Products

Report No.:	158250309a 001	Page 1 of 15
Client:		
	$\times \times $	
Buyer's name:	$\times\!\!\times\!\!\times\!\!\times\!\!\times\!\!\times\!\!\times\!\!\times\!\!\times\!\!\times\!\!\times\!\!\times\!\!\times\!\!$	
Manufacturer's name:	NOOX CITY	
Test item(s):	Toy components	
Identification/ Model No(s):	Soft book Noox City	
Sample obtaining method:	Sending by customer	
Condition at delivery:	Test item complete and undamaged.	
Sample Receiving date:	2022-04-13	
Testing Period:	2022-04-21 to 2022-04-26	
Place of testing:	Chemical laboratory Hong Kong, Toys laboratory Hong	Kong
Test Specification:		

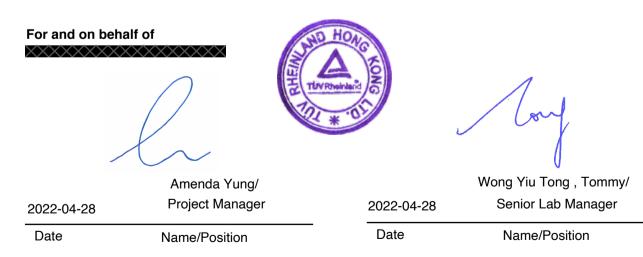
Please refer to "Test Result Summary List" on page 2 for details

Other information:

Country of Origin: China Country of Destination: Germany

The provided age grade of the item(s) : 0+The appropriate age grade of the item(s) : For all ages. The item was tested for all ages.

Packaging provided: Yes



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

 \times



Page 2 of 15

Test Result Summary :	
Test Specification:	Test result:
 EN 71-1:2014+A1:2018 Mechanical and physical properties (As per client request, Clause 7 - Warnings and instructions and 2009/48/EC Labeling requirement were excluded in this test report) 	PASS
2 EN 71-2:2020 Flammability	PASS
3 EN 71-3:2019+A1:2021 Migration of 19 Elements	PASS
4 EN 71-9 : 2005 / A1 : 2007; EN 71-10 and 11 : 2005 Cl. 4.3.1 Formaldehyde (EN ISO 14184-1)	PASS
Formaldehyde content by ISO 14184-1 - Commission Directives (EU) 2019/1929, amendment of Directive 2009/48/EC	PASS
5 Banned azo dyes in accordance to REACH regulation (EC) No. 1907/2006 and amendment no. 552/2009 Annex XVII Item 43 (formerly known as 2002/61/EC)	PASS
Banned azo dyes according to REACH regulation (EC) No. 1907/2006 and its amendments Annex XVII Entry 72	PASS
Customer requirement: Aniline content	Refer to result page
6 TCEP, TCPP and TDCP content - According to the requirement of Appendix C of Annex II to Directive 2009/48/EC with amendment Commission Directive 2014/79/EU	PASS
7 Extractable heavy metals according to REACH regulation (EC) No. 1907/2006 and its amendments Annex XVII Entry 72	PASS
8 REACH regulation (EC) No. 1907/2006 and its amendment regulations on Annex XVII entry 51 and entry 52 : Phthalates	PASS



Page 3 of 15

Material List:

Item: Soft book Noox City

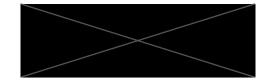
Material No.	Material	Color	Location
M001	Whole Product	Multicolor	Whole product
M003	Textile + printing	Dull white + multicolor	Book
M006	Plastic	Transparent	Inner film
M008	Synthetic fibre	White	Stuffing



