

TEST REPORT

Flashbay Electronics Huizhou

Building 10 and the 3rd floor of Building 12, No. 15, Xinhua Road, China-South Korea Huizhou Industrial Park, Zhongkai District, Huizhou City, Guangdong Province, P.R. China

Report No.: 1003184995

Date: Aug.20,2026

Attn.: Sammy

SAMPLE DESCRIPTION : drinkware
STYLE NO. : Nord (NR)
PO NO. : Not Provided
AGE GRADE : Not Provided
COLOUR : Not Provided
APPLICANT : Flashbay Electronics Huizhou
MANUFACTURER : Not Provided
BUYER : Not Provided
COUNTRY OF ORIGIN : Not Provided
EXPORTED TO : Not Provided
TESTING LOCATION : UL VS Shanghai Limited Shenzhen Branch
DATE RECEIVED SAMPLES : Aug 03, 2026
DATE OF TEST : Aug 03, 2026 – Aug 20, 2026
RESULTS : Please refer to the following page(s)

CONCLUSION:

- | | |
|--|------|
| 1. Overall migration test [European Union Commission Regulation (EU) No. 10/2011 and Amendments Under Commission Regulation (EC) No 1935/2004] | Pass |
| 2. Specific Migration Of Heavy Metal [European Union Commission Regulation (EU) No. 10/2011 and Amendments Under Commission Regulation (EC) No 1935/2004] | Pass |
| 3. Determination of Primary Aromatic Amines (PAA) Release [European Union Commission Regulation (EU) No. 10/2011 and Amendments Under Commission Regulation (EC) No 1935/2004] | Pass |
| 4. Total 1,3-Butadiene in plastic according to EU regulation No. 10/2011/EC annex II | Pass |
| 5. Specific Migration of 1,3-Butadiene [European Union Commission Regulation (EU) No. 10/2011 and Amendments Under Commission Regulation (EC) No 1935/2004] | Pass |
| 6. Specific Release For Metals and Alloys [Resolution CM/Res (2020) 9 & EDQM Metal and Alloys Technical Guide (2024 2nd Edition) Under Commission Regulation (EC) No. 1935/2004] | Pass |
| 7. Release of Nitrosamine and Nitrosatable Substances [European Union Commission Regulation (EU) No. 10/2011 and Amendments Under Commission Regulation (EC) No 1935/2004] | Pass |

Note: The results relate only to the items tested.

For and on behalf of

UL VS Shanghai Limited Shenzhen Branch



Eric Wu - Laboratory Manager
(Hardlines Department)



***** Page 1 of 8 *****

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Level of risk associated with the Decision Rule: The results issued by UL VS Shanghai Limited Shenzhen Branch do not take into consideration the measurement uncertainty, but when the value is close to the limit, the test, if repeated by another laboratory, can give a different rating.

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TEST RESULTS

Tested Sample ID	Product Description / Sample Group Desc.
001	Grey soft plastic (lid,TPR)
002	Grey plastic (lid,PP/Ho)
003	Silvery metal (lining/rim,SUS304)

1. Overall migration test [European Union Commission Regulation (EU) No. 10/2011 and Amendments Under Commission Regulation (EC) No 1935/2004]

Test Method: EN 1186

Food Simulants	Surface Area to Volume Ratio (dm²/kg)	Requirement (Max.) (mg/dm²)	Reporting Limit (mg/dm²)	Sample, mg/dm²			Stability*	Rating
				001				
				1 st Contact	2 nd Contact	3 rd Contact		
50% Ethanol, 1 hour at 100°C	6.0	10	3	<3.0	<3.0	<3.0	Complies	PASS
3% Acetic acid, 1 hour at 100°C		10	3	11.8	5.8	5.2	Complies	PASS

Food Simulants	Surface Area to Volume Ratio (dm ² /kg)	Requirement (Max.) (mg/dm ²)	Reporting Limit (mg/dm ²)	Sample, mg/dm ²			Stability*	Rating
				002				
				1 st Contact	2 nd Contact	3 rd Contact		
50% Ethanol, 1 hour at 100°C	6.0	10	3	<3.0	<3.0	<3.0	Complies	PASS
3% Acetic acid, 1 hour at 100°C		10	3	<3.0	<3.0	<3.0	Complies	PASS

Remark:

-All concentrations expressed in milligrams per square decimeter

-“<” means less than

-*: The overall migration in the second contact must not exceeds the value observed in first contact and the overall migration in the third contact must not exceeds the value observed in the second contact.

