Products



Report No.:

0164021157a 001

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Client:

Test item(s): Identification/ Model No(s):	1 paint material, grey CX-K1705,CX-K1706,CX-K1707,CX-D501,CX-D10 X503,CX-G90,CX-T100,CX-T200,CX-T300,CX-T50 D8600,CX-D7500,CX-D,CX-K		
Sample Receiving date:	2014-09-04		
Testing Period:	2014-09-09 - 2014-09-12		
Test Specification:		Test result:	
1. Dimethyl fumarate (CAS	No.624-49-7) Content	PASS	
2. Phthalates Content		PASS	
3. Polycyclic aromatic hyd	rocarbons (PAHs) - ZEK 01.4-08	PASS	
4. Nonylphenol Content		PASS	
and Polybrominated dip According to RoHS (rec	 Cadmium, Lead, Chromium (VI), Mercury, Polybrominated biphenyls (PBB) and Polybrominated diphenyl ethers (PBDE) According to RoHS (recast): Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment, 2011/65/EU 		

Other information:

Country of Origin: China

For and on behalf of TÜV Rheinland (She	nzhen) Co., Ltd.
-	TURheinland
2014-09-15	Jin Pang / Project Manager
Date	Name/Position

Test result is drawn according to the kind and extent of tests performed. This test report relates to the a. m. test sample. Without permission of the test center this test report is not permitted to be duplicated in extracts. This test report does not entitle to carry any safety mark on this or similar products.

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Material List:

Item:

CX-K1705,CX-K1706,CX-K1707,CX-D501,CX-D1001,CX-D1040,CX-X503,CX-G90,CX-T100,CX-T200,CX-T300,CX-T500,CX-UV2000,CX-D8600,CX-D7500,CX-D,CX-K

Material No.	Material	Color	Location
M001	Paint	Grey	Paint

1.Dimethyl fumarate (CAS No.624-49-7)

Test Method: Organic solvent extraction, GCMS analysis

Test Result:

Test No.	Material No.	Test Parameter	Unit	RL	Regulatory Requirement	Test Result
T001	M001	Dimethyl fumarate	mg/kg	0.025	0.1	n.d.

Abbreviation: n.d. = not detected (< Reporting Limit) RL = Reporting Limit mg/kg = milligram per kilogram

2.Phthalates (group)

Test Method: Organic solvent extraction, analyzed by GCMS

Test Result:

				Test No.	T001
				Material No.	M001
Test Parameter	CAS NO	Unit	RL	Customer's Requirement	Result
Dibutyl phthalate (DBP)	84-74-2	%	0.005	0.1	0.006
Benzylbutyl phthalate (BBP)	85-68-7	%	0.005	0.1	n.d.
Diethylhexyl phthalate (DEHP)	117-81-7	%	0.005	0.1	n.d.
Di-n-octyl phthalate (DNOP)	117-84-0	%	0.005	0.1	n.d.
Diisodecyl phthalate (DIDP)	26761-40-0, 68515-49-1	%	0.005	0.1	n.d.
Diisononyl phthalate (DINP)	28553-12-0, 68515-48-0	%	0.005	0.1	n.d.
Total phthalates	-	%	NA	0.1	0.006

Abbreviation: n.d. = Not Detected (< RL) RL = Reporting Limit

NA = Not Applicable

% = percentage

TÜV Rheinland (Shenzhen) Co., Ltd. 3&4 F, Cybio Technology Building No.1, Langshan No.2 Road 5th Industrial A High-Tech Industry Park North, Nanshan District 518057 Shenzhen P.R.China Tel.: (86) 755 8268 1188 Ext.: 1512 Fax: (86) 755 2603 7102 Mail: service-gc@tuv.com Web: <u>www tuv.com</u>



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3. Polycyclic aromatic hydrocarbons (PAHs)

