

Report No.: 180293267a 001

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Client: LIYOU INDUSTRIAL CO., LTD.

Contact Information: Yangwan, Industrial Zone, Qiaoxia Town, Yongjia, Wenzhou, Zhejiang,
P.R. China

Manufacturer's name: LIYOU INDUSTRIAL CO., LTD

**Identification/
Model No(s):** Children storage cabinet
LY-2305, LY-2304, LY2300, LY2303

Sample obtaining method: Sending by customer

Condition at delivery: Test item complete and undamaged.

Sample Receiving date: 2024-05-07

Testing Period: 2024-05-07 to 2024-05-14

Place of testing: Chemical laboratory Ningbo, Toys laboratory Ningbo

Test Specification:

Test result:

Customer's requirement:

- | | |
|---|-----------------------------|
| 1. EN 71-1:2014+A1:2018 Mechanical and physical properties | PASS |
| 2. GPSD / ProdSG Labeling Check(Only applicable for Non-toy) | Please refer to result page |
| 3. EN 71-2:2020 Flammability | PASS |
| 4. EN 71-3:2019+A1:2021 Migration of 19 Elements | PASS |
| 5. BS EN 71-1:2014+A1:2018 Mechanical and physical properties | PASS |
| 6. BS EN 71-2:2020 Flammability | PASS |
| 7. BS EN 71-3:2019+A1:2021 Migration of 19 Elements - with reference to 2009/48/EC and its amendments | PASS |
| 8. REACH regulation (EC) No. 1907/2006 and its amendment regulations on Annex XVII entry 51 and entry 52 : Phthalates | PASS |

Other information:

Country of Origin: China

Packaging provided: Artwork

The provided age grade of the item: Over 3 years.

As per client's request, the item was tested for over 3 years.

For and on behalf of
TÜV Rheinland/CCIC (Ningbo) Co., Ltd.



Zoey Zhou/
Assistant Manager

2024-05-16

Date

Name/Position



Helen Yang/
Assistant Project Manager

2024-05-16

Date

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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Material List:

Item: Children storage cabinet
LY-2305, LY-2304, LY2300, LY2303

Material No.	Material	Color	Location
A001	Plastic	blue-white	refer to photo
A002	Plastic	light blue	refer to photo
A003	Plastic	dark cyan-blue	refer to photo
A004	Plastic	light pink	refer to photo
A005	Plastic	magenta	refer to photo
A006	Plastic	dark pink	refer to photo
A007	Plastic	white	refer to photo
A008	Plastic	grey	refer to photo
M001	Whole Product	multi color	Children storage cabinet

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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

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

Remark:

- * The labeling requirement of EN71 and 2009/48/EC do not apply.

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2. GPSD / ProdSG Labeling Check(Only applicable for Non-toy)**Test result:**

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

Remark:

- * The manufacturer/trader/applicant has provided the artwork for assessment in this test report.

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

	Test No:	T001
	Material No.	M001
4.1 General requirements		Pass

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

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

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

3) For scraped-off toy materials:
Test Result:

Test No.				T001	T002	T003
Material No.				A001	A002	A003
Test Parameter	Unit	RL	Regulatory Requirement	Result	Result	Result
Aluminium (Al)	mg/kg	10	28,130	< RL	< RL	< RL
Antimony (Sb)	mg/kg	5	560	< RL	< RL	< RL
Arsenic (As)	mg/kg	5	47	< RL	< RL	< RL
Barium (Ba)	mg/kg	2.5	18,750	< RL	< RL	< RL
Boron (B)	mg/kg	10	15,000	< RL	< RL	< RL
Cadmium (Cd)	mg/kg	1	17	< RL	< RL	< RL
Chromium III (Cr(III))	mg/kg	10	460	< RL	< RL	< RL
Chromium VI (Cr(VI))	mg/kg	0.045	0.053	< RL	< RL	< RL
Cobalt (Co)	mg/kg	2.5	130	< RL	< RL	< RL
Copper (Cu)	mg/kg	2.5	7,700	< RL	< RL	< RL
Lead (Pb)	mg/kg	2.5	23	< RL	< RL	< RL
Manganese (Mn)	mg/kg	2.5	15,000	< RL	< RL	< RL
Mercury (Hg)	mg/kg	2.5	94	< RL	< RL	< RL
Nickel (Ni)	mg/kg	2.5	930	< RL	< RL	< RL
Selenium (Se)	mg/kg	10	460	< RL	< RL	< RL
Strontium (Sr)	mg/kg	2.5	56,000	< RL	< RL	< RL
Tin (Sn)	mg/kg	1.0	180,000	< RL	< RL	< RL
Organic Tin [^]	mg/kg	0.2	12	-	-	-
Zinc (Zn)	mg/kg	10	46,000	< RL	< RL	< RL
Mass of trace amount	mg	--	--	-	-	-

