Test Report -Products



Report No.: 244468866b 001 Page 1 of 13

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

Contact Information: HAPE INTERNATIONAL(NINGBO)LTD

9-27Nanhai Road, Dagang industrial City, Beilun, Ningbo, China

Test item(s):

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:** 2022-12-12 & 2022-01-20

**Testing Period:** 2022-12-12 to 2023-01-31

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:

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

The provided age grade of the item: Over 24 months. The appropriate age grade of the item: Over 18 months.

The item was tested over 18 months.

For and on behalf

2023-01-31

Date

Neo Yang / Assistant Manager

/w

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:**

est 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 CPSC 16 CFR 1500.48, 1500.49, 1501 Mechanical and Physical Test	PASS
5 Flammability Test of Rigid and Pliable Solids (Part 1500.3(C)(6)(VI) 16 U.S.A.)	6 C.F.R. PASS
6 ASTM F963-17 Sect. 4.3.5.1 and 4.3.5.2 : Soluble heavy metal	PASS
7 ASTM F963-17 Sect. 4.3.5.1 and CPSIA Sect. 101: Total lead content and coating materials	t in paint PASS
8 ASTM F963-17 Sect. 4.3.5.2 and CPSIA Sect. 101: Total lead content substrate materials	t in PASS





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Item NO. Item Description EN Item Description CN Age

E0458,E0458A Sunny Valley Adventure Dome 佩佩阳光谷立体迷宫 24M+





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**Material List:** 

Refer to detail list Item:

Material No.	Material	Color	Location
M001	Whole Product	Multicolor	Sunny Valley Adventure Dome
M002	Wood	Natural	Solid wood
M003	Wood	Natural	Plywood
M004	Wood	Brown	MDF(inaccessible)
M005	Coating	Transparent	Varnish
M006	Coating	Red	On wood, Bird
M007	Coating	Orange	On wood, Bird
M008	Coating	Blue	On wood, Bird
M009	Coating	White	On wood, Bird
M010	Coating	Brown	On wood, "PEPE"
M011	Coating	Black	On wood, bottom
M015	Plastic	Transparent	ABS Cover
M026	Textile	Red	String
M027	Plastic	Orange	Bird mouth



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# 1.ASTM F963-17: Mechanical and physical

### Test result:

Test No:	T001
Material No:	M001
4. Safety requirements	
4.1 Material Quality (visual check)	PASS
4.5 Sound-producing toys	PASS
4.6 Small objects	PASS
4.7 Accessible edges	PASS
4.9 Accessible points	PASS
4.11 Nails and fasteners	PASS
4.38 Magnets	PASS
5. Labeling requirements	
5.16 Promotional materials	PASS
6. Instructional literature	
6.1 Definition and description	PASS
7. Producer's markings	
7.1 Name and address of the producer or the distributor	PASS

# **Use and Abuse Tests:**

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

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

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





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

### Test result:

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

### Remark:

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





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

### Test result:

Test No.	Material No.	Description	Test Method	Result
T001	M001	16 CFR 1500.48	Requirement for sharp points (0- 96 months)	PASS
		16 CFR 1500.49	Requirement for sharp edges - metal or glass (0- 96 months)	PASS
		16 CFR 1501	Requirement for small parts (0-36 months)	PASS

# **Use and Abuse Tests:**

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

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





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

# Test result:

Test No.	Material No.	Burn rate (inch/second)	Result	
T001	M001	DNI	PASS	

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

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





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# 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:

		[mg/kg]									
		Sb	As	Ba	Cd	Cr	Pb	Hg	Se		
		Maxim	Maximum Permissible Limit of Any Toy Materials except Modelling Clay								
Test No.	Material No.	60	25	1000	75	60	90	60	500		
Test No.	ivialeriai ivo.		Ma	ximum Pe	rmissible	Limit of M	odelling C	lay			
		60	25	250	50	25	90	25	500		
					R	\L					
		2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5		
T001	M002	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL		
T002	M003(*1)	< RL	< RL	8.7	< RL	< RL	< RL	< RL	< RL		
T003	M004	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL		
T004	M005	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL		
T005	M006	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL		
T006	M007	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL		
T007	M008	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL		
T008	M009(*1)	< RL	< RL	3.4	< RL	< RL	< RL	< RL	< RL		
T009	M015(*1)	< RL	< RL	7.9	< RL	< RL	< RL	< RL	< RL		
T010	M026(*1)	< RL	< RL	7.8	< RL	< RL	< RL	< RL	< RL		
T011	M027	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL		

Abbreviation:

< = less than

RL = Reporting Limit

mg/kg = milligram per kilogram

# Remark:

\*1 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	Ba	Cd	Cr	Pb	
Analytical Correction (in %)	60	60	30	30	30	30	

\*2 The weight of test portion M010 and M011 available were less than 10 mg, the test for metal content was not performed.

