

Report No.: **168423589a 001** Page 1 of 12

Client: **POLAR BEAR FOAM PRODUCTS MFG.**

Contact Information: Lingpai Industrial District, Changning Town, Boluo County, Huizhou City,
Guangdong Province, China

Supplier's name: **PRO DAVID INC**

Manufacturer's name: **POLAR BEAR FOAM PRODUCTS MFG.**

Test item(s): Toys

Identification/ PU STRESS RELIEVER

Model No(s):

Sample obtaining method: Sending by customer

Condition at delivery: Test item complete and undamaged.

Sample Receiving date: 2023-04-18

Testing Period: 2023-04-24 to 2023-04-27

Place of testing: Chemical laboratory Shenzhen

Test Specification:	Test result:
1. EN 71-3:2019+A1:2021 Migration of 19 Elements	PASS
2. Cadmium content according to Annex XVII Entry 23 of Regulation (EC) No 1907/2006 and its amendments	PASS
3. REACH regulation (EC) No. 1907/2006 and its amendment Annex XVII entry 51 and entry 52 : Phthalates	PASS

Other information:

(1) Information provided by customer:

Country of Origin: CHINA

Sales Destination: EUROPEAN UNION AND OTHER COUNTRIES

(2) As requested by the applicant, only the appointed material(s) was (were) tested.

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



2023-05-10

Lucy Wang / Senior Technical Executive

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.

Test Report No.: 168423589a 001

Page 2 of 12

Material List:

Item: PU STRESS RELIEVER

Material No.	Material	Color	Location
M002	Coating	Black	Body
M003	Coating	White	Body
M004	Coating	Deep blue	Body
M005	Coating	Green	Body
M006	Coating	Yellow	Body
M007	Coating	Red	Body
M008	Coating	Orange	Body
M009	Coating	Flesh	Body
M010	Coating	Coffee	Body
M011	Coating	Grey	Body
M012	Coating	Golden	Body
M013	Foam	Red	Body
M014	Metal	Silvery	Ring of key chain

Test Report No.: 168423589a 001

Page 3 of 12

1. 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 Parameter	Unit	RL	Test No.	T001	T002	T003
			Material No.	M002	M003	M004
			Regulatory Requirement	Result	Result	Result
Aluminium (Al)	mg/kg	10	28,130	11	67	3413
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	2.6	6.5
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	3.5	6.4	< 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	8.1
Selenium (Se)	mg/kg	10	460	< RL	< RL	< RL
Strontium (Sr)	mg/kg	2.5	56,000	< RL	3.0	4.3
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	15	35	22
Mass of trace amount #	mg	--	--	81.5	-	-

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

Test Report No.: 168423589a 001

Page 4 of 12

Test Result:

Test Parameter	Unit	RL	Test No.	T004	T005	T006
			Material No.	M005	M006	M007
			Regulatory Requirement	Result	Result	Result
Aluminium (Al)	mg/kg	10	28,130	34	< 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	2.8
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	11	19	3.5
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	52
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	18	23	14
Mass of trace amount #	mg	--	--	78.7	-	-

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

Test Report No.: 168423589a 001

Page 5 of 12

Test Result:

Test Parameter	Unit	RL	Test No.	T007	T008	T009
			Material No.	M008	M009	M010
			Regulatory Requirement	Result	Result	Result
Aluminium (Al)	mg/kg	10	28,130	< RL	105	107
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	3.3	28
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	7.2	31	26
Lead (Pb)	mg/kg	2.5	23	< RL	4.4	4.3
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	6.9	4.4
Selenium (Se)	mg/kg	10	460	< RL	< RL	< RL
Strontium (Sr)	mg/kg	2.5	56,000	< RL	3.7	26
Tin (Sn)	mg/kg	1.0	180,000	< RL	1.5	2.3
Organic Tin [^]	mg/kg	0.2	12	-	-	-
Zinc (Zn)	mg/kg	10	46,000	18	59	42
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

Test Report No.: 168423589a 001

Page 6 of 12

Test Result:

Test Parameter	Unit	RL	Test No.	T010	T011	T012
			Material No.	M011	M012	M013
			Regulatory Requirement	Result	Result	Result
Aluminium (Al)	mg/kg	10	28,130	466	84	< 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	3.7	2.5	< 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	3.5	5203	< RL
Lead (Pb)	mg/kg	2.5	23	< RL	< RL	< RL
Manganese (Mn)	mg/kg	2.5	15,000	2.5	< RL	< RL
Mercury (Hg)	mg/kg	2.5	94	< RL	< RL	< RL
Nickel (Ni)	mg/kg	2.5	930	4.6	< RL	< RL
Selenium (Se)	mg/kg	10	460	< RL	< RL	< RL
Strontium (Sr)	mg/kg	2.5	56,000	4.1	< RL	5.3
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	70	1857	< 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

Test Report No.: 168423589a 001

Page 7 of 12

Test Result:

Test Parameter	Unit	RL	Test No.	T013
			Material No.	M014
			Regulatory Requirement	Result
Aluminium (Al)	mg/kg	10	28,130	< RL
Antimony (Sb)	mg/kg	5	560	< RL
Arsenic (As)	mg/kg	5	47	< RL
Barium (Ba)	mg/kg	2.5	18,750	< RL
Boron (B)	mg/kg	10	15,000	< RL
Cadmium (Cd)	mg/kg	1	17	< RL
Chromium III (Cr(III))	mg/kg	10	460	< RL
Chromium VI (Cr(VI))	mg/kg	0.045	0.053	< RL
Cobalt (Co)	mg/kg	2.5	130	< RL
Copper (Cu)	mg/kg	2.5	7,700	< RL
Lead (Pb)	mg/kg	2.5	23	< RL
Manganese (Mn)	mg/kg	2.5	15,000	< RL
Mercury (Hg)	mg/kg	2.5	94	< RL
Nickel (Ni)	mg/kg	2.5	930	5.9
Selenium (Se)	mg/kg	10	460	< RL
Strontium (Sr)	mg/kg	2.5	56,000	< RL
Tin (Sn)	mg/kg	1.0	180,000	< RL
Organic Tin [^]	mg/kg	0.2	12	-
Zinc (Zn)	mg/kg	10	46,000	< 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.
- # According to EN 71-3:2019+A1:2021, if the weight of a test portion of toy material is less than 10mg, the analysis of migration of certain elements would not be required. If the weight of a test portion of toy material is between 10mg and 100mg, the analytical results would be calculated as though 100mg of the test portion had been used.

2.Total Cadmium Content

Test Method: EN 1122:2001 (method B)

Test Result:

Test No.	Material No.	Test Parameter	Unit	RL	Test Result
T001	M002	Trial 1	mg/kg	10	< RL
		Trial 2	mg/kg	10	--
		Average	mg/kg	10	--
T002	M003	Trial 1	mg/kg	10	< RL
		Trial 2	mg/kg	10	--
		Average	mg/kg	10	--
T003	M007	Trial 1	mg/kg	10	< RL
		Trial 2	mg/kg	10	--
		Average	mg/kg	10	--
T004	M006	Trial 1	mg/kg	10	< RL
		Trial 2	mg/kg	10	--
		Average	mg/kg	10	--
T005	M008	Trial 1	mg/kg	10	< RL
		Trial 2	mg/kg	10	--
		Average	mg/kg	10	--
T006	M012	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

Remark:

- * Requirements for Cadmium content according to Annex XVII Entry 23 of Regulation (EC) No 1907/2006 (REACH) and its amendments
 - Mixtures and articles produced from plastic material < 0.01 % (100 mg/kg)
 - Coated / painted articles < 0.1 % (1000 mg/kg)
 - Jewellery components < 0.01 % (100 mg/kg)
 - Paints and varnishes (excluding the applicable exemptions) < 0.01 % (100 mg/kg)
- ** Swiss requirements for cadmium content according to the Switzerland Chemikalien-Risikoreduktions-Verordnung- ChemRRV, 814.81
 - Mixtures and articles produced from plastic material < 0.01 % (100 mg/kg)
 - Articles / objects treated with paints / coating with cadmium is prohibited
 - Paints and varnishes < 0.01 % (100 mg/kg)

Test Report No.: 168423589a 001

Page 9 of 12

3. Phthalates content

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

Test Result:

Test Parameter	CAS NO	Test No.		T001	T002	T003
		Unit	RL	M002	M003	M007
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 Parameter	CAS NO	Test No.		T004	T005	T006
		Unit	RL	M006	M008	M012
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	0.006
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	0.006
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

Remark:

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

Test Report No.: 168423589a 001

Page 10 of 12

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.

