TEST REPORT

TEST REPORT NO: B80162082 **Jul.15,2020**

UL ORDER NO: 13431052

Applicant :	THE BEISTLE COMPANY	**Test Date :**	Jul.13 - 15,2020
Address :	1 BEISTLE PLAZA SHIPPENSBURG PA USA 17257	**Received Date:**	Jul 13, 2020
Contact Person :	PATRICK M.ERNE / KIMBERLY SHIRLEY	**Contact Info:**	pmerne@beistle.com;ksshirley@beistle.com
Detailed Description of Item/Idea:	Protective Face Shields		
Packaging Description:	NA		
Item No.:	NA	**Project No.:**	48594
Beistle PO:	NOT APPLICABLE	**Vendor PO:**	NA
Test Age grading:	NA	**Factory/Trading Company:**	THE BEISTLE COMPANY
Countries of Distribution:	USA	**Country of Manufacture:**	USA
Date(s) of sample received:	12 pieces of Finished Product Received On Jul 13, 2020		

Important Notes：: The results only relate to the samples tested.

********** **End of Page** **********

For and on behalf of
UL VS Shanghai Limited

Lester. Xie- Operation Manager

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T E S T R E P O R T N O : **B80162082** **Jul.15,2020**

U L O R D E R N O : **13431052**

TEST ITEM	
CPSIA Tracking Labels for Childrens Products	**P**
Total Lead Content in Substrates [Consumer Product Safety Improvement Act of 2008]	**P**
Total Lead Content in Paints and Surface Coatings [Consumer Product Safety Improvement Act of 2008]	**P**
Note : P = Pass	

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Sample Information :

Sample	Product	Applicant's equivalent code / Color
001	TRANSPARENT PLASTIC	
002	WHITE PLASTIC	
003	BLACK COATING	
004	SILVERY METAL STAPLE	
005	PROTECTIVE FACE SHIELDS	

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1. CPSIA Tracking Labels for Childrens Products

Test Property	Test Method	Product Requirement	Test Results	Rating
CPSIA Tracking Labels for Childrens Products	Visual Inspection Citation: CPSIA Public Law 110-314	Product and its packaging shall bear permanent distinguishing marks, as required and to the extent practicable, that allow the manufacturer to ascertain the location and date of production of the product, cohort information (including the batch, run number, or other identifying characteristic), and any other information determined by the manufacturer to facilitate ascertaining the specific source of the product by reference to those marks. These marks shall also allow the ultimate purchaser to ascertain the manufacturer or private labeler, location and date of production of the product, as well as cohort information (including the batch, run number, or other identifying characteristic).	**On Product:** BEISTLE CO. Mfg. 06/20 J-130540 Shippensburg PA.17257 **On Package:** Not Applicable	**PASS**

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2. Total Lead Content in Substrates [Consumer Product Safety Improvement Act of 2008]

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

The submitted sample(s) must not exceed the total lead limit of 100 milligrams per kilogram for substrate materials as stated in CPSIA

Detection Limit : 20mg/kg

Sample	Result(mg/kg)	Requirement(mg/kg)	
001+002	<20.0	Max. 100	**PASS**
004	<20.0	Max. 100	**PASS**
"<" means less than ; ">" means greater than ; "mg/kg" means milligrams per kilogram			

3. Total Lead Content in Paints and Surface Coatings [Consumer Product Safety Improvement Act of 2008]

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

Detection Limit : 20mg/kg

Sample	Result(mg/kg)	Requirement(mg/kg)	
003	<20.0	Max. 90	**PASS**
"<" means less than ; ">" means greater than ; "mg/kg" means milligrams per kilogram			

