

Report No.: 326052013b 001 Page 1 of 9

Client: HAPE INTERNATIONAL (NINGBO)LTD

Contact Information: HAPPY ARTS&CRAFTS(NINGBO)CO.LTD

9-27NANHAI ROAD.DAGANG INDUSTRIAL

CITY.BEILUN, NINGBO. CHINA

Test item(s): Toy

Identification/ Refer to detail list

Model No(s):

Sample obtaining method: Sending by customer

Condition at delivery: Test item complete and undamaged.

Sample Receiving date: 2024-09-13

Testing Period:2024-09-13 to 2024-09-24Place of testing:Toys laboratory Shanghai

ASTM F963-23: Mechanical and physical
 ASTM F963-23: Flammability on solid and soft toys
 ASTM F963-23: Flammability on solid and soft toys
 Tracking label per CPSIA section 103 and ASTM F963-23 Section 5.1.2
 CPSC 16 CFR 1500.48, 1500.49, 1501 Mechanical and Physical Test
 Flammability Test of Rigid and Pliable Solids (Part 1500.3(C)(6)(VI) 16 C.F.R. PASS U.S.A.)

### Other information:

Country of Origin: China Sales Destination: Global Packaging provided: Yes

The provided age grade of the item: Over 36 months. The appropriate age grade of the item: Over 36 months.

The item was tested over 36 months.

For and on behalf

TÜV Rheinland ₄

2024-09-29

Date

Gary Zhu / Section Manager

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.



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Item-No	Item-No	<b>EN Item Description</b>	CN Item Description	Age
22411	B22411	FIND Monty retail	寻找蒙堤零售版本 FSC	3Y+
22451	B22451	Torreta-retail	海瑞塔-零售版本FSC	3Y+
22461	B22461	CANDY RETAIL	糖果游戏-零售版本 FSC	3Y+
22471	B22471	Shapy	形状游戏(彩盒装)FSC	3Y+
22481	B22481	Rondo Vario-retail	毛毛虫游戏-零售版本FSC	3Y+
22510	B22510	Tropicano	宝岛探险 FSC	3Y+





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**Material List:** 

Refer to detail list Item:

Material No.	Material	Color	Location
M001 Whole Product		multicolor	B22411
M002 Whole Product		multicolor	B22451
M003	Whole Product	multicolor	B22461
M004 Whole Product		multicolor	B22471
M005 Whole Product		multicolor	B22481
M006	Whole Product	multicolor	B22510





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## 1.ASTM F963-23: Mechanical and physical

### Test result:

Test No	: T001
Material No	: M001-M006
4. Safety requirements	
4.1 Material Quality (visual check)	PASS
4.6 Small Objects	PASS
4.7 Accessible Edges	PASS
4.8 Projections	PASS*1
4.9 Accessible Points	PASS
4.11 Nails and Fasteners	PASS*1
4.12 Plastic Film	PASS*2
5. Labeling Requirements	
5.1.2 Tracking Label	PASS
5.2 Age Grading Labeling	PASS
5.3 Safety Labeling Requirements	PASS
5.11 Small Objects, Small Balls, Marbles and Balloons	PASS
5.15 Promotional Materials	PASS
6. Instructional Literature 7. Producer's Markings	

# 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.

## Remark:

\*1 This clause is applicable to M006.

\*2 This clause is applicable to M005.





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## 2.ASTM F963-23: Flammability on solid and soft toys

### Test result:

Tes	st No: T001
Materia	al No: M001
4.2 Flammability on solids and soft toys	PASS

The burning rate of the most severe part = 0.015 lnch/sec\*.

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

Test No:	T002
Material No:	M002
4.2 Flammability on solids and soft toys	PASS

The burning rate of the most severe part = DNI

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

Test No:	T003
Material No:	M003
4.2 Flammability on solids and soft toys	PASS

The burning rate of the most severe part = 0.079 lnch/sec\*.

