



TEST REPORT

Endurapack, LLC
405 RXR Plaza, Uniondale, NY 11556 USA

Report No.: C60261982
UL Order No.: 12898523
Date: Feb 2, 2023

Attn.: Hy Brownstein

SAMPLE DESCRIPTION	:	High Density Polyethylene Bags
STYLE / SKU NO.	:	Not Provided
PO NO.	:	Not Provided
COLOUR	:	Not Provided
VENDOR	:	Endurapack, LLC
MANUFACTURER	:	Not Provided
BUYER	:	PPAI
COUNTRY OF ORIGIN	:	China
EXPORTED TO	:	Not Provided
LABELED AGE GRADE	:	Not specified
APPROPRIATE AGE GRADEE	:	Ages 12+
TESTED AGE GRADE	:	Ages 12+
TESTING LOCATION	:	UL VS Shanghai Limited Shenzhen Branch
DATE RECEIVED SAMPLES	:	Jan 5, 2023
DATE OF TEST	:	Jan 31, 2023
RESULTS	:	Please refer to the following page(s)

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

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

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CONCLUSION:

- | | |
|--|-----------------------------|
| 1. ASTM F963-17 Physical & Mechanical Requirements Excluding Safety Labeling Requirements, Instructional Literature & Producer's Markings Requirement of Sections 5, 6 & 7 | Pass |
| 2. Total Lead Content In Substrates [Consumer Product Safety Improvement Act Of 2008 Section 101] | Pass |
| 3. Total Lead Content In Substrates [ASTM F963-17 Section 4.3.5.2 (2)(a)] | Pass |
| 4. Total Lead Content In Substrates With Reference To California Proposition 65 Requirement | Pass |
| 5. Total Lead Content In Paint And Surface Coatings With Reference To California Proposition 65 Requirement | Pass |
| 6. Total Lead Content In Paints And Surface Coatings [ASTM F963-17 Section 4.3.5.1(1)] | Pass |
| 7. Total Lead Content In Paints And Surface Coatings [Consumer Product Safety Improvement Act Of 2008 Section 101] | Pass |
| 8. Total Lead Content In Paints And Surface Coatings [16 CFR 1303] | Pass |
| 9. Total Cadmium Content Test With Reference To California Proposition 65 Requirement | Pass |
| 10. Prohibition Of Children's Toys And Child Care Articles Containing Specified Phthalates [16 CFR 1307.3 & California Proposition 65] | Pass |
| 11. Total Heavy Metals In Packaging [NERC Heavy Metals in Packaging Wastes] | Not Applicable [#] |

#: There is no component on the submitted test samples under the testing scopes.

Note: The results relate only to the items tested.

For and on behalf of

UL VS Shanghai Limited Shenzhen Branch



Eric Wu - Engineering Manager
(Hardlines Testing)

B.W

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TEST RESULTS

1. MECHANICAL AND PHYSICAL TEST

AS PER ASTM STANDARD CONSUMER SAFETY SPECIFICATION FOR TOYS SAFETY F963-17

The following clauses are identified to be applicable:

Age grading for testing : Ages 12+
Samples Quantity : 2 pieces X 1 style

Clause	Test Items	Assessment
4.1	Material(visual check on cleanness)	P
4.3.7	Stuffing Materials (Visual Check On Contaminations)	NA
4.5	Sound producing toys	NA
4.6	Small Objects	NA
4.7	Accessible Edges	P#
4.8	Projections	NA
4.9	Accessible Points	P#
4.10	Wires Or Rods	NA
4.11	Nails And Fasteners	NA
4.12	Plastic Film	P
4.13	Folding Mechanisms And Hinges	NA
4.14	Cords, Straps And Elastics	NA
4.15	Stability And Over-Load Requirements	NA
4.16	Confined Spaces	NA
4.17	Wheels, Tires And Axles	NA
4.18	Holes, Clearance, And Accessibility Of Mechanisms	NA
4.19	Simulated Protective Devices, Such As Helmets, Hats And Goggles	NA
4.20	Pacifiers	NA
4.21	Projectile Toys	NA
4.22	Teethers And Teething Toys	NA
4.23	Rattles	NA
4.24	Squeeze Toys	NA
4.25	Battery Operated Toys	NA
4.26	Toys Intended To Be Attached To A Crib Or Playpen	NA
4.27	Stuffed And Beanbag-Type Toys	NA
4.28	Stroller And Carriage Toys	NA
4.29	Art Materials	NA
4.30	Toy Gun Marking	NA

