

Report No.: **326052016a 001**

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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/
Model No(s): **Refer to detail list**

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 2024-09-24**

Place of testing: **Toys laboratory Shanghai**

Test Specification:

1. EN 71-1:2014+A1:2018 Mechanical and physical properties
2. 2009/48/EC CE marking
3. 2009/48/EC Labeling Requirement
(Importer/ Manufacturer Mark, Product Identification, Washing/ Cleaning instruction)
4. EN 71-2:2020 Flammability

Test result:

PASS

PASS

Please refer to result page

PASS

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 for: Over 36 months.

For and on behalf of
TÜV Rheinland (Shanghai) Co., Ltd.



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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22571	B22571	Legolino-retail	小号七巧板-零售版本	3Y+
22614	B22614	Cookie Doo	幸运曲奇FSC	3Y+
22700	B22700	Happy Magic	女巫厨房-零售版本	3Y+
22701	B22701	Hexenküche	女巫厨房 FSC	3Y+
22710	B22710	Happy Farm	快乐农场 (2015版) FSC	3Y+
22790	B22790	TempoToni	奶酪大侦探	3Y+



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Material List:

Item: Refer to detail list

Material No.	Material	Color	Location
M001	Whole Product	multicolor	B22571
M002	Whole Product	multicolor	B22614
M003	Whole Product	multicolor	B22700
M004	Whole Product	multicolor	B22701
M005	Whole Product	multicolor	B22710
M006	Whole Product	multicolor	B22790



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

	Test No:	T001
	Material No:	M001-M006
4. General requirements		
4.1 Material cleanliness		PASS
4.7 Edges		PASS
4.8 Points and metallic wires		PASS
6. Packaging		PASS*1
7. Warnings, markings and instructions for use		
7.1 General		PASS
7.2 Toys not intended for children under 36 months		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.

Remark:

*1 Clause 6 of EN71-1 only apply to M001,M003,M005.



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2. 2009/48/EC CE Marking
Test result:

	Test No:	T001
	Material No:	M001-M006
CE-marking		PASS

3. 2009/48/EC Labeling Requirement (Importer/ Manufacturer Mark, Product Identification, Washing/ Cleaning instruction)
Test result:

	Test No:	T001
	Material No:	M001-M006
Importer/ Manufacturer Mark (European Company name and address)+		Present on Package and Prdocut*1
Product Identification - type, batch, serial or model number+		Present on Package and Prdocut*1

Remark:

*1 M002-M004 only present on Package.

+ These labeling shall be indicated on the toy, or where that is not possible, on its packaging or in a documents accompanying the toys.

The correct adherence to all requirements according to directive 2009/48/EC in regards to the marking (name or trademark and contact address of the manufacturer respectively the marking for identification [type, batch, model or serial no.]) of the toy can only be confirmed by the manufacturer, his delegate or the person who brings it onto the market. The marked article were assessed, however, they can not be evaluated in the frame of this test.



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4. EN 71-2:2020 Flammability**Test result:**

	Test No:	T001
	Material No.	M001-M006
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.



Sample Photos



B22614



B22710



B22701



B22571



B22790



B22700

- END -



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

1. Scope

1.1 These General Terms and Conditions of Business of TÜV Rheinland in Greater China ("GTBCB") is made between the client and the provider of TÜV Rheinland in Greater China as applicable as the case may be ("TÜV Rheinland"). The Greater China here refers to the regions within the territories of China. The client hereby indicates:

(i) a natural person capable to form legally binding contracts under the applicable laws who concludes the contract for the purpose of the use of TÜV Rheinland in Greater China, or

(ii) the incorporated or unincorporated entity duly organized, validly existing and capable to form legally binding contracts under the applicable law.

1.2 The following terms and conditions apply to agreed services including consultancy services, information, deliveries and similar services as well as ancillary services and other secondary obligations provided within the scope of contract performance.

1.3 Any standard terms and conditions of the client if any nature shall not apply and shall hereby be expressly excluded. No standard contractual terms and conditions of the client shall form part of the contract even if TÜV Rheinland does not explicitly object to them.

1.4 In the context of an ongoing business relationship with the client, this GTBCB shall also apply to future contracts with the client without TÜV Rheinland having to refer to them separately in each individual case.