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

Test No	): T004
Material No	): M004
4.2 Flammability on solids and soft toys	PASS

The burning rate of the most severe part = 0.079 Inch/sec\*.

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

	Test No:	T005
	Material No:	M005
4.2 Flammability on solids and soft toys		PASS

The burning rate of the most severe part = DNI

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

	Test No:	T006
	Material No:	M006
4.2	Flammability on solids and soft toys	PASS

The burning rate of the most severe part = DNI

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

Abbreviation: DNI = Did Not Ignite / IBE = Ignite But Self-extinguish



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### 3.Tracking label per CPSIA section 103 and ASTM F963-23 Section 5.1.2

### **Test Result:**

	Test No:	T001
	Material No:	M001-M006
Present On Packaging		PASS
Present On Product		PASS

### Remark:

- If there is a tracking label on the product which is visible through disposable packaging, the packaging need not be marked.
- \*\* The correct adherence to all requirements according to CPSIA Tracking label in regards to the marking of:
  - (1) Manufacturer or private labeler name;
  - (2) Location and date of production of the product;
  - (3) Detailed information on the manufacturing process, such as a batch or run number, or other identifying characteristics; and,
  - (4) Any other information to facilitate ascertaining the specific source of the product; can only be confirmed by the manufacturer/trader/applicant. The presence of related information was assessed; however, they cannot be verified in the frame of this test.





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## 4.CPSC 16 CFR 1500.48, 1500.49, 1501 Mechanical and Physical Test

### Test result:

Test No.	Material No.	Description	Test Method	Result
T001	M001-M006	16 CFR 1500.48	Requirement for sharp points (0- 96 months)	PASS
			Requirement for sharp edges - metal or glass (0- 96 months)	PASS

### **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	ImpactTest	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





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## 5.Flammability Test of Rigid and Pliable Solids (Part 1500.3(C)(6)(VI) 16 C.F.R. U.S.A.)

### Test result:

Test No.	Material No.	Burn rate (inch/second)	Result
T001	M001	0.015	PASS
T002	M002	DNI	PASS
T003	M003	0.079	PASS
T004	M004	0.079	PASS
T005	M005	DNI	PASS
T006	M006	DNI	PASS

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

DNI = Did Not Ignite / Abbreviation: IBE = Ignite But Self-extinguish





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# Sample Photos



B22451



B22481



B22471



B22411



B22461



B22510



- END -



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

- Scope
  These General Terms and Conditions of Business of TUV Rheinland in Greater China ("GTCB") is made between the client and one or more member entities of TUV Rheinland in Greater China is applicable as the case may be ("I'UV Rheinland"). The Greater China hereof refers to the regions within the territories of China. The Client hereof includes:

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

  The following terms and conditions of proceedings of the contract under the applicable law. The following terms and conditions of provisions the vision and conditions of the contract under the applicable two. The following terms and conditions of the client daily strip calcillary services and similar services as well as an activate services information, deliveries and similar services as well as an activate services information, deliveries and similar services as well as an activate services and services and services are services as well as an activate services and services and services are services as well as an activate services and services and services are services as well as an activate services and services and services and services are services as well as an activate services and services are activated to the contract even if TUV Rheinland does not explainly object to them. In the context of an orgoging business relationship with the client, this CTGB shall also apply to future contracts with the client without TUV Rheinland having to refer to them separately in each individual case.
- (ii)
- 13

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 come into effect for the agreed terms upon the quotation letter of TÜV.

  Rhenland 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 ident instructs TÜV.

  Rheinland without receiving a quotation from TÜV Rheinland (quotation), TÜV Rheinland without receiving a quotation from TÜV Rheinland (quotation), TÜV Rheinland without receiving a quotation from TÜV Rheinland (quotation), TÜV Rheinland is, in its sole discretion, erfeitled to accept the order by giving written notice of such acceptance (including notice sent via effectronic means) or by performing the requested services.

