



TEST REPORT

Client: Address:	ZURU INC. Unit 1201-04 & 06-07, 12/F, Energy Plaza, 92 Granville Road, Tsim Sha Tsui East, Kowloon, Hong Kong		Report No.: Date:	1002176147 February 6, 2024
Attn:		Angel He		
Sample Descripti	on:	ZURU SMASHERS DINO ISLAND GO ZURU SMASHERS HORROR HOUSE ZURU RAINBOCORN KITTYCORN PI ZURU RAINBOCORN EGGZANIA FAI ZURU RAINBOCORN BABYCORNS E	E LARGE/MEDIUM- LUSH SMALL – Slir IRY MANIA - Slime	- Slime ne
Vendor:		ZURU LLC, ZURU PTY Ltd., ZURU U		
Style / Item No.: Country of Origin		ZURU Canada Inc., ZURU New Zealar 74123, 74123A/B, 74123TQ1, 74123TQ 74123EMSLB, 74124, 74124A/B/D, 74124TQ1, 74124 74124SLD,74124SLT, 74124EMSLB, 74125, 74125A/B/D, 74125TQ1, 74125 74125SLD, 74125EMSLB, 92104, 92104A/B/D/E/G/H, 92104TQ1 92106, 92106A/B/D, 92106TQ1, 92106 92106SLB, 92106SLT,92106EMSLB, 92107, 92107A/B/D/E, 92107TQ1, 921 92108, 92108A/B/D/E, 92108TQ, 9210 92108SLD,92108SLT,92108EMSLB China	Q2, 74123SLB,7412 4TQ2,74124EC, 741 74126, 74126SLT, 7 5TQ2,74125EC, 741 , 92104TQ2, 92104 4EC1, 92104F, 921 5TQ2, 92106EC, 92	23SLD, 74123SLT, 124EC1, 74124SLB, 74126EMSLB, 125EC1, 74125SLB, TQ3, 04SLB, 106EC1,92106SLD, 2107EC,92107EC1,
Date(s) of sample Date of Test Peri	es received:	December 18, 2023 December 18, 2023 – February 2, 202	4	

TEST METHOD & RESULTS:

<u>REMARK</u>

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Please refer to next page(s)

Subcontract Report No.: HK20231222005

Note: The results relate only to the items tested.

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

Tephen

Stephen Chan Operation Manager

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SAFETY DATA SHEET

(EU CLP SDS Regulation (EC) No. 1907/2006, 1272/2008 with further amendments)

Issued date: 10 Jan, 2024

1. IDENTIFICATION OF THE SUBSTANCE/PREPARATION AND OF THE COMPANY /UNDERTAKING

1.1 Product identifier

Product name: Slime

Trade name: ZURU SMASHERS - DINO ISLAND -SERIES 1 - GOLD TREASURE HUNT, ZURU SMASHERS - HORROR HOUSE, ZURU RAINBOCORN - KITTYCORN SURPRISE , ZURU RAINBOCORN -EGGZANIA FAIRY MANIA, ZURU RAINBOCORN BABYCORNS DOLLS LARGE/SMALL

Unique formula identifier: Not applicable

REACH registration number: *Not applicable*

1.2 Relevant identified uses of the substance or mixture and uses advised against

Relevant identified uses: For toys

Uses advised against: Not applicable

1.3 Details of the supplier of the safety data sheet

Supplier Name: ZURU.INC

Supplier Address: Unit 1201-04 & 06-07, 12/F, Energy Plaza, 92 Granville Road, Tsim Sha Tsui East, Kowloon,

Hong Kong

Supplier Contact Number: Angel He 15876560592

Supplier e-mail address of competent person: Angel.he@zuru.com

1.4 Emergency telephone number

+86 755 6688 1988 (available during the office hours)

2. HAZARDS IDENTIFICATION

2.1 Classification of the chemicals / substances or mixture

Not classified as a hazardous mixture

2.2 Label elements

Signal Word:	Not required
Pictograms:	Not required
Hazard Statements:	Not required
Precautionary Statements:	Not required

