

QUANTUS, INC. (A PENNSYLVANIA CORORATION EIN 46-0876476, D-U-N-S #:078624664)

----- TERMS & CONDITIONS -----

Requesting Work

- EMAIL your REQUEST or EQUIPMENT DUE list to service@goquantus.com we will contact you within 1 hour no more than 1 business day with an appropriate response, quote and/or action plan.
- WEBSITE: Submit request ONLINE http://www.goquantus.com/contact-us
- CALL US: (866) 876-6537 -- between 7:30 AM to 4:00 PM EST we have a LIVE RECEPTIONIST that will route your call to the first available representative. Before and After hour calls are routed electronically, if no one can pick up please leave a message, this message gets emailed to management. We will get back to you ASAP.

Technical, Consulting, & Staffing Services

- A services due notice will be issued to customers to inform them of upcoming service requirements, typically 2 weeks prior to scheduling.
- Job materials unique to an individual customer requirement will be billed separately (i.e. Batteries, Media Plates, or other consumable material(s). Customers do have the option to provide materials.
- The customer is responsible for the removal, restoration, and programming (as applicable) of all equipment returned from calibration.
- Quantus is not committed to perform a customer specific service until the instrument and/or procedure(s) is reviewed and approved by a Quantus Quality Assurance Designee. Quantus will endeavor to meet our delivery dates. Delays due to other parties, accessories, manuals, and parts are beyond our control.
- <u>Calibration Services</u>: certificates provided show reference standards and report numbers for traceability. Other services report requirements will meet customer requirements as defined in applicable Quote or Service Agreement.
- Offsite Calibration Services: "No Risk Policy" if equipment sent in by a customer is 1.) dead on arrival no service charges will be assessed, and the customer will only be billed for return shipping. 2.) found out of tolerance and requires OEM adjustment and/or repair, no service charges will be assessed, however the customer will be charged a \$25.00 evaluation fee and the customer will be billed for shipping. 3.) found out of tolerance and/or left out of tolerance, data is reported, and unit is returned to customer as is, then the customer will be billed fully in accordance to the quoted services.
- <u>Document Writing Services</u>: Documents generated by Quantus will be sent to customer for review within (2) weeks from receiving all applicable information as required to complete document generation. Quantus quotes include (2) document revisions PRE-service and (1) correction POST-service, per document, to be completed within (60) days of document delivery. Additional charges may apply for subsequent revisions and corrections beyond timelines specified above.
- <u>Validation Services</u>: May require a preliminary on-site visit by the designated project lead in order to obtain information for the quoting and scheduling of complex systems, utilities, and/or facility validation services
- <u>Pass-Through Parts & Service Orders</u>: from time-to-time customers request Quantus, Inc. to purchase materials, parts, or sub-contract services to meet their facilities' infrastructure service requirements. Quantus will work to meet these unique strategic requirements of our customers and the customer acknowledges that Quantus does not have established procedures for these types of requests. All work requirements will be documented in the Service Request and on the Quote. Prior to quote submission to the customer, Quantus management will approve or disapprove depending on Quantus' ability to fully meet the needs of our customer's request as documented on the quote. When available and applicable Quantus will in good faith make an effort to pass-through any warranties available to the customer. However, Quantus does not warranty pass-through materials, parts, or subcontract services and there is no guarantee that the originator of the materials, parts, or subcontract services will pass-through any warranties.
- <u>Scheduling</u>: Upon receipt of a Purchase order, all field work shall be scheduled and commence within 60 days. If a project is delayed, cancelled, or abandoned by the customer, Quantus, Inc. will bill for project related costs that were incurred up to the cancellation period. If Quantus, Inc. receives a PO and the customer takes no action on the project for a period of 90 days from receipt of the PO, then the project shall be deemed abandoned and Quantus, Inc. will bill the Customer for all project related costs that were incurred throughout the 90 day period.

Sourced Service and Repairs

- Subcontracted services are quoted after evaluation and require customer approval. All disapproved repairs maybe subject to an hourly evaluation charge.
- Not all repairs can be accomplished in-house and must be subcontracted to a qualified vendor. Our ability to calibrate does not imply an ability to repair or adjust, as some manufacturers reserve this capability for themselves. The customer will authorize these instances and Quantus will adjust calibration charges accordingly.
- Minor repairs, i.e. elimination of electrical or mechanical noise via connection cleaning, will be performed while the instrument calibration is in progress to expedite turnaround.

