1. Scope and Acceptance

These Terms and Conditions ("Terms") govern all calibration, repair, on-site field service, calibration asset management, and related services ("Services") provided by Field Calibrations, Inc. ("FCI") to the customer ("Customer") pursuant to any estimate, quotation, invoice, or work order issued by FCI.

FCI delivers Services under two integrated components: (a) accredited calibration and related technical work performed on individual Assets under ISO/IEC 17025:2017 (IAS certificate CL-112); and (b) calibration asset management, being the ongoing lifecycle administration of Customer's enrolled Assets within FCI's System of Record, including Enrollment, interval assignment, Recall Notification, Overdue Notification, exception reporting, controlled Disposition, and Historical Recall Audit. Acceptance of any FCI estimate constitutes acceptance of both components with respect to the Assets identified.

Acceptance of any FCI estimate — including but not limited to (a) approval via the "Review and Approve" link in the estimate, (b) issuance of a purchase order (PO), (c) credit card authorization, (d) indication of Cash on Delivery (COD) or Deposit on Receipt (DOR) payment terms, (e) verbal or written confirmation, or (f) delivery of equipment to FCI for Service — constitutes full and unconditional acceptance of these Terms.

Per ISO/IEC 17025:2017 Clause 7.1 (Review of requests, tenders and contracts), FCI reviews each request against its accreditation scope and technical capability, and will notify Customer in writing of any deviation between the request and what FCI can deliver before Service commences. Where the request falls outside FCI's IAS scope of accreditation (certificate CL-112), FCI will identify the affected line items and, where technically capable and legally permitted, may proceed only with Customer's written authorization on a clearly identified non-accredited, limited, subcontracted, or declined basis, consistent with Clause 6.6 (Externally provided products and services).

2. Rejection of Additional or Conflicting Terms

FCI expressly objects to and rejects any additional, different, or conflicting terms contained in any Customer purchase order, acknowledgment, confirmation, click-through agreement, or other document. Such terms shall have no effect and shall not become part of any agreement between the parties unless FCI expressly agrees to them in a separate written agreement — such as a Memorandum of Agreement (MOA), Master Services Agreement (MSA), or Supplier Quality Agreement — signed by an authorized representative of FCI.

3. Definitions

The following defined terms apply throughout these Terms. Definitions are drawn from and consistent with ISO/IEC 17025:2017, ILAC-P14:09/2020 (Policy for Uncertainty in Calibration), ILAC-G8:2019 (Guidelines on Decision Rules and Statements of Conformity), and the International Vocabulary of Metrology (VIM, JCGM 200:2012).

- Asset. Any item of Customer measurement equipment enrolled in FCI's System of Record and identified by a Customer Asset ID (CAID) and, where applied, an FCI barcode (FCID).
- Enrollment. The act of adding an Asset to FCI's System of Record, whether through first calibration, RFQ submission, or written Customer instruction, in accordance with ISO/IEC 17025:2017 Clause 7.4 (Handling of test or calibration items) and Clause 7.5 (Technical records).
- System of Record. FCI's controlled electronic record of enrolled Assets, calibration history, intervals, status, and Disposition, maintained under ISO/IEC 17025:2017 Clause 7.11 (Control of data and information management).
- Active Status. An Asset that remains under FCI management, subject to Recall Notification and Overdue Notification.
- Recall Notification. Advance written notice issued by FCI to Customer before an Asset's calibration due date, typically at 90, 60, and 30 day intervals.
- Overdue Notification. Written notice issued by FCI after an Asset's calibration due date has passed without Service or Disposition.
- Disposition. Written Customer instruction that changes an Asset's status, including retirement, transfer, loss, destruction, calibration by a third party, or return to service.
- Deactivation. Removal of an Asset from Active Status in FCI's System of Record following authorized Disposition.
- Historical Recall Audit. Periodic wide-window recall pull performed by FCI to surface Assets that did not appear in the standard periodic recall.

- Measurement Traceability. The property of a measurement result whereby the result can be related to a reference through a documented unbroken chain of calibrations, each contributing to the measurement uncertainty, in accordance with ILAC-P14 and VIM 2.41.

