

Company name:

ICP Test Report Certification Packet

Littelfuse, Inc.

Product Series:	Maxi Slo-Blo Blade Fuse		
Product #:	999 Series		
Issue Date:	January 15, 2014		
It is hereby certified by Littelfuse, Inc. that there is neither RoHS (EU Directive 2002/95/EC, 2011/65/EU)-restricted substance nor such use, for materials to be used for unit parts, for packing/packaging materials, and for additives and the like in the manufacturing processes. In addition, it is hereby reported to you that the parts and sub-materials, the materials to be used for unit parts, the packing/packaging materials, and the additives and the like in the manufacturing processes, are all composed of the following components. Issued by: JORDANUFF H. CABILAN			
	Issued by: JORDANUFF H. CABILAN		
	[Global EHS Engineer]		
(1) Parts, sub-materials a	and unit parts		
	vers the Maxi Slo-Blo Blade Fuse Series RoHS-Compliant series ured by Littelfuse, Inc.		
< Raw Materials U Please see Tab			
(2) The ICP data on all r Please see app	measurable substances propriate pages as identifed in Table 1		
Remarks :			



Table 1: List of Raw Materials covered by this report

Total Parts	Raw Material Part Number	Raw Material Description	Page(s)
1	057357	Base of Housing 999000-503	3-12
2	057884	Colorant of Housing 999000-503	13-22
3	425484	Foil	23-34
4	955410	Zinc Element	35-40
5	692536	Solder	41-46



Test Report Number: TWNC00299229

Date : Feb 25, 2013 Applicant: Littelfuse, S.A. de C.V.

> Blvd. Fausto Z. Martinez #1800 Col. Magisterio Seccion 38 C.P.

26070 Piedra Negras, Coahuila, Mexico

Sample Description:

One (1) group of submitted samples said to be : Part Description : VYDYNE 21SP-C Nylon

Part Number : 057357

Date Sample Received : Feb 19, 2013 Date Test Started : Feb 19, 2013

Test Conducted :

As requested by the applicant, for details please refer to attached pages.

Authorized by: On Behalf of Intertek Testing Services Taiwan Limited



K. Y. Liang Director





Test Conducted

(I) Test Result Summary:

Test Item	<u>Unit</u>	Test Method	Result Semitransparent plastic pellets	RL
Heavy Metal		T-7-1-1.	T	
Cadmium (Cd) Content	ppm	With reference to IEC 62321: 2008, by microwave digestion and determined by ICP-OES.	ND	2
Lead (Pb) Content	ppm	With reference to IEC 62321: 2008, by microwave digestion and determined by ICP-OES.	ND	2
Mercury (Hg) Content	ppm	With reference to IEC 62321: 2008, by microwave digestion and determined by ICP-OES.	ND	2
Chromium VI (Cr ⁶⁺) Content	ppm	With reference to IEC 62321: 2008, by alkaline digestion and determined by UV-Vis Spectrophotometer.	ND	1





Test Conducted

			Result	
Test Item	Unit	Test Method		DT.
TESC ICEIII	OIIIC	Test Method	Semitransparent	<u>RL</u>
			plastic pellets	
Polybrominated Biphenyls (PBBs)	Т	I	l I	
Monobrominated Biphenyls	ppm		ND	5
(MonoBB)		4		
Dibrominated Biphenyls	ppm		ND	5
(DiBB)		4		
Tribrominated Biphenyls	ppm		ND	5
(TriBB)		With reference to		
Tetrabrominated Biphenyls (TetraBB)	ppm	IEC 62321: 2008,	ND	5
		by solvent		
Pentabrominated Biphenyls (PentaBB)	ppm	extraction and	ND	5
Hexabrominated Biphenyls	-	determined by GC-		
(HexaBB)	ppm	MS and further	ND	5
Heptabrominated Biphenyls		HPLC-DAD		
(HeptaBB)	ppm	confirmation when	ND	5
Octabrominated Biphenyls		necessary.		
(OctaBB)	ppm		ND	5
Nonabrominated Biphenyls		1		
(NonaBB)	ppm		ND	5
Decabrominated Biphenyl		1		
(DecaBB)	ppm		ND	5
Polybrominated Diphenyl Ethers	(PBDEs)			
Monobrominated Diphenyl Ethers			177	
(MonoBDE)	ppm		ND	5
Dibrominated Diphenyl Ethers		1	1770	_
(DiBDE)	ppm		ND	5
Tribrominated Diphenyl Ethers	2222]	ND	5
(TriBDE)	ppm	With metamones to	ND	5
Tetrabrominated Diphenyl	ppm	With reference to IEC 62321: 2008,	ND	5
Ethers (TetraBDE)	PPIII	by solvent	1417	J
Pentabrominated Diphenyl	ppm	extraction and	ND	5
Ethers (PentaBDE)	22111	determined by GC-	140)
Hexabrominated Diphenyl Ethers	ppm	MS and further	ND	5
(HexaBDE)	PP'''	HPLC-DAD	110	<u> </u>
Heptabrominated Diphenyl	ppm	confirmation when	ND	5
Ethers (HeptaBDE)	Lr	necessary.		~
Octabrominated Diphenyl Ethers	ppm	_	ND	5
(OctaBDE)	1.5		_	-
Nonabrominated Diphenyl Ethers	ppm		ND	5
(NonaBDE)	1.1.	-	_	
Decabrominated Diphenyl Ether	ppm		ND	5
(DecaBDE)	1 12		_	=-





Test Conducted

Test Item	<u>Unit</u>	Test Method	Result Semitransparent plastic pellets	RL
Phthalates				
Di(2-ethylhexyl) Phthalate (DEHP)	ppm	With reference to EN 14372: 2004, by	ND	50
Dibutyl Phthalate (DBP)	ppm	solvent extraction	ND	50
Benzyl Butyl Phthalate (BBP)	mqq	and determined by GC-MS.	ND	50
Halogen Content				
Fluorine (F)	ppm	With reference to	ND	50
Chlorine (Cl)	ppm	EN 14582:2007 by	ND	50
Bromine (Br)	ppm	calorimetric bomb with oxygen and	ND	50
Iodine (I)	ppm	determined by Ion Chromatograph.	ND	50
Others				
Hexabromo cyclododecane (HBCDD)	ppm	With reference to USEPA 3540C, by solvent extraction and determined by GC-MS.	ND	10

ppm = parts per million based on weight of tested sample = mg/kg Remarks:

ND = Not detected

= Reporting Limit, Quantitation limit of analyte in sample

Responsibility of Chemist: Kevin Liu/ Irene Chiou/ Vico Lin

Date Sample Received : Feb 19, 2013

: Feb 19, 2013 to Feb 21, 2013 Test Period

RoHS Limit

Restricted Substances	<u>Limits</u>
Cadmium (Cd) content	0.01% (100ppm)
Lead (Pb) content	0.1% (1000ppm)
Mercury (Hg) content	0.1% (1000ppm)
Chromium VI (Cr ⁶⁺) content	0.1% (1000ppm)
Polybrominated Biphenyls (PBBs)	0.1% (1000ppm)
Polybrominated Diphenyl Ehters (PBDEs)	0.1% (1000ppm)

The above limits were quoted from Annex II of 2011/65/EU for homogeneous material.

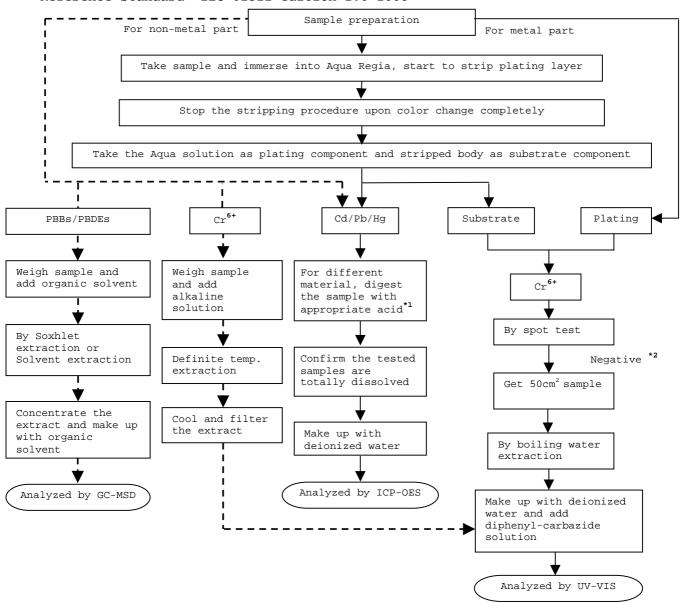




Test Conducted

(IV) Measurement Flowchart:

Test for Cd/Pb/Hg/Chromium (VI)/PBBS/PBDES Contents Reference Standard: IEC 62321 edition 1.0:2008





Intertek Testing Services Taiwan Ltd.



