

Report No.: **168373222a 001**

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Client: NINGBO PRINCE TOYS CO.,LTD.

Contact Information: No.777 East Taoyuan Road, Guanhaiwei Town, Cixi City, Zhejiang, China

Buyer's name: LANDMARK

Test item(s): Toys

**Identification/
Model No(s):** BABY RIDE ON CAR
662/663

Sample obtaining method: Sending by customer

Condition at delivery: Test item complete and undamaged.

Sample Receiving date: 2022-05-17

Testing Period: 2022-05-23 to 2022-06-09

Place of testing: Chemical laboratory Shenzhen, Toys laboratory Shenzhen

Test Specification:

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

Other information:

(1) The provided age grade of the item(s) : For age of 12-36 months.
The appropriate age grade of the item(s) : For age of 12-36 months.
The item(s) was/ were tested for the age of 12-36 months.

(2) Packaging provided: Artwork

(3) Information provided by customer:
Country of Origin: CHINA

For and on behalf of
TÜV Rheinland (Shenzhen) Co., Ltd.



Candy He/
Lab. Supervisor

2022-06-16

Date

Name/Position



Helen Zhang/
Section Manager

2022-06-16

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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Test Result Summary :**Test Specification:****Test result:**

1 EN 71-1:2014+A1:2018 Mechanical and physical properties	PASS
2 2009/48/EC CE marking	PASS
3 2009/48/EC Labeling Requirement(Importer/ Manufacturer Mark, Product Identification, Washing/ Cleaning instruction)	Please refer to result page
4 EN 71-2:2020 Flammability	PASS
5 EN 71-3:2019+A1:2021 Migration of 19 Elements	PASS
6 Total Cadmium Content - REACH regulation (EC) No. 1907/2006 Annex XVII Item 23 and its amendments (EC) No. 552/2009, (EU) No. 494/2011, (EU) No. 835/2012 and (EU) No. 217/2016.	PASS
7 REACH regulation (EC) No. 1907/2006 and its amendment Annex XVII entry 51 and entry 52 : Phthalates	PASS
8 Polycyclic aromatic hydrocarbons (PAHs) - REACH regulation (EC) No. 1907/2006 with Amendment No. 552/2009 Annex XVII Item No. 50 and (EU) No.1272/2013	PASS
9 EN IEC 62115:2020+A11:2020 Electric toys - Safety	PASS
10 Cadmium, Lead, Chromium (VI), Mercury, Polybrominated biphenyls (PBB) and Polybrominated diphenyl ethers (PBDE), ROHS Phthalates (BBP, DBP, DEHP, DIBP) According to RoHS(recast): Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment, 2011/65/EU Annex II and its amendment Directive (EU) 2015/863	PASS

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Material List:

 Item: BABY RIDE ON CAR
 662/663

Material No.	Material	Color	Location
A001	Paper + adhesive	White	Refer to photo
A002	Coating	Multi-color	Refer to photo
A003	Plastic	Black	Refer to photo
A004	Plastic	Yellow	Refer to photo
A005	Plastic	Light grey	Refer to photo
A006	Metal	Black	Refer to photo
A007	Metal	Silvery	Refer to photo
A008	Metal	Silvery	Refer to photo
A009	Metal	Silvery	Refer to photo
A010	Metal	Silvery	Refer to photo
A011	Plastic	Matt black	Refer to photo
A012	Plastic	Red	Refer to photo
A013	Metal	Silvery	Refer to photo
A014	Metal	Silvery	Refer to photo
A015	Plastic	Deep grey	Refer to photo
A016	Solder	Silvery	Refer to photo
A017	PCB board	White/ green/ coppery	Refer to photo
A018	Glue	Black	Refer to photo
A019	Plastic	White	Refer to photo
A020	Plastic	Red	Refer to photo
A021	Plastic	Deep blue	Refer to photo
A022	Plastic	Yellow	Refer to photo
A023	Plastic	Black	Refer to photo
A024	Metal	Silvery	Refer to photo
A025	Metal	Silvery	Refer to photo
A026	PCB board	White/ green	Refer to photo
A027	Solder	Silvery	Refer to photo
A028	Plastic	White/ black	Refer to photo

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A029	Solder	Silvery	Refer to photo
A030	Metal	Silvery	Refer to photo
A031	Metal	Silvery	Refer to photo
A032	Plastic	Green/ black	Refer to photo
A033	Magnet	Black	Refer to photo
A034	PCB board	Beige/ coppery/ green	Refer to photo
A035	Solder	Silvery	Refer to photo
A036	Plastic	Transparent	Refer to photo
A037	Metal	Coppery	Refer to photo
A038	Metal	Silvery	Refer to photo
A039	Metal	Silvery	Refer to photo
A040	Metal	Silvery	Refer to photo
A041	Metal	Silvery	Refer to photo
A042	Metal	Silvery	Refer to photo
A043	Metal	Silvery	Refer to photo
A044	Plastic	Beige	Refer to photo
A045	Coating	Black	Refer to photo
A046	Metal	Silvery	Refer to photo
A047	Metal	Silvery	Refer to photo
A048	Metal	Silvery	Refer to photo
A049	Plastic	Deep grey	Refer to photo
A050	Metal	Silvery	Refer to photo
M001	Whole Product	Multi-color	BABY RIDE ON CAR
M002	Paper + adhesive	White	Paper sticker
M003	Coating	Multi-color	Paper sticker
M004	Plastic	Black	Bucket and chassis of excavator
M005	Plastic	Yellow	Excavator
M006	Plastic	Light grey	Mechanical arm
M007	Plastic	Matt black	Wheel
M008	Plastic	Red	Button of steering wheel
M009	Plastic	Deep grey	Washer of battery case cover
M010	PCB board	White/ green/ coppery	PCB

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M011	Glue	Black	Hot melt glue
M012	Plastic	White	Wire jacket
M013	Plastic	Red	Wire jacket
M014	Plastic	Deep blue	Wire jacket
M015	Plastic	Yellow	Wire jacket
M016	Plastic	Black	Wire jacket
M017	PCB board	White/ green	Button PCB
M018	Plastic	White/ black	Button
M019	Plastic	Green/ black	Shell of speaker (with glue)
M020	PCB board	Beige/ coppery/ green	PCB of speaker
M021	Plastic	Transparent	Film of speaker
M022	Plastic	Beige	Tool
M023	Coating	Black	Rotation shaft
M024	Plastic	Deep grey	Mechanical arm of bulldozer
M025	Paper + coating + adhesive	White/ multi-color	Paper sticker

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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
4.10 Parts moving against each other	Pass
4.15 Toys intended to bear the mass of a child	Pass
4.20 Acoustics	Pass
5. Toys intended for children under 36 months	
5.1 General requirements	Pass
7. Warnings, markings and instructions for use	
7.1 General	Pass
7.10 Roller skates, inline skates, skateboards and certain other ride-on 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.