4. Payment Terms

FCI accepts the following payment methods:

- Approved Net-30 accounts — payment due within 30 days of invoice date.
- Purchase Order (PO) without Net-30 approval — payment due prior to certificate release.
- Credit card — Visa, MasterCard, American Express, Discover; authorization required before work begins.
- Cash on Delivery (COD) — payment collected at pick-up or delivery.
- Deposit on Receipt (DOR) — payment collected when equipment is received by FCI.

Customer must specify the preferred payment method at the time of estimate approval. Work will not commence until both quote approval and confirmed payment method are received.

5. Late Payment

Invoices unpaid after 30 days from the invoice date shall accrue a service charge of one and one-half percent (1.5%) per month, or the maximum rate permitted by Arizona law, whichever is less. Customer is responsible for all reasonable collection costs, including attorney fees. Certificates of calibration may be withheld and future orders declined until all past-due balances (including accrued service charges) are paid in full.

6. Price Validity and Change Orders

All prices quoted on an FCI estimate are valid for thirty (30) days from the estimate date. FCI reserves the right to revise prices for estimates that have expired or for estimates where the scope of work has materially changed. Any change to the scope, quantity, priority, or complexity of the Service after estimate acceptance requires a written change order and may result in revised pricing and turnaround times, consistent with ISO/IEC 17025:2017 Clause 7.1.4 (differences between the request and the contract resolved before work begins).

7. Turnaround Times and Priority Service

FCI turnaround times are calculated in business days, excluding weekends and federal holidays, and begin upon receipt of both (a) equipment at FCI's facility (or, for on-site service, upon technician arrival) and (b) confirmed payment method per Section 4. Turnaround commitments are established as part of contract review under ISO/IEC 17025:2017 Clause 7.1.

Standard turnaround for lab calibration is approximately 15 business days (range 10–30) from equipment receipt to certificate issuance. Priority service is available for an additional fee ranging from 50% to 250% of the base calibration fee, and includes:

- Same-day rush: equipment must be received within the first hour of FCI opening.
- 1–5 business day priority: day of receipt counts as day one only if equipment is received by 12:00 PM (Phoenix time); if received after noon, the countdown begins the following business day.

Priority status must be clearly indicated on the quote approval, PO, or at time of delivery.

8. Equipment Intake and Material Misrepresentation

FCI reserves the right to decline, modify, or renegotiate any Service if the equipment received differs materially from what was described in the Request for Quote (RFQ) — including but not limited to differences in quantity, make, model, serial number, condition, calibration parameters, tolerance requirements, or scope of accreditation applicability. Intake, condition assessment, and handling are performed under ISO/IEC 17025:2017 Clause 7.4 (Handling of test or calibration items).

Equipment received without matching quote approval and confirmed payment method may be placed on administrative hold. Handling and storage fees may apply at FCI's then-current rates.

9. Certificate Release

Calibration certificates are released only after (a) completion of the Service, (b) FCI's internal quality review per ISO/IEC 17025:2017 Clause 7.8 (Reporting of results), and (c) satisfaction of all payment obligations per Section 4. FCI reserves the right to withhold certificate release for accounts with past-due balances per Section 5.

Where an FCI certificate includes opinions or interpretations — such as pass/fail statements, recommended recalibration intervals, or fitness-for-use assessments — those opinions are based on documented technical basis and are authorized only by personnel designated per ISO/IEC 17025:2017 Clause 7.8.7 (Reporting of opinions and interpretations). Opinions and interpretations are clearly identified on the certificate and are outside the scope of accreditation unless expressly stated otherwise on the certificate.

10. Abandoned Equipment

Equipment not retrieved by the Customer within ninety (90) days of Service completion and notification of readiness is subject to storage fees of twenty-five dollars ($25) per item per month, calculated from the ninety-first (91st) day. FCI will provide written notice by U.S. certified mail (return receipt requested) or verified email to the Customer's last-known address on the ninety-first (91st) day. Equipment abandoned for more than one hundred eighty (180) days from the notification date may be disposed of, sold, or otherwise transferred by FCI to recover unpaid charges, without further notice to Customer. FCI is not liable for any loss of value or use resulting from disposition of abandoned equipment.

