

**Requesting Work**

- EMAIL your Service Request to service@goquantus.com Our initial response time is less than 1 hour. Our managers review requests within 1 business day, and we provide detailed quotes and/or service plans within 2 business days.
- 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.

Service Scheduling & Documentation

- 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. If a customer requires service to be completed by a specific date, they must purchase Expedited Services, subject to availability. Expedited Services are not guaranteed unless expressly confirmed in writing by Quantus and are contingent upon the customer meeting all submission and documentation requirements within defined timeframes.
- Calibration Services: 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 may be charged an 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.
- Document Writing Services: 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.
- Validation Services: 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
- Pass-Through Parts & Service Orders: 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. Pass-through materials, parts, and subcontracted services are invoiced at Quantus's cost plus a procurement and administration markup, which is included in the Quote.
- Pass-Through Parts Orders Deposit Requirements: Parts orders with a value greater than \$5,000 may be billed in full on the date in which the parts are ordered.
- Scheduling Routine Work: Upon receipt of a Purchase order, all field work shall be scheduled and commence within 60 days. If work is delayed, cancelled, or abandoned by the customer, Quantus, Inc. will bill for related costs that were incurred up to the cancellation period. If Quantus, Inc. receives a PO and the customer takes no action for a period of 90 days from receipt of the PO, then the work shall be deemed abandoned and Quantus, Inc. will bill the Customer for all related costs that were incurred throughout the 90-day period.
- Scheduling Project Work: Upon receipt of a Purchase order, Quantus will hold tentative service dates up to (3) Three Weeks prior to the first date onsite services are requested for work to begin. The customer may cancel or move services in writing at any time prior to the (3) Three Week start window at no cost.
- Project Work Cancellation Charges: If a customer cancels with less than (3) Three Weeks' notice, or does not confirm the dates in writing, then the following charges shall apply:
 - the Customer shall pay Quantus to remain on stand-by and pay 100%, for number of days requested to be held, OR
 - if the Customer does not commit in writing to paying 100% for project stand-by time, then the held dates will be released and 75% of the billable amount for the days cancelled shall be charged for work scheduled but not completed due to a Customer related delay
 - The customer has 24 hours to confirm from the date of our request for final confirmation
 - The final billable amount for the cancellation will also take into account our ability to re-schedule onsite technicians to alternate work
 - Customer shall pay 100% of the cost for project related materials, supplies, or consumables, that expire or cannot be returned because of the delay caused by the Customer

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.

Expedited Service

- 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.
- Weekend services are billed in accordance to quoted work. Additional fees may apply for work rendered on a Saturday, Sunday, or Holiday.
- Quantus, Inc. offers the following types of expedited services for an additional fee, which shall be quoted at the time-of-service request:
("NEXT-DAY"), services within 24hrs of requested service date
Customers shall submit NEXT-DAY service requests no later than 2pm on the day prior to the requested service date. NEXT-DAY requests received between 2pm and 4pm cannot be guaranteed. However, Quantus shall make every attempt to provide services NEXT-DAY. Customer correspondence received after 4pm, will be processed immediately upon opening on the next business day.

1. For unscheduled and emergency service requests requiring NEXT-DAY response, Quantus, Inc. will make all efforts to schedule the then current site Anchor Technician but cannot guarantee their availability.
2. All applicable site training for emergency service technicians will be the responsibility of the customer, which shall be conducted at their discretion, otherwise an escort will be required to be provided by Customer.
3. Technicians dispatched for emergency service will be billed at the applicable man day rate (weekday, weekend, etc), for a minimum of full day rate (8 hours).
4. Additionally, an Emergency Service Request charge of \$495 shall be added to each required man day.
5. Additionally, unscheduled and emergency services required to be completed outside of Quantus, Inc.'s normal business hours (before 7am and after 6pm), will incur an additional \$300 shift differential premium charge. The shift differential charge shall be applied to each 4-hour increment services are provided outside of the Contractor's normal hours of operation.