-The test results only apply to the items tested.

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TEST RESULTS

2. Specific Migration Of Heavy Metal [European Union Commission Regulation (EU) No. 10/2011 and Amendments Under Commission Regulation (EC) No 1935/2004]

Test Method: with reference to EN 13130-1:2004 for selection of conditions

Test condition: 1 hour, 100°C

Simulant: 3% acetic acid

Elements	Requirement (Max.)	Reporting Limit	Sample, mg/kg		
			002		
			1 st Contact	2 nd Contact	3 rd Contact
Aluminum	1	0.2	<0.2	<0.2	<0.2
Barium	1	0.2	<0.2	<0.2	<0.2
Cobalt	0.05	0.01	<0.01	<0.01	<0.01
Copper	5	1	< 1	< 1	< 1
Iron	48	10	<10	<10	<10
Lithium	0.6	0.1	<0.1	<0.1	<0.1
Manganese	0.6	0.1	<0.1	<0.1	<0.1
Zinc	5	0.5	<0.5	<0.5	<0.5
Nickel	0.02	0.01	<0.01	<0.01	<0.01
Antimony	0.04	0.01	<0.01	<0.01	<0.01
Arsenic	0.01	0.01	<0.01	<0.01	<0.01
Cadmium	0.002	0.002	<0.002	<0.002	<0.002
Chromium	0.01	0.01	<0.01	<0.01	<0.01
Lead	0.01	0.01	<0.01	<0.01	<0.01
Mercury	0.01	0.01	<0.01	<0.01	<0.01
Lanthanum	--	0.01	<0.01	<0.01	<0.01
Europium		0.01	<0.01	<0.01	<0.01
Gadolinium		0.01	<0.01	<0.01	<0.01
Terbium		0.01	<0.01	<0.01	<0.01
Sum of 4 elements	0.05	0.01	<0.01	<0.01	<0.01
OM ^{##}	60	60	<60	<60	<60
Stability*			Complies		
Rating			PASS		
Remark: -All concentrations expressed in milligrams per kilogram -“<” means less than -Method for determination of elements is determined by ICP-MS -* :The specific migration in the second contact must not exceeds the value observed in first contact and the specific migration in the third contact must not exceeds the value observed in the second contact. -“OM ^{##} ” means “Overall Migration” of Ammonium, Calcium, Potassium, Magnesium and Sodium that are subjected to Limitation (60 mg/kg) due to Article 11(3) and Article 12 of the Regulation mentioned above. -The test results only apply to the items tested.					

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UL VS Shanghai Limited Shenzhen Branch

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SZ-FAF-001 (2026-01-01)

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Date: Aug.20,2026

TEST RESULTS

3. **Determination of Primary Aromatic Amines (PAA) Release [European Union Commission Regulation (EU) No. 10/2011 and Amendments Under Commission Regulation (EC) No 1935/2004]**
Test Method: EUR 24815 EN 2011, Analyzed by LC-MSD