This Section 10 governs physical equipment held at FCI's facility. Assets that remain in FCI's System of Record but are not physically at FCI (including Assets in Customer's use, in transit, or of unknown location) are governed by Section 21 (Calibration Asset Management Program) and require written Disposition under Section 21.7 to be removed from Active Status.

11. Warranty and Limitation of Liability

FCI warrants that Services will be performed in accordance with (a) ISO/IEC 17025:2017 requirements, including Clauses 7.2 (Selection, verification and validation of methods), 7.6 (Evaluation of measurement uncertainty), and 7.8 (Reporting of results); (b) FCI's IAS accreditation scope (certificate CL-112); (c) ILAC-G8:2019 for conformity decision rules; and (d) the manufacturer's specifications for the equipment calibrated, unless otherwise specified in the estimate or an accompanying MOA.

FCI's total liability under any Service, whether in contract, tort, or otherwise, shall not exceed the invoice value of the affected calibration Service.

FCI shall not be liable for consequential, incidental, indirect, punitive, or special damages, including but not limited to loss of production, downtime, loss of profits, or third-party claims. This limitation applies regardless of the theory of liability and even if FCI has been advised of the possibility of such damages.

To the extent required by federal contract clauses (including FAR 52.246-2 (Inspection of Supplies — Fixed-Price), FAR 52.246-11 (Higher-Level Contract Quality Requirement), DFARS 252.246-7003 (Notification of Potential Safety Issues), or successor provisions), this limitation shall be modified only to the minimum extent necessary to comply with such clauses. Nothing in this Section shall be construed to waive rights or remedies that cannot lawfully be waived, including under Arizona consumer-protection statutes.

12. Indemnification

Customer shall indemnify, defend, and hold harmless FCI, its officers, directors, employees, agents, and affiliates from and against any claims, damages, liabilities, costs, or expenses (including reasonable attorney fees) arising out of or in connection with (a) Customer's misuse of any calibrated equipment, (b) Customer's failure to disclose material information about the equipment's condition or intended use, (c) any hazardous, contaminated, or radioactive material included with the equipment without prior written disclosure to FCI, or (d) any third-party claim resulting from Customer's use of the calibrated equipment, except to the extent such claims arise from FCI's gross negligence or willful misconduct.

12A. Vendor Indemnification

To the extent not otherwise limited by Section 11 (Warranty and Limitation of Liability), FCI shall indemnify, defend, and hold harmless Customer from and against any third-party claims, actions, demands, or proceedings alleging any liability, loss, damage, cost, or expense (including reasonable attorney fees) to the extent arising from FCI's negligence, intentional misconduct, or breach of applicable law in the performance of Services. This obligation is reciprocal with Customer's obligations under Section 12 and does not expand FCI's total liability beyond the limits stated in Section 11.

13. Force Majeure

Neither party shall be liable for any delay or failure to perform resulting from causes beyond its reasonable control, including but not limited to acts of God, natural disasters, government orders, pandemics, war, terrorism, cyberattacks, labor disputes, or utility outages. The affected party shall notify the other party promptly and use reasonable efforts to resume performance.

14. Confidentiality, Impartiality, and Records Retention

FCI operates in accordance with the impartiality and confidentiality requirements of ISO/IEC 17025:2017 Clause 4.1 (Impartiality), Clause 4.2 (Confidentiality), and Clause 6.2 (Personnel). Customer data, calibration results, equipment information, and any other information disclosed (intentionally or unintentionally) by Customer to FCI that a reasonable person would consider confidential are treated as confidential and are not disclosed to third parties except (a) as required by law, regulation, or accreditation body audit, (b) with Customer's written consent, or (c) in aggregate anonymized form for statistical or quality management purposes.

