



TEST REPORT

Flashbay Electronics

Building 2, Jixun Industrial Park, Xinjiao, Dong'ao Village, Shatian Town, Huiyang District, Huizhou City, Guangdong Province, P.R. China

Report No.: 1001890771

Date: Apr.21,2023

Attn.: Sammy

SAMPLE DESCRIPTION : Pens

STYLE NO. : Accent (ACT) \ Glow (GLO)

PO NO. : Not Provided

AGE GRADE : Not Provided

COLOUR : Not Provided

APPLICANT : Flashbay Electronics

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 : Mar 30, 2023

DATE OF TEST : Mar 30, 2023 – Apr 21, 2023

RESULTS : Please refer to the following page(s)

CONCLUSION:

- Determination Of 233 Candidate List Of Substance Of Very High Concern [Article 33 of Regulation (EC) no. 1907/2006 (REACH)] 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)

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TEST RESULTS

Tested Sample ID	Product Description / Sample Group Desc.
001	Blue ink (pen-blue style)
002	Black ink (pen-two styles)
003	Matt black plastic with dark blue coating (shell-blue style)
004	Black plastic (top cap of ball-pint pen/connector-blue style & cap with hook/handle-red style)
005	Black soft plastic (connector cover-blue style)
006	Black plastic (dark blue barrel ring/barrel inner stopper-blue style)
007	Bright black plastic (top cover of Marker/connector of Marker writing-blue style)
008	Shiny silvery plated white plastic (cap-blue style)
009	White plastic (ink tube-two styles)
010	Dull white Marker writing point (two styles)
011	Translucent plastic (barrel inner stopper of two styles-inaccessible)
012	Transparent plastic with fiber (Marker inner ink container of two styles-inaccessible)
013	Silvery metal (hook-blue style)
014	Silvery metal (spring-two styles)
015	Silvery metal (tip of writing point-two styles)
016	Silvery metal (ball of writing point-two styles)
017	Pink ink (pen-red style)
018	White plastic with red coating (barrel-red style)
019	Black soft plastic with red coating (top cap-red style)
020	Black plastic (connector of Marker-red style)
021	Black-blue plastic (inner stopper of red style-inaccessible)
022	Beige plastic (inner stopper of red style-inaccessible)

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Date: Apr.21,2023

TEST RESULTS

1. Determination Of 233 Candidate List Of Substance Of Very High Concern [Article 33 of Regulation (EC) no. 1907/2006 (REACH)]

Test Method: In-house method

Test Result Summary:		
Sample No.	Substance No.*: Result (%)	Rating
<u>001+002+017</u>	ND	PASS
<u>003+004+005+006+007+008+009+010</u>	ND	PASS
<u>011+012+018+019+020+021+022</u>	ND	PASS
<u>013+014+015</u>	ND	PASS
<u>016</u>	ND	PASS
* Number is substance number which is listed on below appendix full list table Others means other SVHC which is negative result in below appendix full list table		
<p><i>Remark:</i></p> <ul style="list-style-type: none"> -All concentrations expressed in percentage of tested parts -“<” means less than -“ND” denotes “Not Detected”, means less than reporting limit. -Method for determination of analyte are determined by GC-MSD, ICP-OES, LC-MS-MS & UV-VIS Spectroscopy respectively. -The test results only apply to the items tested. -The metallic compounds were tested in term of their composing elements (i.e. Arsenic, Chromium, Cobalt, Lead, Tin, Aluminum, Silicon, Zirconium, Boron, Strontium, Zinc, Antimony, Barium, Titanium and Cadmium). The amount of metallic compounds were calculated by means of molecular conversion from its metal amount obtained. Additional information such as bill of substances (BOS) may need to provide for further review if the amount of metallic compounds exceed 0.1%. -When the SVHC concentrations of an article do not exceed 0.1%, the legal notification obligations to ECHA are not applicable. When the SVHC concentrations of an article exceed 0.1%, the legal notification obligations to ECHA should be further studied, depending on the annual quantities of the SVHC in the articles of the manufacturer/ importer. 		