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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# 7.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	M005 + M010 + M011	Lead Content	ppm	10	90	< RL
T002	M006	Lead Content	ppm	10	90	< RL
T003	M007 + M008 + M009	Lead Content	ppm	10	90	< RL

Abbreviation: < = less than

RL = Reporting Limit ppm = parts per million





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### 8.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	M002 + M003	Lead Content	ppm	10	100	< RL
T002	M015 + M027	Lead Content	ppm	10	100	< RL
T003	M026	Lead Content	ppm	10	100	< RL

Abbreviation: < = less than

RL = Reporting Limit ppm = parts per million





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Sample Photo



E0458.E0458A

- END -





### 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 have forester china have who concludes the contract not for the purpose of a daily use; the incorporated or unincorporated entity duly organized, 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 an callary services and other secondary have serviced and other secondary and the services are serviced as a conditions of the client of any nature shall not soonly and shall between the district of the client of any nature shall not soonly and shall between the

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surgescurs provided within the scope of contract performance. Any standard terms and conditions of the client of any statute shall not apply and shall hereby be expressly and conditions of the client of the client shall form part of the client of the client shall form part of in the contract of an originity position of the client, the GTBS shall also apply to future contracts with the client without TUV Rheinland having to refer to them separately in each individual case.

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

### Coming into effect and duration of contracts

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 Rheinland or a separate contractual document being signed by both contracting parties, or upon Rheinland without receiving a quotation from TÜV Rheinland (quotation), TÜV Rheinland is in its soile discretion, enterfield to accept the order by giving written notice of such acceptance (including notice sent via effectivoir means) or by performing the requested services. The contract lare material sport her comprise the contract in accordance with article 3.1 and shall continue for the term agreed in the contract. It is contract term will be extended by if the contract produce for an extension of the contract term, the contract term will be extended by notice prior to the end of the contractual term. 3.1

Scope of services

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 shall be written confirmation of ode by TÜV Rheinland shall be sourced in TÜV Rheinland shall be the written confirmation of ode by TÜV Rheinland shall be the service description (e.g. checking the correctness and functionality of parts, products, processes, installations, organizations not listed in the service description, as well as the intended use and application of auch) are not owed. In particular, no responsibility is assumed for the orphit, urities this is expressly stated in the order.

The agreed services shall be performed in compliance with the regulations in force at the time the contract is entered inthe off to description, in its sold description, the method and nature of the assessment unless otherwise agreed in writing or if mandatory provisions require a specific procedure to be followed.

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excution of the work there shall be no simultaneous assumption of any guarantee of the trees (proper quality) and working order of either tested or examined parts nor of the chress (proper quality) and working order of either tested or examined parts nor of the lation as a whole and its upstream and/or downstream processes, organisations, use and lation as a whole in accordance with regulations, nor of the systems on which the installation is based, or a construction of the proper part of the systems of the proper part of the part of the proper part of the proper part of the proper part of the proper part of the part

with regulatoris, unless tiesed releasons are level present yourset or yet included. In the case of interpection work, TOV Rheinland shall not be responsible for the accuracy or checking of the safety programmes or safety regulations on which the inspections are based, it is not to the contract of the safety programmes or based and the contract of the contract of the contract with a written notice to the client, TOV Rheinland shall be entitled to additional remuneration for resulting additional expenses, series decisionly with the client. A contract of third parties with the sentices of TOV Rheinland as well as making available of and justifying confidence in the work results (set reports, tes tresults, expert prots, test) is not part of the agreed services. This also applies if the client passes on work results in accordance with clause 11.4. As a results for the contract of TOV Rheinland as well as making available of and justifying confidence in the work evaluate (set of the passes on work results - In all or in samples of the client passes on work results - In full or in samples.)

