



TEST REPORT

TEST REPORT NO: B80182180

Aug.31,2021

UL ORDER NO: 13962288

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Applicant : POLYCONCEPT GBS
 Address : 4TH FLOOR, HONGQIAO RONGGUANG BUILDING, 11 CHANGSHUN ROAD, CHANGNING DISTRICT, SHANGHAI, 200051, PRC
 Contact Person : KATHY LU
 Test Date : Aug.11 - 31,2021
 Received Date: Aug 11, 2021 & Aug 23, 2021
 Contact Info: Kathy.lu@polyconceptgbs.com

Sample Description: Grotto Ceramic Mug 16oz
 PO No.: 1906597
 1907483
 Export To: USA
 Style No: 1624-92BK/WH
 Tested Age Grading: /
 Labeled Age Grading: /
 Cty. Of Origin: /
 No. Of Sample Submitted: 6PCS/COLOR
 Vendor No.: 11162
 Factory No.: 13032
 Buyer: LEEDS

Test Item	Conclusion
Total Lead Content in Paints and Surface Coatings [Consumer Product Safety Improvement Act of 2008]	PASS
Total Lead Content in Paints and Surface Coatings [16 CFR 1303]	PASS
Total Lead Content in Paints and Surface Coatings [CA Prop. 65 Settlement]	PASS
Total Lead Content in Paints and Surface Coatings [Canada Surface Coating Materials Regulations (SOR/2016-193)]	PASS
Total Lead Content in Paints and Surface Coatings [Canada Consumer Products Containing Lead Regulations (SOR/2018-83)]	PASS
Total Lead Content in Substrates [CA Prop. 65 Settlement]	PASS
Total Lead Content in Substrates [Canada Consumer Products Containing Lead Regulations (SOR/2018-83)]	PASS
Total Phthalates Content [California Proposition 65]	PASS
Extractable Lead and Cadmium Test (Internal Surface) [FDA CPG Section 545.400 (7117.06) And 545.450 (7117.07)]	PASS
Extractable Lead and Cadmium Test (Internal Surface) [California Proposition 65 Settlement]	PASS
Extractable Lead And Cadmium Test (Rim) [California Proposition 65 Settlement]	PASS
Extractable Lead And Cadmium Test (Rim) [SGCD]	PASS
Total Bisphenol - A [United States Federal Bill H.R.432]	PASS
Extractable Lead and Cadmium (Interior Surface) [Canada SOR/2016-175]	PASS
Extractable Lead And Cadmium Test (Rim) [Canada SOR/2016-175]	PASS
FDA Test for Food Contact Polypropylene (PP) Copolymer [21 CFR 177.1520]	PASS
FDA Extraction Test for Food Contact Closure With Sealing Gaskets [21CFR 177.1210]	PASS
Remark: 1. The results relate only to the samples tested. 2. The tested Samples/Components/Test Item were selected by client.	

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Sample Information :

Sample	Product	Applicant's equivalent code / Color
001	Black plastic lid	
002	White silicone gasket	
003	White ceramic	
004	Black ceramic	
005	Transparent coating (on wood)	
006	Black coating (on metal)	
007	Grotto Ceramic Mug 16oz - white style	
008	Grotto Ceramic Mug 16oz - black style	

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For and on behalf of
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Lester. Xie- Operation Manager

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1. Total Lead Content in Paints and Surface Coatings [Consumer Product Safety Improvement Act of 2008]

Test Method : CPSC-CH-E1003-09.1 (Paints and Surface Coatings)

Detection Limit : 20mg/kg

<u>Sample</u>	<u>Result(mg/kg)</u>	<u>Requirement(mg/kg)</u>	
005+006	<20.0	Max. 90	PASS
"<" means less than ; ">" means greater than ; "mg/kg" means milligrams per kilogram			

2. Total Lead Content in Paints and Surface Coatings [16 CFR 1303]

Test Method : CPSC-CH-E1003-09.1 (Paints and Surface Coatings)

Detection Limit : 20mg/kg

<u>Sample</u>	<u>Result(mg/kg)</u>	<u>Requirement(mg/kg)</u>	
005+006	<20.0	Max. 90	PASS
"<" means less than ; ">" means greater than ; "mg/kg" means milligrams per kilogram			

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3. Total Lead Content in Paints and Surface Coatings [CA Prop. 65 Settlement]

Test Method : CPSC-CH-E1003-09.1 (Paints and Surface Coatings)

Criteria : The submitted sample(s) must not exceed the Total Lead Limit as per Client's specification for California Proposition 65 Settlements.