Test Method: ZEK 01.4-08

Test Result:

	st No.	T001		
		Mater	ial No.	M001
Test Parameter	CAS NO	Unit	RL	Result
Acenaphthene	83-32-9	mg/kg	0.2	n.d.
Acenaphthylene	208-96-8	mg/kg	0.2	n.d.
Anthracene	120-12-7	mg/kg	0.2	n.d.
Benzo[a]anthracene	56-55-3	mg/kg	0.2	n.d.
Benzo[a]pyrene(BaP)	50-32-8	mg/kg	0.2	n.d.
Benzo[b]fluoranthene	205-99-2	mg/kg	0.2	n.d.
Benzo[k]fluoranthene	207-08-9	mg/kg	0.2	n.d.
Benzo[j]fluoranthene	205-82-3	mg/kg	0.2	n.d.
Benzo[g,h,i]perylene	191-24-2	mg/kg	0.2	n.d.
Benzo[e]pyrene	192-97-2	mg/kg	0.2	n.d.
Chrysene	218-01-9	mg/kg	0.2	n.d.
Dibenzo[a,h]anthracene	53-70-3	mg/kg	0.2	n.d.
Fluoranthene	206-44-0	mg/kg	0.2	n.d.
Fluorene	86-73-7	mg/kg	0.2	n.d.
Indeno[1,2,3-cd]pyrene	193-39-5	mg/kg	0.2	n.d.
Naphthalene	91-20-3	mg/kg	0.2	2.6
Phenanthrene	85-01-8	mg/kg	0.2	n.d.
Pyrene	129-00-0	mg/kg	0.2	n.d.
Sum PAHs	NA	mg/kg	NA	2.6
Category*	NA	NA	NA	2
Limit of Benzo[a]pyrene(BaP)	50-32-8	mg/kg	NA	1
Limit of Sum PAHs	NA	mg/kg	NA	10

Abbreviation: n.d. = not detected (< Reporting Limit)

RL = Reporting Limit

NA = Not Applicable mg/kg = milligram per kilogram





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Remark:

- * Single components with an amount of <0.2 mg/kg were not considered by the calculation of the sum. In the case of all 18 PAHs according to ZEK 01.4-08 was not detected, the result is stated n.d.
- ** PAH maximum permissible limits requirement from the GS-Mark Approval

Parameter	Category 1	Category 2	Category 3
	Materials intended to be put into the mouth, or toy materials for children aged <36 months with intended skin contact	Materials, which is not falling into Cat. 1, with foreseeable skin contact longer than 30 seconds (long-term skin contact)	Materials, which is not falling into Cat. 1 or Cat. 2, with foreseeable skin contact up to 30 seconds (short-term skin contact)
Benzo(a)pyrene (mg/kg)	<0.2	1	20
Sum 18 PAH (ZEK 01.4-08) (mg/kg)	< 0.2	10	200

Limit: Specific evaluation required according to type of foreseeable use.





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4.Nonylphenol (NP)

Test Method: For Plastics- Organic solvent extraction, GCMS # For Textiles- Organic solvent extraction, LC-MS

Test result

Test No.	Material No.	Test Parameter	Unit	RL	Customer's Requirement	Test Result
T001	M001	Nonylphenol (NP)	mg/kg	5	100	n.d.

Abbreviation: n.d. = not detected (< Reporting Limit) RL = Reporting Limit

mg/kg = milligram per kilogram

5.(HM) Cadmium, Lead, Chromium (VI), Mercury, Polybrominated biphenyls (PBB) and Polybrominated diphenyl ethers (PBDE)

Test Method:	Total Cadmium, Lead, Mercury, Chromium	
	- Ref. to IEC 62321-4:2013 and IEC 62321-5:2013	

Chromium (VI) - Ref. to EN 62321:2009 (for Leather Material, Chromium (VI) - Ref. to ISO 17075:2007)

PBBs, PBDEs - Ref. to EN 62321:2009

Material List:

				Test plan	
Material No.	Material	Color	Location	A = Test HM only B = Test FR only C = Test HM + FR	
M001	Paint	Grey	Paint	С	

Abbreviation: HM (Heavy metal) = Cd, Pb, Hg, Cr (VI) FR (Flame Retardant) = PBBs, PBDEs



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Test Result:

	Cd	Cr(VI)	Pb	Hg	PBBs (*)	PBDEs (*)
Maximum Permissible Limit (mg/kg)	100	1000	1000	1000	1000	1000

			(mg/	kg)		
Material No.	Cd	Cr^	Pb	Hg	PBBs (*)	PBDEs (*)
Material NO.	RL (mg/kg)					
	2	2	2	2	5	5
M001	n.d.	d(*2)	n.d.	n.d.	n.d.	n.d.

