Technical Report No. 70.300.18.20560.01-00

Rev. 00

Dated 2021-11-26

Client:	Wenzhou Dream Garden Amusement Equipment Co.,ltd Room 803-1, Building 1, Canghe Jinyuan, Yongqiangdadao, Yongzhong Street,Longwan District, Wenzhou , Zhejiang
	Attn : /
Manufacturing place:	Same as above
Test subject:	Product: Fabric of trampoline mat Model: Black trampoline fabric
Test specification:	Refer to next pages
Purpose of examination:	Test according to the test specification
Test result:	See data on following pages

Disclaimer Measurement Uncertainty:

Unless otherwise agreed upon, Pass or Fail verdicts are given based on the measured values without any considerations of measurement uncertainties. Please note, every test method has a measurement uncertainty which has been evaluated by the laboratory according to ISO/IEC 17025 requirements. By taking measurement uncertainties into account it might happen that measured values can neither be assessed as PASS nor as FAIL.

This technical report may only be quoted in full. Any use for advertising purposes must be granted in writing. This report is the result of a single examination of the object in question and is not generally applicable evaluation of the quality of other products in regular production.

Remarks : 1. The composting testing was required by the client
2. The test items were specified by the applicant

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EXECUTIVE SUMMARY:

	TEST REQUESTED	CONCLUSION	Remark
1.	Polycyclic Aromatic Hydrocarbons (PAH) Content Test	Pass	-
2.	Phthalates Test	Pass	-
3.	Azo-Dye Test	Pass	-
4.	Carcinogenic and Allergenous Disperse Dye	Pass	-
5.	Formaldehyde Content Test	Pass	-
6.	Organotin Compounds Content Test	Pass	-
7.	Pentachlorophenol (PCP) Content Test	Pass	-
8.	Total Cadmium Content Test	Pass	-
9.	Total Lead Content Test	Pass	-
10.	Short-Chain Chlorinated Paraffins (SCCP)	Pass	-
11.	Migration of certain elements - European Council Directive 2009/48/EC, Annex II, Part III, Point 13	Pass	-
12.	Nonylphenol (NP) Content Test	Pass	-
13.	Vinyl Chloride Monomer Content	Pass	-
14.	Sensory verification of odor	Pass	-
15.	Hexabromocyclododecane Content Test	Pass	-
16.	Flame Retardants Test	Pass	-
17.	Dimethylfurmarate (DMFU) Test	Pass	-
18.	2F Solvent Inhalation content - EN 71 Part 9:2005 with Amendment A1:2007	Pass	-

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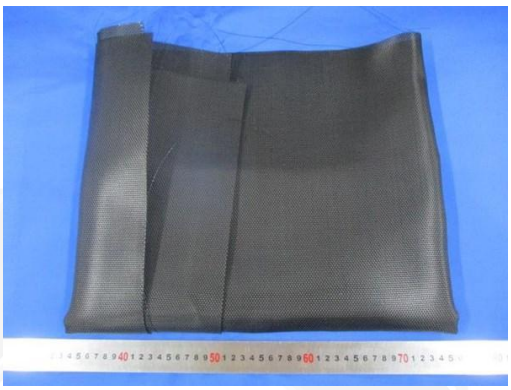
1. Description of the test subject

1.1 Technical Data

None

1.2. Test Item

No.	Description	Pictures	Remark
001	Black soft plastic (trampoline fabric)		-

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2. Order

2.1 Date of Purchase Order, Customer's Reference
2021-11-13

2.2 Receipt of Test Sample, Location
2021-11-13
No. 1999 Duhui Road, Shanghai, P.R.China
TÜV SÜD Certification and Testing (China) Co., Ltd.
Shanghai Branch

2.3 Date of Testing
2021-11-13 to 2021-11-23

2.4 Location of Testing
No. 1999 Duhui Road, Shanghai, P.R.China
TÜV SÜD Certification and Testing (China) Co., Ltd.
Shanghai Branch

2.5 Points of Non-compliance or Exceptions of the Test Procedure
None

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3. Test Results

3.1 Polycyclic Aromatic Hydrocarbons (PAH) Content Test

Test according to German Committee on Product Safety (AfPS)
AfPS GS 2014:01 PAK Solvent extraction followed by GC-MS analysis
[Reporting Limit = 0.1mg/kg]

