

Evaluation of Test Results

Report No: SHHL0028009
 Issue Date: 2024-05-30
 Received Date: 2024-05-28
 Expiration Date: 2025-05-30
 Revision Date:
 Item Description: Bite Alert 60Ssz 702Mh Sp Combo 20#



Overall Rating: Pass
Compliance Rating: Pass
Performance Rating: Pass
Applicable Jurisdiction Restriction: No

Client	Walmart USA	Supplier Name	Zebco Sales Company Llc
Buyer	Supplier Testing	Vendor Number (6-Digit)	569053
Department/Category	09	Supplier I.D.	28014982
Brand Name	Zebco	Factory Name	Not Provided
Order Type (Dom/DI)	Domestic	Factory Number	Not Provided
Private Brand (Y/N)	No	Children's Product	No
Vendor Stock Number	BA60702MHA	Supplier's Age Grade	-
Test Type	Supplier Only	Material Change (Y/N)	No
Test Type Detail	Retest	Registry ID	-
Product Star Rating	-	Sourcing Office	Not Applicable
Star Rating Review Count	-	Country of Origin	China

Please see the following pages for additional information.

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Compliance Failures:

Performance Failures:

Corrective Action:

Additional Information of Jurisdiction Requirements:

Notes:

The retest sample complies with the 16 CFR 1263 and UL 4200A labeling and physical testing requirements.

The sample complies with 16 CFR Part 1263-Safety Standard for Button Cell or Coin Batteries and Consumer Products Containing Such Batteries (excluding section 1263.4).

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Additional Sample Information

Testing History					
Lab Number	Logout Date	Test Type	Rating	Factory Name	Factory Number

Supplier Contact Information	
Name:	Zebco Sales Company Llc
Address:	B-3F, No.88, BaiFu Road KUNSHAN, 32 215300
City, State, ZIP:	-
E-mail:	lwang@ratheroutdoors.com
Phone:	-

Sample Information Attribute	
Size(s):	-
Color(s):	-
UPC Code(s):	-
Item Number(s):	-
Item ID(s):	-
PO Number(s):	-
Store Number (When applicable):	-

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Supplementary Data

GCC Required (Yes or No):	No	CPC Required (Yes or No):	No
GCC Issued (Yes, No, to be issued by Supplier or N/A):	N/A	CPC Issued (Yes, No, to be issued by Supplier or N/A):	N/A
WGS or DSG QA Location:	-	WGS or DSG Credit Location:	-
Walmart Supplier Type (A/B/C):	Domestic	Sealing Labels Serial Numbers on Carton:	-
Sealing Labels Serial Numbers on Product:	-	Observed Produced Quantity for Seal Sample:	-
Supplier Claimed PO Quantity:	-		
Document Acceptance Test IDs accepted:	-		
Amended Report Number:	-		
Reason for Amendment:	-		
Tested Age Grade (for Toys and Children's product testing):	-		

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Summary of Test Protocols for Testing

Executive Summary:

Based on the result of actual test in the submitted sample and/or document review provided by applicant, the sample(s) **MEET** the following requirements.

- The physical and mechanical requirements of client's testing program.
- The performance requirements of the client's testing program.
- The packaging and labeling requirements of the client's testing program.

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Failure:	
Based on the result of actual test in the submitted sample and/or document review provided by applicant, the samples(s) DO NOT MEET the following requirements:	
Test Line details of a test protocol	
Failure 1	[INSERT FAILURE PHOTO HERE]
The following required information was not provided on the test application as required by Walmart.	
Incomplete TRF Fields:	
Statement of TRF Field Failure:	
TRF Fail/Pass Statement:	

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Summary of documentation provided by vendors/suppliers for the compliance evaluation:

Requirements	Report Number	Date	Testing Lab	Result
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Remarks:

1. Please check the appropriate box: (Production Testing must keep this remark. Pre-Production Testing can remove this remark.

- The sample was received at the laboratory with _____ (UL/SGS/BV/Intertek) sealing labels.
- The sample was received without sealing labels.

