Test Report -Products



Report No.: 244346170b 001 Page 1 of 14

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

Contact Information: HAPE INTERNATIONAL (NINGBO) LTD.

9-27 NANHAI ROAD, DAGANG INDUSTRIAL CITY, BEILUN, NINGBO,

CHINA

Test item(s):

Identification/ Please refer to detail list

Model No(s):

Sample obtaining method: Sending by customer

Condition at delivery: Test item complete and undamaged.

Sample Receiving date: 2021-10-25

Testing Period: 2021-10-25 to 2021-11-04

Place of testing: Chemical laboratory Shanghai, Toys laboratory Shanghai

Test Specification:

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

Other information:

The provided age grade of the item: Over 10 months.

The appropriate age grade of the item: M001, M002: For all ages; M003, M037: Over 10 months.

The item was tested: M001, M002: For all ages; M003, M037: Over 10 months.

For and on behalf (Shang) TÜV Rheinland (Shang) College

2021-11-05

Date

Gary Zhu / Assistant 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:

Test Specification:	Test result:
1 ASTM F963-17: Mechanical and physical	PASS
2 ASTM F963-17: Flammability on solids and soft toys	PASS
3 CPSIA Sect 103: Tracking label	PASS
4 ASTM F963-17 Sect. 4.3.5.1 and CPSIA Sect. 101: Total lead content in paint and coating materials	PASS
5 ASTM F963-17 Sect. 4.3.5.2 and CPSIA Sect. 101: Total lead content in substrate materials	PASS
6 ASTM F963-17 Sect. 4.3.5.1 and 4.3.5.2 : Soluble heavy metal	PASS





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ITEM NO.	ITME DESCRIPTION EN	ITME DESCRIPTION CN	AGE
E0108,E0108A	Multi-stage Sensory Gift Set	感统发育五件套(幼童)	10M+
E0106,E0106A	Baby-to-Toddler Sensory Gift Set	感统发育三件套(婴幼)	10M+
E0107,E0107A	Bunny Stacker	趣味回力兔尾堆塔	10M+
F8931	Floppy-Far Bunny Stacker	趣味回力兔尾堆塔	10M+



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Material List:

Item: Please refer to detail list

Material No.	Material	Color	Location	Remark
M001	Whole Product	Multi-color	E0108,E0108A	
M002	Whole Product	Multi-color	E0106,E0106A	
M003	Whole Product	Multi-color	E0107,E0107A	
M004	Wood	Nature	Solid Wood	Refer to 244330003/M007
M005	Wood	Nature	MDF	
M006	Coating	Transparent	Varnish	Refer to 244330003/M017
M007	Coating	White	On wood	Refer to 244330003/M019
M008	Coating	Black	On wood	Refer to 244330003/M016
M009	Coating	Dk.lake blue	On wood	
M010	Coating	Pink	On wood	Refer to 244330003/M011
M011	Coating	Sky blue	On wood	
M012	Coating	Rose pink	On wood	
M013	Coating	Lt.blue	On wood	
M014	Coating	Coral	On wood	
M015	Coating	Brown	On wood	
M016	Coating	White	On plastic	
M017	Coating	Black	On plastic	
M018	Coating	Dk.lake blue	On plastic	idand (Shangha)
M019	Textile	Brown	Main fabric, E0107	E THE CO.
M020	Textile	White	Ears&Nose, E0107	* 检验检测专用章 *



Test F	Report No.: 24	44346170b	001	Page 5 of 14
M021	Textile	Black	Eyes, E0107	
M022	Textile	Pink	Mouth, E0107	
M023	Textile	White	Tail, E0107	
M024	Textile	White	String, E0107	
M025	Textile	Orange + Lt.orange	Ring, E0107	
M026	Textile	Green	Ring, E0107	
M027	Textile	White	Stuffing, E0107	
M028	Plastic	Lt.blue	ABS head, E0106&E0108	
M029	Plastic	White	Silicone feet, E0106&E0108	
M030	Plastic	Pink	Silicone feet, E0106&E0108	
M031	Plastic	White	Spring inside, E0107	
M032	Plastic + Textile	White	Elastic string(with rubber core)	Refer to 244330003/M023
M033	Textile	White	String, E0106&E0108	
M034	Plastic	Sky blue	Silicone beads,E0108,&E0106	
M035	Plastic	Pink	Silicone beads,E0108,&E0106	
M036	Plastic	Blue	Silicone beads,E0108,&E0106	
M037	Whole Product	Multi-color	E8931	
M038	Coating	Yellow	On wood	Refer to 244357923/M019
M039	Coating	Light green	On wood	
M040	Coating	Green	On wood	
M041	Textile	Pink	Ear	nand (Shangha)
M042	Textile	Light green	Body	S A C



