



TEST REPORT

REPORT NO. : A80991495
 UL ORDER NO. : 10462753
 DATE : Aug 26, 2014

CLIENT:

STEVE JACKSON GAMES
 P.O. Box 18957, Austin,
 Texas, 78760, USA

Attn. : Phil Reed

SAMPLE DESCRIPTION:

Submitted four (4) sets of Revolution! Anarchy, six (6) sets of Mars! Attacks The Dice Game and one (1) pack of Material samples.***

Vendor : Grand Prix International
 Factory / Manufacturer : Tai Fat Bakelite Ind. Ltd.
 Style No. : 1908 / 131335
 P.O. No. : N/A
 Country of Origin : China
 Labeled Age Grading : 10+
 Testing Age Grading : Over 10 years
 Date(s) of samples received : August 19, 2014 (a.m.)

TEST METHOD & RESULTS: Please refer to next page(s)

CONCLUSION: Please refer to page two (2).

For and on behalf of
 UL VS Hong Kong Limited

Kevin Chan - Testing Manager
 Hardlines & Toys
 /kc

***** End of Page 1 of 14 * *****

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CONCLUSION:

ASTM F963-11 / 16 CFR 1500 Physical and Mechanical Requirements	PASS
ASTM F963-11 / 16 CFR 1500.3 (c) (6) (vi) Flammability Requirements	PASS
ASTM F963-11 section 4.3.5.1 (1) Total Lead Content Requirements	PASS
ASTM F963-11 section 4.3.5.2 (2)(a) Total Lead Content Requirements	PASS
ASTM F963-11 section 4.3.5.1 (2) Soluble Migrated Elements Requirements	PASS
ASTM F963-11 section 4.3.5.2 (2)(b) Soluble Migrated Elements Requirements	PASS
94/62/EC Heavy Metals Requirements on Packaging and Packaging Waste	PASS
Total Cadmium Content as per Restriction of Cadmium according to Regulation (EC) No. 1907/2006 on REACH Annex XVII Item No 23 as amended by Commission Regulation (EC) No. 552/2009 and Commission Regulation (EU) No. 494/2011	PASS
Total Lead Content in Paint or Surface Coating as per the U.S. Public Law 110 - 314, Consumer Product Safety Improvement Act of 2008, Title I, Section 101(f) & 16 CFR 1303	PASS
Total Lead Content in Substrate Materials as per the U.S. Public Law 110 – 314, Consumer Product Safety Improvement Act of 2008, Title I, Section 101(a)(2)	PASS
EN71-1:2011+A3:2014 Mechanical and Physical Properties	PASS
EN71-2:2011+A1:2014 Flammability Requirements	PASS
NERC (Formerly Organization: CSG) Model Legislation – Toxics in Packaging Clearinghouse (TPCH), Last Revised July 2012	PASS
Total Phthalate Test as per the U.S. Public Law 110 – 314, Consumer Product Safety Improvement Act of 2008 Title I, Section 108 & California Proposition 65	PASS
Total Phthalate Test as per Restriction of Phthalates according to Regulation (EC) No. 1907/2006 on REACH Annex XVII Item No 51/52 as amended by Commission Regulation (EC) No. 552/2009	PASS

REMARK: THE RESULTS RELATE ONLY TO THE SAMPLES TESTED.

***** End of Page 2 of 14 *****

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Test Result:

(01) Physical And Mechanical Tests Of The Most Stringent Requirements Of The Following Standards:

A) ASTM F963-11

B) 16 CFR

The following clauses are identified to be applicable:

Applicant Specified Age Grading for testing: 10 and up

Sample size: 1 set(s) x 2 style(s)

<u>ASTM</u>	<u>16 CFR</u>	<u>Test Items</u>	<u>Assessment</u>
4.7	1500.49	Accessible Edges	Report as is ¹
4.9	1500.48	Accessible Points	Report as is ¹
5		Labeling Requirements	Pass
6		Instructional Literature	Pass
7		Producer's Markings	Pass
	1500.121	Labeling requirements, prominence, placement, and conspicuousness	Pass

Details

1. No sharp points or edges were detected as received.

***** End of Page 3 of 14 *****

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Test Result:

(02) Physical And Mechanical Tests Of The Most Stringent Requirements Of The Following Standards:

A) EN71-1:2011+A3:2014

Applicant Specified Age Grading for testing: 10 and up
 Sample size: 1 set(s) x 2 style(s)

<u>Clause</u>	<u>Test Items</u>	<u>Assessment</u>
4.1	Material cleanliness	Pass
4.2	Assembly	Not Applicable
4.3	Flexible plastic sheeting	Not Applicable
4.4	Toy bags	Not Applicable
4.5	Glass	Not Applicable
4.6	Expanding materials	Not Applicable
4.7	Edges	Pass
4.8	Points and metallic wires	Pass
4.9	Protruding parts	Not Applicable
4.10.1	Folding and sliding mechanisms	Not Applicable
4.10.2	Driving mechanisms	Not Applicable
4.10.3	Hinges	Not Applicable
4.10.4	Springs	Not Applicable
4.11	Mouth-actuated toys and other toys intended to be put in the mouth	Not Applicable
4.12	Balloons	Not Applicable
4.13	Cords of toys kites and other flying toys	Not Applicable
4.14.1	Toys which a child can enter	Not Applicable
4.14.2	Masks and helmets	Not Applicable
4.15	Toys intended to bear the mass of a child	Not Applicable

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4.16	Heavy immobile toys	Not Applicable
4.17	Projectiles	Not Applicable
4.18	Aquatic toys and inflatable toys	Not Applicable
4.19	Percussion caps specifically designed for use in toys and toy using percussion caps	Not Applicable
4.20	Acoustics	Not Applicable
4.21	Toys containing a non-electrical heat source	Not Applicable
4.22	Small balls	Not Applicable
4.23	Magnets	Not Applicable
4.24	Yo-yo balls	Not Applicable
4.25	Toys attached to food	Not Applicable
5.1	General Requirements – Toys intended for children under 36 months	Not Applicable
5.2	Soft-filled toys and soft-filled parts of a toy	Not Applicable
5.3	Plastic sheeting	Not Applicable
5.4	Cords, chains and electrical cables in toys	Not Applicable
5.5	Liquid-filled toys	Not Applicable
5.6	Speed limitation of electrically driven ride-on toys	Not Applicable
5.7	Glass and porcelain	Not Applicable
5.8	Shape and size of certain toys	Not Applicable
5.9	Toys comprising monofilament fibers	Not Applicable
5.10	Small balls	Not Applicable
5.11	Play figures	Not Applicable
5.12	Hemispheric-shaped toys	Not Applicable
5.13	Suction cups	Not Applicable
5.14	Straps intended to be worn fully or partially around the neck	Not Applicable

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Test Result:

6	Packaging	Not Applicable
7.1	General – Warnings, markings and instructions for use	Pass
7.2	Warning on toys not intended for children under 36 months	Not Applicable
7.5	Warnings on functional toys and their packaging	Not Applicable

Remarks:

C-E Marking should meet the proportions and dimensions as defined in Directive 93/68EEC, and should be affixed on the toy or its packaging.
 Name and address of manufacturer or his authorized representative or importer into the community should be affixed on the toy or its packaging.
 Address of manufacturer or his authorized representatives or importer should be located in EU community.
 Warnings and safety instructions shall be written in the languages easily understood by consumers of the country in which the toy is to be sold. Only English version was reviewed.
 The attention of the applicant was drawn to the need for the item to be labeled with the name and address of the importer in EEC on the toy or on its packaging together with a CE-Marking as specified in corresponding directive. If this information was not fixed to the toy itself, it should be accompanied by a notice in advising the purchaser to retain it.

(03) Flammability Test To ASTM F963-11 Annex A5 / 16 CFR 1500.44 Defined Under 16 CFR 1500.3 Section (c) (6) (vi)

Sample size: 1 set(s) × 2 style(s)
 Requirement: Burning rate should not exceed 0.1 inch per second along the major axis.
 Results: The burn rate of sample(s) were less than 0.1 inch per second.

(04) Flammability Test To EN 71-2:2011+A1:2014 Clause 4.1 General Requirement (Cellulose Nitrate)

Requirement: Celluloid (cellulose nitrate), except when used in varnish, paint or glue, or in balls of the type used for table tennis or similar games, and materials with the same behavior in fire as celluloid shall not be present in toys.
 Results: The submitted sample(s) complied with this requirement.

