Test Report - Products



**Report No.:** 

## 158277856a 001

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Client:	ONE FOR FUN LIMITED
Contact Information:	3-5 Cambuslang Way, Gateway Office Park, Cambuslang, Glasgow, G32 8ND
Manufacturer's name:	USD001
Test item(s):	Toys
Identification/ Model No(s):	ROBOT HAND 48CM Item no.: SV14191
Sample obtaining method:	Sending by customer
Condition at delivery:	Test item complete and undamaged.
Sample Receiving date:	2023-09-14
Testing Period:	2023-09-18 to 2023-09-21
Place of testing:	Chemical laboratory Hong Kong, Toys laboratory Hong Kong

#### **Test Specification:**

Please refer to "Test Result Summary List" on page 2 for details

### Other information:

Country of Origin: China

The provided age grade of the item(s) : Not Provided As per client request, the item(s) was/ were tested for the age of over 3 years.

Packaging provided: No

For and on behalf of TÜV Rheinland Hong Kong Ltd.

Con

Wong Yiu Tong , Tommy/ Senior Lab Manager

Date

2023-09-25

Name/Position

Amenda Yung/ Senior CS Manager

n Date

Name/Position

Sample information is provided by customer. Test result is drawn according to the kind and extent of tests performed. This test report relates to the above mentioned test sample. Without permission of the test center this test report is not permitted to be duplicated in extracts. This test report does not entitle to carry any safety mark on this or similar products.

2023-09-25

does not entitle to carry any safety mark on this or similar products. "Decision Rule" document announced in our website (https://www.tuv.com/landingpage/en/qm-gcn/) describes the statement of conformity and its rule of enforcement for test results are applicable throughout this test report.

TÜV Rheinland Hong Kong Ltd. 3-4/F.,Fou Wah Industrial Building,10-16 Pun Shan Street,Tsuen Wan,New Territories,Hong Kong Tel.: (852) 2192 1000 Fax: (852) 2192 1003 Mail: service-gc@tuv.com · Web: www.tuv.com



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Test Result Summary :	
Test Specification:	Test result:
1 EN 71-1:2014+A1:2018 Mechanical and physical properties (As per client request, Clause 7 - Warnings and instructions was excluded in this test report)	PASS
2 EN 71-2:2020 Flammability	PASS
3 EN 71-3:2019+A1:2021 Migration of 19 Elements	PASS
4 Cadmium content according to Annex XVII Entry 23 of Regulation (EC) No 1907/2006 and its amendments	PASS
5 REACH regulation (EC) No. 1907/2006 and its amendment regulations on Annex XVII entry 51 and entry 52 : Phthalates	PASS
CPSIA Section 108 as amended by 16 CFR 1307 : Phthalates	PASS
California Safe Drinking Water and Toxic Enforcement Act of 1986 (CA Prop 65): DEHP, BBP, DBP, DIDP, DnHP content	PASS
<ul> <li>6 ASTM F963-17: Mechanical and physical</li> <li>(As per client request, Clause 5-Labeling requirements, 6-Instructional Literature,</li> <li>7-Producer's Marking were excluded in this test report)</li> </ul>	PASS
7 ASTM F963-17: Flammability on solids and soft toys	PASS
8 ASTM F963-17 Sect. 4.3.5.2, CPSIA Sect. 101, and Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): Total lead content in substrate materials	PASS
9 ASTM F963-17 Sect. 4.3.5.1 and 4.3.5.2 : Soluble heavy metal	PASS



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## Material List:

Item:

ROBOT HAND 48CM Item no.: SV14191

Material No.	Material	Color	Location
M001	Whole Product	Multicolor	[#Black handle style]-Whole Product; [#Blue handle style]-Whole Product
M002	Plastic	Gray	[#Black handle style]-Inner tape;[#Blue handle style]-Inner tape
M003	Plastic	Grey	[#Black handle style]-Finger, hand; [#Blue handle style]-Finger, hand
M004	Plastic	Yellow	[#Black handle style]-Tube;[#Blue handle style]-Tube
M005	Plastic	Black	[#Black handle style]-Handle;[#Blue handle style]-Button
M006	Plastic	Blue	[#Black handle style]-Button;[#Blue handle style]-Handle
M007	Metal	Silver	[#Black handle style]-Screw;[#Blue handle style]-Screw
M008	Metal	Silver	[#Black handle style]-Axle;[#Blue handle style]-Axle



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## 1. EN 71-1:2014+A1:2018 Mechanical and physical properties

