



TEST REPORT

Client: Aerolatte ltd
 Address: Unit 1, The Corn Works, Station Road, Radlett, Hertfordshire, WD7 8JY, United Kingdom
 Report No.: 1001475600
 Date: April 15, 2022

Attn: Kevin Lam
 Sample Description: (1)Milk Frother (2)Tea Whisk (3)Frothing Jug
 Quantity Submitted: 3 styles
 Buyer: aerolatte ltd
 Manufacture: Olympia Manufacturing Co., Ltd.
 Style / Item No.: (1)AL-TG-BK (2)AM-1-BM (3)FJ-1-CL
 P.O. No.: Not Provided
 Product material: Multiple
 Age Grade: Not Provided
 Destination: UK
 Country of Origin: China
 Date(s) of samples received: February 28, 2022 & March 8, 2022 & March 10, 2022
 Date of Test Period: February 28, 2022 – April 15, 2022

TEST METHOD & RESULTS: Please refer to next page(s)

CONCLUSION:

Overall migration test - European Union Commission Regulation (EU) 2020/1245 amending and correcting Regulation (EU) No. 10/2011 Under Commission Regulation (EC) No 1935/2004	PASS
Specific Migration Of Heavy Metal - European Union Commission Regulation (EU) 2020/1245 amending and correcting Regulation (EU) No. 10/2011 Under Commission Regulation (EC) No 1935/2004	PASS
Specific Migration of Heavy Metals for Food Contact Stainless Steel [LFGB Section 30&31 and BfR Recommendation]	PASS
Specific Release For Metal - Resolution CM/RES (2013)9 Under Commission Regulation (EC) No 1935/2004	PASS
FDA Extraction Test for Food Contact Acrylic and Modified Acrylic Plastics, Semirigid and Rigid [21 CFR 177.1010]	PASS
FDA Extraction on Food Contact (Nylon 6) resins [21 CFR 177.1500]	PASS
Grade Recommendation and Total Chromium Determination	PASS

Note: The results relate only to the items tested.

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



Stephen Chan
 Operation Manager

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TEST RESULTS

1. CHEMICAL TESTS:

Tested Sample ID	Product Description / Sample Group Desc.
001	(1)Milk Frother (2)Tea Whisk (3)Frothing Jug
002	transparent blue plastic (frothing jug)--Acrylic
003	khaki plastic (spinning rod of khaki frother)--Nylon 6
004	silvery metal (spinning rod of black frother)
005	silvery metal (spring on spinning rod of black frother)

1.1 Overall migration test - European Union Commission Regulation (EU) 2020/1245 amending and correcting Regulation (EU) No. 10/2011 Under Commission Regulation (EC) No 1935/2004
 Test Method: EN 1186

Food Simulants	Surface Area to Volume Ratio (dm ² /kg)	Requirement (Max.) (mg/dm ²)	Reporting Limit (mg/dm ²)	Sample, mg/dm ²			Stability*	Rating
				002				
				1 st Contact	2 nd Contact	3 rd Contact		
50% Ethanol, 2 hours at 70°C	6.6	10	3	<3.0	<3.0	<3.0	Complies	PASS
3% Acetic acid, 2 hours at 70°C		10	3	<3.0	<3.0	<3.0	Complies	PASS

Food Simulants	Surface Area to Volume Ratio (dm ² /kg)	Requirement (Max.) (mg/dm ²)	Reporting Limit (mg/dm ²)	Sample, mg/dm ²			Stability*	Rating
				003				
				1 st Contact	2 nd Contact	3 rd Contact		
50% Ethanol, 2 hours at 100°C	6.0	10	3	<3.0	<3.0	<3.0	Complies	PASS
3% Acetic acid, 2 hours at 100°C		10	3	<3.0	<3.0	<3.0	Complies	PASS

Remark:
 -All concentrations expressed in milligrams per square decimeter
 -“<” means less than
 -*: The overall migration in the second contact must not exceeds the value observed in first contact and the overall migration in the third contact must not exceeds the value observed in the second contact.
 -The test results only apply to the items tested.