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Sample Information :

Sample	Product
001	Revolution! Anarchy
002	Mars! Attacks The Dice Game
003	Material
004	Multi color coating (box, game card, instruction, game board, coin, bid screen, bid board)
005	Grey coating on wood (cubes)
006	Black coating on wood (cubes)
007	Black coating on polybag
008	Red coating on plastic (cube)
009	Black coating on plastic (cube)
010	Green coating on plastic (cube)
011	Clear polybag with zipper
012	Yellow plastic (cube)
013	Wood (cube)
014	Multi color paper sheet (box - mars! Attacks the dice game)
015	Grey paper board (box - mars! Attacks the dice game)
016	Multi color paper sheet (instruction)
017	Multi color paper sheet (bid screen)
018	Multi color paper board (bid board, coin)
019	Multi color paper card (game card)
020	Multi color paper card (box - revolution! Anarchy)
021	White paper sheet with glue (box - mars! Attacks the dice game) (inaccessible)
022	White paper sheet with glue (bid screen) (inaccessible)
023	Clear adhesive tape (box - mars! Attacks the dice game) (inaccessible)
024	Yellow plastic sheet with multi color coating (cubes)
025	Clear polybag with zipper
026	Clear plastic sheet (wrapper)
027	White with grey paper card (insert)

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(05) Total Lead Content in Paints and Surface Coatings [16 CFR 1303]

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

The submitted sample(s) must not exceed the Total Lead Limit of 90 milligrams per kilogram for paint or surface coating as stated in 16 CFR 1303.

<u>Sample</u>	<u>Result(mg/kg)</u>	<u>Requirement(mg/kg)</u>	
004	<10.0	Max. 90	PASS
005+006	<10.0	Max. 90	PASS
008+009+010	<10.0	Max. 90	PASS
“<” means less than ; “>” means greater than ; “mg/kg” means milligrams per kilogram			

(06) Total Lead Content in Paints and Surface Coatings [ASTM F963-11 Section 4.3.5.1 (1)]

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

The submitted sample(s) must not exceed the total lead limit of 90 milligrams per kilogram for paints or surface coatings as stated in ASTM F963-11 Section 4.3.5.1 (1)

<u>Sample</u>	<u>Result(mg/kg)</u>	<u>Requirement(mg/kg)</u>	
004	<10.0	Max. 90	PASS
005+006	<10.0	Max. 90	PASS
008+009+010	<10.0	Max. 90	PASS
“<” means less than ; “>” means greater than ; “mg/kg” means milligrams per kilogram			

(07) Total Lead Content in Paints and Surface Coatings [Consumer Product Safety Improvement Act of 2008]

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

The submitted sample(s) must not exceed the Total Lead Limit of 90 milligrams per kilogram for paint or surface coating as stated in the U.S. Public Law 110 - 314, Consumer Product Safety Improvement Act of 2008, Title I, Section 101(f)

<u>Sample</u>	<u>Result(mg/kg)</u>	<u>Requirement(mg/kg)</u>	
004	<10.0	Max. 90	PASS
005+006	<10.0	Max. 90	PASS
008+009+010	<10.0	Max. 90	PASS
“<” means less than ; “>” means greater than ; “mg/kg” means milligrams per kilogram			

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(08) Soluble Migrated Elements [ASTM F963-11 Section 4.3.5.1 (2), 4.3.5.2 (2)(b) & 8.3]

<u>Sample</u>	Section of method	Sample weight (g) between 10 mg and 100 mg	(Sb)	(As)	(Ba)	(Cd)	(Cr)	(Pb)	(Hg)	(Se)	
004	8.3.4	-	<6.0	2.5	<6.0	<6.0	<6.0	<6.0	<6.0	<6.0	PASS
005	8.3.4	0.0853	<6.0	2.5	<6.0	<6.0	<6.0	<6.0	<6.0	<6.0	PASS
006	8.3.4	0.0585	<6.0	2.5	<6.0	<6.0	<6.0	<6.0	<6.0	<6.0	PASS
008**	8.3.4	**	**	**	**	**	**	**	**	**	
009	8.3.4	0.0229	<6.0	2.5	23	<6.0	<6.0	<6.0	<6.0	<6.0	PASS
010	8.3.4	0.0364	<6.0	2.5	38.5	<6.0	<6.0	<6.0	<6.0	<6.0	PASS
Requirement (Max.)			60	25	1000	75	60	90	60	500	
<ul style="list-style-type: none"> - All concentrations expressed in milligrams per kilogram and unadjusted unless otherwise stated - "<" means less than - Method for determination of each soluble element present: Antimony(Sb), Arsenic(As), Barium(Ba), Cadmium(Cd), Chromium(Cd), Lead(Pb), Mercury(Hg) and Selenium(Se) are determined by Inductively Coupled Plasma Spectroscopy. - ** Test specimen less than 10 mg is not required to test the soluble migrated elements according to ASTM F963-11 Section 8.3.3.6 (2) 											