("EXPEDITED"), services within 5 Business Days of requested service date

In order, to respond to a customer request for services within 5 business days, Quantus shall charge an additional fee for re-routing technician(s) and re-scheduling previously scheduled work. Customer shall be charged an additional \$250 for ("EXPEDITED") service requests. Requests received prior to 2pm, Monday-Friday, will be fulfilled within 5 business days. Requests received after 2pm, will be processed immediately upon opening on the next business day.

("NEXT-AVAILABLE"), customer requests service for a next available date, greater than 5 Business Days from the request submission

Standard service pricing charges will be incurred when Quantus provides a service technician that is open or on standby, regardless of the service date being within the NEXT DAY or EXPEDITED timeframes as listed above. ("NEXT-AVAILABLE") only applies to technicians, this excludes manager and director availability.

("Mail-In Expedited Services"), customer requests specific service date or turnaround time

Expedited turnaround for mail-in calibration services is available upon request and subject to approval. Customers requiring calibration to be completed and returned by a specific date must request Expedited Services at the time of order. Approval is contingent on current capacity and timely submission of all required equipment, accessories, and documentation.

Quantus must confirm in writing that the turnaround timeline can be met. If accepted, additional expedited service fees will apply and will be quoted at the time of the request. Quantus is not responsible for meeting turnaround timelines unless Expedited Services have been approved in writing and all customer obligations have been met.

Customer Responsibilities (Onsite Service)

- 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
- 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 Assurance

- 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 full-time SALARIED employees and undergo 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. Re-testing, re-execution, or additional site visits required because equipment, systems, utilities, or facility conditions provided by others are not ready or do not meet acceptance criteria are billable as additional services.
- **Scope of Work Warranty:** 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.
- **Back Traceability Warranty:** 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: <https://goquantus.com/quality-assurance#accreditations>

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 \$10.00 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

Estimates, Quotes, and Cancellations

- A local travel charge per zone per technician will be applied for all onsite services. Quantus reserves the right to change travel charges as necessary to adapt to changing cost of fuel, maintenance, repairs, parts, insurance, and rentals, and other fleet related variable costs. Local travel charges will not change once quoted.
- Long distance travel costs is subject to change after quoted. This is travel requiring car rental, air fare, or hotel. The invoiced cost of travel is based on other underlying costs that Quantus, Inc. cannot lock in, these are out of the Company's ability to control (i.e. Car Rental, Fuel, Hotel, Airfare, Meals, 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. Where the site, system, or equipment is not ready as scheduled for reasons not caused by Quantus, Customer shall pay for stand-by time and reasonable demobilization and remobilization costs, and the schedule shall be extended accordingly.
- An hourly rate may be charged for pre and post time spent for doing research, creating documentation, making changes to customer service requirements and general standby time.
- If a confirmed routine 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 a confirmed routine 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.
- For clarity in our transactions, Quantus, Inc. provides estimates strictly for budgetary purposes; these are not binding offers. Formal quotes, when issued by Quantus, Inc., secure pricing for a ninety (90) day period from the date issued, according to the terms and conditions herein. Receipt of a customer's purchase order in response to a quote will lock the price, except long distance related travel costs, maintaining validity until the work's completion, assuming the work proceeds within the timeframe originally anticipated in the quote.
- In the case of customers providing blanket purchase orders for annual estimates, it should be noted that Quantus, Inc. cannot guarantee price locking for the duration of the year. Given the fluctuating costs of materials, labor, operational expenses, and changes to payment terms or ADP, annual estimates serve as a general financial framework rather than a fixed price commitment. To accommodate for this, Quantus, Inc. will issue monthly quotes that detail the fixed costs for services in the upcoming period. These monthly quotes will provide specific pricing that Quantus, Inc. will honor, ensuring price stability for the customer until the quoted services for that month are completed. This practice ensures that both Quantus, Inc. and the customer can plan and budget with greater precision and adapt to any market changes with agility.

