

Page 1 of 16 Report No.: 158277008a 001

Client: ONE FOR FUN LIMITED

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

8ND

Manufacturer's name: **USD002** 

Test item(s): Toys

Identification/ SHARK HEAD TUB / TIGER HEAD TUB

Model No(s): Item No.: SV21305 / SV21306

Sample obtaining method: Sending by customer

Condition at delivery: Test item complete and undamaged.

Sample Receiving date: 2023-08-30

Testing Period: 2023-08-31 to 2023-09-06

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

Test Specification:

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

Other information: Country of Origin: China

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

Per client's request, the item(s) was/ were tested for the age of over 3 years.

Packaging provided: No

Provided sample size: 3 sets

For and on behalf of TÜV Rheinland Hong Kong Ltd.

Amenda Yung/

Senior CS Manager

2023-09-11

Wong Yiu Tong, Tommy/

Senior Lab Manager

Date Name/Position

2023-09-11

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 Report No.: 158277008a 001** Page 2 of 16

# **Test Result Summary:**

Test Specification:	Test result:
1 ASTM F963-17: Mechanical and physical (As per client request, Clause 5-Labeling requirements, 6-Instructional Literature 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. 4.3.5.1, CPSIA Sect. 101, and Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): Total lead content in paint and coating materials	PASS
4 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	PASS
5 ASTM F963-17 Sect. 4.3.5.1 and 4.3.5.2 : Soluble heavy metal	PASS
6 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



**Test Report No.: 158277008a 001** Page 3 of 16

**Material List:** 

Item: SHARK HEAD TUB / TIGER HEAD TUB

Item No.: SV21305 / SV21306

Material No.	Material	Color	Location
M001	Whole Product	Multicolor	[#SV21305]-whole product;[#SV21306]- whole product
M002	Coating	Multicolor	[#SV21305]-mouth of hammerhead shark;[#SV21306]-body, eyes of tiger head tub
M003	Coating	ivory/ deep pink/ light orange	[#SV21306]-mouth of tiger head tub
M004	Coating	black/ white/ deep orange	[#SV21306]-body of tiger, zebra, gorilla, eyes of polar bear
M005	Coating	black/ white/ grey	[#SV21306]-body of elephant
M006	Coating	red/ shiny grey	[#SV21306]-body of rhino
M007	Coating	brown/ black/ light orange	[#SV21306]-body of giraffe
M008	Coating	deep brown/ light brown/ black	[#SV21306]-body of camel
M009	Coating	multicolor	[#SV21306]-body of deer
M010	Coating	black/ dark yellow	[#SV21306]-body of leopard
M011	Coating	black/ muddy yellow/ brown	[#SV21305]-body of seal;[#SV21306]- body of lion
M012	Coating	bright grey/ red/ reddish brown	[#SV21306]-body of hippo
M013	Coating	dull black	[#SV21305]-body of shark head tub
M014	Coating	multicolor	[#SV21305]-body of shark head tub
M015	Coating	shiny black/ white	[#SV21305]-nose of shark head tub, body of dolphin
M016	Coating	multicolor	[#SV21305]-body of penguin, crab, turtle
M017	Coating	shiny grey/ light yellow/ black	[#SV21305]-body of walrus
M018	Coating	white/ brownish red	[#SV21305]-body of octopus
M019	Coating	light blue/ black	[#SV21305]-body of light blue dolphin
M020	Coating	light grey/ black	[#SV21305]-body of hammerhead shark
M021	Coating	pale grey/ black	[#SV21305]-body of needlefish, fish
M022	Coating	shiny black/ dark green/ white	[#SV21305]-body of whale



# **Test Report No.: 158277008a 001** Page 4 of 16

M023	Plastic	yellow	[#SV21306]-body of tiger head tub
M024	Plastic	white	[#SV21305]-body of seal, dolphin, penguin, crab, turtle, walrus, octopus, hammerhead shark, needlefish, fish, whale, light blue dolphin;[#SV21306]-body of tiger, zebra, gorilla, polar bear, elephant, rhino, giraffe, camel, deer, leopard, lion, hippo
M025	Plastic	deep grey	[#SV21305]-body of shark head tub
M026	Plastic	translucent white	[#SV21305]-ring of head tub; [#SV21306]-ring of head tub
M027	Plastic	translucent	[#SV21305]-lid, handle of head tub; [#SV21306]-lid, handle of head tub



