

Report No.: 304163423h 001

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Client: HAPE INTERNATIONAL (NINGBO)LTD

Contact Information: HAPPY ARTS&CRAFTS(NINGBO)CO.LTD
9-27NANHAI ROAD.DAGANG INDUSTRIAL
CITY.BEILUN,NINGBO.CHINA

Test item(s): Toy

Identification/ Refer to detail list

Model No(s):

Sample obtaining method: Sending by customer

Condition at delivery: Test item complete and undamaged.

Sample Receiving date: 2026-03-20

Testing Period: 2026-03-20 to 2026-07-21

Place of testing: Chemical laboratory Suzhou, Toys laboratory Suzhou

Test Specification:

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

Other information:

Country of Origin: China

Sales Destination: Global

Packaging provided: Yes

The provided age grade of the item: M005-M008 3-8 years;M009 3-6 years.

The appropriate age grade of the item: Over 36 months.

The item was tested over 36 months.

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



2026-07-21

Date

Fion Xie / Assistant Manager

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:**

Customer's requirement:

1 AS/NZS ISO 8124.1:2023 Safety aspects related to mechanical and physical properties	PASS
2 AS/NZS ISO 8124.2: 2023 Flammability	PASS
3 AS/NZS ISO 8124.3:2021 Amd 1:2023 - Migration of Certain Elements	PASS



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Item NO.	Description EN	Description CN	Age group
E3216	Modern Smart-Kitchen	现代化智能感应厨房	3-8Y
E3426	Kiki's Treehouse Headquarters	琪琪的消防树屋	3-8Y
E3427	Ben's Eco Catamaran	本的清洁双体船	3-8Y
E3429	Clio's Bio Juice Cart	柯莉奥的移动果汁车	3-8Y
E1114	Habit Heroes Reward Chart	好习惯养成打卡表	3-8Y



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Material List:

Item: Refer to detail list

Material No.	Material	Color	Location
M005	Whole Product	Multi-color	E3216
M006	Whole Product	Multi-color	E3426
M007	Whole Product	Multi-color	E3427
M008	Whole Product	Multi-color	E3429
M009	Whole Product	Multi-color	E1114
B001	Wood	Natural	MDF,E3216,E3426,E3429
B002	Wood	Natural	Solid wood,E3216,E3426
B003	Wood	Natural	Plywood,E3216,E3426,E3429,E1114
B004	Bamboo	Natutal	E3427,E3429
B005	Coating	Black	On the wood,E3216
B006	Coating	White	On the wood,E3216,E3426
B007	Coating	Grey	On the wood,E3216,E3426
B008	Coating	Orange	On the wood,E3216,E3427
B009	Coating	Red	On the wood,E3216
B010	Coating	Brown	On the wood,E3216,E3427
B011	Coating	Multi-color	On the wood,E3216,E3427,E3429,E1114
B012	Coating	White	On the wood,E3216
B013	Plastic	Black	Handle,ABS,E3216
B014	Plastic	Black	Range hood,PP,E3216
B015	Plastic	Blue	Bottom,E3216
B016	Plastic	Transparent	Window,E3216,E3427
B018	Plastic	White	Valcro,E3216,E3426,E3429
B019	Textile	White	Valcro,E3216,E3426,E3429
B020	Plastic	Black	Pool,E3216
B021	Plastic	Black	Faucet,E3216
B022	Plastic	Grey	Edge,E3216
B023	Plastic	Beige	Edge,E3216
B024	Coating	Cyan	On the wood,E3216