Test Conducted

Remarks:

*1: List of Appropriate Acid:

<u>Material</u>	Acid Added for Digestion
Polymers	HNO _{3,} HCl,HF,H ₂ O _{2,} H ₃ BO ₃
Metals	HNO _{3,} HCl,HF
Electronics	HNO _{3,} HCl,H ₂ O _{2,} HBF ₄

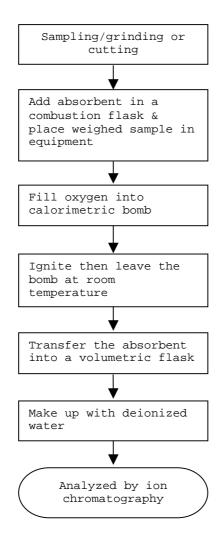
*2: If the result of spot test is positive, Chromium VI would be determined as detected.





Test Conducted

Test for Halogen Content Reference Standard: EN 14582

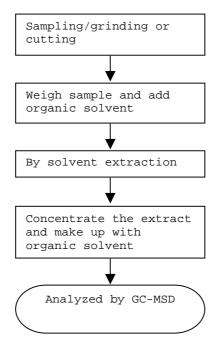






Test Conducted

Test For Phthalates Contents Reference Method: EN 14372: 2004

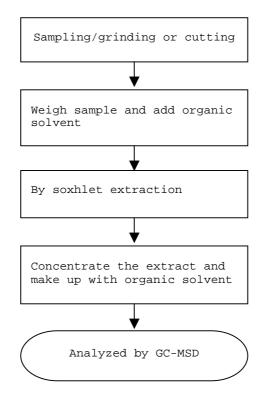






Test Conducted

Test For Hexabromocyclododecane (HBCDD) Reference Standard: USEPA 3540C



End of Report

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Number : TWNC00299229
Test Conducted

<u>Photo</u>









Test Report Number: TWNC00299232

Date : Feb 25, 2013 Applicant: Littelfuse, S.A. de C.V.

> Blvd. Fausto Z. Martinez #1800 Col. Magisterio Seccion 38 C.P.

26070 Piedra Negras, Coahuila, Mexico

Sample Description:

One (1) group of submitted samples said to be :

Part Description : COLOR CONCENTRATE ORANGE

: 057884 Part Number

Date Sample Received : Feb 19, 2013 Date Test Started : Feb 19, 2013

Test Conducted :

As requested by the applicant, for details please refer to attached pages.

Authorized by: On Behalf of Intertek Testing Services Taiwan Limited



K. Y. Liang Director





Test Conducted

(I) Test Result Summary:

(I) lest Result Summary.				
Test Item	Unit	Test Method	Result Dark orange plastic pellets	RL
Heavy Metal	.	1	Į.	
Cadmium (Cd) Content	ppm	With reference to IEC 62321: 2008, by microwave digestion and determined by ICP-OES.	ND	2
Lead (Pb) Content	ppm	With reference to IEC 62321: 2008, by microwave digestion and determined by ICP-OES.	ND	2
Mercury (Hg) Content	ppm	With reference to IEC 62321: 2008, by microwave digestion and determined by ICP-OES.	ND	2
Chromium VI (Cr ⁶⁺) Content	ppm	With reference to IEC 62321: 2008, by alkaline digestion and determined by UV-Vis Spectrophotometer.	ND	1
Polybrominated Biphenyls (PBBs)			
Monobrominated Biphenyls (MonoBB)	ppm		ND	5
Dibrominated Biphenyls (DiBB)	ppm		ND	5
Tribrominated Biphenyls (TriBB)	ppm		ND	5
Tetrabrominated Biphenyls (TetraBB)	ppm	With reference to IEC 62321: 2008, by solvent	ND	5
Pentabrominated Biphenyls (PentaBB)	ppm	extraction and determined by GC-MS and	ND	5
Hexabrominated Biphenyls (HexaBB)	ppm	further HPLC-DAD confirmation when	ND	5
Heptabrominated Biphenyls (HeptaBB)	ppm	necessary.	ND	5
Octabrominated Biphenyls (OctaBB)	ppm		ND	5
Nonabrominated Biphenyls (NonaBB)	ppm		ND	5
Decabrominated Biphenyl (DecaBB)	ppm		ND	5





Test Conducted

	1	1		
			<u>Result</u>	
Test Item	Unit	Test Method	Dark orange	RL
1050 100m	01110	rese ricellod	plastic	КП
			pellets	
Polybrominated Diphenyl Ethers	(PBDEs)			
Monobrominated Diphenyl Ethers	nnm		ND	5
(MonoBDE)	ppm		ND	5
Dibrominated Diphenyl Ethers	ppm		ND	5
(DiBDE)	Ppiii		ND	
Tribrominated Diphenyl Ethers	ppm		ND	5
(TriBDE)	PP		11.5	
Tetrabrominated Diphenyl	ppm	With reference to IEC	ND	5
Ethers (TetraBDE)	PP	62321: 2008, by solvent		
Pentabrominated Diphenyl	ppm	extraction and	ND	5
Ethers (PentaBDE)		determined by GC-MS and		
Hexabrominated Diphenyl Ethers	ppm	further HPLC-DAD	ND	5
(HexaBDE) Heptabrominated Diphenyl		confirmation when		
Ethers (HeptaBDE)	ppm	necessary.	ND	5
Octabrominated Diphenyl Ethers		-		
(Octablominated Diphenyl Ethers	ppm		ND	5
Nonabrominated Diphenyl Ethers		1		
(NonaBDE)	ppm		ND	5
Decabrominated Diphenyl Ether		1		
(DecaBDE)	ppm		ND	5
Phthalates	I.		1	
Di(2-ethylhexyl) Phthalate		With reference to EN	NID	Γ0
(DEHP)	ppm	14372: 2004, by solvent	ND	50
Dibutyl Phthalate (DBP)	ppm	extraction and	ND	50
Benzyl Butyl Phthalate (BBP)	ppm	determined by GC-MS.	ND	50
Halogen Content	1			
Fluorine (F)	ppm	With reference to EN	ND	50
Chlorine (Cl)	ppm	14582:2007 by calorimetric bomb with	3595	50
Bromine (Br)	ppm	oxygen and determined	ND	50
Iodine (I)	ppm	by Ion Chromatograph.	ND	50
Others		1 2	I.	
		With reference to USEPA		
Hexabromo cyclododecane		3540C, by solvent	NID	1.0
(HBCDD)	ppm	extraction and	ND	10
		determined by GC-MS.		





Test Conducted

ppm = parts per million based on weight of tested sample = mg/kg Remarks:

ND = Not detected

RL = Reporting Limit, Quantitation limit of analyte in sample

Responsibility of Chemist: Kevin Liu/ Irene Chiou/ Vico Lin

Date Sample Received : Feb 19, 2013

: Feb 19, 2013 to Feb 21, 2013 Test Period

(Ⅱ) Limit: RoHS Limit

Restricted Substances	<u>Limits</u>
Cadmium (Cd) content	0.01% (100ppm)
Lead (Pb) content	0.1% (1000ppm)
Mercury (Hg) content	0.1% (1000ppm)
Chromium VI (Cr ⁶⁺) content	0.1% (1000ppm)
Polybrominated Biphenyls (PBBs)	0.1% (1000ppm)
Polybrominated Diphenyl Ehters (PBDEs)	0.1% (1000ppm)

The above limits were quoted from Annex II of 2011/65/EU for homogeneous material.

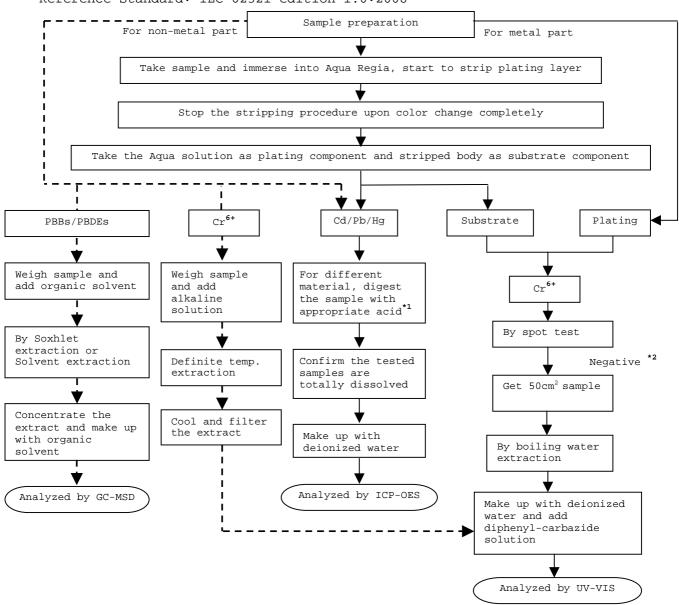




Test Conducted

(IV) Measurement Flowchart:

Test for Cd/Pb/Hg/Chromium (VI)/PBBS/PBDES Contents Reference Standard: IEC 62321 edition 1.0:2008





Intertek Testing Services Taiwan Ltd.