Remark:

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

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2. 2009/48/EC CE Marking
Test result:

Test No:	T001
Material No:	M001
CE-marking	Pass

Remark:

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

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

Test No:	T001
Material No:	M001
Importer/ Manufacturer Mark (European Company name and address)+	Absent
Product Identification - type, batch, serial or model number+	Present (Package)
Washing/ Cleaning instruction ^	Not Applicable

Remark:

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

The correct adherence to all requirements according to directive 2009/48/EC in regards to the marking (name or trademark and contact address of the manufacturer respectively the marking for identification [type, batch, model or serial no.]) of the toy can only be confirmed by the manufacturer, his delegate or the person who brings it onto the market. The marked article were assessed, however, they can not be evaluated in the frame of this test.

^ According to Directive 2009/48/EC, a toy intended for use by children under 36 months must be designed and manufactured in such a way that it can be cleaned. A textile toy shall, to this end, be washable, except if it contains a mechanism that may be damaged if soak washed. The toy shall fulfill the safety requirements also after having been cleaned in accordance with this point and the manufacturer's instructions.

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

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4. 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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5. 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.				M004	M005	M006
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

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.				M007	M008	M022
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

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	T009
Material No.				M023	M024	M025
Test Parameter	Unit	RL	Regulatory Requirement	Result	Result	Result
Aluminium (Al)	mg/kg	10	28,130	20	< RL	21
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	5.8	< RL	3.3
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	11	< RL	< RL
Chromium VI (Cr(VI))	mg/kg	0.045	0.053	< RL	< RL	< RL
Cobalt (Co)	mg/kg	2.5	130	2.6	< RL	< RL
Copper (Cu)	mg/kg	2.5	7,700	< RL	< RL	< RL
Lead (Pb)	mg/kg	2.5	23	6.4	< RL	< RL
Manganese (Mn)	mg/kg	2.5	15,000	303	< RL	5.3
Mercury (Hg)	mg/kg	2.5	94	< RL	< RL	< RL
Nickel (Ni)	mg/kg	2.5	930	130	< RL	< RL
Selenium (Se)	mg/kg	10	460	< RL	< RL	< RL
Strontium (Sr)	mg/kg	2.5	56,000	4.4	< RL	24
Tin (Sn)	mg/kg	1.0	180,000	5.7	< RL	< RL
Organic Tin^	mg/kg	0.2	12	<RL(*1)	<RL	-
Zinc (Zn)	mg/kg	10	46,000	10526	< RL	< RL

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.
- *1 Confirmation of Organic tin content has been performed. Result can refer to subsequent page(s) for details.

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Organic tin content
Test Method: EN 71-3:2019+A1:2021, analyzed by GC-MS

		Test No.	T007
		Material No.	M023
Test Parameter	Unit	RL	Result
MeT (Methyltin cation)	mg/kg	0.2	< RL
DMT (Dimethyltin Cation)	mg/kg	0.2	< RL
BuT (Butyltin cation)	mg/kg	0.2	< RL
DBT (Dibutyltin cation)	mg/kg	0.2	< RL
TBT (Tributyltin cation)	mg/kg	0.2	< RL
TeBT (Tetrabutyltin cation)	mg/kg	0.2	< RL
MOT (Monooctyltin cation)	mg/kg	0.2	< RL
DOT (Dioctyltin cation)	mg/kg	0.2	< RL
DProT (Dipropyltin cation)	mg/kg	0.2	< RL
TcyT (Tricyclohexyltin cation)	mg/kg	0.2	< RL
DPhT (Diphenyltin cation)	mg/kg	0.2	< RL
TPhT (Triphenyltin cation)	mg/kg	0.2	< RL
Sum of Organic tin cations	mg/kg	NA	< RL
Category	NA	NA	3
Limit	mg/kg	NA	12

Remark:

- * According to Annex G of EN 71-3:2019+A1:2021, the sum of migration of organic tin shall not exceed the migration limits as below:

Category	Category I	Category II	Category III
Scope	Dry, brittle, powder-like or pliable toy materials	Liquid or sticky toy materials	Scraped-off toy materials
Limit	0.9mg/kg	0.2mg/kg	12mg/kg

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6.Total Cadmium Content

Test Method: For plastic: EN 1122:2001 (method B)
 For metal and other material: Acid digestion, analyzed by AAS/ ICP-OES

Test Result:

Test No.	Material No.	Test Parameter	Unit	RL	Test Result
T001	M002 + M004 + M005	Trial 1	mg/kg	10	< RL
		Trial 2	mg/kg	10	--
		Average	mg/kg	10	--
T002	M003 + M023	Trial 1	mg/kg	10	< RL
		Trial 2	mg/kg	10	--
		Average	mg/kg	10	--
T003	M006 + M007 + M008	Trial 1	mg/kg	10	< RL
		Trial 2	mg/kg	10	--
		Average	mg/kg	10	--
T004	M009 + M010 + M011	Trial 1	mg/kg	10	< RL
		Trial 2	mg/kg	10	--
		Average	mg/kg	10	--
T005	M012 + M013 + M014	Trial 1	mg/kg	10	< RL
		Trial 2	mg/kg	10	--
		Average	mg/kg	10	--
T006	M015 + M016 + M017	Trial 1	mg/kg	10	< RL
		Trial 2	mg/kg	10	--
		Average	mg/kg	10	--
T007	M018 + M019 + M020	Trial 1	mg/kg	10	< RL
		Trial 2	mg/kg	10	--
		Average	mg/kg	10	--
T008	M021 + M022 + M024	Trial 1	mg/kg	10	< RL
		Trial 2	mg/kg	10	--
		Average	mg/kg	10	--

Abbreviation: < = less than
 RL = Reporting Limit
 mg/kg = milligram per kilogram

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Remark:

*Regulations on Cadmium

		Maximum Permissible Limit				
EU	Legislation	Plastic materials	Paint (wet state)	Paint on the painted articles	Paint (high zinc content)	Metal parts of jewellery and imitation jewellery articles and hair accessories
EC	REACH regulation (EC) No. 1907/2006 Annex XVII Item 23 and its amendments (EC) No. 552/2009, (EU) No. 494/2011, (EU) No. 835/2012 and (EU) No. 217/2016.	100mg/kg	100mg/kg	1000mg/kg	1000mg/kg	100mg/kg

		Maximum Permissible Limit
Country	Legislation	Paint, plastic, plating/ coating of surface treatment
Switzerland	Switzerland Chemikalien-Risikoreduktions-Verordnung-ChemRRV, 814.81, 18 May 2005	100mg/kg

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7. Phthalates content

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

Test Result:

Test No.				T001	T002	T003
Material No.				M004 + M005 + M006	M007 + M008 + M009	M010 + M011 + M012
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

Test No.				T004	T005	T006
Material No.				M013 + M014 + M015	M016 + M017 + M018	M019 + M020 + M021
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

