

TEST REPORT NO.: **1002727226**

Jun.9, 2025

## OVERALL RATING

X PASS

FAIL

NC

**Applicant :** Xiamen Super Tablewares Import&Export Co., Ltd  
**Address :** Room 1601, No.478, Xinglinwan Road,  
JiMei District Xiamen ,China 361021

**Test Date:** May 23, 2025 – Jun 09, 2025  
**Received Date:** May 23, 2025

**Contact Person :** Jojo**Sample Description :** Plastic Cup**Buyer Name :** The TJX Companies., Inc**Style No. :** AC1478S2,AC1480OS,AC1479OS.**PO No. :** 493779,493780,534665.**Color :** Multi Color**Age Grade :** /**Factory Name :** /**Supplier/** : /**Manufacturer Name****Agent :** /**Season :** Q3**Country of Origin :** /**Export To :** US**Prev. Report No. :** /

**TEST REQUESTED:** Examination and test for compliance with appropriate tests of:  
Protocol: TJX-73-0012 Food Contact: Tableware, Drinkware, Cookware, Bakeware, Cutleries &  
Accessories: Adults & Client's requirement

**For and on behalf of**

UL VS Shanghai Limited Shenzhen Branch



Eric Wu - Laboratory Manager  
(Hardlines Department)



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

UL VS Shanghai Limited Shenzhen Branch  
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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  
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电话(T): 755-81202888 / 网址(W): W: ul.com

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## OVERALL RATING

X	PASS
	FAIL
	NC

## Summary of Test Results:

Market	Test Item	Conclusion
US	Extracted Lead & Cadmium from Lip & Rim Decoration	Not Applicable
	FDA: Indirect Food Additives	Pass
	Massachusetts: Lead Prevention & Control (external)	Not Applicable
	Toxics in Packaging	Not Tested
	Total Lead in Adult Products: Illinois Lead Poisoning Prevention Act	Pass
	Minnesota: Lead and Cadmium in Consumer Products	Pass
	Interpretations of Magnuson-Moss Warranty Act	Not Tested
	California Proposition 65	Pass
	Labeling on Packaging	Not Tested
	Country of Origin Marking	Not Tested
	Plastic Bag Suffocation Warning	Not Tested
	Flammability of Solids	Pass
	California: Labeling of Plastic Products	Pass
	Actual Use -Functionality	Pass
	Drop Test	Pass
	Handle Test	Not Applicable
	Handle Attachment Strength Test	Not Applicable
	Dishwasher Test	Not Applicable
	Fit Test: Cap or Lid	Not Applicable
	Handwashing Test	Pass
	Effects of Heat	Not Applicable
	Salt Spray Test: 1%Salt Solution	Not Applicable
	Performance Test	Pass
	Stain Resistance Test	Pass
	Microwave ability: Disposable Plates, Paper, Plastic and Foam	Not Applicable
	Microwave Oven Test: Ceramic	Not Applicable
	Microwave Oven Test	Pass
	Cycle Usage Test: 100Cycles	Not Applicable
	Low Temperature Test	Pass
	Leakage Test: Cups	Pass
	Thermal Insulation &Retention Test for Drinking Vessels	Not Applicable
	Effects of Extreme Temperature	Pass
	High Humidity & High Temperature Test	Pass
	Grease Resistance	Not Applicable
	Oil Penetration	Not Applicable
	Rigidity	Pass

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<b>X</b>	<b>PASS</b>
	<b>FAIL</b>
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<b>Market</b>	<b>Test Item</b>	<b>Conclusion</b>
US	Rigidity: Plates & Bowls	Not Applicable
	Water Resistance of Paper Plates	Not Applicable
	Hot Egg Test	Not Applicable
	Conditioning: Paper	Not Applicable
	Verification of Stainless Steel Composition	Not Applicable
	Blade Hardness Test	Not Applicable
	Product Documentation Review	Not Tested
	Instructions	Not Tested
	Appearance: Description of Product	For Reference Only
	Material Type	Pass
	Dimensions (L x W x H): Overall	For Reference Only
	Capacity	For Reference Only
	Odor Test	Pass
	Flavor Transfer	Not Applicable
	Thickness	Not Applicable
	Sharp Edges Test	For Reference Only
	Sharp Points Test	For Reference Only
	Workmanship	Pass
	Defects	Pass
	Parts Inventory Test	Not Applicable
	Colorfastness to Crocking: Paper	Not Applicable

**Remark:**

1. The results relate only to the samples tested.
2. The tested sample/Components/Test item were selected by client.

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**TEST RESULTS**
**United States: Regulatory & Safety Testing**