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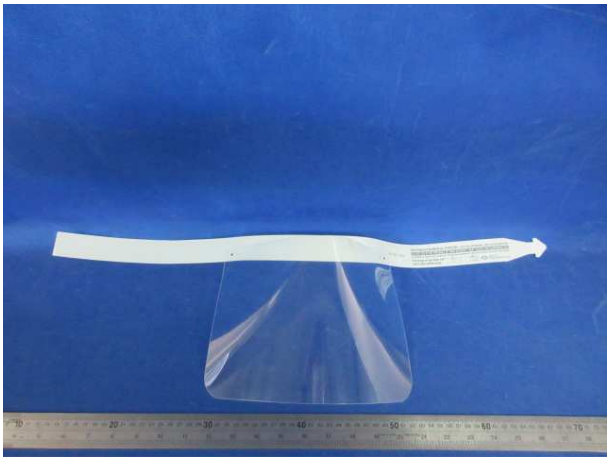

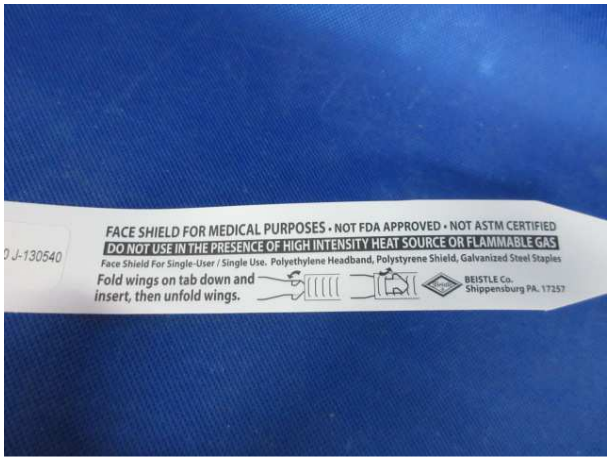

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2. **Retailer Programs.** If you request us to test compliance with retailer, carrier or other third party program ("Retailer") by requesting Services under the Retailer's program, you consent to our disclosure of all associated information, materials, and deliverables to such Retailer and acknowledge that, notwithstanding any terms to the contrary in these Service Terms, the ownership of the deliverables for the Services will be in accordance with the Retailer's program.
零售商计划：如果贵司要求我司通过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，则贵司同意我司向零售商披露所有相关的信息、材料和交付成果，并承认：即便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。

3. **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.
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4. **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.
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5. **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.
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6. **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.
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7. **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：我司将向贵司提供一份报告，概述如下内容：(i) 我司接受的、贵司的指示和服务申请；(ii) 在提供服务时采用的贵司要求；(iii) 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司收到并接受的贵司具体指示范围的任何事实或情况。

8. **Our Findings.** We do not guarantee that our opinions or findings will be recognized or accepted by third parties.
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9. **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.
名称和标记的使用：除我司另于书面授权外，贵司不会在任何货物或其容器或包装上，使用我司的名称、缩写、符号、标记或我司的任何子公司、关联方或母公司的名称，或将之与任何广告、推广或其他方面相联系。

10. **Cancellation Fees.** If you cancel or change a Quotation: (i) for an inspection after 3:00 PM of the working day before the scheduled inspection date, we will charge you the Quotation price plus any travel costs incurred before the cancellation; (ii) for testing after we receive the sample(s) at the testing facility, we will charge you cancellation fees according to the amount of actual work performed with a minimum cancellation fee of $100 USD; or (iii) for a scheduled audit date, you will be responsible for all incurred non-refundable travel costs associate with that audit. Any change or cancellation of an audit that occurs within 7 days of the scheduled audit will be charged a $600 USD fee in addition to any incurred travel costs.
取消费：如果贵司：(i) 取消或变更对应某项检查的报价文件，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的下午3:00之后，则我司将按报价文件的价格向贵司收取费用，并加上取消之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，且取消或变更的时间是我司在测试设施收到样品之后，则我司将根据实际已付出的工作量向贵司收取取消费，取消费最低为100美元；或 (iii) 取消或变更对应某一已排定的审核日期的报价文件，则贵司将负责偿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发生在已排期的该审核之后的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。

