

TEST REPORT

Applicant: Innovative Eyewear, Inc
Address: 11900 Biscayne Bl, Suite 630 North Miami,
FL 33181, USA

Report No: 1002924538
Date: December 19, 2025

Attn: Cici
Sample Description : Smart Eyewear

Quantity Submitted : 15 pieces
Item No. : LCD008-30
Protector Type : Spectacles
Material : Not Provided
Impact Mark : Not Provided
Headform : 1-M
Scale No. : G0-3
Frame Color : BLACK
Lens Color : Not Provided
Lens Type : Photochromic Lenses
P.O. No. : Not Provided
Age Grading for Testing : Not Provided
Supplier : Shenzhen Gonbes Technology Co Ltd
Buyer : Not Provided
Goods Exported to : Not Provided
Country of Origin : Not Provided
Date(s) of Samples Received : December 2, 2025 & December 16, 2025
Date of Test Period : December 2, 2025 – December 19, 2025

REMARK:

The tests were performed at an UL approved subcontract lab.

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Subcontract Report No.: YW20251197

Note: The results relate only to the items tested.

For and on behalf of :

UL VS Shanghai Limited Shenzhen Branch



Hedy Li - Laboratory Manager
(Eyewear Department)



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SZ-FAF-001 (2024-02-04)

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No. YW20251197



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TESTING
CNAS L1071

TEST REPORT

Product: Smart Eyewear

Model: LCD008-30

Applicant: Innovative Eyewear, Inc

Date of issue: 2025-12-16

GIMT

GUANGZHOU INSTITUTE OF MEASUREMENT AND TESTING TECHNOLOGY



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* * * * *



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TEST REPORTS

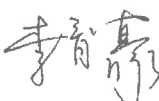
Information

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Report No.	YW20251197
Commission No.	G4003354
Testing Laboratory	Guangzhou Institute of Measurement and Testing Technology
Address	No.19, Jiantashan Road, Kexuecheng, Guangzhou, Guangdong, China
Applicant	Innovative Eyewear, Inc
Address	11900 Biscayne Bl, Suite 630 North Miami, FL 33181, USA
Information of samples	
Product	Smart Eyewear
Brand name	—
Model	LCD008-30
Manufacturer	Shenzhen Gonbes Technology Co., Ltd.
Address	501, Bldg 3, Mongliyuan Park, Yousong Rd, Longhua Dist., SHENZHEN GUANGDONG, CHINA
Quantity submitted	15 pcs.
Environmental condition	
Temperature	(20.9~22.4) °C
Relative humidity	(51~59) %
Test requested	EN ISO 16321-1:2022
Test method	ISO 18526-1:2020, ISO 18526-2:2020, ISO 18526-3:2020
Results	Please refer to the following pages.
Conclusion	Please refer to the following pages.
Date	
Date of receipt	2025-12-03
Period of testing	2025-12-03 to 2025-12-15
Date of issue	2025-12-16

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Reviewed by:  张洁

Tested by:  王水玲

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Description of samples:

Type: Spectacles

Scale number: G0-3

Quantity submitted: 15 pcs

Photo of samples:



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TEST RESULTS

EN ISO 16321-1:2022

Eye and face protection for occupational use
-Part 1: General requirements

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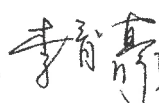
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Comment:

Clause	Requirement	Result
4	General requirements for protectors	
4.3	Construction and adjustment	Pass
5	Geometrical optical requirements for protectors	
5.1	Field of vision	Pass
5.2	Refractive power and prismatic power for plano lenses	Pass
5.3	Mounted prescription lenses	N/A
5.4	Single-vision ready-to-wear near-vision lenses (lenses with positive spherical power)	N/A
5.5	Enhanced optical performance(optional requirement)	N/A
6	Physical optical requirements for protectors	
6.1	Detection of signal lights	Pass
6.2	Luminous transmittance of lenses without deliberate filter action	N/A
6.3	Specific requirements for different types of filter	
6.3.3	Sunglare filters for occupational use	Pass
6.4	Uniformity of luminous transmittance and transmittance matching	Pass
6.5	Scattered light	Pass
6.6	Frame transmittance	Pass
6.7	Anti-reflective coated lenses(optional requirement)	N/A
7	Physical and mechanical requirements for protectors	
7.1	Area to be protected	
7.1.2	Area to be protected by eye protectors	Pass
7.1.3	Area to be protected by face protectors	N/A
7.1.4	Lateral protection	Pass
7.2	Headbands and harnesses	N/A
7.3	Quality of material and surface of mounted and unmounted lenses, visors and filters	Pass
7.4	Basic impact level of complete protectors	Pass
7.5	Resistance to thermal exposure	Pass
7.6	Resistance to UV radiation	Pass
7.7	Resistance to corrosion	Pass
7.8	Resistance to ignition	Pass
7.9	Penetration of vents and gaps	N/A

