



Solutions

TEST REPORT

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

Report No: 1002809140
Date: January 8, 2026

Attn: Joaquin Abondano

Sample Description : Smart Eyewear

Quantity Submitted : 10 pieces
Item No. : LCD008-20
Protector Type : Spectacles
Material : Not Provided
Impact Mark : Not Provided
Frame Color : BLACK
Lens Color : Not Provided
Lens Type : Photochromic Lenses
P.O. No. : Not Provided
Age Grading for Testing : Adult
Supplier : Shenzhen Gonbes Technology Co Ltd
Buyer : Not Provided
Goods Exported to : Not Provided
Country of Origin : Not Provided
Date(s) of Samples Received : August 7, 2025
Date of Test Period : August 7, 2025 – January 8, 2026

REMARK:

The tests were performed at an UL approved subcontract lab.

This report shall not be reproduced except in full, without the written approval of Guangzhou Institute of Measurement and Testing Technology.

Subcontract Report No.: YW20250811

Note: The results relate only to the items tested.

For and on behalf of :

UL VS Shanghai Limited Shenzhen Branch

Hedy Li

Hedy Li - Laboratory Manager
(Eyewear Department)



测试样品由客户送样委托检测：样品信息由客户提供并确认

以下条款仅针对中国市场和社会：——该报告仅向委托人公布、供委托人使用，不具有社会证明的作用

RCP-HST Testing decision rule: The declaration of conformity is given without taking into account the measurement uncertainty.

Level of risk associated with the Decision Rule: The results issued by UL VS Shanghai Limited Shenzhen Branch do not take into consideration the measurement uncertainty, but when the value is close to the limit, the test, if repeated by another laboratory, can give a different rating.

This letter / report / certificate shall not be reproduced (except in full version) without the written approval of the UL Company. ("UL")

LETTERS / REPORTS / CERTIFICATES: Letters / Reports / Certificates of UL are issued for the exclusive use of the Customer to whom they are addressed. No quotation from reports / certificates or use of the UL's name is permitted except by UL's express written authorization. Letters / reports / certificates apply only to the specific materials, products or processes tested, examined or surveyed and are not necessarily indicative of the qualities of apparently identical or similar materials, products or processes. Reports / Certificates of UL do not relieve sellers / suppliers from their contractual responsibilities with regard to the quality / quantity of the goods in delivery nor do they prejudice the Customer's right to claim against sellers / suppliers for compensation for any apparent and/or hidden defects not detected during UL's random inspection or testing or audit. The liability of UL to the Customer in contract, tort (including negligence or breach of statutory duty) or howsoever, and whatever the cause thereof, (a) for any loss of profit, business, contracts, revenues, or anticipating savings; or (b) for any special indirect or consequential damage of any nature whatsoever, shall be limited to the amount of the fee paid in respect of the specific Work(s) which give rise to such claim. For Reports / Certificates, refer to the UL VS Terms and Conditions.

SZ-FAF-001 (2026-01-01)

UL VS Shanghai Limited Shenzhen Branch
3-7F, 9-10F Building B, Sino-German (Europe) Industrial Park, South side of Hangcheng Avenue,
Xixiang Subdistrict, Bao'an District, Shenzhen, P.R.China Post Code 518126

优力胜邦质量检测（上海）有限公司深圳分公司
广东省深圳市宝安区航城大道1号中德欧产业园B栋3-7, 9-10楼 邮编: 518126
电话(T): 755-81202888 / 网址(W): W: ul.com

No. YW20250811



4 0 5 7



中国认可
国际互认
检测
TESTING
CNAS L1071

TEST REPORT

Product: Smart Eyewear

Model: LCD008-20

Applicant: Innovative Eyewear, Inc

Date of issue: 2025-12-31



NOTICES



- 1) The report is invalid without authorized stamp.
- 2) The report is invalid without the signatures of the tester, the reviewer and the approver.
- 3) The report is invalid if altered.
- 4) Reproduction of the report is prohibited except in full, unless approved in writing by GIMT.
- 5) Unless otherwise indicated, the test results contained in the report apply only to the samples tested.
- 6) Any disputes to the report should be claimed in written form to the test agency within 15 days after receiving the report.
- 7) The applicant should be responsible for the authenticity of the sample informations.

