

**Report No.:** 158241679a 003 Page 1 of 12

Client: ONE FOR FUN LIMITED

Contact Information: 3-5 Cambuslang Way, Gateway Office Park, Cambuslang, Glasgow, G32

8ND

Manufacturer's name: 601697

**Test item(s):** Toys

Identification/ WOODEN UNICORN AND DRAGON YOYOS

Model No(s):

Item no.: 38186 (38186FSC)

Sample obtaining method: Sending by customer

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

Sample Receiving date: 2021-10-28

**Testing Period:** 2021-11-01 to 2021-11-03

Place of testing: Chemical laboratory Hong Kong, Toys laboratory Hong Kong

Test Specification:

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

Other information:

Country of Origin: China

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

As per client request, the item(s) was/ were tested for the age of over 5 years.

Packaging provided: No

Our reference no. of this report: 158241679a 002

For and on behalf of TÜV Rheinland Hong Kong Ltd.

2023-01-11

Amenda Yung/

Project Manager

2023-01-11

Wong Yiu Tong, Tommy/

Senior Lab Manager

Date Name/Position 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 products.



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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 and 2009/48/EC Labeling requirement were excluded in this test report)	PASS
2 EN 71-2:2020 Flammability	PASS
3 EN 71-3:2019+A1:2021 Migration of 19 Elements	PASS
4 Total Cadmium Content - REACH regulation (EC) No. 1907/2006 Annex XVII Item 23 and its amendments (EC) No. 552/2009, (EU) No. 494/2011, (EU) No. 835/2012 and (EU) No. 217/2016.	PASS
5 REACH regulation (EC) No. 1907/2006 and its amendment regulations on Annex XVII entry 51 and entry 52 : Phthalates	PASS



**Material List:** 

Item: WOODEN UNICORN AND DRAGON YOYOS

Item no.: 38186 (38186FSC)

Material No.	Material	Color	Location
M001	Whole Product	Multicolor	Whole product
M002	Coating	Blue multicolor	Yoyo
M003	Coating	Pink multicolor	Yoyo
M004	Textile	White	String
M005	Wood	Brown	Yoyo



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

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



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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.



# 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 Requirement	Result	Result	Result
Aluminium (AI)	mg/kg	10	28,130	57	146	< 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	4.0	6.2	2.7
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	2.6	< RL	< RL
Lead (Pb)	mg/kg	2.5	23	< RL	< RL	< RL
Manganese (Mn)	mg/kg	2.5	15,000	< RL	5.4	< 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	45.3	2.5
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	105	300	< RL

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

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



### **Test Result:**

			Test No.	T004
	M005			
Test Parameter	Unit	RL	Regulatory	Result
			Requirement	
Aluminium (AI)	mg/kg	10	28,130	20
Antimony (Sb)	mg/kg	5	560	< RL
Arsenic (As)	mg/kg	5	47	< RL
Barium (Ba)	mg/kg	2.5	18,750	12.9
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	23.9
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	20.1
Tin (Sn)	mg/kg	1.0	180,000	< RL
Organic Tin^	mg/kg	0.2	12	-
Zinc (Zn)	mg/kg	10	46,000	22

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, 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.

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### **4.Total Cadmium Content**

Test Method: For plastic: EN 1122:2001 (method B)

For metal and other material: Acid digestion, analyzed by AAS/ ICP-OES

### **Test Result:**

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

**Abbreviation:** < = less than

RL = Reporting Limit

mg/kg = milligram per kilogram

### Remark:

- \* Requirements for Cadmium content according to Annex XVII Entry 23 of Regulation (EC) No 1907/2006 (REACH) and its amendments
  - -Mixtures and articles produced from plastic material < 0.01 % (100 mg/kg)
  - -Coated / painted articles < 0.1 % (1000 mg/kg)
  - -Jewellery components < 0.01 % (100 mg/kg)
  - -Paints and varnishes (excluding the applicable exemptions) < 0.01 % (100 mg/kg)
- \*\* Swiss requirements for cadmium content according to the Switzerland Chemikalien-Risikoreduktions-Verordnung- ChemRRV, 814.81
  - Mixtures and articles produced from plastic material < 0.01 % (100 mg/kg)
  - Articles / objects treated with paints / coating with cadmium is prohibited
  - Paints and varnishes < 0.01 % (100 mg/kg)

