

**Report No.:** 158275283a 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:** USD062

**Test item(s):** Toys

**Identification/  
Model No(s):** MAGIC GROW AQUARIUM  
Item No.: SV21444

**Sample obtaining method:** Sending by customer

**Condition at delivery:** Test item complete and undamaged.

**Sample Receiving date:** 2023-07-31

**Testing Period:** 2023-08-01 to 2023-08-04

**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: US

The provided age grade of the item(s) : Not Provided

The appropriate age grade of the item(s) : For age over 3 years.

The item was tested for the age of over 3 years.

Packaging provided: No

Provided sample size: 8 sets

**For and on behalf of  
TÜV Rheinland Hong Kong Ltd.**



Amenda Yung/  
Senior CS Manager

2023-08-08

Date

Name/Position



Wong Yiu Tong , Tommy/  
Senior Lab Manager

2023-08-08

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.

"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.

**Test Result Summary :*****Test Specification:******Test result:***

- |  |      |
|--|------|
| 1 ASTM F963-17: Mechanical and physical<br>(As per client request, Clause 5-Labeling requirements, 6-Instructional Literature<br>and 7-Producer's Marking were excluded in this test report) | PASS |
| 2 ASTM F963-17: Flammability on solids and soft toys   | PASS |
| 3 ASTM F963-17 Sect. 4.3.5.2, CPSIA Sect. 101, and Safe Drinking Water and<br>Toxic Enforcement Act of 1986 (Proposition 65): Total lead content in substrate<br>materials                   | PASS |
| 4 ASTM F963-17 Sect. 4.3.5.1 and 4.3.5.2 : Soluble heavy metal   | PASS |
| 5 CPSIA Section 108 as amended by 16 CFR 1307 : Phthalates   | PASS |

California Safe Drinking Water and Toxic Enforcement Act of 1986 (CA Prop 65): PASS  
DEHP, BBP, DBP, DIDP, DnHP content

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**Material List:**

Item: MAGIC GROW AQUARIUM

Item No.: SV21444

Material No.	Material	Color	Location
M001	Whole Product	Multicolor	Whole product
M002	Plastic	Transparent	Body
M003	Plastic	Orange	Lid
M004	Plastic	Blue	Lid
M005	Plastic	Green	Lid
M006	Plastic	Black	Plug on lid

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**1.ASTM F963-17: Mechanical and physical**
**Test result:**

Test No:	T001
Material No:	M001
<b>4. Safety requirements</b>	
4.1 Material Quality (visual check)	PASS
4.7 Accessible edges	PASS
4.9 Accessible points	PASS
<b>5. Labeling requirements</b>	
5.1 Federal 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
<b>6. Instructional literature</b>	
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
<b>7. Producer's markings</b>	
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-lbs	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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**2.ASTM F963-17: Flammability on solids and soft toys****Test result:**

Test No:	T001
Material No:	M001
<b>4.2 Flammability on solids and soft toys</b>	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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**3.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 + M003	Lead Content	ppm	10	100	< RL
T002	M004 + M005	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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**4.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:

Test No.	Material No.	[mg/kg]							
		Sb	As	Ba	Cd	Cr	Pb	Hg	Se
		Maximum Permissible Limit of Any Toy Materials except Modelling Clay							
		60	25	1000	75	60	90	60	500
		Maximum Permissible Limit of Modelling Clay							
		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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**5. Phthalates content**

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

**Test Result:**

Test No.				T001	T002	T003
Material No.				M002 + M003	M004 + M005	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	<RL	<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	<RL	<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: REACH regulation (EC) No. 1907/2006 and its amendment Annex XVII entries 51 and 52				Pass	Pass	Pass
Conclusion: CPSIA Section 108 as amended by 16 CFR 1307				Pass	Pass	Pass
Conclusion: CA Prop 65 DEHP, BBP, DBP, DIDP and DnHP content				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

- 1) 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:

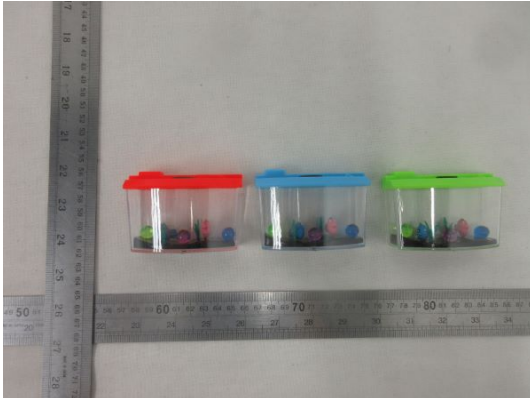
Parameter	Unit	Maximum Permissible Limit
Accessible plasticized components in children's toy or childcare article:		
Dibutyl phthalate (DBP), Benzylbutyl phthalate (BBP), Diethylhexyl phthalate (DEHP), Diisononyl phthalate (DINP), Diisobutyl Phthalate (DIBP), Di-n-pentyl Phthalate (DPENP) (DnPP), Di-n-hexyl 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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Sample Photo



- END -

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

1.	<b>Scope</b>	3.8	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 rise in fees. This notification shall be issued one month prior to the date on which the rise in fees shall come into effect (period of notice of changes in fees). If the rise in fees remains under 5% per annum, the client shall not have the right to refuse the increase. If the rise in fees exceeds 5% per contractual year, the client shall be entitled to terminate the contract by the end of the month in which the increase in fees has been notified. The increased fees shall be deemed to have been agreed upon by the time of the expiry of the notice period.	13.2	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 trade regulations or embargoes 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 incurred thereof by TÜV Rheinland.
1.1	These General Terms and Conditions of Business of TÜV Rheinland in Greater China ("GTBCB") is made between the client and one or more natural entities of TÜV Rheinland in Greater China as applicable as the case may be ("TÜV Rheinland"). The Greater China hereof refers to Mainland China, Hong Kong and Taiwan. The client hereby includes:	3.9	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, in whole or in part, by the client's payment to the client under any contracts, agreement and/or orders/quotations reached with TÜV Rheinland.	14.	<b>Data protection notice</b>
1.2	a) a natural person capable to form legally binding contracts under the applicable laws who concludes the contract not for the purpose of a daily use;	3.10	Acceptance of work	14.1	The client understands and agrees that TÜV Rheinland processes personal data (including but not limited to personal information) of the client and its related parties (including but not limited to the supplier of the client) for the purpose of fulfilling this contract. The client confirms that it has reviewed the sample content of the data subject, which includes the personal data to access, use, or process the personal data that the client collected or processed by itself and transferred to TÜV Rheinland. For certain services, we may also process sensitive personal data. TÜV Rheinland will use and process the data in accordance with the relevant legal basis. If any personal data has to be disclosed or transferred to any third party or any overseas party outside of the district in which the personal data was collected, the client also confirms that it has reviewed the relevant content of the data subject. TÜV Rheinland will carry out cross-border data transmission and protect the data in compliance with the privacy and personal data security related laws and regulations in China and the local country. TÜV Rheinland will take measures to avoid fraud, leakage, abuse, manipulation, damage or unauthorized access of personal data. The personal data will be deleted immediately as soon as a corresponding reason for deletion arises. Data subjects may exercise the following rights: right of information, right of decision, right of rectification, right of deletion, right of processing limitation, right of objection, right of data transferability. In addition, persons concerned by the data processing have the right to revoke their consent at any time for the future, as well as the right to file a complaint with the competent data protection supervisory authority. For further details on the processing of personal data by TÜV Rheinland as the person responsible or contract processor, please refer to the respective data protection information. You can contact the Group Data Protection Officer of TÜV Rheinland, c/o Group Data Protection Officer (mailto:dataprotection@tuv.com) or by post at the following address: TÜV Rheinland AG, c/o Group Data Protection Officer, Am Grauen Stein, 51105 Cologne, Germany.
1.3	b) the incorporated or unincorporated entity duly organized, validly existing and capable to form legally binding contracts under the applicable law.	3.11	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 it immediately.	15.	<b>Retention of test material and documentation</b>
1.4	The following terms and conditions apply to agreed services including consultancy services, information, deliveries and similar services as well as ancillary services and other secondary obligations provided within the scope of contract performance.	3.12	If acceptance is required or contractually agreed in an individual case, this shall be deemed to have taken place two (2) weeks after completion and handover of the work, unless the client expresses acceptance within this period starting at least one fundamental breach of contract by TÜV Rheinland. The client is not entitled to refuse acceptance due to insignificant breach of contract by TÜV Rheinland.	15.1	The test samples submitted by the client to TÜV Rheinland 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.
