



TEST REPORT NO : KCIUHT0426002

May 24, 2021

Page : 1 of 22

Applicant : Flashbay Electronics
Address : Building2, Jixun Industrial Park, Xinjiao, Dong'ao Village,
Shatian Town, Huiyang District, Huizhou City, Guangdong
Province, P.R. China
Contact Person : Levin

Test Date : Apr 26, 2021- May 24, 2021
Received Date: Apr 26, 2021

Sample Description: Water Bottles
Model/ Style No: Fit(FI), Refresh(RH), Shaker(SK), Pacific(PF),
Wave(WV)
Supplier Name: Flashbay Electronics

For and on behalf of
UL VS Hong Kong Limited

Kenneth Ho - Testing Manager
Hardlines & Toys

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TEST REPORT NO : KCIUHT0426002

May 24, 2021

Page : 2 of 22

<u>Test Item</u>	<u>Conclusion</u>
Specification And Standards For Food And Food Additives Under Food Sanitation Act, April 2011 (Ministry Of Health And Welfare Notification No.370, 1959, Lastest Revision In 2010 ,Mhlw Notification No. 336) – Standard Of Materials In General (Implements And Containers And Packages, In General) –Coloring Matter	PASS
Total Cadmium And Lead [Japan Food Sanitation Law]	PASS
Heavy Metal As Lead [Japan Food Sanitation Law]	PASS
Consumption Of Potassium Permanganate [Japan Food Sanitation Law]	PASS
Evaporation Residue [Japan Food Sanitation Law]	PASS
Total Cadmium And Lead In Rubber Utensils (Except Nursering Utensils) [Japan Food Sanitation Law]	PASS
2-Mercaptoimidazoline Content In Rubber Utensils Containing Chlorine (Except Nursing Utensiles) [Japan Food Sanitation Law]	PASS
Phenol Content In Rubber Utensils (Except Nursering Utensils) [Japan Food Sanitation Law]	PASS
Formaldehyde Content In Rubber Utensils (Except Nursering Utensils) [Japan Food Sanitation Law]	PASS
Zinc Content In Rubber Utensils (Except Nursering Utensils) [Japan Food Sanitation Law]	PASS
Heavy Metal As Lead In Rubber Utensils (Except Nursering Utensils) [Japan Food Sanitation Law]	PASS
Evaporation Residue In Rubber Utensils (Except Nursering Utensils) [Japan Food Sanitation Law]	PASS
Total Lead And Antimony [Japan Food Sanitation Law]	PASS
Remark: 1. The results relate only to the samples tested. 2. "NC"=No Comment, "NA"=Not Applicable, " * " See the attached test results details.	

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TEST REPORT NO : KCIUHT0426002

May 24, 2021

Page : 3 of 22

Sample Information :

Sample	Product
001	Water Bottles
002	Black Silicone Rubber (spout and stopper, FI,RH,SK,PF,WV)
003	Red Silicone Rubber (spout and stopper, FI,RH,SK,PF,WV)
004	Blue Silicone Rubber (spout and stopper, FI,RH,SK,PF,WV)
005	Green Silicone Rubber (spout and stopper, FI,RH,SK,PF,WV)
006	Yellow Silicone Rubber (spout and stopper, FI,RH,SK,PF,WV)
007	White Silicone Rubber (spout and stopper, FI,RH,SK,PF,WV)
008	Orange Silicone Rubber (spout and stopper, FI,RH,SK,PF,WV)
009	Pink Silicone Rubber (spout and stopper, FI,RH,SK,PF,WV)
010	Translucent Silicone Rubber (gasket and spout gasket, FI,RH,SK,PF,WV)
011	Black plastic (PP lid, FI,RH,SK,PF,WV)
012	Red plastic (PP lid, FI,RH,SK,PF,WV)
013	Blue plastic (PP lid, FI,RH,SK,PF,WV)
014	Green plastic (PP lid, FI,RH,SK,PF,WV)
015	Yellow plastic (PP lid, FI,RH,SK,PF,WV)
016	White plastic (PP lid, FI,RH,SK,PF,WV)
017	Orange plastic (PP lid, FI,RH,SK,PF,WV)
018	Pink plastic (PP lid, FI,RH,SK,PF,WV)
019	Translucent plastic (PP bottle, FI,RH,SK)
020	Translucent plastic (PP spout, WV)
021	Translucent white plastic (PP straw, WV)
022	Clear plastic (tritan bottle, PF,WV)
023	Silvery metal (SS Stir ball, SK)

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(01) Specification And Standards For Food And Food Additives Under Food Sanitation Act, April 2011 (Ministry Of Health And Welfare Notication No.370, 1959, Lastest Revision In 2010 ,MHLW Notification No. 336) – Standard Of Materials In General (Implements And Containers And Packages, In General) –Coloring Matter

Test Method : Specifications, Standards and Testing Methods for Foodstuffs, Implements, Containers and Packaging, Toys, Detergents, JETRO 2008– Part II Section B-10 and Part III, Section B

