



**TEST REPORT**

REPORT NO. : A80191310  
UL ORDER NO. : 10037909  
DATE : Aug.07.2013

**CLIENT:**

Attn. : Yanny Fong

**SAMPLE DESCRIPTION:**

Submitted four (4) pieces of Fiber Optic Light and one (1) pack of Material samples.\*\*\*

Buyer Name :  
Supplier/Vendor/Manufacturer :  
Style / Item no : 3705  
Country of Origin : China  
Exported To : USA  
Labeled Age Grade : N/A  
Date(s) of samples received : July 19, 2013 (p.m.)

**TEST METHOD & RESULTS: Please refer to next page(s)**

**CONCLUSION: Please refer to page two (2).**

For and on behalf of

Kevin Chan - Testing Manager  
Hardlines & Toys  
/dh

\*\*\*\*\* End of Page 1 of 18 \*\*\*\*\*

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CONCLUSION:

16 CFR 1500 Physical and Mechanical Requirements PASS
Canada Toys Regulations SOR/2011-17 (Test Method Refer to Health Canada PASS
Product Safety Reference Manual Book 5 - Laboratory Policies and Procedures Part 5:
Test Method Section) Physical and Mechanical Tests
Canada Toys Regulations SOR/2011-17 Clause 21 Flammability Test PASS
Canada Toys Regulations SOR/2011-17 Toxicological Hazards Heavy Metal Content
Requirements PASS
Total Lead Content in Paint or Surface Coating as per the U.S. Public Law 110 - 314,
Consumer Product Safety Improvement Act of 2008, Title I, Section 101(f) & 16 CFR
1303 PASS
Total Lead Content in Substrate Materials as per the U.S. Public Law 110 - 314,
Consumer Product Safety Improvement Act of 2008, Title I, Section 101(a)(2) PASS
Total Lead Content in Substrate Materials as per Client's Specification with reference
to California Proposition 65 PASS
NERC (Formerly Organization: CSG) Model Legislation - Toxics in Packaging
Clearinghouse (TPCH), Last Revised July 2012 PASS
Total Phthalate Test as per Client's Specification with reference to California
Proposition 65 Settlement PASS
Total Phthalate Test as per Canada Phthalates Regulations (SOR/2010-298) &
Client's Specification PASS
Tracking Label Evaluation REPORT AS IS

# Tests is not performed as there is no coating can be scraped off from the submitted test sample.

REMARK: THE RESULTS RELATE ONLY TO THE SAMPLES TESTED.

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TEST RESULTS:

1.1 PHYSICAL AND MECHANICAL TESTS OF THE MOST STRINGENT REQUIREMENTS OF THE FOLLOWING STANDARDS:

A) 16 CFR

The following clauses are identified to be applicable:

Applicant Specified Age Grading for testing: Over 8 years
Sample size: 1 piece(s) x 1 style(s)

Table with 3 columns: 16 CFR, Test Items, Assessment. Rows include Accessible Edges, Accessible Points, and Labeling requirements.

Details

- 1. No sharp points or edges were detected as received.

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## TEST RESULTS:

**1.2 PHYSICAL AND MECHANICAL TESTS TO CANADA TOYS REGULATIONS SOR/2011-17  
 (TEST METHOD REFER TO HEALTH CANADA PRODUCT SAFETY REFERENCE  
 MANUAL BOOK 5 – LABORATORY POLICIES AND PROCEDURES PART 5: TEST  
 METHOD SECTION)**

The following clauses are identified to be applicable:

Applicant Specified Age Grading for testing: Over 8 years  
 Sample size: 1 piece(s) x 1 style(s)

<u>Clause</u>	<u>Test Item (Test Method)</u>	<u>Assessment</u>
3	Official languages	Pass
8	Metal edges (M00.2*)	Pass
10	Plastic edges (M00.2*, M00.3*, M01.1*)	Pass
13	Fasteners (M00.2*, M00.3*, M01.1*)	Pass