Test No:	T001
Material No:	M001
4. General requirements	
4.1 Material cleanliness	PASS
4.7 Edges	PASS
4.8 Points and metallic wires	PASS
7. Warnings, markings and instructions for use	
7.1 General	Not Conducted
7.2 Toys not intended for children under 36 months	Not Conducted
7.3 Latex balloons	Not Conducted
7.4 Aquatic toys	Not Conducted
7.5 Functional toys	Not Conducted
7.6 Hazardous sharp functional edges and points	Not Conducted
7.7 Projectile toys	Not Conducted
7.8 Imitation protective masks and helmets	Not Conducted
7.9 Toy kites	Not Conducted
7.10 Roller skates, inline skates, skateboards and certain other ride-on toys	Not Conducted
7.11 Toys otherwise intended to be strung across a cradle, cot, or perambulator	Not Conducted
7.12 Liquid-filled teethers	Not Conducted
7.13 Percussion caps specifically designed for use in toys	Not Conducted
7.14 Acoustics	Not Conducted
7.15 Toy bicycles	Not Conducted
7.16 Toys intended to bear the mass of a child	Not Conducted
7.17 Toys comprising monofilament fibres	Not Conducted
7.18 Toy scooters	Not Conducted
7.19 Rocking horses and similar toys	Not Conducted
7.20 Magnetic/ electrical experimental sets	Not Conducted
7.21 Toys with electrical cables exceeding 300 mm in length	Not Conducted

TÜV Rheinland Hong Kong Ltd.·3-4/F.,Fou Wah Industrial Building,10-16 Pun Shan Street,Tsuen Wan,New Territories,Hong Kong Tel.: (852) 2192 1000 Fax: (852) 2192 1003 Mail: service-gc@tuv.com · Web: www.tuv.com



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7.22 Toys with cords or chains intended for children of 18 months and over but under 36 months	Not Conducted
7.23 Toys intended to be attached to a cradle, cot or perambulator	Not Conducted
7.24 Sledges with cords for pulling	Not Conducted
7.25 Flying toys	Not Conducted
7.26 Improvised projectiles	Not Conducted

The clause and/or sub-clause would be indicated only in the test report whichever applicable. The comprehensive result report is available upon request.



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## 2. EN 71-2:2020 Flammability

#### **Test result:**

Test No:	T001
Material No.	M001
4.1 General requirements	PASS

The clause and/or sub-clause would be indicated only in the test report whichever applicable. The comprehensive result report is available upon request.



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## 3. EN 71-3:2019+A1:2021 Migration of 19 Elements

with reference to EN 71-3:2019+A1:2021, analyzed by ICP-OES / ICP-MS / LC-ICP-**Test Method:** MS/IC-UV/GC-MS.

### 3) For scraped-off toy materials:

#### **Test Result:**

			Test No.	T001	T002	T003
			Material No.	M002	M003	M004
Test Parameter	Unit	RL	Regulatory	Result	Result	Result
			Requirement			
Aluminium (Al)	mg/kg	10	28,130	< RL	< RL	< RL
Antimony (Sb)	mg/kg	5	560	< RL	< RL	< RL
Arsenic (As)	mg/kg	5	47	< RL	< RL	< RL
Barium (Ba)	mg/kg	2.5	18,750	< RL	< RL	< RL
Boron (B)	mg/kg	10	15,000	< RL	< RL	< RL
Cadmium (Cd)	mg/kg	1	17	< RL	< RL	< RL
Chromium III (Cr(III))	mg/kg	10	460	< RL	< RL	< RL
Chromium VI (Cr(VI))	mg/kg	0.045	0.053	< RL	< RL	< RL
Cobalt (Co)	mg/kg	2.5	130	< RL	< RL	< RL
Copper (Cu)	mg/kg	2.5	7,700	< RL	< RL	< RL
Lead (Pb)	mg/kg	2.5	23	< RL	< RL	< RL
Manganese (Mn)	mg/kg	2.5	15,000	< RL	< RL	< RL
Mercury (Hg)	mg/kg	2.5	94	< RL	< RL	< RL
Nickel (Ni)	mg/kg	2.5	930	< RL	< RL	< RL
Selenium (Se)	mg/kg	10	460	< RL	< RL	< RL
Strontium (Sr)	mg/kg	2.5	56,000	< RL	< RL	< RL
Tin (Sn)	mg/kg	1.0	180,000	< RL	< RL	< RL
Organic Tin^	mg/kg	0.2	12	-	-	-
Zinc (Zn)	mg/kg	10	46,000	< RL	< RL	< RL
Mass of trace amount #	mg			-	-	-

Abbreviation:

less than RL =Reporting Limit

< =

denotes milligram per kilogram mg/kg

mg denotes milligram

۸ denotes Organic tin are not necessary to be determined when the Tin concentration is less than calculated limit (3.6 mg/kg) or the components were confirmed to be pure metal



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## Test Result:

			Test No.	T004	T005
	M005	M006			
Test Parameter	Unit	RL	Regulatory	Result	Result
			Requirement		
Aluminium (Al)	mg/kg	10	28,130	< RL	< RL
Antimony (Sb)	mg/kg	5	560	< RL	< RL
Arsenic (As)	mg/kg	5	47	< RL	< RL
Barium (Ba)	mg/kg	2.5	18,750	< RL	< RL
Boron (B)	mg/kg	10	15,000	< RL	< RL
Cadmium (Cd)	mg/kg	1	17	< RL	< RL
Chromium III (Cr(III))	mg/kg	10	460	< RL	< RL
Chromium VI (Cr(VI))	mg/kg	0.045	0.053	< RL	< RL
Cobalt (Co)	mg/kg	2.5	130	< RL	< RL
Copper (Cu)	mg/kg	2.5	7,700	< RL	< RL
Lead (Pb)	mg/kg	2.5	23	< RL	< RL
Manganese (Mn)	mg/kg	2.5	15,000	< RL	< RL
Mercury (Hg)	mg/kg	2.5	94	< RL	< RL
Nickel (Ni)	mg/kg	2.5	930	< RL	< RL
Selenium (Se)	mg/kg	10	460	< RL	< RL
Strontium (Sr)	mg/kg	2.5	56,000	< RL	< RL
Tin (Sn)	mg/kg	1.0	180,000	< RL	< RL
Organic Tin^	mg/kg	0.2	12	-	-
Zinc (Zn)	mg/kg	10	46,000	< RL	< RL
Mass of trace amount #	mg			-	-

Abbreviation:

< = less than Reporting Limit

RL =

mg/kg denotes milligram per kilogram

mg denotes milligram ٨

denotes Organic tin are not necessary to be determined when the Tin concentration is less than calculated limit (3.6 mg/kg) or the components were confirmed to be pure metal

### Remark:

- Categorization of toys materials is based on the material texture. According to point H.11 of Annex H to EN 71-3:2019+A1:2021 / BS EN 71-3:2019+A1:2021, cosmetic materials with dry, brittle, powder like or pliable texture such as lipstick and eyeshadow are considered as category I materials. However, as a reminder, it cannot preclude the possibility that some national enforcement authorities might take a more stringent action to treat cosmetic materials as sticky and evaluate according to category II requirement as they are intended to be applied on skin and retained for long time.
- For any test portion containing grease, oil, wax or similar material, such materials would has been removed with isooctane by using Soxhlet extraction.

\*\*\*\* The highlighted result was found to be more than the maximum permissible limit.

# According to EN 71-3:2019+A1:2021, if the weight of a test portion of toy material is less than 10mg, the analysis of migration of certain elements would not be required. If the weight of a test portion of toy material is between 10mg and 100mg, the analytical results would be calculated as though 100mg of the test portion had been used.



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## 4. Total Cadmium Content

Test Method: EN 1122:2001 (method B)

## **Test Result:**

Test No.	Material No.	Test Parameter	Unit	RL	Test Result
		Trial 1	mg/kg	10	< RL
T001	M002	Trial 2	mg/kg	10	-
		Average	mg/kg	10	-
	Maga	Trial 1	mg/kg	10	< RL
T002	M003 + M004	Trial 2	mg/kg	10	-
		Average	mg/kg	10	-
		Trial 1	mg/kg	10	< RL
	M005 + M006	Trial 2	mg/kg	10	-
		Average	mg/kg	10	-

Abbreviation: < = less than

RL = Reporting Limit mg/kg = milligram per kilogram

### Remark:

 Requirements for Cadmium content according to Annex XVII Entry 23 of Regulation (EC) No 1907/2006 (REACH) and its amendments

-Mixtures and articles produced from plastic material < 0.01 % (100 mg/kg)

- -Coated / painted articles < 0.1 % (1000 mg/kg)
- -Jewellery components < 0.01 % (100 mg/kg)
- -Paints and varnishes (excluding the applicable exemptions) < 0.01 % (100 mg/kg)
- \*\* Swiss requirements for cadmium content according to the Switzerland Chemikalien-Risikoreduktions-Verordnung- ChemRRV, 814.81
  - Mixtures and articles produced from plastic material < 0.01 % (100 mg/kg)
  - Articles / objects treated with paints / coating with cadmium is prohibited
  - Paints and varnishes < 0.01 % (100 mg/kg)



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## 5.Phthalates content

Test Method: Ref. to CPSC-CH-C1001-09.4

## **Test Result:**

		Т	est No.	T001	T002	T003
	M002	M003 +	M005 +			
					M004	M006
Test Parameter	CAS NO	Unit	RL	Result	Result	Result
Diethylhexyl phthalate (DEHP)	117-81-7	%	0.01	< RL	< RL	< RL
Dibutyl phthalate (DBP)	84-74-2	%	0.01	< RL	< RL	< RL
Benzylbutyl phthalate (BBP)	85-68-7	%	0.01	< RL	< RL	< RL
Diisobutyl phthalate (DIBP)	84-69-5	%	0.01	< RL	< RL	< RL
Sum (DEHP+DBP+BBP+DIBP)	-	%	0.01	<rl< td=""><td><rl< td=""><td><rl< td=""></rl<></td></rl<></td></rl<>	<rl< td=""><td><rl< td=""></rl<></td></rl<>	<rl< td=""></rl<>
Diisononyl phthalate (DINP)	28553-12-0,	%	0.01	< RL	< RL	< RL
	68515-48-0					
Diisodecyl phthalate (DIDP)	26761-40-0,	%	0.01	< RL	< RL	< RL
	68515-49-1					
Di-n-octyl phthalate (DNOP)	117-84-0	%	0.01	< RL	< RL	< RL
Sum (DINP+ DIDP+ DNOP)		%	0.01	<rl< td=""><td><rl< td=""><td><rl< td=""></rl<></td></rl<></td></rl<>	<rl< td=""><td><rl< td=""></rl<></td></rl<>	<rl< td=""></rl<>
Di-n-pentyl phthalate (DnPP)	131-18-0	%	0.01	< RL	< RL	< RL
Di-n-hexyl phthalate (DnHP)	84-75-3	%	0.01	< RL	< RL	< RL
Dicyclohexyl phthalate (DCHP)	84-61-7	%	0.01	< RL	< RL	< RL
Conclusion: CPSIA Section 108 as ame	Pass	Pass	Pass			
Conclusion: CA Prop 65 DEHP, BBP, DI	Pass	Pass	Pass			
Conclusion: REACH regulation (EC) No. amendment Annex XVII entries 51 and 5	Pass	Pass	Pass			