Sample	Observation				Listed in schedule 1	Rating
	4% Acetic acid	Water	20% Ethanol	Heptane		
Leaching condition	60°C for 30 mins	60°C for 30 mins	60°C for 30 mins	25 °C for 60 mins		
002	NR	NR	NR	NR	--	PASS
003	NR	NR	NR	NR	--	PASS
004	NR	NR	NR	NR	--	PASS
005	NR	NR	NR	NR	--	PASS
006	NR	NR	NR	NR	--	PASS
007	NR	NR	NR	NR	--	PASS
008	NR	NR	NR	NR	--	PASS
009	NR	NR	NR	NR	--	PASS
010	NR	NR	NR	NR	--	PASS
011	NR	NR	NR	NR	--	PASS
012	NR	NR	NR	NR	--	PASS
013	NR	NR	NR	NR	--	PASS
014	NR	NR	NR	NR	--	PASS
015	NR	NR	NR	NR	--	PASS
016	NR	NR	NR	NR	--	PASS
017	NR	NR	NR	NR	--	PASS
018	NR	NR	NR	NR	--	PASS
019	NR	NR	NR	NR	--	PASS
020	NR	NR	NR	NR	--	PASS
021	NR	NR	NR	NR	--	PASS
Requirement (Max.)	Synthetic chemicals, if used as coloring agent, shall be ones listed in Table 1 of the Food Sanitation Law Enforcement Regulations except when no precipitation of the coloring agent should be visible after test.					

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Key	NR	= No precipitation recognized
	R	= Precipitation recognized.
	*	= Ingredient list had been provided for reviewing.

(02) Total Cadmium And Lead [Japan Food Sanitation Law]

Test Method : Specifications, Standards and Testing Methods for Foodstuffs, Implements, Containers and Packaging, Toys, Detergents, JETRO 2008– Part II Section D-2 (1)(a)

Sample	Element (µg/g)	
	Lead	Cadmium
011	<10	<10
012	<10	<10
013	<10	<10
014	<10	<10
015	<10	<10
016	<10	<10
017	<10	<10
018	<10	<10
019	<10	<10
020	<10	<10
021	<10	<10
022	<10	<10
Requirement (Max.)	100	100
Conclusion	PASS	PASS
“<” means “less than”		

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**(03) Heavy Metal As Lead [Japan Food Sanitation Law]**

Test Method : Specifications, Standards and Testing Methods for Foodstuffs, Implements, Containers and Packaging, Toys, Detergents, JETRO 2008– Part II Section B-4

<u>Sample</u>	<u>Leaching condition</u>	<u>Heavy metals</u>	<u>Rating</u>
011	60°C for 30 mins	The color of test solution shall not be deeper than that of the comparison standard solution (Pb, ≤ 1 µg/ml)	PASS
012	60°C for 30 mins	The color of test solution shall not be deeper than that of the comparison standard solution (Pb, ≤ 1 µg/ml)	PASS
013	60°C for 30 mins	The color of test solution shall not be deeper than that of the comparison standard solution (Pb, ≤ 1 µg/ml)	PASS
014	60°C for 30 mins	The color of test solution shall not be deeper than that of the comparison standard solution (Pb, ≤ 1 µg/ml)	PASS
015	60°C for 30 mins	The color of test solution shall not be deeper than that of the comparison standard solution (Pb, ≤ 1 µg/ml)	PASS
016	60°C for 30 mins	The color of test solution shall not be deeper than that of the comparison standard solution (Pb, ≤ 1 µg/ml)	PASS
017	60°C for 30 mins	The color of test solution shall not be deeper than that of the comparison standard solution (Pb, ≤ 1 µg/ml)	PASS
018	60°C for 30 mins	The color of test solution shall not be deeper than that of the comparison standard solution (Pb, ≤ 1 µg/ml)	PASS
019	60°C for 30 mins	The color of test solution shall not be deeper than that of the comparison standard solution (Pb, ≤ 1 µg/ml)	PASS
020	60°C for 30 mins	The color of test solution shall not be deeper than that of the comparison standard solution (Pb, ≤ 1 µg/ml)	PASS
021	60°C for 30 mins	The color of test solution shall not be deeper than that of the comparison standard solution (Pb, ≤ 1 µg/ml)	PASS
022	60°C for 30 mins	The color of test solution shall not be deeper than that of the comparison standard solution (Pb, ≤ 1 µg/ml)	PASS
Requirement (Max.)		The color of test solution shall not be deeper than that of the comparison standard solution (Pb, ≤ 1 µg/ml)	
<ul style="list-style-type: none">- All concentrations expressed in micrograms per millilitre- “<” means less than			

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(04) Consumption Of Potassium Permanganate [Japan Food Sanitation Law]

Test Method : Specifications, Standards and Testing Methods for Foodstuffs, Implements, Containers and Packaging, Toys, Detergents, JETRO 2008– Part II Section B-1

<u>Sample</u>	<u>Leaching condition</u>	<u>Consumption of Potassium Permanganate, µg/ml</u>
011	60°C for 30 mins	<5
012	60°C for 30 mins	<5
013	60°C for 30 mins	<5
014	60°C for 30 mins	<5
015	60°C for 30 mins	<5
016	60°C for 30 mins	<5
017	60°C for 30 mins	<5
018	60°C for 30 mins	<5
019	60°C for 30 mins	<5
020	60°C for 30 mins	<5
021	60°C for 30 mins	<5
022	60°C for 30 mins	<5
Conclusion		PASS
Requirement (Max.)		10
“<” means “less than”		