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(09) Total Lead Content in Substrate Materials [ASTM F963-11 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)

The submitted sample(s) must not exceed the total lead limit of 100 milligrams per kilogram for substrate materials as stated in ASTM F963-11 Section 4.3.5.2 (2)(a)

<u>Sample</u>	<u>Result(mg/kg)</u>	<u>Requirement(mg/kg)</u>	
011+012	<10.0	Max. 100	PASS
013	<10.0	Max. 100	PASS
"<" means less than ; ">" means greater than ; "mg/kg" means milligrams per kilogram			

(10) Total Lead Content in Substrates [Consumer Product Safety Improvement Act of 2008]

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

The submitted sample(s) must not exceed the Total Lead Limit of 100 milligrams per kilogram for substrate materials as stated in the U.S. Public Law 110 - 314, Consumer Product Safety Improvement Act of 2008, Title I, Section 101(a)(2)

<u>Sample</u>	<u>Result(mg/kg)</u>	<u>Requirement(mg/kg)</u>	
011+012	<10.0	Max. 100	PASS
013	<10.0	Max. 100	PASS
"<" means less than ; ">" means greater than ; "mg/kg" means milligrams per kilogram			

(11) Total Cadmium Content [REACH Annex XVII]

Test Method : In House Method SLIHT004 / SLIHT007

<u>Sample</u>	<u>Result(mg/kg)</u>	<u>Requirement(mg/kg)</u>	
005+006	<10.0	Max. 1000	PASS
008+009+010	<10.0	Max. 1000	PASS
011+012	<10.0	Max. 100	PASS
021	<10.0	Max. 100	PASS
022	<10.0	Max. 100	PASS
023	<10.0	Max. 100	PASS
"<" means less than ; ">" means greater than ; "mg/kg" means milligrams per kilogram			

***** End of Page 10 of 14 *****

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TEST REPORT

REPORT NO. : A80991495
 UL ORDER NO. : 10462753
 DATE : Aug 26, 2014

(12) Heavy Metals in Packaging (Lead/Cadmium/Chromium VI/Mercury) [94/62/EC]

Test Method: In House Method with reference to SLIHT004

Sample	TOTAL CADMIUM	HEXAVALENT CHROMIUM	TOTAL LEAD	TOTAL MERCURY	Pb + Cd + Hg + Cr(VI)	
026	<10.0	<5.5	<10.0	<10.0	<35.5	PASS
027	<10.0	<5.1	<10.0	<10.0	<35.1	PASS
Requirement (Max.)					100	
<ul style="list-style-type: none"> - All concentrations expressed in milligrams per kilogram - "<" means less than 						

(13) Heavy Metals in Packaging (Lead/Cadmium/Chromium VI/Mercury) [NERC Model legislation-Toxics in Packaging Clearinghouse (TPCH)]

Test Method: In House Method with reference to SLIHT004

Sample	TOTAL CADMIUM	HEXAVALENT CHROMIUM	TOTAL LEAD	TOTAL MERCURY	Pb + Cd + Hg + Cr(VI)	
026	<10.0	<5.5	<10.0	<10.0	<35.5	PASS
027	<10.0	<5.1	<10.0	<10.0	<35.1	PASS
Requirement (Max.)					100	
<ul style="list-style-type: none"> - All concentrations expressed in milligrams per kilogram - "<" means less than 						

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TEST REPORT

REPORT NO. : A80991495
 UL ORDER NO. : 10462753
 DATE : Aug 26, 2014

(14) Total Phthalates Content [The U.S. Public Law 110 - 314, Consumer Product Safety Improvement Act of 2008, Title I, Section 108 & California Proposition 65]