**Abbreviation:** < = less than

RL = Reporting Limit

% = percentage

### Remark:

- Requirement of REACH regulation (EC) No. 1907/2006 and its amendment Annex XVII entries 51 and 52:

Parameter	Unit	Maximum Permissible Limit					
Plasticised materials in toys and childcare articles, or other articles# place on the market;							
Diethylhexyl phthalate (DEHP) Dibutyl phthalate (DBP) Benzylbutyl phthalate (BBP) Diisobutyl phthalate (DIBP)	%	0.1 (individually or sum of the four phthalates) Effective after 7 July 2020.					
Plasticised materials in children's toy and childcare articles which can be placed in the mouth by children:							
Di-n-octyl phthalate (DNOP) Diisodecyl phthalate (DIDP) Diisononyl phthalate (DINP)	%	0.1 (sum of the three phthalates)					



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#### Denote:

# Examples of articles that are excluded from the restriction

- Articles exclusively for industrial / agricultural use / use in open air, provided that no plasticised material comes into contact with human mucous membranes or into prolonged contact with human skin (i.e. Continuous contact of more than 10 minutes duration or intermittent contact over a period of 30 minutes, per day.)
- 2) Aircraft and motor vehicles (Directive 2007/46/EC) placed on the market before 7 January 2024, or articles for use exclusively in the maintenance or repair of them
- 3) Measuring devices for laboratory use;
- 4) Food contact material and articles within the scope of Regulation (EC) No 1935/2004 or Commission Regulation (EU) No 10/2011
- 5) Medical devices (Directive 90/385/EEC, 93/42/EEC or 98/79/EC)
- 6) Electrical and electronic equipment within the scope of Directive 2011/65/EU
- 7) Immediate packaging of medicinal products (Regulation (EC) No 726/2004, Directive 2001/82/EC or Directive 2001/83/EC)
- Single component with an amount below reporting limit was not considered by the calculation of the sum. In the case of all phthalates were not detected, the result is stated <RL.
- Requirement of Consumer Product Safety Improvement Act 2008, section 108, as amended by 16 CFR 1307 is summarized below:

Parameter	Unit	Maximum Permissible Limit
Accessible plasticized components in children's toy o	r childcare art	icle:
Dibutyl phthalate (DBP), Benzylbutyl phthalate (BBP), Diethylhexyl phthalate (DEHP), Diisononyl phthalate (DINP), Diisobutyl Phthalate (DIBP), Di-n-pentyl Phthalate (DPENP) (DnPP), Di-n-hexyl Phthalate (DHEXP) (DnHP), Dicyclohexyl Phthalate (DCHP)	%	0.1 (each)

Requirement of Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65):DEHP, BBP, DBP, DIDP and DnHP content

1,000ppm (0.1%) each as quoted from County of Alameda Case No. BG-07350969



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## 6.ASTM F963-17: Mechanical and physical

**Test result:** 

	Test No: T001
Ma	aterial No: M001
4. Safety requirements	
4.1 Material Quality (visual check)	PASS
4.7 Accessible edges	PASS
4.9 Accessible points	PASS
4.11 Nails and fasteners	PASS
5. Labeling requirements	•
5.1Federal government requirements	Not Conducted
5.2 Age grading labeling	Not Conducted
5.3 Safety labeling requirements	Not Conducted
5.4 Aquatic toys	Not Conducted
5.5 Crib and playpen toys	Not Conducted
5.6 Mobiles	Not Conducted
5.7 Stroller and carriage toys	Not Conducted
5.8 Toys intended to be assembled by an adult	Not Conducted
5.9 Simulated protective devices	Not Conducted
5.10 Toys with functional sharp edges or points	Not Conducted
5.11 Small objects, small balls, marbles and balloons	Not Conducted
5.12 Toy caps	Not Conducted
5.13 Art materials	Not Conducted
5.16 Promotional materials	Not Conducted
5.17 Magnets	Not Conducted
6. Instructional literature	·
6.1 Definition and description	Not Conducted
6.2 Crib and playpen toys	Not Conducted
6.3 Mobiles	Not Conducted
6.4 Toys intended to be assembled by an adult	Not Conducted
6.7 Toys in contact with food	Not Conducted
6.8 Toy chests	Not Conducted
7. Producer's markings	
7.1 Name and address of the producer or the distributor	Not Conducted
7.3 Toy chests	Not Conducted



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#### Use and Abuse Tests:

The submitted samples were undergone the use and abuse tests in accordance with FHSA 16 CFR and whichever is applicable the tested age grade.