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Clause	Test Items	Assessment
4.31	Balloons	NA
4.32	Certain Toys With Nearly Spherical Ends	NA
4.33	Marbles	NA
4.34	Balls	NA
4.35	Pompoms	NA
4.36	Hemispheric-Shaped Objects	NA
4.37	Yoyo Elastic Tether Toys	NA
4.38	Magnets	NA
4.39	Jaw Entrapment In Handles And Steering Wheels	NA
4.40	Expanding Materials	NA
4.41	Toy Chests	NA
5	Safety Labeling Requirements	See Remark
6	Instructional Literature	See Remark
7	Producer's Markings	See Remark

Remark: P= Pass NA=Not Applicable

As requested by the applicant, section 5 Safety Labeling Requirements, section 6 Instructional Literature and section 7 Producer's Markings were not assessed.

= Section 4.7 Accessible Edges and section 4.9 Accessible Points are only applicable for toys for children under 96 months, and the assessment was for reference only.

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Tested Sample ID	Product Description / Sample Group Desc.
001	High Density Polyethylene Bags
002	Red/white coating (pattern) (From 001)
003	White plastic (bag) (From 001)
004	White/grey paper (card) (From 001)

2. Total Lead Content In Substrates [Consumer Product Safety Improvement Act Of 2008 Section 101]
Test Method: CPSC-CH-E1001-08.3 (Metal Substrates) / CPSC-CH-E1002-08.3 Section IA & IIA (Non-Metal Substrates)

Elements	Requirement (Max.)	Reporting Limit	Sample, mg/kg
			003
Lead (Pb)	100	20	<20
Rating			PASS
Remark: -All concentrations expressed in milligrams per kilogram of Tested Parts -“<” means less than -Method for determination of Lead (Pb) is determined by Inductively Coupled Plasma Spectroscopy. -The test results only apply to the items tested.			

3. Total Lead Content In Substrates [ASTM F963-17 Section 4.3.5.2 (2)(a)]
Test Method: CPSC-CH-E1001-08.3 (Metal Substrates) / CPSC-CH-E1002-08.3 Section IA & IIA (Non-Metal Substrates)

Elements	Requirement (Max.)	Reporting Limit	Sample, mg/kg
			003
Lead (Pb)	100	20	<20
Rating			PASS
Remark: -All concentrations expressed in milligrams per kilogram of Tested Parts -“<” means less than -Method for determination of Lead (Pb) is determined by Inductively Coupled Plasma Spectroscopy. -The test results only apply to the items tested.			

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4. **Total Lead Content In Substrates With Reference To California Proposition 65 Requirement**
Test Method: CPSC-CH-E1001-08.3 (Metal Substrates) / CPSC-CH-E1002-08.3 Section IA & IIA (Non-Metal Substrates)

<u>Elements</u>	<u>Requirement (Max.)</u>	<u>Reporting Limit</u>	<u>Sample, mg/kg</u>	
			<u>003</u>	<u>004</u>
Lead (Pb)	200	20	<20	<20
<u>Rating</u>			PASS	PASS
<u>Remark:</u> -All concentrations expressed in milligrams per kilogram of Tested Parts -"<" means less than -Method for determination of Lead (Pb) is determined by Inductively Coupled Plasma Spectroscopy. -The test results only apply to the items tested.				

5. **Total Lead Content In Paint And Surface Coatings With Reference To California Proposition 65 Requirement**
Test Method: CPSC-CH-E1003-09.1 (Paint or Surface Coatings)

<u>Elements</u>	<u>Requirement (Max.)</u>	<u>Reporting Limit</u>	<u>Sample, mg/kg</u>
			<u>002</u>
Lead (Pb)	200	10	<10
<u>Rating</u>			PASS
<i>Remark:</i> -All concentrations expressed in milligrams per kilogram of Tested Parts -“<” means less than -Method for determination of Lead (Pb) is determined by Inductively Coupled Plasma Spectroscopy. -The test results only apply to the items tested.			