Material No.	Hexavalent Chromium Content (mg/kg) (*2) RL: 100mg/kg
M001	n.d.

Abbreviation: Pb = Lead

Pb = Lead Cd = Cadmium Hg = Mercury Cr = Chromium Cr (VI) = Chromium (VI) PBBs = Total Polybrominated Biphenyls PBDEs = Total Polybrominated Diphenyl Ethers n.d. = Not Detected (< RL) RL = Reporting Limit n.a. = Not Applicable ^ = The total Chromium have been determined. mg/kg = milligram per kilogram



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Remark:

* The reporting limit for each individual PBBs and individual PBDEs are :

Reporting Limit (mg/kg)		
	Bromobiphenyl	1
PBBs	Dibromobiphenyl	1
	Tribromobiphenyl	1
	Tetrabromobiphenyl	1
	Pentabromobiphenyl	2
	Hexabromobiphenyl	2
	Heptabromobiphenly	2
	Octabromobiphenyl	5
	Nonabromobiphenyl	5
	Decabromobiphenyl	5
PBDEs	Bromodiphenylether	1
	Dibromodiphenyl ether	1
	Tribromodiphenyl ether	1
	Tetrabromodiphenyl ether	1
	Pentabromodiphenyl ether	2
	Hexabromodiphenyl ether	2
	Heptabromodiphenyl ether	2
	Octabromodiphenyl ether	5
	Nonabromodiphenyl ether	5
	Decabromodiphenyl ether	5

*2 The total chromium content in plastic sample or electronic sample was found to be exceeded the maximum permissible limit (1000mg/kg).Thus, the Chromium (VI) content have been confirmed with reference to EN 62321:2009 Annex.





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Sample Photo



- END -





General Terms and Conditions of Business of TÜV Rheinland in Greater China

1. Scope

- These General Terms and Conditions of Business of TUV Rheinland in Greater China is made between the client and one or more member entities of TUV Rheinland in Greater China as applicable as the case may be ("TÜV Rheinland"). 11
- The following terms and conditions apply to agreed services including consultancy services, information, deliveries and similar services as well as ancillary services and other secondary obligations provided within the scope of contract performance
- Any standard terms and conditions of the client of any nature shall not apply and shall hereby be expressly excluded. No standard contractual terms and conditions of the client shall form part of the contract even if TÚV Rheinland does not 1.3 explicitly object to them.

Quotations 2.

Unless otherwise agreed, all quotations submitted by TÜV Rheinland can be changed by TÜV Rheinland without notice prior to its acceptance and confirmation by the other party.

Coming into effect and duration of contracts

- The contract shall come into effect for the agreed terms upon the quotation letter of TUV Rheinland or a separate contractual document being signed by both contracting parties, or upon the works requested by the client being carried out by TÜV Rheinland. If the client instructs TÜV Rheinland without receiving a quotation from TÜV Rheinland (quotation), TÜV Rheinland is, in its sole discretion, entitled to accept the order by giving written notice of such acceptance (including notice sent via electronic means) or by performing the requested services
- The contract term starts upon the coming into effect of the contract in accordance with article 3.1 and shall continue for the term agreed in the contract. 3.2
- If the contract provides for an extension of the contract term, the contract term will be extended by the term provided for in the contract unless terminated in writing by either party with a six-week notice prior to the end of the contractual term. 3.3

Scope of services

- The scope of the services shall be decided solely by a unanimous declaration issued by both parties. If no such declaration exists, then the written confirmation of order by TÜV Rheinland shall be decisive. 4.1
- The agreed services shall be performed in compliance with the 42 regulations in force at the time the contract is entered into.
- 43 TÜV Rheinland is entitled to determine, in its sole discretion, the in writing or if mandatory provisions require a specific procedure to be followed.
- procedure to be followed. On execution of the work there shall be no simultaneous assumption of any guarantee of the correctness (proper quality) and working order of either tested or examined parts nor of the installation as a whole and its upstream and/or downstream processes, organisations, use and application in accordance with regulations, nor of the systems on which the installation is based. In particular, TUV Rheinland shall assume no responsibility for the construction, selection of materials and aspelication in accordance with regulations unless these questions are expressly covered by the contract. 4.4
- In the case of inspection work, TÜV Rheinland shall not be responsible for the accuracy or checking of the safety programmes or safety regulations on which the inspections are based, unless otherwise expressly agreed in writing. 4.5

Performance periods/dates 5.