2.3 Other hazards

Persistent, bioaccumulative and toxic or very persistent and very bioaccumulative substances

Not applicable

Endocrine disrupting substances

Not applicable

Other hazardous substances

Not applicable

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3. COMPOSITION/INFORMATION ON INGREDIENTS

Components provided by the client	Substance name	CAS no.	EC no.	REACH Registration No. from ECHA	[weight]	Classification, Specific Conc. Limits (SCL), General Conc. Limit(GCL)(M)- factors(M) and ATEs
Water	Water	7732-18-5	231-791-2	NA	86.10%	Not classified
	Guar gum, 2-hydroxypropy ether	39421-75-5	609-675-1	NA	6%	Not classified (if not inhaled)
Guar gum	Guar gum	9000-30-0	232-536-8	NA	5.32%	Not classified
Sodium Hydrogen Phosphate	Disodium hydrogenorthophosphate	7558-79-4	231-448-7	01-2119489797-11	1.00%	Not classified
Phenoxyethyl Alcohol	2-phenoxyethanol	122-99-6	204-589-7	01-2119488943-21	0.80%	Acute Tox. 4 Eye Dam. 1 STOT SE 3
Potassium sorbate	potassium (E,E)-hexa-2,4-dienoate	24634-61-5	246-376-1	01-2119950315-41	0.50%	Eye Irrit. 2
Blue						
Mica	Mica	12001-26-2	215-479-3	No data	0.12%	Not classified
Titanium dioxide	Titanium dioxide	13463-67-7	236-675-5	01-2119489379-17	0.08%	Not classified (not inhalable, aerodynamic diameter > 10um)
Phthalocyanine Blue	C.I. Pigment Blue 15	147-14-8	205-685-1	01-2119458771-32	0.05%	Not classified
Amaranth	CI 16185	915-67-3	213-022-2	01-2120115908-52	0.03%	Eye Irrit. 2
Pink						
Mica	Mica	12001-26-2	215-479-3	No data	0.12%	Not classified
Titanium dioxide	Titanium dioxide	13463-67-7	236-675-5	01-2119489379-17	0.08%	Not classified (not inhalable, aerodynamic diameter > 10um)
Amaranth	CI 16185	915-67-3	213-022-2	01-2120115908-52	0.07%	Eye Irrit. 2
Phthalocyanine Blue	C.I. Pigment Blue 15	147-14-8	205-685-1	01-2119458771-32	0.01%	Not classified

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Gold						
Mica	Mica	12001-26-2	215-479-3	No data	0.28%	Not classified
Titanium dioxide	Titanium dioxide	13463-67-7	236-675-5	01-2119489379-17	0.28%	Not classified (not inhalable, aerodynamic diameter > 10um)
Ferric oxide	Diiron trioxide	1309-37-1	215-168-2	01-2119457614-35	0.28%	Not classified
Tin(IV) oxide	Tin oxide	18282-10-5	242-159-0	01-2119946062-44	0.28%	Not classified
Green 375C-2						
SUNSET YELLOW	CI 15985	2783-94-0	220-491-7	01-2119943707-29	0.2%	Not classified
Brilliant Blue	CI 42090	3844-45-9	223-339-8	01-2120740569-45	0.08%	Not classified
Blue 7466C						
Brilliant Blue	CI 42090	3844-45-9	223-339-8	01-2120740569-45	0.22%	Not classified
SUNSET YELLOW	CI 15985	2783-94-0	220-491-7	01-2119943707-29	0.06%	Not classified
Purple 265C						
Allura Red	Disodium 6-hydroxy-5-[(2-methoxy-4-su Iphonato-m-tolyl)azo]naphthal ene-2-sulphonate	25956-17-6	247-368-0	01-2119935928-21	0.18%	Not classified
Brilliant Blue	CI 42090	3844-45-9	223-339-8	01-2120740569-45	0.1%	Not classified

4. FIRST AID MEASURES

4.1 Description of First aid measures

Eye contact *Rinse immediately with plenty of water, also under the eyelids. Remove contact lenses. Immediately call in ophthalmologist if eyes do not feel well.*

Skin contact Wash off immediately with plenty of water.

