

Test Report T9333-02-1 Issue 2 ANSI/ISEA Z87.1-2010 PDS International Pte Ltd SWORKE Cobra Spectacles 01 August 2016



Approved by: Prepared by:

Keith E. Whitten Laboratory Manager Cathy Woloszyn Lab Administrator

- a) Reports are issued pursuant to the ICS standard Terms and Conditions agreement.
- b) The contents of this test report are confidential. Reproduction of the report is prohibited except in full, unless approved in writing by ICS Laboratories, Inc.
- c) Unless otherwise indicated, the test results contained in this report apply only to the samples tested and not to lots or batches from which they were taken.
- d) Where applicable, test data provided by subcontractor is uniquely identified in the test report.
- e) Where applicable, test data not covered under our ISO/IEC 17025 Accreditation is uniquely identified in the test report.

WARNING: This Test Report may contain technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S. C., Sec 2751, et seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., App. 2401 et seq. and which may not be exported, released or disclosed to non-U.S. persons (i.e. persons who are not U.S. citizens or lawful permanent residents ["green card" holders]) inside or outside the United States, without first obtaining an export license. Violations of these export laws are subject to severe civil, criminal and administrative penalties.





10 Pandan Crescent #05-03/04 (LL2), Singapore 128466

Date: 01 August 2016

1 of 10

T9333-02-1 Report: Issue: 2

Page:

Objective:

Contract testing to ANSI/ISEA Z87.1-2010 "American National Standard for Occupational and Educational Personal Eye and Face Protection Devices".

Clause(s): 5. General Requirements

6. Impact Protector Requirements

7. Optical Radiation Protector Requirements

-Ultraviolet Filters (Table 7)

-Visible Light Filters (Table 9)

-Special-Purpose Lenses (Table 10)

Samples:

SWORKE Cobra Spectacles

| Description | Quantity | Sample ID |
|--------------------------------------------------------|----------|-----------|
| Clean Lang with Dr. Comian (no Dr. Langes) | 20 | 3A-xx |
| Clear Lens with Rx Carrier (no Rx Lenses) | 10 | 3A-2xx |
| Curry Polonizard Long swith Dr. Comian (no Dr. Longos) | 20 | 3B-xx |
| Grey Polarized Lens with Rx Carrier (no Rx Lenses) | 10 | 3B-2xx |
| Clear I are with By Comian with 15 00D By I are | 6 | 3C-xx |
| Clear Lens with Rx Carrier with +5.00D Rx Lens | 6 | 3C-2xx |
| Class I are with Dr. Camian with 5 00D Dr. I are | 6 | 3D-xx |
| Clear Lens with Rx Carrier with -5.00D Rx Lens | 6 | 3D-2xx |

Date(s) submitted: 02 January 2015 and 24 June 2016

Procedures:

Testing protocols in accord with good laboratory practice were employed for all tests.

All tests were conducted in a standard laboratory atmosphere unless otherwise specified.

Samples were randomly selected from the quantity provided and tested in the as-received condition unless otherwise stated.

Testing procedures as specified within Section 9 of ANSI/ISEA Z87.1-2010 were followed unless noted in results.

When applicable, samples were assessed on medium headform (64mm PD).

As requested by client:

- -Rx Carriers were removed from the samples with Rx Carriers (no Rx Lenses) 3A and 3B samples prior to testing.
- -Samples with Rx Carriers (with +5.00/-5.00 Rx Lenses) were used for multiple impacts.

Assessment Summary:

Date(s) tested: 07 through 13 January 2015 and 26 through 27 July 2016

Samples as assessed meet the requirements of ANSI/ISEA Z87.1-2010 for Impact Rated Spectacles.





