



Test Report T6627-01-2 Issue 1  
EN 166:2001  
Swiss Eye International GmbH  
Raptor Spectacles  
10 August 2011



Certificate 1722.01

Approved by:

Prepared by:

A handwritten signature in blue ink, reading 'Keith E. Whitten'.

Keith E. Whitten  
Laboratory Manager

A handwritten signature in blue ink, reading 'Cathy Woloszyn'.

Cathy Woloszyn  
Laboratory Assistant

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Nord-West Ring 14,  
32832 Augustdorf,  
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**Objective:**

Contract testing to EN 166:2001, “Personal Eye Protection - Specifications”.

- Clauses: 7.1 Basic requirements  
7.2.1.2 Protection against optical radiation, Ultraviolet filters (EN 170:2002)  
*(Clear and Yellow)*  
7.2.1.4 Protection against optical radiation, Sunglare filters for industrial use (EN 172+A2:2001)  
*(Smoke and Orange)*  
7.2.2 Protection against high-speed particles – Low energy impact (F)  
*(Clear, Orange, Yellow and Smoke)*

**Samples:**

Raptor Spectacles

Ocular Variant	Quantity	Sample ID
Clear	30	7A
Orange	30	7D
Yellow	30	7C
Smoke	30	7B

Date submitted: 25 July 2011

**Procedures:**

Testing protocols in accord with good laboratory practice were employed unless otherwise specified, for all tests. All tests were conducted in a standard laboratory atmosphere unless otherwise specified.

Testing procedures were followed as specified within:

- EN 167:2001 “Personal eye-protection - Optical test methods”
- EN 168:2001 “Personal eye-protection - Non-optical test methods”

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

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

Variation in luminous transmittance- P1 and P2, The actual variation is compared to the specification. If the actual variation does not meet the specification, then the corrected variation is used. The corrected variation is calculated from the difference between the theoretical and actual variation. The theoretical values are determined by applying Beer-Lambert’s Law to the known thickness variation of the lens. Lens has a 52 mm vertical depth therefore 42 mm area measured.

Spherical, astigmatic, and prismatic refractive powers are a function of lens geometry, not tint, therefore they were only performed on one variant.

Samples assessed with temples in position that provided most coverage, third click down from top.

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**Assessment summary:**

Dates tested: 04 through 08 August 2011

EN 166:2001 Requirements	Compliant	Non-Compliant
6 Design and manufacture		
6.1 General construction	X	
6.2 Materials	Not assessed	
6.3 Headbands	Not applicable	
7.1 Basic requirements		
7.1.1 Field of vision	X	
7.1.2 Optical requirements		
7.1.2.1 Spherical, astigmatic, and prismatic refractive powers	Optical Class 1	
7.1.2.2 Transmittance		
7.1.2.2.1 Oculars without filtering action	Not applicable	
7.1.2.2.2 Oculars with filtering action	See 7.2.1	
7.1.2.2.3 Variations in transmittance	X	
7.1.2.3 Diffusion of light	X	
7.1.3 Quality of material and surface	X	
7.1.4 Robustness		
7.1.4.1 Minimum robustness	Not applicable	
7.1.4.2 Increased robustness	X	
7.1.5 Resistance to Ageing		
7.1.5.1 Stability at elevated temperatures	X	
7.1.5.2 Resistance to ultraviolet radiation (oculars only)	X	
7.1.6 Resistance to corrosion	Not applicable	
7.1.7 Resistance to ignition	X	
7.2 Particular requirements (Optional)		
7.2.1 Protection against optical radiation		
7.2.1.2 Ultraviolet filters (EN170)	X	
7.2.1.4 Sunglare filters for industrial use (EN172)	X	
7.2.2 Protection against high speed particles (F)	X	
7.2.8 Lateral Protection	X	
7.3 Optional requirements	None claimed	
9 Marking	Not assessed	
10 Information supplied by the manufacturer	Not assessed	

Samples as assessed meet the requirements of EN166:2001 and as a result of this assessment the following markings are suggested:

Ocular Variant	Filter Type	Filter Scale	Ocular Marking	Frame Marking
Clear	Ultraviolet	2-1.2 or 2C-1.2	CE 'filter scale' 'mfg' 1F	CE 'mfg' EN 166 F
Smoke	Sunglare	5-3.1		
Yellow	Ultraviolet	2-1.2 or 2C-1.2		
Orange (*)	Sunglare	5.1-7		

\*Shall be labeled in writing or with the appropriate warning symbol "Not Suitable for Driving"

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**Results:**

**6.1 General construction; Result: Pass**

Samples were assessed and found to be free from projections, sharp edges or other defects that are likely to cause discomfort or injury.