Page 4 of 15

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

Test No:	T001
Material No:	M001
4. General requirements	
4.1 Material cleanliness	PASS
4.7 Edges	PASS
4.8 Points and metallic wires	PASS
4.20 Acoustics	PASS
5. Toys intended for children under 36 months	
5.1 General requirements	PASS
5.2 Soft-filled toys and soft-filled parts of a toy	PASS
5.4 Cords, chains and electrical cables in toys	PASS
7. Warnings, markings and instructions for use	
7.1 General	Not Conducted
7.2 Toys not intended for children under 36 months	Not Conducted
7.3 Latex balloons	Not Conducted
7.4 Aquatic toys	Not Conducted
7.5 Functional toys	Not Conducted
7.6 Hazardous sharp functional edges and points	Not Conducted
7.7 Projectile toys	Not Conducted
7.8 Imitation protective masks and helmets	Not Conducted
7.9 Toy kites	Not Conducted
7.10 Roller skates, inline skates, skateboards and certain other ride-on toys	Not Conducted
7.11 Toys otherwise intended to be strung across a cradle, cot, or perambulator	Not Conducted
7.12 Liquid-filled teethers	Not Conducted
7.13 Percussion caps specifically designed for use in toys	Not Conducted
7.14 Acoustics	Not Conducted
7.15 Toy bicycles	Not Conducted
7.16 Toys intended to bear the mass of a child	Not Conducted
7.17 Toys comprising monofilament fibres	Not Conducted
7.18 Toy scooters	Not Conducted
7.19 Rocking horses and similar toys	Not Conducted
7.20 Magnetic/ electrical experimental sets	Not Conducted
7.21 Toys with electrical cables exceeding 300 mm in length	Not Conducted
7.22 Toys with cords or chains intended for children of 18 months and over but under 36 months	Not Conducted
7.23 Toys intended to be attached to a cradle, cot or perambulator	Not Conducted



Page 5 of 15

7.24 Sledges with cords for pulling	Not Conducted
7.25 Flying toys	Not Conducted
7.26 Improvised projectiles	Not Conducted

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



Page 6 of 15

2. EN 71-2:2020 Flammability

Test result:

Test No:	T001
Material No:	M001
4.1 General requirements	PASS
4.5 Soft-filled toys	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.



Page 7 of 15

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

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

3) For scraped-off toy materials:

Test Result:

Test No. T001						
			Material No.	M003		
Test Parameter	Unit	RL	Regulatory Requirement	Result		
Aluminium (Al)	mg/kg	10	28,130	< RL		
Antimony (Sb)	mg/kg	5	560	< RL		
Arsenic (As)	mg/kg	5	47	< RL		
Barium (Ba)	mg/kg	2.5	18,750	5.6		
Boron (B)	mg/kg	10	15,000	< RL		
Cadmium (Cd)	mg/kg	1	17	< RL		
Chromium III (Cr(III))	mg/kg	10	460	4.50		
Chromium VI (Cr(VI))	mg/kg	0.045	0.053	< RL		
Cobalt (Co)	mg/kg	2.5	130	< RL		
Copper (Cu)	mg/kg	2.5	7,700	3.9		
Lead (Pb)	mg/kg	2.5	23	< RL		
Manganese (Mn)	mg/kg	2.5	15,000	11.2		
Mercury (Hg)	mg/kg	2.5	94	< RL		
Nickel (Ni)	mg/kg	2.5	930	< RL		
Selenium (Se)	mg/kg	10	460	< RL		
Strontium (Sr)	mg/kg	2.5	56,000	14.0		
Tin (Sn)	mg/kg	1.0	180,000	< RL		
Organic Tin^	mg/kg	0.2	12	-		
Zinc (Zn)	mg/kg	10	46,000	< RL		

Abbreviation:

less than RL =

<

Reporting Limit mg/kg denotes milligram per kilogram

denotes milligram mg

denotes Organic tin are not necessary to be determined when the Tin concentration is less ۸ 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, 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.



Page 8 of 15

4. Formaldehyde (EN ISO 14184-1)

Test Method: EN ISO 14184-1:2011

Test Result:

Test No.	Material No.	Test Parameter	CAS No.	Unit	RL	Regulatory Requirement	Weight of sample (g)	Test Result
T001	M003	Formaldehyde content	50-00-0	mg/kg	10	30	1.0014	< RL

Abbreviation: < = less than

RL = Reporting Limit mg/kg = milligram per kilogram g = gram

Remark:

- * The sample was packed in polyethylene bag and wrapped by aluminum foil prior to test.
- ** The range of the calibration graph: 0.1 μ g CH₂O/ml to 6 μ g CH₂O/ml.
- *** One test is performed for each material.
- **** The requirement is following Appendix C of Annex II to Directive 2009/48/EC with Commission Directive amendment (EU) 2019/1929, formaldehyde content shall not exceed 30 mg/kg in textile toy material of toys intended for use by children under 36 months or in other toys intended to be placed in the mouth adopted in accordance with Article 46(2). Effective from 21 May 2021.



