



检验报告

客户: 东莞天志木制品有限公司
地址: 东莞市企石镇上截村黄金积工业区

报告号码: C80831485
日期: 2014 年 11 月 27 日

联系人: 余小姐

样品描述: 配对堆叠板

样品数量: 1 个
买家: 没有提供
供应商: 东莞天志木制品有限公司
样品号码: ME03904
采购订单号码: 没有提供
目的地: 全球
原产国: 中国
标签年龄组: 2 岁以上
接收样品日期: 2014 年 11 月 5 日 (下午)

检测方法和结果: 参见附页

结论:

中华人民共和国国家标准 GB 6675-2:2014 玩具机械和物理性能	合格
中华人民共和国国家标准 GB5296.5-2006 消费品使用说明 玩具使用说明	合格
GB 6675-3:2014 燃烧性能	合格
GB 6675.1 & 4:2014 特定元素的迁移	合格 #1, #2
GB 6675.1-2014-增塑剂的测试	合格 #1, #2

#1: 据客户声称, 报告中样品 2 与报告 C80861489 中一个样品相同, 此样品 2 的测试数据参考 2014 年 11 月 20 号发出的报告 C80861489。

#2: 据客户声称, 报告中样品 3, 4, 5, 6, 7, 8, 9 与报告 C80781475 中一个样品相同, 此样品 3, 4, 5, 6, 7, 8, 9 的测试数据参考 2014 年 11 月 6 号发出的报告 C80781475。

***** Page 1 of 9 *****

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



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报告号码: C80831485
日期: 2014 年 11 月 27 日

批准人:
优力胜邦质量检测(上海)有限公司深圳分公司

胡波
助理总监
玩具部

重要声明:
本报告提供的结果只适用于此次被检测的样品。

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

UL VS Shanghai Limited Shenzhen Branch
3-4F Qingyi Supermask Photoelectricity Building, No.8 Langshan 2nd Road,
North High-Tech Industrial Park, Nanshan District, Shenzhen, P.R. China

优力胜邦质量检测(上海)有限公司深圳分公司
广东省深圳市南山区高新科技园北区朗山二路8号清溢光电大厦三、四楼
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报告号码: C80831485
日期: 2014 年 11 月 27 日

测试结果

1. 机械和物理性能
根据中华人民共和国国家标准 GB6675.2-2014 玩具机械和物理性能

以下条款被确认适用:

申请测试年龄 : 2 岁以上
样板数量 : 1 套

条款	测试项目	评估结果
4.1	正常使用	合格
4.2	可预见的合理滥用	合格
4.3	材料	合格
4.4	小零件	合格
4.6	边缘	合格
4.7	尖端	合格
附录 B	安全标识指南和生产商标记	合格

根据 GB6675.1 基本规范条款 5.7 的要求, 玩具使用说明应该按照 GB5296.5 进行检测。测试结果见另一测试项目。

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日期: 2014 年 11 月 27 日

测试结果

2. 玩具使用说明

根据中华人民共和国国家标准 GB5296.5-2006 消费品使用说明 玩具使用说明的要求

以下条款被确认适用:

申请测试年龄 : 2 岁以上
样板数量 : 1 套

条款	测试项目	评估结果
4	基本原则	合格
5	标注内容	合格
5.1	产品名称	合格
5.2	产品型号	合格
5.3	产品标准编号	合格
5.4	年龄范围	合格
5.8	维护和保养	合格
5.10	生产者、经销者的名称地址及原产国	合格
6	形式	合格
7	安放位置	合格
8	字体、字号	合格

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日期: 2014 年 11 月 27 日

测试结果

3. 燃烧测试

燃烧测试: GB 6675-3:2014 一般要求

要求: 赛璐珞 (硝酸纤维素) 及具有相同着火性能的材料(除了在清漆和油漆中使用) 不能作为加工玩具的材料使用

结果: 递交样品通过测试。

检测日期: 2014 年 11 月 7 日到 2014 年 11 月 19 日

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日期: 2014 年 11 月 27 日

测试结果

4. 化学测试

样品索引:

样品 1	=	底座 米色胶合板
样品 2	=	方块/图标 实木/胶合板的上橙红色涂层(A1Y)
样品 3	=	方块 实木上的橙色涂层(A2Y)
样品 4	=	方块 实木上的浅黄色涂层(A3Y)
样品 5	=	方块/图标 实木/胶合板上的深绿色涂层(A5Y)
样品 6	=	方块 实木上的浅绿色涂层(A6Y)
样品 7	=	图案 胶合板上的深蓝色涂层(A7Y)
样品 8	=	方块 实木上的浅蓝色涂层(A8Y)
样品 9	=	底座/支架 实木/胶合板上的清漆涂层(A21Y)
样品 10	=	支架/方块 棕色实木

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测试结果

4.1 特定元素的迁移: GB 6675.4-2014(除指画颜料和造型粘土之外的玩具材料)

结果:

元素	锑	砷	钡	镉	铬	铅	汞	硒
限量	< 60	< 25	< 1000	< 75	< 60	< 90	< 60	< 500
样品 1	<6.0	<2.5	<6.0	<6.0	<6.0	<6.0	<6.0	<6.0
样品 2	<6.0	<2.5	<6.0	<6.0	<6.0	<6.0	<6.0	<6.0
样品 3	<6.0	<2.5	<6.0	<6.0	<6.0	<6.0	<6.0	<6.0
样品 4	<6.0	<2.5	17.0	<6.0	<6.0	<6.0	<6.0	<6.0
样品 5	<6.0	<2.5	<6.0	<6.0	<6.0	<6.0	<6.0	<6.0
样品 6	<6.0	<2.5	17.0	<6.0	<6.0	<6.0	<6.0	<6.0
样品 7	<6.0	<2.5	<6.0	<6.0	<6.0	<6.0	<6.0	<6.0
样品 8	<6.0	<2.5	<6.0	<6.0	<6.0	<6.0	<6.0	<6.0
样品 9	<6.0	<2.5	<6.0	<6.0	<6.0	<6.0	<6.0	<6.0
样品 10	<6.0	<2.5	13.0	<6.0	<6.0	<6.0	<6.0	<6.0

所有浓度均以毫克/千克表示
"<" 意思为 "小于"

备注:

1. 当前可溶性元素测试方法

- a) 锑, 砷, 钡, 镉, 铬, 铅, 汞及硒都用电感耦合等离子发射光谱仪测定。

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



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地址: 东莞市企石镇上截村黄金积工业区

报告号码: C80831485
日期: 2014 年 11 月 27 日

测试结果

4.2 GB 6675.1-2014-增塑剂的测试

测试方法 : 参考 CPSC-CH-C1001-09.3

要求 : 在玩具产品的 DEHP, DBP 和 BBP 三含量总和不得超过 0.1%,
在可入口的玩具产品, DINP, DIDP 和 DNOP 三者含量总和不得超过 0.1%

结果 :

增塑剂	Sample 2	Sample 3	Sample 4	Sample 5	Sample 6
DBP	N.D.	N.D.	N.D.	N.D.	N.D.
BBP	N.D.	N.D.	N.D.	N.D.	N.D.
DEHP	N.D.	N.D.	N.D.	N.D.	N.D.
DBP+BBP+DEHP	N.D.	N.D.	N.D.	N.D.	N.D.
DINP	N.D.	N.D.	N.D.	N.D.	N.D.
DIDP	N.D.	N.D.	N.D.	N.D.	N.D.
DNOP	N.D.	N.D.	N.D.	N.D.	N.D.
DINP+DIDP+DNOP	N.D.	N.D.	N.D.	N.D.	N.D.

增塑剂	Sample 7	Sample 8	Sample 9
DBP	N.D.	N.D.	N.D.
BBP	N.D.	N.D.	N.D.
DEHP	N.D.	N.D.	N.D.
DBP+BBP+DEHP	N.D.	N.D.	N.D.
DINP	N.D.	N.D.	N.D.
DIDP	N.D.	N.D.	N.D.
DNOP	N.D.	N.D.	N.D.
DINP+DIDP+DNOP	N.D.	N.D.	N.D.

