

TEST REPORT

CLIENT: Merging Promotions, Inc. REPORT NO: C20280928
ADDRESS: 10801 National Boulevard, Suited 570, Los Angeles, DATE: June 8, 2009
California, 90064, United States

Attn: Rick Tell

Sample Description: Submitted 24 pieces of "Ice Age-Dawn of the Dinosaurs Light-Up Ice Cubes"
and 10 pieces of "Ice Cubes"

Buyer: Not provided
Supplier: Not provided
Labeled Age Grading: Not for children under 3 years
Style No.: Not provided
Destination: Not provided
Country of Origin: China
Date(s) of samples received: May 18, 2009 & May 19, 2009 & May 22, 2009
Date(s) of test(s) conducted: May 18-June 8, 2009

TEST METHOD & RESULTS: Please refer to next page(s)

CONCLUSION:

1.1	ASTM F963-08 / 16 CFR 1500 Physical & Mechanical Requirements	PASS
1.2	AS/NZS ISO 8124.1:2002+Amdt 1:2007+Amdt 2:2009 Physical and Mechanical Requirements	PASS
1.3	EN 71-1:2005+A6:2008 Mechanical & Physical Properties (Excluding clause 6)	PASS
1.4	Canada Hazardous Products (Toys) Regulations, C.R.C., c.931 with Amendments up to SOR/2004-65 Physical and Mechanical Requirements	PASS
2.1	ASTM F963-08 / 16 CFR 1500.3 (c) (6) (vi) Flammability Requirements	PASS
2.2	AS/NZS ISO 8124.2:2003 Flammability Requirements (Cellulose Nitrate)	PASS
2.3	EN 71-2:2006+A1:2007 Flammability Requirements	PASS
2.4	Canadian Hazardous Products Act R.S.c. H-3 Flammability Requirements (Cellulose Nitrate)	PASS
3.1	AZ/NZS ISO 8124.3: 2003 Migration of certain elements	PASS
	EN 71-3 : 1994 with Amendment A1:2000 Migration of certain elements	PASS
3.2	NOM015/1-SCFI/SSA-1994 Soluble Migrated Elements Requirements	PASS
3.3	Consumer Product Safety Improvement Act of 2008 Total Lead Content Requirement	PASS
3.4	91/338/EEC Total Cadmium	PASS
3.5	94/62/EC Heavy Metals Requirements on Packaging and Packaging Waste	PASS
3.6	21 CFR 177.1640 FDA Extraction Test For Polystyrene & Rubber - Modified Polystyrene	PASS
3.7	2002/72/EC Overall Migration Test	PASS
3.8	Heavy Metals In Batteries: In-House Method With Reference To SLIHT002	PASS
3.9	Microbial Limits Test : Client's Specification as per USP <61>	PASS

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For and on behalf of :

Specialized Technology Resources (Shanghai) Ltd. – Shenzhen Branch



Jiang Qing An
Laboratory Supervisor -
Physical & Mechanical Department



Vera Mu
Laboratory Manager -
Chemical Department

Important Notes :

The results only relate to the samples tested.

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TEST RESULTS

1. MECHANICAL AND PHYSICAL TEST

1.1 MECHANICAL AND PHYSICAL TEST OF THE MOST STRINGENT REQUIREMENTS OF THE FOLLOWING STANDARDS:

(A) ASTM F963-08

(B) 16 CFR

The following clauses are identified to be applicable:

Age grading applied in testing : For ages 3 years and up

Samples Size : 2 piece(s) x 1 style(s)

<u>(A)</u>	<u>(B)</u>	<u>Test Items</u>	<u>Assessment</u>
4.7	1500.49	Accessible Edges	Pass
4.9	1500.48	Accessible Points	Pass
4.18		Holes, Clearance, and Accessibility of Mechanisms	Pass
4.25		Battery-Operated Toys	Pass
5		Labeling Requirements	Pass
7		Producer's Markings	Pass
	1500.121	Labeling requirements, prominence, placement, and conspicuousness	Pass

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1.2 MECHANICAL AND PHYSICAL TEST OF THE MOST STRINGENT REQUIREMENTS OF THE FOLLOWING STANDARDS:

(A) AS/NZS ISO 8124.1:2002+Amdt 1:2007+Amdt 2:2009

The following clauses are identified to be applicable:

Age grading applied in testing : For ages 3 years and up
Samples Size : 2 piece(s) x 1 style(s)