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### 5.Phthalates content

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

### **Test Result:**

	T001	T002			
	M002	M003			
Test Parameter	CAS NO	Unit	RL	Result	Result
Diethylhexyl phthalate (DEHP)	117-81-7	%	0.005	< RL	< RL
Dibutyl phthalate (DBP)	84-74-2	%	0.005	< RL	< RL
Benzylbutyl phthalate (BBP)	85-68-7	%	0.005	< RL	< RL
Diisobutyl phthalate (DIBP)	84-69-5	%	0.005	< RL	< RL
Sum (DEHP+DBP+BBP+DIBP)	-	%	0.005	<rl< td=""><td><rl< td=""></rl<></td></rl<>	<rl< td=""></rl<>
Diisononyl phthalate (DINP)	28553-12-0, 68515-48-0	%	0.005	< RL	< RL
Diisodecyl phthalate (DIDP)	26761-40-0, 68515-49-1	%	0.005	< RL	< RL
Di-n-octyl phthalate (DNOP)	117-84-0	%	0.005	< RL	< RL
Sum (DINP+ DIDP+ DNOP)		%	0.005	<rl< td=""><td><rl< td=""></rl<></td></rl<>	<rl< td=""></rl<>
Conclusion: REACH regulation (EC) No. amendment regulations on Annex XVII 6	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

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.)



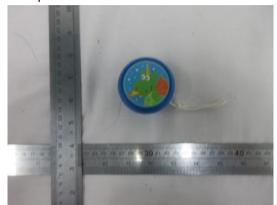
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- 2) Aircraft and motor vehicles (Directive 2007/46/EC) placed on the market before 7 January 2024, or articles for use exclusively in the maintenance or repair of them
- 3) Measuring devices for laboratory use;
- Food contact material and articles 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.</li>



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# Sample Photos





- END -



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

These General Terms and Conditions of Business of TÜV Rheinland in Greater China ("GTCB") is made between the client and one or more member entities of TÜV Rheinland. In Greater China as applicable as the case may be ("TÜV Rheinland"). The Greater China have forester china have who concludes the contract not for the purpose of a daily use; the incorporated or unincorporated entity duly organized, validly existing and capable to form legally binding contracts under the applicable law. The following terms and conditions apply to agreed services including consultancy services, information, deliveries and similar services as well as an callary services and other secondary have serviced and other secondary and the services are serviced as a conditions of the client of any nature shall not soonly and shall between the district of the client of any nature shall not soonly and shall between the

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surgescurs provided within the scope of contract performance. Any standard terms and conditions of the client of any statute shall not apply and shall hereby be expressly and conditions of the client of the client shall form part of the client of the client shall form part of in the contract of an origing business relationship with the client, this CTBS shall also apply to future contracts with the client without TUV Rheinland having to refer to them separately in each 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

The contract shall come into effect for the agreed terms upon the quotation letter of TÜV Rheinland or a separate contractual document being signed by both contracting parties, or upon Rheinland or a separate contractual document being signed by both contracting parties, or upon Rheinland without receiving a quotation from TÜV Rheinland (quotation), TÜV Rheinland is in its soile discretion, enterfield to accept the order by giving written notice of such acceptance (including notice sent via effectivoir means) or by performing the requested services. The contract lare material sport her comprise the contract in accordance with article 3.1 and shall continue for the term agreed in the contract. It is contract term will be extended by if the contract produce for an extension of the contract term, the contract term will be extended by notice prior to the end of the contractual term. 3.1

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 shall be written confirmation of ode by TÜV Rheinland shall be sourced in TÜV Rheinland shall be the written confirmation of ode by TÜV Rheinland shall be the service description (e.g. checking the correctness and functionality of parts, products, processes, installations, organizations not listed in the service description, as well as the intended use and application of auch) are not owed. In particular, no responsibility is assumed for the orphit, urities this is expressly stated in the order.

The agreed services shall be performed in compliance with the regulations in force at the time the contract is entered inthe off to description, in its sold description, the method and nature of the assessment unless otherwise agreed in writing or if mandatory provisions require a specific procedure to be followed.