Test Property	Test Method/ Citation	Product Requirement	Test Results	Rating
<b>Chemical/ Analytical</b>				
Extracted Lead & Cadmium from Lip & Rim Decoration	ASTM C927-80 & Society of Glass& Ceramic Decorators	Extractable lead (Pb) and cadmium (Cd) shall not exceed the following limits in any one of 6 units: Cadmium (Cd): 0.4 ppm (mg/L) Lead (Pb): 4.0 ppm (mg/L) Note: Applicable to Porcelain, Stoneware, Ceramic & Glass drinking vessels with decoration on lip and rim area (20 mm in height, measured from the superior edge.).	This test was not applicable to the sample.	Not applicable
FDA: Indirect Food Additives	21 CFR 170-189 Lab needs to know the specific substance Citation: Food, Drug and Cosmetic Act & 21 CFR 509	Only applicable to components and accessories that come into contact with food. Must comply with USFDA indirect food additives regulations (food simulating solvents). Appropriate criteria and procedure will depend upon the composition of the contact surface being analyzed. Lab needs to know specific material. GRAS materials must comply with USFDA indirect food additives regulations (food simulating solvents). Appropriate criteria and procedure will depend upon the composition of the contact surface being analyzed. Lab needs to know specific material. For samples that are plastic, test each color and type of plastic. This test is only performed for pet/animal products if a Generally Recognized as Safe (GRAS) material is used. Note: Vendor can submit documentation in lieu of testing if dated within one year. If the vendor cannot submit documentation, then the test is performed for an additional fee.	See remark 1.4	Pass
Massachusetts: Lead Prevention & Control (external)	ASTM C738-94 (Modified) Citation: 105 CMR 460.200	Lead: <2.0 ppm. Note: Applicable to decorated glassware or ceramic cups and mugs.	This test was not applicable to the sample.	Not applicable
Toxics in Packaging	CPSC-CH-E1003-09.1, CPSC-CH-E1002-08.3, CPSC-CH-E1001-08.3, CPSC-CH-E1002-08.3, CTN6339 and CTN 6340 Citation: State Legislation (Modified) Revision: Current	Modification: Composite testing is performed. The sum of the concentrations of lead, mercury, cadmium and hexavalent chromium that can be found in any package or packaging components, including inks or labels: < or = 100 ppm (0.01%). For packages or packaging that contains recycled or post-consumer content, the sum of the concentrations of lead, mercury, cadmium and hexavalent chromium that can be found in any package or packaging components, including inks or labels: < or = 100 ppm (0.01%), with the following exceptions: New Hampshire: If the packages or packaging surpasses 100 ppm for the above heavy metals, but would meet the 100 ppm requirement if not for the addition of recycled/post-consumer content, the packages/packaging is exempt from this requirement, so long as the sum of the concentrations of lead, mercury, cadmium and hexavalent chromium that can be found in any package or packaging components, including inks or labels, shall not exceed 200 ppm (0.02%). Rhode Island, Virginia, and Georgia: If the	No final packaging was provided.	Not tested

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**United States: Regulatory & Safety Testing**

Test Property	Test Method/ Citation	Product Requirement	Test Results	Rating
		packages or packaging surpasses 100 ppm for the above heavy metals, but would meet the 100 ppm requirement if not for the addition of recycled/post-consumer content, the packages/packaging is exempt from this requirement. Maine: If the packages or packaging surpasses 100 ppm for the above heavy metals, but would meet the 100 ppm requirement if not for the addition of recycled/post-consumer content, the packages/packaging is exempt from this requirement, so long as the exemption is reapproved every 6 years.		
Total Lead in Adult Products: Illinois Lead Poisoning Prevention Act	CPSC-CH-E1003-09.1, CPSC-CH-E1001-08.3, CPSC-CH-E1002-08.3 Citation: 410 ILCS 45 Revision: Current	To determine if a label is required, testing must be performed first. Warning statement is required for adult samples with >600 ppm lead in substrates or surface coatings.	See remark 1.2	Pass
Minnesota: Lead and Cadmium in Consumer Products	CPSC-CH-E1003-09.1, CPSC-CH-E1001-08.3, CPSC-CH-E1002-08.3 Citation: Minnesota Chapter 60, Sec. 24 [325E.3892] Revision: Current	A person must not import, manufacture, sell, hold for sale, or distribute or offer for use in this state any covered product containing:(1) lead at more than 0.009 percent by total weight (90 parts per million); or (2) cadmium at more than 0.0075 percent by total weight (75 parts per million).	See remark 1.3	Pass

**Labeling**

Interpretations of Magnuson-Moss Warranty Act	Visual Inspection Citation: 16 CFR 701	Warranties are not required. However, if a warranty is included with the product, the warranty must comply with the regulation. Any warrantor warranting to a consumer by means of a written warranty a consumer product actually costing the consumer more than \$15.00 shall clearly and conspicuously disclose in a single document in simple and readily understood language, the following items of information: 1) whether the warranty is either full or limited 2) what the warranty covers or does not cover 3) the period of coverage 4) what will be done to correct problems 5) how the customer can obtain warranty service 6) how state law will affect the customer's rights under the warranty (Acceptable boilerplate: This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.).	No packaging was provided.	Not tested
California Proposition 65	Visual Inspection Citation: Title 27, Article 6, Sec.25601 California Code of Regulations	Please refer to the appropriate protocol below for California Proposition 65, which contain lists of settlements/judgments known to UL: If the client has asked for testing to California Proposition 65, please refer to the appropriate protocol below: 1. GEN-65-0002 - Arts and Crafts Needlework / Toys/Games	See remark 1.1	Pass

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**United States: Regulatory & Safety Testing**