Page 5 of 16

# 1.ASTM F963-17: Mechanical and physical

## Test result:

	Test No: T001
Mate	erial No: M001
4. Safety requirements	
4.1 Material Quality (visual check)	PASS
4.7 Accessible edges	PASS
4.8 Projections	PASS
4.12 Plastic film	PASS
5. Labeling requirements	
5.1Federal 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
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



## **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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**Test Report No.: 158277008a 001** Page 7 of 16

# 2.ASTM F963-17: Flammability on solids and soft toys

### **Test result:**

Т	Test No: T001
Mate	erial 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 lnch/sec.

**Abbreviation:** IBE = Ignite But Self-extinguish



Page 8 of 16

# 3.ASTM F963-17 Sect. 4.3.5.1, CPSIA Sect 101, and Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): Total lead content in paint and coating materials

Test method: CPSC-CH-E1003-09.1 (Microwave method)

### Test result:

Test No.	Material No.	Test Parameter	Unit	RL	Regulatory Requirement	Test Result
T001	M002	Lead Content	ppm	10	90	< RL
T002	M003	Lead Content	ppm	10	90	< RL
T003	M004	Lead Content	ppm	10	90	< RL
T004	M005	Lead Content	ppm	10	90	< RL
T005	M006 + M013	Lead Content	ppm	10	90	< RL
T006	M007	Lead Content	ppm	10	90	< RL
T007	M008	Lead Content	ppm	10	90	< RL
T008	M009	Lead Content	ppm	10	90	< RL
T009	M010 + M019	Lead Content	ppm	10	90	< RL
T010	M011	Lead Content	ppm	10	90	< RL
T011	M012	Lead Content	ppm	10	90	< RL
T012	M014	Lead Content	ppm	10	90	< RL
T013	M015 + M018	Lead Content	ppm	10	90	< RL
T014	M016	Lead Content	ppm	10	90	< RL
T015	M017	Lead Content	ppm	10	90	< RL
T016	M020 + M021	Lead Content	ppm	10	90	< RL
T017	M022	Lead Content	ppm	10	90	< 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



Page 9 of 16

4.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	M023 + M024 + M025	Lead Content	ppm	10	100	< RL
T002	M026 + M027	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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Page 10 of 16

# 5.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:

		[mg/kg]										
		Sb	As	Ba	Cd	Cr	Pb	Hg	Se			
		Maximum Permissible Limit of Any Toy Materials except Modelling Cl										
Test	Material	60	25	1000	75	60	90	60	500			
No.	No.					Limit of M		•				
		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	2.6	< RL	< RL	< RL	< RL	< RL			
T002	M003	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL			
T003	M004	< RL	< RL	7.4	< RL	< RL	< RL	< RL	< RL			
T004	M005	< RL	< RL	4.6	< RL	< RL	< RL	< RL	< RL			
T005	M006	< RL	< RL	16.2	< RL	< RL	< RL	< RL	< RL			
T006	M007	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL			
T007	M008	< RL	< RL	8.9	< RL	< RL	< RL	< RL	< RL			
T008	M009	< RL	< RL	18.3	< RL	< RL	< RL	< RL	< RL			
T009	M010	< RL	< RL	3.7	< RL	< RL	< RL	< RL	< RL			
T010	M011	< RL	< RL	6.1	< RL	< RL	< RL	< RL	< RL			
T011	M012	< RL	< RL	5.7	< RL	< RL	< RL	< RL	< RL			
T012	M013	< RL	< RL	3.3	< RL	< RL	< RL	< RL	< RL			
T013	M014	< RL	< RL	3.6	< RL	< RL	< RL	< RL	< RL			
T014	M015	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL			
T015	M016	< RL	< RL	5.6	< RL	< RL	< RL	< RL	< RL			
T016	M017	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL			
T017	M018	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL			
T018	M019	< RL	< RL	28.8	< RL	< RL	< RL	< RL	< RL			
T019	M020	< RL	< RL	2.9	< RL	< RL	< RL	< RL	< RL			
T020	M021	< RL	< RL	7.9	< RL	< RL	< RL	< RL	< RL			
T021	M022	< RL	< RL	2.8	< RL	< RL	< RL	< RL	< RL			
T022	M023	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL			
T023	M024	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL			
T024	M025	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL			
T025	M026	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL			
T026	M027	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL			



