Test Report - Products



**Report No.:** 

## 158290421a 002

Page 1 of 13

Client:	ONE FOR FUN LIMITED			
Contact Information:	3-5 Cambuslang Way, Gateway Office Park, Cambuslang, Glasgow, G32 8ND			
Manufacturer's name:	USD024			
Test item(s):	Toys			
Identification/ Model No(s):	Squeeze Beaded Narwal SV15625			
Sample obtaining method	: Sending by customer			
Condition at delivery:	Test item complete and undamaged.			
Sample Receiving date:	2024-05-13, 2024-06-21			
Testing Period:	2024-05-14 to 2024-06-28			

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 Country of Destination: EU / UK

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

Packaging provided: No

Our reference no. of this report: 158290421a 001

For and on behalf of TÜV Rheinland Hong Kong Ltd.

Amenda Yung/

Wong Yiu Tong , Tommy/ Senior Lab Manager

Date

2024-07-09

Name/Position

Senior CS Manager

\_\_\_\_\_\_ \_\_\_\_\_\_ \_\_\_\_\_\_ 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 carrie any safety mark on this or similar products.

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



Page 2 of 13

# 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 were 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 REACH regulation (EC) No. 1907/2006 and its amendment Annex XVII entries 51 and 52 phthalates	PASS
5 Total Cadmium Content in accordance to: REACH regulation (EC) No. 1907/2006 Annex XVII Item 23 and its amendments (EC) No. 552/2009, (EU) No. 494/2011 and (EU) No. 835/2012 and (EU) No.217/2016.	PASS
6 Microbial Contamination & NB-TOYS/2021-053(Rev4)	PASS



Page 3 of 13

### Material List:

Item:

Squeeze Beaded Narwal SV15625

Material No.	Material	Color	Location
M001	Whole Product	Multicolor	Whole Product
M002	Coating	Black	Eye
M003	Plastic	Transparent White	Body, Plug
M004	Plastic	Transparent	Gel Beads
M005	Plastic	Transparent Blue	Gel Beads
M006	Plastic	Transparent Purple	Gel Beads
M007	Plastic	Transparent Pink	Gel Beads
M008	Gel	Transparent	Gel



Page 4 of 13

## 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

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Page 5 of 13

7.22 Toys with cords or chains intended for children of 18 months and over but under	Not Conducted
36 months	
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.



Page 6 of 13

## 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.



Page 7 of 13

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

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



Page 8 of 13

## 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.



Page 9 of 13

## 4.Phthalates content

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

### **Test Result:**

	est No.	T001	T002	T003		
	M002	M003	M004 +			
						M005
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
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<>		
Conclusion: REACH regulation (EC) No.		Pass	Pass	Pass		
amendment Annex XVII entries 51 and 5						

		Т	est No.	T004
		Mate	rial No.	M006 +
				M007
Test Parameter	CAS NO	Unit	RL	Result
Diethylhexyl phthalate (DEHP)	117-81-7	%	0.01	< RL
Dibutyl phthalate (DBP)	84-74-2	%	0.01	< RL
Benzylbutyl phthalate (BBP)	85-68-7	%	0.01	< RL
Diisobutyl phthalate (DIBP)	84-69-5	%	0.01	< RL
Diisononyl phthalate (DINP)	28553-12-0,	%	0.01	< RL
	68515-48-0			
Diisodecyl phthalate (DIDP)	26761-40-0,	%	0.01	< RL
	68515-49-1			
Di-n-octyl phthalate (DNOP)	117-84-0	%	0.01	< RL
Sum (DINP+ DIDP+ DNOP)	<rl< td=""></rl<>			
Conclusion: REACH regulation (EC) No		Pass		
amendment Annex XVII entries 51 and				

Abbreviation: < = less than RL = Reporting Limit

% = percentage



Page 10 of 13

## 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)					

#### 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.



Page 11 of 13

## **5.Total Cadmium Content**

Test Method: Acid digestion, analyzed by AAS/ ICP-OES

### Test result

Test No.	Material No.	Test Parameter	Unit	RL	Test Result
T001	M002	Cadmium	mg/kg	10	< RL
T002	M003	Cadmium	mg/kg	10	< RL
T003	M004 + M005	Cadmium	mg/kg	10	< RL
T004	M006 + M007	Cadmium	mg/kg	10	< RL

**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)

Duty to communication, for SVHC according to Regulation (EC) No 1907/2006 (REACH) and Directive 2008/98/EC (Waste Framework Directive, WFD), if the concentration of Cadmium in an article is more than 0.1 %.