<u>(A)</u>	<u>Test Items</u>	<u>Assessment</u>
4.1	Normal use	Pass
4.2	Reasonably foreseeable abuse	Pass
4.3	Material	Pass
4.6	Edges	Pass
4.7	Points	Pass
4.13	Holes, clearances and accessibility of mechanisms	Pass
Annex A	Battery-operated toys	Pass

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1.3 MECHANICAL AND PHYSICAL TEST OF THE MOST STRINGENT REQUIREMENTS OF THE FOLLOWING STANDARDS:

(A) EN 71-1:2005+A6:2008

The following clauses are identified to be applicable:

Age grading applied in testing : For ages 3 years and up
Samples Size : 2 piece(s) x 1 style(s)

<u>EN71-1</u>	<u>Test Items</u>	<u>Assessment</u>
4.1	Material	Pass
4.7	Edges	Pass
4.8	Points and metallic wires	Pass
6	Packaging	Not Tested ¹
7	Warnings and instructions for use	Pass

Detail:

1. Retail packaging bag was not submitted.

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1.4 MECHANICAL AND PHYSICAL TEST OF THE MOST STRINGENT REQUIREMENTS OF THE FOLLOWING STANDARDS:

(A) Canada Hazardous Products (Toys) Regulations, C.R.C., c. 931 with Amendments up to SOR/2004-65

The following clauses are identified to be applicable:

Age grading applied in testing : For ages 3 years and up
Samples Size : 2 piece(s) x 1 style(s)

<u>(A)</u>	<u>Test Items</u>	<u>Assessment</u>
3	General	Pass
8 (c)	Plastic edges	Pass
8 (e)	Glass edges and corners – sharp edges and points	Pass

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2. FLAMMABILITY TEST

2.1 FLAMMABILITY TEST TO ASTM F963-08 Annex A4 / 16 CFR 1500.44 defined under 16 CFR 1500.3 section (c) (6) (vi)

Samples Size: 1 piece(s) x 1 style(s)
Requirement: Burning rate should not exceed 0.1 inch per second along the major axis.

Results: The burn rate of sample was less than 0.1 inch per second.

2.2 FLAMMABILITY TEST TO AS/NZS ISO 8124.2:2003 Section 4.1 General requirements concerning prohibited materials (Cellulose Nitrate)

Requirement: Celluloid (cellulose nitrate) and materials with the same behaviour in fire (except when used in varnish or paint) shall not be used in the manufacture of toys.

Results: The submitted sample(s) complied with this requirement.

2.3 FLAMMABILITY TEST TO EN 71-2:2006+A1:2007 Section 4.1 General Requirement (Cellulose Nitrate)

Requirement: Celluloid (cellulose nitrate), except when used in varnish, paint or glue, or in balls of the type used for table tennis or similar games, and materials with the same behaviour in fire as celluloid, shall not be used in the manufacture of toys.

Results: The submitted sample(s) complied with this requirement.

2.4 FLAMMABILITY TEST TO CANADA HAZARDOUS PRODUCTS ACT R.S. 1985, c.H-3, Schedule I Part 1, Item 7 (Cellulose Nitrate)

Requirement: Celluloid (cellulose nitrate) and materials with the same behaviour in fire (except when used in varnish or paint) shall not be used in the manufacture of toys.

Results: The submitted sample(s) complied with this requirement.

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3. CHEMICAL TESTS:

Key to sample(s):

Sample 1 = Transparent plastic of cube
Sample 2 = Ivory plastic of switch
Sample 3 = Transparent plastic of cube + Ivory plastic of switch
Sample 4 = Transparent plastic wrapper

3.1 SOLUBLE MIGRATED ELEMENTS TEST: AZ/NZS ISO 8124.3: 2003 & EN71-3 : 1994 with Amendment A1:2000

Results:

Elements	Antimony	Arsenic	Barium	Cadmium	Chromium	Lead	Mercury	Selenium
Limits	< 60	< 25	< 1000	< 75	< 60	< 90	< 60	< 500
Sample 1	<6.0	<2.5	<6.0	<6.0	<6.0	<6.0	<6.0	<6.0
Sample 2	<6.0	<2.5	<6.0	<6.0	<6.0	<6.0	<6.0	<6.0

All concentrations expressed in milligrams per kilogram
"<" means "less than"

Remark:

1. Method for determination of each soluble element present
 - a) Antimony, Arsenic, Barium, Cadmium, Chromium, Lead, Mercury and Selenium are determined by Inductively Coupled Plasma Optical Emission Spectroscopy.

