Test Report -Products



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Client: HAPE INTERNATIONAL (NINGBO) LTD.

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

9-27 NANHAI ROAD, DAGANG INDUSTRIAL CITY,

BEILUN, NINGBO, CHINA

Test item(s): Non toy: M001 & Toy: M002

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: 2024-10-18

Testing Period: 2024-10-18 to 2024-11-28

Place of testing: Chemical laboratory Suzhou, Toys laboratory Suzhou

Test Specification:

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

Other information:

Packaging provided: Artwork

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 of

TÜV Rheinland 🌠

2024-12-09

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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Test Result Summary:

XVII entry 51 and entry 52: Phthalates

Test Specification:	Test result:
1 EN 71-1:2014+A1:2018 Mechanical and physical properties (M001: By client's request, this product is tested as a non-toy. The labeling requirements of EN71 and 2009/48/EC do not apply.)	PASS
2 2009/48/EC CE marking	PASS
3 2009/48/EC Labeling Requirement (Importer/ Manufacturer Mark, Product Identification, Washing/ Cleaning instruction)	Please refer to result page
 4 - Physical and Mechanical Test - General Product Labeling - Flammability Test The above test(s) are tested per requested by applicant for "The General Product Safety Regulation (GPSR): (EU) 2023/988" 	PASS
5 EN 71-2:2020 Flammability	PASS
6 EN 71-3:2019+A1:2021 Migration of 19 Elements	PASS
7 Cadmium content according to Annex XVII Entry 23 of Regulation (EC) No 1907/2006 and its amendments	PASS
8 Polycyclic aromatic hydrocarbons (PAHs) - REACH regulation (EC) No. 1907/2006 with Amendment No. 552/2009· Annex XVII Item No. 50 and (EU) No.1272/2013	PASS
9 Pentachlorophenol (PCP), Tetrachlorophenol (TeCP) & Trichlorophenol (TriCP)	PASS
10 REACH regulation (EC) No. 1907/2006 and its amendment regulations on Annex	PASS





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Material List:

Item: Refer to detail list

Material No.	Material	Color	Location
M001	Whole Product	multicolor	68517
M002	Whole Product	multicolor	50700
M003	Coating	transparent	on wood, 68517&50700
M004	Plastic	transparent	tray, 68517
M005	Wood	nature	solid wood, 68517&50700
M006	Wood	nature	plywood, 50700
M007	Paper	brown	paper board, 50700
M009	Coating	green	on wood, 505700