**7.1.1 Field of view; Result: Pass**

Samples assessed and a 22mm(W) x 20mm(H) ellipse could be described in full for each eye (64mm pupil distance)

**7.1.2.1 Refractive powers**

**Spherical and astigmatic powers**

Sample ID	Left Ocular		Right Ocular		Optical Class Met
	Spherical Power (m <sup>-1</sup> )	Astigmatic Power (m <sup>-1</sup> )	Spherical Power (m <sup>-1</sup> )	Astigmatic Power (m <sup>-1</sup> )	
7A-1	-0.03	0.02	-0.03	0.02	1
7A-2	-0.03	0.02	-0.04	0.02	1
7A-3	-0.03	0.02	-0.03	0.02	1
Specification					
Optical Class 1:	+/- 0.06	≤ 0.06	+/- 0.06	≤ 0.06	
Optical Class 2:	+/- 0.12	≤ 0.12	+/- 0.12	≤ 0.12	
Optical Class 3:	+ 0.12 /- 0.25	≤ 0.25	+ 0.12 /- 0.25	≤ 0.25	

**Difference in prismatic refractive power**

Sample ID	Vertical Imbalance (cm/m)	Horizontal Imbalance (cm/m)	Optical Class Met
7A-1	0.02	0.04 Base Out	1
7A-2	0.02	0.04 Base Out	1
7A-3	0.02	0.05 Base Out	1
Specification			
Optical Class 1:	≤ 0.25	≤ 0.75 Base Out, ≤ 0.25 Base In	
Optical Class 2:	≤ 0.25	≤ 1.00 Base Out, ≤ 0.25 Base In	
Optical Class 3:	≤ 0.25	≤ 1.00 Base Out, ≤ 0.25 Base In	

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**7.1.2.2.3 Variations in transmittance [filtering]**

**Clear**

Sample ID:	7A-4		7A-5		7A-6		Specification
Ocular:	Left	Right	Left	Right	Left	Right	
Maximum %T:	88.7	88.5	88.7	88.5	88.6	88.3	
Center %T:	88.4	88.2	88.5	88.5	88.3	88.1	
Minimum %T:	88.3	88.1	88.1	88.3	88.0	88.0	
Actual P1 & P2:	0.3	0.3	0.5	0.2	0.3	0.2	
P3:	0.2		0.0		0.2		± 20%
Pass/Fail:	Pass						

**Smoke**

Sample ID:	7B-4		7B-5		7B-6		Specification
Ocular:	Left	Right	Left	Right	Left	Right	
Maximum %T:	13.6	14.1	13.2	13.8	13.8	13.1	
Center %T:	12.2	12.7	11.9	12.3	12.3	11.9	
Minimum %T:	11.4	11.7	11.1	11.3	11.3	11.1	
Theoretical P1 & P2:	14.2	16.5	14.3	16.8	14.2	17.1	
Actual P1 & P2:	11.0	11.5	11.3	12.1	12.6	10.7	
Corrected P1 & P2:	3.2	5.0	3.1	4.7	1.5	6.4	
P3:	3.4		3.3		3.3		± 20%
Pass/Fail:	Pass						

**Yellow**

Sample ID:	7C-4		7C-5		7C-6		Specification
Ocular:	Left	Right	Left	Right	Left	Right	
Maximum %T:	87.0	87.0	87.0	86.8	87.0	87.0	
Center %T:	86.5	86.6	86.6	86.5	86.6	86.6	
Minimum %T:	86.3	86.3	86.5	86.3	86.3	86.4	
Actual P1 & P2:	0.6	0.5	0.5	0.3	0.5	0.5	
P3:	0.1		0.1		0.0		± 20%
Pass/Fail:	Pass						

**Orange**

Sample ID:	7D-4		7D-5		7D-6		Specification
Ocular:	Left	Right	Left	Right	Left	Right	
Maximum %T:	54.3	53.6	54.1	54.0	53.9	53.2	
Center %T:	52.6	52.2	52.5	52.5	52.3	51.8	
Minimum %T:	51.8	51.6	51.9	51.7	51.3	51.0	
Actual P1 & P2:	3.2	2.7	3.0	2.9	3.1	2.7	
P3:	0.8		0.0		1.0		± 20%
Pass/Fail:	Pass						

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**7.1.2.3 Diffusion of light**

Sample ID	Measured Value cd/(m <sup>2</sup> ·lx)	Pass	Fail
<b>Clear</b>			
7A-4R	0.10	X	
7A-5L	0.18	X	
7A-6R	0.11	X	
<b>Smoke</b>			
7B-4R	0.07	X	
7B-5L	0.13	X	
7B-6R	0.07	X	
<b>Yellow</b>			
7C-4R	0.12	X	
7C-5L	0.08	X	
7C-6R	0.09	X	
<b>Orange</b>			
7D-4R	0.08	X	
7D-5L	0.11	X	
7D-6R	0.10	X	
Specification:	≤ 0.75		

**7.1.3 Quality of material and surface; Result: Pass**

Samples assessed were found to be free of any optical defects that could impair vision.