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1.ASTM F963-17: Mechanical and physical

Test result:

Test No	D: T001
Material No	o: M001-M003, M037
4. Safety requirements	
4.1 Material Quality (visual check)	PASS
4.3.7 Stuffing materials	PASS*1
4.5 Sound-producing toys	PASS*2
4.6 Small objects	PASS
4.7 Accessible edges	PASS
4.8 Projections	PASS*1
4.9 Accessible points	PASS
4.10 Wires or rods	N/A
4.11 Nails and fasteners	N/A
4.12 Plastic film	N/A
4.13 Folding mechanisms and hinges	N/A
4.14 Cords, straps, and elastics	PASS
4.15 Stability and over-load requirements	N/A
4.16 Confined spaces	N/A
4.17 Wheels, tires and axles	N/A
4.18 Holes, clearance and accessibility of mechanisms	PASS*1
4.19 Simulated protective devices	N/A
4.20 Pacifiers	N/A
4.21 Projectile toys	N/A
4.22 Teethers and teething toys	PASS*2
4.23 Rattles	PASS*2
4.24 Squeeze toys	N/A
4.26 Toys intended to be attached to a crib or playpen	N/A
4.27 Stuffed and beanbag-type toys	PASS*1
4.28 Stroller and carriage toys	N/A
4.29 Art materials (#)	N/A
4.30 Toys gun marking	N/A
4.31 Balloons	N/A
4.32 Certain toys with nearly spherical ends	N/A
4.33 Marbles	N/A
4.34 Balls	N/A
4.35 Pompoms	N/A
4.36 Hemispheric-shaped objects	N/A
4.37 Yo Yo elastic tether toys (#)	N/A
4.38 Magnets	N/A N/A Smand (Sh
4.39 Jaw entrapment in handle and steering wheels	N/A
4.40 Expanding materials	N/AS X
4.41 Toy chests	N/A> #B
5. Labeling requirements	5 株
5.1Federal government requirements	N/A * 检验检测
5.2 Age grading labeling	N/A 75pection



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Test No:	T001
Material No:	M001-M003, M037
5.3 Safety labeling requirements	N/A
5.4 Aquatic toys	N/A
5.5 Crib and playpen toys	N/A
5.6 Mobiles	N/A
5.7 Stroller and carriage toys	N/A
5.8 Toys intended to be assembled by an adult	N/A
5.9 Simulated protective devices	N/A
5.10 Toys with functional sharp edges or points	N/A
5.11 Small objects, small balls, marbles and balloons	N/A
5.12 Toy caps	N/A
5.13 Art materials	N/A
5.16 Promotional materials	PASS
5.17 Magnets	N/A
6. Instructional literature	
6.1 Definition and description	PASS
6.2 Crib and playpen toys	N/A
6.3 Mobiles	N/A
6.4 Toys intended to be assembled by an adult	N/A
6.7 Toys in contact with food	N/A
6.8 Toy chests	N/A
7. Producer's markings	
7.1 Name and address of the producer or the distributor	PASS
7.3 Toy chests	N/A

Use and Abuse Tests:

The submitted samples were undergone the use and abuse tests in accordance with FHSA 16 CFR and whichever is applicable the tested age grade.

Age Category	Impact Test	Flexure Test	Torque Test	Tension Test	Compression Test
0-18 Months 16 CFR 1500.51	10 x 4.5 ft	120 Arc 30 Cycles 10 lbs	2 in-lbs	10 lbs	20 lbs
19-36 Months 16 CFR 1500.52	4 x 3 ft	120 Arc 30 Cycles 15 lbs	3 in-lbs	15 lbs	25 lbs
37-96 Months 16 CFR 1500.53	4 x 3 ft	120 Arc 30 Cycles 15 lbs	4 in-lbs	15 lbs	30 lbs

The clause and/or sub-clause would be indicated only in the test report whichever applicable comprehensive result report is available upon request.

