

## TEST REPORT

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

Report No.: 1002928548  
Date: December 23, 2025

Attn: Cici

Sample Description : Smart Eyewear

Quantity Submitted : 14 pieces  
Item No. : LCD008-30  
Protector Type : Spectacles  
Material : Not Provided  
Impact Mark : Z87  
Frame Color : BLACK  
Lens Color : Not Provided  
Lens Type : Photochromic Lenses  
Scale Number : Clear-L3  
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 23, 2025

### OVERALL RESULT: PASS

*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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Product Photo:



**Conclusion:**

**Tested Samples**

Tested components of  
submitted samples

**Standard**

ANSI / ISEA Z87.1 - 2020 Occupation and Educational Personal Eye and  
Face Protection Devices, only test the related parameters, please  
refer to "Tests Conducted Summary" for details

**Result**

PASS

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Note: Protectors shall be designed and manufactured in such a way that, when used under the conditions and for the purposes intended, they will not compromise the health and safety of the wearer. The risks posed by substances leaking or evaporating from the protector that can come into prolonged contact with the wearer, shall be reduced by the manufacturer to within the limits of any applicable regulatory requirement. Special attention shall be given to substances that are allergenic, carcinogenic, mutagenic or toxic to reproduction.

#### Tests Conducted Summary:

CLAUSES	REQUIREMENTS	RESULTS
<b>5 Fundamental Design Requirements for All Protectors</b>		
5.1 Optical Requirements		
5.1.1	Optical Quality	P
5.1.2	Luminous Transmittance (Applicable for clear lenses)	P
5.1.3	Haze - Clear Lenses Only	P
5.1.4	Refractive Power, Astigmatism, Resolving Power, Prism and Prism Imbalance for Plano Protectors	P
5.1.5	Refractive Power, Astigmatism, Prism and Prism Imbalance for Prescription Protectors and Magnifiers	NA
5.2 Physical Requirements		
5.2.1	Drop Ball Impact Resistance	P
5.2.2	Ignition	P
5.2.3	Corrosion Resistance of Metal Components	P
5.2.4	Minimum Coverage Area	P
5.3	Markings	P

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CLAUSES	REQUIREMENTS	RESULTS
<b>6 Optional Design Characteristics</b>		
6.1	Relaxed Optics Level	NA
6.2	Anti-Fog Properties	P
<b>7 Optional Hazard-Specific Protector Requirements</b>		
7.2 Optical Radiation Protector Requirements		
7.2.2.1 Filter Lenses		
7.2.1	Protectors with Clear Lenses	P
7.2.2	Protectors Providing Filtration of Optical Radiation	P
7.2.2.1.1	Transmittance requirements (UV Filters/ Claimed "Uscale 6")	P
	Transmittance requirements (IR Filters/ Claimed "Rscale number")	NA
7.2.2.1.2	Transmittance requirements (Visible Light Filters / Claimed "Lscale number")	P
	Transmittance requirements (Visible Light Filters for Polarizing lens)	NA
	Transmittance requirements (Visible Light Filters for Gradient tint lens)	NA
7.2.2.1.3	Variations in Luminous Transmittance	P

Abbreviation: P = Pass; F = Fail; NA = Not Applicable, NR=Not Required; ✓=Checked;

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### TEST RESULTS

#### Optical Quality — Clause 5.1.1 Physical Requirements — Clause 5.2

Sample No.	Defects		Comment	Result
	Observed	Absent		
1#		✓	--	P

##### Requirements:

- Optical Quality: Protector lenses shall be free of striae, bubbles, waves and other visible defects which would impair the wearer's vision.
- Physical Requirements: Protectors shall be free from projections, sharp edges or other defects which are likely to cause discomfort or injury during use.

#### Luminous Transmission (Apply for Clear Plano Lenses only) —Clause 5.1.2

##### Protectors with Clear Lenses - Clause 7.2.1

Sample No.	Luminous Transmission $T_L$ (%)		Result
	Left	Right	
1#	85.90	85.28	P

##### Requirements:

Lenses shall have a luminous transmittance of not less than 85%.

