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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: 609855

Test item(s): Toys

Identification/ BALANCE BIKE - COLOUR UPDATE NO DECALS - GREEN

Model No(s): Item No.: SV20966

Sample obtaining method: Sending by customer

Condition at delivery: Test item complete and undamaged.

Sample Receiving date: 2023-10-03, 2023-11-01 Testing Period: 2023-10-04 to 2023-11-06

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

The appropriate age grade of the item(s): Not requested (by client)

Per client's 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.

2023-11-07

Date

Amenda Yung/

Senior CS Manager

Wong Yiu Tong, Tommy/

Name/Position

Senior Lab Manager 2023-11-07

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

Date

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.



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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 REACH regulation (EC) No. 1907/2006 and its amendment regulations on Annex XVII entry 51 and entry 52 : Phthalates	PASS
5 Cadmium content according to Annex XVII Entry 23 of Regulation (EC) No 1907/2006 and its amendments	PASS



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### **Material List:**

Item: BALANCE BIKE - COLOUR UPDATE NO DECALS - GREEN

Item No.: SV20966

Material No.	Material	Color	Location
M001	Whole Product	Multicolor	Whole product
M002	Coating	Light green	Pattern on frame
M003	Plastic	Blue	Tire
M004	Plastic	Dull blue	Handle
M005	Plastic	Light green	Wheel
M006	Plastic	Dull green	Side cap of wheel
M007	Plastic	Deep blue	Cover of screw of front body
M008	Plastic	White	End cap of seat/Ring of front body
M009	Plastic	Black	Lower layer of seat/Inner layer of seat
M010	Plastic + Textile	Blue+White	Upper layer of seat
M010-1	Plastic + Textile	Blue+White	Upper layer of seat
M011	Plastic + printing + adhesive	Transparent/White +Multicolor	Sticker of body
M012	Foam	Off white	Inner layer of seat
M012-1	Foam	Off white	Inner layer of seat



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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
4.9 Protruding parts	PASS
4.15 Toys intended to bear the mass of a child	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



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7.20 Magnetic/ electrical experimental sets	Not Conducted
7.21 Toys with electrical cables exceeding 300 mm in length	Not Conducted
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

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

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	17	< 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	343	< 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	4.4	< 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	16.3	< 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	48	< RL
Mass of trace amount #	mg			-	-	-

Abbreviation:

< = less than

RL = Reporting Limit

mg/kg denotes milligram per kilogram

mg denotes milligram

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:**

			T004	T005	T006	
		Material No.	M005	M006	M007	
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:

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mg/kg denotes milligram per kilogram

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### **Test Result:**

			T007	T008	T009	
			Material No.	M008	M009	M010
Test Parameter	Unit	RL	Regulatory	Result	Result	Result
			Requirement			
Aluminium (Al)	mg/kg		28,130	< RL	< RL	12
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	45
Mass of trace amount #	mg			-	-	-

Abbreviation:

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RL = Reporting Limit

mg/kg denotes milligram per kilogram

mg denotes milligram

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.	T010
			Material No.	M011
Test Parameter	Unit	RL	Regulatory	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^	mg/kg	0.2	12	-
Zinc (Zn)	mg/kg	10	46,000	< RL
Mass of trace amount #	mg			-

Abbreviation:

< = less than

RL = Reporting Limit

mg/kg denotes milligram per kilogram

mg denotes milligram

^ 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.

