

Client Contact Information
Your Product Information

Product Name:	Puzzle Without Borders (9 Styles)
Product Code, ISBN, SKU, or Style #:	Turtle & Friends Puzzle, Penguin & Friends Puzzle, Tiles of Infinity
Current Status:	Pre-Production
Product Description:	
Age Grading:	Ages 3 & Up
Country of Origin:	China
Country Intended for Sale:	USA and Europe
Re-test Status:	No
Changes made after the original test:	NA
Remarks:	1) Tests as per client's request. 2) Client provided us with the final packaging artwork for assessment.

Test Results Summary (see the following pages for additional details)

ASTM F963-11 test	PASS	30 OF 30 TESTS	details on following pages
BS EN 71-1:2011 test	PASS	9 OF 9 TESTS	details on following pages
BS EN 71-2:2011 test	PASS	1 OF 1 TESTS	details on following pages
BS EN 71-3:1995 test	PASS	17 OF 17 TESTS	details on following pages
CPSC TRACKING LABEL test	PASS	1 OF 1 TESTS	details on following pages
HR4040 6P test	PASS	7 OF 7 TESTS	details on following pages
HR4040 LEAD SUBSTRATE test	PASS	3 OF 3 TESTS	details on following pages
HR4040 LEAD SURFACE test	PASS	4 OF 4 TESTS	details on following pages
REACH test	PASS	14 OF 14 TESTS	details on following pages
SOR/2010-298 test	PASS	7 OF 7 TESTS	details on following pages
SOR/2011-17 test	PASS	17 OF 17 TESTS	details on following pages

