

TEST REPORT

TEST REPORT NO : 1002292914
Apr 28,2024
Page : 1 of 14

Applicant:	Calibre International LLC	Test Date:	Apr 17 – Apr 28, 2024
Address:	6250 N Irwindale Ave, Irwindale, California 91702	Received Date:	Apr 17, 2024
Contact Person:	Joyce Ngan / Jason Tai	Contact Info:	jngan@highcaliberline.com / jtai@highcaliberline.com

Sample Description:	Pen Products	Export To:	USA
Manufacturer:	High Caliber Line	Country of Origin:	China
SKU No:	/		

<u>Test Item</u>	<u>Conclusion</u>
Total Lead (Pb) Content [With Reference to CA 65 Requirement]	PASS
Total Lead Content in Substrates [Consumer Product Safety Improvement Act of 2008(CPSIA)]	PASS
Total Lead Content [Canada Consumer Products Containing Lead Regulations (SOR/2018-83)] (CCPSA requirement)	PASS
Total Phthalates Content [With Reference to CA 65 Requirement]	PASS
Total Phthalates Content [16 CFR 1307.3 Prohibition of children's toys and child care articles containing specified phthalates]	PASS
Total Phthalates Content [Canada Phthalates Regulations (SOR/2016-188)]	PASS
Remark:	
1. The results relate only to the samples tested.	
2. Selected test(s) as requested by applicant.	

***** End of Page *****

For and on behalf of
UL VS Shanghai Limited



Lester. Xie- VS Operation Manager

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TEST REPORT

TEST REPORT NO : 1002292914
Apr 28,2024
Page : 2 of 14
Sample Information :

Sample	Product
001	Blue transparent plastic
002	Pink transparent plastic
003	Yellow transparent plastic
004	Dark Green transparent plastic
005	Orange transparent plastic
006	White plastic body
007	Blue pen head
008	Pink pen head
009	Yellow pen head
010	Dark Green pen head
011	Orange pen head
012	Blue plastic
013	Pink plastic
014	Yellow plastic
015	Dark Green plastic
016	Orange plastic
017	White plastic body
018	Red paper body
019	Black paper body
020	Beige paper body
021	Blue paper body
022	Red plastic pen clip
023	Black plastic pen clip
024	Brown plastic pen clip
025	Blue plastic pen clip
026	Brown plastic pen tip
027	Wood colored paper body
028	Green plastic pen clip/ tip
029	Blue plastic pen clip/ tip
030	Beige plastic pen clip/ tip
031	Black plastic pen clip/ tip

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214-OP-F0001 (2024-03-11)

TEST REPORT

TEST REPORT NO : 1002292914**Apr 28,2024**

Page : 3 of 14

Sample Information :

Sample	Product
032	White metal body
033	Grey metal body
034	Black metal body
035	Blue metal body
036	Grey metal pen clip
037	Wooden pen tail
038	Grey plastic pen tip
039	Grey plastic body
040	Blue plastic body
041	Black plastic body
042	Red plastic body
043	Grey plastic part
044	Blue plastic part
045	Black plastic part
046	Red plastic part
047	Silver metal pen clip
048	Black plastic pen cover
049	Blue plastic pen cover
050	Grey plastic body

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214-OP-F0001 (2024-03-11)

TEST REPORT

TEST REPORT NO : 1002292914
Apr 28,2024

Page : 4 of 14

1. Total Lead (Pb) Content [With Reference to CA 65 Requirement]

 Test Method : CPSC-CH-E1001-08.3 (Metal Substrates) / CPSC-CH-E1002-08.3 Section IA & IIA (Non-Metal Substrates) /
 Detection Limit : 20mg/kg

<u>Sample</u>	<u>Result(mg/kg)</u>	<u>Client's Requirement (mg/kg)</u>	
001+002+003	<20.0	Max. 90	PASS
004+005+006	<20.0	Max. 90	PASS
007+008+009	<20.0	Max. 90	PASS
010+011	<20.0	Max. 90	PASS
012+013+014	<20.0	Max. 90	PASS
015+016+017	<20.0	Max. 90	PASS
018+019+020	<20.0	Max. 90	PASS
021+027	<20.0	Max. 90	PASS
022+023+024	<20.0	Max. 90	PASS
025+026+028	<20.0	Max. 90	PASS
029+030+031	<20.0	Max. 90	PASS
032	32.8	Max. 90	PASS
033	30.1	Max. 90	PASS
034	29.7	Max. 90	PASS
035	32.4	Max. 90	PASS
036	37.8	Max. 90	PASS
037	<20.0	Max. 90	PASS
038+039+040	<20.0	Max. 90	PASS
041+042+043	<20.0	Max. 90	PASS
044+045+046	<20.0	Max. 90	PASS
047	42.4	Max. 90	PASS
048+049+050	<20.0	Max. 90	PASS