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



Page 12 of 13

## 6.Microbial Contamination

Test Method: Ref. European Pharmacopeia 11th edition, Chapter 2.6.12 & 2.6.13 2023 Ref. British Pharmacopeia Volume IV, Appendix XVI B, Methods 1&2, 2023

Test No.:	T001
Material No.	M008
	Result
Total Viable Aerobic Count	-
Total Aerobic Microbial Count (TAMC)	<10 CFU/g
Total Combined Yeasts and Molds Count (TYMC)	<10 CFU/g
Specified Micro-Organisms	-
Staphylococcus aureus	Absent in 1g
Pseudomonas aeruginosa	Absent in 1g
Salmonella	Absent in 10g
Escherichia coli	Absent in 1g
Bile-Salts Tolerant Gram-Negative Bacteria	Absent in 1g
Candida albicans	Absent in 1g

Abbreviation: < denotes less than

CFU/g denotes Colony Forming Unit per gram CFU/ml denotes Colony Forming Unit per milliliter Present means "Detected"; Absent means "Not Detected"

## Remark:

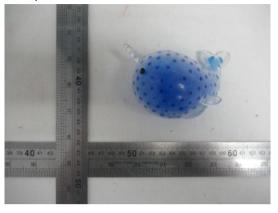
- \*1 If the result is "< 10 CFU/g or CFU/ml", it means no microbial colony was detected on agar plate in 10 fold dilution.
- \*2 According to the EC type approval protocol No.2 Microbiological safety of toys containing aqueous media (NB-TOYS/2021-053(Rev4),10 Jan 2022)
   The limit of Total aerobic microbial count is ≤1000 CFU/g or ml of product, Mould and yeast count and Bile-Salts Tolerant Gram-Negative Bacteria are ≤100 CFU/g or ml of product.
   The following specified microorganisms must not be detectable in a product sample of 1ml or 1g Escherichia coli
   Staphylococcus aureus
   Pseudomonas aeruginosa
   Salmonella spp.
   Candida albicans
- \*3 The result should be based on submitted sample only, the nature and processing of product should not be taken into account.

This test is sub-contracted to a laboratory which complies with the requirement of ISO/IEC 17025:2005.

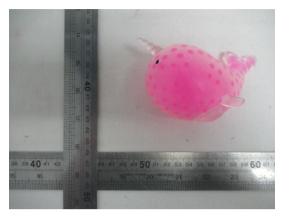


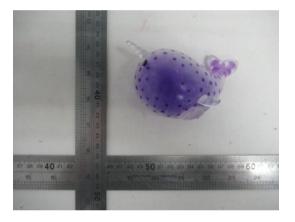
Page 13 of 13

Sample Photos









- END -



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

- Scope These General Terms and Conditions of Business of TÜV Rheinland in Greater China (GTCR)) is made between the client and one or more member entities of TÜV Rheinland in Greater China as applicable as the case may be (TUV Rheinland). The Greater China hereof refers to the regions within the territorise of China. The client three of Incutates : a natural person capable to form legaly briding contracts under the applicable laws who concludes the contract notify the purpose of a daily use. Isgaily briding contracts under the applicable laws. The longent britism contracts under the applicable beam of the source of the applicable the contract surface the applicable beam. The longent britism contracts under the applicable beam of the source of the source of the source of the source of contract performance. Any standard terms and conditions of the client of any returne beam of the source of the the contract even in TUV Rheinland does not explicitly decise to them part of the contract even in TUV Rheinland does not explicitly decise to them applicable and apply and shall hereby be Any standard terms and conditions of the client of any returne beam of the source of the contract even in TUV Rheinland does not explicitly decise to them. 11 0
- (ii) 1.2
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- 14

#### Quotations

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

- Coming into effect and duration of contracts The contract table come into effect for the apread terms upon the quotation letter of TÜV. Rheinland or a separate contractual document being signed by both contracting parties, or upon the works requested by the client being carried out by TÜV Rheinland. If the disk in instruct STUV Rheinland without receiving a quotation from TÜV Rheinland quotaton), TÜV Rheinland the disk in instruct sole discretion, entited to accept the order by giving written notice of such acceptance (including notice sent via electronic many) or by performing the requested services. The contract term astruct prot he coming into effect of the contract. and shall continue for the term agreed in the contract. 3.2
- 3.3