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**7.1.4.2 Increased robustness - Complete eye-protectors**

Sample ID	Location	Conditioning	Velocity (m/s)	Pass	Fail	
<b>Clear</b>						
7A-7	Left Frontal (1)	55°C	5.1m/s 22mm 43g Drop Ball 1.3m	X		
7A-8				X		
7A-9	Right Frontal (2)			X		
7A-10				X		
7A-11	Left Lateral (3)			X		
7A-12	Right Lateral (4)			X		
7A-13	Left Frontal (1)	-5°C		X		
7A-14				X		
7A-15	Right Frontal (2)			X		
7A-16				X		
7A-17	Left Lateral (3)			X		
7A-18	Right Lateral (4)			X		
<b>Smoke</b>						
7B-7	Left Frontal (1)	55°C		X		
7B-8				X		
7B-9	Right Frontal (2)			X		
7B-10				X		
7B-11	Left Lateral (3)			X		
7B-12	Right Lateral (4)		X			
7B-13	Left Frontal (1)	-5°C	X			
7B-14			X			
7B-15	Right Frontal (2)		X			
7B-16			X			
7B-17	Left Lateral (3)		X			
7B-18	Right Lateral (4)		X			

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**7.1.4.2 Increased robustness - Complete eye-protectors (Cont.)**

Sample ID	Location	Conditioning	Velocity (m/s)	Pass	Fail	
<b>Yellow</b>						
7C-7	Left Frontal (1)	55°C	5.1m/s 22mm 43g Drop Ball 1.3m	X		
7C-8				X		
7C-9	Right Frontal (2)			X		
7C-10				X		
7C-11	Left Lateral (3)			X		
7C-12	Right Lateral (4)			X		
7C-13	Left Frontal (1)	-5°C		X		
7C-14				X		
7C-15	Right Frontal (2)			X		
7C-16				X		
7C-17	Left Lateral (3)			X		
7C-18	Right Lateral (4)			X		
<b>Orange</b>						
7D-7	Left Frontal (1)	55°C		X		
7D-8				X		
7D-9	Right Frontal (2)			X		
7D-10				X		
7D-11	Left Lateral (3)			X		
7D-12	Right Lateral (4)		X			
7D-13	Left Frontal (1)	-5°C	X			
7D-14			X			
7D-15	Right Frontal (2)		X			
7D-16			X			
7D-17	Left Lateral (3)		X			
7D-18	Right Lateral (4)		X			

**7.1.5.1 Stability at elevated temperatures; Result: Pass**  
 Samples assessed had no visible deformation.

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**7.1.5.2 Resistance to ultraviolet radiation - Transmittance**

Sample ID	Before (%T)	After (%T)	Relative Change (%)	Pass	Fail
<b>Clear</b>					
7A-4R	88.2	88.3	0.113	X	
7A-5L	88.5	88.4	-0.113	X	
7A-6R	88.1	88.2	0.114	X	
Specification:			±5		
<b>Smoke</b>					
7B-4R	12.7	11.9	-6.324	X	
7B-5L	11.9	12.6	5.971	X	
7B-6R	11.9	11.8	-0.259	X	
Specification:			±10		
<b>Yellow</b>					
7C-4R	86.6	86.5	-0.115	X	
7C-5L	86.6	86.7	0.115	X	
7C-6R	86.6	86.5	-0.115	X	
Specification:			±5		
<b>Orange</b>					
7D-4R	52.2	53.1	0.983	X	
7D-5L	52.5	53.7	0.978	X	
7D-6R	51.8	52.7	0.983	X	
Specification:			±5		

**7.1.5.2 Resistance to ultraviolet radiation - Diffusion of Light**

Sample ID	Measured Value cd/(m <sup>2</sup> ·lx)	Pass	Fail
<b>Clear</b>			
7A-4R	0.20	X	
7A-5L	0.15	X	
7A-6R	0.19	X	
<b>Smoke</b>			
7B-4R	0.14	X	
7B-5L	0.10	X	
7B-6R	0.08	X	
<b>Yellow</b>			
7C-4R	0.08	X	
7C-5L	0.15	X	
7C-6R	0.13	X	
<b>Orange</b>			
7D-4R	0.11	X	
7D-5L	0.12	X	
7D-6R	0.11	X	
Specification:	≤ 0.75		

**7.1.7 Resistance to ignition; Result: Pass**

Samples did not ignite or continue to glow after removal of the steel rod.