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") is made between the client and one or more member entities of TÜV Rheinland in Greater China as applicable as the case may be ("TÜV Rheinland"). The Greater China here refers to Mainland China, Hong Kong and Taiwan. The client hereof includes:
 - (a) a natural person engaged in legal trading contracts under the applicable laws who concludes the contract not for the purpose of a daily use;
 - (b) 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. No other contractual 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 event of an ongoing business relationship with the client, this GTBCB shall also apply to future contracts with the client without TÜV Rheinland having to refer to them separately in each individual case.
 2. **Quotations**
 - 2.1 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 request by the client being carried out by TÜV Rheinland. If the client instructs TÜV Rheinland without receiving a quotation from TÜV Rheinland to carry out the work, it is at 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 a fixed term contract, 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 contract or 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 the correctness and functionality of parts, process, process, and installation, organizations not listed in the service description, as well as the intended use and application of such) are not covered. In particular, no responsibility is assumed for the design, selection of materials, construction and use of an examined part, process, 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, unless otherwise agreed in writing or 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 (including quality and working 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, 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 checking of the safety regulations and/or safety requirements for the agreed service scope unless otherwise expressly agreed in writing.
 - 4.6 If mandatory legal regulations and standards or official requirements for the agreed service scope affect construction, TÜV Rheinland shall be responsible for the construction, selection of materials and assembly of installations examined, nor for their use and application in accordance with regulations, unless these questions are expressly covered by the contract.
 - 4.7 The services to be provided by TÜV Rheinland under the contract are agreed exclusively with the client. A contracting of third parties with the services of TÜV Rheinland, as well as making available of a justifying confidence in the work results (test reports, test results, expert reports, etc.) is not part of the agreed services. TÜV Rheinland shall not be responsible for work results, in full or in extracts - to third parties in accordance with clause 11.4.
 - 4.8 The client understands and agrees that in order to perform the contract with TÜV Rheinland, the client may need to sign or enter into contracts, agreements with a third party(ies) and establish legal relationships with third party(ies) according to such contracts/agreements. TÜV Rheinland shall not be responsible for the construction, selection of materials 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/or testing and/or certification bodies, safety inspectors and/or certification bodies), 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 subcontract to a third party (and/or subcontractors) the client's safety requirements, safety and 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 for third party testing and/or certification bodies or safety inspectors as well as other third party agents). Besides, the client shall be liable in accordance with the relevant laws and regulations actually in force at the time of the contract for the construction of any annual review/surveillance of the relevant testing and/or certification service results and pay additional fees in accordance with the relevant laws and regulations or the testing and certification rules, such as not in compliance with the contract, the client shall be responsible for the obligation of such annual review/surveillance and pay the corresponding fees. If the client fails to perform such obligations of the annual review/surveillance or fees payment, it may lead to adverse consequences such as suspension/revocation of the client's safety requirements and/or results, which shall not be borne by TÜV Rheinland.
 - 4.9 For the service contracts, 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 responsibilities or risks for any problems during such delivery and the transportation of such test samples and/or materials, etc. Besides, the relevant freight fees shall be borne by the client.
 5. **Performance periods/dates**
 - 5.1 The contractually agreed periods/dates of performance are based on estimates of the work involved which are prepared in line with the details provided by the client. They shall only be binding if being confirmed as binding by TÜV Rheinland in writing.
 - 5.2 If binding periods of performance have been agreed, these periods shall not commence until the client has submitted all required documents and information required for the performance of the contract. Articles 5.1 and 5.2 also apply, even without express agreement by the client, to all extensions of agreed periods of performance of 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 the contract. If the client 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 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.
 - 5.5 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 enables the client to comply with the legal and/or officially prescribed deadlines. TÜV Rheinland assumes no responsibility in this respect unless TÜV Rheinland has been specifically asked to 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 his part, its agents or third parties will be provided in good time and at no cost to TÜV Rheinland.