Age Category	Impact Test	Flexure Test	Torque Test	Tension Test	Compression Test
0-18 Months 16 CFR 1500.51	10 x 4.5 ft	120 Arc 30 Cycles 10 lbs	2 in-lbs	10 lbs	20 lbs
19-36 Months 16 CFR 1500.52	4 x 3 ft	120 Arc 30 Cycles 15 lbs	3 in-lbs	15 lbs	25 lbs
37-96 Months 16 CFR 1500.53	4 x 3 ft	120 Arc 30 Cycles 15 lbs	4 in-Ibs	15 lbs	30 lbs

The clause and/or sub-clause would be indicated only in the test report whichever applicable. The comprehensive result report is available upon request.



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## 7.ASTM F963-17: Flammability on solids and soft toys

**Test result:** 

Tes	t No: T001
Materia	I No: M001
4.2 Flammability on solids and soft toys	PASS

The burning rate of the most severe part = IBE

Note: Maximum permissible burning rate = 0.1 Inch/sec.

**Abbreviation:** IBE = Ignite But Self-extinguish



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# 8.ASTM F963-17 Sect. 4.3.5.2, CPSIA Sect. 101, and Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65) : Total lead content in substrate materials

Test method: CPSC-CH-E1001-08.3 and CPSC-CH-E1002-08.3 (Microwave method)

Test result:

Test No.	Material No.	Test Parameter	Unit	RL	Regulatory Requirement	Test Result
T001	M002	Lead Content	ppm	10	100	< RL
T002	M003 + M004	Lead Content	ppm	10	100	< RL
T003	M005 + M006	Lead Content	ppm	10	100	< RL
T004	M007 + M008	Lead Content	ppm	10	100	< RL

Abbreviation: < = less than

RL = Reporting Limit ppm = parts per million

Remark:

- \*1 CA Prop. 65 -Total lead content
  - Paint or surface coating in products shall not contain more than 0.009% (90 ppm) total lead content
  - Other components in product shall not contain more than 0.01% (100 ppm) total lead content



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## 9.ASTM F963-17 Sect. 4.3.5.1 and 4.3.5.2 : Soluble heavy metal

Test method: For paint and similar surface-coating materials: ASTM F963-17 Section 8.3.2 - 8.3.4 Method to Dissolve Soluble Matter for Surface Coatings, Preparation of Test Samples and Test Procedures

For substrate: ASTM F963-17 Section 8.3.5 Soluble Element Test Method for Substrate Materials

This requirement applies to the coating and substrate materials which the sample weight is greater than 10 mg

#### Test result:

			[mg/kg]								
		Sb	As	Ba	Cd	Cr	Pb	Hg	Se		
		Maximum Permissible Limit of Any Toy Materials except Modelling Clay									
Test	Material	60	25	1000	75	60	90	60	500		
No.	No.		Ma	ximum Pe	rmissible	Limit of M	odelling C	lay			
		60	25	250	50	25	90	25	500		
		RL									
		2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5		
T001	M002	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL		
T002	M003	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL		
T003	M004	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL		
T004	M005	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL		
T005	M006	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL		

Abbreviation: < = less than

RL = Reporting Limit

mg/kg = milligram per kilogram

### Remark:

\* Migration results of eight elements shown are the adjusted analytical results

Element	Sb	As	Ba	Cd	Cr	Pb	Hg	Se
Analytical Correction (in %)	60	60	30	30	30	30	50	60



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Sample Photo



- END -

🛕 TÜVRheinland® Precisely Right.

#### General Terms and Conditions of Business of TÜV Rheinland in Greater China

- Scope These General Terms and Conditions of Business of TUV Rhenland in Greater China ("CITCB") is made between the client and one or more member entities of TUV Rhenland in Greater China as applicable as the case may be ("TUV Rhenland"). The Greater China here of the theory of the theory of the theory of the client and the applicable laws who concludes the incorporated or unicorporated entity during contracts under the applicable laws who concludes the incorporated or unicorporated entity during contracts under the applicable laws who concludes the incorporated or unicorporated entity during contract and the second of the second and thindraw of the client and the client client of any nature shall not apply and shall hereby be expressly excluded the an origidable relations of the client the client, this GTCB shall also apply to in the contract of the benefaciable relations the view in the GTCB shall also apply to individual claes. 1.1
- (i) (ii) 1.2
- 1.3
- 1.4

#### 2 Quotations

3

#### Unless otherwise agreed, all quotations submitted by TÜV Rheinland can be changed by TÜV Rheinland without notice prior to its acceptance and confirmation by the other party. Coming into effect and duration of contracts