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TEST RESULTS

Appendix Full list of tested SVHC:			
Substance No.	Substance Name	Cas Number	Reporting Limit (%)
1.	ALKANES, C10-13, CHLORO(SHORT CHAIN CHLORINATED PARAFFINS)	85535-84-8	0.01
2.	ANTHRACENE	120-12-7	0.01
3.	BENZYL BUTYL PHTHALATE (BBP)	85-68-7	0.01
4.	BIS(2-ETHYLHEXYL PHTHALATE) (DEHP)	117-81-7	0.01
5.	BIS(TRIBUTYL TIN)OXIDE (TBTO)	56-35-9	0.01
6.	COBALT DICHLORIDE	7646-79-9	0.01
7.	4,4-DIAMINODIPHENYLMETHANE	101-77-9	0.01
8.	DIARSENIC PENTAOXIDE	1303-28-2	0.01
9.	DIARSENIC TRIOXIDE	1327-53-3	0.01
10.	DIBUTYL PHTHALATE	84-74-2	0.01
11.	HEXABROMOCYCLODODECANE (HBCDD) AND ALL MAJOR DIASTEREOMERS IDENTIFIED (A-HBCDD, B-HBCDD, Γ-HBCDD)	25637-99-4 and 3194-55-6 (134237-51-7, 134237-50-6, 134237-52-8)	0.01
12.	LEAD HYDROGEN ARSENATE	7784-40-9	0.01
13.	SODIUM DICHROMATE	10588-01-9 and 7789-10-0	0.01
14.	5-TERT-BUTYL-2,4,6-TRINITRO-M-XYLENE (MUSK XYLENE)	81-15-2	0.01
15.	TRIETHYL ARSENATE	15606-95-8	0.01
16.	ANTHRACENE OIL	90640-80-5	0.01
17.	ANTHRACENE OIL, ANTHRACENE PASTE, DISTILLATION LIGHTS	91995-17-4	0.01
18.	ANTHRACENE OIL, ANTHRACENE PASTE, ANTHRACENE FRACTION	91995-15-2	0.01
19.	ANTHRACENE OIL, ANTHRACENE-LOW	90640-82-7	0.01
20.	ANTHRACENE OIL, ANTHRACENE PASTE	90640-81-6	0.01
21.	COAL TAR PITCH, HIGH TEMP	65996-93-2	0.01
22.	2,4-DINITROTOLUENE	121-14-2	0.01
23.	DI-ISOBUTYL PHTHALATE (DIBP)	84-69-5	0.01
24.	LEAD CHROMATE	7758-97-6	0.01
25.	LEAD CHROMATE MOLYBDATE SULPHATE RED (C.I. PIGMENT RED 104)	12656-85-8	0.01

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Report No.: 1001890771

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TEST RESULTS

Substance No.	Substance Name	Cas Number	Reporting Limit (%)
26.	LEAD SULFOCHROMATE YELLOW (C.I. PIGMENT YELLOW 34)	1344-37-2	0.01
27.	TRIS(2-CHLOROETHYL)PHOSPHATE	115-96-8	0.01
28.	ACRYLAMIDE	79-06-1	0.01
29.	TRICHLOROETHYLENE	79-01-6	0.01
30.	BORIC ACID	10043-35-3	0.01
31.	DISODIUM TETRABORATE, ANDRYDOUS	1303-96-4 1330-43-4 12179-04-3	0.01
32.	TETRABORON DISODIUM HEPTAOXIDE, HYDRATE	12267-73-1	0.01
33.	SODIUM CHROMATE	7775-11-3	0.01
34.	POTASSIUM CHROMATE	7789-00-6	0.01
35.	AMMONIUM DICHROMATE	7789-09-5	0.01
36.	POTASSIUM DICHROMATE	7778-50-9	0.01
37.	COBALT (II) SULPHATE	10124-43-3	0.01
38.	COBALT DINITRATE	10141-05-6	0.01
39.	COBALT (II) CARBONATE	513-79-1	0.01
40.	COBALT DI(ACETATE)	71-48-7	0.01
41.	2-METHOXYETHANOL	109-86-4	0.01
42.	2-ETHOXYETHANOL	110-80-5	0.01
43.	CHROMIUM TRIOXIDE	1333-82-0	0.01
44.	ACIDS GENERATED FROM CHROMIUM TRIOXIDE AND THEIR OLIGOMERS: 1) CHROMIC ACID 2) DICHROMIC ACID	7738-94-5 13530-68-2	0.01
45.	2-ETHOXYETHYL ACETATE	111-15-9	0.01
46.	STRONTIUM CHROMATE	7789-06-2	0.01
47.	1,2-BENZENEDIC ACID DI-C7-11-BRANCHED AND LINEAR ALKYL ESTERS (DHNUP)	68515-42-4	0.01
48.	HYDRAZINE	7803-57-8	0.01
49.	1-METHYL-2-PYRROLIDONE	872-50-4	0.01
50.	1,2,3-TRICHLOROPROPANE	96-18-4	0.01
51.	1,2-BENZENEDICARBOXYLIC ACID, DI-C5-8-BRANCHED ALKYL ESTERS, C7-RICH (DIHP)	71888-89-6	0.01
52.	DICHROMIUM TRIS(CHROMATE)	24613-89-6	0.01