T9333-02-1

2 of 10

2

Date:

Issue:

Page:

Report:

Issued to: PDS International Pte Ltd

10 Pandan Crescent #05-03/04 (LL2), Singapore 128466

Assessment Summary-Continued:

| ent Summary-Continued: ANSI/ISEA Z87.1-2010 Requirements | Compliant | Non Compliant |
|---------------------------------------------------------------------------------------------------------|-----------|-----------------|
| 5. General Requirements | Compitant | 14011 Compilant |
| 5.1 Optical Requirements | | 930 |
| 5.1.1 Optical Quality | X | 1 |
| 5.1.2 Luminous Transmission (Clear Lenses) | X | |
| | | <u> </u> |
| 5.1.3 Haze | X | |
| 5.1.4 Refractive Power, Astigmatism, Resolving Power, Prisr and Prism Imbalance for Plano Protectors | n X | |
| 5.1.5 Refractive Power, Astigmatism, Prism and Prism Imbalance for Prescription Protectors | Not ap | plicable |
| 5.2 Physical Requirements | X | * 3 |
| 5.2.1 Drop Ball Impact Resistance | X | 7 |
| 5.2.2 Protector Acceptance Criteria | | |
| 5.2.3 Ignition | X | |
| 5.2.4 Corrosion Resistance of Metal Components | | plicable |
| 5.2.5 Minimum Coverage Area | X | I |
| 5.3 Minimum Lens Thickness | 5.000 | plicable |
| 5.4 Marking Requirements | X | T |
| 5.5 Other Requirements | | plicable |
| 5.6 Replaceable Lenses | | plicable |
| | | |
| 5.7 Aftermarket Components | Not ap | plicable |
| 6. Impact Protector Requirements | | 4 |
| 6.1 General | | 90 |
| 6.1.1 Impact Rated Protectors | | |
| 6.1.2 Frames and Shells | | 2 and 6.2.3 |
| 6.1.3 Lateral (Side) Coverage | X | |
| 6.2 Impact Requirements | | |
| 6.2.1 Protector Acceptance Criteria | | |
| 6.2.2 High Mass Impact | X | |
| 6.2.3 High Velocity Impact | X | 1 0 |
| 6.2.4 Penetration Test (Lens Only) | X | |
| 6.2.5 Prescription Lens Material Qualification | Not ap | plicable |
| 6.2.6 Prescription Lens Mounting Qualification | | plicable |
| 6.3 Additional Impact Requirements for Specific Protector Types | | 1 |
| 6.3.3 Prescription Lens Carriers Behind Plano Protectors | | |
| -6.1.3 Lateral (Side) Coverage | X | |
| -6.2.2 High Mass Impact | X | |
| -6.2.3 High Velocity Impact | X | 1 |
| 7. Optical Radiation Protector Requirements | A | |
| 7.1 Transmittance of Lenses | _ | - |
| | 0- | 2.5.4 |
| 7.1.1 Optional Transmittance Attributes (Markings) | | e 5.4 |
| 7.1.2 Clear and Filter Lenses | X | 1: 11 |
| 7.1.3 Automatic Darkening Welding Filter Lenses | | plicable |
| 7.1.4 Visible Light Filters | X | |
| 7.1.5 Variation in Luminous Transmittance (Welding Filter) | | plicable |
| 7.2 Transmittance of Housings | | plicable |
| 8. Droplet and Splash, Dust, and Fine Dust Protector Requirements | Not ap | plicable |





10 Pandan Crescent #05-03/04 (LL2), Singapore 128466 Date: 01 August 2016 Report: T9333-02-1

Issue: 2 Page: 3 of 10

Results:

5.1.1 Optical Quality; Result: Pass

Lenses are free of striae, bubbles, waves and other visible defects which would impair their optical quality.