"<" means less than ; ">" means greater than ; "mg/kg" means milligrams per kilogram

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TEST REPORT

TEST REPORT NO : 1002292914
Apr 28,2024

Page : 5 of 14

2. Total Lead Content in Substrates [Consumer Product Safety Improvement Act of 2008(CPSIA)]

Test Method : CPSC-CH-E1001-08.3 (Metal Substrates) / CPSC-CH-E1002-08.3 Section IA & IIA (Non-Metal Substrates) /

The submitted sample(s) must not exceed the total lead limit of 100 milligrams per kilogram for substrate materials as stated in CPSIA

Detection Limit : 20mg/kg

<u>Sample</u>	<u>Result(mg/kg)</u>	<u>Requirement (mg/kg)</u>	
001+002+003	<20.0	Max. 90	PASS
004+005+006	<20.0	Max. 90	PASS
007+008+009	<20.0	Max. 90	PASS
010+011	<20.0	Max. 90	PASS
012+013+014	<20.0	Max. 90	PASS
015+016+017	<20.0	Max. 90	PASS
018+019+020	<20.0	Max. 90	PASS
021+027	<20.0	Max. 90	PASS
022+023+024	<20.0	Max. 90	PASS
025+026+028	<20.0	Max. 90	PASS
029+030+031	<20.0	Max. 90	PASS
032	32.8	Max. 90	PASS
033	30.1	Max. 90	PASS
034	29.7	Max. 90	PASS
035	32.4	Max. 90	PASS
036	37.8	Max. 90	PASS
037	<20.0	Max. 90	PASS
038+039+040	<20.0	Max. 90	PASS
041+042+043	<20.0	Max. 90	PASS
044+045+046	<20.0	Max. 90	PASS
047	42.4	Max. 90	PASS
048+049+050	<20.0	Max. 90	PASS

“<” means less than ; “>” means greater than ; “mg/kg” means milligrams per kilogram

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214-OP-F0001 (2024-03-11)

TEST REPORT

TEST REPORT NO : 1002292914
Apr 28,2024

Page : 6 of 14

3. Total Lead Content [Canada Consumer Products Containing Lead Regulations (SOR/2018-83)] (CCPSA requirement)

Test Method : CPSC-CH-E1001-08.3 (Metal Substrates) / CPSC-CH-E1002-08.3 Section IA & IIA (Non-Metal Substrates) /

Accessible part(s) of the following items shall not have total lead content greater than 90 milligrams per kilogram as per Canada Consumer Products Containing Lead Regulations (SOR/2018-83):

Detection Limit : 20mg/kg

Sample	Result(mg/kg)	Requirement (mg/kg)	
001+002+003	<20.0	Max. 90	PASS
004+005+006	<20.0	Max. 90	PASS
007+008+009	<20.0	Max. 90	PASS
010+011	<20.0	Max. 90	PASS
012+013+014	<20.0	Max. 90	PASS
015+016+017	<20.0	Max. 90	PASS
018+019+020	<20.0	Max. 90	PASS
021+027	<20.0	Max. 90	PASS
022+023+024	<20.0	Max. 90	PASS
025+026+028	<20.0	Max. 90	PASS
029+030+031	<20.0	Max. 90	PASS
032	32.8	Max. 90	PASS
033	30.1	Max. 90	PASS
034	29.7	Max. 90	PASS
035	32.4	Max. 90	PASS
036	37.8	Max. 90	PASS
037	<20.0	Max. 90	PASS
038+039+040	<20.0	Max. 90	PASS
041+042+043	<20.0	Max. 90	PASS
044+045+046	<20.0	Max. 90	PASS
047	42.4	Max. 90	PASS
048+049+050	<20.0	Max. 90	PASS