2.	<b>Quotations</b>	3.13	If acceptance is excluded according to the nature of the work performance of TÜV Rheinland, the completion of the work shall take its place.	15.2	Charges apply if the test samples are stored at the premises of TÜV Rheinland. The cost of placing a test sample into storage will be disclosed to the client in the quotation.
2.1	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.	3.14	During the Follow-Audit stage, if the client was unable to make use of the time windows provided for the scope of a certification procedure for auditing performance by TÜV Rheinland and the certificate is therefore to be withdrawn (e.g. performance of surveillance audits), or if the client cancels or postpones a confirmed audit within two (2) weeks before the agreed date, TÜV 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 refuse the payment of the fee in case of no damage whatsoever or only a considerably lower damage than the above lump sum.	15.3	If reference samples or documentations are given to the client to be placed in storage at their premises, the reference samples or documentations must be made available to TÜV Rheinland upon request promptly and free of charge. If the client, in response to such a request, is incapable of making available the reference samples and/or documentations, any liability claims for material and pecuniary damage resulting from the respective testing and certification that is brought forward by the client against TÜV Rheinland shall be excluded.
3.	<b>Coming into effect and duration of contracts</b>	3.15	If the client undertakes in the case of a lump-sum compensation 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 TÜV Rheinland has not suffered any damage whatsoever or only a considerably lower damage than the above mentioned lump sum.	15.4	The retention period for the documentation shall be 10 (ten) years after the expiry of the test mark certificates or shall meet the applicable legal requirements for EUCEC certificates of conformity and GS mark certificates.
3.1	The contract shall come into effect after the agreed 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 client instructs TÜV Rheinland without receiving a quotation from TÜV Rheinland (quotation), TÜV Rheinland is, in its sole discretion, entitled to accept the order by giving written notice of such acceptance (including notice sent via electronic means) or by performing the respective service.	3.16	Confidentiality	15.5	The costs of the handover and dispatch of the test samples for storage on the client's premises are borne by the client. TÜV Rheinland will be liable for the loss of test samples or reference samples from the laboratories or warehouses of TÜV Rheinland only in case of gross negligence.
3.2	The contract term starts upon the coming into effect of the contract in accordance with article 3.1 and shall continue for the term agreed in the contract.	3.17	For the purpose of these terms and conditions, "confidential information" means all know-how, trade secrets, patents, designs, drawings, technical documents, test reports, reports, samples, project documents, pricing and financial information, customer and supplier information, and marketing techniques and materials, tangible or intangible, that are supplied, transferred or otherwise disclosed by one Party (the "disclosing party") to the other Party (the "receiving party") in writing or orally, in printed or electronic format. Confidential information is expressly not the data and know-how collected, compiled or otherwise obtained by TÜV Rheinland (non-personal and not proprietary to the client) within the scope of the provision of services by TÜV Rheinland. TÜV Rheinland is entitled to store, use, further develop and pass on the data obtained in connection with the provision of services for the purposes of developing new services, improving services and enabling the provision of services.	16.	<b>Termination of the contract</b>
3.3	If the contract provides for an extension of the contract term, the contract term will be extended by the term provided for in the contract unless terminated in writing by either party with a three-month notice prior to the end of the contractual term.	3.18	The disclosing party shall mark all confidential information disclosed in written form as confidential information by means of a cover sheet or by marking the confidential information with the word "confidential" by e-mail. If confidential information is disclosed orally, the receiving party shall be appropriately informed in advance and the disclosing party shall confirm in writing the confidentiality nature of the information received. The client shall not be allowed to disclose confidential information to third parties within the stipulated period. The receiving party shall not take any confidentiality obligations hereunder towards such information. The client shall avoid using any third party platform and/or system (e.g. WhatsApp, etc.) to disclose confidential information to any third party outside of TÜV Rheinland. Instead, the client shall send any confidential information to company email of TÜV Rheinland employees through its company email system. The client shall not be held liable for damages due to any theft or leakages to be caused by the adoption of any unauthorized confidential information sharing methods mentioned above. TÜV Rheinland shall be waived for any confidentiality obligations.	