

TEST REPORT

Applicant: LGT Logistic and Goods Testing Institute GmbH
Report No: 1002584659
Address: Joseph-von-Fraunhofer-Str.9 83209 Prien a. Chiemsee
Date: January 21, 2025
Customer: Xplorys BV – Dooky
Dopplerstraat 12
1704 SR Heerhugowaard
The Netherlands
Recipient: Andy van Staveren

Attn: Mr. Menghin / Mr. Rietdorf

Sample Description : Dooky sunglasses Gili (3511110/3511111/3511112)
Job-Number : 212819
Quantity Submitted : 3 pieces + 2 pieces
Brand : Dooky
Model No. : 3511110/3511111/3511112 Dooky Sunglasses Baby Junior Gili
Color : Beige
Lens Type : Polarized
Cat. No. : 3
Target Group : Children
Supplier : XPLORYS BV - DOOKY
Retest : Yes
Previous Test Report No. : 1002561042
Date(s) of samples received : December 24, 2024 & January 16, 2025
Date of Test Period : December 24, 2024 – December 30, 2024 & January 16, 2025 – January 21, 2025

OVERALL RESULT: PASS

Notes: 1. The results only relate to the samples tested.
2. Only test clause 5.3.4 Additional transmittance requirements for specific filter types (clause 5.3.4.2 Polarizing filters), other results refer to 1002561042, issued on December 30, 2024.

For and on behalf of :
UL VS Shanghai Limited Shenzhen Branch



Hedy Li - Laboratory Manager
(Eyewear Department)



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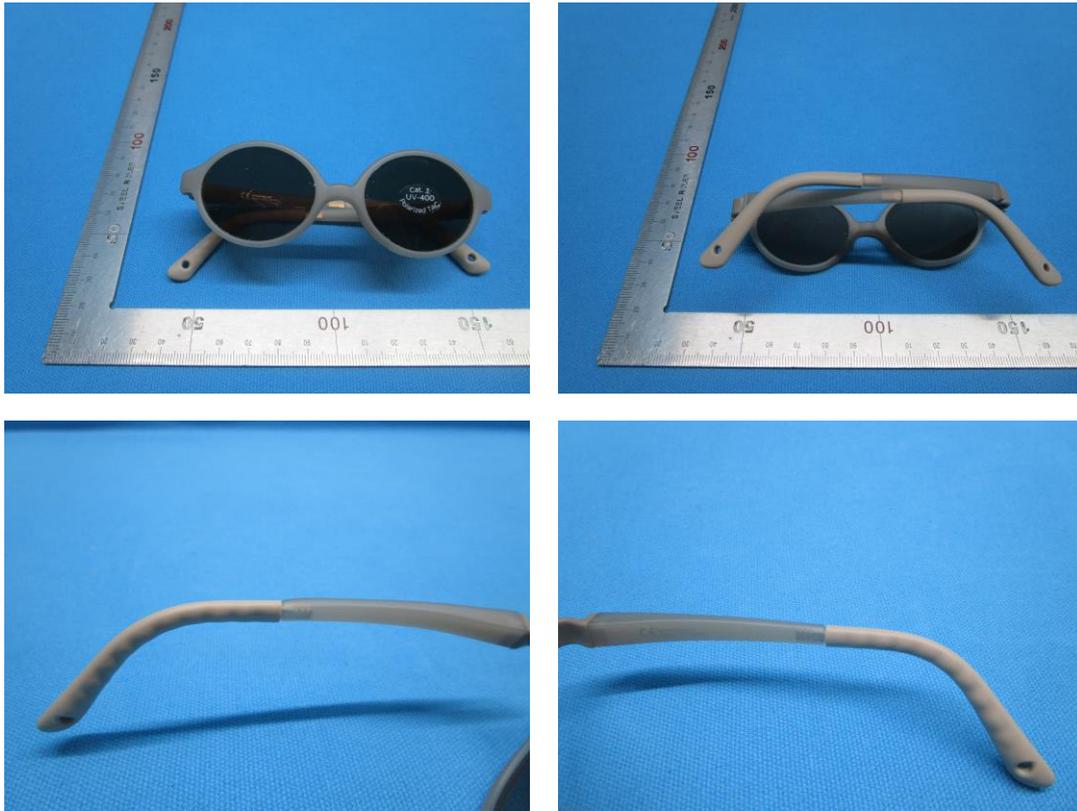
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SZ-FAF-001 (2024-02-04)