Inhalation *Remove to fresh air in case of accidental inhalation. Call in physician immediately if breathing is difficult or not breathing.*

Ingestion Wash mouth out immediately and thoroughly with plenty of water.

Self-protection of the first aider No data available

4.2 Most important symptoms and effects, both acute and delayed

No data available

4.3 Indication of any immediate medical attention and special treatment needed

Notes to Physician Refer to section 4.1, treat symptomatically.

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5. FIRE-FIGHTING MEASURES

5.1 Extinguishing media

Suitable Extinguishing Media: Extinguishing measures that are appropriate to local circumstances and surrounding environment

Unsuitable extinguishing media: not data available

5.2 Specific hazards arising from the substance or mixture

No relevant data available

5.3 Advice for firefighters

Wear self-contained breathing apparatus and full firefighting turnout gear. Use personal protection equipment

6. ACCIDENTAL RELEASE MEASURES

6.1. Personal precautions, protective equipment and emergency procedures

Use personal protective equipment as required.

Mount respiratory protective device.

Avoid formulation of dust.

6.2. Environmental precautions

Do not discharge into sewerage system, surface/ground water, soil or any water course

6.3. Methods and material for containment and cleaning up

Disposal via a licensed waste disposal contractor.

6.4. Reference to other sections

See section 7, section 8 and section 9

7. HANDLING AND STORAGE

7.1. Precautions for safe handling

Handle in accordance with good industrial hygiene and safety practice.

Work under hood or Ensure good ventilation/exhaustion at the workplace.

Thorough dedusting.

Do not inhale substance/mixture.

Avoid contact with eyes.

7.2. Conditions for safe storage, including any incompatibilities

Store in a cool, dry and ventilated area.

Store in tightly closed original containers.

Incompatible Materials: Manganese trifluoride, Oxygen difluoride, Strong oxidizing agents

7.3. Specific end use(s)

Consumer product

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

8.1. Control parameters

Occupational exposure limit values or limit values that require monitoring at the workplace:

The product does not contain any relevant quantities of materials with critical values that have to be monitored at the workplace.

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Substance	2-Phenoxyethanol			
CAS No.	122-99-6			
	Limit value - Eight hours		Limit value -	Short term
	ppm	mg/m³	ppm	mg/m³
Austria	20	110	20	110
Canada - Ontario	25	141		
Finland	20	110	50 (1)	290 (1)
Germany (AGS)	1 (1)	5,7 (1)	1 (1)(2)	5,7 (1)(2)
Germany (DFG)	1 (1)	5,7 (1)	1 (1)(2)	5,7 (1)(2)
Poland		230		
Switzerland	20	110	20 (1)	110 (1)
	Remarks			
Finland	(1) 15 minutes average value			
Germany (AGS)	(1) Inhalable fraction and vapour			
	(2) 15 minutes average value			
Germany (DFG)	(1) Inhalable fraction and vapour			
	(2) 15 minutes average value			
Switzerland	(1) 15 minutes average value			
Substance	Titanium dioxide			
CAS No.	13463-67-7			
	Limit value - Eight hours		Limit value - Short term	
	ppm	mg/m³	ppm	mg/m³
Australia		10 (1)		
Belgium		10		
Canada - Ontario		10		
Canada - Québec		10 (1)(2)		
Denmark		6 total dust		12 total dust
France		11 inhalable		
		aerosol		
Germany (DFG)		0,3 (1)(2)		2,4 (1)(2)(3)
Ireland		10 (1)		
		4 (2)		
Japan (JSOH)		0,3 (1)		
Latvia		10		
New Zealand		10 (1)		
Norway		5		
People's Republic of		8 (1)		
China		5(1)		
Poland		10 (1)		
Romania		10		15 (1)