11. **No Warranty.** NO REPRESENTATION, WARRANTY, OR GUARANTEE, EXPRESS OR IMPLIED, IS INCLUDED IN THESE TERMS AND CONDITIONS, OR IN ANY QUOTATION, REPORT, OR OTHER DOCUMENT PROVIDED UNDER THESE TERMS AND CONDITIONS INCLUDING, BUT NOT LIMITED TO: (i) ANY "IMPLIED WARRANTY OF MERCHANTABILITY" OR "FITNESS FOR A PARTICULAR PURPOSE", (ii) NON-INFRINGEMENT, AND (iii) THAT THE WEB SERVICES (AS DEFINED BELOW) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.
不保证：本条款及条件中，以及在本条款及条件项下提供的任何报价文件、报告或其他文档中，均不包含任何明示或默示的陈述、保证或担保，包括但不限于：(i) 任何"默示的商销性保证"或"适于某一特定用途"；(ii) 不侵权；以及 (iii) 网络服务（定义见下文）不会中断，且及时、安全、无误。

12. **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：贵司陈述并保证，贵司或贵司的代表提供给我司的所有信息和数据，均完整、准确，并可在提供服务时为我司所依赖。此外，贵司还陈述并保证，贵司的所有信息均由贵司拥有或给予许可，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司提供的任何信息或数据不完整或不准确，我司不会以任何方式对服务中的任何缺陷承担责任。

13. **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，我司可为我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。

14. **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：我司可为贵司提供某些网站工具和相关的服务，包括通过网站在线订购服务的能力（以下合称"网络服务"）。网络服务系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，贵司承认并同意，通过我司网络、互联网或无线传输的数据或内容，或通过网络服务传输的数据或内容，或所传输的与网络服务相关的数据或内容，不保证安全或未受到未经授权的入侵，并且，由我司、我司的关联方或我司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加密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。网络服务包含在上文的服务定义中。

15. **Confidentiality.** We will not disclose your information obtained in confidence ("Confidential Information") to third parties, except our subsidiaries, affiliates, or subcontractors, without your prior written authorization. Confidential Information will not include information: (a) already known to us, (b) publicly available, (c) subsequently acquired by us from other sources without a breach of these Terms and Conditions, (d) disclosure that is necessary to perform the Services, (e) required to be produced by law or government order, or accreditation authority, or (f) related to a product bearing a UL Mark that should be disclosed to us or our affiliates pursuant to another agreement with you.
保密：我司不会在未征得贵司事先书面授权的情况下将我司获得的、关于贵司的保密信息（以下简称"保密信息"）披露给第三方（我司的子公司、关联方或分包商除外）。保密信息不会包括以下信息：(a) 我司已经知悉信息；(b) 可公开获得的信息；(c) 我司随后在不违反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。

16. **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：如果我司要求做抽样检查，贵司会将样品运至我司，费用由贵司承担。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都可能会损坏或破坏样品，对此我司将不承担责任。

17. **LIMITATION OF LIABILITY.** OUR LIABILITY FOR ANY CLAIMS FOR LOSS, DAMAGE, OR EXPENSE OF ANY NATURE AND HOWSOEVER ARISING FOR ANY BREACH OF CONTRACT AND/OR ANY FAILURE TO EXERCISE APPROPRIATE SKILL AND CARE BY US WILL UNDER NO CIRCUMSTANCE EXCEED THE FEES RECEIVED FOR THE SPECIFIC SERVICES WHICH GIVE RISE TO SUCH CLAIMS. UNDER NO CIRCUMSTANCE WILL WE HAVE ANY LIABILITY FOR ANY CLAIMS FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO: LOSS OF PROFITS, GOODWILL, USE, DATA, FUTURE BUSINESS, OR PRODUCTION; CANCELLATION OF CONTRACTS ENTERED INTO BY YOU; OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). UNDER NO CIRCUMSTANCE WILL WE BE LIABLE TO YOU FOR ANY CLAIMS FOR LOSS, DAMAGE, OR EXPENSE UNLESS SUCH CLAIM IS BROUGHT UNDER SECTION 24 (DISPUTES) WITHIN TWELVE MONTHS AFTER THE DATE OF THE PERFORMANCE BY US OF THE SERVICES WHICH GIVE RISE TO THE CLAIM OR, IN THE EVENT OF ANY ALLEGED NON-PERFORMANCE, WITHIN TWELVE MONTHS OF THE DATE WHEN SUCH SERVICES SHOULD HAVE BEEN COMPLETED.
责任限制：我司对任何违反约以及由于贵司违约和 / 或未能运用适当技术和注意而造成的任何损失、损害或费用索赔的责任，在任何情况下均不会超过因为引起该等索赔的具体服务而收到的服务费。在任何情况下，我司都不会对任何性质的任何间接的、因果性的、或有的、特殊的、惩戒性的或惩罚性的损害索赔承担任何责任。包括但不限于：利润损失、商誉损失、使用损失、数据损失、未来业务损失或产源损失；贵司订立的合同取消；或其他无形的损失（即便在获司已被告知了该等损害的可能性的情况下亦不例外）。在任何情况下，我司均不因为任何损失、损害或费用索赔面对贵司承担责任。除非该等索赔是在由我司提供引起该等索赔的服务之日后的十二个月内，或（在任何据称是未提供服务的情况下）该等服务应当已被完成之日后的十二个月内，你需第24条（争议）提起的。