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Test No.				T007	T008
Material No.				M022 + M024 + M025	M023
Test Parameter	CAS NO	Unit	RL	Result	Result
Diethylhexyl phthalate (DEHP)	117-81-7	%	0.005	< RL	< RL
Dibutyl phthalate (DBP)	84-74-2	%	0.005	< RL	< RL
Benzylbutyl phthalate (BBP)	85-68-7	%	0.005	< RL	< RL
Diisobutyl phthalate (DIBP)	84-69-5	%	0.005	< RL	< RL
Sum (DEHP+DBP+BBP+DIBP)	-	%	0.005	<RL	<RL
Diisononyl phthalate (DINP)	28553-12-0, 68515-48-0	%	0.005	< RL	< RL
Diisodecyl phthalate (DIDP)	26761-40-0, 68515-49-1	%	0.005	< RL	< RL
Di-n-octyl phthalate (DNOP)	117-84-0	%	0.005	< RL	< RL
Sum (DINP+ DIDP+ DNOP)	--	%	0.005	<RL	<RL
Conclusion: REACH regulation (EC) No. 1907/2006 and its amendment Annex XVII entries 51 and 52				Pass	Pass

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

Remark:

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- 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

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

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8. Polycyclic aromatic hydrocarbons (PAHs)

Test Method: Organic solvent extraction, GCMS

Test No.				T001	T002	T003
Material No.				M004 + M005 + M006	M007 + M008 + M022	M023
Test Parameter	CAS NO	Unit	RL	Result	Result	Result
Benzo[a]anthracene (BaA)	56-55-3	mg/kg	0.1	< RL	< RL	< RL
Benzo[a]pyrene (BaP)	50-32-8	mg/kg	0.1	< RL	< RL	< RL
Benzo[b]fluoranthene (BbFA)	205-99-2	mg/kg	0.1	< RL	< RL	< RL
Benzo[k]fluoranthene (BkFA)	207-08-9	mg/kg	0.1	< RL	< RL	< RL
Benzo[j]fluoranthene (BjFA)	205-82-3	mg/kg	0.1	< RL	< RL	< RL
Benzo[e]pyrene (BeP)	192-97-2	mg/kg	0.1	< RL	< RL	< RL
Chrysene (CHR)	218-01-9	mg/kg	0.1	< RL	< RL	< RL
Dibenzo[a,h]anthracene (DBA _h A)	53-70-3	mg/kg	0.1	< RL	< RL	< RL

Test No.				T004
Material No.				M024 + M025
Test Parameter	CAS NO	Unit	RL	Result
Benzo[a]anthracene (BaA)	56-55-3	mg/kg	0.1	< RL
Benzo[a]pyrene (BaP)	50-32-8	mg/kg	0.1	< RL
Benzo[b]fluoranthene (BbFA)	205-99-2	mg/kg	0.1	< RL
Benzo[k]fluoranthene (BkFA)	207-08-9	mg/kg	0.1	< RL
Benzo[j]fluoranthene (BjFA)	205-82-3	mg/kg	0.1	< RL
Benzo[e]pyrene (BeP)	192-97-2	mg/kg	0.1	< RL
Chrysene (CHR)	218-01-9	mg/kg	0.1	< RL
Dibenzo[a,h]anthracene (DBA _h A)	53-70-3	mg/kg	0.1	< RL

Abbreviation: < = less than
 RL = Reporting Limit
 NA = Not Applicable
 mg/kg = milligram per kilogram

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Remark:

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

Scope	Parameter	Unit	Maximum permissible limit
Articles with direct as well as prolonged or short-term repetitive contact with the human skin or the oral cavity, under normal or reasonably foreseeable conditions of use, made of plastic and rubber shall follow below limit:			
Such articles include amongst others: ---sport equipment such as bicycles, golf clubs, racquets ---household utensils, trolleys, walking frames --- tools for domestic use --- clothing, footwear, gloves and sportswear ---watch-straps, wrist-bands, masks, head-bands	Each of 8 listed PAHs	mg/kg	1
Toys, including activity toys, and childcare articles	Each of 8 listed PAHs	mg/kg	0.5

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9.EN IEC 62115:2020+A11:2020 Electric toys - Safety

Test Method: EN IEC 62115:2020+A11:2020

Power Information :

Component No.	Description	Power Type
T1	BABY RIDE ON CAR	2XLR03 (1.5V) Duracell Replaceable Battery

EN IEC 62115:2020+A11:2020 Electric toys - Safety

Clause	Assessment
1 Scope	--
2 Normative references	--
3 Definitions	--
4 General requirement	--
5 General conditions for the tests	--
6 Criteria for reduced testing	--
7 Marking and Instructions	PASS(*1)
8 Power input	N.A.
9 Heating and abnormal operation	PASS
10 Electric strength	PASS
11 Electric toys used in water, electric toys used with liquid and electric toys cleaned with liquid	N.A.
12 Mechanical strength	PASS
13 Construction	PASS
14 Protection of cords and wires	PASS
15 Components	PASS(*2)
16 Screws and connections	PASS
17 Clearances and creepage distances	PASS
18 Resistance to heat and fire	PASS
19 Radiation and similar hazards	--
19.2 Optical radiation	N.A.
19.3 Other electromagnetic radiation	N.A.

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

N.A. = Not Applicable; N.C. = Not conducted

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Remark:

- *1 Only the English version of the marking and instructions were assessed. Instructions and other text required by this standard shall be written in an official language of the country in which the appliance is to be sold.
- *2 Components shall comply with the safety requirements specified in the relevant IEC standards as far as they reasonably apply.

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10. Screening Test by XRF spectroscopy

Test Method: Cadmium, Lead, Mercury, Chromium, Bromine
-- With reference to IEC 62321-3-1:2013

Test Result:

Material No.	Cd	Cr	Pb	Hg	Br
A001	BL	BL	BL	BL	BL
A002	BL	BL	BL	BL	BL
A003	BL	BL	BL	BL	BL
A004	BL	BL	BL	BL	BL
A005	BL	BL	BL	BL	BL
A006	BL	d.(*1)	BL	BL	n.a.
A007	BL	d.(*1)	BL	BL	n.a.
A008	BL	d.(*1)	BL	BL	n.a.
A009	BL	d.(*1)	BL	BL	n.a.
A010	BL	d.(*1)	BL	BL	n.a.
A011	BL	BL	BL	BL	BL
A012	BL	BL	BL	BL	BL
A013	BL	BL	BL	BL	n.a.
A014	BL	BL	BL	BL	n.a.
A015	BL	BL	BL	BL	BL
A016	BL	BL	BL	BL	n.a.
A017	BL	BL	BL	BL	BL
A018	BL	BL	BL	BL	BL
A019	BL	BL	BL	BL	BL
A020	BL	BL	BL	BL	BL
A021	BL	BL	BL	BL	BL
A022	BL	BL	BL	BL	BL
A023	BL	BL	BL	BL	BL
A024	BL	BL	BL	BL	n.a.
A025	BL	d.(*1)	BL	BL	n.a.
A026	BL	BL	BL	BL	BL
A027	BL	BL	BL	BL	n.a.
A028	BL	BL	BL	BL	BL
A029	BL	BL	BL	BL	n.a.
A030	BL	d.(*1)	BL	BL	n.a.
A031	BL	d.(*1)	BL	BL	n.a.
A032	BL	BL	BL	BL	BL
A033	BL	BL	BL	BL	n.a.
A034	BL	BL	BL	BL	d.(*1)
A035	BL	BL	BL	BL	n.a.
A036	BL	BL	BL	BL	BL
A037	BL	BL	BL	BL	n.a.

