-19.0 -26.2	Pass Pass
Tab	le Result:	Pass	by	-19.0	dB				W	orst Freq:	960.0	MHz
	EMI Chamber 2 Asset #1328	2	Cable 1: Preamp:	Asset #150	18				Asset #1506 Red-Black		Cable 3: Preselector:	

Date:	13-Sep-11			Company:	Keurig									Work Order	: L1447
Engineer:	Matthew Burm	ian		EUT Desc:	RFID coffe	e brewer		EUT Operating Voltage/Frequency: 120V							: 120Vac 60
	24.1℃			Humidity: 41%					Pressure: 1012mBar						
		Freque	ency Range:	1-6GHz				Measurement Distance: 3 m							
Notes:	Duty cycle corr	rection facto	r 20dB												
										FCC Class I	B High Frequ	ency - Peak	FCC Class E	High Freque	ncy - Avera
Antenna	_	Peak	Average	Preamp	Antenna	Filter	Cable	Adjusted	Adjusted						
olarization	Frequency	Reading	Reading	Factor	Factor	Factor	Factor	Peak Reading	Avg Reading	Limit	Margin	Result	Limit	Margin	Result
(H / V)	(MHz)	(dBµV)	(dBµV)	(dB)	(dB/m)	(dB)	(dB)	(dBµV/m)	(dBµV/m)	(dBµV/m)	(dB)	(Pass/Fail)	(dBµV/m)	(dB)	(Pass/Fa
v	1827.625	48.8	28.8	20.1	27.2	0.3	2.8	59.0	39.0	74.0	-15.0	Pass	54.0	-15.0	Pass
h	1827.625	47.0	27.0	20.1	27.2	0.3	2.8	57.2	37.2	74.0	-16.8	Pass	54.0	-16.8	Pass
v	2741.2875	42.4	22.4	21.9	28.9	0.4	3.5	53.3	33.3	74.0	-20.7	Pass	54.0	-20.7	Pass
h	2741.2875	38.34	18.3	21.9	28.9	0.4	3.5	49.2	29.2	74.0	-24.8	Pass	54.0	-24.8	Pass
v - nf	3655.05	28.84	8.8	21.1	31.9	0.4	3.9	43.9	23.9	74.0	-30.1	Pass	54.0	-30.1	Pass
h - nf	3655.05	30.0	10.0	21.1	31.9	0.4	3.9	45.1	25.1	74.0	-28.9	Pass	54.0	-28.9	Pass
v	4568.813	30.95	11.0	20.2	32.5	0.5	5.0	48.8	28.8	74.0	-25.3	Pass	54.0	-25.3	Pass
h - nf	4568.813	29.26	9.3	20.2	32.5	0.5	5.0	47.1	27.1	74.0	-26.9	Pass	54.0	-26.9	Pass
v - nf	5482.575	28.8	8.8	20.7	34.2	0.5	5.5	48.3	28.3	74.0	-25.7	Pass	54.0	-25.7	Pass
h - nf	5482.575	28.1	8.1	20.7	34.2	0.5	5.5	47.6	27.6	74.0	-26.4	Pass	54.0	-26.4	Pass
Tah	le Result:		Pass	by	-15.0		dB					W	orst Freq:	1827.625	5 MHz