- The contractually agreed periods/dates of performance are based on estimates of the work involved which are prepared in line with the details provided by the client. They shall only be binding if being confirmed as binding by TÜV Rheinland in 5.1
- If binding periods of performance have been agreed, these periods shall not commence until the client has submitted all required documents to TÜV Rheinland. 5.2
- Articles 5.1 and 5.2 also apply, even without express approval by the client, to all extensions of agreed periods/dates of performance not caused by TÜV Rheinland. 5.3

6 The client's obligation to cooperate

- The client shall guarantee that all cooperation required on its part, its agents or third parties will be provided in good time and at no cost to $T\dot{U}V$ Rheinland. 61
- Design documents, supplies, auxiliary staff, etc. necessary for performance of the services shall be made available free of charge by the client. Moreover, collaborative action of the client must be undertaken in accordance with legal provisions, standards, safety regulations and accident prevention instructions. instructions.
- The client shall bear any additional cost incurred on account of 6.3 The client shall be a raify additional cost incurred on addotti on work having to be redone or being delayed as a result of late, incorrect or incomplete information provided by or lack of proper cooperation from the client. Even where a fixed or maximum price is agreed, TUV Rheinland shall be entitled to charge extra fees for such additional expense.

Invoicing of work 7

- If the scope of performance is not laid down in writing when the 7.1
- 7.2 Unless otherwise agreed, work shall be invoiced according to the progress of the work.
- If the execution of an order extends over more than one month and the value of the contract or the agreed fixed price exceeds $\varepsilon 2,500.00$ or equivalent value in local currency, TÜV Rheinland may demand payments on account or in instalments. 7.3

8. Payment terms

- 8.1 All invoice amounts shall be due for payment without deduction on receipt of the invoice. No discounts shall be granted.
- Payments shall be made to the bank account of TÜV Rheinland 82 indicated on the invoice, stating the invoice and custome
- In cases of default of payment, TÜV Rheinland shall be entitled to claim default interest at the applicable short term loan interest rate publicly announced by a reputable commercial 8.3

bank in the country where TÜV Rheinland is located. At the same time, TÜV Rheinland reserves the right to claim furthe damages

- Should the client default in payment of the invoice despite being granted a reasonable grace period, TÜV Rheinland shall be entitled to cancel the contract, withdraw the certificate, claim damages for non-performance and refuse to continue performance of the contract. 8.4
- The provisions set forth in article 8.4 shall also apply in cases 8.5 involving returned cheques, cessation of payment, commencement of insolvency proceedings against the client's assets or cases in which the commencement of insolvency proceedings has been dismissed due to lack of assets.
- Objections to the invoices of TÜV Rheinland shall be submitted 8.6 in writing within two weeks of receipt of the invoice
- TÜV Rheinland shall be entitled to demand appropriate advance 8.7
- payments. TüV Rheinland shall be entitled to raise its fees at the beginning of a month if overheads and/or purchase costs have increased, in this case, TüV Rheinland shall notify the client in writing of the rise in fees. This notification shall be issued one month prior to the date on which the rise in fees shall be remains under 5% per contractual year, the client shall not have the right to terminate the contract. If the rise in fees exceeds 5% per contractual year, the client shall not to terminate the contract by the end of the period of notice of changes in fees. If the contract is not terminated, the changed fees shall be deemed to have been agreed upon by the time of the expiry of 8.8 deemed to have been agreed upon by the time of the expiry of the notice period.
- Only legally established and undisputed claims may be offset against claims by TÜV Rheinland. 89
- ۵ Acceptance
- Any part of the work ordered which is complete in itself may be 91 presented by TÜV Rheinland for acceptance as an instal The client shall be obliged to accept it immediately.
- If the client shall be doinged to acceptance obligation immediately, acceptance shall be deemed to have taken place 4 calendar weeks after completion of the work provided that TÜV Rheinland has specifically made the client aware of the aforementioned deadline upon completion of the work.

Confidentiality 10.