* * * * *



GUANGZHOU INSTITUTE OF MEASUREMENT AND TESTING TECHNOLOGY

TEL: +86(20) 32086293, +86(20) 32086301

FAX: +86(20) 32086293

E-MAIL: yw@gzjljc.cn

WEB: <https://www.gzjljc.cn>

TEST REPORTS

Information

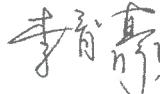
Report No.YW20250811

Page 1 of 10

Report No.	YW20250811
Commission No.	4017449
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	LCD008-20
Manufacturer	Shenzhen Gonbes Technology Co., Ltd.
Address	501, Blgd 3, Mongliyuan Park, Yousong Rd, Longhua Dist., SHENZHEN GUANGDONG, CHINA
Quantity submitted	10 pcs.
Environmental condition	
Temperature	(22.0~24.9) °C
Relative humidity	(51~58) %
Test requested	CSA Z94.3:20
Test method	CSA Z94.3:20
Results	Please refer to the following pages.
Conclusion	Please refer to the following pages.
Date	
Date of receipt	2025-08-11
Period of testing	2025-08-11 to 2025-12-15
Date of issue	2025-12-31

— See next page —

Approved by:



李育豪

Reviewed by:



张洁

Tested by:



王水玲


TEST REPORTS**Information**

Report No.YW20250811

Page 2 of 10

Description of samples:Type: Spectacles(Class 1A)Faded state: CosmeticDarkened state: General purposeQuantity submitted: 10 pcs.**Photo of samples:**

— See next page —

Approved by:

李育豪

李育豪

Reviewed by:

张洁

张洁

Tested by:

王水玲

王水玲

TEST RESULTSCSA Z94.3:20
Eye and face protectors

Report No.YW20250811

Page 3 of 10

Comment:

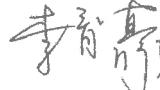
<u>Clause</u>	<u>Requirement</u>	<u>Result</u>
6.1	Impact resistance	Pass
6.2	Ignition resistance	Pass
6.3	Replacement components	N/A
6.4	Clear zero-power lenses	
6.4.1	Size	Pass
6.4.2	Refractive (residual) power	Pass
6.4.3	Resolving power	#2
6.4.4	Prismatic deviation	Pass
6.4.5	Haze	Pass
6.4.6	Luminous transmittance	Pass
6.5	Zero-power filters	N/A
6.6	Zero-power special-purpose lenses	N/A
6.7	Aftermarket components or accessories	N/A
6.8	Minimum frontal coverage	Pass
6.9	Side protection	Pass
7.1	Field of view	Pass
7.2	Side protection	Pass
16.2	Transmittance requirements	Pass

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

#2: The test results are for reference only, not for judgment.

— See next page —

Approved by:


李育豪

Reviewed by:



张洁

Tested by:



王水玲

TEST RESULTS

CSA Z94.3:20
Eye and face protectors

Report No.YW20250811

Page 4 of 10

6 General requirements

6.1 Impact resistance

Requirements:

Except as specified in Clause 6.1.3.2, the test for impact resistance shall be either the impact of a 6.00 ± 0.05 mm diameter steel ball travelling at a speed of 50.5 ± 0.5 m/s or a 6.35 ± 0.05 mm diameter steel ball travelling at a speed of 46.5 ± 0.5 m/s. The test shall be performed in accordance with Clause 12.2.2. No contact with either eye of the headform shall be permitted, nor shall any part become detached from the inner surface of the protector, nor shall the protector fail as defined below:

- a) lens failure: a lens shall be considered to have failed if it fractures through its entire thickness into two or more separate pieces, or if any lens material visible to normal or corrected-to-normal vision, including a laminar layer, if any, becomes detached from the ocular surface (see Annex F for exemplars); or
- b) housing failure: housing (such as a front, side shield, frame, body, lift-front, or lens holder) shall be considered to have failed if parts or fragments that could contact either eye of the headform are ejected from the protector.

The test results are showed as Table 1.

Table 1. Test results of impact resistance

Sample	Test speed	Defects	Result (Pass/Fail)
1	50.3 m/s	Not occurred	Pass
2	50.8 m/s	Not occurred	Pass
3	50.2 m/s	Not occurred	Pass
4	50.4 m/s	Not occurred	Pass
5	50.4 m/s	Not occurred	Pass
6	50.3 m/s	Not occurred	Pass
7	50.9 m/s	Not occurred	Pass
8	50.7 m/s	Not occurred	Pass
9	50.7 m/s	Not occurred	Pass
10	50.5 m/s	Not occurred	Pass

Result: Pass.

— See next page —

Approved by:

李育豪

Reviewed by:

赵洁

张洁

王水玲

王水玲

TEST RESULTS

CSA Z94.3:20
Eye and face protectors

Report No.YW20250811

Page 5 of 10

6.2 Ignition resistance

Requirements:

The components of the protector typically exposed during use shall not ignite during steel rod contact, nor continue to glow or be consumed after removal of the steel rod in accordance with Clause 12.3.