Customer Credit

DIRECT CUSTOMERS – SMALL (<\$25,000 ANNUALLY)

- Reports are released upon payment until \$5,000 cumulative spend is reached.
- Once threshold is met, customer qualifies for NET 30 terms and receives reports per standard delivery.
- Customers may opt into Autopay NET 30 in QHUB for a 2% discount and immediate report release.

DIRECT CUSTOMERS – MEDIUM (>\$25,000 ANNUALLY)

- Required: W-9 and Dun & Bradstreet number.
- Customers in good standing qualify for NET 30 terms.
- A Project Initiation & Mobilization Fee applies to all projects with a total quoted value of \$50,000 or greater (see "Project Initiation & Mobilization Fee").

GENERAL CONTRACTOR & PAYMENT-CHAIN ACCOUNTS

- Required: W-9 and Dun & Bradstreet number.
- Due to higher payment risk:
- A 5% GC Pricing Surcharge applies to all quoted services on every GC and payment-chain project, regardless of project size. For GC projects with a total quoted value of \$50,000 or greater, a Project Initiation & Mobilization Fee of 5% also applies as a separate line item (see "Project Initiation & Mobilization Fee").
 - Onsite field mobilization begins upon receipt of Initiation Fee payment.
 - Reports are released upon payment of the corresponding invoice or payment application, unless customer participates in Autopay NET 30, which allows immediate report release and a 2% discount.

Project Initiation & Mobilization Fee

For all projects with a total quoted value of \$50,000 or greater, Quantus includes a Project Initiation & Mobilization Fee as a separate line item on the project quote, equal to 5% of the total quoted project value (including all services and travel). This fee is invoiced upon receipt of Customer's Purchase Order. On GC projects, the fee is the first line item of the schedule of values and is billed with the first payment application. For local projects (no air travel required), the Initiation Fee is due Net 30. For projects requiring air travel, the Initiation Fee is due Net 0 (upon receipt of invoice) and must be received in full before any flights, hotels, or rental vehicles are booked. Onsite field mobilization does not commence until Initiation Fee payment is received.

- Phase 1 Scope of Services: The Initiation Fee covers the following Phase 1 project services: project management, project kick-off meetings, work plan development, agreement review and management, scheduling capacity reservation, and drafting of preliminary site maps, engineering drawings, validation protocols, and other final deliverable framework documents. Field, laboratory, and all other project execution services and supplies are quoted and billed separately as work is performed.
- General Contractor Projects: All projects performed for a General Contractor (GC) are subject to an additional 5% GC Pricing Surcharge applied to all quoted services prior to calculation of the Initiation Fee. This surcharge compensates Quantus for the additional administrative services and financial risk associated with GC engagements, including: preparation and submission of AIA G702/G703 progress billing or equivalent schedule of values, notarized lien release management, pay-when-paid payment chain risk, and increased project administration overhead. Payment is not contingent on the GC's receipt of funds from their client; all amounts are due per Quantus's standard payment terms regardless of the GC's billing or collection status with their customer.
- Air Travel Projects: For projects requiring air travel, the Project Initiation & Mobilization Fee invoice is due Net 0 and must be paid in full before any flights, hotels, or rental vehicles are booked. Quantus assumes no financial obligation for travel commitments until Initiation Fee payment is confirmed. The Initiation Fee

applies to air travel projects regardless of total project value (i.e., even if the total quoted value is under \$50,000).

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 from invoice date, unless otherwise stated on the Quote. Past-due balances accrue a finance charge of 1.5% per month (18% per year), or the maximum rate permitted by law if lower. Customer shall reimburse Quantus for reasonable costs of collecting past-due balances, including attorneys' fees.
- Extended Payment Terms. List Prices are based on standard NET30 Payment Terms. Quantus trends Customer "Average Days to Pay" (ADP) and reserves the right to adjust pricing on future Quotes in order to offset the cost of Customers extending their Days-To-Pay beyond our standard NET30 Terms. This evaluation is performed on a quarterly basis. Pricing on accepted Quotes and Purchase Orders is not changed retroactively.
- **Premium Fees for Extended Payment Terms:** The following premiums shall be applied to Quantus List Prices for Customers submitting payments greater than our standard NET30 Payment Term