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

Project No.2012-07-23-02-H-R2•February-05-2013

AUTHORIZATION



Lester Yeong

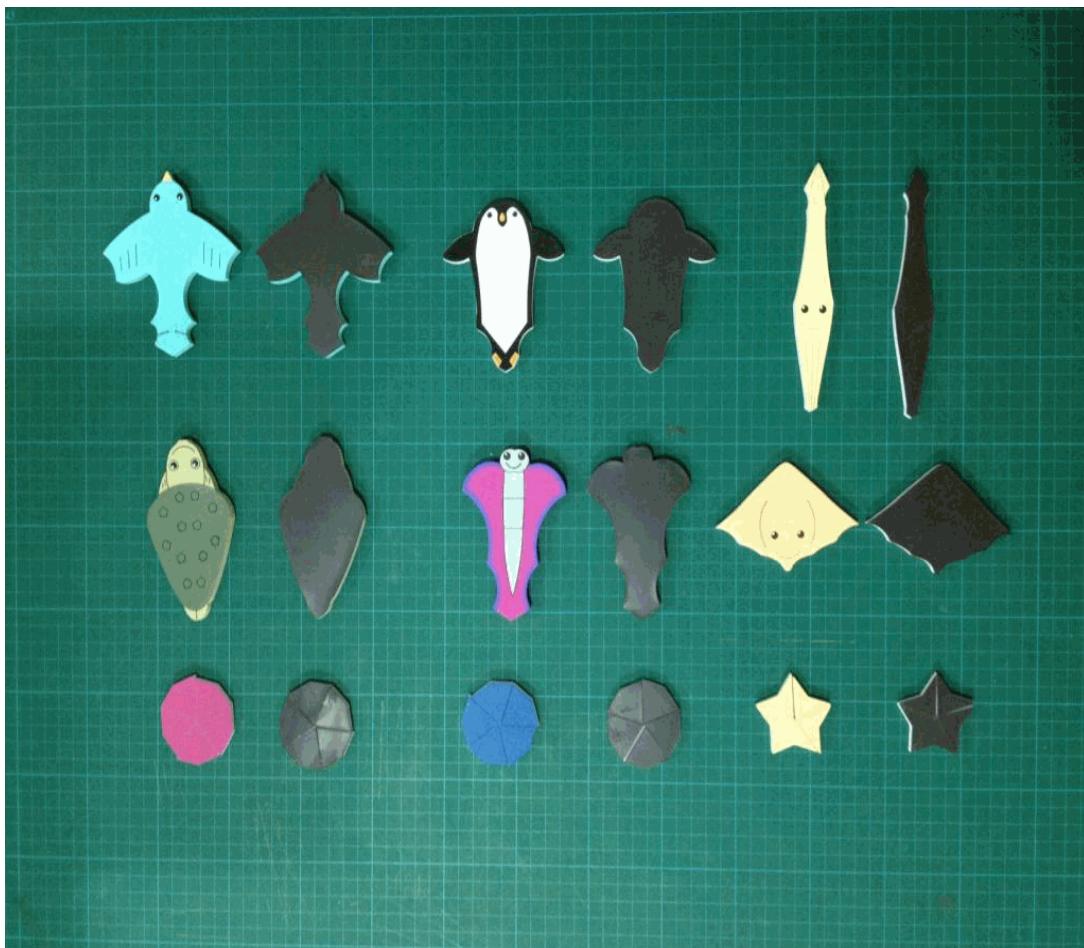
Laboratory Manager

Date: 2/5/2013

Sample Descriptions
Parts from factory

Part	# of Samples Received	Date Received
All Animals/ Geometric (coating): Black	82	August 03, 2012
All Animals/ Geometric (coating): Dark blue/ Dark green/ White	82	August 03, 2012
All Animals/ Geometric (coating): Dark blue	82	August 03, 2012
All Animals/ Geometric (coating): Dark green	82	August 03, 2012
All Animals/ Geometric (coating): Dark orange	82	August 03, 2012
All Animals/ Geometric (coating): Dark orange/ Orange/ Black	82	August 03, 2012
All Animals/ Geometric (coating): Dark pink	82	August 03, 2012
All Animals/ Geometric (coating): Dark pink/ Purple/ Dark yellow	82	August 03, 2012
All Animals/ Geometric (coating): Dark yellow	82	August 03, 2012
All Animals/ Geometric (coating): Grey	82	August 03, 2012
All Animals/ Geometric (coating): Light yellow	82	August 03, 2012
All Animals/ Geometric (coating): Light yellow/ Medium yellow/ Grey	82	August 03, 2012
All Animals/ Geometric (coating): Medium yellow	82	August 03, 2012
All Animals/ Geometric (coating): Orange	82	August 03, 2012
All Animals/ Geometric (coating): Purple	82	August 03, 2012
All Animals/ Geometric (coating): White	82	August 03, 2012
All Animals/ Geometric: Black soft magnet	82	August 03, 2012
Bird: Blue foam	82	August 03, 2012
Bird: Blue foam + Butterfly: Purple foam + Turtle: Khaki green foam	82	August 03, 2012
Butterfly: Purple foam	82	August 03, 2012
Stingray/ Squid/ Penguin/ Geometric: White foam	82	August 03, 2012
Turtle: Khaki green foam	82	August 03, 2012

Puzzle Without Borders (9 Styles) comprises of 22 part/s from factories:



Test Results:
Physical and Mechanical Standard Consumer Safety Specification On Toy Safety

Physical and Mechanical Tests	Clause	ASTM_F963-11
Abuse Testing	8.6	PASS
Accessible Edges	4.7	PASS
Accessible Points	4.9	PASS
Flammability	4.2/ Annex 5	PASS
Impact Tests	8.7	PASS
Instructional Literature	6	PASS
Material Quality	4.1	PASS
Normal Use Testing	8.5	PASS
Producer's Markings	7	PASS
Safety Labeling Requirements	5	PASS
Small Parts Volume	4.6	PASS
Tension Test for Component Removal	8.9	PASS
Torque Tests for Component Removal	8.8	PASS

Physical and Mechanical Tests	Clause	CPSC_TRACKING_LABEL
CPSIA Tracking Label Review	CPSIA Tracking	PASS