Page 9 of 15

 \times

Test Report No.: 158250309a 001

5. Banned azo dyes

Test Method:

Method 1 - EN ISO 14362-1:2017 (Textiles) (Buffer extraction) Method 2 - EN ISO 14362-1:2017 (Textiles) (Xylene extraction) Method 3 - ISO 17234-1:2015 (Leather) Method 4 - EN ISO 14362-3:2017 (Textile, 4-aminoazobenzene confirmation) Method 5 - ISO 17234-2:2011 (Leather, 4-aminoazobenzene confirmation)

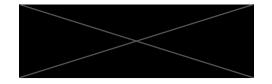
Test Results:

		Material No. Test No.				MC	M003		
				T001-1	T001-2				
		Δ	22 Confir	Method 1 4	Method 2 4				
ID	Test Parameter	CAS NO	Unit	RL	Regulatory Requirement	Result	Result		
A1	4-Aminobiphenyl	92-67-1	mg/kg	5	30	< RL	< RL		
A2	Benzidine	92-87-5	mg/kg	5	30	< RL	< RL		
A3	4-Chloro-o-toluidine	95-69-2	mg/kg	5	30	< RL	< RL		
A4	2-Naphthylamine	91-59-8	mg/kg	5	30	< RL	< RL		
A5*	o-Aminoazotoluene	97-56-3	mg/kg	5	30	< RL	< RL		
A6*	5-nitro-o-toluidine / 2-Amino-4- nitrotoluene	99-55-8	mg/kg	5	30	< RL	< RL		
A7	4-Chloroaniline	106-47-8	mg/kg	5	30	< RL	< RL		
A8	4-methoxy-m-phenylenediamine / 2,4-Diaminoanisole	615-05-4	mg/kg	5	30	< RL	< RL		
A9	4,4'-Diaminodiphenylmethane	101-77-9	mg/kg	5	30	< RL	< RL		
A10	3,3'-Dichlorobenzidine	91-94-1	mg/kg	5	30	< RL	< RL		
A11	3,3'-Dimethoxybenzidine	119-90-4	mg/kg	5	30	< RL	< RL		
A12	3,3'-Dimethylbenzidine	119-93-7	mg/kg	5	30	< RL	< RL		
A13	4,4'-methylenedi-o-toluidine / 3,3'-Dimethyl-4,4'- diaminodiphenylmethane	838-88-0	mg/kg	5	30	< RL	< RL		
A14	p-Cresidine	120-71-8	mg/kg	5	30	< RL	< RL		
A15	4,4'-Methylene-bis-(2- chloroaniline)	101-14-4	mg/kg	5	30	< RL	< RL		
A16	4,4'-Oxydianiline	101-80-4	mg/kg	5	30	< RL	< RL		
A17	4,4'-Thiodianiline	139-65-1	mg/kg	5	30	< RL	< RL		
A18	o-Toluidine	95-53-4	mg/kg	5	30	< RL	< RL		
A19	4-methyl-m-phenylenediamine / 2,4-Toluylendiamine	95-80-7	mg/kg	5	30	< RL	< RL		
A20	2,4,5-Trimethylaniline	137-17-7	mg/kg	5	30	< RL	< RL		
A21	O-Anisidine	90-04-0	mg/kg	5	30	< RL	< RL		
A22**	4-Aminoazobenzene	60-09-3	mg/kg	5	30	< RL	< RL		
A25^	Aniline	62-53-3	mg/kg	5		< RL	< RL		
A26^	1,4-phenylenediamine	106-50-3	mg/kg	5		< RL	< RL		
B3	(B3)4-chloro-o-toluidinium chloride	3165-93-3	mg/kg	5	30	< RL	< RL		
B4	(B4)2-Naphthylammoniumacetate	553-00-4	mg/kg	5	30	< RL	< RL		
B8	(B8)2,4-diaminoanisole sulphate	39156-41-7	mg/kg	5	30	< RL	< RL		
B20	(B20)2,4,5-trimethylaniline hydrochloride	21436-97-5	mg/kg	5	30	< RL	< RL		

