Test Report - Products



Report No.:

158303672a 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:	608625
Test item(s):	Toys
Identification/ Model No(s):	118ml BUBBLE STICK Item No.: SV22097
Sample obtaining method:	Sending by customer
Condition at delivery:	Test item complete and undamaged.
Sample Receiving date:	2025-01-14
Testing Period:	2025-01-14 to 2025-01-22
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) : 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.

Amenda Yung/



Wong Yiu Tong , Tommy/ Senior Lab Manager

Name/Position

Date

2025-01-23

Name/Position

Senior CS Manager

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.

2025-01-23

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.

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: <u>www.tuv.com</u>



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Test Result Summary :

Test Specification:	Test result:
1 ASTM F963-23: Mechanical and physical	PASS
2 ASTM F963-23: Flammability on solid and soft toys	PASS
3 15 USC 1278a (CPSIA Sect. 101), ASTM F963-23 Sect. 4.3.5.2 and Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): Total lead content in substrate materials	PASS
4 ASTM F963-23 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):	
DEHP, BBP, DBP, DIDP, DnHP content	PASS
6 Microbial Contamination & ASTM F963-23	PASS
 7 - Flash point of volatile flammable materials The above test(s) is/are tested according to 16 CFR 1500.43a 	PASS



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Material List:

Item:

118ml BUBBLE STICK Item No.: SV22097

Material No.	Material	Color	Location
M001	Whole Product	Multicolor	Whole product
M002	Plastic	Blue	Lid of bubble solution container
M003	Plastic	Red	Lid of bubble solution container
M004	Plastic	Green	Lid of bubble solution container
M005	Plastic	Pink	Lid of bubble solution container
M006	Plastic	Transparent blue	Body of bubble solution container
M007	Plastic	Transparent red	Body of bubble solution container
M008	Plastic	Transparent green	Body of bubble solution container
M009	Plastic	Transparent pink	Body of bubble solution container
M010	Plastic	White	Bubble wand
M011	Plastic	Transparent	Bubble wand holder
M012	Liquid	Transparent	Bubble solution



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1.ASTM F963-23: Mechanical and physical

Test result:

Test No:	T001
Material No:	M001
4. Safety requirements	
4.1 Material Quality (visual check)	PASS
4.7 Accessible Edges	PASS
4.9 Accessible Points	PASS
5. Labeling Requirements	
5.1.2 Tracking Label	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 Art Materials	Not Conducted
5.15 Promotional Materials	Not Conducted
5.16 Magnets	Not Conducted
6. Instructional Literature	
6.1 Definition and Description	Not Conducted
6.2 Crib and Playpen Toys	Not Conducted
6.3 Mobiles	Not Conducted
6.4 Toys Intended to be Assembled By an Adult	Not Conducted
6.7 Toys in Contact with Food	Not Conducted
6.8 Toy Chests	Not Conducted
7. Producer's Markings	
7.1 Name and address of the producer or the distributor	Not Conducted
7.3 Toy Chests	Not Conducted



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Use and Abuse Tests:

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

According to the Laboratory Test Manual from CPSC, 12 submitted samples are equally divided for carrying out the use and abuse testing.

Age Category	Drop 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-lbf	10 lbf	20 lbf
19-36 Months 16 CFR 1500.52	4 x 3 ft	120 Arc 30 Cycles 15 lbs	3 in-lbf	15 lbf	25 lbf
37-96 Months 16 CFR 1500.53	4 x 3 ft	120 Arc 30 Cycles 15 lbs	4 in-lbf	15 lbf	30 lbf

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 F963-23: Flammability on solid and soft toys

Test result:

Test No:	T001
Material No:	M001
4.2 Flammability on solids and soft toys	PASS

The burning rate of the most severe part = IBE

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

Abbreviation: IBE = Ignite But Self-extinguish



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3.15 USC 1278a (CPSIA Sect. 101), ASTM F963-23 Sect. 4.3.5.2 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 + M004	Lead Content	ppm 10 100		< RL	
T002	M005 + M006 + M007	Lead Content	ppm	10	100	< RL
T003	M008 + M009	Lead Content	ppm	10	100	< RL
T004	M010 + M011	Lead Content	ppm	10	100	< RL
T005	M012	Lead Content	ppm	10	100	< RL

Abbreviation:

< = less than RL = Reporting Limit

ppm = parts per million

Remark:

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

*1 Requirement according to Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65):
 a) Paint or other surface coating shall not contain more than 0.009% (90 ppm) total lead content
 b) All other components shall not contain more than 0.01% (100 ppm) total lead content



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4.ASTM F963-23 Sect. 4.3.5.1 and 4.3.5.2: Soluble heavy metal

Test method: For paint and similar surface-coating materials: ASTM F963-23 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 F963-23 Section 8.3.5 Soluble Element Test Method for Substrate Materials

Test result:

		Sb	As	Ba	Cd	Cr	Pb	Hg	Se		
		Maxim	num Pei	rmissibl Mod							
Teet	Motorial	60	25	1000	75	60	90	60	500	Maga of traca	
Test No.	Material No.	Maxi	mum P	ermissil	ole Limi	t of Mo	delling (Clay (m	g/kg)	Mass of trace amount (mg)	Conclusion
		60	25	250	50	25	90	25	500		
			I		RL (n	ng/kg)		<u> </u>			
		5	5	2.5	2.5	2.5	2.5	2.5	10		
T001	M002	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	-	PASS
T002	M003	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	-	PASS
T003	M004	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	-	PASS
T004	M005	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	-	PASS
T005	M006	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	-	PASS
T006	M007	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	-	PASS
T007	M008	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	-	PASS
T008	M009	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	-	PASS
T009	M010	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	-	PASS
T010	M011	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	-	PASS
T011	M012	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	-	PASS

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

** According to ASTM F963-23, if the weight of a test portion of toy material is less than 10 mg, the analysis of migration of certain elements would not be required. If the weight of a test portion of toy material is between 10 mg and 100 mg, the analytical results would be calculated as though 100mg of the test portion had been used.

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



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5.Phthalates content

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

Test Result:

	est No.	T001	T002	T003				
	M002 +	M005 +	M008 +					
				M003 +	M006 +	M009		
				M004	M007			
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-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)	0.01	< RL	< RL	< RL				
Conclusion: ASTM F963-23 cl.4.3.8 and	Pass	Pass	Pass					
amended by 16 CFR 1307								
Conclusion: CA Prop 65 DEHP, BBP, D	BP, DIDP and	DnHP o	content	Pass	Pass	Pass		

		Т	est No.	T004
		-	rial No.	M010 +
				M011
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-pentyl phthalate (DnPP)	131-18-0	%	0.01	< RL
Di-n-hexyl phthalate (DnHP)	84-75-3	%	0.01	< RL
Dicyclohexyl phthalate (DCHP)	< RL			
Conclusion: ASTM F963-23 cl.4.3.8 and amended by 16 CFR 1307	is	Pass		
Conclusion: CA Prop 65 DEHP, BBP, DI	content	Pass		

Abbreviation: < = less than

RL = Reporting Limit % = percentage



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Remark:

- 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

- Requirement of ASTM F963-23 cl.4.3.8 and 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)					



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6.Microbial Contamination

Test Method: United States Pharmacopeia General Chapter 61 & 62, 2023 and ASTM F963-23 Section 4.3.6

Test No.:	T001	
Material No:	M012	
	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-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"



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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 With reference to the limit of ASTM F963-23 section 8.4.1 Cleanliness of Materials
 - The recommended limit for infant products or high likelihood of being used in the area of eye-is
 - <100cfu/g or cfu/ml of product, and the maximum permissible value is 500 cfu/g or cfu/ml. - The recommended limit for all other products is <1,000cfu/g or cfu/ml of product, and the maximum permissible value is 5,000 cfu/g or cfu/ml.
 - The following objectionable microorganisms should be identified as absent in the product Staphylococcus aureus
 Escherichia coli
 Pseudomonas aeruginosa
 Salmonella sp.
 Shigella sp. (Avian feather products only)

With reference to the limit of ASTM F963-23 section 4.3.6.1 Processed water used in manufacturing and filling of toys

- The recommended limit for Heterotrophic plate coun is <10 CFU/ml
- The following objectionable microorganisms should be identified as absent in the product Coliforms
- *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.