  The contract term starts upon the coming into effect of the contract in sociodance with article 3.1 and shall continue for the term agreed in the contract.

  If the contract provides for an existenci of the common of the contract term, the contract term will be extended the contract term, the contract term will be extended month notice prior to the end of the contractual term.
- 3.3

- 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. It no such separate service scope of TÜV Rheinland ostaits, hen the written confirmation of order by TÜV Rheinland ostaits, hen the written confirmation of order by TÜV Rheinland ostaits, hen the written confirmation of order by TÜV Rheinland ostaits, hen the service description (e.g., checking the correctness and functionality of partie, products, proprocesses, installations, organizations not Island in the service description, as well as the intended use and application of such) are not owed. In particular, no responsibility is assumed for the design, selection of materials, construction or intended use of an examined part product, process or plant, unless this is expressly stated in the order.
- 4.3
- The agreed services shall be performed in compliance with the regulature is in a contract is entered into.

  TÜV Rheinland is entitled to determine, in its sole discretion, the method and nature of the assessment unbest scherwise agreed in writing or if mandatory provisions require a specific procedure to be followed.

  On execution of the Nette shall be no simultaneous assumption of any guarantee of the On execution of the willy) and working order of either tested or exemined parts nor 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. TÜV Rheinland shall assume no responsibility for the construction, selection of materials and assembly of installations examined, nor for the use and application in accordance with regulations, unless these questions are expressly covered by the contract.

- in particular, TÜV Rheinland shall assume no responsibility for the construction, selection of materials and assembly of installations examined, not for their use and application in accordance with requisitions, unless these questions are expressly covered by the contract.

  In the case of inspection work, TÜV Rheinland shall not be responsible for the accuracy or checking of the safety programmes or safety regulations on which the inspections are based, reading of the safety programmes or safety regulations on which the inspections are based, reading of the safety programmes or safety regulations on which the inspections are based, reading and the safety of the safety programmes or safety regulations on which the heapted service scope change after conclusion of the contract, with a written notice to the client, TÜV Rheinland shall be entitled to additional remumeration for resulting additional expenses.

  The services to be provided by TÜV Rheinland under the contract are agreed exclusively with the contract are safety of the safety of t

- 5.5
- 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 fleeing confirmed as binding by TUV Rehination to writing, shall not commence until the Archies 5.1 and 5.2 also apply, even whost or spread to the periods shall not commence until the Archies 5.1 and 5.2 also apply, even whost or express approval by the client, to all extensions of agreed periods/dates of performance not caused by TUV Rehelman. TUV Rehination and or responsible for a delay in performance, in particular if the client has not input to the periods of t
- to resume performance.

  The client is obliged to comply with legal, officially prescribed and/or by the accreditor prescribed deadlines, it is the client's obliged to comply with legal, afficially prescribed and/or by the accreditor prescribed deadlines. It is the client's responsibility to agree on performance dates with TUV Rheinland, which enable the client to comply with the legal and/or officially prescribed deadlines. TUV Rheinland assumes no responsibility in this respect unless TUV Rheinland expressly agreed in writing aspectically stating that enumpting the deadlines is the contractual obligation of TUV.

- 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  $T\bar{U}V$  Rheinland. 6.1
- Design documents, supplies, suxiliary 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 varrants that:

- b) the product, service or management system to be certified complies with applicable laws and regulations; and
- 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/centificates
- 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.

- 7.1
- If the scope of performance is not laid down in writing when the order is placed, invoicing shall be based on costs actually incurred. If no price is sagreed in writing, invoicing shall be made in accordance with the price list of TUV Phenianda valid at the time of performance. Unless otherwise agreed, work shall be invoiced according to the progress of the work. If the execution of an order actuation 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. TUV Rheinland may demand payments on account or in installments.