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TEST REPORT

TEST REPORT NO : 1002292914
Apr 28,2024

Page : 7 of 14

4. Total Phthalates Content [With Reference to CA 65 Requirement]

Test Method : CPSC-CH-C1001-09.4

	Sample 001+002+003	Sample 004+005+006	Sample 007+008+009	Sample 010+011	Client's Requirement (%)
Item	Result (%)	Result (%)	Result (%)	Result (%)	Individual
BBP	< 0.01	< 0.01	< 0.01	< 0.01	< 0.1
DBP	< 0.01	< 0.01	< 0.01	< 0.01	< 0.1
DEHP	< 0.01	< 0.01	< 0.01	< 0.01	< 0.1
DNHP	< 0.01	< 0.01	< 0.01	< 0.01	< 0.1
DINP	< 0.02	< 0.02	< 0.02	< 0.02	< 0.1
DIDP	< 0.02	< 0.02	< 0.02	< 0.02	< 0.1
DNOP	< 0.01	< 0.01	< 0.01	< 0.01	< 0.1
	PASS	PASS	PASS	PASS	
	Sample 012+013+014	Sample 015+016+017	Sample 022+023+024	Sample 025+026+028	Client's Requirement (%)
Item	Result (%)	Result (%)	Result (%)	Result (%)	Individual
BBP	< 0.01	< 0.01	< 0.01	< 0.01	< 0.1
DBP	< 0.01	< 0.01	< 0.01	< 0.01	< 0.1
DEHP	< 0.01	< 0.01	< 0.01	< 0.01	< 0.1
DNHP	< 0.01	< 0.01	< 0.01	< 0.01	< 0.1
DINP	< 0.02	< 0.02	< 0.02	< 0.02	< 0.1
DIDP	< 0.02	< 0.02	< 0.02	< 0.02	< 0.1
DNOP	< 0.01	< 0.01	< 0.01	< 0.01	< 0.1
	PASS	PASS	PASS	PASS	

Remark:
 Method detected limit: BBP/DBP/DEHP/DNHP=0.01% ; DINP/DIDP=0.02%
 Benzyl butyl phthalate , BBP; Dibutyl phthalate , DBP; Bis(2-ethylhexyl) phthalate , DEHP
 Di-n-hexyl phthalate , DNHP; Di-iso-nonyl phthalate , DINP; Diisodecyl phthalate , DIDP ; Di-n-octyl phthalate, DNOP

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TEST REPORT

TEST REPORT NO : 1002292914
Apr 28,2024

Page : 8 of 14

Total Phthalates Content [With Reference to CA 65 Requirement]

Test Method : CPSC-CH-C1001-09.4

	Sample 029+030+031	Sample 038+039+040	Sample 041+042+043	Sample 044+045+046	Client's Requirement (%)
Item	Result (%)	Result (%)	Result (%)	Result (%)	Individual
BBP	< 0.01	< 0.01	< 0.01	< 0.01	< 0.1
DBP	< 0.01	< 0.01	< 0.01	< 0.01	< 0.1
DEHP	< 0.01	< 0.01	< 0.01	< 0.01	< 0.1
DNHP	< 0.01	< 0.01	< 0.01	< 0.01	< 0.1
DINP	< 0.02	< 0.02	< 0.02	< 0.02	< 0.1
DIDP	< 0.02	< 0.02	< 0.02	< 0.02	< 0.1
DNOP	< 0.01	< 0.01	< 0.01	< 0.01	< 0.1
	PASS	PASS	PASS	PASS	
	Sample 048+049+050			Client's Requirement (%)	
Item	Result (%)			Individual	
BBP	< 0.01			< 0.1	
DBP	< 0.01			< 0.1	
DEHP	< 0.01			< 0.1	
DNHP	< 0.01			< 0.1	
DINP	< 0.02			< 0.1	
DIDP	< 0.02			< 0.1	
DNOP	< 0.01			< 0.1	
	PASS				
Remark:					
Method detected limit: BBP/DBP/DEHP/DNHP=0.01% ; DINP/DIDP=0.02%					
Benzyl butyl phthalate , BBP; Dibutyl phthalate , DBP; Bis(2-ethylhexyl) phthalate , DEHP					
Di-n-hexyl phthalate , DNHP; Di-iso-nonyl phthalate , DINP; Diisodecyl phthalate , DIDP ; Di-n-octyl phthalate, DNOP					

