







COST PLUS TEST REPORT

COST PLUS WORLD MARKET
200 FOURTH ST
OAKLAND, CA 94607

ATTN: CPWM QA
CC:

JIANGMEN YUANSHENG HARDWARE CO.,LTD
NO.67 XIANGHE RD,TANGBIAN INDUSTRIAL
PARK,CHAOLIAN TOWN,PENGJIANG DISTRICT
JIANGMEN,GUANGDONG CHINA

CC: SUEY LU

LAB NO.: (6213) 333-0043
DATE IN: NOV. 29, 2013
DATE OUT: DEC. 09, 2013
MOD. LOG IN: -
WORKING DAYS: 6
REVISED DATE: -
PAGE: 3 of 15

OVERALL RATING	
X	_____

TESTING FOR
FILTER CARTRIDGE (V9)
CSTP - 04157 - US
WATER BASKET / TRASH CONTAINERS (V11)
CSTP - 06570 - US
NON-CPSIA REQUIREMENTS SUPPLEMENT (V6)
CSTP - 08443 - US

DEVELOPMENT <input type="checkbox"/>		PRODUCTION <input checked="" type="checkbox"/>		OTHER <input type="checkbox"/>	
Sample Submitted Via BV Sample Collection:		YES		NO	X
Sample Description: METAL COMPOST BUCKET WITH HERBS DECAL (20PCS WITH PACKAGE)					
Manufacturer:	JIANGMEN YUANSHENG HARDWARE CO.,LTD		Country of Origin:		CHINA
SKU/Style No.:	STYLE NAME: S1602457B STYLE/MODEL NUMBER: S1602457B SKU# : 472223		Color:		IVORY/ GREEN
Re-test:	Yes:		No:	X	Charge Vendor: Yes: X No:
Dept #:	13				
Previous Report No.:	-				
Revised Report:	Yes:		No:	X	
Reason For Revision:	-				
Partial Testing	Yes:		No:	X	
Approved by:	-				
Email Information:	-				



EXECUTIVE SUMMARY:

NIL

REMARK:

1. The sample was submitted production package including country of origin, item description, name of **Cost Plus, Inc.**, city, state, Zip Code & UPC code.
2. No street address for the manufacturer, packer or distributor was provided. Street address is required per FPLA/UPLR, unless it can be found in a local city or telephone directory. The presence of the street address in a local directory has not been verified

Remark: BVCPs Contact information for this report.

Technical questions:

Primary Contact: Andy Lin, Tel: 886-2-2895-3666#280, email: andy.lin@tw.bureauveritas.com

Back-up Contact: Chad Hsieh, Tel: 886-2-2895-3666#302, email: chad.hsieh@tw.bureauveritas.com

Concerns regarding billing:

Primary Contact: Julie Liang, Tel: 886-2-2895-3666#307, email: julie.liang@tw.bureauveritas.com

Back-up Contact: Vicki Chang, Tel: 886-2-2895-3666#3.5, email: vicki.chang@tw.bureauveritas.com

**BUREAU VERITAS CONSUMER PRODUCTS SERVICES (H.K.) LIMITED,
TAIWAN BRANCH**

**CHAD HSIEH
HARDLINE OPERATION MANAGER**

REMARKS:

1. This report is intended for your exclusive use. Any copying or replication of this report to or for any other person or entity, or use of our name or trademark, is permitted only with our written permission.
2. Our report is limited to the test samples identified herein. The results set forth in this report are not necessarily indicative or representative of the statistical quality or characteristics of the lot from which a test sample was taken or any similar or identical product unless specifically and expressly noted.
3. Our report includes all the tests requested by you and the results thereof. You shall have thirty days from receipt of this report to request additional testing of the samples or to notify us of any errors or omissions relating to our report; provided, however, such notice shall be in writing and shall specifically address the issue you wish to raise. A failure to raise such issue within the prescribed time shall constitute your unqualified acceptance of the completeness of this report, the tests conducted and the correctness of the report contents.