Abbreviation: < = less than
 RL = Reporting Limit
 mg/kg denotes milligram per kilogram
 mg denotes milligram
 ^ denotes Organic tin are not necessary to be determined when the Tin concentration is less than calculated limit (3.6 mg/kg) or the components were confirmed to be pure metal

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Test Result:

Test No.				T004	T005	T006
Material No.				A004	A005	A006
Test Parameter	Unit	RL	Regulatory Requirement	Result	Result	Result
Aluminium (Al)	mg/kg	10	28,130	< RL	< RL	< RL
Antimony (Sb)	mg/kg	5	560	< RL	< RL	< RL
Arsenic (As)	mg/kg	5	47	< RL	< RL	< RL
Barium (Ba)	mg/kg	2.5	18,750	< RL	< RL	< RL
Boron (B)	mg/kg	10	15,000	< RL	< RL	< RL
Cadmium (Cd)	mg/kg	1	17	< RL	< RL	< RL
Chromium III (Cr(III))	mg/kg	10	460	< RL	< RL	< RL
Chromium VI (Cr(VI))	mg/kg	0.045	0.053	< RL	< RL	< RL
Cobalt (Co)	mg/kg	2.5	130	< RL	< RL	< RL
Copper (Cu)	mg/kg	2.5	7,700	< RL	7.2	< RL
Lead (Pb)	mg/kg	2.5	23	< RL	< RL	< RL
Manganese (Mn)	mg/kg	2.5	15,000	< RL	< RL	< RL
Mercury (Hg)	mg/kg	2.5	94	< RL	< RL	< RL
Nickel (Ni)	mg/kg	2.5	930	< RL	< RL	< RL
Selenium (Se)	mg/kg	10	460	< RL	< RL	< RL
Strontium (Sr)	mg/kg	2.5	56,000	< RL	< RL	< RL
Tin (Sn)	mg/kg	1.0	180,000	< RL	< RL	< RL
Organic Tin [^]	mg/kg	0.2	12	-	-	-
Zinc (Zn)	mg/kg	10	46,000	< RL	< RL	< RL
Mass of trace amount	mg	--	--	-	-	-

Abbreviation:

- < = less than
- RL = Reporting Limit
- mg/kg denotes milligram per kilogram
- mg denotes milligram
- [^] denotes Organic tin are not necessary to be determined when the Tin concentration is less than calculated limit (3.6 mg/kg) or the components were confirmed to be pure metal

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Test Result:

Test No.				T007	T008
Material No.				A007	A008
Test Parameter	Unit	RL	Regulatory Requirement	Result	Result
Aluminium (Al)	mg/kg	10	28,130	< RL	< RL
Antimony (Sb)	mg/kg	5	560	< RL	< RL
Arsenic (As)	mg/kg	5	47	< RL	< RL
Barium (Ba)	mg/kg	2.5	18,750	< RL	< RL
Boron (B)	mg/kg	10	15,000	< RL	< RL
Cadmium (Cd)	mg/kg	1	17	< RL	< RL
Chromium III (Cr(III))	mg/kg	10	460	< RL	< RL
Chromium VI (Cr(VI))	mg/kg	0.045	0.053	< RL	< RL
Cobalt (Co)	mg/kg	2.5	130	< RL	< RL
Copper (Cu)	mg/kg	2.5	7,700	< RL	< RL
Lead (Pb)	mg/kg	2.5	23	< RL	< RL
Manganese (Mn)	mg/kg	2.5	15,000	< RL	< RL
Mercury (Hg)	mg/kg	2.5	94	< RL	< RL
Nickel (Ni)	mg/kg	2.5	930	< RL	< RL
Selenium (Se)	mg/kg	10	460	< RL	< RL
Strontium (Sr)	mg/kg	2.5	56,000	< RL	< RL
Tin (Sn)	mg/kg	1.0	180,000	< RL	< RL
Organic Tin [^]	mg/kg	0.2	12	-	-
Zinc (Zn)	mg/kg	10	46,000	< RL	< RL
Mass of trace amount	mg	--	--	-	-

