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INC. LABORATORIES

Test Report No. T15019-01-1 Issue 1
N95 Pre-Certification: NIOSH TEB-APR-STP-0003,
NIOSH TEB-APR-STP-0007, and NIOSH TEB-APR-STP-0059
Livinguard Inc.
Livinguard N95 Respirator
12 October 2020



Authorized by:

Tyler Jenkins
Manager
Respiratory and Chemical Protective Equipment

Performed by:

Jessica Corvin
Laboratory Technician
Respiratory and Chemical Protective Equipment

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 Madison, WI
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Summary:

23 Livinguard Blue N95 respirators were tested for exhalation resistance, inhalation resistance, and filtration efficiency to NIOSH standards TEB-APR-STP-0003, TEB-APR-STP-0007, and TEB-APR-STP-0059. The samples were submitted by Livinguard Inc. All samples met exhalation and inhalation resistance requirements as well as N95 filtration efficiency requirements, having exhalation resistances < 25 mmH₂O, inhalation resistances < 35 mmH₂O, and maximum penetrations < 5%.

Objectives:

Testing to: *NIOSH Procedure TEB-APR-STP-0003* “Determination of Exhalation Resistance Test, Air-Purifying Respirators Standard Testing Procedure (STP)” Revision: 2.4, 15 March 2019
NIOSH Procedure TEB-APR-STP-0007 “Determination of Inhalation Resistance Test, Air-Purifying Respirators Standard Testing Procedure (STP)” Revision: 2.3, 8 March 2019
NIOSH Procedure TEB-APR-STP-0059 “Determination of Particulate Filter Efficiency Level for N95 Series Filters against Solid Particulates for Non-Powered, Air-Purifying Respirators Standard Testing Procedure (STP)” Revision 3.2, 13 December 2019

Materials:

<i>Model No.</i>	<i>Description</i>	<i>Qty</i>
Livinguard N95 Respirator	Blue N95 Respirator with Head Straps	50

Date provided by the Client: 28 August 2020
 Date Testing Authorized: 15 July 2020
 Dates of tests: 30 September – 09 October 2020
 Manufacturer/Supplier: Livinguard Inc.

Equipment:

TSI 8130A Filter Tester, test bench configured for sodium chloride aerosol (EQ1279)
Flow Meters, Fisher & Porter Co., (EQ0098-03 & EQ0098-04) Calibrated
Digital Manometer; Dwyer Instruments, (EQ0501) Calibrated
Humidity chamber, Envirotronics (EQ0327)
Vacuum Pumps; Marathon Electric (EQ0088-04-02 & -03)
ISI Headform (EQ0477)
Mask Fixture, Custom design ICS Labs
Sodium Chloride, 99+%, Fisher Chemical, (C0015-03)

Procedure:

All tests were conducted in a standard laboratory atmosphere unless otherwise specified. The equipment and instrument calibrations were verified current and within specification prior to use. The materials for assessment were inventoried, numbered, and logged upon receipt.

The exhalation resistance test was performed in general accordance with NIOSH Procedure TEB-APR-STP-0003. A positive 85 LPM airflow through the respirator was established and the pressure difference across the respirator was determined with the digital manometer. The pressure was corrected for systemic resistance and recorded in mmH₂O column height.

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Procedure (cont.):

The inhalation resistance test was performed in general accordance with NIOSH Procedure TEB-APR-STP-0007. A negative 85 LPM airflow through the respirator was established and the pressure difference across the respirator was determined with the digital manometer. The pressure was corrected for systemic resistance and recorded in mmH₂O column height.

The filter efficiency test was performed in general accordance with NIOSH Procedure TEB-APR-STP-0059. The respirators were challenged to a sodium chloride aerosol neutralized to a Boltzmann equilibrium state at 25 +/- 5°C and a relative humidity of 30 +/- 10%. Particle size distribution was verified to be a count median diameter of 0.075 +/- 0.020 microns, with a geometric standard deviation not exceeding 1.86.