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A038	BL	d.(*1)	BL	BL	n.a.
A039	BL	BL	BL	BL	n.a.
A040	BL	d.(*1)	BL	BL	n.a.
A041	BL	d.(*1)	BL	BL	n.a.
A042	BL	d.(*1)	BL	BL	n.a.
A043	BL	BL	BL	BL	BL
A044	BL	BL	BL	BL	BL
A045	BL	BL	BL	BL	BL
A046	BL	BL	BL	BL	n.a.
A047	BL	BL	BL	BL	n.a.
A048	BL	d.(*1)	BL	BL	n.a.
A049	BL	BL	BL	BL	BL
A050	BL	d.(*1)	BL	BL	n.a.

Abbreviation:	Pb	=	Lead
	Cd	=	Cadmium
	Hg	=	Mercury
	Cr	=	Chromium
	Br	=	Bromine
	n.a.	=	Not applicable
	BL	=	Below limit
	OL	=	Over limit
	d.	=	Detected

Remark:

- (*1) The screening result was detected in the inconclusive region or over limits, thus the further wet chemistry tests are suggested.
- (*2) Component(s)/ materials(s) with an area of less than 2 mm x 2 mm will not be selected for testing according to RoHS Directive 2011/65/EU due to technical reason.
 For the test sample does not have detail materials information provided by client, visually identical materials (e.g. wire insulation, solder points, etc.) will be considered as the same material.
 Solder points on a printing circuit board will be examined several times based on optical anomalies or discoloration of the solder point(s) unless the solder point(s) is obviously generated automatically during production.
 All other materials will be sampled and tested at one test point representatively.

XRF Screening limits for different matrices :

Material	Concentration (%)				
	Cd	Cr	Pb	Hg	Br
Polymeric	BL≤0.006<X<0.014≤ OL	BL≤0.064<X	BL≤0.067<X<0.133≤ OL	BL≤0.066<X< 0.134≤OL	BL≤0.029<X
Metallic	BL≤0.006<X<0.014≤ OL	BL≤0.064<X	BL≤0.067<X<0.133≤ OL	BL≤0.066<X< 0.134≤OL	n.a.
Composite materials	BL≤0.004<X<0.016≤ OL	BL≤0.044<X	BL≤0.047<X<0.153≤ OL	BL≤0.046<X< 0.154≤OL	BL≤0.024<X

Remark: The symbol "X" marks the region where further investigation is necessary.

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11.(HM) Cadmium, Lead, Chromium (VI), Mercury, Polybrominated biphenyls (PBB) and Polybrominated diphenyl ethers (PBDE)

Test Method: Total Cadmium, Lead, Mercury, Chromium
 - Ref. to IEC 62321-4:2013+AMD1:2017 and IEC 62321-5:2013

Chromium (VI)
 - For Metal material - Ref. to IEC 62321-7-1:2015
 - For Plastic or Electronic material - Ref. to IEC 62321-7-2:2017
 - For Leather material - Ref. to EN ISO 17075-1:2017

PBBs, PBDEs - Ref. to IEC 62321-6:2015

Test Result:

	Cd	Cr(VI)	Pb	Hg	PBBs (*)	PBDEs (*)
Maximum Permissible Limit (%)	0.01	0.1	0.1	0.1	0.1	0.1

Material No.	(%)					
	Cd	Cr ^{VI}	Pb	Hg	PBBs (*)	PBDEs (*)
	RL (%)					
	0.001	0.001	0.001	0.001	0.01	0.01
A034	n.a.	n.a.	n.a.	n.a.	< RL	< RL

Material No.	Hexavalent Chromium Content ($\mu\text{g}/\text{cm}^2$) (*1) RL: 0.10 $\mu\text{g}/\text{cm}^2$
A006	Negative
A007	Negative
A008	Negative
A009	Negative
A010	Negative
A025	Negative
A030	Negative
A031	Negative
A038	Negative
A040	Negative
A041	Negative
A042	Negative
A048	negative
A050	Negative

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Abbreviation:	Pb	= Lead
	Cd	= Cadmium
	Hg	= Mercury
	Cr	= Chromium
	Cr (VI)	= Chromium (VI)
	PBBs	= Total Polybrominated Biphenyls
	PBDEs	= Total Polybrominated Diphenyl Ethers
	<	= Less than
	RL	= Reporting Limit
	n.a.	= Not Applicable
	^	= The total Chromium have been determined
	%	= Percentage

Remark:

(*) The reporting limit for each individual PBBs and individual PBDEs are :

Reporting Limit (%)		
PBBs	Bromobiphenyl	0.01
	Dibromobiphenyl	0.01
	Tribromobiphenyl	0.01
	Tetrabromobiphenyl	0.01
	Pentabromobiphenyl	0.01
	Hexabromobiphenyl	0.01
	Heptabromobiphenyl	0.01
	Octabromobiphenyl	0.01
	Nonabromobiphenyl	0.01
	Decabromobiphenyl	0.01
PBDEs	Bromodiphenylether	0.01
	Dibromodiphenyl ether	0.01
	Tribromodiphenyl ether	0.01
	Tetrabromodiphenyl ether	0.01
	Pentabromodiphenyl ether	0.01
	Hexabromodiphenyl ether	0.01
	Heptabromodiphenyl ether	0.01
	Octabromodiphenyl ether	0.01
	Nonabromodiphenyl ether	0.01
	Decabromodiphenyl ether	0.01

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- (*1) The total chromium content in Metal sample was found to be exceeded the maximum permissible limit (0.1%). Thus, the Chromium (VI) content in surface layer have been confirmed with reference to IEC 62321-7-1:2015 Annex.

	Chromium (VI) concentration	Qualitative result
Negative	$<0.1\mu\text{g}/\text{cm}^2$	The sample is negative (-ve) for Cr(VI). The Cr(VI) concentration is below the limit of quantification. The coating is considered a non-Cr(VI) based coating
Inconclusive	$\geq 0.1\mu\text{g}/\text{cm}^2$ and $\leq 0.13\mu\text{g}/\text{cm}^2$	The result is considered to be inconclusive. Unavoidable coating variations may influence the determination. Recommendation: if additional samples are available, perform a total of 3 trials to increase sampling surface area. Use the averaged result of the 3 trails for the final determination.
Positive	$>0.13\mu\text{g}/\text{cm}^2$	The sample is positive (+ve) for Cr(VI). Concentration is above the limit of quantification and the statistical margin of error. The sample coating is considered to contain Cr(VI).

