



TEST REPORT

Supersede test report serial number 1001438464, issue date January 21, 2022

Client: **ZURU INC** 1001438464R001 Report No.:

Address: Unit 1201-04 & 06-07, 12/F, Energy Plaza, April 11, 2024 Date:

92 Granville Road, Tsim Sha Tsui East,

Kowloon, Hong Kong

Attn: Angel

Sample Description: RAINBOCORNS EGGZANIA SLIME

9258/9258EC/9258A/B/D/E/G/H/J,9258SQ1,9258SQ2,9258UQ1,9258UQ2, Style/Item No.:

9258SLT,9258SLB,9258EMSLB,9263,9263SLT,9263EMSLB; 9548/9548TQ1/9548TQ2/9548TQ3/9548SLT/9548SLB/9548EC/

9548SQ1/9548SQ2/9548SQ3/9548UQ1/9548UQ2/9548UQ3/MB116/MSLD90

ZURU LLC, ZURU PTY Ltd., ZURU UK Limited, ZURU France, ZURU Germany GmbH, Vendor:

ZURU Canada Inc., ZURU New Zealand Limited, ZURU Italy SRL, ZURU Limited

Country of Origin: China

Date(s) of samples received: December 2, 2021

Date of Test Period: December 2, 2021 - January 21, 2022

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

REMARK

The Safety Data Sheet was performed at an UL approved subcontract lab.

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Notes: 1. The results relate only to the items tested.

2. As per client's requested, Style/Item No. (9548/9548TQ1/9548TQ2/9548TQ3/9548SLT/9548SLB/9548EC/ 9548SQ1/9548SQ2/9548SQ3/9548UQ1/9548UQ2/9548UQ3/MB116/MSLD90) was added.

For and on behalf of :

UL VS Shanghai Limited Shenzhen Branch

Lephen (han

Stephen Chan **Operation Manager**

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Safety Data Sheet

according to Regulation (EC) 1272/2008 & 2020/878

Slime

Version: 1.0 Rev. Date: 12.15.2021

SECTION 1: Identification of the substance/mixture and of the company/undertaking

- 1.1 Product Identifier: Slime
- 1.2 Relevant identified uses of the substance or mixture and uses advised against: Toy
- 1.3 Details of the responsible party of the safety data sheet:

SECTION 2: Hazards Identification according to Regulation (EC) No 1272/2008 & 2020/878 [CLP]

2.1 Classification of the substance or mixture

R phrases:

NA

S phrases:

NA

GHS Classification

Hazard categories:

NA

2.2 Label Elements (GHS Classification)

Signal Word: NA Pictogram: NA

Hazard statements: NA Precautionary statements:

P264 - Wash exposed areas. thoroughly after handling.

P270 - Do not eat, drink or smoke when using this product.

P280 - Wear eye protection, protective gloves, protective clothing.

P301+P312 - If swallowed, call a doctor if you feel unwell.

P305+P351+P338 - If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses,

if present and easy to do. Continue rinsing.

P330 - If swallowed, rinse mouth.

P337+P313 - If eye irritation persists: Get medical advice/attention.

P501 - Dispose of contents/container to local, regional, national, and international regulations.

Additional Advice on labeling: NA

2.3 Other Hazards

NA

SECTION 3: Composition/information on ingredients

3.1 Substance

Chemical Name	Common Name	CAS No.	EC No.	Function	Composition Range
Water	Water	7732-18-5	231-791-2	Solvent	75-100%
Hydroxypropyl Guar Gum	Hydroxypropyl Guar Gum	39421-75-5	609-675-1	Antistatic, Binding, Emulsion Stabilizing, Film Forming, Surfactant, Viscosity Controlling	5-10%
Sodium Hydrogen Phosphate	Sodium Hydrogen Phosphate	7558-79-4	231-448-7	Anticorrosive, Buffering, Masking	1-5%
2-phenoxyethyl	2-phenoxyethyl	122-99-6	204-589-7	Preservative	0.1-1%

Alcohol	Alcohol				
Potassium Sorbate	Potassium Sorbate	590-00-1	246-376-1	Preservative	0.1-1%
Guar Gum	Guar Gum	9000-30-0	232-536-8	Film Forming, Viscosity Controlling	5-10%
Amaranth	Amaranth	915-67-3	213-022-2	Colorant	0.1-1%
Tartazine	Tartazine	1934-21-0	217-699-5	Colorant	0-0.1%
Mica	Mica	12001-26-2	215-479-3	Colorant	0.1-1%
Titanium Dioxide	Titanium Dioxide	13463-67-7	236-675-5	Colorant	0-0.1%
Aureusidin	Aureusidin	38216-54-5	NA	Solvent	0.1-1%
Phthalocyanine Blue	Phthalocyanine Blue	147-14-8	205-685-1	Colorant	0.1-1%
Pigment Green 7	Pigment Green 7	1328-53-6	215-524-7	Colorant	0-0.1%
Denatonium	Denatonium	3734-33-6	223-09-52	Denaturant, Masking	0-0.1%

No known impurities, traces of impurities or heavy metals are present in this composition. Colorants are in Conformity with Regulation (EC) No 1272/2008 & 2020/878 [CLP].