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TEST RESULTS

Substance No.	Substance Name	Cas Number	Reporting Limit (%)
53.	POTASSIUM HYDROXYOCTAOXODIZINCATEDI-CHROMATE	11103-86-9	0.01
54.	PENTAZINC CHROMATE OCTAHYDROXIDE	49663-84-5	0.01
55.	ALUMINOSILICATE REFRACTORY CERAMIC FIBRES (RCF)	-	0.01
56.	ZIRCONIA ALUMINOSILICATE REFRACTORY CERAMIC FIBRES (ZR-RCF)	-	0.01
57.	FORMALDEHYDE, OLIGOMERIC REACTION PRODUCTS WITH ANILINE (TECHNICAL MDA)	25214-70-4	0.01
58.	BIS(2-METHOXYETHYL) PHTHALATE	117-82-8	0.01
59.	2-METHOXYANILINE; O-ANISIDINE	90-04-0	0.01
60.	4-(1,1,3,3-TETRAMETHYLBUTYL)PHENOL, (4-TERT-OCTYLPHENOL)	140-66-9	0.01
61.	1,2-DICHLOROETHANE	107-06-2	0.01
62.	BIS(2-METHOXYETHYL) ETHER	111-96-6	0.01
63.	ARSENIC ACID	7778-39-4	0.01
64.	CALCIUM ARSENATE	7778-44-1	0.01
65.	TRILEAD DIARSENATE	3687-31-8	0.01
66.	N,N-DIMETHYLACETAMIDE (DMAC)	127-19-5	0.01
67.	2,2'-DICHLORO-4,4'-METHYLENEDIANILINE (MOCA)	101-14-4	0.01
68.	PHENOLPHTHALEIN	77-09-8	0.01
69.	LEAD AZIDE LEAD DIAZIDE	13424-46-9	0.01
70.	LEAD STYPHNATE	15245-44-0	0.01
71.	LEAD DIPICRATE	6477-64-1	0.01
72.	1,2-BIS(2METHOXY-ETHOXY) ETHANE (TEGDME; TRIGLYME)	112-49-2	0.01
73.	1,2-DIMETHOXYETHANE; ETHYLENE GLYCOL DIMETHYL ETHER (EGDME)	110-71-4	0.01
74.	4,4'-BIS(DIMETHYLAMINO)-4''(METHYLAMINO)TRITYL ALCOHOL (C.I. SOLVENT VIOLET 8)	561-41-1	0.01
75.	4,4'-BIS(DIMETHYLAMINO) BENZOPHENONE (MICHLER'S KETONE)	90-94-8	0.01
76.	[4-[4,4'-BIS(DIMETHYLAMINO) BENZHYDRYLIDENE]CYCLOHEXA-2,5-DIEN-1-YLIDENE]DIMETHYLAMMONIUM CHLORIDE (C.I.BASIC VIOLET 3)	548-62-9	0.01

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TEST RESULTS

Substance No.	Substance Name	Cas Number	Reporting Limit (%)
77.	[4-[[4-ANILINO-1-NAPHTHYL] [4(DIMETHYLAMINO)PHENYL] METHYLENE]CYCLOHEXA-2,5-DIEN-1YLIDENE] DIMETHYL AMMONIUM CHLORIDE (C.I. BASIC BLUE 26)	2580-56-5	0.01
78.	N,N,N',N'-TETRAMETHYL-4,4'- METHYLENEDIANILINE (MICHLER'S BASE)	101-61-1	0.01
79.	A,A-BIS[4-(DIMETHYLAMINO) PHENYL]-4 (PHENYLAMINO) NAPHTHALENE-1-METHANOL (C.I. SOLVENT BLUE 4)	6786-83-0	0.01
80.	DIBORON TRIOXIDE	1303-86-2	0.01
81.	FORMAMIDE	75-12-7	0.01
82.	LEAD(II) BIS(METHANESULFONATE)	17570-76-2	0.01
83.	TGIC(1,3,5-TRIS(OXIRANYLMETHYL)-1,3,5- TRIAZINE-2,4,6(1H,3H,5H)-TRIONE)	2451-62-9	0.01
84.	B-TGIC(1,3,5-TRIS[(2S AND2R)-2,3- EPOXYPROPYL]-1,3,5-TRIAZINE-2,4,6-(1H,3H,5H)- TRIONE)	59653-74-6	0.01
85.	BIS(PENTABROMOPHENYL) ETHER (DECABROMODIPHENYL ETHER; DECABDE)	1163-19-5	0.01
86.	PENTACOSAFLUOROTRIDECAHOIC ACID	72629-94-8	0.01
87.	TRICOSAFLUORODODECAHOIC ACID	307-55-1	0.01
88.	HENICOSAFLUOROUNDECAHOIC ACID	2058-94-8	0.01
89.	HEPTACOSAFLUOROTETRADECAHOIC ACID	376-06-7	0.01
90.	DIAZENE-1,2-DICARBOXAMIDE (C,C'- AZODI(FORMAMIDE))	123-77-3	0.01
91.	CYCLOHEXANE-1,2-DICARBOXYLIC ANHYDRIDE[1] CIS-CYCLOHEXANE-1,2- DICARBOXYLICANHYDRIDE [2] TRANS-CYCLOHEXANE-1,2- DICARBOXYLICANHYDRIDE [3] [THE INDIVIDUAL CIS- [2] AND TRANS- [3] ISOMER SUBSTANCES AND ALL POSSIBLE COMBINATIONS OF THE CIS- AND TRANS- COMBINATIONS OF THE CIS- AND TRANSISOMERS [1] ARE COVERED BY THIS ENTRY].	85-42-7, 13149-00-3, 14166-21-3	0.01

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TEST REPORT

Flashbay Electronics

Building 2, Jixun Industrial Park, Xinjiao, Dong'ao Village, Shatian Town, Huiyang District, Huizhou City, Guangdong Province, P.R. China