Test Conducted

Remarks:

*1: List of Appropriate Acid:

Material	Acid Added for Digestion
Polymers	HNO ₃ ,HCl,HF,H ₂ O ₂ ,H ₃ BO ₃
Metals	HNO _{3,} HCl,HF
Electronics	HNO ₃ ,HCl,H ₂ O ₂ ,HBF ₄

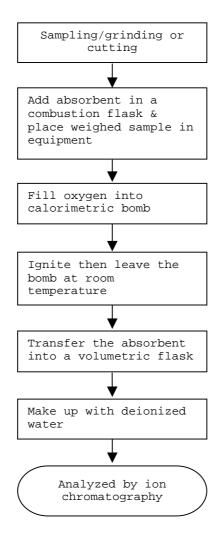
*2: If the result of spot test is positive, Chromium VI would be determined as detected.





Test Conducted

Test for Halogen Content Reference Standard: EN 14582

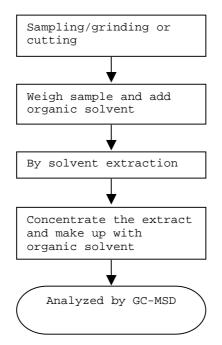






Test Conducted

Test For Phthalates Contents Reference Method: EN 14372: 2004

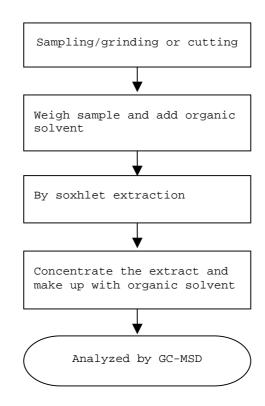






Test Conducted

Test For Hexabromocyclododecane (HBCDD) Reference Standard: USEPA 3540C



End of Report

This report is made solely on the basis of your instructions and/or information and materials supplied by you. It is not intended to be a recommendation for any particular course of action. Intertek does not accept a duty of care or any other responsibility to any person other than the Client in respect of this report and only accepts liability to the Client insofar as is expressly contained in the terms and conditions governing Intertek's provision of services to you. Intertek makes no warranties or representations either express or implied with respect to this report save as provided for in those terms and conditions. We have aimed to conduct the Review on a diligent and careful basis and we do not accept any liability to you for any loss arising out of or in connection with this report, in contract, tort, by statute or otherwise, except in the event of our gross negligence or wilful misconduct.





Test Conducted

Photo







Intertek Testing Services Taiwan Ltd.



: TWNC00330411 Number

Date : Sep 10, 2013

Littelfuse, S.A. de C.V. Applicant:

Blvd. Fausto Z. Martinez #1800 Col. Magisterio Seccion 38 C.P.

26070 Piedra Negras, Coahuila, Mexico

Sample Description:

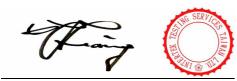
One (1) group of submitted samples said to be:

Part Description Hot Stamp Foil Part Number 425484 Date Sample Received Sep 04, 2013 **Date Test Started** Sep 05, 2013

Test Conducted:

As requested by the applicant, for details please refer to attached pages.

Authorized by: On Behalf of Intertek Testing Services Taiwan Limited



K. Y. Liang Director





Number: TWNC00330411

Test Conducted

Test Result Summary:

Test Item	Unit	Test Method	<u>Result</u>	RL
	Offic	<u>rest Method</u>	Submitted samples	IXL
Heavy Metal				
Cadmium (Cd) content	ppm	With reference to IEC 62321: 2008, by microwave digestion and determined by ICP-OES.	ND	2
Lead (Pb) content	ppm	With reference to IEC 62321: 2008, by microwave digestion and determined by ICP-OES.	ND	2
Mercury (Hg) content	ppm	With reference to IEC 62321: 2008, by microwave digestion and determined by ICP-OES.	ND	2
Antimony (Sb) Content	ppm	With reference to USEPA 3052, by microwave digestion and determined by ICP-OES.	116	2
Chromium VI (Cr ⁶⁺) content	ppm	With reference to IEC 62321: 2008, by alkaline digestion and determined by UV-Vis Spectrophotometer.	ND	1
Polybrominated Biphenyls	(PBBs)	, , ,		
Monobrominated Biphenyls (MonoBB)	ppm		ND	5
Dibrominated Biphenyls (DiBB)	ppm		ND	5
Tribrominated Biphenyls (TriBB)	ppm		ND	5
Tetrabrominated Biphenyls (TetraBB)	ppm	W	ND	5
Pentabrominated Biphenyls (PentaBB)	ppm	With reference to IEC 62321: 2008, by solvent extraction	ND	5
Hexabrominated Biphenyls (HexaBB)	ppm	and determined by GC-MS and further HPLC-DAD confirmation	ND	5
Heptabrominated Biphenyls (HeptaBB)	ppm	when necessary.	ND	5
Octabrominated Biphenyls (OctaBB)	ppm		ND	5
Nonabrominated Biphenyls (NonaBB)	ppm		ND	5
Decabrominated Biphenyl (DecaBB)	ppm		ND	5



Test Conducted

Number: TWNC00330411

Tost Itom	Test Item Unit	Test Method	<u>Result</u>	RL
<u>rest item</u>		<u>rest Metriou</u>	Submitted samples	
Polybrominated Diphenyl	Ethers (PBDEs)		
Monobrominated Diphenyl Ethers (MonoBDE)	ppm		ND	5
Dibrominated Diphenyl Ethers (DiBDE)	ppm		ND	5
Tribrominated Diphenyl Ethers (TriBDE)	ppm		ND	5
Tetrabrominated Diphenyl Ethers (TetraBDE)	ppm	With reference to IEC 62321:	ND	5
Pentabrominated Diphenyl Ethers (PentaBDE)	ppm	2008, by solvent extraction and determined by GC-MS and	ND	5
Hexabrominated Diphenyl Ethers (HexaBDE)	ppm	further HPLC-DAD confirmation when necessary.	ND	5
Heptabrominated Diphenyl Ethers (HeptaBDE)	ppm	which fiecessary.	ND	5
Octabrominated Diphenyl Ethers (OctaBDE)	ppm		ND	5
Nonabrominated Diphenyl Ethers (NonaBDE)	ppm		ND	5
Decabrominated Diphenyl Ether (DecaBDE)	ppm		ND	5
Halogen Content				
Fluorine (F)	ppm	With reference to EN	ND	50
Chlorine (CI)	ppm	14582:2007 by combustion	16785	50
Bromine (Br)	ppm	- bomb with oxygen and - determined by Ion	ND	50
Iodine (I)	ppm	Chromatography.	ND	50
Phthalates				
Di(2-ethylhexyl) Phthalate (DEHP)	ppm		ND	10
Dibutyl Phthalate (DBP)	ppm	With reference to EN 14372:	ND	10
Benzyl Butyl Phthalate (BBP)	ppm	2004, by solvent extraction and determined by GC-MS.	ND	10
Diisobutyl phthalate (DIBP)	ppm		ND	10
Others				
Hexabromocyclododecane (HBCDD)	ppm	With reference to USEPA 3540C, by solvent extraction and determined by GC-MS.	ND	10



Number: TWNC00330411

Test Conducted

ppm = parts per million based on weight of tested sample = mg/kg Remarks:

= Not detected

RL = Reporting Limit, Quantitation limit of analyte in sample

Responsibility of Chemist: Kevin Liu/ Irene Chiou/ Vico Lin

Date Sample Received Sep 04, 2013

Test Period Sep 05, 2013 to Sep 09, 2013

RoHS Limit

Restricted Substances	<u>Limits</u>
Cadmium (Cd) content	0.01% (100ppm)
Lead (Pb) content	0.1% (1000ppm)
Mercury (Hg) content	0.1% (1000ppm)
Chromium VI (Cr ⁶⁺) content	0.1% (1000ppm)
Polybrominated Biphenyls (PBBs)	0.1% (1000ppm)
Polybrominated Diphenyl Ethers (PBDEs)	0.1% (1000ppm)

The above limits were quoted from Annex II of 2011/65/EU for homogeneous material.