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- 1.2 Specific Migration Of Heavy Metal - European Union Commission Regulation (EU) 2020/1245 amending and correcting Regulation (EU) No. 10/2011 Under Commission Regulation (EC) No 1935/2004
 Test Method: with reference to EN 13130-1:2004 for selection of conditions, and analyzed by ICP-MS.
 Test condition: 2 hour, 70°C followed by 24 hours at 40°C
 Simulant: 3% acetic acid

Elements	Requirement (Max.)	Reporting Limit	Sample, mg/kg		
			002		
			1 st Contact	2 nd Contact	3 rd Contact
Aluminum	1	0.2	<0.2	<0.2	<0.2
Barium	1	0.2	<0.2	<0.2	<0.2
Cobalt	0.05	0.01	<0.01	<0.01	<0.01
Copper	5	1	< 1	< 1	< 1
Iron	48	10	<10	<10	<10
Lithium	0.6	0.1	<0.1	<0.1	<0.1
Manganese	0.6	0.1	<0.1	<0.1	<0.1
Zinc	5	0.5	<0.5	<0.5	<0.5
Nickel	0.02	0.01	<0.01	<0.01	<0.01
Antimony	0.04	0.01	<0.01	<0.01	<0.01
Arsenic	ND	0.003	<0.003	<0.003	<0.003
Cadmium	ND	0.001	<0.001	<0.001	<0.001
Chromium	ND	0.003	<0.003	<0.003	<0.003
Lead	ND	0.003	<0.003	<0.003	<0.003
Mercury	ND	0.003	<0.003	<0.003	<0.003
Lanthanum	--	0.01	<0.01	<0.01	<0.01
Europium		0.01	<0.01	<0.01	<0.01
Gadolinium		0.01	<0.01	<0.01	<0.01
Terbium		0.01	<0.01	<0.01	<0.01
Sum of 4 elements	0.05	0.01	<0.01	<0.01	<0.01
OM##	60	60	<60	<60	<60
Stability*			Complies		
Rating			PASS		

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Elements	Requirement (Max.)	Reporting Limit	Sample, mg/kg		
			003		
			1 st Contact	2 nd Contact	3 rd Contact
Aluminum	1	0.2	<0.2	<0.2	<0.2
Barium	1	0.2	<0.2	<0.2	<0.2
Cobalt	0.05	0.01	<0.01	<0.01	<0.01
Copper	5	1	< 1	< 1	< 1
Iron	48	10	<10	<10	<10
Lithium	0.6	0.1	<0.1	<0.1	<0.1
Manganese	0.6	0.1	<0.1	<0.1	<0.1
Zinc	5	0.5	<0.5	<0.5	<0.5
Nickel	0.02	0.01	<0.01	<0.01	<0.01
Antimony	0.04	0.01	<0.01	<0.01	<0.01
Arsenic	ND	0.003	<0.003	<0.003	<0.003
Cadmium	ND	0.001	<0.001	<0.001	<0.001
Chromium	ND	0.003	<0.003	<0.003	<0.003
Lead	ND	0.003	<0.003	<0.003	<0.003
Mercury	ND	0.003	<0.003	<0.003	<0.003
Lanthanum	--	0.01	<0.01	<0.01	<0.01
Europium		0.01	<0.01	<0.01	<0.01
Gadolinium		0.01	<0.01	<0.01	<0.01
Terbium		0.01	<0.01	<0.01	<0.01
Sum of 4 elements	0.05	0.01	<0.01	<0.01	<0.01
OM##	60	60	<60	<60	<60
Stability*			Complies		
Rating			PASS		

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TEST RESULTS

Remark:
 -All concentrations expressed in milligrams per kilogram
 -“<” means less than
 -ND means Not Detected
 -* :The specific migration in the second contact must not exceeds the value observed in first contact and the specific migration in the third contact must not exceeds the value observed in the second contact.
 -“OM###” means “Overall Migration” of Ammonium, Calcium, Potassium, Magnesium and Sodium that are subjected to Limitation (60 mg/kg) due to Article 11(3) and Article 12 of the Regulation mentioned above.
 -The test results only apply to the items tested.

- 1.3 **Specific Migration of Heavy Metals for Food Contact Stainless Steel [LFGB Section 30&31 and BfR Recommendation]**
Test Method: In House Method
Test condition: 2 hours, 70°C
Simulant: 4% acetic acid

<u>Elements</u>	<u>Requirement (Max.)</u>	<u>Reporting Limit</u>	<u>Sample, mg/dm²</u>	
			<u>004</u>	<u>005</u>
<u>Lead</u>	0.01	0.001	<0.001	<0.001
<u>Cadmium</u>	0.005	0.001	<0.001	<0.001
<u>Copper</u>	0.5	0.01	<0.01	<0.01
<u>Chromium</u>	0.4	0.01	0.06	<0.01
<u>Nickel</u>	0.1	0.01	0.09	<0.01
<u>Antimony</u>	Absent	0.01	<0.01	<0.01
<u>Cobalt</u>	Absent	0.01	<0.01	<0.01
Rating			PASS	PASS

Remark:
 -All concentrations expressed in milligrams per square decimeter
 -“<” means less than
 -Heavy metals (Lead, Nickle, Cadmium, Chromium Copper, Antimony and Cobalt) migration from sample according to LFGB section 30 & 31 and BfR recommendation.
 -The test results only apply to the items tested.

