

Safety Data Sheet

according to Regulation (EC) No 1907/2006 (REACH)

LOOSE GLITTER #17A [EXP 747]

Version: 1.1

Rev. Date: 05.15.2018

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

1.1 Product Identifier: LOOSE GLITTER #17A

1.2 Relevant identified uses of the substance or mixture and uses advised against: Cosmetic leave-on product

1.3 Details of the supplier of the safety data sheet:

LEC Associates LLC
110 Chestnut Ridge Rd. #318
Montvale, NJ 07645
USA

Responsible Department

GBG Beauty, LLC

350 Fifth Avenue, 7th Floor
New York, NY 10118
Tel: 646.786.2369
Contact: Christina Gonzalez
Email: ChristinaGonzalez@globalbrandsgroup.com

SECTION 2: Hazards Identification

2.1 Classification of the substance or mixture

R phrases:

NA

S phrases:

NA

GHS Classification

Hazard categories:

NA

2.2 Label Elements (GHS Classification)

Signal Word: NA

Pictogram: NA

Hazard statements:

NA

Precautionary statements:

NA

Additional Advice on labeling: As a ready for use cosmetic, this product is not subject to the labeling obligation according to the EC directive/regulation.

2.3 Other Hazards

NA

SECTION 3: Composition/information on ingredients

3.1 Substance

Chemical Name	Common Name	CAS No.	EC No.	Function	Composition Range
Polyethylene Terephthalate	Polyethylene Terephthalate	25038-59-9	NA	Film Forming	100%

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

3.2 Mixtures
Chemical characterization
NA

SECTION 4: First aid measures

4.1 Description of first aid measures

General information

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

After inhalation

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

After contact with eyes

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

After ingestion

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

4.2 Most important symptoms and effects, both acute and delayed

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

4.3 Indication of any immediate medical attention and special treatment needed

Treat symptoms.

Section 5: Firefighting measures

5.1 Extinguishing media

Suitable extinguishing media

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

Extinguishing media which must not be used for safety reasons

Full water jet.

5.2 Special hazards arising from the substance or mixture

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

5.3 Advice for firefighters

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

5.4 Additional information

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

Section 6: Accidental release measures

6.1 Personal precautions, protective equipment and emergency procedures

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

6.2 Environmental precautions

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

6.3 Methods and material for containment and cleaning up

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

container for disposal.

6.4 Reference to other sections

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

Section 7: Handling and storage

7.1 Precautions for safe handling

Advice on safe handling

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

Advice on protection against fire and explosion

Keep product and empty container away from heat and sources of ignition. Do not smoke - volatile.

Take precautionary measures against static discharges.

7.2 Conditions for safe storage, including any incompatibilities

Requirements for storage rooms and vessels

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

Advice on storage compatibility

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

Further information on storage conditions

Keep away from food, drink and animal feeding stuffs.

7.3 Specific end uses

Cosmetic leave-on product

SECTION 8: Exposure controls/person protection

8.1 Control parameters

Exposure limits

CAS No.	Substance	ppm	mg/m ³	fibres/ml	Category	Origin
NA	NA	NA	NA	NA	NA	NA

8.1.2 DNEL values

DNEL Worker

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

General Population

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

8.2 Exposure Controls

Engineering measures

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

Protective and hygiene measures

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

Respiratory protection

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



Eye protection

Wear safety goggles. Eye wash bottle with pure water.

Skin protection

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

Body protection

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



SECTION 9: Physical and chemical properties

9.1 Information on basic physical and chemical properties

Color: Characteristic	Flash point: Not applicable
Physical State: Loose Flake	Solubility In Water: Soluble in Water
Odor: Characteristic	Viscosity: Not applicable
Specific Gravity: Not applicable	Refractive Index: Not applicable
pH: Not applicable	Gas Chromatograph: Not applicable

SECTION 10: Stability and Reactivity

10.1 Reactivity

No decomposition if stored and applied as directed.

10.2 Chemical Stability

Stable under normal conditions.

10.3 Possibility of hazardous reactions

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

10.4 Conditions to avoid

High temperatures. Proximity to sources of ignition.

10.5 Incompatible materials

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

10.6 Hazardous decomposition products

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

SECTION 11: Toxicological Information

11.1 Information on toxicological effects

Acute Toxicity

CAS No.	Chemical Name	Exposure Routes	Method	Dose	Species

Irritation and Corrosivity

Skin irritation: NA

Eye irritation: NA

Sensitizing Effects: Not sensitizing.

Severe effects after repeated or prolonged exposure

STOT - Single exposure: Not classified.

STOT - Repeated exposure: Not classified.

Aspiration hazard: Not classified.

Carcinogenic/mutagenic/toxic effects for reproduction

Carcinogenicity: Not classified.

Mutagenicity: Not classified.

Reproductive toxicity: Not classified.

Additional information on tests

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

Further information

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

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

SECTION 12: Ecological information

12.1 Toxicity

CAS No.	Chemical Name	Exposure Routes	Method	Dose	Species

12.2 Persistence and degradability Readily Biodegradable

12.3 Bioaccumulative potential

12.4 Mobility in soil

12.5 Results of PBT and vPvB assessment

According to Regulation (EC) No 1907/2006 (REACH) none of the substances, contained in this product are a PBT/vPvB substance.

12.6 Other adverse effects

Low hazard to waters.

Further Information

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

SECTION 13: Disposal considerations

13.1 Waste treatment methods

Substance disposal

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

Waste disposal number of waste from residues/unused products

070604 WASTES FROM ORGANIC CHEMICAL PROCESSES; wastes from the MFSU of fats, grease, soaps, detergents, disinfectants and cosmetics; other organic solvents, washing liquids and mother liquors Classified as hazardous waste.

Contaminated packaging

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

SECTION 14: Transport Information

Land transport (ADR/RID)

14.1 UN Number: NA

14.2 UN Proper Shipping Name: NA

14.3 Transport hazard class(es): NA

14.4 Packing Group: NA

Inland waterways transport (AND)

14.1 UN Number: NA

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

Marine transport (IMDG)

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

Air transport (ICAO)

- 14.1 UN Number: NA
- 14.2 UN Proper Shipping Name: NA
- 14.3 Transport hazard class(es): NA
- 14.4 Packing Group: NA
- 14.5 Environmental hazards
Dangerous for the environment: No.
- 14.6 Special precautions for user
Handle in accordance with good industrial hygiene and safety practice.
- 14.7 Transport in bulk according to Annex II of MARPOL73/78 and the IBC Code
The transport takes place only in approved and appropriate packaging.