Expedite

- Expedited services are scheduled upon request and require advance notice. Equipment details must be provided to Quantus 24 hours prior to the day of the expedited service.
- An expedited service is available for an additional fee, per service request.
- Weekend services are billed in accordance to quoted work. Additional fees may apply for work rendered on a Saturday, Sunday, or Holiday.

Onsite Services – Customer is responsible for:

- Designate site contact(s) for Quantus. The site contact is responsible for all communications between Quantus and the Customer. This includes, but is not limited to the scheduling of all required work, resolution of conflicts, Out Of Tolerance Notification recipient, provision of agreed upon supplies, completion / review of the service report(s) and all other necessary documentation.
- Designee is responsible for ensuring all work performed by Quantus, Inc. was completed in a manner that is acceptable and in compliance with their Company's operating standards. Quantus, Inc. employees are not authorized to release equipment for use after service. The release of equipment for use is authorized by the Customer only.
- Ensure that all Customer site safety and other required contractor procedures are disclosed to Quantus and that all service personnel assigned to the site have received formal training on those procedures
- Ensure a safe physical operating environment for all service personnel
- When applicable, customer will provide operator assistance for equipment that requires service that may be a part of a critical process assembly and requires specialized training or clearance to operate
- Provide specialized reference material, standards, and/or associated equipment if required as per agreed upon quoted services.
- Provide all necessary documentation (i.e. manuals, SOPs, etc.) to complete all proposed services. This shall include approved protocols prior to site arrival.
- Shall ensure work site is ready, equipment is installed, operating at desired operating parameters, and stable prior to Quantus, Inc. personnel arrival, unless otherwise agreed upon installation services have been agreed to.
- Retain original documentation completed by Quantus via internal storage practices and/or procedures
- There must be at least a half a day of services to be performed per visit to send a technician onsite otherwise a minimum charge will be applied at the customers then current bill rate
- A travel charge per zone rate per technician will be applied for all onsite services. Actual invoiced cost of travel is subject to change based on other underlying costs to Quantus, Inc. that are out of the Company's ability to control (I.E. Fuel, Hotel, Airfare, etc.).
- All services will be quoted prior to Quantus, Inc. employees arriving onsite.
- Time onsite may be extended and the quote adjusted if we find there is no assistance, machine disassembly is required, limited access to environment, equipment is not ready for service, if there is a delay caused by the customer, or if the scope of work changes after the quote has been approved and work started.
- An hourly rate will be charged for pre and post time spent for doing research, creating documentation, making changes to customer service requirements and

general standby time.

- If an onsite confirmed service is moved, changed, or cancelled within (5) business days, customer shall be invoiced for 20% of the job total or minimum day rate charges for each tech-day that was not able to be re-scheduled to alternate billable job.
- If an onsite confirmed service is moved, changed, or cancelled within (1) business day, customer shall be invoiced for 50% of the job total or minimum day rate charges, whichever is greater. The final billable amount for the cancellation will also take into account our ability to re-schedule onsite technicians to alternate work.
- Customer quality assurance personnel shall have 60 days to review document deliverables and submit revision requests. Additional charges will be assessed for document change requests submitted after 60 days from receiving the document deliverable

Quality

- Quantus performs services in accordance with ISO 9001, customer established procedures / requirements, and Quantus, Inc. procedures. Quantus, Inc. employees perform all onsite work quoted unless a customer requests particular subcontract service to be managed by Quantus. Quantus field technicians are fulltime SALARIED employees and under go routine training and monitoring. The customer is responsible for meeting all the requirements of their particular quality standards as it relates to Calibration and PM, Certification, Environmental Monitoring, and Qualification / Validation.
- The interval or cycles used to assign service due dates are assigned by the customer which can be based on their usage, environment, and risks assessment. Quantus is not liable for improper service intervals selected by the customer or recommended by the manufacturer.
- Quantus, Inc. does not guarantee passing results and does not warranty customer written deviations.
- <u>Scope of Work Warranty</u>: In the event work is not completed as requested on the accepted Quote and related Work Order (Scope of Work), Quantus shall return to the job site and complete the work requested at no additional charge to the customer.
- <u>Back Traceability Warranty</u>: In the event a NIST Traceable Standard is found to be "Out Of Tolerance" during a post work inspection or annual re-calibration, Quantus shall return to the job site, at no additional charge to the customer, and complete the re-work on items impacted by the OOT condition. Re-work shall only be authorized upon approval of Quantus' Quality Assurance Department, as a Corrective Action in response to a Non-Conformance Report.
- ISO registration and accreditation information is available at our website: http://www.goquantus.com/resource-materials