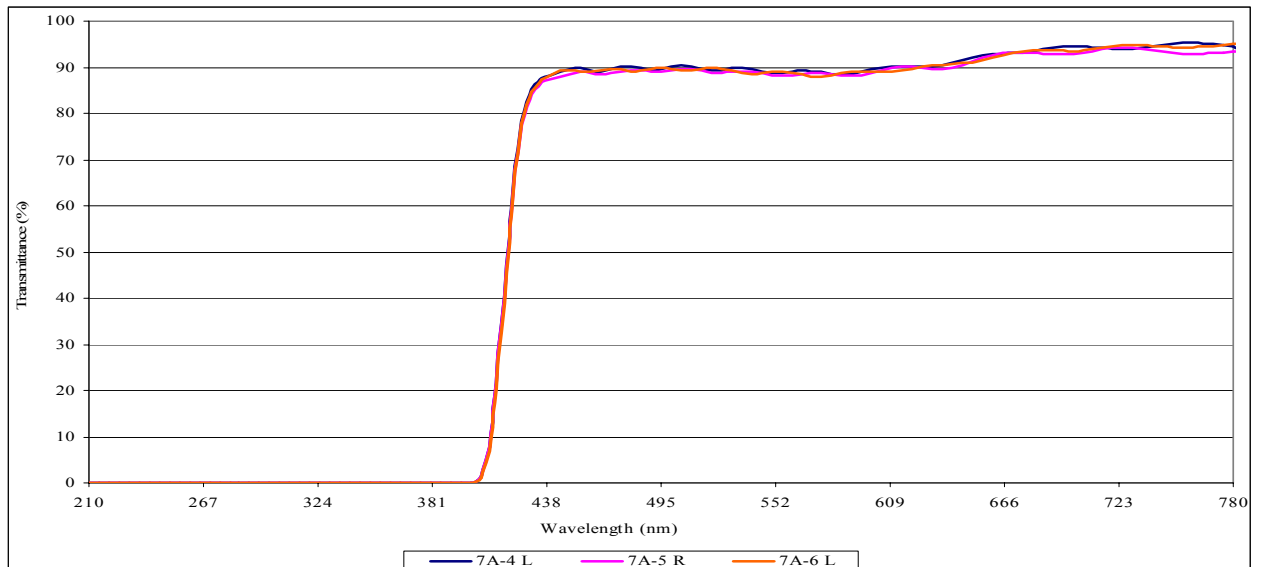
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**7.2.1.2 Protection against optical radiation - Ultraviolet filters (EN 170)**

*Clear*

Sample ID:	7A-4L	7A-5R	7A-6L	Specification Scale Number 2-1.2 or 2C-1.2
Luminous (Tv) - ILLA	89.5	89.0	89.1	74.4 to 100%
313nm	1.3E-4	1.3E-4	1.3E-4	≤ 0.0003%
365nm	1.3E-4	1.4E-4	1.3E-4	≤ 10%
Max. 210 to 313nm	1.7E-4	1.7E-4	2.0E-4	≤ 0.0003%
Max. 313 to 365nm	1.5E-4	1.6E-4	1.5E-4	≤ 10%
Max. 365 to 405nm	1.3	1.4	1.1	< Tv
Optional requirements for oculars with enhanced color recognition:				
Min. 500 to 650nm	88.4	88.1	88.0	≥ 0.2 Tv
Attenuation Quotients:				
Red Signal	1.01	1.01	1.01	≥ 0.8
Yellow Signal	1.00	1.00	1.00	
Green Signal	1.00	1.00	1.00	
Blue Signal	1.01	1.00	1.01	
Scale number met	2-1.2 or 2C-1.2			