5.1.2 Luminous Transmission (Clear Lenses)

| Sample ID | Left (%) | Right (%) | Left/Right | Pass | Fail |
|--------------|----------|---------------------|------------|------|------|
| 3A-2 | 88.5 | 88.6 | 0.999 | X | |
| Requirement: | 100 ≥ | T _L ≥ 85 | N/A | | |

5.1.3 Haze (Clear Lens Only)

| Sample ID | Left (%) | Right (%) | Pass | Fail |
|--------------|----------|-----------|------|------|
| 3A-2 | 0.20 | 0.21 | X | |
| Requirement: | ≤ | 3 | | |

5.1.4 Refractive Power, Astigmatism, Resolving Power, Prism and Prism Imbalance for Plano Protectors

Refractive Power & Astigmatism

| C1- TD | le ID Left (m ⁻¹) Refractive Power Astigmatism | | Right (m ⁻¹) | | | D | F .:1 | |
|----------------|-------------------------------------------------------------|-------|--------------------------|------------------|-------|-------------|-------|------|
| Sample ID | | | Astigmatism | Refractive Power | | Astigmatism | Pass | Fail |
| Clear | | | | | | - | | |
| 3A-210 | 0.01 | -0.01 | 0.02 | 0.01 | -0.03 | 0.04 | X | |
| Grey Polarized | | | 1.1 | | | | ** | |
| 3B-210 | 0.01 | 0.00 | 0.01 | 0.01 | -0.02 | 0.03 | X | |
| Requirement: | +/- | 0.06 | ≤ 0.06 | +/- | 0.06 | ≤ 0.06 | " | |

Note: Tested in a simulated as worn position using a 19mm aperture.

Resolving Power

| Sample ID | Left | Right | Pass | Fail |
|----------------|--------|--------|------|------|
| Clear | | tu 155 | 0 0 | |
| 3A-210 | >20 | >20 | X | |
| Grey Polarized | | ैं। | | |
| 3B-210 | >20 | >20 | X | |
| Requirement: | ≥ Pati | ern 20 | W. | |

Note: Tested in a simulated as worn position using a 19mm aperture.

Prism and Prism Imbalance

| Sample ID | Prismatic Power (cm/m) | | Vertical | Horizontal | D. | 1220 |
|----------------|------------------------|-------|-----------------|---------------------------------------------|------|------|
| | Left | Right | Imbalance(cm/m) | Imbalance(cm/m) | Pass | Fail |
| Clear | | | | | | |
| 3A-210 | 0.19 | 0.23 | < 0.05 | 0.34 Base Out | X | |
| Grey Polarized | | | | | | |
| 3B-210 | 0.17 | 0.23 | < 0.05 | 0.42 Base Out | X | |
| Requirement: | ≤ (|).50 | ≤ 0.25 | Base Out ≤ 0.50 Base In ≤ 0.25 | | |

5.2 Physical Requirements; Pass

Protectors are free from projections, sharp edges or other defects which are likely to cause discomfort or injury during use.





10 Pandan Crescent #05-03/04 (LL2), Singapore 128466 Date: 01 August 2016 Report: T9333-02-1

Issue: 2 Page: 4 of 10

5.2.1 Drop Ball Impact Resistance

| Sample ID | Location | Pass F | Fail |
|----------------|----------|--------|------|
| Clear | | | |
| 3A-3 | Left | X | |
| 3A-4 | Right | X | |
| 3A-5 | Left | X | |
| 3A-6 | Right | X | |
| Grey Polarized | , 50 | | |
| 3B-2 | Left | X | |
| 3B-4 | Right | X | |
| 3B-5 | Left | X | |
| 3B-6 | Right | X | |

5.2.2 Protector Acceptance Criteria

When each type test is conducted as indicated above, a complete device shall fail if any of the following occurs:

- piece fully detached from the inner surface
- fracture
- penetration of the rear surface
- · lens not retained

5.2.3 Ignition; Result: Pass

Samples (Temple, Nose Pad, Rx Carrier, Frames, Brow Guard and Lenses) did not ignite or continue to glow after removal of the steel rod.

5.2.5 Minimum Coverage Area; Result; Pass

The eye wire and lens cover an area greater than 40 mm (1.57 in.) in width and 33 mm (1.30 in.) in height (elliptical) centered on the geometrical center of the lens.

