TEST REPORT

CLIENT:	Xindao Hong Kong., Ltd.	REPORT NO:	B60191362
		PROJECT NO:	--
ADDRESS:	17/F., Hing Yip Commercial Centre,	DATE:	Sep. 18, 2013
	272-284 Des Voeux Road, Central	PAGE:	1 of 3

Attn.: Kevin Zhou

APPLICANT:	Xindao Hong Kong., Ltd.	**DATE RECEIVED SAMPLE**	Sep. 12, 2013
BUYER:	Not Provided	**DATE RECEIVED LAST INFORMATION**	--
MANUFACTURE:	Not Provided	**TEST PERIOD**	Sep. 12 – 18, 2013

SAMPLE DESCRIPTION	Port Solar Charger
NUMBER OF SUBMITTED SAMPLES	5 pcs
MODEL NO.	P323.14*
P.O. NUMBER	Not Provided
AGE GRADING	Not Provided
EXPORTED TO	Not Provided
COUNTRY OF ORIGIN	Not Provided
TEST LOCATION	UL VS Shanghai Limited

Summary of Test Results:

Test Conducted:		**Rating**
1.	Total Cadmium Content Test: Regulation (EC) 1907/2006 Annex XVII as Amended	Pass

**********End of Page**********

Note: The results relate only to the items tested.

For and on behalf of
UL VS SHANGHAI LIMITED

Justin Zhou

Justin Zhou
Manager –Engineering Team

This letter / report / certificate shall not be reproduced (except in full version) without the written approval of the UL VS Shanghai Limited ("UL VS")
LETTERS / REPORTS / CERTIFICATES: Letters / Reports / Certificates of UL VS are issued for the exclusive use of the Customer to whom they are addressed. No quotation from reports / certificates or use of the UL VS's name is permitted except by UL VS's express written authorization. Letters / reports / certificates apply only to the specific materials, products or processes tested, examined or surveyed and are not necessarily indicative of the qualities of apparently identical or similar materials, products or processes. Reports / Certificates of UL VS do not relieve sellers / suppliers from their contractual responsibilities with regard to the quality / quantity of the goods in delivery nor do they prejudice the Customer's right to claim against sellers / suppliers for compensation for any apparent and/or hidden defects not detected during UL VS's random inspection or testing or audit. The liability of UL VS to the Customer in contract, tort (including negligence or breach of statutory duty) or howsoever, and whatever the cause thereof, (a) for any loss of profit, business, contracts, revenues, or anticipating savings; or (b) for any special indirect or consequential damage of any nature whatsoever, shall be limited to the amount of the fee paid in respect of the specific Work(s) which give rise to such claim. For Reports / Certificates, see reverse for Terms and Conditions of Service.

优力胜邦质量检测(上海)有限公司
UL VS Shanghai Limited
4/F Annex, Dragon Pearl Plaza
2123 Pudong Avenue
Shanghai 200135,P.R.China
T: +(8621) 6855 6806 / F: +(8621) 6855 6812 / w:ul.com/consumer-products

TEST REPORT

CLIENT:	Xindao Hong Kong., Ltd.	REPORT NO:	B60191362
		PROJECT NO:	--
ADDRESS:	17/F., Hing Yip Commercial Centre,	DATE:	Sep. 18, 2013
	272-284 Des Voeux Road, Central	PAGE:	2 of 3

TEST RESULTS

1. TOTAL CADMIUM CONTENT TEST: REGULATION (EC) 1907/2006 ANNEX XVII AS AMENDED
EN 1122: 2001 METHOD B (DETECTION LIMIT:7.5mg/kg)

TEST COMPONENT	RESULT IN mg/kg	LIMIT (mg/kg)
(001)	N.D.	100
(002)	N.D.	
(003)	N.D.	
(004)	N.D.	
(005)	N.D.	
(006)	N.D.	