Test Method:	CPSC-CH-C1001-09.3 (Composite test)		
Requirement:	1. DEHP, DBP, BBP content shall not individually be more than 0.1% by weight in any children's toys and child care articles 2. DINP, DIDP, DNOP content shall not individually be more than 0.1% by weight in any children's toys that can be placed in a child's mouth and child care articles. 3. DEHP, BBP, DBP, DIDP and DNHP shall not individually be more than 0.1% by weight in toys and child care articles.		
Results:	PASS		
Phthalates	004	005+006	008+009+010
DINP	<0.015%	<0.015%	<0.015%
DNOP	<0.015%	<0.015%	<0.015%
DEHP	<0.015%	<0.015%	<0.015%
DIDP	<0.015%	<0.015%	<0.015%
DBP	<0.015%	<0.015%	<0.015%
BBP	<0.015%	<0.015%	<0.015%
DNHP	<0.015%	<0.015%	<0.015%
Detection Limit for each phthalate = 0.015%			
Di-iso-nonyl phthalate , DINP (CAS No. 28553-12-0/68515-48-0)		Di-n-octyl phthalate , DNOP (CAS No. 117-84-0)	
Bis(2-ethylhexyl) phthalate , DEHP (CAS No. 117-81-7)		Diisodecyl phthalate , DIDP (CAS No. 26761-40-0/ 68515-49-1)	
Dibutyl phthalate , DBP (CAS No. 84-74-2)		Benzyl butyl phthalate , BBP (CAS No. 85-68-7)	
Di-n-hexyl phthalate , DNHP (CAS No. 84-75-3);			

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TEST REPORT

REPORT NO. : A80991495
 UL ORDER NO. : 10462753
 DATE : Aug 26, 2014

(15) Total Phthalates Content [REACH Annex XVII] & Client's Specification

Test Method:	THF extraction followed by GC-MSD analysis				
Requirement:	- DEHP, DBP, BBP & DNHP content shall not be more than 0.1% by weight in toys and childcare article as per Client's specification				
	- DINP, DIDP & DNOP content shall not be more than 0.1% by weight in toys and childcare articles which can be placed in the mouth by children.				
Results:	PASS				
Phthalates	021	022	023	024	025
DINP	<0.015%	<0.015%	<0.015%	<0.015%	<0.015%
DNOP	<0.015%	<0.015%	<0.015%	<0.015%	<0.015%
DEHP	<0.015%	<0.015%	<0.015%	<0.015%	<0.015%
DIDP	<0.015%	<0.015%	<0.015%	<0.015%	<0.015%
DBP	<0.015%	<0.015%	<0.015%	<0.015%	<0.015%
BBP	<0.015%	<0.015%	<0.015%	<0.015%	<0.015%
DNHP	<0.015%	<0.015%	<0.015%	<0.015%	<0.015%
Detection Limit for each phthalate = 0.015%					
Remark: The Limit is not applicable to composite samples.					
Di-iso-nonyl phthalate , DINP (CAS No. 28553-12-0/68515-48-0)			Di-n-octyl phthalate , DNOP (CAS No. 117-84-0)		
Bis(2-ethylhexyl) phthalate , DEHP (CAS No. 117-81-7)			Diisodecyl phthalate , DIDP (CAS No. 26761-40-0/ 68515-49-1)		
Dibutyl phthalate , DBP (CAS No. 84-74-2)			Benzyl butyl phthalate , BBP (CAS No. 85-68-7)		
Di-n-hexyl phthalate , DNHP (CAS No. 84-75-3);					

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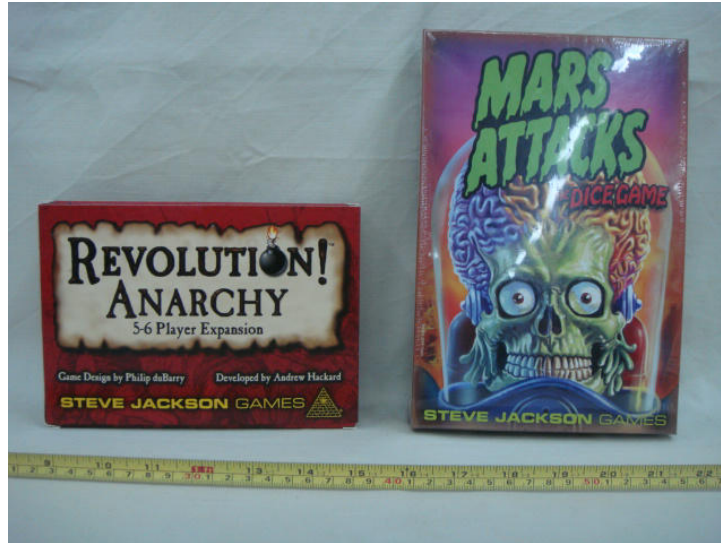
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TEST REPORT