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**(05) Evaporation Residue [Japan Food Sanitation Law]**

Test Method : Specifications, Standards and Testing Methods for Foodstuffs, Implements, Containers and Packaging, Toys, Detergents, JETRO 2008– Part II Section B-5

Sample	Evaporation Residue, µg/ml			
	4% acetic acid	Water	20% ethanol	Heptane
Leaching condition	60°C for 30 mins	60°C for 30 mins	60°C for 30 mins	25°C for 60 mins
011	<10	<10	<10	<10
012	<10	<10	<10	<10
013	<10	<10	<10	<10
014	<10	<10	<10	<10
015	<10	<10	<10	<10
016	<10	<10	<10	<10
017	<10	<10	<10	<10
018	<10	<10	<10	24.0
019	<10	<10	<10	<10
020	<10	<10	<10	<10
021	<10	<10	<10	<10
CONCLUSION	PASS			
Requirement (Max.)	1) Phenolic, resin, Melamine, and Urea resins, polyvinyl chloride, polyethylene and polypropylene, polyvinylidene chloride polyethylene terephthalate, polymethyl methacrylate, nylon; - not more than 30 µg/ml 2) Polyvinyl chloride; - 20% ethanol, 4% acetic acid, water: not more than 30 µg/ml - Heptane: not more than 150 µg/ml 3) Polystyrene; - 20% ethanol, 4% acetic acid, water: not more than 30 µg/ml - Heptane: not more than 240 µg/ml			
“<” means “less than”				

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TEST REPORT NO : KCIUHT0426002

May 24, 2021

Page : 9 of 22

(06) Total Cadmium And Lead In Rubber Utensils (Except Nursring Utensils) [Japan Food Sanitation Law]

Test Method : Specifications, Standards and Testing Methods for Foodstuffs, Implements, Containers and Packaging, Toys, Detergents, JETRO 2008– Part II Section D-3(1) (a)(i)

<u>Sample</u>	<u>Element (µg/g)</u>	
	Lead	Cadmium
002	<10	<10
003	<10	<10
004	<10	<10
005	<10	<10
006	<10	<10
007	<10	<10
008	<10	<10
009	<10	<10
010	<10	<10
<u>Requirement (Max.)</u>	100	100
Conclusion	PASS	PASS

“<” means “less than”

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TEST REPORT NO : KCIUHT0426002

May 24, 2021

Page : 10 of 22

(07) 2-Mercaptoimidazoline Content In Rubber Utensils Containing Chlorine (Except Nursing Utensiles) [Japan Food Sanitation Law]

Test Method : Specifications, Standards and Testing Methods for Foodstuffs, Implements, Containers and Packaging, Toys, Detergents, JETRO 2008– Part II Section D-3 (1) (a)(ii)

Sample	2-mercaptoimidazoline, $\mu\text{g/ml}$
002	<0.25
003	<0.25
004	<0.25
005	<0.25
006	<0.25
007	<0.25
008	<0.25
009	<0.25
010	<0.25
CONCLUSION	PASS
Requirement (Max.)	Negative
“<” means “less than” “<0.25 $\mu\text{g/ml}$ ” means “Negative”	

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**(08) Phenol Content In Rubber Utensils (Except Nursering Utensils) [Japan Food Sanitation Law]**

Test Method : Specifications, Standards and Testing Methods for Foodstuffs, Implements, Containers and Packaging, Toys, Detergents, JETRO 2008– Part II Section B-8 & D-3(b)(i)

<u>Sample</u>	<u>Leaching condition</u>	<u>Phenol, µg/ml</u>
002	60°C for 30 mins	<1
003	60°C for 30 mins	<1
004	60°C for 30 mins	<1
005	60°C for 30 mins	<1
006	60°C for 30 mins	<1
007	60°C for 30 mins	<1
008	60°C for 30 mins	<1
009	60°C for 30 mins	<1
010	60°C for 30 mins	<1
CONCLUSION	PASS	
Requirement (Max.)	Negative	
	" < " means "less than" Negative means less than "5.0 µg/ml"	

(09) Formaldehyde Content In Rubber Utensils (Except Nursering Utensils) [Japan Food Sanitation Law]

Test Method : Specifications, Standards and Testing Methods for Foodstuffs, Implements, Containers and Packaging, Toys, Detergents, JETRO 2008– Part II Section B-8 & D-3(b)(ii)

<u>Sample</u>	<u>Leaching condition</u>	<u>Formaldehyde</u>
002	60°C for 30 mins	Sample solution was not appeared darker than contrast solution
003	60°C for 30 mins	Sample solution was not appeared darker than contrast solution
004	60°C for 30 mins	Sample solution was not appeared darker than contrast solution
005	60°C for 30 mins	Sample solution was not appeared darker than contrast solution
006	60°C for 30 mins	Sample solution was not appeared darker than contrast solution
007	60°C for 30 mins	Sample solution was not appeared darker than contrast solution
008	60°C for 30 mins	Sample solution was not appeared darker than contrast solution
009	60°C for 30 mins	Sample solution was not appeared darker than contrast solution
010	60°C for 30 mins	Sample solution was not appeared darker than contrast solution
CONCLUSION	PASS	
Requirement (Max.)	Negative	