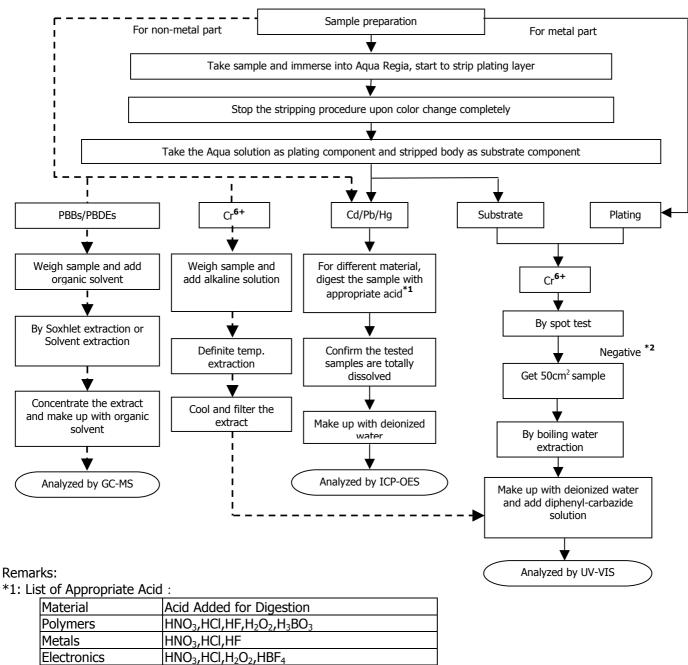
Number: TWNC00330411

Test Conducted

Measurement Flowchart:

Test for Cd/Pb/Hg/Chromium (VI)/PBBs/PBDEs Contents

Reference Method: IEC 62321 edition 1.0:2008



*2: If the result of spot test is positive, Chromium VI would be determined as detected.



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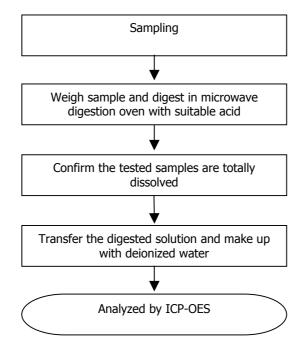


Number: TWNC00330411

Test Conducted

Measurement Flowchart:

Test for Heavy Metal (Sb) Contents Reference Method: USEPA 3052



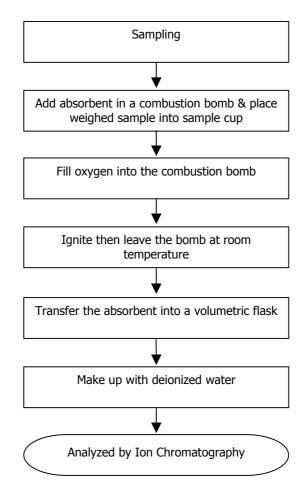


Number: TWNC00330411

Test Conducted

Measurement Flowchart:

Test for Halogen Contents Reference Method: EN 14582



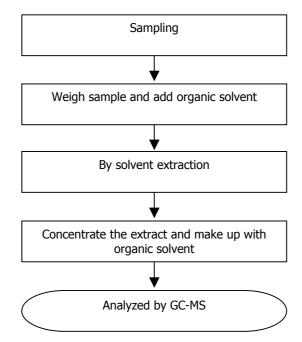


Number: TWNC00330411

Test Conducted

Measurement Flowchart:

Test for Phthalates Contents Reference Method: EN 14372: 2004





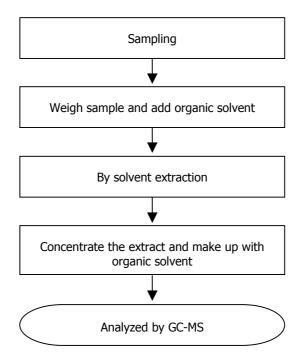
Number: TWNC00330411

Test Conducted

Measurement Flowchart:

Test for Hexabromocyclododecane (HBCDD) Content

Reference Method: USEPA 3540C





Number: TWNC00330411





End of Report

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TWNC00330411 Number:

TERMS AND CONDITIONS OF BUSINESS

- Intertek Testing Services Taiwan Ltd. (hereinafter "the Company") agrees to provide its services in accordance with and subject to the terms and conditions herein contained (hereinafter "the Conditions"). The Conditions may only be modified by a variation expressed in writing and signed on behalf of the Company by a director 1. and no other action on the part of the Company or its employees or agents shall be construed as an acceptance of any other terms and conditions
- The Company acts for the person or body from whom the request to provide its services has originated (hereinafter "the Principal"). No other party is entitled to give instructions to the Company unless agreed by the Company.

 All rights (including but not limited to copyright) in any test reports, surveys, certificates of inspection or other material produced by the Company in the course of providing its services shall remain vested in the Company. The Principal shall not reproduce or make copies, publish or disclose the contents of any such material or extracts thereof to any third party without the Company's prior written consent, which may be refused at its discretion. The Principal further undertakes that its servants and agents shall keep confidential and shall not publish or otherwise use any information that may be acquired relating to the Company's activities.

 4.1 The Company undertakes to exercise due care and skill in the performance of its services and accepts responsibility only where such skill and care is not
- - The liability of the Company in respect of any claims for loss, damage or expense of whatsoever nature and howsoever arising in respect of any breach of contract and/or any failure to exercise due skill and care by the Company shall in no circumstances exceed a total aggregate sum equal to ten (10) times the amount of the fee or commission payable in respect of the specific service required under the particular contract with the Company which gives rise to such 4.2 claims provided however that the Company shall have no liability in respect of any claims for indirect or consequential loss including loss of profit and/or loss of future business and/or loss of production and/or cancellation of contracts entered into by the Principal.
 - 4.3 The Company shall not in any event be liable for any loss or damage caused by delay in performance or non-performance of any of its services where the same is occasioned by any cause whatsoever that is beyond the Company's control including but not limited to war, civil disturbance, requisitioning, governmental or parliamentary restriction, prohibitions or enactment of any kind, import or export regulations, strike or trade dispute (whether involving its own employees or those of any other person), difficulties in obtaining workmen or materials, breakdown of machinery, fire or accident. Should any such event occur the Company may cancel or suspend any contract for the provision of services without incurring any liability whatsoever.
 - The Company will not be liable to the Principal for any loss or damage whatsoever sustained by the Principal as a result of any failure by the Company to comply with any time estimate given by the Company relating to the provision of its services. [See clause 9.1] [See clause 9.2] 44
 - 4.5 The Principal acknowledges that samples may be damaged or destroyed in the course of testing carried out by the Company or any of the Company's agent or subcontractor as part of the necessary testing process and the Company shall not in any event be liable for any loss or damage arising from the damage or
 - destruction of the samples subject to testing.

 In the event that the Principal requests for the return of the samples, the Company shall not be responsible for any re-packaging of the samples prior to such 4 6 return and the Company shall in no circumstances be liable for any loss or damage caused to any of the samples during or as a result of their shipment to the Principal for the purpose of this Clause 4.6.
- 5 5.1 Subject to the Principal's instructions as accepted by the Company, the test reports, surveys, certificates of inspection or other material produced by the Company shall contain statements of opinion made with due care within the limitation of the instructions received by the Company. The Company is under no obligation to refer to or report upon any facts or circumstances which are outside the specific instructions received.

 For pre-shipment inspection or survey of goods, the Company's inspector shall perform the inspection or survey when goods are 100% completed, packed
 - 5.2 and marked (unless otherwise agreed between the Company and the Principal). Goods for inspection or survey shall be unpacked in the presence of the Company's inspector and inspection or survey shall, subject to Condition 5.3, take place at the place specified by the Principal.
 - If the Company's inspector finds that the location is not suitable for carrying out a proper inspection or survey of goods or where necessary equipment for inspection or survey is not available the inspector may, if practical in the circumstances, draw samples of goods from the location and carry out the inspection or survey at the premises of the Company. The Principal shall be responsible for all costs and expenses incurred in relation thereto. 5.3
 - Reports, surveys or certificates issued following testing or analysis of samples contain the Company's specific opinion on those samples only but do not express any opinion upon the bulk from which the samples were drawn. If an opinion on the bulk is requested special arrangements in writing must be made in advance with the Company's responsibility extend beyond inspection, 5.4 testing and reporting upon the samples actually drawn from the bulk and inspected, tested and surveyed by the Company and any inference to be drawn from the results of such inspection or survey or testing shall be entirely in the discretion and at the sole and exclusive responsibility of the Principal
- 6 The Company shall be entitled at its discretion to delegate the performance of the whole or any part of the services contracted for with the Principal to any agent or subcontractor
- Every officer, employee, agent or subcontractor of the Company shall have the benefit of the limitations of liability and the indemnities contained in the General Conditions. So far as relates to such limitations and indemnities, any contract entered into by the Company is entered into not only on its own behalf but also as
- agent and trustee for every such person as aforesaid.

 If the requirements of the Principal necessitate the analysis of samples by the Principal or by any third party the Company will pass on the results of the analysis but without responsibility for its accuracy. Where the Company is only able to witness an analysis by the Principal or by any third party the Company will provide confirmation, if such be the case, that a correct sample has been analysed but will not otherwise be responsible for the accuracy of such analysis.
- The Principal will:
 - 9.1 ensure that instructions to the Company are given in due time and are accompanied by sufficient information to enable the required services to be performed effectively:
 - 9.2 accept that documents reflecting arrangements or agreements made between the Principal and any third party, or third party documents such as copies of contracts of sale, letters of credit, bills of lading, etc. are -if received by the Company considered to be for information only, without extending or restricting the services to be provided or obligations accepted by the Company.
 - 9.3 procure all necessary access for the Company's representatives to enable the required services to be performed effectively.
 - 94
 - supply, if required, any special equipment and personnel necessary for the performance of the required services.

 ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of the required





TWNC00330411 Number:

- take all necessary steps to eliminate or remedy any obstruction to or interruptions in the performance of the required services and repack all inspected goods immediately after any inspection or survey of them;
- inform the Company in advance of any known hazards or dangers, actual or potential, associated with any request for the provision of services by the Company including but not limited to the presence or risk of radiation, toxic or noxious or explosive elements or materials, environmental pollution or poisons;

10. The Principal shall guarantee, hold harmless and indemnify the Company and its officers, employees, agents or subcontractors against

- 10.1 all claims made by any third party for any loss, damage or expense of whatsoever nature and howsoever arising relating to the performance, purported performance or non-performance of any of services to the extent that the aggregate of any such claims relating to any one service exceeds the limit mentioned in Condition 4.2.
- 10.2 any loss or damage suffered by the Company as a result of the provision of services by the Company to the Principal otherwise than resulting from the Company's own error, negligence or wilful default.
- 11. 11.1 The Principal will punctually pay the Company immediately upon presentation of the relevant invoice or within such other period as may have been agreed in writing by the Company all charges rendered by the Company failing which interest will become due at the rate of 1.5 per cent per month from the date of invoice until payment. The Principal further agrees and undertakes to reimburse the Company all disbursements reasonably incurred in connection with the provision of its services.
 - 11.2 The Principal shall not be entitled to retain or defer payment of any sums due to the Company on account of any dispute, cross claim or set off which it may allege against the Company.
 - 11.3 In the event of any suspension of payment arrangement with creditors, bankruptcy, insolvency, receivership or cessation of business or failure of the Principal to pay part or all of any sums owing to the Company, the Company shall be entitled to suspend all further performance of its services and withhold the issue of any test report, survey, certificate of inspection or other material requested forthwith and without liability until payment of all sums owing to the Company together with interest thereon is made
- 12. Without prejudice to any rights the Company may have at law or under the Conditions, the Company has the following rights in the event of non-payment of sums owing to the Company as set out below.
 - The Company has a general and particular lien over all samples delivered to be tested for all claims and sums owing by the Principal to the Company under any contract whatsoever and in any other way whatsoever.
 - 12.2 During the currency of any such lien the Company is entitled to be paid reasonable storage charges for samples retained in the Company's custody.
 - 12.3 Without prejudice to the Company's lien and other rights under Conditions 12.1 to 12.2 above, if test, inspection or survey of the goods takes place on the premises of the Company, the Company may give notice to the Principal that the goods (or any part thereof) are ready for collection and the Principal shall collect the same within three (3) calendar days (Saturdays, Sundays and Public Holidays excepted). Upon the expiry of this period, if the goods are not collected by the Principal, at the sole discretion of the Company the goods may be deemed abandoned and/or destroyed.
 - 12.4 Without prejudice to Conditions 12.3 above, the Company shall have the discretion to store the goods (or any of them) at their own premises or elsewhere at the Principal's expense if the Principal has deposited the goods at the Company's premises for the performance of these services and has subsequently failed to collect the said goods.
 - 12.5 The expenses by way of disbursements that the Company may reclaim from the Principal include all reasonable costs incurred by the Company (whether by way of storage, insurance or otherwise) in respect of the goods and it is expressly declared that it shall be reasonable but not mandatory for the Company to effect comprehensive insurance in respect of the goods
 - 12.6 Without prejudice to the Company's lien and other rights under Conditions 12.1 to 12.5 above, the risk and property in the goods shall remain at all times in the Principal
- 13. In the event of the Company being prevented by reason of any cause whatsoever outside the Company's control from performing or completing any service for which an order has been given or an agreement made, the Principal will pay to the Company:
 - 13.1 the amount of all abortive expenditure actually made or incurred; and
 - 13.2 a proportion of the agreed fee or commission equal to the proportion (if any) of the service actually carried out; and the Company shall be relieved of all responsibility whatsoever for the partial or total non-performance of the required service.
- 14. The Company shall be discharged from all liability to the Principal for all claims for loss, damage or expense unless suit is brought within twelve (12) months after the date of the performance by the Company of the service which gives rise to the claim or in the event of any alleged non-performance within twelve (12) months of the date when such service should have been completed.
- 15. In the event that any unforeseen additional time or costs are incurred in the course of carrying out any of its services the Company shall be entitled to render additional charges as shall reasonably reflect such additional time and costs incurred.
- 18. All contracts for provision of services by the Company and the Conditions shall be construed in accordance with and governed by the laws of the ROC and for the purpose of any arbitral or litigation proceedings such contracts shall be deemed to have been made and performed in Taiwan. If any provision contained in the Conditions is and/or becomes invalid, illegal or unenforceable in any respect under the laws of the ROC, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

 17. Any dispute or claim arising out of or relating to the provision of, or any agreement to provide, services by the Company shall be referred to and determined by
- arbitration subject to the Company's sole and overriding discretion to commence litigation proceedings in the courts of Taiwan or the courts of any other country as the Company may choose. The parties may agree to the appointment of an arbitrator failing which either party may, after having made a written request to concur in the appointment of an arbitrator, request the ROC Arbitration Association to appoint an arbitrator. The place of arbitration shall be in Taiwan. There shall only be





: TWNC00336073 Number

Date : Oct 16, 2013

Littelfuse, S.A. de C.V. Applicant:

Blvd. Fausto Z. Martinez #1800 Col. Magisterio Seccion 38 C.P.

26070 Piedra Negras, Coahuila, Mexico

Sample Description:

One (1) group of submitted samples said to be: Part Description Blade Part Number 955410 Date Sample Received Oct 09, 2013 Date Test Started Oct 11, 2013

Test Conducted:

As requested by the applicant, for details please refer to attached pages.

Authorized by:

On Behalf of Intertek Testing Services

Taiwan Limited

K. Y. Liang Director

Page 1 of 6



Number: TWNC00336073

Test Conducted

Test Result Summary:

Test Item	<u>Unit</u>	Test Method	<u>Result</u> Silvery metal	RL
Heavy Metal				
Cadmium (Cd) content	ppm	With reference to IEC 62321: 2008, by microwave digestion and determined by ICP-OES.	ND	2
Lead (Pb) content	ppm	With reference to IEC 62321: 2008, by microwave digestion and determined by ICP-OES.	25	2
Mercury (Hg) content	ppm	With reference to IEC 62321: 2008, by microwave digestion and determined by ICP-OES.	ND	2
Chromium VI (Cr ⁶⁺) content	mg/kg with 50 cm ²	With reference to IEC 62321: 2008, by boiling water extraction and determined by UV-Vis Spectrophotometer.	Negative	0.02

Remarks: ppm = parts per million based on weight of tested sample = mg/kg

ND = Not detected

RL = Reporting Limit, Quantitation limit of analyte in sample mg/kg with 50cm² = milligram per kilogram with 50 square centimeter

Negative = A negative test result indicated positive observation was not found at the time of test

Responsibility of Chemist: Kevin Liu/ Irene Chiou

Date Sample Received : Oct 09, 2013

Test Period : Oct 11, 2013 to Oct 15, 2013

RoHS Limit

Restricted Substances	<u>Limits</u>
Cadmium (Cd) content	0.01% (100ppm)
Lead (Pb) content	0.1% (1000ppm)
Mercury (Hg) content	0.1% (1000ppm)
Chromium VI (Cr ⁶⁺) content	0.1% (1000ppm)

The above limits were quoted from Annex II of 2011/65/EU for homogeneous material.



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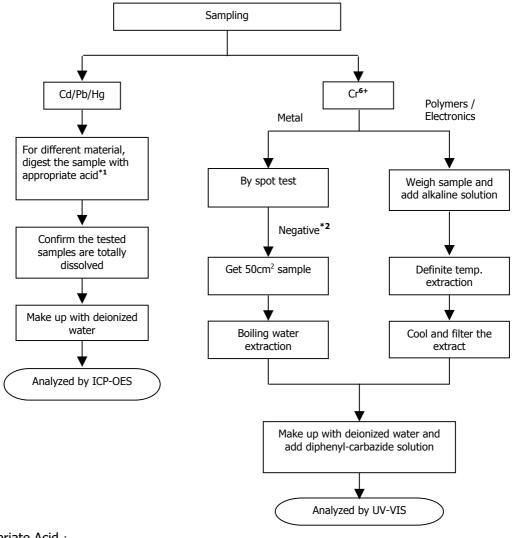
Number: TWNC00336073

Test Conducted

Measurement Flowchart:

Test for Cd/Pb/Hg/Chromium (VI)

Reference Method: IEC 62321 edition 1.0:2008



Remarks:

*1: List of Appropriate Acid :

Material	Acid Added for Digestion
Polymers	HNO ₃ ,HCl,HF,H ₂ O ₂ ,H ₃ BO ₃
Metals	HNO ₃ ,HCl,HF
Electronics	HNO ₃ ,HCl,H ₂ O ₂ ,HBF ₄

*2: If the result of spot test is positive, Chromium VI would be determined as detected.