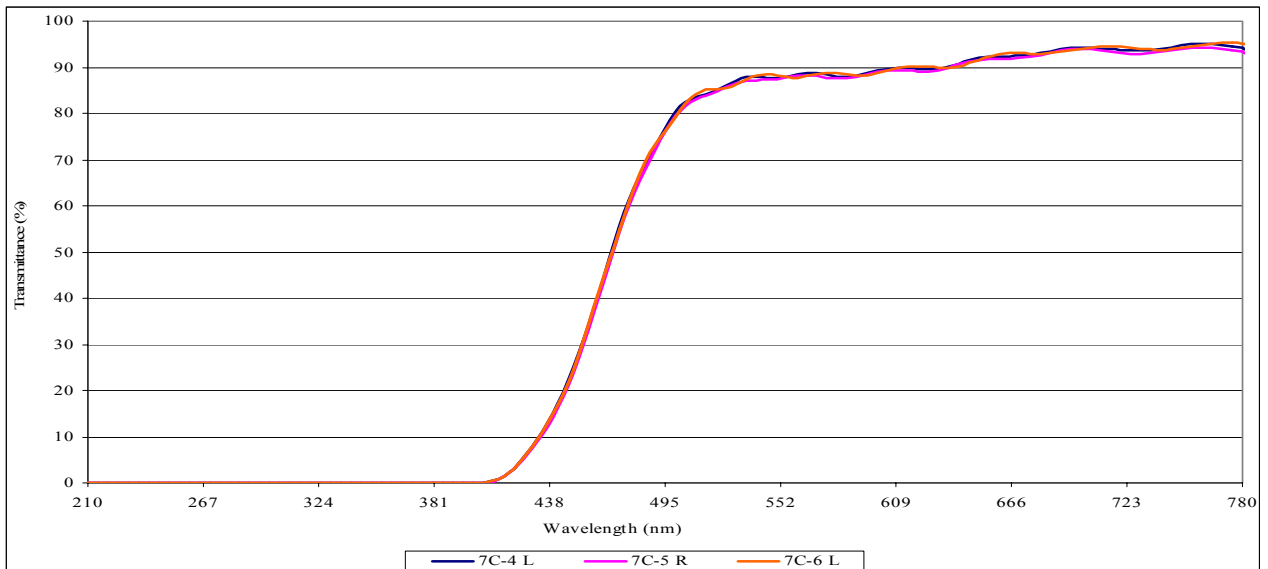
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**7.2.1.2 Protection against optical radiation - Ultraviolet filters (EN 170)**

*Yellow*

Sample ID:	7C-4L	7C-5R	7C-6L	Specification Scale Number 2-1.2 or 2C-1.2
Luminous (Tv) - ILLA	87.5	87.1	87.5	74.4 to 100%
313nm	<1.0E-4	<1.0E-4	<1.0E-4	≤ 0.0003%
365nm	<1.0E-4	<1.0E-4	<1.0E-4	≤ 10%
Max. 210 to 313nm	<1.0E-4	<1.0E-4	<1.0E-4	≤ 0.0003%
Max. 313 to 365nm	<1.0E-4	<1.0E-4	<1.0E-4	≤ 10%
Max. 365 to 405nm	5.6E-2	4.9E-2	5.4E-2	< Tv
Optional requirements for oculars with enhanced color recognition:				
Min. 500 to 650nm	80.3	79.4	79.2	≥ 0.2 Tv
Attenuation Quotients:				
Red Signal	1.05	1.05	1.05	≥ 0.8
Yellow Signal	1.04	1.04	1.04	
Green Signal	0.99	0.99	0.99	
Blue Signal	0.92	0.92	0.92	
Scale number met	2-1.2 or 2C-1.2			



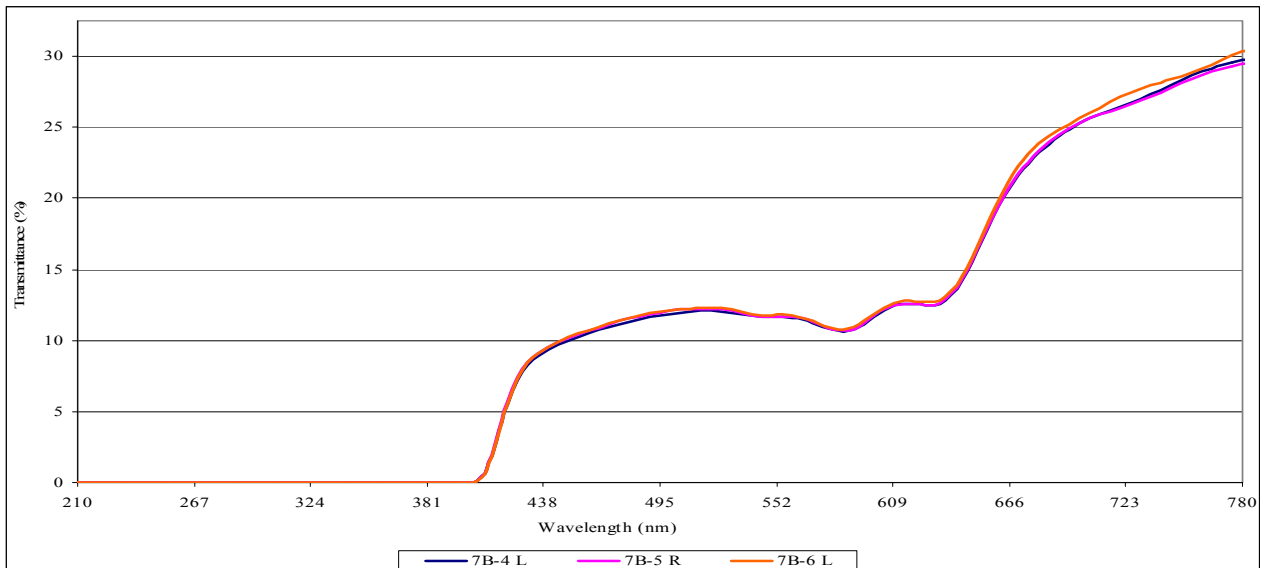
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**7.2.1.4 Protection against optical radiation - Sunglare filters for industrial use (EN 172)**