Full text of R and H phrases: see Section 16.

3.2 Mixtures

Chemical characterization

NA

SECTION 4: First aid measures

4.1 Description of first aid measures

General information

Remove contaminated soaked clothing immediately. If you feel unwell, seek medical advice.

After inhalation

Move to fresh air in case of accidental inhalation of vapours. In the event of symptoms refer for medical treatment.

After contact with eves

Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. Seek medical treatment by eye specialist.

After ingestion

Drink plenty of water. Do not induce vomiting. Summon a physician immediately. Induce vomiting only upon the advice of a physician.

4.2 Most important symptoms an effects, both acute and delayed

May cause drowsiness or dizziness. Causes serious eye damage. Attention. Beware; danger of aspiration.

4.3 Indication of any immediate medical attention and special treatment needed

Treat symptoms.

Section 5: Firefighting measures

5.1 Extinguishing media

Suitable extinguishing media

Foam, dry chemical, carbon dioxide (CO2), water-spray.

Extinguishing media which must not be used for safety reasons

Full water jet.

5.2 Special hazards arising from the substance or mixture

Avoid generating dust; fine dust dispersed in air in sufficient concentrations, and in the presence of an ignition source is a potential dust explosion hazard. Upon decomposition, this product emits carbon monoxide, carbon dioxide and/or low molecular weight hydrocarbons.

5.3 Advice for firefighters

Use breathing apparatus with independent air supply. Wear full protective suit when fighting fires involving chemicals. Use water spray to cool containers expose to fire.

5.4 Additional information

Vapours are heavier than air and spread along the ground. The vapour/air mixture is explosive, even in empty, uncleaned receptacles. Closed containers may build up pressure at elevated temperatures. If possible, containers should be cooled with a water spray. Fire residues and contaminated firefighting water must be disposed of in accordance with the local regulations.

Section 6: Accidental release measures

6.1 Personal precautions, protective equipment an emergency procedures

Ensure adequate ventilation. In case of vapour formation use a respirator. Avoid contact with skin, eyes and clothing. Keep away from sources of ignition.

6.2 Environmental precautions

Do not discharge into the drains/surface waters/groundwater.

6.3 Methods and material for containment and cleaning up

Soak up with inert absorbent material (e.g. sand, silica gel, acid binder, universal binder). Shovel into suitable container for disposal.

6.4 Reference to other sections

Observe protective instructions (see Sections 7 and 8). Information for disposal look up chapter 13.

Section 7: Handling and storage

7.1 Precautions for safe handling

Advice on safe handling

Ensure adequate ventilation. When using, do not eat, drink or smoke. Avoid contact with eyes.

Advice on protection against fire and explosion

Keep product and empty container away from heat and sources of ignition. Do not smoke - volatile. Take precautionary measures against static discharges.

7.2 Conditions for safe storage, including any incompatibilities

Requirements for storage rooms and vessels

Keep container upright and tightly closed in a dry, cool and well-ventilated place. Pay attention to antiexplosion rules.

Advice on storage compatibility

Incompatible with: Oxidizing agents. Alkaline metals and earth alkaline metals.

Further information on storage conditions

Keep away from food, drink and animal feeding stuffs.

7.3 Specific end uses

Consumer product

SECTION 8: Exposure controls/person protection

8.1 Control parameters

Exposure limits

CAS	S No.	Substance	ppm	mg/m³	fibers/ml	Category	Origin
ı	NA	NA	NA	NA	NA	NA	NA

8.1.2 DNEL values

DNEL Worker

DNEL Type	DNEL Value	Assessment Conclusion	Most sensitive endpoint	Overall Assessment Factor	Dose Descriptor starting point
Long Term via inhalation (systemic)	NA	NA	NA	NA	NA
Short Term via inhalation (systemic)	NA	NA	NA	NA	NA
Long Term via inhalation (local)	NA	NA	NA	NA	NA
Short Term via inhalation (local)	NA	NA	NA	NA	NA
Long Term via dermal (systemic)	NA	NA	NA	NA	NA
Short Term via dermal (systemic)	NA	NA	NA	NA	NA
Long Term via dermal (local)	NA	NA	NA	NA	NA
Short Term via dermal (local)	NA	NA	NA	NA	NA

