



TEST REPORT NO : B80041659

Feb.24,2016

UL ORDER NO : 11118688

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Applicant : NINGBO JOHNSEN STATIONERY CO., LTD.
Address : NO. 119 DINGXIANG ROAD, JIANGDONG ZONE,
NINGBO, CHINA

Test Date : Feb.19 - 24,2016
Received Date: Feb 19, 2016

Contact Person : GEMINI WU

Sample Description: CRAFT GLUE

Style No.: 708993

Test Item	Conclusion
Restriction of Phthalates according To Regulation (EC) No. 1907/2006 on REACH Annex XVII Item No 51/52 and Client Requirement	PASS
Total Lead Content [REACH Annex XVII]	PASS
Total Cadmium Content	PASS
Short Chain Chlorinated Paraffin (SCCP)	PASS
PAHs (Polycyclic Aromatic Hydrocarbons) Content	PASS
Organotin Compound ACCORDING TO REACH Annex XVII Entry 20	PASS
Remark: 1. The results relate only to the samples tested.	

For and on behalf of
UL VS Shanghai Limited

Sherry Xue - VS Technical Manager
(Engineering Team)

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Sample Information :

Sample	Product	Applicant's equivalent code / Color
001	WHITE PLASTIC	
002	BLUE PLASTIC	

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1. Restriction of Phthalates according To Regulation (EC) No. 1907/2006 on REACH Annex XVII Item No 51/52 and Client Requirement

Test Method : CPSC-CH-C1001-09.3

Criteria: 1. DEHP, DBP & BBP content shall not be more than 0.1% by weight in toys and childcare article.

2. DINP, DIDP & DNOP content shall not be more than 0.1% by weight in toys and childcare article which can be placed in the mouth by children.

Item	Sample 001+002		Client Requirement (%)	
	Result (%)	Total (%)	Individual	Sum
DBP	<0.01	<0.1	-	Max.0.1
BBP	<0.01		-	
DEHP	<0.01		-	
DNOP	<0.01	<0.1	-	Max.0.1
DIDP	<0.02		-	
DINP	<0.02		-	
DNHP	<0.01	-	Max.0.1	-
DIBP	<0.01	-	Max.0.1	-
DMEP	<0.01	-	Max.0.1	-
DIHP	<0.01	-	Max.0.1	-
DHNUP	<0.01	-	Max.0.1	-
DNPP	<0.01	-	Max.0.1	-
DIPP	<0.01	-	Max.0.1	-
PIPP	<0.01	-	Max.0.1	-
DPP	<0.01	-	Max.0.1	-
DNHP2	<0.01	-	Max.0.1	-
1,2-benzenedicarboxylic acid,di-C6-10-alkyl esters	<0.01	-	Max.0.1	-
1,2-benzenedicarboxylic acid,mixed decyl and hexyl and octyl diesters with $\geq 0.3\%$ of dihexyl phthalate	<0.01	-	Max.0.1	-
PASS				
Remark:				
Method detected limit: DBP/BBP/DEHP/DIBP/DIHP/DHNUP/DMEP/DIPP/PIPP/DPP/DNPP/DNHP/DNHP2/DNOP== 0.01%				
DIDP/DINP = 0.02%				
Benzyl butyl phthalate(BBP); Dibutyl phthalate(DBP); Bis(2-ethylhexyl) phthalate(DEHP)				
Di-n-octyl phthalate(DNOP); Di-iso-nonyl phthalate(DINP); Diisodecyl phthalate(DIDP); Di-n-hexyl phthalate (DnHP); Diisobutyl phthalate (DIBP); Bis(2-methoxyethyl) phthalate (DMEP); 1,2-Benzenedicarboxylic acid, di-C6-8-branched alkyl esters, C7-rich (DIHP); 1,2-Benzenedicarboxylic acid, di-C7-11-branched and linear alkyl esters (DHNUP); Di-n-pentylphthalate (DnPP); Di-iso-pentylphthalate (DIPP); n-pentyl-isopentylphthalate (PIPP); 1,2-Benzenedicarboxylic acid,dipentylester brached and linear(DPP); 1,2-Benzenedicarboxylic acid, dihexyl ester, branched and linea (DNHP2)				