16.1	Notwithstanding clause 3.3 of the GTBCB, TÜV Rheinland and the client are entitled to terminate the contract in its entirety or, in the case of services combined in one contract, each of the combined services, if the client or the client's representative fails to pay the invoice for the remaining services within six (6) months' notice to the end of the contractually agreed term. The notice period shall be shortened to six (6) weeks in case of TÜV Rheinland is prevented from performing the services due to loss or a suspension of its accreditation or notification.
4.	<b>Scope of services</b>	3.19	All confidential information which the disclosing party transmits or otherwise discloses to the receiving party and which is created during performance of work by TÜV Rheinland.	16.2	For good causes, TÜV Rheinland may consider giving a written notice to the client to terminate the contract and/or to suspend the services and the client shall pay the relevant service fees for the services provided by TÜV Rheinland up to the termination date of the contract.
4.1	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 exists, then the written confirmation of order by TÜV Rheinland shall be decisive for the service to be provided. Unless otherwise agreed, services beyond the scope of the service description (e.g. checking the correctness and functionality of parts, product processes, installations, organizations, not listed in the service description, as well as the intended use and application of such) are not covered. In particular, no responsibility is assumed for the design, selection of materials, construction and use of an existing part, product, process or plant, unless this is expressly stated in the order.	3.20	The receiving party shall not be held liable for damages due to any theft or leakages to be caused by the adoption of any unauthorized confidential information sharing methods mentioned above. TÜV Rheinland shall be waived for any confidentiality obligations.	16.3	For good causes, TÜV Rheinland may consider giving a written notice to the client to terminate the contract and/or to suspend the services and the client shall pay the relevant service fees for the services provided by TÜV Rheinland up to the termination date of the contract.
4.2	The agreed services shall be performed in compliance with the regulations in force at the time the contract is entered into.	3.21	The receiving party shall not be held liable for damages due to any theft or leakages to be caused by the adoption of any unauthorized confidential information sharing methods mentioned above. TÜV Rheinland shall be waived for any confidentiality obligations.	16.4	For good causes, TÜV Rheinland may consider giving a written notice to the client to terminate the contract and/or to suspend the services and the client shall pay the relevant service fees for the services provided by TÜV Rheinland up to the termination date of the contract.
4.3	TÜV Rheinland is entitled to determine, in its sole discretion, the method and nature of the assessment unless otherwise agreed in writing or if mandatory provisions require a specific procedure to be followed.	3.22	The receiving party shall not be held liable for damages due to any theft or leakages to be caused by the adoption of any unauthorized confidential information sharing methods mentioned above. TÜV Rheinland shall be waived for any confidentiality obligations.	16.5	For good causes, TÜV Rheinland may consider giving a written notice to the client to terminate the contract and/or to suspend the services and the client shall pay the relevant service fees for the services provided by TÜV Rheinland up to the termination date of the contract.
4.4	On execution of the work there shall be no simultaneous assumption of any guarantee of the correctness (product quality) and working order of either tested or examined parts nor of the installation as a whole and its upstream and/or downstream processes, organizations, use and application in accordance with regulations, nor of the systems on which the installation is based. In particular, TÜV Rheinland shall assume no responsibility for the construction, selection of material and assembly of installations examined, nor for their use and application in accordance with regulations, unless these questions are expressly covered by the contract.	3.23	The receiving party shall not be held liable for damages due to any theft or leakages to be caused by the adoption of any unauthorized confidential information sharing methods mentioned above. TÜV Rheinland shall be waived for any confidentiality obligations.	16.6	For good causes, TÜV Rheinland may consider giving a written notice to the client to terminate the contract and/or to suspend the services and the client shall pay the relevant service fees for the services provided by TÜV Rheinland up to the termination date of the contract.