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

Project No.2012-07-23-02-H-R2•February-05-2013

Physical and Mechanical Tests	Clause	BS_EN_71-1:2011
Drop Test	EN71-1, 8.5	PASS
Impact Test	EN71-1, 8.7	PASS
Material Cleanliness	EN71-1, 4.1	PASS
Sharpness of edges	EN71-1, 8.11	PASS
Sharpness of points	EN71-1, 8.12	PASS
Small Parts Cylinder	EN71-1, 8.2	PASS
Tension Test	EN71-1, 8.4	PASS
Torque Test	EN71-1, 8.3	PASS
Warnings and Instructions for Use	EN71-1, 7	PASS
Physical and Mechanical Tests	Clause	BS_EN_71-2:2011
Flammability	EN71-2:2011	PASS
Physical and Mechanical Tests	Clause	SOR/2011-17
Heated Surfaces, Parts or Substances	Clause 20	PASS
Plastic Edges	Clause 10	PASS
Small Parts	Clause 7	PASS
Wire Frames	Clause 9	PASS
Written warning and statement	Clause 3	PASS

Chemical Test
Heavy Soluble Metals

ICP/ASTM_ F963-11

Elements	As	Ba	Cd	Cr	Hg	Pb	Sb	Se
Unit	mg/kg							
Limits	5	5	5	5	5	5	5	5
	25	1000	75	60	60	90	60	500
AA34317	<5	9	<5	<5	<5	<5	<5	<5
AA34318	<5	<5	<5	<5	<5	<5	<5	<5
AA34319	<5	<5	<5	<5	<5	<5	<5	<5
AA34320	<5	<5	<5	<5	<5	<5	<5	<5
AA34321	<5	<5	<5	<5	<5	<5	<5	<5
AA34322	<5	<5	<5	<5	<5	<5	<5	<5
AA34323	<5	<5	<5	<5	<5	<5	<5	<5
AA34324	<5	<5	<5	<5	<5	<5	<5	<5
AA34325	<5	<5	<5	<5	<5	<5	<5	<5
AA34326	<5	<5	<5	<5	<5	<5	<5	<5
AA34327	<5	<5	<5	<5	<5	<5	<5	<5
AA34328	<5	<5	<5	<5	<5	<5	<5	<5
AA34329	<5	<5	<5	<5	<5	<5	<5	<5
AA34330	<5	<5	<5	<5	<5	<5	<5	<5
AA34331	<5	<5	<5	<5	<5	<5	<5	<5
AA34332	<5	<5	<5	<5	<5	<5	<5	<5

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

Project No.2012-07-23-02-H-R2•February-05-2013

As	Ba	Cd	Cr	Hg	Pb	Sb	Se
mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg
5	5	5	5	5	5	5	5
25	1000	75	60	60	90	60	500
AA34333	<5	<5	<5	<5	<5	<5	<5

Migration of Certain Elements
ICP/BS EN71-3:1995

Elements	As	Ba	Cd	Cr	Hg	Pb	Sb	Se
Unit	mg/kg							
Limits	5	5	5	5	5	5	5	5
	25	1000	75	60	60	90	60	500
AA34317	<5	9	<5	<5	<5	<5	<5	<5
AA34318	<5	<5	<5	<5	<5	<5	<5	<5
AA34319	<5	<5	<5	<5	<5	<5	<5	<5
AA34320	<5	<5	<5	<5	<5	<5	<5	<5
AA34321	<5	<5	<5	<5	<5	<5	<5	<5
AA34322	<5	<5	<5	<5	<5	<5	<5	<5
AA34323	<5	<5	<5	<5	<5	<5	<5	<5
AA34324	<5	<5	<5	<5	<5	<5	<5	<5
AA34325	<5	<5	<5	<5	<5	<5	<5	<5
AA34326	<5	<5	<5	<5	<5	<5	<5	<5
AA34327	<5	<5	<5	<5	<5	<5	<5	<5
AA34328	<5	<5	<5	<5	<5	<5	<5	<5
AA34329	<5	<5	<5	<5	<5	<5	<5	<5
AA34330	<5	<5	<5	<5	<5	<5	<5	<5
AA34331	<5	<5	<5	<5	<5	<5	<5	<5
AA34332	<5	<5	<5	<5	<5	<5	<5	<5
AA34333	<5	<5	<5	<5	<5	<5	<5	<5