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Product Photo:



Conclusion:

Tested Samples
 Tested components of submitted samples

Standard
 EN ISO 12312-1:2022 Eye and face protection-Sunglasses and related eyewear - Part 1: Sunglasses for general use, excluding - Clause 12 Information and labeling

Result
 PASS

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TEST RESULTS

1. EN ISO 12312-1:2022 Eye and face protection-Sunglasses and related eyewear - Part 1: Sunglasses for general use

Note 1: Sunglasses shall be designed and manufactured in such a way that when used under the conditions and for the purposes intended, they will not compromise the health (and safety) of the wearer. The risks posed by substances leaking from the device that may come into prolonged contact with the skin shall be reduced by the manufacturer to below any regulatory limit. Special attention shall be given to substances which are allergenic, carcinogenic, mutagenic, or toxic to reproduction.

Note 2: The filter has a luminous transmittance of less than 75% and higher than 8%, the following warning: "Not suitable for driving in twilight or at night." or "Not suitable for driving at night or under condition of dull light" should be provided.

CLAUSES	REQUIREMENTS	RESULT	
4 Construction and materials			
4.1	Construction	P	
4.2	Filter material and surface quality	P	
4.3	Physiological compatibility (Nickel Release)	NA	
5 Transmittance			
5.2	Transmittance and filter categories	Filter categories	P
		UV requirements	P
5.3 General transmittance requirements			
5.3.1	Uniformity of luminous transmittance	P	
5.3.2	Requirements for road use and driving	5.3.2.1 General	P
		5.3.2.2 Road use (including driving) in twilight or at night	See Note 2
5.3.3	Wide-angle scatter	P	
5.3.4	Additional transmittance requirements for specific filter types	5.3.4.1 Photochromic filters	NA
		5.3.4.2 Polarizing filters	P
		5.3.4.3 Gradient-tinted filters	NA

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TEST RESULTS

CLAUSES	REQUIREMENTS	RESULT
6 Refractive power		
6.1	Spherical and astigmatic power	P
6.2	Spatial deviation	NA
6.3	Prism imbalance (relative prism error)	P
7 Robustness		
7.1	Minimum robustness of filters	P
7.2	Frame deformation and retention of filters	P
8	Resistance to solar radiation	P
9	Resistance to ignition	P
11 Protective requirements		
11.1	Coverage area	P
12 Information and labeling		
12.1	Information to be supplied with each pair of sunglasses	NR

Abbreviation: P=Pass; NA=Not Applicable; NR=Not Require; NC= Not Comment; ✓=Checked

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TEST RESULTS

Construction—Clause 4.1 Filter material and surface quality —Clause 4.2

Sample No.	Defects				Comment	Result
	Construction		Filter material and surface quality			
	Observed	Absent	Observed	Absent		
1#		✓		✓	--	P

Requirements:

- Construction: shall be smooth and without sharp projections;
- Filter material and surface quality: Except in a marginal area 5 mm wide, sunglass filters shall have no material or machining defects within an area of 30 mm diameter centred on the reference point that could impair vision, e.g. bubbles, scratches, inclusions, dull spots, pitting, mould marks, notches, reinforced areas, specks, beads, water specks, pock marks, gas inclusions, splintering, cracks, polishing defects or undulations. If this 5 mm wide portion around the edge of the test sample intrudes into this circular area, then this intrusion shall be excluded from testing.

Transmittance and filter categories —Clause 5.2

Sample No.	1#			
Test Items	Requirements	Left	Right	Result
Luminous transmittance $\tau_{V D65}$ (380~780) nm (%)	For Cat. 0: 80.0~100	13.52	13.64	P
	For Cat. 1: 43.0~80.0			
	For Cat. 2: 18.0~43.0	3	3	
	For Cat. 3: 8.0~18.0			
	For Cat. 4: 3.0~8.0			
τ_{SUVB} (280~315) nm (%)	For Cat. 0, 1: $\leq 0.05 \tau_{V D65}$	0.08	0.09	P
	For Cat. 2: 1.0% absolute or 0.05 $\tau_{V D65}$ whichever is greater			
	For Cat. 3, 4: 1.0% absolute			
τ_{SUVA} (315~380) nm (%)	For Cat. 0, 1: $\leq \tau_{V D65}$	0.02	0.02	P
	For Cat. 2, 3: $\leq 0.5 \tau_{V D65}$			
	For Cat. 4: 1.0% absolute or 0.25 $\tau_{V D65}$ whichever is greater			