**\*Remarks:**

- M00.1 Method M00.1 Small components (2011-12-02)
- M00.2 Method M00.2 Sharp edges (2011-12-02)
- M00.3 Method M00.3 Sharp points (2011-12-05)
- M01.1 Method M01.1 Reasonably foreseeable use - toys (2011-12-05)
- M01.2 Test procedures to determine mechanical hazards of toys – reasonable foreseeable use of dolls and soft toys (2010-04-30)
- M03 Test method for flexible film bags (2009-12-01)
- M04 Test method to determine the noise level of the toys (2011-09-22)
- M05 Test method for rattles (2010-10-12)

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## TEST RESULTS:

### 1.3 FLAMMABILITY TEST (CELLULOSE NITRATE) TO CANADA TOYS REGULATIONS SOR/2011-17

The following clauses are identified to be applicable:

Applicant Specified Age Grading for testing: Over 8 years  
 Sample size: 1 piece(s) × 1 style(s)

<u>Clause</u>	<u>Test Item</u>	<u>Assessment</u>
21	Celluloid or cellulose nitrate	Pass

### 1.4 TRACKING LABEL EVALUATION

**Producer marking on toy:**  
**Tracking code on toy:** 07/13/120  
**Producer marking on packaging:**  
**Tracking code on packaging:** 07/13/120

Date(s) of test(s) conducted: July 22, 2013

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## TEST RESULTS:

### 2. CHEMICAL TESTS:

Key to sample(s):

- Sample 1 = Silver color coating on plastic (base)
- Sample 2 = Clear fiber (light)
- Sample 3 = White plastic (base) + Black plastic (base) + Black plastic (switch)
- Sample 4 = Clear LED (inner)
- Sample 5 = PCB board (inner)
- Sample 6 = Silver color metal (screw - base) + Silver color metal (screw - inner) + Silver color metal (screw - lid)
- Sample 7 = Clear plastic (case) + Clear adhesive tape (case)
- Sample 8 = Multi color paper sticker with clear laminate + Black / White paper sticker (date code)

#### 2.1 TOTAL LEAD CONTENT IN SURFACE COATINGS / PAINTS :

Method : CPSC-CH-E1003-09.1

Criteria : The submitted sample(s) must not exceed the Total Lead Limits of 90 milligrams per kilogram for paint or surface coating as stated in the U.S. Public Law 110 - 314, Consumer Product Safety Improvement Act of 2008, Title I, Section 101(f) & 16 CFR 1303

Results :

Total Lead	<u>Sample 1</u> <10.0
------------	--------------------------

All concentrations expressed in milligrams per kilogram  
 "<" means "less than"

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## TEST RESULTS:

### 2.2 TOTAL LEAD CONTENT IN SUBSTRATE MATERIALS :

Method : CPSC-CH-E1001-08.3 (sample 6)  
 CPSC-CH-E1002-08.3 Section II A (samples 2 to 5)

Criteria : The submitted sample(s) must not exceed the Total Lead Limits of 100 milligrams per kilogram for substrate materials as stated in the U.S. Public Law 110 - 314. Consumer Product Safety Improvement Act of 2008. Title I, Section 101(a)(2)

Results :

	<u>Sample 2</u>	<u>Sample 3</u>	<u>Sample 4</u>	<u>Sample 5</u>
Total Lead	<10.0	<10.0	<10.0	<10.0
	<u>Sample 6</u>			
Total Lead	<10.0			

All concentrations expressed in milligrams per kilogram  
 "<" means "less than"

Remark : 1. The limit is not applicable to composite sample.  
 2. Composite tests were performed.