2. Quotations

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

3. Coming into effect and duration of contracts

3.1 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 the receipt requested by the client being carried out by TÜV Rheinland. If the client instructs TÜV Rheinland without receiving a quotation from TÜV Rheinland (quotation), TÜV Rheinland is, in its sole discretion, entitled to accept the order by giving written notice of such acceptance (including notice sent via electronic means) or by performing the requested services.

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

3.3 If the contract provides for an extension of the contract term, the contract term will be extended by the term provided for in the contract and shall be terminated in writing by either party with a three-month notice prior to the end of the contractual term.

4. Scope of services

4.1 The scope and type of the services to be provided by TÜV Rheinland shall be specified in the contractually agreed service scope of TÜV Rheinland by both parties. If no such separate service scope of TÜV Rheinland exists, then the written confirmation of order by TÜV Rheinland shall be decisive for the services to be provided. Unless otherwise agreed, services beyond the scope of the service description (e.g. checking of certificates, parts, products, processes, installations, organizations not listed in the service description, as well as the intended use and application of such) are not covered. In particular, no responsibility is assumed for the design, selection of materials, construction or intended use of an examined part, product, process or plant, unless this is expressly stated in the order.

4.2 The agreed services shall be performed in compliance with the regulations in force at the time the contract is entered into.

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

4.4 On execution of the work there shall be no simultaneous assumption of any guarantee of the correctness (proper quality) and working order of either tested or examined parts nor of the installation as a whole, its upstream and/or downstream processes, organizations, use and application in accordance with regulations, nor of the systems on which the installation is based. In particular, TÜV Rheinland shall assume no responsibility for the construction, selection of design, installation or maintenance of the installations examined, nor for their use and application in accordance with regulations, unless these questions are expressly covered by the contract.

4.5 In the case of inspection work, TÜV Rheinland shall not be responsible for the accuracy or checking of the safety programmes or safety regulations on which the inspections are based, unless otherwise expressly agreed in writing.

4.6 If mandatory legal regulations and standards or official requirements for the agreed service scope change after conclusion of the contract, with a written notice to the client, TÜV Rheinland shall be entitled to additional remuneration for resulting additional expenses.

4.7 The services to be provided by TÜV Rheinland under the contract are agreed exclusively with the client. A contract of third parties with the services of TÜV Rheinland, as well as making available of and justifying confidence in the work results (test reports and test results, expert reports, etc.) is not part of the agreed services. This also applies if the client passes on work results - in full or in part - to third parties in accordance with clause 11.4.

4.8 The client understands and agrees that in order to perform the contract with TÜV Rheinland, the client may need to sign one or more contracts/agreements with a/more third party(ies) and establish legal relationships with those third party(ies) according to such contracts/agreements. TÜV Rheinland is not responsible for the legal relationship between the client according to this contract and the direct services actually to be provided by our company in the service process. If the relevant services are not directly provided by TÜV Rheinland (including but not limited to any testing and certification services) to be provided by third parties, the client's responsibility and/or risk for any services to be provided by any third parties (including but not limited to the testing and/or certification services to be entrusted and/or applied for by our company on behalf of the client to testing and/or certification bodies, agency services provided by any other third party(ies), etc.). Besides, the client shall be liable in accordance with the relevant laws and regulations and/or the terms under the contract. If the client is required to conduct any annual renewal/surveillance of the installations and/or certification services results and pay additional fees in accordance with the relevant laws and regulations or the testing and certification rules, such fees are not within the scope of the contract price, the client shall timely perform the obligation to pay the fees and/or to make the corresponding fees.

4.9 For the service contract agreed in the contract, if the client requires TÜV Rheinland to deliver relevant test samples, data, etc. to any overseas laboratory or other places or sites to be designated by the client, TÜV Rheinland shall not take any responsibility for any problems during such delivery and the transportation process (including but not limited to any loss or damages of the samples and/or the materials, etc.). Besides, the relevant freight fees shall be borne by the client.

5. Performance periods/dates

5.1 The contractually agreed periods/dates of performance are based on estimates of the work involved which are prepared in line with the details provided by the client. They shall only be binding if being confirmed as binding by TÜV Rheinland in writing.

5.2 If binding periods of performance have been agreed, these periods shall not commence until the client has submitted all required documents to TÜV Rheinland.

5.3 Articles 5.1 and 5.2 also apply, even without express agreement by the client, to all extensions of agreed periods/dates of performance not caused by TÜV Rheinland.