Parameter	Result [mg/kg]		Maximum Allowable Limit [mg/kg] (Toys in 2009/48 EC)	
	001		**Category II** Materials with foreseeable contact to skin longer than 30s or repeated short-term skin contact	**Category III** Materials with foreseeable contact to skin up to 30s
Naphthalene	<0.1		<2	<10
Acenaphthylene	<0.1		-	-
Acenaphthene	<0.1			
Fluorene	<0.1			
Phenanthrene	<0.1			
Anthracene	<0.1			
Fluoranthene	<0.1			
Pyrene	<0.1			
Sum of 7 PAHs	<0.1		<5	<20
Benzo (a) anthracene	<0.1		<0.2	<0.5
Chrysene	<0.1		<0.2	<0.5
Benzo (b) fluoranthene	<0.1		<0.2	<0.5
Benzo (j) fluoranthene	<0.1		<0.2	<0.5
Benzo (k) fluoranthene	<0.1		<0.2	<0.5
Benzo (a) pyrene	<0.1		<0.2	<0.5
Benzo (e) pyrene	<0.1		<0.2	<0.5
Benzo (g,h,i) perylene	<0.1		<0.2	<0.5
Dibenzo (a,h) anthracene	<0.1		<0.2	<0.5
Indeno (1,2,3-c,d) pyrene	<0.1		<0.2	<0.5
Sum of detected 18 PAHs	<0.1		<5	<20
Category as AfPS GS Specification – Non Toy	Cat. 2	Cat. 3	-	-
Conclusion	Pass	Pass	-	-

Note: 1. "<" denotes less than
2. "mg/kg" denotes milligram per kilogram

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3.2 Phthalates Test

Regulation (EC) No. 1907/2006 Annex XVII Item No. 51 & 52
Solvent extraction by chloroform and GC-MS analysis.
[Reporting Limit = 0.005 %]

A. For toys and childcare articles

Parameter	CAS No.	Results [%]	Maximum Allowable Limit [%]
		001	
Bis (2-ethylhexyl) phthalate, DEHP	117-81-7	<0.005	-
Dibutyl phthalate, DBP	84-74-2	<0.005	-
Benzyl butyl phthalate, BBP	85-68-7	<0.005	-
Sum of DEHP, DBP & BBP		<0.005	<0.1
Conclusion		Pass	-

B. Additional requirements for toys and childcare articles, which can be placed in mouth by the children (See remark)

Parameter	CAS No.	Results [%]	Maximum Allowable Limit [%]
		001	
Di-isononyl phthalate, DINP	28553-12-0	<0.005	-
Di-isodecyl phthalate, DIDP	26761-40-0	<0.005	-
Di-n-octyl phthalate, DNOP	117-84-0	<0.005	-
Sum of DINP, DIDP, DNOP		<0.005	<0.1
Conclusion		Pass	-

Note: 1. "%" denotes percentage by weight
2. "<" denotes less than
3. Toys and childcare articles, which can be placed in mouth by the children, shall meet the requirements of both Part A and B.

Remarks : 1. The composting testing was required by the client
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3.3 Azo-Dye Test

Test in accordance with EN ISO 14362-1:2017
[Reporting Limit = 5.0 mg/kg].