Remark:

- *1 This clause is only applicable to M003, M037
- *2 This clause is only applicable to M001,M002

TÜV Rheinland (Shanghai) Co., Ltd., Shanghai TÜV Rheinland Building, No. 177, Lane 777, West Guangzhong Road, Jing an District, Shanghai, 200072, P.R.China



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

Test result:

		Test No:	T001	
		Material No:	M001-M003, N	1037
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.CPSIA Sect 103: Tracking label

Test Result:

	Test No:	T001
	Material No:	M001-M003, M037
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.ASTM F963-17 Sect. 4.3.5.1 and CPSIA Sect. 101: Total lead content in paint and coating materials

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

Test result:

Test No.	Material No.	Test Parameter	Unit	RL	Regulatory Requirement	Test Result
T001	M006 + M007 + M008	Lead Content	ppm	10	90	< RL
T002	M009 + M010 + M011	Lead Content	ppm	10	90	< RL
T003	M012 + M013 + M014	Lead Content	ppm	10	90	< RL
T004	M015 + M016 + M017	Lead Content	ppm	10	90	< RL
T005	M018	Lead Content	ppm	10	90	< RL
T006	M038 + M039 + M040	Lead Content	ppm	10	90	< RL

Abbreviation: < = less than

RL = Reporting Limit ppm = parts per million





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5.ASTM F963-17 Sect. 4.3.5.2 and CPSIA Sect. 101: Total lead content in substrate materials

Test method: CPSC-CH-E1001-08.3 and CPSC-CH-E1002-08.3 (Microwave method)

Test result:

Test No.	Material No.	Test Parameter	Unit	RL	Regulatory Requirement	Test Result
T001	M004 + M005	Lead Content	ppm	10	100	< RL
T002	M028 + M031	Lead Content	ppm	10	100	< RL
T003	M029 + M030	Lead Content	ppm	10	100	< RL
T004	M034 + M035 + M036	Lead Content	ppm	10	100	< RL
T005	M032	Lead Content	ppm	10	100	< RL

Abbreviation: < = less than

RL = Reporting Limit ppm = parts per million





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6.ASTM F963-17 Sect. 4.3.5.1 and 4.3.5.2 : Soluble heavy metal

Test method:

For paint and similar surface-coating materials: ASTM F963-17 Section 8.3.2 - 8.3.4 Method to Dissolve Soluble Matter for Surface Coatings, Preparation of Test Samples and Test Procedures

For substrate: ASTM F963-17 Section 8.3.5 Soluble Element Test Method for Substrate Materials

This requirement applies to the coating and substrate materials which the sample weight is greater than 10 mg

Test result:

					[mc	ı/kg]			
		Sb	As	Ва	Cd	Cr	Pb	Hg	Se
				issible Lim					
Took Ni	Natarial Ni	60	25	1000	75	60	90	60	500
Test No.	Material No.			ximum Pe			lodelling C		
		60	25	250	50	25	90	25	500
						RL			
		2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5
T001	M004(*3)	< RL	< RL	10.0	< RL	< RL	< RL	< RL	< RL
T002	M005(*3)	< RL	< RL	13.4	< RL	< RL	< RL	< RL	< RL
T003	M006	< RL	< RL	4.0	< RL	< RL	< RL	< RL	< RL
T004	M007	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T005	M008(*3)	< RL	< RL	2.7	< RL	< RL	< RL	< RL	< RL
T006	M009(*1)	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T007	M010(*3)	< RL	< RL	4.6	< RL	< RL	< RL	< RL	< RL
T008	M011	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T009	M012(*1)(*3)	< RL	< RL	4.6	< RL	< RL	< RL	< RL	< RL
T010	M013(*1)	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T011	M014(*1)	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T012	M019	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T013	M020	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T014	M021(*1)	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T015	M022(*1)	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T016	M023(*3)	< RL	9.8	< RL	< RL	< RL	< RL	< RL	< RL
T017	M024	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T018	M025	29.7	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T019	M026	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T020	M027	< RL	< RL	< RL	< RL	< RL	< RL	< RL	RL
T021	M028	< RL	< RL	< RL	< RL	< RL	< RL	< RI	and Rha
T022	M029	< RL	< RL	< RL	< RL	< RL	< RL	< K L§	文化上海
T023	M030	< RL	< RL	< RL	< RL	< RL	< RL	RE	R.
T024	M031	< RL	< RL	< RL	< RL	< RL	< RL	₹. <u>R</u> L	< P < P <
T025	M032	< RL	< RL	< RL	< RL	< RL	< RL	∢ Rt.	₩
T026	M033	< RL	< RL	< RL	< RL	< RL	< RL	< PL/	(本部(2)
T027	M034	< RL	< RL	< RL	< RL	< RL	< RL	< RL	POCIRLIA