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2. Total Lead Content [REACH Annex XVII]

Test Method : CPSC-CH-E1001-08.3 (Metal Substrates)

Detection Limit : 20mg/kg

<u>Sample</u>	<u>Result(mg/kg)</u>	<u>Client's Requirement(mg/kg)</u>	
001+002	<20.0	Max. 500	PASS
" < " means less than ; " > " means greater than ; " mg/kg " means milligrams per kilogram			

3. Total Cadmium Content [REACH Annex XVII]

With reference to EN 1122:2001 (Method B)/ Wet digestion method was used and total Cadmium content was determined by ICP-OES or AAS.

Detection Limit : 7.5mg/kg

<u>Sample</u>	<u>Result(mg/kg)</u>	<u>Requirement(mg/kg)</u>	
001+002	<7.5	Max. 100	PASS
" < " means less than ; " > " means greater than ; " mg/kg " means milligrams per kilogram			

4. Short Chain Chlorinated Paraffin (SCCP)

Extraction With Organic Solvent. Quantification with GC-ECD and confirmation by UPLC-MSMS

(Method detected limit: 100mg/kg)

<u>Sample</u>	<u>Result(mg/kg)</u>	<u>Client's Requirement(mg/kg)</u>	
001+002	<100	Max. 1500	PASS
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**TEST REPORT NO : B80041659****Feb.24,2016****UL ORDER NO : 11118688****Page : 5 of 6****5. PAHs (Polycyclic Aromatic Hydrocarbons) Content**
AfPS GS 2014:01 PAK (Detection Limit:0.1 mg/kg)

Compounds	Result In mg/kg	Limit In mg/kg (Category 2-Other products, Materials not covered by category 1, with foreseeable skin contact for longer than 30 seconds (long- term skin contact) or repeated short-term skin contact)	
	Sample 001+002		
Benzo(a)pyrene	Not Detected	< 0.5	PASS
Benzo(e)pyrene	Not Detected	< 0.5	
Benzo(a)anthracene	Not Detected	< 0.5	
Benzo(b)fluoranthene	Not Detected	< 0.5	
Benzo(j)fluoranthene	Not Detected	< 0.5	
Benzo(k)fluoranthene	Not Detected	< 0.5	
Chrysene	Not Detected	< 0.5	
Dibenzo(a,h)anthracene	Not Detected	< 0.5	
Benzo(g,h,i)perylene	Not Detected	< 0.5	
Indeno(1,2,3-cd)pyrene	Not Detected	< 0.5	
Acenaphthylene	Not Detected	< 10	
Acenaphthene	Not Detected		
Anthracene	Not Detected		
Fluorene	Not Detected		
Fluoranthene	Not Detected		
Phenanthrene	Not Detected		
Pyrene	0.5		
Naphthalene	Not Detected	< 2	
Sum Of 18 PAHs	0.5	< 10	