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



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TEST RESULTS

1.4 Specific Release For Metal - Resolution CM/RES (2013)9 Under Commission Regulation (EC) No 1935/2004

Test Method: with reference to EDQM's practical guide for Metals and alloys used in food contact materials and articles (1st Edition, 2013), analyzed by ICP-MS

Test condition: 2 hours, 70°C

Simulant: Artificial tap water

Extraction Volume of Simulant: 70 mL

Elements	MDL	Requirement / Sample 004			
		3 rd	3 rd contact (SRL) [mg/kg in food simulant]	1 st Test+2 nd Test	1 st +2 nd contact (7SRLs) [mg/kg in food simulant]
AL	0.5	ND	5	ND	35
Sb	0.02	ND	0.04	ND	0.28
Cr	0.02	ND	0.25	ND	1.75
Co	0.02	ND	0.02	ND	0.14
Cu	0.4	ND	4	ND	28
Fe	4.0	ND	40	ND	280
Mn	0.2	ND	1.8	ND	12.6
Mo	0.02	ND	0.12	ND	0.84
Ni	0.02	ND	0.14	ND	0.98
Ag	0.02	ND	0.08	ND	0.56
Sn	1.0	ND	100	ND	700
V	0.01	ND	0.01	ND	0.07
Zn	0.5	ND	5	ND	35
As	0.002	ND	0.002	ND	0.014
Ba	0.1	ND	1.2	ND	8.4
Be	0.01	ND	0.01	ND	0.07
Cd	0.005	ND	0.005	ND	0.035
Pb	0.01	ND	0.01	ND	0.07
Li	0.02	ND	0.048	ND	0.336
Hg	0.003	ND	0.003	ND	0.021
Tl	0.0001	ND	0.0001	ND	0.0007
Mg	0.1	ND	--	ND	--
Ti	0.1	ND	--	ND	--
Rating		PASS	---	PASS	---

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TEST RESULTS

Test condition: 2 hours, 70°C
 Simulant: Artificial tap water
 Extraction Volume of Simulant: 25 mL

Elements	MDL	Requirement / Sample 005			
		3 rd	3 rd contact (SRL) [mg/kg in food simulant]	1st Test+2 nd Test	1 st +2 nd contact (7SRLs) [mg/kg in food simulant]
AL	0.5	ND	5	ND	35
Sb	0.02	ND	0.04	ND	0.28
Cr	0.02	ND	0.25	ND	1.75
Co	0.02	ND	0.02	ND	0.14
Cu	0.4	ND	4	ND	28
Fe	4.0	ND	40	ND	280
Mn	0.2	ND	1.8	ND	12.6
Mo	0.02	ND	0.12	ND	0.84
Ni	0.02	ND	0.14	ND	0.98
Ag	0.02	ND	0.08	ND	0.56
Sn	1.0	ND	100	ND	700
V	0.01	ND	0.01	ND	0.07
Zn	0.5	ND	5	ND	35
As	0.002	ND	0.002	ND	0.014
Ba	0.1	ND	1.2	ND	8.4
Be	0.01	ND	0.01	ND	0.07
Cd	0.005	ND	0.005	ND	0.035
Pb	0.01	ND	0.01	ND	0.07
Li	0.02	ND	0.048	ND	0.336
Hg	0.003	ND	0.003	ND	0.021
Tl	0.0001	ND	0.0001	ND	0.0007
Mg	0.1	ND	--	ND	--
Ti	0.1	ND	--	ND	--
Rating		PASS	---	PASS	---

Note: MDL=Method detection limit
 All results expressed in "mg/kg" food or food simulant
 SRL= Specific release limit
 ND = Not Detected (less than MDL)
 -Requirement: the result of 1st Test+2nd Test should be less than 7SRL limit and the result of 3rd test be less than SRL
 -The test results only apply to the items tested.