18. **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。

19. **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。

20. **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将无权根据《合同（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、作为某一阶层的成员还是作为回应特定描述而被确定的。

21. **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，我司可经书面通知，将我司在本条款及条件项下的各项权利和义务转让给我司的任何关联方或子公司。

22. **Subcontracting.** We may use subcontractors for certain testing or other Services. All subcontractors will meet our current qualification requirements and will comply with our requirements for confidentiality, conflicts of interest, and ethical standards.
分包：我司可使用分包商进行某些测试或提供其他服务。所有分包商都将符合我司目前的资质要求，并将遵守我司对保密性、利益冲突和道德标准的要求。

23. **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后终止，或在贵司违反本条款及条件的情况下在贵司收到书面通知后立即终止。贵司将在终止前偿付我司已发生的费用和开支。通知任何一方时，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。发送给我司的通知，必须按如下地址发送：U UL Verification Services Pte. Ltd, Attn: President, 1 Maritime Square, Harbour Front Centre, #11-03, Singapore 099253，并同时将副本发送给如下地址：UL LLC, Attn.: General Counsel at 333 Pfingsten Road, Northbrook, Illinois 60062。通知将于收到之时生效。

24. **Governing Law:** These Terms and Conditions will be governed and interpreted by the laws of the State of Illinois, United States of America, except if: (i) UL Contracting Party's principal place of business is Asia, Australia, or New Zealand, then Singapore law, and (ii) UL Contracting Party's principal place of business is Europe, then Swiss law, without reference to the applicable jurisdiction's choice of law principles.
适用法律：本条款及条件将适用美利坚合众国伊利诺伊州的法律管辖，并据之进行解释（但若：(i) UL缔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之进行解释；(ii) UL缔约方的主要营业地在欧洲的，适用瑞士的法律并据之进行解释），而不涉及适用法域的法律选择原则。

25. **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：与本条款及条件或服务有关的、除未付费用之外的任何争议或异议，都将由美国仲裁协会（American Arbitration Association，以下简称"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）伊利诺斯州的芝加哥（但若：(i) UL缔约方的主要营业地在欧洲的，仲裁地为瑞士的日内瓦；(ii) UL缔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市）。仲裁将由三（3）名仲裁员组成的仲裁小组审理。仲裁小组的成员选择如下：双方将要求获得一份从美仲协的商事仲裁员（需经验丰富，且熟悉美仲协的《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）人名单中商定第三名仲裁员，成为仲裁小组的组长，以最终完成仲裁小组的组成。多数仲裁员的决定将作为仲裁小组的决定。仲裁员无权添加、变更或忽视本条款及条件的任何规定，以裁定或有的、因果性的或惩罚性的损害赔偿金（包括但不限于使用损失、不当得利和/或利润损失），或超出本条款及条件的责任限制规定的救济。仲裁小组的裁决将具有约束力，具有适格司法管辖权的法院可对仲裁裁决做出执行裁定。仲裁将是双方因本条款及条件引起的任何争议的最终救济，但是，本条款及条件中的任何内容都不会阻止任何一方向某一法院寻求法院禁令救济命令（作为其他救济之追加），以停止或防止滥用、盗用其标志、保密或专有信息或侵犯其知识产权。所有仲裁都将以英文进行。