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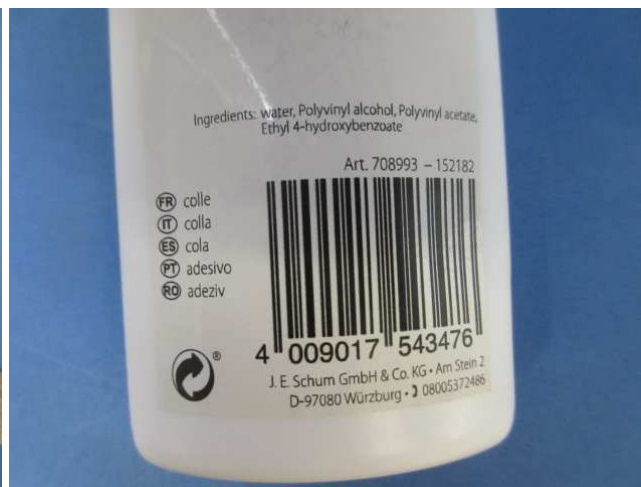
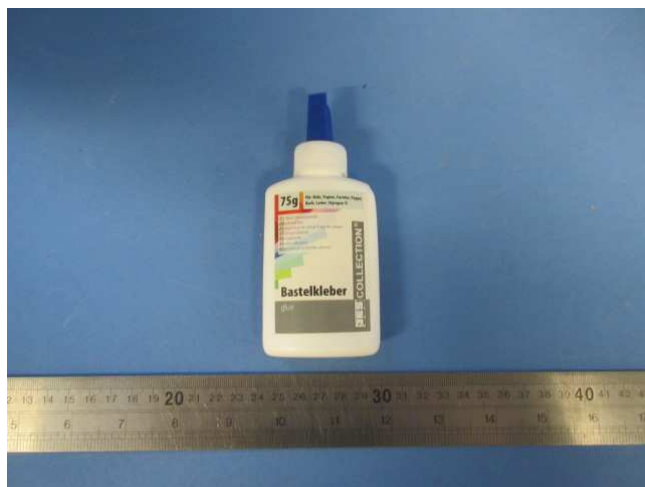
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6. Organotin Compound ACCORDING TO REACH Annex XVII Entry 20
With Reference To ISO 17353: 2004. (Detection Limit= 0.01%)

Organotin Compounds	Sample 001+002 (express as Tin)	Client's Requirement (express as Tin)
Dibutyltin (DBT)	ND	< 0.1% Tin(Sn)
Diocetyltn (DOT)	ND	< 0.1% Tin(Sn)
Tri-substituted organostannic compounds(such as TBT, TPHT)	ND	< 0.1% Tin(Sn)



**** End of Report ****

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APPENDIX 1 - TERMS AND CONDITIONS OF SERVICE / 附件一：服務所依據的條款和條件

UL VS Shanghai Limited ("UL VS") undertakes to provide services to its Customer subject to the terms and conditions contained herein.
 优力胜邦质量检测(上海)有限公司 ("乙方") 承诺根据以下所列的条款向客户 ("甲方") 提供服务。

The term of limitation of liability contained herein has been conspicuously marked to draw the attention of the Customer, the full and complete explanation of the wording and legal significance of this term have been made to the Customer by UL VS. The Customer agrees that this term shall be construed as a provision of the agreement between UL VS and itself, based on the full and complete understanding of the wording and legal significance of this term.

乙方对本附件第四条已经做出了明显的标识以此提示甲方注意，并且对该条的文字表述和法律意义，向甲方做出了充分和完整的解释。甲方已经仔细阅读了本附件第四条，对其文字表述和法律意义已经充分和完整地理解，在此基础上甲方表示同意该条当然成为甲乙双方之间的一项约定。