The respirators were conditioned at 85 % +/- 5 % relative humidity and 38°C +/- 2.5°C for 25 hours prior to the filter efficiency test. Three respirators were selected at random from the quantity provided. Each respirator was then assembled into a fixture and subjected to aerosol loading. The filter loading was performed by depositing 200 mg of sodium chloride aerosol at airflow rate of 85 LPM. Flow rate was monitored every 5-10 minutes on average and adjusted to maintain a flow rate of 85 LPM +/- 4 LPM. The initial flow rate, initial resistance, initial penetration, and maximum penetration data were recorded.

An aerosol loading graph for each respirator was created to determine the filter type. The respirator was identified as a Type II filter based on the performance graph. As such, the following 17 samples, selected at random, were subjected to instantaneous aerosol loading. The loading was performed by depositing sodium chloride aerosol at an airflow rate of 85 LPM for one minute. Flow rate was maintained at 85 LPM +/- 4 LPM. The flow rate, resistance, and penetration data were recorded for each respirator.

Results:

The results for the exhalation and inhalation resistance of the respirators are provided in Table I.

Table I
 Breathing Resistance – Livinguard N95 Respirator

<i>Sample ID</i>	<i>Exhalation Resistance *(mmH₂O)</i>	<i>Inhalation Resistance *(mmH₂O)</i>	<i>Results</i>
LI-21	16.2	17.9	Pass
LI-22	13.8	22.6	Pass
LI-23	15.5	13.3	Pass
Specification:**	≤ 25	≤ 35	

*Resistance corrected for systemic response

**Specification based on non-powered air purifying respirator

Table II outlines the results of the full loading tests. All respirators followed the Type II filter profile defined by NIOSH TEB-APR-STP-0059.

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Results (cont.):

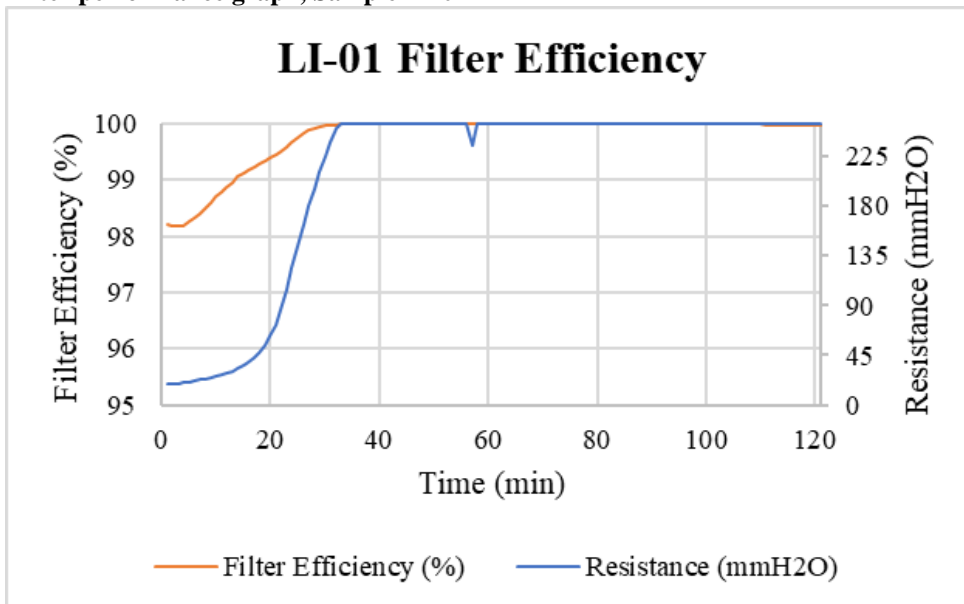
Table II
 Full Loading Efficiencies – Livinguard N95 Respirator

<i>Sample ID</i>	<i>Initial Flow Rate (LPM)</i>	<i>Initial Resistance (mmH₂O)</i>	<i>Initial Penetration (%)</i>	<i>Maximum Penetration (%)</i>	<i>Filter Efficiency*</i> (%)	<i>Result</i>
LI-01	85	18.5	1.79	1.83	98.17	Pass
LI-02	85	19.0	1.31	1.32	98.68	Pass
LI-03	85	18.8	1.14	1.14	98.86	Pass
Specification:	81- 89			≤ 5.0	≥ 95.0	

*Filter efficiency percent is based on maximum penetration value.

Below are the filter efficiency and resistance graphs over the loading time for each test. Raw data tables are located in the appendix of this report.