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13. BBP, DBP, DEHP, DIBP content

Test Method: IEC 62321-8:2017

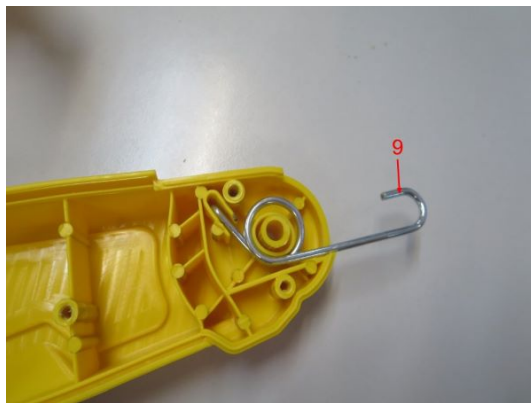
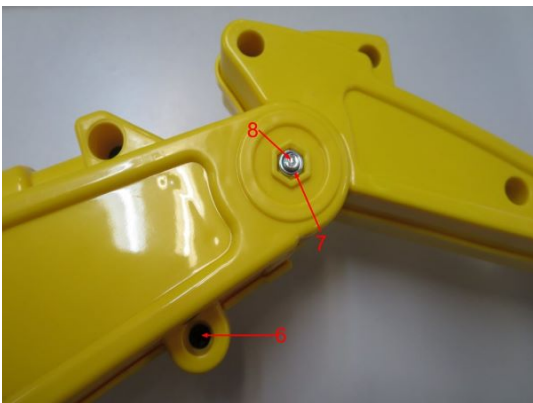
Test Result:

	BBP	DBP	DEHP	DIBP
Maximum permissible Limit (%)	0.1	0.1	0.1	0.1

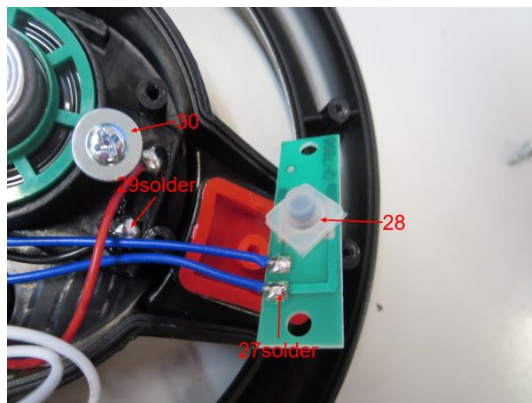
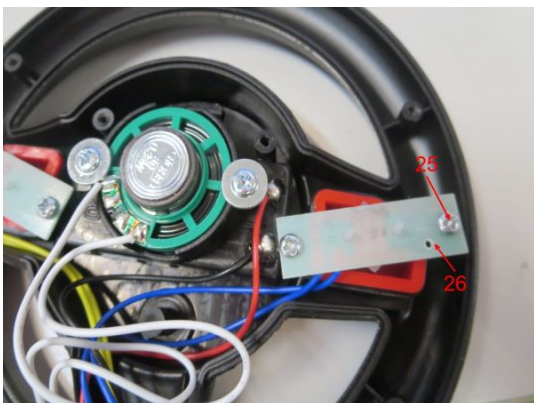
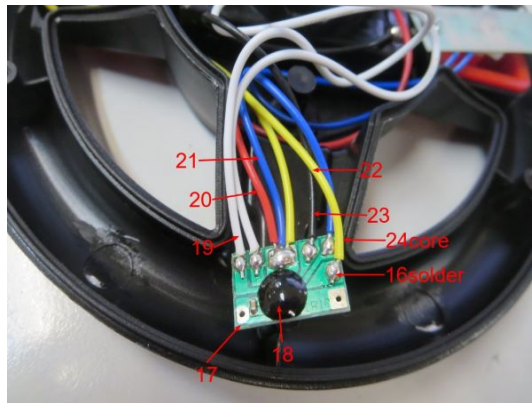
Test No.	Material No.	RL (%)			
		BBP	DBP	DEHP	DIBP
		RL (%)			
		0.005	0.005	0.005	0.005
T001	M004 + M005 + M006	< RL	< RL	< RL	< RL
T002	M007 + M008 + M009	< RL	< RL	< RL	< RL
T003	M010 + M011 + M012	< RL	< RL	< RL	< RL
T004	M013 + M014 + M015	< RL	< RL	< RL	< RL
T005	M016 + M017 + M018	< RL	< RL	< RL	< RL
T006	M019 + M020 + M021	< RL	< RL	< RL	< RL
T007	M022 + M024 + M025	< RL	< RL	< RL	< RL
T008	M023	< RL	< RL	< RL	< RL

Abbreviation: BBP= Benzylbutyl phthalate
 DBP= Dibutyl phthalate
 DEHP= Bis(2-ethylhexyl) phthalate
 DIBP= Diisobutyl phthalate
 < = less than
 RL = Reporting Limit
 N.A. = Not Applicable
 %= percentage

Sample Photos



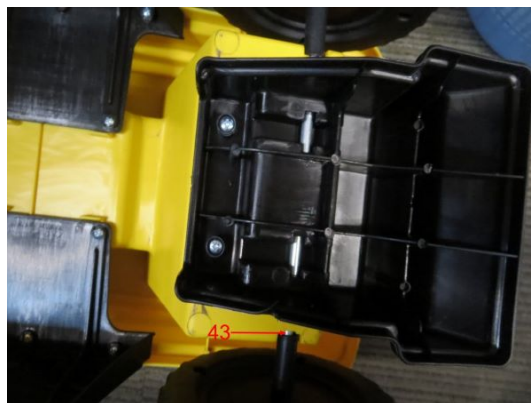
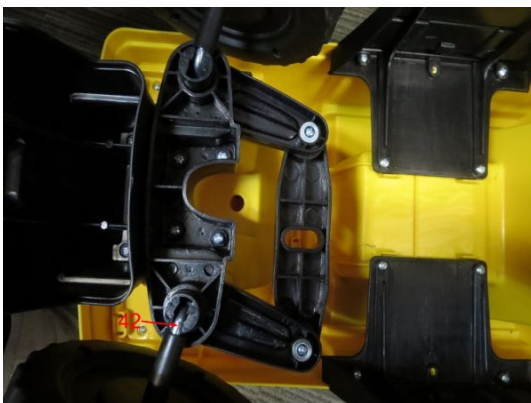
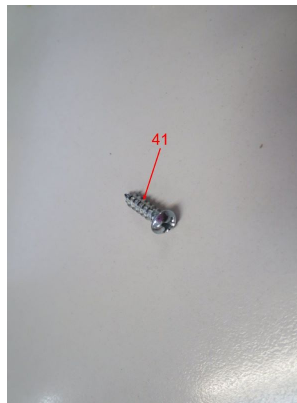
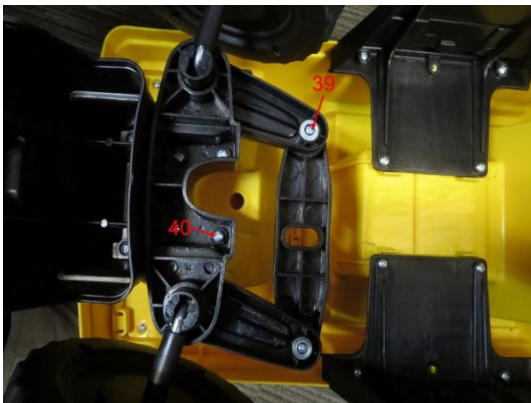
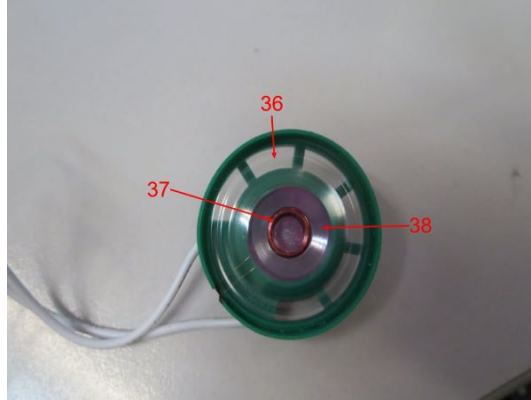
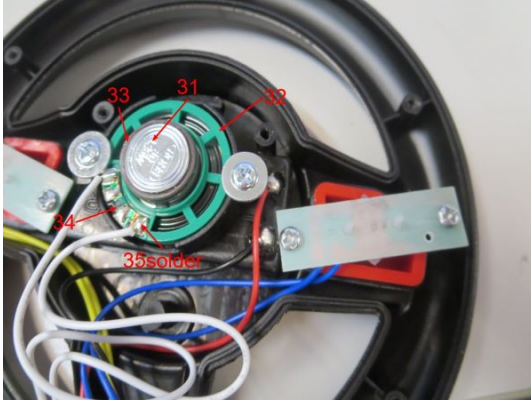
Sample Photos