26. **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。

27. **Modifications.** These Terms and Conditions are the entire and complete agreement between the parties and supersede any other communications, representations, or agreements with respect to its subject matter. Under no circumstances will any preprinted, additional, or different terms and conditions on your requests for quotation, purchase orders, invoices, sales or marketing materials, emails, any acceptance communications, or other business documents apply to any Services or Quotation or bind us in any manner. Modifications that have not been made by us or that have not been accepted by us in a written or emailed confirmation from us are not accepted by us, and commencement of performance will not signify acceptance by us of any such modifications. Any such modifications are excluded from our agreement, and such modifications will not be a binding agreement on us.
修改：本条款及条件是双方之间的全部、完整合意，取代关于本条款及条件的标的事项的任何其他沟通、陈述或协议。在任何情况下，贵司的询价函、订单、发票、销售或营销材料、电子邮件、任何接受函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，既不会适用于任何服务或报价文件，也不会以任何方式对我司具有约束力。并非由我司以书面方式或来自我司的确认电子邮件做出的或未经我司以书面方式或来自我司的确认电子邮件接受的修改，我司概不接受；开始提供服务也不表示我司接受任何该等修改。任何该等修改一概从我们双方的合意之中予以排除，且该等修改不会成为对我们双方有约束力的合意。

28. **Order of Precedence.** Except for conflicts with Section 3 (Payment Terms), Section 5 (Estimated Schedule and Price) and Section 10 (Cancellation Fees), these Terms and Conditions will take precedence over any conflicting terms in any Quotation.
优先顺序：除非与第3条（支付条款）、第5条（预估的时间表和价格）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。

29. **Electronic Signature.** These Terms and Conditions may be executed and delivered by facsimile, PDF, or by means of other electronic signature. Our electronic, digital, or hard copies of these Terms and Conditions, your acceptance, and Quotations as signed, or otherwise accepted, by you will be the true, complete, valid, authentic, and enforceable copies of these documents. You agree that you will not contest the admissibility or enforceability of our copies in a court or any proceeding arising out of such documents.
电子签名：本条款及条件可通过传真、PDF或其他电子签名方式进行签署和递送。我司手中的、经贵司签字或以其他方式接受的本条款及条件的电子版本、数字版本或印刷版本，我司手中的、贵司的接受函的电子版本、数字版本或印刷版本，我司手中的、报价文件的电子版本、数字版本或印刷版本，都将是这些文件的真实、完整、有效、真实和可强制执行的副本。贵司同意，贵司不会在法院或由该等文件引起的任何诉讼中，对我司的副本的可执行性或作为证据的可采纳性提出异议。

30. **Force Majeure**. Neither party will be liable for any failure or delay in the performance of its obligations due to fire, flood, earthquake, elements of nature, or acts of God, acts of war, terrorism, riots, civil disorder, rebellions, or other similar cause beyond the reasonable control of the party affected, provided such default or delay: (i) could not have been prevented by reasonable precautions; (ii) cannot reasonably be circumvented; (iii) and the party hindered or delayed immediately notifies the other party describing the circumstance causing delay.
不可抗力：任何一方由于火灾、洪水、地震、自然因素或天灾、战争行为、恐怖主义、骚乱、内乱、叛乱或超出其合理控制范围的其他类似原因，而不履行或迟延履行其义务的，该受影响的一方不对该等不履行或迟延履行的情况承担任何责任，但需满足以下前提：该等不履行或迟延履行的情况 (i) 无法通过合理的预防措施来防止，(ii) 无法被合理规避，且 (iii) 该不履行或迟延履行的一方将造成不履行或迟延履行的情况立即通知了另一方。