5.4 TÜV Rheinland is not responsible for a delay in performance, in particular if the client has not fulfilled his duties to cooperate with clause 6.1 or has not done so in time and, in particular, has not provided TÜV Rheinland with all documents and information required for the performance of the service as specified in the contract.

5.5 If the performance of TÜV Rheinland is delayed due to unforeseeable circumstances such as force majeure, strikes, business disruptions, governmental regulations, transport obstacles, etc., TÜV Rheinland is entitled to postpone performance for a reasonable period of time which corresponds at least to the duration of the hindrance plus any time period which may be required to resume performance.

5.6 If the client is obliged to comply with legal, officially prescribed and/or by the accreditor prescribed deadlines, in the event of a delay in performance, the client shall be liable for the consequences which enable the client to comply with the legal and/or officially prescribed deadlines. TÜV Rheinland assumes no responsibility in this respect unless TÜV Rheinland expressly agreed in writing specifically stating that ensuring the deadlines is the contractual obligation of TÜV Rheinland.

6. The client's obligation to cooperate

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

6.2 Design documents, supplies, auxiliary staff, etc. necessary for performance of the services shall be made available free of charge by the client. Moreover, collaborative action of the client must be undertaken in accordance with legal provisions, standards, safety regulations and accident prevention instructions. And the client represents and warrants that:

a) it has required statutory qualifications;

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

c) it doesn't have any legal and dishonest behaviours or is not included in the list of Enterprises with Serious Illegal and Dishonest Acts (People's Republic of China).

If the client breaches the aforesaid representations and warranties, TÜV Rheinland is entitled to immediately terminate the contract/order without prior notice; and ii) withdraw the issued testing reports/certificates if any.

6.3 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. Prices

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 agreed in writing, invoicing shall be made in accordance with the price list of TÜV Rheinland valid at the time of performance.

7.2 Unless otherwise agreed in writing, the price shall be in the local currency of the work.

7.3 If the 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 payments on account or in instalments.

8. Payment terms

8.1 All invoice amounts shall be due for payment within 30 days of the invoice date without deduction on receipt of the invoice. No discounts and rebates shall be granted.

8.2 Payments shall be made to the bank account of TÜV Rheinland as indicated on the invoice, stating the invoice and client numbers.

8.3 In cases of default of payment, TÜV Rheinland shall be entitled to claim default interest at the applicable short term interest rate publicly announced by a reputable commercial bank in the country where TÜV Rheinland is located. At the same time, TÜV Rheinland reserves the right to claim further damages.

8.4 Should the client default in payment of the invoice despite being granted a reasonable grace period, TÜV Rheinland shall be entitled to cancel the contract, withdraw the certificate, claim damages for non-performance and refuse to continue performance of the contract.

8.5 The provisions set forth in article 8.4 shall also apply in cases involving returned cheques, cessation of payment, commencement of insolvency proceedings against the client's assets or cases in which the commencement of insolvency proceedings has been dismissed due to lack of assets.

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

8.7 TÜV Rheinland shall be entitled to demand appropriate advance payments.

8.8 TÜV Rheinland shall be entitled to raise its fees at the beginning of a month if overheads and/or purchase costs have increased. In this case, TÜV Rheinland shall notify the client in writing of the rise in fees. This notification shall be issued one month prior to the date on which the rise in fees shall come into effect (period of notice of changes in fees). If the contract is terminated under 2% 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 by the end of the period of notice of changes in fees. If the contract is not terminated, the rise in fees shall be deemed to have been agreed upon by the time of the expiry of the notice period.

8.9 Only legally established and undisputed claims may be offset against payments by TÜV Rheinland.

8.10 TÜV Rheinland shall have the right at all times to set off any amount due or payable by the client, including but not limited to set-off against any past due by the client under any contracts, agreement and/or orders/quotations reached with TÜV Rheinland.

9. Acceptance of work

9.1 Any part of the work required or 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.

9.2 If acceptance is required 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 refuses acceptance within this period stating at least one fundamental breach of contract by TÜV Rheinland.

9.3 The client is not entitled to refuse acceptance due to insignificant breach of contract by TÜV Rheinland.

9.4 If acceptance is excluded according to the nature of the work performance of TÜV Rheinland, the completion of the work shall take place.