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## TEST RESULTS:

### 2.3 TOTAL LEAD CONTENT IN SUBSTRATE MATERIALS :

Method : CPSC-CH-E1001-08.3 (sample 6)  
 CPSC-CH-E1002-08.3 Section II A (samples 2 to 5)

Criteria : The submitted sample(s) must not exceed the Total Lead Limits of 200 milligrams per kilogram for substrate materials as per Client's specification with reference to California Proposition 65

Results :

	<u>Sample 2</u>	<u>Sample 3</u>	<u>Sample 4</u>	<u>Sample 5</u>
Total Lead	<10.0	<10.0	<10.0	<10.0
	<u>Sample 6</u>			
Total Lead	<10.0			

All concentrations expressed in milligrams per kilogram  
 "<" means "less than"

Remark : 1. The limit is not applicable to composite sample.  
 2. Composite tests were performed.

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## TEST RESULTS:

### 2.4 HEAVY METAL CONTENT TEST : Canada Toys Regulations (SOR/2011-17), Toxicological Hazards, Section 23

Results:

Elements	Total Lead	Total Mercury	Soluble Antimony	Soluble Arsenic	Soluble Barium	Soluble Cadmium	Soluble Selenium
Limits	< 90	None	< 1000	< 1000	< 1000	< 1000	< 1000
Sample 1	<10.0	**N/D	<50.0	<50.0	<50.0	<50.0	<50.0

All concentrations expressed in milligrams per kilogram

"<" means "less than"

"N/D" means "None Detected"

\*\*Method detection limit is 10 milligrams per kilogram

## Remarks:

- The limits are not applicable to composite sample(s).
- Methods for determination of total lead and mercury content CPSC-CH-E1003-09.1 and In-House Method SLIHT004 respectively.
- Method for determination of each soluble element present Health Canada Product Safety Reference Manual, Book 5, Part B, Method C-03, "Determination of Leachable Arsenic (As), Selenium (Se), Cadmium (Cd), Antimony (Sb) and Barium (Ba) in Applied Coatings" Dated 2009-06-15.

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## TEST RESULTS:

**2.5 NERC (FORMERLY ORGANIZATION: CSG) MODEL LEGISLATION - TOXICS IN PACKAGING CLEARINGHOUSE (TPCH), LAST REVISED JULY 2012 AND IN-HOUSE METHOD WITH REFERENCE TO SLIHT004**

Results:

Elements Limits	Total Cadmium	Hexavalent Chromium	Total Lead	Total Mercury	Pb + Cd + Hg + Cr(VI)
Sample 7	<3.0	<2.0	<10.0	<10.0	<25.0
Sample 8	<3.0	<6.1	<10.0	<10.0	<29.1

All concentrations expressed in milligrams per kilogram)  
 "<" means "less than"

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## TEST RESULTS:

### 2.6 TOTAL PHTHALATE TEST : Client's Specification with reference to California Proposition 65 Settlement

Test Method : CPSC-CH-C1001-09.3 (Composite test)

Requirement : DEHP, DBP, BBP, DNHP, DINP, DIDP or DNHP content shall not individually be more than 0.1% by weight in the product as per Client's Specification.

Results :

<u>Plasticisers</u>	<u>Silver color coating on plastic (base)</u>	<u>Clear fiber (light)</u>
DBP	<0.015%	<0.015%
BBP	<0.015%	<0.015%
DEHP	<0.015%	<0.015%
DNOP	<0.015%	<0.015%
DINP	<0.015%	<0.015%
DIDP	<0.015%	<0.015%
DNHP	<0.015%	<0.015%

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### TEST RESULTS:

#### 2.6 TOTAL PHTHALATE TEST : Client's Specification with reference to California Proposition 65 Settlement

Test Method : CPSC-CH-C1001-09.3 (Composite test)  
 Requirement : DEHP, DBP, BBP, DNHP, DINP, DIDP or DNHP content shall not individually be more than 0.1% by weight in the product as per Client's Specification.  
 Results :

<u>Plasticisers</u>	<u>White plastic (base) + Black plastic (base) + Black plastic (switch)</u>	<u>Clear LED (inner)</u>
DBP	<0.015%	<0.015%
BBP	<0.015%	<0.015%
DEHP	<0.015%	<0.015%
DNOP	<0.015%	<0.015%
DINP	<0.015%	<0.015%
DIDP	<0.015%	<0.015%
DNHP	<0.015%	<0.015%