Abbreviation: < = less than

RL = Reporting Limit

mg/kg = milligram per kilogram



Page 10 of 15

Remark:

- * The CAS-number 97-56-3 (A5) and 99-55-8 (A6) are further reduced to CAS-number 95-53-4 (A18) and 95-80-7 (A19).
- ** Azo colorants that are able to form 4-aminoazobenzene (A22) CAS-number 60-09-3, generate under the condition of this method Aniline (CAS-number 62-53-3) and 1,4-phenylenediamine (CAS-number 106-50-3.)
- *** Azo colorants that are able to form 4-aminoazobenzene (A22), is confirmed by EN ISO 14362-3:2017 / ISO 17234-2:2011.
- **** Azo colorants are detected & quantified by GC/MS and confirmed by HPLC/DAD or HPLC/MSMS.
- *1 According to REACH regulation (EC) No. 1907/2006 and its amendment no. 552/2009 and (EU) 2020/2096 Annex XVII Entry 43, azodyes which, by reductive cleavage of one or more azo groups, may release one or more of A1 A22, in concentrations above 30 mg/kg (0,003 % by weight) in the articles or in the dyed parts thereof shall not be used, in textile and leather articles which may come into direct and prolonged contact with the human skin or oral cavity.

According to REACH regulation (EC) No. 1907/2006 and its amendments Annex XVII Entry 72, the maximum permissible limit is 30 mg/kg for each of B3, B4, B8 and B20.

B3 is tested and calculated in terms of 4-chloro-o-toluidine (A3). B4 is tested and calculated in terms of 2-Naphthylamine (A4). B8 is tested and calculated in terms of 4-Methoxy-m-phenylenediamine (A8). B20 is tested and calculated in terms of 2,4,5-Trimethylaniline (A20).

^{*2} Detection of Arylamine salts as the amine and tested with the Azo method. Regardless of the origin of the aromatic amine, if the value exceeds 30 mg/kg, it will be a fail result.



Page 11 of 15

 \times

6.TCEP, TCPP and TDCP content

Test Method: Solvent extraction, GC-MS analysis

Test results

	T001			
	M008			
Test Parameter	CAS NO	Unit	RL	Result
Tris-(2-chloroethyl) phosphate (TCEP)	115-96-8	mg/kg	1	< RL
Tris-(2-chloroisopropyl)phosphate (TCPP)	13674-84-5	mg/kg	1	< RL
Tris-(2-chloro- (chloromethyl)ethyl)phosphate (TDCP)	13674-87-8	mg/kg	1	< RL

Abbreviation: < = less than

RL = Reporting Limit mg/kg = milligram per kilogram n.a. = not applicable 1% = 10000 mg/kg

Remark:

*1 The requirement is following Appendix C of Annex II to Directive 2009/48/EC with amendment Commission Directive 2014/79/EU, concentration of TCEP, TCPP and TDCP shall not exceed 5mg/kg in toys intended for use by children under 36 months or in other toys intended to be placed in the mouth adopted in accordance with Article 46(2).



Page 12 of 15

 \times

7. Extractable heavy metals

Test Method: Ref to EN 16711-2:2015.

Test Result:

	T001			
	M003			
Test Parameter	Unit	RL	Regulatory Requirement	Result
Cadmium(Cd)	mg/kg	0.02	1	< RL
Chromium VI (Cr(VI))*	mg/kg	0.5	1	< RL
Arsenic(As)	mg/kg	0.02	1	< RL
Lead(Pb)	mg/kg	0.02	1	< RL

Abbreviation: < = Less than

RL = Reporting Limit mg/kg = milligram per kilogram

Remark:

*

Cr VI need to be tested by EN ISO 17075-1:2017 or EN ISO 17075-2:2017, if the result of Cr exceeded 1 mg/kg.



