# ınsight

## **TEST REPORT**



Project No.2013-01-08-02-H-R2+January-18-2010



9 Tai Seng Ave. #06-06, NCL Hub. Singapore 534119

LABORATORIES

**Client Contact Information** 

Your Product Information	•	<b>1</b>		
Product Name:	Puzzle Without Borders (Packaging)			
Product Code, ISBN, SKU, or Style #:	en maken under eine der eine der der der der der der der der der de		en karangan kangan dan sangan karangan karangan kangan kangan kangan kangan kangan kangan kangan kangan kangan	
Current Status:	Pre-Production			
Product Description:			en gere andere general and an en angele en an en angele en an	Стого годовой объе до стото по того в осторожения выпоснования объе до надажения в осторожения выпоснования в
Age Grading:	Ages 3 & Up			
Country of Origin:	China			
Country Intended for Sale:	USA, Canada and Europe			
Re-test Status:	No .			
Changes made after the original test:	NA			ante suo monte se contra con contra de la contra co
Remarks:	Tests as per client's request.			
Test Results Summary (see the fol	lowing pages for additional	details)		
94/62/EC test	PASS	5 OF 5 TESTS		details on following pages
NERC test	PASS	5 OF 5 TESTS		details on following pages
AUTHORIZATION				
Lester Yeong				
Laboratory Manager				
Date: 1/18/2013				

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## **Sample Descriptions**

Parts from factory		
Part	# of Samples Received	Date Received
About Us Cards: Printed art card	20	January 11, 2013
Box: Grey cardboard	20	January 11, 2013
Box: Laminated printed art paper	20	January 11, 2013
Clear plastic bag	20	January 11, 2013
Instructions: Printed art paper	20	January 11, 2013

## Puzzle Without Borders (Packaging) comprises of 5 part/s from factories:



Remarks: The black and green silicone bags were not tested as client confirmed they are not the final packaging.

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#### **Chemical Test**

**Test Results:** 

COMPONENT NAME	UNIT	LIMIT	RESULT	STATU
Cadmium				
AA40641	ppm		<5	PASS
AA40642	ppm		<5	PASS
AA40643	ppm		<5	PASS
AA40644	ppm		6	PASS
AA40645	ppm		<5	PASS
Chromium (VI)				
AA40641	ppm		28	PASS
AA40642	ppm		10	PASS
AA40643	ppm		20	PASS
AA40644	ppm		6	PASS
AA40645	ppm		18	PASS
Lead				
AA40641	ppm		<5	PASS
AA40642	ppm		6	PASS
AA40643	ppm		<5	PASS
AA40644	ppm		<5	PASS
AA40645	ppm		<5	PASS
Mercury				
AA40641	ppm		<5	PASS
AA40642	ppm		<5	PASS
AA40643	ppm		<5	PASS
AA40644	ppm		<5	PASS
AA40645	ppm		<5	PASS

The total content for the total of lead, cadmium, mercury and hexavalent chromium must not exceed 100ppm according to the Directive 94/62/EC.

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oxins in Packaging				ICP-1/EPA305
COMPONENT NAME	UNIT	LIMIT	RESULT	STATUS
Cadmium				
AA40641	ppm		<5	PASS
AA40642	ppm		<5	PASS
AA40643	ppm		<5	PASS
AA40644	ppm		6	PASS
AA40645	ppm		<5	PASS
Chromium				
AA40641	ppm		28	PASS
AA40642	ppm		10	PASS
AA40643	ppm		20	PASS
AA40644	ppm		6	PASS
AA40645	ppm		18	PASS
Lead				
AA40641	ppm		<5	PASS
AA40642	ppm		6	PASS
AA40643	ppm		<5	PASS
AA40644	ppm		<5	PASS
AA40645	ppm		<5	PASS
Mercury				
AA40641	ppm		<5	PASS
AA40642	ppm		<5	PASS
AA40643	ppm		<5	PASS
AA40644	ppm		<5	PASS
AA40645	ppm		<5	PASS
7740040			٠٠	FASS

The limit for the 4 tested elements in total must not exceed 100ppm according to the model legislation drafted by Source Reduction Council of CONEG in 1989 and Toxics in Packaging Clearinghouse in 1992.

Sample ID	Part name
AA40641	Box: Laminated printed art paper
AA40642	Box: Grey cardboard
AA40643	Instructions: Printed art paper
AA40644	About Us Cards: Printed art card
AA40645	Clear plastic bag

### TEST REPORT





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## 29 Tai Seng Ave. #06-06, NCL Hub. Singapore 534119

#### GENERAL CONDITIONS OF SERVICE

#### 1. General

- (a) Unless otherwise agreed in writing or except where they are at variance with (i) the regulations governing services performed on behalf of governments, government bodies or any other public entity or (ii) the mandatory provisions of local law, all offers or services and all resulting contractual relationship(s) between Insight Laboratories LLC, its affiliates or any of their agents (each a "Company") and Client (the "Contractual Relationship(s)") shall be governed by these general conditions of service (hereinafter the "General Conditions").
- (b) The Company may perform services for persons or entities (private, public or governmental) issuing instructions (hereinafter, the "Client").
- (c) Unless the Company receives prior written instructions to the contrary from Client, no other party is entitled to give instructions, particularly on the scope of the services or the delivery of reports or certificates resulting therefrom (the "Reports of Findings"). Client hereby irrevocably authorises the Company to deliver Reports of Findings to a third party where so instructed by Client or, at its discretion, where it implicitly follows from circumstances, trade custom, usage or practice.
- (d) For purposes of these General Conditions, the term "services" shall mean the services described in the quote sheet provided by the Company and signed by Client or as otherwise specified in Paragraph 2 of these General Conditions.