Test Property	Test Method/ Citation	Product Requirement	Test Results	Rating
		/ Music 2. GEN-65-0003 - Beauty/Personal Care/Hygiene / Cleaning/Hygiene Products / Healthcare 3. GEN-65-0004 - Clothing / Footwear / Personal Accessories 4. GEN-65-0005 - Food/Beverage/Tobacco / Pet Care/Food 5. GEN-65-0006 - Stationery/Office Machinery/Occasion Supplies / Textual/Printed/Reference Material 6. GEN-65-0007 - Tool Storage/Workshop Aids / Tools/Equipment - Hand / Tools/Equipment - Power / Safety/Protection - DIY 7. GEN-65-0008 - Household/Office Furniture/Furnishings / Kitchen and Tableware / Lawn/Garden Supplies 8. GEN-65-0009 - Electrical Supplies / Home Appliances / Audio Visual/Photography 9. GEN-65-0010 - Sports Equipment / Camping / Miscellaneous 10. GEN-65-0011 -Plumbing/Heating/Ventilation/Air Conditioning / Storage/Haulage Containers / Vehicle / Lubricants Results are reported as PASS/FAIL if the client is named in the settlement or if the client has agreed to the settlement/judgment, otherwise the result is not rated. Note: Settlements/Judgments are legally binding to individuals named in the settlement/judgment. Meeting the requirement of the settlement/judgment for non-parties does not necessarily protect against liability. Clients not named in the settlement need to determine the risk if choosing not to label their product.		
Labeling on Packaging	Visual Inspection Citation: 16 CFR 500-503 (Fair Packaging & Labeling Act)	If the sample is not a consumer commodity, then the result of this test is reported for reference only; the result is not rated. As applicable to consumer commodities: 1) Statement of identity. 2) Name and place of business of manufacturer, packer or distributor. Place of business shall include street address, city, state, and zip code; however, the street address may be omitted if it is listed in a readily accessible, widely published, and publicly available resource, including but not limited to a printed directory, electronic database, or Web site. 3) Net quantity of the contents in terms of weight, measure, or numerical count. No exaggerative words are allowed in relation to describing the unit of weight or mass, measure or count (i.e., "giant quart," "jumbo liter," "full gallon," "when packed," "minimum," etc.). 4) Statements of weight or mass (if shown on label) shall be in terms of both avoirdupois pound and ounce and SI metric kilograms, grams, or milligrams.	No final packaging was provided.	Not tested

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**United States: Regulatory & Safety Testing**

Test Property	Test Method/ Citation	Product Requirement	Test Results	Rating
Country of Origin Marking	Visual Inspection Citation: 19 CFR 134	(Applicable to imported products only) Product shall be marked in a way to indicate to the ultimate purchaser the English name of the country of origin of the product. Country of origin shall be marked in a conspicuous place as legibly, indelibly, and permanently as the nature of the product (or container) will permit.	No final packaging was provided.	Not tested
Plastic Bag Suffocation Warning	Visual Inspection Citation: California Business & Professions Code, Sec. 22200-22205, Chicago, IL Municipal Code C.7-28-050, MA 105 CMR 630.000, 10 NY ADC 12.12, RI Code 11-9-16 & VA Code 18.2-320	If bag thickness is 1 mil or greater, report as PASS. If bag thickness is <1 mil, in order to establish compliance (pass/fail), the bag's dimensions need to be considered in conjunction with the labeling specifications of the individual jurisdictions as follows: CALIFORNIA - You must label if: 1) Thickness is an average less than one mil, and 2) Size of opening is larger than 25 square inches or a capacity of more than 125 cubic inches. CHICAGO, IL - requirement is for polyethylene bag, other than one used for food products weighing not more than five pounds, intended for household. MASSACHUSETTS & NEW YORK - You must label if: 1) Thickness is less than one mil, and 2) Size of opening has a diameter of seven inches or more, and 3) Length and width when added together totals 25 inches or more. RHODE ISLAND - You must label if: 1) Thickness is less than one mil, and 2) Size of opening is larger than five inches in diameter. VIRGINIA - You must label dry cleaning bags if: 1) Thickness is less than one mil, and 2) Length totals twenty-five inches or more. CALIFORNIA & RHODE ISLAND - Total length and width of: <30 inches = 10 point type minimum= or > 30 inches and < 40 inches = 14 point type minimum= or > 40 inches and < 60 inches = 18 point type minimum= or > 60 inches = 24 point type minimum. MASSACHUSETTS - Total length and width of: = or > 25 inches and < 40 inches = 14 point type minimum = or > 40 inches and < 60 inches = 18 point type minimum = or > 60 inches = 24 point type minimum. If total length and total width is more than 40 inches (when added), label shall be repeated at 20 inch intervals. NEW YORK - Total length and width of: = or > 25 inches and < 30 inches = 10 point type minimum = or > 30 inches and < 40 inches = 14 point type minimum = or > 40 inches and < 60 inches = 18 point type minimum = or > 60 inches = 24 point type minimum. VIRGINIA - 36 point type minimum. Plastic bags in California, Massachusetts, New York, Rhode Island, and Virginia require the following warning: "WARNING: To avoid danger of suffocation, keep this plastic bag away from babies and children. Do not use this bag in	No final packaging was provided.	Not tested

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**United States: Regulatory & Safety Testing**

Test Property	Test Method/ Citation	Product Requirement	Test Results	Rating
		cribs, beds, carriages or play pens. This bag is not a toy." If the warning is required based on thickness and opening size, but not present, then the test shall be reported as fail. If a warning is present, report the warning listed on the bag.		
<b>Flammability</b>				
Flammability of Solids	16 CFR 1500.3(c)(6)(vi), 16 CFR 1500.44 & 16 CFR 1500.83 (Modified) Citation: Federal Hazardous Substances Act	Modification: Ceramic and metal samples are not tested unless requested by client. Burn rate: < or = one-tenth of an inch per second along its major axis.	The sample met the requirement.	Pass

**United States: Regulatory Testing: Plastic Samples: Additional Testing as Required**

Test Property	Test Method/ Citation	Product Requirement	Test Results	Rating
<b>Labeling</b>				
California: Labeling of Plastic Products	Written Confirmation Citation: Public Resources Code Ch. 5.7, Part 42357 (a)(1)	A person shall not sell a plastic product that is labeled with the term "compostable," "home compostable," or "marine degradable" unless, at the time of sale, the plastic product meets the applicable ASTM standard specification, as specified below: The ASTM Standard Specification for Compostable Plastics D6400, as published in September 2004 The ASTM Standard Specification for Non-Floating Biodegradable Plastics in the Marine Environment D7081, as published in August 2005 The ASTM Standard Specification for Biodegradable Plastics Used as Coatings on Paper and Other Compostable Substrates D6868, as published in August 2003 Documentation is requested from vendor but is not verified for compliance with the regulation.	The sample met the requirement.	Pass