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RESULTS:

TOTAL LEAD CONTENT IN SURFACE COATING

Parameter	Unit	Result	Client's Limit
		1	
Total Lead (Pb)	mg/kg	< 10	600
CONCLUSION	-	PASS	-

Test Item 1: Multi-color coating (on metal compost bucket)

Note: " $<$ " = less than
mg/kg = milligram per kilogram
" $*$ " = Regulatory limit divided by the number of composites

Method: AOAC 974.02 modified. The lead content was analyzed by Atomic Absorption Spectrophotometer.

Remark: Client's limit is with reference to 16 CFR 1303



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COST PLUS INC TEST PROTOCOL FOR
CSTP - 04157 - US
FILTER CARTRIDGE (V9)
<APPROVED>

Evaluation	Citation / Method	No. of Samples	Criteria	Results	Rating
SUPPLEMENTAL PROTOCOLS					
Note: Additional cost, sample size & TAT may be required if testing to 1 or more supplemental protocol is necessary. Please refer to the above referenced supplemental protocol(s) for additional information.					
* CA Prop 65	Applicable Section from Protocol CSTP-6572	1	[Additional test/cost only if product is applicable to CA Prop 65. See Prop 65 protocols CSTP-6572 and MC-6572 for list of applicable products] All samples shall be reviewed against the requirements of California Proposition 65 to determine if additional testing or labeling is required.	NA	-
* Non-CPSIA Requirements	CSTP-GB-PTCL-08443-US	1	All samples shall be reviewed against the requirements of Non-CPSIA Requirements supplemental protocol to determine if additional testing or labeling is required.	NA	-
LABELING					
Note: Photos of all product labeling must be included with report if present: including but not limited to Candle Warning Labels, Law Labels, CPSA Labeling (Small Parts, Small Balls, etc.), CPSIA Tracking Labels, Ingredient Lists and CARB Label.					
# One time use products - fair packaging and labeling act - or all other products - uniform packaging and labeling regulations	F.P. and L. Act (16 CFR 500) / NIST Uniform Laws and Regulations Handbook 130	1	[OPTIONAL LABELING ONLY WHEN PACKAGING OR ARTWORK IS PROVIDED (not applicable for open stock items using UPC ticket)- DATA ONLY PER CLIENT REQUEST] Manufacturer, packer, or distributor's name & address (city, state & zip)	No street address for the manufacturer, Packer or distributor was provided.	DATA
# One time use products - fair packaging and labeling act - or all other products - uniform packaging and labeling regulations	F.P. and L. Act (16 CFR 500) / NIST Uniform Laws and Regulations Handbook 130	1	[OPTIONAL LABELING ONLY WHEN PACKAGING OR ARTWORK IS PROVIDED (not applicable for open stock items using UPC ticket)- DATA ONLY PER CLIENT REQUEST] Product Identification	M	DATA



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CSTP - 04157 - US
FILTER CARTRIDGE (V9)
<APPROVED>

Evaluation	Citation / Method	No. of Samples	Criteria	Results	Rating
# One time use products - fair packaging and labeling act - or all other products - uniform packaging and labeling regulations	F.P. and L. Act (16 CFR 500) / NIST Uniform Laws and Regulations Handbook 130	1	[OPTIONAL LABELING ONLY WHEN PACKAGING OR ARTWORK IS PROVIDED (not applicable for open stock items using UPC ticket)- DATA ONLY PER CLIENT REQUEST] Net quantity of contents shall be expressed in terms of weight or mass, measure, numerical count, or combination so as to give accurate information to facilitate consumer comparison (U.S. and metric units).	M	DATA
# Country of origin marking	19 CFR 134	1	[OPTIONAL LABELING ONLY WHEN PACKAGING OR ARTWORK IS PROVIDED (not applicable for open stock items using UPC ticket)- DATA ONLY PER CLIENT REQUEST] Shall indicate country of origin legibly, permanently, and in comparable size and close proximity to any mention of country other than country in which the article was manufactured or produced. Must be visible at point of purchase.	M Made In China	DATA
# Use labeling	Visual / CPSD-HL-01057-MTHD	1	[OPTIONAL LABELING ONLY WHEN PACKAGING OR ARTWORK IS PROVIDED (not applicable for open stock items using UPC ticket)- DATA ONLY PER CLIENT REQUEST] Use / care instructions that are clear and understandable shall be provided in language appropriate to destination countries.	NA	-
PHYSICAL CHARACTERISTICS					
Dimensions	Standard measure / CPSD-HL-01056-MTHD	1	Report overall dimensions; shall meet label claims (If applicable)	A: 6-1/2inDIA x 1/4inH B: 5-1/8inL x 4-1/4inW x 1/2inH	-
Weight	Standard measure / CPSD-HL-01056-MTHD	1	Report overall weight; shall meet label claims (If applicable)	A: 9.4g B: 9.2g	-