SECTION 15: Regulatory Information

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

15.1.1 EU Regulatory information

Not Applicable

15.1.2 National Regulations (Germany)

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

Störfallverordnung (12.BImSchV)

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

Technische Anleitung Luft (TA-Luft): NA

15.1.3 Additional Information

Cosmetic leave-on product.

Ingredients are subject to the labeling obligation according to 21 CFR 701 and EC 1223/2009.

For this product, a Toxicological Risk Assessment has been performed according to the US Federal Food, Drug and Cosmetic Act (21 U.S.C 301 et seq) and US Title 16, Part 1500 (16 CFR 1500.3).

15.2 Chemical Safety Assessment

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

SECTION 16: Other Information

16.1 Indications of changes

16.2 Abbreviations and acronyms

16.3 Key literature references and sources for data

16.4 Classification for mixtures and used evaluation method according to regulation (EC) 1207/2008 [CLP]

16.5 Relevant R-, H-, and EUH-phrases (number and full text)

Full text of R phrases referred to under Sections 2 and 3

Full text of H statements referred to under Sections 2 and 3

16.6 Training advice

16.7 Further information

The information provided on this SDS is correct to the best of our knowledge, information and belief at the date of its publication. The Information given is designed only as a guide for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered as a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other material or in any process, unless specified in the text. Various

Federal, State or Provincial agencies may have specific regulations concerning the transportation, handling, storage, use, or disposal of this product which may not be reflected in this SDS. The user should review these regulations to ensure full compliance.

Safety Data Sheet (SDS)
OSHA Hazard Communication Standard (29 CFR 1910.1200)

Issue Date: November 30, 2016
GHSSDS #: 161130-001

1. Identification

Product identifier	GLUE
Relevant Uses of the product	Body Glue (Adhesive) / Nail Glue (Adhesive) / Glue (Adhesive) For Tattoos, Nail Deeds, Nail Stickers, Gem Stones, Press On Nails, Tattoo Stencil, Etc.
Manufacturer/Importer/Supplier/Distributor information	
Manufacturer/Supplier	OUYA COSMETICS CO., LTD
Address	No.27 JINGSAN ROAD BEIYUAN INDUSTRIAL AREA, YIWU CITY, ZHEJIANG PROVINCE, CHINA
Emergency Telephone	0086-579-85421188

2. Hazard(s) Identification

OSHA/HCS status	This material is not considered as hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200), this SDS contains valuable information critical to the safe handling and proper use of the product. This SDS should be retained and available for employees and other users of this product.
Classification of the substance or mixture	Not classified.
GHS Label elements	
Signal word	No signal word.
Hazard statement	No known significant effects or health hazards.
Precautionary statement	
Prevention	None.
Response	None.
Storage	Store away from heat in a room with even, normal temperatures
Disposal	None.

Hazard(s) not otherwise classified (HNOC)

None known.

3. Composition/information on ingredients

Mixtures

<u>Chemical name</u>	<u>CAS number</u>	<u>%</u>
WATER	7732-18-5	83.9
POLYVINYL ALCOHOL	9002-89-5	8
GLYCERIN	56-81-5	4
SODIUM STEARATE	822-16-2	4
PHENOXYETHANOL	122-99-6	0.1

4. First-aid measures

Inhalation none

Skin contact none

Eye contact Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation persists: Get medical advice/attention.

Ingestion Rinse mouth thoroughly with water and give large amounts of milk or water to drink if the person is conscious. Never give anything by mouth to an unconscious person. Get medical attention if any discomfort continues.

Most important symptoms/effects, acute and delayed See section 11 for detailed information on health effects and symptoms.

Indication of immediate medical attention and special treatment needed Treat symptomatically.

General information Normal use as intended does not require first aid measures.

5. Fire-fighting measures

Suitable extinguishing media Use an extinguishing agent suitable for the surrounding fire.

Unsuitable extinguishing media None.

Specific hazards arising from the chemical	None.
Special protective equipment and Special firefighting procedures	No specific fire or explosion hazards.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Wear Personal Protective Equipment (PPE) as detailed in Section 8 of this SDS.
Environmental Precautions	Avoid discharge into drains, water courses or onto the ground.
Methods and materials for containment and cleaning up	Mop up, or absorb with absorbent materials such as paper towels and place in an appropriate waste disposal container. Absorb with absorbent materials such as paper towels and put the spilled material in an appropriate waste disposal

7. Handling and storage

Precautions for safe handling	Wipe up spilled product and use a mild detergent solution to remove product residue. Product is not classified as dangerous goods therefore no special handling is required.
Conditions for safe storage	Store away from heat in a room with even, normal temperatures
Incompatible materials	None known.

8. Exposure controls/personal protection

Appropriate engineering controls	No special precautions are normally required when handling this product. Maintain vapor levels below the recommended exposure standard.
Individual protection measures, such as personal protective equipment	
Eye/face protection	Not required under normal conditions of use.
Skin protection	

Hand protection	Not required under normal conditions of use.
Other	Not required under normal conditions of use.
Respiratory protection	Not required under normal conditions of use.
General hygiene considerations	Avoid contact with eyes. Keep away from food and drink. When using does not eat, drink or smoke.

9. Physical and chemical properties

Appearance	
Physical state	Pigmented
Form	liquid
Color	Not available
Odor	Not available.
Odor threshold	Not available.
pH	5.0-7
Melting point	Not available.
Freezing point	Not available.
Initial boiling point and boiling range	Not available.
Flash point	Not available.
% Volatile by Volume	Not available.
Evaporation rate (BuOAc=1)	Not available.
Maximum Volatile Organic Compound (V.O.C.)	
Flammability (solid, liquid, gas)	Not available.
Upper/lower flammability or explosive limits	
Flammability limit – lower (%)	Not available.
Flammability limit – upper (%)	Not available.
Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.
Vapor pressure (mm Hg)	Not available.
Vapor density (Air=1)	Not available.
Relative density (Specific gravity)	Not available.
Solubility(ies)	
Solubility (water)	Nonsoluble
Solubility (other)	Not available.
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Not available.