6. **Total Lead Content In Paints And Surface Coatings [ASTM F963-17 Section 4.3.5.1(1)]**
Test Method : CPSC-CH-E1003-09.1 (Paints and Surface Coatings)

<u>Elements</u>	<u>Requirement (Max.)</u>	<u>Reporting Limit</u>	<u>Sample, mg/kg</u>
			<u>002</u>
Lead (Pb)	90	10	<10
<u>Rating</u>			PASS
<i>Remark:</i> -All concentrations expressed in milligrams per kilogram of Tested Parts -“<” means less than -Method for determination of Lead (Pb) is determined by Inductively Coupled Plasma Spectroscopy. -The test results only apply to the items tested.			

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TEST RESULTS

7. Total Lead Content In Paints And Surface Coatings [Consumer Product Safety Improvement Act Of 2008 Section 101]

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

<u>Elements</u>	<u>Requirement (Max.)</u>	<u>Reporting Limit</u>	<u>Sample, mg/kg</u>
			002
Lead (Pb)	90	10	<10
Rating			PASS
Remark: -All concentrations expressed in milligrams per kilogram of Tested Parts -“<” means less than -Method for determination of Lead (Pb) is determined by Inductively Coupled Plasma Spectroscopy. -The test results only apply to the items tested.			

8. Total Lead Content In Paints And Surface Coatings [16 CFR 1303]

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

<u>Elements</u>	<u>Requirement (Max.)</u>	<u>Reporting Limit</u>	<u>Sample, mg/kg</u>
			002
Lead (Pb)	90	10	<10
Rating			PASS
Remark: -All concentrations expressed in milligrams per kilogram of Tested Parts -“<” means less than -Method for determination of Lead (Pb) is determined by Inductively Coupled Plasma Spectroscopy. -The test results only apply to the items tested.			

9. Total Cadmium Content Test With Reference To California Proposition 65 Requirement

Test Method: In-house method reference with CPSC-CH-E1003-09.1 / CPSC-CH-E1001-08.3 / CPSC-CH-E1002-08.3

<u>Elements</u>	<u>Requirement (Max.)</u>	<u>Reporting Limit</u>	<u>Sample, mg/kg</u>	
			002	003
Cadmium (Cd)	100	20	<20	<20
Rating			PASS	PASS
Remark: -All concentrations expressed in milligrams per kilogram of tested parts -“<” means less than -Method for determination of cadmium (Cd) is determined by Inductively Coupled Plasma Spectroscopy. -The test results only apply to the items tested.				

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10. Prohibition Of Children's Toys And Child Care Articles Containing Specified Phthalates [16 CFR 1307.3 & California Proposition 65]

Test Method: CPSC-CH-C1001-09.4

Analyte	CAS No.	Requirement (Max.)	Reporting Limit	Sample, %	
				002	003
Dibutyl Phthalate, DBP	84-74-2	0.1	0.005	<0.005	<0.005
Benzyl Butyl Phthalate, BBP	85-68-7	0.1	0.005	<0.005	<0.005
Diethylhexyl Phthalate, DEHP	117-81-7	0.1	0.005	<0.005	<0.005
Diisononyl Phthalate, DINP	28553-12-0 /68515-48-0	0.1	0.005	<0.005	<0.005
Diisobutyl Phthalate, DIBP	84-69-5	0.1	0.005	<0.005	<0.005
Dihexyl Phthalate, DHEXP	84-75-3	0.1	0.005	<0.005	<0.005
Dipentyl Phthalate, DPENP	131-18-0	0.1	0.005	<0.005	<0.005
Dicyclohexyl Phthalate, DCHP	84-61-7	0.1	0.005	<0.005	<0.005
Diisodecyl Phthalate, DIDP	26761-40-0/ 68515-49-1	0.1	0.005	<0.005	<0.005
Di-n-octyl Phthalate, DNOP	117-84-0	0.1	0.005	<0.005	<0.005
Rating				PASS	PASS
Remark: -All concentrations expressed in percentage (%) -“<” means less than -Method for determination of Phthalates are determined by Gas Chromatography Mass Selective Detector (GC-MSD) -The test results only apply to the items tested.					