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	Material No.	[mg/kg]								
Test No.		Sb	As	Ba	Cd	Cr	Pb	Hg	Se	
		Maximum Permissible Limit of Any Toy Materials except Modelling Clay								
		60	25	1000	75	60	90	60	500	
		Maximum Permissible Limit of Modelling Clay								
		60	25	250	50	25	90	25	500	
		RL								
		2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	
T028	M035	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	
T029	M036	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	
T034	M038(*1)	< RL	< RL	3.3	< RL					
T035	M039(*1)	< RL	< RL	3.3	< RL					
T036	M040	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	
T037	M041	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	
T038	M042	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	

Abbreviation: < = less than

RL = Reporting Limit

mg/kg = milligram per kilogram

Remark:

- *1 The weight of test portion available was less than 100 mg, but greater than 10 mg, so results were calculated as if 100 mg of the sample were available.
- *2 The weight of test portion available M015-M018 were less than 10 mg, the test for soluble heavy metal content was not performed.
- *3 The material is deemed comply with the requirement of ASTM F963-17 cl. 8.3.4.3 after analytical correction.
 - * Migration results of eight elements shown are the adjusted analytical results

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





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Sample Photos



E0108,E0108A



E0107,E0107A



E0106,E0106A



E8931





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

- These General Terms and Conditions of Business of TÜV Rheinland in Greater China ("GTCB") is made between the client and one or more member entities of TÜV Rheinland in Greater China as applicable as the case may be ("TÜV Rheinland"). The Greater China hereof refers to Mainland China, Hong Kong and Taiwan. The client hereof includes:
- a natural person capable to form legally binding contracts under the applicable laws who concludes the contract not for the purpose of a daily use; (i)
- the incorporated or unincorporated entity duty cyranized, validly existing and capable to form legally binding contracts under the applicable law.

 The following terms and conditions apply to agreed services including consultancy services, information, deliveries and similar services as well as ancillary services and other secondary obligations provided within the scope of contract performance.
- Any standard terms and conditions of the client of 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.
- In the context of an ongoing business relationship with the client, this GTCB shall also apply to future contracts with the client without TÜV Rheinland having to refer to them separately in each individual

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 eriect and outstand or contracts.

 The contract shall come into effect for the agreed terms upon the quotation letter of TÜV Rheinland or a separate contractual document being signed by both contracting parties, or upon the works 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.
- 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 unless terminated in writing by either party with a six-week notice notice to the end of the contractual terminated.

- 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 service to be provided.
- The agreed services shall be performed in compliance with the regulations in force at the time the contract is entered into.
- TÜV Rheinland is entitled to determine, in its sole discretion, the method and nature of the ssessment unless otherwise agreed in writing or if mandatory provisions require a specific rocedure to be followed.
- procedure to be intowed.

 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 installations as a whole and its upstream and/or downstream processes, organisations, use the and application in accordance with regulations, nor of the systems on which the installation is based. In particular, TUN Phisnlands shall assume no responsibility for the construction, selection of materials and assembly of installations examined, nor for their use and application in accordance with regulations, unless these questions are expressly converted by the contract.
- case of inspection work, TÜV Rheinland shall not be responsible for the accuracy or checking safety programmes or safety regulations on which the inspections are based, unless otherwise sly agreed in writing.
- f 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.
- 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 justifying confidence in the work results (test reports, test results, expert reports, etc.) and of the agreed services. This also applies if the client passes on work results in full or in extracts to third parties in accordance with clauses 11.4.

- 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 $T\bar{U}V$ Rheinland.
- 5.3 Articles 5.1 and 5.2 also apply, even without express approval by the client, to all extensions of agreed periods/dates of performance not caused by $T\bar{U}V$ Rheinland.
- TÜV Rheinland is not responsible for a delay in performance, in particular if the client has not fulfilled his duties to cooperate in accordance 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.
- 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

- The client shall guarantee that all cooperation required on its part, its agents or third parties will be provided in good time and at no cost to TÜV Rheinland.
- Design documents, supplies, auxiliary staff, etc. necessary for performance of the services shall made available free of charge by the client. Moreover, collaborative action of the client must undertaken in accordance with legal provisions, is standards, safety regulations and accid prevention instructions. And the client represents and warrants that:

a) it has required statutory qualifications;

- it doesn't have any illegal and dishonest behaviours or is not included in the list of Enterprises with Serious Illegal and Dishonest Acts of People's Republic of China.
- If the client breaches the aforesaid representations and warranties, TÜV Rheinland is entitled to i) immediately terminate the contract/order without prior notice; and ii) withdraw the issued testing report/oerfictaets if any.