REPORT NO. : A80991495
UL ORDER NO. : 10462753
DATE : Aug 26, 2014

Photo(s) of Sample(s):



***** * End of Page 14 of 14 * *****
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TERMS AND CONDITIONS OF SERVICE

UL VS Hong Kong Limited ("UL VS") undertakes to provide services ("Work(s)") to its Customer subject to the terms and conditions ("Terms") contained herein.

The term of limitation of liability contained herein has been conspicuously marked to draw to the attention of the Customer. The Customer is advised by UL VS to take separate legal advice and is fully aware of the meaning and the legal significance of this term. The Customer agrees that this term is integral part of this Agreement.

COMPUTATION OF CHARGES AND PAYMENT

- 1.1 (a) Consulting time shall be charged on a daily basis.
(b) Where the personnel of UL VS are assigned to its Customer for any in-house projects, the Customer shall be billed on an hourly basis on the compensation rates of its personnel.
- 1.2 Disbursements incurred on the Customer's behalf such as expenditure for communications, transportation, travel, purchase of any materials, tools, equipment, components or parts which are directly related to the Work(s) shall be billed at costs and shall additionally include UL VS's reasonable handling charge at the discretion of UL VS.
- 1.3 Where in the opinion of UL VS the Work(s) are time consuming entailing the use of special equipment and disbursements, the Customer shall be charged on an "equipment-hour" basis on the time spent.
- 1.4 Payments shall be made in Hong Kong Dollars at UL VS's address or at such other address and in such manner as UL VS may from time to time specify. Payment made by post shall be at the risk of the Customer.
- 1.5 The Customer undertakes during the continuance of this Agreement: -
 - (a) to punctually pay all billings rendered to the Customer from time to time;
 - (b) unless otherwise agreed in writing, payment is to be made within seven (7) days from the date of Invoice or Debit Note;
 - (c) where the Customer shall fail to pay within time, UL VS shall charge interest on overdue invoices at the rate of 2% per month;
 - (d) UL VS shall have a lien on any goods of the Customer until payment but the exercise of such lien shall not prevent interest from accruing.
- 1.6 If the Customer shall fail to pay UL VS for any reason under Clause 1.5 or if the Customer shall commit a breach of any of its obligation under this Agreement or if a receiver of the Customer is appointed or if any resolution or petition to wind up the Customer's business shall be passed or presented (except for the purpose of reconstruction), UL VS may without prejudice to its other rights either suspend or terminate the Agreement and in such an event UL VS may also suspend or terminate any other existing contracts without being liable to damages.

OBLIGATIONS OF THE CUSTOMER

- 2.1 If the Customer intends to make any change(s) to the Work(s) hereunder or assign any other work to UL VS prior to the completion of Work(s), such a change or new assignment shall only be effective in writing between both of the parties. If UL VS suffers from any loss or damage due to such a change or new assignment, the Customer shall compensate UL VS for such losses and damages.
- 2.2 If the Work(s) undertaken by UL VS hereunder requires any assistance from the Customer, the Customer shall be obliged to provide all necessary and reasonable assistance which UL VS may deem fit. If the Work(s) undertaken by UL VS hereunder cannot be completed due to the Customer's failure to perform its obligation to assist, UL VS shall have the right to demand the Customer to perform its obligation within a reasonable period of time and may appropriately extend the time limit for UL VS to complete its Work(s). If upon the expiration of such reasonable time period the Customer still fails to perform its obligation to assist, UL VS may terminate this Agreement, without prejudice to any other rights of UL VS hereunder or under any applicable laws and regulations.