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### 4.Phthalates content

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

### **Test Result:**

		T	est No.	T001	T002	T003
		rial No.	M002	M003 +	M005 +	
					M004	M006 +
Total Description	040 NO	11.26	- DI	D It	D !!	M007
Test Parameter	CAS NO 117-81-7	Unit %	RL 0.01	Result < RL	Result < RL	Result < RL
Diethylhexyl phthalate (DEHP)	_					
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, 68515-48-0	%	0.01	< RL	< RL	< RL
Diisodecyl phthalate (DIDP)	26761-40-0, 68515-49-1	%	0.01	< RL	< RL	< RL
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 amendment Annex XVII entries 51 and 8		nd its		Pass	Pass	Pass
		T	est No.	T004	T006	T008
		Mate	rial No.	M008 + M009	M011	M010-1
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, 68515-48-0	%	0.01	< RL	< RL	< RL
Diisodecyl phthalate (DIDP)	26761-40-0, 68515-49-1	%	0.01	< RL	< RL	< RL
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 amendment Annex XVII entries 51 and		Pass	Pass	Pass		



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	T009							
	M012-1							
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				
Sum (DEHP+DBP+BBP+DIBP)	-	%	0.01	<rl< td=""></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)		%	0.01	<rl< td=""></rl<>				
	Conclusion: REACH regulation (EC) No. 1907/2006 and its amendment Annex XVII entries 51 and 52							

**Abbreviation:** < = less than

RL = Reporting Limit % = percentage



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### 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.

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### **5.Total Cadmium Content**

Test Method: EN 1122:2001 (method B)

## **Test Result:**

Test No.	Material No.	Test Parameter	Unit	RL	Test Result
T001	M002	Trial 1	mg/kg	10	< RL
		Trial 2	mg/kg	10	-
		Average	mg/kg	10	-
T002	M003 + M004	Trial 1	mg/kg	10	< RL
		Trial 2	mg/kg	10	-
		Average	mg/kg	10	-
T003	M005 + M006 + M007	Trial 1	mg/kg	10	< RL
		Trial 2	mg/kg	10	-
		Average	mg/kg	10	-
T004	M008 + M009	Trial 1	mg/kg	10	< RL
		Trial 2	mg/kg	10	-
		Average	mg/kg	10	-
T005	M010	Trial 1	mg/kg	10	< RL
		Trial 2	mg/kg	10	-
		Average	mg/kg	10	-
T006	M011	Trial 1	mg/kg	10	< RL
		Trial 2	mg/kg	10	-
		Average	mg/kg	10	-
T007	M012	Trial 1	mg/kg	10	< RL
		Trial 2	mg/kg	10	-
		Average	mg/kg	10	-

**Abbreviation:** < = less than

RL = Reporting Limit

mg/kg = milligram per kilogram



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### 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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## Sample Photo



- END -



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

Scope
These General Terms and Conditions of Business of TÜV Rhenland in Greater China ("CTCB") is made between the client and one or more member entities of TÜV Rhenland. In Greater China as applicable as the case may be ("TÜV Rhenland"). The Greater China here fere first Inhalland China, Hong Kong and Taiwan. The client hereof Includes:

a natural person capable to form legsly briding contracts under the applicable laws who concludes the contract not for the purpose of a daily use.

The contract not for the purpose of a daily use.

The blowing terms and conditions apply to agreed services including consultancy services, information, delevers and similar services as well as an actifically services and other secondary information, delevers and similar services as well as an actifically services and other secondary services. Information, delevers and similar services as well as an actifically services and other secondary services are considered terms and conditions of the client of any nature shall not apply and shall hereby be expressly exclude. No standard contractal terms and conditions of the client of any nature shall not apply and shall hereby be expressly exclude. No standard contractal terms and conditions of the client shall form part of the contract even if TÜV Rheinland does not explicitly object to them.

In the contact of an ongoing business reliativiship with the client, this CTCB shall also apply to individual case.