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CSTP - 04157 - US
FILTER CARTRIDGE (V9)
<APPROVED>

Evaluation	Citation / Method	No. of Samples	Criteria	Results	Rating
Parts inventory	CPSD-GB-01057-MTHD	1	Shall meet label claims.	M C: 1 Charcoal Filter R: 1 Charcoal Filter	PASS
WORKMANSHIP					
Sharp points and sharp edges	16 CFR 1500.48 / 16 CFR 1500.49 modified	All	Shall have no sharp points/edges, other than those required for function. Mod.=expanded scope to other products	M	PASS
Defects	Visual / CPSD-HL-01057-MTHD	All	Shall have no discernible surface degradation, including crazing, shivering, denting, bubbles, cracks, stains, deformations, chips, fractures, heavy lines, waves, shear marks, scratches, scuff marks, indentations, or blisters.	M	PASS
Workmanship	Visual / CPSD-HL-01057-MTHD	-	Shall have no components missing, malformed or fractured	M	PASS
Material quality	Visual / CPSD-HL-01057-MTHD	All	Suitable for intended use	M	PASS
PERFORMANCE					
Actual use - functionality - not covered by other tests	Actual use / CPSD-HL-01058-MTHD	All	Shall function as intended as received	M	PASS
Filtration	CPSD-HL-01058-MTHD / Actual use	1	Shall be as claimed or shall filter effectively without affecting water flow. Measure the volume of water for 30 seconds before and after the installation of filter. The difference of the water volume shall within 10%.	M	PASS
Resistance to corrosion	ASTM B117-11 modified / CPSD-HL-01010-MTHD	--	[Outdoor products] [Applicable to samples / sample components constructed of metal or samples with metallic coatings that can be exposed to the environment] Shall withstand 24 hours in 1% salt spray (fog) with no noticeable oxidation / corrosion / visual changes. Modification = 1% salt spray (fog).	NA	-

NOTE: The asterisk * signifies additional test/cost only if applicable to product. Additional costs are noted at bottom of protocol under Additional Charges

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Key:

* Additional Charge For This Test
 ** Mandatory Requirement
 # By Request Only

Result Key:

C Claimed
 R Recorded
 M Meets
 NM Does Not Meet
 NA Not Applicable
 NT Not Tested

Rating Key:

PASS Pass
 FAIL Fail

No. Of Samples Required for Complete Testing	3
No. Of (Fully Packed) Cartons For Transit Testing:	1
No. Of Working Days For Complete Testing:	7

Client Approval: JANUARY 09, 2013 /
 Keith Hooper
 Creation Date: DECEMBER 10, 2009
 Last Revision Date: DECEMBER 21, 2012
 Pricing Review Date:
 Technical Review
 Date:



BV Lab Number: (6213) 333-0043
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**COST PLUS INC TEST PROTOCOL FOR
 CSTP - 06570 - US
 WATER BASKET / TRASH CONTAINERS (V11)**