COMPUTATION OF CHARGES AND PAYMENT

第一条 费用计算和付款
1.1 (a) Consulting

1. (a) Consulting time shall be charged on a daily basis.
咨询时间应当以日为基础计费。
- (b) Where the personnel of UL VS are assigned by its Customer to in-house projects, the Customer shall be billed on an hourly basis on the compensation rates of its personnel.
当乙方的人员被甲方指派或者在甲方项目中从事提供专业服务的人员的报酬率进行计费。
- 1.2 Disbursements incurred on the Customer's behalf such as expenditure for communication, travel, the purchase of any materials, tools, equipment, components or parts which are directly related to the service shall be billed at costs and shall include a reasonable handling charge at the discretion of UL VS.
为甲方而产生的开支与服务直接相关的通讯、交通、差旅、购买任何材料、工具、设备、零件或部件的费用,应当按成本向甲方计费,且应包含一笔由乙方决定的合理手续费。
- 1.3 When the personnel of UL VS are engaged in the use of special equipment and disbursements, the Customer shall be charged on an "equipment-hour" basis on the time spent.
当乙方判断服务将消耗大量时间,导致使用特殊设备或支出时,对甲方将以所花费的“设备-小时”为基础收取费用。
- 1.4 Payments shall be paid in RMB at its address or at such other address and in such manner as UL VS may from time to time specify. Payment made by post shall be at the risk of the Customer.
付款应当在乙方所在地以人民币方式支付,或者根据乙方可以随时规定的其他方式或其他方式支付。以邮寄方式做出的付款应当由甲方承担风险。
- 1.5 The Customer undertakes during the continuance of this Agreement -
甲方承诺在本协议存续期间 -
- (a) to punctually pay all billings rendered to the customer from time to time;
准时支付不时提供给甲方的所有帐单;
- (b) unless otherwise agreed in writing, payment is to be made within 7 days from the date of Invoice or the date of the Debit Note;
除非另有书面约定,付款应当在开具发票或记帐单之日起的7天内做出;
- (c) where the Customer fails to pay within time, UL VS shall charge interest on overdue invoices at the rate of 2% per month or 24% per annum until payment, such interest to run from day to day and to accrue after as well as before any judgment and is to be compounded at monthly intervals;
若甲方未能按时付款,乙方将就逾期未付发票金额以每月2%或每年24%的比例收取罚息,直至全额付款,此等罚息以日计算且在任何判决之前和之后都产生,并以月为间隔,按本金和不断累积的利息为基数来计息;
- (d) UL VS shall have a lien on any goods of the Customer until payment but the exercise of such lien shall not prevent interest continuing.
乙方有权根据甲方货物拥有到足额付款,但行使权利的行使并不妨碍罚息的继续计算。
- 1.6 If the Customer shall fail to pay UL VS for any reason under Clause 1.5 or if the Customer shall commit a breach of any of its obligation under this Agreement or if a receiver of the Customer is appointed or if any resolution or petition to wind up the Customer's business shall be passed or presented (except for the purpose of reconstruction), UL VS may without prejudice to its other rights either suspend or cancel the Agreement and in such an event UL VS may also suspend or cancel any other existing contracts without being liable to damages.
若甲方因任何原因未能根据第1.5条按时付款,或若甲方违反了本协议项下的任何义务,或者甲方的接管人一旦被任命,或结束甲方业务的任何决议或申请被通过或提交(或重组目的除外),则乙方可以在不影响其他权利情况下中止或解除本协议,在此等情况下乙方也可以中止或撤销任何