Measurement Uncertainty (if necessary):

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TEST RESULTS

Uniformity of luminous transmittance — Clause 5.3.1

Sample No.	1#			
Test Items	Requirements	Left	Right	Result
Difference within filter (%) (relative to higher value)	The relative difference in the luminous transmittance value shall not be greater than 15%, except for Cat.4 where it shall not be greater than 20%	3.4	2.1	P
Difference with mounted filters (relative to higher value)	The relative difference between the luminous transmittance value of the visual center for right and left eye shall not exceed 15%	0.9		P

Measurement Uncertainty (if necessary):

Requirements for road use and driving — Clause 5.3.2

Sample No.	1#			
Test Items	Requirements	Left	Right	Result
Spectral transmittance (475~650)nm (%)	$\geq 0.2 \tau_{V D65}$	9.00	9.07	P
Red Signal	≥ 0.80	1.50	1.49	P
Yellow Signal	≥ 0.60	1.18	1.17	
Green Signal	≥ 0.60	0.89	0.89	
Blue Signal	≥ 0.60	0.83	0.83	
Road use (including driving) in twilight or at night	$\tau_{V D65} \geq 75\%$	13.52	13.64	See Note 2

Measurement Uncertainty (if necessary):

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TEST RESULTS

Wide-angle scatter — Clause 5.3.3

Sample No.	Wide-angle scatter (%)		Result
	Left	Right	
1#	0.7	0.8	P

Requirements:

The wide-angle scatter of the filters in the condition as supplied by the manufacturer shall not exceed the value of 3%.

Measurement Uncertainty (if necessary):

Additional transmittance requirements for specific filter types (Polarizing filters) — Clause 5.3.4.2

Sample No.	4#			
Test Items	Requirements	Left	Right	Result
Degree of polarizing Filters (°)	The filters shall be fitted in the frame so that their planes of transmission do not deviate from the vertical, or from the specified direction if different from the vertical, by more than $\pm 5^\circ$.	-2.80	-1.38	P
	The misalignment between the plane of polarization of both filters $\leq 6^\circ$;	1.42		
The polarization efficiency (%)	For category 1 : $>60\%$ For category 2,3,4 : $>78\%$	96.4	96.1	P

Measurement Uncertainty (if necessary)

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Refractive power—Clause 6.1 & 6.3

Sample No.	2#			
Test Items	Requirements	Left	Right	Result
Spherical Power (D)	± 0.12D	-0.02	0.00	P
	The difference between the spherical powers of the right and the left filters in the mounted state shall not exceed 0.18 dioptres.	0.02		P
Astigmatic Power (D)	≤0.12D	0.00	0.04	P
Prism imbalance (cm/m)	Horizontal	Base Out: <1.00	0.03	P
		Base In: <0.25	--	
	Vertical	<0.25	0.01	

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TEST RESULTS

Minimum robustness of filters — Clause 7.1

Sample No.	Defects		Comment	Result
	Observed	Absent		
3#		✓	--	P

Requirements:
 None of the following defects shall appear on filters:
 a. Filter fracture;
 b. Filter deformation;

Frame deformation and retention of filters —Clause 7.2

Sample No.	Boxed center distance C (mm)	Residual deformation X (mm)	Deformation Percentage Φ(%)	Structure		Lens Retention		Result
				Meet	No Meet	Meet	No Meet	
2#	58.00	0.06	0.1	✓		✓		P

Requirements:
 1. Be permanently deformed from its original configuration by not more than 2% of the distance, C, Deformation percentage Φ; Calculation: $\Phi(\%) = X/C * 100$
 2. No fracture or crack at any point;
 3. No filter shall be displaced from the frame.