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B025	Coating	Green	On the wood,E3216,E3429
B026	Coating	Pink-orange	On the wood,E3216
B027	Plastic	Brown-orange	Antenna,E3216
B028	Plastic	Pink-orange	Block,E3216
B029	Textile	White	Rope,E3216,E3429,E1114
B030	Rubber + Textile	White	Elastic rope,E3216,E3427,E3429
B031	Textile	White	Cotton rope,E3216
B032	Textile	Cyan	Felt,E3216,E1114
B033	Textile	Green	Felt,E3216,E3429
B034	Plastic	Orange	Ball,E3216,E3429
B035	Plastic	Grey	Connector,E3216,E3429
B036	Plastic	White	Ring,E3216
B037	Plastic	Cyan	Bottom,E3216
B038	Textile	Red	Boat,E3216
B039	Textile	Lt.red	Bag,E3216,E3429
B040	Textile	Green	Clothes,E3216
B041	Textile	Grey	Ear,E3216
B042	Plastic	Grey	Feet,E3216
B043	Textile	Brown	Book,E3216
B044	Coating	Dk.blue	On the wood,E3427
B045	Coating	Dk.grey	On the wood,E3427
B046	Coating	Yellow	On the wood,E3427,E3429
B047	Coating	Pink	On the wood,E3427
B048	Plastic	Lt.brown	Feet,E3247
B049	Plastic	Orange-brown	Sticker,E3427
B050	Textile	Black	Felt,E3427
B051	Textile	Orange	Rag,E3427
B052	Textile	Orange	Rope,E3427
B053	Textile	Orange	Felt,E3427
B054	Plastic	Lt.blue	Oar,E3427
B055	Textile	Multi-color	Felt,E3427
B056	Plastic	Yellow	Lamp,E3429

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B057	Plastic	Green	Kettle,E3429
B058	Coating	Lt.red	On the wood,E3429
B059	Plastic	Beige	Connector,E3429
B060	Plastic	Yellow	Feet,E3429
B061	Plastic	White	Pen,E1114
B062	Plastic	Black	Pen,E1114
B063	Ink	Black	Pen,E1114
B064	Textile	White	Pen,E1114
B065	Plastic	Red	Edge,E1114



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1.AS/NZS ISO 8124.1:2023 Safety aspects related to Mechanical and Physical properties
Test result:

Test No:	T001
Material No:	M005-M009
4 Requirements	
4.1 General	PASS
4.2 Reasonably foreseeable abuse	PASS
4.3 Material	PASS
4.4 Small Parts	PASS
4.6 Edges	PASS
4.7 Points	PASS
4.8 Projections	PASS*2
4.10 Plastic film or plastic bags in packaging and in toys	PASS*3
4.12 Folding mechanisms	PASS*4
4.15 Stability and overload requirements	PASS*4
4.29 Acoustic requirements	PASS*4
4.31 Magnets and magnetic components	PASS*4
4.36 Assembly	PASS*1
Annex B Safety labelling guidelines and manufacturer's markings	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:

- *1 This clause is applicable to M005-M006 and M008.
- *2 This clause is applicable to M005-M008.
- *3 This clause is applicable to M009.
- *4 This clause is applicable to M005.



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2. AS/NZS ISO 8124.2: 2023 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.

Remark:

Type of gas used in gas burner : Butane



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3.AS/NZS ISO 8124.3:2021 Amd 1:2023 Safety of toys - Migration of certain elements

Test Method: Test portion was extracted with acid according to AS/NZS ISO 8124.3:2021 Amd 1:2023

Test Result:

Test No.	Material No.	mg/kg								Mass of trace amount (mg)
		Sb	As	Ba	Cd	Cr	Pb	Hg	Se	
		Maximum Permissible Limit of Any Toy Materials except Modelling Clay and finger print								
		60	25	1000	75	60	90	60	500	
		Maximum Permissible Limit of Modelling Clay								
		60	25	250	50	25	90	25	500	
		Maximum Permissible Limit of Finger paint								
		10	10	350	15	25	25	10	50	
		RL								
		5	5	2.5	2.5	2.5	2.5	2.5	10	
T001	B001	< RL	< RL	4.4	< RL	< RL	< RL	< RL	< RL	-
T002	B002	< RL	< RL	3.3	< RL	< RL	< RL	< RL	< RL	-
T003	B003	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	-
T004	B004	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	-
T005	B005	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	-
T006	B006	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	<100
T007	B007	< RL	< RL	2.9	< RL	< RL	< RL	< RL	< RL	-
T008	B008	< RL	< RL	8.0	< RL	< RL	< RL	< RL	< RL	-
T009	B009	-	-	-	-	-	-	-	-	<10
T010	B010	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	<100
T011	B011	< RL	< RL	8.3	< RL	< RL	< RL	< RL	< RL	-
T012	B012	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	-
T013	B013	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	-
T014	B014	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	-
T015	B015	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	-
T016	B016	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	-
T017	B018	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	-
T018	B019	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	<100
T019	B020	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	-
T020	B021	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	-
T021	B022	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	-
T022	B023	< RL	< RL	3.5	< RL	< RL	< RL	< RL	< RL	-
T023	B024	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	-
T024	B025	< RL	< RL	< RL	< RL	3.6	< RL	< RL	< RL	-
T025	B026	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	<100
T026	B027	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	-
T027	B028	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	-
T028	B029	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	-
T029	B030	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	-
T030	B031	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	-
T031	B032	5	< RL	< RL	< RL	< RL	< RL	< RL	< RL	-