4.5	In the case of inspection work, TÜV Rheinland shall not be responsible for the accuracy or checking of the safety programmes or safety regulations or other safety regulations, unless otherwise expressly agreed in writing.	3.24	The receiving party shall not be held liable for damages due to any theft or leakages to be caused by the adoption of any unauthorized confidential information sharing methods mentioned above. TÜV Rheinland shall be waived for any confidentiality obligations.	16.7	For good causes, TÜV Rheinland may consider giving a written notice to the client to terminate the contract and/or to suspend the services and the client shall pay the relevant service fees for the services provided by TÜV Rheinland up to the termination date of the contract.
4.6	If mandatory legal regulations and standards or official requirements for the agreed service scope change after conclusion of the contract, TÜV Rheinland shall be entitled to adjust the remuneration for resulting additional expenses.	3.25	The receiving party shall not be held liable for damages due to any theft or leakages to be caused by the adoption of any unauthorized confidential information sharing methods mentioned above. TÜV Rheinland shall be waived for any confidentiality obligations.	16.8	For good causes, TÜV Rheinland may consider giving a written notice to the client to terminate the contract and/or to suspend the services and the client shall pay the relevant service fees for the services provided by TÜV Rheinland up to the termination date of the contract.
4.7	The services to be provided by TÜV Rheinland under the contract are agreed exclusively with the client. A contract of third parties with the services of TÜV Rheinland, as well as making available of and justifying conformity in the work results (test reports, test results, expert reports, etc.) is not part of the agreed services. The client also assumes the responsibility for work results in full or in extracts - to third parties in accordance with clause 11.4.	3.26	The receiving party shall not be held liable for damages due to any theft or leakages to be caused by the adoption of any unauthorized confidential information sharing methods mentioned above. TÜV Rheinland shall be waived for any confidentiality obligations.	16.9	For good causes, TÜV Rheinland may consider giving a written notice to the client to terminate the contract and/or to suspend the services and the client shall pay the relevant service fees for the services provided by TÜV Rheinland up to the termination date of the contract.
4.8	The client understands and agrees that in order to perform the contract with TÜV Rheinland, the client may need to sign one or more contracts/agreements with a third party(ies) and/or establish legal relationships with third party(ies) according to such contracts/agreements. TÜV Rheinland shall not be held liable for damages due to any theft or leakages to be caused by the adoption of any unauthorized confidential information sharing methods mentioned above. TÜV Rheinland shall be waived for any confidentiality obligations.	3.27	The receiving party shall not be held liable for damages due to any theft or leakages to be caused by the adoption of any unauthorized confidential information sharing methods mentioned above. TÜV Rheinland shall be waived for any confidentiality obligations.	17.	<b>Force Majeure</b>
4.9	The client understands and agrees that in order to perform the contract with TÜV Rheinland, the client may need to sign one or more contracts/agreements with a third party(ies) and/or establish legal relationships with third party(ies) according to such contracts/agreements. TÜV Rheinland shall not be held liable for damages due to any theft or leakages to be caused by the adoption of any unauthorized confidential information sharing methods mentioned above. TÜV Rheinland shall be waived for any confidentiality obligations.	3.28	The receiving party shall not be held liable for damages due to any theft or leakages to be caused by the adoption of any unauthorized confidential information sharing methods mentioned above. TÜV Rheinland shall be waived for any confidentiality obligations.	17.1	The force majeure means the occurrence of an event or circumstance that prevents or impedes a Party from performing one or more of its contractual obligations under the contract, and if to the extent that that Party proves: (a) that such impediment is beyond its reasonable control; and (b) that it did not and reasonably could not have avoided or overcome the event or circumstance; and (c) that the effects of the impediment could not reasonably have been avoided or overcome by the affected Party.
5.	<b>Performance periods/dates</b>	3.29	The receiving party shall not be held liable for damages due to any theft or leakages to be caused by the adoption of any unauthorized confidential information sharing methods mentioned above. TÜV Rheinland shall be waived for any confidentiality obligations.	17.2	In the absence of proof to the contrary, the following events affecting a Party shall be presumed to fulfil conditions (a) and (b) under paragraph 1 of this Clause: (i) war (whether declared or not), hostilities, invasion, act of foreign enemies, acts of terrorism, sabotage, act of piracy, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy, (ii) currency and trade restriction, embargo, sanction; (iv) act of authority whether lawful or unlawful, compliance with any law or governmental measures such as boycott, strike and lock-out, regulation, nationalization; (v) plague, epidemic, natural disaster or extreme natural event; (vi) explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy; (vii) general labour disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises.
