

TERMS & CONDITIONS OF SERVICE

1. 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 Standard Meter Lab., Inc (SML) 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 are declared by an arbitrator or court of jurisdiction to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. This transaction shall be governed by the laws of the **State of California, U.S.A.**

2. PAYMENT TERMS & CREDIT POLICY

Standard Terms: All accounts are considered Prepaid or COD by default. Net 30 terms are granted only upon the submission and formal written approval of an SML Credit Application. Unless otherwise stipulated and agreed in writing by both parties, all approved credit accounts shall be Net 30.

Credit Card on File: All clients must have a valid credit card on file if a Purchase Order (PO) is provided at the time of service to secure the account.

Credit Card Surcharge: In accordance with California law, payments made via credit card will incur a 3% processing surcharge. No surcharge applies to payments made via ACH, Wire Transfer, or Check.

3. LATE FEES & INTEREST

Late Fee: Any account not paid within its stated terms shall be subject to a **one-time, flat late fee of 5%** of the overdue invoice balance. This fee is assessed as liquidated damages to cover administrative costs and **shall not compound**.

Commercial Interest: In addition to the one-time late fee, unpaid balances shall accrue simple interest at a rate of **10% per annum** (the California statutory limit for written contracts) or the maximum rate permitted by law, whichever is less.

California Prompt Payment Act: For transactions with state agencies, SML adheres to Gov. Code § 927 et seq., requiring payment within 45 calendar days. Failure to comply results in mandatory late penalties as defined by the State of California.

Federal/Regulatory Penalties: Where applicable, late regulatory fees may be subject to a 25% penalty per 47 CFR § 1.1164.

4. SECONDARY PAYMENT TRIGGER: For accounts with a secondary form of payment (credit card) on file: If payment is not received by the 60th day after the invoice date, SML is hereby authorized to automatically charge the secondary payment method for the full balance, including the 3% surcharge, the **one-time 5% late fee**, and applicable accrued interest, on the 61st day.

5. CONFIDENTIALITY STATEMENT: SML maintains a "Business Confidential" Policy. All communications and client information shall not be released to any person or entity without prior written authorization from the customer, except when required by law enforcement or specific legal proceedings.

6. DECISION RULE: Statements of conformity are reported using the Simple Acceptance Decision Rule (shared risk) per ILAC G8:09/2019.

Out of Tolerance (Yes): Measured Value exceeds specifications. **Out of Tolerance (No):** Measured Value is within specifications. Reported uncertainties are expressed as expanded values **K=2** at approximately 95.45% confidence. Calculations are provided by customer request only.

7. DELIVERY AND RISK OF LOSS: Domestic delivery is F.O.B. origin. Title and risk of loss pass to the Buyer upon delivery to the Carrier. SML shall prepay and invoice Buyer for freight, shipping, and insurance costs upon request. No order is assignable without SML's prior written approval.

8. EQUIPMENT RELEASE & CERTIFICATION POLICY: SML reserves the right to withhold the release of equipment until full payment is rendered. For credit accounts, SML reserves the right to withhold official NIST-traceable certifications, data reports, and digital records as leverage until the invoice is paid. Official certifications remain the legal property of SML until payment is received.

9. LIMITED WARRANTY & LIABILITY: SML warrants products to be free from defects in material and workmanship. Service/repairs are warranted for 90 days. **THIS IS THE BUYER'S SOLE REMEDY.** SML shall not be liable for any special, indirect, incidental, or consequential damages, including loss of data.

10. CANCELLATION & EXPORT

Cancellation: Orders may not be canceled or rescheduled without SML's written consent and may be subject to restocking or rescheduling charges.

Export: All sales are subject to U.S. Export Administration Regulations. Use or re-transfer for chemical, biological, or nuclear weapons activities is strictly prohibited.

11. 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.