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

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7.18 Toy scooters 7.19 Rocking horses and similar toys 7.20 Magnetic/ electrical experimental sets 7.21 Toys with electrical cables exceeding 300 mm in length 7.22 Toys with cords or chains intended for children of 18 months and over but under 36 months 7.23 Toys intended to be attached to a cradle, cot or perambulator 7.24 Sledges with cords for pulling 7.25 Flying toys 7.26 Improvised projectiles 7.27 In Material cleanliness 4.1 Material cleanliness 4.2 PASS 7. Warnings, markings and instructions for use 7.1 General	7.16 Toys intended to bear the mass of a child	NC*1
7.19 Rocking horses and similar toys 7.20 Magnetic/ electrical experimental sets 7.21 Toys with electrical cables exceeding 300 mm in length 7.22 Toys with cords or chains intended for children of 18 months and over but under 36 months 7.23 Toys intended to be attached to a cradle, cot or perambulator 7.24 Sledges with cords for pulling 7.25 Flying toys 7.26 Improvised projectiles Test No: Test No: Toulous Material No: 4. General requirements 4.1 Material cleanliness 4.7 Edges 4.8 Points and metallic wires 4.9 Protruding parts 7. Warnings, markings and instructions for use 7.1 General	7.17 Toys comprising monofilament fibres	NC*1
7.20 Magnetic/ electrical experimental sets 7.21 Toys with electrical cables exceeding 300 mm in length 7.22 Toys with cords or chains intended for children of 18 months and over but under 36 months 7.23 Toys intended to be attached to a cradle, cot or perambulator 7.24 Sledges with cords for pulling 7.25 Flying toys 7.26 Improvised projectiles NC*1 Test No: Too2 Material No: M002 4. General requirements 4.1 Material cleanliness 4.7 Edges 4.8 Points and metallic wires 4.9 Protruding parts 7. Warnings, markings and instructions for use 7.1 General	7.18 Toy scooters	NC*1
7.21 Toys with electrical cables exceeding 300 mm in length 7.22 Toys with cords or chains intended for children of 18 months and over but under 36 months 7.23 Toys intended to be attached to a cradle, cot or perambulator 7.24 Sledges with cords for pulling 7.25 Flying toys 7.26 Improvised projectiles Test No: Touly Material No: M002 4. General requirements 4.1 Material cleanliness 4.7 Edges 4.8 Points and metallic wires 4.9 Protruding parts 7. Warnings, markings and instructions for use 7.1 General	7.19 Rocking horses and similar toys	NC*1
7.22 Toys with cords or chains intended for children of 18 months and over but under 36 months 7.23 Toys intended to be attached to a cradle, cot or perambulator 7.24 Sledges with cords for pulling 7.25 Flying toys 7.26 Improvised projectiles NC*1 Test No: Test No: To02 Material No: M002 4. General requirements 4.1 Material cleanliness 4.7 Edges 4.8 Points and metallic wires 4.9 Protruding parts 7. Warnings, markings and instructions for use 7.1 General	7.20 Magnetic/ electrical experimental sets	NC*1
36 months 7.23 Toys intended to be attached to a cradle, cot or perambulator NC*1 7.24 Sledges with cords for pulling NC*1 7.25 Flying toys NC*1 7.26 Improvised projectiles NC*1 Test No: To02 Material No: M002 4. General requirements 4.1 Material cleanliness 4.7 Edges 4.8 Points and metallic wires 4.9 Protruding parts 7. Warnings, markings and instructions for use 7.1 General	7.21 Toys with electrical cables exceeding 300 mm in length	NC*1
7.24 Sledges with cords for pulling 7.25 Flying toys 7.26 Improvised projectiles NC*1 Test No: To02 Material No: M002 4. General requirements 4.1 Material cleanliness 4.7 Edges 4.8 Points and metallic wires 4.9 Protruding parts 7. Warnings, markings and instructions for use 7.1 General	7.22 Toys with cords or chains intended for children of 18 months and over but under 36 months	NC*1
7.25 Flying toys 7.26 Improvised projectiles Test No: T002 Material No: M002 4. General requirements 4.1 Material cleanliness 4.7 Edges 4.8 Points and metallic wires 4.9 Protruding parts 7. Warnings, markings and instructions for use 7.1 General	7.23 Toys intended to be attached to a cradle, cot or perambulator	NC*1
7.26 Improvised projectiles Test No: T002 Material No: M002 4. General requirements 4.1 Material cleanliness 4.7 Edges 4.8 Points and metallic wires 4.9 Protruding parts 7. Warnings, markings and instructions for use 7.1 General	7.24 Sledges with cords for pulling	NC*1
Test No: T002 Material No: M002 4. General requirements 4.1 Material cleanliness 4.7 Edges 4.8 Points and metallic wires 4.9 Protruding parts 7. Warnings, markings and instructions for use 7.1 General	7.25 Flying toys	NC*1
Material No: M002 4. General requirements 4.1 Material cleanliness 4.7 Edges 4.8 Points and metallic wires 4.9 Protruding parts 7. Warnings, markings and instructions for use 7.1 General	7.26 Improvised projectiles	NC*1
4. General requirements 4.1 Material cleanliness 4.7 Edges 4.8 Points and metallic wires 4.9 Protruding parts 7. Warnings, markings and instructions for use 7.1 General	Test No:	T002
4.1 Material cleanliness 4.7 Edges 4.8 Points and metallic wires 4.9 Protruding parts 7. Warnings, markings and instructions for use 7.1 General	Material No:	M002
4.7 Edges 4.8 Points and metallic wires 4.9 Protruding parts 7. Warnings, markings and instructions for use 7.1 General PASS PASS PASS PASS	4. General requirements	10mm
4.8 Points and metallic wires 4.9 Protruding parts 7. Warnings, markings and instructions for use 7.1 General	4.1 Material cleanliness	OPASS TOU
4.9 Protruding parts 7. Warnings, markings and instructions for use 7.1 General	4.7 Edges	PASS
7. Warnings, markings and instructions for use 7.1 General	4.8 Points and metallic wires	PASS -
7.1 General PASS	4.9 Protruding parts	PASS A
	7. Warnings, markings and instructions for use	13 ※ 山山市川東ノ
7.2 Toys not intended for children under 36 months		
	7.2 Toys not intended for children under 36 months	PASS



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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 By client's request, this product is tested as a non-toy. The labeling requirements of EN71 and 2009/48/EC do not apply.