#### Scope of services

- The scope and type of the services to be provided by TÜV Rheinland shall be specified in the contractually agreed service scope of TÜV Rheinland by both parties. If no such separate service scope of TÜV Rheinland suits, then the written confirmation of order by TÜV Rheinland shall be the service description (e.g., checking the correctness and functionality of parts, products, processes, installations, cognizations on Islend in the service description, agreed and use and application of such are not owed. In particular, no responsibility is assumed for the desgr, selection materials, constraintion or initiand use of an examined part, products, or plant, unless this is expressly statied in the order. 41
- 4.2 4.3
- The appeard services shall be performed in compliance with me regulatures in non-care and inter-contract is entered into. TUV Rheniand in writing of it manatoxy provisions require a specific procedure to be followed. One shall be no simultaneous assumption of any guarantee of the Construction of the validity and voltage of the state of examined parts for of the installation as a whole and its upstream and/or downstream processes, organisations, use and application in accordance with regulations, nor of the systems on which the installation is based in particular, TUV Rheniand shall assume no responsibility for the construction, selection in accordance with regulations, unless these questions are expressly covered by the contract. 4.4
- 4.5
- 47
- In particular, TUV Rheinland shall assume no responsibility for the construction, selection discretion of the selection and segments of the selection and sequences of the selection of the
- 4.9

#### Performance periods/dates

- 5.1
- 5.2
- 5.3
- 54
- Performance periods/dates The contractually agreed periods/dates of performance are based on estimates of the work involved which are prepared in line with the details provided by the client. They shall only be biology a period or dimension and the period of the theory of the period of the periods of periods and the periods of the periods of the periods of the agreed periods/dates of performance not caused by TUV Rheiniand. TUV Rheiniand is not responsible for a delay in performance, in particular if the client, to all extensions of agreed periods/dates of performance not caused by TUV Rheiniand. TUV Rheiniand is not responsible for a delay in performance, in particular if the client has not TUV Rheiniand is not responsible for a delay in performance. In particular, the not performance of the service as specified in the contract. If the performance of TUV Rheiniand is delayed due to unforeseeable circumstances such as tops measure, the submits ad oppoints, government equilations, tamped columnate, corresponds at lasts to the duration of the hindrance plus any time period which may be required to resume period management. 5.5
- to resume partormance. The elimits of biological or comply with legal, officially prescribed and/or by the accretion prescribed deadlines, it is the client's responsibility to agree on performance dates with TUV Rhenihand, which enable the client to comply with the legal and/or officially prescribed deadlines. TUV Rhenihand assumes no responsibility in this respect unless TUV Rhenihand deadlines. TUV Rhenihand assumes no responsibility in this respect unless the constructual objection of TUV 5.6

#### 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
- Design documents, supplies, auxiliary table to VM INTERTIENT. Design documents, supplies, auxiliary table data characteristic performance of the services shall be made available free of charge by the client. Moreover, collaborative action of the client must be undertaken in accordance with legal provisions, standards, safety regulations and accident prevention instructions. And the client represents and warrants that:

#### a) it has required statutory qualifications;

- b) the product, service or management system to be certified complies with applicable laws and regulations; and
- c) it doesn't have any illegal and dishonest behaviours or is not included in the list of Enterprises with Serious Illegal and Dishonest Acts of People's Republic of China.
- If the client breaches the aforesaid representations and warranties, TÜV Rheinland is entitled to i) immediately terminate the contract/order without prior notice; and ii) withdraw the issued testing report/emiticates if any.
- 63 The client shall bear any additional cost incurred on account of work having to be redone or being delayed as a result of late, incorrect or incomplete information provided by or lack of proper cooperation from the client. Even where a fixed or maximum price is agreed, TÜV Rheinland shall be entitled to charge extra fees for such additional expense.

