



# TEST REPORT

Client: ThinkFun Inc.  
Address: 1321 Cameron St, Alexandria Virginia  
USA 22314

REPORT NO.: C80591974  
UL ORDER NO.: 12910990  
DATE: June 26, 2019

Attn: Natalie Tapia  
Sample Description: Robot Turtles  
Quantity Submitted: 6 pieces  
Style No.: Not provided  
P.O. No.: Not provided  
Labeled Age Grade: Ages 4 and up  
Appropriate Age Grade: 4+  
Tested Age Grade: 4+  
Destination: USA, Europe, Canada  
Country of Origin: China  
Date(s) of samples received: June 11, 2019  
Date of Test Period: June 11, 2019 – June 26, 2019

**TEST METHOD & RESULTS:** Please refer to next page(s)  
**CONCLUSION:** Please refer to page two and three (2 and 3)

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## CONCLUSION:

ASTM F963-17 Physical & Mechanical Requirements	PASS
16 CFR 1500 Physical & Mechanical Requirements	PASS
Canada Toys Regulations SOR/2011-17 And Regulations Amending Toys Regulations SOR/2016-195, SOR/2016-302 & SOR/2018-138 Physical And Mechanical Requirements	PASS
EN71-1:2014+A1:2018 Mechanical & Physical Properties	PASS
ASTM F963-17 Flammability Requirements	PASS
16 CFR 1500.3 (c) (6) (vi) /1500.44 Flammability Requirements	PASS
Canada Toys Regulations SOR/2011-17 And Regulations Amending Toys Regulations SOR/2016-195, SOR/2016-302 & SOR/2018-138 Flammability Requirements (Cellulose Nitrate And Celluloid)	PASS
Flammability Requirements For Textile Fibres: SOR/2016-194	NOT APPLICABLE#
EN 71-2:2011 + A1:2014 Flammability Test	PASS
Total Heavy Metals In Packaging [NERC Heavy Metals in Packaging Wastes]	PASS
Soluble Migrated Elements [ASTM F963-17 Section 4.3.5.1 (2), 4.3.5.2 (2)(b) & 8.3]	PASS
Total Lead Content In Paints And Surface Coatings [ASTM F963-17 Section 4.3.5.1(1)]	PASS
Total Lead Content In Substrates [ASTM F963-17 Section 4.3.5.2 (2)(a)]	PASS
Total Lead Content In Paints And Surface Coatings [Consumer Product Safety Improvement Act Of 2008 Section 101]	PASS
Total Lead Content In Substrates [Consumer Product Safety Improvement Act Of 2008 Section 101]	PASS
Total Lead Content In Paints And Surface Coatings [16 CFR 1303]	PASS
Total Lead Content In Paint And Surface Coatings [California Proposition 65 Settlements Of Alameda Superior Court, RG07356892]	PASS
Total Lead Content In Substrates [California Proposition 65 Settlements Of Alameda Superior Court, RG07356892]	PASS
Total Lead Content In Paint And Surface Coatings [California Proposition 65 Settlements Of Alameda Superior Court, BG07350969, RG08378050 And San Francisco Superior Court 07-462991]	PASS
Total Lead Content In Substrates [California Proposition 65 Settlements Of Alameda Superior Court, BG07350969, RG08378050 And San Francisco Superior Court 07-462991]	PASS
Prohibition Of Children's Toys And Child Care Articles Containing Specified Phthalates [16 CFR 1307.3]	PASS
Total Phthalates Content [California Proposition 65 Settlements Of County Of Sacramento Case Number 07AS04683, And The Alameda Superior Court Case Numbers BG07350969, RG08367601, RG07351032 And RG08378050]	PASS
Total Lead And Mercury In Surface Coatings [Canada Toys Regulations (SOR/2011-17) With SOR/2016-195 & SOR/2016-302 Amendment, Toxicological Hazards, Section 23 And SOR/2016-193 Surface Coating Materials Regulations]	PASS
Specific Substance In Surface Coatings [Canada Toys Regulations (SOR/2011-17), Toxicological Hazards, Section 23 With SOR/2016-195 & SOR/2016-302 Amendment]	PASS
Total Lead Content [Canada Consumer Products Containing Lead Regulations (SOR/2018-83)]	PASS
Total Phthalates Content In Toys And Child Care Articles [Phthalates Regulation SOR/2016-188 Phthalates Content]	PASS
Total Phthalates Content In Toys And Child Care Articles [Point 51, 52 Of The Annex XVII Of The Regulation (EC) No. 1907/2006 (REACH) And Amending Commission Regulation (EU) 2018/2005]	PASS
Total Heavy Metals In Packaging [94/62/EC]	PASS
Total Cadmium Content In Surface Coating [Point 23 Of The Annex XVII Of The Regulation (EC) No. 1907/2006 (REACH) With Further Amendment]	PASS

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## CONCLUSION:

Total Cadmium Content In Plastic [Point 23 Of The Annex XVII Of The Regulation (EC) No. 1907/2006 (REACH) With Further Amendment]	PASS
Determination Of Azo Colorants [Regulation (EC) No. 1907/2006 On REACH Annex XVII Item No. 43 And Appendix 8 As Amended By Commission Regulation (EC) No. 552/2009]	NOT APPLICABLE#
Migration Of Certain Elements [EN71-3: 2013 + A3:2018 Under 2009/48/EC Toy Safety Directive]	PASS
Determination Of Polycyclic Aromatic Hydrocarbon [Point 50 Of The Annex XVII Of The Regulation (EC) No. 1907/2006 (REACH) With Further Amendment]	PASS
Determination Of Pentachlorophenol [Point 22 Of The Annex XVII Of The Regulation (EC) No. 1907/2006 (REACH) With Further Amendment]	PASS
Determination Of Pentachlorophenol [German Ordinance on Prohibition of Chemical (ChemVerbotsV) Attachment 15]	PASS
Determination Of Benzene Content [Point 5 Of The Annex XVII Of The Regulation (EC) No. 1907/2006 (REACH) And Further Amendment]	PASS
Determination Of HBCDD As Per Client's Specification.	PASS
Determination Of PBBs & PBDEs Content As Per Client's Specification [(EU) No. 757/2010 And (EU) No.2016/293 Amending Regulation (EC) No 850/2004 On Persistent Organic Pollutants]	NOT APPLICABLE#
Determination Of Flame Retardant Content [Bedarfsgegenständeverordnung Annex 1 (to § 3) Substances which may not be used in the manufacture or treatment of certain consumer goods]	NOT APPLICABLE#
Flame Retardant (PBBs & PBDES) As Per Client's Specification with Reference to Chem VerbotsV. Regulation.	NOT APPLICABLE#
Determination Of Flame Retardant Content [Point 4,7,8,44,45 Of The Annex XVII Of The Regulation (EC) No. 1907/2006 (REACH) With Further Amendment]	NOT APPLICABLE#

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

Note: The results relate only to the items tested.

For and on behalf of :

UL VS Shanghai Limited Shenzhen Branch



Stephen Chan  
Operation Manager

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## TEST RESULTS

### 1. MECHANICAL AND PHYSICAL TEST

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

The following clauses are identified to be applicable:

Age grading for testing : Ages 4+  
 Samples Quantity : 2 piece(s) x 1 style(s)

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

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## TEST RESULTS

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

Remark: P = Pass NA = Not Applicable

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1.2 AS PER 16 CFR 1500.50, THE HAZARDS OF SHARP POINTS, SHARP EDGE AND SMALL PARTS ARE ASSESSED BOTH BEFORE AND AFTER APPLICABLE USE AND ABUSE TESTS:

The following clauses are identified to be applicable:

Age grading for testing :Ages 4+  
Samples Quantity :2 piece(s) x 1 style(s)

	<u>TEST ITEMS</u>	<u>SHARP POINT</u>	<u>SHARP EDGE</u>
		(1500.48)	(1500.49)
	As received	P	P
1500.53	Impact Test	P	P
1500.53	Torque Test	P	P
1500.53	Tension Test	P	P
1500.121	Labeling requirements; prominence, placement, and conspicuousness		NA
1500.19	Misbranded toys and other articles intended for use by children		NA

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## TEST RESULTS

### 1.3 AS PER CANADA TOYS REGULATIONS SOR/2011-17 and REGULATIONS AMENDING TOYS REGULATION SOR/2016-195 & SOR/2016-302 & SOR/2018-138

The following clauses are identified to be applicable:

Age grading for testing : Ages 4+  
 Samples Quantity : 2 piece(s) x 1 style(s)