5.4 Marking Requirements (Samples 3A, 3B, 3C, & 3D-xx)

| Component | Z87 Marking Present | Requirement | Pass | Fail |
|------------------------------------|---------------------|------------------------------------------------------------------------------------------|------|------|
| Front | S Z87 + | Front and at least One Temple: | | |
| Left Temple | S Z87 + | "Manufacturers Mark" | X | |
| Right Temple | None | Impact Rated Plano "Z87+" | | |
| Rx Carrier | S | "Manufacturers Mark" Per clause 6.3.3 "No other Z87 Mark" | X | |
| Clear Lenses (Left and Right) | S + U6 | "Manufacturers Mark" Impact Rating "+" | Х | |
| Grey Polarized (Left and Right) | S + U6 L3 | Lens Type (if applicable): Ultraviolet Filter Scale "U#" Visible Light Filter Scale "L#" | X | |

Markings shall be sequential.





Issued to: PDS International Pte Ltd Date: 01 August 2016
10 Pandan Crescent Report: T9333-02-1

#05-03/04 (LL2), Issue: 2 Singapore 128466 Page: 5 of 10

6.1.3 Lateral (Side) Coverage; Result: Pass

Protectors with and without Rx Carriers provide continuous lateral coverage (i.e. no openings greater than 1.5mm (0.06 in.) in diameter) from the vertical plane of the lenses tangential to a point not less than 10 mm (0.394 in.) posterior to the corneal plane and not less than 10 mm (0.394 in.) in height above and not less than 10 mm (0.394in.) in height below the horizontal plane centered on the eyes of the headform. The probe does not contact the headform within the defined coverage area.

6.2.1 Protector Acceptance Criteria

When each type test is conducted as indicated in Sections 6.2.2, 6.2.3 and 6.2.4 and, as applicable Section 6.2.6, a complete device shall fail if any of the following occurs:

- piece fully detached from the inner surface
- fracture
- penetration of the rear surface
- · lens not retained
- for the high-velocity test, the unaided eye observes any piece adhering to the contact paste, or observes contact paste on the projectile or complete device.

In the case of plano protectors with a prescription lens carrier, contact of the prescription lens carrier with the headform does not constitute a failure.

6.2.2 High Mass Impact

| Sample ID | Location | Pass | Fail |
|----------------|----------|------|------|
| Clear | | | |
| 3A-201 | Right | X | |
| 3A-202 | Left | X | |
| 3A-203 | Right | X | |
| 3A-204 | Left | X | |
| Grey Polarized | | | |
| 3B-201 | Right | X | |
| 3B-202 | Left | X | |
| 3B-203 | Right | X | |
| 3B-204 | Left | X | |

6.2.3 High Velocity Impact

| Sample ID | Location | Velocity (ft/sec) | Pass | Fail |
|----------------|------------------|-------------------|------|------|
| Clear | | 187(ca.65) | | |
| 3A-204 | Right 0° | 153.0 | X | |
| 3A-205 | Right 30° | 152.5 | X | |
| 3A-206 | Right 90° ↑ 10mm | 151.9 | X | |
| 3A-207 | Left 0° | 151.3 | X | |
| 3A-208 | Left 30° | 151.6 | X | |
| 3A-209 | Left 90° ↓ 10mm | 152.0 | X | |
| Grey Polarized | | | | |
| 3B-204 | Right 0° | 151.3 | X | |
| 3B-205 | Right 30° | 152.6 | X | |
| 3B-206 | Right 90° ↑ 10mm | 152.0 | X | |
| 3B-207 | Left 0° | 151.4 | X | |
| 3B-208 | Left 30° | 152.0 | X | |
| 3B-209 | Left 90° ↓ 10mm | 151.8 | X | |