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Singapore		10	
South Africa		10	
South Africa Mining		10 (1)	
		5 (2)	
South Korea		10	
Spain		10 (1)	
		5 inhalable	
Sweden		aerosol	
		3 respirable	
Switzerland		aerosol	
USA - OSHA		15 (1)	
United Kingdom		10 (1)	
		4 (2)	
	Remarks		
	(1) This value is for inhalable dust		
Australia	containing no asbestos and < 1%		
	crystalline silica.		
	(1) Inhalable fraction The standard		
Osnada Ostíkas	corresponds to dust containing no		
Canada - Québec	asbestos and the percentage in		
	crystalline silica is less than 1%.		
	(1) Respirable fraction, except		
Germany (DFG)	ultrafine particles (2) Multiplied by		
	the material density (3) 15 minutes		
	average value		
Ireland	(1) Inhalable fraction (2)		
ITEIAIIO	Respirable fraction		
Japan (JSOH)	(1) nanoparticle, as Ti		
	(1) The value for inhalable dust		
New Zealand	containing no asbestos and less		
	than 1% free silica.		
People's Republic of	(1) Inhalable fraction		
China			
Poland	(1) Inhalable fraction		
Romania	(1) 15 minutes average value		
South Africa Mining	(1) Inhalable fraction (2)		
	Respirable fraction		
Spain	(1) Inhalable fraction		
USA - OSHA	(1) Inhalable fraction		
United Kingdom	(1) Inhalable fraction (2)		
	Respirable fraction		

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Substance	Mica			
CAS No.	12001-26-2			
	Limit value - Eight hours	·	Limit value ·	- Short term
	ppm	mg/m³	ppm	mg/m³
Australia		2,5		
Austria		10 inhalable		
Austria		aerosol		
Belgium		3		
Canada - Ontario		3 (1)		
Canada - Québec		3 (1)(2)		
Ireland		3 (1)		
Latvia		4 (1)		
New Zealand		3 (1)		
People's Republic of China		2 (1)		
		1,5 (2)		
		3 respirable		
Singapore		aerosol		
South Africa		6 (1)		
South Africa Mining		10 (1)		
		1 (2)		
South Korea		3 (1)		
Spain		3 (1)		
Ou iteration d		3 respirable		
Switzerland		aerosol		
USA - NIOSH		3 (1)		
USA - OSHA		20 mppcf (1)		
United Kingdom		10 (1)		
		0,8 (2)		
	Remarks			
Canada - Ontario	(1) Respirable aerosol			
	(1) Respirable fraction (2) The			
	standard corresponds to dust			
Canada - Québec	containing no asbestos and the			
	percentage in crystalline silica is			
	less than 1%			
Ireland	(1) Respirable fraction			
Latvia	(1) and phlogopite, muscovite			
New Zealand	(1) Respirable dust			
People's Republic of	(1) Inhalable fraction (2)			

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China	Respirable fraction			
South Africa	(1) Respirable fraction			
Couth Africa Mining	(1) Inhalable fraction (2)			
South Africa Mining	Respirable fraction			
South Korea	(1) Respirable fraction			
Spain	(1) Respirable fraction			
USA - NIOSH	(1) Respirable fraction			
	(1) mppcf × 35.3 = million particles			
USA - OSHA	per cubic meter = particles per c.c.			
United Kingdom	(1) Inhalable fraction (2)			
United Kingdom	Respirable fraction			
Substance	Tin(IV) oxide			
CAS No.	18282-10-5			
	Limit value - Eight hours	I	Limit value	- Short term
	ppm	mg/m³	ppm	mg/m³
Finland		2 (1)		
USA - NIOSH		2		
	Remarks			
Finland	(1) calculated as Sn			
Component	CAS 147-14-8		·	
	Limit value - Eight hours		Limit value	- Short term
	ppm	mg/m ³	ррт	mg/m ³
Latvia		5		

Derived No Effect Level (DNEL): Data not available

Predicted No Effect Level (PNEC): Data not available

8.2. Exposure controls based on the composition in section 3

8.2.1 Appropriate engineering controls:

Use with adequate ventilation, eyewash stations

8.2.2 Personal protection equipment

Eye protection: Wear safety glasses with side shields (or goggles) (European standard - EN166)

Skin protection: Wear appropriate gloves & suitable protective clothing as needed.