"N.D."MEANS "NOT DETECTED"

SAMPLE LIST:

TESTED SAMPLE ID	PRODUCT DESCRIPTION
001	PINK PLASTIC
002	YELLOW PLASTIC
003	GRAY PLASTIC
004	ORANGE PLASTIC
005	BLUE PLASTIC
006	WHITE PLASTIC

**********End of Page**********

This letter / report / certificate shall not be reproduced (except in full version) without the written approval of the UL VS Shanghai Limited ("UL VS")
LETTERS / REPORTS / CERTIFICATES: Letters / Reports / Certificates of UL VS are issued for the exclusive use of the Customer to whom they are addressed. No quotation from reports / certificates or use of the UL VS's name is permitted except by UL VS's express written authorization. Letters / reports / certificates apply only to the specific materials, products or processes tested, examined or surveyed and are not necessarily indicative of the qualities of apparently identical or similar materials, products or processes. Reports / Certificates of UL VS do not relieve sellers / suppliers from their contractual responsibilities with regard to the quality / quantity of the goods in delivery nor do they prejudice the Customer's right to claim against sellers / suppliers for compensation for any apparent and/or hidden defects not detected during UL VS's random inspection or testing or audit. The liability of UL VS to the Customer in contract, tort (including negligence or breach of statutory duty) or howsoever, and whatever the cause thereof, (a) for any loss of profit, business, contracts, revenues, or anticipating savings; or (b) for any special indirect or consequential damage of any nature whatsoever, shall be limited to the amount of the fee paid in respect of the specific Work(s) which give rise to such claim. For Reports / Certificates, see reverse for Terms and Conditions of Service.

优力胜邦质量检测(上海)有限公司
UL VS Shanghai Limited
4/F Annex, Dragon Pearl Plaza
2123 Pudong Avenue
Shanghai 200135,P.R.China
T: +(8621) 6855 6806 / F: +(8621) 6855 6812 / w:ul.com/consumer-products

TEST REPORT

CLIENT:	Xindao Hong Kong., Ltd.	REPORT NO:	B60191362
		PROJECT NO:	--
ADDRESS:	17/F., Hing Yip Commercial Centre,	DATE:	Sep. 18, 2013
	272-284 Des Voeux Road, Central	PAGE:	3 of 3

PRODUCT PHOTO(S)



Product

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

This letter / report / certificate shall not be reproduced (except in full version) without the written approval of the UL VS Shanghai Limited ("UL VS")
LETTERS / REPORTS / CERTIFICATES: Letters / Reports / Certificates of UL VS are issued for the exclusive use of the Customer to whom they are addressed. No quotation from reports / certificates or use of the UL VS's name is permitted except by UL VS's express written authorization. Letters / reports / certificates apply only to the specific materials, products or processes tested, examined or surveyed and are not necessarily indicative of the qualities of apparently identical or similar materials, products or processes. Reports / Certificates of UL VS do not relieve sellers / suppliers from their contractual responsibilities with regard to the quality / quantity of the goods in delivery nor do they prejudice the Customer's right to claim against sellers / suppliers for compensation for any apparent and/or hidden defects not detected during UL VS's random inspection or testing or audit. The liability of UL VS to the Customer in contract, tort (including negligence or breach of statutory duty) or howsoever, and whatever the cause thereof, (a) for any loss of profit, business, contracts, revenues, or anticipating savings; or (b) for any special indirect or consequential damage of any nature whatsoever, shall be limited to the amount of the fee paid in respect of the specific Work(s) which give rise to such claim. For Reports / Certificates, see reverse for Terms and Conditions of Service.