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excution of the work there shall be no simultaneous assumption of any guarantee of the trees (proper quality) and working order of either tested or examined parts nor of the chress (proper quality) and working order of either tested or examined parts nor of the falsion as a whole and its upstream and/or downstream processes, organisations, use and falsion as a whole in accordance with regulations, nor of the systems on which the installation is based, or a constant of the systems of the systems of the systems of the systems of the distribution. TUP Whentiand shall assume no responsibility for the construction, selection of assembly of installations examined nor for their use and application in accordance systems. The systems of systems of

with regulatoris, unless tiesed releasons are level present yourset or yet included. In the case of interpection work, TOV Rheinland shall not be responsible for the accuracy or checking of the safety programmes or safety regulations on which the inspections are based, it is not to the contract of the safety programmes or based and the contract of the contract of the contract with a written notice to the client, TOV Rheinland shall be entitled to additional remuneration for resulting additional expenses, series decisionly with the client. A contract of third parties with the sentices of TOV Rheinland as well as making available of and justifying confidence in the work results (set reports, tes tresults, expert prots, test) is not part of the agreed services. This also applies if the client passes on work results in accordance with clause 11.4. As are accordanced in the client is accordanced with clause 11.4. The contract with TOV Rheinland as results in accordance with clause 11.4. The contract with TOV Rheinland as well as making available of any part of the agreed services. This also applies if the client passes on work results - in 11 for in activate. In the parties in accordance with clause 11.4. The contract with TOV Rheinland and the passes of the client passes of the contract with TOV Rheinland the passes of the contract with TOV Rheinland the passes of the client p

or and justifying confidence in the work results (test reports, test results, expert reports, etc.) is not until or his not roll the agreed services. This side applies if the client passes on work results - in hill or in The client understands and agrees that in order to perform the contract with TUV Reinland, the client may need to sign one or more contractal agreements with amore third party(es) and establish legal relationships with that those third party(es) according to such certain the contractal party of the contractal provided by the contractal party of the contractal

5.3

Performance 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 flowing confirmed as binding by TUV Rheinland in writing. It is investigated to the client of the provided of the periods of performance have been agreed, these periods shall not commence until the Arclies 5.1 and 5.2 also apply, even without express approval by the client, to all extensions of agreed periods/dates of performance not caused by TUV Rheinland. TUV Rheinlands in our responsible for a delay in performance, in periods if the client has not approved to the periods of the period of the periods of the periods of the periods of the period of the periods of the periods of the period of the period

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performance. If the client is obliged to comply with legal, officially prescribed and/or by the accreditor prescribed deadlines, it is the client's responsibility to agree on performance dates with TUV Rhentland, which enable the client to comply with the legal and/or officially prescribed deadlines. TUV within specifically stating that ensuring the deadlines is the contractual obligation of TUV Rhentland.

# 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.

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:

It has required statutory qualifications;

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/certificates if any.

It he 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 last of TVD Rheinland wild at the time of performance. Unless otherwise agreed, work shall be invoiced according to the progress of the work. If he execution of an order extends over more than one month and the value of the contract or the agreed fixed price exceeds £2,500.00 or equivalent value in local currency. TÜV Rheinland may demand payment on account or in instaliments.

8.3

Payment terms

All finctios 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. Payments shall be made to the bank account of TUV Rheinland as indicated on the invoice, stating the invoice and client numbers. In cases of default of payment, TUV Rheinland shall be entitled to claim default interest at the applicable short term loan interest rate publicly announced by a reputable commercial bank in the country where TUV Rheinland is located. At the same time. TUV Rheinland reserves the right to Should the client default in payment of the invoice despite being granted a reasonable grace period. TUV Rheinland shall be entitled to cancel the contract, withdraw the certificate, daim damages for non-performance and refuse to continue performance of the contract. The provisions set forth in article & shall also apply in cases involving returned cheques, cessastion of payment, commencement of insolvency proceedings against the client's assets or 8.4

ses in which the commencement of insolvency proceedings has been dismissed due to lack of

ons to the invoices of TÜV Rheinland shall be submitted in writing within two weeks of

Objections to the invoices of TUV Knewnerus aprecipations are receiped of the invoices of TUV Knewnerus aprecipation and the control of the invoices of the invoices. TUV Kneinland shall be entitled to dream and the beginning of a month if overheads and/or purchase costs have increased. In this case, TUV Kneinland shall notify the client in writing of the rise in fees. This notification shall be issued one morth 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% exceeds 5% per contractual very the client shall be entitled to beminate 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.

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. If acceptance is required or contractually agreed in an individual case, this shall be deemed to have basen place leve (2) weeks after competent and hardwork or of the work, unless that have been place leve (2) weeks after competent and hardwork or of the work, unless that Sherindand with the place had salling at least one fundamental breach of contract by TÜV.