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 shall once his offect for the agreed terms upon the quotation letter of TUV Rheinland or a separate contractual document being signed by both contracting parties, or upon the works requested by the client being care their parties of the contraction of the co

3.3

### Scope of services

Scope of services

The scope and type of the services to be provided by TUV. Rhankand shall be specified in the contractually agreed services scope of TUV Rhankand exists, then the written confirmation of code by TUV. Rhankand shall be some scope of TUV Rhankand exists, then the written confirmation of order by TUV Rhankand shall be decisive for the service to be provided. Unless otherwise agreed, services beyond the scope of the translation of such that the service description, as well as the intended use and application of such) are not owned. In particular, no responsibility is assumed for the design services of the service description, as well as the intended use and application of such) are not resided use of an examined part, product, process or plant. The agreed services shall be performed in compliance with the regulations in force at the time the contract is enterined stilled to determine, in at so de describent, the method and nature of the assessment unless otherwise agreed in writing or if mendatory provisions require a specific procedure to be followed; the service of the workly and working order of either tested or examined parts nor of the installation as some with and supplication in accordance with regulations, unless these questions are expressed yourself or the workly and working order of either tested or examined parts nor of the installation is shorted and its upstream and/or downstream processes, organisations, use and application in accordance with regulations, unless these questions are expressly covered by the contract.

4.3

particular, TÜV Rheinland hall assume no responsibility for the construction, selection of materials and assentity of installations examined, not be there used an application in accordance with regulations, unless these questions are expressly covered by the occurrance of the control of the case of the properties of the control of the case of the control of the control of the case of the ca

5.1 5.2

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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 binding if being confirmed as binding by TUR Perheland in writing, das hall not commence until the Internal Periods of the provided by the periods of the provided by the client. They shall not commence to TUR Perhelands.

Articles 5.1 and 5.2 also apply, even whole vegrees approval by the client, to all extensions of agreed periods/dates of performance not caused by TUR Perhelands.

Articles 5.1 and 5.2 also apply, even whole vegrees approval by the client, to all extensions of agreed periods/dates of performance not caused by TUR Perhelands are interested to the comment of the periods of the period of the periods of the perio

bite the client to comply with the legal and/or officially prescribed deadlines. TOV Rheinland urnes no responsibility in this respect unless TÜV Rheinland expressly agreed in writing clically stating that ensuring the deadlines is the contractual obligation of TÜV Rheinland.

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.

provided in good time and at no cost to TUV Rheinland.

Bedgin document, applies, suality at the c. recessary for performance of the services shall be bedgin document, applies, analysis, at the c. recessary for performance of the services shall be bedgin of the common of the client must be undertaken in accordance with legic provisions. Standards, safety regulations and accident prevention instructions. And the client represents and warrants that:

a) It has required statistically qualifications;
b) the product, service or management system to be certified complies with of the common of the common

Prices

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 the price is sto TUV Pricehiland valid at the time of performance. Unless otherwise agreed, work shall be invoiced according to the progress of the work.

Unless otherwise agreed, work shall be invoiced according to the progress of the work. If the execution of an order decides over more than one month and the value of the contract or the agreed facel price exceeds C2,200.00 or equivalent value in local currency, TUV Rheinland may demand payments on account or in establishments.

7.2 7.3

### Payment terms

invoice amounts shall be due for payment within 20 days of the invoice date without deduction receipt of the micros. No discounts and receipts of the micros. No discounts and receipts of the micros and client microse and client microse. If VID Prelandand shall be resident to client desired interests at the building of the microse o

untry where TDV Rheirland is located. At the same sure, ILV international manufacture damages, outsit the client default in payment of the invoice despite being granted a reasonable grace root, TDV Rheinland shall be entitled to cancel the contract, withdraw the certificate, claim regies for non-performance and relates to continue performance of the contract, under the contract of the contract o

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.

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 client in writing of the shall come into feel to purchase or the contract of the shall come into feel (print of notice of changes in fees). Then their lines remains under 5% per contractual year, the client shall not have the right to terminate the contract. If the rise in fees exceeds 5% per contractual year, the client shall be entitled to terminate the contract. If the rise in fees exceeds 5% per contractual year, the client shall be entitled to terminate the contract by the end of the period of notice of changes in fees. If the contract is not terminated, the changed fees shall be deemed to have been agreed upon by the time of the expiry of the notice period.

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 orders/quotations reached with TÜV Rheinland.