5.1	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 TÜV Rheinland in writing.	3.30	The receiving party shall not be held liable for damages due to any theft or leakages to be caused by the adoption of any unauthorized confidential information sharing methods mentioned above. TÜV Rheinland shall be waived for any confidentiality obligations.	17.3	The Party successfully invoking the force majeure shall be relieved from its duty to perform its obligations under the contract and from any liability in damages or from any other contractual remedy for breach of contract, from the time at which the impediment causes inability to perform, provided that the notice was given without delay. If notice thereof is not given without delay, the relief is effective from the time at which notice thereof reaches the other Party. Where the effect of the impediment or event invoked is temporary, the above consequences shall apply only as long as the impediment impedes performance by the affected Party. Where the effect of the impediment is permanent, it has the effect of substantially depriving the contracting Parties of what they were reasonably entitled to expect under the contract. Either Party has the right to terminate the contract by giving notice within a reasonable period of time to the other Party. The Parties agree that the Parties expressly agree that the contract may be terminated by either Party if the duration of the impediment exceeds 120 days.
5.2	If the contract provides for an extension of the contract term, the contract term will be extended by the term provided for in the contract unless terminated in writing by either party with a three-month notice prior to the end of the contractual term.	3.31	The receiving party shall not be held liable for damages due to any theft or leakages to be caused by the adoption of any unauthorized confidential information sharing methods mentioned above. TÜV Rheinland shall be waived for any confidentiality obligations.	18.	<b>Hardship</b>
5.3	If the contract provides for an extension of the contract term, the contract term will be extended by the term provided for in the contract unless terminated in writing by either party with a three-month notice prior to the end of the contractual term.	3.32	The receiving party shall not be held liable for damages due to any theft or leakages to be caused by the adoption of any unauthorized confidential information sharing methods mentioned above. TÜV Rheinland shall be waived for any confidentiality obligations.	18.1	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 contract.
5.4	If the contract provides for an extension of the contract term, the contract term will be extended by the term provided for in the contract unless terminated in writing by either party with a three-month notice prior to the end of the contractual term.	3.33	The receiving party shall not be held liable for damages due to any theft or leakages to be caused by the adoption of any unauthorized confidential information sharing methods mentioned above. TÜV Rheinland shall be waived for any confidentiality obligations.	18.2	Notwithstanding paragraph 1 of this Clause, where a Party proves that: (a) the continued performance of its contractual duties has become excessively onerous due to an event beyond its reasonable control which it could not reasonably have been expected to have taken into account at the time of the conclusion of the contract; and that (b) it could not reasonably have avoided or overcome the event or circumstance, the Parties are bound, within a reasonable time of the invocation of this Clause, to negotiate alternative contractual terms which reasonably allow to overcome the consequences of the event.
5.5	If the contract provides for an extension of the contract term, the contract term will be extended by the term provided for in the contract unless terminated in writing by either party with a three-month notice prior to the end of the contractual term.	3.34	The receiving party shall not be held liable for damages due to any theft or leakages to be caused by the adoption of any unauthorized confidential information sharing methods mentioned above. TÜV Rheinland shall be waived for any confidentiality obligations.	18.3	Where Clause 18.2 applies, but where the Parties have been unable to agree alternative contractual terms as provided in that paragraph, the Party invoking this Clause is entitled to terminate the contract, but cannot request adaptation by the judge or arbitrator without the agreement of the other Party.
5.6	If the contract provides for an extension of the contract term, the contract term will be extended by the term provided for in the contract unless terminated in writing by either party with a three-month notice prior to the end of the contractual term.	3.35	The receiving party shall not be held liable for damages due to any theft or leakages to be caused by the adoption of any unauthorized confidential information sharing methods mentioned above. TÜV Rheinland shall be waived for any confidentiality obligations.	19.	<b>Partial invalidity, written form, place of jurisdiction and dispute resolution</b>