<u>Test condition:</u>	<u>Time & temperature</u>	<u>Requirement (Max.) Total PAAs*</u>	<u>Sample, mg/kg</u>	
			<u>001</u>	<u>002</u>
3% Acetic acid	1 hour at 100°C	0.01	<0.01	<0.01
<u>Rating</u>			PASS	PASS
-* PAAs (Primary Aromatic Amines) include the substances not listed in entry 43 to Appendix 8 of Annex XVII to Regulation (EC) No 1907/2006 which are Aniline; 2,4-Dimethylaniline; 2,6-Dimethylaniline; m-Phenylenediamine and 2,6-Toluenediamine.				
<u>Substances</u>		<u>Requirement (Max.)</u>	<u>Sample, mg/kg</u>	
			<u>001</u>	<u>002</u>
2,2-dichloro-4,4'-methylenediamine (CAS 101-14-4)		0.002	< 0.002	< 0.002
2,4,5-trimethylaniline (CAS 137-17-7)		0.002	< 0.002	< 0.002
2-Methoxyaniline (CAS 90-04-0)		0.002	< 0.002	< 0.002
2-naphthylamine (CAS 91-59-8)		0.002	< 0.002	< 0.002
3,3'-dichlorobenzidine (CAS 91-94-1)		0.002	< 0.002	< 0.002
3,3'-dimethoxybenzidine (CAS 119-90-4)		0.002	< 0.002	< 0.002
3,3'-dimethylbenzidine (CAS 119-93-7)		0.002	< 0.002	< 0.002
4,4'-methylenedi-o-toluidine (CAS 838-88-0)		0.002	< 0.002	< 0.002
4,4'-oxydianiline (CAS 101-80-4)		0.002	< 0.002	< 0.002
4,4'-thiodianiline (CAS 139-65-1)		0.002	< 0.002	< 0.002
4,4'-diaminodiphenylmethane (CAS 101-77-9)		0.002	< 0.002	< 0.002
4-Aminoazobenzene (CAS 60-09-3)		0.002	< 0.002	< 0.002
4-chloro-o-toluidine (CAS 95-69-2)		0.002	< 0.002	< 0.002
4-chloroaniline (CAS 106-47-8)		0.002	< 0.002	< 0.002
4-methoxy-m-phenylenediamine (CAS 615-05-4)		0.002	< 0.002	< 0.002
4-methyl-m-phenylenediamine (CAS 95-80-7)		0.002	< 0.002	< 0.002
5-nitro-o-toluidine (CAS 99-55-8)		0.002	< 0.002	< 0.002
6-methoxy-m-toluidine (CAS 120-71-8)		0.002	< 0.002	< 0.002
Benzidine (CAS 92-87-5)		0.002	< 0.002	< 0.002
Biphenyl-4-ylamine (CAS 92-67-1)		0.002	< 0.002	< 0.002
o-aminoazotoluene (CAS 97-56-3)		0.002	< 0.002	< 0.002
o-toluidine (CAS 95-53-4)		0.002	< 0.002	< 0.002
<u>Rating</u>			PASS	PASS
<u>Remark:</u> -All concentrations expressed in milligrams per kilogram -“<” means less than -The test results only apply to the items tested.				

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TEST RESULTS
4. Total 1,3-Butadiene in plastic according to EU regulation No. 10/2011/EC annex II

Test Method: With Reference To EN 13130-4:2004, Analyzed By HS-GC-MS

<u>Compound</u>	<u>Requirement (Max.)</u>	<u>Reporting Limit</u>	<u>Sample, mg/kg</u>
			001
1,3-Butadiene	1	1	<1
Rating			PASS
Remark: -All concentrations expressed in milligrams per kilogram -"<" means less than -The test results only apply to the items tested.			

5. Specific Migration of 1,3-Butadiene [European Union Commission Regulation (EU) No. 10/2011 and Amendments Under Commission Regulation (EC) No 1935/2004]

Test Method: CEN/TS 13130-15

<u>Food Simulant(s)</u>	<u>Time & temperature</u>	<u>Requirement (Max.)</u>	<u>Reporting Limit</u>	<u>Sample, mg/kg</u>		
				<u>001</u>		
				<u>1st test</u>	<u>2nd test</u>	<u>3rd test</u>
3% Acetic Acid	1 hour at 100°C	1	0.01	<0.01	<0.01	<0.01
Stability*				Complies		
<u>Rating</u>				PASS		
<i>Remark:</i> -All concentrations expressed in milligrams per kilogram -“<” means less than -* :The specific migration in the second contact must not exceeds the value observed in first contact and the specific migration in the third contact must not exceeds the value observed in the second contact. -The test results only apply to the items tested.						

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TEST RESULTS

6. **Specific Release For Metals and Alloys [Resolution CM/Res (2020) 9 & EDQM Metal and Alloys Technical Guide (2024 2nd Edition) Under Commission Regulation (EC) No. 1935/2004]**
Test Method: EN 13130-1: 2004 & analyzed by ICP-MS
Test condition: 1 hour, 100°C
Simulant: Citric acid 5 g/L
Extraction Volume of Simulant: 240 mL

<u>Elements</u>	<u>MDL</u>	<u>Requirement (Max.) / Sample 003</u>			
		3rd Test result	3rd contact (SRL) [mg/kg in food simulant]	1st Test+2nd Test result	1st+2nd contact (7SRLs) [mg/kg in food simulant]
Al	0.5	ND	5	ND	35
Sb	0.02	ND	0.04	ND	0.28
Cr (III)	0.1	ND	1	ND	7
Co	0.02	ND	0.02	ND	0.14
Cu	0.4	ND	4	ND	28
Fe	4.0	ND	40	ND	280
Mn	0.05	ND	0.55	ND	3.85
Mo	0.02	ND	0.12	ND	0.84
Ni	0.02	ND	0.14	ND	0.98
Ag	0.02	ND	0.08	ND	0.56
Sn	1.0	ND	100	ND	700
V	0.01	ND	0.01	ND	0.07
Zn	0.5	ND	5	ND	35
As	0.002	ND	0.002	ND	0.014
Ba	0.1	ND	1.2	ND	8.4
Be	0.01	ND	0.01	ND	0.07
Cd	0.005	ND	0.005	ND	0.035
Pb	0.01	ND	0.01	ND	0.07
Li	0.02	ND	0.048	ND	0.336
Hg	0.003	ND	0.003	ND	0.021
Tl	0.001	ND	0.001	ND	0.007
Zr	0.1	ND	2	ND	14
Mg	0.1	ND	--	ND	--
Ti	0.001	ND	--	ND	--
Rating		PASS	---	PASS	---