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Sample Photos



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Sample Photos



- END -

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

1. **Scope**
- 1.1 These General Terms and Conditions of Business of TÜV Rheinland in Greater China ("GTBCB") are 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:
- (i) a natural person capable to form legally binding contracts under the applicable laws who concludes the contract not for the purpose of a data subject, but for the purpose of a data subject
- (ii) the incorporated or unincorporated entity duly organized, validly existing and capable to form legally binding contracts under the applicable law
- 1.2 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.
- 1.3 Any standard terms and conditions of the client of any nature shall not apply and shall hereby be expressly excluded. If the client accepts the terms and conditions of the client shall form part of the contract even if TÜV Rheinland does not explicitly object to them.
- 1.4 In the context of an ongoing business relationship with the client, this GTBCB shall also apply to future contracts with the client without TÜV Rheinland having to notify 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**
- 3.1 The contract shall come into effect for the agreed terms upon the quotation letter of TÜV Rheinland or a separate contractual document being signed by both contracting parties, or upon the works 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.
- 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.
- 3.3 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 three-month notice prior to the end of the contractual term.
4. **Scope 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 services to be provided. Unless otherwise agreed, services beyond the scope of the service description (e.g. checking the correctness and functionality of parts, processes, installations, organizations not listed in the service description, as well as the intended use and application of such) are not included in the contract. No responsibility is assumed for the design, selection of materials, construction or intended use of an examined part, product, process or plant, unless this is expressly stated in the order.
- 4.2 The agreed services shall be performed in compliance with the regulations in force at the time the contract is entered into.
- 4.3 TÜV Rheinland is entitled to determine, in its sole discretion, the method and nature of the assessment and otherwise agreed in writing of if mandatory provisions require a specific procedure to be followed.
- 4.4 On execution of the work there shall be no simultaneous assumption of any guarantee of the correctness (proper quality) and/or order of either tested or examined parts nor of the installation as a whole and its 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 or 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.
- 4.5 In the case of inspection work, TÜV Rheinland shall not be responsible for the accuracy or correctness of the service programmes or safety regulations on which the inspections are based, unless otherwise expressly agreed in writing.
- 4.6 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.
- 4.7 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.) 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.
5. **Performance period/dates**
- 5.1 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 confirmed in writing by the client. In particular, the client shall confirm:
- (i) if binding periods of performance have been agreed, these periods shall not commence until the client has submitted all required documents to TÜV Rheinland.
- 5.2 Articles 5.1 to 5.4 also apply to the client's obligation to provide the client, to all extensions of agreed period/dates of performance not caused by TÜV Rheinland.
- 5.3 TÜV Rheinland is not responsible for a delay in performance, in particular if the client has not fulfilled his duties to cooperate in accordance with clause 6.1 or has not done so in time and, in particular, has not provided TÜV Rheinland with all documents and information required for the performance of the service as specified in the contract.
- 5.4 If the performance of TÜV Rheinland is delayed due to unforeseeable circumstances such as force majeure, strikes, business interruptions, 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.
- 5.6 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 TÜV Rheinland, 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**
- 6.1 The client shall guarantee that all cooperation required on its part, its agents or third parties will be provided in good time and in accordance with the contract.
- 6.2 Design documents, supplies, auxiliary staff, etc. necessary for performance of the services shall be made available to the client 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 illegal and dishonest behaviours or is not included in the list of Enterprises with Serious Illegal Dispute Cases as published 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.
- 6.3 Should the client default on 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.
- 6.5 The provisions forth with shall also apply to cases in which returned cheques, claims, 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.
- 6.6 Objections to the invoices of TÜV Rheinland shall be submitted in writing within two weeks of receipt of the invoice.
- 6.7 TÜV Rheinland shall be entitled to demand appropriate advance payments.
- 6.8 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 remains under 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, the changed fees shall be deemed to have been agreed upon by the time of the expiry of the notice period.
- 6.9 Only legally established and undisputed claims may be offset against claims by TÜV Rheinland.
- 6.10 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 against any fees paid by the client under any contracts, agreement and/or order/quotations reached with TÜV Rheinland.
9. **Acceptance of work**

- 9.1 Any part of the work result ordered which is complete in itself may be presented by TÜV Rheinland for acceptance as an installment. The client shall be obliged to accept it immediately.
- 9.2 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.
- 9.3 The client is not entitled to refuse acceptance due to insignificant breach of contract by TÜV Rheinland.
- 9.4 If acceptance is excluded according to the nature of the work performance of TÜV Rheinland, the completion of the work shall take its place.
- 9.5 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 withdrawn (e.g. performance of surveillance audits), or if the contract cancels or postpones a confirmed audit date within two (2) weeks before the agreed date, 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 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 TÜV Rheinland has incurred no damage whatsoever or only a considerably lower damage than the above mentioned lump sum.