(A)	Test Items	Assessment
3	General -- English and French bilingual statement	P
4	Packaging	P
<u>Mechanical hazard</u>		
7	Small parts	NA
8	Exposed Metal Edges	NA
9	Ends	P
10	Exposed Plastic Parts	NA
11	Exposed Wooden Surfaces, Edges And Corners	NA
12	Glass	NA
13	Fasteners	NA
14	Folding Mechanisms, Bracket Or Bracing	NA
15	Spring-Wound Driving Mechanism	NA
16	Projectile Component, Other Than A Rocketry Component.	NA
17	Toys Which A Child Can Enter And Which Can Be Closed By A Lid Or Door	NA
18	Toys Which Are Stationary And Intended To Bear The Weight Of A Child	NA
19	Impulsive noise	NA
20	Thermal hazards	NA
<u>Dolls and soft toys</u>		
28	Fastening to attach parts, clothing or ornamentation.	NA
29	Stuffing materials	NA
(A)	Clean And Free From Vermin	NA
(B)	Free From Hard And Sharp Foreign Matter	NA
30	Squeaker, reed, valve or other similar device	NA
31	Eyes or nose	NA
35	Plant seeds-Noise	NA
36	Plant seeds-Stuffing material	NA
37	Pull and push toys	NA
38	Toy steam engines	NA
40	Rattle	NA
41	Elastic	NA
42	Yo-yo type balls	NA
43	Magnetic Toys	NA
44	Warning for Magnet Kit	NA

Remark: P=Pass N/A=Not Applicable

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## TEST RESULTS

### 1.4 PHYSICAL AND MECHANICAL TESTS OF THE MOST STRINGENT REQUIREMENTS OF THE FOLLOWING STANDARDS:

A)EN71-1:2014+A1:2018

The following clauses are identified to be applicable:

Age grading for testing : Ages 4+  
 Samples Quantity : 2 piece(s) x 1 style(s)

Clause	Test Items	Assessment
4.1	Material cleanliness	P
4.2	Assembly	NA
4.3	Flexible plastic sheeting	NA
4.4	Toy bags	NA
4.5	Glass	NA
4.6	Expanding materials	NA
4.7	Edges	P
4.8	Points and metallic wires	P
4.9	Protruding parts	NA
4.10.1	Folding and sliding mechanisms	NA
4.10.2	Driving mechanisms	NA
4.10.3	Hinges	NA
4.10.4	Springs	NA
4.11	Mouth-actuated toys and other toys intended to be put in the mouth	NA
4.12	Balloons	NA
4.13	Cords of toys kites and other flying toys	NA
4.14.1	Toys which a child can enter	NA
4.14.2	Masks and helmets	NA
4.15	Toys intended to bear the mass of a child	NA
4.16	Heavy immobile toys	NA
4.17	Projectiles toys	NA
4.18	Aquatic toys and inflatable toys	NA
4.19	Percussion caps specifically designed for use in toys and toy using percussion caps	NA
4.20	Acoustics	NA
4.21	Toys containing a non-electrical heat source	NA
4.22	Small balls	NA
4.23	Magnets	NA
4.24	Yo-yo balls	NA
4.25	Toys attached to food	NA
4.26	Toy disguise costumes	NA
4.27	Flying toys	NA

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Clause	Test Items	Assessment
5.1	General Requirements – Toys intended for children under 36 months	NA
5.2	Soft-filled toys and soft-filled parts of a toy	NA
5.3	Plastic sheeting	NA
5.4	Cords, chains and electrical cables in toys	NA
5.5	Liquid-filled toys	NA
5.6	Speed limitation of electrically driven ride-on toys	NA
5.7	Glass and porcelain	NA
5.8	Shape and size of certain toys	NA
5.9	Toys comprising monofilament fibres	NA
5.10	Small balls	NA
5.11	Play figures	NA
5.12	Hemispheric-shaped toys	NA
5.13	Suction cups	NA
5.14	Straps intended to be worn fully or partially around the neck	NA
5.15	Sledges with cords for pulling	NA
6	Packaging	P
7	Warnings, markings and instructions for use	NA
7.1	General	NA
7.2	Warning on toys not intended for children under 36 months	NA

Remark: P = Pass NA = Not Applicable

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.

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## TEST RESULTS

### 2. FLAMMABILITY TEST

#### 2.1 AS PER ASTM STANDARD ON SAFETY OF TOYS F963-17 ANNEX A5:

Samples Quantity: 1 piece(s) x 1 style(s)  
Requirement: Burning rate should not exceed 0.1 inch per second along the major axis.

Results: The sample was tested to be ignited but extinguished.

#### 2.2 AS PER U.S. CODE OF FEDERAL REGULATIONS TITLE 16 PART 1500.44 FOR RIGID AND PLIABLE SOLIDS DEFINED UNDER 16 CFR 1500.3 SECTION (C) (6) (VI):

Samples Quantity: 1 piece(s) x 1 style(s)  
Requirement: Burning rate should not exceed 0.1 inch per second along the major axis.

Results: The sample was tested to be ignited but extinguished.

#### 2.3 AS PER CANADA TOYS REGULATIONS SOR/2011-17 AND REGULATIONS AMENDING TOYS REGULATIONS SOR/2016-195, SOR/2016-302 & SOR/2018-138 SECTION 21 (CELLULOSE NITRATE AND CELLULOID)

Requirement: Celluloid (cellulose nitrate) and materials with the same behavior in fire (except when used in varnish or paint) shall not be used in the manufacture of toys.

Results: The submitted sample(s) complied with this requirement.

#### 2.4 AS PER EUROPEAN STANDARD ON SAFETY OF TOYS EN 71-2:2011+ A1:2014 SECTION 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 behaviour in fire as celluloid, shall not be used in the manufacture of toys.

Results: The submitted sample(s) complied with this requirement.

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



# TEST REPORT

Client: ThinkFun Inc.  
 Address: 1321 Cameron St, Alexandria Virginia  
 USA 22314

REPORT NO.: C80591974  
 UL ORDER NO.: 12910990  
 DATE: June 26, 2019

## TEST RESULTS

### 3. CHEMICAL TESTS:

Tested Sample ID	Product Description / Sample Group Desc.
001	Robot Turtles
002	Multicolor coatings (all tiles) (From 001)
003	Multicolor coatings (cover/pages of instructions) (From 001)
004	Multicolor coatings (all cards) (From 001)
005	White paper board with multicolor coatings (all tiles) (From 001)
006	White paper sheet with multicolor coatings (cover/pages of instructions) (From 001)
007	White paper card with multicolor coatings (all cards) (From 001)
008	White paper board excluding coatings (all tiles) (From 001)
009	White paper sheet excluding coatings (cover/pages of instructions) (From 001)
010	White paper card excluding coatings (all cards) (From 001)
011	White surfaced grey paper board with transparent plastic film and inaccessible multicolor coatings (game board) (From 001)
012	Silvery metal (staple of instruction) (From 001)
013	Transparent plastic film (shrink film for box) (From 001)
014	White surfaced grey paper board with transparent plastic film and inaccessible multicolor coatings (box) (From 001)
015	Black plastic sheet (tray) (From 001)
016	Transparent plastic film (shrink film for all cards) (From 001)
017	Transparent plastic film with black coating (poly-bag of all tiles) (From 001)
018	White paper board with beige/golden coatings (frame of all tiles) (From 001)
019	White paper sheet with multicolor coatings (quick starter rules) (From 001)

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 DATE: June 26, 2019

## TEST RESULTS

### 3.1 Determination Of Pentachlorophenol[German Ordinance on Prohibition of Chemical (ChemVerbotsV) Attachment 15]

Test Method : In house method

Analyte	Requirement (Max.)	Reporting Limit	Sample, mg/kg	
			005+006+007	011
PCP	5	1	<1.0	<1.0
<b>Rating</b>			PASS	PASS
<i>Remark:</i> -All concentrations expressed in milligrams per kilogram of Tested Parts -"<" means less than; PCP denotes as pentachlorophenol (87-86-5) -Method for determination of PCP is determined by GC-MSD -The test results only apply to the items tested.				

### 3.2 Determination Of Pentachlorophenol [Point 22 Of The Annex XVII Of The Regulation (EC) No. 1907/2006 (REACH) With Further Amendment]

Test Method : EN ISO 17070:2015

Analyte	Requirement (Max.)	Reporting Limit	Sample, mg/kg	
			005+006+007	011
PCP	1000	1	<1.0	<1.0
<b>Rating</b>			PASS	PASS
<i>Remark:</i> -All concentrations expressed in milligrams per kilogram of Tested Parts -"<" means less than; PCP denotes as pentachlorophenol (87-86-5) -Method for determination of PCP is determined by GC-MSD -The test results only apply to the items tested.				