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TEST RESULTS

1.5 FDA Extraction Test for Food Contact Acrylic and Modified Acrylic Plastics, Semirigid and Rigid [21 CFR 177.1010]

Sample	Test		Absorbance	Requirement (Absorbance)	Rating
002	UV Absorbing Extractive	Water Extraction	<0.05	Max. 0.3	PASS
		8% Alcohol Extraction	<0.05	Max. 0.3	
	<u>Test</u>		<u>Absorbance</u>	<u>Requirement (Absorbance)</u>	<u>Rating</u>
	KMnO4 oxidizable extractives	Water Extraction	<0.05	Max. 0.15	PASS
		8% Alcohol Extraction	<0.05	Max. 0.15	
	<u>Test</u>		<u>Test Condition</u>	<u>Extractive Residue (mg/in²)</u>	<u>Requirement (mg/in²)</u>
Total non-volatile extractives	Water Extraction	Fill boiling, cool to 100 °F	<0.10	Max. 0.3	PASS
	8% Alcohol Extraction	150 °F, 2 hours	<0.10	Max. 0.3	

"<" means less than ; ">" means greater than ; "mg/in²" means milligrams per square inch

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TEST RESULTS

1.6 FDA Extraction on Food Contact (Nylon 6) resins [21 CFR 177.1500]

<u>Sample</u>	<u>Total Extractive Residue</u>	<u>Requirement</u>	<u>Rating</u>	
003	Water extraction (% w/w)	0.29	Max 1.0	PASS
	95% Ethanol extraction (% w/w)	0.36	Max 2.0	PASS
	Ethyl Acetate extraction (% w/w)	<0.1	Max 1.0	PASS
	Benzene extraction (% w/w)	<0.1	Max 1.0	PASS
	<u>Test Result</u>	<u>Requirement</u>	<u>Rating</u>	
	Melting Point (°C)	433.0	392 – 446	PASS
	Specific Gravity (g/cm ³)	1.150	1.135-1.165	PASS
	Solubility in boiling 4.2N HCl	Dissolve in 1 hour	Dissolve in 1 hour	PASS

"<" means less than ; ">" means greater than ; "%, w/w" means percentage by weight of resin

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



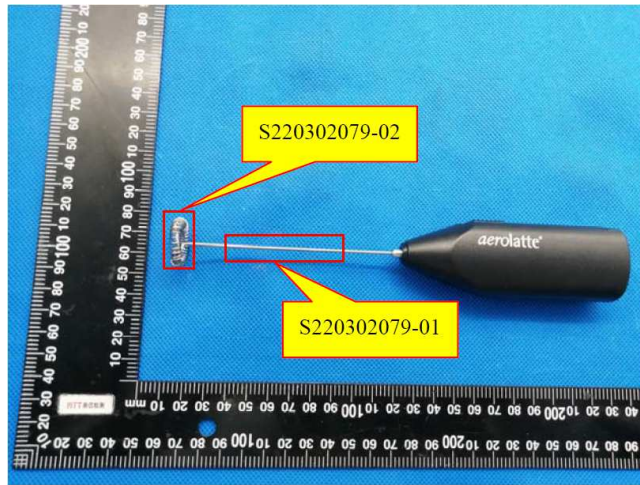
TEST REPORT

Client: Aerolatte Ltd
Address: Unit 1, The Corn Works, Station Road,
Radlett, Hertfordshire, WD7 8JY, United
Kingdom

Report No.: 1001475600
Date: April 15, 2022

TEST RESULTS

2. Grade Recommendation and Total Chromium Determination



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



TEST REPORT

Client: Aerolatte ltd
Address: Unit 1, The Corn Works, Station Road,
Radlett, Hertfordshire, WD7 8JY, United
Kingdom

Report No.: 1001475600
Date: April 15, 2022

TEST CONDUCTED

Environment Condition:

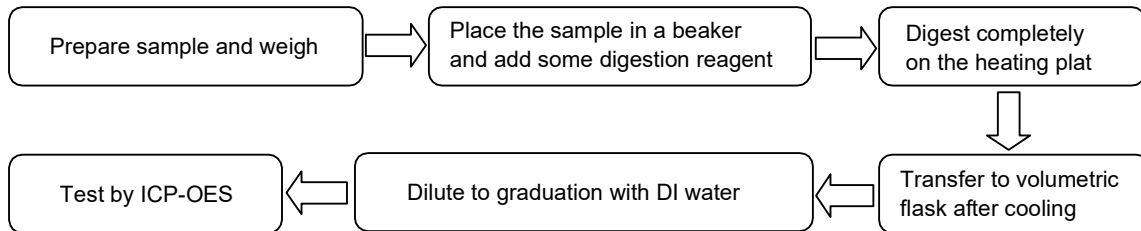
Temperature: 24.1°C; Relative humidity: 54%R.H;