10. Stability and reactivity

Reactivity	No known hazardous reactions in usual handling.
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Chemical stability	Stable under recommended handling and storage conditions.
Possibility of hazardous reactions	No known hazardous reactions in usual handling.
Conditions to avoid	Don't place the product together with acid, alkali and other chemicals.
Incompatible materials	None known.
Hazardous decomposition Products	Thermal decomposition may produce CO ₂ and vapor.

11. Toxicological information

TRA#EXP634

Skin corrosion/irritation	Not classified as irritating to the skin.
Serious eye damage/eye irritation	Not classified as irritating to the eyes. Contact may cause mild discomfort and lacrimation.
Respiratory or skin sensitization	This product is not known to be a skin or respiratory sensitizer.
Germ cell mutagenicity	No evidence of mutagenic effects.
Reproductive toxicity	No evidence of reproductive effects.
Specific target organ toxicity - single exposure	No known effects from this product.
Specific target organ toxicity - repeated exposure	No known effects from this product.
Aspiration hazard	This product does not present an aspiration hazard.

12. Ecological information

Persistence and degradability	No information available.
Bioaccumulative potential	No information available.
Mobility in soil	No information available.
Other adverse effects	No information available.

13. Disposal considerations

Disposal instructions	No special precautions are required for the disposal of this product. Dispose of in accordance with relevant local legislation.
Contaminated packaging	Disposal of contaminant should be in accordance with local regulations for approved landfill or incineration.

14. Transport information

In accordance with DOT	Not regulated for transport.
In accordance with IMDG	Not regulated for transport.
In accordance with IATA	Not regulated for transport.

15. Regulatory information

US federal regulations

This product is not “Hazardous Chemical” as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

All components are on the U.S. EPA TSCA Inventory List.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

None of the chemicals in this product is listed.

US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

No information available.

No information available.

CERCLA Hazardous Substance List (40 CFR 302.4)

None of the chemicals in this product is listed.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories

Immediate	-	No
Hazard		
Delayed Hazard	-	No
Fire Hazard	-	No
Pressure Hazard	-	No
Reactivity Hazard	-	No

SARA 302/304 Extremely hazardous substance

None of the chemicals in this product is listed.

SARA 311/312 Hazardous chemical

No

SARA 313 (TRI reporting)

None of the chemicals in this product is listed.

FDA

Glyceryl Stearate has been determined as Generally Recognized As Safe (GRAS) by FDA. See 21CFR184.1205. (CFR Title 21 Part 184 – Direct food substances affirmed as generally recognized as safe).

Contains various cosmetically approved colorants including CI 45410, CI 19140, and CI 42090.

Other federal regulations

Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List

None of the chemicals in this product is listed.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

None of the chemicals in this product is listed.

Safe Drinking Water Act (SDWA)

None of the chemicals in this product is listed.

US State regulations

US. New Jersey Worker and Community Right-to-Know Act

No information available.

US. Pennsylvania Worker and Community Right-to-Know Law

No information available.

US. California Proposition 65

US - California Proposition 65 - Carcinogens & Reproductive Toxicity (CRT):No information available.

International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
Canada	Domestic Substances List (DSL)	Yes
Canada	Non- Domestic Substances List (NDSL)	No
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	No
Europe	European List of Notified Chemical Substances (ELINCS)	No
United States & Puerto Rico	<u>Toxic Substances Control Act (TSCA) Inventory</u>	Yes

*A "Yes" indicates this product complies with the inventory requirements administered by the governing country(s).

A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

16. Other information, including date of preparation or last revision

Issue date

-

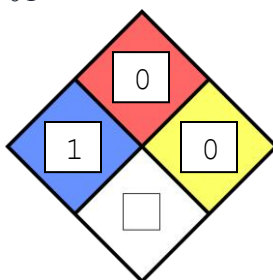
Revision date

11-30-2016

Version #

01

NFPA rating



References

ACGIH: Documentation of the Threshold Limit Values and Biological Exposure indices

ECHA: European Chemicals Agency
HSDB: Hazardous Substances Data Bank
IARC: International Agency for Research on Cancer
NIOSH: The National Institute for Occupational Safety and Health
NTP: National Toxicology Program
NLM: Hazardous Substances Data Base
OECD: Organization for Economic Co-operation and Development
OSHA: Occupational Safety and Health Administration

Disclaimer

The above information is based on the data believed to be complete and correct. However, the author of this SDS cannot assume any responsibility for the accuracy of the information in this SDS. This information is furnished upon condition that the person receiving it shall make his own determination of the suitability of the material for his particular purpose.



TEST REPORT

Supersede test report serial number C80461707

REPORT NO: C80461707 R001
DATE: June 8, 2017

SAFETY DATA SHEET

Nail Polish #14B

According to OSHA-GHS (29 CFR 1910.1200 HCS 2012) (US)

1. Identification

Product identifier:

Product name

Nail Polish 14B

Other means of identification:

Synonyms

Nail Polish, Scented Nail Polish, Shimmer Nail Polish, Scented Shimmer Nail Polish, Glitter Nail Polish and Scented Glitter Nail Polish

Recommended use of the chemical and restrictions on use

Recommended use

-

Recommended restrictions

-

Manufacturer/Importer/Supplier/Distributor information:

Supplier

GBG Beauty LLC
7th Floor, 350 5th Avenue, New York, NY 10118

Emergency telephone

00852-3926-7207

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SZ-FAF-001 (2013-04-10)



TEST REPORT

Supersede test report serial number C80461707

REPORT NO: C80461707 R001
DATE: June 8, 2017

2. Hazard(s) identification

OSHA Regulatory Status

This material is not considered as hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200).

Classification of the substance or mixture

Physical Hazards	Not classified.
Health Hazards	Not classified.
OSHA defined hazards	None known.
GHS label elements	Not applicable.
Signal word	Not applicable.
Hazard statements	Not applicable.
Precautionary statements	
Prevention	Not applicable.
Response	Not applicable.
Storage	Not applicable.
Disposal	Not applicable.
Hazard(s) not otherwise classified (HNOC)	None known.