Abbreviation: < = less than
 RL = Reporting Limit
 mg/kg denotes milligram per kilogram
 mg denotes milligram
 ^ denotes Organic tin are not necessary to be determined when the Tin concentration is less than calculated limit (3.6 mg/kg) or the components were confirmed to be pure metal

Remark:

- * Categorization of toys materials is based on the material texture. According to point H.11 of Annex H to EN 71-3:2019+A1:2021, 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.

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

Test No:	T001
Material No:	M001
4. General requirements	
4.7 Edges	Pass
4.8 Points and metallic wires	Pass

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

Remark:

- * The labeling requirement of BS EN71 and 2009/48/EC do not apply.

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6. BS EN 71-2:2020 Flammability**Test result:**

	Test No:	T001
	Material No:	M001
4.1 General requirements		Pass

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

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7. BS EN 71-3:2019+A1:2021 Migration of 19 Elements – with reference to 2009/48/EC and its amendments

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

3) For scraped-off toy materials:
Test Result:

Test No.				T001	T002	T003
Material No.				A001	A002	A003
Test Parameter	Unit	RL	Regulatory Requirement	Result	Result	Result
Aluminium (Al)	mg/kg	10	28,130	< RL	< RL	< RL
Antimony (Sb)	mg/kg	5	560	< RL	< RL	< RL
Arsenic (As)	mg/kg	5	47	< RL	< RL	< RL
Barium (Ba)	mg/kg	2.5	18,750	< RL	< RL	< RL
Boron (B)	mg/kg	10	15,000	< RL	< RL	< RL
Cadmium (Cd)	mg/kg	1	17	< RL	< RL	< RL
Chromium III (Cr(III))	mg/kg	10	460	< RL	< RL	< RL
Chromium VI (Cr(VI))	mg/kg	0.045	0.053	< RL	< RL	< RL
Cobalt (Co)	mg/kg	2.5	130	< RL	< RL	< RL
Copper (Cu)	mg/kg	2.5	7,700	< RL	< RL	< RL
Lead (Pb)	mg/kg	2.5	23	< RL	< RL	< RL
Manganese (Mn)	mg/kg	2.5	15,000	< RL	< RL	< RL
Mercury (Hg)	mg/kg	2.5	94	< RL	< RL	< RL
Nickel (Ni)	mg/kg	2.5	930	< RL	< RL	< RL
Selenium (Se)	mg/kg	10	460	< RL	< RL	< RL
Strontium (Sr)	mg/kg	2.5	56,000	< RL	< RL	< RL
Tin (Sn)	mg/kg	1.0	180,000	< RL	< RL	< RL
Organic Tin [^]	mg/kg	0.2	12	-	-	-
Zinc (Zn)	mg/kg	10	46,000	< RL	< RL	< RL
Mass of trace amount #	mg	--	--	-	-	-

Abbreviation: < less than
 RL = Reporting Limit
 mg/kg denotes milligram per kilogram
 mg denotes milligram
[^] denotes Organic tin are not necessary to be determined when the Tin concentration is less than calculated limit (3.6 mg/kg) or the components were confirmed to be pure metal

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Test Result:

Test No.				T004	T005	T006
Material No.				A004	A005	A006
Test Parameter	Unit	RL	Regulatory Requirement	Result	Result	Result
Aluminium (Al)	mg/kg	10	28,130	< RL	< RL	< RL
Antimony (Sb)	mg/kg	5	560	< RL	< RL	< RL
Arsenic (As)	mg/kg	5	47	< RL	< RL	< RL
Barium (Ba)	mg/kg	2.5	18,750	< RL	< RL	< RL
Boron (B)	mg/kg	10	15,000	< RL	< RL	< RL
Cadmium (Cd)	mg/kg	1	17	< RL	< RL	< RL
Chromium III (Cr(III))	mg/kg	10	460	< RL	< RL	< RL
Chromium VI (Cr(VI))	mg/kg	0.045	0.053	< RL	< RL	< RL
Cobalt (Co)	mg/kg	2.5	130	< RL	< RL	< RL
Copper (Cu)	mg/kg	2.5	7,700	< RL	7.2	< RL
Lead (Pb)	mg/kg	2.5	23	< RL	< RL	< RL
Manganese (Mn)	mg/kg	2.5	15,000	< RL	< RL	< RL
Mercury (Hg)	mg/kg	2.5	94	< RL	< RL	< RL
Nickel (Ni)	mg/kg	2.5	930	< RL	< RL	< RL
Selenium (Se)	mg/kg	10	460	< RL	< RL	< RL
Strontium (Sr)	mg/kg	2.5	56,000	< RL	< RL	< RL
Tin (Sn)	mg/kg	1.0	180,000	< RL	< RL	< RL
Organic Tin [^]	mg/kg	0.2	12	-	-	-
Zinc (Zn)	mg/kg	10	46,000	< RL	< RL	< RL
Mass of trace amount #	mg	--	--	-	-	-

Abbreviation: < less than
 RL = Reporting Limit
 mg/kg denotes milligram per kilogram
 mg denotes milligram
[^] denotes Organic tin are not necessary to be determined when the Tin concentration is less than calculated limit (3.6 mg/kg) or the components were confirmed to be pure metal

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Test Result:

Test No.				T007	T008
Material No.				A007	A008
Test Parameter	Unit	RL	Regulatory Requirement	Result	Result
Aluminium (Al)	mg/kg	10	28,130	< RL	< RL
Antimony (Sb)	mg/kg	5	560	< RL	< RL
Arsenic (As)	mg/kg	5	47	< RL	< RL
Barium (Ba)	mg/kg	2.5	18,750	< RL	< RL
Boron (B)	mg/kg	10	15,000	< RL	< RL
Cadmium (Cd)	mg/kg	1	17	< RL	< RL
Chromium III (Cr(III))	mg/kg	10	460	< RL	< RL
Chromium VI (Cr(VI))	mg/kg	0.045	0.053	< RL	< RL
Cobalt (Co)	mg/kg	2.5	130	< RL	< RL
Copper (Cu)	mg/kg	2.5	7,700	< RL	< RL
Lead (Pb)	mg/kg	2.5	23	< RL	< RL
Manganese (Mn)	mg/kg	2.5	15,000	< RL	< RL
Mercury (Hg)	mg/kg	2.5	94	< RL	< RL
Nickel (Ni)	mg/kg	2.5	930	< RL	< RL
Selenium (Se)	mg/kg	10	460	< RL	< RL
Strontium (Sr)	mg/kg	2.5	56,000	< RL	< RL
Tin (Sn)	mg/kg	1.0	180,000	< RL	< RL
Organic Tin [^]	mg/kg	0.2	12	-	-
Zinc (Zn)	mg/kg	10	46,000	< RL	< RL
Mass of trace amount #	mg	--	--	-	-

Abbreviation: < less than
 RL = Reporting Limit
 mg/kg denotes milligram per kilogram
 mg denotes milligram
[^] denotes Organic tin are not necessary to be determined when the Tin concentration is less than calculated limit (3.6 mg/kg) or the components were confirmed to be pure metal

Remark:

- * Categorization of toys materials is based on the material texture. According to point H.11 of Annex H to BS EN 71-3:2019+A1:2021, cosmetic materials with dry, brittle, powder like or pliable texture such as lipstick and eyeshadow are considered as category I materials. However, as a reminder, it cannot preclude the possibility that some national enforcement authorities might take a more stringent action to treat cosmetic materials as sticky and evaluate according to category II requirement as they are intended to be applied on skin and retained for long time.