Page 13 of 15

8.Phthalates content

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

Test Result:

	T001			
	M006			
Test Parameter	CAS NO	Unit	RL	Result
Diethylhexyl phthalate (DEHP)	117-81-7	%	0.005	< RL
Dibutyl phthalate (DBP)	84-74-2	%	0.005	< RL
Benzylbutyl phthalate (BBP)	85-68-7	%	0.005	< RL
Diisobutyl phthalate (DIBP)	84-69-5	%	0.005	< RL
Sum (DEHP+DBP+BBP+DIBP)	-	%	0.005	<rl< td=""></rl<>
Diisononyl phthalate (DINP)	28553-12-0,	%	0.005	< RL
	68515-48-0			
Diisodecyl phthalate (DIDP)	26761-40-0,	%	0.005	< RL
	68515-49-1			
Di-n-octyl phthalate (DNOP)	117-84-0	%	0.005	< RL
Sum (DINP+ DIDP+ DNOP)		%	0.005	<rl< td=""></rl<>
Conclusion: REACH regulation (EC) No.	Pass			
amendment Annex XVII entries 51 and 5	52			

Abbreviation: < = less than RL = Reporting Limit % = percentage

Remark:



Page 14 of 15

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
- 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.



Page 15 of 15

Sample Photos





- END -

General Terms and Conditions of Business o

- 1.1 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)
- (ii) 1.2
- the incorporated or unincorporated entity duly organized, validly existing and capable to form legally binding contracts user the applicable law. The following terms and conditions apply to agreed services including consultancy services, information, deliveries and similar services as wells ancillary services and other secondary obligations provided within the scope of contract performance. 1.3
- 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 TuV 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

2. Quatati

- 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 entext and utanation of contracts. The contract shall come into effect for the agreed terms upon the quotation letter of TÜV Rheinland or a separate contractual document leting signed by both contracting parties, or upon the works whold treacting a quotation from TÜV Rheinland (quotation), TÜV Rheinland (is, in its sole discretion, entitled to acceptance the order by giving written notice of such acceptance (including notice sent val editorium mean) or by performing the requested services. 3.1
- 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 noric n the end of the contractual term. 3.3

Scone of services

- 4.1 The scope and type of the services to be provided by TÜV Rheinland shall be specified in the contractually agreed service scope of TÜV Rheinland by both parties. If no such separate service scope of TÜV Rheinland exists, then the written confirmation of order by TÜV Rheinland shall be decisive for the service to be provided.
- 4.2 The agreed services shall be performed in compliance with the regulations in force at the time the contract is entered into.
- 43 TŪV Rhe FOV Rheinland is entitled to determine, in its sole discretion, the method and nature of the assessment unless otherwise agreed in writing or if mandatory provisions require a specific procedure to be followed.
- procedure to be intolwed. 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 and application in accordance with regulations, nor of the systems on which the installation is based. In particular, TUV Reinland shall assume on 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 covered by the contract.
- ase of inspection work, TOV Rheinland shall not be responsible for the accuracy or checking afety programmes or safety regulations on which the inspections are based, unless otherwise sly agreed in writing. 4.5 In the case of inspe of the safety progra
- If mandatory legal regulations and standards or official requirements for the agreed service scope change after conclusion of the contract, with a written notice to the client, TUV Rheinland shall be entitled to additional remuneration for resulting additional expenses. 46
- The services to be provided by TUV Rheinland under the contract are agreed exclusively with the client. A contract of third parties with the services of TUV Rheinland, as well as making available of adjustifying confidence in the work results (test enports, test results, exerptions), test reports, etc.) is not part 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 clause 11.4.

rformance periods/dates

- 5.1 The contractually agreed periods/dates of performance are based on estimates of the work involved which are prepared in line with the details provided by the client. They shall only be binding if being confirmed as binding by TUV Rheinland in writing.
- 5.2 If binding periods of performance have been agreed, these periods shall not commence until the client has submitted all required documents to TÜV Rheinland.
- 5.3 Articles 5.1 and 5.2 also apply, even without express approval by the client, to all extensions of agreed periods/dates of performance not caused by TÜV Rheinland.
- TUV 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 61 or has not done so in time and, in particular, has not provided TUV Rheinland with all documents and information required for the performance of the service as specified in the contract. 5.4
- 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 hindmance plus any time period which may be regulated to resume

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. 6.1 11.2 6.2
- Design documents, supplies, auxiliary staff, etc. necessary for performance of the services sh made available free of charge by the client. Moreover, collaborative action of the client mu undertaken in accordance with legal provisions, standards, safety regulations and ac prevention instructions. And the client represents and warrants that 11.3
- a) it has required statutory qualifications;
- 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. c)
- 11.5 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.
- 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.