Test Report No.: 158277008a 001 Page 11 of 16

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	Ва	Cd	Cr	Pb	Hg	Se
Analytical Correction (in %)	60	60	30	30	30	30	50	60



Page 12 of 16

## 6.Phthalates content

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

# **Test Result:**

	T001	T002	T003			
	rial No.	M002	M003	M004		
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, 68515-48-0	%	0.01	< RL	< RL	< RL
Diisodecyl phthalate (DIDP)	26761-40-0, 68515-49-1	%	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: CPSIA Section 108 as ame	nded by 16 Cl	R 1307	;	Pass	Pass	Pass
Conclusion: CA Prop 65 DEHP, BBP, D	BP, DIDP and	DnHP (	content	Pass	Pass	Pass

	T004	T005	T006			
	M005	M006 +	M007			
					M013	
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)	84-61-7	%	0.01	< RL	< RL	< RL
Conclusion: CPSIA Section 108 as ame	Pass	Pass	Pass			
Conclusion: CA Prop 65 DEHP, BBP, DI	BP, DIDP and	DnHP o	content	Pass	Pass	Pass



Page 13 of 16

			est No.	T007	T008	T009
		Mate	rial No.	M008	M009	M010 +
						M019
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, 68515-48-0	%	0.01	< RL	< RL	< RL
Diisodecyl phthalate (DIDP)	26761-40-0, 68515-49-1	%	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: 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	
		Т	est No.	T010	T011	T012
			rial No.	M011	M012	M014
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, 68515-48-0	%	0.01	< RL	< RL	< RL
Diisodecyl phthalate (DIDP)	26761-40-0, 68515-49-1	%	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: 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	



Page 14 of 16

				T040	T044	T045
			est No. rial No.	T013 M015 +	T014 M016	T015 M017
		iviate	iiai ivo.	M018	IVIOTO	IVIOTA
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, 68515-48-0	%	0.01	< RL	< RL	< RL
Diisodecyl phthalate (DIDP)	26761-40-0, 68515-49-1	%	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: 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	
Test No.				T016	T017	T018
Material No.			M020 + M021	M022	M023 + M024 +	
T . D	04040	11.4	- DI		D 1	M025
Test Parameter Diethylhexyl phthalate (DEHP)	CAS NO 117-81-7	Unit %	RL 0.01	Result < RL	Result < RL	Result < 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	70	0.01	< KL	< KL	< KL
Diisodecyl phthalate (DIDP)	26761-40-0, 68515-49-1	%	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: CPSIA Section 108 as amended by 16 CFR 1307				Pass	Pass	Pass
Conclusion: CPSIA Section 108 as an	lended by 16 Cr	11 1307		rass	r ass	r ass
Conclusion: CPSIA Section 108 as an Conclusion: CA Prop 65 DEHP, BBP,	,			Pass	Pass	Pass



Test Report No.: 158277008a 001 Page 15 of 16

	T019 M026 +			
Test Parameter	CAS NO	Unit	RL	M027 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, 68515-48-0	%	0.01	< RL
Diisodecyl phthalate (DIDP)	26761-40-0, 68515-49-1	%	0.01	< RL
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)	84-61-7	%	0.01	< RL
Conclusion: CPSIA Section 108 as ame	Pass			
Conclusion: CA Prop 65 DEHP, BBP, D	Pass			

**Abbreviation:** < = less than

RL = Reporting Limit % = percentage

## Remark:

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 o	r childcare art	icle:
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

<sup>1,000</sup>ppm (0.1%) each as quoted from County of Alameda Case No. BG-07350969



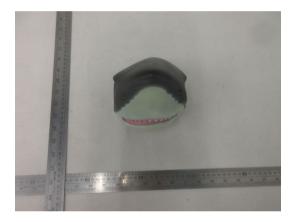
Page 16 of 16

# Sample Photos















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

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

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

The contract of the purpose of a daily use.