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(10) ZINC CONTENT IN RUBBER UTENSILS (EXCEPT NURSERING UTENSILS) [JAPAN FOOD SANITATION LAW]

Test Method : Specifications, Standards and Testing Methods for Foodstuffs, Implements, Containers and Packaging, Toys, Detergents, JETRO 2008– Part II Section B-8 & D-3(b)(iii)

Sample	Leaching condition	Zinc, µg/ml
002	60°C for 30 mins	<0.05
003	60°C for 30 mins	<0.05
004	60°C for 30 mins	<0.05
005	60°C for 30 mins	<0.05
006	60°C for 30 mins	<0.05
007	60°C for 30 mins	<0.05
008	60°C for 30 mins	<0.05
009	60°C for 30 mins	<0.05
010	60°C for 30 mins	<0.05
CONCLUSION	PASS	
Requirement (Max.)	15	
	“<” means “less than”	

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(11) Heavy Metal As Lead In Rubber Utensils (Except Nursering Utensils) [Japan Food Sanitation Law]

Test Method : Specifications, Standards and Testing Methods for Foodstuffs, Implements, Containers and Packaging, Toys, Detergents, JETRO 2008– Part II Section B-4

<u>Sample</u>	<u>Leaching condition</u>	<u>Heavy metals</u>	<u>Rating</u>
002	60°C for 30 mins	The color of test solution shall not be deeper than that of the comparison standard solution (Pb, ≤ 1 µg/ml)	PASS
003	60°C for 30 mins	The color of test solution shall not be deeper than that of the comparison standard solution (Pb, ≤ 1 µg/ml)	PASS
004	60°C for 30 mins	The color of test solution shall not be deeper than that of the comparison standard solution (Pb, ≤ 1 µg/ml)	PASS
005	60°C for 30 mins	The color of test solution shall not be deeper than that of the comparison standard solution (Pb, ≤ 1 µg/ml)	PASS
006	60°C for 30 mins	The color of test solution shall not be deeper than that of the comparison standard solution (Pb, ≤ 1 µg/ml)	PASS
007	60°C for 30 mins	The color of test solution shall not be deeper than that of the comparison standard solution (Pb, ≤ 1 µg/ml)	PASS
008	60°C for 30 mins	The color of test solution shall not be deeper than that of the comparison standard solution (Pb, ≤ 1 µg/ml)	PASS
009	60°C for 30 mins	The color of test solution shall not be deeper than that of the comparison standard solution (Pb, ≤ 1 µg/ml)	PASS
010	60°C for 30 mins	The color of test solution shall not be deeper than that of the comparison standard solution (Pb, ≤ 1 µg/ml)	PASS
Requirement (Max.)		The color of test solution shall not be deeper than that of the comparison standard solution (Pb, ≤ 1 µg/ml)	
<ul style="list-style-type: none">- All concentrations expressed in micrograms per millilitre- "<" means less than			

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(12) Evaporation Residue In Rubber Utensils (Except Nursering Utensils) [Japan Food Sanitation Law]

Test Method : Specifications, Standards and Testing Methods for Foodstuffs, Implements, Containers and Packaging, Toys, Detergents, JETRO 2008– Part II Section B-5

<u>Sample</u>	<u>Evaporation Residue (µg/ml)</u>		
	4% acetic acid	Water	20% ethanol
<u>Leaching condition</u>	60°C for 30 mins	60°C for 30 mins	60°C for 30 mins
002	<10	<10	<10
003	<10	<10	<10
004	<10	<10	<10
005	<10	<10	<10
006	<10	<10	<10
007	<10	<10	<10
008	<10	<10	<10
009	<10	<10	<10
010	<10	<10	<10
CONCLUSION	PASS		
<u>Requirement (Max.)</u>	4% acetic acid: 60 µg/ml Water: 60 µg/ml 20% ethanol: 60 µg/ml		
“<” means “less than”			

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TEST REPORT NO : KCIUHT0426002

May 24, 2021

Page : 15 of 22

(13) Total Lead And Antimony [Japan Food Sanitation Law]

Test Method : In House Method , analysed by ICP-OES

Sample	Element (%)	
	Lead	Antimony
023	0.002%	0.002%
Requirement (Max.)	0.1%	5.0 %
Conclusion	PASS	PASS
“<” means “less than”		