**Smoke**

Sample ID:	7B-4L	7B-5R	7B-6L	Specification Scale Number 5-3.1
Luminous (Tv) – D65	11.8	11.9	12.0	8.0 to 17.8%
Max. 280 to 315nm	<1.0E-4	<1.0E-4	<1.0E-4	≤ 0.01 Tv
Max. 315 to 350nm	<1.0E-4	<1.0E-4	<1.0E-4	≤ 0.5 Tv
Mean 315 to 380nm	<1.0E-4	<1.0E-4	<1.0E-4	≤ 0.5 Tv
Requirements for “Driving and Road Use:				
Luminous (Tv)	11.8	11.9	12.0	≥ 8.0%
Min. 500 to 650nm	10.6	10.6	10.8	≥ 0.2 Tv
Attenuation Quotients:				
Red Signal	1.13	1.12	1.13	≥ 0.8
Yellow Signal	1.02	1.02	1.02	
Green Signal	0.99	1.00	0.99	
Blue Signal	1.06	1.06	1.06	
Scale number met	5-3.1			



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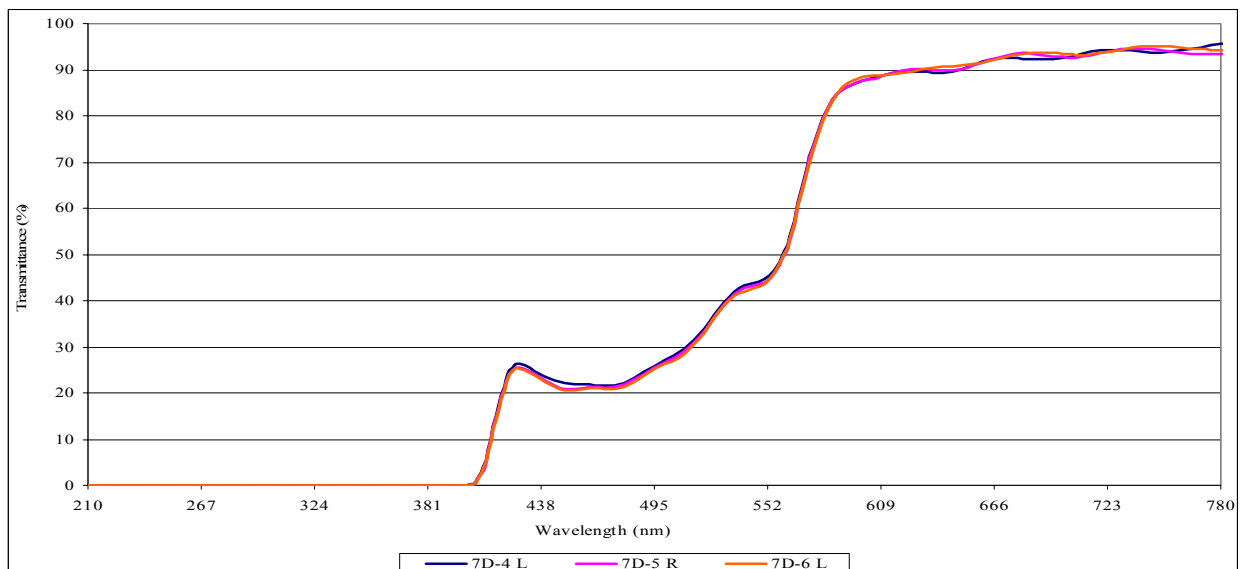
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**7.2.1.4 Protection against optical radiation - Sunglare filters for industrial use (EN 172)**