Measurement Uncertainty (if necessary):

#### Haze (Apply for Clear Plano Lenses only) —Clause 5.1.3

Sample No.	Haze (%)		Result
	Left	Right	
1#	0.1	0.3	P

##### Requirements:

Lenses shall not exhibit more than 3% haze.

Measurement Uncertainty (if necessary):

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### TEST RESULTS

**Refractive Power, Astigmatism, Resolving Power, Prism and Prism Imbalance (Applicable for plano protectors)**  
— Clause 5.1.4

Sample No.	Test Items			Left	Right	Result
1#	Spherical Power (D)			0.01	0.01	P
	Astigmatic Power (D)			0.01	0.03	P
	Resolving Power			Pattern 20	Pattern 20	P
	Prism (Δ)			0.09	0.11	P
	Prism imbalance (Δ)	Horizontal	Base Out	0.13		P
			Base In	--		
		Vertical		0.02		

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### TEST RESULTS

#### Requirements:

##### 1. The tolerance on refractive power, astigmatism and resolving power

Protector Type	Refractive Power(D)	Astigmatism(D)	Resolving Power
Spectacle,Reader	$\pm 0.06$	$\leq 0.06$	Pattern 20
Goggle,Full-facepiece respirator	$\pm 0.06$	$\leq 0.06$	Pattern 20
Faceshield windows, Loose-fitting respirator	No requirement	No requirement	Pattern 20
Welding helmet lenses	$\pm 0.06$	$\leq 0.06$	Pattern 20

##### 2. The tolerance on prism and prism imbalance

Protector Type	Prism( $\Delta$ )	Vertical Imbalance( $\Delta$ )	Base In Imbalance( $\Delta$ )	Base Out Imbalance( $\Delta$ )
Spectacle,Reader	$\leq 0.50$	$\leq 0.25$	$\leq 0.25$	$\leq 0.50$
Goggle,Full-facepiece respirator	$\leq 0.25$	$\leq 0.125$	$\leq 0.125$	$\leq 0.50$
Faceshield windows, Loose-fitting respirator	$\leq 0.37$	$\leq 0.37$	$\leq 0.125$	$\leq 0.75$
Welding helmet lenses	$\leq 0.50$	$\leq 0.25$	$\leq 0.25$	$\leq 0.75$

Measurement Uncertainty (if necessary):

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### TEST RESULTS

#### Drop Ball Impact Resistance —Clause 5.2.1

Sample No.	Impact Position	Defects		Comment	Result
		Observed	Absent		
2#	Left		✓		P
3#	Right		✓		P
4#	Left		✓		P
5#	Right		✓		P
Requirements: The protector shall fail if any of the following occur: 1. lens (lens only) fractures; 2. piece fully detached from the inner surface; 3. projectile penetrates the inner surface; 4. lens not retained.					

#### Ignition—Clause 5.2.2

Sample No.	Continued combustion		Comment	Result
	Yes	No		
7#		✓	--	P
Requirements: Protectors shall not ignite or continue to glow once the rod is removed.				

#### Corrosion Resistance of Metal Test — Clause 5.2.3

Sample No.	Metal Component Corrosion Resistance		Comment	Result
	Meet	No Meet		
1#	✓		--	P
Requirements: 1. One complete device shall be tested (Lenses and electrical components are excluded) 2. Metal components shall not be impaired by the corrosion and can be worn as intended.				

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#### Minimum Coverage area — Clause 5.2.4

Sample No.	Headform		Coverage area		Comment	Result
	Medium size	Small size	Meet	No meet		
7#	✓		✓		--	P

#### Requirements:

- General head sizes: The frames, lens housings or carriers and lens(es) shall cover in plain view an area of not less than 40 mm (1.57 in.) in width and 33 mm (1.30 in.) in height (elliptical) in front of each eye, centered on the pupil centers of the test headform.
- Small head sizes: Frames, lens housing or carrier and lens(es) designed for small head sizes shall cover in plain view an area of not less than 34 mm (1.34 in.) in width and 28 mm (1.10 in.) in height (elliptical), centered on the pupil centers of the test headform.