Report No.: 1001890771

Date: Apr.21,2023

TEST RESULTS

Substance No.	Substance Name	Cas Number	Reporting Limit (%)
92.	HEXAHYDROMETHYLPHTHALIC ANHYDRIDE [1], HEXAHYDRO-4-METHYLPHTHALIC ANHYDRIDE[2], HEXAHYDRO-1-METHYLPHTHALIC ANHYDRIDE[3], HEXAHYDRO-3-METHYLPHTHALIC ANHYDRIDE[4] [THE INDIVIDUAL ISOMERS [2], [3] AND [4] (INCLUDING THEIR CIS- AND TRANS- STEREO ISOMERIC FORMS) AND ALL POSSIBLE COMBINATIONS OF THE ISOMERS [1] ARE COVERED BY THIS ENTRY]	25550-51-0, 19438-60-9, 48122-14-1, 57110-29-9	0.01
93.	4-NONYLPHENOL, BRANCHED AND LINEAR [SUBSTANCES WITH A LINEAR AND/OR BRANCHED ALKYL CHAIN WITH A CARBON NUMBER OF 9 COVALENTLY BOUND IN POSITION 4 TO PHENOL, COVERING ALSO UVCB- AND WELL-DEFINED SUBSTANCES WHICH INCLUDE ANY OF THE INDIVIDUAL ISOMERS OR A COMBINATION THEREOF]	—	0.01
94.	4-(1,1,3,3-TETRAMETHYLBUTYL)PHENOL, ETHOXYLATED [COVERING WELL-DEFINED SUBSTANCES AND UVCB SUBSTANCES, POLYMERS AND HOMOLOGUES]	—	0.01
95.	METHOXYACETIC ACID	625-45-6	0.01
96.	N,N-DIMETHYLFORMAMIDE	68-12-2	0.01
97.	DIBUTYL TIN DICHLORIDE (DBTC)	683-18-1	0.01
98.	LEAD MONOXIDE (LEAD OXIDE)	1317-36-8	0.01
99.	ORANGE LEAD (LEAD TETROXIDE)	1314-41-6	0.01
100.	LEAD BIS(TETRAFLUOROBORATE)	13814-96-5	0.01
101.	TRILEAD BIS(CARBONATE)DIHYDROXIDE	1319-46-6	0.01
102.	LEAD TITANIUM TRIOXIDE	12060-00-3	0.01
103.	LEAD TITANIUM ZIRCONIUM OXIDE	12626-81-2	0.01
104.	SILICIC ACID, LEAD SALT	11120-22-2	0.01

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TEST REPORT

Flashbay Electronics

Building 2, Jixun Industrial Park, Xinjiao, Dong'ao Village, Shatian Town, Huiyang District, Huizhou City, Guangdong Province, P.R. China

Report No.: 1001890771

Date: Apr.21,2023

TEST RESULTS

Substance No.	Substance Name	Cas Number	Reporting Limit (%)
105.	SILICIC ACID (H2SI2O5), BARIUM SALT (1:1),LEAD-DOPED [WITH LEAD (PB) CONTENT ABOVE THEAPPLICABLE GENERIC CONCENTRATION LIMIT FOR 'TOXICITY FOR REPRODUCTION' REPR. 1A (CLP) ORCATEGORY 1 (DSD); THE SUBSTANCE IS A MEMBER OF THE GROUP ENTRY OF LEAD COMPOUNDS, WITH INDEX NUMBER 082-001-00-6 IN REGULATION (EC) NO 1272/2008]	68784-75-8	0.01
106.	1-BROMOPROPANE (N-PROPYL BROMIDE)	106-94-5	0.01
107.	METHYLOXIRANE (PROPYLENE OXIDE)	75-56-9	0.01
108.	1,2-BENZENEDICARBOXYLIC ACID, DIPENTYLESTER, BRANCHED AND LINEAR	84777-06-0	0.01
109.	DIISOPENTYLPHTHALATE (DIPP)	605-50-5	0.01
110.	N-PENTYL-ISOPENTYLPHTHALATE	776297-69-9	0.01
111.	1,2-DIETHOXYETHANE	629-14-1	0.01
112.	ACETIC ACID, LEAD SALT, BASIC	51404-69-4	0.01
113.	LEAD OXIDE SULFATE	12036-76-9	0.01
114.	[PHTHALATO(2-)]DIOXOTRILEAD	69011-06-9	0.01
115.	DIOXOBIS(STEARATO)TRILEAD	12578-12-0	0.01
116.	FATTY ACIDS, C16-18, LEAD SALTS	91031-62-8	0.01
117.	LEAD CYNAMIDATE	20837-86-9	0.01
118.	LEAD DINITRATE	10099-74-8	0.01
119.	PENTALEAD TETRAOXIDE SULPHATE	12065-90-6	0.01
120.	PYROCHLORE, ANTIMONY LEAD YELLOW	8012-00-8	0.01
121.	SULFUROUS ACID, LEAD SALT, DIBASIC	62229-08-7	0.01
122.	TETRAETHYLLEAD	78-00-2	0.01
123.	TETRALEAD TRIOXIDE SULPHATE	12202-17-4	0.01
124.	TRILEAD DIOXIDE PHOSPHONATE	12141-20-7	0.01
125.	FURAN	110-00-9	0.01
126.	DIETHYL SULPHATE	64-67-5	0.01
127.	DIMETHYL SULPHATE	77-78-1	0.01
128.	3-ETHYL-2-METHYL-2-(3-METHYLBUTYL)-1,3-OXAZOLIDINE	143860-04-2	0.01
129.	DINOSEB (6-SEC-BUTYL-2,4-DINITROPHENOL)	88-85-7	0.01

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TEST REPORT

Flashbay Electronics

Building 2, Jixun Industrial Park, Xinjiao, Dong'ao Village, Shatian Town, Huiyang District, Huizhou City, Guangdong Province, P.R. China