Result: Pass.

6.4 Clear zero-power lenses

6.4.1 Size

Requirements:

Clear zero-power lenses shall meet the size requirements for the appropriate protector (see Clauses 7.1).

Result: Pass.

6.4.2 Refractive (residual) power

The requirements and test results are showed as Table 2.

Table 2. Requirements and test results of refractive (residual) power

Performance parameter	Sample	Measurements		Requirements	Result (Pass/Fail)
		R	L		
Refractive power (Meridian 1)	1	-0.01 D	-0.02 D	$\leq \pm 0.12$ D	Pass
Refractive power (Meridian 2)	1	+0.02 D	0.00 D		Pass

Result: Pass.

6.4.3 Resolving power

Requirements:

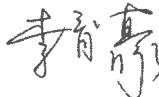
Clear zero-power lenses shall possess adequate definition to allow resolution of the 60-s* ring throughout the minimal coverage area specified in Clause 7.1, excluding the reading segment (if any), up to 3 mm from the edge of the lens when tested in accordance with Clause 12.5. (*s means subtended seconds of arc.)

Result: The lenses allow resolution of the 60-s* ring throughout the reference points.

Note: The test results are for reference only, not for judgment.

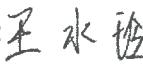
— See next page —

Approved by:


李育豪

Reviewed by:


张洁

Tested by:

王水玲

TEST RESULTSCSA Z94.3:20
Eye and face protectors

Report No.YW20250811

Page 6 of 10

6.4.4 Prismatic deviation

The requirements and test results are showed as Table 3.

Table 3. Requirements and test results of prismatic deviation

Performance parameter	Sample	Measurements										Requirements	Result (Pass/Fail)		
		R					L								
		1	2	3	4	5	1	2	3	4	5				
Prism dioptre (Δ)	1	0.12	0.11	0.12	0.11	0.11	0.08	0.08	0.07	0.06	0.06	≤ 0.125	Pass		

Result: Pass.

6.4.5 Haze

The requirements and test results are showed as Table 4.

Table 4. Requirements and test results of haze

Performance parameter	Sample	Measurements		Requirements	Result (Pass/Fail)
		R	L		
Haze	1	0.42%	0.44%	$\leq 2\%$	Pass
	2	0.47%	0.41%		Pass
	3	0.39%	0.43%		Pass

Result: Pass.

6.4.6 Luminous transmittance

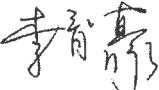
The requirements and test results are showed as Table 5.

Table 5. Requirements and test results of luminous transmittance

Performance parameter	Sample	Measurements		Requirements	Result (Pass/Fail)
		R	L		
Luminous transmittance	1	86.14%	85.89%	$\geq 85\%$	Pass
	2	86.67%	86.78%		Pass
	3	86.86%	86.48%		Pass

Result: Pass.

— See next page —

Approved by:  李育豪Reviewed by:  张洁Tested by:  王水玲

TEST RESULTS

CSA Z94.3:20
Eye and face protectors

Report No.YW20250811

Page 7 of 10

6.8 Minimum frontal coverage

Requirements:

The Class 1 or Class 2 protector shall cover an elliptical area of not less than 40 mm wide and 33 mm high in front of each eye, centred on the pupil centre of the medium test headform(see Figure 2).

Result: Pass.

6.9 Side protection

Requirements:

When a Class 1 or Class 2 protector is mounted on the test headform in as-worn position, the side protection shall protect an area 20 mm in height starting at, and vertically symmetric around, the apex of the cornea and extending back to a point 10 mm behind the corneal apex, at which point it becomes a 10 mm radius end extending rearward (see Figure 3).

Result: Pass.

7 Class 1 protectors — Spectacles

7.1 Field of view

The requirements and test results are showed as Table 6.

Table 6. Requirements and test results of field of view

Performance parameter	Sample	Measurements		Requirements	Result (Pass/Fail)
		R	L		
Temporally in the horizontal meridian	1	67.0 °	66.8 °	≥45 °	Pass
Total in the vertical meridian	1	108.2 °	107.4 °	≥80 °	Pass

Result: Pass.

— See next page —

Approved by:

李育豪

Reviewed by:

赵立

张洁

王水玲

王水玲

TEST RESULTS

CSA Z94.3:20
Eye and face protectors

Report No.YW20250811

Page 8 of 10

7.2 Side protection

7.2.1

Requirements:

Protective spectacles shall incorporate side protection that is integrated or permanently affixed to the frame

Result: Pass.