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8. Phthalates content

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

Test Result:

Test No.				T001	T002	T003
Material No.				A001 + A002 + A003	A004 + A005 + A006	A007 + A008
Test Parameter	CAS NO	Unit	RL	Result	Result	Result
Diethylhexyl phthalate (DEHP)	117-81-7	%	0.005	< RL	< RL	< RL
Dibutyl phthalate (DBP)	84-74-2	%	0.005	< RL	< RL	< RL
Benzylbutyl phthalate (BBP)	85-68-7	%	0.005	< RL	< RL	< RL
Diisobutyl phthalate (DIBP)	84-69-5	%	0.005	< RL	< RL	< RL
Sum (DEHP+DBP+BBP+DIBP)	-	%	0.005	<RL	<RL	<RL
Diisononyl phthalate (DINP)	28553-12-0, 68515-48-0	%	0.005	< RL	< RL	< RL
Diisodecyl phthalate (DIDP)	26761-40-0, 68515-49-1	%	0.005	< RL	< RL	< RL
Di-n-octyl phthalate (DNOP)	117-84-0	%	0.005	< RL	< RL	< RL
Sum (DINP+ DIDP+ DNOP)	--	%	0.005	<RL	<RL	<RL
Conclusion: REACH regulation (EC) No. 1907/2006 and its amendment Annex XVII entries 51 and 52				Pass	Pass	Pass

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

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Remark:

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

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

Denote:

Examples of articles that are excluded from the restriction

- Articles exclusively for industrial / agricultural use / use in open air, provided that no plasticised material comes into contact with human mucous membranes or into prolonged contact with human skin (i.e. Continuous contact of more than 10 minutes duration or intermittent contact over a period of 30 minutes, per day.)
 - 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
 - Measuring devices for laboratory use;
 - Food contact material and articles within the scope of Regulation (EC) No 1935/2004 or Commission Regulation (EU) No 10/2011
 - Medical devices (Directive 90/385/EEC, 93/42/EEC or 98/79/EC)
 - 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.

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Sample Photos

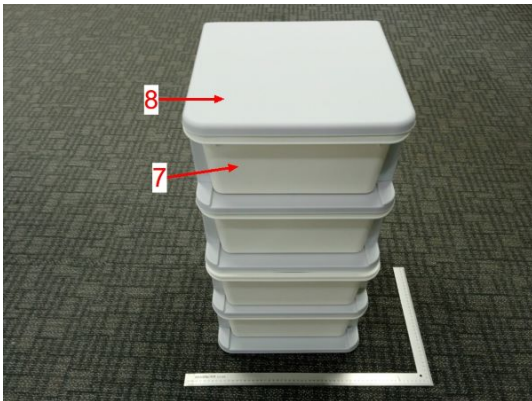
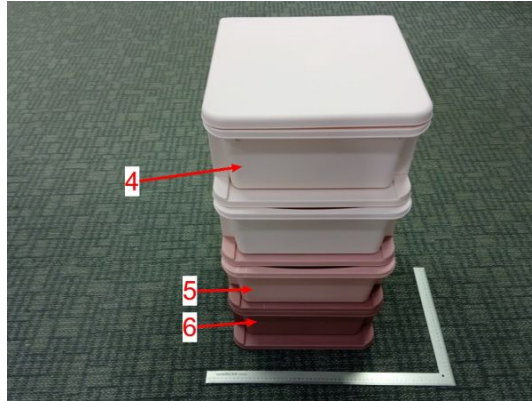
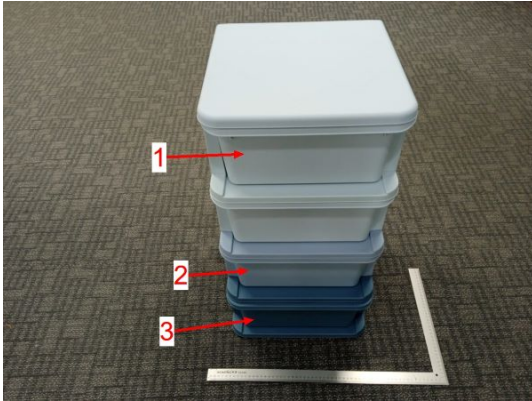