### 3.3 Total Heavy Metals In Packaging [NERC Heavy Metals in Packaging Wastes]

Test Method: In-house Method

Elements	Requirement (Max.)	Reporting Limit	Sample, mg/kg			
			013+015	014	016+017	018+019
Lead (Pb)	100	10	<10	<10	<10	<10
Cadmium (Cd)	100	5	<5	<5	<5	<5
Chromium VI (Cr VI)	100	10	<10	<10	<10	<10
Mercury (Hg)	100	5	<5	<5	<5	<5
Sum	100	30	<30	<30	<30	<30
<b>Rating</b>			PASS	PASS	PASS	PASS
<i>Remark:</i> -All concentrations expressed in milligrams per kilogram -"<" means less than -Method for determination of Lead (Pb), Cadmium(Cd), Chromium VI (Cr VI) and Mercury(Hg) are determined by Inductively Coupled Plasma Spectroscopy. -The test results only apply to the items tested.						

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## TEST RESULTS

### 3.4 Total Heavy Metals In Packaging [94/62/EC]

Test Method : In-house Method

Elements	Requirement (Max.)	Reporting Limit	Sample, mg/kg			
			013+015	014	016+017	018+019
Lead (Pb)	100	10	<10	<10	<10	<10
Cadmium (Cd)	100	5	<5	<5	<5	<5
Chromium VI (Cr VI)	100	10	<10	<10	<10	<10
Mercury (Hg)	100	5	<5	<5	<5	<5
Sum	100	30	<30	<30	<30	<30
<b>Rating</b>			PASS	PASS	PASS	PASS
<i>Remark:</i> -All concentrations expressed in milligrams per kilogram -“<” means less than -Method for determination of Lead (Pb), Cadmium(Cd), Chromium VI (Cr VI) and Mercury(Hg) are determined by Inductively Coupled Plasma Spectroscopy. -The test results only apply to the items tested.						

### 3.5 Specific Substance In Surface Coatings [Canada Toys Regulations (SOR/2011-17), Toxicological Hazards, Section 23 With SOR/2016-195 & SOR/2016-302 Amendment]

Test Method : Health Canada Product Safety Reference Manual, Book 5, Part B, Method C-03

Elements	Requirement (Max.)	Reporting Limit	Sample, mg/kg		
			002	003	004
Antimony (Sb)	1000	50	<50	<50	<50
Arsenic (As)	1000	50	<50	<50	<50
Barium (Ba)	1000	50	<50	<50	<50
Cadmium (Cd)	1000	50	<50	<50	<50
Selenium (Se)	1000	50	<50	<50	<50
<b>Rating</b>			PASS	PASS	PASS
<i>Remark:</i> -All concentrations expressed in milligrams per kilogram -“<” means less than -Method for determination of each soluble element present: Antimony(Sb), Arsenic(As), Barium(Ba), Cadmium(Cd) and Selenium(Se) are determined by Inductively Coupled Plasma Spectroscopy. -The test results only apply to the items tested.					

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 DATE: June 26, 2019

## TEST RESULTS

### 3.6 Total Cadmium Content In Plastic [Point 23 Of The Annex XVII Of The Regulation (EC) No. 1907/2006 (REACH) With Further Amendment]

Test Method : EN 1122:2001

Elements	Requirement (Max.)	Reporting Limit	Sample, mg/kg		
			011		
Cadmium (Cd)	100	20	< 20		
<b>Rating</b>			PASS		
<i>Remark:</i> -All concentrations expressed in milligrams per kilograms -“<” means less than -Method for determination of cadmium (Cd) is determined by Inductively Coupled Plasma Spectroscopy. -The test results only apply to the items tested.					

### 3.7 Total Cadmium Content In Surface Coating [Point 23 Of The Annex XVII Of The Regulation (EC) No. 1907/2006 (REACH) With Further Amendment]

Test Method : In-house method reference with CPSC-CH-E1003-09.1

Elements	Requirement (Max.)	Reporting Limit	Sample, mg/kg		
			002	003	004
Cadmium (Cd)	1000	10	<10	<10	<10
<b>Rating</b>			PASS	PASS	PASS
<i>Remark:</i> -All concentrations expressed in milligrams per kilograms -“<” means less than -Method for determination of cadmium (Cd) is determined by Inductively Coupled Plasma Spectroscopy. -The test results only apply to the items tested.					

### 3.8 Total Lead And Mercury In Surface Coatings [Canada Toys Regulations (SOR/2011-17) With SOR/2016-195 & SOR/2016-302 Amendment, Toxicological Hazards, Section 23 And SOR/2016-193 Surface Coating Materials Regulations]

Test Method : Health Canada Product Safety Reference Manual, Book 5, Part B, Method C-02.2 & C-07

Elements	Requirement (Max.)	Reporting Limit	Sample, mg/kg		
			002	003	004
Lead (Pb)	90	10	< 10	< 10	< 10
Mercury (Hg)	10	10	< 10	< 10	< 10
<b>Rating</b>			PASS	PASS	PASS
<i>Remark:</i> -All concentrations expressed in milligrams per kilogram -“<” means less than -Method for determination of each element present: Lead (Pb) and Mercury (Hg) are determined by Inductively Coupled Plasma Mass Spectrometry. -The test results only apply to the items tested.					

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## TEST RESULTS

### 3.9 Total Lead Content In Substrates [ASTM F963-17 Section 4.3.5.2 (2)(a)]

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

Elements	Requirement (Max.)	Reporting Limit	Sample, mg/kg	
			011	012
Lead (Pb)	100	20	< 20	< 20
<b>Rating</b>			PASS	PASS
<i>Remark:</i> -All concentrations expressed in milligrams per kilogram of Tested Parts -“<” means less than -Method for determination of Lead (Pb) is determined by Inductively Coupled Plasma Spectroscopy. -The test results only apply to the items tested.				

### 3.10 Total Lead Content In Substrates [Consumer Product Safety Improvement Act Of 2008 Section 101]

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

Elements	Requirement (Max.)	Reporting Limit	Sample, mg/kg	
			011	012
Lead (Pb)	100	20	< 20	< 20
<b>Rating</b>			PASS	PASS
<i>Remark:</i> -All concentrations expressed in milligrams per kilogram of Tested Parts -“<” means less than -Method for determination of Lead (Pb) is determined by Inductively Coupled Plasma Spectroscopy. -The test results only apply to the items tested.				

### 3.11 Total Lead Content In Substrates [California Proposition 65 Settlements Of Alameda Superior Court, BG07350969, RG08378050 And San Francisco Superior Court 07-462991]

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

Elements	Requirement (Max.)	Reporting Limit	Sample, mg/kg	
			011	012
Lead (Pb)	600	20	< 20	< 20
<b>Rating</b>			PASS	PASS
<i>Remark:</i> -All concentrations expressed in milligrams per kilogram of Tested Parts -“<” means less than -Method for determination of Lead (Pb) is determined by Inductively Coupled Plasma Spectroscopy. -The test results only apply to the items tested.				

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## TEST RESULTS

**3.12 Total Lead Content In Substrates [California Proposition 65 Settlements Of Alameda Superior Court, RG07356892]**  
**Test Method: CPSC-CH-E1001-08.3 (Metal Substrates) / CPSC-CH-E1002-08.3 Section IA & IIA (Non-Metal Substrates)**

Elements	Requirement (Max.)	Reporting Limit	Sample, mg/kg	
			011	012
Lead (Pb)	100	20	< 20	< 20
<b>Rating</b>			PASS	PASS
<i>Remark:</i> -All concentrations expressed in milligrams per kilogram of Tested Parts -“<” means less than -Method for determination of Lead (Pb) is determined by Inductively Coupled Plasma Spectroscopy. -The test results only apply to the items tested.				

**3.13 Total Lead Content [Canada Consumer Products Containing Lead Regulations (SOR/2018-83)]**  
**Test Method : In-house method reference with CPSC-CH-E1001-08.3 (Metal Substrates) / CPSC-CH-E1002-08.3 Section IA & IIA (Non-Metal Substrates) / CPSC-CH-E1003-09.1 (Paints and Surface Coatings)**

Elements	Requirement (Max.)	Reporting Limit	Sample, mg/kg			
			002	003	004	008+009+010
Lead (Pb)	90	20	< 20	< 20	< 20	< 20
<b>Rating</b>			PASS	PASS	PASS	PASS

Elements	Requirement (Max.)	Reporting Limit	Sample, mg/kg	
			011	012
Lead (Pb)	90	20	< 20	< 20
<b>Rating</b>			PASS	PASS
<i>Remark:</i> -All concentrations expressed in milligrams per kilogram -“<” means less than -Method for determination of each element present: Lead (Pb) is determined by Inductively Coupled Plasma Spectroscopy. -The test results only apply to the items tested.				

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USA 22314

REPORT NO.: C80591974  
UL ORDER NO.: 12910990  
DATE: June 26, 2019

## TEST RESULTS

### 3.14 Total Lead Content In Paints And Surface Coatings [ASTM F963-17 Section 4.3.5.1(1)]

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

Elements	Requirement (Max.)	Reporting Limit	Sample, mg/kg		
			002	003	004
Lead (Pb)	90	10	<10	<10	<10
<b>Rating</b>			PASS	PASS	PASS
<i>Remark:</i> -All concentrations expressed in milligrams per kilogram of Tested Parts -“<” means less than -Method for determination of Lead (Pb) is determined by Inductively Coupled Plasma Spectroscopy. -The test results only apply to the items tested.					

