



TEST REPORT

Supersede test report serial number C81261977, issue date November 21, 2019

Client:	ThinkFun Inc.	REPORT NO.:	C81261977R001
Address:	1321 Cameron St, Alexandria Virginia USA 22314	UL ORDER NO.:	--
		DATE:	December 31, 2019

Attn:	Natalie Tapia
Sample Description:	4-T Puzzle
Quantity Submitted:	1 piece
Style No.:	76382
P.O. No.:	Not provided
Labeled Age Grade:	Ages 8 to adult
Appropriate Age Grade:	Ages 8 to adult
Tested Age Grade:	Ages 8 to adult
Destination:	USA, Europe, Canada
Country of Origin:	China
Date(s) of samples received:	November 7, 2019
Date of Test Period:	November 7, 2019 – December 31, 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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SZ-FAF-001 (2017-10-12)



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CONCLUSION:

ASTM F963-17 Physical & Mechanical Requirements	PASS
16 CFR 1500 Physical & Mechanical Requirements	PASS
EN71-1:2014+A1:2018 Mechanical & Physical Properties	PASS
Canada Toys Regulations SOR/2011-17 Physical And Mechanical Requirements	PASS
ASTM F963-17 Flammability Requirements	PASS
16 CFR 1500.3 (c) (6) (vi) /1500.44 Flammability Requirements	PASS
EN 71-2:2011 + A1:2014 Flammability Test	PASS
Canada Toys Regulations SOR/2011-17 Flammability Requirements (Cellulose Nitrate And Celluloid)	PASS
Flammability Requirements For Textile Fibres: SOR/2016-194	NOT APPLICABLE#
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]	NOT APPLICABLE#
Total Lead Content In Paints And Surface Coatings [ASTM F963-17 Section 4.3.5.1(1)]	NOT APPLICABLE#
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]	NOT APPLICABLE#
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]	NOT APPLICABLE#
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]	NOT APPLICABLE#
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]	NOT APPLICABLE#
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]	NOT APPLICABLE#
Total Lead And Mercury In Surface Coatings [Canada Toys Regulations (SOR/2011-17) Toxicological Hazards, Section 23 And SOR/2016-193 Surface Coating Materials Regulations]	NOT APPLICABLE#
Specific Substance In Surface Coatings [Canada Toys Regulations (SOR/2011-17) Toxicological Hazards, Section 23]	NOT APPLICABLE#
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]	NOT APPLICABLE#
Migration Of Certain Elements [EN71-3: 2019 Under 2009/48/EC Toy Safety Directive]	NOT APPLICABLE#
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]	NOT APPLICABLE#
Total Cadmium Content In Surface Coating [Point 23 Of The Annex XVII Of The Regulation (EC) No. 1907/2006 (REACH) With Further Amendment]	NOT APPLICABLE#
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#
Determination Of Pentachlorophenol As Per Client's Specification [Point 22 Of The Annex XVII Of The Regulation (EC) No. 1907/2006 (REACH) With Further Amendment]	NOT APPLICABLE#

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		DATE:	December 31, 2019

CONCLUSION:

Determination Of Pentachlorophenol As Per Client's Specification [German Ordinance on Prohibition of Chemical (ChemVerbotsV) Attachment 15]	NOT APPLICABLE#
Determination Of Benzene Content [Point 5 Of The Annex XVII Of The Regulation (EC) No. 1907/2006 (REACH) And Further Amendment]	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 HBCDD As Per Client's Specification.	PASS
Determination of Flame Retardant Content [(EU) 2019/1021 On Persistent Organic Pollutants]	PASS
Determination of PBB & PBDEs Content [(EU) 2019/1021 On Persistent Organic Pollutants]	NOT APPLICABLE#
Flame Retardant (PBBs & PBDES) As Per Client's Specification with Reference to Chem. VerbotsV Regulation.	NOT APPLICABLE#
Determination Of Flame Retardant Content As Per Client's Specification [Bedarfsgegenständeverordnung Annex 1 (to § 3) Substances which may not be used in the manufacture or treatment of certain consumer goods]	NOT APPLICABLE#
Determination Of Flame Retardant Content As Per Client's Specification [Point 4,7,8,45, 67 Of The Annex XVII Of The Regulation (EC) No. 1907/2006 (REACH) With Further Amendment]	NOT APPLICABLE#
Total Mercury Content [SOR/2014-254 Products Containing Mercury Regulations]	PASS
Total Heavy Metals In Packaging [94/62/EC]	PASS
Total Lead Content In Surface Coating [EU 2015/628 Amending Point 63 Of The Annex XVII Regulation (EC) No. 1907/2006 (REACH)]	NOT APPLICABLE#
Total Lead Content In Substrate [EU 2015/628 Amending Point 63 of The Annex XVII Regulation (EC) No. 1907/2006 (REACH)]	PASS
Determination of Polycyclic Aromatic Hydrocarbon In Category I [AfPS GS 2014:01 PAK]	PASS
Total NP & NPEO Content [Point 46 Of The Annex XVII Of The Regulation (EC) No. 1907/2006 (REACH) With Further Amendment]	NOT APPLICABLE#
Determination of Carcinogenic And Allergenic Dyes [DIN54231:2005]	NOT APPLICABLE#
Determination Of Short Chain Chlorinated Paraffins [(EU) 2019/1021 On Persistent Organic Pollutants]	NOT APPLICABLE#
Determination Of Chlorophenol As Per Client's Specification [The Annex XVII Of The Regulation (EC) No. 1907/2006 (REACH) With Further Amendment]	NOT APPLICABLE#
Determination Of Dimethyl fumarate (DMFu) Content [Point 61 Of The Annex XVII Of The Regulation (EC) No. 1907/2006 (REACH) With Further Amendment]	NOT APPLICABLE#
Determination Of Vinyl Chloride Content [Point 2 Of The Annex XVII Of The Regulation (EC) No. 1907/2006 (REACH) With Further Amendment]	NOT APPLICABLE#
Determination Of Formamide Content [EU 2015/2115 Amending 2009/48/EC Toy Safety Directive]	NOT APPLICABLE#
Determination Of Residual Dimethylformamide [Client's Specification]	NOT APPLICABLE#
Determination of Organotin Compounds [Point 20 of The Annex XVII of The Regulation (EC) No. 1907/2006 (REACH) With Further Amendment]	NOT APPLICABLE#
Determination of Aniline Content As Per Client's Specification [Regulation (EC) No. 1907/2006 (REACH) with Further Amendment]	NOT APPLICABLE#
Total Phthalates Content [ROHS Directive 2015/863/EU Amending Directive 2011/65/EU Annex II]	NOT APPLICABLE#
ROHS Directive (EU) 2015/863 amending Annex II to Directive 2011/65/EU	NOT APPLICABLE#
-Screening by X-ray fluorescence spectroscopy and confirmed by wet chemical method of Lead, Cadmium, Mercury, Chromium and Brominated flame retardants (PBB & PBDE)	
Colour Fastness To Rubbing [EN ISO 105-X12:2016]	NOT APPLICABLE#
Color Fastness To Perspiration [EN ISO 105-E04:2013]	NOT APPLICABLE#

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

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		DATE:	December 31, 2019

Note: 1. The results relate only to the items tested.
 2. As per client's requested, added test result of 3.13 and 3.14.

For and on behalf of :
 UL VS Shanghai Limited Shenzhen Branch



Stephen Chan
 Operation Manager

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Client: ThinkFun Inc. REPORT NO.: C81261977R001
 Address: 1321 Cameron St, Alexandria Virginia UL ORDER NO.: --
 USA 22314 DATE: December 31, 2019

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 8 to adult
 Samples Quantity : 1 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	NA
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

#: Section 4.7 accessible edges and section 4.9 accessible points are only applicable for toys for children under 96 months, and the assessment was for reference only.