SAMPLES

- 3.1 Customer shall abide by all applicable regulations when shipping samples to UL VS. Improper shipping may result in additional charges for costs incurred by UL VS: (a) to identify samples to UL VS; and (b) damages done to UL VS personnel or property as a result of improper packaging, labeling or omission of identifying documents. UL VS shall have the right to refuse receipt of any shipment that, in its discretion, is unsafe or has been shipped improperly. Any costs associated by refusal to accept shipment under this clause are the sole responsibility of the Customer. The Customer shall indemnify and hold harmless UL VS for any and all damages, expenses, fines, judgments, liabilities and costs (including attorney's fee) incurred by UL VS and arising from the improper packaging or shipment of the samples by the Customer.

PATENT RIGHTS

- 4.1 Any invention made in the performance of Work(s) for the Customer by UL VS within the field of Work(s) undertaken for the Customer shall belong to the Customer.
- 4.2 UL VS's use of the aforesaid inventions shall be free of any royalty fees provided that the use of such inventions are confined to the performance of Work(s) for the Customer.

CONFIDENTIAL TREATMENT OF INFORMATION

- 5.1 Unless otherwise specifically agreed between the parties, the Work(s) rendered by UL VS to the Customer shall be on a non-exclusive best-efforts basis.
- 5.2 It is explicitly agreed by UL VS and the Customer that all technical information (whether contained in models, drawings, reproductions of drawings, written reports, letters, memoranda or notes or in any other form) shall be kept strictly confidential by UL VS for the purposes of this Agreement and UL VS shall at all times use all reasonable efforts to prevent disclosure to third parties of any part thereof unless UL VS shall have first obtained the written consent of the Customer specifically authorizing such disclosure. **PROVIDED ALWAYS AND IT IS MUTUALLY AGREED** that the confidentiality shall extend for a period of five (5) years from the date of completion of its Work(s) and **PROVIDED FURTHER** that UL VS shall not be liable under this clause if through no fault of UL VS the information is generally known to the public; or the information is generally known to UL VS; or is independently developed by UL VS without recourse to the materials provided by the Customer; or the information is necessary for performance by UL VS under this Agreement; or is disclosed in accordance with a judgment or order issued by a competent court of any jurisdiction to which the Terms are subject, or with an order, notice or requirement issued by a governmental authority; or is disclosed to the certification or accreditation bodies with which the information are relevant to the scope of certification or accreditation in order to assess UL VS's competence and compliance with the relevant certification or accreditation criteria.
- 5.3 UL VS undertakes that the identity of its Customers and the nature of Work(s) rendered shall be kept confidential unless the Customer agrees in writing to their release **PROVIDED ALWAYS** that UL VS shall not be liable under this clause if through no fault act or failure on its part the identity of the Customer is generally known to the public.

DATA AND DOCUMENT RETENTION

- 6.1 (a) After the Work(s) are rendered, UL VS may retain a copy of all documents relating to the Work(s) (the "Supporting Documents") for as long as UL VS, in its sole discretion, deems fit.
(b) Unless otherwise specified or required by the applicable law, the Supporting Documents over three (3) years of age will be automatically destroyed by UL VS without prior notice to the Customer. Should any or all Supporting Documents less than three (3) years are scheduled to be destroyed, UL VS shall give the Customer thirty (30) days' written notice to the Customer's last known address of its intention to destroy the Supporting Documents. Unless the Customer makes a written request to UL VS reaching UL VS before the expiration of the said thirty (30) days seeking delivery of those documents to the Customer at the Customer's expenses, those documents shall be destroyed.
(c) The Customer shall indemnify UL VS for any costs or expenses in responding to or opposing any subpoena, the production of any documents in Court seeking the disclosure of the said documents or any information contained therein.

SOLICITATION OF EMPLOYEES

- 7.1 It is mutually agreed that neither party shall solicit the employees of the other for employment or hire unless prior written consent to do so is obtained.

E-MAIL DISCLAIMER

- 8.1 UL VS shall upon written request of the Customer send the final report(s) / result(s) hereunder by e-mail rather than by paper hard copy. UL VS considers e-mail a valuable and efficient tool, however, UL VS hereby gives cautions to the Customer that the report(s) / result(s) in electronic version may inadvertently be modified once it is in the Customer's word processing system. Further, the current e-mail transmission technology may allow for interception of message(s) and report(s) / result(s) by third parties. UL VS shall not be held responsible for these risks, which are out of its control. Should report(s) / result(s) be sent to the Customer by e-mail on its request, such a request SHALL BE DEEMED TO BE AN ACCEPTANCE OF THE RISK THAT THE REPORT(S) / RESULT(S) MAY BE INTERCEPTED BY THIRD PARTIES. The Customer shall agree that the report(s) / result(s) shall be sent by UL VS unencrypted. Transmission of the report(s) / result(s) (or other material(s) requested by the Customer) via the internet or other public network shall not be considered to constitute a breach of any confidentiality or other provisions of this Agreement between UL VS and the Customer, and UL VS shall in no way be liable for any damages resulting from such a transmission. Additionally, UL VS shall not be liable for any damages incurred by the Customer for any changes made to the report(s) / result(s) after it has been transmitted.