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PRODUCT PHOTO:



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

UL VS Shanghai Limited Shenzhen Branch
3-4F Qingyi Supermask Photoelectricity Building, No.8 Langshan 2nd Road,
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UL VS Terms and Conditions / UL VS 条款及条件

All services are governed by the following Terms and Conditions.
所有服务均受以下条款及条件的约束。

- Verification Services. 我的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 an acceptance or evaluation to independent safety standards, and we and our affiliates have no responsibility to make any independent safety assessment of any samples.**
检验服务：UL 端方（即“我们”）将根据本订单中所列的贵司指示函、工作范围文件、项目建议书、报价单或订单确认函（以下合称“贵司文件”）、提供商业测试、检验、审核、评估、检查和/或其他服务（以下合称“服务”）。服务将仅限于评估贵司的样品是否符合贵司已确立的各项要求、规格和/或协议（以下合称“贵司要求”），并不对随样品提供的第三方安全标准做出任何评估或评价。且对于任何样品提供方的任何独立安全评估，我和我方的关联方不承担任何责任。
- 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 Service Terms, the ownership of the deliverables for the Services will be in accordance with the Retailer’s program.**
零售商计划：如果您要求我们根据您的零售商计划提供零售服务是否符合零售要求，承运人或服务的第三方（以下合称“零售商”）的计划，则贵司同意我们向零售商披露所有相关的信息、材料和交付成果，并承认：即便在本服务条款中有任何相抵触的条款，然而，服务的交付成果的所有权将根据零售商的计划而确定。
- 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.**
支付条款：贵司将根据提供文件不做出任何抵销地向我们支付服务费和相关费用，包括所报价格下的一切税费、电汇或转账手续费、关税及其他到期财务收费，并会就因贵司未能支付任何该等到期款项而产生的负债对我们进行偿付。从到期日起，至足额支付止，我司可按每月1%（即每年12%）的利率收取利息，也可按最高法定利率（倘若该利率每月低于1.0%）收取利息。贵司同意在出现延迟付款或不付款的情况下，支付合理的收款费用（包括必要的律师费）。
- Your Requirements. You are responsible for establishing or selecting all Your Requirements that we 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.**
贵司要求：贵司负责确立或选择我们在提供服务时采用的所有贵司要求。我司可协助贵司制定满足贵司需求的贵司要求，但是，在任何情况下贵司都必须对在提供服务时将采用的贵司要求进行审核、批准。
- 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.**
预估的时间表及价格：本报价文件中所列的时间和定价条款都只是预估，如有变化（依具体项目而定），以我司的合理通知为准。
- 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.**
现场调查：我们可在贵司的设施提供现场服务按照贵司指示能力的设施提供现场服务。贵司将确保我们的代表有安全、可靠、自由地进出该等设施的权力。我司的进权不会以签署任何协议、弃权书或免责声明为条件。我司的代表由于超出我司合理控制范围的任何原因无法提供或完成任何服务的，我司不会对超出该等提供服务的情况承担责任，且贵司可能需偿付我们因使用费用以及已经提供的服务有关的费用。
- 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.**
交付成果：我司将向贵司提供一份报告，概述如下内容：(i) 我们接受的、贵司的指令和服务申请；(ii) 你们提供的服务；以及 (iv) 该等服务成果。我司并无义务提及或报告超出我们收到并接受的服务具体指示范围的任何事实或情况。
- Our Findings. We do not guarantee that our opinions or findings will be recognized or accepted by third parties.**
我们的发现：我不保证我们的意见或发现会被第三方认可或接受。
- 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.**