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7.16 CFR 1500.43 (a) Test for Flashpoint of Volatile Flammable Material

Test result:

4.3.1 Flammability on liquid	PASS

Test Method: Flash point determination in accordance with Consumer Product Safety Commission Regulation 16 CFR 1500.43a

Test No.	Material No.	Liquid	Result
T001	M001	Non-Flammable	Pass

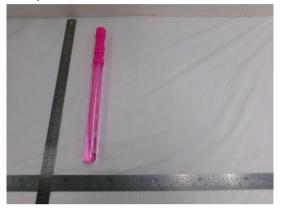
Limit: The liquid sample shall not be Flammable or Combustible liquid.

Definition:Flammable liquid - Flash point > 20 °F - < 100 °F Combustible liquid - Flash point 100 °F - 150 °F



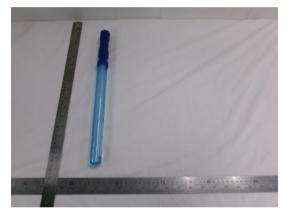
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Sample Photos









- 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 notif the purpose of a daily use. Isgaily briding contracts under the applicable laws. The legaly briding contracts under the applicable beam contracts under the applicable laws who concludes the contract on the scope of contract performance. The following terms and conditions story to agreed services including consultancy services, information, deliveries and similar services as well as an calculary services and other secondary obligations provided within the scope of contract performance. Any standard terms and conditions of the client d'any instrust beam of the scondary the contract even it TÜV Rheinland does not explicitly dject to them. The following terms part of the contract with the client without TÜV Rheinland having to refer to them separately in each individual case. 11 0
- (ii) 1.2
- 13
- 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, tampated columnates, corresponds at least to the duration of the hindrance plus any time period which may be required to resume period mance. 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 characteristics and 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 warrans 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 apply in cases involving returned cheques, cession of payment, commencement of insolvency proceedings label bed 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

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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
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- 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 Rheniand meet the prove written approval of TUV Rheniand 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 Rheniand 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, withofwar publications, not entitle the client to use the corporate logo, corporate design or test/certification mark of TUV Rheinland not statis or the corporate logo, corporate design or test/certification mark of TUV Rheinland not statis or an entities that the corporate logo. Corporate design or test/certification mark of TUV Rheinland not statis or an entities the corporate logo. Corporate design or test/certification mark of TUV Rheinland not statis or an entities the corporate logo. Corporate design or test/certification mark of TUV Rheinland not statis or an entities the statis statis as the statis or statis and the statis in the corporate logo. Corporate design or test/certification mark of TUV Rheinland. 11.5
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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
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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

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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 that addition, print of detection, right of processing limitation, right of decision, right of data there are client and the field of the future, se well as the right to field accession of the right to revise their converse that advised. TUV Rheinland will care processing have the right to revise their converse that advises to the role processing have the right to revise their contact processes, the obliving on responsible or contact procession, Palsa the right to Two be-there contact and the role of the role of the future, se well as the right to field accession of the role of the respective data protection information. You can contact the Group Data Protection Officer of TUV Rheinland A, co Group Data Protection Officer, Am Grauen Stein,

- 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 storage of the incapable of mediane y data and the storage of the storage of the storage for material and pecuniary damage resulting from the respective testing and certification that is brought forward by the client against TUV Rheinland shale be violed.
 The respect of the test mangle and tOV Rheinland shale be violed.
 The costs of the handower and dispatch of the test samples for storage on the client. TUV Rheinland shales or reterence samples from the laboratories or warehouses of TUV Rheinland and only in case of gross negligence. 15.3 15.4
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- 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 provision stude the contract and/or these terms and conditions to the student of the provision stude the contract and/or the student of the valid provision that comes closest to the contract, and/or the valid provision in legal and commercial terms. Unless otherwise stipulated in the contract, the governing law of the contract and these terms and dTUV thenhalen (a puscitor is legally registered and existing in the Poolsh's Republic of China, the contracting parties hereby agree that the contract and trees terms and conditions shall be governed by the level of the Poolsh's Republic of China. If TUV Thenhalm in question is legally registered and existing in Taiwan, the contracting parties are the contracting parties hereby agree that the contract and trees terms and conditions shall be governed by the level of the Poolsh's Republic of China.

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 abstrated in Abstrate and the state and activity in Hong Kong. To Kong Kong International Abstrate Rules in the state of Admission is abstrated in accordance Admission Admission Rules in Internation and the third Admission Abstrate Rules in the state of Admission is abstrated in accordance Admission adstrate Rules in the state of Admi

validity, written form, place of jurisdiction and dispute resolution