3. Composition/information on ingredients

Mixtures

Chemical name	CAS number	Percentage (wt/wt)
Water	7732-18-5	86.35
PVP	9003-39-8	6.8
Polyvinyl alcohol	9002-89-5	5.5
Phenoxyethanol	122-99-6	0.3
Methylisothiazolinone	2682-20-4	0.01
Red 33	3567-66-6	0-1.09
Yellow 5 lake	1934-21-0	0-1.09
Blue 1	3844-45-9	0-1.09
Iron oxides Red	1309-37-1	0-1.09
Iron oxides Yellow	51274-00-1	0-1.09
Iron oxides black	1317-61-9	0-1.09

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SZ-FAF-001 (2013-04-10)



TEST REPORT

Supersede test report serial number C80461707

REPORT NO: C80461707 R001
DATE: June 8, 2017

4. First-aid measures

Description of first aid measures

Inhalation	If prolonged inhalation occurs, remove to fresh air. If breathing is difficult, give oxygen. Apply artificial respiration if patient is not breathing.
Skin contact	If an irritation or rash develops, gently flush affected areas with water and discontinue use.
Eye contact	Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation persists: Get medical advice/attention.
Ingestion	Rinse mouth thoroughly with water and give large amounts of milk or water to drink if the person is conscious. Never give anything by mouth to an unconscious person. Get medical attention if any discomfort continues.
Most important symptoms/effects, both acute and delayed	No specific symptoms noted.
Indication of immediate medical attention and special treatment needed	In all cases of doubt, or when symptoms persist, seek medical attention. Never give anything by mouth to an unconscious person.

5. Fire-fighting measures

Suitable extinguishing media	Use an extinguishing agent suitable for the surrounding fire.
Unsuitable extinguishing media	No information available.
Specific hazards arising from the chemical	No information available.
Special protective equipment and precautions for firefighters	Firefighters and others exposed, wear self-contained breathing apparatus. Wear full firefighting protective clothing to prevent contact with skin and eyes.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Wear Personal Protective Equipment (PPE) as detailed in Section 8 of this SDS.
Methods and materials for containment and cleaning up	Cover spills with some inert absorbent material; sweep up and place in a waste disposal container. Flush spill area with water.

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7. Handling and storage

Precautions for safe handling	Keep away from heat, sparks and open flame. - No smoking. Wash hands thoroughly after handling. Do not eat, drink or smoke when using this product. Avoid release to the environment. Use only outdoors or in a well-ventilated area.
Conditions for safe storage, including any incompatibilities	Keep in a dry, cool place. Store in closed containers, in a secure area to prevent container damage and subsequent spillage. Observe label precautions. Keep away from sources of ignition.

8. Exposure controls/personal protection

Occupational exposure limits

US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

None of the components in this product is listed.

US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)

Components	Type	Value
Iron oxides Red	PEL (TWA)	10 mg/m ³

US. OSHA Table Z-2 (29 CFR 1910.1000)

None of the components in this product is listed.

US. OSHA Table Z-3 (29 CFR 1910.1000)

None of the components in this product is listed.

US. ACGIH Threshold Limit Values

Components	Type	Value
Iron oxides Red	TLV (C)	5 mg/m ³ (resp)

US. NIOSH: Pocket Guide to Chemical Hazards

None of the components in this product is listed.

Appropriate engineering controls	No special precautions are normally required when handling this product. Maintain vapor levels below the recommended exposure standard.
Respiratory equipment	Not required under normal conditions of use.
Hand protection	Not required under normal conditions of use.
Eye protection	Not required under normal conditions of use.
Other protection	Not required under normal conditions of use.
General hygiene considerations	Avoid contact with eyes. Keep away from food and drink. When using

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does not eat, drink or smoke.

9. Physical and chemical properties

Appearance	No information available.
Form	No information available.
Color	No information available.
Odor	No information available.
Odor threshold	No information available.
pH	No information available.
Melting point	No information available.
Freezing point	No information available.
Initial boiling point and boiling range	No information available.
Flash point	No information available.
Evaporation rate	No information available.
Flammability (solid, gas)	No information available.
Upper/lower flammability or explosive limits	
Flammability limit – lower (%)	No information available.
Flammability limit – upper (%)	No information available.
Explosive limit - lower (%)	No information available.
Explosive limit - upper (%)	No information available.
Vapor pressure	No information available.
Vapor density	No information available.
Relative density	No information available.
Solubility(ies)	
Solubility (water)	No information available.
Partition coefficient (n-octanol/water)	No information available.
Auto-ignition temperature	No information available.
Decomposition temperature	No information available.
Viscosity	No information available.

10. Stability and reactivity

Reactivity	No specific reactivity hazards associated with this product.
Chemical stability	Stable under recommended storage conditions.
Possibility of hazardous reactions	Polymerization may occur at elevated temperatures.
Conditions to avoid	No information available.
Incompatible materials	No information available.
Hazardous decomposition products	No information available.

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11. Toxicological information

Information on likely routes of exposure

Ingestion	No information available.
Inhalation	No information available.
Skin contact	No information available.
Eye contact	No information available.
Symptoms related to the physical, chemical and toxicological characteristics	No information available.
Delayed and immediate effects and also chronic effects from short- and long-term exposure	No information available.

Numerical measures of toxicity

Chemical Name	Oral LD ₅₀	Dermal LD ₅₀	Inhalation LC ₅₀
Phenoxyethanol (CAS# 122-99-6)	1260 mg/kg (Rat)	>2218 mg/kg (Rabbit)	-
Iron oxides Red (CAS# 1309-37-1)	10,000 mg/kg (Rat)	-	-
Iron Oxides Black (CAS# 1317-61-9)	5000 mg/kg (Rat)	-	-

Skin corrosion/irritation	No information available.
Serious eye damage/eye irritation	No information available.
Respiratory or skin sensitization	
Respiratory sensitization	No information available.
Skin sensitization	No information available.
Germ cell mutagenicity	No information available.
Carcinogenicity	Not expected to be carcinogenic.
Reproductive toxicity	No information available.
Specific target organ toxicity - single exposure	No information available.
Specific target organ toxicity - repeated exposure	No information available.
Aspiration hazard	No information available.