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214-OP-F0001 (2024-03-11)

TEST REPORT

TEST REPORT NO : 1002292914
Apr 28,2024

Page : 9 of 14

5. Total Phthalates Content [16 CFR 1307.3 Prohibition of children's toys and child care articles containing specified phthalates]

Test Method : CPSC-CH-C1001-09.4

	Sample 001+002+003	Sample 004+005+006	Sample 007+008+009	Sample 010+011	Client's Requirement (%)
Item	Result (%)	Result (%)	Result (%)	Result (%)	Individual
BBP	< 0.01	< 0.01	< 0.01	< 0.01	< 0.1
DBP	< 0.01	< 0.01	< 0.01	< 0.01	< 0.1
DEHP	< 0.01	< 0.01	< 0.01	< 0.01	< 0.1
DNHP	< 0.01	< 0.01	< 0.01	< 0.01	< 0.1
DINP	< 0.02	< 0.02	< 0.02	< 0.02	< 0.1
DIDP	< 0.02	< 0.02	< 0.02	< 0.02	< 0.1
DNOP	< 0.01	< 0.01	< 0.01	< 0.01	< 0.1
	PASS	PASS	PASS	PASS	
	Sample 012+013+014	Sample 015+016+017	Sample 022+023+024	Sample 025+026+028	Client's Requirement (%)
Item	Result (%)	Result (%)	Result (%)	Result (%)	Individual
BBP	< 0.01	< 0.01	< 0.01	< 0.01	< 0.1
DBP	< 0.01	< 0.01	< 0.01	< 0.01	< 0.1
DEHP	< 0.01	< 0.01	< 0.01	< 0.01	< 0.1
DNHP	< 0.01	< 0.01	< 0.01	< 0.01	< 0.1
DINP	< 0.02	< 0.02	< 0.02	< 0.02	< 0.1
DIDP	< 0.02	< 0.02	< 0.02	< 0.02	< 0.1
DNOP	< 0.01	< 0.01	< 0.01	< 0.01	< 0.1
	PASS	PASS	PASS	PASS	

Remark:
 Method detected limit: BBP/DBP/DEHP/DNHP=0.01% ; DINP/DIDP=0.02%
 Benzyl butyl phthalate , BBP; Dibutyl phthalate , DBP; Bis(2-ethylhexyl) phthalate , DEHP
 Di-n-hexyl phthalate , DNHP; Di-iso-nonyl phthalate , DINP; Diisodecyl phthalate , DIDP ; Di-n-octyl phthalate, DNOP

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TEST REPORT

TEST REPORT NO : 1002292914
Apr 28,2024

Page : 10 of 14

Total Phthalates Content [16 CFR 1307.3 Prohibition of children's toys and child care articles containing specified phthalates]

Test Method : CPSC-CH-C1001-09.4

	Sample 029+030+031	Sample 038+039+040	Sample 041+042+043	Sample 044+045+046	Client's Requirement (%)
Item	Result (%)	Result (%)	Result (%)	Result (%)	Individual
BBP	< 0.01	< 0.01	< 0.01	< 0.01	< 0.1
DBP	< 0.01	< 0.01	< 0.01	< 0.01	< 0.1
DEHP	< 0.01	< 0.01	< 0.01	< 0.01	< 0.1
DNHP	< 0.01	< 0.01	< 0.01	< 0.01	< 0.1
DINP	< 0.02	< 0.02	< 0.02	< 0.02	< 0.1
DIDP	< 0.02	< 0.02	< 0.02	< 0.02	< 0.1
DNOP	< 0.01	< 0.01	< 0.01	< 0.01	< 0.1
	PASS	PASS	PASS	PASS	
	Sample 048+049+050			Client's Requirement (%)	
Item	Result (%)			Individual	
BBP	< 0.01			< 0.1	
DBP	< 0.01			< 0.1	
DEHP	< 0.01			< 0.1	
DNHP	< 0.01			< 0.1	
DINP	< 0.02			< 0.1	
DIDP	< 0.02			< 0.1	
DNOP	< 0.01			< 0.1	
	PASS				
Remark:					
Method detected limit: BBP/DBP/DEHP/DNHP=0.01% ; DINP/DIDP=0.02%					
Benzyl butyl phthalate , BBP; Dibutyl phthalate , DBP; Bis(2-ethylhexyl) phthalate , DEHP					
Di-n-hexyl phthalate , DNHP; Di-iso-nonyl phthalate , DINP; Diisodecyl phthalate , DIDP ; Di-n-octyl phthalate, DNOP					