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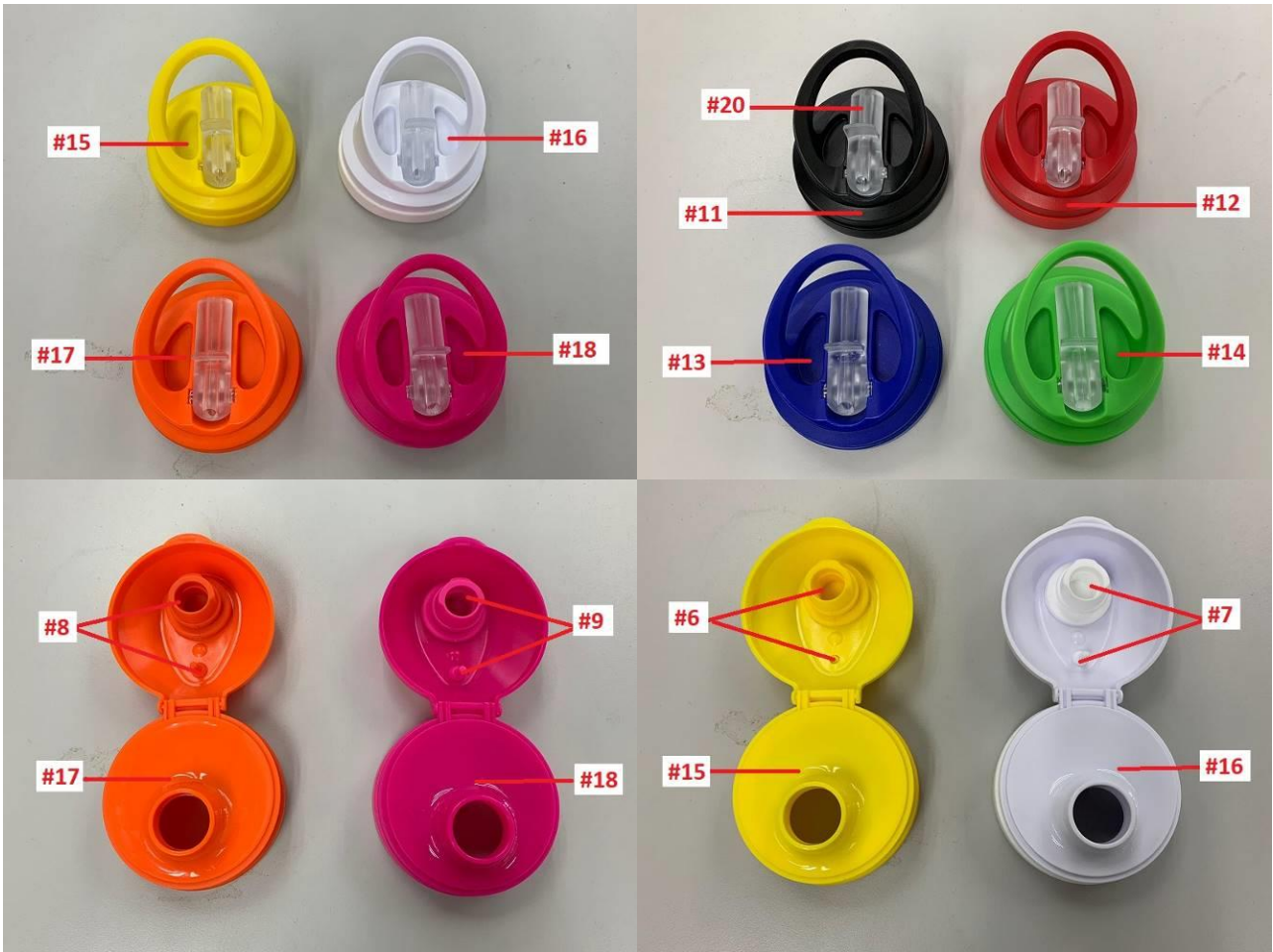
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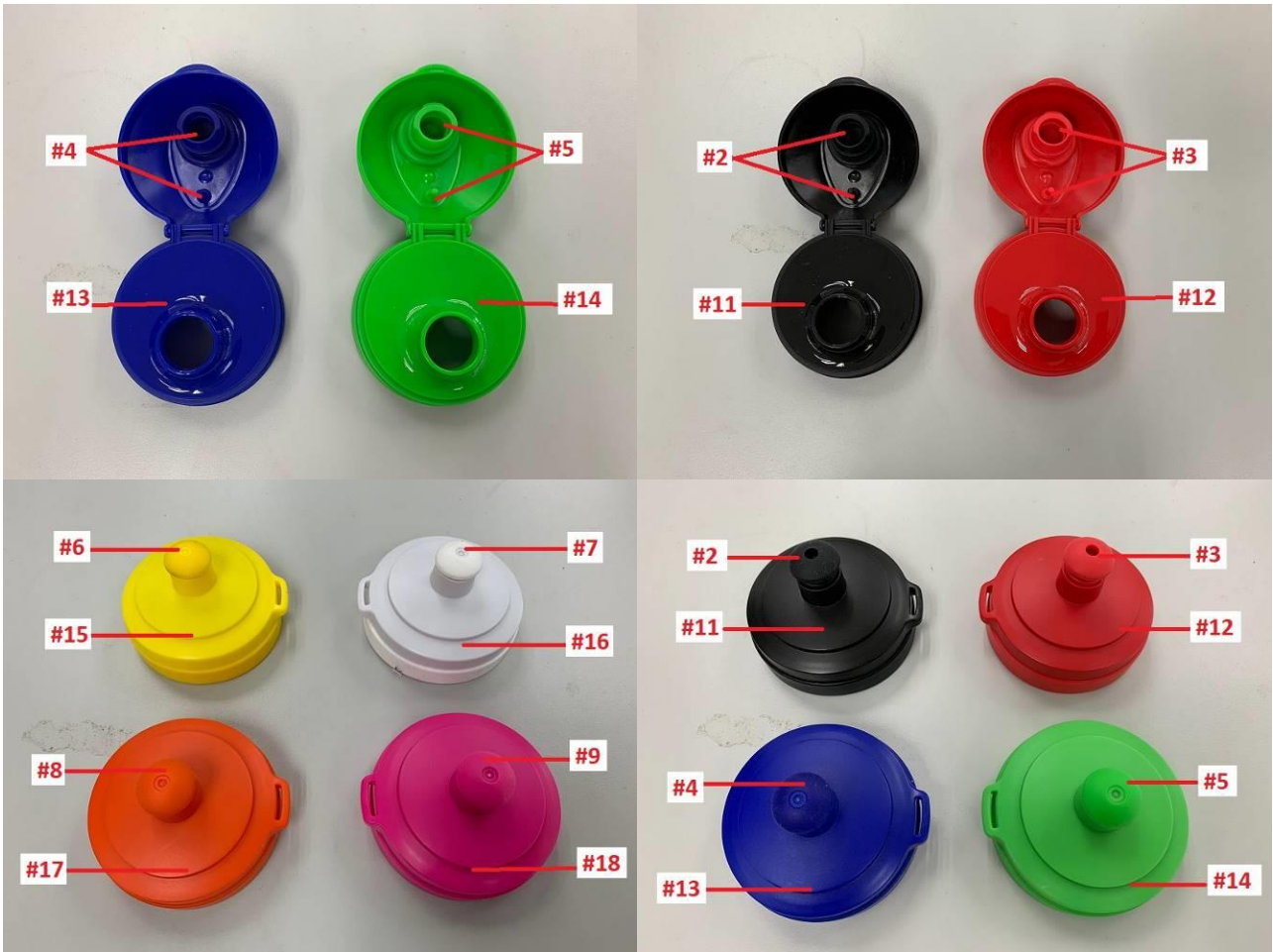
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TEST REPORT NO: KCIUHT0426002