Detection Limit : 20mg/kg

Sample	Result(mg/kg)	Client Requirement(mg/kg)	
005+006	<20.0	Max. 90	PASS
"<" means less than ; ">" means greater than ; "mg/kg" means milligrams per kilogram			

4. Total Lead Content in Paints and Surface Coatings [Canada Surface Coating Materials Regulations (SOR/2016-193)]

Test Method : CPSC-CH-E1003-09.1 (Paints and Surface Coatings)

Detection Limit : 20mg/kg

Sample	Result(mg/kg)	Requirement(mg/kg)	
005+006	<20.0	Max. 90	PASS
"<" means less than ; ">" means greater than ; "mg/kg" means milligrams per kilogram			

5. Total Lead Content in Paints and Surface Coatings [Canada Consumer Products Containing Lead Regulations (SOR/2018-83)]

Test Method : CPSC-CH-E1003-09.1 (Paints and Surface Coatings)

Detection Limit : 20mg/kg

Sample	Result(mg/kg)	Requirement(mg/kg)	
005+006	<20.0	Max. 90	PASS
"<" means less than ; ">" means greater than ; "mg/kg" means milligrams per kilogram			

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6. Total Lead Content in Substrates [CA Prop. 65 Settlement]

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

Criteria : The submitted sample(s) must not exceed the Total Lead Limit as per Client's specification for California Proposition 65 Settlements.

Detection Limit : 20mg/kg

Sample	Result(mg/kg)	Client Requirement(mg/kg)	
001+002	<20.0	Max. 100	PASS
003+004	36.6	Max. 100	PASS
"<" means less than ; ">" means greater than ; "mg/kg" means milligrams per kilogram			

7. Total Lead Content in Substrates [Canada Consumer Products Containing Lead Regulations (SOR/2018-83)]

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	<20.0	Max. 90	PASS
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8. Total Phthalates Content [California Proposition 65]

Test Method : CPSC-CH-C1001-09.4

Item	Sample 001+002	Sample 005+006	Client Requirement (%)
	Result (%)	Result (%)	Individual
BBP	< 0.01	< 0.01	< 0.1
DBP	< 0.01	< 0.01	< 0.1
DEHP	< 0.01	< 0.01	< 0.1
DNHP	< 0.01	< 0.01	< 0.1
DINP	< 0.02	< 0.02	< 0.1
DIDP	< 0.02	< 0.02	< 0.1
	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			

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9. Extractable Lead and Cadmium Test (Internal Surface) [FDA CPG Section 545.400 (7117.06) And 545.450 (7117.07)]

Test Method: AOAC Official Method 973.32(2000)/ ASTM C738-1994(2016)

Detection limit: Lead: 0.1mg/L, Cadmium:0.02mg/L

<u>Sample</u> <u>(003)</u>	<u>Category</u>	<u>Leachable Lead</u> <u>(mg/L)</u>	<u>Leachable Cadmium</u> <u>(mg/L)</u>
Result(1)	Cup	<0.1	<0.02
Result(2)		<0.1	<0.02
Result(3)		<0.1	<0.02
Result(4)		<0.1	<0.02
Result(5)		<0.1	<0.02
Result(6)		<0.1	<0.02

"<" Means "Less Than"; "mg/L" Means "milligram per liter"

<u>Sample</u> <u>(004)</u>	<u>Category</u>	<u>Leachable Lead</u> <u>(mg/L)</u>	<u>Leachable Cadmium</u> <u>(mg/L)</u>
Result(1)	Cup	<0.1	<0.02
Result(2)		<0.1	<0.02
Result(3)		<0.1	<0.02
Result(4)		<0.1	<0.02
Result(5)		<0.1	<0.02
Result(6)		<0.1	<0.02

"<" Means "Less Than"; "mg/L" Means "milligram per liter"