Filter performance graph, Sample LI-01

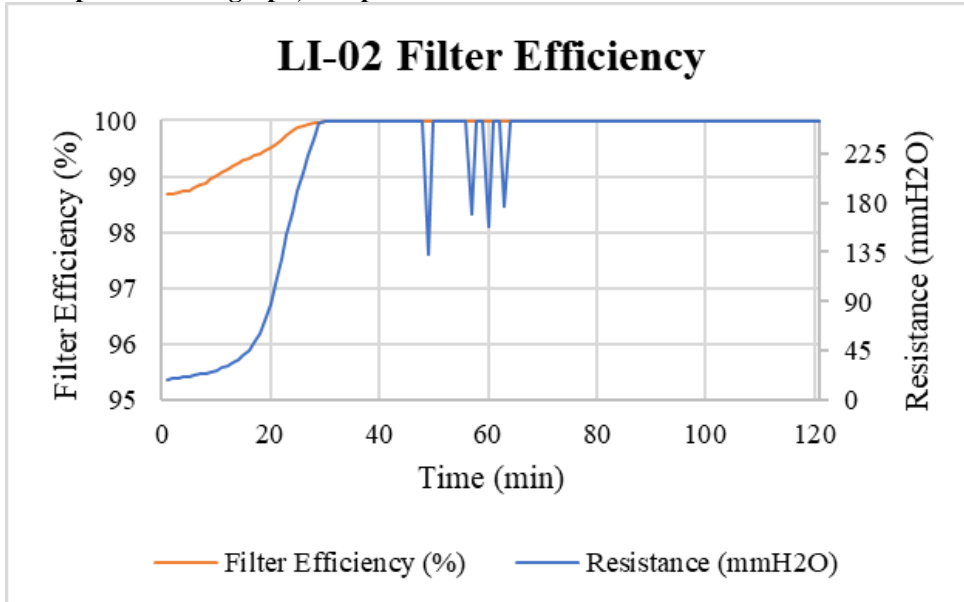


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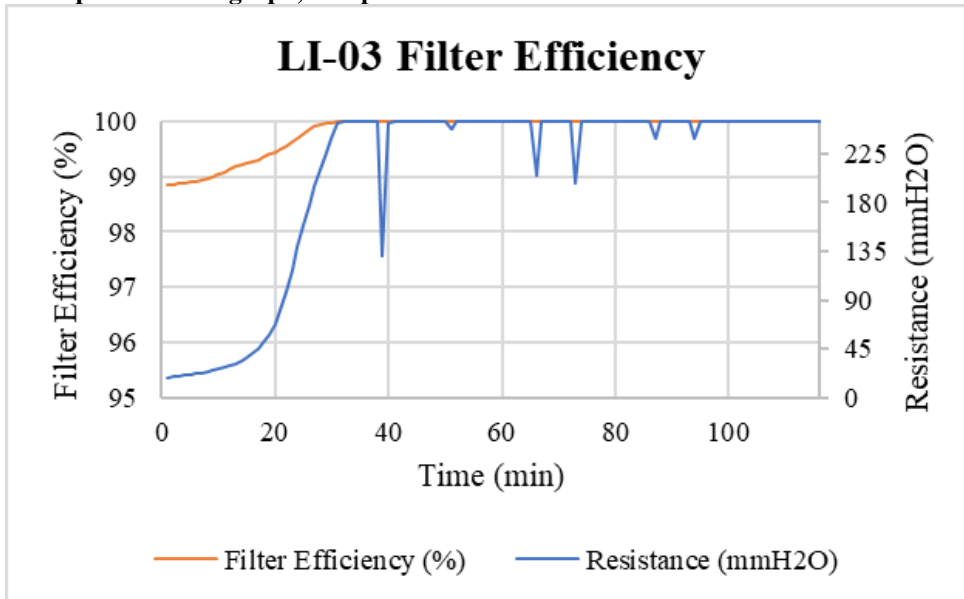
Results (cont.):

Filter performance graph, Sample LI-02



***Note:** Spike in resistance at 49, 57 and 60 are anomalies caused by the pressure drop across the sample exceeding the instrument's maximum measurable resistance (254 mmH₂O).