Remark:

- MDL=Method detection limit
- All results expressed in "mg/kg" food or food simulant
- SRL= Specific release limit
- ND = Not Detected (less than MDL)
- Requirement: the result of 1st Test+2nd Test should be less than 7SRL limit and the result of 3rd test be less than SRL**
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Date: Aug.20,2026

TEST RESULTS**7. Release of Nitrosamine and Nitrosatable Substances [European Union Commission Regulation (EU) No. 10/2011 and Amendments Under Commission Regulation (EC) No 1935/2004]****Test Method: With Reference to EN 12868: 2017**

<u>Sample</u>	<u>Sample, mg/kg</u>	
	001	
Compounds	N-Nitrosamines	N-Nitrosatable Substance
N-nitrosopyrrolidine (NPYR)	< 0.01 mg/kg	< 0.1 mg/kg
N-nitrosodimethylamine (NDMA)	< 0.01 mg/kg	< 0.1 mg/kg
N-nitrosodiethylamine (NDEA)	< 0.01 mg/kg	< 0.1 mg/kg
N-nitrosodipropylamine (NDPA)	< 0.01 mg/kg	< 0.1 mg/kg
N-nitrosodibutylamine (NDBA)	< 0.01 mg/kg	< 0.1 mg/kg
N-nitrosomorpholine (NMOR)	< 0.01 mg/kg	< 0.1 mg/kg
N-nitrosopiperidine (NPIP)	< 0.01 mg/kg	< 0.1 mg/kg
N-nitrosodibenzylamine (NDBzA)	< 0.01 mg/kg	< 0.1 mg/kg
N-nitroso-N-methyl-N-phenylamine (NMPPhA)	< 0.01 mg/kg	< 0.1 mg/kg
N-nitroso-N-ethyl-N-phenylamine (NEPhA)	< 0.01 mg/kg	< 0.1 mg/kg
Total:	< 0.01 mg/kg	< 0.1 mg/kg
<u>Requirement (Max.)</u>	0.01 mg/kg	0.1 mg/kg
Result	PASS	PASS
Remark: -All concentrations expressed in milligrams per kilogram -“<” means less than -The test results only apply to the items tested.		

***** Page 7 of 8 *****

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RCP-HST Testing decision rule: The declaration of conformity is given without taking into account the measurement uncertainty.

Level of risk associated with the Decision Rule: The results issued by UL VS Shanghai Limited Shenzhen Branch do not take into consideration the measurement uncertainty, but when the value is close to the limit, the test, if repeated by another laboratory, can give a different rating.

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SZ-FAF-001 (2026-01-01)

UL VS Shanghai Limited Shenzhen Branch

3-7F, 9-10F Building B, Sino-German (Europe) Industrial Park, South side of Hangcheng Avenue, Xixiang Subdistrict, Bao'an District, Shenzhen, P.R.China Post Code 518126

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TEST REPORT

Flashbay Electronics Huizhou

Building 10 and the 3rd floor of Building 12, No. 15, Xinhua Road, China-South Korea Huizhou Industrial Park, Zhongkai District, Huizhou City, Guangdong Province, P.R. China

Report No.: 1003184995

Date: Aug.20,2026

TEST PHOTO:



REFERENCE PHOTO



***** THE END *****

***** Page 8 of 8 *****

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SZ-FAF-001 (2026-01-01)
优力胜邦质量检测 (上海) 有限公司深圳分公司
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TERMS & CONDITIONS: VERIFICATION SERVICES

Verification Services and Governing Terms. These Terms and Conditions: Verification Services (the “**Terms**”) apply to an order that includes the Terms or incorporates them by reference (an order may be in the form of a quote, statement of work, proposal, order confirmation, or other form of order agreed by the parties, any of which is referred to here as the “**Quote**”). These Terms relate to commercial testing, verification, audit, assessment, inspection, or other professional services (the “**Services**”), as detailed in the Quote agreed to between the client identified in that Quote (the “**Client**”) and the UL Solutions company identified in that Quote (“**UL Solutions**”). Services are governed by these Terms, the terms of the Quote, and any additional terms incorporated by reference in the Quote. Any capitalized terms in these Terms that are not defined in these Terms share the definition provided in other governing terms.