Respiratory protection: When dusts are generated, use filtering respiratory protection based on the following standards: DIN EN 143, DIN 14387 and other accompanying standards relating to the used respiratory protection system. Recommended Filter type: Filter type P1

Thermal hazards: Not required for normal conditions of use

8.2.3 Environmental exposure controls

Control measures must be made in accordance with local environmental protection regulation.

9. PHYSICAL AND CHEMICAL PROPERTIES

9.1 Information on basic physical and chemical properties

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- a) Physical state: Paste
- b) Colour: Blue, Pink, Gold, Green 375C-2, Blue 7466C, Purple 265C
- c) Odour: Odorless
- d) Odour threshold: Data not available
- e) Melting point/freezing point: Data not available.
- f) Initial boiling point and boiling range: Data not available
- g) Flammability (solid, gas, liquid): Data not available
- h) Explosion limits: Lower: Data not available; Upper: Data not available
- i) Flash point: *Data not available*
- j) Auto-Ignition temperature: Data not available
- k) Decomposition temperature: Data not available
- I) pH: Data not available
- m) Kinematic Viscosity: Data not available
- n) Solubility: Data not available
- o) Partition coefficient (n-octanol/water): Data not available
- p) Vapour pressure: Data not available
- q) Density / Relative density: Data not available
- r) Relative Vapour density: Data not available
- s) Particle characteristics: Data not available

9.2 Other information

Not applicable

10. STABILITY AND REACTIVITY

10.1 Reactivity

No data available

10.2 Chemical stability

Stable under recommended storage conditions.

10.3 Possibility of Hazardous Reactions

Not known based on the information supplied.

10.4 Conditions to avoid

No data available

10.5 Incompatible materials

Manganese trifluoride, Oxygen difluoride, Strong oxidizing agents

10.6 Hazardous Decomposition Products

Not known based on the information supplied.

11. TOXICOLOGICAL INFORMATION

11.1 Information on hazard classes as defined in Regulation (EC) No 1272/2008

This product has not been tested as a whole. This is based on the available toxicological data of the ingredients used in the product.

Ingredients			
Acute toxicity	Phenoxyethanol: Oral LD50 1,010 – 2,960 mg/kg bw for female rats (ECHA)		
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Skin irritation	Phenoxyethanol: irritating to rabbit's skin
Eye irritation	Phenoxyethanol: Irritating to rabbit's eyes
Skin sensitization	Not applicable
Germ cell Mutagenicity	Not applicable
Carcinogenicity	CI 77891 CAS#13463-67-7:
	The rat is uniquely sensitive to the formation of lung tumours when exposed under conditions of particle overload to titanium dioxide and other poorly soluble low-toxicity particles (Levy, 1995). Although particle overload is observed in other experimental species, such as the mouse, it is only in the rat that a sequence of events is initiated that leads to fibroproliferative disease, septal fibrosis, hyperplasia and eventually lung tumours. Similar pathological changes are not observed in other common laboratory rodents, in non-human primates, or in exposed humans. In addition, detailed epidemiological investigations have shown no causative link between titanium dioxide exposure and cancer risk in humans. At workplace exposure concentrations, no lung cancer hazard has been observed. Thus, a carcinogen rating for titanium dioxide is not warranted. (ECHA)
Reproductive toxicity	Not applicable
Summary of evaluation of CMR properties	Not applicable
STOT-single exposure	Not applicable
STOT-repeated exposure	Not applicable
Aspiration hazard:	Not applicable