#### 3.1

- Coming into effect and duration of contracts The contract stalls core is to effect to the agreed terms upon the quotation ister of TUV Rheinland or a separate contractual document being signed by both contracting parties, or upon the works without recently a quotation from TUV Rheinland (quotation, TUV Rheinland (quotation), TUV Rheinland (quotation, TUV Rheinland (quotation), TUV Rheinland (quotation
- 3.2 3.3

#### Scope of services

- Scope districts. The scope and type of the services to be provided by TUV Rhenkand shall be specified in the contractually agreed services scope of TUV Rhenkand by both parties. If no such separate service scope of TUV Rhenkand exists, then the written confirmation of order by TUV Rhenkand shall be decisive for the service to provided. Unless otherwise agreed, services beyond the scope of the storage of the scope of the scope of the scope of the scope of TUV Rhenkand shall be the written confirmation of order by TUV Rhenkand shall be application of such are not one of the service decryption, as well as the intended use and application of such are not cover, on responsibility is assumed for the design, unless this sequences shall be performed in compliance with the regulations in force at the time the contract is entended into. In determine, in its scie describe, the method our nature of the assessment unless otherwise agreed in writing or if mandatory provisions require a specific production to file workhy and working order of either treaded or denome parts more of the instatistions, agreed and the significant of the systems on which the instatistion is abreed in application in accordance with regulators, nor of the systems on which the instatistion is abreed in application in accordance with regulators, nor of the systems on which the instatistion as a bread on application in accordance with regulators, nor of the systems on which the instatistion is abreed in application in accordance with regulators, nor of the systems on which the instation is abreed in application in accordance with regulators, nor of the systems on which the instation is abreed in application in accordance with regulators, nor of the systems on which the instation is abreed in and assembly of instations occurred, or WT there we and application in accordance with regulators, on the the application in accordance with regulators, or of the instation assembly of the protecomplication. The tresplot in the instation is abreed 41 42
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- particular, TUV Rhenhand all assume no responsibility for the construction, selection of materials and assembly of mataliadons avanted, nor by there used an application accordance with responsible to the selection with the services of the second selection of the second selection and the second of the second selection and the second selection and second selection and the second selection of the second selection and second selection and the second selection and second selection and the second selection and the second selection and second se
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- Performance period/diales The contractually agreed period/diales of performance are based on estimates of the work involved which are prepared in line with the data provided by the clerit. They shall only be binding if being confirmed as binding VD Rehealed an event diale that the source of the second second second second second second dialest the schematic data required documents to TUV Rehealed an event diaret has submitted at required documents to TUV Rehealed and the schematic data required and agreed period/diales of performance not caused by TUV Rehealed and the context of the second 5.5
- least to the duration of time miniaring participant and the performance performance. If the client is obliged to comply with legal, officially prescribed and/or by the accreditor prescribed deadlines, it is the client's responsibility to agree on performance dates with TUV Rheinland, which deadlines, it is the client's responsibility to agree on performance dates with TUV Rheinland, which are the transferred for the client's responsibility of the client's rescribed deadlines. TUV Rheinland 5.6 being in the net energies incident and the legal and/or officially prescribed deadlines. Turburk, where the her client to comply with the legal and/or officially prescribed deadlines. Turburk herinland umes no responsibility in this respect unless TUV Rheinland expressly agreed in writing clically stating that ensuring the deadlines is the contractual obligation of TUV Rheinland. enable the assumes r

#### The client's obligation to cooperate

- The client shall guarantee that all cooperation required on its part, its agents or third parties will be provided in good time and at no cost to TÜV Rheinland. 6.1
- 6.2
- provided in good time and at no cost to TUV Rheimand.
  the service shall be services shall be service shall b 6.3

#### Prices

- Prices If the scope of performance is not laid down in writing when the order is placed, involcing shall be based on costs actually incurred. If no price is agreed in writing, involcing shall be made in accordance with the price list of UTW Reinhand valid at the time of performance. Unless otherwise agreed, work shall be involced according to the progress of the work. If the execution of an order adverted over more than one month and the value of the contract or the agreed fixed price seceeds 2,2500.00 or equivalent value in local currency. TUV Rhenland may demine Jaynemis to account or in indiaments. 7.1
- 7.2 7.3

#### Payment terms 8

- 8.1 8.2
- Invoice amounts shall be due for payment within 50 days of the tracked date without deduction receipt of the mixed, no discounts and reclasses shall be granted. Invoices and client numbers. The share of the state of the share of the share of the share of the mixed share of the shares and share numbers. The share of the shares of the share of the share of the share of the share of the shares of the shares of the share of the share of the shares of the share of the share of the share time. The shares of the shares of the shares of the share of the share time. The shares of the share time. The share time the shares of the shares of the share time. The share time the shares of the share time. The shares the track to the shares of the shares of the shares of the share time. The shares the share the shares of the shares of the shares of the shares the share time. The shares of t 8.3
- clai Shr 8.4
- damage The pro 8.5 13.1
- assets. Objections to the invoices of TÜV Rheinland shall be submitted in writing within two weeks of receipt of the invoice. TÜV Rheinland shall be entitled to demand appropriate advance payments. 86