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

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

Unless otherwise agreed, all quotations submitted by TÜV Rheinland can be changed by TÜV Rheinland without notice prior to its acceptance and confirmation by the other party.

### Coming into effect and duration of contracts

Coming into effect and duration of contracts

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

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### Scope of services

Scope of services

The scope and type of the services to be provided by TUV. Rhankand shall be specified in the contractually agreed services scope of TUV Rhankand exists, then the written confirmation of code by TUV. Rhankand shall be sopped to the scope of TUV Rhankand exists, then the written confirmation of orde by TUV Rhankand shall be decisive for the service to be provided. Unless otherwise agreed, services beyond the scope of the translation for the scope of the scope of the instance of the scope of the instance of the scope of the scope

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

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Performance periods/dates

The contractually agreed periods/dates of performance are based on estimates of the work involved which are prepared in line with the details provided by the client. They shall only be binding if being confirmed as binding by TUR Perheland in writing, das hall not commence until the Internal Periods of the periods of agreed periods/dates of performance not caused by TUV Rheinland.

Articles 5.1 and 5.2 also apply, even whole vegrees approval by the cellent, to all extensions of agreed periods/dates of performance not caused by TUV Rheinland. TUV Rheinland in the report of the periods of the period of the periods of t

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

The client shall guarantee that all cooperation required on its part, its agents or third parties will be provided in good time and at no cost to TÜV Rheinland.

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

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

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

Prices

If the scope of performance is not laid down in writing when the order is placed, invoicing shall be based on costs actually incurred. If no price is agreed in writing, invoicing shall be made in accordance with the price is sto TIV Priheinland valid at the time of performance. Unless otherwise agreed, work shall be invoiced according to the progress of the work.

Unless otherwise agreed, work shall be invoiced according to the progress of the work. If the execution of an order decides over more than one month and the value of the contract or the agreed fased price exceeds 22,000.00 or equivalent value in local currency, TUV Rheinland may demand payments on account or in establishments.

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### Payment terms

invoice amounts shall be due for payment within 20 days of the invoice date without deduction receipt of the micros. No discounts and receipts of the micros. No discounts and receipts of the micros and client microse and client microse. If VID (President data) the entitled to client default freest at the building of the microse of

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

Season of payment, commencement of insolvency proceedings against the claim's assets or see in which the commencement of insolvency proceedings has been dismissed due to lock of

assets.

Objections to the invoices of TÜV Rheinland shall be submitted in writing within two weeks of receipt of the invoice.

TÜV Rheinland shall be entitled to demand appropriate advance payments.

TÜV Rheinland shall be entitled to raise its fees at the beginning of a month if overheads and/or purchase costs have increased. In this case, TÜV Rheinland shall notify the client in writing of the shall come into feel to purchase or contractive and the shall come into feel (period of notice of changes in fees). Then their lines remains under 5% per contractual year, the client shall not have the right to terminate the contract. If the rise in fees exceeds 5% per contractual year, the client shall be entitled to terminate the contract. If the rise in fees exceeds 5% per contractual year, the client shall be entitled to terminate the contract by the end of the period of notice of changes in fees. If the contract is not terminated, the changed fees shall be deemed to have been agreed upon by the time of the expiry of the notice period.

Only legally established and undisputed claims may be offset against claims by TÜV Rheinland. TÜV Rheinland shall have the right at all times to setoff any amount due or payable by the client including but not limited to setoff against any fees paid by the client under any contracts, agreement and/or orders/quotations reached with TÜV Rheinland.