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Resistance to solar radiation — Clause 8

Sample No.		1#				
Test Items		Requirements	Left	Right	Result	
The relative change of luminous transmittance		For Cat. 0: $< \pm 3\%$	Before exposure	13.52	13.64	P
		For Cat. 1: $< \pm 5\%$	After exposure	13.50	13.59	
		For Cat. 2: $< \pm 8\%$	Difference	-0.1	-0.4	
Wide-angle scatter		For Cat. 3, 4: $< \pm 10\%$	After exposure, the value of wide-angle scatter shall not exceed the value of 3%;	0.8	0.8	P
Requirements for the ultraviolet spectral range for $\tau_{V D65}$ (%)	τ_{SUVB} (280~315) nm (%)	For Cat. 0,1: $\leq 0.05 \tau_{V D65}$ For Cat. 2: 1.0% absolute or $0.05 \tau_{V D65}$ whichever is greater For Cat. 3, 4: 1.0% absolute	0.09	0.09	P	
	τ_{SUVA} (315~380) nm (%)	For Cat. 0,1: $\leq \tau_{V D65}$ For Cat. 2, 3: $\leq 0.5 \tau_{V D65}$ For Cat. 4: 1.0% absolute or $0.25 \tau_{V D65}$ whichever is greater	0.02	0.02	P	

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TEST REPORT

Applicant: LGT Logistic and Goods Testing Institute GmbH
 Report No: 1002584659
 Address: Joseph-von-Fraunhofer-Str.9 83209 Prien a. Chiemsee
 Date: January 21, 2025
 Customer: Xplorys BV – Dooky
 Dopplerstraat 12
 1704 SR Heerhugowaard
 The Netherlands
 Recipient: Andy van Staveren

TEST RESULTS

Resistance to ignition — Clause 9

Sample No.	Continued combustion		Comment	Result
	Yes	No		
3#		✓	--	P
Requirements: The filters and frame shall be no continued combustion after withdrawal of the test rod.				

Coverage area — Clause 11.1

Sample No.	Type (Adult/Children)	Coverage area		Comment	Result
		Meet	No meet		
2#	Children	✓		--	P
Requirements: 1. Adult's sunglasses: The view through Sunglasses shall cover two ellipses of horizontal diameter of 40mm and a vertical diameter of 28mm, the centers of which are separated 64mm and symmetrically placed on either side of the centers of the nose bridge of the frame. 2. Children's sunglasses: The view through Sunglasses shall cover two ellipses of horizontal diameter of 34mm and a vertical diameter of 24mm, the centers of which are separated 54mm and symmetrically placed on either side of the centers of the nose bridge of the frame.					

***** THE END*****

***** Page 11 of 11*****

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SZ-FAF-001 (2024-02-04)

UL VS Terms and Conditions

All services are governed by the following Terms and Conditions.