**Orange**

Sample ID:	7D-4L	7D-5R	7D-6L	Specification Scale Number 5-1.7
Luminous (Tv) – D65	56.3	56.0	55.8	43.2 to 58.1%
Max. 280 to 315nm	1.7E-4	1.6E-4	1.6E-4	≤ 0.1 Tv
Max. 315 to 350nm	1.5E-4	1.4E-4	1.4E-4	≤ Tv
Mean 315 to 380nm	1.3E-4	1.2E-4	1.2E-4	≤ Tv
Requirements for “Driving and Road Use:				
Luminous (Tv)	56.3	56.0	55.8	≥ 8.0%
Min. 500 to 650nm	27.0	26.5	26.3	≥ 0.2 Tv
Attenuation Quotients:				
Red Signal	1.58	1.59	1.60	≥ 0.8
Yellow Signal	1.33	1.34	1.34	
Green Signal*	0.77	0.77	0.77	
Blue Signal*	0.72	0.71	0.71	
Scale number met	5-1.7			

*\*Shall be labeled in writing or with the appropriate warning symbol “Not Suitable for Driving”*



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**7.2.2 Protection against high-speed particles**

Sample ID	Location	Velocity (m/s)	Pass	Fail
<b>Clear</b>				
7A-19	Left Frontal (1)	45.7	X	
7A-20		46.6	X	
7A-21		46.6	X	
7A-22		46.6	X	
7A-23	Right Frontal (2)	46.3	X	
7A-24		45.7	X	
7A-25		45.7	X	
7A-26		46.0	X	
7A-27	Left Lateral (3)	46.6	X	
7A-28		46.6	X	
7A-29	Right Lateral (4)	46.9	X	
7A-30		46.6	X	
<b>Smoke</b>				
7B-19	Left Frontal (1)	46.3	X	
7B-20		46.3	X	
7B-21		46.6	X	
7B-22		46.3	X	
7B-23	Right Frontal (2)	45.7	X	
7B-24		46.6	X	
7B-25		46.0	X	
7B-26		46.6	X	
7B-27	Left Lateral (3)	46.6	X	
7B-28		46.3	X	
7B-29	Right Lateral (4)	46.6	X	
7B-30		46.3	X	
<b>Yellow</b>				
7C-19	Left Frontal (1)	46.3	X	
7C-20		46.3	X	
7C-21		46.3	X	
7C-22		46.3	X	
7C-23	Right Frontal (2)	45.7	X	
7C-24		46.6	X	
7C-25		46.6	X	
7C-26		46.3	X	
7C-27	Left Lateral (3)	46.6	X	
7C-28		46.3	X	
7C-29	Right Lateral (4)	46.3	X	
7C-30		46.3	X	

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**7.2.2 Protection against high-speed particles (Cont.)**

Sample ID	Location	Velocity (m/s)	Pass	Fail
<b>Orange</b>				
7D-19	Left Frontal (1)	46.3	X	
7D-20		46.0	X	
7D-21		46.3	X	
7D-22		46.0	X	
7D-23	Right Frontal (2)	46.6	X	
7D-24		46.3	X	
7D-25		46.6	X	
7D-26		46.6	X	
7D-27	Left Lateral (3)	46.6	X	
7D-28		46.6	X	
7D-29	Right Lateral (4)	46.0	X	
7D-30		46.6	X	

**7.2.8 Lateral protection; Result: Pass**

Samples prevent the tip of a 2mm rod from touching the lateral impact regions of the headform.