1. **Scope of Service.** UL Solutions will perform the Services for Client in accordance with Client’s instructions as stated on the applicable Quote. The Services are limited to an assessment of Client samples’ conformity to requirements, specifications, and/or protocols Client has established, and do not express any opinion regarding the bulk from which the samples were drawn. The Services will not result in UL Solutions issuing product certification of any product, or registration of any management system.
2. **Retailer Programs.** If Client requests UL Solutions to assess compliance with retailer, carrier, or other third-party (“Retailer”) program by requesting Services under the Retailer’s program, Client consents to UL Solutions disclosure of all associated information, materials, reports, and deliverables to such Retailer and acknowledges that, notwithstanding any terms to the contrary in the Terms, the ownership of the deliverables for the Services is in accordance with the Retailer’s program.
3. **Payment Terms.** Client will pay, without set off, UL Solutions fees and related expenses in accordance with its then current pricing or as set out in the Quote including the cost of all taxes, wire or transfer fees, duties, and other fiscal charges which become due on the quoted price. UL Solutions 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. Client agrees to pay reasonable collection costs, including attorneys’ fees, if necessary, in the event of late or non payment.
4. **Requirements, Specifications, and Protocols.** Client is responsible for establishing or selecting all applicable requirements, specifications, and protocols that UL Solutions will use in performing the Services (“Client Requirements”). UL Solutions may provide Client with assistance in developing Client Requirements to meet Client’s needs, however, in all cases Client must review and approve the Client Requirements to be used in performing the Services.
5. **Estimated Schedule and Price.** Any time schedule and pricing terms set forth in the Terms are estimates only and subject to change upon reasonable notice from UL Solutions depending upon the specific project.
6. **Samples.** If UL Solutions requires sample examination at a UL Solutions facility (or an affiliate’s or subcontractor’s facility), Client will ship representative samples at Client’s expense. Once UL Solutions has determined the sample requirements, UL Solutions will inform Client of the number of samples needed and shipping instructions. UL Solutions, in its sole discretion, may not allow samples to be returned to Client for environmental, health, or safety reasons.
 - i. **Sample Information:** Prior to the Services, Client must promptly disclose to UL Solutions the presence of any asbestos, hazardous chemicals, pollutants, contaminants, or other inherently dangerous substances which are contained in the samples (“Hazardous Substances”). Client will retain title to all Hazardous Substances in transit to UL Solutions and to the waste generated in performance of the Services.
 - ii. **Shipping Samples.** UL Solutions will provide Client with information on where to ship the product. Usually, UL Solutions will ask Client to ship product samples to a nearby UL Solutions facility. To avoid unnecessary shipping, storage, and disposition expenses, Clients shall not send samples to UL Solutions until UL Solutions requests them and only in the quantity and condition requested by UL Solutions. Client shall comply with all applicable federal, state and local laws, codes, ordinances, UL Solutions policies, and other rules and legal requirements applicable to the shipping, handling, and disposition of the samples.
 - iii. **Oversized Samples.** Some products or systems cannot be easily or economically shipped to UL Solutions. If a product cannot be shipped to UL Solutions, UL Solutions and Client may mutually agree upon other ways to investigate Client’s product at Client’s facility or other location.
 - iv. **Testing and Return of Samples.** The Services may not physically destroy Client’s samples, however, products which have been tested will not be in a condition to be reused or resold. UL Solutions will not be responsible for lost, damaged, or destroyed samples, or for injuries or damage of any nature caused by any sample. UL Solutions is not responsible for the storage of Client’s samples. If Client does not respond in the timeframe UL Solutions instruction require regarding sample disposition, UL Solutions may immediately remove the sample(s) from its premise and charge Client for any related expenses or costs, including without limitation expenses related to hazardous waste disposal, storage fees, packaging, and shipping.
7. **On-Site Investigations.** If UL Solutions performs Services on site at Client’s facilities, or at the facilities of other parties as directed by Client, Client will ensure that UL Solutions representatives have safe, secure, and free access to the facilities as necessary to perform the Services. UL Solutions will direct its representatives to exercise due care in complying with any safety regulations which may be generally applicable to the facility’s personnel. UL Solutions access will not be conditioned upon the execution of any agreement, waiver, or release. If UL Solutions representatives are prevented from performing or completing any Services for any reason beyond UL Solutions reasonable control, UL Solutions will not be responsible for the nonperformance, and Client may be charged for any actual expenses UL Solutions incurs, cancellation fees, and fees for services performed.