Parameter	CAS-No	Result [mg/kg]	Client Limit [mg/kg]
		001	
4-aminobiphenyl	92-67-1	<5.0	<20
Benzidine	92-87-5	<5.0	<20
4-chloro-o-toluidine	95-69-2	<5.0	<20
2-naphthylamine	91-59-8	<5.0	<20
o-aminoazotoluene	97-56-3	<5.0	<20
5-nitro-o-toluidine	99-55-8	<5.0	<20
4-chloroaniline	106-47-8	<5.0	<20
2,4-diaminoanisole	615-05-4	<5.0	<20
4,4'-diaminodiphenylmethane	101-77-9	<5.0	<20
3,3'-dichlorobenzidine	91-94-1	<5.0	<20
3,3'-Dimethoxybenzidine	119-90-4	<5.0	<20
3,3'-dimethylbenzidine	119-93-7	<5.0	<20
4,4'-methylenedi-o-toluidine	838-88-0	<5.0	<20
p-cresidine	120-71-8	<5.0	<20
4,4'-methylene-bis-(2-chloro-aniline)	101-14-4	<5.0	<20
4,4'-oxydianiline	101-80-4	<5.0	<20
4,4'-thiodianiline	139-65-1	<5.0	<20
o-toluidine	95-53-4	<5.0	<20
2,4-toluenediamine	95-80-7	<5.0	<20
2,4,5-trimethylaniline	137-17-7	<5.0	<20
2-methoxyaniline	90-04-0	<5.0	<20
2,4-xylidine	95-68-1	<5.0	<20
2,6-xylidine	87-62-7	<5.0	<20
4-aminoazobenzene	60-09-3	<5.0	<20
Test Method		EN ISO 14362-1:2017	-
Conclusion		Pass	-

Note: 1. "mg/kg" denotes milligram per kilogram
2. "<" denotes less than

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3.4 Carcinogenic and Allergenous Disperse Dye

With reference to DIN 54231:2005, LC-MS for analysis.
[Reporting Limit = 1 mg/L]

Items	Results [mg/L]	Client Limit [mg/L]
	007	
C.I. Disperse Blue 1*	<1	<5
C.I. Disperse Blue 3	<1	<5
C.I. Dipserse Blue 7	<1	<5
C.I. Disperse Blue 26	<1	<5
C.I. Disperse Blue 35	<1	<5
C.I. Disperse Blue 102	<1	<5
C.I. Disperse Blue 106	<1	<5
C.I. Disperse Blue 124	<1	<5
C.I. Disperse Orange 1	<1	<5
C.I. Disperse Orange 3	<1	<5
C.I. Disperse Orange 37/76	<1	<5
C.I. Disperse Red 1	<1	<5
C.I. Disperse Red 11	<1	<5
C.I. Dipserse Red 17	<1	<5
C.I. Disperse Yellow 1	<1	<5
C.I. Disperse Yellow 3*	<1	<5
C.I. Disperse Yellow 9	<1	<5
C.I. Disperse Yellow 39	<1	<5
C.I. Disperse Yellow 49	<1	<5
C.I. Disperse Brown 1	<1	<5
C.I. Disperse Yellow 23	<1	<5
C.I. Acid Red 26	<1	<5
C.I. Basic Red 9	<1	<5
C.I. Basic Violet 14	<1	<5
C.I. Direct Black 38	<1	<5
C.I. Direct Blue 6	<1	<5
C.I. Direct Red 28	<1	<5
C.I, Disperse Orange 11	<1	<5
C.I. Disperse Orange 149	<1	<5
Conclusion	Pass	-

Note: 1. "<" denotes less than
2. "mg/L" denotes milligram per litre

Remarks : 1. The composting testing was required by the client
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Tested Dyestuffs :

Carcinogenic Dyestuffs:

C.I. Acid Red 26, C.I. Basic Red 9, C.I. Basic Violet 14, C.I. Disperse Blue 1*, C.I. Disperse Yellow 3*, C.I. Direct Black 38, C.I. Direct Blue 6, C.I. Direct Red 28, C.I. Disperse Orange 11

Allergenous Dyestuffs:

C.I. Disperse Blue 1*, C.I. Disperse Blue 3, C.I. Disperse Blue 7, C.I. Disperse Blue 26, C.I. Disperse Blue 35, C.I. Disperse Blue 102, C.I. Disperse Blue 106, C.I. Disperse Blue 124, C.I. Disperse Brown 1,
C.I. Disperse Orange 1, C.I. Disperse Orange 3, C.I. Disperse Orange 37, C.I. Disperse Orange 76**,
C.I. Disperse Red 1, C.I. Disperse Red 11, C.I. Disperse Red 17, C.I. Disperse Yellow 1, C.I. Disperse Yellow 3*, C.I. Disperse Yellow 9, C.I. Disperse Yellow 39, C.I. Disperse Yellow 49 C.I. Disperse Yellow 23, C.I. Disperse Orange 149