Category	Requirement	
	Leachable Lead (mg/L)	Leachable Cadmium (mg/L)
Flatware : Internal Depth ≤25 mm	Average Of 6 Units≤3.0	Average Of 6 Units≤0.5
Small Hollowware (Capacity Of <1.1liter)	Any One Of 6 Units≤2.0	Any One Of 6 Units≤0.5
Large Hollowware (Capacity Of >1.1liter)	Any One Of 6 Units≤1.0	Any One Of 6 Units≤0.25
Cup, Mug	Any One Of 6 Units≤0.5	Any One Of 6 Units≤0.5
Pitcher	Any One Of 6 Units≤0.5	Any One Of 6 Units≤0.25

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10. Extractable Lead and Cadmium Test (Internal Surface) [California Proposition 65 Settlement]

Test Method: AOAC Official Method 973.32(2000)/ ASTM C738-1994(2016)

Detection limit: Lead: 0.1mg/L, Cadmium:0.02mg/L

<u>Sample</u> <u>(003)</u>	<u>Category</u>	<u>Leachable Lead</u> <u>(mg/L)</u>	<u>Leachable Cadmium</u> <u>(mg/L)</u>
Result(1)	Small Hollowware	<0.1	<0.02
Result(2)		<0.1	<0.02
Result(3)		<0.1	<0.02
Result(4)		<0.1	<0.02
Result(5)		<0.1	<0.02
Result(6)		<0.1	<0.02
Result(7)		<0.1	<0.02
Result(8)		<0.1	<0.02
Result(9)		<0.1	<0.02
Result(10)		<0.1	<0.02
Result(11)		<0.1	<0.02
Result(12)		<0.1	<0.02

"<" Means "Less Than"; "mg/L" Means "milligram per liter"

<u>Sample</u> <u>(004)</u>	<u>Category</u>	<u>Leachable Lead</u> <u>(mg/L)</u>	<u>Leachable Cadmium</u> <u>(mg/L)</u>
Result(1)	Small Hollowware	<0.1	<0.02
Result(2)		<0.1	<0.02
Result(3)		<0.1	<0.02
Result(4)		<0.1	<0.02
Result(5)		<0.1	<0.02
Result(6)		<0.1	<0.02
Result(7)		<0.1	<0.02
Result(8)		<0.1	<0.02
Result(9)		<0.1	<0.02
Result(10)		<0.1	<0.02
Result(11)		<0.1	<0.02
Result(12)		<0.1	<0.02

"<" Means "Less Than"; "mg/L" Means "milligram per liter"

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Category	Requirement	
	Leachable Lead (mg/L)	Leachable Cadmium (mg/L)
Flatware : Internal Depth ≤25 mm	≤0.226	≤1.853
Small Hollowware (Capacity Of <1.1liter)	≤0.1	≤0.189
Large Hollowware (Capacity Of >1.1liter)	≤0.1	≤0.049

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11. Extractable Lead And Cadmium Test (Rim) [California Proposition 65 Settlement]

Test Method: ASTM C927-80(2014)

Detection limit: Lead: 0.1mg/L, Cadmium:0.02mg/L

Sample	Leachable Lead (mg/L)	Leachable Cadmium (mg/L)	Requirement (mg/L)	
			Leachable Lead	Leachable Cadmium
007				
Result(1)	<0.1	<0.02	0.5	4.0
Result(2)	<0.1	<0.02	0.5	4.0
Result(3)	<0.1	<0.02	0.5	4.0
Result(4)	<0.1	<0.02	0.5	4.0
Result(5)	<0.1	<0.02	0.5	4.0
Result(6)	<0.1	<0.02	0.5	4.0

"<" means less than ; ">" means greater than ; "mg/L" Means "milligram per liter"

Sample	Leachable Lead (mg/L)	Leachable Cadmium (mg/L)	Requirement (mg/L)	
			Leachable Lead	Leachable Cadmium
008				
Result(1)	<0.1	<0.02	0.5	4.0
Result(2)	<0.1	<0.02	0.5	4.0
Result(3)	<0.1	<0.02	0.5	4.0
Result(4)	<0.1	<0.02	0.5	4.0
Result(5)	<0.1	<0.02	0.5	4.0
Result(6)	<0.1	<0.02	0.5	4.0

"<" means less than ; ">" means greater than ; "mg/L" Means "milligram per liter"

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12. Extractable Lead And Cadmium Test (Rim) [SGCD]

Test Method: ASTM C927-80(2014)