CONFIDENTIAL TREATMENT OF INFORMATION

第二条 信息的保密处理

2. Unless otherwise specifically agreed between the parties, the services rendered by UL VS to the Customer shall be on a non-exclusive best-efforts basis.
- 2.3. In addition to any other specifically agreed, by乙方甲方所提供的服务应当遵守下列标准和规格尽快的原则上。
- 2.4. The agreement between UL VS and the Customer states that all technical information (whether contained in models, drawings, reproductions of drawings, written reports, letters, memoranda or notes or in any other form) shall be kept strictly confidential by UL VS for the purposes of this Agreement and UL VS shall at all times use all reasonable efforts to prevent the disclosure to third parties of any part thereof unless UL VS has first obtained the written consent of the Customer specifically authorizing such disclosure. PROVIDED ALWAYS AND IT IS MUTUALLY AGREED that the confidentiality shall extend for a period of five (5) years from the date of completion of its work and PROVIDED FURTHER that UL VS shall not be liable under this clause if through no fault of UL VS the information is generally known to the public; or the information is generally known to UL VS; or is independently developed by UL VS without recourse to the materials provided by the Customer; or the information is necessary for compliance with applicable law. Under this Agreement, or as disclosed in accordance with a judgment or writ issued as a competent court of any jurisdiction which either party is subject to.
- 2.5. 乙方和甲方明确同意：所有技术信息（无论是在模型、图纸、纸张的书面、图表、信件、备忘录或笔记或其他任何形式中）都应当由乙方向本协议之目的严格保密。乙方应当采取一切合理的努力以防止该技术信息的任何部分被第三方面知，除非乙方向甲方特别授权其披露该等书面信息。此外，双方特此声明并同意其在完成工作后应持续 5 年，且乙方在将来不得将数据本身或其衍生产品在乙方无过错的情况下，该信息被公众普遍知晓；或该信息被乙方普遍知晓；或该信息由乙方独立开发，没有利用甲方所提供的材料；或该信息由乙方根据本协议履行义务所必需；或该信息是在根据本条规定的有管辖权的法院出具的判决决定正式文书披露。上述所有管辖权的机构均服从命令、通知或裁决必须履行的。
- 2.6. It is understood that the identity of the Customer and the nature of services rendered shall be kept confidential unless the Customer agrees in writing to their release. PROVIDED Always that UL VS shall not be liable under this clause if through no fault act or failure on its part the identity of the Customer is generally known to the public.
- 2.7. 乙方承诺对其甲方的身份和所提供服务的性质保密，除非甲方书面同意披露。但如果在乙方方面没有过错的情况下，甲方的身份被公众普遍知晓，乙方不承担责任。

PATENT RIGHTS

第三条 专利权利

- 3.1 Any invention made in the performance of work for the Customer by UL VS within the field of work undertaken for the Customer, belongs to the Customer.
在为甲方履行工作的过程中, 在为甲方所承担的工作范围内由乙方作出的任何发明属于甲方。
- 3.2 UL VS's use of the aforesaid inventions shall be free of any royalty fees provided that the use of such inventions is confined to the performance of the work for the Customer.
在为甲方履行工作的过程中使用上述发明, 乙方应当免付专利使用费。

LIMITATION OF LIABILITY

第四条 责任限制

- 4.1 如果任何一方由于不可抗力事件（包括但不限于自然灾害、战争、罢工、骚乱、暴动、恐怖主义、流行病、政府行为、法律变更、经济危机、供应链中断、技术故障、网络攻击、数据丢失、系统崩溃、第三方服务中断、其他类似事件）导致其无法履行本协议项下的全部或部分义务，则该方应尽快通知另一方，并应在合理可行的范围内采取一切必要措施，以减轻或避免该等不可抗力事件的影响。如果不可抗力事件导致任何一方无法履行本协议项下的全部或部分义务，则该方应尽快通知另一方，并应在合理可行的范围内采取一切必要措施，以减轻或避免该等不可抗力事件的影响。如果不可抗力事件导致任何一方无法履行本协议项下的全部或部分义务，则该方应尽快通知另一方，并应在合理可行的范围内采取一切必要措施，以减轻或避免该等不可抗力事件的影响。

INDEMNITY

第五条 补偿

- 5.1. In the event of actual or threatened suit against ULV S in relation to the services undertaken on behalf of the Customer or in relation to any of the Products or the Trade Mark or Patent of the Customer or of any allegation of infringement of any letters patent, registered design, trade mark or trademark, the Customer shall indemnify ULV S harmless from any liability, action, claim, demand, costs, charges and expenses arising there from or expense including solicitors fees, counsel's fees in defending such action. Provided Always that the Customer will at its own election either settle or defend such action and pay the costs of such action. 若本公司因履行或提供上述服务而遭受或面临任何实际的或可能的诉讼，或遭受任何有损证书、注册设计、商标或商号的使用声明，甲方应当赔偿乙方，以使其免受任何因此而产生的责任、诉讼、索赔请求、罚金、开支、收费和费用或抗辩此等行为的费用，包括律师费、顾问费，但甲方有义务作出决定采取任何实际的或可能的诉讼，或自行负责支付此等任何行为或诉讼，甲方应当自行采取任何有损证书、注册设计、商标或商号的使用声明。