Delivery and Shipping:

- Insurance is NOT included. Customer is responsible for insuring equipment during all shipment stages (Customer-Quantus, Quantus-Vendor, Vendor-Quantus, Quantus-Customer). Quantus is not liable for equipment damaged or lost by an independent carrier such as FedEx, UPS, or USPS. Quantus will assist the Customer with their insurance claim but will not pay for lost or damaged equipment.
- Quantus is not responsible or liable for any results of equipment unavailability to the customer for any service. Quantus does not furnish float, loaner, or replacement instruments.
- Quantus requires documentation (packing slip, purchase order, etc.) in packaging detailing the equipment being sent in for service (list of items) and the required work (calibration, repair, etc.) per ISO 9001.
- Quantus is not responsible for items such as leads, manuals, accessories, etc. not listed on the PO or packing list.
- Packaging, shipping and handling minimum charge of \$5.00 per package/box will apply to equipment sent through independent carriers (Quantus, Inc. uses FedEx).
- REPORTS & DOCUMENT DELIVERABLES: Calibration, Preventive Maintenance, and Certification Service Documents are available same day or at the end of the job. Environmental Monitoring (EM) preliminary results are delivered same day and final reports are delivered within 2 weeks after the micro lab analysis & testing is complete. Validation Reports are delivered within 2 weeks upon receiving all data from field activities, customer input, deviation verbiage, and micro/analytical laboratories.
- STAT REPORTING is available for an additional fee, which is quoted at the time of the request

Payment Terms:

- Services are deemed rendered upon completion of onsite services. The majority of our reports are available same day (see delivery section above). Invoicing commences from the date of the last day onsite services were rendered.
- Onsite services that require document generation prior to commencing onsite execution must be scheduled within (60) days of document delivery to customer for review. Quotes outside this timeframe may be closed out for billing of completed deliverables.
- Net 30 days. Any invoice payment that is submitted after the due date stated on the invoice is subject to a finance charge, see applicable quote for rate, prices are subject to change without notice, unless otherwise agreed upon.
- Extended Payment Terms. List Prices are based on standard NET30 Payment Terms. Quantus trends Customer "Average Time-To-Pay" and reserves the right to adjust prices from time-to-time, in order to offset the cost of Customers extending their Days-To-Pay beyond our standard NET30 Terms.
- <u>Premium Fees for Extended Payment Terms</u>: The following premiums shall be applied to Quantus List Prices for Customers submitting payments greater than our standard NET30 Payment Term

Total of the French of the Fre				
NET30	NET45	NET60	NET75	NET90
List Price	List Price + 5%	List Price + 10%	List Price + 15%	List Price + 20%

- *Early payment discounts are available upon request, to Customers with good payment history
- **as of 2020 Quantus is no longer working with Customers with Payment Terms greater than NET60
- *** as of 2020 Quantus is no longer working with General Contractors that require payment contingencies beyond completion of services and submission of document deliverables. (i.e. Payment retention until GC's receives client's payment is no longer supported by Quantus.)
- CREDIT: New customers start with good credit and receive document deliverables immediately as they become available. After 2 late payments customer invoices will be DUE UPON RECEIPT and reports will not be sent out until the invoice is paid in full. Future services may continue until management determines otherwise. GOOD CREDIT RESTORED: Credit is restored after a late paying customer pays three consecutive invoices on time.
- Quantus accepts Credit Card Payments from all major credit cards; a 3.25% charge will be applied per transaction.







DISCOVER'

• Quantus, Inc. reports delinquent accounts to Dun & Bradstreet.

Buyer's Assent:

- Sale of any Products or Services is expressly conditioned on Buyer's assent to these Terms and Conditions.
- Any acceptance of Seller's offer is expressly limited to acceptance of these Terms and Conditions and Seller expressly objects to any additional or different terms proposed by Buyer, unless otherwise agreed to a signed by both parties.
- No facility entry form shall modify these Terms and Conditions even if signed by Seller's representative.
- Any order to perform work and Seller's performance of work shall constitute Buyer's assent to these Terms and Conditions.
- Buyer's emailed work request and / or the receipt of a Buyer's Purchase Order shall constitute Buyer's assent to these Terms and Conditions.
- Unless otherwise specified in the quotation, Seller's quotation shall expire 90 days from its date and may be modified or withdrawn by Seller before receipt of Buyer's conforming acceptance.