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Test No.	Material No.	mg/kg								Mass of trace amount (mg)
		Sb	As	Ba	Cd	Cr	Pb	Hg	Se	
		Maximum Permissible Limit of Any Toy Materials except Modelling Clay and finger print								
		60	25	1000	75	60	90	60	500	
		Maximum Permissible Limit of Modelling Clay								
		60	25	250	50	25	90	25	500	
		Maximum Permissible Limit of Finger paint								
		10	10	350	15	25	25	10	50	
		RL								
5	5	2.5	2.5	2.5	2.5	2.5	10			
T032	B033	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	-
T033	B034	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	-
T034	B035	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	-
T035	B036	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	-
T036	B037	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	-
T037	B038	11	< RL	< RL	< RL	< RL	< RL	< RL	< RL	-
T038	B039	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	-
T039	B040	< RL	< RL	4.5	< RL	< RL	< RL	< RL	< RL	-
T040	B041	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	<100
T041	B042	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	-
T042	B043	11	< RL	< RL	< RL	< RL	< RL	< RL	< RL	-
T043	B044	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	-
T044	B045	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	<100
T045	B046	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	<100
T046	B047	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	<100
T047	B048	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	-
T048	B049	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	<100
T049	B050	17	< RL	< RL	< RL	< RL	< RL	< RL	< RL	-
T050	B051	< RL	< RL	4.6	< RL	< RL	< RL	< RL	< RL	-
T051	B052	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	-
T052	B053	6	< RL	< RL	< RL	< RL	< RL	< RL	< RL	-
T053	B054	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	-
T054	B055	18	< RL	< RL	< RL	< RL	< RL	< RL	< RL	-
T055	B056	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	-
T056	B057	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	-
T057	B058	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	<100
T058	B059	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	-
T059	B060	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	-
T060	B061	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	-
T061	B062	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	-
T062	B063	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	<100
T063	B064	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	-
T064	B065	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	-



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

Remark:

* Migration results of eight elements shown are the adjusted analytical results:

Element	Sb	As	Ba	Cd	Cr	Pb	Hg	Se
Analytical Correction (in %)	60	60	30	30	30	30	50	60

* According to AS/NZS ISO 8124.3:2021 Amd 1:2023, if the weight of a test portion of toy material is less than 10 mg, the analysis of migration of certain elements would not be required. If the weight of a test portion of toy material is between 10 mg and 100 mg, the analytical results would be calculated as though 100mg of the test portion had been used.