or and justifying confidence in the work results (test reports, test results, expert reports, etc.) is not until or his not roll the agreed services. This side applies if the client passes on work results - in hill or in The client understands and agrees that in order to perform the contract with TUV Reinland, the client may need to sign one or more contractal agreements with amore third party(es) and establish legal relationships with that those third party(es) according to such certain the contractal party of the contractal provided by the contractal party of the contractal

5.3

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 flowing confirmed as binding by TUV Rheinland in writing. It is involved to the client of the provided performance have been agreed, these periods shall not commence until the Arclines 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 TUV Rheinland. TUV Rheinlands in our responsible for a delay in performance, in periods if the client has not approved to the periods of the period of the periods of the periods of the periods of the period of the periods of the period of the periods of the period of th 5.6

performance. If the client is obliged to comply with legal, officially prescribed and/or by the accreditor prescribed deadlines, it is the client's responsibility to agree on performance dates with TUV Rhentland, which enable the client to comply with the legal and/or officially prescribed deadlines. TUV within specifically stating that ensuring the deadlines is the contractual obligation of TUV Rhentland.

# The client's obligation to cooperate

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 be made available free of charge by the client. Moreover, collaborative action of the client must be undertaken in accordance with legal provisions, standards, safety regulations and accident prevention instructions. And the client represents and warrants that:

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/certificates if any.

It he scope of performance is not laid down in writing when the order is placed, invoicing shall be based on costs actually incurred. If no price is agreed in writing, invoicing shall be made in accordance with the price last of TVD Rheinland wild at the time of performance. Unless otherwise agreed, work shall be invoiced according to the progress of the work. If he 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 payment on account or in instaliments.

8.3

Payment terms

All finctios 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 bank account of TUV Rheinland as indicated on the invoice, stating the invoice and client numbers. In cases of default of payment, TUV Rheinland shall be entitled to claim default interest at the applicable short term loan interest rate publicly announced by a reputable commercial bank in the country where TUV Rheinland is located. At the same time. TUV Rheinland reserves the right to Should the client default in payment of the invoice despite being granted a reasonable grace period. TUV Rheinland shall be entitled to cancel the contract, withdraw the certificate, daim damages for non-performance and refuse to continue performance of the contract. The provisions set forth in article & shall also apply in cases involving returned cheques, cessastion of payment, commencement of insolvency proceedings against the client's assets or 8.4

ses in which the commencement of insolvency proceedings has been dismissed due to lack of

ons to the invoices of TÜV Rheinland shall be submitted in writing within two weeks of

Objections to the invoices of TUV Knewnerus aprecipations are receiped of the invoices of TUV Knewnerus aprecipation and the control of the invoices of the invoices. TUV Kneinland shall be entitled to dream and the beginning of a month if overheads and/or purchase costs have increased. In this case, TUV Kneinland shall notify the client in writing of the rise in fees. This notification shall be issued one morth prior to the date on which the rise in fees shall come into effect (period of notice of changes in fees). If the rise in fees remains under 5% exceeds 5% per contractual very the client shall be entitled to beminate the contract by the end of the period of notice of changes in fees, if the contract is not terminated, the changed fees shall be deemed to have been agreed upon by the time of the expiry of the notice period.

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

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. If acceptance is required or contractually agreed in an individual case, this shall be deemed to have basen place leve (2) weeks after competent and hardwork or of the work, unless that have been place leve (2) weeks after competent and hardwork or of the work, unless that Sherindand with the prior basing at least one fundamental breach of contract by TÜV.

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is not entitled to refuse acceptance due to insignificant breach of contract by TÜV

Rheidrad.

If acceptance is excluded according to the nature of the work performance of TÜV Rheinland, he 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 surrellinear equality, or if the client cancels or postpones a confirmed audit date within two (2) weeks before the agreed date, TÜV Rheinland is entitled to immediately chaige a fump—sum compensation of 10% of the coder the confirmance of the complex of t

Rheinland has incurred no damage whatsoever or only a cursorenauy www. www.np.
loader as the client has undertaken in the contract to accept services, TUV Rheinland shall also
be entitled to Antege 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.