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### 2.6 TOTAL PHTHALATE TEST : Client's Specification with reference to California Proposition 65 Settlement

Test Method : CPSC-CH-C1001-09.3 (Composite test)  
 Requirement : DEHP, DBP, BBP, DNHP, DINP, DIDP or DNHP content shall not individually be more than 0.1% by weight in the product as per Client's Specification.  
 Results :

<u>Plasticisers</u>	<u>PCB board (inner)</u>
DBP	<0.015%
BBP	<0.015%
DEHP	<0.015%
DNOP	<0.015%
DINP	<0.015%
DIDP	<0.015%
DNHP	<0.015%

Key : DBP = Di-butyl phthalate  
 BBP = Butyl-benzyl phthalate  
 DEHP = Di-(2-ethyl-hexyl) phthalate  
 DNOP = Di-n-octyl phthalate  
 DINP = Di-iso-nonyl phthalate  
 DIDP = Di-iso-decyl phthalate  
 DNHP = Di-n-hexyl phthalate  
 < = Less than

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DATE : Aug.07,2013

TEST RESULTS:

2.7 TOTAL PHTHALATE TEST : Canada Phthalates Regulations (SOR/2010-298) & Client's Specification

Test Method : CPSC-CH-C1001-09.3 (Composite test)
Requirement : The vinyl in a toy or child care article must contain not more than 1 000 mg/kg (0.1%) of Di-(2-ethylhexyl) phthalate (DEHP), Di-butyl phthalate (DBP) or Benzyl butyl phthalate (BBP).

The vinyl in any part of a toy or child care article that can, in a reasonably foreseeable manner, be placed in the mouth of a child under four years of age must contain not more than 1 000 mg/kg (0.1%) of Di-iso-nonyl phthalate (DINP), Di-iso-decyl phthalate (DIDP) or Di-n-octyl phthalate (DNOP)

Di-n-hexyl phthalate (DNHP) content shall not be more than 1000 mg/kg (0.1%) as per Client's specification.

Results :

Table with 3 columns: Plasticisers, Silver color coating on plastic (base), Clear fiber (light). Rows include DBP, BBP, DEHP, DNOP, DINP, DIDP, and DNHP with corresponding percentage values.

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## TEST REPORT

REPORT NO. : A80191310  
 UL ORDER NO. : 10037909  
 DATE : Aug.07,2013

### TEST RESULTS:

#### 2.7 TOTAL PHTHALATE TEST : Canada Phthalates Regulations (SOR/2010-298) & Client's Specification

Test Method : CPSC-CH-C1001-09.3 (Composite test)

Requirement : The vinyl in a toy or child care article must contain not more than 1 000 mg/kg (0.1%) of Di-(2-ethylhexyl) phthalate (DEHP), Di-butyl phthalate (DBP) or Benzyl butyl phthalate (BBP).

The vinyl in any part of a toy or child care article that can, in a reasonably foreseeable manner, be placed in the mouth of a child under four years of age must contain not more than 1 000 mg/kg (0.1%) of Di-iso-nonyl phthalate (DINP), Di-iso-decyl phthalate (DIDP) or Di-n-octyl phthalate (DNOP)

Di-n-hexyl phthalate (DNHP) content shall not be more than 1000 mg/kg (0.1%) as per Client's specification.