Testing Standard:

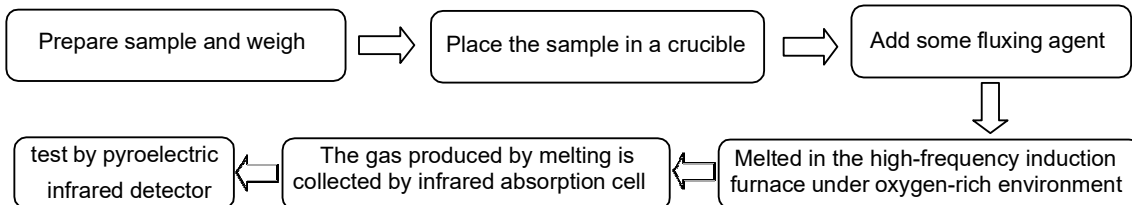
Reference to SN/T 2718-2010 Determination of chemical composition in stainless steel. Inductively coupled plasma atomic emission spectrometric method
Reference to GB/T 20123-2006 Steel and iron-Determination of total carbon and sulfur content Infrared absorption method after combustion furnace (routine method)

Test Flow:

ICP-OES test steps



Carbon & Sulfur Analyzer test steps



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



TEST REPORT

Client: Aerolatte ltd
 Address: Unit 1, The Corn Works, Station Road,
 Radlett, Hertfordshire, WD7 8JY, United
 Kingdom

Report No.: 1001475600
 Date: April 15, 2022

TEST CONDUCTED

Test Results:

Element	The requirements of 304 (wt %)	Content (wt %)
Iron (Fe)	-	Remainder
Carbon (C)	≤ 0.08	0.044
Sulfur (S)	≤ 0.030	0.0012
Silicon (Si)	≤ 1.00	0.45
Manganese (Mn)	≤ 2.00	1.26
Phosphorus (P)	≤ 0.045	0.018
Chromium (Cr)	18.0 - 20.0	18.02
Nickel (Ni)	8.0 - 11.0	8.07
Copper (Cu)	-	0.37
Molybdenum (Mo)	-	<0.02

Conclusion:

Compare to test results and the requirements of 304, the material recommends 304 in ASTM A276/A276M-17 (for reference only) .

General Recognized As Safe (GRAS) Specification for US FDA regulation on Stainless steel

- Total Chromium (Cr)

Element	Limit (wt%)	Result (wt%)	Conclusion
Chromium (Cr)	> 10.5 ^a	18.02	/
	> 16 ^b		Pass

Remark: 1. a = Non-cooking tools; b = Cooking tools
 2. Sample is Cooking tools, the information is provided by the customer.

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TEST REPORT

Client: Aerolatte ltd
 Address: Unit 1, The Corn Works, Station Road,
 Radlett, Hertfordshire, WD7 8JY, United
 Kingdom

Report No.: 1001475600
 Date: April 15, 2022

TEST CONDUCTED

Test Results:

Element	Content (wt%)
Iron (Fe)	Remainder
Carbon (C)	0.119
Sulfur (S)	0.0072
Silicon (Si)	0.45
Manganese (Mn)	5.45
Phosphorus (P)	0.036
Chromium (Cr)	17.47
Nickel (Ni)	8.40
Copper (Cu)	0.22
Molybdenum (Mo)	0.19

Conclusion: No suitable grade recommended.
 General Recognized As Safe (GRAS) Specification for US FDA regulation on Stainless steel
 - Total Chromium (Cr)

Element	Limit (wt%)	Result (wt%)	Conclusion
Chromium (Cr)	> 10.5 ^a	17.47	/
	> 16 ^b		Pass

Remark: 1. a = Non-cooking tools; b = Cooking tools
 2. Sample is Cooking tools, the information is provided by the customer.

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TEST REPORT

Client: Aerolatte Ltd
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Kingdom

Report No.: 1001475600
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Product Photos:



***** THE END *****

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UL VS Terms and Conditions

All services are governed by the following Terms and Conditions.

- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- Our Findings.** We do not guarantee that our opinions or findings will be recognized or accepted by third parties.
- 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.
- 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 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.