Filter performance graph, Sample LI-03



***Note:** Spike in resistance at 39, 66, 73, 87 and 94 are anomalies caused by the pressure drop across the sample exceeding the instrument's maximum measurable resistance (254 mmH₂O).

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Results (cont.):

As outlined in TEB-APR-STP-0059, the respirator was identified as Type II filter by its loading profile. Table III outlines the 17 instantaneous aerosol loading test results for each respirator.

Table III
 Instantaneous Loading Efficiencies – Livinguard N95 Respirator

<i>Sample ID</i>	<i>Flow Rate (LPM)</i>	<i>Resistance (mmH2O)</i>	<i>Penetration (%)</i>	<i>Filter Efficiency (%)</i>	<i>Result</i>
LI-04	86	19.0	1.94	98.06	Pass
LI-05	86	18.4	1.66	98.34	Pass
LI-06	86	18.1	1.70	98.30	Pass
LI-07	86	17.9	1.57	98.43	Pass
LI-08	86	18.1	1.87	98.13	Pass
LI-09	86	19.4	1.97	98.03	Pass
LI-10	86	18.2	1.97	98.03	Pass
LI-11	86	18.9	1.41	98.59	Pass
LI-12	86	19.2	1.17	98.83	Pass
LI-13	86	19.9	1.18	98.82	Pass
LI-14	86	20.2	1.09	98.91	Pass
LI-15	86	18.8	1.31	98.69	Pass
LI-16	86	19.6	1.61	98.39	Pass
LI-17	86	20.2	1.49	98.51	Pass
LI-18	86	21.5	1.23	98.77	Pass
LI-19	86	20.0	1.60	98.40	Pass
LI-20	86	19.6	1.01	98.99	Pass
Specification:	81- 89		≤ 5.0	≥ 95.0	

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Photographs:



Figure 1: Livinguard N95 Respirator

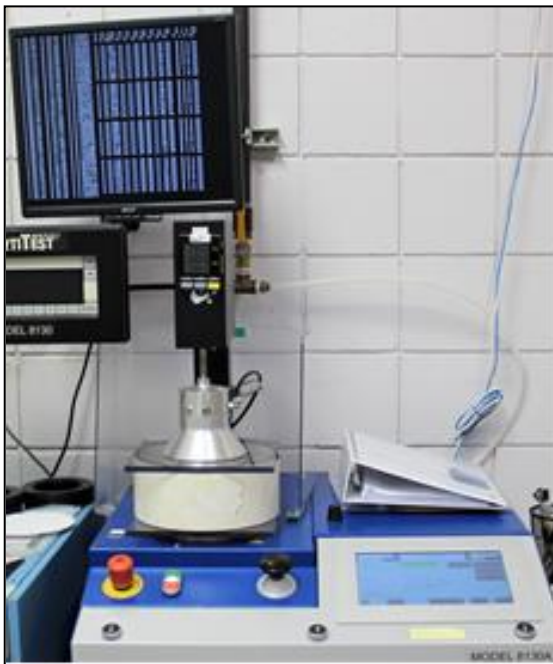


Figure 2. Respirator under test



Figure 3. Resistance measurement

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Appendix:
Loading data for Sample LI-01

