



INTERNAL USE ONLY

Date:	PO#:	RMA#:	SO#:
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Please include this form, a copy of the RMA, and the signed contract along with your sample(s).

CONTACT INFORMATION

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Company

.....
Street Address

.....
City

.....
State

.....
Zip Code

.....
First Name

.....
Last Name

.....
Phone Number

.....
Email Address

WATER ACTIVITY INFORMATION

Please fill out this form as completely as you can. Testing cannot be completed without a signature and date on the last page of the contract portion of this form.

Temperature for water activity:

..... (25 °C default)

Replicants required if greater than 3:

.....

Does the sample contain volatile compounds?

- Propylene glycol
- Acetic acid
- Ethanol
- Other:

SAMPLING PROCEDURE

Provide a short description of how the sample is prepared for testing. (Is it cut, ground, whole, how much sample is used, etc.)

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DECAGON DEVICES WATER ACTIVITY LICENSE STANDARD TERMS AND CONDITIONS

1. Contract Formation. All requests for services or testing and or the receipt by Decagon Devices Inc. ("DDI") of any samples submitted for testing and/or consulting services (the "Services") are subject to the customer's acceptance of these Terms and Conditions. The Customer will be deemed to have irrevocably accepted these Terms and Conditions upon the first to occur of the Customer's issuance of a Purchase Order and/or request for services and/or receipt of a sample for testing. The request for services or testing and these Terms and Conditions constitute the entire agreement between the parties (the "Agreement") and unless expressly assented to in writing by DDI, terms and conditions different, therefore, are expressly rejected. No course of dealing between the parties hereto shall be deemed to affect or to modify, amend or discharge any provisions of this Agreement.

2. Prices and Payment. Invoice prices will be based upon DDI's prices as quoted or at DDI's list price in effect at the time an order is received by DDI. All payments for the Services are due without regard to the results and notwithstanding any early termination of the Agreement by the Customer. Unless otherwise specified on the invoice, all accounts are due and payable thirty (30) days from the date of invoice. Unpaid accounts extending beyond 30 days will be subject to a service charge of 1% per month (12% per annum).

3. Samples. Customer will provide samples for testing. DDI has sole discretion to either dispose of unused portions of samples or return them to the customer. Any returns of samples shall be at Customer's expense. Customer shall abide by all applicable regulations when shipping samples to DDI or its designated subcontractor. DDI or its designated subcontractor has the right to refuse receipt and/or testing of any shipment that, in DDI's or its designated subcontractor's sole discretion, is hazardous, unsafe, unlawful or has been shipped improperly. Customer shall bear associated costs including, but not limited to, identification of sample content, damage incurred by DDI or its designated subcontractor as a result of improper packaging, labeling or omission of documents, return or disposal of materials.

4. Disclaimer of Warranties. DDI has relied on information supplied by the Customer in rendering the services. The results assume the accuracy of such information and that the Customer is entitled to share such information with DDI and its designated subcontractor. Any information provided by DDI in the report or in connection with the services is for the benefit of the Customer only and no third party shall be entitled to rely thereon without the prior written consent of DDI. DDI warrants only that it shall conform the services to the specifications set forth in the request. Because of numerous factors affecting results, DDI makes no other warranty of any kind with regard to the services or the results either express or implied. Statements made in the report or in connection with the Agreement shall not be construed as representations or warranties or as inducements of any kind whatsoever.

5. Limitation of Liability. Customer's right to recover damages caused by the negligence or breach of DDI with respect to any testing or consulting services shall not exceed the amount actually paid by Customer to DDI. DDI or its designated subcontractor will not be liable for any other damages whatsoever arising from or in any way connected to the Services or the Data. In no event shall DDI or its designated subcontractor be liable for any special, indirect, or incidental or consequential damages of any kind, including without limitation any damages with respect to loss of income, compensation or prospective profits, any expenditures, investments or commit-

ments of the Customer, any loss with respect to business reputation or good will, or arising from the claims of third parties (including, without limitation, product liability claims).

6. Litigation Services. Customer shall notify DDI in writing if any services to be performed is in support of pending or contemplated litigation and shall further advise DDI of the parties involved in such litigation prior to DDI commencing the requested Services. In the event employees or contractors of DDI are subpoenaed to testify before any tribunal, panel, official, or judicial officer by the Customer or by another litigant in connection with the services, Customer shall be responsible to pay DDI its costs plus the usual customary hourly rate for DDI consulting for the time spent to travel, attend and appear to so testify.

7. Dispute Resolution. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, except for issues of non-payment, shall require mediation as a prerequisite to the commencement of legal proceedings. The parties shall share equally in the cost of the mediator and if the parties are unable to agree on a mediator, either party may request that a mediator be appointed by the Judge of the Whitman County Superior Court. Disputes regarding non-payment by a Customer for services rendered shall not be subject to the mediation requirement.

8. Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its conflict of laws provision, and each party hereto submits to the jurisdiction of Washington State in any action or proceeding relating to or arising out of this Agreement.

9. Binding Agreement. Counterparts, and Facsimile. The parties represent that they have reviewed this Agreement and agree to abide by its terms, and further agree that this Agreement shall be binding on the parties, their successors and assigns, and that this Agreement may be executed in counterparts and may be executed electronically or by facsimile. I have read the terms and conditions set forth above and hereby agree to these terms as set forth herein.

I have read the terms and conditions set forth above and hereby agree to these terms as set forth herein.

.....
Customer Signature

.....
Date

.....
Customer Name

.....
Company Name