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3.2 MEXICO SOLUBLE MIGRATED ELEMENTS : NOM015/1-SCFI/SSA-1994

Results:

Elements	Antimony	Arsenic	Barium	Cadmium	Chromium	Lead	Mercury	Selenium
Limits	< 250	< 100	< 500	< 100	< 250	< 600	< 100	< 300
Sample 1	<6.0	<2.5	<6.0	<6.0	<6.0	<6.0	<6.0	<6.0
Sample 2	<6.0	<2.5	<6.0	<6.0	<6.0	<6.0	<6.0	<6.0

All concentrations expressed in milligrams per kilogram
"<" means "less than"

Remark:

1. Method for determination of each soluble element present
 - a) Antimony, Arsenic, Barium, Cadmium, Chromium, Lead, Mercury and Selenium are determined by Inductively Coupled Plasma Spectroscopy.

3.3 TOTAL LEAD CONTENT TEST : D-ASHING

Criteria : The submitted samples must meet the Total Lead Limit of 600ppm as per Consumer Product Safety Improvement Act of 2008

Results :

	<u>Sample 1</u>	<u>Sample 2</u>
Total Lead	<30.0	<30.0

All concentrations expressed in milligrams per kilogram
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3.4 91/338/EEC TOTAL CADMIUM CONTENT: IN-HOUSE METHOD SZC-001 & EN1122:2001 (METHOD B)

Results:

Element	Total Cadmium
Limit	< 100
Sample 3	<7.5

All concentrations expressed in milligrams per kilogram
"<" means "less than"

Remark : The limit is not applicable to composite samples.

3.5 HEAVY METALS REQUIREMENTS ON PACKAGING AND PACKAGING WASTE: 94/62/EC & MICROWAVE ASSISTED DIGESTION (MILESTONE)

Results:

Elements	Total Cadmium	Hexavalent Chromium	Total Lead	Total Mercury	Pb + Cd + Hg + Cr(VI)
Limits	----	----	----	----	< 100
Sample 4	<2.5	<12.5	<30.0	<20.0	<65.0

All concentrations expressed in milligrams per kilogram
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3.6 FDA EXTRACTION TEST FOR POLYSTYRENE & RUBBER - MODIFIED POLYSTYRENE : Modified Method of 21 CFR 177.1640

Requirement : The Polystyrene basic polymers shall contain not more than 0.5 weight percent of total residual styrene monomer when used in contact with fatty food.

Results :
Extractable Free Styrene Clear polystyrene (cube)
0.06 % ± 0.00%

3.7 OVERALL MIGRATION TEST : 2002/72/EC

Test Conditions :

<u>Simulant</u>	<u>Time</u>
1) Distilled Water	- 4 hours at 20°C.
2) 3% Acetic acid	- 4 hours at 20°C.
3) 10% Ethanol	- 4 hours at 20°C.

Requirement : The overall migration limit for all types of stimulant used shall not exceed 10 mg/dm² or 60 mg/kg.

Result :

	<u>Clear polystyrene (cube)</u>
1) Distilled Water	1.5 mg/dm ²
2) 3% Acetic acid	2.3 mg/dm ²
3) 10% Ethanol	2.1 mg/dm ²

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3.8 HEAVY METALS IN BATTERIES: IN-HOUSE METHOD WITH REFERENCE TO SLIHT002

Criteria : The submitted samples must meet the Total Mercury Limit of 25mg/cell as stated in U.S. Public Law 104-142, (H.R. 2024), May 13, 1996

Results :

<u>Samples</u>	<u>Average Mercury content</u> (mg/cell)	<u>Average weight percentage</u> (%)
CR1632 3V SC8 button cell	<0.5	<0.00005

"<" means "less than"

3.9 MICROBIAL LIMITS TEST : Client's Specification as per USP <61>

Results :

	<u>Limit</u>	<u>Clear mineral based gel fill</u>
Standard plate count	< 1000 cfu/g	< 10 cfu/g
Total coliform	< 10 cfu/g	< 10 cfu/g
<i>Esherichia coli</i>	None detected	None detected
<i>Salmonella</i>	None detected	None detected
<i>Pseudomonas aeruginosa</i>	None detected	None detected
<i>Staphylococcus aureas</i>	None detected	None detected
<i>Yeast count & Mold count</i>	< 100 cfu/g	< 10 cfu/g

“<” means “less than”

“cfu” means “colony forming unit”

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Product Photo:



***** THE END *****

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SZ-FAF-001 (20080201)

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

Specialized Technology Resources (Shanghai) Ltd.-Shenzhen Branch ("STR") undertakes to provide services to its Customer subject to the terms and conditions contained herein.
上海胜邦质量检测有限公司-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 STR. The Customer agrees that this term shall be construed as a portion of the agreement between STR 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项约定。