8. **Management System and Manufacturing Processes Audits and/or Assessments.** UL Solutions will evaluate Client’s management systems and/or manufacturing processes and provide audit and/or assessment services in accordance with Client’s Requirements. Such audits may have the option or require continuous assessment services. Continuous assessment services are designed only to serve as verification of continued compliance with a management system or manufacturing process and do not indicate a guarantee of compliance.
9. **Deliverables.** When UL Solutions completes the Services, UL Solutions will provide Client with a report outlining the method and results of the Services. This report will be provided in UL Solutions standard report format, unless otherwise agreed in writing. UL Solutions does not guarantee that its opinions or findings will be recognized or accepted by third parties. If Client makes any subsequent analysis, summaries, reports, or observations based on the UL Solutions report, Client acknowledges that such derivative work is created independently of UL Solutions control and does not reflect the content of the report. Client shall not use a UL Solutions name or Mark on any derivative work. Any report provided by UL Solutions as part of the Services is intended for the exclusive use of the Client and as may be required, government or regulatory bodies. The UL Solutions issued report shall not be published, used for advertising purposes, copied or replicated for distribution or otherwise publicly disclosed without the prior written consent of UL Solutions.
10. **Ownership of Work Product.** Client will own the test data contained in the reports produced by UL Solutions (“Client’s Information”). Except for Client Information, UL Solutions will retain all right, title, and interest to reports, concepts, data, designs, developments, documentation, drawings, equipment, hardware, improvements, information, inventions, processes, software, techniques, technology, test fixtures, tools, and any other intellectual property produced, created or developed by UL Solutions, its affiliates, or any of its personnel in the general conduct of its business including those developed during the provision of the Services. Notwithstanding anything to the contrary, Client agrees that the UL Solutions and its affiliates shall have a non-exclusive, perpetual, irrevocable, fully-paid-up, royalty free license to use aggregated, anonymized data derived from Client Information, including any Confidential Information (the “Aggregated Data”) for purposes of improving UL Solutions or its affiliates business and services.
11. **Use of Names and Marks.** Except as otherwise authorized by UL Solutions in writing, Client will not use UL Solutions or any of its subsidiaries, affiliates, or parent companies’ trademarks, service marks, certification marks, trade names, logos, domain names, corporate identifiers or other intellectual property rights that contain or include “UL”, “Underwriters Laboratories”, “UL Solutions” and variations and derivatives thereof (collectively, the “Marks”) on any goods or their containers or packaging, or in connection with any advertising, promotions, or otherwise. Client agrees that in the event of any violation by Client of the Terms, a temporary injunction may be issued restraining Client from any further use of the Marks. Such relief shall be in addition to any other rights and remedies provided to UL Solutions by law. Client is not permitted to, and will not, photograph, videotape or record any portion of the Services without UL Solutions express written permission.
12. **Cancellation Fees.** If Client cancels or changes the Services:
 - a) For an inspection less than one (1) working day before the scheduled inspection date, UL Solutions will charge Client the Quote price plus any travel costs incurred before the cancellation.
 - b) For testing after UL Solutions receives the sample(s) at the testing facility, UL Solutions will charge Client cancellation fees according to the amount of actual work performed with a minimum cancellation fee of \$100 USD.
 - c) For a scheduled audit date, Client 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 minimum cancellation fee of \$600 USD fee in addition to any incurred travel costs.
13. **WARRANTY.** UL Solutions will provide Services in accordance with professional standards of conduct generally applicable to testing, inspection, and certification organizations and UL Solutions will not have any responsibility other than to exercise reasonable skill, care and diligence in the performance of Services. NO REPRESENTATION, WARRANTY, OR GUARANTEE, EXPRESS OR IMPLIED, IS INCLUDED IN THE TERMS, OR IN ANY REPORT, OR OTHER DOCUMENT PROVIDED UNDER THE TERMS INCLUDING, BUT NOT LIMITED TO:
 - a) ANY “IMPLIED WARRANTY OF MERCHANTABILITY” OR “FITNESS FOR A PARTICULAR PURPOSE”.
 - b) NON-INFRINGEMENT.
 - c) THAT THE UL SOLUTIONS REPORT, OPINIONS, OR FINDINGS WILL BE RECOGNIZED OR ACCEPTED BY THIRD PARTIES.
 - d) THAT THE WEB SERVICES (AS DEFINED BELOW) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.