备注 : 1) 每种增塑剂检出限为 0.005%
2) ND 表示未检出

关键字 : DBP =邻苯二甲酸二正丁酯 DBP =邻苯二甲酸二正丁酯
BBP =邻苯二甲酸丁基苄酯 BBP =邻苯二甲酸丁基苄酯
DEHP =邻苯二甲酸(2-乙基己基)酯 DEHP =邻苯二甲酸(2-乙基己基)酯

检测日期: 2014 年 11 月 5 日到 2014 年 11 月 12 日

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样品图片:



*****结束*****

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3-4F Qingyi Supermask Photoelectricity Building, No.8 Langshan 2nd Road,
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优力胜邦质量检测(上海)有限公司深圳分公司
广东省深圳市南山区高新科技园北区朗山二路8号清溢光电大厦三、四楼
电话(T): 755-26018600 / 传真(F): 755-26018626 / 网址(W): UL.com/Consumer-products

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”）承诺根据以下所列的条款向客户（“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 provided by the agreement between the ULVS and itself, based on the full and complete understanding of the wording and legal significance of this term.

乙方作为附件第四号已经给出了明确的指示以提示甲方注意, 并且对该条的文本表述和法律意义, 甲方作出了充分和完整的理解。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当然成为甲乙双方之间的一项约定。

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。
- 1.2 (b) Where the personnel of UL VS are assigned by the 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甲方人员的报酬费率进行计费。
- 1.3 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如与服务直接相关的通讯、交通、差旅、购买原材料、工具、设备、零件或部件的费用，应当按成本向甲方计费，且应包括一笔由乙方决定的合理手续费。
- 1.4 When in the opinion of the services of UL VS time 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。
- 1.5 Payments shall be paid in RMB at its address or at such other address 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地方或其他支付方式。以邮寄方式做出的付款应当由甲方承担风险。
- 1.6 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;
按时支付不时提供给甲方的所有帐单；
- (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的 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;
若甲方未能按约定付款，乙方将逾期未付发票金额以每月 2%或每年 24%的比例收取罚息，直至全额付款，此等罚息以自计算且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来计息；
- (d) ULVS shall have a lien on any goods of the Customer until payment but the exercise of such lien shall not prevent interest continuing.
乙方有权留置甲方的货物直至全额付款，但留置权的行使不应妨碍罚息的继续计算。
- 1.6 If the Customer fails to pay ULVS for any reason under Clause 1.5 or if 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 suspended (excepted in writing by ULVS) or if the Customer shall suspend or cancel the Agreement and in such an event UL VS may also suspend or cancel any 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，或若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和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并不对损失负责。

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.
- 除非双方另有特定的约定，乙方为甲方提供的服务将以建立在不排他的和勤勉尽责的基础上。
- 2.2 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 not disclose such information to any third party without the prior written consent of the Customer. 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 the public; or the information is generally known to UL VS; or is independently developed by UL VS without recourse to the materials provided by the Customer; or the information is necessarily for performance by UL VS under this Agreement; or is disclosed in accordance with a judgment or writ issued by a court of competent jurisdiction.
- 甲乙双方明确同意：所有技术信息（无论是在模型、图纸、图形的复制品、书面报告、信件、备忘录或图表中获取或以任何其他形式提供）都应当由乙方作为协议之目的而严格保密。乙方应当始终采取一切合理的方式以防止此等技术及其他信息的任何部分向第三方披露。除非乙方已经获得过特别授权否则此类等披露的许可范围、双方约定的或者在保密期情况下工作完成日再延续五年，且乙方在下列情况下将不承担责任：在乙方无过错的情况下，该信息被公众普遍知晓；或该信息由乙方独立开发，没有利用甲方所提供的材料；或该信息是乙方从其他方处获悉，或该信息根据本条款规定的现有管辖权的法院出具的判决或正式文书而被公开；或因相关要求必须提供。
- 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 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 Customer is generally known to the public.
- 乙方承诺对于甲方的身份和所提供服务的性质进行保密，除非甲方书面同意有过错行为发生的情况下，甲方的身份将被公诸于众。乙方不承担责任。