COMPUTATION OF CHARGES AND PAYMENT 第一条 费用计算和付款

- (a) Consulting time shall be charged on a daily basis.
1.1 咨询时间应当以日为基础计费。
(b) Where the personnel of STR 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员工的报酬费率进行计费。
- 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 STR.
1.2 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。
- Where in the opinion of STR 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.
1.3 当乙方判断服务消耗大量时间, 导致使用特殊设备或支出时, 对甲方收费将以所花费的 "设备-小时" 为基础收取费用。
- Payments shall be paid in RMB at its address or at such other address and in such manner as STR may from time to time specify. Payment made by post shall be at the risk of the Customer.
1.4 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支付, 以邮寄方式做出的付款应当由甲方承担风险。
- The Customer undertakes during the continuance of this Agreement -
1.5 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, 付款应当在开发票或借记单日期起七天内做出;
 - (c) where the Customer fails to pay within time, STR 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 judgement and is to be compounded at monthly intervals;
若甲方未能按时付款, 乙方就逾期未付发票金额将以每月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) STR 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足额付款, 但留置权的行使不影响罚息的继续计算。
- If the Customer shall fail to pay STR 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), STR may without prejudice to its other rights either suspend or cancel the Agreement and in such an event STR may also suspend or cancel any other existing contracts without being liable to damages.
1.6 若甲方因任何原因未能根据第1.5条向乙方付款, 或者甲方违反了本协议项下的任何义务, 或者甲方的接管人一旦被任命, 或结束甲方业务的所有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在存的合同并且不对甲方负责。

CONFIDENTIAL TREATMENT OF INFORMATION 第二条 信息的保密处理

- Unless otherwise specifically agreed between the parties, the services rendered by STR to the Customer shall be on a non-exclusive best-efforts basis.
2.1 除非双方另有特别约定, 由乙方为甲方提供的服务应当建立在不排除他的勤勉尽责的基础之上。
- STR shall have a lien on any goods of the Customer until payment but the exercise of such lien shall not prevent interest continuing.
2.2 乙方有权留置甲方的货物直至足额付款, 但留置权的行使不影响罚息的继续计算。
It is explicitly agreed by STR and the Customer that all technical information (whether contained in models, drawings, reproductions of drawings, writing reports, letters, memoranda or notes or in any other form) shall be kept strictly confidential by STR for the purposes of this Agreement and STR shall at all times use all reasonable efforts to prevent the disclosure to third parties of any part thereof unless STR 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 STR shall not be liable under this clause if through no fault of STR the information is generally known to the public or the information is generally known to STR, or is independently developed by STR without recourse to the materials provided by the Customer, or the information is necessary for performance by STR 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 (无论包含在模型、图纸、图形的复制、书面报告、信件、备忘录或登记簿或以任何其他形式发表) 都应当由乙方为甲方之目的而严格保密, 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信息的书面同意。双方约定此等保密期限应在工作完成之日起连续5年, 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; 或该信息由乙方根据本协议履行义务所必需; 或该信息在根据本条规定的拥有管辖权的法院出具的判决或正式文书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。
STR 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 STR 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

- Any invention made in the performance of work for the Customer by STR within the field of work undertaken for the Customer, belongs to the Customer.
3.1 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均属于甲方。
- STR's use of the aforesaid inventions shall be free of any royalty fees provided that the use of such inventions are confined to the performance of the work for the Customer.
3.2 在为甲方履行工作的过程中使用上述发明, 乙方应当免费授权使用。

LIMITATION OF LIABILITY 第四条 责任限制

- If any liability on the part of STR 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 STR or by any breach of its obligations or howsoever caused shall be limited to 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 STR 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 STR beyond such amount.
4.1 若乙方方面产生任何性质的赔偿责任 (无论根据本协议明示或默示条款, 或根据相关中国法律法规), 甲方要求赔偿超出乙方的赔偿或造成违反任何义务或其他原因所造成的任何损失或损害, 应当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, 上述责任限制均应当适用。乙方在任何情况下都无需为附带或由此引起的损失承担责任。甲方在此承认并声明因此产生的损失和损害, 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向乙方提出任何进一步的请求。

INDEMNITY 第五条 补偿

- In the event of actual or threatened suit against STR 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 STR 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.
5.1 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的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、商标或专利的侵权声明, 甲方应当赔偿乙方, 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

- 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.
6.1 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

- The accompanying proposal is valid for a period of ninety (90) days from the date of the proposal unless extended in writing by STR. 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.
7.1 所附之建议书, 除非由乙方书面延展, 其有效期为自建议书出具之日起九十 (90) 日。一旦接受该建议书, 本附件应当构成与甲方协议的一部分, 且无论之前或之后有任何与之相关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