- For the purpose of these terms and conditions, "confidential information" means all information, documents, images, drawings, know-how, data, samples and project documentation 10.1 which one party (the "disclosing party") hands over, transfers or otherwise discloses to the other party (the "receiving party"). Confidential information also includes paper copies and electronic copies of such information.
- The disclosing party shall mark all confidential information disclosed in written form as confidential before passing it onto the receiving party. The same applies to confidential information transmitted by e-mail. If confidential information is disclosed orally, the receiving party shall be appropriately informed in advance and the disclosing party shall confirm in writing the confidentiality nature of the information within five working days of oral disclosure. Where the disclosing party shall to do so within the stipulated period, the receiving party shall on take any confidentiality obligations hereunder towards such 10.2 not take any confidentiality obligations hereunder towards such information.
- 10.3 All confidential information which the disclosing party transmits or otherwise discloses to the receiving party during performance of work by TÜV Rheinland:

may only be used by the receiving party for the purposes of performing the contract, unless expressly otherwise agreed in writing by the disclosing party;

b) may not be copied, distributed, published or otherwise disclosed by the receiving party, unless this is necessary for fulfilling the purpose of the contract or TUV Rheinland is required to pass on confidential information, inspection reports or documentation to the government authorities, judicial court, accreditation bodies or third paries that are involved in the performance of the contract;

must be treated by the receiving party with the same level of confidentiality as the receiving party win the same level of confidential information, but never with a lesser level of confidential information, but never with a lesser level of

- 10.4 The receiving party may disclose any confidential information The receiving party may disclose any contidential information received from the disclosing party only to those of its employees who need this information to perform the services required for the contract. The receiving party undertakes to oblige these employees to observe the same level of secrecy as set forth in this confidentiality clause.
- 10.5 Information for which the receiving party can furnish proof that: a) it was generally known at the time of disclosure or has become general knowledge without violation of this confidentiality clause by the receiving party; or

b) it was disclosed to the receiving party by a third party entitled to disclose this information; or

the receiving party already possessed this information prior to disclosure by the disclosing party; or

the receiving party developed it itself, irrespective of d) disclosure by the disclosing party, shall not be deemed to constitute "confidential information" as defined in this confidentiality clause.

- confidentiality clause.
 10.6 All confidential information shall remain the property of the disclosing party. The receiving party hereby agrees to immediately (i) return all confidential information, including all copies, to the disclosing party, and/or (ii) on request by the disclosing party, to destroy all confidential information, including all copies, and confilm the destruction of this confidential information to the disclosing party in writing, at any time if so requested by the disclosing party in writing, at any time if so requested by the disclosing party in writing, at any confidential information to the disclosing party in writing, at any time if so requested by the disclosing party in writing, the latest and without special request after termination or expiry of the contract. This does not extend to include reports and certificates prepared for the client solely for the purpose of fulfiling the obligations under the contract, which shall remain with the client. However, TUV Rheinland is entitled to make file copies of such reports. copies of such reports, certificates and confidential information that forms the basis for preparing these reports and certificates in order to evidence the correctness of its results and for general documentation purposes required by laws, regulations and the requirements of working procedures of TÜV Rheinland.
- From the start of the contract and for a period of three years after termination or expiry of the contract, the receiving party shall maintain strict secrecy of all confidential information and 10.7