LIMITATION OF LIABILITY

- 9.1 Subject to Clause 9.2 and notwithstanding anything contained in this Agreement, in no circumstances (except where UL VS has willfully refused to perform any of its obligations under this Agreement or under any order placed pursuant to Clause 2.1) shall UL VS be liable, in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever, and whatever the cause thereof, (a) for any loss of profit, business, contracts, revenues, or anticipating savings; or (b) for any special indirect or consequential damage of any nature whatsoever.
- 9.2 If and to the extent that the Control of Exemption Clauses Ordinance (Cap. 71 Laws of Hong Kong) applies to this Agreement and that UL VS is held liable to the Customer, notwithstanding Clause 9.1 and anything contained in this Agreement, UL VS's liability to the Customer, in contract, tort (including negligence or breach of statutory duty) or howsoever otherwise arising, shall in respect of this Agreement be limited to the amount of the fee paid in respect of the specific Work which gives rise to such claim.

INDEMNITY

- 10.1 In the event of actual or threatened suit against UL VS in relation to the Work(s) undertaken on behalf of the Customer or in relation to any of the Products or the Trade Mark or Patent of the Customer or of any allegation of infringement of any letters patent, registered design, trade mark or trade name, the Customer shall indemnify UL VS harmless from any liability, action, claim, demand, costs, charges and expenses arising therefrom or expenses including solicitors fees, counsel fees in defending such action **PROVIDED ALWAYS** that the Customer will at its own election either effect any settlement or compromise or at its own expenses defend any such action or proceeding and the Customer shall pay the costs of any settlement or compromise effected.

EFFECT OF PROPOSAL

- 11.1 The accompanying proposal is valid for a period of ninety (90) days from the date of the proposal unless extended in writing by UL VS. Upon the acceptance of such proposal, this Terms shall form part of this Agreement with the Customer and notwithstanding any prior discussions or prior oral or written agreements to the contrary, the Terms herein shall be applicable and take precedence over any conflicting terms contained in any documents submitted by the Customer.

MISCELLANEOUS PROVISIONS

- 12.1 Any provision of this Agreement prohibited by or regarded as unlawful or unenforceable under any applicable law actually applied by any court of competent jurisdiction shall, to the extent required by such law, be severed by this Agreement and rendered ineffective so far as is possible without modifying the remaining provisions of this Agreement. Where however the provisions of any such applicable law may be waived, they are hereby waived by the parties hereto to the full extent permitted by such law to the end that this Agreement shall be valid and binding agreement enforceable in accordance with the Terms.
- 12.2 A certificate signed by any officer of UL VS as to the amount due from the Customer hereunder at the date of such certificate shall, in the absence of manifest error, be conclusive evidence of the amount due.
- 12.3 Nothing in this Agreement shall be considered to form a partnership between the parties. No party shall represent that it acts as agent for another or has any capacity to bind another in any contractual or other arrangements.
- 12.4 Save as herein otherwise provided any notice required to be given hereunder shall be sufficiently given if given in writing or by facsimile, email, internet or other possible means to the last known postal address or fax number or email address of the addressee and every notice shall be deemed to have been received and given at the time when in the course of transmission it should have been delivered at the address or fax number or email address to which it was sent.
- 12.5 This report or certificate does not relieve seller(s) / supplier(s) from their contractual responsibility with regards to the quality/quantity of this delivery nor does it prejudice the Customer's right to claim towards seller(s) / supplier(s) for compensation for any apparent and/or hidden defects not detected during UL VS's random inspection or testing or audit.

GOVERNING LAW

- 13.1 This Agreement and the rights and obligations of the parties shall in all respects be governed, construed, interpreted and operated in accordance with the Laws and Regulations of Hong Kong.