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

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

Elements	Requirement (Max.)	Reporting Limit	Sample, mg/kg		
			002	003	004
Lead (Pb)	90	10	<10	<10	<10
<b>Rating</b>			PASS	PASS	PASS
<i>Remark:</i> -All concentrations expressed in milligrams per kilogram of Tested Parts -“<” means less than -Method for determination of Lead (Pb) is determined by Inductively Coupled Plasma Spectroscopy. -The test results only apply to the items tested.					

### 3.16 Total Lead Content In Paints And Surface Coatings [16 CFR 1303]

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

Elements	Requirement (Max.)	Reporting Limit	Sample, mg/kg		
			002	003	004
Lead (Pb)	90	10	<10	<10	<10
<b>Rating</b>			PASS	PASS	PASS
<i>Remark:</i> -All concentrations expressed in milligrams per kilogram of Tested Parts -“<” means less than -Method for determination of Lead (Pb) is determined by Inductively Coupled Plasma Spectroscopy. -The test results only apply to the items tested.					

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## TEST RESULTS

**3.17 Total Lead Content In Paint And Surface Coatings [California Proposition 65 Settlements Of Alameda Superior Court, BG07350969, RG08378050 And San Francisco Superior Court 07-462991]  
 Test Method: CPSC-CH-E1003-09.1 (Paint or Surface Coatings)**

Elements	Requirement (Max.)	Reporting Limit	Sample, mg/kg		
			002	003	004
Lead (Pb)	600	10	<10	<10	<10
<b>Rating</b>			PASS	PASS	PASS
<i>Remark:</i> -All concentrations expressed in milligrams per kilogram of Tested Parts -“<” means less than -Method for determination of Lead (Pb) is determined by Inductively Coupled Plasma Spectroscopy. -The test results only apply to the items tested.					

**3.18 Total Lead Content In Paint And Surface Coatings [California Proposition 65 Settlements Of Alameda Superior Court, RG07356892]  
 Test Method: CPSC-CH-E1003-09.1 (Paint or Surface Coatings)**

Elements	Requirement (Max.)	Reporting Limit	Sample, mg/kg		
			002	003	004
Lead (Pb)	90	10	<10	<10	<10
<b>Rating</b>			PASS	PASS	PASS
<i>Remark:</i> -All concentrations expressed in milligrams per kilogram of Tested Parts -“<” means less than -Method for determination of Lead (Pb) is determined by Inductively Coupled Plasma Spectroscopy. -The test results only apply to the items tested.					

**3.19 Determination Of Benzene Content [Point 5 Of The Annex XVII Of The Regulation (EC) No. 1907/2006 (REACH) And Further Amendment]  
 Test Method : Headspace followed GC-MSD analysis**

Analyte	CAS No.	Requirement (Max)	Reporting Limit	Sample, mg/kg			
				002	003	004	011
Benzene	71-43-2	5	1	<1.0	<1.0	<1.0	<1.0
<b>Rating</b>				PASS	PASS	PASS	PASS
<i>Remark:</i> -All concentrations expressed in milligrams per kilogram of tested parts -“<” means less than -Method for determination of analyte are determined by GC-MSD -The test results only apply to the items tested.							

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



# TEST REPORT

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Address: 1321 Cameron St, Alexandria Virginia  
USA 22314

REPORT NO.: C80591974  
UL ORDER NO.: 12910990  
DATE: June 26, 2019

## TEST RESULTS

3.20 Total Phthalates Content [California Proposition 65 Settlements Of County Of Sacramento Case Number 07AS04683, And The Alameda Superior Court Case Numbers BG07350969, RG08367601, RG07351032 And RG08378050]

Test Method: CPSC-CH-C1001-09.4

Analyte	CAS No.	Requirement (Max.)	Reporting Limit	Sample, %			
				002	003	004	011
Dibutyl Phthalate, DBP	84-74-2	0.1	0.005	<0.005	<0.005	<0.005	<0.005
Benzyl Butyl Phthalate, BBP	85-68-7	0.1	0.005	<0.005	<0.005	<0.005	<0.005
Diethylhexyl Phthalate, DEHP	117-81-7	0.1	0.005	0.006	0.005	0.022	<0.005
Diisodecyl Phthalate, DIDP	26761-40-0 /68515-49-1	0.1	0.005	<0.005	<0.005	<0.005	<0.005
Dihexyl Phthalate, DHEXP	84-75-3	0.1	0.005	<0.005	<0.005	<0.005	<0.005
<b>Rating</b>				PASS	PASS	PASS	PASS
<i>Remark:</i> -All concentrations expressed in percentage (%) -“<” means less than -Method for determination of Phthalates are determined by Gas Chromatography Mass Selective Detector (GC-MSD) -The test results only apply to the items tested.							

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# TEST REPORT

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 UL ORDER NO.: 12910990  
 DATE: June 26, 2019

## TEST RESULTS

### 3.21 Total Phthalates Content In Toys And Child Care Articles [Point 51, 52 Of The Annex XVII Of The Regulation (EC) No. 1907/2006 (REACH) And Amending Commission Regulation (EU) 2018/2005]

Test Method : CPSC-CH-C1001-09.4

Analyte	CAS No.	Requirement (Max.)	Reporting Limit	Sample,%			
				002	003	004	011
Dibutyl Phthalate, DBP	84-74-2	0.1	0.005	<0.005	<0.005	<0.005	<0.005
Benzyl Butyl Phthalate, BBP	85-68-7		0.005	<0.005	<0.005	<0.005	<0.005
Diethylhexyl Phthalate, DEHP	117-81-7		0.005	0.006	0.005	0.022	<0.005
Diisobutyl Phthalate, DIBP	84-69-5		0.005	<0.005	<0.005	<0.005	<0.005
<b>Sum of DBP, BBP, DEHP &amp; DIBP</b>			0.005	0.006	0.005	0.022	<0.005
Diisononyl Phthalate, DINP	28553-12-0/ 68515-48-0	0.1	0.005	<0.005	<0.005	<0.005	<0.005
Di-n-octyl Phthalate, DNOP	117-84-0		0.005	<0.005	<0.005	<0.005	<0.005
Diisodecyl Phthalate, DIDP	26761-40-0/ 68515-49-1		0.005	<0.005	<0.005	<0.005	<0.005
<b>Sum of DINP, DNOP &amp; DIDP</b>			0.005	<0.005	<0.005	<0.005	<0.005
<b>Rating</b>				PASS	PASS	PASS	PASS
<p><b>Remark:</b>            -All concentrations expressed in percentage (%)            -“&lt;” means less than            -Method for determination of Phthalates are determined by Gas Chromatography Mass Selective Detector (GC-MSD)            -Toys and child care articles need to determine DEHP, DBP, BBP or DIBP. Component in any part of a toy or child care article that can be placed in the mouth of a child: DINP, DIDP, or DNOP            -The test results only apply to the items tested.</p>							

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# TEST REPORT

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 UL ORDER NO.: 12910990  
 DATE: June 26, 2019

## TEST RESULTS

### 3.22 Prohibition Of Children's Toys And Child Care Articles Containing Specified Phthalates [16 CFR 1307.3]

Test Method : CPSC-CH-C1001-09.4

Analyte	CAS No.	Requirement (Max.)	Reporting Limit	Sample, %			
				002	003	004	011
Dibutyl Phthalate, DBP	84-74-2	0.1	0.005	<0.005	<0.005	<0.005	<0.005
Benzyl Butyl Phthalate, BBP	85-68-7	0.1	0.005	<0.005	<0.005	<0.005	<0.005
Diethylhexyl Phthalate, DEHP	117-81-7	0.1	0.005	0.006	0.005	0.022	<0.005
Diisononyl Phthalate, DINP	28553-12-0 /68515-48-0	0.1	0.005	<0.005	<0.005	<0.005	<0.005
Diisobutyl Phthalate, DIBP	84-69-5	0.1	0.005	<0.005	<0.005	<0.005	<0.005
Dipentyl Phthalate, DPENP	131-18-0	0.1	0.005	<0.005	<0.005	<0.005	<0.005
Di-n-hexyl Phthalate, DHEXP	84-75-3	0.1	0.005	<0.005	<0.005	<0.005	<0.005
Dicyclohexyl Phthalate, DCHP	84-61-7	0.1	0.005	<0.005	<0.005	<0.005	<0.005
<b>Rating</b>				PASS	PASS	PASS	PASS
<b>Remark:</b> -All concentrations expressed in percentage (%) -“<” means less than -Method for determination of Phthalates are determined by Gas Chromatography Mass Selective Detector (GC-MSD) -The test results only apply to the items tested.							