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12. Ecological information

Ecotoxicity

Numerical measures of toxicity

Chemical Name	Test	Species	Test Results
Phenoxyethanol (CAS# 122-99-6)	Fish LC ₅₀	Fathead minnow (<i>Pimephales promelas</i>)	344 mg/l, 96h
	Crustacea EC ₅₀	Water flea (<i>Daphnia magna</i>)	488 mg/l, 48h
Iron oxides Red (CAS# 1309-37-1)	Fish LC ₅₀	Striped bass (<i>Morone saxatilis</i>)	4 mg/l, 96h
	Crustacea EC ₅₀	Water flea (<i>Daphnia magna</i>)	>100 mg/l, 48h
Iron oxides Yellow (CAS# 51274-00-1)	Crustacea EC ₅₀	Water flea (<i>Daphnia magna</i>)	≥ 100 mg/l, 48h
Iron Oxides Black (CAS# 1317-61-9)	Fish LC ₅₀	Brown trout (<i>Salmo trutta</i>)	0.05 mg/l, 96h

Persistence and degradability

There are no data on the degradability of this product.

Bioaccumulative potential

No data available on bioaccumulation.

Mobility in soil

No data available.

Other adverse effects

Not available.

13. Disposal considerations

Disposal instructions

Dispose of in accordance with national, state and local regulations. Do not discharge into drains/surface waters/groundwater.

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14. Transport information

	DOT	IMDG	IATA
UN number	-	-	-
UN proper shipping name	Not dangerous goods	Not dangerous goods	Not dangerous goods
Transport hazard class(es)	Not regulated for transport	Not regulated for transport	Not regulated for transport
Packing group	-	-	-
Environmental hazards	No	No	No
NO			
Transport in Bulk according to Annex II of MARPOL 73/78 and the IBC Code Notes	Not applicable.		

15. Regulatory information

US federal regulations This product is not "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Methylisothiazolinone Listed.

US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

None of the ingredients are listed.

CERCLA Hazardous Substance List (40 CFR 302.4)

None of the ingredients are listed.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories	Immediate Hazard	- No
	Delayed Hazard	- No
	Fire Hazard	- No
	Pressure Hazard	- No
	Reactivity Hazard	- No

SARA 302/304 Extremely hazardous substance

None of the ingredients are listed.

SARA 311/312 Hazardous chemical No

SARA 313 (TRI reporting)

None of the ingredients are listed.

FDA

Contains various cosmetically approved colorants including RED 33, YELLOW 5, BLUE 1, Iron oxides.

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Other federal regulations

Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List

None of the ingredients are listed.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

None of the ingredients are listed.

Safe Drinking Water Act (SDWA)

None of the ingredients are listed.

US State regulations

US. New Jersey Worker and Community Right-to-Know Act

Iron oxides Red (CAS# 1309-37-1)

US. Pennsylvania Worker and Community Right-to-Know Law

Iron oxides Red (CAS# 1309-37-1)

US. California Proposition 65

US - California Proposition 65 - Carcinogens & Reproductive Toxicity (CRT):

None of the ingredients are listed.

16. Other information

Revision date

03-24-2017

Version

1

References

ACGIH: Documentation of the Threshold Limit Values and Biological Exposure indices
ECHA: European Chemicals Agency
HSDB: Hazardous Substances Data Bank
IARC: International Agency for Research on Cancer
NIOSH: The National Institute for Occupational Safety and Health
NTP: National Toxicology Program
NLM: Hazardous Substances Data Base
OECD: Organization for Economic Co-operation and Development
OSHA: Occupational Safety and Health Administration

Disclaimer

This information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process. Such information is, to the best of the company's knowledge and belief, accurate and reliable as of the date indicated. However, no warranty guarantee or representation is made to its accuracy, reliability or completeness. It is the user's responsibility to satisfy himself as to the suitability of such information for his own particular use.

---- End of Report ----

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APPENDIX 1 - TERMS AND CONDITIONS OF SERVICE / 附件一：服务所依据的条款和条件

UL VS Shanghai Limited, -Shenzhen Branch ("UL VS") undertakes to provide services to its Customer subject to the terms and conditions contained herein.
优力胜邦质量检测（上海）有限公司深圳分公司（“乙方”）承诺根据以下列出的条款向客户（“甲方”）提供服务。

The term of limitation of liability contained herein has been conspicuously marked to draw the attention of the Customer, the full and complete explanation of the wording and legal significance of this term have been made to the Customer by ULVS The Customer agrees that this term shall be construed as a provision of the agreement between ULVS and itself, based on the full and complete understanding of the wording and legal significance of this term.
乙方对附件第四条已经做出了明显的标识以提示甲方注意，并且该条款的文字表述和法律意义，向甲方做出了充分和完整的解释。甲方已经仔细阅读了本附件第四条，对其文字表述和法律意义已经充分和完整地理解，在此基础上甲方表示同意该条款当然成为甲乙双方之间的一约定。