10 Pandan Crescent #05-03/04 (LL2), Singapore 128466 Date: 01 August 2016 Report: T9333-02-1

Issue: 2 Page: 6 of 10

6.2.4 Penetration Test (Lenses Only)

| Sample ID | Location | Pass | Fail |
|----------------|----------|------|------|
| Clear | 2.5 | | |
| 3A-17 | Right | X | |
| 3A-18 | Left | X | |
| 3A-19 | Right | X | |
| 3A-20 | Left | X | |
| Grey Polarizea | | | |
| 3B-17 | Right | X | |
| 3B-18 | Left | X | |
| 3B-19 | Right | X | |
| 3B-20 | Left | X | |

6.3.3 Prescription Lens Carrier Behind Plano Protectors

Plano protectors designed to accept prescription lenses held by a prescription carrier behind the plano lenses shall be tested as a complete device, and shall meet the requirements of 6.1.3, 6.2.2 and 6.2.3, if the plano protector is impact-rated. Testing shall be done with prescription lenses in powers of -5.00D and +5.00D. Prescription lens carriers used behind plano protectors shall be marked with the manufacturer's mark or logo but shall not be marked with other Z87 markings.

-High Mass Impact

| Sample ID | Location | Pass | Fail |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------|
| +5.00 | NA CONTRACTOR OF THE CONTRACTO | | |
| 3C-204 | Right | X | |
| 3C-201 | Left | X | |
| 3C-205 | Right | X | |
| 3C-203 | Left | X | |
| -5.00 | | | |
| 3D-204 | Right | X | |
| 3D-205 | Left | X | |
| 3D-206 | Right | X | |
| 3D-207 | Left | X | |

-High Velocity Impact

| Sample ID | Location | Velocity (ft/sec) | Pass | Fail |
|-----------|------------------|-------------------|------|------|
| +5.00 | | - | | |
| 3C-201 | Right 0° | 152.9 | X | |
| 3C-202 | Right 30° | 152.9 | X | Ď. |
| 3C-203 | Right 90° ↑ 10mm | 151.7 | X | |
| 3C-204 | Left 0° | 151.8 | X | |
| 3C-205 | Left 30° | 152.2 | X | |
| 3C-206 | Left 90° ↓ 10mm | 151.4 | X | |
| -5.00 | 1865 - M | | | |
| 3D-201 | Right 0° | 152.8 | X | |
| 3D-202 | Right 30° | 151.9 | X | |
| 3D-203 | Right 90° ↑ 10mm | 151.9 | X | |
| 3D-204 | Left 0° | 151.4 | X | |
| 3D-205 | Left 30° | 151.9 | X | Ì |
| 3D-206 | Left 90° ↓ 10mm | 151.4 | X | |





10 Pandan Crescent #05-03/04 (LL2), Singapore 128466 Date: 01 August 2016

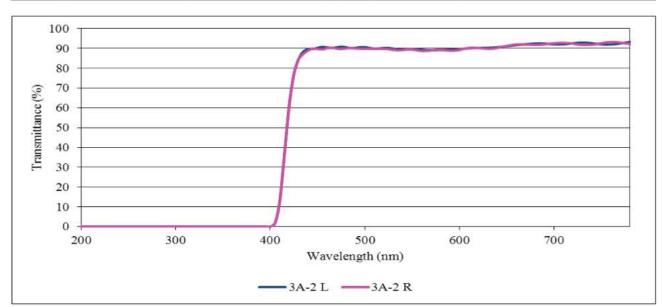
Report: T9333-02-1

Issue: 2 Page: 7 of 10

7.1.2 Transmittance of Lenses; Clear and Filter Lenses- Clear

-Ultraviolet Filters (Table 7)

| Sample: | 3A-2L | 3A-2R | Requirement (U6) | Pass | Fail |
|---------------------------------|---------|---------|------------------|------|------|
| Far-Ultraviolet (200 to 315nm) | 0.00011 | 0.00011 | ≤ 0.01% | X | |
| Near-Ultraviolet (315 to 380nm) | 0.00013 | 0.00013 | ≤ 0.1% | X | |