- If the scope of performance is not laid down in writing when the order is placed, invoicing shall be assed on costs actually incurred. If no price is agreed in writing, invoicing shall be made in scordance with the price list of TUV Rheinland valid at the time of performance.
- ise agreed, work shall be invoiced according to the progress 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 installments.

- All invoice amounts shall be due for payment without deduction on receipt of the invoice discounts and rebates shall be granted.
- Payments shall be made to the bank account of TÜV Rheinland as indicated on the invoice, stating the invoice and client numbers.
- n cases of default of payment, TÜV Rheinland shall be entitled to claim default interest at the pplicable short term loan 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 laim 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.
- 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.
- Objections to the invoices of TÜV Rheinland shall be submitted in writing within two weeks of receipt of the invoice.
- TÜV Rheinland shall be entitled to demand appropriate advance payments
- TUV Rheinand shall be entitled to raise is fees at the beginning of a month if overheads and/or purchase costs have increased. In this case, TUV Rheinland shall notify the client in writing of the purchase costs have increased. In this case, TUV Rheinland shall notify the client in writing of the shall come line feller (period of notice of changes in fees). If the rise in fees emains under 50 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 contractual year. The client shall not have the right to terminate the contract by the cheered to have been agreed upon ty he time of the appropriate and propriate client of the view of the contract is yet with the contract is not under the contract by the client of the view of the contract is not the contract in the contract is not under the contract of the contract is not under the contract of the contract is not under the contract is not under the contract of the contract is not under the contract is not under the contract is not under the contract in the contract is not under the contract in the contract is not under the contract is not under the contract in the contract is not under the contract is not u
- 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 clie including but not limited to setoff against any fees paid by the client under any contracts, agreeme and/or orders/quotations reached with TÜV Rheinland.

- Any part of the work result ordered which is complete in itself may be presented by TÜV Rheinland for acceptance as an instalment. The client shall be obliged to accept it immediately.
- oceptance is required or contractually agreed in an individual case, this shall be deemed to have an aloac two (2) weeks after completion and handover of the work, unless the client refuses eptance within this period stating at least one fundmental breach of contract by TÜV Rheinland.
- The client is not entitled to refuse acceptance due to insignificant breach of contract by TÜV 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.
- Competion or law 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-plentomance by TUN Whinhindan and the client stage of the post of
- Innoder as the clinical management of 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 loved redamage than the above mentioned fump sum.

10. Confidentiality

- 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 to the control of the provision of services by TUV Rheinfand. TUV Rheinfand and not proprietary to cellected, complied or otherwise obtained by TUV Rheinfand in convention with the provision of services by TUV Rheinfand. TUV Rheinfand is entitled to scheme, use, further develop and pass on the data obtained in convention with the provision of services store, use, further develop and pass on the data obtained in convention with the provision of services store, use, further develop and pass on the data obtained in convention with the provision of services store, use, further develop and pass on the data obtained in convention with the provision of services store, use, further develop and pass on the data obtained in convention with the provision of services services, 10.2 The declaring party shall confirm in writing the confidential information transmitted by e-mail. If confidential information is disclosed onally, the receiving party shall confirm in writing the confidential information transmitted by e-mail. If confidential information is disclosed onally, the receiving party shall confirm in writing the confidential information transmitted by e-mail. If confidential information is disclosed onally, the receiving party shall confirm in writing the confidential information transmitted by e-mail. If confidential information is disclosed onally, the receiving party shall confirm in writing the confidential information and confidential information. Turn writing the confidential information is admitted by e-mail. If confidential information is
- All confidential information which the disclosing party transmits or otherwise discloses to the receiving party and which is created during performance of work by TÜV Rheinland:
 - 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;
 - may not be copied, distributed, published or otherwise disclosed 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, judicial court, accreditation bodies or third parise that are involved in the performance of the contract.
 - must be treated by the receiving party with the same level of confidentiality as the receiving party uses to protect its own confidential information, but never with a lesser level of confidentiality than that which is reasonably required.
- 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 contract. The receiving party undertakes to oblige these employees to observe the same level of secrecy as set forth in this confidentiality clause.
- Information for which the receiving party can furnish proof that
- it was generally known at the time of disclosure or has become general knowledge without violation of this confidentiality clause by the receiving party; or
- it was disclosed to the receiving party by a third party entitled to disclose this information; of
- the receiving party developed it itself, irrespective of disclosure by the disclosing party, shall not be deemed to constitute "confidential information" as defined in this confidentiality clause.
 - deemed to constitute 'confidential information' as defined in this confidentiality clause. All confidential information shall remain the property of the disclosing party. The receiving party hereby agrees to immediately (i) return all confidential information, including all copies, to the disclosing party, ander (ii) on request by the disclosing party, to deterry all confidential information, including all copies, and confilm the destruction of this confidential information to the disclosing party in writing, at any time if so requested by the disclosing party but at the latest and without special request after termination or expiry of the contract. This does not extend to include reports and certificates prepared for the client solely for the purpose of thilling the obligations under the contract, reports, certificates and confidential information that forms the basis for preparing these reports and certificates in order to evidence the correctness of its results and for general documentation purposes required by laws, regulations and the requirements of working procedures of TÜV Rheinland.
- From the start of the contract and for a period of three years after termination or expiry of contract, the receiving party shall maintain strict secrecy of all confidential information and shal disclose this information to any third parties or use it for itself.