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- 87
  - February 2023

- TÜV Rheinland shall be entitled to raise its fees at the beginning of a month if overheads and/or purchase costs have increased. In this case, TÜV Rheinland shall notify the direct in witting of the shall come into feet (period of notice) of charges in fees). If there is no fees remain under SNs contractual year, the client shall not have the right to ferminate the contract. If the rise in fees exceeds SNs per contractual year, the client shall not have the right to ferminate the contract. If the rise in fees exceeds SNs per contractual year, the client shall be entitied to terminate the contract. If the rise in fees exceeds SNs per contract lay the rise that is the shall be dismut to the contract, the charge in fees. 8.8
- Only legally established and undigued chains may be offer against claims by TÜV Rheinland. TÜV Rheinland shall have the right at all times to setoff any amount due or payable by the client, including but not limited to setoff against any fees paid by the client under any contracts, agreement and/or orders/quotations reached with TÜV Rheinland. 8.9 8.10
- Acceptance of work
- Any part of the work result ordered which is complete in itself may be presented by TÜV Rheinland for acceptance as an instalment. The client shall be obliged to accept inmediately. Instein the provide the start of the start 9.1
- 9.2
- 9.3
- 9.4 9.5
- The client is not entitled to make acceptance due to insignificant Dream a curruna: or y urv fill acceptance is excluded according to the nature of the work performance of TÜV Rheinland, the Countig the Follow-Audit stage, if the client was unable to make use of the time windows provided for within the scope of a certification procedure for auditing/set/mance by TÜV Rheinland and the complication of the scope of a certification procedure for auditing/set/mance by TÜV Rheinland and the complication is therefore to be whitehowing (e.g. performance of surveillance auditing) of if the client as compensation for expenses. The client reserves the right proves that the TUV Rheinland has incurred no damage whatsoever or only a considerably lower damage than the above lung sum. Insofars as the client has undertakein in the contract to acceptives. TUV Rheinland has the row the scoperses if the scope is not called within one year after the orthe has been placed. The client reserves the right to prove that the TUV Rheinland has also 9.6

#### Confidentiality

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- a) b)
- c)
- 10.4
- 10.5 a)
- b) c) 16.4 10.6
- <text><text><text><text><text><text><text><text><text><text> documentation purposes required by laws, regulations and the requirements of working procedures of TUP Rheinland. From the start of the contract and for a period of three years after termination or expiry of the contract, the receiving party shall maintain strict secrecy of all confidential information and shall not disclose this information to any thrit parties or use if for itself.

#### Copyrights and rights of use, publications

- TÜV Rheinland shall retain all exclusive copyrights in the reports, expert reports/opinions, test reports/results, results, calculations, presentations etc. prepared by TÜV Rheinland, unless otherwise agreed by the parties in a separate agreement. As the owner of the copyrights, TÜV Rheinland is fire to grant others the right to use the work results for individual or all types of use 11.1 11.2
- 11.3
- 11.4 11.5
- Childrette digitale di yi the parter in a separate appresent. A construction of the co 18.1 18.2

#### 12. Liability of TÜV Rheinland 12.1

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- Liability of TÜV Rheinland Irrespective of the legal basis to the fullest extent permitted by applicable law, in the event of an basis of constrained beginners of the TUV Basis of TUV Reparator for all damages, bases are shall be limited to: (i) in the case of a contract twin and the permitted basis, a maximum of the entrie contract, (ii) in the case of a contract twin and the permitted basis, a maximum of the entries contract, (iii) in the case of a contract twin and the permitted basis, a maximum of the entries contract, contract supersay changed on a time and material basis, a maximum of the entries contract, contract supersay changed on a time and material basis, a maximum of that provides for the possibility of patient grindwalar contract, there inners the event that provides for the possibility of patient grindwalar contract, there inners the for the individual order under which the damages or losses have occurred. AbathIstanding the above, in the event that the basis and accumulate liability accurates and the shall and basis on the store of parameters and the basis and store of the possibility of patient patients and the shall and exploy to another. The limitation of liability isocrifics 12 shows that, physical largor, of these. In cases involving a landamental breach of contract, TUV Rheinland will be liable even where micror negligence is involving a landamental breach of contract, TUV Rheinland will be liable even where micror negligences involving a landamental breach of contract, that be limited to the anotact of changes seasonably foreseening a passible damages, interest and the basis of the time and the basis of anotacing changes and in basis and the basis of contract, that be limited to the anotact of changes seasonably foreseening and passible damages), arises any of the circumstances described in active TUV Review and all not the table to the active the active the micro the the store of the store of the parameters of the tresponder to the store of contract is all be linited

- breach (reasonably foreseeable damage), uries any of the circumsures because at a sum-22 applies. The second seco
- Unless otherwise contractually agreed in writing, TÜV Rheinland shall only be liable under the contract to the clent. The Imitation periods for claims for damages shall be based on statutory provisions. None of the provisions of this article 12 changes the burden of proof to the disadvantage of the clert. 12.6 12.7

#### 13. Export control

When passing on the services provided by TÜV Rheinland or parts thereof to third parties in Greater China or other regions, the client must comply with the respectively applicable regulations of national and international export control law.