Time (min)	Flow (LPM)	Resistance (mmH ₂ O)	% Penetration	Time (min)	Flow (LPM)	Resistance (mmH ₂ O)	% Penetration	Time (min)	Flow (LPM)	Resistance (mmH ₂ O)	% Penetration
1	85.05	18.49	1.79	42	84.71	254.92	0.01	83	82.73	254.92	0.02
2	84.92	19.01	1.83	43	84.66	254.92	0.01	84	82.70	254.92	0.02
3	84.86	19.54	1.83	44	84.61	254.92	0.01	85	82.67	254.92	0.02
4	84.83	20.17	1.81	45	84.53	254.92	0.01	86	82.64	254.92	0.02
5	84.80	20.88	1.73	46	84.48	254.92	0.01	87	82.62	254.92	0.02
6	84.77	21.66	1.69	47	84.39	254.92	0.01	88	82.58	254.92	0.02
7	84.77	22.54	1.59	48	84.35	254.92	0.02	89	82.55	254.92	0.02
8	84.75	23.51	1.51	49	84.29	254.92	0.01	90	82.54	254.92	0.02
9	84.73	24.64	1.41	50	84.22	254.92	0.02	91	82.49	254.92	0.02
10	84.71	25.83	1.31	51	84.15	254.92	0.02	92	82.44	254.92	0.02
11	84.71	27.25	1.21	52	84.08	254.92	0.02	93	82.43	254.92	0.02
12	84.68	28.81	1.12	53	84.02	254.92	0.01	94	82.39	254.92	0.02
13	84.67	30.68	1.04	54	83.96	254.92	0.01	95	82.37	254.92	0.02
14	84.67	32.86	0.95	55	83.90	254.92	0.02	96	82.33	254.92	0.02
15	84.62	35.43	0.88	56	83.85	254.92	0.02	97	82.32	254.92	0.02
16	84.62	38.50	0.83	57	83.79	235.29	0.02	98	82.28	254.92	0.02
17	84.62	42.45	0.78	58	83.75	254.92	0.02	99	82.26	254.92	0.02
18	84.56	47.49	0.72	59	83.74	254.92	0.02	100	82.23	254.92	0.02
19	84.52	53.79	0.66	60	83.68	254.92	0.02	101	82.17	254.92	0.02
20	84.49	61.98	0.62	61	83.64	254.92	0.02	102	82.14	254.92	0.02
21	84.37	72.94	0.55	62	83.61	254.92	0.02	103	82.13	254.92	0.02
22	84.29	86.95	0.49	63	83.56	254.92	0.02	104	82.05	254.92	0.02
23	84.15	104.53	0.42	64	83.52	254.92	0.02	105	82.03	254.92	0.02
24	83.97	124.34	0.33	65	83.49	254.92	0.02	106	81.99	254.92	0.02
25	83.78	144.48	0.25	66	83.44	254.92	0.02	107	81.95	254.92	0.02
26	83.64	163.23	0.18	67	83.40	254.92	0.02	108	81.91	254.92	0.02
27	83.49	180.41	0.12	68	83.39	254.92	0.02	109	81.88	254.92	0.02
28	83.37	196.42	0.08	69	83.32	254.92	0.02	110	81.87	254.92	0.02
29	83.25	211.12	0.06	70	83.29	254.92	0.02	111	81.79	254.92	0.02
30	83.15	224.80	0.04	71	83.22	254.92	0.02	112	81.76	254.92	0.02
31	83.05	237.71	0.03	72	83.18	254.92	0.02	113	81.74	254.92	0.02
32	82.94	249.97	0.02	73	83.10	254.92	0.02	114	81.69	254.92	0.02
33	82.81	254.92	0.02	74	83.06	254.92	0.02	115	81.67	254.92	0.02
34	82.67	254.92	0.02	75	83.03	254.92	0.02	116	81.65	254.92	0.02
35	82.63	254.92	0.01	76	82.98	254.92	0.02	117	81.61	254.92	0.02
36	82.56	254.92	0.01	77	82.97	254.92	0.02	118	81.61	254.92	0.02
37	82.47	254.92	0.01	78	82.89	254.92	0.02	119	81.89	254.92	0.02
38	84.32	254.92	0.01	79	82.86	254.92	0.02	120	85.00	254.92	0.02
39	84.93	254.92	0.01	80	82.82	254.92	0.02	121	84.96	254.92	0.02
40	84.84	254.92	0.01	81	82.78	254.92	0.02				
41	84.79	254.92	0.01	82	82.76	254.92	0.02				

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Appendix (cont.):