- All invoice amounts shall be due for payment within 30 days of the invoice date without deduction on receipt of the invoice. No discounts and rebates shall be granted. Payments shall be made to the basis, account of TUV Rhenland as indicated on the invoice, stating the invoice and client numbers. Stating the invoice and client numbers. Stating the invoice and client numbers. Stating the invoice and client numbers of the properties of the properties of the properties of the properties of the publicy amounted by a reputable commercial bank in the country where TUV Rheinland is located. At the same time, TUV Rheinland reserves the right to claim further demanges.
- applicable short term loan interest fave puocus princeres up a reposeer connected and the country where TUV Rheisland is located. At the same time, TUV Rheinland reserves the right the country where the term of the invoice despite being granted a reasonable grace period. TUV Rheinland shall be entitled to cancel the contract, withdraw the certificate, claim damages for non-performance and refuse to continue performance of the contract. The provisions set forth in article & I shall also apply in cases involving returned cheques, cessation of payment, commencement of insolvency proceedings against the claimst assets or contract to the contract of the contract of the contract of payment, commencement of insolvency proceedings against the claimst assets or contract of the contract of payment, commencement of insolvency proceedings against the claimst assets or contract of the contract
- ets.
  ections to the invoices of TÜV Rheinland shall be submitted in writing within two weeks of epit 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 heroteader. In this case, TÜV Rheinland shall notify the client in writing of the upper purchase to the proper purchase the propered purchase the proper purchase the proper purchase the proper pu

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 less goal by the client under any contracts agreement and or orders/quotations reached with TÜV Rheinland.

- 9.1
- Any part of the work result ordered which is complete in itself may be presented by 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 shall be deemed to have taken place two (2) weeks after completion and handover of the work, unless the client retures acceptance within this period stating at least one unfundental breach of contract by TÜV.
- Rheinland.

  The client is not entitled to refuse acceptance due to insignificant breach of contract by TÜV 
  Rheinland. 9.3
- Rheinland. If acceptance is 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 without (e.g. performance of surveillance audits), or if the client certification promoted the procedure of surveillance audits), or if the client certification shallow of the certification procedure of surveillance audits), or if the client certification is interested to extend the procedure of surveillance audits), or if the crief cannot as compensation for expenses. 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 lump sum.
- Rhehland has incurred no damage whatsoever or usy a wannounce, ..., above lump sum, ar as the client has undertaken in the contract to accept services, TUV Rheinland shall also be entitled to charge 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.

- dentiality

  For the purpose of these terms and conditions, "confidential information" means all know-how, trade secrets, documents, images, drawings, expertise, information, dais, test results, sports, and secrets, documents, images, drawings, expertise, information, dais, test results, sports, and marketing techniques and materials, tangible or intangible, that are supplied, transferred or indevise disclosed by one Party (the "disclosing party") to the other Party (the "receiving party"), in writing or orally, in printed or electronic format. Confidential information is expressly not the data and know-how collected, complete or otherwise disclosined by TD (Febrahard flore)-personal confidential information is expressly not the data and know-how collected, complete or otherwise disclosined by TD (Febrahard flore)-personal confidential information is expressly not the data and know-how collected, complete or otherwise disclosined by TD (Febrahard flore)-personal confidential information is disclosed party in the provision of services 10.2. The disclosing party shall mark all confidential information is disclosed orally, the receiving party shall be appropriately informed in advance and the disclosing party shall confirm in writing the confidential information is disclosed orally, the receiving party shall be appropriately informed in advance and the disclosing party shall confirm in writing the confidential information to make the client child and any confidential information to TDV Rheinland. Instead, the client shall avoid using any third party platform and/or system (e.g. Wechat, etc. Unauthorized by TDV Rheinland, bread of the client shall avoid unique grave the day transmits or otherwise discloses to the client shall avoid unique grave through the confidential information to TDV Rheinland. Instead, Landard and which is created during performance of work by TDV Rheinland. Instead, Landard shall be appropriately information and the disclosing party transmits or otherwise discloses to the caused by the adolesh
- 10.3
- 10.5 a)
- 10.7