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is not entitled to refuse acceptance due to insignificant breach of contract by TÜV

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If acceptance is excluded according to the nature of the work performance of TÜV Rheinland, he 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 withdraw (e.g. performance of surrellinear equality, or if the client cancels or postpones a confirmed audit date within two (2) weeks before the agreed date, TÜV Rheinland is entitled to immediately chaige a fump—sum compensation of 10% of the coder the confirmance of the complex of t

Rheinland has incurred no damage whatsoever or only a cursorenauy www. www.np.
londar as the client has undertaken in the contract to accept services, TUV Rheinland shall also
be entitled to Antege lump-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 incurred no damage
whatsoever or only a considerably lower damage than the above mentioned lump sum.

Confidentiality

For the purpose of these terms and conditions, "confidential information" means all know-how, trade secrets, documents, images, drawings, expentise, information, dats, test resulfs, reports, rade secrets, documents, images, drawings, expentise, information, dats, test resulfs, reports, rade secrets, documents, images, drawings, expentise, information, dats, test resulfs, resports, rade and result of the control of the co

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the receiving party afready possessed this information prior to disclosure by the disclosing party, the the receiving party developed it itself, irrespective of disclosure by the disclosing party, shall not be deemed to constitute 'confidential information' as defined in this confidentially clause. All confidential information shall remain the property of the disclosing party. The receiving party hereby agrees to immediately (i) return all confidential information, including all copies, to the disclosing party, and/or (ii) or nequeste by the disclosing party. The receiving party hereby agrees to immediately (i) return all confidential information, including all copies, to the disclosing party in writing, at any time if so requised by the disclosing party but at the latest and without special request after termination or expiry of the contract. This does not extend to include reports and certificates prepared for the client solely for the purpose of hilling the obligations under the contract, which shall remains with the client. However, TOV Rheinland is entitled to make preparing these reports and certificates in order to evidence the correctness of its results and for general documentation purposes required by laws, regulations and the requirements of working procedures of TOV Rheinland.

### Copyrights and rights of use, publications

10.6

10.7

Copyrights and rights of use, publications
TÜV Rheindand ball retain all exclusive copyrights in the reports, expert reports/ciprions, test reports/re

on of work results.

Any publication or duplication of the work results for advertising purposes or any further use of the work results beyond the scope regulated in clause 11.2, and any guidation of the introduction of Besides, the client resurses that the afforceast use shall comply with relevant applicable less, regulations and relevant rules (including but not limited to specific applicable testing and certification rules, recules a crosp given approval according to clause 11.5 at any line without TV Phinistand may recule a crosp given approval according to clause 11.5 at any line without the contraction of the work results immediately at his own expense and, as far as possible, to windraw publications. The consent of TVV Rheinland to publication or duplication of the work results does not entitle the client to use the corporate logo, corporate design or testification and of TVV Rheinland.

Liability of TÜV Rheinland

Trespective of the signal brain, in the fullest extent permitted by applicable law, in the over of a breach of a contractual abdigations or toot, the liability of TÜV Rheinland for all damages, losses and reimburnement of expenses and the contractual abdigations or toot, the liability of TÜV Rheinland for all damages, losses and reimburnement of expenses and the limited to; (i) in the case of a contract with a fixed overall lee, three times the overall feet for the entire contract, (ii) in the case of a contract with a fixed overall lee, three times the overall feet for the entire contract, (ii) in the case of a contract with a fixed overall lee, three times the overall feet for the entire contract, (iii) in the case of a framework agreement that provides for the possibility of placing individual orders, three times of the feet for the individual order under which the damages or losses have occurred, according to the freedom provisions exceeds 2.5 Million Euro or equivalented manual from the contract of the con

breach (researche) retreached versions and the personnel made available by the client to support TUV Rheinland in the personnel made available by the client to support TUV Rheinland in the performance of its services under the contract, unless such personnel made available is regarded as vicarious agent of TUV Rheinland ITUV Rheinland is not liable for the acts of the personnel made available by the client under the foregoing provision, the client shall indemently TUV Rheinland against any clients made by third prices arising from a Client shall indemently TUV Rheinland against any clients made by their other astings from a Client shall indement the Client shall be client to the Client shall be client shall be client to the Client shall be client s

12.5

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 infermional export control law. When the provise that there are no obstacles to performance do a contract with the client is subject to the provise that there are no obstacles to performance due to national or international foreign trade legislations or embarges and/or sanctions, in the event of a violation, TÜV thereinand shall be entitled to terminate the contract with immediate effect and the client shall compensate for the losses incord freed by TÜV.