- 1. Verification Services.** The UL Contracting Party ("we", "us", or "our" as the context requires) will perform commercial testing, verification, audit, assessment, inspection, and/or other services ("Services") in accordance with your instructions as described in this order, scope of work, project proposal, quotation, or order acknowledgment ("Quotation"). The Services will be limited to an assessment of your samples' conformity to requirements, specifications, and/or protocols you have established ("Your Requirements"), and do not express any opinion regarding the bulk from which the samples were drawn. The Services do not involve any assessment or evaluation to independent safety standards, and we and our affiliates have no responsibility to make any independent safety assessment of any samples.
- 2. Retailer Programs.** If you request us to test compliance with retailer, carrier or other third party program ("Retailer") by requesting Services under the Retailer's program, you consent to our disclosure of all associated information, materials, and deliverables to such Retailer and acknowledge that, notwithstanding any terms to the contrary in these Terms and Conditions, the ownership of the deliverables for the Services will be in accordance with the Retailer's program.
- 3. Payment Terms.** You will pay, without set off, our fees and related expenses in accordance with our then current pricing or as set out on the Quotation including the cost of all taxes, wire or transfer fees, duties, and other fiscal charges which become due on the quoted price and will indemnify us from and against liabilities, incurred as a result of failure to pay any such sums when they become due. We may charge interest at 1% per month (12% per year), or the maximum legal rate if less than 1.0% per month, from the due date until paid fully. You agree to pay reasonable collection costs, including attorneys' fees, if necessary, in the event of late or non-payment.
- 4. Your Requirements.** You are responsible for establishing or selecting all Your Requirements that we will use in performing the Services. We may provide you with assistance in developing Your Requirements that meet your needs, however, in all cases you must review and approve Your Requirements to be used in performing the Services.
- 5. Estimated Schedule and Price.** Any time schedule and pricing terms set forth in this Quotation are estimates only and subject to change upon reasonable notice from us depending upon the specific project.
- 6. On-Site Investigations.** If we perform Services on site at your facilities, or at the facilities of other parties as directed by you; you will ensure that our representatives have safe, secure, and free access to the facilities. Our access will not be conditioned upon the execution of any agreement, waiver, or release. If our representatives are prevented from performing or completing any Services for any reason beyond our reasonable control, we will not be responsible for the nonperformance, and you may be charged for any actual expenses we incur and fees for Services performed.
- 7. Deliverables.** We will provide you with a report outlining: (i) your instructions and request for Services accepted by us, (ii) Your Requirements used in providing the Services, (iii) the Services performed, and (iv) the results of those Services. We are under no obligation to refer to or report on any facts or circumstances which are outside your specific instructions received and accepted by us.
- 8. Our Findings.** We do not guarantee that our opinions or findings will be recognized or accepted by third parties.
- 9. Use of Names and Marks.** Except as otherwise authorized by us in writing, you will not use our name, abbreviation, symbols, marks, or the name of any of our subsidiaries, affiliates, or parent on any goods or their containers or packaging, or in connection with any advertising, promotions, or otherwise.
- 10. Cancellation Fees.** If you cancel or change a Quotation: (i) for an inspection after 3:00 PM of the working day before the scheduled inspection date, we will charge you the Quotation price plus any travel costs incurred before the cancellation; (ii) for testing after we receive the sample(s) at the testing facility, we will charge you cancellation fees according to the amount of actual work performed with a minimum cancellation fee of \$100 USD; or (iii) for a scheduled audit date, you will be responsible for all incurred non-refundable travel costs associate with that audit. Any change or cancellation of an audit that occurs within 7 days of the scheduled audit will be charged a \$600 USD fee in addition to any incurred travel costs.
- 11. No Warranty.** NO REPRESENTATION, WARRANTY, OR GUARANTEE, EXPRESS OR IMPLIED, IS INCLUDED IN THESE TERMS AND CONDITIONS, OR IN ANY QUOTATION, REPORT, OR OTHER DOCUMENT PROVIDED UNDER THESE TERMS AND CONDITIONS INCLUDING, BUT NOT LIMITED TO: (i) ANY "IMPLIED WARRANTY OF MERCHANTABILITY" OR "FITNESS FOR A PARTICULAR PURPOSE", (ii) NON INFRINGEMENT, AND (iii) THAT THE WEB SERVICES (AS DEFINED BELOW) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.
- 12. Your Information.** You represent and warrant that all information and data provided to us by you, or on your behalf ("Your Information"), is complete and accurate and may be relied upon to provide Services. In addition, you represent and warrant that all of Your Information is owned or licensed by you, and does not infringe on the intellectual property rights of any third party. If any information or data provided to us by you or on your behalf is either incomplete or inaccurate, we will not be liable in any manner for any deficiencies in the Services.