SOLICITATION OF EMPLOYEES

第六条 雇员引诱

- 6.1 It is mutually agreed that neither party shall solicit the employees of the other for employment or hire unless prior written consent to do so is obtained.
双方同意除非得到事先书面同意,任何一方均不得引诱雇佣或聘用另一方的雇员。

EFFECT OF PROPOSAL

第七条 建议书的效力

- 7.1 The accompanying proposal is valid for a period of ninety (90) days from the date of the proposal unless extended in writing by LI VS. Upon the acceptance of such proposal, this appendix shall form part of the Agreement with the Customer and notwithstanding any prior discussions or prior oral or written agreements to the contrary, the terms and conditions herein shall be applicable and take precedence over any conflicting terms contained in any documents submitted by the Customer.
- 附錄之建議書，除非由乙方書面延長，其有效期為建議書出具之日起九十（90）日。一旦接受此建議書，本附件應構成與甲方之協議的一部分，且無論之前是否有与之相反的任何討論或口头或书面协议，本文之條款和条件应当适用于，且取代甲方提交的任何文件中所包含的任何与之相冲突的条款。

DATA AND DOCUMENT RETENTION

第八条 数据和文件保留

- 3.1 (a) After the services are rendered, UL VS may retain a copy of all documents relating to the services ("Supporting Documents") for as long as UL VS, in its sole discretion, deems fit. In 提供服务后, 乙方可以在其认为合适时保留一份与其服务相关的所有文件("支持文件")的复印件。
- (b) Unless otherwise specified or required by the applicable law, all Supporting Documents over 3 years of age will be automatically destroyed by UL VS without notice to the Customers. Should any or all Supporting Documents less than 3 years are scheduled to be destroyed, UL VS shall give the Customer 30 Days' written notice to the Customer's last known address of its intention to destroy the Supporting Documents. Unless the Customer makes a written request to UL VS reaching UL VS before the expiration of the said 30 days seeking delivery of those documents to the Customer at the Customer's address, the documents shall be destroyed. 除非另有说明或法律所要求, 所有超过三年的支持文件将被自动销毁, 乙方应当按最后被其知道的甲方地址给予甲方一份 30 日期限的书面通知, 告知其销毁该文件的信息。除非甲方于乙方发出书面请求, 要求将此等文件交付给甲方, 并且该请求在上述 30 日期满前送达乙方并由甲方将原件收回, 否则此等文件将被销毁。
- (c) The Customer shall indemnify UL VS for any costs or expenses in responding to or opposing any subpoena, the production of any documents in Court seeking the disclosure of the said documents or any information contained therein. 甲方应当赔偿乙方为回应或对抗任何寻求上述文件或其中包含的任何信息的传票以及于法院上制作文件的任何费用或支出。

GOVERNING LAW

第九条 适用法律
9.1 This Agreement

- 9.1 This Agreement and the rights and obligations of the parties shall in all respects be governed, construed, interpreted and operated in accordance with the relevant Chinese laws and regulations.
本协议和双方的权利义务在各方面都应当由相关的中国法律法规管辖、推断、解释和操作。

