

# STANDARD METER LAB, INC. (SML) | TERMS AND CONDITIONS OF SALE

**THESE TERMS CONTROL.** Buyer's acceptance of goods and/or services shall constitute acceptance of these terms and conditions. Terms or provisions of Buyer's order that are inconsistent with or in addition to SML's terms and conditions shall not be binding unless accepted in writing by SML. SML's failure to object to any provision contained in a communication from Buyer shall not be a waiver of these terms and conditions. If any terms or conditions of sale are declared by an arbitrator, or court or other body having jurisdiction, to be invalid or unenforceable, the remaining terms and provisions shall remain in full force and effect. This transaction shall be governed by the laws of the State of California, U.S.A.

**DECISION RULE.** Statements of conformity to specifications are made within accredited calibration reports without taking measurement uncertainty into account, except when requested by the customer. Where statements of conformity are made in accredited calibration reports, the following decision rules are applied: Out of Tolerance (Yes) - Measured Value exceeds given specifications; Out of Tolerance (No) - Measured Value is within given specifications. If a customer requires a decision rule that takes measurement uncertainty into account, please contact SML with the specific type of decision rule needed.

**DELIVERY AND RISK OF LOSS.** Domestic delivery shall be F.O.B. origin. Title and risk of loss shall pass to Buyer when products are delivered to Carrier unless otherwise agreed to in writing by SML. Upon request by Buyer, SML shall prepay and invoice Buyer for freight and shipping/handling and insurance costs. International orders shall be FOB factory or origin. No order is assignable without SML's prior written approval.

**PAYMENT TERMS & LATE FEES.** 1. **Net Terms:** 100% of the invoiced amount is due within **30 days (Net 30)** from the date of invoice on approved credit, unless otherwise stated in writing by SML. 2. **Late Fees:** Any account not paid within its stated terms shall be subject to a **compounding late fee of 5% per month** on the total unpaid balance. 3. **Credit Card Surcharge:** In accordance with California law, payments made via credit card will incur a **4% processing surcharge** to cover transaction costs. No surcharge applies to payments made via ACH, Wire Transfer, or Check. 4. **Secondary Payment Trigger:** For accounts with a secondary form of payment on file: If payment is not received by the **60th day** after the invoice date, SML will automatically charge the secondary payment method (including the 4% credit card surcharge) on the **61st day**. 5. **Collection Costs:** Buyer agrees to pay all costs of collection, including reasonable attorney fees and court costs, should SML be required to take legal action to recover unpaid balances.

**EQUIPMENT RELEASE & CERTIFICATION POLICY.** SML reserves the right to withhold the release of equipment until full payment is made for calibration/repair services. For clients

with approved credit terms, SML reserves the right to withhold official NIST-traceable certifications, data reports, and digital records as leverage until the corresponding invoice is paid in full. Official certifications remain the legal property of SML until payment is rendered.

**FOR INTERNATIONAL SALES.** Payment terms are subject to the following conditions:

- **Letter of Credit:** Irrevocable Letter of Credit issued in favor of SML Corporation, confirmed and payable at the counters of a U.S. negotiating bank.
- **Documentary Collection:** All documents permitting usual clearance will be forwarded to the draft processing bank at destination.
- **Cash in Advance:** Payment may be made by wire transfer to SML Corporation.

**CANCELLATION.** Orders may not be canceled or rescheduled without SML's written consent and are subject to cancellation, restocking, or reschedule charges.

**EXPORT REGULATIONS.** The sale of SML products and technology is subject to compliance with U.S. Export Administration Regulations. All international orders are contingent upon approval of export licenses. The use, sale, or retransfer of items described herein for activities related to chemical, biological, or nuclear weapons is strictly prohibited.

**EXCUSABLE DELAYS.** SML shall not be liable for non-delivery or delay in performance caused by fires, floods, strikes, governmental interference, or other causes beyond its control.

**LIMITED WARRANTY & LIMITATION OF LIABILITY.** SML warrants products to be free from defects in material and workmanship under normal use. Service and repairs are warranted for **90 days**. THIS WARRANTY IS BUYER'S SOLE AND EXCLUSIVE REMEDY. SML SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF DATA.

**GOVERNMENT CONTRACTS.** If Buyer's order cites a U.S. Government contract number, applicable FAR and DFAR Clauses are incorporated as required by statute.