14. **Client Information.** Client represents and warrants that all information and data provided to UL Solutions by Client, or on its behalf, is complete and accurate and may be relied upon to provide Services and does not infringe on the intellectual property rights of any third party. If any information or data provided to UL Solutions by Client or on Client’s behalf is incomplete or inaccurate, UL Solutions will not be liable in any manner for any deficiencies in the Services.
15. **Web Services.** UL Solutions may provide Client 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 Client as a convenience and are provided on an “as is, as available” basis. By using the Web Services, Client acknowledges and agrees that no data or content transmitted over UL Solutions 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 UL Solutions, its affiliates, or its service providers may be deleted, modified, or damaged. Client acknowledges that if Client would like to protect its transmission of data or files to UL Solutions, it is Client’s responsibility to use a secure encrypted connection to communicate with and use the Web Services. Client’s use of the Web Services is 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.
16. **Confidentiality. “Confidential Information”** means any information, technical data, know-how, tangible products or materials provided by one party to the other party under the Terms. Confidential Information shall not include any information that:
 - a) Was previously known to the recipient or independently developed by the recipient without reference to the Confidential Information.
 - b) Is or becomes publicly available through no fault of the recipient.
 - c) Is disclosed by the recipient with the discloser’s prior written approval; or
 - d) Required to be disclosed by law or regulatory authority.The recipient shall use Confidential Information only for the parties’ mutually agreed upon purpose as described in the Terms. The recipient shall not disclose Confidential Information to any third party except its officers, directors, trustees, employees, consultants or agents who need access to the Confidential Information to perform the parties’ mutually agreed upon purpose.
17. **LIMITATION OF LIABILITY.** UL SOLUTIONS TOTAL LIABILITY FOR ANY CLAIMS FOR LOSS, DAMAGE, OR EXPENSE OF ANY NATURE AND HOWSOEVER ARISING INCLUDING WITHOUT LIMITATION CLAIMS FOR ANY BREACH OF CONTRACT, ANY FAILURE TO EXERCISE APPROPRIATE SKILL AND CARE, ANY FORM OF NEGLIGENCE OR OTHER TORT, AND/OR ANY INDEMNIFICATION OBLIGATION OR OTHER OBLIGATION IN THE TERMS OR QUOTE WILL UNDER NO CIRCUMSTANCE EXCEED THE FEES RECEIVED FOR THE SPECIFIC SERVICES WHICH GIVE RISE TO SUCH CLAIMS. UNDER NO CIRCUMSTANCE WILL UL SOLUTIONS 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 CLIENT; OR OTHER INTANGIBLE LOSSES (EVEN IF UL SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). UNDER NO CIRCUMSTANCE WILL UL SOLUTIONS BE LIABLE TO CLIENT FOR ANY CLAIMS FOR LOSS, DAMAGE, OR EXPENSE UNLESS SUCH CLAIM IS BROUGHT WITHIN TWELVE MONTHS AFTER THE DATE OF THE PERFORMANCE BY UL SOLUTIONS 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.** Client will defend, hold harmless, and indemnify UL Solutions and its officers, directors, trustees, employees, agents, or subcontractors against all claims made by any third party for loss, damage, or expense arising out of the Terms or the Quote, 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 the Terms will not constitute a waiver of any rights under the Terms or future performance of that section.
20. **No Third-Party Beneficiaries.** The parties intend that no provisions of the Terms 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 the Terms.
21. **No Assignment.** Neither party may assign any of its rights or obligations under the Terms to any other person without the other party’s written authorization. However, UL Solutions may, upon written notice, assign its rights and obligations under the Terms to any of its affiliates or subsidiaries.
22. **Subcontracting and Personnel.** UL Solutions will be responsible for assigning and re-assigning its personnel, as appropriate, to perform the Services. For the duration of the engagement and for a period of twelve (12) months after the Services are completed, Client will not actively solicit the employment of UL Solutions personnel involved directly with providing the Services under the Quote. Client agrees that UL Solutions may subcontract the Services to third parties. Client authorizes UL Solutions to disclose all information to the subcontractor, including Confidential Information, necessary for such performance of the Services by the subcontractor. UL Solutions will provide as a term of any such subcontract that the subcontractor shall meet UL Solutions current qualification requirements and will comply with its requirements for confidentiality, conflicts of interest, and ethical standards.
23. **Termination and Notice.** The Quote will continue in effect until the Services are completed or until the Quote is terminated by either party upon thirty days written notice or, in the event of Client’s breach of the Terms or the Quote, immediately upon receipt of written notice to Client. Client will pay those fees and expenses incurred by UL Solutions prior to termination. Notices must be in writing and may be delivered by mail or email. Notices to UL Solutions must include a copy by email to legal.notices@ul.com.