#1: N/A means the test item does not apply to the test objects.

—See next page—

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4 General requirements for protectors

4.3 Construction and adjustment

Requirements:

- a) Areas of the peotector that may, during intended use, come into contact with the wearer shall be free from projections, sharp edges or other features likely to cause discomfort or injury during use.
- b) Any part of the protector that can be adjusted or removed by the wearer for the purpose of replacement shall facilitate adjustment, removal and attachment without the use of tools.
- c) Any adjustment system incorporation in the protector shall maintain the intended fit for the foreseeable conditions of use.

Test sample: 1

Result: Pass.

5 Geometrical optical requirements for protectors

5.1 Field of view

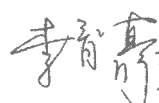
The requirements and test results of field of view see Table 1.

Table 1. Requirements and test results of field of view

Performance parameter	Sample	Measurements		Requirements	Result (Pass/Fail)
		R	L		
Temporally in the horizontal meridian	1	84 °	85 °	≥60 °	Pass
Nasally in the horizontal meridian	1	43 °	43 °	≥30 °	Pass
Superiorly in the vertical meridian	1	53 °	53 °	≥30 °	Pass
Inferiorly in the vertical meridian	1	54 °	54 °	≥30 °	Pass

Result: Pass.

——See next page——

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5.2 Refractive power and prismatic power for plano lenses

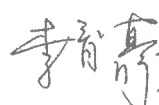
The requirements and test results of refractive power and prismatic power see Table 2.

Table 2. Requirements and test results of refractive power and prismatic power

Performance parameter	Sample	Measurements		Requirements	Result (Pass/Fail)
		R	L		
Spherical power dioptries	1	0.00 D	0.00 D	±0.12 D	Pass
	2	+0.01 D	0.00 D		
	3	0.00 D	0.00 D		
Cylindrical power dioptries	1	0.01 D	0.01 D	≤0.12 D	Pass
	2	0.02 D	0.00 D		
	3	0.01 D	0.01 D		
Maximum difference between the measured spherical powers of the right and left lenses	1	0.00 D		≤0.18 D	Pass
	2	0.01 D			
	3	0.00 D			
Prism imbalance of complete eye protectors or plano lenses covering both eyes prism dioptries	1	Horizontal: Base out ,0.16 Δ Vertical: 0.02 Δ		Horizontal: Base out: ≤1.00 Δ Base in: ≤0.25 Δ	Pass
	2	Horizontal: Base out ,0.15 Δ Vertical: 0.05 Δ			
	3	Horizontal: Base out ,0.18 Δ Vertical: 0.01 Δ		Vertical: ≤0.25 Δ	

Result: Pass.

—See next page—

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TEST RESULTS

EN ISO 16321-1:2022

Eye and face protection for occupational use
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6 Physical optical requirements for protectors

6.1 Detection of signal lights

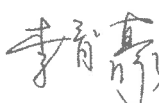
The requirements and test results of detection of signal lights (Faded state) see Table 3-1.

Table 3-1. Requirements and test results of detection of signal lights (Faded state)

Performance parameter	Sample	Measurements		Requirements	Result (Pass/Fail)
		R	L		
The spectral transmittance	1	$0.98 \tau_v$	$0.98 \tau_v$	$\geq 0.20 \tau_v$	Pass
	2	$0.98 \tau_v$	$0.98 \tau_v$		
	3	$0.98 \tau_v$	$0.98 \tau_v$		
The relative visual attenuation coefficient Q for red signal light	1	1.02	1.02	≥ 0.80	Pass
	2	1.02	1.01		
	3	1.02	1.02		
The relative visual attenuation coefficient Q for yellow signal light	1	1.00	1.00	≥ 0.80	Pass
	2	1.00	1.00		
	3	1.00	1.00		
The relative visual attenuation coefficient Q for green signal light	1	1.00	1.00	≥ 0.80	Pass
	2	1.00	1.00		
	3	1.00	1.00		
The relative visual attenuation coefficient Q for blue signal light	1	1.01	1.01	≥ 0.80	Pass
	2	1.01	1.01		
	3	1.01	1.01		

Result: Pass.