Loading data for Sample LI-02

Time (min)	Flow (LPM)	Resistance (mmH ₂ O)	% Penetration	Time (min)	Flow (LPM)	Resistance (mmH ₂ O)	% Penetration	Time (min)	Flow (LPM)	Resistance (mmH ₂ O)	% Penetration
1	85.12	18.98	1.31	42	82.21	254.85	0.00	83	84.15	254.85	0.00
2	85.07	19.59	1.32	43	82.13	254.85	0.00	84	84.10	254.85	0.00
3	85.02	20.22	1.28	44	82.06	254.85	0.00	85	84.08	254.85	0.00
4	85.00	20.97	1.26	45	81.99	254.85	0.00	86	84.06	254.85	0.00
5	84.96	21.77	1.26	46	81.92	254.85	0.00	87	84.00	254.85	0.00
6	84.94	22.70	1.21	47	81.85	254.85	0.00	88	83.99	254.85	0.00
7	84.93	23.67	1.15	48	81.81	254.85	0.00	89	83.95	254.85	0.00
8	84.90	24.90	1.11	49	81.74	132.62	0.00	90	84.20	254.85	0.00
9	84.90	26.14	1.05	50	81.70	254.85	0.00	91	84.17	254.85	0.00
10	84.90	27.61	1.00	51	81.64	254.85	0.00	92	84.13	254.85	0.00
11	84.87	29.39	0.94	52	81.59	254.85	0.00	93	84.09	254.85	0.00
12	84.85	31.44	0.87	53	81.53	254.85	0.00	94	84.04	254.85	0.00
13	84.84	33.86	0.81	54	81.51	254.85	0.00	95	84.02	254.85	0.00
14	84.82	36.91	0.75	55	81.46	254.85	0.00	96	83.97	254.85	0.00
15	84.80	40.75	0.72	56	81.41	254.85	0.00	97	83.93	254.85	0.00
16	84.78	45.57	0.67	57	81.37	169.28	0.00	98	83.90	254.85	0.00
17	84.73	52.05	0.63	58	81.31	254.85	0.00	99	83.86	254.85	0.00
18	84.65	60.56	0.59	59	81.26	254.85	0.00	100	83.81	254.85	0.00
19	84.56	71.81	0.54	60	81.21	158.42	0.00	101	83.81	254.85	0.00
20	84.80	87.38	0.49	61	81.18	254.85	0.00	102	83.76	254.85	0.00
21	84.61	106.67	0.42	62	81.12	254.85	0.00	103	83.70	254.85	0.00
22	84.43	128.72	0.34	63	81.09	176.76	0.00	104	83.65	254.85	0.00
23	84.23	150.77	0.26	64	81.03	254.85	0.00	105	83.64	254.85	0.00
24	84.03	171.36	0.18	65	83.64	254.85	0.00	106	83.57	254.85	0.00
25	83.86	190.09	0.12	66	84.92	254.85	0.00	107	83.53	254.85	0.00
26	83.75	207.36	0.09	67	84.91	254.85	0.00	108	83.52	254.85	0.00
27	83.60	223.40	0.06	68	84.85	254.85	0.00	109	83.43	254.85	0.00
28	83.46	238.43	0.04	69	84.81	254.85	0.00	110	83.41	254.85	0.00
29	83.32	252.63	0.03	70	84.75	254.85	0.00	111	83.38	254.85	0.00
30	83.19	254.85	0.02	71	84.68	254.85	0.00	112	83.28	254.85	0.00
31	83.07	254.85	0.02	72	84.63	254.85	0.00	113	83.25	254.85	0.00
32	82.98	254.85	0.02	73	84.59	254.85	0.00	114	83.23	254.85	0.00
33	82.89	254.85	0.01	74	84.52	254.85	0.00	115	83.18	254.85	0.00
34	82.79	254.85	0.01	75	84.48	254.85	0.00	116	83.14	254.85	0.00
35	82.72	254.85	0.01	76	84.44	254.85	0.00	117	83.12	254.85	0.00
36	82.63	254.85	0.01	77	84.39	254.85	0.00	118	83.07	254.85	0.00
37	82.54	254.85	0.01	78	84.34	254.85	0.00	119	83.04	254.85	0.00
38	82.50	254.85	0.00	79	84.30	254.85	0.00	120	83.02	254.85	0.00
39	82.44	254.85	0.00	80	84.26	254.85	0.00	121	82.99	254.85	0.00
40	82.34	254.85	0.00	81	84.22	254.85	0.00				
41	82.26	254.85	0.00	82	84.18	254.85	0.00				

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Appendix (cont.):