Confidentiality

For the purpose of these terms and conditions, "confidential information" means all know-how, trade secrets, documents, images, drawings, expentise, information, dats, test resulfs, reports, rade secrets, documents, images, drawings, expentise, information, dats, test resulfs, reports, rade secrets, documents, images, drawings, expentise, information, dats, test resulfs, resports, rade and result of the control of the co

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the receiving party afready possessed this information prior to disclosure by the disclosing party, the 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 confidentially 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, and/or (ii) or nequeste by the disclosing party. The receiving party hereby agrees to immediately (i) return all confidential information, including all copies, to the disclosing party in writing, at any time if so requised 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 hillling the obligations under the contract, which shall remains with the client. However, TOV Rheinland is entitled to make 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 TOV Rheinland.

### Copyrights and rights of use, publications

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10.7

Copyrights and rights of use, publications
TÜV Rheindand ball retain all exclusive copyrights in the reports, expert reports/ciprions, test reports/re

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 regulated in clause 11.2, and any guidation of the introduction of Besides, the client resurses that the afforceast use shall comply with relevant applicable less, regulations and relevant rules (including but not limited to specific applicable testing and certification rules, recules a crosp given approval according to clause 11.5 at any limited to the provided of the control of the contro

Liability of TÜV Rheinland

Trespective of the signal brain, in the fullest extent permitted by applicable law, in the over of a breach of a contractual abdigations or toot, the liability of TÜV Rheinland for all damages, losses and reimburnement of expenses and the contractual abdigations or toot, the liability of TÜV Rheinland for all damages, losses and reimburnement of expenses and the limited to; (i) in the case of a contract with a fixed overall lee, three times the overall feet for the entire contract, (ii) in the case of a contract with a fixed overall lee, three times the overall feet for the entire contract, (ii) in the case of a contract with a fixed overall lee, three times the overall feet for the entire contract, (iii) in the case of a framework agreement that provides for the possibility of placing individual orders, three times of the feet for the individual order under which the damages or losses have occurred, according to the freedom provisions exceeds 2.5 Million Euro or equivalented manual from the contract of the con

breach (researche) retreached versions and the personnel made available by the client to support TUV Rheinland in the personnel made available by the client to support TUV Rheinland in the performance of its services under the contract, unless such personnel made available is regarded as vicarious agent of TUV Rheinland ITUV Rheinland is not liable for the acts of the personnel made available by the client under the foregoing provision, the client shall indemently TUV Rheinland against any clients made by third prices arising from a Client shall indemently TUV Rheinland against any clients made by their other astings from a Client shall indement the Client shall be client to the Client shall be client shall be client to the Client shall be client s 12.5

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 infermional export control law. When the provise that there are no obstacles to performance do a contract with the client is subject to the provise that there are no obstacles to performance due to national or international foreign trade legislations or embarges and/or sanctions, in the event of a violation, TÜV thereinand shall be entitled to terminate the contract with immediate effect and the client shall compensate for the losses incord freed by TÜV.

Data protection notice

The client understands and agrees that TUV Rheinland processes personal data (including but not initiated to personal information) of the client and its related parties (including but not limited to personal information) of the client and its related parties (including but not limited to the supplier of the client) for the purpose of fulfilling this contract. The client confirms that it has process the personal data that the client confirms that it has process the personal data that the client collected or processed by tested and transferred to TUV Rheinland. For certain services, we may also process sensitive personal data. TUV Rheinland will use and process the data in accordance with the relevant legal basis. If any personal data has to be disclosed or transferred to any third party or any overseas party outside of the district in which the data is accordance with the privacy and personal data security related laws and regulations in China and the local country. TUV Rheinland will take measures to avoid any leadings, abuse, manipulation, diamage or unauthorized access of personal data. The personal data will be detend the following injection, right of processing limitation, right of objection, right of destination, right of processing limitation, right of objection, right of destination data by TUV Rheinland as the personal data by TUV Rheinland as the personal data typication data by TUV Rheinland as the protection distance to the future, as well as the right to like a compliant with the competent data protection supervisory authority, For thrive details on the processing of personal data by TUV Rheinland as the protection of the future of the future. The following address: TUV Rheinland by e-mail at distaprotection flitter details on the processing of personal data by TUV Rheinland by e-mail at dataprotection flitter, Am Graup Da

Retention 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 expense. The only exceptions are test samples, which are placed in storage on the basis of statutory regulations or of another samples, which are placed in storage on the basis of statutory regulations or of another client in the second second of the client in the properties of the client in the state and the samples are standing 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 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 sensities of charge. If the client, in response to such a request, its recognition and popularity damage resulting from the respective testing and certification that is brought forward by the client against TÜV Rheinland shall be voided.