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# TEST REPORT

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 DATE: June 26, 2019

## TEST RESULTS

### 3.23 Total Phthalates Content In Toys And Child Care Articles [Phthalates Regulation SOR/2016-188 Phthalates Content]

Test Method : CPSC-CH-C1001-09.4

Analyte	CAS No.	Requirement (Max.)	Reporting Limit	Sample, %			
				002	003	004	011
Dibutyl Phthalate, DBP	84-74-2	0.1	0.005	<0.005	<0.005	<0.005	<0.005
Benzyl Butyl Phthalate, BBP	85-68-7	0.1	0.005	<0.005	<0.005	<0.005	<0.005
Diethylhexyl Phthalate, DEHP	117-81-7	0.1	0.005	0.006	0.005	0.022	<0.005
Diisononyl Phthalate, DINP	28553-12-0/ 68515-48-0	0.1	0.005	<0.005	<0.005	<0.005	<0.005
Di-n-octyl Phthalate, DNOP	117-84-0	0.1	0.005	<0.005	<0.005	<0.005	<0.005
Diisodecyl Phthalate, DIDP	26761-40-0/ 68515-49-1	0.1	0.005	<0.005	<0.005	<0.005	<0.005
<b>Rating</b>				PASS	PASS	PASS	PASS
<p><b>Remark:</b>            -All concentrations expressed in percentage (%)            -“&lt;” means less than            -Method for determination of Phthalates are determined by Gas Chromatography Mass Selective Detector (GC-MSD)            -Vinyl in toys and child care articles need to determine DEHP, DBP, or BBP. Vinyl in any part of a toy or child care article that can be placed in the mouth of a child under four years of age: DINP, DIDP, or DNOP            -The test results only apply to the items tested.</p>							

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 DATE: June 26, 2019

## TEST RESULTS

### 3.24 Determination Of Polycyclic Aromatic Hydrocarbon [Point 50 Of The Annex XVII Of The Regulation (EC) No. 1907/2006 (REACH) With Further Amendment]

Test Method : AfPS GS 2014:01 PAK

<u>Analyte</u>	<u>CAS No.</u>	<u>Requirement (Max)</u>	<u>Reporting Limit</u>	<u>Sample, mg/kg</u>
				<u>011</u>
Benzo[a]pyrene	50-32-8	0.5	0.1	<0.1
Benzo[e]pyrene	192-97-2	0.5	0.1	<0.1
Benzo[a]anthracene	56-55-3	0.5	0.1	<0.1
Chrysene	218-01-9	0.5	0.1	<0.1
Benzo[b]fluoranthene	205-99-2	0.5	0.1	<0.1
Benzo[j]fluoranthene	205-82-3	0.5	0.1	<0.1
Benzo[k]fluoranthene	207-08-9	0.5	0.1	<0.1
Dibenzo[a,h]anthracene	53-70-3	0.5	0.1	<0.1
<b>Rating</b>				PASS
<p><i>Remark:</i>            -All concentrations expressed in milligrams per kilogram            -“&lt;” means less than            -Method for determination of analyte are determined by GC-MSD            -The test results only apply to the items tested.            -Articles shall not be placed on the market for supply to the general public, if any of their rubber or plastic components that come into direct as well as prolonged or short-term repetitive contact with the human skin or the oral cavity, under normal or reasonably foreseeable conditions of use, contain more than 1 mg/kg (0,0001 % by weight of this component) of any of the listed PAHs            -Toys, including activity toys, and childcare articles, shall not be placed on the market, if any of their rubber or plastic components that come into direct as well as prolonged or short-term repetitive contact with the human skin or the oral cavity, under normal or reasonably foreseeable conditions of use, contain more than 0,5 mg/kg (0,00005 % by weight of this component) of any of the listed PAHs.</p>				

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 USA 22314

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 UL ORDER NO.: 12910990  
 DATE: June 26, 2019

## TEST RESULTS

3.25 Soluble Migrated Elements [ASTM F963-17 Section 4.3.5.1 (2), 4.3.5.2 (2)(b) & 8.3]  
 Test Method : ASTM F963-17 Section 8.3

Elements	Requirement (Max.)	Sample, mg/kg			
		002	003	004	011
*Sample weight (g)		--	--	--	--
Antimony (Sb)	60	<6.0	<6.0	<6.0	<6.0
Arsenic (As)	25	<2.5	<2.5	<2.5	<2.5
Barium (Ba)	1000	<6.0	8.0	<6.0	12.0
Cadmium (Cd)	75	<6.0	<6.0	<6.0	<6.0
Chromium (Cr)	60	<6.0	<6.0	<6.0	<6.0
Lead (Pb)	90	<6.0	<6.0	<6.0	<6.0
Mercury (Hg)	60	<6.0	<6.0	<6.0	<6.0
Selenium (Se)	500	<6.0	<6.0	<6.0	<6.0
<b>Rating</b>		PASS	PASS	PASS	PASS

**Remark:**  
 -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(Cr), Lead(Pb), Mercury(Hg) and Selenium(Se) are determined by Inductively Coupled Plasma Spectroscopy.  
 -\*Sample weight between 0.01g - 0.1g should be reported in according to ASTM F963-17  
 -\*\* Test specimen less than 10 mg is not required to test soluble migrated elements according to ASTM F963-17 Section 8.3.3.6 (2).  
 -The test results only apply to the items tested.  
 -Any deviation from the standard method was specified as follow:

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# TEST REPORT

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 USA 22314

REPORT NO.: C80591974  
 UL ORDER NO.: 12910990  
 DATE: June 26, 2019

## TEST RESULTS

### 3.26 Migration Of Certain Elements [EN71-3: 2013 + A3:2018 Under 2009/48/EC Toy Safety Directive]

<u>Soluble Elements</u>	<u>CAS No.</u>	<u>Requirements</u>	<u>Sample, mg/kg</u>			
		<u>Category III, mg/kg (Scraped-off material)</u>	<u>005</u>	<u>006</u>	<u>007</u>	<u>011</u>
Sample weight between (0.01g) 10 mg and (0.1g) 100 mg			--	--	--	--
Aluminum	7429-90-5	70,000	250.0	<50.0	<50.0	630.0
Antimony	7440-36-0	560	<5.0	<5.0	<5.0	<5.0
Arsenic	7440-38-2	47	<2.5	<2.5	<2.5	<2.5
Barium	7440-39-3	18,750	<5.0	11.5	<5.0	12.0
Boron	7440-42-8	15,000	<50.0	<50.0	<50.0	<50.0
Cadmium	7440-43-9	17	<5.0	<5.0	<5.0	<5.0
Chromium <sup>(2)</sup>	7440-47-3	---	< 0.2	< 0.2	< 0.2	1.40
(Chromium III)	-	460	< 0.2	< 0.2	< 0.2	1.40
(Chromium VI)	-	0.2	< 0.2	< 0.2	< 0.2	< 0.2 <sup>#</sup>
Cobalt	7440-48-4	130	<5.0	<5.0	<5.0	<5.0
Copper	7440-50-8	7,700	<50.0	<50.0	<50.0	<50.0
Lead	7439-92-1	23	<5.0	<5.0	<5.0	<5.0
Manganese	7439-96-5	15,000	6.5	7.5	8.5	42.0
Mercury	7439-97-6	94	<5.0	<5.0	<5.0	<5.0
Nickel	7440-02-0	930	<5.0	<5.0	<5.0	<5.0
Selenium	7782-49-2	460	<5.0	<5.0	<5.0	<5.0
Strontium	7440-24-6	56,000	20.0	130.0	40.5	39.5
Tin	7440-31-5	180,000	<4.0	<4.0	<4.0	<4.0
Organic Tin <sup>(3)</sup>	Various	12	<12.0	<12.0	<12.0	<12.0
Zinc	7440-66-6	46,000	<50.0	<50.0	<50.0	<50.0
<b>Rating</b>			PASS	PASS	PASS	PASS
<" means less than ; ">" means greater than ; "mg/kg" means milligrams per kilogram						

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



# TEST REPORT

Client: ThinkFun Inc.  
Address: 1321 Cameron St, Alexandria Virginia  
USA 22314

REPORT NO.: C80591974  
UL ORDER NO.: 12910990  
DATE: June 26, 2019

## TEST RESULTS

Remarks :