优力胜邦质量检测(上海)有限公司
UL VS Shanghai Limited
4/F Annex, Dragon Pearl Plaza
2123 Pudong Avenue
Shanghai 200135,P.R.China
T: +(8621) 6855 6806 / F: +(8621) 6855 6812 / 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 ("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（"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 UL VS. The Customer agrees that this term shall be construed as a provision of the agreement between UL VS and itself, based on the full and complete understanding of the wording and legal significance of this term.
乙方对本附件第四条已经做出了明显的标识以此提示甲方注意，并且对该条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。
(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.
当乙方的人员被其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如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 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。

1.4 Payments shall be paid in RMB at its address or at such other address and in such manner as UL VS 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;
准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;
若甲方未能按时付款，乙方将就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，此等罚息以日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) 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.
乙方有权留置甲方的货物直到其足额付款，但留置权的行使不应妨碍罚息的继续计算。

1.6 If the Customer shall fail to pay UL VS 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 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.
除非双方同另有特别约定，由乙方向甲方提供的服务应当建立在不排他的和勤勉尽责的基础之上。

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 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 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 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（无论在模型、图纸、图纸的复制、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此等泄露的书面同意。双方约定此等保密期应在工作完成日后延续 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必需；或该信息在根据本条款规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，除非甲方书面同意揭露。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 use of such inventions is 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.
若在乙方方面产生任何合同或侵权责任（无论是根据本协议明示或默示条款，或根据相关中国法律法规），甲方要求赔偿由乙方的故意或过失或违反其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应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 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 effected.
若有与乙方代表甲方所承担的服务相关、或与甲方的任何产品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，或若有对任何专利证书、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、催告、开支、收费和费用或抗辩此等行为而发生的费用，包括律师费、顾问费，但若甲方将自行决定采取任何和解或妥协行动，或自负费用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 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，本附件应当构成与甲方之协议的一部分，且无论之前是否有与之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，乙方可以在其认为合适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.
除非另有说明或法规所需，所有超过 3 年的支持文件将由乙方自动销毁，不通知甲方。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愿。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件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 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.
若甲方欲变更本协议项下的工作或向乙方交付任何其他工作，此等变更或新交付的工作应当由双方另行磋商和约定。若由于甲方在工作完成之前变更双方约定由乙方承担的工作，而导致乙方遭受了任何损失或损害，甲方应该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视为合适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。若在上述合理期限届满后甲方仍然未能履行其义务，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法规所拥有的任何其他权利。

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 fee) incurred by UL VS and arising from the improper packaging or shipment of the sample by Customer.
乙方期望甲方能够遵循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，乙方将收取附加费用：(a)鉴定样品成分，(b)由于不正确的包装，标注或者识别文件的遗漏导致乙方人员或财产受损。乙方拥有拒绝接收其判断为不安全或以不正确方式寄送的样品之权利。在这条款下，由于乙方拒绝接收而产生的一切费用将由甲方单独承担。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（包括律师费用）。

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/结果以电子邮件而不是以纸面文件的形式寄发时，乙方应遵循甲方的此等要求。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，一但电子版报告/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及报告/结果进行拦截。乙方不对此等超出乙方控制范围的风险负有责任。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做接受第三方可能拦截这份报告/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其甲方间的协议中规定的任何保密或其它条款，并且乙方不以任何方式对由此等传递而产生的任何损失负责。此外，乙方不对任何在报告/结果被传递后对其做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，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 from the Customer hereunder at the date of such certificate shall, in the absence of manifest error, be conclusive evidence of the amount due.
一份由乙方的任何管理人员签署的就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，应作为此等应付款项的确证。

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.
本协议中的任何内容均不得被视为构成双方间的合伙关系。任何一方均不得声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 addresses 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，根据本协议需要作出的任何通知，若以书面形式或通过电报或电传向最后所知悉的邮政地址或该地址的电传号码作出，应被视为充分作出；且在传送过程中，当其应当已经被送达至所发送的地址或电传号码之时，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/供应方关于交付货物质量/数量方面的合同责任，也不影响甲方向卖方/供应方主张赔偿在乙方随机检查或测试或审核中未被发现的任何表面和/或隐蔽的瑕疵的权利。