10 Pandan Crescent #05-03/04 (LL2), Singapore 128466 Date: 01 August 2016

8 of 10

Report: T9333-02-1 Issue: 2

Page:

7.1.2 Transmittance of Lenses; Clear and Filter Lenses - Grey Polarized

-Ultraviolet Filters (Table 7)

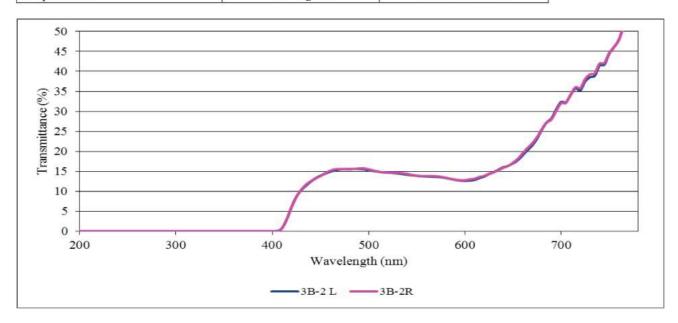
| Sample: | 3B-2L | 3B-2R | Requirement (U6) | Pass | Fail |
|---------------------------------|---------|---------|------------------|------|------|
| Far-Ultraviolet (200 to 315nm) | 0.00002 | 0.00002 | ≤ 0.01% | X | |
| Near-Ultraviolet (315 to 380nm) | 0.00002 | 0.00002 | ≤ 0.1% | X | |

-Visible Light Filters (Table 9)

| | Sample: | 3B-2L | 3B-2R | Requirement (L3) | Pass | Fail |
|---------------------------------|---------|-------|-------|------------------|------|------|
| Luminous (T _L)-ILLA | 1 | 14.0 | 14.2 | 8.5 to 18% | X | |

-Special Purpose Lenses (Table 10)

| 76.1. 37 | Sample: | Left (%) | Right (%) | Left/Right | Pass | Fail |
|---------------------------------|---------|----------|-------------|-------------------------|------|------|
| Luminous (T _L)-ILLA | | 13.7 | 13.8 | 0.987 | X | |
| Requirement: | | 85 > | $T_1 \ge 8$ | $1.10 \ge L/R \ge 0.90$ | | 2 |







10 Pandan Crescent #05-03/04 (LL2), Singapore 128466 Date: 01 August 2016

Report: T9333-02-1

Issue: 2 Page: 9 of 10

7.1.4 Visible Light Filters (ANSI Z80.3-2008) Transmittance Requirements – Grey Polarized

| Sample ID: | 3B-2L | 3B-2R | Requirement (Medium to Dark) | Pass | Fail |
|-----------------------------------|------------------------|------------------|---------------------------------|------|------|
| 4.6.1 Luminous Transmittance | | | 10 | b) | |
| Luminous (Tv) - ILLC | 14.1 | 14.2 | 8 to 40% | X | |
| 4.6.2 Mean Transmittance | | | · | | |
| UVB (280 to 315nm) | 0.00002 | 0.00002 | ≤ 1% | X | |
| UVA (315 to 380nm) | 0.00002 | 0.00002 | ≤ 0.5Tv | X | |
| 4.6.3 Transmittance Properties F | Related to Traffic Sig | gnal Recognition | | | |
| 4.6.3.1 Color Limits | | | | | |
| Yellow (x,y) | 0.582, 0.416 | 0.583, 0.417 | C - ANGL 700 2 | X | |
| Green (x,y) | 0.202, 0.406 | 0.202, 0.406 | See ANSI Z80.3 | X | |
| D65 (x,y) | 0.314, 0.339 | 0.314, 0.339 | Figure 1 | X | |
| 4.6.3.2 Traffic Signal Transmitta | ince | | | | |
| Luminous (Tv) - ILLC | 14.1 | 14.2 | ≥ 8% | X | |
| Red | 16.4 | 16.5 | ≥ 8% | X | |
| Yellow | 13.9 | 14.0 | ≥ 6% | X | |
| Green | 14.3 | 14.4 | ≥ 6% | X | |
| 4.6.3.3 Spectral Transmittance | | | 100 | | |
| Min. 475 to 650nm | 12.6 | 12.8 | ≥ 0.2Tv | X | |
| 4.7.1 Polarizing Lens - Luminou | s (Tv) – ILLC | £ | | | |
| Parallel | 29.0 | 29.4 | | | |
| Perpendicular | < 0.1 | < 0.1 | | | |
| Ratio | >290 | >294 | Type I > 20 | X | |