**By Request Only**

Test Property	Test Method/ Citation	Product Requirement	Test Results	Rating
<b>Performance</b>				
Actual Use - Functionality	Actual use	Shall function as intended as received. Report details of evaluation (features tested/methods used/materials used, etc.) Report any features not evaluated.	The sample met the requirement.	Pass
Drop Test	UL-TS-082	The result of this test is reported for reference only; the result is not rated. Sample shall not produce any sharp points or sharp edges and shall function normally at the end of the dropping cycles: 4 drops from a height of 3 feet (0.91 m) onto a concrete floor with a vinyl covering.	The sample met the requirement.	Pass

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

UL VS Shanghai Limited Shenzhen Branch  
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**TEST REPORT NO.: 1002727226**
**Jun.9, 2025**
**OVERALL RATING**

<b>X</b>	<b>PASS</b>
	<b>FAIL</b>
	<b>NC</b>

**By Request Only**

Test Property	Test Method/ Citation	Product Requirement	Test Results	Rating
Handle Test	UL-TS-152	The handle(s) shall not crack, loosen or break off when the vessel is filled with water and lifted by the handle(s).	This test was not applicable to the sample.	Not applicable
Handle Attachment Strength Test	UL-TS-096	The end of the handle shall withstand a vertical load as specified for one minute without breakage, cracking or permanent deformation.	This test was not applicable to the sample.	Not applicable
Dishwasher Test	UL-TS-108	Not applicable to products claiming "Not Dishwasher Safe". Product shall withstand 10 dishwasher wash/dry cycles without adverse effects, such as corrosion or deformation. Product shall show no signs of graphic or print removal and no moisture build-up between double wall-constructed vessels.	This test was not applicable to the sample.	Not applicable
Fit Test: Cap or Lid	Actual Use	Cap or lid shall fit securely to the body of the sample, and there shall be no leakage when samples designed to hold liquids or gels are properly closed and then inverted.	This test was not applicable to the sample.	Not applicable
Handwashing Test	UL-TS-151	Applicable to products claiming "Not Dishwasher Safe." Sample shall show no adverse effects, such as corrosion or deformation, at the end of five handwashing cycles with common household detergent. A 5-minute soak in hot 110-115°F (43-46°C), soapy tap water is required for each cycle. For samples that are not likely to be submerged in water, a damp cloth or sponge shall be used to clean the surfaces.	The sample met the requirement.	Pass
Effects of Heat	UL-TS-358 Revision: 1	Place empty sample in preheated 350°F oven, lid included. Remove from oven after one hour, cool, and repeat using a temperature of 400F. There shall be no cracking, melting, discoloration, or deformation after this two stage test.	This test was not applicable to the sample.	Not applicable
Salt Spray Test: 1% Salt Solution	ASTM B117 (Modified)	Modification: Changed from 5% salt solution to 1% salt solution. The item shall function as intended, and there shall be no corrosion or major discoloration after 24 hours of exposure to a 1% salt solution. As applicable to samples / sample components constructed of metal or samples with metallic coatings that can be exposed to the environment.	This test was not applicable to the sample.	Not applicable
Performance Test	UL-TS-060	Sample shall perform as intended and meet all verifiable labeled claims. Unverifiable claims are reported. Report sample as PASS if the product performs as intended and meets all verifiable labeled claims. Report sample as FAIL if the product does not perform as intended or does not meet all verifiable labeled claims.	The sample met the requirement.	Pass
Stain Resistance Test	UL-TS-113	For products that are not specifically designed to hold food and/or liquids, such as resin tables, cutting boards, etc., place one teaspoonful of each reagent onto the surface of the product and allow to set for one hour. For products that are designed to hold only food such as tableware etc., place one teaspoonful of each reagent onto the surface of the product and allow to set for one hour. For products specifically designed to hold hot liquids, such as cups and mugs, fill with eight fluid ounces of the coffee and tea reagents and allow to	The sample met the requirement.	Pass

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**TEST REPORT NO.: 1002727226**
**Jun.9, 2025**
**OVERALL RATING**