Results :

<u>Plasticisers</u>	<u>White plastic (base) + Black plastic (base) + Black plastic (switch)</u>	<u>Clear LED (inner)</u>
DBP	<0.015%	<0.015%
BBP	<0.015%	<0.015%
DEHP	<0.015%	<0.015%
DNOP	<0.015%	<0.015%
DINP	<0.015%	<0.015%
DIDP	<0.015%	<0.015%
DNHP	<0.015%	<0.015%

\*\*\*\*\* End of Page 15 of 18 \*\*\*\*\*

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## TEST REPORT

REPORT NO. : A80191310  
 UL ORDER NO. : 10037909  
 DATE : Aug.07,2013

### TEST RESULTS:

#### 2.7 TOTAL PHTHALATE TEST : Canada Phthalates Regulations (SOR/2010-298) & Client's Specification

Test Method : CPSC-CH-C1001-09.3 (Composite test)

Requirement : The vinyl in a toy or child care article must contain not more than 1 000 mg/kg (0.1%) of Di-(2-ethylhexyl) phthalate (DEHP), Di-butyl phthalate (DBP) or Benzyl butyl phthalate (BBP).

The vinyl in any part of a toy or child care article that can, in a reasonably foreseeable manner, be placed in the mouth of a child under four years of age must contain not more than 1 000 mg/kg (0.1%) of Di-iso-nonyl phthalate (DINP), Di-iso-decyl phthalate (DIDP) or Di-n-octyl phthalate (DNOP)

Di-n-hexyl phthalate (DNHP) content shall not be more than 1000 mg/kg (0.1%) as per Client's specification.

Results :

<u>Plasticisers</u>	<u>PCB board (inner)</u>
DBP	<0.015%
BBP	<0.015%
DEHP	<0.015%
DNOP	<0.015%
DINP	<0.015%
DIDP	<0.015%
DNHP	<0.015%

\*\*\*\*\* End of Page 16 of 18 \*\*\*\*\*

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# TEST REPORT

REPORT NO. : A80191310  
 UL ORDER NO. : 10037909  
 DATE : Aug.07,2013

## TEST RESULTS:

### 2.7 TOTAL PHTHALATE TEST : Canada Phthalates Regulations (SOR/2010-298) & Client's Specification

Key : DBP = Di-butyl phthalate  
 BBP = Butyl-benzyl phthalate  
 DEHP = Di-(2-ethyl-hexyl) phthalate  
 DNOP = Di-n-octyl phthalate  
 DINP = Di-iso-nonyl phthalate  
 DIDP = Di-iso-decyl phthalate  
 DNHP = Di-n-hexyl phthalate  
 < = Less than

Date(s) of test(s) conducted : July 19 – 22, 2013

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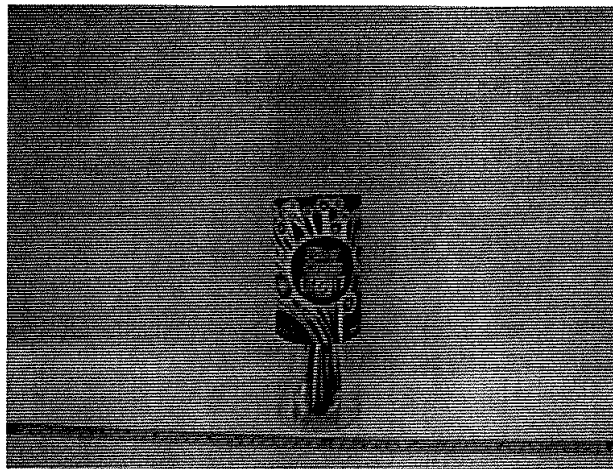
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## TEST REPORT

REPORT NO. : A80191310  
UL ORDER NO. : 10037909  
DATE : Aug.07,2013

### Product Photo(s):



\*\*\*\*\* End of Page 18 of 18 \*\*\*\*\*

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## TERMS AND CONDITIONS OF SERVICE

UL VS Hong Kong Limited ("UL VS") undertakes to provide services ("Work(s)") to its Customer subject to the terms and conditions ("Terms") contained herein.

The term of limitation of liability contained herein has been conspicuously marked to draw to the attention of the Customer. The Customer is advised by UL VS to take separate legal advice and is fully aware of the meaning and the legal significance of this term. The Customer agrees that this term is integral part of this Agreement.