- If the scope of performance is not laid down in writing when the order is placed, invoicing shall be based on costs actually incurred. If no price is agreed in writing, invoicing shall be made in accordance with here fore list of TUP Whenland wild at the mid e performance. Unless otherwise agreed, work shall be invoiced according to the progress of the work. If the execution of an order extends one write than one month and the value of the contract or the agreed fixed price exceeds £2,500.00 or equivalent value in local currency. TUP Rhenland may demand payments on account on in installments. 7.1 7.2 7.3

#### ment terms

- 8.1 8.2
- A linvoice amounts shall be due for payment within 30 days of the invoice date without deduction on receipt of the invoice. No discounts and rebates shall be granted. Shall be invoice and client numbers. Staling the invoice and client numbers. Revision d has a shall be the shall be noticed to claim didauk interest at the applicable short mo line interest are publicly amounted by a popublic commercial bank in the country where TUV Rheinland is located. At the same time, TUV Rheinland reserves the right to claim further dimanges. 8.3
- applicable shift term dark interest has possely announced up a representer commence trans-tine country when TUX Rehariants a located. At the same time. TUV Rehariant a tessers the right the the country when TUX Rehariants a located. At the same time. TUV Rehariant areases the right Should the client default in payment of the invoice despite being granted a reasonable grace protect. TUV Rehariants shall be entited to cancel the contract, withdraw the certificate, client damages for non-performance and refuse to continue performance of the contract. The provisions set forth in antice 48 Atali alian spaty in cases involving returned cheques, cession of payment, commencement of insolvency proceedings has been damased due to lack of server. 8.4
- 8.5
- ets. ections to the invoices of TÜV Rheinland shall be submitted in writing within two weeks of eiot of the invoice. ass Obj

This GTCB is only used for TÜV Rheinland Business Stream Products Version 6.0/April 2024

#### April 2024

- TÜV Rheinland shall be entitled to demand appropriate advance payments. TUV Rheinland shall be entitled to raise its fees at the beginning of a month if overheads and/or payments and the state of th
- Only legally established and undisputed claims may be offset 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 ordersiguotations reached with TÜV Rheinland. 8.9 8.10
- Acceptance of work
- 9.1 Any part of the work result ordered which is complete in itself may be presented by TÜV Rheniand for acceptance as an instalment. The client shall be obliged to accept it immediately. If acceptance is required or contractually agreed in an individual case, this rails be detended to have taken place two (2) weeks after completion and handover of the work, unless the client refuses acceptance within this period stating at tasks or university of contract by TUV. 92
- Rheinland. The client is not entitled to refuse acceptance due to insignificant breach of contract by TÜV Rheinland 9.3 9.4
- Rheitand. Hacceptance is excluded according to the nature of the work performance of TUV Rheihand, the completion of the work shall take its place. During the Follow-Vadd stage, if the clerk was unable to make use of the time windows provided for within the scope of a certification procedure for auding/performance by TUV Rheihand and the certificate is therefore to be without (e.g. performance de suivaillance audits), or if the clerk Rheihand is entitled to immediately charge a lump-sum compensation of 10% of the order amount as composition for expensions. The clerk reserves the right to prove that the TUV Rheihand has incurred no damage whatsoever or only a considerably lower damage than the shove lump sum. 9.5
- Rheinland has incurred no durange whatsoever or using a unincurred, in above time sum, are as the client has undertaken in the contract to accept services. TUV Rheinland shall also be entided to charge tump-sum damages in the amount of 10% of the order amount as compensation for expenses if the service is not called within one year after the order has been placed. The client reserves the right to prove that the TUV Rheinland has lurred no damage whatsoever or only a considerably lower damage than the above mentioned lump sum. 0 6lns

10. Confidentiality

- between or only a considerably lower damage than the above mentioned lump sum. 10.3
- b) C)
- 10.4
- 10.5 a)
  - b) c)
  - d)
- 10.6 10.7