Radiated Emissions Table Date: 13-Sep-11 Company: Keurig Work Order: L1447 EUT Desc: RFID coffee brewer EUT Operating Voltage/Frequency: 120Vac 60Hz Engineer: Matthew Burman Temp: 24.1 °C Humidity: 41% Pressure: 1012mBar Measurement Distance: 1 m Frequency Range: 6-10GHz Notes: Duty cycle correction factor 20dB FCC Class B High Frequency - Average Adjusted Peak Readin (dBµV/m) Adjusted Avg Reading (dBµV/m) Antenna Peak Average Preamp Cable Antenna Polarization (H / V) Reading (dBµV) Factor (dB/m) Factor Factor (MHz) (dBµV) (dB) dBμV/m Pass/Fai dBμV/r (Pass/Fai 63.5 63.5 63.5 63.5 6396.338 6396.338 31.22 29.8 11.2 9.8 20.5 20.5 35.4 35.4 83.5 83.5 -31.3 -32.7 Pass Pass -31.3 -32.7 Pass Pass 52.2 50.8 54.1 54.1 54.0 55.2 56.3 56.3 v - nf h - nf 30.8 6.1 7310.1 7310.1 8223.863 31.12 31.14 29.66 11.1 11.1 9.7 20.3 20.3 20.3 37.2 37.2 37.7 34.1 34.1 34.0 Pass Pass Pass -29.4 -29.4 -29.5 v - nf h - nf 83.5 83.5 -29.4 -29.4 Pass Pass v - nf h - nf v - nf 6.9 83.5 -29.5 63.5 Pass 8223.863 9137.625 9137.625 10.9 11.2 11.2 6.9 7.1 7.1 83.5 83.5 83.5 63.5 63.5 63.5 -28.3 -27.2 -27.2 30.88 31.22 20.3 37.7 38.0 35.2 36.3 -28.3 -27.2 Pass Pass Pass Pass 20.0 -27.2 Pass Pass Worst Freq: Table Result: 9137.625 MHz by -27.2 dB Analyzer: Rental SA#5 Antenna: Orange Hor



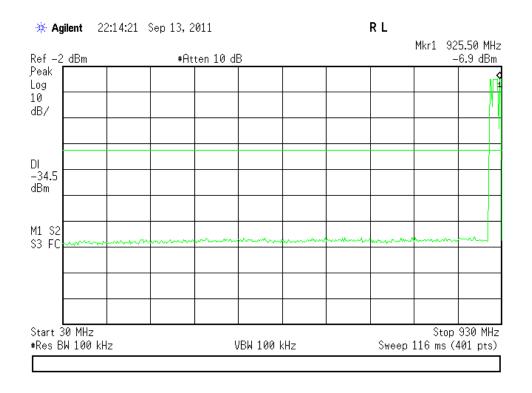


Conducted Spurious Emissions

LIMITS

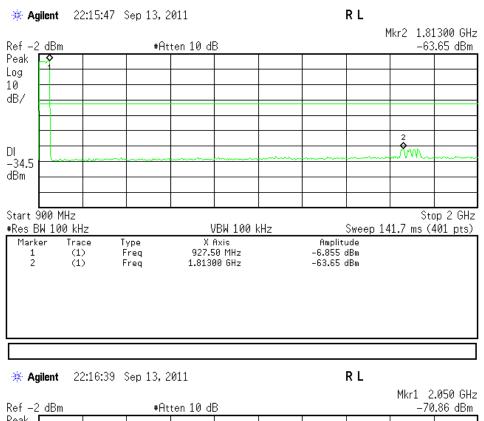
In any 100kHz bandwidth outside the frequency band in which the spread spectrum or digitally modulated intentional radiator is operating, the radio frequency power that is produced by the intentional radiator shall be at least 20dB below that in the 100kHz bandwidth that contains the highest level of desired power...
[15.247(d)]