Report No.: 1001890771

Date: Apr.21,2023

TEST RESULTS

Substance No.	Substance Name	Cas Number	Reporting Limit (%)
130.	4,4'-METHYLENEDI-O-TOLUIDINE	838-88-0	0.01
131.	4,4'-OXYDIANILINE AND ITS SALTS	101-80-4	0.01
132.	4-AMINOAZOBENZENE	60-09-3	0.01
133.	4-METHYL-M-PHENYLENEDIAMINE (TOLUENE-2,4-DIAMINE)	95-80-7	0.01
134.	6-METHOXY-M-TOLUIDINE (P-CRESIDINE)	120-71-8	0.01
135.	BIPHENYL-4-YLAMINE	92-67-1	0.01
136.	O-AMINOAZOTOLUENE [(4-O-TOLYLAZO-OTOLUIDINE)]	97-56-3	0.01
137.	O-TOLUIDINE	95-53-4	0.01
138.	N-METHYLACETAMIDE	79-16-3	0.01
139.	CADMIUM	7440-43-9	0.01
140.	CADMIUM OXIDE	1306-19-0	0.01
141.	AMMONIUM PENTADEC AFLUORO OCTANOATE (APFO)	3825-26-1	0.01
142.	PENTADEC AFLUORO OCTANOIC ACID(PFOA)	335-67-1	0.01
143.	DIPENTYL PHTHALATE(DPP)	131-18-0	0.01
144.	4-NONYLPHENOL, BRANCHED AND LINEAR,ETHOXYLATED [SUBSTANCES WITH ALINEAR AND/OR BRANCHED ALKYL CHAIN WITHA CARBON NUMBER OF 9 COVALENTLYBOUND IN POSITION 4 TO PHENOL,ETHOXYLATED COVERING UVCB- AND WELL-DEFINED SUBSTANCES, POLYMERS ANDHOMOLOGUES, WHICH INCLUDE ANY OF THEINDIVIDUAL ISOMERS AND/ORCOMBINATIONS	—	0.01
145.	CADMIUM SULPHIDE	1306-23-6	0.01
146.	DISODIUM 3,3'-[[1,1'-BIPHENYL]-4,4'-DIYLBIS(AZO)]BIS(4-AMINONAPHTHALENE-1-SULPHONATE) (C.I. DIRECT RED 28)	573-58-0	0.01
147.	DISODIUM 4-AMINO-3-[[4'-[(2,4-DIAMINOPHENYL)AZO]][1,1'-BIPHENYL]-4-YL]AZO]-5-HYDROXY-6-(PHENYLAZO)NAPHTHALENE-2,7-DISULPHONATE (C.I. DIRECT BLACK 38)	1937-37-7	0.01
148.	DIHEXYL PHTHALATE	84-75-3	0.01
149.	IMIDAZOLIDINE-2-THIONE (2-IMIDAZOLINE-2-THIOL)	96-45-7	0.01

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TEST REPORT

Flashbay Electronics

Building 2, Jixun Industrial Park, Xinjiao, Dong'ao Village, Shatian Town, Huiyang District, Huizhou City, Guangdong Province, P.R. China

Report No.: 1001890771

Date: Apr.21,2023

TEST RESULTS

Substance No.	Substance Name	Cas Number	Reporting Limit (%)
150.	LEAD DI(ACETATE)	301-04-2	0.01
151.	TRIXYLYL PHOSPHATE	25155-23-1	0.01
152.	1,2-BENZENEDICARBOXYLIC ACID, DIHEXYL ESTER, BRANCHED AND LINEAR	68515-50-4	0.01
153.	SODIUM PERBORATE, PERBORIC ACID, SODIUM SALT	-	0.01
154.	SODIUM PEROXOMETABORATE	7632-04-4	0.01
155.	CADMIUM CHLORIDE	10108-64-2	0.01
156.	CADMIUM FLUORIDE	7790-79-6	0.01
157.	CADMIUM SULPHATE	10124-36-4; 31119-53-6	0.01
158.	2-BENZOTRIAZOL-2-YL-4,6-DI-TERT-BUTYLPHENOL (UV-320)	3846-71-7	0.01
159.	2-(2H-BENZOTRIAZOL-2-YL)-4,6-DITERTPENTYLPHENOL (UV-328)	25973-55-1	0.01
160.	2-ETHYLHEXYL 10-ETHYL-4,4-DIOCTYL-7-OXO-8-OXA-3,5-DITHIA-4-STANNATETRADECANOATE (DOTE)	15571-58-1	0.01
161.	REACTION MASS OF 2-ETHYLHEXYL 10-ETHYL-4,4-DIOCTYL-7-OXO-8-OXA-3,5-DITHIA-4-STANNATETRADECANOATE AND 2-ETHYLHEXYL 10-ETHYL-4-[[2-[(2-ETHYLHEXYL)OXY]-2-OXOETHYL]THIO]-4-OCTYL-7-OXO-8-OXA-3,5-DITHIA-4-STANNATETRADECANOATE (REACTION MASS OF DOTE AND MOTE)	-	0.01
162.	1,2-BENZENEDICARBOXYLIC ACID, DI-C6-10-ALKYL ESTERS; 1,2-BENZENEDICARBOXYLIC ACID, MIXED DECYL AND HEXYL AND OCTYL DIESTERS WITH ≥ 0.3% OF DIHEXYL PHTHALATE (EC NO. 201-559-5)	68515-51-5 68648-93-1	0.01
163.	5-SEC-BUTYL-2-(2,4-DIMETHYLCYCLOHEX-3-EN-1-YL)-5-METHYL-1,3-DIOXANE [1], 5-SEC-BUTYL-2-(4,6-DIMETHYLCYCLOHEX-3-EN-1-YL)-5-METHYL-1,3-DIOXANE [2] [COVERING ANY OF THE INDIVIDUAL STEREOISOMERS OF [1] AND [2] OR ANY COMBINATION THEREOF]	-	0.01
164.	1,3-PROPANESULTONE	1120-71-4	0.01
165.	2,4-DI-TERT-BUTYL-6-(5-CHLOROBENZOTRIAZOL-2-YL)PHENOL (UV-327)	3864-99-1	0.01
166.	2-(2H-BENZOTRIAZOL-2-YL)-4-(TERT-BUTYL)-6-(SEC-BUTYL)PHENOL (UV-350)	36437-37-3	0.01