9.5 During the Follow-Up stage, 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 surveillance audits), or if the client cancels or postpones a confirmed audit (e.g. performance of surveillance audits), TÜV Rheinland is entitled to immediately charge a lump-sum compensation of 10% of the order amount as compensation for expenses. The client reserves the right to prove that the TÜV Rheinland has incurred no damage whatsoever or only a considerably lower damage than the above lump sum.

9.6 Insofar as the client has undertaken in the contract to accept services, TÜV Rheinland shall also be entitled to claim the same damages in the event of damages in the form of a lump-sum compensation for expenses if the service is not called within one year after the order has been placed. The client reserves the right to prove that the TÜV Rheinland has incurred no damage whatsoever or only a considerably lower damage than the above mentioned lump sum.

10. Confidentiality

10.1 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, project documents, pricing and financial information, customer and supplier information, and marketing technology applied by the client or by TÜV Rheinland, or by the client or by the client or otherwise disclosed by one Party (the "disclosing party") to the other Party (the "receiving party"), in writing or orally, in printed or electronic form. Confidential information is expressly not the data and know-how or other technical information of the disclosing party which is not intended and not proprietary to the client) with the scope of the provision of services by TÜV Rheinland. TÜV Rheinland is entitled to store, use, further develop and pass on the data obtained in connection with the provision of services for the purposes of developing new services, improving services and analysing the provision of services. 10.2 The disclosing party shall mark all confidential information disclosed in written form as confidential before passing it onto the receiving party. The same applies to confidential information transmitted by e-mail. If confidential information is disclosed orally, the receiving party shall be appropriately informed in advance and the disclosing party shall confirm in writing the confidentiality nature of the information within five working days of oral disclosure. Where the disclosing party does not do so within the specified period, the receiving party shall not take any confidentiality obligations hereunder towards such information. The client shall avoid using any third party platform and/or system (e.g. Wechat, etc.) authorized by TÜV Rheinland to disclose confidential information. The disclosing party shall send any confidential information to company email of TÜV Rheinland employees through its company email. If the client suffers from any losses or damages due to any theft or leakage of data caused by the adoption of the disclosing party's platform and/or system, the disclosing party shall be held liable for the damages. The disclosing party shall be held liable for the damages mentioned above, TÜV Rheinland shall be waived for any compensation liabilities.

10.3 All confidential information which the disclosing party transmits or otherwise discloses to the receiving party and which is created during performance of the contract shall be confidential and may only be used by the receiving party for the purposes of performing the contract, unless expressly otherwise agreed in writing by the disclosing party.

10.4 The client may not copy, distribute, publish or otherwise disclose by the receiving party, unless this is necessary for fulfilling the purpose of the contract or TÜV Rheinland is required to pass on confidential information, inspection reports or documentation to the government authorities, public bodies, accreditation bodies or third parties and/or to the media. If the client is required to do so, the client shall be held liable for the damages. The disclosing party shall be held liable for the damages mentioned above, TÜV Rheinland shall be waived for any compensation liabilities.

10.5 The receiving party may disclose any confidential information received from the disclosing party only to those of its employees who need this information to perform the services required for the fulfilment of the contract. The receiving party shall be held liable for the damages mentioned above, TÜV Rheinland shall be waived for any compensation liabilities.

10.6 The receiving party shall be held liable for the damages mentioned above, TÜV Rheinland shall be waived for any compensation liabilities.

10.7 If the client is required to disclose confidential information to the government authorities, public bodies, accreditation bodies or third parties and/or to the media, the disclosing party shall be held liable for the damages mentioned above, TÜV Rheinland shall be waived for any compensation liabilities.

10.8 The receiving party shall be held liable for the damages mentioned above, TÜV Rheinland shall be waived for any compensation liabilities.