Prices

- 7.1 f the scope of performance is not laid down in writing when the order is placed, invoicing shall be ased on costs actually incurred. If no price is agreed in writing, invoicing shall be made in accordance with the price list of TUV Rheinland valid at the time of performance. If the scope of perform vise agreed, work shall be invoiced according to the progress of the work. 72
- 7.3 If the execution of an order extends over more than one month and the value of the contract or the agreed fixed price exceeds €2,500.00 or equivalent value in local currency, TÜV Rheinland may demand payments on account or in instalments.

Payment terms

August 2021

- 8.1 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. 82
- In cases of default of payment, TÜV Rheinland shall be entitled to claim default interest at the applicable short term loan interest rate publicly amounced by a reputable commercial bank in the country where TÜV Rheinland is located. At the same time, TÜV Rheinland reserves the right to claim further damages. 83
- 8.4 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, 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. 8.5
- Objections to the invoices of TÜV Rheinland shall be submitted in writing within two weeks of receipt of the invoice. 8.6
- TÜV Rheinland shall be entitled to demand appropriate advance payments Lov remains and are emitted to demand appropriate advance payments. TUV Rheniand a that be entited to crisic is fees at the beginning of a month if overheads and/or purchase costs have increased. In this case, TUV Rhenhand shall notify the client in writing of the statistic costs have increased. In this case, TUV Rhenhand shall notify the client in writing of the statistic costs have increased. In this case, TUV Rhenhand shall notify the client in writing of the scened 5% per contractual year, the client shall be entited to terminate the contract. If the rise in fees exceeds 5% per contractual year, the client shall be entited to terminate the contract. If the rise in fees demand to have been agreed upon by the time of the approximation of the pairod of the demind of notice of clarages in fees. If the contract is not terminate, the charged fees shall be demand to have been agreed upon by the time of the appring of the notice period. 8.8
- 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 cliet 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.

- Accentance of work
- 91 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. 14
- 9.2 eptance is required or contractually agreed in an individual case, this shall be deemed to have place two (2) weeks after completion and handover of the work, unless the client refuses tance within this period stating at least one fundmental breach of contract by TÜV Rheinland.
- 03 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. 9.4
- Competent of the whole state later to pack.
- Instruction as almost enter that source of a kin is the constraction of society services. TVV Rehenland shall also be entitled to charge lump-sum damages in the amount of 10% of the order amount as compensation for expresses 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 Rehenland has incurred no damage whatsoever or only a considerably lover damage than the above mentioned lump sum. 9.6

10. Confidentiality

10.3

10.4

10.5

10.6

10.7

11.

11.1

11.4

11.6

117

12.1

12.3

12.4

a)

entaility purpose of hese terms and conditions, "confidential information" means all know-how, trade secrets, documents, principa and financial information, data, test results, reports, samples, project documents, principa and financial information, and supplier information, and markeling principal and financial information, and the secret secret and supplier information, and markeling principal or electric format. Confidential information is expressly not the data and know-how collected, compiled or otherwise obtained by TUV Rheiniand (ToV Rheiniand ToV Rheiniand (ToV Rheiniand Charlow) collected, compiled or otherwise obtained by TUV Rheiniand (ToV Rheiniand ToV Rheiniand ToV Rheiniand ToV Rheiniand ToV Rheiniand ToV Rheiniand (ToV Rheiniand ToV Rheiniand ToV Rheiniand ToV Rheiniand ToV Rheiniand (ToV Rheiniand ToV Rheiniand ToV Rheiniand ToV Rheiniand ToV Rheiniand ToV Rheiniand (ToV Rheiniand ToV) Rheiniand (ToV Rheiniand ToV Rheiniand ToV Rheiniand ToV Rheiniand (ToV Rheiniand ToV) Rheiniand (ToV) Rheiniand (Rheiniand Rheiniand Rheiniand (Rheiniand Rheiniand Rheiniand Rheiniand Rheiniand Rheiniand Rheiniand Rheiniand Rheiniand Rheiniand (Rheiniand Rheiniand Rheinian 10.1For the pu