Data protection notice

The client understands and agrees that TUV Rheinland processes personal data (including but not initiated to personal information) of the client and its related parties (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 process the personal data that the client confirms that it has process the personal data that the client collected or processed by tested and transferred to TUV Rheinland. For certain services, we may also process sensitive personal data. TUV 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 data is accordance with the privacy and personal data security related laws and regulations in China and the local country. TUV Rheinland will take measures to avoid any leadings, abuse, manipulation, diamage or unauthorized access of personal data. The personal data will be detend the following injection, right of processing limitation, right of objection, right of destination, right of processing limitation, right of objection, right of destination data by TUV Rheinland as the personal data by TUV Rheinland as the personal data typication data by TUV Rheinland as the protection distance that the distance of the processing of personal data by TUV Rheinland by e-mail at distance to the full transfer and the following address: TUV Rheinland Aby e-mail at distance to the full transfer and the following address: TUV Rheinland Aby e-mail at protection Officer of TUV.

Retention of test material and documentation

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 samples, which are placed in storage on the basis of statutory regulations or of another client in the second second of the client in the properties of the client in the state and the samples are stated to the client in the quotation. If reference samples or documentations are given to the client to be placed in storage at their premises, the 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 con the special promption of the state of charge. If the client, in response to such a request, its recognition and popularly damage resulting from the respective testing and certification that is brought forward by the client against TÜV Rheinland shall be voided.

The retention period for the documentation shall be 10 (ten) years after the expiry of the test mark certification or shall meet the applicable legal requirements for EUEC certificaties of conformity.

The costs of the handower and dispatch of the test samples for storage on the client's premises are borne by the client. TÜV Rheinland will be islade for the loss of test samples or reference samples from the laboratories or warehouses of TÜV Rheinland only in case of gross negligence.

15.4

Termination of the contract

Neveltistanding clause 3.3 of the GTCB, TUV 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 parts of the contract individually and independently of the continuation of the remaining encices with six (6) months motion to the end of the contractually agreed term. The notice period shall be abortered to air (6) weeks in case TUV Rheinland is prevented from performing the properties of the contract which includes but not limited to the following:

For good causes, TUV Rheinland any consider prings a written notice to the client to terminate the contract which includes but not limited to the following:

the client does not immediately rowly TUV Rheinland of changes in the conditions within the terminate one of the contract which includes out one of the contract which includes out one of the contract which includes a server of the contract which includes the contract which i

16.2

17.2.

within the scope of a certification procedure and the certificate therefore has to be withdrawn (for oxemple during the performance of monitoring audiols). Clause 163 applies accordingly.

Force Majeure

\*\*Force Majeure\*\*

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

(b)

more onerous than could reasonably have been anticipated at the time of the conclusion of the Contract.

Companyage of the file clause, where a Party proves that:

The continued performance of its contractual distins has become excessively content of the contractual distins have become excessively contractual contra 18.3.

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

Partial invalidity, written form, place of jurisdiction and dispute resolution.

All amendments and supplements must be in writing in order to be effective. This also applies to amendments and supplements to this clause 17.1.

Should one or several of the provisions under the contract and/or these terms and conditions be or become ineffective, the contracting parties shall replace the invalid provision with a legally valid provision that grain esclosures to the contract of the invalid provision in significant commercial terms, and conditions shall be chosen following the rules as below:

If TUV 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 lates of the People's Republic of China.

ITUV Rheinland in question is legally registered and existing in Talwan, the contracting parameterly agree that the contract and these terms and conditions shall be governed by the laws of Talwan.

ITUV Rheinland in question is legally registered and existing in Hong Kong, the contracting it TUV Rheinland is 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 or the execution thereof shall be settled friendly through negotiations.

Unless otherwise stepulated in the contract, if no settlement or no agreement in respect of the Unless otherwise stepulated in the contract, and the contract of the stepulate of the contract, the dispute shall be submitted in the case of TUV Rheinland in question being legally registered and existing in the People's Republic of China, to China thermational Economic and Trade Arbitration Commission (CET AG) to be satisfied by arbitration under the Arbitration Russ of CETAC in lock when the arbitration is being. Shangkai, Shanthen or Changeing as appropriately chosen by the claiming party, in the case of TUV Rheinland to liquestion being legally registered and existing in Talwan, to Chinese Arbitration Association. Taple to be arbitrated in accordance with its then current Rules in the case of TUV Rheinland to liquestion period and existing in Talwan, to Chinese Arbitration Shangeign period and and existing in Talwan, to Chinese Arbitration Association. Taple to be settled by arbitration under the HKAC Administration carrier (HKAC) to be settled by arbitration under the HKAC Administrate rules. The arbitration shall take place in Hong Kong.