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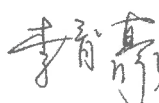
The requirements and test results of detection of signal lights (Darkened state) see Table 3-2.

Table 3-2. Requirements and test results of detection of signal lights(Darkened state)

Performance parameter	Sample	Measurements		Requirements	Result (Pass/Fail)
		R	L		
The spectral transmittance	1	$0.68 \tau_v$	$0.68 \tau_v$	$\geq 0.20 \tau_v$	Pass
	2	$0.68 \tau_v$	$0.68 \tau_v$		
	3	$0.68 \tau_v$	$0.68 \tau_v$		
The relative visual attenuation coefficient Q for red signal light	1	1.38	1.38	≥ 0.80	Pass
	2	1.38	1.38		
	3	1.38	1.38		
The relative visual attenuation coefficient Q for yellow signal light	1	0.98	0.98	≥ 0.80	Pass
	2	0.98	0.98		
	3	0.98	0.98		
The relative visual attenuation coefficient Q for green signal light	1	0.96	0.96	≥ 0.80	Pass
	2	0.96	0.96		
	3	0.96	0.96		
The relative visual attenuation coefficient Q for blue signal light	1	1.40	1.40	≥ 0.80	Pass
	2	1.40	1.40		
	3	1.40	1.40		

Result: Pass.

—See next page—

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TEST RESULTS

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6.3 Specific requirements for different types of filter

6.3.3 Sunglare filters for occupational use

6.3.3.2 Luminous and spectral transmittance and scale numbers

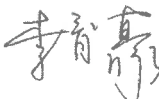
The requirements and test results of luminous and spectral transmittance and scale numbers (Faded state) see Table 4-1.

Table 4-1. Requirements and test results of luminous and spectral transmittance and scale numbers(Faded state)

Performance parameter	Sample	Measurements		Requirements (Scale number: G0)	Result (Pass/Fail)
		R	L		
$\tau_{\text{SUVB}}(280 \text{ nm} \sim 315 \text{ nm})$	1	0.00%	0.00%	$\leq 0.03 \tau_{\text{v,D65}}$	Pass
	2	0.00%	0.00%		
	3	0.00%	0.00%		
$\tau_{\text{SUVA}}(315 \text{ nm} \sim 380 \text{ nm})$	1	0.00%	0.00%	$\leq 0.5 \tau_{\text{v,D65}}$	Pass
	2	0.00%	0.00%		
	3	0.00%	0.00%		
$\tau_{\text{m}}(380 \text{ nm} \sim 400 \text{ nm})$	1	0.00%	0.00%	$\leq 0.75 \tau_{\text{v,D65}}$	Pass
	2	0.00%	0.00%		
	3	0.00%	0.00%		
$\tau_{\text{v,D65}}(380 \text{ nm} \sim 780 \text{ nm})$	1	83.75%	83.92%	$80\% \leq \tau_{\text{v,D65}} < 100\%$	Pass
	2	83.68%	83.49%		
	3	83.95%	83.88%		
The illuminant is CIE standard illuminant D65.					

Result: Pass.

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The requirements and test results of luminous and spectral transmittance and scale numbers (Darkened state) see Table 4-2.

Table 4-2. Requirements and test results of luminous and spectral transmittance and scale numbers(Darkened state)

Performance parameter	Sample	Measurements		Requirements (Scale number: G3)	Result (Pass/Fail)
		R	L		
$\tau_{\text{SUVB}}(280 \text{ nm} \sim 315 \text{ nm})$	1	0.00%	0.00%	$\leq 0.03 \tau_{\text{v,D65}}$	Pass
	2	0.00%	0.00%		
	3	0.00%	0.00%		
$\tau_{\text{SUVA}}(315 \text{ nm} \sim 380 \text{ nm})$	1	0.00%	0.00%	$\leq 0.25 \tau_{\text{v,D65}}$	Pass
	2	0.00%	0.00%		
	3	0.00%	0.00%		
$\tau_{\text{m}}(380 \text{ nm} \sim 400 \text{ nm})$	1	0.00%	0.00%	$\leq 0.5 \tau_{\text{v,D65}}$	Pass
	2	0.00%	0.00%		
	3	0.00%	0.00%		
$\tau_{\text{v,D65}}(380 \text{ nm} \sim 780 \text{ nm})$	1	16.49%	16.84%	$8\% \leq \tau_{\text{v,D65}} < 18\%$	Pass
	2	16.38%	16.59%		
	3	16.19%	16.44%		

Result: Pass.