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TEST RESULTS

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 8 to adult
 Samples Quantity :1 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#
1500.121	Labeling requirements; prominence, placement, and conspicuousness		NA
1500.19	Misbranded toys and other articles intended for use by children		NA

REMARK: P = PASS NA = NOT APPLICABLE

#: The Mechanical and Physical Tests Requirements of U.S. Consumer Products Safety Commission for Toys and Articles intended for use by the children Specified in U.S. Code of Federal Regulations Title 16, Part 1500.48 and 1500.49 are only for children under 8 years of age. Only As Received Sharp Point and Sharp Edge were assessed. and the assessment was for reference only.

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TEST RESULTS

1.3 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 8 to adult
Samples Quantity	: 1 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	NA
7	Warnings, markings and instructions for use	P
7.1	General	P
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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SZ-FAF-001 (2017-10-12)



TEST REPORT

Supersede test report serial number C81261977, issue date November 21, 2019

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

REPORT NO.: C81261977R001
UL ORDER NO.: --
DATE: December 31, 2019

TEST RESULTS

1.4 AS PER CANADA TOYS REGULATIONS SOR/2011-17

The following clauses are identified to be applicable:

Age grading for testing : Ages 8 to adult
Samples Quantity : 1 piece(s) x 1 style(s)

(A)	Test Items	Assessment
3	General -- English and French bilingual statement	NA
4	Packaging	NA
	Mechanical hazard	
7	Small parts	NA
8	Exposed Metal Edges	NA
9	Ends	P
10	Exposed Plastic Parts	P
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
	Dolls and soft toys	
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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SZ-FAF-001 (2017-10-12)



TEST REPORT

Supersede test report serial number C81261977, issue date November 21, 2019

Client:	ThinkFun Inc.	REPORT NO.:	C81261977R001
Address:	1321 Cameron St, Alexandria Virginia USA 22314	UL ORDER NO.:	--
		DATE:	December 31, 2019

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 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.

2.4 AS PER CANADA TOYS REGULATIONS SOR/2011-17 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.

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TEST REPORT

Supersede test report serial number C81261977, issue date November 21, 2019

Client: ThinkFun Inc. REPORT NO.: C81261977R001
 Address: 1321 Cameron St, Alexandria Virginia USA 22314 UL ORDER NO.: --
 DATE: December 31, 2019

TEST RESULTS

3. CHEMICAL TESTS:

Tested Sample ID	Product Description / Sample Group Desc.
001	4-T Puzzle
002	White paper card with multicolor coatings and adhesive (box) (From 001)
003	Transparent plastic (blister) (From 001)
004	Transparent plastic adhesive tape (joint on box) (From 001)
005	Blue plastic (base) (From 001)
006	Green plastic (blocks) (From 001)

3.1 Total Heavy Metals In Packaging [NERC Heavy Metals in Packaging Wastes]

Test Method: In-house Method

Elements	Requirement (Max.)	Reporting Limit	Sample, mg/kg	
			002	003+004
Lead (Pb)	100	10	<10	<10
Cadmium (Cd)	100	5	<5	<5
Chromium VI (Cr VI)	100	10	<10	<10
Mercury (Hg)	100	5	<5	<5
Sum	100	30	<30	<30
Rating			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 REPORT

Supersede test report serial number C81261977, issue date November 21, 2019

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

REPORT NO.: C81261977R001
UL ORDER NO.: --
DATE: December 31, 2019

TEST RESULTS

3.2 Total Heavy Metals In Packaging [94/62/EC]

Test Method : In-house Method

Elements	Requirement (Max.)	Reporting Limit	Sample, mg/kg	
			002	003+004
Lead (Pb)	100	10	<10	<10
Cadmium (Cd)	100	5	<5	<5
Chromium VI (Cr VI)	100	10	<10	<10
Mercury (Hg)	100	5	<5	<5
Sum	100	30	<30	<30
Rating			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.				

3.3 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	
			005+006	
Cadmium (Cd)	100	10	<10	
Rating			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.				

3.4 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	
			005+006	
Lead (Pb)	100	10	<10	
Rating			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 REPORT

Supersede test report serial number C81261977, issue date November 21, 2019

Client: ThinkFun Inc. REPORT NO.: C81261977R001
 Address: 1321 Cameron St, Alexandria Virginia UL ORDER NO.: --
 USA 22314 DATE: December 31, 2019

TEST RESULTS

3.5 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
			005+006
Lead (Pb)	100	10	<10
Rating			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.			