<b>X</b>	<b>PASS</b>
	<b>FAIL</b>
	<b>NC</b>

**By Request Only**

Test Property	Test Method/ Citation	Product Requirement	Test Results	Rating
		set for one hour. For cookware, such as sauce pans and fry pans, pour one jar of spaghetti sauce into the item and bring to a boil, then remove from heat and allow to set for one hour. Reagents: Tea (Black), Coffee (Dark Roast), Tomato Catsup (Heinz), Yellow Mustard (French's), Tomato-based Spaghetti Sauce (Ragu Traditional), Milk, Grape Juice. Or other to be used specifically with the product.		
Microwave ability: Disposable Plates, Paper, Plastic and Foam	Direct Observation	Weigh 20.0 ± 5.0 of pasta sauce onto the plate and microwave for 1 minute. Look for any plate burning or distortion.	This test was not applicable to the sample.	Not applicable
Microwave Oven Test: Ceramic	UL-TS-109 (Modified)	Modification: Filled with 2/3 full of water; 1000-1100 watt, boil for 3 minutes (or equivalent energy); temperature not exceed 120 degree F, record grip temperature at 1, 1.5, 2 and 2.5 min. Shall withstand test with no distortion, melting, surface deformation or staining after 5 cycles. Test items are filled with 2/3 full of water. Using 1000-1100 watt unit, boil for 3 minutes (or equivalent energy).[If sample have handle] Test items are filled with 2/3 full of water. Using 1000-1100 watt unit, boil for 3 minutes (or equivalent energy).Recording the grip temperature at 1, 1.5, 2 and 2.5 min time segments. If enough mugs are provided, a new mug shall be used each time segment. If not, then the mug must be cooled in-between. Criteria: Record temperatures – must not exceed 120 degree F. Product shall show no adverse effects such as permanent deformation, cracks or sparking, during or after five five-minute microwave oven cycles at100% power .	This test was not applicable to the sample.	Not applicable
Microwave Oven Test	UL-TS-109	Product shall show no adverse effects such as permanent deformation, cracks or sparking, during or after five five-minute microwave oven cycles at 100% power.	The sample met the requirement.	Pass
Cycle Usage Test: 100Cycles	UL-TS-111	Product shall operate as intended after 100 cycles.	This test was not applicable to the sample.	Not applicable
Low Temperature Test	UL-TS-072	The product shall continue to perform its intended function and shall remain cosmetically acceptable after being placed in the chamber at -18°C (0°F) for 8 hours.	The sample met the requirement.	Pass
Leakage Test: Cups	Visual Inspection	Shall exhibit no leakage when filled with tepid water for 2 hours. Use boiling water if labeled for hot beverage use.	The sample met the requirement.	Pass
Thermal Insulation &Retention Test for Drinking Vessels	UL-TS-324	The result of this test is reported for reference only; the result is not rated. The water temperature shall not deviate more than 10°F (-12°C) after two hours in the vessel.	This test was not applicable to the sample.	Not applicable

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

**TEST REPORT NO.: 1002727226**
**Jun.9, 2025**
**OVERALL RATING**

<b>X</b>	<b>PASS</b>
	<b>FAIL</b>
	<b>NC</b>

**By Request Only**

Test Property	Test Method/ Citation	Product Requirement	Test Results	Rating
Effects of Extreme Temperature	UL-TS-362	The sample is exposed to following conditions: 4 hours at 0°F (-18°C), and then 4 hours at 120°F (50°C). Shall have no failure or visual change.	The sample met the requirement.	Pass
High Humidity & High Temperature Test	UL-TS-071	After exposure to heat and high humidity for a specified time period, 50°C (122°F) and 95% Relative Humidity for 24 hours, product shall continue to perform its intended function and remain cosmetically acceptable.	The sample met the requirement.	Pass
Grease Resistance	Visual Inspection	Shall withstand 1 teaspoon of cooking oil for ½ hour with no staining of paper placed underneath sample.	This test was not applicable to the sample.	Not applicable
Oil Penetration	CTN 1846	There must be no oil penetration or oil stain for 30 minutes. Report as pass/fail.	This test was not applicable to the sample.	Not applicable
Rigidity	Visual Inspection	At end of leakage test, sample filled with water shall not fold or collapse when lifted.	The sample met the requirement.	Pass
Rigidity: Plates & Bowls	Visual Inspection	Dry product does not collapse when held inside the edge and subjected to 1 lb distributed load. Thumb is on top pointing at the center of the plate, index finger and middle finger underneath. Index finger pointing to the center of the plate and the middle finger curled back to the palm of the hand. Tip of the thumb on top, and the knuckle of the index finger underneath. Both are 3.0 inch + or - 0.25 inch from the edge.	This test was not applicable to the sample.	Not applicable
Water Resistance of Paper Plates	CTN 1845	Plates should show no signs of delamination or water penetration. Report as pass or fail.	This test was not applicable to the sample.	Not applicable
Hot Egg Test	Direct Observation	Ten minute boiled egg; cooled to 120°F; peeled and placed on ink portion of plate; wait one hour and examine for ink transfer. Acceptable if no ink is transferred to egg Note: Applicable, if ink is on portion of plate where food would be placed.	This test was not applicable to the sample.	Not applicable
Conditioning: Paper	TAPPI T 402	Condition samples @ 23C ± 1C and 50.0% RH ± 2.0% for 24 hours prior to testing.	This test was not applicable to the sample.	Not applicable
Verification of Stainless Steel Composition	UL-TS-147 or XRF	If a product includes components that claim to be stainless steel, only stainless steel composition is considered acceptable. NOTE: If the lab has XRF, it may be used in place of UL TS 147 to determine if the sample is stainless steel.	This test was not applicable to the sample.	Not applicable
Blade Hardness Test	ASTM E18-19, Sec. 3.2.1(Modified)	Modification: If feasible 3 readings shall be taken, otherwise a single reading shall be taken. The blade hardness shall not be less than Rockwell C38 or greater than Rockwell C54. NOTES: 1) The "End Use" sample is tested, unless stock material is supplied by the client. 2) Sometimes it is necessary to subcontract this test, additional fee may apply. If subcontracted, multiple readings shall be taken and the average is reported.	This test was not applicable to the sample.	Not applicable

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**TEST REPORT NO.: 1002727226**
**Jun.9, 2025**
**OVERALL RATING**