### COMPUTATION OF CHARGES AND PAYMENT

- 1.1 (a) Consulting time shall be charged on a daily basis.
- 1.2 (b) Where the personnel of UL VS are assigned to its Customer for any in-house projects, the Customer shall be billed on an hourly basis on the compensation rates of its personnel.
- 1.3 Disbursements incurred on the Customer's behalf such as expenditure for communications, transportation, travel, purchase of any materials, tools, equipment, components or parts which are directly related to the Work(s) shall be billed at costs and shall additionally include UL VS's reasonable handling charge at the discretion of UL VS.
- 1.4 Where in the opinion of UL VS the Work(s) are time consuming entailing the use of special equipment and disbursements, the Customer shall be charged on an "equipment-hour" basis on the time spent.
- 1.5 Payments shall be made in Hong Kong Dollars at UL VS's address or at such other address and in such manner as UL VS may from time to time specify. Payment made by post shall be at the risk of the Customer.
- 1.6 The Customer undertakes during the continuance of this Agreement: -
  - (a) to punctually pay all billings rendered to the Customer from time to time;
  - (b) unless otherwise agreed in writing, payment is to be made within seven (7) days from the date of invoice or Debit Note;
  - (c) where the Customer shall fail to pay within time, UL VS shall charge interest on overdue invoices at the rate of 2% per month;
  - (d) UL VS shall have a lien on any goods of the Customer until payment but the exercise of such lien shall not prevent interest from accruing.
- 1.7 If the Customer shall fail to pay UL VS for any reason under Clause 1.5 or if the Customer shall commit a breach of any of its obligation under this Agreement or if a receiver of the Customer is appointed or if any resolution or petition to wind up the Customer's business shall be passed or presented (except for the purpose of reconstruction), UL VS may without prejudice to its other rights either suspend or terminate the Agreement and in such an event UL VS may also suspend or terminate any other existing contracts without being liable to damages.

### OBLIGATIONS OF THE CUSTOMER

- 2.1 If the Customer intends to make any change(s) to the Work(s) hereunder or assign any other work to UL VS prior to the completion of Work(s), such a change or new assignment shall only be effective in writing between both of the parties. If UL VS suffers from any loss or damage due to such a change or new assignment, the Customer shall compensate UL VS for such losses and damages.
- 2.2 If the Work(s) undertaken by UL VS hereunder requires any assistance from the Customer, the Customer shall be obliged to provide all necessary and reasonable assistance which UL VS may deem fit. If the Work(s) undertaken by UL VS hereunder cannot be completed due to the Customer's failure to perform its obligation to assist, UL VS shall have the right to demand the Customer to perform its obligation within a reasonable period of time and may appropriately extend the time limit for UL VS to complete its Work(s). If upon the expiration of such reasonable time period the Customer still fails to perform its obligation to assist, UL VS may terminate this Agreement, without prejudice to any other rights of UL VS hereunder or under any applicable laws and regulations.

### SAMPLES

- 3.1 Customer shall abide by all applicable regulations when shipping samples to UL VS. Improper shipping may result in additional charges for costs incurred by UL VS: (a) to identify samples to UL VS; and (b) damages done to UL VS personnel or property as a result of improper packaging, labeling or omission of identifying documents. UL VS shall have the right to refuse receipt of any shipment that, in its discretion, is unsafe or has been shipped improperly. Any costs associated by refusal to accept shipment under this clause are the sole responsibility of the Customer. The Customer shall indemnify and hold harmless UL VS for any and all damages, expenses, fines, judgments, liabilities and costs (including attorney's fee) incurred by UL VS and arising from the improper packaging or shipment of the samples by the Customer.

### PATENT RIGHTS

- 4.1 Any invention made in the performance of Work(s) for the Customer by UL VS within the field of Work(s) undertaken for the Customer shall belong to the Customer.
- 4.2 UL VS's use of the aforesaid inventions shall be free of any royalty fees provided that the use of such inventions are confined to the performance of Work(s) for the Customer.