 - 6.2 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 illegal and dishonest behaviours or is not included in the list of Enterprises with Serious Illegal and Dishonest Acts of People's Republic of China.
 If the client breaches the aforesaid representations and warranties, TÜV Rheinland is entitled to i) immediately terminate the contract without prior notice, and ii) withdraw the issued testing/recertification certificates if any.
 - 6.3 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 the client or 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**
 - 7.1 If the scope of performance is not laid down in writing when the order is placed, invoicing shall be based on costs plus margin. In the case of a written, invoicing shall be made in accordance with the price list of TÜV Rheinland valid at the time of performance.
 - 7.2 If the execution of the work is delayed or interrupted, the client shall be liable for the agreed fixed price increase of 22,500.00 Euro equivalent value in local currency, TÜV Rheinland shall be entitled to demand appropriate advance payments.
 8. **Payment terms**
 - 8.1 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.
 - 8.2 Payments shall be made to the bank account of TÜV Rheinland as indicated on the invoice, stating the invoice and client numbers.
 - 8.3 In cases of default of payment, TÜV Rheinland shall be entitled to claim default interest at the applicable short-term loan interest rate publicly announced by a reputable commercial bank in the country where TÜV Rheinland is located. At the same time, TÜV Rheinland reserves the right to claim further damages.
 - 8.4 Should the client default in payment of the invoice despite being granted a reasonable grace period, TÜV Rheinland shall be entitled to cancel the contract, withdraw the returned, claim damages for non-performance and refuse to continue and/or to perform the contract.
 - 8.5 The provisions set forth in article 8.4 shall also apply in cases involving certified, cheque, cessation of payment, commencement of insolvency proceedings against the client's assets or cases in which the commencement of insolvency proceedings has been dispensed due to proper objections to the invoices of TÜV Rheinland shall be submitted in writing within two weeks of receipt of the invoice.
 - 8.6 Objections to the invoices of TÜV Rheinland shall be submitted in writing within two weeks of receipt of the invoice.
 - 8.7 TÜV Rheinland shall be entitled to demand appropriate advance payments.
 - 8.8 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, the client 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 - changes in fees). If the rise in fees remains under 5% per contractual year, the client shall not have the right to object. If the rise in fees exceeds 5% per contractual year, the client shall be entitled to terminate the contract by the end of the contractual year. The client shall be liable for the increase in fees. The agreed fixed fees shall be deemed to have been agreed upon by the time of the expiry of the notice period.
 - 8.9 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 claims for payment of invoices, against any claims, agreement and/or orders/quotations received 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 instalment. 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 of the work, unless the client releases 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 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 client 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 for administrative expenses. The client is responsible for the costs of the audit. If the client has incurred no damage whatsoever or a considerably lower damage than the above lump sum, then the client understands and agrees that the client shall be liable for the agreed 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.
 10. **Confidentiality**
 - 10.1 For the purpose of these terms and conditions, "confidential information" means all know-how, trade secrets, technical data, drawings, designs, specifications, test reports, test results, expert reports, samples, project documents, pricing and financial information, customer and supplier information, and marketing techniques and materials, tangible or intangible, that are supplied, transferred or otherwise disclosed by one party ("disclosing party") to the other party ("receiving party") in writing or orally, in printed or electronic form. Confidential information is expressly not the data and know-how collected, compiled or otherwise obtained 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 for the provision of services.
 - 10.2 The disclosing party shall mark all confidential information disclosed in written form as confidential and shall take appropriate measures to ensure that confidential information is not 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 five working days after disclosure. Where the disclosing party fails to do so within the stipulated period, the receiving party shall not take any confidentiality obligations towards such information. The client shall avoid using any third party platform and/or services for the transmission of confidential information. The client shall ensure that all employees of TÜV Rheinland, including but not limited to subcontractors, are informed of the confidentiality obligations due to any theft or leakages to be caused by the adoption of any unauthorized confidential information sharing methods mentioned above. TÜV Rheinland shall be waived for any confidentiality obligations.
 - 10.3 All confidential information which the disclosing party transmits or otherwise discloses to the receiving party and is created during performance of work by TÜV Rheinland, or which may be used by the receiving party for the purposes of performing the contract, unless expressly otherwise agreed in writing by the disclosing party, shall be confidential information.