名称或标记的使用：除我司可予书面授权外，贵司不会在任何货物或其容器或包装上，使用我司的名称、缩写、符号、标记或我司的任何子公司、关联方或母公司的名称、或将之与任何广告、推广或其他方面相联系。
- 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 calculated by reference to the amount of actual work performed with a minimum cancellation fee of \$100 USD; (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.**
取消费：如果贵司：(i) 取消或变更对应某项检查的报价文件，且取消或变更的时间是在已排定的检查日期的前一工作日下午3:00之后，则我司将按报价文件的价格向贵司收取费用，并加上取消之前已发生的任何差旅费；(ii) 取消或变更对应测试的报价文件，且取消或变更的时间是我司在测试设施收到样品之后，则贵司将根据实际已付出的工作量向贵司收取取消费，取消费最低为100美元；(iii) 取消或变更对应某已排定的审核日期的报价文件，则贵司将负责偿付与该审核有关的所有已发生的且不可退还的差旅费。如果某一审核的任何变更或取消是发生在已排定的该审核之后的7天内，则除了已发生的任何差旅费，还将额外收取\$600美元的取消费。
- 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 SERVICES (AS DEFINED BELOW) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.**
不保证：以及**本条款及条件中，以及在本条款及条件下提供的所有报价文件、报告或交付成果中，均不包含任何明示或默示的保证、保证或担保，包括但不限于：(i) 任何默示的商售性保证或关于某一特定用途；(ii) 不侵权；以及 (iii) 网络服务（定义见下文）、安全、无误。**
- 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 be liable in any manner for any deficiencies in the Services.**
贵司的信息：贵司可断言并保证：贵司或贵司的代表提供给我们所有的信息和数据，均完整、准确，并可在提供服务时为我司所依赖。此外，贵司还承诺并保证，贵司的所有信息均应向贵司所有或经贵司许可，并不侵犯任何第三方的知识产权。倘若贵司或贵司的代表向我司提供的任何信息或数据不完整或不准确，我司可会以任何方式对服务中的任何缺陷承担责任。
- Ownership of Work Product. You will own the text 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.**
工作产品的所有权：贵司将拥有根据任何报价文件提供给我的测试报告和其他材料。贵司可为我存档以及为贵司和第三方创建报告之目的，保留测试报告和其他材料的副本。
- 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 encryption protocol to communicate with and use the Web Services. Your use of the Web Services at its 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.**
网络服务：我司可能为您提供某些网站上某些相关的服务，包括通过网站在线订购服务的能力（以下合称“网络服务”）。网络服务系为了方便贵司并且是在“依照许可”、“提供随时可用”的基础上向贵司提供的。通过使用网络服务，贵司承认并同意，通过我司网络、互联网或无线传输的数据或内容，或通过使用网络服务、贵司承认并同意，通过我司网络、互联网或无线传输的数据或内容，或通过网络与网络服务相关的传输或内容，不保证安全或免受未经授权的人侵，并且，由我司、我司的关联方或我司的服务提供商存储的数据可能会遭删除、修改或损坏。贵司承认，如果贵司希望保护贵司向我司传输数据或文件，贵司有责任使用安全的加密连接来与网络服务进行通信和使用网络服务。贵司使用网络服务需自行承担风险，并接受用于该等网络服务的任何使用条款的约束。网络服务包含在上文的服务定义中。
- 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.**
保密：我司不会在未经贵司事先书面授权的情况下，将贵司的保密信息（以下简称为“保密信息”）披露给第三方（我司的子公司、关联方及分包商除外）。保密信息不会包括如下信息：(a) 我们已知悉的信息；(b) 可公开获得的信息；(c) 我司随后在不违反本条款及条件的情况下从其他渠道获得的信息；(d) 为用于提供服务而有必要披露的信息；或 (e) 法律或政府命令或认证机构要求披露的信息；或 (f) 与带有UL标志的第一产品知识且根据与我司订立的另一份协议应当向贵司或我司的关联方披露的信息。
- 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 samples, if they are not to be tested.**
样品：如果我司要求样品进行检查，贵司可将样品运送我司，费用由贵司承担。测试完成后，样品会被销毁，除非贵司提出安排自贵司样品送回贵司。贵司承认，测试和样品准备工作都可能可能会损坏或破坏样品，对此我司将不承担责任。