### CONFIDENTIAL TREATMENT OF INFORMATION

- 5.1 Unless otherwise specifically agreed between the parties, the Work(s) rendered by UL VS to the Customer shall be on a non-exclusive best-efforts basis.
- 5.2 It is explicitly agreed by UL VS and the Customer that all technical information (whether contained in models, drawings, reproductions of drawings, written reports, letters, memoranda or notes or in any other form) shall be kept strictly confidential by UL VS for the purposes of this Agreement and UL VS shall at all times use all reasonable efforts to prevent disclosure to third parties of any part thereof unless UL VS shall have first obtained the written consent of the Customer specifically authorizing such disclosure **PROVIDED ALWAYS AND IT IS MUTUALLY AGREED** that the confidentiality shall extend for a period of five (5) years from the date of completion of the Work(s) and **PROVIDED FURTHER** that UL VS shall not be liable under this clause if through no fault of UL VS the information is generally known to the public; or the information is generally known to UL VS; or is independently developed by UL VS without recourse to the materials provided by the Customer; or the information is necessary for performance by UL VS under this Agreement; or is disclosed in accordance with a judgment or order issued by a competent court of any jurisdiction to which the Terms are subject, or with an order, notice or requirement issued by a governmental authority; or is disclosed to the certification or accreditation bodies with which the information are relevant to the scope of certification or accreditation in order to assess UL VS's competence and compliance with the relevant certification or accreditation criteria.
- 5.3 UL VS undertakes that the identity of its Customers and the nature of Work(s) rendered shall be kept confidential unless the Customer agrees in writing to their release **PROVIDED ALWAYS** that UL VS shall not be liable under this clause if through no fault act or failure on its part the identity of the Customer is generally known to the public.

### DATA AND DOCUMENT RETENTION

- 6.1 (a) After the Work(s) are rendered, UL VS may retain a copy of all documents relating to the Work(s) (the "Supporting Documents") for as long as UL VS, in its sole discretion, deems fit.
- (b) Unless otherwise specified or required by the applicable law, the Supporting Documents over three (3) years of age will be automatically destroyed by UL VS without prior notice to the Customer. Should any or all Supporting Documents less than three (3) years are scheduled to be destroyed, UL VS shall give the Customer thirty (30) days' written notice to the Customer's last known address of its intention to destroy the Supporting Documents. Unless the Customer makes a written request to UL VS reaching UL VS before the expiration of the said thirty (30) days seeking delivery of those documents to the Customer at the Customer's expense, those documents shall be destroyed.
- (c) The Customer shall indemnify UL VS for any costs or expenses in responding to or opposing any subpoena, the production of any documents in Court seeking the disclosure of the said documents or any information contained therein.

### SOLICITATION OF EMPLOYEES

- 7.1 It is mutually agreed that neither party shall solicit the employees of the other for employment or hire unless prior written consent to do so is obtained.

### E-MAIL DISCLAIMER

- 8.1 UL VS shall upon written request of the Customer send the final report(s) / result(s) hereunder by e-mail rather than by paper hard copy. UL VS considers e-mail a valuable and efficient tool, however, UL VS hereby gives cautions to the Customer that the report(s) / result(s) in electronic version may inadvertently be modified once it is in the Customer's word processing system. Further, the current e-mail transmission technology may allow for interception of message(s) and report(s) / result(s) by third parties. UL VS shall not be held responsible for these risks, which are out of its control. Should report(s) / result(s) be sent to the Customer by e-mail on its request, such a request SHALL BE DEEMED TO BE AN ACCEPTANCE OF THE RISK THAT THE REPORT(S) / RESULT(S) MAY BE INTERCEPTED BY THIRD PARTIES. The Customer shall agree that the report(s) / result(s) shall be sent by UL VS unencrypted. Transmission of the report(s) / result(s) (or other material(s) requested by the Customer) via the internet or other public network shall not be considered to constitute a breach of any confidentiality or other provisions of this Agreement between UL VS and the Customer, and UL VS shall in no way be liable for any damages resulting from such a transmission. Additionally, UL VS shall not be liable for any damages incurred by the Customer for any changes made to the report(s) / result(s) after it has been transmitted.