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Additional Sample Information

Gender/Number Code	-	Application ID	6256755
Product ID Number	-	Garment Production Unit (GPU)	-
Season	-	Fabric Production Number (FPU)	-
Quote ID	-	Fabric ID Number	-
Lot Number	-	Fabric Mill Name	-
GDP Number	-	Fabric Mill Number w/ Higg ID	-
Flex PLM Number	-	Fabric Construction	-
Assortment Number (s)	-	WAN (Walmart Adoption Number)	-
OPSTUDY	-		
Reason For Testing	Retest of Laboratory Report No. SHHL0025428 to determine improvement over the previously tested sample		

Identifier Association Grid

Description	Style	UPC	Tested
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Solutions

Lab Report: SHHL0028009

Signed for and on Behalf of

A handwritten signature in black ink that reads 'Justin Zhou'.

Justin Zhou
OPERATIONS MANAGER

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⚠ WARNING

- **INGESTION HAZARD:** This product contains a button cell or coin battery.
- **DEATH** or serious injury can occur if ingested.
- A swallowed button cell or coin battery can cause **Internal Chemical Burns** in as little as **2 hours**.
- **KEEP** new and used batteries **OUT OF REACH** of **CHILDREN**.
- **Seek immediate medical attention** if a battery is suspected to be swallowed or inserted inside any part of the body.



ZS5837


⚠ AVERTISSEMENT


- **DANGER LIÉ À L'INGESTION:** Ce produit contient une pile bouton ou pile plate.
- L'ingestion de la pile peut causer la **MORT** ou une blessure grave.
- L'ingestion d'une pile bouton ou pile plate peut causer des **brûlures chimiques internes en deux heures** à peine.
- **GARDER** les piles neuves et usées **HORS DE PORTÉE DES ENFANTS**.
- **Consulter immédiatement un médecin** si l'on suspecte qu'une pile a été avalée ou insérée dans une partie quelconque du corps.




⚠ WARNING

- Remove and immediately recycle or dispose of used batteries according to local regulations and keep away from children. Do NOT dispose of batteries in household trash or incinerate.
- Even used batteries may cause severe injury or death.
- Call a local poison control center for treatment information.
- Non-rechargeable batteries are not to be recharged.
- Do not force discharge, recharge, disassemble, heat above 60 °C or incinerate. Doing so may result in injury due to venting, leakage or explosion resulting in chemical burns.



⚠ WARNING	
<ul style="list-style-type: none"> • Ensure the batteries are installed correctly according to polarity (+ and -). • Do not mix old and new batteries, different brands or types of batteries, such as alkaline, carbon-zinc, or rechargeable batteries. • Remove and immediately recycle or dispose of batteries from equipment not used for an extended period of time according to local regulations. • Always completely secure the battery compartment. If the battery compartment does not close securely, stop using the product, remove the batteries, and keep them away from children. 	



⚠ AVERTISSEMENT	
<ul style="list-style-type: none"> • Retirer et recycler ou mettre au rebut immédiatement les piles usées conformément aux réglementations locales, et garder hors de portée des enfants. Ne PAS jeter les piles avec les ordures ménagères ou les incinérer. • Même des piles usées peuvent causer de graves blessures ou la mort. • Appeler un centre antipoison pour obtenir des renseignements sur un traitement en cas d'ingestion. • Les piles non rechargeables ne doivent pas être rechargées. • Ne pas forcer la décharge ou la recharge des piles; ne pas les désassembler, ne pas les chauffer à une température dépassant la température 60 °C ou ne pas les incinérer. Cela risquerait d'entraîner des blessures en raison de l'émanation de vapeurs, de la fuite ou de l'explosion des piles causant des brûlures chimiques. 	




⚠ AVERTISSEMENT	
<ul style="list-style-type: none"> • S'assurer que les piles sont installées correctement en respectant la polarité (+ et -). • Ne pas combiner des piles usagées et neuves, de marques ou de types différents, comme des piles alcalines, Leclanché ou rechargeables. • Enlever et recycler ou mettre au rebut immédiatement les piles de tout équipement non utilisé pour une période prolongée, conformément aux réglementations locales. • Bien fermer en tout temps le logement des piles. Si le logement des piles ferme mal, cesser d'utiliser le produit, enlever les piles et les garder à l'écart des enfants. 	