1. Soluble migrated elements are determined by ICP-MS (Induced Couple Plasma Mass Spectrometry)
2. If the chromium content of the tested sample does not exceed 0.2 mg/kg, it is deemed to comply on the respective migration requirements of chromium III and/or chromium VI under 2009/48/EC. Otherwise, the compliance on the migration requirements of the individual chromium III and/or chromium VI are confirmed by LC-ICP-MS technique.  
# denotes: The chromium VI content is determined by LC-ICP-MS
3. If the soluble tin content of the tested sample projected by the tin content does not exceed 4.0 mg/kg, it is deemed to comply on the respective migration requirement of Organic Tin under 2009/48/EC. Otherwise, the compliance on the migration requirement of Organic Tin is confirmed by GC-MS analysis.  
## denotes: The Organic Tin content is determined by GC-MS.
4. \*\*Sample weight less than 10 mg is not required to test soluble elements according to EN71-3: 2013 +A3:2018
5. Any deviation from the standard method was specified as follow:
6. The test results only apply to the items tested

### 3.27 Determination Of HBCDD As Per Client's Specification.

#### Test Method : In-house method

Analyte	Client's Requirement (Max.)	Reporting Limit	011
HBCDD	Not Detected	5	< 5.0
<b>Rating</b>			PASS
<i>Remark:</i> -All concentrations expressed in milligrams per kilogram of Tested Parts -"Not Detected" means less than reporting limit. -"<" means less than -Method for determination of analyte is determined by GC-MSD - hexabromocyclododecane (HBCDD) - The test results only apply to the items tested			

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

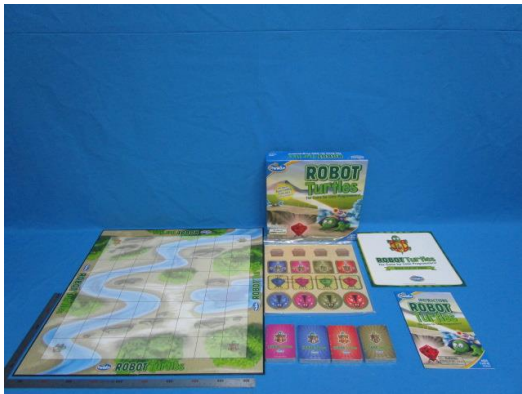
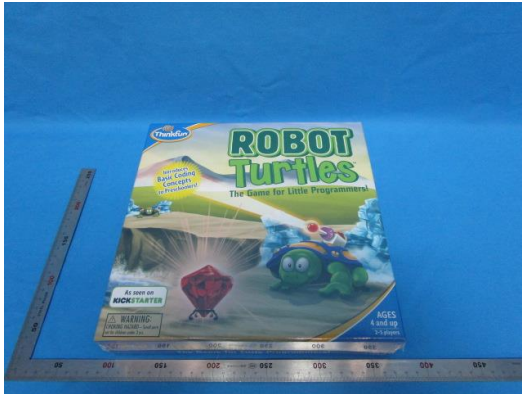


# TEST REPORT

Client: ThinkFun Inc.  
Address: 1321 Cameron St, Alexandria Virginia  
USA 22314

REPORT NO.: C80591974  
UL ORDER NO.: 12910990  
DATE: June 26, 2019

### Product Photo:



\*\*\*\*\* THE END \*\*\*\*\*

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

## UL VS Terms and Conditions / UL VS 条款及条件

All services are governed by the following Terms and Conditions.