Number: TWNC00336073



End of Report

This report is made solely on the basis of your instructions and/or information and materials supplied by you. It is not intended to be a recommendation for any particular course of action. Intertek does not accept a duty of care or any other responsibility to any person other than the Client in respect of this report and onlyaccepts liability to the Client insofar as is expressly contained in the terms and conditions governing Intertek's provision of services to you. Intertek makes nowarranties or representations either express or implied with respect to this report save as provided for in those terms and conditions. We have aimed to conductthe Review on a diligent and careful basis and we do not accept any liability to you for any loss arising out of or in connection with this report, in contract, tort, by statute or otherwise, except in the event of our gross negligence or wilful misconduct.



TWNC00336073 Number:

TERMS AND CONDITIONS OF BUSINESS

- Intertek Testing Services Taiwan Ltd. (hereinafter "the Company") agrees to provide its services in accordance with and subject to the terms and conditions herein contained (hereinafter "the Conditions"). The Conditions may only be modified by a variation expressed in writing and signed on behalf of the Company by a director 1. and no other action on the part of the Company or its employees or agents shall be construed as an acceptance of any other terms and conditions
- The Company acts for the person or body from whom the request to provide its services has originated (hereinafter "the Principal"). No other party is entitled to give instructions to the Company unless agreed by the Company.

 All rights (including but not limited to copyright) in any test reports, surveys, certificates of inspection or other material produced by the Company in the course of providing its services shall remain vested in the Company. The Principal shall not reproduce or make copies, publish or disclose the contents of any such material or extracts thereof to any third party without the Company's prior written consent, which may be refused at its discretion. The Principal further undertakes that its servants and agents shall keep confidential and shall not publish or otherwise use any information that may be acquired relating to the Company's activities.

 4.1 The Company undertakes to exercise due care and skill in the performance of its services and accepts responsibility only where such skill and care is not
- - The liability of the Company in respect of any claims for loss, damage or expense of whatsoever nature and howsoever arising in respect of any breach of contract and/or any failure to exercise due skill and care by the Company shall in no circumstances exceed a total aggregate sum equal to ten (10) times the amount of the fee or commission payable in respect of the specific service required under the particular contract with the Company which gives rise to such 4.2 claims provided however that the Company shall have no liability in respect of any claims for indirect or consequential loss including loss of profit and/or loss of future business and/or loss of production and/or cancellation of contracts entered into by the Principal.
 - 4.3 The Company shall not in any event be liable for any loss or damage caused by delay in performance or non-performance of any of its services where the same is occasioned by any cause whatsoever that is beyond the Company's control including but not limited to war, civil disturbance, requisitioning, governmental or parliamentary restriction, prohibitions or enactment of any kind, import or export regulations, strike or trade dispute (whether involving its own employees or those of any other person), difficulties in obtaining workmen or materials, breakdown of machinery, fire or accident. Should any such event occur the Company may cancel or suspend any contract for the provision of services without incurring any liability whatsoever.
 - The Company will not be liable to the Principal for any loss or damage whatsoever sustained by the Principal as a result of any failure by the Company to comply with any time estimate given by the Company relating to the provision of its services. [See clause 9.1] [See clause 9.2] 44
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 - destruction of the samples subject to testing.
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 - 5.2 and marked (unless otherwise agreed between the Company and the Principal). Goods for inspection or survey shall be unpacked in the presence of the Company's inspector and inspection or survey shall, subject to Condition 5.3, take place at the place specified by the Principal.
 - If the Company's inspector finds that the location is not suitable for carrying out a proper inspection or survey of goods or where necessary equipment for inspection or survey is not available the inspector may, if practical in the circumstances, draw samples of goods from the location and carry out the inspection or survey at the premises of the Company. The Principal shall be responsible for all costs and expenses incurred in relation thereto. 5.3
 - Reports, surveys or certificates issued following testing or analysis of samples contain the Company's specific opinion on those samples only but do not express any opinion upon the bulk from which the samples were drawn. If an opinion on the bulk is requested special arrangements in writing must be made in advance with the Company's responsibility extend beyond inspection, 5.4 testing and reporting upon the samples actually drawn from the bulk and inspected, tested and surveyed by the Company and any inference to be drawn from the results of such inspection or survey or testing shall be entirely in the discretion and at the sole and exclusive responsibility of the Principal
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- Every officer, employee, agent or subcontractor of the Company shall have the benefit of the limitations of liability and the indemnities contained in the General Conditions. So far as relates to such limitations and indemnities, any contract entered into by the Company is entered into not only on its own behalf but also as
- agent and trustee for every such person as aforesaid.

 If the requirements of the Principal necessitate the analysis of samples by the Principal or by any third party the Company will pass on the results of the analysis but without responsibility for its accuracy. Where the Company is only able to witness an analysis by the Principal or by any third party the Company will provide confirmation, if such be the case, that a correct sample has been analysed but will not otherwise be responsible for the accuracy of such analysis.
- The Principal will:
 - 9.1 ensure that instructions to the Company are given in due time and are accompanied by sufficient information to enable the required services to be performed effectively:
 - 9.2 accept that documents reflecting arrangements or agreements made between the Principal and any third party, or third party documents such as copies of contracts of sale, letters of credit, bills of lading, etc. are -if received by the Company considered to be for information only, without extending or restricting the services to be provided or obligations accepted by the Company.
 - 9.3 procure all necessary access for the Company's representatives to enable the required services to be performed effectively.
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 - supply, if required, any special equipment and personnel necessary for the performance of the required services.

 ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of the required



TWNC00336073 Number:

- take all necessary steps to eliminate or remedy any obstruction to or interruptions in the performance of the required services and repack all inspected goods immediately after any inspection or survey of them;
- inform the Company in advance of any known hazards or dangers, actual or potential, associated with any request for the provision of services by the Company including but not limited to the presence or risk of radiation, toxic or noxious or explosive elements or materials, environmental pollution or poisons;

10. The Principal shall guarantee, hold harmless and indemnify the Company and its officers, employees, agents or subcontractors against

- 10.1 all claims made by any third party for any loss, damage or expense of whatsoever nature and howsoever arising relating to the performance, purported performance or non-performance of any of services to the extent that the aggregate of any such claims relating to any one service exceeds the limit mentioned in Condition 4.2.
- 10.2 any loss or damage suffered by the Company as a result of the provision of services by the Company to the Principal otherwise than resulting from the Company's own error, negligence or wilful default.
- 11. 11.1 The Principal will punctually pay the Company immediately upon presentation of the relevant invoice or within such other period as may have been agreed in writing by the Company all charges rendered by the Company failing which interest will become due at the rate of 1.5 per cent per month from the date of invoice until payment. The Principal further agrees and undertakes to reimburse the Company all disbursements reasonably incurred in connection with the provision of its services.
 - 11.2 The Principal shall not be entitled to retain or defer payment of any sums due to the Company on account of any dispute, cross claim or set off which it may allege against the Company.
 - 11.3 In the event of any suspension of payment arrangement with creditors, bankruptcy, insolvency, receivership or cessation of business or failure of the Principal to pay part or all of any sums owing to the Company, the Company shall be entitled to suspend all further performance of its services and withhold the issue of any test report, survey, certificate of inspection or other material requested forthwith and without liability until payment of all sums owing to the Company together with interest thereon is made
- 12. Without prejudice to any rights the Company may have at law or under the Conditions, the Company has the following rights in the event of non-payment of sums owing to the Company as set out below.
 - The Company has a general and particular lien over all samples delivered to be tested for all claims and sums owing by the Principal to the Company under any contract whatsoever and in any other way whatsoever.
 - During the currency of any such lien the Company is entitled to be paid reasonable storage charges for samples retained in the Company's custody. 12.2
 - 12.3 Without prejudice to the Company's lien and other rights under Conditions 12.1 to 12.2 above, if test, inspection or survey of the goods takes place on the premises of the Company, the Company may give notice to the Principal that the goods (or any part thereof) are ready for collection and the Principal shall collect the same within three (3) calendar days (Saturdays, Sundays and Public Holidays excepted). Upon the expiry of this period, if the goods are not collected by the Principal, at the sole discretion of the Company the goods may be deemed abandoned and/or destroyed.
 - 12.4 Without prejudice to Conditions 12.3 above, the Company shall have the discretion to store the goods (or any of them) at their own premises or elsewhere at the Principal's expense if the Principal has deposited the goods at the Company's premises for the performance of these services and has subsequently failed to collect the said goods.
 - 12.5 The expenses by way of disbursements that the Company may reclaim from the Principal include all reasonable costs incurred by the Company (whether by way of storage, insurance or otherwise) in respect of the goods and it is expressly declared that it shall be reasonable but not mandatory for the Company to effect comprehensive insurance in respect of the goods
 - 12.6 Without prejudice to the Company's lien and other rights under Conditions 12.1 to 12.5 above, the risk and property in the goods shall remain at all times in the Principal
- 13. In the event of the Company being prevented by reason of any cause whatsoever outside the Company's control from performing or completing any service for which an order has been given or an agreement made, the Principal will pay to the Company:
 - 13.1 the amount of all abortive expenditure actually made or incurred; and
 - 13.2 a proportion of the agreed fee or commission equal to the proportion (if any) of the service actually carried out; and the Company shall be relieved of all responsibility whatsoever for the partial or total non-performance of the required service.
- 14. The Company shall be discharged from all liability to the Principal for all claims for loss, damage or expense unless suit is brought within twelve (12) months after the date of the performance by the Company of the service which gives rise to the claim or in the event of any alleged non-performance within twelve (12) months of the date when such service should have been completed.
- 15. In the event that any unforeseen additional time or costs are incurred in the course of carrying out any of its services the Company shall be entitled to render additional charges as shall reasonably reflect such additional time and costs incurred.
- 18. All contracts for provision of services by the Company and the Conditions shall be construed in accordance with and governed by the laws of the ROC and for the purpose of any arbitral or litigation proceedings such contracts shall be deemed to have been made and performed in Taiwan. If any provision contained in the Conditions is and/or becomes invalid, illegal or unenforceable in any respect under the laws of the ROC, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