- 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 CIRCUMSTANCES EXCEED THE AMOUNT OF THE FEE PAID BY YOU FOR THE SERVICE. 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 CIRCUMSTANCES WILL WE BE LIABLE TO YOU FOR ANY CLAIMS FOR LOSS, DAMAGE, OR EXPENSE UNLESS SUCH CLAIM IS BROUGHT UNDER SECTION 24 (DISPUTES) WITHIN TWELVE MONTHS AFTER THE DATE OF THE PERFORMANCE BY THE SERVICE PROVIDER. WE WILL NOT BE LIABLE 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.**
责任限制：贵司对于任何因本服务或由于本服务造成或导致的任何损失、损害或费用均不承担责任。本条款及条件下方所有关于贵司可能遭受的损失、损害或费用的声明，在任情况下，我司都不会对贵司造成的任何损失、损害或费用、特殊的、惩罚性的或惩罚性的损害赔偿承担责任，包括但不限于：利润损失、商誉损失、使用损失、数据损失、未来业务损失或大量损失；贵司订立的合同条款下；其任何损失、损害或费用（即使贵司可能会被告知该等损害的可能性情况亦不例外）。在任何情况下，我司均不承认任何损失、损害或费用损害赔偿对贵司承担责任，除非该等损害是在由我司提供可赔偿服务的服务之日后的二十天内，或在（经贵司要求未提供服务的情况下）贵司服务应已提供之日起后的十二个月内，依第24条（争议）规定的。
- 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.**
赔偿：对于任何第三方因本条款及条件（包括但不限于任何在服务或网络服务提供或不得提供）引起的损失、损害或费用而提出的任何索赔，贵司将为我司及我司的管理人员、董事、受托人、雇员、代理或分包商进行抗辩，使我司及我司的管理人员、董事、受托人、雇员、代理或分包商免受损害，并对我司及我司的管理人员、董事、受托人、雇员、代理或分包商进行赔偿。
- Waiver. Any failure by a party to insist upon the performance of any section of these Terms and Conditions and/or future performance of that section.**
弃权：一方不坚持履行本条款及条件的任何一个条款的，并不构成对该条款及条件项下的任何权利的放弃，或对该条款的未来履行的放弃。
- 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 23 (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.**
无第三方受益人：双方同意，本条款及条件的任何规定都不会以任何方式对第三方的利益于任何第三方或一般公众，并且，任何第三方都不会在本条款及条件项下拥有任何权利或成因。尤其是，如果本条款及条件依据第23条（适用法律）适用新加坡的法律管辖，则非本条款及条件一方的个人或实体将无权根据《合同（第三权利方）法》（第53B条）强制执行任何本条款及条件的任何规定，无论该人或实体是否满足该法规定的姓名、名称、作为某一部分的成员还是作为方面特定描述而被确定。
- 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.**
不转让：任何一方不得在未经另一方书面授权的情况下，将其在本条款及条件项下的任何权利或义务转让给他人。但是，我司可经书面通知，将我司在本条款及条件项下的各项权利和义务转让给贵司的任何关联方或子公司。
- 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.**
分包：我司可使用分包商进行某些测试提供其他服务，所有分包商都将符合我司目前的质量要求，并将遵守我司对保密性、利益冲突和道德标准的要求。
- 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.**
终止和通知：本条款及条件将持续有效，直至任何一方书面通知终止，或在发生违约的情况下，立即收到书面通知时终止。贵司将支付终止前我们已发生的费用并支付通知。通知任何一方时，可通过手工递送、快递服务、邮寄、传真或电子邮件方式发送至接收方指定的主要营业场所。发送给我们的通知，必须按照如下地址发送：UL Verification Services Pte. Ltd, Attn: President, 1 Maritime Square, Harbour Front Centre, #11-03, Singapore 099253；并同时邮寄至发送如下地址：UL LLC, Attn: General Counsel at 333 Pfingsten Road, Northbrook, Illinois 60062。通知将收到之时生效。
- 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 in Europe, then Swiss law, without reference to the applicable jurisdiction’s choice of law principles.**