**所有服务均受以下条款及条件的约束。**

- Verification Services.** The UL Contracting Party ("we", "us", or "our" as the context requires) will perform commercial testing, verification, audit, assessment, inspection, and/or other services ("Services") in accordance with your instructions as described in this order, scope of work, project proposal, quotation, or order acknowledgment ("Quotation"). The Services will be limited to an assessment of your samples' conformity to requirements, specifications, and/or protocols you have established ("Your Requirements"), and do not express any opinion regarding the bulk from which the samples were drawn. The Services do not involve any assessment or analysis independent safety standards, and we and our affiliates have no responsibility to make any independent safety assessment of any samples.  
**检验服务:** UL 履约方 ("我们") 将根据本订单中所指定的检测范围、工作规范文件、项目建议书、报价单或订单确认函 (以下合称"报告文件")，提供现场测试、检验、审核、评估、检查和/或其他服务 (以下合称"服务")。服务将仅限于评估贵司的样品是否符合贵司已确立的各项要求、规格和/或协议 (以下合称"贵司要求")，并不针对贵司提供的批生产产品发表任何意见。服务不涉及对任何独立安全标准做出任何评估或评价，且对于任何样品进行任何独立安全评估，我们和我司的关联方不承担任何责任。  
**Retailer Program:** If you request us to test compliance with retailer, carrier or other third party program ("Retailer") by requesting Services using 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.  
**零售商计划:** 如果您要求我们进行超出要求获取零售商的计划项下的服务来测试服务是否符合零售商、承运人或其他第三方 (以下合称"零售商") 的计划，则贵司同意我们向零售商披露所有相关的信息、材料和交付成果; 并承认: 即使在本服务协议中有任何相反的条款，然而，服务的交付成果的所有权将根据零售商的计划而定。
- Payment Terms.** You will pay, without set off, our fees and related expenses in accordance with the Quotation including the cost of all taxes, wire or transfer fees, duties, and other fiscal charges which become due on the quoted price and will indemnify us from and against liabilities, incurred as a result of failure to pay any such sums when they become due. We may charge interest at 1% per month (12% per year), or the maximum legal rate if less than 1.0% per month, from the due date until paid fully. You agree to pay reasonable collection costs, including attorneys' fees, if necessary, in the event of late or non-payment.  
**支付条款:** 贵司应在贵司根据文件不做出任何抵销地向我们支付服务费等相关费用，包括所报价格的一切税费、电讯或转账手续费、关税及其他预期财务收费，并会因贵司未能支付任何该等到期款项而产生的负债对我们进行偿付。从到期日起，至足额支付止，我们既可按月 1% (即每年 12%) 的利率收取利息，也可按高者法去利率 (倘若该利率每月低于 1.0%) 收取利息。贵司同意在出现延迟付款或不付款的情况下，支付合理的收账费用 (包括必要的律师费)。
- 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.  
**贵司要求:** 贵司负责确立或选择我们将为您提供服务时采用的所有贵司要求。我们可协助贵司制定满足贵司需求的贵司要求，但是，在任何情况下贵司都必须在提供服务时将采用的贵司要求进行审核。贵司要求  
**Estimated Schedule and Price.** Any time schedule and pricing terms set forth in this Quotation are estimates only and subject to change upon reasonable notice from us depending upon the specific project.  
**预估的时间和价格:** 本报价文件中所述的任何时间表和定价条款都只是预估，如有变化 (依其具体项目而定)，以我公司的合理通知为准。
- On-Site Investigations.** If we perform Services on site at your facilities, or at the facilities of other parties as directed by you, you will ensure that our representatives have safe, secure, and free access to the facilities. Our access will not be conditioned upon the execution of any agreement, waiver, or release. If our representatives are prevented from performing or completing any Services for any reason beyond our reasonable control, we will not be responsible for the nonperformance, and you may be charged for any actual expenses we incur and fees for Services performed.  
**现场调查:** 我可在贵司的设施提供现场服务或按照贵司的指示在贵司的设施提供现场服务。我们将确保我方的代表享有安全、可靠、自由地进出该等设施的权力。我司的进出不会以签署任何协议、弃权书或免责声明文件。我司的代表由于超出我司合理控制范围的任何原因无法提供或完成任何服务的，我司不会对该等不提供服务的情况承担责任，且贵司可能需承担我可向实际发生的所有费用以及与我已提供的服务有关的费用。  
**Deliverables.** We will provide you with a report outlining: (i) your instructions and request for Services accepted by us, (ii) Your Requirements used in providing the Services, (iii) The Services performed, and (iv) the results of those services. You are under no obligation to refer to or report on any facts or circumstances which are outside your specific instructions received and accepted by us.  
**交付成果:** 我们将向您提供一份报告，概述如下内容: (i) 我可接受的服务; (ii) 所提供的服务; 以及 (iv) 该等服务的成果。我司并无义务提及或报告超出我可收到并接受的服务可具体指示范围的任何事实或情况。
- Our Findings.** We do not guarantee that our opinions or findings will be recognized or accepted by third parties.  
**我们的发现:** 我不保证我们的意见或发现会被第三方认可或接受。
- Use of Names and Marks.** Except as otherwise authorized by us in writing, you will not use our name, abbreviation, symbols, marks, or the name of any of our subsidiaries, affiliates, or parent on any goods or their containers or packaging, or in connection with any advertising, promotions, or otherwise.  
**名称和标识的使用:** 除非经我方书面授权外，贵司不可将任何货物或其容器或包装上，使用我方的名称、缩写、符号、标识或我方的任何子公司、关联方或母公司的名称，或将我与任何广告、推广或其他活动相联系。
- Cancellation Fees.** If you cancel or change a Quotation: (i) for an inspection after 3:00 PM of the working day before the scheduled inspection date, we will charge you the Quotation price plus any travel costs beyond 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 only, you will be responsible for all incurred non-refundable travel costs associated with that audit. Any change or cancellation of an audit that occurs within 7 days of the scheduled audit will be charged a \$600 USD fee in addition to any incurred travel costs.  
**取消费:** 如果贵司: (i) 取消或变更对某项检验的报价文件，且取消或变更的时间是在已排定的检验日期的前一工作日下午 3:00 之后，则我可持按报价文件的价格向贵司收取费用，并加上取消前已发生的任何差旅费; (ii) 取消或变更对应测试的报价文件，且任何取消或变更的时间是在我可在测试设施收到样品之后，贵司可能需承担贵司已付的工作量向贵司收取取消费，取消费标准为 100 美元; 或 (iii) 取消或变更由单一已排定的审核日期所报告的审计，则贵司将负责支付与审核有关的所有已发生的且不可退还的差旅费。如果单一审核的任何变更或取消发生在已排定的该审核后 7 天内，则除了已发生的任何差旅费，还将额外收取 600 美元的取消费。
- No Warranty. NO REPRESENTATION, WARRANTY, OR GUARANTEE, EXPRESS OR IMPLIED, IS INCLUDED IN THESE TERMS AND CONDITIONS, OR IN ANY QUOTATION, REPORT, OR OTHER DOCUMENT PROVIDED UNDER THESE TERMS AND CONDITIONS INCLUDING, BUT NOT LIMITED TO: (i) ANY IMPLIED WARRANTY OF MERCHANTABILITY, 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. 不保证: 我们未提供任何保证，且不包含任何明示或默示的保证、保证或担保，包括但不限于: (i) 任何暗示的准确性保证; 或 "延于" 特定用途; (ii) 不间断; 以及 (iii) 网络安全 (定义见下文) 不会中断、及时、安全、无误。**
- Your Information.** You represent and warrant that all information and data provided to us by you, or on your behalf, is complete and accurate and may be relied upon to provide Services. In addition, you represent and warrant that all of Your Information is owned or licensed by you, and does not infringe on the intellectual property rights of any third party. If any information or data provided to us by you or on your behalf is either incomplete or inaccurate, we will not be liable in any manner for any deficiencies in the Services.  
**贵司的信息:** 贵司承诺并保证: 贵司或贵司的代表提供给贵司的所有信息和数据，均是完整、准确，并在提供服务时为我方所依据。此外，贵司还承诺并保证，贵司的所有信息均由贵司拥有或经许可，并不侵犯任何第三方的知识产权。倘若贵司或贵司的代表向我提供的任何信息或数据不完整或不准确，我司不会对任何方式或任何内容的任何缺陷承担责任。
- 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.  
**工作产品的所有权:** 贵司将拥有根据任何报价文件提供给贵司的测试报告或其他材料。应贵司要求，我们可为贵司存档以及为贵司和第三方创建报告之目的，保留测试报告和其他材料的副本。
- Web Services.** We may provide you with certain website tools and related services, including the ability to order services online through a website (collectively, the "Web Services"). The Web Services are provided to you as a convenience and are provided on an "as is, as available" basis. By using the Web Services, you acknowledge and agree that no data or content transmitted over our networks, the Internet, or wirelessly, or through or in connection with the Web Services, is guaranteed to be secure or free from unauthorized intrusion, and that data stored by us, our affiliates, or our service providers may be deleted, modified, or damaged. You acknowledge that if you wish to protect your transmission of data or files to us, it is your responsibility to use a secure 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.  
**网络服务:** 我们可为贵司提供某些网站工具和相关的服务，包括通过网络进行订购服务的能力 (以下合称"网络服务")。网络服务是为了方便起见并且是在"依照原样、提供时即可用"的基础上提供给贵司的，通过使用网络服务，贵司承认并接受，通过我司网络、互联网或无线传输的数据或信息，或通过网络服务传输的数据或信息，或所传输的网络服务的数据或内容，不保证安全或免受未经授权的人员入侵。并且，我们、我公司的关联方或我们的服务提供商存储的数据可能会遭删除、修改或损坏。贵司承认，如果贵司希望保护贵司向我司传输数据或文件，贵司有责任使用安全的数据连接来与网络服务进行通信和使用网络服务。贵司使用网络服务需自行承担风险，并适用于该等网络服务的任何使用条款的约束。网络服务包含在上述的定义之中。
- Confidentiality.** We will not disclose information obtained in confidence ("Confidential Information") except to our subsidiaries, affiliates, or subcontractors, without your prior written authorization. Confidential Information will not include information: (a) already known to us, (b) publicly available, or (c) subsequently acquired by us from another source 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 DALLAS or any other applicable regulatory authority.  
**保密:** 我们不会透露我们在任何情况下以任何方式获得的、关于贵司的保密信息 (以下称"保密信息") 披露给第三方 (我们子公司、关联方或分包商除外)。保密信息不包括以下信息: (a) 我们已知悉的信息; (b) 可从公开渠道获得的信息; (c) 我司随后在不过本条款及条件的情况下从其他渠道获得的信息; (d) 为了提供服务而有必要披露的信息; (e) 法律或政府的命令或认证机构要求提供的信息; 或 (f) 与带有 UL 标志的某一产品相关的且根据与贵司订立的另一份协议应当向我司或我司的关联方披露的信息。
- Samples.** If we require sample examination, you will ship samples to us at your expense. Upon completion of testing, the samples will be destroyed, unless other arrangements are made for return of the samples at your expense. You acknowledge that testing and sample preparation may damage or destroy the sample(s), for which we will not be liable.  