COMPUTATION OF CHARGES AND PAYMENT

第一条 费用计算和付款

- 1.1 (a) Consulting time shall be charged on a daily basis.
咨询时间应当以日为基础计费。
(b) Where the personnel of UL VS are assigned by its Customer to any in-house projects, the Customer shall be billed on an hourly basis on the compensation rates of its personnel.
当乙方的人员被甲方指派至任何内部项目，甲方应当以小时为基础按此等人员的报酬费率进行计费。
- 1.2 Disbursements incurred on the Customer's behalf such as expenditure for communications, transportation, travel, the purchase of any materials, tools, equipment, components or parts which are directly related to the service shall be billed at costs and shall include a reasonable handling charge at the discretion of UL VS.
为甲方而产生的开支与服务直接相关的通讯、交通、差旅、购买任何原料、工具、设备、零件或部件的费用，应当按成本向甲方计费，且应包含一笔由乙方决定的合理手续费。
- 1.3 Where in the opinion of UL VS the services are consuming entailing the use of special equipment and disbursements, the Customer shall be charged on an "equipment-hour" basis on the time spent.
当乙方判断服务将消耗大量时间，导致使用特殊设备或支出时，对甲方将以所花费的“设备-小时”为基础收取费用。
- 1.4 Payments shall be paid in RMB at its address or at such other address and in such manner as ULVS may from time to time specify. Payment made by post shall be at the risk of the Customer.
付款应当在乙方所在地以人民币方式支付，或者根据乙方可以随时规定的其他方式或其他方式支付。以邮寄方式做出的付款应当由甲方承担风险。
- 1.5 The Customer undertakes during the continuance of this Agreement: -
甲方承诺在本协议存续期间：-
(a) to punctually pay all billings rendered to the customer from time to time;
按时支付不得延误给甲方的所有帐单；
(b) unless otherwise agreed in writing, payment is to be made within 7 days from the date of invoice or the date of the Debit Note;
除非另有书面约定，付款应当在开具发票或付款通知日之后7天内做出；
(c) where the Customer fails to pay within time, UL VS shall charge interest on overdue invoices at the rate of 2% per month or 24% per annum until payment, such interest to run from day to day and to accrue after as well as before any judgment and is to be compounded at monthly intervals;
若甲方未按时付款，乙方就逾期未付发票金额以每月2%或每年24%的比例收取利息，直至全额付款，此等罚息以计算并在任何判决之前和之后都产生，并以月为间隔，按本金和不断累积的利息为基数累计；
(d) UL VS shall have a lien on any goods of the Customer until payment but the exercise of such lien shall not prevent interest continuing.
乙方有权就甲方的货物直到其全额付款，但置置甲方的行使不应妨碍罚息继续计算。
- 1.6 If the Customer shall fail to pay UL VS for any reason, the Customer shall commit a breach of any of its obligation under this Agreement or if a receiver of the Customer is appointed or if any resolution or petition to wind up the Customer's business shall be passed or presented (except for the purpose of reconstruction), UL VS may without prejudice to its other rights either suspend or cancel the Agreement and in such an event UL VS may also suspend or cancel any other existing contracts without being liable to damages.
若甲方因任何原因未能根据第1.5条向乙方付款，或若甲方违反了本协议项下的任何义务，或甲方的接管人一旦被任命，或结束甲方业务的任何决议或申请被通过或提交（为重组之目的除外），则乙方可以在不影响其他权利情况下中止或解除本协议，在此等情况下乙方也可以中止或撤销任何其他存在的合同并且不对损失负责。

CONFIDENTIAL TREATMENT OF INFORMATION

第二条 信息的保密处理

- 2.1 Unless otherwise specifically agreed between the parties, the services rendered by UL VS to the Customer shall be on a non-exclusive best-efforts basis.
除非双方另有特别约定，由乙方向甲方提供的服务应当建立在不懈努力和勤勉尽责的基础上。
It is explicitly agreed by UL VS and the Customer that all technical information (whether contained in models, drawings, reproductions of drawings, written reports, letters, memoranda or notes or in any other form) shall be kept strictly confidential by UL VS for the purposes of this Agreement and UL VS shall at all times use all reasonable efforts to prevent the disclosure to third parties of any part thereof unless UL VS shall have first obtained the written consent of the Customer specifically authorizing such disclosure PROVIDED ALWAYS AND IT IS MUTUALLY AGREED that the confidentiality shall extend for a period of five (5) years from the date of completion of its work and PROVIDED FURTHER that UL VS shall not be liable under this clause if through no fault of UL VS the information is generally known to or independently developed by UL VS without recourse to the materials provided by the Customer, or the information is necessary for performance by UL VS under this Agreement, or is disclosed in accordance with a judgment or writ issued by a competent court of any jurisdiction to which the Terms are subject, or with an order, notice or requirement issued by a governmental agency of the aforesaid jurisdiction.
乙方和甲方明确同意：所有技术信息（无论为模型、图版、图形的复制、书面报告、信件、备忘录或笔记中获得或以任何其他形式获得）都应当由乙方为本协议之目的而严格保密，乙方应当始终采取一切合理的努力以防止此等技术信息的任何部分向第三方泄露，除非乙方已经获得甲方特别授权或经披露的书面同意。双方约定此等保密期限在完成工作后应连续5年，且乙方在下列情况下根据本条不承担责任：在乙方无过错的情况下，该信息被公众普遍知悉；或该信息被乙方普遍知悉；或该信息由乙方独立开发，没有利用甲方所提供的材料；或该信息为乙方根据本协议履行义务所需；或该信息在根据本条确定的拥有管辖权的法院出具的判决或正式文书或根据上述拥有管辖权的政府机构发布的命令、通知或要求必须提供的。
- 2.3 UL VS undertakes that the identity of its Customers and the nature of services rendered shall be kept confidential unless the Customer agrees in writing to their release PROVIDED ALWAYS that UL VS shall not be liable under this clause if through no fault act or failure on its part the identity of the Customer is generally known to the public.
乙方承诺对其甲方的身份和所提供服务的性质保密，除非甲方书面同意披露，但若在乙方方面没有过错行为或失误的情况下，甲方的身份被公众普遍知悉，乙方不承担责任。

PATENT RIGHTS

第三条 专利权

- 3.1 Any invention made in the performance of work for the Customer by the Customer by UL VS within the field of work undertaken for the Customer, belongs to the Customer.
在为甲方履行工作的过程中，在为甲方所承担的工作范围内由乙方作出的任何发明属于甲方。
- 3.2 UL VS's use of the aforesaid inventions shall be free of any royalty fees provided that the uses of such inventions are confined to the performance of the work for the Customer.
在为甲方履行工作的过程中使用上述发明，乙方应当免付专利使用费。

LIMITATION OF LIABILITY

第四条 责任限制

- 4.1 If any liability on the part of UL VS shall arise (whether under the express or implied terms hereof or under the relevant Chinese laws and regulations) in contract, tort or infringement, the Customer's right to recover damages for any loss of whatever nature caused by the fault or negligence of UL VS or by any breach of its obligations or howsoever caused shall be limited to the payment by UL VS of the amount of the contract price under this Agreement and the said limitation of liability shall apply regardless of the form of action, whether in contract, tort, infringement or otherwise. In no event shall UL VS be liable for incidental or consequential damage. The Customer hereby acknowledges and states that its losses and damages, whether direct or indirect, resulted therefrom will be sufficiently recovered by the above amount of compensation and shall not raise any further claim against UL VS beyond such amount.
若乙方产生任何合同或侵权责任（无论是根据本协议或默示条款，或根据相关中国法律规定），甲方要求赔偿由乙方故意或过失或违反任何义务或其他原因所造成的无论何种形式的任何损失的权利，应当被限于根据本协议项下甲方支付给乙方的合同价款的数额，且无论诉讼的形式为合同、侵权或其他诉讼，上述责任限制都应当适用，而乙方在任何情况下都无需为附带或由此而起的损失承担责任。甲方在此承认并声明其因此而产生的损失和损害，无论直接或间接，都将由上述赔偿款项得以充分弥补，且在此款项之外不应对乙方提出任何进一步的请求。