Measurement Uncertainty (if necessary):

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#### Markings — Clause 5.3

Observed Result		Comment	Result
Meet	No meet		
✓		--	P

#### Requirements:

- All protectors shall bear the permanent and legible markings in specified locations. Markings for lens type and use applications shall be required only when claims for protection against the hazard or indicated use are made by the manufacturer.

Type of Mark	Lenses & Replacement Lenses		Frame	Marking for Complete Device (no replaceable components)
	Spectacles	All Other		
All protectors shall bear the markings below.				
Manufacturer's Mark or Logo	Yes		Yes	Yes
Standard				
Plano, Readers, Magnifiers		Z87	Z87	Z87
Rx		Z87	Z87-2	Z87-2
Coverage (small head ties)	H		H	
The following shall be required only when claims of impact rating, a specific lens type and/or use are made by the manufacturer.				
Impact Mark				
Impact Rated Plano, Readers, Magnifiers	+	Z87+	Z87+	Z87+
Impact Rated Rx	+	Z87+	Z87-2+	Z87-2+
Relaxed Optical Level	O2	O2		O2
Lens Type				
Welding Filter	W shade	W shade		W shade
UV Filter	U scale number	U scale number		U
IR Filter	R scale number	R scale number		R scale number
Visible Light Filter	L scale number	L scale number		L scale number
Variable Tint	V	V		V
Special Purpose Lenses	S	S		S
Anti-Fog	X	X		
Use				
Splash / Droplet			D3	D3
Dust			D4	D4
Fine Dust			D5	D5

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#### Requirements:

2. The components of frames that are intended for prescription protector use shall be marked for size in accordance with the system described in ANSI/ISO 7998 / 8624 / 12870. Fronts shall be marked with the A-dimension (eye size) and DBL (distance between lenses). Temples shall be marked with their overall length.
3. Protector markings shall be placed in relatable proximity to each other on the product in the sequence specified below:
  - a) Manufacturer's marks or logos
  - b) Designation of standard (Z87 or Z87-2, for prescription devices)
  - c) Coverage
  - d) Optical level
  - e) Optional Hazard-Specific Marks, as applicable:
    - impact-protector marking (+)
    - optical radiation marking
    - droplet and splash marking
    - dust marking
    - fine dust marking
  - f) Optional Design Marks, as applicable:
    - Anti-fog treatment
4. Prescription lens carriers used behind plano protectors shall be marked with the manufacturer's mark or logo but shall not be marked with other Z87 markings.
  - a) Frame components subject to marking vary by type of protector.
    - Spectacles: Frame and at least one temple. Both detachable sideshields are marked Z87+, if impact rated
    - Goggles: Frame and lens housing or carrier
    - Faceshields: Crown and chin protector
    - Welding helmets and handshields: Shell and lens housing or carrier
    - Respirators: None
    - Prescription frames: Size marking on front and temples in accordance with ANSI/ISO 7998 / 8624 / 12870
  - b) A complete device (no replaceable components) shall have at least one set of markings. The markings may be on the lens or the frames or both the lens and the frame.
  - c) For spectacle protectors, coverage marking "H" shall be on the lens for rimless or semi-rimless lens retention systems.
  - d) In case of multiple filter type compliance, designations shall be listed in the order given in this table: U, R, L.
  - e) Where a claim of compliance for both impact-rating and relaxed optical levels is made, it is acceptable, but not required, for the "+" marking to be placed inside of the "O", so long as both are discernible. No marking is required for standard optical levels.

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

## TEST REPORT

Applicant: Innovative Eyewear, Inc  
Address: 11900 Biscayne Bl, Suite 630 North Miami, FL 33181, USA  
Report No.: 1002928548  
Date: December 23, 2025

### TEST RESULTS

#### Anti-Fog Properties (Claimed "X") — Clause 6.2

Sample No.	Time of remain free from fogging(s)		Result
	Left	Right	
8#	>8	>8	P
9#	>8	>8	P
10#	>8	>8	P
11#	>8	>8	P

#### Requirements:

The lenses of protectors marked as having anti-fog properties shall remain free from fogging for a minimum of 8 seconds.