**样品:** 如果我们要求运输样品，贵司将由贵司承担。测试完成后，样品会被销毁，除非贵司做出安排自费将样品运回贵司。贵司承认，测试和样品准备工作可能会损坏或破坏样品，对此我司将不承担责任。
- LIMITATION OF LIABILITY. OUR LIABILITY FOR ANY CLAIMS FOR LOSS, DAMAGE, OR EXPENSE OF ANY NATURE AND HOWSOEVER ARISING FOR ANY BREACH OF CONTRACT AND/OR ANY FAILURE TO EXERCISE APPROPRIATE SKILL AND CARE BY US WILL UNDER NO CIRCUMSTANCE EXCEED THE FEES RECEIVED FOR THE SPECIFIC SERVICES WHICH GIVE RISE TO SUCH CLAIMS. UNDER NO CIRCUMSTANCE WILL WE HAVE ANY LIABILITY FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY NATURE WHATSOEVER. WE WILL NOT BE LIABLE FOR LOSS OF PROFITS, GOODWILL, USE, DATA, FUTURE BUSINESS, OR PRODUCTION. CONFIDENTIAL INFORMATION 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 CLAIMS BROUGHT UNDER SECTION 24 (DISPUTES) WITHIN TWELVE MONTHS AFTER THE DATE OF THE PERFORMANCE 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.  
**责任限制: 我司在任何情况下均不会对贵司的、或从任何损失、损害、或支出、或因任何违约、或未能适当行使技能和谨慎而造成的任何损失、损害或费用承担责任。在任何情况下，我司都不会超过为贵司提供服务的费用而造成的损失。在任何情况下，我司都不会对任何性质的任何间接的、后果性的、或有形的、特殊的、惩罚性的或惩罚性的损害赔偿承担责任，包括但不限于: 利润损失、商誉损失、无形资产、未来业务或机会的损失、或被侵权方的其他无形资产。即使我司已经被告知了该等损害赔偿的可能性，在任何情况下，我司均不对任何方式或任何内容的任何缺陷承担责任，除非该等损害是在日发生提供并因该等损害发生之日后十二个月内、或在任何损失或损害发生的情况下，该等损害应当于贵司支付之日后的十二个月内，依据第 24 条 (争议) 解决。****
- Indemnification.** You will defend, hold harmless, and indemnify us and our officers, directors, trustees, employees, agents, or subcontractors against all claims made by any third party for loss, damage, or expense arising out of these Terms and Conditions, including without limitation, the performance or non-performance of any Services or the Web Services.  
**赔偿:** 对于任何第三方因本条款及条件 (包括但不限于任何服务或网络服务之提供或不提供) 引起的损失、损害或费用而提出的任何索赔，贵司将为我司及我司的管理人员、董事、受托人、雇员、代理或分包商进行抗辩，使我司及我司的管理人员、董事、受托人、雇员、代理或分包商免受损害，并对我司及我司的管理人员、董事、受托人、雇员、代理或分包商进行赔偿。
- Waiver.** Any failure by a party to insist upon the performance of any section of these Terms and Conditions will not constitute a waiver of any rights under these Terms and Conditions or future performance of that section.  
**弃权:** 一方不坚持履行本条款及条件的任何一个条款的，并不构成对本条款及条件项下的任何权利的放弃，或对该条款的未来履行的放弃。
- No Third Party Beneficiaries.** The parties intend that no provisions of these Terms and Conditions will in any way bind or benefit any third party or the public at large and that no third party will have any rights or cause of action under these Terms and Conditions. In particular, in the event Singapore law governs these Terms and Conditions pursuant to Section 23 (Governing Law), a person or entity who is not a party to these Terms and Conditions will have no right under the Contracts (Rights of Third Parties) Act (Chapter 53B) to enforce any term of these Terms and Conditions, regardless of whether such person or entity has been identified by name, as a member of a class, or as answering a particular description.  
**无第三方受益人:** 双方希望，本条款及条件的任何规定都不会以任何方式约束或有益于任何第三方或一般公众，并且，任何第三方都不会在本条款及条件项下拥有任何权利或诉因。尤其是，如果本条款及条件依据第 23 条 (适用法律) 适用新加坡的法律管辖，则非本条款及条件一方的个人或实体无权根据 (自向 (第三方权利) 法案) 第 53B 章) 强制执行本条款及条件的任何规定。无论该人或实体是否系通过姓名/名称、作为某一阶段的成员还是作为回应特定描述而被定义的。
- No Assignment.** Neither party may assign any of its rights or obligations under these Terms and Conditions to any other person without the other party's written authorization. However, we may, upon written notice, assign our rights and obligations under these Terms and Conditions to any of our affiliates or subsidiaries.  
**不得转让:** 任何一方不得在未经另一方书面授权的情况下，将其在本条款及条件项下的任何权利或义务转让给他人。但是，我可经书面通知，将我司在本条款及条件项下的各项权利和义务转让给贵司的任何关联方或子公司。
- Subcontracting.** We may engage subcontractors for certain testing or other services. All subcontractors will meet our current quality certification requirements and will comply with our requirements for confidentiality, conflicts of interest, and ethical standards.  
**分包:** 我们可使用分包商进行某些测试或其他服务。所有分包商将符合我们目前的资质要求，并承诺遵守我司可保密性、利益冲突和道德标准的要求。
- Termination and Notice.** These Terms and Conditions will continue in effect until terminated by either party upon thirty days written notice or, in the event of your breach of these Terms and Conditions, immediately upon receipt of written notice to you. You will pay those fees and expenses incurred by us prior to termination. Notice to either party may be made by hand delivery, courier service, mail, facsimile, or e-mail transmission at the receiving party's designated principal place of business. Notice to us must be sent both to: U L Verification Services Pte. Ltd., Attn: President, 1 Maritime Square, Harbour Front Centre, #11-03, Singapore 099253, with a copy to U L LLC, Attn: General Counsel at 333 Pingston Road, Northbrook, Illinois 60062. Notice will be effective upon receipt.  
**终止和通知:** 本条款及条件将持续有效，直至任何一方经三十天书面通知终止，或在发生任何一方违约的情况下立即书面通知且即时生效。贵司将在终止前提供贵司已发生的费用。通知对我们双方: 可通过手工递送、快递服务、邮寄、传真或电子邮件方式发送至接收方指定的主要营业场所，发送至我们的通知: 必须经如下地址发送: U L Verification Services Pte. Ltd, Attn: President, 1 Maritime Square, Harbour Front Centre, #11-03, Singapore 099253, 并同时持副本发送给如下地址: UL LLC, Attn: General Counsel at 333 Pingston Road, Northbrook, Illinois 60062. 通知将收到之时生效。
- Governing Law.** These Terms and Conditions will be governed and interpreted by the laws of the State of Illinois, United States of America, except if: (i) UL Contracting Party's principal place of business is Asia, Australia, or New Zealand, then Singapore law, and (ii) UL Contracting Party's principal place of business is Europe, then Swiss law, with reference to the applicable jurisdiction's choice of law principles.  
**适用法律:** 本条款及条件将适用美国伊利诺伊州的法律管辖，并据此进行解释 (但: (i) UL 履约方的主要营业地在亚洲、澳大利亚或新西兰的，适用新加坡的法律管辖之进行解释; (ii) UL 履约方的主要营业地在欧洲的，适用瑞士的法律并据此进行解释)，并不涉及适用法律的法律选择原则。
- Disputes.** Any dispute or disagreement, other than nonpayment of fees, relating to these Terms and Conditions or the Services, will be settled by confidential, binding arbitration administered by the International Centre for Dispute Resolution of the American Arbitration Association ("AAA") pursuant to the AAA Commercial Arbitration Rules and the Procedures for Large, Complex Commercial Disputes. The arbitration venue will be Chicago, Illinois, except if: (i) UL Contracting Party's principal place of business is in Europe, the venue will be Geneva, Switzerland; and (ii) UL Contracting Party's principal place of business is in Asia, Australia, or New Zealand, the venue will be Singapore, Republic of Singapore. The arbitration will be conducted before a panel of three (3) arbitrators. The arbitration panel will be selected as follows: the parties will request a list of ten (10) arbitrators drawn from the AAA's panel of commercial arbitrators (who are experienced in and familiar with the AAA's Procedures for Large, Complex Commercial Disputes). From this list, both parties will each choose one arbitrator. After they have been notified of their panel selection, the two (2) arbitrators will agree on a third arbitrator from the list of ten (10), who will be the chair of the panel, and the panel will be final. The decision of the majority of the arbitrators will be the panel's decision. The arbitrators will not have the authority to add, change, or disregard any term of these Terms and Conditions to award incidental, consequential, or punitive damages (including, but not limited to, loss of use, unjust enrichment, and/or lost profits), or exceed the remedies provided by the limitation of liability of these Terms and Conditions. The panel's decision will be binding and judgment on the arbitration award may be entered by a court of competent jurisdiction. Arbitration will be the final remedy for any disputes between the parties arising out of these Terms and Conditions, provided, however, that nothing herein will prevent either party from seeking a court order for injunctive relief (in addition to other remedies) to stop or prevent misuse or misappropriation of its marks, confidential or proprietary information, or infringement of its intellectual property, in a court of law. All arbitrations will be conducted in English.  
**争议:** 与本条款及条件或服务有关的、除未支付费用外的任何争议或异议，都由由美国仲裁协会 (American Arbitration Association，以下简称为"美仲协") 的国际争议解决中心根据美仲协的《商事仲裁规则》(Commercial Arbitration Rules) 和《大型、复杂商事争议程序》(Procedures for Large, Complex Commercial Disputes) 以保密、有约束力的仲裁方式进行解决。仲裁地为 (美国) 伊利诺伊州的芝加哥 (但: (i) UL 履约方的主要营业地在欧洲的，仲裁地为瑞士的内瓦; (ii) UL 履约方的主要营业地在亚洲、澳大利亚或新西兰的，仲裁地为新加坡共和国的新加坡)。仲裁将由三 (3) 名仲裁员组成的仲裁小组组成。仲裁小组的成员由如下方式产生: 双方将各自提供一个名单，从该名单中，双方将各自选择一名仲裁员。这两名仲裁员在收到仲裁小组组成通知后，将从该十 (10) 名名单中商定第三名仲裁员。成为仲裁小组的组长，以最终决定仲裁小组的组成。多数仲裁员的决定将成为仲裁小组的最终决定。仲裁员无权添加、变更或忽视本条款及条件的任何条款，以规定或有形的、后果性的或惩罚性的损害赔偿 (包括但不限于: 使用损失、不当得利或实际损失)，或超出本条款及条件的责任限制规定的救济。仲裁小组的裁决具有约束力。具有法律管辖权的法院可对仲裁裁决强制执行。仲裁裁决只有在符合下列任一方式方可向法院上诉: 仲裁小组的裁决可能构成侵权、违反公共政策、或构成对知识产权、商标权、商业秘密或专有信息的侵犯。所有仲裁均以英文进行。
- Severability.** If any section of these Terms and Conditions is held invalid, void, or unenforceable for any reason that section will be severed, and all other sections of these Terms and Conditions will remain valid to the extent permissible under law.  
**可分割性:** 如果本条款及条件的任何条款由于任何原因被认定为无效或不可强制执行，则该条款将被从本条款及条件中删除。而本条款及条件的所有其他条款将在法律允许的范围内依然有效。
- Modifications.** These Terms and Conditions are the entire and complete agreement between the parties and supersede any other communications, representations, or agreements with respect to its subject matter. Under no circumstances will any printed, 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.  
**修订:** 本条款及条件可仅通过我们、PDF 或其他电子方式签署和同意。我们可接受的、经贵司同意以其他方式接受的本条款及条件的电子版、数字版或印刷版。我们可接受的、贵司可接受的电子版、数字版或印刷版，我们可接受的、报价文件的电子版、数字版或印刷版，都是这些文件的真实、完整、有效、且可强制执行的副本。贵司同意，贵司不会在法庭或仲裁等任何诉讼中，对我司的副本的可执行性或有效性提出质疑。
- 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, 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 default; and (iv) is not caused by war, water, disaster, natural disasters or acts of God, 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 default; 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