May 24, 2021

Page : 22 of 22



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- 2. Retailer Programs.** If you request us to test compliance with retailer, carrier or other third party program ("Retailer") by requesting Services under the Retailer's program, you consent to our disclosure of all associated information, materials, and deliverables to such Retailer and acknowledge that, notwithstanding any terms to the contrary in these Terms and Conditions, the ownership of the deliverables for the Services will be in accordance with the Retailer's program.
- 3. Payment Terms.** You will pay, without set off, our fees and related expenses in accordance with the Quotation including the cost of all taxes, wire or transfer fees, duties, and other fiscal charges which become due on the quoted price and will indemnify us from and against liabilities, incurred as a result of failure to pay any such sums when they become due. We may charge interest at 1% per month (12% per year), or the maximum legal rate if less than 1.0% per month, from the due date until paid fully. You agree to pay reasonable collection costs, including attorneys' fees, if necessary, in the event of late or non-payment.
- 4. Your Requirements.** You are responsible for establishing or selecting all Your Requirements that we will use in performing the Services. We may provide you with assistance in developing Your Requirements that meet your needs, however, in all cases you must review and approve Your Requirements to be used in performing the Services.
- 5. Estimated Schedule and Price.** Any time schedule and pricing terms set forth in this Quotation are estimates only and subject to change upon reasonable notice from us depending upon the specific project.
- 6. On-Site Investigations.** If we perform Services on site at your facilities, or at the facilities of other parties as directed by you; you will ensure that our representatives have safe, secure, and free access to the facilities. Our access will not be conditioned upon the execution of any agreement, waiver, or release. If our representatives are prevented from performing or completing any Services for any reason beyond our reasonable control, we will not be responsible for the nonperformance, and you may be charged for any actual expenses we incur and fees for Services performed.
- 7. Deliverables.** We will provide you with a report outlining: (i) your instructions and request for Services accepted by us, (ii) Your Requirements used in providing the Services, (iii) the Services performed, and (iv) the results of those Services. We are under no obligation to refer to or report on any facts or circumstances which are outside your specific instructions received and accepted by us.
- 8. Our Findings.** We do not guarantee that our opinions or findings will be recognized or accepted by third parties.
- 9. Use of Names and Marks.** Except as otherwise authorized by us in writing, you will not use our name, abbreviation, symbols, marks, or the name of any of our subsidiaries, affiliates, or parent on any goods or their containers or packaging, or in connection with any advertising, promotions, or otherwise.
- 10. Cancellation Fees.** If you cancel or change a Quotation: (i) for an inspection after 3:00 PM of the working day before the scheduled inspection date, we will charge you the Quotation price plus any travel costs incurred before the cancellation; (ii) for testing after we receive the sample(s) at the testing facility, we will charge you cancellation fees according to the amount of actual work performed with a minimum cancellation fee of \$100 USD; or (iii) for a scheduled audit date, you will be responsible for all incurred non-refundable travel costs associate with that audit. Any change or cancellation of an audit that occurs within 7 days of the scheduled audit will be charged a \$600 USD fee in addition to any incurred travel costs.
- 11. No Warranty.** NO REPRESENTATION, WARRANTY, OR GUARANTEE, EXPRESS OR IMPLIED, IS INCLUDED IN THESE TERMS AND CONDITIONS, OR IN ANY QUOTATION, REPORT, OR OTHER DOCUMENT PROVIDED UNDER THESE TERMS AND CONDITIONS INCLUDING, BUT NOT LIMITED TO: (i) ANY "IMPLIED WARRANTY OF MERCHANTABILITY" OR "FITNESS FOR A PARTICULAR PURPOSE", (ii) NON-INFRINGEMENT, AND (iii) THAT THE WEB SERVICES (AS DEFINED BELOW) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.
- 12. Your Information.** You represent and warrant that all information and data provided to us by you, or on your behalf, is complete and accurate and may be relied upon to provide Services. In addition, you represent and warrant that all of Your Information is owned or licensed by you, and does not infringe on the intellectual property rights of any third party. If any information or data provided to us by you or on your behalf is either incomplete or inaccurate, we will not be liable in any manner for any deficiencies in the Services.
- 13. Ownership of Work Product.** You will own the test reports or other materials provided to you pursuant to any Quotation. We may retain a copy of the test reports and other materials for our archives and for creating reports for you and third parties, as required by you.