#### Copyrights and rights of use, publications

- TVV Rheinland shall retain all exclusive copyrights in the reports, expert reports/opinions, test reports/results, results, calculations, presentations etc. prepared by TDV Rheinland, unless otherwise agreed by the parties in a separate agreement. As the owner of the copyrights, TDV Rheinland is free to grant others the right to use the work results for individual or all types of use 11.1 11.2
- Rinehand is free to grant others the right to use the work results for individual or all types of use (right of use). The client receives a simple, unlimited, non-transferable, non-sublecensable right of use to the contents of the work results produced within the scope of the contract, unless otherwise agreed by the parties in a separate agreement. The client may only use such reports expent reports/pointon: Less the prostritealus. A results calculations, presentations etc. prepared within the The instruct of right of use of the generated spot neuls regulated in clause 11.2, of the GTCB is subject to hil growth of the removement on agreed in favore of TDV Rheinland. The client may use work results only complete and unabortened. The client may only pass on the work results. Table station of during the work, results for advertising purposes or any further use of Any publication or during/client of the work results for advertising purposes or any further use of 11.3
- 11.4
- work results in full unless TUV Kheniand has given its pror written consent to the partial passing on d work result. Buyloadi on the work results for advertising purposes are any knetwer use has work results hayend the scope regulated in clause 11.2, and any apartision of the introduction of TUV Reheniand meet the prove written approval of TUV Reheniand in each individual case. Besides, the client ensures that the adressaid use shall comply with relevant applicable laves, regulators and relevant rules (including but not limited to specific applicable testing and certification rules, etc.). TUV Reheniand may revoke a once given approval according to clause 11.5 at any time without stating reasons. In this case, the client is obligad to stop the transfer of the work results immediately athis own separes and, to lar as possible, voltading without solutions, not entitle the client to use the corporate logo, corporate design or test/certification mark of TUV Reheniand new provides and the corporate logo. 11.5
- 11.6
- 11.7

#### Liability of TÜV Rheinland 12.

- Liability of TÜV Rheinland
  Transported of the legal basis, to the fullest extent permitted by applicable law, in the event of a breach of contractul obligations or tor, the liability of UV Rheinland, the legal regresentatives and reimbursement of expenses caused by TUV Rheinland, the legal regresentatives and the structure of the stru 12.1
- 12.2 12.3
- 12.4
- 12.5
- 12.6 12.7

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 naisonal and international expont control bar. The performance of a contract with the client is subject to the proviso that there are no obstacles to performance to a contract with the client is subject to the proviso that there are no obstacles to performance of a contract with the client is subject to the proviso that there are no obstacles to performance of a contract with the client is subject to the proviso that there are no obstacles to performance of a contract with the client is subject to the proviso that there are no obstacles to perform and the second 13.1 13.2

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 losses incured thereof by TÜV Rheinland

14

Data protection notice The client understands and agrees that TUV Rheinland processes personal data (including but not imited to personal information) of the client and its related parties (including but not imited to personal information) of the client and its related parties (including but not imited to personal data that the client collected or processes by testion and transferred to TUV Rheinland. For certain services, we may also process sensitive personal data. TUV Rheinland to the personal data that the client collected or processes by testion and transferred to TUV Rheinland. For certain services, we may also process sensitive personal data. Tuv Rheinland to the personal data that the client collected or processes by testion and the proposal data and the client collected or process bar of the data security related these and protect the data in compliance with the privacy and personal data. The personal data and protect the data is acubject. TUV Rheinland will care masses to avoid any tabulage, share, manipulation, damage or unauthorized access of personal data. The personal data bar of the data in compliance with the privacy and personal data. The personal subject may exercise the following right: cifted in disprocessing have the right to revise their client of the data in compliance or unauthorized access of personal data. The personal subject may exercise the following right: cifted in disprocessing have the right to revise their conversites the data more responsible or contrast processor, personal data. The personal data by time with effect for the future, se well as the right to field and the respective data protection information. You can contrast the Group Data Protection Officer 101V/ Rheinland A, cio Group Data Protection Officer, Am Grauen Stein, 51105 Cologne, Germany.

- 15.1 15.2
- Jon of test material and documentation
  The test samples submitted by the elient to TÜV Rheinland for testing will be scrapped following testing or will be returned to the client at the client's experise. The only exceptions are test agreement with the client.
  Charges apply the test samples are stored at the premises of TUV Rheinland. The cost of placing a test sample into storage will be disclosed to the client to be placed in storage and the interplaced of the storage on the client to be placed in storage at their premises and the storage on the client to be placed in storage at their promesure of the storage on the client to be placed in storage at their promesure interplaced on the client to be placed in storage at their promesure interplaced on the client to be placed in storage at their promesure interplaced on the client to be placed in storage at their promesure interplaced on the client to the client to the placed in storage to reaguest promptly and free of charge. If the client, in response to such a request, is noragable of making available the reference samples and/or documentation, any lability claims for material and pecuniary damage resulting from the respective testing and certification that is brought forward. TUV Rheinland Stur TUV Rheinland star be volded.
  The costs of the handower and dispatch of the test samples for storage on the client, TuP references amples from the laboratories or warehouses of TUV Rheinland and y in case of gross negligence. 15.3 15.4
- 16 Te