Loading data for Sample LI-03

Time (min)	Flow (LPM)	Resistance (mmH ₂ O)	% Penetration	Time (min)	Flow (LPM)	Resistance (mmH ₂ O)	% Penetration	Time (min)	Flow (LPM)	Resistance (mmH ₂ O)	% Penetration
1	85.15	18.78	1.14	42	82.47	254.91	0.00	83	83.32	254.91	0.00
2	85.12	19.36	1.14	43	82.42	254.91	0.00	84	83.33	254.91	0.00
3	85.10	19.93	1.12	44	82.35	254.91	0.00	85	83.29	254.91	0.00
4	85.08	20.49	1.11	45	82.29	254.91	0.00	86	83.25	254.91	0.00
5	85.11	21.22	1.09	46	82.19	254.91	0.00	87	83.21	239.73	0.00
6	85.09	22.06	1.08	47	82.13	254.91	0.00	88	83.17	254.91	0.00
7	85.15	22.98	1.06	48	82.05	254.91	0.00	89	83.14	254.91	0.00
8	85.14	23.97	1.03	49	84.49	254.91	0.00	90	83.12	254.91	0.00
9	85.14	25.08	1.01	50	84.91	254.91	0.00	91	83.09	254.91	0.00
10	85.15	26.38	0.95	51	84.83	247.30	0.00	92	83.04	254.91	0.00
11	85.14	27.90	0.92	52	84.75	254.91	0.00	93	83.02	254.91	0.00
12	85.15	29.64	0.87	53	84.69	254.91	0.00	94	82.97	238.52	0.00
13	85.15	31.58	0.82	54	84.65	254.91	0.00	95	82.92	254.91	0.00
14	85.12	34.04	0.79	55	84.56	254.91	0.00	96	82.89	254.91	0.00
15	85.13	36.94	0.75	56	84.52	254.91	0.00	97	82.87	254.91	0.00
16	85.11	40.56	0.72	57	84.45	254.91	0.00	98	82.83	254.91	0.00
17	85.08	45.08	0.70	58	84.41	254.91	0.00	99	82.79	254.91	0.00
18	85.06	50.89	0.65	59	84.35	254.91	0.00	100	82.73	254.91	0.00
19	85.01	58.62	0.60	60	84.32	254.91	0.00	101	82.70	254.91	0.00
20	84.95	68.48	0.57	61	84.27	254.91	0.00	102	82.66	254.91	0.00
21	84.83	81.51	0.50	62	84.23	254.91	0.00	103	82.61	254.91	0.00
22	84.68	98.22	0.45	63	84.18	254.91	0.00	104	82.56	254.91	0.00
23	84.47	117.98	0.37	64	84.13	254.91	0.00	105	82.51	254.91	0.00
24	84.31	138.96	0.30	65	84.10	254.91	0.00	106	82.46	254.91	0.00
25	84.12	159.10	0.22	66	84.08	204.73	0.00	107	82.44	254.91	0.00
26	83.95	177.78	0.15	67	84.03	254.91	0.00	108	82.39	254.91	0.00
27	83.81	195.13	0.10	68	83.99	254.91	0.00	109	82.37	254.91	0.00
28	83.68	210.94	0.06	69	83.98	254.91	0.00	110	82.31	254.91	0.00
29	83.57	225.80	0.04	70	83.92	254.91	0.00	111	82.26	254.91	0.01
30	83.44	239.71	0.02	71	83.89	254.91	0.00	112	82.26	254.91	0.01
31	83.30	253.05	0.01	72	83.82	254.91	0.00	113	82.23	254.91	0.01
32	83.19	254.91	0.01	73	83.76	198.13	0.00	114	82.19	254.91	0.01
33	83.09	254.91	0.00	74	83.72	254.91	0.00	115	82.18	254.91	0.01
34	83.02	254.91	0.00	75	83.68	254.91	0.01	116	82.16	254.91	0.01
35	82.90	254.91	0.00	76	83.66	254.91	0.01	117	82.11	254.91	0.01
36	82.82	254.91	0.00	77	83.57	254.91	0.01	118	82.08	254.91	0.01
37	82.74	254.91	0.00	78	83.54	254.91	0.00	119	85.11	254.91	0.01
38	82.69	254.91	0.00	79	83.52	254.91	0.00	120	85.06	254.91	0.01
39	82.64	130.32	0.00	80	83.48	254.91	0.00	121	85.05	254.91	0.01
40	82.57	253.75	0.00	81	83.42	254.91	0.00				
41	82.53	254.91	0.00	82	83.36	254.91	0.00				