Photo Provided by Client



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Sample Photos



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Sample Photos



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- END -

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

1. Scope
These General Terms and Conditions of Business of TÜV Rheinland in Greater China ("GTCB") shall be made between one or more members of the TÜV Rheinland Group in Greater China as applicable as the case may be ("TÜV Rheinland"). The Greater China hereof refers to the regions within the territories of China. The client hereby includes:

- (i) a natural person capable to form legally binding contracts under the applicable laws who concludes the contract for the purpose of the daily use;
- (ii) 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 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 case.

2. Quotations

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

3. Coming into effect and duration of contracts

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

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 in the contract where such extension is written in writing by both parties with a three-month notice prior to the end of the contractual term.

4. 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 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. Unless otherwise agreed, services beyond the scope of the service description (e.g. checking of the construction of parts, products, processes, installations, organizations not listed in the service description, as well as the intended use and application of such) are not owed. In particular, no responsibility is assumed for the design, selection of materials, construction or intended use of an examined part, product, process or plant, unless this is expressly stated in the order.

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 assessment unless otherwise agreed in writing or if mandatory provisions require a specific procedure to be followed.

On execution of the work there shall be no simultaneous assumption of any guarantee of the correctness (proper quality) and working order of either tested or examined parts nor of the installation as a whole or the upstream and/or downstream processes, organizations, use and application in accordance with regulations, nor of the systems on which the installation is based. In particular, TÜV Rheinland shall assume no responsibility for the construction, selection of materials and assembly of installations examined by TÜV Rheinland. TÜV Rheinland is not responsible with regulations, unless these questions are expressly covered by the contract.

In the case of inspection work, TÜV Rheinland shall not be responsible for the accuracy or checking of the safety programmes or safety regulations on which the inspections are based, unless otherwise expressly agreed in writing or if mandatory provisions require a specific procedure to be followed.

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

The services to be provided by TÜV Rheinland under the contract are agreed exclusively with the client. A contract of third parties with the services of TÜV Rheinland, as well as making available of and justifying confidence in the work results (test reports, test results, expert reports, etc.) are 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.

The client understands and agrees to perform the contract with TÜV Rheinland, the client may need to sign one or more contractual agreements with all more third party(ies) and establish legal relationships with those third party(ies) according to such contractual agreements. TÜV Rheinland shall not be liable for the consequences of legal liability according to this contract and the direct services actually to be provided by our company in the service process. If the relevant services are not directly provided by TÜV Rheinland (including but not limited to any testing and certification services to be provided by third parties, test and certification services), TÜV Rheinland will provide the client as agent for such relevant services. In order to achieve the purpose of the contract, the client hereby agrees that TÜV Rheinland can also sub-entrust to a third party to third parties under the contract. The client hereby agrees to bear all responsibility and/or risk for any services to be provided by any third parties (including but not limited to the testing and/or certification services to be entrusted and/or applied for by our company on behalf of the client to other testing and/or certification bodies, agency services provided by any other third party(ies), etc.). Besides, the client shall be liable in accordance with the relevant laws and regulations and/or the terms under the contract. If the client is required to provide any annual renewal/validity of the relevant services, TÜV Rheinland shall be responsible and pay additional fees in accordance with the relevant laws and regulations or the testing and certification rules, such fees are not within the scope of the contract price, the client shall timely perform the obligation to pay the fees in accordance with the relevant laws and regulations. If the client fails to perform such obligations of the annual renewal/succession or fees payment, it may lead to adverse consequences such as failure of the annual renewal/succession/invalidity of testing and certification results, which shall not be borne by TÜV Rheinland.

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

5. Performance period/dates

The contractually agreed period/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 consistent as binding by TÜV Rheinland in writing.