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TEST REPORT

Flashbay Electronics

Building 2, Jixun Industrial Park, Xinjiao, Dong'ao Village, Shatian Town, Huiyang District, Huizhou City, Guangdong Province, P.R. China

Report No.: 1001890771

Date: Apr.21,2023

TEST RESULTS

Substance No.	Substance Name	Cas Number	Reporting Limit (%)
167.	NITROBENZENE	98-95-3	0.01
168.	PERFLUORONONAN-1-OIC ACID (2,2,3,3,4,4,5,5,6,6,7,7,8,8,9,9-HEPTADEC AFLUORONONANOIC ACID AND ITS SODIUM AND AMMONIUM SALTS	375-95-1 21049-39-8 4149-60-4	0.01
169.	BENZO[DEF]CHRYSENE (BENZO[A]PYRENE)	50-32-8	0.01
170.	4,4'-ISOPROPYLIDENEDIPHENOL (BISPHENOL A; BPA)	80-05-7	0.01
171.	NONADEC AFLUORODECANOIC ACID (PFDA) AND ITS SODIUM AND AMMONIUM SALTS	335-76-2 3830-45-3 3108-42-7	0.01
172.	P-(1,1-DIMETHYLPROPYL)PHENOL	80-46-6	0.01
173.	4-HEPTYLPHENOL, BRANCHED AND LINEAR [SUBSTANCES WITH A LINEAR AND/OR BRANCHED ALKYL CHAIN WITH A CARBON NUMBER OF 7 COVALENTLY BOUND PREDOMINANTLY IN POSITION 4 TO PHENOL, COVERING ALSO UVCB- AND WELL-DEFINED SUBSTANCES WHICH INCLUDE ANY OF THE INDIVIDUAL ISOMERS OR A COMBINATION THEREOF]	-	0.01
174.	PERFLUOROHXANE-1-SULPHONIC ACID AND ITS SALTS (PFHXS),	-	0.01
175.	BENZ[A]ANTHRACENE	56-55-3, 1718-53-2	0.01
176.	CADMIUM CARBONATE	513-78-0	0.01
177.	CADMIUM HYDROXIDE	21041-95-2	0.01
178.	CADMIUM NITRATE	10022-68-1, 10325-94-7	0.01
179.	CHRYSENE	218-01-9, 1719-03-5	0.01
180.	DODECACHLOROPENTACYCLO [12.2.1.16,9.02,13.05,10] OCTADEC A-7,15-DIENE ("DECHLORANE PLUS"™)	-	0.01
181.	REACTION PRODUCTS OF 1,3,4-THIADIAZOLIDINE-2,5-DITHIONE, FORMALDEHYDE AND 4-HEPTYLPHENOL, BRANCHED AND LINEAR (RP-HP)	-	0.01
182.	BENZENE-1,2,4-TRICARBOXYLIC ACID 1,2 ANHYDRIDE (TRIMELLITIC ANHYDRIDE)	552-30-7	0.01
183.	DICYCLOHEXYL PHTHALATE (DCHP)	84-61-7	0.01

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TEST REPORT

Flashbay Electronics

Building 2, Jixun Industrial Park, Xinjiao, Dong'ao Village, Shatian Town, Huiyang District, Huizhou City, Guangdong Province, P.R. China