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 retains the right to clarify test requests and reasonable access to monitor test work, with reference to test queue and obligations regarding 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 written consent. ICS will disclose such information in response to compulsory legal process, (only after providing Client with notice-of and/or a copy of such process).
4. ICS Reports apply only to the standards or procedures identified therein and to the sample(s) assessed. Test results are not indicative of the qualities of the lot from which the sample was taken or of apparently identical or similar products.
5. ICS Test Reports and their insignia are for the exclusive use of the Client. Reports, in their entirety, may be utilized at the discretion of Clients and/or their authorized agents for purposes including, but not limited to, research & development, recordkeeping, product packaging, educational and promotional materials in various formats, certification, and compliance. As an accredited independent testing laboratory, ICS maintains an interest in preventing the misrepresentation of the contents of its test reports. As such, Clients may NOT use, reproduce or otherwise disseminate excerpted, partial, redacted or otherwise altered ICS test reports without the prior review of such use by ICS and the granting of its written approval. Further, Clients are prohibited from manipulating data and/or extrapolating-from-it statistics or conclusions that contradict or eclipse the empirical results of testing as reflected by the totality of the report. Clients are to refrain from utilizing ICS Test Reports and/or the ICS logo in a manner that suggests any extra-report conclusions are provided and/or endorsed by ICS Laboratories.
6. The name(s) listed as the "Issued to" party on test reports may not reflect the actual entity submitting and/or contracting the assessment.
7. ICS shall retain copies of testing job files (including reports) for a period of at least six (6) years and when applicable, evidentiary test samples for a length of time agreed to or deemed appropriate. If Client requests additional copies of Reports during this period, an additional charge will apply for the preparation and delivery of such reports.
8. 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.
9. Client is responsible for procuring, at its cost, insurance protecting the value of its property, extending to provided samples.
10. For the safety of our personnel, Client must advise if samples are known or suspected to contain hazardous substances. Safety Data Sheets must be provided upon request.
11. ICS represents that Services shall be performed according to terms and specification agreed to by 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 or document related to the services. ICS does not guarantee product performance or compliance.
12. Schedules are confirmed upon acceptance of quotation. All reasonable efforts will be made to comply with provided timeline. Guarantees are neither implied nor promised.
13. Certain work may be subcontracted to ICS-approved laboratories as required or applicable. Client will be notified of this in advance.
14. 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.
15. Client agrees to pay any and all additional costs for work additional to the original scope of work as agreed to by Client.
16. 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 or conduct of ICS and ICS disclaims any obligations of any nature whatsoever with respect to such third parties.
17. For statements of conformity (pass/fail/"meets") regarding qualitative test results, ICS utilizes simple acceptance as its basis. For most statements of conformity relating to quantitative test results, the decision rule and associated uncertainty is inherent in the standard method. As such, simple acceptance is typically applied. Results on or near pass/fail thresholds or otherwise upon Client request or appeal will be evaluated with reference to the measurement uncertainty of relevant testing practices, equipment and other inputs/variables.
18. Client agrees, in consideration of ICS undertaking to perform the test(s) hereunder, to protect, defend and indemnify ICS from any and all claims, damages, expenses either direct or consequential for injuries to persons or property arising out of or in consequence of the performance of the testing, inspection and reporting hereunder and/or the performance of the products tested or inspected hereunder, unless caused by the negligence of ICS.
19. 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 not exceed the amount of the fee paid by Client for services rendered and Client's sole remedy at law or in equity shall be the right to recover that sum.
20. Quotations are valid for 30 days from date of issue. Standard Terms: 30% Laboratory/Testing fees invoiced and payable upon acceptance of quotation. 15 days net. Any change to these terms requires written approval by the President, Executive Vice President or Accounting Manager. ICS retains the right to require prepayment in full at any time. Cancelled jobs will be invoiced for work performed and/or set-up costs incurred. Shipping costs incurred by ICS will be invoiced at cost +10% handling fee. A minimum USD \$25.00 handling fee will be invoiced on all sample returns. Shipping costs incurred by ICS will be invoiced \$25.00 or cost +10%, whichever amount is higher.
21. ICS hereby objects to any conflicting terms contained in any order, acceptance or other subsequent correspondence submitted by Client.
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 costs related to deposition and trial testimony.
24. Cancelled/discontinued orders: Client responsible for all administrative and testing charges up to point of cancellation.