**Products Incorporating Button Batteries or Coin Cell Batteries
16 CFR 1263 and UL 4200A
Labeling - All Products**

SAMPLE Bite Alert 60Sz 702Mh Sp Combo 20#

I. IDENTIFICATION and INSPECTION			RATING	COMMENTS
<p><i>Note: This is a supplemental worksheet and must accompany the applicable worksheet</i></p> <p><i>Note: Effective for products manufactured or imported on or after October 23 2023</i></p> <p><i>Note: Not applicable to products exclusively for use in vehicles (cars, boats, and/or motorcycles)</i></p> <p><i>Note: Zinc-Air batteries are exempt.</i></p> <p><i>Note: Not applicable to toys.</i></p> <p>PACKAGING MARKING §7B</p> <p>The principal display panel shall contain the warning label in Figure 7B.1 or Figure 7B.2 (§7B.1). Products not contained in packaging shall have the warning label in Figure 7B.1 or Figure 7B.2 affixed to the consumer product with a hang tag or a sticker label (§7B.2). When space on the principal display panel of the consumer product packaging does not permit the warning label in Figure 7B.1 or Figure 7B.2, the principal display panel shall include the warning in Figure 7B.3 in a conspicuous location. The remaining warning statements must be on a secondary display panel, as shown in Figure 7B.4.</p>				
			Pass	
Has 7B.1 label	<u>Yes</u>	Y/N		
Has 7B.2 label	<u>No</u>	Y/N		<i>N/A - See other options</i>
Has 7B.3 and 7B.4 labels	<u>No</u>	Y/N		<i>N/A - See other options</i>
Location of label	<u>Hang Tag</u>			

		RATING	COMMENTS
<p>Figure 7B.1 Packaging Marking - Warning: Contains coin battery</p>			
<p>⚠ WARNING</p>			
<ul style="list-style-type: none"> • INGESTION HAZARD: This product contains a button cell or coin battery. • DEATH or serious injury can occur if ingested. • A swallowed button cell or coin battery can cause Internal Chemical Burns in as little as 2 hours. • KEEP new and used batteries OUT OF REACH of CHILDREN • Seek immediate medical attention if a battery is suspected to be swallowed or inserted inside any part of the body. 			
<p>The icon (<i>triangle over battery graphic</i>) in Figure 7B.1 shall be at least 7mm in width and 9mm in height (<i>height is measured from point of triangle to lower most part of battery</i>).</p>		<p>Pass</p>	
<p>Width _____ <u>17.0</u> mm</p> <p>Height _____ <u>22.9</u> mm</p>			
<p>Figure 7B.2 Packaging Marking - Warning of ingestion Hazard</p>			
<p>⚠ WARNING</p>			
<ul style="list-style-type: none"> • INGESTION HAZARD: This product contains a button cell or coin battery. • DEATH or serious injury can occur if ingested. • A swallowed button cell or coin battery can cause Internal Chemical Burns in as little as 2 hours. • KEEP new and used batteries OUT OF REACH of CHILDREN • Seek immediate medical attention if a battery is suspected to be swallowed or inserted inside any part of the body. 			
<p>The icon in Figure 7B.2 shall be at least 8mm in diameter.</p>		<p>---</p>	
<p>Diameter _____ <u>---</u> mm</p>		<p><i>N/A - See other options</i></p>	

	RATING	COMMENTS
<p>Figure 7B.3 Packaging Marking - Alternative Principal Display Panel</p>		
		
<ul style="list-style-type: none"> • INGESTION HAZARD: This product contains a button cell or coin battery. • DEATH or serious injury can occur if ingested. • A swallowed button cell or coin battery can cause Internal Chemical Burns in as little as 2 hours. 		
<p>The icon (<i>triangle over battery graphic</i>) in Figure 7B.3 shall be at least 7mm in width and 9mm in height (<i>height is measured from point of triangle to lower most part of battery</i>).</p> <p>Width --- mm</p> <p>Height --- mm</p>	<p>---</p>	<p><i>N/A - See other options</i></p>
<p>Figure 7B.4 Packaging Marking - Secondary Display Panel</p>		
		