Evaluation	Citation / Method	No. of Samples	Criteria	Results	Rating
SUPPLEMENTAL PROTOCOLS					
Note: Additional cost, sample size & TAT may be required if testing to 1 or more supplemental protocols is necessary. Please refer to the above referenced supplemental protocol(s) for additional information.					
* CA Prop 65	Applicable Section from Protocol CSTP-6572	1	[Additional test/cost only if product is applicable to CA Prop 65. See Prop 65 protocols CSTP-6572 and MC-6572 for list of applicable products] All samples shall be reviewed against the requirements of California Proposition 65 to determine if additional testing or labeling is required.	NA	-
* CPSIA Requirements	CSTP-GB-PTCL-08444-US	1	All samples shall be reviewed against the requirements of CPSIA Requirements supplemental protocol to determine if additional testing or labeling is required.	M	PASS
LABELING					
Note: Photos of all product labeling must be included with report if present: including but not limited to Candle Warning Labels, Law Labels, CSPA Labeling (Small Parts, Small Balls, etc.), CPSIA Tracking Labels, Ingredient Lists and CARB Label.					
Cleaning Instructions	CPSD-HL-01057-MTHD / Visual	All	Shall be properly labeled and adequate for use	M	PASS
Verify label claims - additional charges may apply	CPSD-HL-01057-MTHD / Visual	All	Must comply with tested claims	M C: Hand wash R: No Failure After Hand wash NT: Charcoal Filter Traps Odors And Lasts Up To 6 Months	PASS
** One time use products Fair packaging and labeling act or All other products Uniform packaging and labeling regulations	F.P. & L. Act (16 CFR 500) OR NIST Uniform Laws and Regulations Handbook 130	1	[OPTIONAL LABELING ONLY WHEN PACKAGING OR ARTWORK IS PROVIDED (not applicable for open stock items using UPC ticket)- DATA ONLY PER CLIENT REQUEST] Manufacturer, packer, or distributor's name & address (City, State & Zip Code)	No street address for the manufacturer, Packer or distributor was provided.	DATA



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 Test Date: Nov. 29, 2013
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**CSTP - 06570 - US
WATER BASKET / TRASH CONTAINERS (V11)**

Evaluation	Citation / Method	No. of Samples	Criteria	Results	Rating
** One time use products Fair packaging and labeling act or All other products Uniform packaging and labeling regulations	F.P. & L. Act (16 CFR 500) OR NIST Uniform Laws and Regulations Handbook 130	1	[OPTIONAL LABELING ONLY WHEN PACKAGING OR ARTWORK IS PROVIDED (not applicable for open stock items using UPC ticket)-DATA ONLY PER CLIENT REQUEST] Product Identification	M	DATA
** One time use products Fair packaging and labeling act or All other products Uniform packaging and labeling regulations	F.P. & L. Act (16 CFR 500) OR NIST Uniform Laws and Regulations Handbook 130	1	[OPTIONAL LABELING ONLY WHEN PACKAGING OR ARTWORK IS PROVIDED (not applicable for open stock items using UPC ticket)-DATA ONLY PER CLIENT REQUEST] Net quantity of contents shall be expressed in terms of weight or mass, measure, numerical count, or combination so as to give accurate information to facilitate consumer comparison (U.S. and metric units).	M	DATA
** Country of origin marking	19 CFR 134	1	[OPTIONAL LABELING ONLY WHEN PACKAGING OR ARTWORK IS PROVIDED (not applicable for open stock items using UPC ticket)-DATA ONLY PER CLIENT REQUEST] Shall indicate country of origin legibly, permanently, and in comparable size and close proximity to any mention of country other than country in which the article was manufactured or produced. Must be visible at point of purchase.	M Made In China	DATA
Use labeling	Visual / CPSD-HL-01057-MTHD	1	Use / care instructions that are clear and understandable shall be provided in language appropriate to destination countries.	M	PASS
PHYSICAL CHARACTERISTICS					
Weight	CPSD-HL-01056-MTHD / Standard measure	1	Within +5% Of Claimed	1014g	-
Diameter	CPSD-HL-01056-MTHD / Standard measure	1	Within +5% Of Claimed	7.4inDIA	-



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**CSTP - 06570 - US
 WATER BASKET / TRASH CONTAINERS (V11)**