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

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

TÜV Rheinland is not responsible for a delay in performance, in particular if the client has not fulfilled his obligations in accordance with clause 1.1 and the client 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 performance.

If the client is obliged to comply with legal, officially prescribed and/or by the accreditator prescribed deadlines, it is the client's responsibility to ensure that the deadlines are complied with, in particular, which enable the client to comply with the legal and/or officially prescribed deadlines. TÜV Rheinland assumes no responsibility in this respect unless TÜV Rheinland expressly agreed in writing specifically stating that ensuring the deadlines is the contractual obligation of TÜV Rheinland.

6. The client's obligation to cooperate

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:

- a) it has required statutory qualifications;
- b) the product, service or management system to be certified complies with applicable laws and regulations; and
- c) it doesn't have any legal and dishonest behaviours or is not included in the list of Enterprises with Serious Illegal and Dishonest Acts 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.

The client shall bear any additional cost incurred on account of work having to be redone or being delayed as a result of late, incorrect or incomplete information provided by or lack of proper cooperation from the client. Even where a fixed or maximum price is agreed, TÜV Rheinland shall be entitled to charge extra fees for such additional expense.

7. Prices

If the scope of performance is not laid down in writing when the order is placed, invoicing shall be based on costs actually incurred. If no price is agreed in writing, invoicing shall be based on the price list of TÜV Rheinland valid at the time of performance.

Unless otherwise agreed, work orders shall be issued by the client in writing. If the execution of an order extends over more than one month and the value of the contract or the agreed fixed price exceeds €2,500.00 or equivalent value in local currency, TÜV Rheinland may demand payments on account or in instalments.

8. Payment terms

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

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

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

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.

April 2024

This GTCB is only used for TÜV Rheinland Business Stream Products

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TÜV Rheinland shall be entitled to demand appropriate advance payments.

TÜV Rheinland shall be entitled to raise its fees at the beginning of a month if overheads and/or purchase costs have increased. In this case, TÜV Rheinland shall notify the client in writing of the rise in fees. This notification shall be issued one month prior to the date on which the rise in fees shall come into effect (period of notice of changes in fees). If the rise in fees exceeds 5% per contractual year, the client shall not have the right to terminate the contract. If the rise in fees exceeds 5% per contractual year, the client shall be entitled to terminate the contract by the end of the period of notice of changes in fees. If the contract is not terminated in the changes under 5% per contractual year, the client shall have the right to terminate the contract by the end of the period of notice of changes in fees.

Only legally established and undisputed claims may be offset against claims by TÜV Rheinland. TÜV Rheinland shall have the right at all times to set off any amount due or payable by the client, including but not limited to set off any amount due or payable by the client under any contracts, agreements and/or order/understandings reached with TÜV Rheinland.

9. Acceptance of work

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 taken place two (2) weeks after completion and handover of the work, unless the client refuses acceptance within this period stating at least one fundamental breach of contract by TÜV Rheinland.

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.

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

9.6 Insofar as the client has undertaken in the contract to accept services, TÜV Rheinland shall also be entitled to charge for out-of-pocket damages in the form of a lump-sum compensation of 10% of the compensation for expenses if the service is not called within one year after the order has been placed. The client reserves the right to prove that the TÜV Rheinland has incurred no damage whatsoever or only a considerably lower damage than the above mentioned lump sum.

10. Confidentiality

For the purpose of these terms and conditions, "confidential information" means all know-how, trade secrets, documents, images, drawings, expertise, information, data, test results, reports, samples, project documents, pricing and financial information, customer and supplier information, and marketing techniques and advertising strategies.

Confidential information shall be disclosed by the client to TÜV Rheinland, or if the client discloses confidential information to a third party, the client shall be deemed to have disclosed confidential information to TÜV Rheinland. Confidential information shall be disclosed by the client to TÜV Rheinland, or if the client discloses confidential information to a third party, the client shall be deemed to have disclosed confidential information to TÜV Rheinland. Confidential information shall be disclosed by the client to TÜV Rheinland, or if the client discloses confidential information to a third party, the client shall be deemed to have disclosed confidential information to TÜV Rheinland.

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