



FIRE PROTECTION LABS
DyneTM

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Customer Terms and Conditions

1. Services and Pricing. Dyne provides products and services as outlined in its price lists, quotes, and proposals. In the event of a conflict between these Terms and Conditions and any quote or proposal, the terms of the quote or proposal shall control. Dyne may update these Terms and Conditions from time to time; updated terms shall apply to all new orders placed after the effective date of the update.

2. Payment. All fees are due as specified in the applicable invoice. Dyne reserves the right to accrue and charge interest at 1.5% per month, or the maximum rate permitted by law, whichever is less, for invoices not paid in accordance with the payment period provided for in the invoice. Customer shall be responsible for all costs of collection, including reasonable attorneys' fees. Dyne reserves the right to suspend services to Customers who have outstanding invoices which are more than thirty (30) days past due. Dyne shall promptly resume services upon receipt of payment.

3. Customer Obligations. Customer is responsible for complying with all applicable laws and regulations relating to its products and use of Dyne's services. Customer shall provide accurate and complete information necessary for Dyne to perform the requested services.

4. Samples and Materials. Dyne is not liable for damage to or loss of customer-submitted samples during or after testing. Unless otherwise agreed in writing, samples will be retained for thirty (30) days following completion of testing, after which Dyne may dispose of them at its discretion and without further notice to Customer.

5. Cancellation. Customer may cancel an order upon written notice. Customer shall pay for all work completed, materials procured, and non-cancelable commitments made by Dyne through the date of cancellation.

6. Warranty; Disclaimer. Services are provided with reasonable care and skill. EXCEPT AS EXPRESSLY SET FORTH HEREIN, DYNE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Dyne does not guarantee any particular outcome, result, or certification.

7. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, DYNE'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO SERVICES PERFORMED UNDER THESE TERMS SHALL NOT EXCEED THE FEES PAID BY CUSTOMER FOR THE SPECIFIC SERVICE GIVING RISE TO THE CLAIM. IN NO EVENT SHALL DYNE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, BUSINESS INTERRUPTION, OR

LOSS OF DATA, REGARDLESS OF THE THEORY OF LIABILITY. Nothing in these Terms limits liability for death or personal injury caused by negligence.

8. Indemnification. Customer shall indemnify, defend, and hold harmless Dyne and its affiliates, officers, employees, and agents from and against any third-party claims, damages, losses, or expenses (including reasonable attorneys' fees) arising out of (a) Customer's products or materials submitted for testing, (b) Customer's misuse or misrepresentation of test results, reports, or certifications, or (c) Customer's breach of these Terms.

9. Intellectual Property. Dyne retains all rights in its proprietary testing methodologies, processes, and know-how. Customer is granted a non-exclusive, non-transferable license to use test reports and results delivered under these Terms solely for Customer's internal business purposes. Customer shall not alter, falsify, or misrepresent any Dyne test report or certification.

10. Confidentiality. Both parties agree to keep confidential any non-public information received from the other party, except (a) as required by law, regulation, or accreditation body requirements, (b) as disclosed to employees, contractors, or professional advisors with a need to know who are bound by confidentiality obligations, or (c) information that becomes publicly available through no fault of the receiving party. Confidentiality obligations survive termination of the parties' relationship for a period of three (3) years.

11. Force Majeure. Neither party shall be liable for delays or failures in performance resulting from causes beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemics, government actions, equipment failures, or supply chain disruptions. The affected party shall provide prompt notice and use commercially reasonable efforts to resume performance.

12. Limitation on Claims. Any claim arising out of or related to services performed under these Terms must be brought within one (1) year of the date of the service giving rise to the claim, regardless of when the claim is discovered.

13. Governing Law; Venue. These Terms are governed by the laws of the State of Minnesota, without regard to conflict of laws principles. Any disputes arising under these Terms shall be resolved exclusively in the state or federal courts located in Washington County, Minnesota.

14. General. These Terms, together with any applicable quote or proposal, constitute the entire agreement between the parties with respect to the subject matter hereof. No modification of these Terms shall be effective unless agreed to in writing by both parties. If any provision is held unenforceable, the remaining provisions shall continue in full force and effect. Customer may not assign its rights or obligations under these Terms without Dyne's prior written consent.