



TEST REPORT NO: C70312152

Sep 27, 2021

Page : 1 of 12

Applicant : CORTINA NV
Address : MEERSBLOEM-MELDEN 42, 9700
OUDENAARDE,BELGIUM

Test Date : Sep 27, 2021
Received Date: Sep 18, 2021

Contact Person : PETER DE MEZURE

Sample Description: Men Casual High Outdoor

Buyer: /

Sample Type: /

Article No.: GRASS

Size: /

Export To: /

TEST_TYPE: /

Order No.: /

Color: BLACK

Remark:

- (1) The result relates only to the items tested.
- (2) All tests were performed according to applicant's requirement

For and on behalf of:

UL vs Shanghai limited Shenzhen branch



Mrs. Cola Cai
Consumer Engineering Manager II

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3-4F Qingyi Supermask Photoelectricity Building, No.8 Langshan 2nd Road,
North High-Tech Industrial Park, Nanshan District, Shenzhen, P.R. China

优力胜邦质量检测(上海)有限公司深圳分公司
广东省深圳市南山区高新科技园北区朗山二路8号清溢光电大厦三、四楼
电话(T): 755-26018600 / 传真(F): 755-26018626 / 网址(W): W: ul.com



TEST REPORT NO : C70312152

Sep 27, 2021

Page : 2 of 12

<u>Test Item</u>	<u>Conclusion</u>
Detection of the Use of Banned Azo Colourants	PASS
Nonylphenol (NP) & Nonylphenol Ethoxylates (NPEOs)	PASS
Dimethyl Fumarate (DMFu)	PASS
Free and Hydrolised Formaldehyde in Textiles	PASS
Total Cadmium Content	PASS
Total Lead Content In Substrate	PASS
Total Phenylmercury Content	PASS
Organotin Compounds	PASS
Polycyclic Aromatic Hydrocarbon (PAH)	PASS
Determination Of Flame Retardant Content	PASS
Pentachlorophenol (PCP)	PASS
Total Phthalates Content	PASS
Volatile Organic Compounds (VOC)	PASS
Remark:	
1. The results relate only to the samples tested.	
2. "NC"=No Comment, "NA"=Not Applicable, " * " See the attached test results details.	

Sample Information :

Sample	Product
001	whole shoes
002	black plastic w/ green/white print (upper - plastic/print)
003	black plastic (buckle - plastic)
004	black fabric (lining - textile)
005	black fabric w/ transparent/green/white print (sock - textile/print)
006	white fabric w/ green/black print (lining label - textile/print)
007	grey-black plastic (interlining - plastic)
008	dull green plastic (toe puff - plastic)
009	orange foam (insole padding - foam)
010	black foam (insole padding - foam)
011	grey plastic (insole - plastic)
012	black plastic (outsole - plastic)

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优力胜邦质量检测(上海)有限公司深圳分公司
 广东省深圳市南山区高新科技园北区朗山二路8号清溢光电大厦三、四楼
 电话(T): 755-26018600 / 传真(F): 755-26018626 / 网址(W): W: ul.com



1. **Detection of the Use of Banned Azo Colourants [Annex XVII Entry 43 Of The Regulation (EC) no. 1907/2006 (REACH) With Further Amendment]**