Confidentiality

10. 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, marketing techniques and materials, tangible or intangible, that are supplied, transferred or otherwise disclosed by one Party (the "disclosing party") to the other Party (the "receiving party"), in writing or orally, in printed or electronic format. Confidential information is expressly not the data and know-how collected, compiled or otherwise disclosed by TÜV Rheinland (non-personal and not proprietary to the client) within the scope of the provision of services by TÜV Rheinland. TÜV Rheinland is entitled to store, use, further develop and pass on the data obtained in connection with the provision of services for the purposes of developing new services, improving services and analysing the provision of services.10.2.
- 10.3 The disclosing party shall mark all confidential information disclosed in written form as confidential before passing it onto the receiving party. The same applies to confidential information transmitted by e-mail. If confidential information is disclosed orally, the receiving party shall be appropriately informed in advance and the disclosing party shall confirm in writing the confidentiality nature of the information within the working days of oral disclosure. Where the disclosing party fails to do so within the stipulated period, the receiving party shall not take any confidentiality obligations hereunder towards such information. The client shall avoid using any third party platform and/or system (e.g. WeChat) with the client (receiving party) to send any confidential information to TÜV Rheinland. Instead, the client shall send any confidential information to company email of TÜV Rheinland employees through its company email. If the client suffers from any damage or loss due to the disclosure of confidential information to be caused by the adoption of any unauthorized confidential information sharing methods mentioned above, TÜV Rheinland shall be waived for any compensation liabilities.
- 10.4 All confidential information which is disclosed by the disclosing party shall be disclosed to the receiving party and which is created during performance of work by TÜV Rheinland:
- a) 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;
- b) may not be copied, distributed, published or otherwise disclosed by the receiving party, unless this is necessary for fulfilling the purpose of the contract or TÜV Rheinland is required to pass on confidential information to a third party in writing or orally for legal or regulatory purposes requiring judicial court, accreditation bodies or third parties that are involved in the performance of the contract;
- c) must be treated by the receiving party with the same level of confidentiality as the receiving party uses to protect its own confidential information, but never with a lesser level of confidentiality than that which is reasonably required.
- 10.5 The receiving party shall 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 and set forth the confidentiality of 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 can furnish proof that:
- a) 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; or
- c) the receiving party already possessed this information prior to disclosure by the disclosing party; or
- 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.
- 10.6 The confidentiality obligation 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) on request by the disclosing party, to destroy all confidential information, including all copies, and to ensure that all confidential information, including all copies, is destroyed. The disclosing party shall maintain confidentiality of confidential information until 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 fulfilling the obligations under the contract, which shall remain with the client. TÜV Rheinland is entitled to make file copies of such reports, certificates and confidential information that forms the basis for preparing these reports and certificates in order to evidence the correctness of its results and for general documentation purposes required by laws, regulations and the requirements of working procedures of TÜV Rheinland.
- 10.7 From the start of the contract and for a period of three years after termination or expiry of the contract, the receiving party shall maintain confidentiality of confidential information and shall not disclose this information to any third parties or use it for itself.
11. **Copyrights and rights of use, publications**
- 11.1 TÜV Rheinland shall retain all exclusive copyrights in the reports, expert reports/opinions, test reports/results, results, calculations, presentations etc. prepared by TÜV Rheinland, unless otherwise agreed by the parties in a separate agreement. As the owner of the copyrights, TÜV Rheinland is free to grant others the right to use the work results for individual or all types of use (right of use).
- 11.2 The client receives a simple, unlimited, non-transferable, non-sublicensable right of use to the contents of the work results produced within the scope of the contract, unless otherwise agreed by the parties in a separate agreement. The client may only use such reports, expert reports/opinions, test reports/results, results, calculations, presentations etc. prepared within the scope of the contract and may not use them for any other contractual or non-contractual purpose.
- 11.3 The transfer of right of use of the generated work results required in clause 11.2 of the GTBCB is subject to full payment of the remuneration agreed in favour of TÜV Rheinland.
- 11.4 The client may use work results only completely 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.
- 11.5 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 quotation of the introduction of TÜV Rheinland need the prior written approval of TÜV Rheinland in each individual case. Besides, the client ensures that the aforesaid use shall comply with relevant applicable laws, regulations and relevant rules (including but not limited to specific applicable testing and certification rules, etc.).
- 11.6 TÜV Rheinland may revoke a once given approval according to clause 11.5 at any time without stating reasons. In this case, the client is obliged to stop the transfer of the work results immediately at his own expense and, as far as possible, to withdraw publications.
- 11.7 The consent of TÜV Rheinland to publication or other use of confidential information does not entitle the client to use the corporate logo, corporate design or test/certification mark of TÜV Rheinland.
12. **Liability of TÜV Rheinland**
- 12.1 In respect of the legal basis, to the fullest extent permitted by applicable law, in the event of a breach of contractual obligations or tort, the liability of TÜV Rheinland for all damages, losses and reimbursement of expenses caused by TÜV Rheinland, its legal representatives and/or employees shall be limited to: (i) in the case of a contract with fixed overall fee, three times the overall fee for the entire contract; (ii) in the case of a contract for an annually recurring services, the agreed annual fee; (iii) in the case of a contract expressly charged on a unit and material basis, a maximum of 20,000 Euro or equivalent amount in local currency; and (iv) in the case of a framework agreement that provides for the possibility of placing individual orders, three times of the fee for the individual order under which the damages or losses have occurred. Notwithstanding the above, in the event that the total and accumulated liability calculated according to the foregoing provisions exceeds 2.5 Million Euro or equivalent amount in local currency, the total and accumulated liability of TÜV Rheinland shall be only limited to and shall not exceed the said 2.5 Million Euro or equivalent amount in local currency.
- 12.2 The limitation of liability according to article 12.1 above shall not apply to damages and/or losses caused by malice, intent or gross negligence on the part of TÜV Rheinland or its acutious agents. Such limitation shall not apply to damages for a person's death, physical injury or illness.
- 12.3 In cases involving a fundamental breach of contract, TÜV Rheinland will be liable even where minor negligence is involved. For this purpose, a "fundamental breach" is breach of a material contractual obligation, the performance of which permits the due performance of the contract. Any claim for damages for a fundamental breach of contract shall be limited to the amount of damages reasonably foreseen as a possible consequence of such breach of contract at the time of the breach (reasonably foreseeable damages), unless any of the circumstances described in article 12.2 applies.
- 12.4 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 vicarious agent of TÜV Rheinland. If TÜV Rheinland is not liable for the acts of the personnel made available by the client under the foregoing provision, the client shall indemnify TÜV Rheinland against any claims made by third parties arising from or in connection with such personnel's acts.
- 12.5 Unless otherwise contractually agreed in writing, TÜV Rheinland shall only be liable under the contract to the client.
- 12.6 The limitation periods for claims for damages shall be based on statutory provisions.
- 12.7 None of the provisions of this article 12 changes the burden of proof to the disadvantage of the client.
13. **Export control**
- 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.
- 13.2 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 embargoes and/or sanctions. In the event of a violation, TÜV Rheinland shall be entitled to terminate the contract with immediate effect and the client shall compensate for the losses incurred thereof by TÜV Rheinland.
14. **Data protection notice**