<ul style="list-style-type: none"> • KEEP new and used batteries OUT OF REACH of CHILDREN • Seek immediate medical attention if a battery is suspected to be swallowed or inserted inside any part of the body. 		
<p>The principal or secondary display panel of the product packaging, or if there is no product packaging, the accompanying hang tag or sticker label, shall include the following text:</p> <ol style="list-style-type: none"> For products with non-replaceable batteries, include a statement indicating the product contains non-replaceable batteries; Battery type (e.g., LR44, CR2032); and Nominal voltage. 	<p>Pass</p>	<p><i>N/A - Battery is replaceable</i></p>

	RATING	COMMENTS
<p>GENERAL §7A</p> <p>For labels that are provided on a sticker, hang tag, instructions or manual, the safety alert symbol and the signal word "WARNING" must be at least 0.2 inches high. (§7A.8)</p> <p>Height <u>0.20</u> in</p> <p>Text (other than signal word "WARNING") must be in characters whose upper case must be at least 0.1 inches (§7A.8)</p> <p>Height <u>0.10</u> in</p> <p>For labels that are required to be on the packaging of consumer products and directly on consumer products, text size shall be dependent on the area of the principal display panel. Text size shall be determined based on Table 7A.1.</p> <p>Display area in square inches <u>---</u> in²</p> <p>Required text size <u>---</u> in</p> <p>Actual text size <u>---</u> in</p>	<p>Pass</p> <p>Pass</p> <p>---</p>	<p></p> <p></p> <p><i>N/A - Not such item</i></p>
	RATING	COMMENTS

Letter Size Measurements in Inches								
Display Area: Inches ²	0 – 2	+2 – 5	+5 – 10	+10 – 15	+15 – 30	+30 – 100	+100 – 400	+400
Signal word (WARNING)	3/64	1/16	3/32	7/64	1/8	5/32	1/4	1/2
Statement of Hazard	3/64	3/64	1/16	3/32	3/32	7/64	5/32	1/4
Other Text	1/32	3/64	1/16	1/16	5/64	3/32	7/64	5/32

	RATING	COMMENTS
<p>PRODUCT MARKING §7C</p> <p>Product shall be marked with a warning label on the product display panel that alerts the consumer of the presence of a button cell or coin battery. The warning text shall include the safety alert symbol, signal word, and text, as shown in Figure 7C.1. When space on the product is limited, use the icon shown in Figure 7C.2. When the product itself is too small to include the warning with text in Figure 7C.1 or the icon in Figure 7C.2, the product shall meet requirements of 7B (above):</p> <p>Has 7C.1 label <u>No</u> Y/N</p> <p>Has 7C.2 label <u>Yes</u> Y/N</p> <p>Meets requirements of §7B <u>No</u> Y/N</p>	Pass	
		<i>N/A - See other options</i>
		<i>N/A - See other options</i>

Figure 7C.1 Product Marking



Figure 7C.2 Icon



The icon (*triangle over battery graphic*) in Figure 7C.2 shall be at least 7mm in width and 9mm in height (*height is measured from point of triangle to lower most part of battery*). (§7C.2)

Width 7.0 mm

Height 9.1 mm

The icon (*triangle over battery graphic*) in Figure 7C.2 shall be on the product display panel. (§7C.2)

The icon (*triangle over battery graphic*) in Figure 7C.2 shall be defined in accompanying printed materials such as instructions, manual, insert or hangtag. (§7C.2)