UVB and UVA limits are for High or Prolonged Exposure.





T9333-02-1

10 of 10

2

Issued to: PDS International Pte Ltd

10 Pandan Crescent #05-03/04 (LL2), Singapore 128466

Sample Photographs:



Clear



Clear with +5.00 Prescription Lens Carrier



Date:

Issue:

Page:

Report:

Grey Polarized



Clear with -5.00 Prescription Lens Carrier



TERMS AND CONDITIONS

- Client acknowledges that ICS Laboratories (ICS) performs testing services only as specified by Client. ICS does not design, warrant, supervise or monitor compliance of products or services except as specifically agreed to in writing. By their very nature, testing, analysis, and other ICS services are limited in scope and subject to expected measurement variability.
- Client or Client's authorized representative shall be afforded the opportunity to clarify test requests and reasonable access to monitor test work, provisional to protecting the confidentiality of other clients.
- ICS shall keep documents and information related to Client confidential and will not disclose any such information to third parties without Client permission. ICS will, however, disclose any such information in response to compulsory legal process after providing Client with a copy of such process.
- 4. ICS Reports apply only to the standards or procedures identified therein and to the sample (s) tested and or inspection (s) made. Test and/or inspection results are not indicative or representative of the qualities of the lot from which the sample was taken or of apparently identical or similar products.
- 5. ICS Test Reports and their insignia are for the exclusive use of the Client. Reports, in their entirety, may be utilized at the discretion of Clients and/or their authorized agents for purposes including, but not limited to, research & development, recordkeeping, product packaging, educational and promotional materials in various formats, certification, and compliance. As an accredited independent testing laboratory, ICS maintains an interest in preventing the misrepresentation of the contents of its test reports. As such, Clients may NOT use, reproduce or otherwise disseminate excerpted, partial, redacted or otherwise altered ICS test reports without the prior review of such use by ICS and the granting of its written approval. Further, Clients are prohibited from manipulating data and/or extrapolatingfrom-it statistics or conclusions that contradict or eclipse the empirical results of testing as reflected by the totality of the report. Clients are to refrain from utilizing ICS Test Reports and/or the ICS logo in a manner that suggests any extra-report conclusions are provided and/or endorsed by ICS Laboratories.
- Any use by Client of ICS's Reports or the information contained therein is conditioned on timely payment of all fees.
- The name(s) listed as the "Issued to" party on test reports may not reflect the actual entity submitting and/or contracting the assessment.
- 8. ICS shall retain copies of testing job files (including reports) for a period of at least six (6) years and when applicable, evidentiary test samples for the length of time as deemed appropriate after which time they may be disposed of at management's discretion. If Client requests additional copies of Reports during this period, an additional charge will apply for the preparation and delivery of such reports.
- Test reports are valid for certification purposes for one year from date of issue, inclusive of retest or variant additions which must be performed within one year of date of issue to avoid full retest.
- Client is responsible for procuring, at its cost, insurance protecting the value of its property and samples.
- 11. For the safety of our personnel, Client must advise if samples are known or suspected to contain hazardous substances. Safety Data Sheets must be provided upon request if available.
- 12. ICS represents that Services shall be performed within the limits agreed with Client, and in a manner consistent with good laboratory practice. NO OTHER REPRESENTATIONS TO CLIENT, EXPRESS OR IMPLIED, AND NO WARRANTY OR GUARANTEE IS INCLUDED OR INTENDED IN THIS