6.3.3.3 Marking of sunglare filters

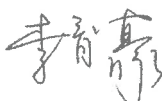
Requirement:

Sunglare filters that meet the mandatory transmittance requirements given in EN ISO 16321-1:2022 Table 8 shall be marked by code letter G. Sunglare filters of shade numbers 0, 1, 2 or 3 that comply with the requirements of 6.1, detection of signal lights, shall be marked with G0, G1, G2 or G3. Sunglare filters of scale number G0, G1, G2 or G3 are suitable for road use and driving.

Test samples: 1~3

Result: Pass.

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TEST RESULTS

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6.3.3.4 Additional transmittance requirement

6.3.3.4.1 Photochromic filters

The requirements and test results of photochromic filters see Table 5.

Table 5. Requirements and test results of photochromic filters

Performance parameter	Sample	Measurements		Requirements	Result (Pass/Fail)
		R	L		
The photochromic response PR	1	5.08	4.98	≥1.25	Pass
	2	5.11	5.03		
	3	5.19	5.10		

Result: Pass.

6.4 Uniformity of luminous transmittance and transmittance matching

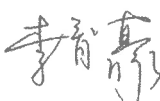
The requirements and test results of uniformity of luminous transmittance and transmittance matching see Table 6.

Table 6. Requirements and test results of uniformity of luminous transmittance and transmittance matching

Performance parameter	Sample	Measurements		Requirements	Result (Pass/Fail)
		R	L		
the relative variations of the luminous transmittance	1	1.6%	0.9%	≤10%	Pass
	2	1.6%	1.2%		
	3	1.7%	0.9%		
the relative difference of the luminous transmittance between the right and left eye	1	0.2%		≤15%	Pass
	2	0.2%			
	3	0.1%			
The illuminant is a narrow spectral band of light with a maximum spectral energy at (555±25) nm.					

Result: Pass.

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6.5 Scattered light

The requirements and test results of scattered light see Table 7.

Table 7. Requirements and test results of scattered light

Performance parameter	Sample	Measurements		Requirements	Result (Pass/Fail)
		R	L		
wide angle scatter	1	0.28%	0.27%	≤3.0%	Pass
	2	0.29%	0.30%		
	3	0.31%	0.33%		
The illuminant is CIE standard illuminant A.					

Result: Pass.

6.6 Frame transmittance

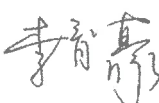
The requirements and test results of frame transmittance see Table 8.

Table 8. Requirements and test results of frame transmittance

Performance parameter	Sample	Measurements		Requirements	Result (Pass/Fail)
		R	L		
$\tau_{\text{SUVB}}(280 \text{ nm} \sim 315 \text{ nm})$	1	0.00%	0.00%	$\leq 0.03 \tau_{\text{v,D65}}$	Pass
	2	0.00%	0.00%		
	3	0.00%	0.00%		
$\tau_{\text{SUVA}}(315 \text{ nm} \sim 380 \text{ nm})$	1	0.00%	0.00%	$\leq 0.25 \tau_{\text{v,D65}}$	Pass
	2	0.00%	0.00%		
	3	0.00%	0.00%		
$\tau_{\text{m}}(380 \text{ nm} \sim 400 \text{ nm})$	1	0.00%	0.00%	$\leq 0.5 \tau_{\text{v,D65}}$	Pass
	2	0.00%	0.00%		
	3	0.00%	0.00%		
$\tau_{\text{v,D65}}(380 \text{ nm} \sim 780 \text{ nm})$	1	0.00%	0.00%	$\leq 18\%$	Pass
	2	0.00%	0.00%		
	3	0.00%	0.00%		
The illuminant is CIE standard illuminant D65.					