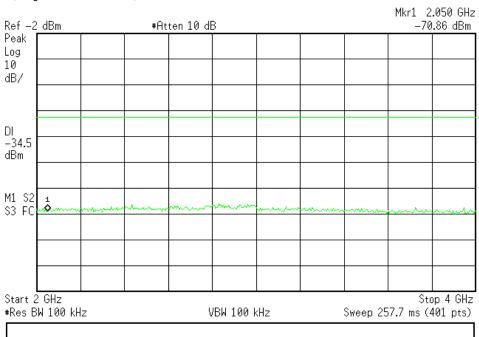
MEASUREMENTS / RESULTS





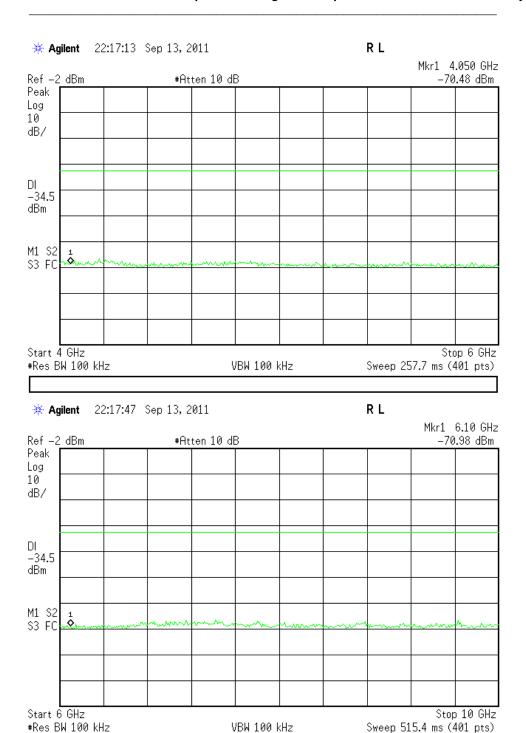
















AC Line Conducted Emissions

LIMITS

Frequency of emission (MHz)	Quasi-peak limit (dBµV)	Average limit (dBµV)
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

Date:	15-Sep-11			company:	Keurig Inc.				Work Order:	L1447		
Engineer:	Matthew Burm	an	E	UT Desc:	RFID Coffee B	rewer			Test Site:	CEMI1		
	24.1℃			Humidity:	53%				Pressure: 998			
	Noise Floor											
Measure	ment Device:	Brown LISN				EUT O	perating Voltag	e/Frequency:	120Vac 60Hz			
Range:	0.15-30MHz						Specti	um Analyzer:	Black			
9	0.10 00				Impedance	FCC/0	CISPR B	FCC/0				
	Q.P. Readings		Ave. Re	eadings	Factor				Overall			
Frequency	QP1	QP2	AV1	AV2		qp Limit	qp Margin	AVE Limit	AVE Margin	Result		
(MHz)	(dBµV)	(dBµV)	(dBµV)	(dBµV)	(dB)	(dBµV)	dB	(dBµV)	dB	(Pass/Fail		
0.15	10.5	11.8	0.9	0.4	20.2	66.0	-34.0	56.0	-34.9	Pass		
1.00	9.0	9.3	-5.6	-4.8	20.0	56.0	-26.7	46.0	-30.8	Pass		
5.00	2.0	1.9	-7.4	-6.9	20.1	56.0	-33.9	46.0	-32.8	Pass		
10.00	-1.5	-2.0	-12.6	-13.5	20.1	60.0	-41.4	50.0	-42.5	Pass		
15.00	-2.2	-2.4	-14.6	-14.8	20.2	60.0	-42.0	50.0	-44.4	Pass		
20.00	-2.2	-2.4	-14.8	-14.6	20.2	60.0	-42.0	50.0	-44.4	Pass		
	le Result:	Pass		-26.70				orst Freq:		MHz		



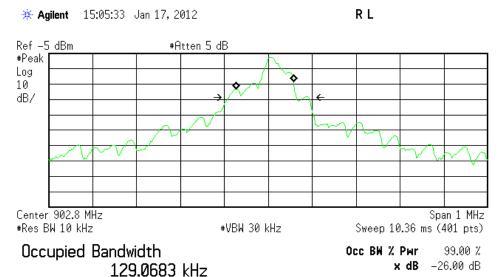


Occupied Bandwidth

REQUIREMENT

When an occupied bandwidth is no specified in the applicable RSS, the transmitted signal bandwidth to be reported is to be its 99% emission bandwidth, as calculated or measured. [RSS-GEN 4.6.1]