#### Provision of Services

- (a) The Company will provide services using reasonable care and skill and in accordance with Client's specific instructions as confirmed by the Company or, in the absence of such instructions:
  - (1) the terms of any standard order form, quote sheet or standard specification sheet of the Company;
  - (2) any relevant trade custom, usage or practice; and/or
  - (3) such methods as the Company shall consider appropriate on technical and operational grounds.
- (b) Information stated in Reports of Findings is derived from the results of inspection or testing procedures carried out in accordance with the instructions of Client, and/or our assessment of such results on the basis of any technical standards, trade custom or practice, or other circumstances which should in our professional opinion be taken into account.
- (c) Reports of Findings issued further to the testing of samples contain the Company's opinion on those samples only and do not express any opinion upon the lot from which the samples were drawn.
- (d) Should Client request that the Company witness any third party evaluation at another location, Client agrees that the Company's sole responsibility is to be present at the time of such third party's independent evaluation and to forward the results, or confirm the occurrence, of such evaluation. Client agrees that the Company is not responsible for the continon or calibration of apparatus, instruments and measuring devices used, the analysis methods applied the qualifications, actions or omissions of third party personnel or the analysis results.
- (e) Reports of Findings issued by the Company will reflect the facts as recorded by it at the time of its analysis only and within the limits of the instructions received or, in the absence of such instructions, within the limits of the alternative parameters applied as provided for in clause 2(a). The Company is under no obligation to refer to, or report upon, any facts or circumstances which are outside the specific instructions received or alternative parameters applied in accordance with clause 2(a).
- The Company may delegate the performance of all or part of the services to an agent or subcontractor and Client authorises ompany to disclose all information that Company determines in its discretion to be necessary for such performance to the agent or becomes a company to the contractor.
- (g) Should Company receive documents reflecting engagements contracted between Client and third parties or third party documents, such as copies of sale contracts, letters of credit, bills of lading, etc., they are considered to be for information only, and do not extend or restrict the scope of the services or the obligations accepted by the Company.
- (h) Client acknowledges that the Company, by providing the services, neither takes the place of Client or any third party, nor releases them from any of their obligations, nor otherwise assumes, abridges, abrogates or undertakes to discharge any duty of Client to any third party or that of any third party to Client.
- (i) All samples shall be retained for a maximum of one (1) month or such other shorter time period as the nature of the sample permits and then returned to Client or otherwise disposed of at the Company's discretion after which time Company's shall cease to have any responsibility for such samples. Client shall pay a storage charge at the Company's then-standard rate for storage of samples for more than one (1) month. Client shall pay a handling and freight fee if samples are returned. Special disposal charges will be paid by Client if incurred by the Company in connection with any samples.
- (j) Client shall not reproduce or publish any Report of Findings, or any portion thereof, if the name of the Company appears thereon, or is associated therevith, without the prior written consent of the Company. Any document, including, but not limited to, any Report of Findings, provided to Client by the Company and any copyright attendant therets shall be and remain the property of the Company and the Client shall not alter, reproduce or misrepresent the contents thereof in any way, except that the Client shall be entitled to make copies of such documents for its internal use only.

#### Obligations of Client

The Client will, at Client's expense

- (a) gugget that sufficient information, instructions and documents are given in due time (and, in any event not later than 48 hours prior to the desired commencement of the services) to enable the required services to be performed;
- procure all necessary access for the Company's representatives to the premises where the services are to be performed and all necessary steps to eliminate or remedy any obstacles to, or interruptions in, the performance of the services;
- (c) supply at any special equipment and personnel reasonably necessary for the performance of the services;
- ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the formance of services and will not rely, in this respect, on the Company's advice whether required or not;
- (e) inform Company in advance of any known hazards or dangers, actual or potential, associated with any order or samples or testing including, for example, presence or risk of radiation, toxic or noxious or explosive elements or materials, environmental pollution or positions;
- (f) Fully exercise all its rights and discharge all its liabilities under any relevant sales or other contract with a third party and at

#### 4. Fees and Payment

- Fees not established between the Company and Client at the time an order is placed or a contract is negotiated sl Company's standard rates (which are subject to change) and all applicable taxes regardless of the jurisdiction in which arred, shall be paid by Client!
- (b) Unless a shorter period is established in the applicable invoice, Client will promptly pay, but in no event later than 30 days from the relevant invoice date or within such other period as may be established by the Company in the invoice (the "Due Date") all fees due to the Company failing which interest will become due at a rate of 1.5% per month (or such other rate as may be established in the invoice) from the Due Date up to and including the date payment is actually received.
- (c) Client shall not be entitled to retain or defer payment of any sums due to the Company on account of any dispute, counter claim or set off which it may allege against the Company.
- (d) Company may elect to bring action for the collection of unpaid fees in any court having competent jurisdiction
- (e) Client shall pay all of the Company's collection costs, including attorney's fees and related costs.
- In the event any unforeseen problems or expenses arise in the course of carrying out the services, including, withou problems or expenses resulting from changes in applicable laws or regulations or the need to conduct additional testing, th