- 13. Ownership of Work Product.** You will own the test reports or other materials provided to you pursuant to any Quotation. We may retain a copy of the test reports and other materials for our archives and for creating reports for you and third parties, as required by you.
- 14. Web Services.** We may provide you with certain website tools and related services, including the ability to order services online through a website (collectively, the "Web Services"). The Web Services are provided to you as a convenience and are provided on an "as is, as available" basis. By using the Web Services, you acknowledge and agree that no data or content transmitted over our networks, the Internet, or wirelessly, or through or in connection with the Web Services, is guaranteed to be secure or free from unauthorized intrusion, and that data stored by us, our affiliates, or our service providers may be deleted, modified, or damaged. You acknowledge that if you wish to protect your transmission of data or files to us, it is your responsibility to use a secure encrypted connection to communicate with and use the Web Services. Your use of the Web Services is at your sole risk and is subject to any terms of use applicable to such Web Services. Web Services are included in the definition of Services above.
- 15. Confidentiality.** We will not disclose your information obtained in confidence ("Confidential Information") to third parties, except our subsidiaries, affiliates, or subcontractors, without your prior written authorization. Confidential Information will not include information: (a) already known to us, (b) publicly available, (c) subsequently acquired by us from other sources without a breach of these Terms and Conditions, (d) disclosure that is necessary to perform the Services, (e) required to be produced by law or government order, or accreditation authority, or (f) related to a product bearing a UL Mark that should be disclosed to us or our affiliates pursuant to another agreement with you.
- 16. Samples.** If we require sample examination, you will ship samples to us at your expense. Upon completion of testing, the samples will be destroyed, unless other arrangements are made for return of the samples at your expense. You acknowledge that testing and sample preparation may damage or destroy the sample(s), for which we will not be liable.
- 17. LIMITATION OF LIABILITY.** OUR LIABILITY FOR ANY CLAIMS FOR LOSS, DAMAGE, OR EXPENSE OF ANY NATURE AND HOWSOEVER ARISING INCLUDING WITHOUT LIMITATION CLAIMS FOR ANY BREACH OF CONTRACT AND/OR ANY FAILURE TO EXERCISE APPROPRIATE SKILL AND CARE BY US WILL UNDER NO CIRCUMSTANCE EXCEED THE FEES RECEIVED FOR THE SPECIFIC SERVICES WHICH GIVE RISE TO SUCH CLAIMS. UNDER NO CIRCUMSTANCE WILL WE HAVE ANY LIABILITY FOR ANY CLAIMS FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO: LOSS OF PROFITS, GOODWILL, USE, DATA, FUTURE BUSINESS, OR PRODUCTION; CANCELLATION OF CONTRACTS ENTERED INTO BY YOU; OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). UNDER NO CIRCUMSTANCE WILL WE BE LIABLE TO YOU FOR ANY CLAIMS FOR LOSS, DAMAGE, OR EXPENSE UNLESS SUCH CLAIM IS BROUGHT UNDER SECTION 25 (DISPUTES) WITHIN TWELVE MONTHS AFTER THE DATE OF THE PERFORMANCE BY US OF THE SERVICES WHICH GIVE RISE TO THE CLAIM OR, IN THE EVENT OF ANY ALLEGED NON-PERFORMANCE, WITHIN TWELVE MONTHS OF THE DATE WHEN SUCH SERVICES SHOULD HAVE BEEN COMPLETED.
- 18. Indemnification.** You will defend, hold harmless, and indemnify us and our officers, directors, trustees, employees, agents, or subcontractors against all claims made by any third party for loss, damage, or expense arising out of these Terms and Conditions, including without limitation, the performance or non-performance of any Services or the Web Services.
- 19. Waiver.** Any failure by a party to insist upon the performance of any section of these Terms and Conditions will not constitute a waiver of any rights under these Terms and Conditions or future performance of that section.
- 20. No Third Party Beneficiaries.** The parties intend that no provisions of these Terms and Conditions will in any way bind or benefit any third party or the public at large and that no third party will have any rights or cause of action under these Terms and Conditions. In particular, in the event Singapore law governs these Terms and Conditions pursuant to Section 24 (Governing Law), a person or entity who is not a party to these Terms and Conditions will have no right under the Contracts (Rights of Third Parties) Act (Chapter 53B) to enforce any term of these Terms and Conditions, regardless of whether such person or entity has been identified by name, as a member of a class, or as answering a particular description.
- 21. No Assignment.** Neither party may assign any of its rights or obligations under these Terms and Conditions to any other person without the other party's written authorization. However, we may, upon written notice, assign our rights and obligations under these Terms and Conditions to any of our affiliates or subsidiaries.
- 22. Subcontracting.** We may use subcontractors for certain testing or other Services. All subcontractors will meet our current qualification requirements and will comply with our requirements for confidentiality, conflicts of interest, and ethical standards.