- 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; a)
- may not be coiled, distributed, buildished 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 parties that are involved in the performance of the contract; b)
- 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 remained c)
- 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 b) it was disclosed to the receiving party by a third party entitled to disclose this information; of
- the receiving party already possessed this information prior to disclosure by the disclosing pa
- d) 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 that i 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) on request by the disclosing party, to destroy all confidential information, including all copies, and confirm the destruction of this confidential information to the disclosing party 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 confitact. This does not extend to include reports and confitales prepared to the client cited by the "Disclosing" confitact and the contract. The confitactes and confidential information that forms the basis for preparing these reports and confitates and confidential information that forms the basis for preparing these reports and purposes required by laws, regulations and the requirements of working procedures of TÜV Rheinland. purposes Rheinland.
 - From the start of the contract and for a period of three years after termination or expiry or 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

- TUV Rheinland shall retain all exclusive copyrights in the reports, expert reports/opinions, reports/results, results, calculations, presentations etc. prepared by TUV Rheinland, u 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 o (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 oftenwise agreed by the parties in a separate agreement. The client may only use such report, supert reports/prinons, test reports/insuits, results calculations, presentations etc. prepared within the scope of the contract of for the contractually agreed purpose.
- 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 TOV Rheinland in each 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.
- The consent of TŪV 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 TŪV Rheinland.

Liability of TÜV Rheinland

- respective 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 TUV Rheninand for all damages, losses and results balanteer of contracts caused by TUV Rheninand for all damages, losses and results balanteer of contracts caused by TUV Rheninand for all damages, losses and 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 operacy procession of the contract operacy caused and a fee, provides for the possibility of plaques (individual orders, the result that the and the service of the service and which the damages of tosses have occurred. Notwithstanding the above, in the event that the fauro or sourieet amount in local currency, the total and accoundated liability of TUV Rheniand fauro occurred and and accoundated liability of TUV. Rheniand and accoundated liability of TUV Rheniand and accoundated liability of TUV Rheniand and accoundated liability of TU under winch me danges on nosses have occurred, wowinstanting une above, in the event that total and accumulated liability calculated according to the foregoing provisions exceeds 2.5 M Euro or equivalent amount in local currency, the total and accumulated liability of TOV Rheini shall be only limited to and shall not exceed the said 2.5 Million Euro or equivalent amount in l
- 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 TUV Rheinland or its vica Such limitation shall not apply to damages for a person's death, physical injury or illness
- In cases involving a functionneated breach of contract. TOV Retendend will be liable each where micro-engligence is involved. For this provides, a "fundamental breach" is kneed of a material contractual obligation, the performance of which permits the due performance of the contract. Any claim damages for a fundamental breach of contract shall be immited to the amount of damages reasonably foreseen as a possible consequence of such breach of contract at the time of the treach (reasonably foreseenable damages), unless any of the circumstance described in anticel 22 applies.
- 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 services under the contract, unless such personnel made available is regarded as vacanous agent of TÜV Mheinland. IT TÜV Nheinland sin to the the acts of the personnel made available by the client under the foregoing provision, he client shall such personnel acts against any claims made by thing persons persons in the client under the track of the personnel made. A such as the client under the foregoing provision, he client shall such personnel acts against any claims made by thing persons persons of more connection with any person of the personnel made.
- Unless otherwise contractually agreed in writing, TÜV Rheinland shall only be liable under the co to the client. 12.5 12.6 The limitation periods for claims for damages shall be based on statutory pro
- 12.7 None of the provisions of this article 12 changes the burden of proof to the disadvantage of the client
- 13. Ex 13.1
 - 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 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 incured thereof by TUV Rheinland.