6.	<b>The client's obligation to cooperate</b>	3.36	The receiving party shall not be held liable for damages due to any theft or leakages to be caused by the adoption of any unauthorized confidential information sharing methods mentioned above. TÜV Rheinland shall be waived for any confidentiality obligations.	19.1	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.
6.1	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.	3.37	The receiving party shall not be held liable for damages due to any theft or leakages to be caused by the adoption of any unauthorized confidential information sharing methods mentioned above. TÜV Rheinland shall be waived for any confidentiality obligations.	19.2	In the event of a breach of the provisions under these terms and conditions and where the breach is not effective, the contracting parties shall replace the invalid provision with a legally valid one that comes closest to the content of the invalid provision.
6.2	Design documents, supplies, auxiliary staff, etc. necessary for 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:	3.38	The receiving party shall not be held liable for damages due to any theft or leakages to be caused by the adoption of any unauthorized confidential information sharing methods mentioned above. TÜV Rheinland shall be waived for any confidentiality obligations.	19.3	Unless otherwise stipulated in the contract, the governing law of the contract and these terms and conditions shall be construed following the rules as below:
6.3	a) it has required statutory qualifications;	3.39	The receiving party shall not be held liable for damages due to any theft or leakages to be caused by the adoption of any unauthorized confidential information sharing methods mentioned above. TÜV Rheinland shall be waived for any confidentiality obligations.	19.4	TÜV Rheinland in question is legally registered and existing in the People's Republic of China, the contracting parties hereby agree that the contract and these terms and conditions shall be governed by the laws of the People's Republic of China.
6.4	b) the product, service or management system to be certified complies with applicable laws and regulations; and	3.40	The receiving party shall not be held liable for damages due to any theft or leakages to be caused by the adoption of any unauthorized confidential information sharing methods mentioned above. TÜV Rheinland shall be waived for any confidentiality obligations.	19.5	TÜV Rheinland in question is legally registered and existing in Taiwan, the contracting parties hereby agree that the contract and these terms and conditions shall be governed by the laws of the Republic of China.
6.5	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.	3.41	The receiving party shall not be held liable for damages due to any theft or leakages to be caused by the adoption of any unauthorized confidential information sharing methods mentioned above. TÜV Rheinland shall be waived for any confidentiality obligations.	19.6	TÜV Rheinland in question is legally registered and existing in Hong Kong, the contracting parties hereby agree that the contract and these terms and conditions shall be governed by the laws of Hong Kong.
6.6	If the client breaches the aforesaid representations and warranties, TÜV Rheinland is entitled to (i) immediately terminate the contract without prior notice; and (ii) withdraw the issued testing/recertification if any.	3.42	The receiving party shall not be held liable for damages due to any theft or leakages to be caused by the adoption of any unauthorized confidential information sharing methods mentioned above. TÜV Rheinland shall be waived for any confidentiality obligations.	19.7	Any dispute in connection with the contract and these terms and conditions or the execution thereof shall be settled finally through negotiations.
6.7	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 the client 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.	3.43	The receiving party shall not be held liable for damages due to any theft or leakages to be caused by the adoption of any unauthorized confidential information sharing methods mentioned above. TÜV Rheinland shall be waived for any confidentiality obligations.	19.8	If no settlement or no agreement in respect of the extension of the negotiation period can be reached within two months of the arising of the dispute, the dispute shall be referred to arbitration.
7.	<b>Prices</b>	3.44	The receiving party shall not be held liable for damages due to any theft or leakages to be caused by the adoption of any unauthorized confidential information sharing methods mentioned above. TÜV Rheinland shall be waived for any confidentiality obligations.	19.9	In the case of TÜV Rheinland in question being legally registered and existing in the People's Republic of China, to China International Economic and Trade Arbitration Commission (CIETAC) to resolve the dispute.