Company shall endeavor to inform Client and obtain prior approval if the Client is required to pay additional fees to cover extra time and cost necessarily incurred to complete the services

- If the Company is unable to perform all or part of the services for any cause whatsoever outside the Company's control uding, but not limited to, failure by Client to comply with any of its obligations provided for in clause 3 above and force majeure atts such as acts of god, war, terrorism, and labor strikes, the Company shall nevertheless be entitled to payment by
  - (1) the amount of all non-refundable expenses incurred by the Company; and
  - (2) a proportion of the agreed fee equal to the proportion of the services actually performed.

#### Suspension or Termination of Services

- The Company shall be entitled to immediately and without liability either suspend or terminate provision of the services in the event
- (a) Failure by the Client to comply with any of its obligations hereunder and such failure is not remedied within 10 days after notice of such failure has been delivered to Client; or
- Any suspension of payment, assignment for the benefit of creditors, bankruptcy, insolvency, receivership (or any similar ceeding) or cessation of business by Client.

#### Liability and Indemnification

#### (a) Limitation of Liability:

- The Company is neither an insurer nor guarantor and disclaims all liability in such capacity. Clients seeking a rantee against loss or damage related to the services, or any product subject to the services, should obtain appropriate
- (2) Reports of Findings are issued on the basis of information, documents and/or samples provided by, or on behalf of, Client and solely for the benefit of Client who is responsible for acting as it sees fit on the basis of such Reports of Findings. Neither the Company nor any of its officers, employees, agents or subcontractors shall be halbe term or any third party for any actions taken or not taken on the basis of such Reports of Findings nor for any incorrect results arising from unclear, erroneous, incomplete, misleading or false information provided to the Company.
- (3) The Company shall not be liable for any delayed, partial or total non-performance of the services arising directly or indirectly from any event outside the Company's control including failure by Client to comply with any of its obligations bereunder.
- Insight undertakes to exercise reasonable care and skill in performing the services and accepts responsibility only in cases of gross negligence as finally determined by a court of competent jurisdiction
- (5) The total liability of the Company in respect of any claim for loss, damage or expense of any nature and howsoever arising shall in no circumstances exceed a total aggregate sum equal to the lesser of the amount of the fee paid in respect of the specific service which gives rise to such claim or US\$20,000, (or, at Company's election, its equivalent in local currency).
- (6) The Company shall have no liability for any punitive, indirect or consequential damages, expenses or losses, including, without limitation, loss of profits, loss of business, loss of opportunity, logs of goodwill and costs of product recall, regardless of whether such loss is foreseable. The Company shall further have no liability for any loss damage or expenses arising from the claims of any third party (including, without limitation, product liability claims) that may be incurred by the Client regardless of whether such loss is foreseable.
- 7) In the event of any claim or potential claim by Client against the Company, Client must give written notice to e Company within 30 days of discovery of the facts alleged to justify such claim and, in any case, the Company shall be scharged from all liability for all claims for loss, damage or expense unless suit is brought within one year from
  - the date of performance by the Company of the service which gives rise to the claim; or
  - (ii) the date when the service should have been completed in the event of any alleged nonperformance
- (b) <u>Indemnification</u>: Client shall guarantee, hold harmless, indemnify and defend the Company, its officers, directors, managers, employees, agents or subcontractors against all claims, suits, proceedings and investigations (actual or threatened) by any third party (including, but not limited to, governmental authorities) for loss, damage, penalties, fines, settlements, costs and expense of whatsoever nature including all legal expenses and related costs and howsoever arising relating to the performance or non-performance, of any services.

#### 12. Miscellaneous

- (a) If any one or more provisions of these General Conditions are found to be void, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties hereto agree that any such provisions shall be automatically replaced with a valid and enforceable provision that will achieve, to the greatest extent possible, the purposes of such void, illegal or unenforceable provision.
- (b) During the course of providing the services and for a period of one year thereafter Client shall not, and shall cause its employees, agents and representatives not to, directly or indirectly entice, encourage or make any offer to Company's employees to leave their employment with the Company.
- (c) Use of the Company's corporate name or registered marks for advertising purposes is not permitted without the Company's prior written authorization

#### Governing Law, Jurisdiction and Dispute Resolution

Unless specifically agreed otherwise, all disputes arising out or in connection with Contractual Relationship(s) hereunder shall be governed by the substantive laws of New York exclusive of any rules with respect to conflicts of laws and be finally stelled under the Rules of Arbitration of the Superior of the Superio

#### 14.

The provisions of paragraphs 6, 7 and 8 shall survive the termination of the Contractual Relationship(s).