Sample Photos



E1114



E1114



E3216



E3216



E3426



E3426



Sample Photos



E3427



E3427



E3429



E3429

- 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 ("GTB") is made between one or more clients and one or more service providers of TÜV Rheinland in Greater China as applicable as the case may be ("TÜV Rheinland"). The Greater China hereof refers to the regions within the territories of China. The client 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 daily use;
- (ii) the incorporated or unincorporated entity duly organized, validly existing and capable to form legally binding contracts under the applicable law.
- The following terms and conditions apply to agreed services including consultancy services, information, deliveries and similar services as well as ancillary services and other secondary obligations provided within the scope of contract performance.
- Any standard terms and conditions of the client of any nature shall not apply and shall hereby be expressly excluded. No standard contractual terms and conditions of the client shall form part of the contract even if TÜV Rheinland does not explicitly object to them.
- In the context of an ongoing business relationship with the client, this GTB shall also expressly apply to future contracts with the client without TÜV Rheinland having to refer 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 a duration 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 service to be provided. Unless otherwise agreed, services beyond the scope of the service description (e.g. checking the correctness and functionality of parts, products, processes, installations, organizations not listed in the service description, as well as the intended use and application of such) are not owed. In particular, no responsibility is assumed for the design, selection of materials, construction or intended use of an examined part, product, process or plant, unless this is expressly stated in the order.
- 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 (proper 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, and 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 requirements 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 resulting additional charges.
- 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.
- 4.8 The client understands and agrees that the client is responsible for the use of TÜV Rheinland, the client may need to sign one or more contracts/ agreements with a/more third party(ies) and establish legal relationships with/those third party(ies) according to such contracts/agreements, and assuming respective responsibilities and obligations under such contracts/agreements. If TÜV Rheinland engages and/or applies any third testing and certification bodies to provide testing and/or certification services on behalf of the client, TÜV Rheinland acts as an agent of the client in relation of such testing and certification services, therefore, TÜV Rheinland will merely bears the corresponding legal liability according to this contract and the direct services actually to be provided by our company in the service process. Besides, in order to ensure the purpose and quality of the service, TÜV Rheinland, but TÜV Rheinland can also sub-entrust to a third party to provide agency services, but TÜV Rheinland shall not bear any responsibility and/or risk for any services to be provided by any third parties (including agencies) engaged by TÜV Rheinland. In order to ensure the purpose, the client is required to conduct 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/or certification rules, such fees are not within the scope of the contract price, the client shall timely perform 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 does not pay the fees, it may lead to adverse consequences such as failure/ suspending/cancellation/invalidity of testing and/or certification results, which shall not be borneable by TÜV Rheinland.
- 4.9 For the service contract agreed in the contract, the client has the obligation 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 process (including but not limited to loss of or damages of the samples and/or the materials, etc.). Besides, the relevant freight fees shall be borne by the client.

5. Performance period/dates

- 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 confirmed as binding by TÜV Rheinland in writing.
- 5.2 If leading periods of performance have been agreed, these periods shall not commence until the client has submitted all required documents to TÜV Rheinland.
- Articles 5.1 and 5.2 also apply, even without express approval by the client, to all extensions of agreed period/dates of performance not caused by TÜV Rheinland.
- 5.4 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.
- 5.5 If the performance of TÜV Rheinland is delayed due to unforeseeable circumstances such as force majeure, strikes, business interruptions, government 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 replace personnel or equipment.
- 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 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.
- 6.3 If the client breaches the aforesaid representations and warranties, TÜV Rheinland is entitled to i) immediately terminate the contract/order without prior notice; and ii) withdraw the issued testing report/certificates if any.

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 the contractually agreed scope of performance. If no price is agreed in writing, invoicing shall be made in accordance with the price list of TÜV Rheinland valid at the time of performance.
- 7.2 Unless otherwise agreed, work shall be invoiced according to the progress of the work.
- 7.3 If the execution of an order is delayed by the client, the client shall be liable for the contract or the agreed fixed price exceeds €25,000 or its equivalent value in local currency, TÜV Rheinland may demand payments on account or in installments.

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 and claim a reasonable certificate, claim damages for non-performance and refuse to continue performance of the contract.

- 8.5 The provisions set forth in article 8.4 shall also apply in cases involving returned charges, cessation of payment, commencement of insolvency proceedings against the client's assets or cases in which the commencement of insolvency proceedings has been dismissed due to lack of assets.
- 8.6 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 10% or more overheads and/or purchase price increases. In this case, TÜV Rheinland shall not have the right to refuse to continue 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 month, the client shall not have the right to refuse to continue the rise in fees. 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 expiry of the notice period.
- 8.9 Only legally established and undisputed claims may be offset against claims by TÜV Rheinland.
- 8.10 TÜV Rheinland shall have the right at all times to setoff any amount due or payable by the client, including but not limited to setoff against any fees due to the client under any contracts, agreement and/or orders/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-up audit, 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 of 10% of the agreed fee for the audit 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 undertakes in the contract to accept and pay for any damages, TÜV Rheinland shall 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.