Data pro

Data protection notice TOV Rheniand rocesses personal data of the client for the purpose of fulfilling this contract. In addition, TUV Rheniand rocesses personal data of the client for the guap proses in accordance with the relevant legal iss. The personal data of the client will only be disclosed to chier natural or legal persons if the legal remotivative are not in a comparison of the second second

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 TÜV 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 maintivilatamples or occumentations are given to the client to be placed in whore a first transmission the transmission of the second or occumentation of the transmission of the second placed of the transmission of the second placed o

16. Termination of the contract

17. Force Majeure

17.2.

47.0

18. Hardship

19. Pa

19.1

19.2

19.3

a)

a)

17.1"Force Maieure" r

- 16.1 Notwithstanding clause 3.3 of the GTGE. TOV Pitherland and the eleminate the contract length of the contract individually and independently of the contract each of the combined parts of the contract individually and independently of the contract individually and independently of the contract individually and independently of the contract individually and the the notice period shall be shortered to six (6) weeks in case TUV Rheinland is prevented from performing the services due to a loss or a suspension of its accretization.
- 16.2For good causes, TÜV Rheinland may consider giving a written notice to the client to terminate the contrac 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.
- 16.3h the event of termination with written notice by TÜV Rheinland for good cause. TÜV Rheinland shall be entitled to a lump-sum claim for damages against the client if the conditions of a claim for damages each term as lump-sum compensation. The dient 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.

16.4TOV Rehinitional is also entitled to terminate the contract-with written notice if the client has not been abilito or the method to a strained private provided by TOV Rehinition written the scope of a certification procedure and the certificate therefore has to be withdrawn (for example during the performance of monitoring audits). Clause 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 on treasonably have been foresen at the time of the conclusion of the contract; and (c) that the effects of the impediment could not reasonably have been avoided or vertexmo by the affector Party.

In the absence of proofs the contrary, the following evaluate all selected rativ conditions (a) and (b) under paragraph 1 of this Clause: (i) war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive imilitary mobilization: (i) ohi war, not, hestilities, relations, entrange, sendinos: (ii) activations, act of terrorism, sabotage or piracy; (iii) currency and trade governmental order, expropriation, secure of works, requisition, nationalization; (iv) playae, ejolenci; natural disaster or deterne stratule evaluation; (i) explayae, in the distruction deterned brance and do transport, biscommunication, information system or every(iii) general labor disturbance such as boyoott; stille and lock-out, pasking, compatibility and every (iii) general labor disturbance such as boyoott; stille and lock-out, pasking.

as boycnt, strike and lock-out, go-silov, occupation of factories and premises. The Party successful invikuing this Cause is invited from lis du/s to parform its obligations under the contract and from any liability in damages or form any other contractual remedy for branch of contract, from the time at which the imgediment causes inability to perform, provided that the notice thereof is given without delay. If 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 imgediment or event invoked is temporary, the above consequences shall apply only as long as the impediment invoked in temporary, the above consequences shall apply only as long as the impediment invoked is enformance by the affected Party. Where the duration of the imgediment invoked is aubstantially depriving the contracting Parties of what they were reasonably entitled to expect under the contract, the Party lises the right to bermains the contract to profection while a tessonable period to terminated by either Party if the duration of the imgediment to weat the contract may be terminated by either Party if the duration of the imgediment available.

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.

(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.

here Clause 18.2 applies, but where the Parties have been unable to agree alternative contractual terms as worked in that paragraph, the Party invoking this Clause is entitled to terminate the contract, but cannot puest adaptation by the judge or arbitrator without the agreement of the other Party.

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 closes 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.

b) 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.

c) 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 TOV Rheinland in question being legally registered and existing in the Receive's Republic of Crine, to Chine International Economic and Trade Arbitration Commission (CIETAC) to be estited 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 Chongsing 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.

in the case of TVU Rehinitand being legally registered and existing in Hong Kong, to Hong Kong International Arbitration Centre (HKIAC) to be settled by arbitration under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted in accordance with these rules. The arbitration shall be 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.

18.2. Notwithstanding paragraph 1 of this Clause, where a Party proves that:

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