3.6 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
			005+006
Lead (Pb)	600	10	<10
Rating			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.			

3.7 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
			005+006
Lead (Pb)	90	10	< 10
Rating			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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SZ-FAF-001 (2017-10-12)



TEST REPORT

Supersede test report serial number C81261977, issue date November 21, 2019

Client: ThinkFun Inc. REPORT NO.: C81261977R001
 Address: 1321 Cameron St, Alexandria Virginia UL ORDER NO.: --
 USA 22314 DATE: December 31, 2019

TEST RESULTS

3.8 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
				005+006
Benzene	71-43-2	5	1	<1.0
Rating				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.				

3.9 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

Analyte	CAS No.	Requirement (Max)	Reporting Limit	Sample, mg/kg
				005+006
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
Rating				PASS
<i>Remark:</i> -All concentrations expressed in milligrams per kilogram -“<” 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.				

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



TEST REPORT

Supersede test report serial number C81261977, issue date November 21, 2019

Client: ThinkFun Inc. REPORT NO.: C81261977R001
 Address: 1321 Cameron St, Alexandria Virginia UL ORDER NO.: --
 USA 22314 DATE: December 31, 2019

TEST RESULTS

3.10 Total Mercury Content [SOR/2014-254 Products Containing Mercury Regulations]

Test Method : In-house method

Elements	Requirement (Max.)	Reporting Limit	Sample, mg/kg
			005+006
Mercury (Hg)	1000	10	< 10
Rating			PASS
<i>Remark:</i> -All concentrations expressed in milligrams per kilograms -“<” means less than -Method for determination of Mercury (Hg) is determined by Inductively Coupled Plasma Mass Spectrometry. -a product, other than a battery, that has a mercury concentration of 0.1% or less by weight in homogeneous materials; -The test results only apply to the items tested.			

3.11 Determination Of HBCDD As Per Client's Specification.

Test Method : In-house method

Analyte	Client's Requirement (Max.)	Reporting Limit	Sample, mg/kg
			005+006
HBCDD	Not Detected	5	< 5.0
Rating			PASS
<i>Remark:</i> -All concentrations expressed in milligrams per kilogram of Tested Parts -“<” means less than -Method for determination of analyte is determined by GC-MSD - hexabromocyclododecane (HBCDD) - Not Detected denotes "less than reporting limit (5 mg/kg)"			

3.12 Determination of Flame Retardant Content [(EU) 2019/1021 On Persistent Organic Pollutants]

Test Method : In-house method

Analyte	Requirement (Max.)	Reporting Limit	Sample, mg/kg
			005+006
Hexabromocyclododecane	100	5	< 5.0
Rating			PASS
<i>Remark:</i> -All concentrations expressed in milligrams per kilogram of Tested Parts -“<” means less than -Method for determination of analyte is determined by GC-MSD - Not Detected denotes "less than reporting limit (5 mg/kg)"			

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TEST REPORT

Supersede test report serial number C81261977, issue date November 21, 2019

Client: ThinkFun Inc. REPORT NO.: C81261977R001
 Address: 1321 Cameron St, Alexandria Virginia UL ORDER NO.: --
 USA 22314 DATE: December 31, 2019

TEST RESULTS

3.13 Total Lead Content In Substrate [EU 2015/628 Amending Point 63 of The Annex XVII Regulation (EC) No. 1907/2006 (REACH)]

Test Method : In-house method

Elements	Requirement (Max.)	Reporting Limit	Sample, mg/kg	
			005	006
Lead	500	10	<10	<10
Rating			PASS	PASS
<i>Remark:</i> -All concentrations expressed in milligrams per kilogram of Tested Parts -“<” means less than -Method for determination of lead is determined by ICP-OES -The test results only apply to the items tested. -Total Lead content exceed 500mg/kg need to perform the leaching test to verify the lead migration exceed 0,05 µg/cm2 per hour				

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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.: C81261977R001
UL ORDER NO.: --
DATE: December 31, 2019