 17. Any dispute or claim arising out of or relating to the provision of, or any agreement to provide, services by the Company shall be referred to and determined by
- arbitration subject to the Company's sole and overriding discretion to commence litigation proceedings in the courts of Taiwan or the courts of any other country as the Company may choose. The parties may agree to the appointment of an arbitrator failing which either party may, after having made a written request to concur in the appointment of an arbitrator, request the ROC Arbitration Association to appoint an arbitrator. The place of arbitration shall be in Taiwan. There shall only be



: TWNC00336074 Number

Date : Oct 16, 2013

Littelfuse, S.A. de C.V. Applicant:

Blvd. Fausto Z. Martinez #1800 Col. Magisterio Seccion 38 C.P.

26070 Piedra Negras, Coahuila, Mexico

Sample Description:

One (1) group of submitted samples said to be: Part Description : Solder Part Number 692536 Date Sample Received Oct 09, 2013 Date Test Started Oct 11, 2013

Test Conducted:

As requested by the applicant, for details please refer to attached pages.

Authorized by:

On Behalf of Intertek Testing Services

Taiwan Limited

K. Y. Liang Director

Page 1 of 6



Number: TWNC00336074

Test Conducted

Test Result Summary:

rest result Sufficiently.				
<u>Test Item</u>	<u>Unit</u>	<u>Test Method</u>	Result Silvery metal	RL
Heavy Metal			Slivery metal	
Cadmium (Cd) content	ppm	With reference to IEC 62321: 2008, by microwave digestion and determined by ICP-OES.	ND	2
Lead (Pb) content	ppm	With reference to IEC 62321: 2008, by microwave digestion and determined by ICP-OES.	207	2
Mercury (Hg) content	ppm	With reference to IEC 62321: 2008, by microwave digestion and determined by ICP-OES.	ND	2
Chromium VI (Cr ⁶⁺) content	mg/kg with 50 cm ²	With reference to IEC 62321: 2008, by boiling water extraction and determined by UV-Vis Spectrophotometer.	Negative	0.02

Remarks: ppm = parts per million based on weight of tested sample = mg/kg

ND = Not detected

RL = Reporting Limit, Quantitation limit of analyte in sample mg/kg with 50cm² = milligram per kilogram with 50 square centimeter

Negative = A negative test result indicated positive observation was not found at the time of test

Responsibility of Chemist: Kevin Liu/ Irene Chiou

Date Sample Received : Oct 09, 2013

Test Period : Oct 11, 2013 to Oct 15, 2013

RoHS Limit

Restricted Substances	<u>Limits</u>
Cadmium (Cd) content	0.01% (100ppm)
Lead (Pb) content	0.1% (1000ppm)
Mercury (Hg) content	0.1% (1000ppm)
Chromium VI (Cr ⁶⁺) content	0.1% (1000ppm)

The above limits were quoted from Annex II of 2011/65/EU for homogeneous material.



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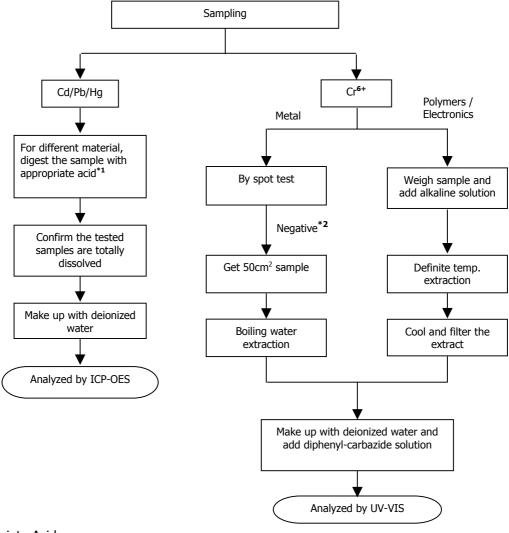
Number: TWNC00336074

Test Conducted

Measurement Flowchart:

Test for Cd/Pb/Hg/Chromium (VI)

Reference Method: IEC 62321 edition 1.0:2008



Remarks:

*1: List of Appropriate Acid :

Material	Acid Added for Digestion
Polymers	HNO ₃ ,HCl,HF,H ₂ O ₂ ,H ₃ BO ₃
Metals	HNO ₃ ,HCl,HF
Electronics	HNO ₃ ,HCl,H ₂ O ₂ ,HBF ₄

*2: If the result of spot test is positive, Chromium VI would be determined as detected.





Number: TWNC00336074



End of Report

This report is made solely on the basis of your instructions and/or information and materials supplied by you. It is not intended to be a recommendation for any particular course of action. Intertek does not accept a duty of care or any other responsibility to any person other than the Client in respect of this report and onlyaccepts liability to the Client insofar as is expressly contained in the terms and conditions governing Intertek's provision of services to you. Intertek makes nowarranties or representations either express or implied with respect to this report save as provided for in those terms and conditions. We have aimed to conductthe Review on a diligent and careful basis and we do not accept any liability to you for any loss arising out of or in connection with this report, in contract, tort, by statute or otherwise, except in the event of our gross negligence or wilful misconduct.



TWNC00336074 Number:

TERMS AND CONDITIONS OF BUSINESS

- Intertek Testing Services Taiwan Ltd. (hereinafter "the Company") agrees to provide its services in accordance with and subject to the terms and conditions herein contained (hereinafter "the Conditions"). The Conditions may only be modified by a variation expressed in writing and signed on behalf of the Company by a director 1. and no other action on the part of the Company or its employees or agents shall be construed as an acceptance of any other terms and conditions
- The Company acts for the person or body from whom the request to provide its services has originated (hereinafter "the Principal"). No other party is entitled to give instructions to the Company unless agreed by the Company.

 All rights (including but not limited to copyright) in any test reports, surveys, certificates of inspection or other material produced by the Company in the course of providing its services shall remain vested in the Company. The Principal shall not reproduce or make copies, publish or disclose the contents of any such material or extracts thereof to any third party without the Company's prior written consent, which may be refused at its discretion. The Principal further undertakes that its servants and agents shall keep confidential and shall not publish or otherwise use any information that may be acquired relating to the Company's activities.

 4.1 The Company undertakes to exercise due care and skill in the performance of its services and accepts responsibility only where such skill and care is not
- - The liability of the Company in respect of any claims for loss, damage or expense of whatsoever nature and howsoever arising in respect of any breach of contract and/or any failure to exercise due skill and care by the Company shall in no circumstances exceed a total aggregate sum equal to ten (10) times the amount of the fee or commission payable in respect of the specific service required under the particular contract with the Company which gives rise to such 4.2 claims provided however that the Company shall have no liability in respect of any claims for indirect or consequential loss including loss of profit and/or loss of future business and/or loss of production and/or cancellation of contracts entered into by the Principal.
 - 4.3 The Company shall not in any event be liable for any loss or damage caused by delay in performance or non-performance of any of its services where the same is occasioned by any cause whatsoever that is beyond the Company's control including but not limited to war, civil disturbance, requisitioning, governmental or parliamentary restriction, prohibitions or enactment of any kind, import or export regulations, strike or trade dispute (whether involving its own employees or those of any other person), difficulties in obtaining workmen or materials, breakdown of machinery, fire or accident. Should any such event occur the Company may cancel or suspend any contract for the provision of services without incurring any liability whatsoever.
 - The Company will not be liable to the Principal for any loss or damage whatsoever sustained by the Principal as a result of any failure by the Company to comply with any time estimate given by the Company relating to the provision of its services. [See clause 9.1] [See clause 9.2] 44
 - 4.5 The Principal acknowledges that samples may be damaged or destroyed in the course of testing carried out by the Company or any of the Company's agent or subcontractor as part of the necessary testing process and the Company shall not in any event be liable for any loss or damage arising from the damage or
 - destruction of the samples subject to testing.
 In the event that the Principal requests for the return of the samples, the Company shall not be responsible for any re-packaging of the samples prior to such 4 6 return and the Company shall in no circumstances be liable for any loss or damage caused to any of the samples during or as a result of their shipment to the Principal for the purpose of this Clause 4.6.
- 5 5.1 Subject to the Principal's instructions as accepted by the Company, the test reports, surveys, certificates of inspection or other material produced by the Company shall contain statements of opinion made with due care within the limitation of the instructions received by the Company. The Company is under no obligation to refer to or report upon any facts or circumstances which are outside the specific instructions received.