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

Project No.2012-07-23-02-H-R2•February-05-2013

Specific Substances In Surface Coatings

ICP/SOR-2011-17-23

Elements	As	Ba	Cd	Hg	Sb	Se	Total Pb
Unit	ppm	ppm	ppm	ppm	ppm	ppm	ppm
Limits	5	5	5	5	5	5	5
	1000	1000	1000	0	1000	1000	90
AA34318	< 5	< 5	< 5	< 5	< 5	< 5	< 5
AA34319	< 5	< 5	< 5	< 5	< 5	< 5	< 5
AA34320	< 5	< 5	< 5	< 5	< 5	< 5	< 5
AA34321	< 5	< 5	< 5	< 5	< 5	< 5	< 5
AA34322	< 5	< 5	< 5	< 5	< 5	< 5	< 5
AA34323	< 5	< 5	< 5	< 5	< 5	< 5	< 5
AA34324	< 5	< 5	< 5	< 5	< 5	< 5	< 5
AA34325	< 5	< 5	< 5	< 5	< 5	< 5	< 5
AA34326	< 5	< 5	< 5	< 5	< 5	< 5	< 5
AA34327	< 5	< 5	< 5	< 5	< 5	< 5	< 5
AA34328	< 5	< 5	< 5	< 5	< 5	< 5	< 5
AA34329	< 5	< 5	< 5	< 5	< 5	< 5	< 5

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

Project No.2012-07-23-02-H-R2•February-05-2013

Canada CCPSA Phthalates Regulations				GCMS/SOR/2010-298
COMPONENT NAME	UNIT	LIMIT	RESULT	STATUS
BBP				
AA34317	%	<=0.1	<0.01	PASS
AA34330	%	<=0.1	<0.01	PASS
AA34334	%	<=0.1	<0.01	PASS
AA34335	%	<=0.1	<0.01	PASS
AA34336	%	<=0.1	<0.01	PASS
AA34337	%	<=0.1	<0.01	PASS
AA34338	%	<=0.1	<0.01	PASS
DBP				
AA34317	%	<=0.1	<0.01	PASS
AA34330	%	<=0.1	<0.01	PASS
AA34334	%	<=0.1	<0.01	PASS
AA34335	%	<=0.1	<0.01	PASS
AA34336	%	<=0.1	<0.01	PASS
AA34337	%	<=0.1	<0.01	PASS
AA34338	%	<=0.1	<0.01	PASS
DEHP				
AA34317	%	<=0.1	0.03	PASS
AA34330	%	<=0.1	0.01	PASS
AA34334	%	<=0.1	0.02	PASS
AA34335	%	<=0.1	0.03	PASS
AA34336	%	<=0.1	0.01	PASS
AA34337	%	<=0.1	0.04	PASS
AA34338	%	<=0.1	0.02	PASS
DIDP				
AA34317	%	<=0.1	<0.01	PASS
AA34330	%	<=0.1	<0.01	PASS
AA34334	%	<=0.1	<0.01	PASS
AA34335	%	<=0.1	<0.01	PASS
AA34336	%	<=0.1	<0.01	PASS
AA34337	%	<=0.1	<0.01	PASS
AA34338	%	<=0.1	<0.01	PASS