The performance of a contract with the client is subject to the proviso that there are no obstacles to performance due to national or international foreign trade legislations or embargos and/or sanctions. In the event of a violation, TÜV Rheinland shall be entitled to terminate the contract with immediate effect and the client shall compensate for the bases incured thereof by TÜV Rheinland.

#### Data protection notice

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Data protection notice: The clear understands and agrees that TVV Rheinland processes personal data (including but not supplier of the clear by the proposal of Additing this contract. The clear confirms that it has observed the prior consent of the data subject, which entitles TVV Rheinland to access, use, or process the priorical data that the client collected or processes by head and unselfierd to TVV use and process the data in accordance with her relevant legal basis. If any periori data that the client of the priori data that the client collected or process by head and use disclosed or transferred to any thing prior or any oversease by head and use that is to be disclosed or transferred to any thing prior or any oversease privo client of the data is to be disclosed or transferred to any thing prior or any oversease privo client of the data is to be disclosed or transferred to any thing prior or any oversease privo client of the data is to be disclosed or transferred to any thing prior any oversease prior consent of the prior prior the privacy and personal data security related less and neglisations in China and the local country. TUV Rheinland will take measures to avoid any keakage, abuse, mainplation, com as a corresponding reason of dation arking. Busilians, maint or deletion, right of processing instation, right or dejection, right of accession, right of processing hermitation at the priors or presentiable to disclose the disclose the to the sequencing data provide that protection subprivatory accessing the formation at by TVV Rheinland at the privation and personalise or contract the Group blooking address related to the the completent data protection subprivatory. You can contact the Group blooking address. TWV Rheinland AG, cli of courp Data Protection Officer. Am Graues Teste, 51100 Cologne, Germany.

#### Retention of test material and documentation

- Retention of test material and documentation The last samples avointist by the certent to TUV Pheniland for testing will be scrapped following testing or will be returned to the client at the client's expense. The only exceptions are test samples, which are placed in storage on the basis of statutory regulations or of another agreement with the client. The statut samples of the samples are stored at the premises of TUV Pheniland. The cost of placing clients sample for storage with be discussed to the client to be placed in storage at their premises, the reference samples are documentations man be made available to TUV Pheniland of making available the reference amples and/or documentations, many lability claims for material and pecunity dynamic results (Tot the respective testing) and certification that is brough forward by the client's against TUV Reteniand shall be volded. Cost and the handow and displicable lagil requirements for BUEEC certificates or control and and certifications.

#### Termination of the contract

- 16.2
- Certaination of the contract of the CRCS, TUV Rheinland and the cleant are stilled to terminate the forthard in the interface of a devices combination of the remaining strengthese of the contract of the devices of a devices combination of the remaining strengthese of the contract of the devices of a devices combination of the remaining strengthese of the contract of the devices of a devices combination of the contract, the device bedde devices of the contract of the devices of the devic

We have been a contracted to be accessed on the contract of the contract on the contract of the contract on the contract of the contract on the contract on

Hardship The Parties are bound to perform their contractual duties even if events have rendered performance more onerous than could reasonably have been anticipated at the time of the conclusion of the

more encrusa than could reasonably have been anticipated at the time of the conclusion of the Nobehthatanding paragraph of this Clause, where a Party proves that: (a) the continued performance of its contractual dates has become excessively onerous due to an event beyond in seasonable contractual which it could not executely have been expected to be an event beyond in assonable contractual which is could not executely have been expected to be an event beyond and not executed on the invocation of the Clause, to regoting the event. Contractual terms which reasonably alway to overcome the consequences of the event. Contractual terms which reasonable mice approach the paragraph. The Party howing this Clause is entitled to terminable the contract, but cannot request adaptation by the judge or arbitrator without the agreement of the Party.

Partial invalidity, written form, place of jurisdiction and dispute resolution All amendments and supplements must be in writing in order to be effective. This also apples to amendments and supplements must be invalidity in order to be the structure of the provision in the gard and even of the provision and the structure of the provision in the gard and commercial terms provision that consists to the context of the invalid provision in tegal and commercial terms of the structure of the provision and the structure of the

If TUP Revinted in question is legally registered and existing in Hong Kong, the contra and the learns and continon shall be governed by the laws of hereby agine that the contra and these lems and continon shall be governed by the laws of hereby agine that the contra and these lems and continons shall be governed by the laws of hereby agine that the contra and these lems and continons shall be governed by the laws of hereby agine that the contract and these lems and continons shall be governed by the laws of hong Kong. The contract and these lems and continons on the execution thereof hall be settled finding through negotiations.
Unless otherwise slipidated in the contract and these lems and conditions or the execution thereof hall be settled finding through negotiations.
Unless otherwise slipidated in the contract, and here settlem and contract is many of the start and the settlem shall be settled finding of the start and the settlem shall be settled finding of the start and the start and the settlem shall be settled finding of the start and the start and the start and the shall be settled finding of the start and the start and

Partial invalidity, written form, place of jurisdiction and dispute resolutio