<b>X</b>	<b>PASS</b>
	<b>FAIL</b>
	<b>NC</b>

**By Request Only**

Test Property	Test Method/ Citation	Product Requirement	Test Results	Rating
<b>Labeling</b>				
Product Documentation Review	UL-TS-030	Point of Purchase documentation, where present, must be written in English or any other languages required by the client and/or destination country/countries. Any English verbiage must be clear and concise so that the average consumer can assemble and operate the product. The documentation is verified that the required languages are present, as required, but the verbiage is not translated.	No final packaging was provided.	Not tested
Instructions	Visual Inspection	Instructions: 1) Shall be clear, concise, and understandable; 2) Shall include step-by-step method of use; and 3) Shall be in the language(s) appropriate to destination countries.	No final packaging was provided.	Not tested
<b>Physical Characteristics</b>				
Appearance: Description of Product	Visual Inspection	Report description of product.	Plastic Cup	For reference only
Material Type	Visual Inspection	Report actual. Shall meet label claims.	Claim: plastic	Pass
Dimensions (L x W x H): Overall	Measurement	Shall meet labeled claims. If the sample has no labeled claim, then the dimensions are reported and the result of this test is reported for reference only; the result is not rated.	No claim. Actual: 3.40in Dia*4.70in H	For reference only
Capacity	Measurement	Report overall capacity; shall meet label claims (if applicable).	No claim. Actual:486ml	For reference only
Odor Test	UL-TS-264	Sample exhibits no strong or objectionable odor.	The sample met the requirement.	Pass
Flavor Transfer	CTN 2862	Comparable Rating to National Retail Brand. Rating Scale: 0-8, not less than 6.	No national retail brand.	Not applicable
Thickness	ASTM D6988	Measure using calipers. Average of 5 replicates.	This test was not applicable to the sample.	Not applicable
<b>Quality &amp; Workmanship</b>				
Sharp Edges Test	16 CFR 1500.49 (d) (Modified) Citation: Federal Hazardous Substances Act	Modifications: As-received condition only. Sample shall have no accessible, nonfunctional hazardous sharp edges under as-received condition.	No sharp edge was found.	For reference only
Sharp Points Test	16 CFR 1500.48 (d) (Modified) Citation: Federal Hazardous Substances Act	Modifications: As-received condition only. Sample shall have no accessible, nonfunctional hazardous sharp points under as-received condition.	No sharp point was found.	For reference only
Workmanship	Visual Inspection	Shall have no components missing, malformed, and/or fractured.	The sample met the requirement.	Pass

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**Jun.9, 2025**
**OVERALL RATING**

<b>X</b>	<b>PASS</b>
	<b>FAIL</b>
	<b>NC</b>

**By Request Only**

Test Property	Test Method/ Citation	Product Requirement	Test Results	Rating
Defects	Visual Inspection	Shall have no discernible surface degradation, including crazing, shivering, denting, bubbles, cracks, stains, deformations, chips, fractures, heavy lines, waves, shear marks, scratches, scuff marks, indentations, or blisters.	The sample met the requirement.	Pass
Parts Inventory Test	UL-TS-050	All parts and components required to complete the assembly and to operate the sample as intended must be present.	This test was not applicable to the sample.	Not applicable
<b>Colorfastness</b>				
Colorfastness to Crocking: Paper	AATCC 8-2016	Shall meet the criteria as specified.	This test was not applicable to the sample.	Not applicable

**Remarks:**

Tested Sample ID	Product Description / Sample Group Desc.
001	White coating (pattern-AC14790S/AC1478S2)
002	Brown coating (pattern-AC14800S)
003	Clear plastic (cup,Acrylic-AC14800S)
004	Clear pink plastic (cup,Acrylic-AC14790S)
005	Clear blue plastic (cup,Acrylic-AC1478S2)

**1.1 Total Lead And Cadmium Content In Paint And Surface Coatings [California Proposition 65 Settlement Number CGC-04-436429]**
**Test Method: CPSC-CH-E1003-09.1 (Paint or Surface Coatings)**

<u>Elements</u>	<u>Requirement (Max.)</u>	<u>Reporting Limit</u>	<u>Sample, mg/kg</u>
			<u>001+002</u>
Lead (Pb)	600	10	<10
Cadmium (Cd)	600	10	<10
<b>Rating</b>			PASS
<b>Remark:</b> -All concentrations expressed in milligrams per kilogram of Tested Parts -“<” means less than -Method for determination of Lead (Pb) and Cadmium (Cd) are determined by Inductively Coupled Plasma Spectroscopy. -The test results only apply to the items tested.			

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

TEST REPORT NO.: 1002727226

Jun.9, 2025

**OVERALL RATING**

X	PASS
	FAIL
	NC

**Remarks:**

- 1.2 Total Lead Content In Adult Item / Others [Chapter 410 - Public Health 410 ILCS 45 - Lead Poisoning Prevention Act]  
Test Method : CPSC-CH-E1001-08.3 (Metal Substrates) / CPSC-CH-E1002-08.3 Section IA & IIA (Non-Metal Substrates) / CPSC-CH-E1003-09.1 (Coating)

Elements	Requirement (Max.)	Reporting Limit	Sample, mg/kg	
			001+002	003+004+005
Lead (Pb)	600	10	<10	<10
<b>Rating</b>			PASS	PASS
<b>Remark:</b> -All concentrations expressed in milligrams per kilogram of Tested Parts -"<" means less than -Method for determination of Lead (Pb) is determined by Inductively Coupled Plasma Spectroscopy. -The test results only apply to the items tested.				

- 1.3 Total Lead and Cadmium Content in Consumer Products [Minnesota Statutes § 325E.3892]  
Test Method: CPSC-CH-E1001-08.3 (Metal Substrates) / CPSC-CH-E1002-08.3 Section IA & IIA (Non-Metal Substrates) / CPSC-CH-E1003-09.1 (Paint or Surface Coatings)

Elements	Requirement (Max.)	Reporting Limit	Sample, mg/kg	
			001+002	003+004+005
Lead (Pb)	90	10	<10	<10
Cadmium (Cd)	75	10	<10	<10
<b>Rating</b>			PASS	PASS
<b>Remark:</b> -All concentrations expressed in milligrams per kilogram of Tested Parts -"<" means less than -Method for determination of Lead (Pb), Cadmium (Cd) is determined by Inductively Coupled Plasma Spectroscopy. -The test results only apply to the items tested.				