INDEMNITY

第五条 补偿

- 5.1 In the event of actual or threatened suit against UL VS in relation to the services undertaken on behalf of the Customer or in relation to any of the Products or the Trade Mark or Patent of the Customer or of any allegation of infringement of any letters patent, registered design, trade mark or trade name, the Customer shall indemnify UL VS harmless from any liability, action, claim, demand, costs, charges and expenses arising there from or expense including solicitors fees, counsel's fees in defending such action or proceeding and the Customer shall pay the costs of any settlement or compromise effected.
若有与乙方代表甲方所承担的服务相关，或为甲方的任何产品或服务或商标或专利相关而针对乙方的任何实际的或可能的诉讼，或若有任何口头证书、注册设计、商标或商号的侵权声明，甲方应当赔偿乙方，以使其免受任何因此而产生的责任、诉讼、索赔请求、警告、开支、费用和费用或抗辩此等行为而发生的费用，包括律师费、顾问费，若甲方将自行决定采取任何和解或妥协行动，或自负责抗辩此等行为或程序，则甲方应当支付采取任何和解或妥协行动的费用。

SOLICITATION OF EMPLOYEES

第六条 雇员引诱

- 6.1 It is mutually agreed that neither party shall solicit the employees of the other for employment or hire unless prior written consent to do so is obtained.
双方同意除非得到事先书面同意，任何一方不得引诱雇佣或聘用另一方的雇员。

EFFECT OF PROPOSAL

第七条 建议书的效力

- 7.1 The accompanying proposal is valid for a period of ninety (90) days from the date of the proposal unless extended in writing by UL VS. Upon the acceptance of such proposal, this appendix shall form part of the Agreement with the Customer and notwithstanding any prior discussions or prior oral or written agreements to the contrary, the terms and conditions herein shall be applicable and take precedence over any conflicting terms contained in any documents submitted by the Customer.
所附之建议书，除非由乙方书面延展，其有效期为建议书出具之日起九十（90）日。一旦接受此建议书，本附录应当构成与甲方之协议的一部分，且无论之前是否有与相反的任何讨论或口头或书面协议，本文中的条款和条件应当适用于，且取代甲方提交的任何文件中所包含的任何与之相冲突的条款。

DATA AND DOCUMENT RETENTION

第八条 数据和文件保留

- 8.1 (a) After the services are rendered, UL VS may retain a copy of all documents relating to the services (the "Supporting Documents") for as long as UL VS, in its sole discretion, deems fit.
在提供服务后，乙方可以在其认为有必要时保留一份与其服务相关的所有文件（“支持文件”）的复印件。
(b) Unless otherwise specified or required by the applicable law, all Supporting Documents over 3 years of age will be automatically destroyed by UL VS without notice to the Customers. Should any or all Supporting Documents less than 3 years are scheduled to be destroyed, UL VS shall give the Customer 30 Days' written notice to the Customer's last known address of its intention to destroy the Supporting Documents. Unless the Customer makes a written request to UL VS reaching UL VS before the expiration of the said 30 days seeking delivery of those documents to the Customer at the Customer's expense, those documents shall be destroyed.
除非另有说明或法律所需，所有超过3年的支持文件将由乙方自动销毁，通知甲方。若任何少于三年的支持文件将被销毁，乙方应当按最后被其通知的甲方地址给予甲方一份30日期限的书面通知，告知其销毁该文件的意思。除非甲方向乙方提出书面请求，要求将此等文件交付给甲方，并且该请求要在上述30日期满前送达乙方并由甲方承担费用，否则此等文件将被销毁。
(c) The Customer shall indemnify UL VS for any costs or expenses in responding to or opposing any subpoena, the production of any documents in Court seeking the disclosure of the said documents or any information contained therein.
甲方应当赔偿乙方为回应或对抗任何寻求揭示上述文书或其中包含的任何信息的传票以及在法庭上制作文件的任何费用或支出。

GOVERNING LAW

第九条 适用法律

- 9.1 This Agreement and the rights and obligations of the parties shall in all be governed, construed, interpreted and operated in accordance with the relevant Chinese laws and regulations.
本协议和双方的权利义务在各方面都应当由相关的中国法律法规管辖、推断、解释和操作。

OBLIGATIONS OF THE CUSTOMER

第十条 甲方的义务

- 10.1 If the Customer intends to change the work hereunder or assign any other work to UL VS, such a change or new assignment shall be subject to a separate negotiation and agreement between both of the parties. If UL VS suffers any loss or damage because the Customer changes the contractual work undertaken by UL VS as agreed by both parties prior to completion of the work, the Customer shall compensate for such losses and damages.
若甲方变更本协议项下工作或指派任何其他工作，此等变更或指派交付的工作应当由双方另行协商和约定。若由于甲方在工作完成之前变更乙方所承担的工作，而乙方遭受了任何损失或损害，甲方应当赔偿此等损失和损害。
- 10.2 If the work undertaken by UL VS hereunder requires any assistance of the Customer, the Customer shall be obliged to provide all necessary and reasonable assistance which UL VS may deem fit. If the work undertaken by UL VS hereunder cannot be completed due to the Customer's failure to perform its obligation to assist, UL VS may demand the Customer performs its obligation within a reasonable period of time and may appropriately extend the time limit for its own work. If upon the expiration of such reasonable time period the Customer still fails to perform its obligation, UL VS may terminate this Agreement, without prejudice to any other rights of UL VS hereunder or under any applicable laws and regulations.
若本协议项下乙方所承担的工作需要甲方的协助，甲方有义务提供乙方认为合理的所有必需和合理的协助。若由于甲方未能履行其协助义务而使本协议中乙方所承担的工作无法完成，乙方可以在合理期限内催告甲方履行其义务，且可以适当延展其工作的时限。若在上述合理期限期满后甲方仍然未能履行其义务，乙方可以终止本协议，并不影响根据本协议或任何可适用的法律法规所拥有任何其他权利。