- 14. Web Services.** We may provide you with certain website tools and related services, including the ability to order services online through a website (collectively, the "Web Services"). The Web Services are provided to you as a convenience and are provided on an "as is, as available" basis. By using the Web Services, you acknowledge and agree that no data or content transmitted over our networks, the Internet, or wirelessly, or through or in connection with the Web Services, is guaranteed to be secure or free from unauthorized intrusion, and that data stored by us, our affiliates, or our service providers may be deleted, modified, or damaged. You acknowledge that if you wish to protect your transmission of data or files to us, it is your responsibility to use a secure encrypted connection to communicate with and use the Web Services. Your use of the Web Services is at your sole risk and is subject to any terms of use applicable to such Web Services. Web Services are included in the definition of Services above.
- 15. Confidentiality.** We will not disclose your information obtained in confidence ("Confidential Information") to third parties, except our subsidiaries, affiliates, or subcontractors, without your prior written authorization. Confidential Information will not include information: (a) already known to us, (b) publicly available, (c) subsequently acquired by us from other sources without a breach of these Terms and Conditions, (d) disclosure that is necessary to perform the Services, (e) required to be produced by law or government order, or accreditation authority, or (f) related to a product bearing a UL Mark that should be disclosed to us or our affiliates pursuant to another agreement with you.
- 16. Samples.** If we require sample examination, you will ship samples to us at your expense. Upon completion of testing, the samples will be destroyed, unless other arrangements are made for return of the samples at your expense. You acknowledge that testing and sample preparation may damage or destroy the sample(s), for which we will not be liable.
- 17. LIMITATION OF LIABILITY.** OUR LIABILITY FOR ANY CLAIMS FOR LOSS, DAMAGE, OR EXPENSE OF ANY NATURE AND HOWSOEVER ARISING FOR ANY BREACH OF CONTRACT AND/OR ANY FAILURE TO EXERCISE APPROPRIATE SKILL AND CARE BY US WILL UNDER NO CIRCUMSTANCE EXCEED THE FEES RECEIVED FOR THE SPECIFIC SERVICES WHICH GIVE RISE TO SUCH CLAIMS. UNDER NO CIRCUMSTANCE WILL WE HAVE ANY LIABILITY FOR ANY CLAIMS FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO: LOSS OF PROFITS, GOODWILL, USE, DATA, FUTURE BUSINESS, OR PRODUCTION; CANCELLATION OF CONTRACTS ENTERED INTO BY YOU; OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). UNDER NO CIRCUMSTANCE WILL WE BE LIABLE TO YOU FOR ANY CLAIMS FOR LOSS, DAMAGE, OR EXPENSE UNLESS SUCH CLAIM IS BROUGHT UNDER SECTION 25 (DISPUTES) WITHIN TWELVE MONTHS AFTER THE DATE OF THE PERFORMANCE BY US OF THE SERVICES WHICH GIVE RISE TO THE CLAIM OR, IN THE EVENT OF ANY ALLEGED NON-PERFORMANCE, WITHIN TWELVE MONTHS OF THE DATE WHEN SUCH SERVICES SHOULD HAVE BEEN COMPLETED.
- 18. Indemnification.** You will defend, hold harmless, and indemnify us and our officers, directors, trustees, employees, agents, or subcontractors against all claims made by any third party for loss, damage, or expense arising out of these Terms and Conditions, including without limitation, the performance or non-performance of any Services or the Web Services.
- 19. Waiver.** Any failure by a party to insist upon the performance of any section of these Terms and Conditions will not constitute a waiver of any rights under these Terms and Conditions or future performance of that section.
- 20. No Third Party Beneficiaries.** The parties intend that no provisions of these Terms and Conditions will in any way bind or benefit any third party or the public at large and that no third party will have any rights or cause of action under these Terms and Conditions. In particular, in the event Singapore law governs these Terms and Conditions pursuant to Section 24 (Governing Law), a person or entity who is not a party to these Terms and Conditions will have no right under the Contracts (Rights of Third Parties) Act (Chapter 53B) to enforce any term of these Terms and Conditions, regardless of whether such person or entity has been identified by name, as a member of a class, or as answering a particular description.
- 21. No Assignment.** Neither party may assign any of its rights or obligations under these Terms and Conditions to any other person without the other party's written authorization. However, we may, upon written notice, assign our rights and obligations under these Terms and Conditions to any of our affiliates or subsidiaries.
- 22. Subcontracting.** We may use subcontractors for certain testing or other Services. All subcontractors will meet our current qualification requirements and will comply with our requirements for confidentiality, conflicts of interest, and ethical standards.
- 23. Termination and Notice.** These Terms and Conditions will continue in effect until terminated by either party upon thirty days written notice or, in the event of your breach of these Terms and Conditions, immediately upon receipt of written notice to you. You will pay those fees and expenses incurred by us prior to termination. Notice to either party may be made by hand delivery, courier service, mail, facsimile, or e-mail transmission at the receiving party's designated principal place of business. Notice to us must be sent both to: UL Verification Services Pte. Ltd, Attn: President, 1 Maritime Square, Harbour Front Centre, #11-03, Singapore 099253 with a copy to UL LLC, Attn.: General Counsel at 333 Pfingsten Road, Northbrook, Illinois 60062. Notice will be effective upon receipt.