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



TEST REPORT NO.: 1002727226

Jun.9, 2025

## OVERALL RATING

X	PASS
	FAIL
	NC

Remarks:

## 1.4 FDA Extraction Test for Food Contact Acrylic and Modified Acrylic Plastics, Semirigid and Rigid [21 CFR 177.1010]

Sample	Test		Absorbance	Requirement (Absorbance)	Rating
003	UV Absorbing Extractive	Water Extraction Fill boiling, cool to 100 °F	<0.05	Max. 0.3	PASS
		8% Alcohol Extraction 150 °F, 2 hours	<0.05	Max. 0.3	
	Test		Absorbance	Requirement (Absorbance)	Rating
	KMnO4 oxidizable extractives	Water Extraction Fill boiling, cool to 100 °F	<0.05	Max. 0.15	PASS
		8% Alcohol Extraction 150 °F, 2 hours	<0.05	Max. 0.15	
	Test		Extractive Residue (mg/in <sup>2</sup> )	Requirement (mg/in <sup>2</sup> )	Rating
	Total non-volatile extractives	Water Extraction Fill boiling, cool to 100 °F	<0.10	Max. 0.3	PASS
		8% Alcohol Extraction 150 °F, 2 hours	<0.10	Max. 0.3	

Sample	Test		Absorbance	Requirement (Absorbance)	Rating
004	UV Absorbing Extractive	Water Extraction Fill boiling, cool to 100 °F	<0.05	Max. 0.3	PASS
		8% Alcohol Extraction 150 °F, 2 hours	<0.05	Max. 0.3	
	Test		Absorbance	Requirement (Absorbance)	Rating
	KMnO4 oxidizable extractives	Water Extraction Fill boiling, cool to 100 °F	<0.05	Max. 0.15	PASS
		8% Alcohol Extraction 150 °F, 2 hours	<0.05	Max. 0.15	
	Test		Extractive Residue (mg/in <sup>2</sup> )	Requirement (mg/in <sup>2</sup> )	Rating
	Total non-volatile extractives	Water Extraction Fill boiling, cool to 100 °F	<0.10	Max. 0.3	PASS
		8% Alcohol Extraction 150 °F, 2 hours	<0.10	Max. 0.3	

\*\*\*\*\* Page 15 of 18 \*\*\*\*\*

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

**TEST REPORT NO.: 1002727226**
**Jun.9, 2025**
**OVERALL RATING**

<b>X</b>	<b>PASS</b>
	<b>FAIL</b>
	<b>NC</b>

**Remarks:**

<u>Sample</u>	<u>Test</u>		<u>Absorbance</u>	<u>Requirement (Absorbance)</u>	<u>Rating</u>
<u>005</u>	<b>UV Absorbing Extractive</b>	Water Extraction Fill boiling, cool to 100 °F	<0.05	Max. 0.3	PASS
		8% Alcohol Extraction 150 °F, 2 hours	<0.05	Max. 0.3	
	<u>Test</u>		<u>Absorbance</u>	<u>Requirement (Absorbance)</u>	<u>Rating</u>
	<b>KMnO4 oxidizable extractives</b>	Water Extraction Fill boiling, cool to 100 °F	<0.05	Max. 0.15	PASS
		8% Alcohol Extraction 150 °F, 2 hours	<0.05	Max. 0.15	
	<u>Test</u>		<u>Extractive Residue (mg/in²)</u>	<u>Requirement (mg/in²)</u>	<u>Rating</u>
	<b>Total non-volatile extractives</b>	Water Extraction Fill boiling, cool to 100 °F	<0.10	Max. 0.3	PASS
		8% Alcohol Extraction 150 °F, 2 hours	<0.10	Max. 0.3	
" < " means less than ; " > " means greater than ; "mg/in²" means milligrams per square inch					

\*\*\*\*\* Page 16 of 18 \*\*\*\*\*

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

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

TEST REPORT NO.: 1002727226

Jun.9, 2025

OVERALL RATING	
X	PASS
	FAIL
	NC

PRODUCT PHOTO:



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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