Low Channel



Transmit Freq Error -7.371 kHz x dB Bandwidth 180.800 kHz

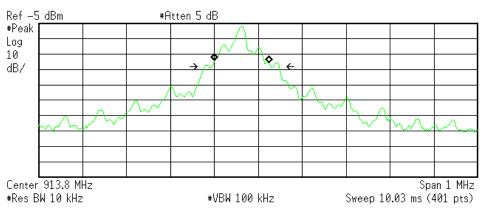




Mid Channel

* Agilent 17:09:47 Jan 17, 2012

RL



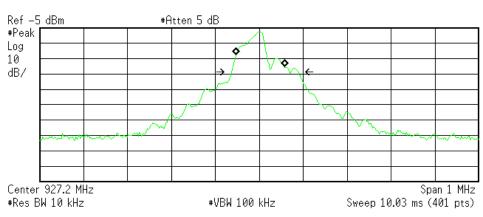
Occupied Bandwidth 123.6259 kHz Occ BW % Pwr 99.00 % x dB -26.00 dB

Transmit Freq Error -37.081 kHz x dB Bandwidth 170.566 kHz

High Channel

* Agilent 17:06:54 Jan 17, 2012

R L



Occupied Bandwidth 109.8839 kHz Occ BW % Pwr 99.00 % x dB -26.00 dB

Transmit Freq Error 1.994 kHz x dB Bandwidth 150.588 kHz



Product Documentation

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



Test Equipment Used

Rev: 9-Sep-2011							
Spectrum Analyzers / Receivers / Preselectors	Range	MN	Mfr	SN	Asset	Cat	Calibration Due
Black	9kHz-12.8GHz	8596E	Agilent	3710A00944	337	- 1	12-Oct-2011
SA EMI Chamber (1328)	9kHz-13.2 GHz	E4405B	Agilent	MY44210241	1328	- 1	4-Mar-2012
Rental SA #5	9kHz-26.5 GHz	E4407B	Agilent	MY44220066	1491	I	17-Mar-2012
Radiated Emissions Sites	FCC Code	IC Code	VCCI Code			Cat	Calibration Due
1DCC-OATS-3M-I	719150	2762A-8	R-3109			Ш	7-Oct-2011
EMI Chamber 2	719150	2762A-7	R-3033, G-107			I	12-Mar-2013
Preamps /Couplers Attenuators / Filters	Range	MN	Mfr	SN	Asset	Cat	Calibration Due
Red	0.009-2000MHz	ZFL-1000-LN	CS	N/A	798	Ш	28-Mar-2012
1517 HF Preamp	1-20GHz	CS	CS	N/A	1517	Ш	29-Mar-2012
High Pass Filter	0.03-6.5 GHz	11SH10-1000/T3000-0/0	K&L	1	1310	Ш	22-Dec-2011
HF 20dB 50W Attenuator	0.009-18 GHz	PE 7019-20	Pasternack	1	791	Ш	1-Jun-2013
Antennas	Range	MN	Mfr	SN	Asset	Cat	Calibration Due
Red-Black Bilog	30-2000MHz	JB1	Sunol	A091604-2	1106	ı	3-Dec-2012
Orange Horn	1-18GHz	3115	EMCO	0004-6123	390	I	27-Jul-2013
Meteorological Meters		MN	Mfr	SN	Asset	Cat	Calibration Due
Temp./Humidity/Atm. Pressure Gauge		7400 Perception II	Davis	N/A	965	ı	4-Apr-2013
1DCC-OATS-3M-I Thermohygrometer		35519-044	Control Company	72457635	1334	Ш	19-Aug-2013
CEMI1 Thermohygrometer		35519-044	Control Company	72457738	1335	Ш	19-Aug-2013
CHAMBER2 Thermohygrometer		35519-044	Control Company	72457639	1347	Ш	19-Aug-2013
Cables	Range		Mfr			Cat	Calibration Due
Asset #1506	9kHz - 18GHz		Florida RF			Ш	19-Aug-2012
Asset #1508	9kHz - 18GHz		Florida RF			Ш	9-Apr-2012
CEMI-04	9kHz - 2GHz		C-S			Ш	23-Sep-2011
REMI-High-22	9kHz - 15GHz		C-S			Ш	18-Jan-2012
LISNs/Measurement Probes	Range	MN	Mfr	SN	Asset	Cat	Calibration Due
Brown LISN	9kHz-50MHz	8012-50-R-24-BNC	Solar	411656	986	- 1	24-Aug-2012

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





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.

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