shall not disclose this information to any third parties or use it for itself

11. Copyrights

- TÜV Rheinland shall retain all exclusive copyrights in the expert reports, test results, calculations, presentations etc. prepared by TÜV Rheinland. 11.1
- The client may only use such expert reports, test results, calculations, presentations etc. prepared within the scope of 11.2 the contract for the contractually agreed purpose.
- The client may use test reports, test results, expert reports, etc. 11.3 only complete and unshortened. Any publication or duplication for advertising purposes needs the prior written approval of for advertising TÜV Rheinland.
- 12. Liability of TÜV Rheinland
- 12. Liability of TÜV Rheinland
 12.1. Irrespective of the legal basis, in the event of a breach of contractual obligations or tort, the liability of TÜV Rheinland for all damages, losses and reimbursement of expenses caused by TÜV Rheinland, its legal representatives and/or employees shall be limited to: (i) in the case of a contract with a fixed overall fee, three limes the overall fee for the entire contract. (ii) in the case of a contract or annually recurring services, the agreed annual fee; (iii) in the case of a contract dexpressly charged on a time and material basis, a maximum of 20,000 Euro or equivalent amount in local currency; and (iv) in the case of a formework agreement that provides for the possibility of placing individual orders, three times of the fee for the individual order. Movin the damages or losses have occurred. Notwithstanding the above, in the event that the total to the the total test. occurred. Notwithstanding the above, in the event that the total and accumulated liability calculated according to the foregoing provisions exceeds 2.5 Million Euro or equivalent amount in local currency, the total and accumulated liability of TÜV Rheinland shall be only limited to and shall not exceed the said 2.5 Million Euro or equivalent amount in local currency
- 12.2 The limitation of liability according to article 12.1 above shall not apply to damages and/or losses caused by malice, intent or gross negligence on the part of TUV Rheinland or its vicarious agents. Such limitation shall not apply to damages for a person's death, physical injury or illness.
- person's death, physical injury or liness. In cases involving a fundamental breach of contract, TŪV Rheinland will be liable even where minor negligence is involved. For this purpose, a "fundamental breach" is breach of a material contractual obligation, the performance of which permits the due performance of the contract. Any claim for damages for a fundamental breach of contract shall be limited to the amount of damages reasonably foreseen as a possible consequence of such breach of contract at the time of the breach (reasonably foreseen) unless any of the breach (reasonably foreseeable damages), unless any of the circumstances described in article 12.2 applies.
- 12.4 TÜV Rheinland shall not be liable for the acts of the personnel made available by the client to support TÜV Rheinland in the made available by the client to support TUV Rheinland in the performance of its services under the contract, unless such personnel made available is regarded as vicarious agent of TUV Rheinland. If TUV Rheinland is not liable for the acts of the personnel made available by the client under the forcegoing provision, the client shall indemnify TUV Rheinland against any claims made by third parties arising from or in connection with such personnel's acts.
- 12.5 The limitation periods for claims for damages shall be based on statutory provisions.
- 12.6 None of the provisions of this article 12 changes the burden of proof to the disadvantage of the client
- Partial invalidity, written form, place of jurisdiction and 13. dispute resoluti
- 13.1 All amendments and supplements must be in writing in order to be effective. This also applies to amendments and supplements to this clause 13.1.
- 13.2 Should one or several of the provisions under the contract and/or these terms and conditions be or become ineffective, the contracting parties shall replace the invalid provision with a legally valid provision that comes closest to the content of the invalid provision in legal and commercial terms.
- Unless otherwise stipulated in the contract, the governing law of the contract and these terms and conditions shall be chosen following the rules as below:
 - a) if TŪV Rheinland in question is legally registered and existing in the People's Republic of China, the contracting parties hereby agree that the contract and these terms and conditions shall be governed by the laws of the People's Republic of China.

if TÜV Rheinland in question is legally registered and existing in Taiwan, the contracting parties hereby agree that the contract and these terms and conditions shall be governed by the laws of Taiwan.

c) if TŪV Rheinland in question is legally registered and existing in Hong Kong, the contracting parties hereby agree that the contract and these terms and conditions shall be governed by the laws of Hong Kong.

Any dispute in connection with the contract and these terms and conditions or the execution thereof shall be settled friendly through negotiations.

Unless otherwise stipulated in the contract, if no settlement or no agreement in respect of the extension of the negotiation period can be reached within two months of the arising of the dispute, the dispute shall be submitted:

in the case of TÜV Rheinland in guestion being legally a) in the case of 10V Rheiniand in question being legally registered and existing in the People's Republic of China, to China International Economic and Trade Arbitration Commission (CIETAC) to be settled by arbitration under the Arbitration Rules of CIETAC in force when the arbitration is submitted. The arbitration shall take place in Beijing, Shanghai, Shenzhen or Chongqing as appropriately chosen by the claiming party.

b) in the case of TÜV Rheinland in question being legally registered and existing in Taiwan, to Chinese Arbitration Association Taipei Branch to be arbitrated in accordance with its then current Rules of Arbitration. The arbitration shall take place in Taipei

c) in the case of TÜV Rheinland being legally registered and existing in Hong Kong, to Hong Kong International Arbitration Centre (HKIAC) to be settled by arbitration under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted in accordance with these rules. The arbitration before the set force with these rules. The arbitration before the set force of arbitration shall take place in Hong Kong.

The decision of the relevant arbitration tribunal shall be final and binding on both parties. The arbitration fee shall be borne by the losing party.