# 11.1

- TÜV Rheinland shall retain all exclusive copyrights in the reports, expert reports/opinions, test reports/results, results, calculations, 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
- Rhehinal 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-sublicensable 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, export reports/opinions, test apports/results, results calculations, presentations etc. prepared within the scope of the contract for the contractually agreed purpose. subject to Mil proyment of the renumeration agreed in tenuous left of clause 11.2 of the GTCB is subject to Mil proyment of the renumeration agreed in tenuous left of the Client may only pass on the work results in Unless TUV Rheinland has given its provivation correct to the partial passing on of work results.
- 11.4
- work results in full unless 1UV Rhenland has given its pror written consent to the partial passing on I work results in Societies and public exploration of work results for schedinging purposes or any further use of Arry publication the exploitation of the work results for schedinging purposes or any further use of TVV Rhenland need the prior written approved to written approved to the prior written approved to the prior written approved to written approved to the written approved to written approved to the prior written approved to the prior

### Liability of TÜV Rheinland 12.1

- Liability of TÜV Rheinland

  Irraspective of the legal basis, to the fullest extent permitted by applicable law, in the event of a breach of contractual obligations or lord, the liability of TÜV Rheinland for all damages, bases and reimbursament of expenses caused by TÜV Rheinland, its legal representatives and/or employees shall be limited to: (i) in the case of a contract with a fleed overall feet, these times the representatives and/or employees shall be limited to: (ii) in the case of a contract expressly charged on a time and material basis, a maximum of 20,000 Euror equivalent amount in local currency; and (iv) in the case of a famawork agreement that provides for the possibility of placing individual orders, three times of Nowthatandriang the above, in the event that the total and accumulated liability calculation of the case of a contract expressly observed and accumulated intelligent amount in local currency, and total and accumulated lability of TÜV Rheinland shall be only limited to and shall not exceed the said 2.5 Million Euro or equivalent amount in local currency.

  In the case and the case of a contract expression of the case of the case

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 provisio that there are no obstacles to performance due to national or international foreign trade legislations or embargos and/or the performance due to national or international foreign trade legislations or embargos and/or the performance due to national or international foreign trade legislations or embargos and/or the performance of the national or international foreign trade legislations or embargos and/or the performance of the national or the performance of the performance of the national performance of the performance of the national performance of the performance of the performance of the national performance of the performance of 13.1

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 TÜV Rheinland processes personal data (including but not limited to penceal information) of the client and its related parties (including but not limited to the client and its related parties (including but not limited to the client and its related parties (including but not limited to the client client or process the personal data that the client collected or processes day itself and transferred to TÜV Rheinland. For certain services, we may also process sensitive personal data. TÜV Rheinland will use and process the data in accordance with the relavant legal basis. It any personal data has to be disclosed or transferred to any hird party or any overseas party outde of the data has be disclosed or transferred to any hird party or any overseas party outde of the data has be disclosed or transferred to any hird party or any overseas party outde of the data has be disclosed or transferred to any hird party or any overseas party outde of the data has be disclosed or transferred to any hird party or any overseas party outde of the data has be disclosed or transferred to any hird party or any overseas party outde of the data has be disclosed or transferred to any hird party or any overseas party outde of the data has be disclosed or transferred to any hird party or any overseas party outde of the data has been depended to the data of the personal data. The personal subject to the data subject. TÜV Rheinland will early outdened to the processing plant the right to revoke their consent at any time with effect for the future, as well as the right to file a complaint with the content of the processing plant and protection information. You can contact the Group Data Protection Officer of TÜV Rheinland W. Jernal at datasynotection followers or by poot at the following address: TÜV Rheinland W. Jernal and data protection officers. Am Grauen Stein, \$1105 Cologne, Germany.

- 15.2
- tion 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 experies. The only exceptions are test stating requirement with the client.

  In storage or the basis of sistutions requirement with the client in storage on the basis of sistutions regulations or of another agreement with the client.