OBLIGATIONS OF THE CUSTOMER

第十条 甲方的义务

- 10.1 If the Customer intends to change the work hereunder or assign any other work to UL VS, such a change or new assignment shall be subject to a separate negotiation and agreement between both of the parties. If UL VS suffers any loss or damage because the Customer changes the contractual work undertaken by UL VS as agreed by both parties prior to completion of the work, the Customer shall compensate for such losses and damages.
- 10.2 If the Customer requires assistance from UL VS in the performance of the work hereunder, UL VS shall provide such assistance as requested by the Customer. If the work undertaken by UL VS hereunder requires any assistance of the Customer, the Customer shall be obliged to provide all necessary and reasonable assistance which UL VS may deem fit. If the work undertaken by UL VS hereunder cannot be completed due to the Customer's failure to perform its obligation to assist, UL VS may demand the Customer performs its obligation within a reasonable period of time and may appropriately extend the time limit for its own work. If upon the expiration of such reasonable time period the Customer still fails to perform its obligation, UL VS may terminate this Agreement without any further notice to the Customer in accordance with applicable laws and regulations.
- 若客户拟变更本协议项下所委托的工作或指派任何其他工作给UL VS,该等变更或重新指派须经双方另行协商并达成一致。若UL VS因客户要求变更双方事先就本协议项下所委托的工作而遭受任何损失或损害,客户应予以赔偿。
- 若客户在UL VS履行本协议项下义务的过程中需要UL VS提供协助,UL VS应提供客户所请求的协助。若UL VS履行本协议项下义务需要客户提供必要且合理的协助,客户应提供UL VS认为合理且适当的协助。若因客户未履行其协助UL VS的义务而导致UL VS无法完成本协议项下义务,UL VS可要求客户在合理期限内履行其义务,并可相应地延长其履行本协议项下义务的时间限制。若客户在合理期限届满后仍未履行其义务,UL VS可不经任何进一步通知而根据适用法律和法规终止本协议。

SAMPLES

第十一条 样品

- UL VS expects Customers to abide by all applicable regulations when shipping samples to UL VS. Improper shipping may result in additional charges for costs incurred by UL VS. (a) to identify samples to UL VS, (b) damage done to UL VS personnel or property as a result of improper packaging, labeling or omission of identifying documents. UL VS has the right to refuse receipt of any shipment that, in its discretion, is unsafe or has been shipped improperly. Any costs associated by refusal to accept shipment under this clause are the sole responsibility of the Customer.
- 卖方期望客户遵守所有适用的法规，在将样品寄给UL VS时。错误的运输可能会导致因UL VS所发生的额外费用。(a) 为了识别样品给UL VS, (b) 由于不正确的包装、标签或遗漏任何识别样品的文件而导致UL VS人员或财产受损。在这种情况下，如果客户拒绝接受货物，由此产生的任何费用都应由客户单独承担。UL VS有权拒绝接收其认为不安全或因不正确方式运送的产品及物品。在这种情况下，由于乙方拒绝接收而产生的任何费用都由甲方单独承担。乙方将要求甲方赔偿由于甲方不正确的包装和标签以及甲方所导致的样品及全部的费用。支付、罚款、赔偿以及其他费用（包括律师费用）。

E-MAIL DISCLAIMER

第十二条 电子邮件免责声明

- UL VSH shall follow the request of the Customer in the event that the report / results hereunder shall be sent by e-mail rather than by paper hard copy. UL VSH considers e-mail a valuable and efficient tool, however, UL VSH hereby gives cautions to the Customer that the report / results in electronic form may be subject to security risks, such as interception, tampering, deletion, etc. by unauthorized third parties. Therefore, the Customer shall be responsible for the security of the report / results under its control. Should a report / results be sent to the Customer by e-mail on its request, such a request SHALL BE DEEMED TO BE AN ACCEPTANCE OF THE RISK THAT THE REPORT / RESULTS MAY BE INTERCEPTED BY THIRD PARTIES. The Customer shall agree that the report / results shall be sent by UL VSH unencrypted. Transmission of the report / results (or other materials requested by the Customer) via the internet or other public network shall not be considered to constitute a breach of any confidentiality or other provisions of this Agreement between UL VSH and the Customer, and UL VSH shall in no way be liable for any damages resulting from such a transmission. Additionally, UL VSH shall not be liable for any damages incurred by the Customer for any changes made to the report / results after it has been transmitted.
- 本通知書は、UL VSHがお客様の要求に従って、報告書/結果を電子メールではなく紙のハードコピーで送付することを拒否するものではありません。UL VSHは、電子メールが価値のあるかつ効率的なツールであると考えています。しかしながら、UL VSHはお客様に、電子形式の報告書/結果は、第三者による盗聴、改竄、削除などのセキュリティ上のリスクにさらされる可能性があること、および報告書/結果の電子メール送付がお客様の責任であることを警告いたします。お客様は、報告書/結果の電子メール送付を依頼した場合、その依頼が第三者による盗聴、改竄、削除などのリスクを承認するものと見做されることとなります。お客様は、報告書/結果がUL VSHから暗号化されずに送られること、およびインターネットやその他の公開ネットワークを介して報告書/結果（またはお客様が要求するその他の資料）を送信することによって、機密性やその他の規定に違反することになる可能性があることに同意する必要があります。UL VSHは、そのような送付によるお客様の損害やその他の損害に対する責任を負いません。また、UL VSHは、本通知書がお客様の同意を得た上で、お客様の同意なしに変更された報告書/結果を、インターネットやその他の公開ネットワークを介して送付することによる機密性やその他の規定に違反することになる可能性があることに同意する必要があります。