9.1

Any part of the work result ordered which is complete in itself may be presented by TUV Rheinland for acceptance as an installment. The client shall be obliged to accept it immediately. The client shall be obliged to accept it immediately. The client shall be obliged to accept it immediately. The client is not client shall be obliged to accept the client shall be acceptance within this period stating at least one furnimental breach of contract by TUV Rheinland. The client is not entitled to breaks exceptance due to inspirificant breach of contract by TUV. 9.2 9.3

9.4

The client is not entitled to instale acceptance due to insignment orderen or curieux by Livi Proheistand.

In excluded according to the nature of the work performance of TÜV Rheinland, the completion of the work shall take its place.

During 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/performance by TÜV Rheinland and the certificate is therefore to be withdrawn (e.g. performance of surveitance subsky) or if the client Rheinland is entitled to immediately charge a lump-sum compensation of 10% of the order amount as compensation for expenses. The client reserves the right to prove that the TÜV Rheinland has incurred no damage witatiosever or only a considerably lower damage than the above turns sum. Insolder as the client has undertaken in the contract to score services. TÜV Rheinland shall also be 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 TÜV Rheinland has incurred no damage whatsoever or only a considerably lower damage than the above mentioned lump sum. 9.5

9.6

10.1 10.2

Confidentiality

For the purpose of these terms and conditions, "confidential information" means all know-how, trade secrets, documents, images, drawings, expertise, information, data, test results, reports, samples, reported, coursents, principa of the condition of the conditi

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 thirt 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, caciutations, 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 free to grant others the right to use the work results for individual or all types of use

11.2 11.3

11.4

otherwise agreed by the parties in a sequence of the contraction of the contract of the contra

### Liability of TÜV Rheinland

Liability of TÜV Rheinland irrespective of the legal basis, to the fullest extent permitted by applicable law, in the event of a breach of contractan obligations or bot, the faibility of TÜV Rheinland for all damages, losses and shall be initied to. (i) in the case of a contract win a fixed overall fee, three times the overall fee for the entire contract. (ii) in the case of a contract or that seed overall fee, three times the overall fee for the entire contract. (ii) in the case of a contract or the service of the entire contract has a fixed or the entire contract. (ii) in the case of a contract expressly charged on a time and related basis, a maximum of that provides for the possibility of placing individual orders, three times of the fee for the individual order under which the damages or losses have occurred. Note this damage above, in the event that the botal and accumulated liability circulated according to the Norpelin provisions neceeds 2.5 or that the botal and accumulated liability circulated according to the Norpelin provisions neceeds 2.5 or the necessary of the necessary of the necessary of the Norpelin provisions necessary. The initiation of liability according to intrice 121 above, and in or apply to damage and/or losses. The initiation of liability according to intrice 121 above, and in or apply to damage and/or losses. In cases involving a fundamental breach of contract, TÜV Rheinland will be liable even where minor negligence is involved. For this purpose for a person deepers, it breach of a necessary of these considerations and the state of the provision of the state of the provision of the state of the provision of the provision of the provision of the provision of the circumstances described in article 100 K Rheinland shall be liable for the acts of the personnel made available by the clean to 100 K Rheinland shall be the late of the date of the personnel made available by the clean to

12.2

breach (reasonably foreseeable damages), urless any of the circumsuress beaution in the 12-2 applies.

12-2 applies.

12-2 applies.

13-2 applies.

15-2 applies.

15-3 applies.

15-3 applies.

15-4 applies.

16-4 app 12.5

Unless otherwise contractually agreed in writing, TÜV Rheinland shall only be liable under the contract to the clent.

The limitation 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 client. 12.6 12.7

### 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 losses incured thereof by TÜV Rheinland.

Data protection notice

The client understands and agrees that TIV Rheinland processes personal data (including but not have a controlled to the control of the client understands and agrees that TIV Rheinland processes personal data (including but not have been also also as the control of the client controlled to the controlled to the

### Retention of test material and documentation

15.3

Retention of test material and documentation.