Result: Pass.

—See next page—

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Reviewed by:  张洁

Tested by:  王水玲

TEST RESULTS

EN ISO 16321-1:2022

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7 Physical and mechanical requirements for protectors**7.1 Area to be protected****7.1.2 Area to be protected by eye protectors****Requirement:**

The eye protector shall cover the minimum area to be protected for the basic impact level defined in this standard. If an impact level C or D is claimed, depending on the impact velocity, the minimum area to be protected for eye protectors shall protect, by means of the lens and/or frame, the orbital or extended orbital protection zone.

Test sample: 1**Result: Pass.****7.1.4 Lateral protection****Requirement:**

If protection against high speed particles is claimed, the protectors shall pass the lateral region coverage and prevents any portion of the end of the rod from touching the specified area to be protected on the headform when tested in accordance with ISO 18526-3:2020, 6.4.

Test sample: 1**Result: Pass.****7.3 Quality of material and surface of mounted and unmounted lenses, visors and filters****Requirement:**

In a circular area 30 mm diameter centred on the reference point(s) but excluding a marginal area 5 mm wide around the edge of the lens, visor or filter if this overlaps with the circular area, lenses, visor or filters shall be free from defects likely to impair vision in use (such as bubbles, scratches, inclusions, dull spots, pitting, mould marks, scouring, grains, pocking, scaling and undulation).

Test samples: 1~6**Result: Pass.**

—See next page—

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TEST RESULTS

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7.4 Basic impact level of complete protectors

After testing for protection from frontal and lateral impact in accordance with ISO 18526-3:2020, 7.3.1, the following defects of the lens, filter, protector housing or frame shall not be allowed when inspected in accordance with ISO 18526-3:2020, 6.1:

- a) cracking through the entire thickness into two or more pieces;
- b) the protector separates into two or more pieces;
- c) the lens or filter has become dislodged from its normal position;
- d) material becomes detached from the surface opposite to that impacted;
- e) the ball passes through the protector; or
- f) an indication that there has been contact of the ball or the protector with the eye of the test headform.

Table 9. Requirements and test results of basic impact level of complete protectors

Sample	Impact point	Temperature	Defects	Result (Pass/Fail)
4	Left eye frontal	55 °C	Not occurred	Pass
5	Left eye frontal	-5 °C	Not occurred	Pass
6	Right eye frontal	55 °C	Not occurred	Pass
7	Right eye frontal	-5 °C	Not occurred	Pass
8	Left eye side	55 °C	Not occurred	Pass
9	Left eye side	-5 °C	Not occurred	Pass
10	Right eye side	55 °C	Not occurred	Pass
11	Right eye side	-5 °C	Not occurred	Pass

Result: Pass.

7.5 Resistance to thermal exposure

Requirement:

When tested in accordance with ISO 18526-3:2020, 6.7, no deformation of any part of the protector shall be observed using an oven temperature of $(55 \pm 2)^\circ\text{C}$ for $(120 \pm 5)\text{min}$.

Test samples: 1~3

Result: Pass.

—See next page—

Approved by:

 李育豪

Reviewed by:

 张洁

Tested by:  王水玲

TEST RESULTS

EN ISO 16321-1:2022

Eye and face protection for occupational use
-Part 1: General requirements

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7.6 Resistance to UV radiation

The requirements and test results of resistance to ultraviolet radiation see Table 10.

Table 10. Requirements and test results of resistance to ultraviolet radiation

Performance parameter	Sample	Measurements		Requirements	Result (Pass/Fail)
		R	L		
Relative change of luminous transmittance	1	-3.98%	-4.50%	$\pm 5\%$	Pass
	2	-3.96%	-3.54%		
Wide angle scatter	1	0.36%	0.33%	$\leq 3.0\%$	Pass
	2	0.39%	0.35%		
$\tau_{\text{SUVB}}(280 \text{ nm} \sim 315 \text{ nm})$	1	0.00%	0.00%	$\leq 0.03 \tau_{\text{v}, \text{D65}}$	Pass
	2	0.00%	0.00%		
$\tau_{\text{SUVA}}(315 \text{ nm} \sim 380 \text{ nm})$	1	0.00%	0.00%	$\leq 0.5 \tau_{\text{v}, \text{D65}}$	Pass
	2	0.00%	0.00%		
$\tau_{\text{m}}(380 \text{ nm} \sim 400 \text{ nm})$	1	0.00%	0.00%	$\leq 0.75 \tau_{\text{v}, \text{D65}}$	Pass
	2	0.00%	0.00%		
The photochromic response PR	1	4.73	4.75	≥ 1.25	Pass
	2	4.77	4.85		

Result: Pass.