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214-OP-F0001 (2024-03-11)

TEST REPORT

TEST REPORT NO : 1002292914
Apr 28,2024

Page : 11 of 14

6. Total Phthalates Content [Canada Phthalates Regulations (SOR/2016-188)]

Test Method : CPSC-CH-C1001-09.4

Criteria: 1. DEHP, DBP, BBP content shall not individually be more than 0.1% by weight in any children's toys and child care articles.

2. DINP, DIDP, DNOP content shall not individually be more than 0.1% by weight in any children's toys that can be placed in a child's mouth and child care articles.

	Sample 001+002+003	Sample 004+005+006	Sample 007+008+009	Sample 010+011	Client's Requirement (%)
Item	Result (%)	Result (%)	Result (%)	Result (%)	Individual
BBP	< 0.01	< 0.01	< 0.01	< 0.01	< 0.1
DBP	< 0.01	< 0.01	< 0.01	< 0.01	< 0.1
DEHP	< 0.01	< 0.01	< 0.01	< 0.01	< 0.1
DNHP	< 0.01	< 0.01	< 0.01	< 0.01	< 0.1
DINP	< 0.02	< 0.02	< 0.02	< 0.02	< 0.1
DIDP	< 0.02	< 0.02	< 0.02	< 0.02	< 0.1
DNOP	< 0.01	< 0.01	< 0.01	< 0.01	< 0.1
	PASS	PASS	PASS	PASS	
	Sample 012+013+014	Sample 015+016+017	Sample 022+023+024	Sample 025+026+028	Client's Requirement (%)
Item	Result (%)	Result (%)	Result (%)	Result (%)	Individual
BBP	< 0.01	< 0.01	< 0.01	< 0.01	< 0.1
DBP	< 0.01	< 0.01	< 0.01	< 0.01	< 0.1
DEHP	< 0.01	< 0.01	< 0.01	< 0.01	< 0.1
DNHP	< 0.01	< 0.01	< 0.01	< 0.01	< 0.1
DINP	< 0.02	< 0.02	< 0.02	< 0.02	< 0.1
DIDP	< 0.02	< 0.02	< 0.02	< 0.02	< 0.1
DNOP	< 0.01	< 0.01	< 0.01	< 0.01	< 0.1
	PASS	PASS	PASS	PASS	
Remark:					
Method detected limit: BBP/DBP/DEHP/DNHP=0.01% ; DINP/DIDP=0.02%					
Benzyl butyl phthalate , BBP; Dibutyl phthalate , DBP; Bis(2-ethylhexyl) phthalate , DEHP					
Di-n-hexyl phthalate , DNHP; Di-iso-nonyl phthalate , DINP; Diisodecyl phthalate , DIDP ; Di-n-octyl phthalate, DNOP					

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214-OP-F0001 (2024-03-11)

TEST REPORT

TEST REPORT NO : 1002292914
Apr 28,2024

Page : 12 of 14

Total Phthalates Content [Canada Phthalates Regulations (SOR/2016-188)]

Test Method : CPSC-CH-C1001-09.4

Criteria: 1. DEHP, DBP, BBP content shall not individually be more than 0.1% by weight in any children's toys and child care articles.

2. DINP, DIDP, DNOP content shall not individually be more than 0.1% by weight in any children's toys that can be placed in a child's mouth and child care articles.