Banned azo Colourants per European Law (Regulation (EC) No. 1907/2006 on REACH Annex XVII item no. 43 and appendix 8 as amended by commission regulation (EC) no. 552/2009) are such Colourants that may form one of the following amines by splitting up one or more azo groups.			
Test method according to the official test procedures EN ISO 14362-1:2017 for textile, EN ISO 17234-1:2020 for leather materials. The presence of 4-aminoazobenzene is determined by EN ISO 14362-3:2017 for textile, EN ISO 17234-2:2011 for leather materials. Removal of fat by n-hexane (in case of leather), treatment with citric buffer, reductive cleavage with sodium dithionite, extraction with ether, detection by GC/MS and/or HPLC/DAD. (Detection limit: 5 mg/kg)			
BENZIDINE (CAS No. 92-87-5)		3,3'-DIMETHYLBENZIDINE (CAS No. 119-93-7)	
4-AMINODIPHENYL (CAS No. 92-67-1)		3,3'-DIMETHYL-4,4'-DIAMINODIPHENYLMETHANE (CAS No. 838-88-0)	
4-CHLORO-O-TOLUIDINE (CAS No. 95-69-2)		P-CRESIDINE (CAS No. 120-71-8)	
2-NAPHTHYLAMINE (CAS No. 91-59-8)		4,4'-METHYLENE-BIS-(2-CHLOROANILINE) (CAS No. 101-14-4)	
O-AMINOAZOTOLUENE (CAS No. 97-56-3)		4,4'-OXYDIANILINE (CAS No. 101-80-4)	
2-AMINO-4-NITROTOLUENE (CAS No. 99-55-8)		4,4'-THIODIANILINE (CAS No. 139-65-1)	
P-CHLOROANILINE (CAS No. 106-47-8)		O-TOLUIDINE (CAS No. 95-53-4)	
2,4'-DIAMINOANISOLE (CAS No. 615-05-4)		2,4,5-TRIMETHYLANILINE (CAS No. 137-17-7)	
4,4'-DIAMINODIPHENYLMETHANE (CAS No. 101-77-9)		2,4-TOLUYLENEDIAMINE (CAS No. 95-80-7)	
3,3'-DICHLOROBENZIDINE (CAS No. 91-94-1)		O-ANISIDINE (CAS No. 90-04-0)	
3,3'-DIMETHOXYBENZIDINE (CAS No. 119-90-4)		4-AMINOAZOBENZENE (CAS No. 60-09-3)	
Sample	Test Method	Result (Amine Detected)	Rating
004+006	EN ISO 14362-1:2017(Without extraction)	ND	PASS
005	EN ISO 14362-1:2017(Without extraction)	ND	PASS
004+005	EN ISO 14362-1:2017(With extraction)	ND	PASS
Note: Limit = 30 mg/kg			
Remark: -In the case of levels per amine component <= 30 mg/kg: not detected. According to the analysis as carried out, azo Colourants banned under the Ordinance on Commodities were not detected in the articles submitted. -In the case of levels per amine component >30 mg/kg. The analysis result suggests that the article submitted has been manufactured or treated by using azo Colourants banned under the Ordinance on Commodities. -In case of a result between 25 and 35 mg/kg. We remark that due to the error range of the method, these measurement values represent a border line case. -"ND" means Not Detected, denotes less than reporting limit. -The test results only apply to the items tested			

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SZ-FAF-001 (2017-10-12)



TEST REPORT NO : C70312152

Sep 27, 2021

Page : 4 of 12

2. **Nonylphenol (NP) & Nonylphenol Ethoxylates (NPEOs) [Annex XVII Entry 46, 46a Of The Regulation (EC) No. 1907/2006 (REACH) And Amending Commission Regulation (EU) 2018/2005]**

Test Method: NP: ISO 21084:2019 NPEOs: ISO 18254-1:2016(Textile) / ISO 17070:2015(Leather)

<u>Sample</u>	<u>Compound</u>	<u>Result (mg/kg)</u>	<u>Client Requirement(mg/kg)</u>	<u>Rating</u>
004+005+006	NP	ND	Max. 1000	PASS
	NPEO	ND	Max. 100	PASS
Remark: - Reporting Limit :10 mg/kg -All concentrations expressed in milligrams per kilogram of tested parts -"ND" means Not Detected, denotes less than reporting limit. -Method for determination of analyte are determined by LCMSMS -The test results only apply to the items tested.				

3. **Dimethyl fumarate (DMFu) Content [Annex XVII Entry 61 Of The Regulation (EC) no. 1907/2006 (REACH) With Further Amendment]**

Test Method : ISO 16186:2012

<u>Sample</u>	<u>Result (mg/kg)</u>	<u>Client Requirement (mg/kg)</u>	<u>Rating</u>
002+004+005	ND	Max. 0.1	PASS
Remark: -All concentrations expressed in milligrams per kilogram of Tested Parts -Reporting Limit : 0.02 mg/kg -"ND" mean Not Detected, denotes less than reporting limit. -The test results only apply to the items tested.			

4. **Free and Hydrolised Formaldehyde in Textiles [Annex XVII Entry 72 Of The Regulation (EC) No. 1907/2006 (REACH) With Further Amendment]**

Test Method: EN ISO 14184-1:2011

<u>Sample</u>	<u>Result(mg/kg)</u>	<u>Client Requirement(mg/kg)</u>	<u>Rating</u>
004+005+006	ND	Max.150	PASS
Remark: - Reporting Limit: 16 mg/kg -All concentrations expressed in milligrams per kilogram of tested parts -"ND" means Not Detected, denotes less than reporting limit. -Method for determination of formaldehyde is determined by UV-VIS Spectroscopy -The test results only apply to the items tested.			