 For pre-shipment inspection or survey of goods, the Company's inspector shall perform the inspection or survey when goods are 100% completed, packed
 - 5.2 and marked (unless otherwise agreed between the Company and the Principal). Goods for inspection or survey shall be unpacked in the presence of the Company's inspector and inspection or survey shall, subject to Condition 5.3, take place at the place specified by the Principal.
 - If the Company's inspector finds that the location is not suitable for carrying out a proper inspection or survey of goods or where necessary equipment for inspection or survey is not available the inspector may, if practical in the circumstances, draw samples of goods from the location and carry out the inspection or survey at the premises of the Company. The Principal shall be responsible for all costs and expenses incurred in relation thereto. 5.3
 - Reports, surveys or certificates issued following testing or analysis of samples contain the Company's specific opinion on those samples only but do not express any opinion upon the bulk from which the samples were drawn. If an opinion on the bulk is requested special arrangements in writing must be made in advance with the Company's responsibility extend beyond inspection, 5.4 testing and reporting upon the samples actually drawn from the bulk and inspected, tested and surveyed by the Company and any inference to be drawn from the results of such inspection or survey or testing shall be entirely in the discretion and at the sole and exclusive responsibility of the Principal
- 6 The Company shall be entitled at its discretion to delegate the performance of the whole or any part of the services contracted for with the Principal to any agent or subcontractor
- Every officer, employee, agent or subcontractor of the Company shall have the benefit of the limitations of liability and the indemnities contained in the General Conditions. So far as relates to such limitations and indemnities, any contract entered into by the Company is entered into not only on its own behalf but also as
- agent and trustee for every such person as aforesaid.

 If the requirements of the Principal necessitate the analysis of samples by the Principal or by any third party the Company will pass on the results of the analysis but without responsibility for its accuracy. Where the Company is only able to witness an analysis by the Principal or by any third party the Company will provide confirmation, if such be the case, that a correct sample has been analysed but will not otherwise be responsible for the accuracy of such analysis.
- The Principal will:
 - 9.1 ensure that instructions to the Company are given in due time and are accompanied by sufficient information to enable the required services to be performed effectively:
 - 9.2 accept that documents reflecting arrangements or agreements made between the Principal and any third party, or third party documents such as copies of contracts of sale, letters of credit, bills of lading, etc. are -if received by the Company considered to be for information only, without extending or restricting the services to be provided or obligations accepted by the Company.
 - 9.3 procure all necessary access for the Company's representatives to enable the required services to be performed effectively.
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 - supply, if required, any special equipment and personnel necessary for the performance of the required services.

 ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of the required



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- take all necessary steps to eliminate or remedy any obstruction to or interruptions in the performance of the required services and repack all inspected goods immediately after any inspection or survey of them;
- inform the Company in advance of any known hazards or dangers, actual or potential, associated with any request for the provision of services by the Company including but not limited to the presence or risk of radiation, toxic or noxious or explosive elements or materials, environmental pollution or poisons;

10. The Principal shall guarantee, hold harmless and indemnify the Company and its officers, employees, agents or subcontractors against

- 10.1 all claims made by any third party for any loss, damage or expense of whatsoever nature and howsoever arising relating to the performance, purported performance or non-performance of any of services to the extent that the aggregate of any such claims relating to any one service exceeds the limit mentioned in Condition 4.2.
- 10.2 any loss or damage suffered by the Company as a result of the provision of services by the Company to the Principal otherwise than resulting from the Company's own error, negligence or wilful default.
- 11. 11.1 The Principal will punctually pay the Company immediately upon presentation of the relevant invoice or within such other period as may have been agreed in writing by the Company all charges rendered by the Company failing which interest will become due at the rate of 1.5 per cent per month from the date of invoice until payment. The Principal further agrees and undertakes to reimburse the Company all disbursements reasonably incurred in connection with the provision of its services.
 - 11.2 The Principal shall not be entitled to retain or defer payment of any sums due to the Company on account of any dispute, cross claim or set off which it may allege against the Company.
 - 11.3 In the event of any suspension of payment arrangement with creditors, bankruptcy, insolvency, receivership or cessation of business or failure of the Principal to pay part or all of any sums owing to the Company, the Company shall be entitled to suspend all further performance of its services and withhold the issue of any test report, survey, certificate of inspection or other material requested forthwith and without liability until payment of all sums owing to the Company together with interest thereon is made
- 12. Without prejudice to any rights the Company may have at law or under the Conditions, the Company has the following rights in the event of non-payment of sums owing to the Company as set out below.
 - The Company has a general and particular lien over all samples delivered to be tested for all claims and sums owing by the Principal to the Company under any contract whatsoever and in any other way whatsoever.
 - During the currency of any such lien the Company is entitled to be paid reasonable storage charges for samples retained in the Company's custody. 12.2
 - 12.3 Without prejudice to the Company's lien and other rights under Conditions 12.1 to 12.2 above, if test, inspection or survey of the goods takes place on the premises of the Company, the Company may give notice to the Principal that the goods (or any part thereof) are ready for collection and the Principal shall collect the same within three (3) calendar days (Saturdays, Sundays and Public Holidays excepted). Upon the expiry of this period, if the goods are not collected by the Principal, at the sole discretion of the Company the goods may be deemed abandoned and/or destroyed.
 - 12.4 Without prejudice to Conditions 12.3 above, the Company shall have the discretion to store the goods (or any of them) at their own premises or elsewhere at the Principal's expense if the Principal has deposited the goods at the Company's premises for the performance of these services and has subsequently failed to collect the said goods.
 - 12.5 The expenses by way of disbursements that the Company may reclaim from the Principal include all reasonable costs incurred by the Company (whether by way of storage, insurance or otherwise) in respect of the goods and it is expressly declared that it shall be reasonable but not mandatory for the Company to effect comprehensive insurance in respect of the goods
 - 12.6 Without prejudice to the Company's lien and other rights under Conditions 12.1 to 12.5 above, the risk and property in the goods shall remain at all times in the Principal
- 13. In the event of the Company being prevented by reason of any cause whatsoever outside the Company's control from performing or completing any service for which an order has been given or an agreement made, the Principal will pay to the Company:
 - 13.1 the amount of all abortive expenditure actually made or incurred; and
 - 13.2 a proportion of the agreed fee or commission equal to the proportion (if any) of the service actually carried out; and the Company shall be relieved of all responsibility whatsoever for the partial or total non-performance of the required service.
- 14. The Company shall be discharged from all liability to the Principal for all claims for loss, damage or expense unless suit is brought within twelve (12) months after the date of the performance by the Company of the service which gives rise to the claim or in the event of any alleged non-performance within twelve (12) months of the date when such service should have been completed.
- 15. In the event that any unforeseen additional time or costs are incurred in the course of carrying out any of its services the Company shall be entitled to render additional charges as shall reasonably reflect such additional time and costs incurred.
- 18. All contracts for provision of services by the Company and the Conditions shall be construed in accordance with and governed by the laws of the ROC and for the purpose of any arbitral or litigation proceedings such contracts shall be deemed to have been made and performed in Taiwan. If any provision contained in the Conditions is and/or becomes invalid, illegal or unenforceable in any respect under the laws of the ROC, the validity, legality and enforceability of the remaining
- provisions hereof shall not in any way be affected or impaired thereby.

 17. Any dispute or claim arising out of or relating to the provision of, or any agreement to provide, services by the Company shall be referred to and determined by arbitration subject to the Company's sole and overriding discretion to commence litigation proceedings in the courts of Taiwan or the courts of any other country as the Company may choose. The parties may agree to the appointment of an arbitrator failing which either party may, after having made a written request to concur in the appointment of an arbitrator, request the ROC Arbitration Association to appoint an arbitrator. The place of arbitration shall be in Taiwan. There shall only be