- After the services are rendered, STR may retain a copy of all documents relating to the services (the "Supporting Documents") for as long as STR, in its sole discretion, deems fit.
8.1 在提供服务后, 乙方可以在任何时候保留一份与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 STR without notice to the Customers. Should any or all Supporting Documents less than 3 years are scheduled to be destroyed, STR 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 STR reaching STR 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.
(c) The Customer shall indemnify STR 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.
除非另有说明或法律所必需, 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。
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

- 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.
9.1 本协议和双方的权利和义务在各方面都应当由相关的中国法律法规管辖、准推、解释和执行。

OBLIGATIONS OF THE CUSTOMER 第十条 甲方的义务

- If the Customer intends to change the work hereunder or assign any other work to STR, such a change or new assignment shall be subject to a separate negotiation and agreement between both of the parties. If STR suffers any loss or damage because the Customer changes the contractual work undertaken by STR as agreed by both parties prior to completion of the work, the Customer shall compensate for such losses and damages.
10.1 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, 此等变更或指派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和损害, 甲方应当赔偿此等损失和损害。
If the work undertaken by STR hereunder requires any assistance of the Customer, the Customer shall be obliged to provide all necessary and reasonable assistance which STR may deem fit. If the work undertaken by STR hereunder cannot be completed due to the Customer's failure to perform its obligations, STR may terminate this Agreement, without prejudice to any other rights of STR hereunder or under any applicable laws and regulations.
10.2 若甲方要求将本协议项下最终报告/结果以电子件形式或以纸质文件的形式寄发时, 乙方应遵照甲方的此等要求。乙方视电子件为有用且有效的工具, 然而, 乙方在此警告甲方, 一旦电子件被报告/结果进入甲方的文字处理系统, 其有可能被故意地修改。此外, 现有的电子技术有可能使得第三方信息或报告/结果进行篡改。乙方不对超越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。通过互联网或其它网络传输报告/结果 (或甲方要求的其它材料), 不应视为构成违反乙方和甲方之间的协议中规定的任何保密或其它条款, 并且乙方不得以任何方式对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/结果被传递后对其的任何修改使甲方招致的任何损失负责。

SAMPLES 第十一条 样品

- STR expects Customers to abide by all applicable regulations when shipping samples to STR. Improper shipping may result in additional charges for costs incurred by STR: (a) to identify samples to STR, (b) damage done to STR personnel or property as a result of improper packaging, labeling or omission of identifying documents. STR 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 STR for any and all damages, expenses, fines, judgments, liabilities and costs (including attorney's fee) incurred by STR and arising from the improper packaging or shipment of the sample by Customer.
11.1 STR期望客户遵守所有适用的法规当运送样品到STR。不当的运输可能会导致额外费用: (a) 鉴定样品成本, (b) 由于不正确的包装、标记或收到货物的延误导致乙方人员伤亡或财产损失。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。在这些条款下, 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损坏、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

- STR 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. STR considers e-mail a valuable and efficient tool, however, STR 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. STR 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 STR 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 STR and the Customer, and STR shall in no way be liable for any damages resulting from such a transmission. Additionally, STR shall not be liable for any damages incurred by the Customer for any changes made to the report / results after it has been transmitted.
12.1 STR将按照客户的请求在最终报告/结果以电子件形式或以纸质文件的形式寄发时, 乙方应遵照甲方的此等要求。乙方视电子件为有用且有效的工具, 然而, 乙方在此警告甲方, 一旦电子件被报告/结果进入甲方的文字处理系统, 其有可能被故意地修改。此外, 现有的电子技术有可能使得第三方信息或报告/结果进行篡改。乙方不对超越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。通过互联网或其它网络传输报告/结果 (或甲方要求的其它材料), 不应视为构成违反乙方和甲方之间的协议中规定的任何保密或其它条款, 并且乙方不得以任何方式对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

- 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.
13.1 本协议中任何内容均不得被视为构成任何法律的合伙关系。任何一方均不得声明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。
13.2 本协议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。但若任何此等适用的法律之规定可以按放弃或不适用, 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。
13.3 本协议中任何内容均不得被视为构成任何法律的合伙关系。任何一方均不得声明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.
除非另有规定, 根据本协议需要作出的任何通知, 应以书面形式或通过电报或电传向最后所知的地址或电传号码发出, 应被视为充分给出; 且在传递过程中, 当其应当已被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 The report or certificate does not release 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 STR's random sampling 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, 也不影响甲方对卖方/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/或隐藏的瑕疵的权利。