FCI maintains organizational and financial impartiality from equipment sales and repair operations that could compromise calibration objectivity, and manages risks to impartiality on an ongoing basis per Clause 4.1.4.

Records Retention. Per ISO/IEC 17025:2017 Clauses 7.5 (Technical records) and 7.11 (Control of data and information management), FCI retains all calibration records, raw data, environmental data, standards traceability records, and issued certificates for a minimum of seven (7) years from the date of certificate issuance, or longer where required by contract, regulation, or accreditation. Records retention under this Section 14 applies to Assets whether in Active Status or dispositioned. Dispositioned Assets remain in the historical record for the retention period even after Deactivation from Active Status. Records are stored in a controlled, access-restricted environment and are made available to Customer or accreditation auditors upon reasonable written request.

15. Insurance

FCI maintains commercial general liability, professional liability (errors and omissions), and workers' compensation insurance at the following minimum limits: Commercial General Liability — $1,000,000 per occurrence / $2,000,000 aggregate; Professional Liability (Errors & Omissions) — $1,000,000 per claim / $1,000,000 aggregate; Workers' Compensation — per Arizona statutory requirements. Certificates of insurance are available upon request.

For on-site Services performed at Customer facilities, Customer is responsible for providing FCI personnel with safe site access, required PPE briefings, escorts, badging, and any site-specific safety instructions in effect at the Customer's premises.

16. Accreditation and Traceability

FCI is accredited to ISO/IEC 17025:2017 by the International Accreditation Service (IAS), certificate number CL-112. FCI's scope of accreditation is published at ias.org and is available upon request. Services performed within the scope of accreditation include an accredited (endorsed) calibration certificate; Services performed outside the scope may be issued a non-accredited certificate as clearly identified on the certificate itself.

Measurement results are traceable to the International System of Units (SI) through the National Institute of Standards and Technology (NIST) or another national metrology institute recognized under the CIPM Mutual Recognition Arrangement (MRA) or the ILAC Mutual Recognition Arrangement. Traceability is established and documented in accordance with ILAC-P14:09/2020 (Policy for Uncertainty in Calibration) and ISO/IEC 17025:2017 Clause 6.5 (Metrological traceability).

17. Decision Rule and Measurement Uncertainty

Conformity statements on FCI calibration certificates follow the Simple Acceptance decision rule (ILAC-G8:2019), with measurement uncertainty not exceeding fifty percent (50%) of the specified tolerance limit unless otherwise stated on the certificate or agreed in writing. Where measurement uncertainty exceeds 50% of the tolerance limit, no conformity statement will be issued unless a shared-risk decision rule is agreed with the Customer in advance per ISO/IEC 17025:2017 Clause 7.1.3 and Clause 7.8.6 (Reporting statements of conformity).

Reported measurement uncertainty is expanded uncertainty at a coverage factor k=2, corresponding to a coverage probability of approximately 95.45% assuming a normal distribution, evaluated in accordance with the JCGM 100:2008 Guide to the Expression of Uncertainty in Measurement (GUM), unless otherwise stated.

18. Governing Law and Venue

These Terms shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to its conflict-of-laws principles. Any dispute arising out of or relating to these Terms or the Services shall be brought exclusively in the state or federal courts located in Maricopa County, Arizona. Both parties consent to personal jurisdiction and venue in such courts.

19. Severability, Waiver, and Entire Agreement

If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. No waiver of any provision shall be effective unless in writing and signed by the waiving party. These Terms, together with the applicable FCI estimate and any signed MOA/MSA, constitute the entire agreement between the parties and supersede all prior negotiations, representations, and agreements.

20. Notices

All notices under these Terms shall be in writing and delivered to:

Field Calibrations, Inc. Attn: Chief Operating Officer 9830 South 51st Street, Suite B-111 Phoenix, AZ 85044 Email: accounting@fieldcal.com

21. Calibration Asset Management Program

21.1 Program. FCI's calibration asset management program ("Program") is a standard component of Service and is not a separate paid subscription. The Program applies to all Assets enrolled in FCI's System of Record. Establishment and administration of the Program are performed as part of contract review under ISO/IEC 17025:2017 Clause 7.1 (Review of requests, tenders and contracts).