Copyrights and rights of use, publications

- TÜV Rheinland shall retain all exclusive copyrights in the reports, expert reports/opinions, reports/results, results, calculations, presentations etc. prepared by TÜV Rheinland, ut otherwise agreed by the parties in a separate agreement. As the owner of the copyrights, Rheinland is free to grant others the right to use the work results for individual or all types of (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, expert reports/piprions, test reports/results, results calculations, presentations etc. prepared within the scope of the contract for the contractedly agreed purpose.
- 11.3 The transfer of right of use of the generated work results regulated in clause 11.2. of the GTCB is subject to full payment of the remuneration agreed in favour of TÜV Rheinland.
 - The client may use work results only complete and unshortened. The client may only pass on the work results in full unless TÜV Rheinland has given its prior written consent to the partial passing on of work results.
 - Any publication or duplication of the work results for advertising purposes or any further use of the work results beyond the scope regulaed in clause 11.2 needs the prior written approval of TÜV Rheinland in aeach individual case
 - TÜV Rheinland may revoke a once given approval according to clause 11.5 at any time without stating reasons. In this case, the client is obliged to stop the transfer of the work results immediately at his own expense and, as far as possible, to withdraw publications.
- 11.7 The consent of TÜV Rheinland to publication or duplication of the work results does not entitle the client to use the corporate logo, corporate design or test/certification mark of TÜV Rheinland.

Liability of TÜV Rheinland

11.5

- Irrespective of the legal basis, to the fullest extent permitted by applicable law, in the event of a breach of contractual obligations or tort, the liability of TÜV Rherinated for all damages, losses and remburament of expenses caused by TÜV Rherinated, is legal representatives and/or employees the entire contract; (ii) in the case of a contract for annually recurring services, the agreed annual fee, (iii) in the case of a contract expressly charged on a time and material basis, a maximum of 20,000 Euro or equivalent amount in local currency, and (iv) in the case of a framework agreement that provides for the possibility of placing individual orders, here times of the fee for the individual under which the damages of losses have occurred. Notwithstanding the above, in the event that the Euro or equivalent amount in local currency, the folial and accomplated liability of TÜV Rheriland Euro or equivalent amount in local currency. The folial and accomplated liability of TÜV Rheriland Euro or equivalent amount in local currency. The folial and accomplated liability of TÜV Rheriland
- The limitation of liability according to article 12.1 above shall not apply to damages a caused by malice, intent or gross negligence on the part of TÜV Rheinland or its vica Such limitation shall not apply to damages for a person's death, physical injury or illness
- In cases involving a fundamental breach of contract. TUV Photorisms will be liable even where micro-neglesence is involved. For this propose, a Findamental beach "is breach of a material contract children, the performance of which permits the due performance of the contract. Any claim for damages for a fundamental breach of contract shall be limited to the amount of damages reasonably foreseen as a possible consequence of such breach of contract that the Intel® to the Preach (reasonably foreseenable damages), unless any of the circumstances described in saticle 122 applies. 12.3
- TÜV Rheinland shall not be liable for the acts of the personnel made available by the client to support TÜV Rheinland in the performance of its aeroices under the contract, unless such personnel that the performance of the services under the contract, unless such personnel that has to of the personnel made available by the client under the foregoing provision, the client shall indemnity TÜV Rheinland against any claims made by third parties arising from or in connection with such personnels acts. 12.4
- Unless otherwise contractually agreed in writing, TÜV Rheinland shall only be liable under the co to the client.
- 12.7 None of the provisions of this article 12 changes the burden of proof to the disadvantage of the client