General Population

General Population		T		1	
DNEL Type	DNEL Value	Assessment Conclusion	Most sensitive endpoint	Overall Assessment Factor	Dose Descriptor starting point
Long Term via inhalation (systemic)	NA	NA	NA	NA	NA
Short Term via inhalation (systemic)	NA	NA	NA	NA	NA
Long Term via inhalation (local)	NA	NA	NA	NA	NA
Short Term via inhalation (local)	NA	NA	NA	NA	NA
Long Term via dermal (systemic)	NA	NA	NA	NA	NA
Short Term via dermal (systemic)	NA	NA	NA	NA	NA
Long Term via dermal (local)	NA	NA	NA	NA	NA
Short Term via dermal (local)	NA	NA	NA	NA	NA
Long Term via oral (systemic)	NA	NA	NA	NA	NA
Short Term via oral (systemic)	NA	NA	NA	NA	NA

8.2 Exposure Controls

Engineering measures

Where feasible, isolate mixing rooms and other areas where this material is used or openly handled. Maintain these areas under negative air pressure relative to the rest of the plant. Where feasible, use closed systems to transfer and process this material

Protective and hygiene measures

Do not inhale vapours. When using, do not eat, drink or smoke. Avoid contact with the eyes. Remove and wash contaminated clothing before re-use.

Respiratory protection

Use with adequate ventilation. In case of insufficient local exhaust ventilation and/or handling with open equipment: Respiratory air fed breathing apparatus if there is a risk of exposure to high vapour concentrations.





Eye protection

Wear safety goggles. Eye wash bottle with pure water.

Skin protection

Wear gloves with breakthrough times >480 minutes: Nitrile rubber gloves. Butyl rubber gloves. (complying to EN 374-3) The exact choice of glove type depends on the type of work being undertaken. Gloves should be chosen in consultation with a glove manufacturer and after a full assessment of the working conditions. Gloves should be replaced regularly.

Body protection

Standard work wear and safety boots for normal handling and use.

SECTION 9: Physical and chemical properties

9.1 Information on basic physical and chemical properties

Color: Not applicable	Flash point: Not applicable
Physical State: Not applicable	Solubility In Water: Insoluble
Odor: Not applicable	Viscosity: Not applicable
Specific Gravity: Not applicable	Refractive Index: Not applicable
pH: Not applicable	Gas Chromatograph: Not applicable

SECTION 10: Stability and Reactivity

10.1 Reactivity

No decomposition if stored and applied as directed.

10.2 Chemical Stability

Stable under normal conditions.

10.3 Possibility of hazardous reactions

Reactions with oxidizing agents. Reactions with alkali metals. Reactions with earth alkali metals.

10.4 Conditions to avoid

High temperatures. Proximity to sources of ignition.

10.5 Incompatible materials

Strong mineral acids or oxidizing agents. Aluminum at higher temperatures.

10.6 Hazardous decomposition products

Stable under normal conditions. Combustion will generate oxides of carbon.

SECTION 11: Toxicological Information

11.1 Information on toxicological effects

Acute Toxicity

CAS No.	Chemical Name	Exposure Routes	Method	Dose	Species
NA	NA	NA	NA	NA	NA

Irritation and Corrosivity

Skin irritation: NA Eye irritation: NA

Sensitizing Effects: Not sensitizing.

Severe effects after repeated or prolonged exposure

STOT - Single exposure: Not classified. STOT - Repeated exposure: Not classified.

Aspiration hazard: Not classified.

Carcinogenic/mutagenic/toxic effects for reproduction

Carcinogenicity: Not classified.

Mutagenicity: Not classified.

Reprouctive toxicity: Not classified.

Additional information on tests

Classification in compliance with the assessment procedure specified in Regulation (EC) No 1272/2008 &

2020/878 [CLP] Further information

Ingestion causes irritation of upper respiratory system and gastrointestinal disturbance. Swallowing renders reabsorption possible.

If appropriately handled and if in accordance with the general hygienic rules, no damages to health have become known.

SECTION 12: Ecological information

12.1 Toxicity

CAS No.	Chemical Name	Exposure Routes	Method	Dose	Species
NA	NA	NA	NA	NA	NA

12.2 Persistence and degradability Readily Biodegradable

12.3 Bioaccumulative potential

12.4 Mobility in soil

12.5 Results of PBT and vPvB assessment

According to Regulation (EC) No 1272/2008 & 2020/878 [CLP] none of the substances, contained in this product are a PBT/vPvB substance.