7.7 Resistance to corrosion

Requirement:

Following the resistance to corrosion test in accordance with ISO 18526-3:2020, 6.9, the intended use of all exposed metal parts of the protector shall not be affected. No metallic part that would come into direct contact with the user during intended use shall show signs of corrosion.

Test samples: 12~13

Result: Pass.

7.8 Resistance to ignition

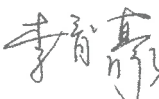
Requirement:

All exterior parts of protectors that are exposed(excluding headbands) when worn shall be tested in accordance with ISO 18526-3:2020,6.10, and shall not ignite or continue to glow after removal of the heated rod .

Test samples: 14~15

Result: Pass.

—See next page—

Approved by:  李育豪

Reviewed by:  张洁

Tested by:  王水玲

TEST RESULTS

EN ISO 16321-1:2022

Eye and face protection for occupational use

-Part 1: General requirements

Report No.YW20251197

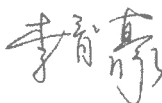
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Estimates of the uncertainty of measurement.

Item	Uncertainty	Unit
Spherical power	0.02	D
Cylindrical power	0.02	D
Prism imbalance	0.03	△
Wide angle scatter	0.4	%
Transmittance	0.4	%

——End of the report——

Approved by:



李育豪

Reviewed by:



张洁

Tested by:



王水玲

UL VS Terms and Conditions

All services are governed by the following Terms and Conditions.