- When passing on the services provided by TÜV Rheinland or parts thereof to third parties in Gn China or other regions, the client must comply with the respectively applicable regulations of nat and international export control law.
 - The performance of a contract with the client is subject to the proviso that there are no obstacles to performance due to national or international foreign trade legislations or embargos and/or sanctions. In the event of a violation, TUV Rheinland shall be entitled to terminate the contract with immediate effect and the client shall compensate for the losses incurred thereof by TÜV Rheinland.

Data protection notice

TVD Rheinland rocesses personal data of the client for the purpose of fulfilling this contract. In addison, TVD Rheinland rocesses personal data for cinher legal purposes in accordance with the relevant legal sais. The personal data of the client will only be disclosed to other natural or legal personal final requirements are met. This also applies to transfers to their countries. The personal data will be deleted in the contract of the countries. The personal data will be deleted for the countries of the countries of the countries of the countries. The personal data will be deleted for the countries of the countries of

15. Test materials/samples: transport risk and storage

- 15.1The risk and costs for freight and transport of documents or test materials/samples to and from TÜV Rheinland as well as the costs of necessary disposal measures shall be borne by the client. TÜV Rheinland will be only liable for the direct loss of test materials/samples in the laboratories or warehouses of TÜV Rheinland only in case of gross negligence.
- 15.2Any destroyed and otherwise worthless test materials/samples will be disposed of by TŪV Rheinland for the client at the expense of the client, unless otherwise agreed.
- 15.3Undamaged test materials/samples shall be stored by TÜV Rheinland for four (4) weeks after completion of the test. If a longer storage period is desired, TÜV Rheinland charges an appropriate storage fee.
- 15.4After the expiry of the 4 weeks or any longer period agreed upon, the test materials/samples will be disposed of by TÜV Rheinland for the client for a fee in accordance with clause 15.2.
 - test materials/samples or documentations are given to the client to be placed in storage at their premises, the test material/samples or documentations must be made available to TUV Rheshinds making available the test material/samples and/or 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 Rheshinds that be voided.

16. Termination of the contract

- 16.1 Novimbated rig clause 3.3 of the GTCB, TÜV Rharizand and the elient are entitled to terminate the contract.

 In the entiry or, in the sand services combined in one contract, each of the combined parts of the contract individually and independently of the continuation of the trenaining 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 a suspension of its accretization or notification.
- 16.2For good causes, TÜV Rheinland may consider giving a written notice to the client to terminate the cor which includes but not limited to the following:
 - a) the client does not immediately notify TÜV Rheinland of changes in the conditions within the company which are relevant for certification or signs of such changes;
 - b) the client misuses the certificate or certification mark or uses it in violation of the contract;
 - c) in the event of several consecutive delays in payment (at least three times);
 - ostantial 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 continue the contractual relationship.
 - e) in the event of any serious misrepresentation, be it by intentional fraud or grossly negligent behavior of the managers, employees or agents of the client;
 - f) if TÜV Rheinland, for reasons beyond its control, is temporarily or finally not able or entitled to continue or finalize the performance of the service, e.g. in case of force majeure, government interference, sanctions, loss of accreditation or notification, or other.
- 16.3in the event of termination with written notice by TÜV Rheinland for good cause. TÜV Rheinland shall be erifield to a lump-sum dain for damages against the client if the conditions of a claim for damages exist. It is not to the conditions of a claim for damages exist. It is not superpart compensation. The client reserves the right to prove that there is no damage or a considerably lower damage, TÜV Rheinland reserves the right to prove a considerably higher damage in individual cases.
- 16.4TÜV Rheinland is also entitled to terminate the contract with written notice if the client has not been able to make use of the time windows for auditing iservice provision provided by TÜV Rheinland within the scope performance of monitoring audits). Clisure 16.3 applies accordingly.