SAMPLES

第十一条 样品

- 11.1 UL VS expects Customers to abide by all applicable regulations when shipping samples to UL VS. Improper shipping may result in additional charges for costs incurred by UL VS: (a) to identify samples to UL VS, (b) damage done to UL VS personnel or property as a result of improper packaging, labeling or omission of identifying documents. UL VS has the right to refuse receipt of any shipment that, in its discretion, is unsafe or has been shipped improperly. Any costs associated with refusal to accept shipment under this clause are the sole responsibility of the Customer. Customer shall indemnify and hold harmless UL VS for any and all damages, expenses, fines, judgments, liabilities and costs (including attorney's fee) incurred by UL VS and arising from the improper packaging or omission of the sample by Customer.
乙方期望甲方能够遵照所有应适用的规定把样品寄送给乙方，不正确的寄送方式可能会导致成本增加。(a) 鉴定样品成分，(b)由于不正确的包装、标注导致识别文件的误导导致乙方人员或财产损失。乙方拥有拒绝接收其判断为不安全或由于不正确方式寄送之样品权利。在这种情况下，由于乙方拒绝接收而产生的一切费用由甲方单独承担。乙方将要求甲方赔偿由于甲方不正确的包装和寄送方式所导致的部分以及全部的破损、开支、罚款、裁定、债务以及其他费用（包括律师费）。

E-MAIL DISCLAIMER

第十二条 电子邮件免责声明

- 12.1 UL VS shall follow the request of the Customer in the event that final report / results hereunder shall be sent by e-mail rather than by paper hard copy. UL VS considers e-mail a valuable and efficient tool, however, UL VS hereby gives cautions to the Customer that the report / results in electronic version may inadvertently be modified once it is in the Customer's word processing system. Further, the current e-mail transmission technology may allow for interception of messages and reports / results by third parties. UL VS shall not be held responsible for these risks, which are out of its control. Should a report / results be sent to the Customer by e-mail on its request, such a request SHALL BE DEEMED TO BE AN ACCEPTANCE OF THE RISK THAT THE REPORT / RESULTS MAY BE INTERCEPTED BY THIRD PARTIES. The Customer shall agree that the report / results shall be sent by UL VS unencrypted. Transmission of the report / results (or other materials requested by the Customer) via the internet or other public network shall not be considered to constitute a breach of any confidentiality or other provisions of this Agreement between UL VS and the Customer, and UL VS shall in no way be liable for any damages resulting from such a transmission. Additionally, UL VS shall not be liable for any damages incurred by the Customer for any changes made to the report / results after it has been transmitted.
若甲方要求将本协议项下最终报告/结果以电子邮件而非书面形式寄发时，乙方应遵照甲方的此等要求。乙方视电子邮件为有用且有效的工具，然而，乙方在此警告甲方，一旦电子邮件报告/结果进入甲方的文字处理系统，其有可能被非故意地修改。此外，现有的电子邮件传递技术有可能会使得第三方对信息报告/结果进行窃取。乙方不对此超出乙方控制范围的风险负责。如果一份报告/结果在甲方的请求下需以电子邮件的方式寄发，那么此等请求同时被视为接受第三方可能拦截该报告/结果的风险。甲方同意乙方以不加密的方式寄发报告/结果。通过互联网或其它公共网络传递报告/结果（或甲方要求的其它材料），不应被视为构成违反乙方和甲方之间的协议所规定的任何保密或其它条款。并且乙方不应对任何在报告/结果被传递后对其内容的任何修改使甲方招致的任何损失负责。

MISCELLANEOUS PROVISIONS

第十三条 其他规定

- 13.1 Any provision of this Agreement prohibited by or regarded as unlawful or unenforceable under any applicable law actually applied by any court of competent jurisdiction shall, to the extent required by such law, be severed by this Agreement and rendered ineffective so far as is possible without modifying the remaining provisions of the agreement. Where however the provisions of any such applicable law may be waived, they are hereby waived by the parties hereto to the full extent permitted by such law to the end that this Agreement shall be valid and binding agreement enforceable in accordance with its terms.
根据有管辖权的法院所适用的任何应适用的法律，当本协议中的任何条款被禁止或被视为无效或不可执行时，则应当在此等法律所要求的范围内尽可能地不影响协议其他条款的效力。但若任何此等应适用的法律之规定可以被放弃或不适用于，则双方应在此等法律所允许的范围内尽可能地放弃此等规定，以使本协议成为有效的、有约束力的完整协议。
- 13.2 A certificate signed by any officer of UL VS as to the amount due to the Customer hereunder at the date of such certificate shall, in the absence of manifest error, be conclusive evidence of the amount due.
一份由乙方的任何管理人员签署的根据本协议甲方在该等证书签发之日应付款项的证书，若无明显错误，应作为乙方应付款项的确定。
- 13.3 Nothing in this Agreement shall be considered to form a partnership between the parties. No party shall represent that it acts as agent for another or has any capacity to bind another in any contractual or other arrangements.
本协议的任何条款均不得被视为构成乙方和甲方之间的合伙关系。任何一方不得宣称其可作为另一方的代理人或有能力在任何合同或其他安排中约束另一方。
- 13.4 Save as herein otherwise provided any notice required to be given hereunder shall be sufficiently given if given in writing or by telegram or telex to the last known postal address or telex number of the addressee and every notice shall be deemed to have been received and given at the time when in the course of transmission it should have been delivered at the address or telex number to which it was sent.
除非另外规定，根据本协议需要作出的任何通知，若以书面形式或电报或电传向最后所知的地址或电传号码作出，应被视为充分给出；且在传递过程中，当其应当已经送达至所发送的地址或电传号码时，应当被视为已经被收到和作出。
- 13.5 This report or certificate does not relieve sellers/suppliers from their contractual responsibility with regards to the quality/quantity of this delivery nor does it prejudice Customer's right to claim towards sellers/suppliers for compensation for any apparent and/or hidden defects not detected during UL VS's random inspection or testing or audit.
本报告或证书并未免除卖方/供应商关于交付货物数量/质量方面的任何责任，也不影响甲方向卖方/供应商主张赔偿因乙方随机检查或测试或审核中未被发现的任何表面和/或隐藏的瑕疵的权利。