10. Confidentiality

- 10.1 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, test results, test reports, drawings, documents, plans, information, customer and supplier information, and 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 form, or by any other means, and which is 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 reserves the right to use, further develop, and disseminate 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 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 five 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 towards the disclosing party. The client understands and agrees that the client is responsible for the use of TÜV Rheinland system (e.g., Wechat, etc. Unauthorized by TÜV Rheinland) 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 system and use any third party platform and/or system (e.g., Wechat, etc. Unauthorized by TÜV Rheinland) to send any confidential information to TÜV Rheinland. However, the client shall not be responsible for the use of any unauthorized communication information sharing methods mentioned above, TÜV Rheinland shall be waived for any compensation liabilities.
- 10.3 All confidential information which the disclosing party transmits or otherwise discloses to the receiving party and which is created during performance of work by TÜV Rheinland:
- 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 it is necessary for fulfilling the purpose of the contract; and
- c) the receiving party shall be required to pass on confidential information, inspection reports or documentation to the government authorities, judicial court, accreditation bodies or third parties (including but not limited to the client) in writing, at its sole discretion, and shall ensure that the receiving party, manufacturers/whole equipment manufacturers, test standards or test requirements providers of the client's test products and/or certified products, etc.) that are involved in the performance of the contract do not disclose the confidential information to third parties.
- 10.4 The receiving party 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 expected to be used by the disclosing party.
- 10.4 The receiving party may disclose any confidential information received from the disclosing party only to those of its employees who need this information to perform the services required for the contract. The receiving party undertakes to ensure these employees to observe the same level of secrecy as set forth in this confidentiality clause.
- 10.5 Information for which the receiving party can furnish proof that:
- a) it was generally known to the public before the disclosure, or 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 All confidential information shall remain the property of the disclosing party. The receiving party hereby agrees to i) return all confidential information, including all copies of the contract, test results, test reports, drawings, documents, plans, information, customer and supplier information, and marketing techniques and materials, tangible or intangible, to the disclosing party, and/or ii) on request by the disclosing party, to destroy all confidential information, including all copies, and confirm the destruction of this confidential information to the disclosing party in writing, at any time if so requested by the disclosing party, at the latest and without special request after termination or expiry of the contract. This does not extend to include reports and certificates prepared for the client solely for the purpose of fulfilling the obligations under the contract, which shall remain with the client. However, the client shall be required to make 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 communication 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 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 and/or other documents 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-licensable 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, test reports/results, results calculations, presentations etc. prepared within the scope of the contract for the contractually agreed purpose.
- 11.3 The transfer of right of use of the generated work results regulated in clause 11.2 of the GTB is subject to full payment of the remuneration agreed in favour of TÜV Rheinland.
- 11.4 The client may use work results only complete and unshortened. The client may only pass on the work results in full unless TÜV Rheinland has given its prior written consent to the partial passing on of work results.
- 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 kind 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 to his own expense and, as far as possible, to withdraw publications.
- 11.7 The content of TÜV Rheinland to publication or duplication of the work results does not entitle the client to use the corporate logo, corporate design or test/certification mark of TÜV Rheinland.