- Force Majeure* means the occurrence of an event or circumstance that prevents or impedes a Party from performing one or more of its contractual obligations under the contract, if and to the extent that that Party proves; (a) that such impediment is beyond its reasonable control; and (b) that it could not reasonably have been foreseen at the time of the conclusion of the contract; and (c) that the effects of the impediment could not reasonably have been avoided or overcome by the affected Party. 17.1"Force Majeure" r
- In the absence of proof to the contrary, the following events affecting a Party shall be presumed to fulfill conditions (a) and (b) under paragraph 1 of this Clause: (i) war (whether declared or not), hostillities, invasion, act of foreign enemies, extensive millitary mobilization; (i) civil var, for theblicn and revolution, millitary or usurped power, insurrection, act of terrorism, sabotage or piracy; (iii) currency and trade restriction, enthages, scandior; (ii) extensive this will or ulantaful, concipiance with any law or governmental order, expropriation, secture of works, requisition, nationalization; (p) alignue, epidemic, natural disaster or detiene natural evert; (i) explosion, in, destruction of expressive disasterity of the contrary of the contr
- as boycut, strike and lock-out, go-alow, occupation of factories and premises.

 The Party successfully invoking this Clause is reliased from its day to perform its chigations under the centract and from any liability in damages or from any other contractual remedy for breach of contract from the time at which the impediment causes inability to perform, provided that the notice thereof is given without delay, it notice thereof is not given without delay, the relief is effective from the time at which notice thereof reaches the other Party. Where the effect of the impediment or event invoked is temporary, the above consequences shall apply only as long as the impediment invoked missed performance by the affected Party. Where the duration of the impediment invoked has the effect of substantially depriving the contracting Parties of what they were reasonably entitled to expect under the contract, either Party lies the right to eleminate the contract by profitted to expect under the contract, the profit is the profit of the pro

- 18.1The 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 contract.
- 18.2. Notwithstanding 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
- (b) it could not reasonably have avoided or overcome the event or its consequences, the Parties are bound, within a reasonable time of the invocation of this Clause, to negotiate alternative contractual terms which reasonably allow to overcome the consequences of the event.
- rec Clause 182 applies, but where the Parties have been unable to agree alternative contractual terms as vided in that paragraph, the Party invoking this Clause is entitled to terminate the contract, but cannot uest adaptation by the judge or arbitrator without the agreement of the other Party.

rtial invalidity, written form, place of jurisdiction and dispute resolution

- All amendments and supplements must be in writing in order to be effective. This also applies to amendments and supplements to this clause 17.1.
- Should one or several of the provisions under the contract and/or these terms and conditions be or become ineffective, the contracting parties shall replace the invalid provision with a legally valid provision that comes closest to the content of the invalid 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:
- if TÜV Rheinland in question is legally registered and existing in the People's Republic of China, the contracting parties hereby agree that the contract and these terms and conditions shall be governed by the laws of the People's Republic of China. if TÜV Rheinland 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 Taiwan.
- if TÜV Rheinland in question is legally registered and existing in Hong Kong, the contracting parties hereby agree that the contract and these terms and conditions shall be governed by the laws of Hong
- Any dispute in connection with the contract and these terms and conditions or the execution thereof shall be settled friendly through negotiations. ass otherwise stipulated in the contract, if no settlement or no agreement in respect of the extension of the negotiation period can be reached within two months of the arising of the dispute, the dispute shall be submitted:
- in the case of TÜV Rheinland in question being legally registered and existing in the Recycle's Republic of China, to China bitemational Economic and Trade Arbitration Commission (CIETAC) to be setted by arbitration under the Arbitration Rules of CIETAC in force when the arbitration is submitted. The arbitration shall take place in Beijing, Shanghai, Shenzhen or Chongqing as appropriately chosen by the claiming party.
- in the case of TÜV Rheinland in question being legally registered and existing in Taiwan, to Chinese Arbitration Association, Taipei to be arbitrated in accordance with its then current Rules of Arbitration. The arbitration shall take place in Taipei.
- the case of TÜV Rheinland being legally registered and existing in Hong Kong, to Hong Kong emational Arbitration Centre (HKIAC) to be settled by arbitration under the HKIAC Administered obiration Rules in force when the Notice of Arbitration is submitted in accordance with these rules. The intration shall takes place in Hong Kong.
- The decision of the relevant arbitration tribunal shall be final and binding on both parties. The arbitration fee shall be borne by the losing party.