The test samples southhelds by the cent to TÜV Rheinland for testing will be scrapped following testing or will be returned to the client at the client's openies. The only exceptions are test samples, which are placed in storage on the basis of statutory regulations or of another agreement with the client.

If reference samples are stored at the premises of TÜV Rheinland. The cost of placing a test sample for storage with be disclosed to the client in the outstion.

If reference samples or documentations are given to the client to be placed in storage at their premises, the reference samples or concumentations are the made available to TÜV Rheinland of making available the reference samples and/or concentrations are visit to the placed in storage at their premises, the reference samples and/or documentation, any liability claims for material and pecuniary damage resulting from the respective testing and certification bat is brought forward by the client against TÜV Rheinland shall be voloide.

Given the cost of the handower and dispatch of the test samples for storage on the client's premises are cost of the handower and dispatch of the test samples for storage on the client's premises are the costs of the handower and dispatch of the test samples for storage on the client's premises are 15.4

15.5

16.2

Termination of the contract

Notehtstanding clause 3.3 of the GTCB, TUV Rheinland and the clear are entitled to terminate the contract in the entirety of, in the case of services combined in one contract, each of the contract and the clear of the contract individually and independently of the contraction of the remaining services with as (8) morehts rodge to the end of the contraction of the remaining services with as (8) morehts rodge to the end of the contraction of the remaining services with as (8) morehts rodge to the end of the contraction of the contr

entant in escape of a reference of monthing audite). Calculare the above accordingly.

Force Migure

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 corrows than could reasonably have been anticipated at the time of the conclusion of the Nobellhatandrop anapagin 1 of this Clause, where a Party proves that:

(ii) the continued performance of its contradual duties has become excessively orenous due to an event beyond in seasonable control which it could not reasonably have been expected to (b) it could not reasonably have been expected to (b) it could not reasonably have been expected to (c) it could not reasonably have avoided or overcome the event of its consequences, the Parties are bound, within a reasonable time of the invocation of the Clause, to negotiate alternative contractals terms which reasonably allow to overcome the consequences of the event.

Contractals terms a provided in that paragraph, the Party involving the Clause is entitled to terminate the contract, but cannot request adaptation by the judge or arbitrator without the agreement of the other Party.

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

Partial invalidity, written form, place of jurisdiction and dispute resolution
All amendments and supplements must be in withing in order to be effective. This also applies to
amendments and supplements must be in withing in order to be control to the control of the control o 19.2

If TUT Rhenland in question is legally registered and existing in Hosp governed by the laws of beneby agree that the contract and these terms and contracts what the contract and these terms and contracts with the contract and these terms and contracts shall be governed by the laws of brong force.

If TUT Rhenland in question is legally registered and existing in Hosp Kong, the contract and these terms and conditions shall be governed by the laws of brong Kong.

Unless otherwise stipulated in the contract, and hose terms and conditions or the execution thereof shall be settled friendly through negligations.

Unless otherwise stipulated in the contract, if no settlement or no agreement in respect of the the dispose that be submitted:

in the case of TUV Rhenland in question being legally registered and existing in the Popule's Republic of China. to Chran International Economic and Times Architection Commission (CETAC) to submitted. The exhitation shall take piace in Seling, Shanghai, Sherchen or Chonging as appropriately chosen by the claiming pales of the specific and contract in the case of TUV Rhenland in question being legally registered and existing in Takeno. In the case of TUV Rhenland being legally registered and existing in Takeno, the Artharton. Champing in a secondaries with its first current Risks of Artharton. The artharton shall take place in Taple. If an exocution with the terms of Risks of Artharton the resident and the contract of the solution of the contract of the secondaries with the review the threat outlier and contaction with these rules. The artharton shall take place in Hopp Kong.

The decision of the reviewal artharton to thought and the first and binding on both parties. The artharton shall take place in Hopp Kong.