	Sample 029+030+031	Sample 038+039+040	Sample 041+042+043	Sample 044+045+046	Client's Requirement (%)
<u>Item</u>	<u>Result (%)</u>	<u>Result (%)</u>	<u>Result (%)</u>	<u>Result (%)</u>	<u>Individual</u>
BBP	< 0.01	< 0.01	< 0.01	< 0.01	< 0.1
DBP	< 0.01	< 0.01	< 0.01	< 0.01	< 0.1
DEHP	< 0.01	< 0.01	< 0.01	< 0.01	< 0.1
DNHP	< 0.01	< 0.01	< 0.01	< 0.01	< 0.1
DINP	< 0.02	< 0.02	< 0.02	< 0.02	< 0.1
DIDP	< 0.02	< 0.02	< 0.02	< 0.02	< 0.1
DNOP	< 0.01	< 0.01	< 0.01	< 0.01	< 0.1
	PASS	PASS	PASS	PASS	
	Sample 048+049+050			Client's Requirement (%)	
<u>Item</u>	<u>Result (%)</u>			<u>Individual</u>	
BBP	< 0.01			< 0.1	
DBP	< 0.01			< 0.1	
DEHP	< 0.01			< 0.1	
DNHP	< 0.01			< 0.1	
DINP	< 0.02			< 0.1	
DIDP	< 0.02			< 0.1	
DNOP	< 0.01			< 0.1	
	PASS				
Remark:					
Method detected limit: BBP/DBP/DEHP/DNHP=0.01% ; DINP/DIDP=0.02%					
Benzyl butyl phthalate , BBP; Dibutyl phthalate , DBP; Bis(2-ethylhexyl) phthalate , DEHP					
Di-n-hexyl phthalate , DNHP; Di-iso-nonyl phthalate , DINP; Diisodecyl phthalate , DIDP ; Di-n-octyl phthalate, DNOP					

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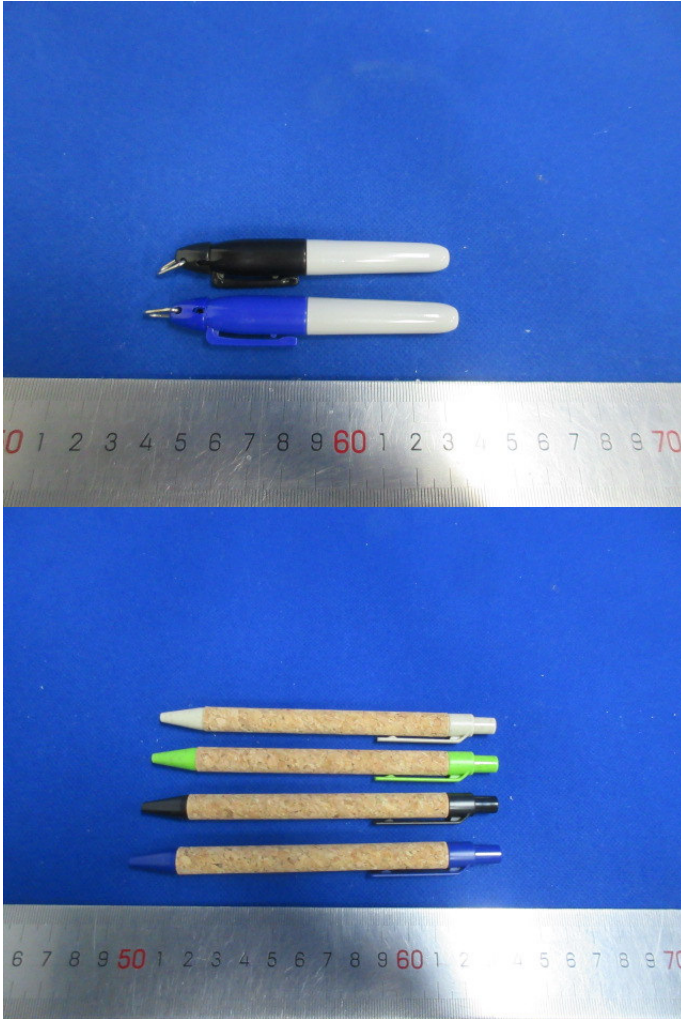
TEST REPORT

TEST REPORT NO: 1002292914

Apr 28, 2024

Page :

13 of 14



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TEST REPORT

TEST REPORT NO: 1002292914

Apr 28, 2024

Page :

14 of 14



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- 3. Payment Terms.** You will pay, without set off, our fees and related expenses in accordance with our then current pricing or as set out on 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.
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- 12. Your Information.** You represent and warrant that all information and data provided to us by you, or on your behalf ("Your Information"), 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 INCLUDING WITHOUT LIMITATION CLAIMS 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, governmental actions, epidemics, 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.