Evaluation	Citation / Method	No. of Samples	Criteria	Results	Rating
Dimensions - depth	CPSD-HL-01056-MTHD / Standard measure	1	Within +5% Of Claimed	8.5in	-
Capacity	CPSD-HL-06000-MTHD / Capacity	1	Within +5%/-0% Of Claimed	M C: 1.3gal R: 1.3gal	PASS
WORKMANSHIP					
Workmanship	Visual / CPSD-HL-01057-MTHD	All	No major defects - burrs, sharp edges, flaws; glaze runs chips, cracks	M	PASS
Defects	Visual / CPSD-HL-01057-MTHD	All	Shall have no discernible surface degradation, including crazing, shivering, denting, bubbles, cracks, stains, deformations, chips, fractures, heavy lines, waves, shear marks, scratches, scuff marks, indentations, or blisters.	M	PASS
PERFORMANCE					
* Handle strength	In-house method / CPSD-HL-01027-MTHD	1	[If applicable] Shall withstand 2 times the total volume weight with no feailure	M	PASS
* Effects of humidity	CPSD-HL-01007-MTHD / Humidity	1	[Metal Components] No visual change after 24 Hrs. @ 95% RH & 100° F	M	PASS
* Resistance to corrosion	ASTM B117-11 modified / CPSD-HL-01010-MTHD	1	[Applicable to samples / sample components constructed of metal or samples with metallic coatings that can be exposed to the environment] Shall withstand 24 hours in 1% salt spray (fog) with no noticeable oxidation / corrosion / visual changes. Modification = 1% salt spray (fog).	M	PASS

Note: The asterisk * signifies additional test/cost only if applicable to product. Additional costs are noted at bottom of protocol under Additional Charges.

Key:

* Additional Charge For This Test

CN: (6213) 333-0043/TJ/AD



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** Mandatory Requirement
By Request Only

Result Key:

C Claimed
R Recorded
M Meets
NM Does Not Meet
NA Not Applicable
NT Not Tested

Rating Key:

PASS Pass
FAIL Fail

No. Of Samples Required for Complete Testing	4	Per Color
No. Of (Fully Packed) Cartons For Transit Testing:	1	
No. Of Working Days For Complete Testing:	5	

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Client Approval: SEPTEMBER 18, 2012 / Cathy Simmons
 Creation Date: NOVEMBER 26, 2002
 Last Revision Date: SEPTEMBER 19, 2012
 Pricing Review Date: MARCH 31, 2008
 Technical Review Date:



BV Lab Number: (6213) 333-0043
 Technician Name: JL
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COST PLUS INC TEST PROTOCOL FOR
CSTP - 08443 - US
NON-CPSIA REQUIREMENTS SUPPLEMENT (V6)
<APPROVED>

Evaluation	Citation / Method	No. of Samples	Criteria	Results	Rating
SCOPE: This protocol applies to all products					
ANALYTICAL					
* Total lead content in surface coatings	AOAC 974.02 modified / CPSD-AN-00001-MTHD	1	<p>All accessible surface coatings in the as received state on items outside of the scope of CPSIA shall not contain lead or lead components in which the lead content is in excess of 0.060% (600ppm) of the weight of the total content.</p> <p>Report actual results or include data table within report.</p> <p>Component testing is allowed. Compositing up to 4 like materials is allowed. The composite result will be evaluated against the adjusted limit (regulatory limit divided by the number of composites).</p> <p>Client Requirement</p>	M See Page 5	PASS

NOTE: The information presented under the "Criteria" of this protocol is for information only and does not replace the content of the standard. Details of the requirements should be referred to the original standards.

Key:
 * Additional Charge For This Test
 ** Mandatory Requirement
 # By Request Only

Result Key:
 C Claimed
 R Recorded
 M Meets
 NM Does Not Meet

CN: (6213) 333-0043/TJ/AD



**BUREAU
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NA Not Applicable
NT Not Tested

Rating Key:

PASS Pass
FAIL Fail

No. Of Samples Required for Complete Testing	6
No. Of (Fully Packed) Cartons For Transit Testing:	-
No. Of Working Days For Complete Testing:	7

BV Lab Number: (6213) 333-0043
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Client Approval: SEPTEMBER 19, 2012 / Cleo Ibe
Creation Date: JUNE 08, 2009
Last Revision Date: AUGUST 17, 2012
Pricing Review Date:
Technical Review
Date:

CONDITIONS OF TESTING

Bureau Veritas Hong Kong Limited ("BVHK"), a Hong Kong corporation, or a subsidiary or affiliate of it (collectively, the "Company"), as identified in a written report (the "Report") issued by BVHK or such subsidiary or affiliate, will conduct at the request of the Submitter ("Client"), the required tests specified on the on the submitted Test Request Form or the reverse side of this Test Request Form in accordance with, and subject to, the following terms and conditions (collectively, "Conditions"):