TEST REPORT NO.: 1002727226

Jun.9, 2025

## OVERALL RATING

X PASS

FAIL

NC



## UL TEXTILE TESTING APPLICATION FORM FOR TJX SOFT &amp; HARD HOME

\* = Mandatory Information to be filled

*Department			
<input type="checkbox"/> T.J. Marx <input type="checkbox"/> T.K. Marx <input type="checkbox"/> Marshall's <input checked="" type="checkbox"/> Homegoods <input type="checkbox"/> Sierra <input type="checkbox"/> HomeSense <input type="checkbox"/> Winners			
*GENERAL INFORMATION			
APPLICANT: Xiamen Super Tableware Import&Export Co., Ltd.			
Address: Room 1601, No 478, Xinglinwan Road, Jimei District Xiamen, China 361021			
Contact: Jojo		Tel. No.: 18259268204	
Email: renee@supertablewares.com shipping@supertablewares.com			
AGENT:		FACTORY:	
Address:		Address:	
Contact:		Contact:	
Email:		Email:	
TJX Office: <input checked="" type="checkbox"/> US <input type="checkbox"/> Hong Kong <input type="checkbox"/> India <input type="checkbox"/> Vietnam			
*INVOICING TO			
<input type="checkbox"/> Applicant (as above) <input type="checkbox"/> Agent (as above) <input type="checkbox"/> Factory (as above)			
TJX, and TJX Associate Name:			
E-mail:		Tel. No.:	
		Fax No.:	
*SAMPLE INFORMATION			
*Sample Description: plastic cup			
*Color: multi color			
*Style No.: AC1478S2, AC1480OS, AC1479OS			
*Age Grade: <input type="checkbox"/> 0+ <input type="checkbox"/> 1+ <input type="checkbox"/> 2+ <input type="checkbox"/> Adult <input type="checkbox"/> Others ( )		*PG No.: 493779, 493780, 534665	
Country Of Origin:		Supplier/Manufacturer:	
*Season: Q3		Return Samples: <input type="checkbox"/> Yes (pick up by client) <input checked="" type="checkbox"/> No	
Retest: <input checked="" type="checkbox"/> No		*Export to: <input checked="" type="checkbox"/> US <input type="checkbox"/> CA <input type="checkbox"/> AU <input type="checkbox"/> EU	
<input checked="" type="checkbox"/> Yes, please specify the previous report no.:		<input type="checkbox"/> Others, please specify:	
Additional Information:			
*Department: <input type="checkbox"/> Hard Home <input type="checkbox"/> Soft Home <input type="checkbox"/> Accessories & Handbags <input type="checkbox"/> Electrical & Other			
*Product Category for TJX US:			
<input checked="" type="checkbox"/> Acrylic Glassware (14207) <input type="checkbox"/> Adults Polystyrene Tableware (14104) <input type="checkbox"/> Reusable Bags (12085) <input type="checkbox"/> Adults Bedding, Quilts, Comforters, Sheets, Furs <input type="checkbox"/> Adults Table Linens <input type="checkbox"/> Ribbon, Bow, Gift Wrapping Tissue (13135) <input type="checkbox"/> Pillows, Shams (14336) <input type="checkbox"/> Bath Towels <input type="checkbox"/> Shower Curtain (14417) <input type="checkbox"/> Adults Chair Pad <input type="checkbox"/> Beach Towels (14415) <input type="checkbox"/> Socks & Eye Masks (14524) <input type="checkbox"/> Adults Ceramic Bowls <input type="checkbox"/> Cold Weather Accessories (Hats, Gloves, Scarves, Ear Muffs, etc.) (13178) <input type="checkbox"/> Stationery (Adults Gift Wrapping Paper, Gift Box, Gift Bag, Adults Paper Tableware) (14395, 13135) <input type="checkbox"/> Adults Ceramic Mugs (14207) <input type="checkbox"/> Travel Blanket Kit <input type="checkbox"/> Adults Melamine Tableware (13176) <input type="checkbox"/> Decorative Accessories, Ornaments & Seasonal Products (14045) <input type="checkbox"/> Tote Bags, Christmas Stockings (13872) <input type="checkbox"/> Adults Decorative Pillows (13985) <input type="checkbox"/> Decorative Candles & Candle Accessories (14350) <input type="checkbox"/> Others, please specify: <input type="checkbox"/> Adults Decorative Throws (13985) <input type="checkbox"/> Handbags/Wallet (13179) <input type="checkbox"/> Pet Accessories (13456) <input type="checkbox"/> Adults Kitchen Towels <input type="checkbox"/> Pet Bed <input type="checkbox"/> Adults Plastic Plates, Hot Cups, Napkins (14391) <input type="checkbox"/> Pet Bed			
*Product Category for TJX HK:			
<input type="checkbox"/> Barware & Outdoor Entertaining <input type="checkbox"/> Glass Decorative Accessories <input type="checkbox"/> Quilt <input type="checkbox"/> Bath Shop <input type="checkbox"/> Health & Beauty <input type="checkbox"/> Seasonal <input type="checkbox"/> Bedding <input type="checkbox"/> Home Textile - Placemat <input type="checkbox"/> Storage <input type="checkbox"/> Candle <input type="checkbox"/> Indoor Furniture - Case Goods <input type="checkbox"/> Throws & Pillows <input type="checkbox"/> Cookware & Kitchenware <input type="checkbox"/> Indoor Furniture - Upholstery <input type="checkbox"/> Trophy <input type="checkbox"/> Decorative Accessories <input type="checkbox"/> Kids Home <input type="checkbox"/> Wall Decor <input type="checkbox"/> Decorative Pillows <input type="checkbox"/> Lighting <input type="checkbox"/> Workspace <input type="checkbox"/> Dinnerware & Tabletop <input type="checkbox"/> Luggage & Travel Accessories <input type="checkbox"/> Wrapping Paper <input type="checkbox"/> Floral <input type="checkbox"/> Men's Gift <input type="checkbox"/> Others tests, please specify: <input type="checkbox"/> Frame <input type="checkbox"/> Outdoor Furniture <input type="checkbox"/> Pet's Accessories <input type="checkbox"/> Garden Decor <input type="checkbox"/> Pet's Accessories			
*Product Category for TJX other Office:			
Please specify:			
Quotation No. (if applicable):			
Remark:			
TESTS REQUIRED			
TJX TEST			
TYPE OF SERVICE			
<input checked="" type="checkbox"/> REGULAR (5-7 WORKING DAYS) <input type="checkbox"/> #EXPRESS [40% SURCHARGE] (3-4 WORKING DAYS) <input type="checkbox"/> #SHUTTLE [1000% SURCHARGE] (2 WORKING DAYS)			
# ONLY AVAILABLE FOR SOME SPECIFIED AND SIMPLE TEST ITEM(S), PLS CHECK WITH UL TEST LABORATORY FOR DETAILS			

GF-R339-TJX SOFT &amp; HARD HOME TEST APPLICATION FORM-V9 (2 JAN 2024)

\*\*\*\*\* End of Report \*\*\*\*\*

\*\*\*\*\* Page 18 of 18 \*\*\*\*\*

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

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 Xixiang Subdistrict, Bao'an District, Shenzhen, P.R.China Post Code 518126

胜利质量检测（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

## 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.