TEST RESULTS

3.14 Determination of Polycyclic Aromatic Hydrocarbon In Category I [AfPS GS 2014:01 PAK]

Test Method : AfPS GS 2014:01 PAK

Analyte	CAS No.	Requirement (Max)	Reporting Limit	Sample, mg/kg	
				005	006
Naphthalene	91-20-3	1	0.1	<0.1	<0.1
Acenaphthylene	208-96-8	1	0.1	<0.1	<0.1
Acenaphthene	83-32-9		0.1	<0.1	<0.1
Fluorene	86-73-7		0.1	<0.1	<0.1
Phenanthrene	85-01-8		0.1	<0.1	<0.1
Anthracene	120-12-7		0.1	<0.1	<0.1
Fluoranthene	206-44-0		0.1	<0.1	<0.1
Pyrene	129-00-0		0.1	<0.1	<0.1
Benzo(a)anthracene	56-55-3		0.2	0.1	<0.1
Chrysene	218-01-9	0.2	0.1	<0.1	<0.1
Benzo(b) fluoranthene	205-99-2	0.2	0.1	<0.1	<0.1
Benzo(k)fluoranthene	207-08-9	0.2	0.1	<0.1	<0.1
Benzo(a)pyrene	50-32-8	0.2	0.1	<0.1	<0.1
Dibenzo(ah)anthracene	53-70-3	0.2	0.1	<0.1	<0.1
Benzo(ghi)perylene	191-24-2	0.2	0.1	<0.1	<0.1
Indeno(123-cd)pyrene	193-39-5	0.2	0.1	<0.1	<0.1
Benzo(e)pyrene	192-97-2	0.2	0.1	<0.1	<0.1
Benzo(j)fluoranthene	205-82-3	0.2	0.1	<0.1	<0.1
SUM		1	0.1	<0.1	<0.1
Rating				PASS	PASS
<i>Remark:</i>					
-All concentrations expressed in milligrams per kilogram					
-“<” means less than					
-Method for determination of analyte are determined by GC-MSD					
-The test results only apply to the items tested.					
-Category 1: Materials, that are intended to be taken in the mouth or materials in toys with proper and long-term skin contact (longer than 30 seconds)					
-Category II: Materials, not covered in Cat.1, with foreseeable contact to skin longer than 30 seconds (long-term skin contact) or repeated short-term skin contacts					
-Category III: Materials that do not fall in Cat. 1 or 2, with foreseeable contact to skin up to 30 seconds (short-term skin contact)					

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



TEST REPORT

Supersede test report serial number C81261977, issue date November 21, 2019

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

REPORT NO.: C81261977R001
UL ORDER NO.: --
DATE: December 31, 2019

Product Photo:



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



TEST REPORT

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Client: ThinkFun Inc.
Address: 1321 Cameron St, Alexandria Virginia
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REPORT NO.: C81261977R001
UL ORDER NO.: --
DATE: December 31, 2019

Safety Warning Label:



***** 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 review of 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 签约方 ("我们", "我们", 或 "我们", 视上下文而定) 将根据本订单中所指定的检验活动、工作范围文件、项目建议书、报价单或订单确认函 (以下合称"报价文件")、提供样品测试、检查、审核、评估、检查和/或其他服务 (以下合称"服务")。服务将仅限于评估贵司的样品是否符合贵司已确立的各项要求、规格和/或协议 (以下合称"贵司要求")。并不对贵司样品的批量产品发表任何意见。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, 我们或贵司的关联方不承担任何责任。
Retailer Programs. If you request us to act as compliance with a 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.
零售商标准: 如果您要求我们遵照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: 即使在本服务条款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: 贵司需根据报价文件不做任何抵扣地向我们支付服务费用及相关费用, 包括报价价格的一切税费、电汇/转账手续费、关税及其他前期财务收费, 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, 也可按高者为准去利率 (倘若该利率每月低于 1.0%) 收取利息。贵司同意在延迟还款或不付款的情况下, 支付合理的催收费用 (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: 贵司应负责确立或选择我们将在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对在提供服务时将采用的贵司要求进行审核, 且批准。
Estimated Schedule and Price. Any time schedule and pricing terms set forth in this Quotation are estimates only and subject to change upon reasonable notice from us depending upon the specific project.
预估的时间和价格: 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 (依具体项目而定), 以我们的合理通知为准。
- 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, and you 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。我们将确保我们的代表享有安全、可靠、自由地进出该设施的访问权。我们的进出不会以签署任何协议、弃权书或免责声明为条件。我们的代表由于超出我们合理控制范围的任何原因无法提供或完成任何服务, 我们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们可实际发生的任何费用以及与已经提供的服务有关的费用。
Deliverables. We will provide you with a report outlining: (i) your instructions and request for Services accepted by us, (ii) Your Requirements used in providing the Services, (iii) the Services performed, and (iv) the results of those Services. We are under no obligation to refer to or report on any facts or circumstances which are outside your specific instructions received and accepted by us.
交付成果: 我们将向贵司提供一份报告, 概述如下内容: (i) 我们接受的服务; (ii) 所提供的服务; 以及 (iv) 该等服务的成果。我们并无义务提及或报告超出我们可收到并接受的费用具体指任何事实或情况。
- Our Findings.** We do not guarantee that our opinions or findings will be recognized or accepted by third parties.
我们的发现: 我们并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.
名称和商标的使用: 除非经我们事先书面授权, 贵司不可于任何货物或其容器或包装上, 使用我们的名称、缩写、符号、标志或我们公司的任何子公司、关联方或母公司的名称, 或将与任何广告、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: 如果您贵司: (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查日期的前一工作日下午 3:00 之后, 则我们可接受该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) 取消或变更对已排定的测试报价文件, 且取消或变更的时间是在我们已测试设施收到样品之后, 贵司需承担贵司已付的工作量向贵司收取取消费, 取消费最低为 100 美元; 或 (iii) 取消或变更对单一已排定的审核日期测试报价文件, 则贵司需负责支付与该审核有关的所有已发生的且不可退还的差旅费。如果某一审核的任何变更或取消是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: 我们并未提供任何保证, 且在本条款及条件下, 我们并不提供任何保证、担保、保证或担保, 包括但不限于: (i) 任何暗示的准确性保证或关于特定用途; (ii) 不间断; 以及 (iii) 网络服务 (定义见下文) 不会中断, 且及时、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, 均完整、准确, 并在提供服务时对我们有所帮助。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们提供的任何信息或数据不完整或不准确, 我们不会对任何方式或任何原因的知识产权承担责任。
- 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, 我们可为我们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关联服务, 包括通过网站在我们提供服务的能力 (以下合称"网络服务")。网络服务是为了方便起见, 且是在"依照原样、提供时即可使用"的基础上提供给贵司的, 通过使用网络服务, 贵司承认并同意, 通过我们网络、互联网或无线传输的数据或内容, 或所传输的与网络服务相关的数据或内容, 不能保证安全或免受未经授权的人员入侵, 并且, 由我们、我们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们传输的数据或文件, 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, 并受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 your information obtained in confidence ("Confidential Information") outside of these Terms and Conditions, except our other 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 other sources without a breach of these Terms and Conditions, (d) disclosure that is necessary to perform the Services, (e) required to be produced by law or government order, or accreditation authority, or (f) related to a product bearing a UL Mark that should be disclosed to our affiliates pursuant to another agreement with you.