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

Project No.2012-07-23-02-H-R2•February-05-2013

Canada CCPSA Phthalates Regulations				GCMS/SOR/2010-298
COMPONENT NAME	UNIT	LIMIT	RESULT	STATUS
DINP				
AA34317	%	<=0.1	<0.01	PASS
AA34330	%	<=0.1	<0.01	PASS
AA34334	%	<=0.1	<0.01	PASS
AA34335	%	<=0.1	<0.01	PASS
AA34336	%	<=0.1	<0.01	PASS
AA34337	%	<=0.1	<0.01	PASS
AA34338	%	<=0.1	<0.01	PASS
DnOP				
AA34317	%	<=0.1	<0.01	PASS
AA34330	%	<=0.1	<0.01	PASS
AA34334	%	<=0.1	<0.01	PASS
AA34335	%	<=0.1	<0.01	PASS
AA34336	%	<=0.1	<0.01	PASS
AA34337	%	<=0.1	<0.01	PASS
AA34338	%	<=0.1	<0.01	PASS

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

Project No.2012-07-23-02-H-R2•February-05-2013

CPSC HR4040-6P				GCMS/CPSC-CH-C1001-09
COMPONENT NAME	UNIT	LIMIT	RESULT	STATUS
BBP				
AA34317	%	<=0.1	<0.01	PASS
AA34330	%	<=0.1	<0.01	PASS
AA34334	%	<=0.1	<0.01	PASS
AA34335	%	<=0.1	<0.01	PASS
AA34336	%	<=0.1	<0.01	PASS
AA34337	%	<=0.1	<0.01	PASS
AA34338	%	<=0.1	<0.01	PASS
DBP				
AA34317	%	<=0.1	<0.01	PASS
AA34330	%	<=0.1	<0.01	PASS
AA34334	%	<=0.1	<0.01	PASS
AA34335	%	<=0.1	<0.01	PASS
AA34336	%	<=0.1	<0.01	PASS
AA34337	%	<=0.1	<0.01	PASS
AA34338	%	<=0.1	<0.01	PASS
DEHP				
AA34317	%	<=0.1	0.03	PASS
AA34330	%	<=0.1	0.01	PASS
AA34334	%	<=0.1	0.02	PASS
AA34335	%	<=0.1	0.03	PASS
AA34336	%	<=0.1	0.01	PASS
AA34337	%	<=0.1	0.04	PASS
AA34338	%	<=0.1	0.02	PASS
DIDP				
AA34317	%	<=0.1	<0.01	PASS
AA34330	%	<=0.1	<0.01	PASS
AA34334	%	<=0.1	<0.01	PASS
AA34335	%	<=0.1	<0.01	PASS
AA34336	%	<=0.1	<0.01	PASS
AA34337	%	<=0.1	<0.01	PASS
AA34338	%	<=0.1	<0.01	PASS

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

Project No.2012-07-23-02-H-R2•February-05-2013

CPSC HR4040-6P				GCMS/CPSC-CH-C1001-09
COMPONENT NAME	UNIT	LIMIT	RESULT	STATUS
DINP				
AA34317	%	<=0.1	<0.01	PASS
AA34330	%	<=0.1	<0.01	PASS
AA34334	%	<=0.1	<0.01	PASS
AA34335	%	<=0.1	<0.01	PASS
AA34336	%	<=0.1	<0.01	PASS
AA34337	%	<=0.1	<0.01	PASS
AA34338	%	<=0.1	<0.01	PASS
DnOP				
AA34317	%	<=0.1	<0.01	PASS
AA34330	%	<=0.1	<0.01	PASS
AA34334	%	<=0.1	<0.01	PASS
AA34335	%	<=0.1	<0.01	PASS
AA34336	%	<=0.1	<0.01	PASS
AA34337	%	<=0.1	<0.01	PASS
AA34338	%	<=0.1	<0.01	PASS