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

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

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

During the Follow-Audit stage, if the client was unable to make use of the time windows provided for within the scope of a certification procedure for auditing/performance by TÜV Rheinland and the certificate is therefore to be withdrawn (e.g. performance of surveitance subsky) or if the client Rheinland is entitled to immediately charge a lump-sum compensation of 10% of the order amount as compensation for expenses. The client reserves the right to prove that the TÜV Rheinland has incurred no damage witatiosever or only a considerably lower damage than the above turns sum. Insolder as the client has undertaken in the contract to score services. TÜV Rheinland shall also be for expenses if the service is not called within one year after the order has been placed. The client reserves the right to prove that the TÜV Rheinland has incurred no damage whatsoever or only a considerably lower damage than the above mentioned lump sum. 9.5

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Confidentiality

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

documentation purposes required by laws, regulations and the requirements of working procedures of TUP Rheinland. From the start of the contract and for a period of three years after termination or expiry of the contract, the receiving party shall maintain strict secrecy of all confidential information and shall not disclose this information to any thirt parties or use if for itself.

### Copyrights and rights of use, publications

TÜV Rheinland shall retain all exclusive copyrights in the reports, expert reports/opinions, test reports/results, results, caciutations, presentations etc. prepared by TÜV Rheinland, unless otherwise agreed by the parties in a separate agreement. As the owner of the copyrights, TÜV Rheinland is free to grant others the right to use the work results for individual or all types of use

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

### Liability of TÜV Rheinland

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

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breach (reasonably foreseeable damages), urless any of the circumsuress beaution in the 122 agplies.

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

The limitation periods for claims for damages shall be based on statutory provisions. None of the provisions of this article 12 changes the burden of proof to the disadvantage of the client. 12.6 12.7

### Export control

When passing on the services provided by TÜV Rheinland or parts thereof to third parties in Greater China or other regions, the client must comply with the respectively applicable regulations of national and international export control law.

The performance of a contract with the client is subject to the proviso that there are no obstacles to performance due to national or international foreign trade legislations or embargos and/or sanctions. In the event of a violation, TÜV Rheinland shall be entitled to terminate the contract with immediate effect and the client shall compensate for the losses incured thereof by TÜV Rheinland.

Data protection notice

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

### Retention of test material and documentation

Retention of test material and documentation.

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

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

If reference samples or documentations are given to the client to be placed in storage at their premises, the reference samples or concumentations are the made available to TÜV Rheinland of making available the reference samples and/or concentrations are visit to the placed in storage at their premises, the reference samples are concernationally and a storage of the control of the cont 15.3

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Termination of the contract

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

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

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Hardship

The Parties are bound to perform their contractual duties even if events have rendered performance more onerous than could reasonably have been anticipated at the time of the conclusion of the

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

(ii) the continued performance of its contradual duties has become excessively orenous due to an event beyond in seasonable control which it could not reasonably have been expected to (b) it could not reasonably have been expected to (b) it could not reasonably have been expected for event on the control of the country of the country

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

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

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

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

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

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

in the case of TUV Rhenland in question being legally registered and existing in the Popule's Republic of China. to Chran International Economic and Times Architection Commission (CETAC) to submitted. The exhitation shall take piace in Seling, Shanghai, Sherchen or Chonging as appropriately chosen by the claiming pales of the specific contraction by the claiming pales or table in accordance with its their current Risks of Arbitration. The arbitration shall take place in Taple. If an accordance with its their current Risks of Arbitration, Teach force when the Nobleco in Taple. If the Arbitration shall take place in Taple. If the Arbitration shall take place in Hope Kong. The decision of the reviewal arbitration shall take place in Hope Kong. The decision of the reviewal arbitration there are the reviewal the Arbitration shall take place in Hope Kong. The decision of the reviewal table force of Arbitration shall take place in Hope Kong. The decision of the reviewal table force of Arbitration shall take place in Hope Kong. The decision of the reviewal table force of Arbitration shall take place in Hope Kong.