Report No.: 1001890771

Date: Apr.21,2023

TEST RESULTS

Substance No.	Substance Name	Cas Number	Reporting Limit (%)
184.	BENZO[GHI]PERYLENE	191-24-2	0.01
185.	DECAMETHYLCYCLOPENTASILOXANE (D5)	541-02-6	0.01
186.	DODECAMETHYLCYCLOHEXASILOXANE (D6)	540-97-6	0.01
187.	DISODIUM OCTABORATE	12008-41-2	0.01
188.	ETHYLENEDIAMINE	107-15-3	0.01
189.	LEAD	7439-92-1	0.01
190.	OCTAMETHYLCYCLOTETRAILOXANE (D4)	556-67-2	0.01
191.	TERPHENYL HYDROGENATED	61788-32-7	0.01
192.	2,2-BIS(4'-HYDROXYPHENYL)-4-METHYLPENTANE	6807-17-6	0.01
193.	BENZO[K]FLUORANTHENE	207-08-9	0.01
194.	FLUORANTHENE	206-44-0	0.01
195.	PHENANTHRENE	85-01-8	0.01
196.	PYRENE	129-00-0	0.01
197.	1,7,7-TRIMETHYL-3-(PHENYLMETHYLENE) BICYCLO[2.2.1]HEPTAN-2-ONE	15087-24-8	0.01
198.	<u>TRIS(4-NONYLPHENYL, BRANCHED AND LINEAR) PHOSPHITE (TNPP) WITH ≥ 0.1% W/W OF 4-NONYLPHENOL, BRANCHED AND LINEAR (4-NP)</u>	--	0.01
199.	<u>4-TERT-BUTYLPHENOL</u>	98-54-4	0.01
200.	<u>2-METHOXYETHYL ACETATE</u>	110-49-6	0.01
201.	<u>2,3,3,3-TETRAFLUORO-2-(HEPTAFLUOROPROPOXY)PROPIONIC ACID, ITS SALTS AND ITS ACYL HALIDES</u>	--	0.01
202.	2-BENZYL-2-DIMETHYLAMINO-4'-MORPHOLINOBUTYROPHENONE	119313-12-1	0.01
203.	2-METHYL-1-(4-METHYLTHIOPHENYL)-2-MORPHOLINOPROPAN-1-ONE	71868-10-5	0.01
204.	DIISOHEXYL PHTHALATE	71850-09-4	0.01
205.	PERFLUOROBUTANE SULFONIC ACID (PFBS) AND ITS SALTS	-	0.01
206.	DIBUTYLBIS(PENTANE-2,4-DIONATO-O,O') TIN	22673-19-4	0.01
207.	BUTYL 4-HYDROXYBENZOATE	94-26-8	0.01
208.	2-METHYLIMIDAZOLE	693-98-1	0.01
209.	1-VINYLMIDAZOLE	1072-63-5	0.01
210.	BIS(2-(2-METHOXYETHOXY)ETHYL) ETHER	143-24-8	0.01

***** Page 13 of 16 *****

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TEST REPORT

Flashbay Electronics

Building 2, Jixun Industrial Park, Xinjiao, Dong'ao Village, Shatian Town, Huiyang District, Huizhou City, Guangdong Province, P.R. China

Report No.: 1001890771

Date: Apr.21,2023

TEST RESULTS

Substance No.	Substance Name	Cas Number	Reporting Limit (%)
211.	DIOCTYL TIN DILAURATE, STANNANE, DIOCTYL-, BIS (COCO ACYLOXY) DERIVS., AND ANY OTHER STANNANE, DIOCTYL-, BIS(FATTY ACYLOXY) DERIVS. WHEREIN C12 IS THE PREDOMINANT CARBON NUMBER OF THE FATTY ACYLOXY MOIETY	--	0.01
212.	1,4-DIOXANE	123-91-1	0.01
213.	2,2-BIS(BROMOMETHYL)PROPANE 1,3-DIOL (BMP) 2,2-DIMETHYLPROPAN-1-OL, TRIBROMO DERIVATIVE/3-BROMO-2,2-BIS(BROMOMETHYL)-1-PROPANOL (TBNPA) 2,3-DIBROMO-1-PROPANOL (2,3-DBPA)	--	0.01
214.	2-(4-TERT-BUTYLBENZYL)PROPIONALDEHYDE AND ITS INDIVIDUAL STEREOISOMERS	--	0.01
215.	4,4'-(1-METHYLPROPYLIDENE)BISPHENOL; (BISPHENOL B)	77-40-7	0.01
216.	GLUTARAL	111-30-8	0.01
217.	MEDIUM-CHAIN CHLORINATED PARAFFINS (MCCP) [UVCB SUBSTANCES CONSISTING OF MORE THAN OR EQUAL TO 80% LINEAR CHLOROALKANES WITH CARBON CHAIN LENGTHS WITHIN THE RANGE FROM C14 TO C17]	--	0.01
218.	ORTHOBORIC ACID, SODIUM SALT	--	0.01
219.	PHENOL, ALKYLATION PRODUCTS (MAINLY IN PARA POSITION) WITH C12-RICH BRANCHED OR LINEAR ALKYL CHAINS FROM OLIGOMERIZATION, COVERING ANY INDIVIDUAL ISOMERS AND/ OR COMBINATIONS THEREOF (PDDP)	--	0.01
220.	6,6'-DI-TERT-BUTYL-2,2'-METHYLENEDI-P-CRESOL	119-47-1	0.01
221.	TRIS(2-METHOXYETHOXY)VINYLSILANE	1067-53-4	0.01
222.	(±)-1,7,7-TRIMETHYL-3-[(4-METHYLPHENYL)METHYLENE]BICYCLO[2.2.1]HEPTAN-2-ONE COVERING ANY OF THE INDIVIDUAL ISOMERS AND/OR COMBINATIONS THEREOF (4-MBC)	--	0.01
223.	S-(TRICYCLO(5.2.1.02,6)DECA-3-EN-8(OR 9)-YL O-(ISOPROPYL OR ISOBUTYL OR 2-ETHYLHEXYL) O-(ISOPROPYL OR ISOBUTYL OR 2-ETHYLHEXYL) PHOSPHORODITHIOATE	255881-94-8	0.01

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TEST REPORT

Flashbay Electronics

Building 2, Jixun Industrial Park, Xinjiao, Dong'ao Village, Shatian Town, Huiyang District, Huizhou City, Guangdong Province, P.R. China