- 1. Verification Services.** The UL Contracting Party ("we", "us", or "our" as the context requires) will perform commercial testing, verification, audit, assessment, inspection, and/or other services ("Services") in accordance with your instructions as described in this order, scope of work, project proposal, quotation, or order acknowledgment ("Quotation"). The Services will be limited to an assessment of your samples' conformity to requirements, specifications, and/or protocols you have established ("Your Requirements"), and do not express any opinion regarding the bulk from which the samples were drawn. The Services do not involve any assessment or evaluation to independent safety standards, and we and our affiliates have no responsibility to make any independent safety assessment of any samples.
- 2. Retailer Programs.** If you request us to test compliance with retailer, carrier or other third party program ("Retailer") by requesting Services under the Retailer's program, you consent to our disclosure of all associated information, materials, and deliverables to such Retailer and acknowledge that, notwithstanding any terms to the contrary in these Terms and Conditions, the ownership of the deliverables for the Services will be in accordance with the Retailer's program.
- 3. Payment Terms.** You will pay, without set off, our fees and related expenses in accordance with 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.
- 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 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 WHEN SUCH SERVICES SHOULD HAVE BEEN COMPLETED.
- 18. Indemnification.** You will defend, hold harmless, and indemnify us and our officers, directors, trustees, employees, agents, or subcontractors against all claims made by any third party for loss, damage, or expense arising out of these Terms and Conditions, including without limitation, the performance or non-performance of any Services or the Web Services.
- 19. Waiver.** Any failure by a party to insist upon the performance of any section of these Terms and Conditions will not constitute a waiver of any rights under these Terms and Conditions or future performance of that section.
- 20. No Third Party Beneficiaries.** The parties intend that no provisions of these Terms and Conditions will in any way bind or benefit any third party or the public at large and that no third party will have any rights or cause of action under these Terms and Conditions. In particular, in the event Singapore law governs these Terms and Conditions pursuant to Section 24 (Governing Law), a person or entity who is not a party to these Terms and Conditions will have no right under the Contracts (Rights of Third Parties) Act (Chapter 53B) to enforce any term of these Terms and Conditions, regardless of whether such person or entity has been identified by name, as a member of a class, or as answering a particular description.
- 21. No Assignment.** Neither party may assign any of its rights or obligations under these Terms and Conditions to any other person without the other party's written authorization. However, we may, upon written notice, assign our rights and obligations under these Terms and Conditions to any of our affiliates or subsidiaries.
- 22. Subcontracting.** We may use subcontractors for certain testing or other Services. All subcontractors will meet our current qualification requirements and will comply with our requirements for confidentiality, conflicts of interest, and ethical standards.
- 23. Termination and Notice.** These Terms and Conditions will continue in effect until terminated by either party upon thirty days written notice or, in the event of your breach of these Terms and Conditions, immediately upon receipt of written notice to you. You will pay those fees and expenses incurred by us prior to termination. Notice to either party may be made by hand delivery, courier service, mail, facsimile, or e-mail transmission at the receiving party's designated principal place of business. Notice to us must be sent both to: UL Verification Services Pte. Ltd, Attn: President, 1 Maritime Square, Harbour Front Centre, #11-03, Singapore 099253 with a copy to UL LLC, Attn.: General Counsel at 333 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.
- 25. Disputes.** Any dispute or disagreement, other than nonpayment of fees, relating to these Terms and Conditions or the Services, will be settled by confidential, binding arbitration administered by the International Centre for Dispute Resolution of the American Arbitration Association ("AAA") pursuant to the AAA Commercial Arbitration Rules and the Procedures for Large, Complex Commercial Disputes. The arbitration venue will be Chicago, Illinois, except if: (i) UL Contracting Party's principal place of business is in Europe, the venue will be Geneva, Switzerland, and (ii) UL Contracting Party's principal place of business is in Asia, Australia, or New Zealand, the venue will be Singapore, Republic of Singapore. The arbitration will be conducted before a panel of three (3) arbitrators. The arbitration panel will be selected as follows: the parties will request a list of ten (10) arbitrators drawn from the AAA's panel of commercial arbitrators (who are experienced in and familiar with the AAA's Procedures for Large, Complex Commercial Disputes). From this list, both parties will each choose one arbitrator. After they have been notified of their panel selection, the two (2) arbitrators will agree on a third arbitrator from the list of ten (10), who will be the chair of the panel, and the panel will be final. The decision of the majority of the arbitrators will be the panel's decision. The arbitrators will not have the authority to add, change, or disregard any term of these Terms and Conditions to award incidental, consequential, or punitive damages (including, but not limited to, loss of use, unjust enrichment, and/or lost profits), or exceed the remedies provided by the limitation of liability of these Terms and Conditions. The panel's decision will be binding and judgment on the arbitration award may be entered by a court of competent jurisdiction. Arbitration will be the final remedy for any dispute between the parties arising out of these Terms and Conditions, provided, however, that nothing herein will prevent either party from seeking a court order for injunctive relief (in addition to other remedies) to stop or prevent misuse or misappropriation of its marks, confidential or proprietary information, or infringement of its intellectual property, in a court of law. All arbitrations will be conducted in English.
- 26. Severability.** If any section of these Terms and Conditions is held invalid, void, or unenforceable for any reason that section will be severed, and all other sections of these Terms and Conditions will remain valid to the extent permissible under law.
- 27. Modifications.** These Terms and Conditions are the entire and complete agreement between the parties and supersede any other communications, representations, or agreements with respect to its subject matter. Under no circumstances will any preprinted, additional, or different terms and conditions on your requests for quotation, purchase orders, invoices, sales or marketing materials, emails, any acceptance communications, or other business documents apply to any Services or Quotation or bind us in any manner. Modifications that have not been made by us or that have not been accepted by us in a written or emailed confirmation from us are not accepted by us, and commencement of performance will not signify acceptance by us of any such modifications. Any such modifications are excluded from our agreement, and such modifications will not be a binding agreement on us.
- 28. Order of Precedence.** Except for conflicts with Section 3 (Payment Terms), Section 5 (Estimated Schedule and Price) and Section 10 (Cancellation Fees), these Terms and Conditions will take precedence over any conflicting terms in any Quotation.
- 29. Electronic Signature.** These Terms and Conditions may be executed and delivered by facsimile, PDF, or by means of other electronic signature. Our electronic, digital, or hard copies of these Terms and Conditions, your acceptance, and Quotations as signed, or otherwise accepted, by you will be the true, complete, valid, authentic, and enforceable copies of these documents. You agree that you will not contest the admissibility or enforceability of our copies in a court or any proceeding arising out of such documents.
- 30. Force Majeure.** Neither party will be liable for any failure or delay in the performance of its obligations due to fire, flood, earthquake, 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.