### LIMITATION OF LIABILITY

- 9.1 Subject to Clause 9.2 and notwithstanding anything contained in this Agreement, in no circumstances (except where UL VS has willfully refused to perform any of its obligations under this Agreement or under any order placed pursuant to Clause 2.1) shall UL VS be liable, in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever, and whatever the cause thereof, (a) for any loss of profit, business, contracts, revenues, or anticipated savings; or (b) for any special indirect or consequential damage of any nature whatsoever.
- 9.2 If and to the extent that the Control of Exemption Clauses Ordinance (Cap. 71 Laws of Hong Kong) applies to this Agreement and that UL VS is held liable to the Customer, notwithstanding Clause 9.1 and anything contained in this Agreement, UL VS's liability to the Customer, in contract, tort (including negligence or breach of statutory duty) or howsoever otherwise arising, shall in respect of this Agreement be limited to the amount of the fee paid in respect of the specific Work which gives rise to such claim.

### INDEMNITY

- 10.1 In the event of actual or threatened suit against UL VS in relation to the Work(s) undertaken on behalf of the Customer or in relation to any of the Products or the Trade Mark or Patent of the Customer or of any allegation of infringement of any letters patent, registered design, trade mark or trade name, the Customer shall indemnify UL VS harmless from any liability, action, claim, demand, costs, charges and expenses arising therefrom or expenses including solicitors fees, counsel fees in defending such action **PROVIDED ALWAYS** that the Customer will at its own election either effect any settlement or compromise or at its own expense defend any such action or proceeding and the Customer shall pay the costs of any settlement or compromise effected.

### EFFECT OF PROPOSAL

- 11.1 The accompanying proposal is valid for a period of ninety (90) days from the date of the proposal unless extended in writing by UL VS. Upon the acceptance of such proposal, this Terms shall form part of this Agreement with the Customer and notwithstanding any prior discussions or prior oral or written agreements to the contrary, the Terms herein shall be applicable and take precedence over any conflicting terms contained in any documents submitted by the Customer.

### MISCELLANEOUS PROVISIONS

- 12.1 Any provision of this Agreement prohibited by or regarded as unlawful or unenforceable under any applicable law actually applied by any court of competent jurisdiction shall, to the extent required by such law, be severed by this Agreement and rendered ineffective so far as is possible without modifying the remaining provisions of this Agreement. Where however the provisions of any such applicable law may be waived, they are hereby waived by the parties hereto to the full extent permitted by such law to the end that this Agreement shall be valid and binding agreement enforceable in accordance with the Terms.
- 12.2 A certificate signed by any officer of UL VS as to the amount due from the Customer hereunder at the date of such certificate shall, in the absence of manifest error, be conclusive evidence of the amount due.
- 12.3 Nothing in this Agreement shall be considered to form a partnership between the parties. No party shall represent that it acts as agent for another or has any capacity to bind another in any contractual or other arrangements.
- 12.4 Save as herein otherwise provided any notice required to be given hereunder shall be sufficiently given if given in writing or by facsimile, email, internet or other possible means to the last known postal address or fax number or email address of the addressee and every notice shall be deemed to have been received and given at the time when in the course of transmission it should have been delivered at the address or fax number or email address to which it was sent.
- 12.5 This report or certificate does not relieve seller(s) / supplier(s) from their contractual responsibility with regards to the quality/quantity of this delivery nor does it prejudice the Customer's right to claim towards seller(s) / supplier(s) for compensation for any apparent and/or hidden defects not detected during UL VS's random inspection or testing or audit.

### GOVERNING LAW

- 13.1 This Agreement and the rights and obligations of the parties shall in all respects be governed, construed, interpreted and operated in accordance with the Laws and Regulations of Hong Kong.