保密: 我们不会向未经贵司授权的情况下, 向我们的关联方、子公司、关联方或分包商披露, 保密信息也不包括以下信息: (a) 我们已知悉的信息; (b) 可公开获得的信息; (c) 我们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们或我们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: 如果我们要求对样品检验, 贵司将由贵司承担, 样品会被销毁, 除非贵司做出安排自贵付费样品运回贵司。贵司承认, 测试和样品准备工作可能会对损坏或破坏样品, 对此我们并不承担责任。
- 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 AND KIND, INCLUDING BUT NOT LIMITED TO 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 US OF THE SERVICES WHICH GIVE RISE TO THE CLAIM OR, IN THE EVENT OF ANY ALLEGED NON-PERFORMANCE, WITHIN TWELVE MONTHS OF THE DATE WHEN SUCH SERVICES SHOULD HAVE BEEN COMPLETED.
责任限制: 我们可于任何情况下, 且由于我们违约和/或未能适当行使技能和/或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, 我们都不会超过我们为履行该等服务的费用而收取的服务费。在任何情况下, 我们都不会对任何性质的任何间接的、后果性的、或有性的、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、使用损失、数据损失、未来业务或生产损失。贵司订立任何合同或协议, 或任何其他形式的协议, 或任何其他形式的通知, 如果其内容已告知了该等损害赔偿可能性的情况下, 亦不例外。在任何情况下, 我们均不因为任何损失、损害或费用索赔而对贵司承担责任, 除非该等索赔是在我们提供符合该等条款及条件之日后十二个月内, 或在任何情况下, 我们提供符合该等条款及条件之日后的十二个月内, 依据第 24 条(争议) 提出的。**
- Indemnification.** You will defend, hold harmless, and indemnify us and our officers, directors, trustees, employees, agents, or subcontractors against all claims made by any third party for loss, damage, or expense arising out of these Terms and Conditions, including without limitation, the performance or non-performance of any Services or the Web Services.
赔偿: 对于任何第三方因本条款及条件 (包括但不限于任何服务或网络服务的提供或不提供) 引起的损失、损害或费用而提出的任何索赔, 贵司将为我们及我们的管理人员、董事、受托人、雇员、代理或分包商进行抗辩, 使我司及我们的管理人员、董事、受托人、雇员、代理或分包商免受损害, 并对我司及我们的管理人员、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, 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: 双方商定, 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权。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 or 实体将无权根据 (台湾) 第三权利法案 (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, 作为某一层次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, 我们可经书面通知, 将其在本条款及条件项下的各项权利和义务转让给我们的任何关联方或子公司。
- Subcontracting.** We may use subcontractors for certain testing or other Services. All subcontractors will meet our current 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, 并符合我们可保密性、利益冲突和道德标准的要。
- Termination and Notice.** These Terms and Conditions will continue in effect until terminated by either party upon thirty days written notice or, in the event of your breach of these Terms and Conditions, immediately upon receipt of written notice to you. You will pay those fees and expenses incurred by us prior to termination. Notice to either party may be made by hand delivery, courier service, mail, facsimile, or e-mail transmission at the receiving party's designated principal place of business. Notice to us must be sent both to: UL Verification Services Pte. Ltd., Attn: President, 1 Maritime Square, Harbour Front Centre, #11-03, Singapore 099253, with a copy to UL LLC, Attn: General Counsel at 333 Pfingsten Road, Northbrook, Illinois 60062. Notice will be effective upon receipt.
终止和通知: 本条款及条件将持续有效, 直至任何一方经三十天书面通知终止, 或在贵司违约的情况下, 在贵司收到书面通知后立即终止。贵司将在终止前提供我们已发生的费用和开支。通知如何一方, 可通过手工递送、快递服务、邮递、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, 必须同时向地址发送: U L Verification Services Pte. Ltd, Attn: President, 1 Maritime Square, Harbour Front Centre, #11-03, Singapore 099253, 并同时向副本发送给如下地址: UL LLC, Attn: General Counsel at 333 Pfingsten Road, Northbrook, Illinois 60062。通知将收到之时生效。