Report No.: 1001890771

Date: Apr.21,2023

TEST RESULTS

Substance No.	Substance Name	Cas Number	Reporting Limit (%)
224.	N-(HYDROXYMETHYL)ACRYLAMIDE	924-42-5	0.01
225.	1,1'-[ETHANE-1,2-DIYLBISOXY] BIS[2,4,6-TRIBROMOBENZENE]	37853-59-1	0.01
226.	2,2',6,6'-TETRABROMO-4,4'-ISOPROPYLIDENEDIPHENOL	79-94-7	0.01
227.	4,4'-SULPHONYLDIPHENOL	80-09-1	0.01
228.	BARIUM DIBORON TETRAOXIDE	13701-59-2	0.01
229.	BIS(2-ETHYLHEXYL) TETRABROMOPHTHALATE COVERING ANY OF THE INDIVIDUAL ISOMERS AND/OR COMBINATIONS THEREOF BIS(2-ETHYLHEXYL) TETRABROMOPHTHALATE	--	0.01
230.	ISOBUTYL 4-HYDROXYBENZOATE	4247-02-3	0.01
231.	MELAMINE	108-78-1	0.01
232.	PERFLUOROHEPTANOIC ACID AND ITS SALTS (AMMONIUM PERFLUOROHEPTANOATE; POTASSIUM PERFLUOROHEPTANOATE; PERFLUOROHEPTANOIC ACID; SODIUM PERFLUOROHEPTANOATE)	--	0.01
233.	REACTION MASS OF 2,2,3,3,5,5,6,6-OCTAFLUORO-4-(1,1,1,2,3,3,3-HEPTAFLUOROPROPAN-2-YL) MORPHOLINE AND 2,2,3,3,5,5,6,6-OCTAFLUORO-4-(HEPTAFLUOROPROPYL)MORPHOLINE	--	0.01

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TEST REPORT

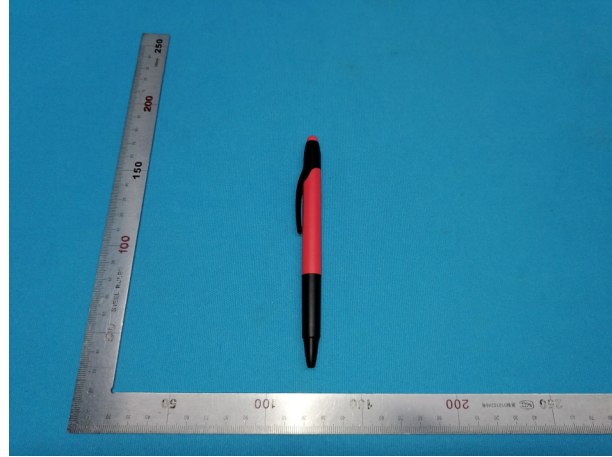
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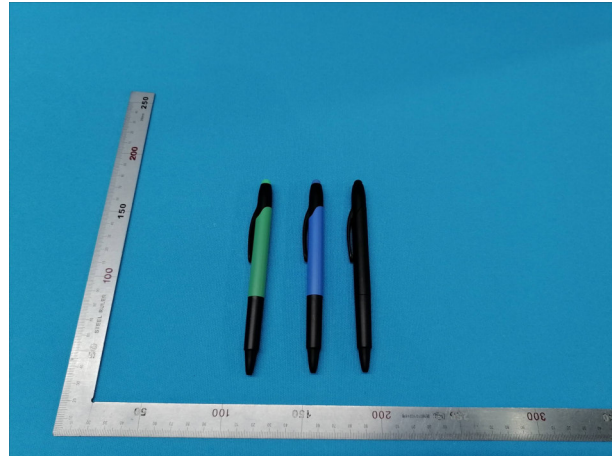
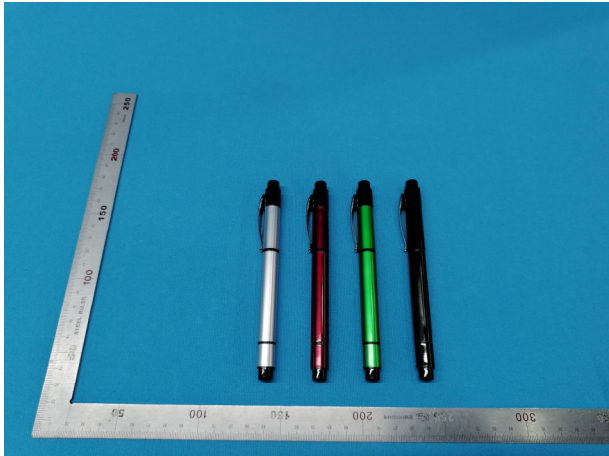
Report No.: 1001890771

Date: Apr.21,2023

TEST PHOTOS:



REFERENCE PHOTOS:



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- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- Our Findings.** We do not guarantee that our opinions or findings will be recognized or accepted by third parties.
- 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.
- Cancellation Fees.** If you cancel or change a Quotation: (i) for an inspection after 3:00 PM of the working day before the scheduled inspection date, we will charge you the Quotation price plus any travel costs incurred before the cancellation; (ii) for testing after we receive the sample(s) at the testing facility, we will charge you cancellation fees according to the amount of actual work performed with a minimum cancellation fee of \$100 USD; or (iii) for a scheduled audit date, you will be responsible for all incurred non-refundable travel costs associate with that audit. Any change or cancellation of an audit that occurs within 7 days of the scheduled audit will be charged a \$600 USD fee in addition to any incurred travel costs.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.