Measurement Uncertainty (if necessary):

\*\*\*\*\* Page 12 of 14 \*\*\*\*\*

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

## TEST REPORT

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

Report No.: 1002928548  
Date: December 23, 2025

### TEST RESULTS

#### Protectors Providing Filtration of Optical Radiation — Clause 7.2.2

Sample No.	Clause	Test items		Requirements	Left	Right	Results
12#	Faded state	Luminous transmittance(%)	T <sub>L</sub>	Clear	85.90	85.28	P
	Darked state	Luminous transmittance(%)	T <sub>L</sub>	8.5≤T <sub>L</sub> ≤18 (Scale: L3)	16.58	16.12	P
		Ultraviolet mean transmittance(%)	τ <sub>UVA</sub>	≤ τ <sub>v</sub> max	0.00	0.00	
			τ <sub>UVB</sub>	≤0.125 τ <sub>v</sub> max	0.00	0.00	
		Color limits	Yellow	See ANSI Z80.3- 2018 Fig 1	x:0.619 y:0.380	x:0.619 y:0.380	
			Green		x:0.173 y:0.382	x:0.173 y:0.382	
			D65		x:0.307 y:0.316	x:0.307 y:0.316	
		Traffic signal Transmittance(%)	τ <sub>(sig)</sub> Red	≥8	29.57	28.77	
			τ <sub>(sig)</sub> Yellow	≥6	15.94	15.53	
			τ <sub>(sig)</sub> Green	≥6	17.04	16.59	
	Variation in luminous transmittance R		0.90-1.11	0.97			

#### Requirements :

- When tested in accordance with Section 9.2, plano, reader, magnifier and prescription lenses that are marked as filtering optical radiation shall comply with requirements of Table 7 (welding filters), Table 8 (ultraviolet filters), Table 9 (infrared filters), Table 10 (visible light filters) and/or Table 11 (special purpose filters). Special purpose filters may or may not comply with Tables 8, 9 or 10, but shall comply with the requirements of Table 11 for special purposes.
- Lenses shall meet the claimed transmittance criteria throughout their entire geometry apart from 5 mm (0.20 in.) from the lens edge. Changes in transmittance due to thickness variation in decentered/ side protective wrap around lenses are permitted so long as the variation in transmittance is not greater than one shade/scale number less than that claimed for the filter lens. Lenses shall be tested (at minimum) at points directly in front of each eye and at the thinnest thickness of the lens not within 5 mm (0.20 in.) from the lens edge.
- Representative test lenses of plano power may be substituted for prescription, reader or magnifier lenses in this test.

#### Remark:

The test isn't in CNAS accreditation scope and performed at an UL approved subcontract lab.

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

## TEST REPORT

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

Report No.: 1002928548  
Date: December 23, 2025

### TEST RESULTS

#### Protectors Providing Filtration of Optical Radiation (Claimed "Uscale number") — Clause 7.2.2

Sample No.	Claimed Uscale number	Test Items	Left	Right	Result
12#	U6	Maximum Effective Far-Ultra-Violet Average Transmittance (Filters)	0.0001%	0.0001%	P
		Maximum Effective Far-Ultra-Violet Average Transmittance (Side-shields)	0.0001%	0.0001%	P
		Maximum Near Ultra-Violet Average Transmittance (Filters)	0.0001%	0.0001%	P
		Maximum Near Ultra-Violet Average Transmittance (Side-shields)	0.0001%	0.0001%	P

#### Requirements:

Plano, reader, magnifier and prescription lenses that are marked as filtering optical radiation (ultraviolet filters) shall comply with requirements as below table:

Scale	Maximum Effective Far-Ultra-Violet Average Transmittance %	Maximum Near Ultra-Violet Average Transmittance %
U2	0.1	3.7
U2.5	0.1	2.3
U3	0.07	1.4
U4	0.04	0.5
U5	0.02	0.2
U6	0.01	0.1

Measurement Uncertainty (if necessary):

Remark:

The test isn't in CNAS accreditation scope and performed at an UL approved subcontract lab.

\*\*\*\*\* End of report \*\*\*\*\*

\*\*\*\*\* Page 14 of 14 \*\*\*\*\*

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

## 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) NONINFRINGEMENT, 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.