  Charges apply if the test samples are stored at the premises of TÜV Rheinland. The cost of placing a test sample into storage will be disclosed to the client in the quotation. 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 ander documentation, any liability claims for material and pecuniary damage resulting from the respective testing and certification that is brought forward by the client against TUV Rheinland as allow olded.

  The retention period for the documentation shall be 10 (ten) years after the expiry of the test mark and GS mat contributions. The cost of the handover and dispatch of the test samples for storage on the client's premises are more by the client against will be liable for the loss of test samples or reference samples from the laboratories or warehouses of TUV Rheinland only in case of gross negligence.

- Ination of the contract

  Nowthstanding clause 3.3 of the GTCB, TÜV Rheinland and the client are entitled to terminate the contract in set entitley or, in the case of services combined in one contract, each of the combined parts of the contract in set entitley or, in the case of services combined in one contract, each of the combined parts of the contract individually and independently of the contract, each of the combined parts of the contract individually and independently of the contract, each of the contract with six (8) months individually and independently of the contract individually and to a loss or a suspension of its accreditation or notification.

  For good causes, TÜV Rheinland may consider giving a written notes to the client to terminate the contract without bearing any liabilities and the client shall pay the relevant service less for the contract without bearing any liabilities and the client shall pay the relevant service less for the services provided by TÜV Rheinland due to the termination due to the contract. The discression as the conditions within the company which are relevant for cordification or size of such changes;

  b) the client does not immediately notly TÜV Rheinland or changes in the conditions within the company which are relevant for cordification mark or uses it is violation of the contract.

  b) the client misuses the certificate or certification mark or uses it is violation of the contract.

  c) a substantial deterioration of the financial circumstances of the client occurs and as a result the payment claims of TÜV Rheinland under the contract are considerably endangered and TÜV Rheinland cannot reasonably be expected to contribute or considerably endangered and TÜV Rheinland cannot contract the contract and the contract of the contract the contract of the contract of the contract that the contract of the contract of the contract of the contract of the sevent of

- Majoura\*

  Majour

- 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 ones than could reasonably have been anticipated at the time of the conclusion of the Monthitstanding paragraph 1 of this Clause, where a Party proves that:

  (a) the continued performance of its contractual duties has become excessively onerous due to an event beyond its reasonable control which it could not reasonably have been expected to have taken into account at the time of the conclusion of the contract and that its corresponders, the Parties are (b) it could not reasonably here aexided or overcome the event or its engolistic elementate contractual terms which reasonably allow to overcome the consequences of the event.

  Where Clause 182 applies, but where the Parties have been unable to agree alternative contractual terms as provided in that paragraph, the Party mixed pits Clause is entitled to terminate the contract, but cannot request adaptation by the judge or arbitrator without the agreement of the other.

- 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 less terms and conditions be Should one or several of the provisions under the contract and/or less terms and conditions to the state of the several orders of the several orders and the content of the results provision in legal and commercial terms.

  Unless otherwise stipulated in the contract, the governing law of the contract and these terms and conditions shall be chosen following the rules as below.

  Unless otherwise stipulated in the contract, the governing law of the contract and the settlems and conditions shall be chosen following the rules as below.

  It is not the contracting parties hereby agree that the contract and these terms and conditions shall be governed by the laws of the People's Republic of China.

  It TUV Rheeland in question is legally registered and existing in Taiwan, the contracting parties hereby agree that the contract and these terms and conditions shall be governed by the laws of the People's Republic of China. 19.2 19.3

- ITUV Rheritiand in question is legally registered and existing in 1-mm.

  The hereby agree that the contract and these terms and conditions shall be governed by the laws of Takwar.

  It TOV Rheritind in question is legally registered and existing in Hong Kong, the contracting is TOV Rheritind in 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 seputated in the contract, if no cellement or no agreement in respect of the Unless otherwise seputated in the contract, and the contract and the settled friendly through negotiations.

  The contract is the submitted of the strength of the strength