PATENT RIGHTS

第三條 專利權利

- 3.1 Any invention made in the performance of work for the Customer by UL VS within the field of work undertaken for the Customer, belongs to the Customer.
在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

- 4.11 If any liability on the part of UL VLS shall arise (whether under 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 VLS or by any breach of its obligations or howsoever caused shall be limited to the payment by UL VLS 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 VLS be liable for incidental or consequential damage. The Customer hereby agrees 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 VLS beyond such amount.
- 若在本方履行本合同或侵权责任（无论是根据本协议约定或适用法律规定），甲方要求赔偿由乙方的故意或过失或其他原因所造成之任何损失或损害，应当被限制于根据本协议项下乙方的合同价款数额，且无论诉讼的方式为何种，侵权或其他诉讼，上述责任赔偿都不得超过乙方在本方履行本合同或侵权责任时所需支付由此引起的所有损害赔偿责任。甲方在此承认并声明其因本合同产生的损失和损害，无论直接或间接，都将由上述赔偿款项以充分弥补，且在该款项之外不对乙方提出任何进一步的请求。

INDEMNITY

第五条 补借

- 5.1** In the event of actual or threatened suit against ULVS 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 ULVS harmless from any liability, action, claim, demand, costs, charges and expenses arising therefrom or expense including solicitors fees, counsel's fees in defending such action.Provided always that the Customer will at its own election either effect any settlement or compromise or at its own expense defend any such action or proceeding and the Customer shall pay the costs of any settlement or compromise as settled.
- 凡因本行或本行代理之任何产品或服务而遭受任何诉讼、索赔、损害赔偿、费用及开支，或因任何专利、注册设计、商标或商号之侵权指控而产生任何责任、诉讼、索偿、费用、开支、收费等费用均应由客户自行承担并负责支付。但客户应自行选择以和解或妥协和解或以其自身费用进行抗辩或辩护，且客户应承担任何和解或妥协和解的费用。
- 此等行为及发生的效果，包括赔偿、履约等，但客户须自行抗辩及承担任何和解或妥协行动，以及向对方提供担保并支付任何费用，则客户应当支付其承担任何和解或妥协行动的费用，
- 使其免受任何因此而产生的责任、诉讼、索偿、费用、开支、收费等费用均应由客户自行承担并负责支付。

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，任何一方均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 本协议项下的提议书自甲方收到之日起九十(90)日内有效。除非甲方在收到乙方提议书之日起九十(90)日内向乙方发出书面通知，否则甲方应被视为接受乙方提议书。甲方接受乙方提议书后，乙方应开始履行本协议项下的义务。甲方接受乙方提议书后，乙方应开始履行本协议项下的义务。甲方接受乙方提议书后，乙方应开始履行本协议项下的义务。

DATA AND DOCUMENT RETENTION

DATA AND DOCUMENT

第八条 数据和文件保管

- (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. In providing services to, 乙方可以以其认为合适时保留一份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.
- 除非另有说明或法规所须，所有超过 3 年的支持文件将由乙方自动销毁，无需通知甲方。若任何少于三年的支持文件将被销毁，乙方应按最后被其知悉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图。除非甲方方向乙方提出书面请求，要求将此等文件交付给甲方，并支付该费用在案，否则所有少于三年的支持文件将被乙方自动销毁。
- (c) The Customer shall indemnify UL VS for any costs or expenses in responding to or opposing any subpoena, the production of any information, the disclosure of the said documents or any information contained therein. 甲方应赔偿乙方为回应或对抗任何寻求披露上述文件或其中包含的任何信息的传票以及向法院上制作文件的任何费用或支出。

GOVERNING LAW

第九條 適用注釋

- 9.1 This Agreement and the rights and obligations of the parties shall in all respects 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

第十條 甲方的義務

- 10.1 若甲方有意变更其向乙方所承担的或另行委托乙方履行的工作, 该变更或重新委托的工作应由甲方另行磋商确定。若由于甲方在工作完成之前无正当理由单方面变更其应承担的工作, 而导致乙方遭受了任何损失或损害, 甲方应赔偿此等损失和损害。
- 10.2 若乙方因甲方未向乙方提供其任何协助, 乙方应承担由此而产生的任何损失或损害。若乙方未能履行其义务, 乙方可以在合理期限内催告甲方履行其义务, 且可以以适当方式中止其义务。若甲方在上述合理期限期满后仍未履行其义务, 乙方可以终止本协议, 且不影响根据本协议或任何可适用的法律规则而产生的任何其他权利。