The retention period for the documentation shall be 10 (ten) years after the expiry of the test mark certification or shall meet the applicable legal requirements for EUEC certificatios of conformity.

The costs of the handower and dispatch of the test samples for storage on the client's premises are borne by the client. TUV Rheinland will be islable for the loss of test samples or reference samples from the laboratories or warehouses of TÜV Rheinrand only in case of gross negligence.

15.4

Termination of the contract

Neveltistanding clause 3.3 of the GTCB, TUV Rheinland and the client are entitled to terminate the contract in its entirety or, in the case of services combined in one contract, each of the combined parts of the contract individually and independently of the continuation of the remaining encices with six (6) months motion to the end of the contractually agreed term. The notice period shall be abortered to air (6) weeks in case TUV Rheinland is prevented from performing the properties of the contract which includes but not limited to the following:

For good causes, TUV Rheinland any consider prings a written notice to the client to terminate the contract which includes but not limited to the following:

the client does not immediately rowly TUV Rheinland of changes in the conditions within the terminate one of the contract which includes out one of the contract which includes out one of the contract which includes one of the contract which includes out one of the contract which includes the contract which includes one of the contract which includes the contract which includes an one of the contract which includes the contract which includes the contract which includes a considerably entire and the contract which includes a considerably entire and the contract which includes a considerably entire the contract with written one of the principle of the contract which includes the contract with written of the client.

It TUV Rheinland, for reasons beyond its control, is temporately or finally not able or entitled to a lump-sum client for damages anciency, loss of accordingly on the control of the control of the control of the client.

In the event of termination with written notice by TUV Rheinland for good cause. TUV Rheinland state entitled to the control of the control of a client for damages and the certificatio

16.2

17.2.

within the scope of a certification procedure and the certificate therefore has to be withdrawn (for oxemple during the performance of monitoring audiols). Clause 163 applies accordingly.

Force Majeure

\*\*Force Majeure\*\*

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

(b)

more onerous than could reasonably have been anticipated at the time of the conclusion of the Contract.

Companyage of the file clause, where a Party proves that:

The continued performance of its contractual distins has become excessively control. The continued performance of its contractual distins has become excessively control. The continued performance of its contractual extensionably have been expected to have taken into account at the time of the conclusion of the contract, and that 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 neasonably allow to evercome the consequences of the event.

Where Clause 18.2 applies, but where the Parties have been unable to agree alternative contractual terms as provided in that paragraph, the Parties have been unable to agree alternative contractual terms as provided in that paragraph, the Parties have been unable to agree alternative contractual terms as provided in that paragraph, the Parties have been unable to agree alternative contractual terms as provided in that paragraph, the Parties have been unable to agree alternative contractual terms as provided in that paragraph, the Parties have been unable to agree alternative contractual terms of the contractual terms of 18.3.

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

Partial 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 grain esclosus to the contract of the invalid provision in significant commercial terms, and conditions shall be chosen following the rules as below:

If TUV 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 less of the People's Republic of China.

ITUV Rheinland in question is legally registered and existing in Talwan, the contracting parameterly agree that the contract and these terms and conditions shall be governed by the laws of Talwan.

ITUV Rheinland in question is legally registered and existing in Hong Kong, the contracting it TUV Rheinland is 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 stepulated in the contract, if no settlement or no agreement in respect of the Unless otherwise stepulated in the contract, and the contract of the stepulate of the contract, the dispute shall be submitted in the case of TUV Rheinland in question being legally registered and existing in the People's Republic of China, to China thermational Economic and Trade Arbitration Commission (CET AG) to be satisfied by arbitration under the Arbitration Russ of CETAC in lock when the arbitration is being. Shangkai, Shanthen or Changeing as appropriately chosen by the claiming party, in the case of TUV Rheinland to ingestion being legally registered and existing in Talwan, to Chinese Arbitration Association. Taple to be arbitrated in accordance with its then current Rules in the case of TUV Rheinland to large legally registered and existing in Talwan, to Chinese Arbitration Shangeign legally registered and existing in Talwan, to Chinese Arbitration Shangeign legally registered and existing in Talwan, to Chinese Arbitration Shangeign legally registered and existing in Talwan, to Chinese Arbitration Association. Taple to be settled by arbitration under the HKACA Administered rules. The arbitration shall take place in Hong Kong.