NET30	NET45	NET60	NET75	NET90
List Price	List Price + 5%	List Price + 10%	List Price + 15%	List Price + 20%
*Early payment and auto-pay discounts are available upon request, to Customers with good payment history ** Average Days-to-Pay (ADP) is reviewed quarterly. Quantus reserves the right to revise Customer Rate Cards for those exceeding the originally agreed to payment terms, upon thirty (30) days' written notice identifying the applicable ADP tier in the chart above. Adjusted pricing applies only to Quotes issued after the notice period and is not applied retroactively to accepted Quotes or Purchase Orders. *** Payment that is contingent on a third party's payment (pay-when-paid or pay-if-paid) is not part of Quantus's standard terms. Where a contract requires such terms, Quantus's pricing will reflect them, and payment shall in all events be due no later than sixty (60) days after Quantus submits its invoice or payment application, regardless of whether Customer has been paid.				

- **General Contractors:** All projects for General Contractors (GCs) are subject to:
 - A 5% GC Pricing Surcharge applies to all quoted services on every GC project. For GC projects with a total quoted value of \$50,000 or greater, a Project Initiation & Mobilization Fee of 5% also applies as a separate line item in the project quote. See "Project Initiation & Mobilization Fee" for full terms, Phase 1 scope, and payment timing.
 - Quantus will participate in AIA-style progress billing (AIA G702/G703 or equivalent schedule of values format) for GC projects, subject to the following conditions: (1) the 5% GC Pricing Surcharge applies to all quoted services; (2) the Project Initiation & Mobilization Fee must be invoiced and paid in full prior to commencement of any services; (3) retainage, if required by the prime contract, shall not exceed five percent (5%) and shall be released within thirty (30) days after completion of Quantus's scope of work, not completion of the overall project; (4) payment is not contingent on the GC's receipt of payment from their client; and (5) lien waivers are provided on a conditional basis, effective only upon receipt of the payment they reference.
 - For GC projects billed on an AIA schedule of values, document deliverables associated with each completed payment application milestone are released upon receipt of full payment for that application. Final reports, certifications, and closeout documents are released upon receipt of payment for the final application balance in full. No deliverables are released while any balance remains outstanding, regardless of lien status or credit terms.
 - For routine (non-project) GC services, participation in Autopay NET 30 may allow immediate report release, subject to management approval and payment verification.
- **CREDIT:** New customers begin with a favorable credit standing, receiving document deliverables immediately as they become available. Quantus reviews Accounts Receivables on a weekly basis and reserves the right to place a HOLD on report delivery if a customer fails to adhere to the agreed payment terms. Once reports are on HOLD, they will not be released until the overdue balance is settled in full. Future services may continue until management decides otherwise. A service HOLD will be initiated whenever a customer has a balance that is more than 30 days overdue. Quantus maintains regular communication with customers, understanding that there are various reasons for payment delays. A HOLD status may be lifted upon approval from executive management, provided the customer can furnish documented proof of an inbound payment (e.g., remittance or check number, alongside the payment amount and payment date).
- **SUSPENSION FOR NON-PAYMENT:** If any undisputed amount remains unpaid more than thirty (30) days after its due date, Quantus may suspend performance upon seven (7) days' written notice. Any suspension extends the schedule by the period of suspension, and Customer shall pay reasonable demobilization and remobilization costs. Suspension does not waive any other right or remedy.
- **GOOD CREDIT RESTORED:** Credit standing is restored when a late-paying customer demonstrates consistent on-time payments, thereby returning their quarterly Average Days-to-Pay (ADP) to the originally agreed-upon payment terms. Typically, this restoration occurs over 1 or 2 quarters, depending on the customer's promptness in addressing the issues causing the payment delays.
- Quantus accepts payments via all major credit cards with no additional fees charged. We offer a 0% transaction fee when using our payment portal. Request access to our payment portal by clicking this link: <https://quantus.invoiced.com/login>



- 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 in a writing 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.
- Order of Precedence: Where the services are governed by a Master Services Agreement or other written agreement signed by both parties, that agreement controls over any conflicting provision of these Terms and Conditions. Otherwise, these Terms and Conditions control over any conflicting terms in a Customer purchase order, vendor portal, or online acceptance.