- Governing Law.** These Terms and Conditions will be governed and interpreted by the laws of the State of Illinois, United States of America, except if: (i) UL Contracting Party's principal place of business is Asia, Australia, or New Zealand, then Singapore law, and (ii) UL Contracting Party's principal place of business is 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 签约方的主要营业地在亚洲、澳大利亚或新西兰的, 适用新加坡的法律并据此进行解释; (ii) UL 签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), 而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 dispute between the parties arising out of these Terms and Conditions, provided, however, that nothing herein will prevent either party from seeking a court order for injunctive relief (in addition to other remedies) to stop or prevent misuse or misappropriation of its marks, confidential or proprietary information, or infringement of its intellectual property, in a court of law. All arbitrations will be conducted in English.
争议: 与本条款及条件服务有关的、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"美仲裁") 的国际争议解决中心根据美仲裁的《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 签约方的主要营业地在欧洲的, 仲裁地为瑞士的内瓦; (ii) UL 签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管理。仲裁小组的成员选择如下: 双方将要求获得一份从美仲裁的仲裁员名单 (需经验丰富, 且熟悉美仲裁的《大型、复杂商事争议程序》) 小组中抽选出的十 (10) 名仲裁员的名单, 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。以最终选择仲裁小组的组成, 多数仲裁员的决定将作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规定, 以裁定或有性的、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/或利润损失), 或超出本条款及条件的责任限制所规定的救济, 或使仲裁小组具有约束力。最终选择适用法律管辖权的组成可对仲裁裁决的执行进行。仲裁员将双方因本条款及条件项下的任何争议, 但本条款及条件中的任何内容都不会阻止任何一方向其寻求法律救济令 (作为其他救济之追加), 或提出上述救济。保密性或专有信息、或知识产权。所有仲裁将以英文进行。
- Severability.** If any section of these Terms and Conditions is held invalid, void, or unenforceable for any reason and 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分割出去, 而本条款及条件的所有其他条款将在法律允许的范围内依然有效。
- 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: 本条款及条件可经我们口头、完整同意, 取代关于本条款及条件的所有任何其他沟通、陈述或协议。在任何情况下, 我们的报价函、订单、发票、销售或营销材料、电子邮件、任何接受沟通或其他商业文件上的任何预先印好的、额外的或不同的条款及条件, 也不包含任何方式对我们具有约束力, 并非由我们可以书面方式或来自我们的确认电子邮件接收的或未经我们书面方式或来自我们的确认电子邮件接收的修改。任何该等修改一概从我们双方的合意之中予以删除, 且该等修改不会对我们双方有约束力的合意。
- Order of Precedence.** Except for conflicts with Section 3 (Payment Terms), Section 5 (Estimated Schedule and Price) and Section 10 (Cancellation Fees), these Terms and Conditions will prevail over any conflicting terms of any conflicting terms of any Quotation.
优先顺序: 除非第 3 条 (支付条款)、第 5 条 (预估的时间和价格) 和第 10 条 (取消费) 冲突, 否则, 本条款及条件将优先于任何报价文件中的任何冲突条款。
- Electronic Signatures.** These Terms and Conditions may be executed and delivered by facsimile, PDF, or by means of other electronic signature. Our electronic, digital, or hard copies of these Terms and Conditions, your acceptance, and Quotations as signed, or otherwise accepted, by you will be the true, complete, valid, authentic, and enforceable copies of these documents. You agree that you will not contest the admissibility or enforceability of our copies in a court or any proceeding arising out of such documents.
电子签名: 本条款及条件可通过我们书面、PDF 或其他电子方式签署和传递。我们可于中的、经贵司同意或以其他方式接受的电子副本、数字版或印刷版。我们可于中的、贵司的接受或我们电子副本、数字版或印刷版, 我们可于中的、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、真实和可强制执行副本。贵司同意, 贵司不会在法庭或过等文件引起的任何诉讼中, 对我们的副本的可执行性或有效性为证据的可采纳性提出异议。
- Force Majeure.** Neither party will be liable for any failure or delay in the performance of its obligations due to fire, flood, earthquake, elements of nature, or acts of God, acts of war, terrorism, riots, civil disorder, rebellions, or other similar cause beyond the reasonable control of the party affected, provided such default or delay: (i) could not have been prevented by reasonable precautions; (ii) cannot reasonably be circumvented; (iii) and the party hindered or delayed immediately notifies the other party describing the circumstance causing default; and (iv) is not caused by fire, flood, earthquake, elements of nature, or acts of God, acts of war, terrorism, riots, civil disorder, rebellions, or other similar cause beyond the reasonable control of the party affected, provided such default or delay: (i) could not have been prevented by reasonable precautions; (ii) cannot reasonably be circumvented; (iii) and the party hindered or delayed immediately notifies the other party describing the circumstance causing default; 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