- 23. Termination and Notice.** These Terms and Conditions will continue in effect until terminated by either party upon thirty days written notice or, in the event of your breach of these Terms and Conditions, immediately upon receipt of written notice to you. You will pay those fees and expenses incurred by us prior to termination. Notice to either party may be made by hand delivery, courier service, mail, facsimile, or e-mail transmission at the receiving party's designated principal place of business. Notice to us must be sent both to: UL Verification Services Pte. Ltd, Attn: President, 1 Maritime Square, Harbour Front Centre, #11-03, Singapore 099253 with a copy to UL LLC, Attn.: General Counsel at 333 Pfingsten Road, Northbrook, Illinois 60062. Notice will be effective upon receipt.
- 24. Governing Law:** These Terms and Conditions will be governed and interpreted by the laws of the State of Illinois, United States of America, except if: (i) UL Contracting Party's principal place of business is Asia, Australia, or New Zealand, then Singapore law, and (ii) UL Contracting Party's principal place of business is Europe, then Swiss law, without reference to the applicable jurisdiction's choice of law principles.
- 25. Disputes.** Any dispute or disagreement, other than nonpayment of fees, relating to these Terms and Conditions or the Services, will be settled by confidential, binding arbitration administered by the International Centre for Dispute Resolution of the American Arbitration Association ("AAA") pursuant to the AAA Commercial Arbitration Rules and the Procedures for Large, Complex Commercial Disputes. The arbitration venue will be Chicago, Illinois, except if: (i) UL Contracting Party's principal place of business is in Europe, the venue will be Geneva, Switzerland, and (ii) UL Contracting Party's principal place of business is in Asia, Australia, or New Zealand, the venue will be Singapore, Republic of Singapore. The arbitration will be conducted before a panel of three (3) arbitrators. The arbitration panel will be selected as follows: the parties will request a list of ten (10) arbitrators drawn from the AAA's panel of commercial arbitrators (who are experienced in and familiar with the AAA's Procedures for Large, Complex Commercial Disputes). From this list, both parties will each choose one arbitrator. After they have been notified of their panel selection, the two (2) arbitrators will agree on a third arbitrator from the list of ten (10), who will be the chair of the panel, and the panel will be final. The decision of the majority of the arbitrators will be the panel's decision. The arbitrators will not have the authority to add, change, or disregard any term of these Terms and Conditions to award incidental, consequential, or punitive damages (including, but not limited to, loss of use, unjust enrichment, and/or lost profits), or exceed the remedies provided by the limitation of liability of these Terms and Conditions. The panel's decision will be binding and judgment on the arbitration award may be entered by a court of competent jurisdiction. Arbitration will be the final remedy for any dispute between the parties arising out of these Terms and Conditions, provided, however, that nothing herein will prevent either party from seeking a court order for injunctive relief (in addition to other remedies) to stop or prevent misuse or misappropriation of its marks, confidential or proprietary information, or infringement of its intellectual property, in a court of law. All arbitrations will be conducted in English.
- 26. Severability.** If any section of these Terms and Conditions is held invalid, void, or unenforceable for any reason that section will be severed, and all other sections of these Terms and Conditions will remain valid to the extent permissible under law.
- 27. Modifications.** These Terms and Conditions are the entire and complete agreement between the parties and supersede any other communications, representations, or agreements with respect to its subject matter. Under no circumstances will any preprinted, additional, or different terms and conditions on your requests for quotation, purchase orders, invoices, sales or marketing materials, emails, any acceptance communications, or other business documents apply to any Services or Quotation or bind us in any manner. Modifications that have not been made by us or that have not been accepted by us in a written or emailed confirmation from us are not accepted by us, and commencement of performance will not signify acceptance by us of any such modifications. Any such modifications are excluded from our agreement, and such modifications will not be a binding agreement on us.
- 28. Order of Precedence.** Except for conflicts with Section 3 (Payment Terms), Section 5 (Estimated Schedule and Price) and Section 10 (Cancellation Fees), these Terms and Conditions will take precedence over any conflicting terms in any Quotation.
- 29. Electronic Signature.** These Terms and Conditions may be executed and delivered by facsimile, PDF, or by means of other electronic signature. Our electronic, digital, or hard copies of these Terms and Conditions, your acceptance, and Quotations as signed, or otherwise accepted, by you will be the true, complete, valid, authentic, and enforceable copies of these documents. You agree that you will not contest the admissibility or enforceability of our copies in a court or any proceeding arising out of such documents.
- 30. Force Majeure.** Neither party will be liable for any failure or delay in the performance of its obligations due to fire, flood, earthquake, governmental actions, epidemics, elements of nature, or acts of God, acts of war, terrorism, riots, civil disorder, rebellions, or other similar cause beyond the reasonable control of the party affected, provided such default or delay: (i) could not have been prevented by reasonable precautions; (ii) cannot reasonably be circumvented; (iii) and the party hindered or delayed immediately notifies the other party describing the circumstance causing delay.