General Provisions

- **Force Majeure:** Neither party shall be liable for any failure or delay in performance due to circumstances beyond its reasonable control, including but not limited to acts of God, fire, flood, war, government action, terrorism, labor disputes, or interruption of transportation. The affected party shall notify the other party as soon as practicable of any such event and shall use its commercially reasonable efforts to mitigate the effects of such event.
- **Governing Law:** These Terms and Conditions shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of law principles. Any legal action or proceeding arising out of or relating to these Terms and Conditions shall be brought exclusively in the courts of the Commonwealth of Pennsylvania or the United States District Court for the Eastern District of Pennsylvania.
- **Entire Agreement:** These Terms and Conditions, together with any related Service Agreement, Quote, and Purchase Order, constitute the entire agreement between the parties and supersede all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter hereof. No modification or amendment to these Terms and Conditions shall be binding unless in writing and signed by both parties.
- **Severability:** If any provision of these Terms and Conditions is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the parties shall negotiate in good faith to replace the invalid or unenforceable provision with a valid and enforceable provision that achieves, to the greatest extent possible, the original intent of the parties.
- **Waiver:** No waiver of any provision of these Terms and Conditions shall be effective unless in writing and signed by the party granting the waiver. No waiver of any breach or default shall be deemed to be a waiver of any subsequent breach or default.
- **Warranty Disclaimer:** The Scope of Work Warranty and Back Traceability Warranty under Quality Assurance are Quantus's sole warranties and Customer's exclusive remedies for non-conforming services. Customer must notify Quantus in writing of any warranty claim within ninety (90) days after the services are completed. EXCEPT AS EXPRESSLY STATED IN THESE TERMS AND CONDITIONS, QUANTUS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- **Limitation of Liability:** Quantus's total liability arising out of or relating to any services shall not exceed the amount paid to Quantus for the specific services giving rise to the claim. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST PRODUCTION, PRODUCT LOSS OR RECALL, OR REGULATORY DELAY, EVEN IF ADVISED OF THEIR POSSIBILITY. These limitations do not apply to a party's gross negligence or willful misconduct or to Customer's payment obligations.
- **Indemnification:** Each party shall defend, indemnify, and hold harmless the other party from third-party claims for bodily injury or property damage to the extent caused by the indemnifying party's negligence or willful misconduct. Neither party shall be required to indemnify the other party for that party's own negligence.
- **Intellectual Property:** Upon payment in full, Customer owns the final reports and deliverables prepared for it. Quantus retains all rights in its pre-existing and independently developed methodologies, procedures, protocol and report templates, forms, software (including QHUB), and know-how, and grants Customer a non-exclusive, royalty-free license to use them as embedded in the deliverables for Customer's internal business purposes.
- **Confidentiality:** Each party shall hold the other party's non-public business and technical information in confidence, use it only to perform or receive the services, and protect it with at least reasonable care. This obligation does not apply to information that is public, already known to the receiving party, independently developed, or required to be disclosed by law. Where the parties have signed a confidentiality agreement, that agreement controls.
- **Non-Solicitation:** During the period in which Quantus performs services for Customer and for two (2) years after completion of the last services performed, neither party shall, directly or indirectly, divert or attempt to divert, through solicitation or otherwise, any employee or consultant of the other party who was involved in the services, or induce any such person to terminate that relationship. General solicitations not directed at the other party's personnel, such as public job postings, are not a violation.
- **Survival:** Provisions relating to payment, warranties, limitation of liability, indemnification, intellectual property, confidentiality, and non-solicitation survive completion of the services and termination of any Purchase Order.