Pass		
Pass		
Pass		

	RATING	COMMENTS
<p>PERMANENCE OF MARKINGS §7D</p> <p>On-product marking (<i>not applicable to instruction sheets, inserts, manuals or hang tags</i>) shall remain legible after rubbing the marking by hand without appreciable force for 15 seconds with a piece of cloth soaked with water and at a different place or on a different sample for 15 seconds with a piece of cloth soaked with a minimum of 85% n-hexane.</p> <p>Water <u>Yes</u> Y/N Hexane <u>Yes</u> Y/N</p>	<p>Pass</p>	
<p>GENERAL §9</p> <p>Instructions and manuals, if provided, shall include all of the applicable markings in Figure 7B.1 or Figure 7B.2 (<i>shown above</i>) and the statements noted below. If instructions and manuals are not provided, the statements shall be present on the principal display panel or secondary display panel of the consumer product packaging, or if there is no consumer product packaging, the accompanying hang tag or sticker label.</p> <p>In instructions / manual <u>No</u> Y/N On display panel <u>No</u> Y/N On hang tag <u>Yes</u> Y/N</p>	<p>Pass</p>	
<p>a) The statement “Remove and immediately recycle or dispose of used batteries according to local regulations and keep away from children. Do NOT dispose of batteries in household trash or incinerate.”</p>	<p>Pass</p>	
<p>b) The statement “Even used batteries may cause severe injury or death.”</p>	<p>Pass</p>	
<p>c) The statement “Call a local poison control center for treatment information.”</p>	<p>Pass</p>	
<p>d) A statement indicating the compatible battery type (e.g., LR44, CR2032).</p>	<p>Pass</p>	

	RATING	COMMENTS
<p>e) A statement indicating the nominal battery voltage.</p>	<p>Pass</p>	
<p>f) The statement “Non-rechargeable batteries are not to be recharged.”</p>	<p>Pass</p>	
<p>g) The statement “Do not force discharge, recharge, disassemble, heat above (manufacturer's specified temperature rating) or incinerate. Doing so may result in injury due to venting, leakage or explosion resulting in chemical burns.”</p>	<p>Pass</p>	
<p>Products with replaceable button/coin cell batteries shall additionally include: (§9.2)</p>		
<p>a) The statement “Ensure the batteries are installed correctly according to polarity (+ and -).”</p>	<p>Pass</p>	
<p>b) The statement “Do not mix old and new batteries, different brands or types of batteries, such as alkaline, carbon-zinc, or rechargeable batteries.”</p>	<p>Pass</p>	
<p>c) The statement “Remove and immediately recycle or dispose of batteries from equipment not used for an extended period of time according to local regulations.”</p>	<p>Pass</p>	
<p>d) The statement “Always completely secure the battery compartment. If the battery compartment does not close securely, stop using the product, remove the batteries, and keep them away from children.”</p>	<p>Pass</p>	

	RATING	COMMENTS
<p>Products with non-replaceable button/coin cell batteries shall additionally include a statement indicating the product contains non-replaceable batteries. (§9.3)</p>	<p>---</p>	<p><i>N/A - Battery is replaceable</i></p>

III. CONCLUSIONS

<p>OVERALL RATING</p>	<p>PASS</p>
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Latest Change: Clarified permanence of marking requirement.
5/16/24

Reference Material: WM US Product Safety and Compliance protocol "1a All Products"
UL 4200A Products Incorporating Button Batteries or Coin Cell Batteries

This protocol represents testing methods and procedures generally used for testing and evaluating the above specified item. Depending upon the nature of the product, certain tests specified herein may not be applied and / or additional testing procedures may be utilized. This protocol is not intended to be used as a manufacturing or design specification and is subject to revision as further experience and investigation may show necessary.

UL VS Terms and Conditions

All services are governed by the following Terms and Conditions.

- 1. 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 evaluation to independent safety standards, and we and our affiliates have no responsibility to make any independent safety assessment of any samples.
- 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 Terms and Conditions, the ownership of the deliverables for the Services will be in accordance with the Retailer's program.
- 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.
- 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.
- 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.
- 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.
- 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.
- 8. Our Findings.** We do not guarantee that our opinions or findings will be recognized or accepted by third parties.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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 25 (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.
- 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.
- 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.
- 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 24 (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.
- 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.
- 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.
- 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 Pingsten Road, Northbrook, Illinois 60062. Notice will be effective upon receipt.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.