21.2 System of Record. FCI maintains the authoritative System of Record for Customer's enrolled Assets in accordance with ISO/IEC 17025:2017 Clause 7.11 (Control of data and information management) and Clause 7.5 (Technical records). The System of Record includes, at minimum, the following data for each Asset: Customer Asset ID (CAID), FCI barcode (FCID) where applied, manufacturer, model, serial number, discipline, calibration interval, last calibration date, next calibration due date, current status, and complete calibration history. Customer is entitled to a copy of its System of Record data upon reasonable written request, subject to the confidentiality provisions of Section 14.

21.3 Calibration Intervals. Unless otherwise directed in writing by Customer, intervals default to the manufacturer's recommendation, the interval specified at Enrollment, or the interval used at the Asset's most recent FCI calibration. Interval changes require written Customer authorization and are recorded in the System of Record. Interval trending and adjustment are performed consistent with ISO/IEC 17025:2017 Clause 7.7 (Ensuring the validity of results) and ILAC-G24:2022 (Guidelines for the Determination of Recalibration Intervals of Measuring Equipment).

21.4 Recall Notification. FCI will issue Recall Notifications in advance of an Asset's calibration due date, typically at 90, 60, and 30 day intervals prior to the due date. Recall Notifications are informational and do not, by themselves, authorize any Service or generate a charge. Customer may respond to a Recall Notification by (a) authorizing Service, (b) providing written Disposition per Section 21.7, or (c) requesting an interval change per Section 21.3.

21.5 Overdue Notification. FCI will issue Overdue Notifications for Assets that have passed their calibration due date without Service or Disposition. Overdue Notifications support FCI's obligations under ISO/IEC 17025:2017 Clause 7.10 (Nonconforming work) and Clause 8.5 (Actions to address risks and opportunities), by ensuring that Assets under FCI management do not fall silently out of the calibration cycle. Overdue Notifications will continue at defined intervals until

Customer either (a) authorizes Service, or (b) provides written Disposition per Section 21.7.

21.6 Silence Does Not Authorize Deactivation. Customer's failure to respond to a Recall Notification or Overdue Notification does not authorize FCI to remove an Asset from Active Status. Assets remain in Active Status, and Recall Notifications and Overdue Notifications continue, until Customer provides written Disposition instructions. This provision protects Customer's calibration program from silent record loss and preserves FCI's impartiality under ISO/IEC 17025:2017 Clause 4.1 by keeping the disposition decision with the Asset owner.

21.7 Disposition. Customer may disposition any Asset by written instruction to FCI identifying the Asset (by CAID, FCID, or serial number) and the disposition category, which shall be one of:

- In service — Asset remains in Customer's use; continue Program administration.
- Transferred — Asset transferred to another party; continue Program administration under Customer's account only if Customer remains responsible, otherwise Deactivate.
- Calibrated by third party — Asset calibrated outside FCI; Customer may elect to continue Program administration for tracking purposes or Deactivate.
- Lost — Asset location unknown; Deactivate.
- Retired — Asset removed from service; Deactivate.
- Destroyed — Asset destroyed; Deactivate.
- Other — Any other status, with written explanation from Customer.

Upon receipt of a Disposition instruction, FCI will update the System of Record, issue written confirmation to Customer, and retain the historical record per Section 14. Deactivation removes the Asset from future Recall Notifications and Overdue Notifications but does not remove it from the historical record.

21.8 Customer Obligation to Inform. Customer is responsible for notifying FCI in writing when the status of any enrolled Asset changes, including transfer of custody, loss, retirement, destruction, or calibration by a third party. Timely Disposition allows FCI to maintain an accurate System of Record and end unnecessary notifications. Customer acknowledges that FCI's ability to manage Customer's calibration program is materially dependent on Customer's cooperation in providing Disposition information.