7.2.2

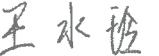
Requirements:

Any opening in the coverage area in accordance with Clauses 6.8 and 6.9 shall prevent the direct entry of a rigid rod 1.5 mm in diameter when tested in accordance with Clause 12.11.

Result: Pass.

— See next page —

Approved by:  李育豪

Reviewed by:  张洁 Tested by:  王水玲

TEST RESULTSCSA Z94.3:20
Eye and face protectors

Report No.YW20250811

Page 9 of 10

16.2 Transmittance requirements

The requirements and test results are showed as Table 7.

Table 7. Requirements and test results of transmittance (faded state)

Performance parameter	Sample	Measurements		Requirements	Result (Pass/Fail)
		R	L		
Luminous transmittance	1	86.14%	86.31%	>40%	Pass
Mean transmittance τ_{UVA}	1	0.00 τ_v	0.00 τ_v	$\leq \tau_v$	Pass
Mean transmittance τ_{UVB}	1	0.00 τ_v	0.00 τ_v	$\leq 0.125 \tau_v$	Pass
Colour limits (yellow traffic signals)	1	x: 0.577 y: 0.421	x: 0.577 y: 0.421	See 16.2.3.1 b)	Pass
Colour limits (green traffic signals)	1	x: 0.207 y: 0.406	x: 0.207 y: 0.406	See 16.2.3.1 c)	Pass
Colour limits (Average daylight (D65))	1	x: 0.316 y: 0.338	x: 0.316 y: 0.338	See 16.2.3.1 d)	Pass
Traffic signal transmittance (red signal)	1	87.19%	87.87%	$\geq 8\%$	Pass
Traffic signal transmittance (yellow signal)	1	86.02%	86.10%	$\geq 6\%$	Pass
Traffic signal transmittance (green signal)	1	86.38%	86.56%	$\geq 6\%$	Pass

Result: Pass.**16.2.4 Ultraviolet transmittance**

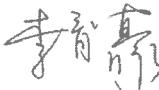
The requirements and test results are showed as Table 8.

Table 8. Requirements and test results of ultraviolet transmittance

Performance parameter	Sample	Measurements		Requirements	Result (Pass/Fail)
		R	L		
τ_{UVA}	1	0.00 τ_v	0.00 τ_v	$\leq \tau_v$	Pass
τ_{UVB}	1	0.00 τ_v	0.00 τ_v	$\leq 0.125 \tau_v$	Pass

Result: Pass.

— See next page —

Approved by:  李育豪Reviewed by:  张洁Tested by:  王水玲

TEST RESULTSCSA Z94.3:20
Eye and face protectors

Report No.YW20250811

Page 10 of 10

16.2.5 Photochromic lenses

The requirements and test results are showed as Table 9.

Table 9. Requirements and test results of Photochromic lenses (darkened state)

Performance parameter	Sample	Measurements		Requirements	Result (Pass/Fail)
		R	L		
Luminous transmittance	1	18.70%	18.27%	8% to 40%	Pass
Mean transmittance τ_{UVA}	1	0.00 τ_v	0.00 τ_v	$\leq \tau_v$	Pass
Mean transmittance τ_{UVB}	1	0.00 τ_v	0.00 τ_v	$\leq 0.125 \tau_v$	Pass
Colour limits (yellow traffic signals)	1	x: 0.616 y: 0.383	x: 0.616 y: 0.383	See 16.2.3.1 b)	Pass
Colour limits (green traffic signals)	1	x: 0.176 y: 0.385	x: 0.176 y: 0.385	See 16.2.3.1 c)	Pass
Colour limits (Average daylight (D65))	1	x: 0.309 y: 0.318	x: 0.309 y: 0.318	See 16.2.3.1 d)	Pass
Traffic signal transmittance (red signal)	1	32.13%	31.87%	$\geq 8\%$	Pass
Traffic signal transmittance (yellow signal)	1	18.11%	17.92%	$\geq 6\%$	Pass
Traffic signal transmittance (green signal)	1	19.11%	18.88%	$\geq 6\%$	Pass
photochromic filters	1	4.60	4.72	$\tau_{v0}/\tau_{v0} \geq 1.25$	Pass

Result: Pass.