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

Project No.2012-07-23-02-H-R2•February-05-2013

(EC) No.1907/2006, Annex XVII, Cl 51, 52

GCMS/EN14372:2004

COMPONENT NAME	UNIT	LIMIT	RESULT	STATUS
BBP				
AA34317	%	<0.01	PASS	
AA34330	%	<0.01	PASS	
AA34334	%	<0.01	PASS	
AA34335	%	<0.01	PASS	
AA34336	%	<0.01	PASS	
AA34337	%	<0.01	PASS	
AA34338	%	<0.01	PASS	
DBP				
AA34317	%	<0.01	PASS	
AA34330	%	<0.01	PASS	
AA34334	%	<0.01	PASS	
AA34335	%	<0.01	PASS	
AA34336	%	<0.01	PASS	
AA34337	%	<0.01	PASS	
AA34338	%	<0.01	PASS	
DEHP				
AA34317	%	0.03	PASS	
AA34330	%	0.01	PASS	
AA34334	%	0.02	PASS	
AA34335	%	0.03	PASS	
AA34336	%	0.01	PASS	
AA34337	%	0.04	PASS	
AA34338	%	0.02	PASS	
DIDP				
AA34317	%	<0.01	PASS	
AA34330	%	<0.01	PASS	
AA34334	%	<0.01	PASS	
AA34335	%	<0.01	PASS	
AA34336	%	<0.01	PASS	
AA34337	%	<0.01	PASS	
AA34338	%	<0.01	PASS	

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

Project No.2012-07-23-02-H-R2•February-05-2013

(EC) No.1907/2006, Annex XVII, Cl 51, 52				GCMS/EN14372:2004
COMPONENT NAME	UNIT	LIMIT	RESULT	STATUS
DINP				
AA34317	%	<0.01	PASS	
AA34330	%	<0.01	PASS	
AA34334	%	<0.01	PASS	
AA34335	%	<0.01	PASS	
AA34336	%	<0.01	PASS	
AA34337	%	<0.01	PASS	
AA34338	%	<0.01	PASS	
DnOP				
AA34317	%	<0.01	PASS	
AA34330	%	<0.01	PASS	
AA34334	%	<0.01	PASS	
AA34335	%	<0.01	PASS	
AA34336	%	<0.01	PASS	
AA34337	%	<0.01	PASS	
AA34338	%	<0.01	PASS	

(EC) No 552/2009, Annex XVII, Clause 51, 52 replaces 2005/84/EC. Total of DEHP, DBP & BBP is restricted to less than 0.1% and total of DINP, DIDP & DNOP is restricted to less than 0.1%.

HR4040 LEAD SUBSTRATE				ICP-1/CPSC-CH-E1002-08
COMPONENT NAME	UNIT	LIMIT	RESULT	STATUS
Lead in substrate				
AA34317	ppm	<=100	<5	PASS
AA34330	ppm	<=100	30	PASS
AA34338	ppm	<=100	16	PASS

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

Project No.2012-07-23-02-H-R2•February-05-2013

HR4040 LEAD SURFACE COATING				ICP-1/CPSC-CH-E1003-09
COMPONENT NAME	UNIT	LIMIT	RESULT	STATUS
Lead in surface coating				
AA34334	ppm	<=90	10	PASS
AA34335	ppm	<=90	10	PASS
AA34336	ppm	<=90	10	PASS
AA34337	ppm	<=90	11	PASS

(EC) No.1907/2006, Annex XVII, Clause 23				ICP-1/EN1122:2011
COMPONENT NAME	UNIT	LIMIT	RESULT	STATUS
Cd Content				
AA34317	ppm	<=100	<5	PASS
AA34330	ppm	<=100	7	PASS
AA34334	ppm	<=100	<5	PASS
AA34335	ppm	<=100	11	PASS
AA34336	ppm	<=100	<5	PASS
AA34337	ppm	<=100	<5	PASS
AA34338	ppm	<=100	<5	PASS

(EC) No 552/2009, Annex XVII, Clause 23 replaces 91/338/EEC .