21.9 Historical Recall Audit. FCI may, at its discretion or at Customer's request, perform Historical Recall Audits over wide date ranges to surface Assets that were missed by the standard periodic recall. Historical Recall Audits are performed as an ISO/IEC 17025:2017 Clause 8.5 (Actions to address risks and opportunities) control on the completeness of Program administration. Assets identified in a Historical Recall Audit are treated as Overdue for notification purposes per Section 21.5 until Serviced or dispositioned.

21.10 Traceability of the Asset Record. FCI treats traceability of the Asset record with the same discipline as Measurement Traceability under Section 16. Every enrolled Asset — whether active, inactive, dispositioned, overdue, or recalled — is accounted for in the System of Record with documented chain of custody and status, in accordance with ISO/IEC 17025:2017 Clause 6.5 (Metrological traceability) as applied to the metrological infrastructure, Clause 7.5 (Technical records), and Clause 7.11 (Control of data and information management). An Asset that cannot be traced cannot be managed, and a gap in the Asset record is treated with the same seriousness as a gap in the calibration record.

22. Complaints and Nonconforming Work

Complaints. Customer complaints and disputes regarding calibration results, certificate content, invoicing, or service delivery shall be submitted in writing to quality@fieldcal.com. FCI acknowledges receipt within five (5) business days and resolves complaints under a documented procedure that conforms to ISO/IEC 17025:2017 Clause 7.9 (Complaints), including impartial review by personnel not involved in the original activity, and written response to the complainant.

Nonconforming Work. When FCI identifies work that does not conform to its documented procedures, its accreditation requirements, or Customer requirements, FCI applies ISO/IEC 17025:2017 Clause 7.10 (Nonconforming work), which includes assessment of significance, hold of affected reports, notification to Customer where results may have been compromised, and recall of affected certificates when warranted. Corrective action is implemented and recorded per Clause 8.7 (Corrective actions).

Addendum A — Federal / DoD Customers

The following clauses apply only to Services performed under a federal government prime or subcontract, or when Customer has identified the work as federal in origin.

A.1 Flow-down clauses

FCI shall comply with FAR and DFARS flow-down clauses applicable to commercial-item calibration services, including but not limited to FAR 52.202-1 (Definitions), FAR 52.203-13 (Contractor Code of Business Ethics and Conduct), FAR 52.219-8 (Utilization of Small Business Concerns), FAR 52.222-50 (Combating Trafficking in Persons), FAR 52.246-2 (Inspection of Supplies — Fixed-Price), FAR 52.246-11 (Higher-Level Contract Quality Requirement), DFARS 252.204-7012 (Safeguarding Covered Defense Information and Cyber Incident Reporting), and DFARS 252.246-7003 (Notification of Potential Safety Issues), where applicable.

A.2 GIDEP participation

FCI participates in the Government-Industry Data Exchange Program (GIDEP) per the GIDEP Operations Manual and monitors GIDEP alerts affecting standards, reference materials, and equipment used in the performance of Services. Where a GIDEP alert affects Customer's equipment or a prior FCI calibration, Customer will be notified per Section 22 (Nonconforming Work).

A.3 Export control

FCI does not accept equipment subject to International Traffic in Arms Regulations (ITAR, 22 CFR 120–130) or Export Administration Regulations (EAR, 15 CFR 730–774) without prior written disclosure and a signed ITAR/EAR compliance addendum. Customer represents that no such equipment has been submitted absent such disclosure.

A.4 CMMC

FCI is working toward Cybersecurity Maturity Model Certification (CMMC) Level 2 assessment under 32 CFR Part 170 (Cybersecurity Maturity Model Certification Program). Interim compliance status is available upon request.

A.5 Set-aside eligibility

FCI is an Alaska Native Corporation (ANC) owned small business (CAGE 5YJ59, SAM UEI H1DMGK48HAX5). Federal set-aside contracting may also be routed through FCI's sister entity, Cingilek Precision, LLC — a Service-Disabled Veteran-Owned Small Business (SDVOSB) and Self-Certified Small Disadvantaged Business (CAGE 15Z41, SAM UEI YFNBBB5SZJS5).