适用法律：本条款及条件将适用美国伊利诺伊州的法律管辖，并据此进行解释。但若：(i) UL端方的主要营业地在亚洲、澳大利亚或新西兰的，适用新加坡的法律并据此进行解释；(ii) UL端方的主要营业地在欧洲的，适用瑞士的法律并据此进行解释，而不适用于适用地法律的选择原则。
- 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.**
争议：与本条款及条件有关的任何争议（除费用未支付外），将根据由国际仲裁协会（American Arbitration Association，以下简称“仲裁协会”）的国际争议解决中心根据相关程序（商事仲裁规则）（Commercial Arbitration Rules）和《大型、复杂商事争议程序》（Procedures for Large, Complex Commercial Disputes）以保密、有约束力的仲裁方式进行处理。仲裁地点将在美国伊利诺伊州，除非：(i) UL端方的主要营业地在欧洲，仲裁地点将在瑞士日内瓦；(ii) UL端方的主要营业地在亚洲、澳大利亚或新西兰的，仲裁地点将在新加坡共和国的新加坡。仲裁将由三名（3）名仲裁员组成的仲裁小组进行。仲裁小组的成员选择如下：双方将要求获得一份由仲裁协会仲裁员（需经验丰富，且熟悉商事仲裁的大、复杂商事争议程序）小组名单的清单。从该名单中，双方将各自选择一名仲裁员。这两名仲裁员在收到仲裁小组组成通知后，将从至少（10）名名单中商定第三名仲裁员，成为仲裁小组的组长，且最终完成仲裁小组的组成。仲裁员无权追加、变更或忽视本条款及条件的任何条款，且就决定而言，因性的任何争议的损害赔偿金（包括但不限于使用损失、不当得利和/或利润损失），或超出本条款及条件的责任限制规定的救济。仲裁小组的裁决将具有约束力，具有适格司法管辖权的法院可对仲裁裁决做出执行裁定。仲裁将是双方因本条款及条件引起的任何争议的最终救济。但是，本条款及条件的任何内容都不会阻止任何一方向法院寻求法院禁令救济（作为其他救济之追加），以停止或防止滥用、盗用其标志、商业秘密或信息或侵犯其知识产权。所有仲裁都将以英文进行。
- 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.**
可分割性：如果本条款及条件的任何条款由于任何原因被认定为无效或不可强制执行，则该条款将从本条款及条件中分割出去，而本条款及条件的所有其他条款将在法律允许的范围内容然有效。
- 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 email 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 you.**
修改：本条款及条件将取代双方之间所有的、变更或修改。现代于本条款及条件所规定的任何条款、通知或协议，在任情况下，贵司的修改、订单、发货、销售或营销材料、电子邮件、任何接受或任何其他商业文件上的任何预先打印的、附加的或不同的条款或条件，既不会适用于任何服务或报价文件，也不会以任何方式对我司具有约束力，并非由我司可以书面方式或来自我司的确认电子邮件做出的或未经我司以书面方式或来自我司的确认电子邮件接受的修改。我司概不接受，开始提供服务也不表示我可接受任何该等修改。任何该等修改一概从我们的同意之手中予以删除，且该等修改不会成为我们双方具有约束力的合意。
- Order of Precedence. Except for conflicts with Section 3 (Payment Terms), Section 5 (Estimated Schedule and Price) and Section 10 (Governing Law), these Terms and Conditions will take precedence over any conflicting terms in any Quotation.**
优先顺序：除第3条（支付条款）、第5条（预估的时间表及价格）和第10条（适用法律）冲突、否则，本条款及条件将优先于任何报价文件中的任何冲突条款。
- 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 of any proceeding arising out of such documents.**
电子签名：本条款及条件可通过电子、电报、传真或其他方式签署、交付或接收。贵司的电子、数字或硬拷贝的电子本、数字版本或印刷版本，经贵司签署、交付或接收的电子本、数字版本或印刷版本，经贵司签署、交付或接收的电子本、数字版本或印刷版本，都将被视为这些文件的真实、完整、有效、真实和可强制执行的副本。贵司同意，贵司不会在因该等文件引起的任何诉讼中，对我们的副本的可执行性或为证据的可采纳性提出挑战。
- 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 is caused by reasons beyond its reasonable control. (ii) the party hindered or delayed immediately notifies the other party describing the circumstance causing delay.**
不可抗力：任何一方对于因火灾、洪水、地震、自然灾害或天文、战争行为、恐怖行为、内乱、混乱或其他超出其合理控制范围的其他类似原因，而未能履行或迟延履行其义务，该受影响的一方不对该等不履行或迟延履行情况承担责任，但需满足以下该等不履行或迟延履行的情况 (i) 无法通过合理的努力而得到防止，且 (ii) 无法被合理预期，且 (iii) 无法不履行或迟延履行的一方将造成不履行或迟延履行的情况立即通知了另一方。