- 24. Governing Law:** These Terms and Conditions will be governed and interpreted by the laws of the State of Illinois, United States of America, except if: (i) UL Contracting Party's principal place of business is Asia, Australia, or New Zealand, then Singapore law, and (ii) UL Contracting Party's principal place of business is Europe, then Swiss law, without reference to the applicable jurisdiction's choice of law principles.
- 25. Disputes.** Any dispute or disagreement, other than nonpayment of fees, relating to these Terms and Conditions or the Services, will be settled by confidential, binding arbitration administered by the International Centre for Dispute Resolution of the American Arbitration Association ("AAA") pursuant to the AAA Commercial Arbitration Rules and the Procedures for Large, Complex Commercial Disputes. The arbitration venue will be Chicago, Illinois, except if: (i) UL Contracting Party's principal place of business is in Europe, the venue will be Geneva, Switzerland, and (ii) UL Contracting Party's principal place of business is in Asia, Australia, or New Zealand, the venue will be Singapore, Republic of Singapore. The arbitration will be conducted before a panel of three (3) arbitrators. The arbitration panel will be selected as follows: the parties will request a list of ten (10) arbitrators drawn from the AAA's panel of commercial arbitrators (who are experienced in and familiar with the AAA's Procedures for Large, Complex Commercial Disputes). From this list, both parties will each choose one arbitrator. After they have been notified of their panel selection, the two (2) arbitrators will agree on a third arbitrator from the list of ten (10), who will be the chair of the panel, and the panel will be final. The decision of the majority of the arbitrators will be the panel's decision. The arbitrators will not have the authority to add, change, or disregard any term of these Terms and Conditions to award incidental, consequential, or punitive damages (including, but not limited to, loss of use, unjust enrichment, and/or lost profits), or exceed the remedies provided by the limitation of liability of these Terms and Conditions. The panel's decision will be binding and judgment on the arbitration award may be entered by a court of competent jurisdiction. Arbitration will be the final remedy for any dispute between the parties arising out of these Terms and Conditions, provided, however, that nothing herein will prevent either party from seeking a court order for injunctive relief (in addition to other remedies) to stop or prevent misuse or misappropriation of its marks, confidential or proprietary information, or infringement of its intellectual property, in a court of law. All arbitrations will be conducted in English.
- 26. Severability.** If any section of these Terms and Conditions is held invalid, void, or unenforceable for any reason that section will be severed, and all other sections of these Terms and Conditions will remain valid to the extent permissible under law.
- 27. Modifications.** These Terms and Conditions are the entire and complete agreement between the parties and supersede any other communications, representations, or agreements with respect to its subject matter. Under no circumstances will any preprinted, additional, or different terms and conditions on your requests for quotation, purchase orders, invoices, sales or marketing materials, emails, any acceptance communications, or other business documents apply to any Services or Quotation or bind us in any manner. Modifications that have not been made by us or that have not been accepted by us in a written or emailed confirmation from us are not accepted by us, and commencement of performance will not signify acceptance by us of any such modifications. Any such modifications are excluded from our agreement, and such modifications will not be a binding agreement on us.
- 28. Order of Precedence.** Except for conflicts with Section 3 (Payment Terms), Section 5 (Estimated Schedule and Price) and Section 10 (Cancellation Fees), these Terms and Conditions will take precedence over any conflicting terms in any Quotation.
- 29. Electronic Signature.** These Terms and Conditions may be executed and delivered by facsimile, PDF, or by means of other electronic signature. Our electronic, digital, or hard copies of these Terms and Conditions, your acceptance, and Quotations as signed, or otherwise accepted, by you will be the true, complete, valid, authentic, and enforceable copies of these documents. You agree that you will not contest the admissibility or enforceability of our copies in a court or any proceeding arising out of such documents.
- 30. Force Majeure.** Neither party will be liable for any failure or delay in the performance of its obligations due to fire, flood, earthquake, elements of nature, or acts of God, acts of war, terrorism, riots, civil disorder, rebellions, or other similar cause beyond the reasonable control of the party affected, provided such default or delay: (i) could not have been prevented by reasonable precautions; (ii) cannot reasonably be circumvented; (iii) and the party hindered or delayed immediately notifies the other party describing the circumstance causing delay.