- AGREEMENT, OR IN ANY OTHER REPORT, OPINION OR DOCUMENT RELATED TO THE SERVICES. ICS DOES NOT GUARANTEE PRODUCT COMPLIANCE OR CERTIFICATION.
- ICS hereby objects to any conflicting terms contained in any order or acceptance submitted by Client.
- 14. Schedules are confirmed upon acceptance of quotation. All reasonable efforts will be made to comply with conferred schedule. Guarantees are neither implied nor promised.
- Certain work may be subcontracted to ICS authorized affiliate laboratories as required or applicable. Client will be made aware of subcontracted work.
- 16. Client agrees to pay any and all additional costs associated with unexpected or above-standard communications and/or consultations with Client or third parties as designated by Client.
- 17. Client agrees to pay any and all additional costs for work additional to the original scope of work as agreed to by Client.
- 18. Client understands and agrees that ICS, in entering into this Contract and by performing services hereunder, does not assume, abridge, abrogate or undertake to discharge any duty or responsibility of Client to any other party or parties. No one other than Client shall have any right to rely on any Report or other representation of conduct of ICS and ICS disclaims any obligations of any nature whatsoever with respect to such person.
- 19. Client agrees, in consideration of ICS undertaking to perform the test(s) hereunder, to protect, defend and indemnify ICS from any and all claims, damages, expenses either direct or consequential for injuries to persons or property arising out of or in consequence of the performance of the testing, inspection and reporting hereunder and/or the performance of the products tested or inspected hereunder, UNLESS CAUSED BY THE NEGLIGENCE OF ICS.
- 20. IT IS AGREED THAT IF ICS SHOULD BE FOUND LIABLE FOR ANY LOSSES OR DAMAGES ATTRIBUTABLE TO THE SERVICES HEREUNDER IN ANY RESPECT, ITS LIABILITY SHALL IN NO EVENT EXCEED THE AMOUNT OF THE FEE PAID BY CLIENT FOR SUCH SERVICES AND CLIENT'S SOLE REMEDY AT LAW OR IN EQUITY SHALL BE THE RIGHT TO RECOVER UP TO SUCH AMOUNT.
- 21. Quotations are valid for 30 days from date of issue. Terms: 30% Laboratory/Testing fees invoiced and payable upon acceptance of quotation. Remaining fees invoiced and payable upon completion of services, 15 days net. Cancelled jobs will be invoiced for work performed and/or set-up costs incurred. Cancelled Purchase Orders are subject to 10% service charge. Shipping costs incurred by ICS will be invoiced at cost +10% handling fee. A minimum USD \$25.00 handling fee will be also invoiced. For shipping costs incurred by Client, ICS will invoice a minimum USD \$25.00 handling fee.
- 22. In the event that payment is not received within 15 days of invoice date, Client agrees to pay a late payment charge on the unpaid balance equal to 1-1/2% per month or the maximum charge allowed by law, whichever is less, and all costs and expenses, including attorney's fees where recovery of the same is not prohibited by law, incurred by ICS in collecting such invoices.
- 23. All costs associated with compliance with any subpoena (s) for documents, testimony in a court of law, or for any other purpose relating to work performed by ICS in connection with work performed for that Client, shall be paid by Client. Client shall also pay ICS's then existing standard fee for consulting, deposition and trial testimony and all expenses related thereto.
- Cancelled/discontinued orders: Client responsible for all administrative and testing charges up to point of cancellation.

ICS Laboratories, Inc. · 1072 Industrial Parkway North · Brunswick · Ohio · 44212 · USA