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广东省深圳市南山区高新科技园北区朗山二路8号清溢光电大厦三、四楼
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5. Total Cadmium Content [Annex XVII Entry 23 Of The Regulation (EC) no. 1907/2006 (REACH) With Further Amendment]

Test Method : EN 1122:2001 Method B

Sample	Result(mg/kg)	Client Requirement(mg/kg)	Rating
002+003+005	ND	Max. 100	PASS
006+007+008	ND	Max. 100	PASS
009+010	ND	Max. 100	PASS
011+012	ND	Max. 100	PASS

Remark:
 -All concentrations expressed in milligrams per kilogram of Tested Parts
 -Reporting Limit 5 mg/kg
 -Method for determination of cadmium (Cd) is determined by Inductively Coupled Plasma Spectroscopy
 -"ND" means Not Detected, denotes less than reporting limit.
 -The test results only apply to the items tested.

6. Total Lead Content In Substrate [Annex XVII Entry 63 Of The Regulation (EC) no. 1907/2006 (REACH) With Further Amendment]

Test Method: In-house method

Sample	Result(mg/kg)	Client Requirement(mg/kg)	Rating
002+003+005	ND	Max. 300	PASS
006+007+008	ND	Max. 300	PASS
009+010	ND	Max. 300	PASS
011+012	ND	Max. 300	PASS

Remark:
 -All concentrations expressed in milligrams per kilogram of Tested Parts
 -Reporting Limit 10mg/kg
 - Method for determination of lead is determined by ICP-OES
 -"ND" means Not Detected, denotes less than reporting limit.
 -The test results only apply to the items tested.
 - *Total Lead content exceed 500mg/kg need to perform the leaching test to verify the lead migration exceed 0.05 µg/cm² per hour

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7. **Total Phenylmercury Content [Point 62 Of The Annex XVII Of The Regulation (EC) No. 1907/2006 (REACH) With Further Amendment]**

Test Method: In-House Method

<u>Analyte</u>	<u>Client Requirement (Max.)</u>	<u>Sample (mg/kg)</u>		
		002+003+005	006+007+008	009+010
Phenylmercury Acetate	100	ND	ND	ND
Phenylmercury Propionate	100	ND	ND	ND
Phenylmercury 2-ethylhexanoate	100	ND	ND	ND
Phenylmercury Octanoate	100	ND	ND	ND
Phenylmercury Neodecanoate	100	ND	ND	ND
Rating		PASS	PASS	PASS

<u>Analyte</u>	<u>Client Requirement (Max.)</u>	<u>Sample (mg/kg)</u>
		011+012
Phenylmercury Acetate	100	ND
Phenylmercury Propionate	100	ND
Phenylmercury 2-ethylhexanoate	100	ND
Phenylmercury Octanoate	100	ND
Phenylmercury Neodecanoate	100	ND
Rating		PASS

Remark:

- All concentrations expressed in milligrams per kilogram of tested parts
- Reporting Limit: 5 mg/kg
- Method for determination of mercury(hg) is determined by inductively coupled plasma spectroscopy.
- “ND” means Not Detected, denotes less than reporting limit.
- The test results only apply to the items tested.

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8. Organotin Compounds [Annex XVII Entry 20 Of The Regulation (EC) No. 1907/2006 (REACH) With Further Amendment]

Test Method: ISO/TS 16179:2012

Analyte	Requirement (%)	Reporting Limit(%)	Sample(%)		
			002+003+004	005+006+007	008+009+010
Dibutyltin (DBT)	≤ 0.1	0.001	ND	ND	ND
Diocetyltn (DOT)	≤ 0.1	0.001	ND	ND	ND
Tributyltin (TBT)	≤ 0.1	0.001	ND	ND	ND
Triphenyltin (TPhT)	≤ 0.1	0.001	ND	ND	ND
Dibutyltin Dichloride (DBTC)	≤ 0.1	0.001	ND	ND	ND
Rating			PASS	PASS	PASS

Analyte	Requirement (%)	Reporting Limit(%)	Sample(%)
			011+012
Dibutyltin (DBT)	≤ 0.1	0.001	ND
Diocetyltn (DOT)	≤ 0.1	0.001	ND
Tributyltin (TBT)	≤ 0.1	0.001	ND
Triphenyltin (TPhT)	≤ 0.1	0.001	ND
Dibutyltin Dichloride (DBTC)	≤ 0.1	0.001	ND
Rating			PASS

Remark :

-All concentrations expressed in percentage (%)

-ND mean Not Detected, denotes "less than reporting limit.