 - a) Confidential information which the disclosing party transmits or otherwise discloses to the receiving party and is created during performance of work by TÜV Rheinland, or which may be used by the receiving party for the purposes of performing the contract, unless expressly otherwise agreed in writing by the disclosing party, shall be confidential information.
 - b) Confidential information which the disclosing party transmits or otherwise discloses to the receiving party and is created during performance of work by TÜV Rheinland, or which may be used by the receiving party for the purposes of performing the contract, unless expressly otherwise agreed in writing by the disclosing party, shall be confidential information.
 - c) Confidential information which the disclosing party transmits or otherwise discloses to the receiving party and is created during performance of work by TÜV Rheinland, or which may be used by the receiving party for the purposes of performing the contract, unless expressly otherwise agreed in writing by the disclosing party, shall be confidential information.
 - 10.4 The receiving party may disclose any confidential information received from the disclosing party to its subcontractors and/or subcontractors, but not limited to the relevant direct and/or indirect proposed purchasers, vehicle manufacturers/wholesale equipment manufacturers, test standards or test equipment providers of the client's test products and/or certified products, etc. The receiving party shall ensure that the confidentiality of the confidential information is not breached by the subcontractors and/or subcontractors. The receiving party shall ensure that the confidentiality of the confidential information is not breached by the subcontractors and/or subcontractors. The receiving party shall ensure that the confidentiality of the confidential information is not breached by the subcontractors and/or subcontractors.
 - 10.5 The receiving party shall ensure that the confidentiality of the confidential information is not breached by the subcontractors and/or subcontractors. The receiving party shall ensure that the confidentiality of the confidential information is not breached by the subcontractors and/or subcontractors. The receiving party shall ensure that the confidentiality of the confidential information is not breached by the subcontractors and/or subcontractors.
 - 10.6 The receiving party shall ensure that the confidentiality of the confidential information is not breached by the subcontractors and/or subcontractors. The receiving party shall ensure that the confidentiality of the confidential information is not breached by the subcontractors and/or subcontractors. The receiving party shall ensure that the confidentiality of the confidential information is not breached by the subcontractors and/or subcontractors.
 - 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 strict secrecy of all 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 client. However, the client is permitted to make copies of TÜV Rheinland is free to grant others the right to use the work results for individual or all types 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 client in a separate agreement. The client is permitted to make copies of the work results, test reports/results, results calculations, presentations etc. prepared within the scope of the contract for the contractually agreed purpose.
 - 11.3 The client is permitted to make copies of the work results produced within the scope of the contract for the contractually agreed purpose.
 - 11.4 The client is permitted to make copies of the work results produced within the scope of the contract for the contractually agreed purpose.
 - 11.5 Any publication or duplication of the work results for advertising purposes or any further use of the work results beyond the scope approved 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 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 client is permitted to make copies of the work results produced within the scope of the contract for the contractually agreed purpose.
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 a 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 for a time and material basis, a maximum of 20,000 Euro or equivalent amount in local currency; and (iv) in the case of a framework agreement that provides for the possibility of placing individual orders, three times of the fee for the individual order. The maximum amount of liability shall be limited to the amount of damages actually incurred. 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 the amount of damages actually incurred in local currency.
 - 12.2 The limitation of liability according to article 12.1 also shall not apply to damages and/or losses caused by malice, intent or gross negligence on the part of TÜV Rheinland or its employees. 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 for minor negligence or for the purpose of a fundamental 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 foreseeably 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 have been made available in violation of the contract. If TÜV Rheinland is liable for the acts of the personnel made available by the client under the foregoing provision, the client shall indemnify itself against any claims made by third parties arising from, in or 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 to third parties in Greater China or other regions, the client must comply with the 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 the performance due to national or international export trade legislation 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.