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 by 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 fees) incurred by UL VS and arising from the improper packaging or shipment of the sample to Customer.
- 11.2 买方应遵守所有适用的法规，在将样品寄往UL VS时。错误的运输可能会导致UL VS产生额外费用。(a) 为了识别样品给UL VS, (b) 由于包装、贴标或遗漏标识文件而导致的人员或财产损失。UL VS有权拒绝接收任何在其认为不安全或运输不当的货物。根据本条款因拒收货物而产生的任何费用均由客户承担。客户应对UL VS因其人员和财产遭受损害或因样品包装或运输不当而发生的任何和全部损失、费用、罚款、判决、赔偿金及其他费用(包括律师费)进行赔偿并使其免受索赔。

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 a 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 this 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 the Customer and the Customer, and UL VS shall in no way be liable for any damages resulting from such transmission. Additionally, UL VS shall not be liable for any damages incurred by the Customer as any damages incurred by the Customer 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纸质形式的方式发送,乙方应遵循甲方的此等要求。乙方电子传输文件为有效且具效率的工具。然而,乙方在此警告甲方,一旦电子版报告/结果进入甲方的电子处理系统,其有可能被非法地修改。此外,现有的电子传输技术有可能使得报告/结果在传输过程中被拦截/篡改,乙方对此等风险均不承担责任。如果一份报告/结果经甲方的请求予以电子邮件的方式发送,那么该等请求同时视同接受乙方可能拦截报告/结果的风险。甲方同意乙方以该种方式发送报告/结果。通过电子邮件传输的报告/结果应未经加密。乙方通过互联网或其他公共网络传输的报告/结果(或甲方请求的其他材料)不应被视为构成违反本协议项下的任何保密或其他条款,且乙方亦不以何方式向甲方或第三方披露或传输任何与本协议有关的任何信息。

MISCELLANEOUS

- 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 and enforceable in accordance with its terms.
- 根据中国管辖的法律所适用的任何适用法律的规定,当本协议中的任何条款被禁止或视为无效或不可执行时,则应当以此等适用法律所要求的范围内可能不影响协议其他条款的方式。但任何此等适用法律的规定可被放弃或无效,则双方在此等适用法律所允许的范围内尽可能使该条款有效,以使本协议成为有效的、有约束力的完整协议。
- 13.2 A certified true and correct copy of VS as the amount due from the Customer hereunder at the date of such certificate shall, in the absence of manifest error, be conclusive evidence of the amount due.
- 一份由任何管理人是签署的或根据本协议甲方在每笔货款签收之日付款金额的证明。若无明显错误,应作为此等应付款项的确定。
- 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.
- 本协议中的任何条款均不被视为构成双方间的合伙关系。任何一方均不得声称或作为另一方的代理人或代表能以任何合同或其他方式约束另一方。
- 13.3 Save for other express agreement in writing, all communications shall be made lastly and only by telegram or telex to the latest known postal address and by telex to the latest known postal address 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.
- 除非另有规定,根据本协议要求作出的任何通知,若以书面形式或通过电话或电传向最新所知地址或该地址的电号码发出,则被视为有效发出;且在传递过程中,当应当已经送达至所寄送的地址或电传号码之时,应当被视为已经收到和给出。
- 13.4 The report or certificate does not relieve sellers/suppliers from their contractual responsibility for contracts to the quality/quantity of the deliver or does not prejudice Customer's right to claim towards sellers/suppliers for compensation for any apparent and/or hidden defects not detected by VS's random inspection or testing or audit.
- 本报告或证书并不免除卖方/供应方关于交付货物质量/数量方面的合同责任,也不影响甲方与主张根据乙方随机检查或测试或审核中被发现的任何表面或/或隐藏的瑕疵的索赔。