- The result expressed as SUM is calculated based on the "lower-bound criterion therefore the results below the limit of quantification are not included in the sum calculation.

-The test results only apply to the items tested.

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9. Polycyclic Aromatic Hydrocarbons (PAHs) [Annex XVII Entry 72 Of The Regulation (EC) No. 1907/2006 (REACH) With Further Amendment]

Test Method : AfPS GS 2019:01 PAK

Name of Analytes	CAS No.	Requirement (mg/kg)	Sample(mg/kg)		
			002+003+005	006+007+008	009+010
Benzo[a]anthracene	56-55-3	Each Max.1	ND	ND	ND
Benzo[a]pyrene	50-32-8		ND	ND	ND
Benzo[b]fluoranthene	205-99-2		ND	ND	ND
Benzo[e]pyrene	192-97-2		ND	ND	ND
Benzo[j]fluoranthene	205-82-3		ND	ND	ND
Benzo[k]fluoranthene	207-08-9		ND	ND	ND
Dibenzo[a,h]anthracene	53-70-3		ND	ND	ND
Chrysene	218-01-9		ND	ND	ND
Rating			PASS	PASS	PASS

Name of Analytes	CAS No.	Requirement (mg/kg)	Sample(mg/kg)
			011+012
Benzo[a]anthracene	56-55-3	Each Max.1	ND
Benzo[a]pyrene	50-32-8		ND
Benzo[b]fluoranthene	205-99-2		ND
Benzo[e]pyrene	192-97-2		ND
Benzo[j]fluoranthene	205-82-3		ND
Benzo[k]fluoranthene	207-08-9		ND
Dibenzo[a,h]anthracene	53-70-3		ND
Chrysene	218-01-9		ND
Rating			PASS

Remark:

- All concentrations expressed in milligrams per kilogram of Tested Part.
- “ND” means Not Detected, denotes less than reporting limit.
- Reporting Limit = 0.1 mg/kg
- Method for determination of PAHs are determined by Gas Chromatography Mass Selective Detector (GC-MSD)
- The test results only apply to the items tested.

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10. Determination Of Flame Retardant Content [With Reference to Point 4, 7, 8, 45 Of The Annex XVII Of The Regulation (EC) No. 1907/2006 (REACH) With C7 Amendment]

Test Method : In-house method

Analyte	Requirement (Max.)	Reporting Limit	Sample(mg/kg)		
			002+003+004	005+006+007	008+009+010
TRIS	Not Detected	5	ND	ND	ND
TEPA	Not Detected	5	ND	ND	ND
PBBs	Not Detected	5	ND	ND	ND
Octa-BDE	1000	5	ND	ND	ND
Nona-BDE	1000	5	ND	ND	ND
Rating			PASS	PASS	PASS

Analyte	Requirement (Max.)	Reporting Limit	Sample(mg/kg)
			011+012
TRIS	Not Detected	5	ND
TEPA	Not Detected	5	ND
PBBs	Not Detected	5	ND
Octa-BDE	1000	5	ND
Nona-BDE	1000	5	ND
Rating			PASS

Remark:

-All concentrations expressed in milligrams per kilogram of Tested Parts

-Method for determination of analyte is determined by GC-MSD

-“ND” means Not Detected, denotes less than reporting limit (5 mg/kg)

-Polybrominated biphenyl (PBB); Nonabromodiphenylether (Nona-BDE); Octabrominated diphenylether (OctaBDE); (2,3 dibromopropyl) phosphate (TRIS); Tris(aziridinyl)phosphin oxide (TEPA)

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SZ-FAF-001 (2017-10-12)

**11. Pentachlorophenol (PCP)**

KOH extraction followed by derivatisation with acetic anhydride and analysis with GC/ECD or GC/MS with reference to (§ 64 LFGB) BVL B 82.02-8:2001 (Textiles)& EN ISO 17070-2015 (Leather)

Sample	Result (mg/kg)		Client Requirement (mg/kg)	Rating
004+005+006	PCP	ND	Max. 5	PASS
Remark: -All concentrations expressed in milligrams per kilogram of Tested Parts -ND mean Not Detected, denotes "less than reporting limit." -Reporting Limit 0.04 mg/kg -The test results only apply to the items tested.				