— End of the report —

Approved by:

李肖豪

Reviewed by:

张洁

Tested by:

王水玲

TERMS & CONDITIONS: VERIFICATION SERVICES

Verification Services and Governing Terms. These Terms and Conditions: Verification Services (the "Terms") apply to an order that includes the Terms or incorporates them by reference (an order may be in the form of a quote, statement of work, proposal, order confirmation, or other form of order agreed by the parties, any of which is referred to here as the "Quote"). These Terms relate to commercial testing, verification, audit, assessment, inspection, or other professional services (the "Services"), as detailed in the Quote agreed to between the client identified in that Quote ("the Client") and the UL Solutions company identified in that Quote ("UL Solutions"). Services are governed by these Terms, the terms of the Quote, and any additional terms incorporated by reference in the Quote. Any capitalized terms in these Terms that are not defined in these Terms share the definition provided in other governing terms.

- Scope of Service.** UL Solutions will perform the Services for Client in accordance with Client's instructions as stated on the applicable Quote. The Services are limited to an assessment of Client samples' conformity to requirements, specifications, and/or protocols Client has established, and do not express any opinion regarding the bulk from which the samples were drawn. The Services will not result in UL Solutions issuing product certification of any product, or registration of any management system.
- Retailer Programs.** If Client requests UL Solutions to assess compliance with retailer, carrier, or other third-party ("Retailer") program by requesting Services under the Retailer's program, Client consents to UL Solutions disclosure of all associated information, materials, reports, and deliverables to such Retailer and acknowledges that, notwithstanding any terms to the contrary in the Terms, the ownership of the deliverables for the Services is in accordance with the Retailer's program.
- Payment Terms.** Client will pay, without set off, UL Solutions fees and related expenses in accordance with its then current pricing or as set out in the Quote including the cost of all taxes, wire or transfer fees, duties, and other fiscal charges which become due on the quoted price. UL Solutions 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. Client agrees to pay reasonable collection costs, including attorneys' fees, if necessary, in the event of late or non payment.
- Requirements, Specifications, and Protocols.** Client is responsible for establishing or selecting all applicable requirements, specifications, and protocols that UL Solutions will use in performing the Services ("Client Requirements"). UL Solutions may provide Client with assistance in developing Client Requirements to meet Client's needs, however, in all cases Client must review and approve the Client Requirements to be used in performing the Services.
- Estimated Schedule and Price.** Any time schedule and pricing terms set forth in the Terms are estimates only and subject to change upon reasonable notice from UL Solutions depending upon the specific project.
- Samples.** If UL Solutions requires sample examination at a UL Solutions facility (or an affiliate's or subcontractor's facility), Client will ship representative samples at Client's expense. Once UL Solutions has determined the sample requirements, UL Solutions will inform Client of the number of samples needed and shipping instructions. UL Solutions, in its sole discretion, may not allow samples to be returned to Client for environmental, health, or safety reasons.
 - Sample Information:** Prior to the Services, Client must promptly disclose to UL Solutions the presence of any asbestos, hazardous chemicals, pollutants, contaminants, or other inherently dangerous substances which are contained in the samples ("Hazardous Substances"). Client will retain title to all Hazardous Substances in transit to UL Solutions and to the waste generated in performance of the Services.
 - Shipping Samples.** UL Solutions will provide Client with information on where to ship the product. Usually, UL Solutions will ask Client to ship product samples to a nearby UL Solutions facility. To avoid unnecessary shipping, storage, and disposition expenses, Clients shall not send samples to UL Solutions until UL Solutions requests them and only in the quantity and condition requested by UL Solutions. Client shall comply with all applicable federal, state and local laws, codes, ordinances, UL Solutions policies, and other rules and legal requirements applicable to the shipping, handling, and disposition of the samples.
 - Oversized Samples.** Some products or systems cannot be easily or economically shipped to UL Solutions. If a product cannot be shipped to UL Solutions, UL Solutions and Client may mutually agree upon other ways to investigate Client's product at Client's facility or other location.
 - Testing and Return of Samples.** The Services may not physically destroy Client's samples, however, products which have been tested will not be in a condition to be reused or resold. UL Solutions will not be responsible for lost, damaged, or destroyed samples, or for injuries or damage of any nature caused by any sample. UL Solutions is not responsible for the storage of Client's samples. If Client does not respond in the timeframe UL Solutions instruction require regarding sample disposition, UL Solutions may immediately remove the sample(s) from its premise and charge Client for any related expenses or costs, including without limitation expenses related to hazardous waste disposal, storage fees, packaging, and shipping.