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2. 2009/48/EC CE Marking

Test result:

Test No:	T001
Material No:	M002
CE-marking	PASS





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

Test result:

Test No:	T001
Material No:	M002
Importer/ Manufacturer Mark (European	Present on package and product
Company name and address)+	
Product Identification - type, batch, serial or	Present on package and product
model number+	

Remark:

+ 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.





4.GPSR - General Product Safety Regulation

Result:

1. Physical and Mechanical Test

Test No.	Material No.	Description	Test Method	Result
T001	M001	Requirement for sharp points	Reference to EN71 Part 1	PASS
		Requirement for sharp edges	Reference to EN71 Part 1	PASS
		Requirement for small parts	Reference to EN71 Part 1	PASS

2. General Product Labeling

Test No.	Material No.	Description	Result
T001	M001	Address of manufacturer or responsible trading company	PASS
		Definite identification of the article	PASS

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





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5. EN 71-2:2020 Flammability

Test result:

Test No:	T001
Material No.	M001
4.1 General requirements	PASS
Test No:	T002
Material No.	M002
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.





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6. EN 71-3:2019+A1:2021 Migration of 19 Elements

Test Method: with reference to EN 71-3:2019+A1:2021, analyzed by ICP-OES / ICP-MS / LC-ICP-

MS/IC-UV/GC-MS.

3) For scraped-off toy materials:

Test Result:

Test No.				T001	T002	T003
			Material No.	M003	M004	M005
Test Parameter	Unit	RL	Regulatory	Result	Result	Result
			Requirement			
Aluminium (Al)	mg/kg	10	28,130	14.8	< RL	< RL
Antimony (Sb)	mg/kg	5	560	< RL	< RL	< RL
Arsenic (As)	mg/kg	5	47	< RL	< RL	< RL
Barium (Ba)	mg/kg	2.5	18,750	2.8	< RL	15.7
Boron (B)	mg/kg	10	15,000	< RL	< RL	< RL
Cadmium (Cd)	mg/kg	1	17	< RL	< RL	< RL
Chromium III (Cr(III))	mg/kg	10	460	< RL	< RL	< RL
Chromium VI (Cr(VI))	mg/kg	0.045	0.053	< RL	< RL	< RL
Cobalt (Co)	mg/kg	2.5	130	< RL	< RL	< RL
Copper (Cu)	mg/kg	2.5	7,700	< RL	< RL	< RL
Lead (Pb)	mg/kg	2.5	23	< RL	< RL	< RL
Manganese (Mn)	mg/kg	2.5	15,000	< RL	< RL	34.2
Mercury (Hg)	mg/kg	2.5	94	< RL	< RL	< RL
Nickel (Ni)	mg/kg	2.5	930	< RL	< RL	< RL
Selenium (Se)	mg/kg	10	460	< RL	< RL	< RL
Strontium (Sr)	mg/kg	2.5	56,000	< RL	< RL	< RL
Tin (Sn)	mg/kg	1.0	180,000	< RL	< RL	< RL
Organic Tin^	mg/kg	0.2	12	-	-	-
Zinc (Zn)	mg/kg	10	46,000	698	< RL	14.2
Mass of trace amount	mg			-	-	-

Abbreviation:

< = less than

RL = Reporting Limit

mg/kg denotes milligram per kilogram

mg denotes milligram

denotes Organic tin are not necessary to be determined when the Tin concentration is less than calculated limit (3.6 mg/kg) or the components were confirmed to be pure metal





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Test Result:

			Test No.	T004	T005	T006
			Material No.	M006	M007	M009
Test Parameter	Unit	RL	Regulatory	Result	Result	Result
			Requirement			
Aluminium (Al)	mg/kg	10	28,130	< RL	1540	229
Antimony (Sb)	mg/kg	5	560	< RL	< RL	< RL
Arsenic (As)	mg/kg	5	47	< RL	< RL	< RL
Barium (Ba)	mg/kg	2.5	18,750	< RL	18.2	< RL
Boron (B)	mg/kg	10	15,000	< RL	31.7	< RL
Cadmium (Cd)	mg/kg	1	17	< RL	< RL	< RL
Chromium III (Cr(III))	mg/kg	10	460	< RL	< RL	< RL
Chromium VI (Cr(VI))	mg/kg	0.045	0.053	< RL	< RL	< RL
Cobalt (Co)	mg/kg	2.5	130	< RL	< RL	< RL
Copper (Cu)	mg/kg	2.5	7,700	< RL	6.9	107
Lead (Pb)	mg/kg	2.5	23	< RL	< RL	< RL
Manganese (Mn)	mg/kg	2.5	15,000	6.0	27.2	< RL
Mercury (Hg)	mg/kg	2.5	94	< RL	< RL	< RL
Nickel (Ni)	mg/kg	2.5	930	< RL	< RL	< RL
Selenium (Se)	mg/kg	10	460	< RL	< RL	< RL
Strontium (Sr)	mg/kg	2.5	56,000	9.2	34.1	4.8
Tin (Sn)	mg/kg	1.0	180,000	< RL	< RL	< RL
Organic Tin^	mg/kg	0.2	12	-	-	-
Zinc (Zn)	mg/kg	10	46,000	< RL	34.8	215
Mass of trace amount	mg			-	-	-

Abbreviation:

< = less than

RL = Reporting Limit

mg/kg denotes milligram per kilogram

mg denotes milligram

denotes Organic tin are not necessary to be determined when the Tin concentration is less than calculated limit (3.6 mg/kg) or the components were confirmed to be pure metal

Remark:

- * Categorization of toys materials is based on the material texture. According to point H.11 of Annex H to EN 71-3:2019+A1:2021 / BS EN 71-3:2019+A1:2021, cosmetic materials with dry, brittle, powder like or pliable texture such as lipstick and eyeshadow are considered as category I materials. However, as a reminder, it cannot preclude the possibility that some national enforcement authorities might take a more stringent action to treat cosmetic materials as sticky and evaluate according to category II requirement as they are intended to be applied on skin and retained for long time.
- # According to EN 71-3:2019+A1:2021, if the weight of a test portion of toy material is less than 10mg, the analysis of migration of certain elements would not be required. If the weight of a test portion of toy material is between 10mg and 100mg, the analytical results would be calculated as though 100mg of the test portion had been used.





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7.Total Cadmium Content

Test Method: EN 1122:2001 (method B)

Test Result:

Test No.	Material No.	Test Parameter	Unit	RL	Test Result
		Trial 1	mg/kg	10	< RL
T001	M003	Trial 2	mg/kg	10	< RL
		Average	mg/kg	10	< RL
	2 M004	Trial 1	mg/kg	10	< RL
T002		Trial 2	mg/kg	10	< RL
		Average	mg/kg	10	< RL
		Trial 1	mg/kg	10	< RL
T003	M009	Trial 2	mg/kg	10	< RL
		Average	mg/kg	10	< RL

Abbreviation: < = less than

RL = Reporting Limit

mg/kg = milligram per kilogram

Remark:

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





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8. Polycyclic aromatic hydrocarbons (PAHs)

Test Method: Organic solvent extraction, GCMS

	T001	T002	T003			
		Mate	rial No.	M003	M004	M009
Test Parameter	CAS NO	Unit	RL	Result	Result	Result
Benzo[a]anthracene (BaA)	56-55-3	mg/kg	0.2	< RL	< RL	< RL
Benzo[a]pyrene(BaP)	50-32-8	mg/kg	0.2	< RL	< RL	< RL
Benzo[b]fluoranthene (BbFA)	205-99-2	mg/kg	0.2	< RL	< RL	< RL
Benzo[k]fluoranthene (BkFA)	207-08-9	mg/kg	0.2	< RL	< RL	< RL
Benzo[j]fluoranthene (BjFA)	205-82-3	mg/kg	0.2	< RL	< RL	< RL
Benzo[e]pyrene (BeP)	192-97-2	mg/kg	0.2	< RL	< RL	< RL
Chrysene (CHR)	218-01-9	mg/kg	0.2	< RL	< RL	< RL
Dibenzo[a,h]anthracene (DBAhA)	53-70-3	mg/kg	0.2	< RL	< RL	< RL

Abbreviation: < = less than

RL = Reporting Limit NA = Not Applicable

mg/kg = milligram per kilogram

Remark:

* Requirement according to REACH regulation (EC) No. 1907/2006 with Amendment No. 552/2009 Annex XVII Item No. 50 and (EU) No.1272/2013, are summarized as below:





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9.Pentachlorophenol (PCP), Tetrachlorophenol (TeCP) & Trichlorophenol (TriCP)

Test Method: Ref. to 64 LFGB B 82.02-8: 2001

Ref. to ISO 17070:2015

Test Result:

Test No.	Material No.	Test Parameter	Unit	RL	Customer's Requirement	Test Result	Conclusion	
T001	M007	Pentachlorophenol (PCP)	mg/kg	0.1	0.5	< RL		
		Tetrachlorophenol (TeCP)	mg/kg	0.1	0.5	< RL	Pass	
		Trichlorophenol (TriCP)	mg/kg	0.1	0.5	< RL		
T002	M005	Pentachlorophenol (PCP)	mg/kg	0.1	0.5	< RL		
		Tetrachlorophenol (TeCP)	mg/kg	0.1	0.5	< RL	Pass	
		Trichlorophenol (TriCP)	mg/kg	0.1	0.5	< RL		
T003	M006	Pentachlorophenol (PCP)	mg/kg	0.1	0.5	< RL		
		Tetrachlorophenol (TeCP)	mg/kg	0.1	0.5	< RL	Pass	
		Trichlorophenol (TriCP)	mg/kg	0.1	0.5	< RL		

Abbreviation: < = less than

RL = Reporting Limit

mg/kg = milligram per kilogram





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10.Phthalates content

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

Test Result:

Test No.				T001	T002	T003
	Material No		rial No.	M003	M004	M009
Test Parameter	CAS NO	Unit	RL	Result	Result	Result
Diethylhexyl phthalate (DEHP)	117-81-7	%	0.005	< RL	< RL	< RL
Dibutyl phthalate (DBP)	84-74-2	%	0.005	< RL	< RL	< RL
Benzylbutyl phthalate (BBP)	85-68-7	%	0.005	< RL	< RL	< RL
Diisobutyl phthalate (DIBP)	84-69-5	%	0.005	< RL	< RL	< RL
Sum (DEHP+DBP+BBP+DIBP)	-	%	0.005	<rl< td=""><td><rl< td=""><td><rl< td=""></rl<></td></rl<></td></rl<>	<rl< td=""><td><rl< td=""></rl<></td></rl<>	<rl< td=""></rl<>
Diisononyl phthalate (DINP)	28553-12-0, 68515-48-0	%	0.005	< RL	< RL	< RL
Diisodecyl phthalate (DIDP)	26761-40-0, 68515-49-1	%	0.005	< RL	< RL	< RL
Di-n-octyl phthalate (DNOP)	117-84-0	%	0.005	< RL	< RL	< RL
Sum (DINP+ DIDP+ DNOP)		%	0.005	<rl< td=""><td><rl< td=""><td><rl< td=""></rl<></td></rl<></td></rl<>	<rl< td=""><td><rl< td=""></rl<></td></rl<>	<rl< td=""></rl<>
Conclusion: REACH regulation (EC) No. amendment Annex XVII entries 51 and 5	Pass	Pass	Pass			

Abbreviation: < = less than

RL = Reporting Limit % = percentage





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Remark:

Requirement of REACH regulation (EC) No. 1907/2006 and its amendment Annex XVII entries 51 and
 52:

Parameter	Unit	Maximum Permissible Limit				
Plasticised materials in toys and childcare articles, or other articles# place on the market;						
Diethylhexyl phthalate (DEHP) Dibutyl phthalate (DBP) Benzylbutyl phthalate (BBP) Diisobutyl phthalate (DIBP)	%	0.1 (individually or sum of the four phthalates) Effective after 7 July 2020.				
Plasticised materials in children's toy and childcare articles which can be placed in the mouth by children:						
Di-n-octyl phthalate (DNOP) Diisodecyl phthalate (DIDP) Diisononyl phthalate (DINP)	%	0.1 (sum of the three phthalates)				

Denote:

- # Examples of articles that are excluded from the restriction
 - Articles exclusively for industrial / agricultural use / use in open air, provided that no plasticised material comes into contact with human mucous membranes or into prolonged contact with human skin (i.e. Continuous contact of more than 10 minutes duration or intermittent contact over a period of 30 minutes, per day.)
 - 2) Aircraft and motor vehicles (Directive 2007/46/EC) placed on the market before 7 January 2024, or articles for use exclusively in the maintenance or repair of them
 - 3) Measuring devices for laboratory use;
 - 4) Food contact material and articles within the scope of Regulation (EC) No 1935/2004 or Commission Regulation (EU) No 10/2011
 - 5) Medical devices (Directive 90/385/EEC, 93/42/EEC or 98/79/EC)
 - 6) Electrical and electronic equipment within the scope of Directive 2011/65/EU
 - 7) Immediate packaging of medicinal products (Regulation (EC) No 726/2004, Directive 2001/82/EC or Directive 2001/83/EC)
- Single component with an amount below reporting limit was not considered by the calculation of the sum. In the case of all phthalates were not detected, the result is stated <RL.





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Sample Photos





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50700

- 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 under the contract of the contract even if TUV Rheinland does not explainly object to them. In the context of an ongoing 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, entitled to accept the order by giving written notice of such acceptance (including notice sent via efectronic 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 existention of the coloract term, the contract term will be extended the contract term of the contract term will be extended the contract 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. If 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 variants 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 defanges.
- applicable short term loan interest fave puocus prince course voi a reposed contention.

 The country where TUV Rheisland is located. At the same time, TUV Rheinland reserves the right the country where the country 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 the contract of t
- 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 heroteaded. In this case, TÜV Rheinland shall notify the client in writing of the purchase lost shall come into effect (period of notice of changes in fees), If the rise in fees remains under 5% per contractual year, the client shall not have the right to eminate 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 terminate, 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 less gaid 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 Rhenland 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 withdraw (e.g. performance of surveillance audits), or if the client certification promote in the certification procedure of surveillance audits), or if the client certification shallow of the certification promote and the certification procedure of surveillance audits), or if the client certification is made and the certification of the cer
- 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, Lindau and which is created during performance of work by TDV Rheinland. Instead, Lindau shall be appropriately informed in a secretary and the confidential information or which the disclosing party transmits or
- 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 exploration between the soope regulated in clause 11.2, and any apartial or the introduction of TUV Rhenland need the prior written approval of TUV Rhenland in each individual cases. Besides, the client ensures that the aforesaid use shall comply with relevant applicable laws, regulators and relevant rules (including but not limited to specific applicable testing and certification rules, etc.). TUV Rhenland may revoke a once given approval according to clause 11.5 at any time without stating reasons. In this case, the client is colleged to stop the transfer of the work results immediately afth own expense and, as first any possible, to whichersy publications not exist exist. The consent of TUV Rhenland to publication of the work results intent to see the corporate logo, corporate design or resolvention mark of TUV Rhenland.

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 fixed overall feet, these times the representatives are considered to the case of a contract expressity charged on a time and material basis, a maximum of 20,000 Euror or squivalent amount in local currency; and (by) in the case of a familieror, and a fixed provides for the possibility of placing individual orders, three times of Nowthatandrian places are considered to the case of a contract expressity of placing individual orders, there is the contract case of the contract of th

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 national performance of the performance of the national 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 Jernal and Jernal and Jernal address processing address of TÜV Rheinland W. Jernal and Jernal address processing address of TÜV Rheinland W. Jernal and Jernal

- 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 individually and individual cases.

 In the overt of any serious missinguesentation, be it by intentional finand or grootsy negligent in contract does not belong to the insurance coverage applicable to TÜV Rheinland and TÜV Rheinland and TÜV Rheinland and the entities or alumps and confertation or notification, or other.

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- 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 state of the straing of the dispute, the dispute shall be submitted:

 In the case of TUV Rheritation in question being legally registered and existing in the People's Republic of China, to China International Economic and Trada Arbitration Commission (CETAC) submitted. The arbitration shall take place in Beijing, Shenghai, Shenchen or Chongqing as appropriately chosen by the claiming party, in the case of TUV Rheritation for question being legally registered and existing in Takwan, to Chinese Arbitration Association, Tages to be arbitrated in accordance with is then current Rules in the case of TUV Rheritation for legally registered and existing in Takwan, to Chinese Arbitration Association. Tages to be arbitrated in accordance with is then current Rules in the case of TUV Rheritation for legally registered and existing in Toky Rong, to Hong Kong, to Hong Kong to Hong Kong, to Hong Kong, to Hong Kong to Hong Ko