12. Liability of TÜV Rheinland

- 12.1 Irrespective 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 annually recurring services, the agreed annual fee; (iii) in the case of a contract expressly agreed to be a framework agreement, 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 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 legal representatives. 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 understood to be a breach of 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 regulations or embargo 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

- The client understands and agrees that TÜV Rheinland processes personal data (including but not limited to personal or personnel information) of the client and its employees (including but not limited to the supplier of the client) for the purpose of fulfilling this contract. 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 of the client collected or processed by itself and transferred to TÜV Rheinland. For certain services, 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 also 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 request for deletion of personal 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. Retention of test material and documentation

- 15.1 The test samples submitted by the client for TÜV Rheinland for testing will be scrapped following the expiry of the retention period of the test samples. The only exceptions are test samples, which are placed in storage on the basis of statutory regulations or of another agreement with the client.
- 15.2 Certificates and/or 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, the reference samples or documentations shall be kept for the test results 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 immaterial damage arising from the test results shall be excluded. The client shall be obliged to certify 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 certificates or shall correspond to the applicable legal requirements for EU/EEC 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 and the costs of TÜV Rheinland will be liable for the costs of the test results and reference samples from the laboratories or warehouses of TÜV Rheinland only in case of gross negligence.

16. Termination of the contract

- 16.1 Notwithstanding clause 3.3 of the GTB, TÜV Rheinland and the client are entitled to terminate the contract in its entirety or, in the case of services combined in one contract, each of the combined parts of the contract individually, at any time, if the client or the client's representative has not paid six (6) months' notice to the end of the contractually agreed term. The notice period shall be shortened to six (6) weeks in case TÜV Rheinland is prevented from performing the services due to force majeure or a suspension of the production or notification.
- 16.2 For good causes, TÜV Rheinland may consider giving a written notice to the client to terminate the contract without bearing any liabilities and the client shall pay the relevant service fees for the services provided by TÜV Rheinland up to the termination date of the contract. The aforesaid good causes includes but not limited to the following:
- a) the client does not immediately notify TÜV Rheinland of changes in the conditions within the company which are relevant for certification or signs of changes;
- b) the client misuses the certificate or certification mark or uses it in violation of the contract;
- c) in the event of several consecutive delays in payment (at least three times);
- d) the substantial or repeated non-compliance with the conditions of the contract 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) the client is not willing to accept the consequences of a substantial fraud or grossly negligent behavior of the managers, employees or agents of the client;
- f) if TÜV Rheinland, for reasons beyond its control, is temporarily or finally not able to perform, to continue or realize the performance of the contract, or if the client, for reasons beyond its control, government interference, sanctions, loss of accreditation or notification, or other;
- g) if the country/region involved in the whole contract or the specific service project in the contract does not belong to the insurance area of TÜV Rheinland, or if TÜV Rheinland, and TÜV Rheinland believes that there is a risk or some risks beyond its control to continue to perform the contract.
- 16.3 In the event of termination with written notice by TÜV Rheinland for good cause, TÜV Rheinland is 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. TÜV Rheinland reserves the right to prove that the client has caused the termination of the contract or has caused a considerable loss to TÜV Rheinland, considerably higher damage in individual cases.
- 16.4 TÜV Rheinland is 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 that Party proves: (a) that such impediment is beyond its reasonable control; and (b) 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 be overcome by the affected party.
- 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 the clause: (i) war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilization; (ii) civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy; (iii) currency and trade restrictions, embargo, sanction; (iv) act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalization; (v) plague, epidemic, natural disaster or extreme natural event; (vi) explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunications, information system or energy; (vii) general labor disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises.
- 17.3 The Party substantially invoking this clause is relieved from its duty to perform its obligations under the contract and from any liability in damages or from any other contractual remedy for breach of contract, from the time at which the impediment causes inability to perform, provided that the notice thereof is given without delay and that the Party, if notice thereof is not given, is not able to effect 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 involved impedes performance by the affected Party. Where the duration of the impediment invoked has the effect of substantially depriving the contracting Parties of all work they were reasonably entitled to expect under the contract, either Party has the right to terminate the contract by notification within a reasonable period of time after the other Party. Unless otherwise agreed, the consequences of 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 alternative 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 17.1.
- 19.2 Should one or several of the provisions under this 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 In the event of the partial invalidity of 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 finally through negotiation.
- 19.5 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 to arbitration.
- 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) in Beijing, unless the parties in the arbitration agreement agree otherwise, the place where 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 arbitrated in accordance with its then current Rules of Arbitration. The arbitration shall take place in Hong Kong.
- 19.6 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.