7.1	If the scope of performance is not laid down in writing when the order is placed, invoicing shall be based on costs actually incurred and on price as agreed in writing, invoicing shall be made in accordance with the price of TÜV Rheinland at the time of performance.	3.45	The receiving party shall not be held liable for damages due to any theft or leakages to be caused by the adoption of any unauthorized confidential information sharing methods mentioned above. TÜV Rheinland shall be waived for any confidentiality obligations.	19.10	In the case of TÜV Rheinland in question being legally registered and existing in Taiwan, to Chinese Arbitration Association, Taipei to be arbitrated in accordance with its then current Rules of Arbitration. The arbitration shall take place in Taipei.
7.2	Unless otherwise agreed, work shall be invoiced according to the progress of the work.	3.46	The receiving party shall not be held liable for damages due to any theft or leakages to be caused by the adoption of any unauthorized confidential information sharing methods mentioned above. TÜV Rheinland shall be waived for any confidentiality obligations.	19.11	In the case of TÜV Rheinland in question being legally registered and existing in Hong Kong, to Hong Kong International Arbitration Centre (HKIAC) to be arbitrated in accordance with its then current Rules of Arbitration. The arbitration shall take place in Hong Kong.
7.3	If the execution of the contract is delayed or interrupted, the client shall be liable for damages for the agreed fixed agreed, work shall be invoiced according to the progress of the work.	3.47	The receiving party shall not be held liable for damages due to any theft or leakages to be caused by the adoption of any unauthorized confidential information sharing methods mentioned above. TÜV Rheinland shall be waived for any confidentiality obligations.	19.12	The decision of the relevant arbitration tribunal shall be final and binding on both parties. The arbitration fee shall be borne by the losing party.
8.	<b>Payment terms</b>	3.48	The receiving party shall not be held liable for damages due to any theft or leakages to be caused by the adoption of any unauthorized confidential information sharing methods mentioned above. TÜV Rheinland shall be waived for any confidentiality obligations.		
8.1	All invoice 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.	3.49	The receiving party shall not be held liable for damages due to any theft or leakages to be caused by the adoption of any unauthorized confidential information sharing methods mentioned above. TÜV Rheinland shall be waived for any confidentiality obligations.		
8.2	Payments shall be made to the bank account of TÜV Rheinland as indicated on the invoice, stating the invoice and client numbers.	3.50	The receiving party shall not be held liable for damages due to any theft or leakages to be caused by the adoption of any unauthorized confidential information sharing methods mentioned above. TÜV Rheinland shall be waived for any confidentiality obligations.		
8.3	In cases of default of payment, TÜV Rheinland shall be entitled to claim default interest at the applicable short loan interest rate publicly announced by a reputable commercial bank in the country where TÜV Rheinland is located. At the same time, TÜV Rheinland reserves the right to claim further damages.	3.51	The receiving party shall not be held liable for damages due to any theft or leakages to be caused by the adoption of any unauthorized confidential information sharing methods mentioned above. TÜV Rheinland shall be waived for any confidentiality obligations.		
8.4	Should the client default in payment of the invoice despite being granted a reasonable grace period, TÜV Rheinland shall be entitled to cancel the contract, withdraw the certificate, claim damages for non-performance and refuse to continue and/or to terminate the contract.	3.52	The receiving party shall not be held liable for damages due to any theft or leakages to be caused by the adoption of any unauthorized confidential information sharing methods mentioned above. TÜV Rheinland shall be waived for any confidentiality obligations.		
8.5	The provisions set forth in article 8.4 shall also apply in cases involving returned cheques, cessation of payment, commencement of insolvency proceedings against the client's assets or cases in which the commencement of insolvency proceedings has been declared due to the client.	3.53	The receiving party shall not be held liable for damages due to any theft or leakages to be caused by the adoption of any unauthorized confidential information sharing methods mentioned above. TÜV Rheinland shall be waived for any confidentiality obligations.		
8.6	Objections to the invoices of TÜV Rheinland shall be submitted in writing within two weeks of receipt of the invoice.	3.54	The receiving party shall not be held liable for damages due to any theft or leakages to be caused by the adoption of any unauthorized confidential information sharing methods mentioned above. TÜV Rheinland shall be waived for any confidentiality obligations.		
8.7	TÜV Rheinland shall be entitled to demand appropriate advance payments.	3.55	The receiving party shall not be held liable for damages due to any theft or leakages to be caused by the adoption of any unauthorized confidential information sharing methods mentioned above. TÜV Rheinland shall be waived for any confidentiality obligations.		