12.6 Other adverse effects

Low hazard to waters.

Further Information

Ecological injuries are not known or expected under normal use. Do not flush into surface water or sanitary sewer system. When low concentrations are discharged correctly into adapted biological sewage treatment plants, interference with the degradation activity of activated sludge is not likely.

SECTION 13: Disposal considerations

13.1 Waste treatment methods

Substance disposal

Dispose of in accordance with all applicable local and national regulations. Use recovery/recycling where feasible, otherwise incineration is the recommended method of disposal. If correctly incinerated this material will decompose to carbon dioxide and water only.

Waste disposal number of waste from residues/unused products

070604 WASTES FROM ORGANIC CHEMICAL PROCESSES; wastes from the

MFSU of fats, grease, soaps, detergents, disinfectants and cosmetics; other organic solvents, washing liquids and mother liquors Classified as hazardous waste.

Contaminated packaging

Empty containers may contain hazardous residues. Do not cut, puncture or weld on or near to the container. Labels should not be removed from containers until they have been cleaned. Contaminated containers must not be treated as household waste. Containers should be cleaned by appropriate methods and then re-used or disposed of by landfill or incineration as appropriate. Do not incinerate closed containers.

SECTION 14: Transport Information

Land transport (ADR/RID)

- 14.1 UN Number: NA
- **14.2 UN Proper Shipping Name:** NA
- 14.3 Transport hazard class(es): NA
- 14.4 Packing Group: NA

Inland waterways transport (AND)

- 14.1 UN Number: NA
- 14.2 UN Proper Shipping Name: NA14.3 Transport hazard class(es): NA
- 14.4 Packing Group: NA Marine transport (IMDG)
- 14.1 UN Number: NA
- 14.2 UN Proper Shipping Name: NA14.3 Transport hazard class(es): NA
- 14.4 Packing Group: NA

Air transport (ICAO)

- 14.1 UN Number: NA
- 14.2 UN Proper Shipping Name: NA
- 14.3 Transport hazard class(es): NA
- 14.4 Packing Group: NA
- 14.5 Environmental hazards

Dangerous for the environment: No.

14.6 Special precautions for user

Handle in accordance with good industrial hygiene and safety practice.

14.7 Transport in bulk according to Annex II of MARPOL73/78 and the IBC Code

The transport takes place only in approved and appropriate packaging.

SECTION 15: Regulatory Information

15.1 Safety, health, and environmental regulations/legislation specific for the substance or mixture

15.1.1 EU Regulatory information

Not Applicable

15.1.2 National Regulations (Germany)

Restrictions of occupation: Observe employment restrictions for young people. Observe employment restrictions for child bearing mothers and nursing.

Störfallverordnung (12.BlmSchV)

Wassergefährdungsklasse (water hazard class): 1 - slightly water contaminating

Technische Anleitung Luft (TA-Luft): NA

15.1.3 Additional Information

Consumer product.

15.2 Chemical Safety Assessment

For this substance a chemical safety assessment has not been carried out.

SECTION 16: Other Information

- 16.1 Indications of changes
- 16.2 Abbreviations and acronyms
- 16.3 Key literature references and sources for data
- 16.4 Classification for mixtures and used evaluation method according to regulation (EC) 1207/2008 [CLP]
- 16.5 Relevant R-, H-, and EUH-phrases (number and full text)
 Full text of R phrases referred to under Sections 2 and 3
 Full text of H statements referred to under Sections 2 and 3
- 16.6 Training advice
- 16.7 Further information

The information provided on this SDS is correct to the best of our knowledge, information and belief at the date of its publication. The Information given is designed only as a guide for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered as a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other material or in any process, unless specified in the text. Various Federal, State or Provincial agencies may have specific regulations concerning the transportation, handling, storage, use, or disposal of this product which may not be reflected in this SDS. The user should review these regulations to ensure full compliance.

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- 2. Retailer Programs. If you request us to test compliance with retailer, carrier or other third party program ("Retailer") by requesting Services under the Retailer's program, you consent to our disclosure of all associated information, materials, and deliverables to such Retailer and acknowledge that, notwithstanding any terms to the contrary in these 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 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.
- 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.
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- 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.
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- 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 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 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 OF THE PERFORMANCE WILL WE 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.
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- 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 Ptc. 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.
- 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 principals.
- 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 Relates 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 arbitrators name will represent the contraction of the panel of three (3) arbitrators. The arbitrators 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 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, 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.