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14. **Data protection notice**

The client understands and agrees that TÜV Rheinland processes personal data (including but not limited to personal information) of the client and its related parties (including but not limited to the supplier of the client) for the purpose of the performance of this contract. The client confirms that it has obtained the prior consent of the data subject, which entitles TÜV Rheinland to access, use, or process the personal data that the client collected or processed by itself and transferred to TÜV Rheinland. For certain services, TÜV Rheinland may also process personal data of the client. TÜV Rheinland will use and process the data in accordance with the relevant legal basis. If any personal data has been disclosed or transferred to any third party or any overseas party outside of the district in which the personal data was collected, the client also confirms that it has obtained the prior consent of the data subject. TÜV Rheinland will carry out cross-border data transmission and protect the data in compliance with the privacy and personal data security related laws and regulations in China and the local country. TÜV Rheinland will take measures to avoid any leakage, abuse, manipulation, damage or unauthorized access of personal data. The personal data will be deleted immediately as soon as a corresponding reason for deletion arises. Data subjects may exercise the following rights: right of information, right of decision, right of rectification, right of deletion, right of processing limitation, right of objection, right of data transferability. In addition, persons concerned by the data processing have the right to revoke their consent at any time with effect for the future, as well as the right to file a complaint with the competent data protection supervisory authority. For further details on the processing of personal data by TÜV Rheinland as the personal responsible or contract processor, please refer to the respective data protection information. You can contact the Group Data Protection Officer of TÜV Rheinland by e-mail at dataprotection@tuv.com or by post at the following address: TÜV Rheinland AG, c/o Group Data Protection Officer, Am Grauen Stein, 51106 Cologne, Germany.

15. Retention of test material and documentation

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

15.2 Charges apply if the test samples are stored at the premises of TÜV Rheinland. The cost of placing a test sample into storage will be disclosed to the client in the quotation.

15.3 The client understands and agrees that TÜV Rheinland may be placed in storage at their premises, the relevant samples or documents must be made available to TÜV Rheinland upon request promptly and free of charge. If the client, in response to such a request, is incapable of making the samples or documents available, TÜV Rheinland may be placed in storage for material and pecuniary damage resulting from the respective testing and certification that is brought forward by the client against TÜV Rheinland shall be voided.

15.4 The client understands and agrees that TÜV Rheinland may be placed in storage for material and pecuniary damage resulting from the respective testing and certification that is brought forward by the client against TÜV Rheinland shall be voided.

15.5 The client understands and agrees that TÜV Rheinland may be placed in storage for material and pecuniary damage resulting from the respective testing and certification that is brought forward by the client against TÜV Rheinland shall be voided.

16. Termination of the contract

16.1 Notwithstanding clause 3.3 of the GTBCB, TÜV Rheinland and the client are entitled to terminate the contract in its entirety or, in the case of services, in part, if one of the combined parts of the contract individually and independently of the continuation of the remaining services with six (6) months' notice to the end of the contractually agreed term. The notice period shall be shortened to six (6) weeks in case TÜV Rheinland is prevented from performing the services due to a loss or suspension of its accreditation or notification.

16.2 For good cause, TÜV Rheinland may consider giving a written notice to the client to terminate the contract without being bound by any liabilities and/or claims for relevant service fees, but only for services provided by TÜV Rheinland due to the termination date of the contract. The aforesaid good causes include but not limited to the following:

a) the client does not fulfil its obligations under the contract; b) the client has failed to fulfil its obligations under the contract; c) the client has failed to fulfil its obligations under the contract; d) the client has failed to fulfil its obligations under the contract; e) the client has failed to fulfil its obligations under the contract; f) the client has failed to fulfil its obligations under the contract; g) the client has failed to fulfil its obligations under the contract; h) the client has failed to fulfil its obligations under the contract; i) the client has failed to fulfil its obligations under the contract; j) the client has failed to fulfil its obligations under the contract; k) the client has failed to fulfil its obligations under the contract; l) the client has failed to fulfil its obligations under the contract; m) the client has failed to fulfil its obligations under the contract; n) the client has failed to fulfil its obligations under the contract; o) the client has failed to fulfil its obligations under the contract; p) the client has failed to fulfil its obligations under the contract; q) the client has failed to fulfil its obligations under the contract; r) the client has failed to fulfil its obligations under the contract; s) the client has failed to fulfil its obligations under the contract; t) the client has failed to fulfil its obligations under the contract; u) the client has failed to fulfil its obligations under the contract; v) the client has failed to fulfil its obligations under the contract; w) the client has failed to fulfil its obligations under the contract; x) the client has failed to fulfil its obligations under the contract; y) the client has failed to fulfil its obligations under the contract; z) the client has failed to fulfil its obligations under the contract; aa) the client has failed to fulfil its obligations under the contract; ab) the client has failed to fulfil its obligations under the contract; ac) the client has failed to fulfil its obligations under the contract; ad) the client has failed to fulfil its obligations under the contract; 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