1. All orders for tests are subject to acceptance by the Company, and no order will constitute a binding commitment of the Company unless and until such order is accepted by it, as evidenced by the issuance of a written report ("Report"). The Report is issued solely by the Company, is intended for the exclusive use of Client and shall not be published, used for advertising purposes, copied or replicated for distribution to any other person or entity or otherwise publicly disclosed without the prior written consent of the Company. By submitting a request for services to the Company, Client consents to the disclosure to accreditation bodies of those records of Client relevant to the accreditation body's assessment of the Company's competence and compliance with relevant accreditation criteria. If Client anticipates using the Report in any legal proceeding, arbitration, dispute resolution forum or other proceeding, it shall so notify the Company prior to submitting the Report in such proceeding. The Company has no obligation to provide a fact or expert witness at such proceeding unless the Company agrees in advance to do so for a separate and additional fee. The Company may delegate the performance of all or a portion of the services hereunder to an affiliate, agent or subcontractor of the Company, and Client consents to such delegation.

2. The Report will set forth the findings of the Company solely with respect to the test samples identified therein. Unless expressly indicated in the Report, the results set forth in the Report are not intended to be indicative or representative of the quality or characteristics of the lot from which a test sample is taken, and Client shall not rely upon the Report as being indicative or representative of the lot or of the tested product in general. The Report will reflect the findings of the Company at the time of testing only, and the Company shall have no obligation to update the Report after its issuance. The Report will set forth the results of the tests performed by the Company based upon the written information provided to the Company as set forth in, or attached to, this Test Request Form. The Report will be based solely on the samples and written information submitted to the Company by Client.

3. The Company may, in its sole discretion, dispose of samples furnished to the Company for testing and not destroyed in the course of that testing.

4. The names, service marks, trademarks and copyrights of the Company and its affiliates (collectively, the "Marks") are and shall remain the sole property of the Company or its affiliates and shall not be used by Client except solely to the extent that Client obtains the prior written approval of the Company and then only in the manner prescribed by the Company. Client shall not contest the validity of the Marks or take any action that might impair the value or goodwill associated with the Marks or the image or reputation of the Company or its affiliates.

5. Unless a shorter period is provided for on the front of this Test Request Form, payment in full shall be due 30 days after the date of invoice. Interest shall be due on overdue amounts from the due date until paid at an interest rate of 1.5% per month or, if less, the maximum rate permitted by law. The Company reserves the right, at any time and from time to time, to revoke any credit extended to Client. Client shall reimburse the Company for any costs it incurs in collecting past due amounts, including court costs and fees and expenses of attorneys and collection agencies.

6. Client shall provide, or cause Client's suppliers and contractors to provide, on a timely basis, to the Company all documents and information necessary to enable the Company to properly perform its services.

7. Client represents and warrants to the Company that (a) each sample submitted is representative of the lot from which it was taken and is identical in all aspects to the products that will be shipped or sold to its customers (b) Client will cease to use and rely upon the Company's Report for any product whose properties are altered from the sample provided to the Company for testing and upon which the Report is based (c) Client accepts sole responsibility and liability for the accuracy of documents submitted to government or other regulatory bodies, including for avoidance of doubt, certificates of compliance required under the United States Consumer Product Safety Information Act and EU requirements under REACH regulations. This obligation for accuracy and liability shall apply even where the Company has provided assistance to Client in preparation of such documentation and Company shall assume liability only for its negligent acts and then only to the extent of the limitations of liability set forth in Article 13 of these terms and Conditions.

8. The Company shall undertake due care and ordinary skill in the performance of its services to Client, and the Client will hold the Company responsible only where such skill has not been exercised and, even in such event, only to the extent of the limitation of liability set forth herein.

9. Client understands and agrees that the Company is neither an insurer nor a guarantor, that the Company, by providing the services, does not take the place of Client or any third party including designers, manufacturers, agents, buyers, distributors or transportation or shipping companies, and that the Company disclaims all liability in such capacities. If and to the extent that Client releases any third party from its liabilities, obligations and duties with respect to the tested goods, Client will assume and undertake as its own such liabilities, obligations and duties. Client further understands that if it seeks assurance against loss or damage, it should obtain appropriate insurance.