11.2 Information on the other hazards

11.2.1 Endocrine disrupting properties substance

Not applicable

11.2.2 Other information

Not applicable

12. ECOLOGICAL INFORMATION

12.1 Aquatic Toxicity *No data available* 12.2 Persistence and degradability

No data available

12.3 Bioaccumulative potential

No data available

12.4 Mobility in soil

No data available

12.5 Results of PBT and vPvB assessment

PBT: No applicable

vPvB: Not applicable

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12.6 Endocrine disrupting properties No data available 12.7 Other adverse effects No data available 12.8 Additional information:

No data available

13. DISPOSAL CONSIDERATIONS

13.1 Waste treatment methods

13.1.1 Product / Packaging disposal: *Dispose of content and/or container in accordance with local, regional, national, and/or international regulations.*

13.1.2 Waste treatment-relevant information: Disposal must be made according to official regulations.

13.1.3 Sewage disposal-relevant information: Avoid disposing into drainage systems and into the environment.

13.1.4 Other disposal recommendations: Not applicable

14. TRANSPORT INFORMATION

14.1. UN number Not classified as dangerous goods 14.2. UN proper shipping name Not applicable 14.3. Transport hazard class(es) Not applicable 14.4. Packing group Not applicable 14.5. Environmental hazards Not applicable 14.6. Special precautions for user

Transport within user's premises: always transport in closed containers that are upright and secure. Ensure that persons transporting the product know what to do in the event of an accident or spillage

14.7. Maritime transport in bulk according to IMO instruments

Not applicable

15. REGULATORY INFORMATION

15.1 Safety, health and environmental regulations/legislation specific for the substance or mixture SVHC Candidate List of REACH Regulation Annex XIV Authorization

None of the ingredients is listed

REACH SVHC list (Candidate List of substances of very high concern for Authorization)

None of the ingredients is listed

15.2 Chemical Safety Assessment:

No Chemical Safety Report as per REACH Regulation has been carried out for this product.

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16. OTHER INFORMATION

16.1 Indication of changes

Issuing Date Jan-10-2024

16.2 Abbreviations and acronyms

ADR: European agreement concerning the international carriage of dangerous goods by Road. IMDG: International Maritime Dangerous Goods.

IATA: International Air Transport Association.

PBT: Persistent, bioaccumulable and toxic.

PvB: Very persistent, very bioaccumulable.

SVHC: Substances of very high concern.

UN: United Nations

EINECS: European Inventory of Existing Commercial Chemical Substances ELINCS: European List of Notified Chemical Substances

CAS: Chemical Abstracts Service (division of the American Chemical Society)

REACH: Registration, Evaluation, Authorisation and Restriction of Chemicals Regulation (EC) No 1907/2006 LC50: Median Lethal Concentration

LD50: Median Lethal Dose

16.3 Key literature references and sources for data

https://echa.europa.eu/information-on-chemicals

16.4 Classification and procedure used to derive the classification for mixtures according to Regulation (EC) 1272/2008 [CLP]

This is based on expert judgement under CLP regulation.

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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.
- Payment Terms. You will pay, without set off, our fees and related expenses in accordance with our then current pricing or as set out on 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.
- 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.
- 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 ("Your Information"), 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 OR ANY CLAIMS FOR LOSS, DAMAGE, OR EXPENSE OF ANY NATURE AND HOWSOEVER ARISING INCLUDING WITHOUT LIMITATION CLAIMS 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 INCIDENTAL, SPECIFIC SERVICES WHICH GIVE RISE TO SUCH CLAIMS, UNDER NO CIRCUMSTANCE WILL WE HAVE ANY LIABILITY FOR ANY CLAIMS FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, 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 CLIMS 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 OF THE PERFORMANCE BY OS OF THE SERVICES WHICH GIVE RISE TO THE CLAIM OR, IN THE EVENT OF ANY ALLEGED NON-PERFORMANCE, WITHIN TWELVE MONTHS OF THE DATE OF SUCH SCHULD 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 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: "Fresident, 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.
- 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.
- 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 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. 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 adording to add, change, or disregard any term 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 complex formate arise 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
- 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, governmental actions, epidemics, 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.