- On-Site Investigations.** If UL Solutions performs Services on site at Client's facilities, or at the facilities of other parties as directed by Client, Client will ensure that UL Solutions representatives have safe, secure, and free access to the facilities as necessary to perform the Services. UL Solutions will direct its representatives to exercise due care in complying with any safety regulations which may be generally applicable to the facility's personnel. UL Solutions access will not be conditioned upon the execution of any agreement, waiver, or release. If UL Solutions representatives are prevented from performing or completing any Services for any reason beyond UL Solutions reasonable control, UL Solutions will not be responsible for the nonperformance, and Client may be charged for any actual expenses UL Solutions incurs, cancellation fees, and fees for services performed.
- Management System and Manufacturing Processes Audits and/or Assessments.** UL Solutions will evaluate Client's management systems and/or manufacturing processes and provide audit and/or assessment services in accordance with Client's Requirements. Such audits may have the option or require continuous assessment services. Continuous assessment services are designed only to serve as verification of continued compliance with a management system or manufacturing process and do not indicate a guarantee of compliance.
- Deliverables.** When UL Solutions completes the Services, UL Solutions will provide Client with a report outlining the method and results of the Services. This report will be provided in UL Solutions standard report format, unless otherwise agreed in writing. UL Solutions does not guarantee that its opinions or findings will be recognized or accepted by third parties. If Client makes any subsequent analysis, summaries, reports, or observations based on the UL Solutions report, Client acknowledges that such derivative work is created independently of UL Solutions control and does not reflect the content of the report. Client shall not use a UL Solutions name or Mark on any derivative work. Any report provided by UL Solutions as part of the Services is intended for the exclusive use of the Client and as may be required, government or regulatory bodies. The UL Solutions issued report shall not be published, used for advertising purposes, copied or replicated for distribution or otherwise publicly disclosed without the prior written consent of UL Solutions.
- Ownership of Work Product.** Client will own the test data contained in the reports produced by UL Solutions ("Client's Information"). Except for Client Information, UL Solutions will retain all right, title, and interest to reports, concepts, data, designs, developments, documentation, drawings, equipment, hardware, improvements, information, inventions, processes, software, techniques, technology, test fixtures, tools, and any other intellectual property produced, created or developed by UL Solutions, its affiliates, or any of its personnel in the general conduct of its business including those developed during the provision of the Services. Notwithstanding anything to the contrary, Client agrees that the UL Solutions and its affiliates shall have a non-exclusive, perpetual, irrevocable, fully-paid-up, royalty free license to use aggregated, anonymized data derived from Client Information, including any Confidential Information ("the Aggregated Data") for purposes of improving UL Solutions or its affiliates business and services.
- Use of Names and Marks.** Except as otherwise authorized by UL Solutions in writing, Client will not use UL Solutions or any of its subsidiaries, affiliates, or parent companies' trademarks, service marks, certification marks, trade names, logos, domain names, corporate identifiers or other intellectual property rights that contain or include "UL", "Underwriters Laboratories", "UL Solutions" and variations and derivatives thereof (collectively, the "Marks") on any goods or their containers or packaging, or in connection with any advertising, promotions, or otherwise. Client agrees that in the event of any violation by Client of the Terms, a temporary injunction may be issued restraining Client from any further use of the Marks. Such relief shall be in addition to any other rights and remedies provided to UL Solutions by law. Client is not permitted to, and will not, photograph, videotape or record any portion of the Services without UL Solutions express written permission.
- Cancellation Fees.** If Client cancels or changes the Services:
 - For an inspection less than one (1) working day before the scheduled inspection date, UL Solutions will charge Client the Quote price plus any travel costs incurred before the cancellation.
 - For testing after UL Solutions receives the sample(s) at the testing facility, UL Solutions will charge Client cancellation fees according to the amount of actual work performed with a minimum cancellation fee of \$100 USD.
 - For a scheduled audit date, Client 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 minimum cancellation fee of \$600 USD fee in addition to any incurred travel costs.
- Warranty.** UL Solutions will provide Services in accordance with professional standards of conduct generally applicable to testing, inspection, and certification organizations and UL Solutions will not have any responsibility other than to exercise reasonable skill, care and diligence in the performance of Services. NO REPRESENTATION, WARRANTY, OR GUARANTEE, EXPRESS OR IMPLIED, IS INCLUDED IN THE TERMS, OR IN ANY REPORT, OR OTHER DOCUMENT PROVIDED UNDER THE TERMS INCLUDING, BUT NOT LIMITED TO:
 - ANY "IMPLIED WARRANTY OF MERCHANTABILITY" OR "FITNESS FOR A PARTICULAR PURPOSE".
 - NON-INFRINGEMENT.
 - THAT THE UL SOLUTIONS REPORT, OPINIONS, OR FINDINGS WILL BE RECOGNIZED OR ACCEPTED BY THIRD PARTIES.
 - THAT THE WEB SERVICES (AS DEFINED BELOW) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.
- Client Information.** Client represents and warrants that all information and data provided to UL Solutions by Client, or on its behalf, is complete and accurate and may be relied upon to provide Services and does not infringe on the intellectual property rights of any third party. If any information or data provided to UL Solutions by Client or on Client's behalf is incomplete or inaccurate, UL Solutions will not be liable in any manner for any deficiencies in the Services.
- Web Services.** UL Solutions may provide Client 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 Client as a convenience and are provided on an "as is, as available" basis. By using the Web Services, Client acknowledges and agrees that no data or content transmitted over UL Solutions 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 UL Solutions, its affiliates, or its service providers may be deleted, modified, or damaged. Client acknowledges that if Client would like to protect its transmission of data or files to UL Solutions, it is Client's responsibility to use a secure encrypted connection to communicate with and use the Web Services. Client's use of the Web Services is at its sole risk and is subject to any terms of use applicable to such Web Services. Web Services are included in the definition of Services above.
- Confidentiality.** "Confidential Information" means any information, technical data, know-how, tangible products or materials provided by one party to the other party under the Terms. Confidential Information shall not include any information that:
 - Was previously known to the recipient or independently developed by the recipient without reference to the Confidential Information.
 - Is or becomes publicly available through no fault of the recipient.
 - Is disclosed by the recipient with the discloser's prior written approval; or
 - Required to be disclosed by law or regulatory authority.The recipient shall use Confidential Information only for the parties' mutually agreed upon purpose as described in the Terms. The recipient shall not disclose Confidential Information to any third party except its officers, directors, trustees, employees, consultants or agents who need access to the Confidential Information to perform the parties' mutually agreed upon purpose.
- Limits of Liability.** UL SOLUTIONS TOTAL LIABILITY FOR ANY CLAIMS FOR LOSS, DAMAGE, OR EXPENSE OF ANY NATURE AND HOWSOEVER ARISING INCLUDING WITHOUT LIMITATION CLAIMS FOR ANY BREACH OF CONTRACT, ANY FAILURE TO EXERCISE APPROPRIATE SKILL AND CARE, ANY FORM OF NEGLIGENCE OR OTHER TORT, AND/OR ANY INDEMNIFICATION OBLIGATION OR OTHER OBLIGATION IN THE TERMS OR QUOTE WILL UNDER NO CIRCUMSTANCE EXCEED THE FEES RECEIVED FOR THE SPECIFIC SERVICES WHICH GIVE RISE TO SUCH CLAIMS. UNDER NO CIRCUMSTANCE WILL UL SOLUTIONS 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 CLIENT; OR OTHER INTANGIBLE LOSSES (EVEN IF UL SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). UNDER NO CIRCUMSTANCE WILL UL SOLUTIONS BE LIABLE TO CLIENT FOR ANY CLAIMS FOR LOSS, DAMAGE, OR EXPENSE UNLESS SUCH CLAIM IS BROUGHT WITHIN TWELVE MONTHS AFTER THE DATE OF THE PERFORMANCE BY UL SOLUTIONS OF THE SERVICES WHICH GIVE RISE TO THE CLAIM OR, IN THE EVENT OF ANY ALLEGED NON-PERFORMANCE, WITHIN TWELVE MONTHS OF THE DATE WHEN SUCH SERVICES SHOULD HAVE BEEN COMPLETED.
- Indemnification.** Client will defend, hold harmless, and indemnify UL Solutions and its officers, directors, trustees, employees, agents, or subcontractors against all claims made by any third party for loss, damage, or expense arising out of the Terms or the Quote, including without limitation, the performance or non-performance of any Services or the Web Services.
- Waiver.** Any failure by a party to insist upon the performance of any section of the Terms will not constitute a waiver of any rights under the Terms or future performance of that section.
- No Third-Party Beneficiaries.** The parties intend that no provisions of the Terms 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 the Terms.
- No Assignment.** Neither party may assign any of its rights or obligations under the Terms to any other person without the other party's written authorization. However, UL Solutions may, upon written notice, assign its rights and obligations under the Terms to any of its affiliates or subsidiaries.
- Subcontracting and Personnel.** UL Solutions will be responsible for assigning and re-assigning its personnel, as appropriate, to perform the Services. For the duration of the engagement and for a period of twelve (12) months after the Services are completed, Client will not actively solicit the employment of UL Solutions personnel involved directly with providing the Services under the Quote. Client agrees that UL Solutions may subcontract the Services to third parties. Client authorizes UL Solutions to disclose all information to the subcontractor, including Confidential Information, necessary for such performance of the Services by the subcontractor. UL Solutions will provide as a term of any such subcontract that the subcontractor shall meet UL Solutions current qualification requirements and will comply with its requirements for confidentiality, conflicts of interest, and ethical standards.