12. Total Phthalates Content [Annex XVII Entry 51, 52, 72 Of The Regulation (EC) No. 1907/2006 (REACH) With Further Amendment]

Test Method : ISO TS 16181:2011

Name of Analytes	CAS No.	Requirement (Max.)	Sample(%)		
			002+003+005	006+007+008	009+010
Dibutyl Phthalate, DBP	84-74-2	-	ND	ND	ND
Benzyl Butyl Phthalate, BBP	85-68-7		ND	ND	ND
Diethylhexyl Phthalate, DEHP	117-81-7		ND	ND	ND
Diisobutyl Phthalate, DIBP	84-69-5		ND	ND	ND
Sum of DBP, BBP, DEHP & DIBP		0.1	ND	ND	ND
Diisononyl Phthalate, DINP	28553-12-0/ 68515-48-0	-	ND	ND	ND
Di-n-octyl Phthalate, DNOP	117-84-0		ND	ND	ND
Diisodecyl Phthalate, DIDP	26761-40-0/ 68515-49-1		ND	ND	ND
Sum of DINP, DNOP & DIDP		0.1	ND	ND	ND
Rating			PASS	PASS	PASS

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Name of Analytes	CAS No.	Requirement (Max.)	Sample(%)
			011+012
Dibutyl Phthalate, DBP	84-74-2	-	ND
Benzyl Butyl Phthalate, BBP	85-68-7		ND
Diethylhexyl Phthalate, DEHP	117-81-7		ND
Diisobutyl Phthalate, DIBP	84-69-5		ND
Sum of DBP, BBP, DEHP & DIBP		0.1	ND
Diisononyl Phthalate, DINP	28553-12-0/ 68515-48-0	-	ND
Di-n-octyl Phthalate, DNOP	117-84-0		ND
Diisodecyl Phthalate, DIDP	26761-40-0/ 68515-49-1		ND
Sum of DINP, DNOP & DIDP		0.1	ND
Rating			PASS
Remark: -All concentrations expressed in percentage (%) - Reporting Limit: 0.003% -"ND" means Not Detected, denotes less than reporting limit. -Method for determination of Phthalates are determined by Gas Chromatography Mass Selective Detector (GC-MSD) -The test results only apply to the items tested.			

13. Volatile Organic Compounds (VOC)

Name of Analytes	CAS No.	Reporting Limit(mg/kg)	Requirement (Max.)	Sample(mg/kg)
				001
Benzene	71-43-2	1	Total: 1000	ND
Toluene	108-88-3	20		ND
Cyclohexane	110-82-7	20		ND
Dichloromethane	75-09-2	20		ND
Chloroform	67-66-3	20		ND
1,1,2- Trichloroethane	79-00-5	20		ND
1,1,1,2- Tetrachloroethane	630-20-6	20		ND
1,1,2,2- Tetrachloroethane	79-34-5	20		ND
Pentachloroethane	76-01-7	20		ND
1,1-Dichloroethene	75-35-4	20		ND
Rating				PASS
Remark: -All concentrations expressed in milligrams per kilogram of Tested Parts -"ND" means Not Detected, denotes less than reporting limit. - For general VOC screening: GC/MS headspace 45 minutes at 120°C -The test results only apply to the items tested.				

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SZ-FAF-001 (2017-10-12)

UL VS Terms and Conditions

All services are governed by the following Terms and Conditions.

- 1. Verification Services.** The UL Contracting Party ("we", "us", or "our" as the context requires) will perform commercial testing, verification, audit, assessment, inspection, and/or other services ("Services") in accordance with your instructions as described in this order, scope of work, project proposal, quotation, or order acknowledgment ("Quotation"). The Services will be limited to an assessment of your samples' conformity to requirements, specifications, and/or protocols you have established ("Your Requirements"), and do not express any opinion regarding the bulk from which the samples were drawn. The Services do not involve any assessment or evaluation to independent safety standards, and we and our affiliates have no responsibility to make any independent safety assessment of any samples.
- 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 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 e-mailed 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.