24. **Choice of Law and Dispute Resolution.** All disputes, claims, controversies, questions, or differences related to or arising out of the Services, the Quote, or the Terms will be finally settled by confidential arbitration (except for the limited court remedies provided below). The arbitration will be conducted in English before a single arbitrator agreed to by both parties (or if the parties cannot so agree, an arbitrator appointed by the applicable administrator), in accordance with the then-current rules and procedures of the applicable administrator. The administrator, location, and governing law applicable to the construction and interpretation of the Terms and the Quote will be as follows:
 - a) If UL Solutions principal place of business is in the United States of America, the arbitration will be administered in Chicago, Illinois by the American Arbitration Association, and the arbitrator will apply the laws of the State of Illinois.
 - b) If UL Solutions principal place of business is in Canada, the arbitration will be administered in Toronto by the International Centre for Dispute Resolution Canada, and the arbitrator will apply the laws of Ontario.
 - c) If UL Solutions principal place of business is in Latin America, the arbitration will be administered in Miami, Florida, USA by the International Centre for Dispute Resolution, and the arbitrator will apply the laws of the State of Florida.
 - d) If UL Solutions principal place of business is in Europe, Africa, or the Middle East, the arbitration will be administered in Zurich, Switzerland by the International Chamber of Commerce, and the arbitrator will apply the laws of Switzerland.
 - e) If UL Solutions and Client’s principal places of business are in China, the arbitration will be administered in Beijing by the China International Economic and Trade Arbitration Commission, and the arbitrator will apply the laws of China.
 - f) If UL Solutions principal place of business is in China but Client’s principal place of business is outside China, the next clause will apply.
 - f) If UL Solutions principal place of business is in Asia (except as set forth in the preceding clause), Australia, or New Zealand, the arbitration will be administered in Singapore by the Singapore International Arbitration Centre, and the arbitrator will apply the laws of the Republic of Singapore.The arbitrator does not have authority to modify the Terms and must apply the above choice of law without regard to conflicts of law principles. The arbitrator’s decision will be the binding and final remedy for any dispute between the parties arising out of the Terms. However, a party may seek from a court of competent jurisdiction: judgement on an arbitration award, provisional remedies in aid of arbitration, or injunctive relief to stop a breach or threatened breach of the Terms.
25. **Severability.** If any section of the Terms is held invalid, void, or unenforceable for any reason that section will be severed, and all other sections of the Terms will remain valid to the extent permissible under law.
26. **Modifications.** The Terms and Quote are the entire and complete agreement between the parties and supersede any other communications, representations, agreements with respect to its subject matter. Under no circumstances will any preprinted, additional, or different terms and conditions on Client’s requests for quotation, purchase orders, invoices, sales or marketing materials, emails, any acceptance communications, or other business documents apply to the Services or the Terms or bind UL Solutions in any manner. Modifications that have not been made by UL Solutions or that have not been accepted by UL Solutions in a written or emailed confirmation from UL Solutions are not accepted by UL Solutions, and commencement of performance will not signify acceptance by UL Solutions of any such modifications. Any such modifications are excluded from the agreement, and such modifications will not be a binding agreement on UL Solutions.
27. **Order of Precedence.** Except for conflicts related to payment terms, estimated schedule, or price for the Services, the Terms will take precedence over any conflicting terms in any Quote.
28. **Electronic Signature.** The Terms may be executed and delivered by facsimile, PDF, or by means of other electronic signature. UL Solutions’ electronic, digital, or hard copies of the Terms, Client’s acceptance, and Quotes as signed, or otherwise accepted, by Client will be the true, complete, valid, authentic, and enforceable copies of these documents. Client agrees that it will not contest the admissibility or enforceability of UL Solutions copies in a court or any proceeding arising out of such documents.
29. **Force Majeure.** Neither party will be liable for any failure or delay in the performance of its obligations due to fire, flood, earthquake, governmental actions, epidemic disease, 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:
 - a) Could not have been prevented by reasonable precautions.
 - b) Cannot reasonably be circumvented.
 - c) The party hindered or delayed immediately notifies the other party describing the circumstance causing delay.