MISCELLANEOUS PROVISIONS

第十三条 其他规定

1. Any provision of this Agreement prohibited by or regarded as unlawful or unenforceable under any applicable law actually applied by any court of competent jurisdiction shall, to the extent required by such law, be severed by this Agreement and rendered ineffective so far as is possible without nullifying the remaining provisions of the agreement. Where however the provisions of any such applicable law may be waived, they are hereby waived by the parties hereto to the full extent permitted by such law to the end that this Agreement shall be valid and binding agreement enforceable in accordance with its terms.
- 根据有管辖权的法院适用任何适用法律的结果，当本协议的任何条款被禁止或被认为无效或不可执行时，则应在适用法律所要求的范围内尽可能地放弃其他条款的效力。但在此等适用法律允许的范围内尽可能地放弃此等条款，并不影响本协议其他条款的效力。如有任何适用法律可以放弃适用，则双方在此适用法律允许的范围内尽可能地放弃此等条款。
- 1.2 A certificate signed by any officer of ULV as to the amount due from the Customer hereunder at the date of such certificate shall, in the absence of manifest error, be conclusive evidence of the amount due.
- 任何由ULV的任何管理人员或雇员签署的根据本协议甲方为乙方该等证书所签发之日应付款项的证书，若无明显错误，应作为此等付款的确定。
- 1.3 Any agreement or arrangement between the parties to this Agreement shall be deemed to be a partnership or other arrangement, if the parties to such agreement or arrangement have agreed to share in the profits or losses of such partnership or other arrangements. Any party shall represent that it is not a partnership or other arrangement and has no capacity to bind another in any contractual or other arrangements.
- 本协议的任何内容均不得被视为构成双方之间的合伙关系。任何一方均不得将其作为另一方的代理人或雇员在任何合同或其他安排中代表任何一方。
- 1.4 Save as herein otherwise provided, any notice required to be given hereunder shall be sufficiently given if given in writing or by telegram or telex to the last known postal address or telex number of the addressee and every notice shall be deemed to have been received and given at the time of the course of delivery of such notice to the addressee.
- 除另有规定外，根据本协议要作出的任何通知，若以书面形式或电报或电传向该通知人的最后所知地址或该地址的电信号发出，应被视为有效作出；且若通过电传，当该通知已送达所发出的地址或电信号之时，应被视为已收到和作到。
- 1.5 This report or certificate does not relieve sellers/suppliers from their contractual responsibility with regards to the quality/quantity of this delivery nor does it prejudice Customer's right to claim towards suppliers/suppliers for compensation for any apparent and/or hidden defects not detected during ULV's random inspection or testing of audit.
- 本报告或证书并不免除卖方/供方关于交付货物质量/数量方面的合同责任，也不影响买方因卖方/供方在随机检验或审核中未被发现的任何表面和/或隐藏的瑕疵的权利。
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