#### tion of the contract

- 16.1

- Instanding clause 3.3 of the GTCB, TUK Rheihand and the clear are entitled to terminate the fourth of the serie of a service combined in one contract, each of the combined part of the contract in starbing and independently of the contract, each of the combined part of the contract in the service and of the contract independently of the contract, each of the combined part of the contract independently of the contract, each of the contract independently of the contract, the activation of the activation of the contract independently of the independently of the independently of the contract independently of the contract independently of the independently of the independently of the contract independently of the contract independently of the contract independently of the contract independently of the contract 16.3

18.3

19.1

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19.3

a) b)

c)

b)

c)

19.4

- 17.2
- example during the performance of monitoring audits). Clause 16.3 applies accordingly: temperature of the performance of monitoring audits). Clause 16.3 applies accordingly: the performance of the contrast of the performance of the perfore 17.3

hip 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

The Parties are bound to perform their contractual duties even if events have rendered performance more oneous than could reasonably have been anticipated at the time of the conclusion of the Monithistanding paragraph 1 of this Classe, where a Party proves that: (a) the continue performance of its constructual duties has become excessively onervoir due to an event beyond its reasonable control which it could not reasonably have been expected to have taken into account at the finise and/class of the contract and that could not reasonably have avoided or concorne the event to negotiate alternitive contractual terms which reasonably allow to overcome the consequences of the overt. Where Clause 18.2 applies, but where the Parties have been unable to agree alternative contractual terms as provided in that paragraph. The Parties have been unable to contract, but cannot nequest adaptation by the judge or arbitrator without the agreement of the order to do the order.

wallidity, written torm, place of jurisdiction and dispute resolution All amendments and supplements must be in writing in order to be effective. This also applies to amendments and supplements to this clause 17.1. Should one or availed of the provision stude the contract and/or these terms and conditions be Should one or availed on the contract, and/or the set terms and conditions to the set of the provision stude the contract and/or the set of the set of the view of the set of the set of the contract, the governing law of the contract and these terms and different set of the set of the contract, the governing law of the contract and these terms and different set of the different set of the different set of the different set of the different set of the different set of the set of

IT TUY Rherinan in question is legally registered and existing in Hong Kong, the laws of Taiwn. If TUY Rherinan in question is legally registered and existing in Hong Kong, the contracting IT UV Rherinan in question is legally registered and existing in Hong Kong. The contracting the total the contract and these terms and conditions shall be governed by the laws of Hong Kong. Any dispute in connection with the contract and these terms and conditions of the execution thereof shall be settled friendly through negotiations. Use the context of the terms and conditions of the execution thereof shall be settled friendly through negotiations. The case of TUV Rherinand in question being legally registered and existing in the Receive Republic of Chris, to Chrise International Economic and Trade Arbitration Commission (DEFAG) usemission of the arbitration shall be place in Being. Shanghai, Shanchen or Chongaing as appropriately chosen by the claiming party. In the case of TUV Rherinand in question being legally registered and existing in the Taiwan, to Govern and Institution Association, Taipei to be listing legally registered and existing in Taiwan, to Govern Astrono Association, Taipei to be instituted accisting in the Nong Kong, To Kong Kong International Abstration Rules in the state of Admission is abstrated in Admission appropriately chosen by the claiming party. The case of IUV Rherinand negatiation glegally registered and existing in Taiwan, to Govern Astrono Association, Taipei to be statisticad accisting in the state of the Astrono Kang Kong Kong Kong Kong Kong Kong Kong International Abstration Rules in the state of Admission is abstrated in accordance Administered Admission Rules in Internation Associations with a then accordance Admission Admission Rules in Internation Admission and Bostrate International Abstration Research and the state in the Astronogen Taipe and the state of the Astronogen and the term admission Association admissing the Astronogen admission admission Rules in

validity, written form, place of jurisdiction and dispute resolution