<u>Sample ID</u>	<u>Part name</u>
AA34317	All Animals/ Geometric: Black soft magnet
AA34318	All Animals/ Geometric (coating): Dark pink
AA34319	All Animals/ Geometric (coating): Purple
AA34320	All Animals/ Geometric (coating): Dark yellow
AA34321	All Animals/ Geometric (coating): Light yellow
AA34322	All Animals/ Geometric (coating): Medium yellow
AA34323	All Animals/ Geometric (coating): Grey
AA34324	All Animals/ Geometric (coating): Dark blue
AA34325	All Animals/ Geometric (coating): Dark green
AA34326	All Animals/ Geometric (coating): White
AA34327	All Animals/ Geometric (coating): Dark orange
AA34328	All Animals/ Geometric (coating): Orange
AA34329	All Animals/ Geometric (coating): Black
AA34330	Stingray/ Squid/ Penguin/ Geometric: White foam
AA34331	Bird: Blue foam
AA34332	Butterfly: Purple foam
AA34333	Turtle: Khaki green foam
AA34334	All Animals/ Geometric (coating): Dark pink/ Purple/ Dark yellow
AA34335	All Animals/ Geometric (coating): Light yellow/ Medium yellow/ Grey
AA34336	All Animals/ Geometric (coating): Dark blue/ Dark green/ White
AA34337	All Animals/ Geometric (coating): Dark orange/ Orange/ Black
AA34338	Bird: Blue foam + Butterfly: Purple foam + Turtle: Khaki green foam

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 authorizes 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.

2. 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 condition 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 information 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).

(f) The Company may delegate the performance of all or part of the services to an agent or subcontractor and Client authorizes Company to disclose all information that Company determines in its discretion to be necessary for such performance to the agent or subcontractor.

(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 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 therewith, 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 thereto 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.

3. Obligations of Client

The Client will, at Client's expense:

(a) ensure 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;

(b) procure all necessary access for the Company's representatives to the premises where the services are to be performed and take 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;

(d) ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance 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 poisons;

(f) Fully exercise all its rights and discharge all its liabilities under any relevant sales or other contract with a third party and at law.

4. Fees and Payment

(a) Fees not established between the Company and Client at the time an order is placed or a contract is negotiated shall be at the Company's standard rates (which are subject to change) and all applicable taxes regardless of the jurisdiction in which they are incurred, 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.

(f) In the event any unforeseen problems or expenses arise in the course of carrying out the services, including, without limitation, problems or expenses resulting from changes in applicable laws or regulations or the need to conduct additional testing, the

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.

(g) If the Company is unable to perform all or part of the services for any cause whatsoever outside the Company's control including, but not limited to, failure by Client to comply with any of its obligations provided for in clause 3 above and force majeure events such as acts of god, war, terrorism, and labor strikes, the Company shall nevertheless be entitled to payment of:

- (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.

5. 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 of:

(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

(b) Any suspension of payment, assignment for the benefit of creditors, bankruptcy, insolvency, receivership or any similar proceeding, cessation of business by Client.

6. Liability and Indemnification

(a) Limitation of Liability:

(1) The Company is neither an insurer nor guarantor and disclaims all liability in such capacity. Clients seeking a guarantee against loss or damage related to the services, or any product subject to the services, should obtain appropriate insurance.

(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 liable to Client nor 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 hereunder.

(4) 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, loss of goodwill and costs of product recall, regardless of whether such loss is foreseeable. 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 foreseeable.

(7) In the event of any claim or potential claim by Client against the Company, Client must give written notice to the Company within 30 days of discovery of the facts alleged to justify such claim and, in any case, the Company shall be discharged from all liability for all claims for loss, damage or expense unless suit is brought within one year from:

- (i) 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) **Indemnification:** 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 whatever nature including all legal expenses and related costs and howsoever arising relating to the performance, purported 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.

13. Governing Law, Jurisdiction and Dispute Resolution

Unless specifically agreed otherwise, all disputes arising out of 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 settled under the [Rules of Arbitration of the _____] by one or more arbitrators appointed in accordance with the said rules. The arbitration shall take place in New York and be conducted in the English language. The provisions of this Section 8 shall be specifically enforceable as there is no adequate remedy at law for breach thereof.

14. Survival

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