15. **Retention of test material and documentation**
- 15.1 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 request. The client confirms that it has obtained the prior consent of the data subject, which entitles TÜV Rheinland to access, use, or process the personal data that the client collected or processed by itself and transferred to TÜV Rheinland. For certain data, we may also process sensitive personal data. TÜV 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 personal data was collected, the client hereby confirms that it has obtained the prior consent of the data subject. TÜV Rheinland will carry out cross-border data transmission and protect the data in compliance with the privacy and personal data security related laws and regulations in China and the local country. TÜV Rheinland will take measures to avoid any leakage, abuse, manipulation, damage or unauthorized access of personal data. The personal data will be deleted immediately as soon as a corresponding reason for deletion arises. Data subjects may exercise the following rights: right of information, right of decision, right of rectification, right of deletion, right of processing limitation, right of objection, right of data transferability. In addition, persons concerned by the data processing have the right to revoke their consent at any time with effect for the future, as well as the right to file a complaint with the competent data protection supervisory authority. For further details on the processing of personal data by TÜV Rheinland as the person responsible or contract processor, please refer to the respective data protection information. You can contact the Group Data Protection Officer of TÜV Rheinland by e-mail at dataprotection@tuv.com or by post at the following address: TÜV Rheinland AG, c/o Group Data Protection Officer, Am Grauen Stein, 51105 Cologne, Germany.
- 15.2 Charges apply if the test samples are stored at the premises of TÜV Rheinland. The cost of placing a test sample into storage will be disclosed to the client in the quotation.
- 15.3 If reference samples or documentations are given to the client to be placed in storage at their premises, or reference samples or documentations must be made available to TÜV Rheinland upon request promptly and free of charge, if the client, in response to such a request, is incapable of making available the reference samples and/or documentation, any liability claims for material and pecuniary damage due to the deletion of the respective test and certification that is brought forward by the client against TÜV Rheinland shall be voided.
- 15.4 The retention period for the documentation shall be 10 (ten) years after the expiry of the test mark certificate or until the applicable legal requirements for EUVE certificates of conformity and GS mark certificates.
- 15.5 The costs of the handover and dispatch of the test samples for storage on the client's premises are borne by the client. TÜV Rheinland will be liable for the loss of test samples or reference samples from the laboratories or warehouses of TÜV Rheinland only in case of gross negligence.

Termination of the contract

- 16.1 Notwithstanding clause 3.3 of the GTBCB, TÜV Rheinland and the client are entitled to terminate the contract in its entirety or, in the case of a contract consisting of one contract, each of the combined parts of the contract individually and independently of the continuation of the remaining services with six (6) months' notice to the end of the contractually agreed term. The notice period shall be shortened to six (6) weeks in case of TÜV Rheinland is prevented from performing the services due to a loss of its accreditation or its accreditation is notified.
- 16.2 For good causes, TÜV Rheinland may consider giving a written notice to the client to terminate the contract if the client has not complied with its obligations under the contract, in particular:
- 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 certificate mark or uses it in violation of the contract;
- c) in the event of several consecutive delays in payment (at least three times);
- d) a substantial 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.
- 16.3 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 others, TÜV Rheinland shall be entitled to a lump-sum claim for damages against the client if the conditions of a claim for damages exist. In this case, the client shall owe 15% of the remuneration to be paid until the end of the fixed contract term as lump-sum compensation. The client reserves the right to prove that there is no damage or a considerably lower damage. TÜV Rheinland reserves the right to prove a considerably higher damage in individual cases.
- 16.4 TÜV Rheinland is also entitled to terminate the contract with written notice if the client has not been able to make use of the time windows for auditing/service provision provided by TÜV Rheinland within 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.
17. **Force Majeure**
- 17.1 "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 the Party can prove that the event or circumstance is beyond its reasonable control and that it could not reasonably have been foreseen at the time of the conclusion of the contract; and (c) that the effects of the impediment could not reasonably have been avoided or overcome.
- 17.2 In the absence of proof to the contrary, the following events affecting a Party shall be presumed to fulfil conditions (a) and (b) under paragraph 1 of this Clause: (i) war (whether declared or not), hostilities, invasion, act of foreign aggression, extensive military mobilization, civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy; (ii) currency and trade restriction, embargo, sanction; (iv) act of authority whereby seizure or unlawful expropriation of property or assets is effected; (v) general or targeted seizure of works, requisition, nationalization; (vi) plague, epidemic, natural disaster or extreme natural disaster; (vii) explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system or power supply; (viii) labor disturbance such as strike, boycott, strike and lock-out, go-slow, occupation of factories and premises.
- 17.3 The Party successfully invoking this Clause is relieved from its duty to perform its obligations under the contract and from any liability and/or compensation or from any other contractual remedy in breach of contract, from the time at which the impediment 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 the notice thereof reaches the other Party. Where the effect of the impediment or event invoked is temporary, the above consequences shall apply only as long as the impediment invoked impedes performance by the affected Party. Where the duration of the impediment invoked has the effect of substantially depriving the contracting Parties of what they were reasonably entitled to expect under the contract, either Party has the right to terminate the contract by notification within a reasonable period to the other Party. Unless otherwise agreed, the Parties expressly agree that the contract may be terminated by either Party if the duration of the impediment exceeds 120 days.
18. **Hardship**
- 18.1 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 contract.
- 18.2 Notwithstanding paragraph 1 of this Clause, where a Party proves that:
- (a) The continued performance of its contractual duties has become excessively onerous due to an event beyond its reasonable control which it could not reasonably have been expected to have taken into account at the time of the conclusion of the contract; and that
- (b) it could not reasonably have avoided or overcome the event or its consequences, the Parties are bound, within a reasonable time of the invocation of this Clause, to negotiate appropriate contractual terms which reasonably allow to overcome the consequences of the event.
- 18.3 Where Clause 18.2 applies, but where the Parties have been unable to agree alternative contractual terms as provided in that paragraph, the Party invoking this Clause is entitled to terminate the contract, but cannot request adaptation by the judge or arbitrator without the agreement of the other Party.
19. **Partial invalidity, written form, place of jurisdiction and dispute resolution**
- 19.1 All amendments and supplements must be in writing in order to be effective. This also applies to amendments and supplements to this clause 19.1.
- 19.2 Should one or several of the provisions under the contract and/or these terms and conditions be or become ineffective, the contracting parties shall replace the invalid provision with a legally valid provision that comes closest to the content of the invalid provision in legal and commercial terms.
- 19.3 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:
- (a) 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 Kong.
- 19.4 Any dispute in connection with the contract and these terms and conditions or the execution thereof shall be settled friendly through negotiation or, if no agreement is reached, by arbitration. Unless 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:
- (a) in the case of TÜV Rheinland in question being legally registered and existing in the People's Republic of China, to China International Economic and Trade Arbitration Commission (CIETAC) to be settled in accordance with the Arbitration Rules of CIETAC in force when the arbitration is submitted. The arbitration shall take place in Beijing, Shanghai, Shenzhen or Chongqing as appropriately chosen by the claiming party.
- (b) 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.
- (c) in the case of TÜV Rheinland 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 terms and conditions. The arbitration shall take 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.