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**Sample photographs:**



## TERMS AND CONDITIONS

1. Client acknowledges that ICS Laboratories (ICS) performs testing services only as specified by Client. ICS does not design, warrant, supervise or monitor compliance of products or services except as specifically agreed to in writing. By their very nature, testing, analysis, and other ICS services are limited in scope and subject to expected measurement variability.
2. Client or Client's authorized representative shall be afforded the opportunity to clarify test requests and reasonable access to monitor test work, provisional to protecting the confidentiality of other clients.
3. ICS shall keep documents and information related to Client confidential and will not disclose any such information to third parties without client permission. ICS will, however, disclose any such information in response to legal process after providing Client with a copy of such process.
4. ICS Reports apply only to the standards or procedures identified therein and to the sample (s) tested and or inspection (s) made. Test and/or inspection results are not indicative or representative of the qualities of the lot from which the sample was taken or of apparently identical or similar products.
5. ICS Reports are for the exclusive use of the Client. They and the name ICS Laboratories, Inc., or its seals or insignia, are not to be used by or on behalf of Clients under any circumstances for any purpose whatsoever, including but not limited to use in advertising, publicity material or in any other manner without ICS's prior written approval.
6. Any use by Client of ICS's Reports or the information contained therein is conditional upon timely payment of all fees.
7. The name (s) listed as the "Issued to" party on test reports may not reflect the actual entity submitting and/or contracting the assessment.
8. ICS shall retain copies of Reports and applicable evidentiary test samples for a period of five years, at which time they will be disposed. If Client requests additional copies of Reports during this period, an additional charge will apply for the preparation and delivery of such reports.
9. Test reports are valid for certification purposes for one year from date of issue, inclusive of retest or variant additions which must be performed within one year of date of issue to avoid full retest.
10. Samples and portions thereof not destroyed in testing remain the property of the Client, are retained a maximum of 30 days, and thereafter may be disposed of or returned to Client at ICS's option.
11. Client is responsible for procuring, at its cost, insurance protecting the value of its property and samples.
12. For the safety of our personnel, Client must advise if samples are known or suspected to contain hazardous substances. Material Safety Data Sheets must be provided upon request if available.
13. ICS represents that Services shall be performed within the limits agreed with Client, and in a manner consistent with good laboratory practice. **NO OTHER REPRESENTATIONS TO CLIENT, EXPRESS OR IMPLIED, AND NO WARRANTY OR GUARANTEE IS INCLUDED OR INTENDED IN THIS AGREEMENT, OR IN ANY OTHER REPORT, OPINION OR DOCUMENT RELATED TO THE SERVICES. ICS DOES NOT GUARANTEE PRODUCT COMPLIANCE OR CERTIFICATION.**
14. ICS hereby objects to any conflicting terms contained in any order or acceptance submitted by Client.
15. Schedules confirmed upon acceptance of quotation. All reasonable efforts will be made to comply with conferred schedule. Guarantees are neither implied nor promised.
16. Certain work may be subcontracted to ICS authorized affiliate laboratories as required or applicable.
17. Client agrees to pay any and all additional costs associated with unexpected or above standard communications and/or consultations with client or third parties as designated by client.
18. Client agrees to pay any and all additional costs for work additional to the original scope of work as agreed to by client.
19. Client understands and agrees that ICS, in entering into this Contract and by performing services hereunder, does not assume, abridge, abrogate or undertake to discharge any duty or responsibility of Client to any other party or parties. No one other than Client shall have any right to rely on any Report or other representation of conduct of ICS and ICS disclaims any obligations of any nature whatsoever with respect to such person. **CLIENT AGREES, IN CONSIDERATION OF ICS UNDERTAKING TO PERFORM THE TEST(S) HEREUNDER, TO PROTECT, DEFEND, INDEMNIFY, SAVE HARMLESS AND EXONERATE ICS FROM ANY AND ALL CLAIMS, DAMAGES, EXPENSES EITHER DIRECT OR CONSEQUENTIAL FOR INJURIES TO PERSONS OR PROPERTY ARISING OUT OF OR IN CONSEQUENCE OF THE PERFORMANCE OF THE TESTING, INSPECTIONS AND REPORTS HEREUNDER AND/OR THE PERFORMANCE OF THE PRODUCTS TESTED OR INSPECTED HEREUNDER, UNLESS CAUSED BY THE NEGLIGENCE OF ICS.**
20. **IT IS AGREED THAT IF ICS SHOULD BE FOUND LIABLE FOR ANY LOSSES OR DAMAGES ATTRIBUTABLE TO THE SERVICES HEREUNDER IN ANY RESPECT, ITS LIABILITY SHALL IN NO EVENT EXCEED THE AMOUNT OF THE FEE PAID BY CLIENT FOR SUCH SERVICES AND CLIENT'S SOLE REMEDY AT LAW OR IN EQUITY SHALL BE THE RIGHT TO RECOVER UP TO SUCH AMOUNT.**
21. Quotations are valid for 30 days from date of issue. Terms: 30% Laboratory/Testing fees invoiced and payable upon acceptance of quotation. Remaining Laboratory/Testing fees invoiced and payable upon completion of services, 15 days net. Cancelled jobs will be invoiced for work performed and/or set-up costs incurred. Cancelled Purchase Orders are subject to 10% service charge. Shipping costs incurred by ICS will be invoiced at cost +10% handling fee. A minimum USD \$25.00 handling fee will be invoiced. Shipping costs incurred by the client will be invoiced a USD \$25.00 handling fee.
22. In the event that payment is not received within 15 days of invoice date, Client agrees to pay a late payment charge on the unpaid balance equal to 1-1/2% per month or the maximum charge allowed by law, whichever is less, and all costs and expenses, including attorney's fees where recovery of the same is not prohibited by law, incurred by ICS in collecting such invoices.
23. All costs associated with compliance with any subpoena (s) for documents, testimony in a court of law, or for any other purpose relating to work performed by ICS in connection with work performed for that Client, shall be paid by Client. Client shall also pay ICS's then existing standard fee for consulting, deposition and trial testimony and all expenses related thereto.
24. Cancelled/discontinued orders: Client responsible for all administrative and testing charges up to point of cancellation.