Detection limit: Lead: 0.1mg/L, Cadmium:0.02mg/L

Sample	Leachable Lead (mg/L)	Leachable Cadmium (mg/L)	Requirement (mg/L)	
			Leachable Lead	Leachable Cadmium
007				
Result(1)	<0.1	<0.02	4.0	0.4
Result(2)	<0.1	<0.02	4.0	0.4
Result(3)	<0.1	<0.02	4.0	0.4
Result(4)	<0.1	<0.02	4.0	0.4
Result(5)	<0.1	<0.02	4.0	0.4
Result(6)	<0.1	<0.02	4.0	0.4

"<" means less than ; ">" means greater than ; "mg/L" Means "milligram per liter"

Sample	Leachable Lead (mg/L)	Leachable Cadmium (mg/L)	Requirement (mg/L)	
			Leachable Lead	Leachable Cadmium
008				
Result(1)	<0.1	<0.02	4.0	0.4
Result(2)	<0.1	<0.02	4.0	0.4
Result(3)	<0.1	<0.02	4.0	0.4
Result(4)	<0.1	<0.02	4.0	0.4
Result(5)	<0.1	<0.02	4.0	0.4
Result(6)	<0.1	<0.02	4.0	0.4

"<" means less than ; ">" means greater than ; "mg/L" Means "milligram per liter"

13. Total Bisphenol - A [United States Federal Bill H.R.432]

Test Method : Solvent Extraction Followed by Analysis With HPLC- DAD

Sample	Test Result (mg/kg)	Detection Limit (mg/kg)	Client Requirement (mg/kg)	Rating
001	<0.10	0.10	Max. 1.0	PASS
002	<0.10	0.10	Max. 1.0	PASS

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

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14. Extractable Lead and Cadmium (Interior Surface) [Canada SOR/2016-175]

Test Method: SOR/2016-175

Detection limit: Lead:0.1mg/L, Cadmium:0.02mg/L

Sample	Category	Leachable Lead (mg/L)	Leachable Cadmium (mg/L)
003	Cup	<0.1	<0.02
004	Cup	<0.1	<0.02
“<” Means “Less Than”; “mg/L” Means “milligram per liter”			

Category	Requirement	
	Leachable Lead (mg/L)	Leachable Cadmium (mg/L)
Flatware : Internal Depth ≤25 mm	3.0	0.5
Small Hollowware (Capacity Of <1.1liter)	2.0	0.5
Large Hollowware (Capacity Of >1.1liter)	1.0	0.25
Cup, Mug	0.5	0.50
Pitcher	0.5	0.25

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15. Extractable Lead And Cadmium Test (Rim) [Canada SOR/2016-175]

Test Method: Canada SOR/2016-175

Detection limit: Lead: 0.1mg/L, Cadmium:0.02mg/L

Sample	Leachable Lead (mg/L)	Leachable Cadmium (mg/L)	Requirement (mg/L)	
			Leachable Lead	Leachable Cadmium
007	<0.1	<0.02	4.0	0.4
008	<0.1	<0.02	4.0	0.4

"<" means less than ; ">" means greater than ; "mg/L" Means "milligram per liter"

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16. FDA Test for Food Contact Polypropylene (PP) Copolymer [21 CFR 177.1520]

Sample		Total Extractive Residue (%, w/w)	Requirement (%, w/w)	Rating
001	Xylene extraction	0.44	Max. 30.0	PASS
	n-Hexane extraction	0.23	Max. 5.5	
	Density	0.907gcm ⁻³	0.85 – 1.00 gcm ⁻³	PASS
"<" means less than ; ">" means greater than ; "%, w/w" means percentage by weight of resin "gcm ⁻³ " means "grams per cubic centimetre"				

17. FDA Extraction Test for Food Contact Closure With Sealing Gaskets [21CFR 177.1210]

Sample	Extractive Residue (mg/kg)			Detection Limit (mg/kg)	Requirement (mg/kg)	Rating
	Water	n-Heptane	8% Ethanol			
002	<5.0	14.88	<5.0	5.0	Max. 50	PASS
" < " means less than ; " > " means greater than ; " mg/kg " means milligrams per kilogram Remarks : 1. Chloroform-soluble residue value is reported in italic .						

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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 associated 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 Plingsten 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.