- Termination and Notice.** The Quote will continue in effect until the Services are completed or until the Quote is terminated by either party upon thirty days written notice or, in the event of Client's breach of the Terms or the Quote, immediately upon receipt of written notice to Client. Client will pay those fees and expenses incurred by UL Solutions prior to termination. Notices must be in writing and may be delivered by mail or email. Notices to UL Solutions must include a copy by email to legal_notices@ul.com.
- Choice of Law and Dispute Resolution.** All disputes, claims, controversies, questions, or differences related to or arising out of the Services, the Quote, or the Terms will be finally settled by confidential arbitration (except for the limited court remedies provided below). The arbitration will be conducted in English before a single arbitrator agreed to by both parties (or if the parties cannot so agree, an arbitrator appointed by the applicable administrator), in accordance with the then-current rules and procedures of the applicable administrator. The administrator, location, and governing law applicable to the construction and interpretation of the Terms and the Quote will be as follows:
 - If UL Solutions principal place of business is in the United States of America, the arbitration will be administered in Chicago, Illinois by the American Arbitration Association, and the arbitrator will apply the laws of the State of Illinois.
 - If UL Solutions principal place of business is in Canada, the arbitration will be administered in Toronto by the International Centre for Dispute Resolution Canada, and the arbitrator will apply the laws of Ontario.
 - If UL Solutions principal place of business is in Latin America, the arbitration will be administered in Miami, Florida, USA by the International Centre for Dispute Resolution, and the arbitrator will apply the laws of the State of Florida.
 - If UL Solutions principal place of business is in Europe, Africa, or the Middle East, the arbitration will be administered in Zurich, Switzerland by the International Chamber of Commerce, and the arbitrator will apply the laws of Switzerland.
 - If UL Solutions and Client's principal places of business are in China, the arbitration will be administered in Beijing by the China International Economic and Trade Arbitration Commission, and the arbitrator will apply the laws of China. If UL Solutions principal place of business is in China but Client's principal place of business is outside China, the next clause will apply.
 - If UL Solutions principal place of business is in Asia (except as set forth in the preceding clause), Australia, or New Zealand, the arbitration will be administered in Singapore by the Singapore International Arbitration Centre, and the arbitrator will apply the laws of the Republic of Singapore.The arbitrator does not have authority to modify the Terms and must apply the above choice of law without regard to conflicts of law principles. The arbitrator's decision will be the binding and final remedy for any dispute between the parties arising out of the Terms. However, a party may seek from a court of competent jurisdiction: judgement on an arbitration award, provisional remedies in aid of arbitration, or injunctive relief to stop a breach or threatened breach of the Terms.
- Severability.** If any section of the Terms is held invalid, void, or unenforceable for any reason that section will be severed, and all other sections of the Terms will remain valid to the extent permissible under law.
- Modifications.** The Terms and Quote are the entire and complete agreement between the parties and supersede any other communications, representations, agreements with respect to its subject matter. Under no circumstances will any preprinted, additional, or different terms and conditions on Client's requests for quotation, purchase orders, invoices, sales or marketing materials, emails, any acceptance communications, or other business documents apply to the Services or the Terms or bind UL Solutions in any manner. Modifications that have not been made by UL Solutions or that have not been accepted by UL Solutions in a written or emailed confirmation from UL Solutions are not accepted by UL Solutions, and commencement of performance will not signify acceptance by UL Solutions of any such modifications. Any such modifications are excluded from the agreement, and such modifications will not be a binding agreement on UL Solutions.
- Order of Precedence.** Except for conflicts related to payment terms, estimated schedule, or price for the Services, the Terms will take precedence over any conflicting terms in any Quote.
- Electronic Signature.** The Terms may be executed and delivered by facsimile, PDF, or by means of other electronic signature. UL Solutions' electronic, digital, or hard copies of the Terms, Client's acceptance, and Quotes as signed, or otherwise accepted, by Client will be the true, complete, valid, authentic, and enforceable copies of these documents. Client agrees that it will not contest the admissibility or enforceability of UL Solutions copies in a court or any proceeding arising out of such documents.
- Force Majeure.** Neither party will be liable for any failure or delay in the performance of its obligations due to fire, flood, earthquake, governmental actions, epidemic disease, 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:
 - Could not have been prevented by reasonable precautions.
 - Cannot reasonably be circumvented.
 - The party hindered or delayed immediately notifies the other party describing the circumstance causing delay.