10. If Client desires to assert a claim arising from or relating to (i) the performance, purported performance or non-performance of any services by the Company or (ii) the sale, resale, manufacture, distribution or use of any tested goods, it must submit that claim to the Company in a writing that sets forth with particularity the basis for such claim within 60 days from discovery of the potential claim and not more than six months after the date of issuance of the Report to Client. Client waives any and all such claims including, without limitation, claims that the Report is inaccurate, incomplete or misleading or that additional or different testing is required, unless and then only to the extent that Client submits a written claim to the Company within both such time periods.

11. CLIENT SHALL, HOLD HARMLESS AND INDEMNIFY THE COMPANY, ITS AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND SUBCONTRACTORS AGAINST ALL ACTUAL OR ALLEGED THIRD PARTY CLAIMS FOR LOSS, DAMAGE OR EXPENSE OF WHATSOEVER NATURE AND HOWSOEVER ARISING FROM OR RELATING TO (i) THE PERFORMANCE, PURPORTED PERFORMANCE OR NON-PERFORMANCE OF ANY SERVICES BY THE COMPANY, (ii) THE SALE, RESALE, MANUFACTURE, DISTRIBUTION OR USE OF ANY TESTED GOODS, OR (iii) BREACH OF CLIENT'S WARRANTIES UNDER ARTICLE 7 OF THIS AGREEMENT.

12. EXCEPT AS MAY OTHERWISE BE EXPRESSLY AGREED TO IN WRITING BY THE COMPANY AND NOTWITHSTANDING ANY PROVISION TO THE CONTRARY CONTAINED HEREIN OR IN ANY REPORT, NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, IS MADE BY THE COMPANY.

13. LIMITATIONS OF LIABILITY

(A) IN NO EVENT WHATSOEVER SHALL THE COMPANY BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES IN CONNECTION WITH, RELATING TO OR ARISING OUT OF THE REPORT, THE PRODUCT TESTED OR THE SERVICES PROVIDED BY THE COMPANY HEREUNDER, INCLUDING WITHOUT LIMITATION LOSS OF OR DAMAGE TO PROPERTY OR REPUTATION; OR LOSS OF INCOME, PROFIT OR USE.

(B) NOTWITHSTANDING ANY PROVISION TO THE CONTRARY CONTAINED HEREIN, AND IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS TO CLIENT AND THE COMPANY ASSOCIATED WITH THE TESTING SERVICES, THE RISKS HAVE BEEN ALLOCATED SUCH THAT UNDER NO CIRCUMSTANCES WHATSOEVER SHALL THE LIABILITY OF THE COMPANY TO THE CLIENT OR ANY THIRD PARTY IN RESPECT OF ANY CLAIM FOR LOSS, INDEMNITY, CONTRIBUTION, DAMAGE OR EXPENSE, OF WHATSOEVER NATURE OR MAGNITUDE, AND HOWSOEVER ARISING, EXCEED AN AMOUNT EQUAL TO FIVE (5) TIMES THE AMOUNT OF THE FEES PAID TO THE COMPANY FOR THE SPECIFIC SERVICES WHICH GAVE RISE TO SUCH CLAIM.

14. The Company shall not be liable for any loss or damage whatsoever resulting from any delay in the performance of its obligations hereunder or from the failure of the Company to provide its services within any time period for completion estimated by the Company, regardless of the cause of the delay or failure. In addition, if any event of force majeure or any event outside the control of the Company occurs, the Company may immediately cancel or suspend its performance hereunder without incurring any liability whatsoever to Client.

15. These Conditions shall be governed by, and construed in accordance with, the local laws of the country where the Company performs the testing services or, in the case of tests performed in Hong Kong, the laws of Hong Kong. Client waives the right to interpose any counterclaim or setoffs of any nature in any litigation arising hereunder. Any proceeding related to the subject matter hereof shall be brought, if at all, in the courts of the country where the Company performs the tests or, in the case of tests performed in Hong Kong, in the courts of Hong Kong. Client waives the right to interpose any counterclaim or setoffs of any nature in any litigation arising hereunder.

16. These Conditions and the Report represent the entire understanding of the parties hereto with respect to the subject matter hereof and the Report, and no modification, variance or extrapolation with respect thereto shall be permitted without the prior written consent of the Company.