*: Both Allergenous and Carcinogenic; **: equivalent to C.I. Disperse Orange 37

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3.5 Formaldehyde Content Test

Formaldehyde content determined by UV-Visible spectroscopy and/or HPLC-DAD.
DIN EN ISO 14184-1:2011.
[Reporting Limit = 20 mg/kg]

Test Item	Result [mg/kg]	Client Limit [mg/kg]	Conclusion
001	<20	<30	Pass

Note: 1. "mg/kg" denotes milligram per kilogram
2. "<" denotes less than

3.6 Organotin Compounds Content Test

Test with reference to DIN EN ISO 17353:2005, extraction with solvent, derivatization, GC-MS analysis
[Reporting limit = 0.025mg/kg]

Organotin	Tested item [mg/kg]	Client's Limit [mg/kg]
	001	
MBT	<0.025	<1
DBT	<0.025	<1
DOT	<0.025	<1
TBT	<0.025	<0.5
TPhT	<0.025	<0.5
Conclusion	Pass	-

Note: 1. "mg/kg" denotes milligram per kilogram
2. "<" denotes less than

3.7 Pentachlorophenol (PCP) Content Test

DIN EN ISO 17070
[Reporting Limit: 0.05 mg/kg]

Parameter	Result [mg/kg]	Client Limit [mg/kg]
	001	
Pentachlorophenol	<0.05	<0.5
Conclusion	Pass	-

Note: 1. "mg/kg" denotes milligram per kilogram
2. "<" denotes less than

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3.8 Total Cadmium Content Test

Regulation (EU) 2016/217, amending Annex XVII to Regulation (EC) No 1907/2006 Entry 23.
EN 1122:2001 Method B and followed by Atomic Absorption Spectrophotometer (AAS) or Inductively Coupled Plasma Optical Emission Spectrophotometer (ICP-OES)
[Reporting Limit = 10.0 mg/kg]

Compounds	Tested item [mg/kg]	Maximum Allowable Limit [mg/kg]
	001	
Cadmium	<10.0	<100
Conclusion	Pass	-

Note: 1. "mg/kg" denotes milligram per kilogram
2. "<" denotes less than

3.9 Total Lead Content Test

Test in accordance with CPSC-CH-E1002-08.3: 2012
[Reporting Limit = 10.0 mg/kg]

Compounds	Tested item [mg/kg]	Client Limit [mg/kg]
	001	
Lead	<10.0	<100
Conclusion	Pass	-

Note: 1. "mg/kg" denotes milligram per kilogram
2. "<" denotes less than

3.10 Short-Chain Chlorinated Paraffins (SCCP)

Extraction with n-Hexane and determined by GC-ECD/GC-MS
[Reporting Limit = 100 mg/kg]

Test Item(s)	Result [mg/kg]	Client Limit [mg/kg]	Conclusion
001	<100	<1000	Pass

Note: 1. "mg/kg" denotes milligram per kilogram
2. "<" denotes less than

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3.11 Migration of certain elements - European Council Directive 2009/48/EC, Annex II, Part III, Point 13

BS EN 71-3:2013+A3:2018 Safety of Toys

Category I	**Dry, brittle, powder-like or pliable toy material**
Category II	**Liquid or sticky toy material**
Category III	**Scraped-off toy material**

Test Item(s)	**Unit**	**Req.**	**Result**
			001
Category	**-**	**III**	**III**
Boron (B)	mg/kg	15000	<1500
Aluminium (Al)	mg/kg	70000	<7000
Chromium III (Cr III)	mg/kg	460	Combined<0.2
Chromium VI (Cr VI)	mg/kg	0.2	
Manganese (Mn)	mg/kg	15000	<1500
Cobalt (Co)	mg/kg	130	<13
Nickel (Ni)	mg/kg	930	<93
Copper (Cu)	mg/kg	7700	<770
Zinc (Zn)	mg/kg	46000	<4600
Arsenic (As)	mg/kg	47	<2.5
Selenium (Se)	mg/kg	460	<46
Strontium (Sr)	mg/kg	56000	<5600
Cadmium (Cd)	mg/kg	17	<5
Tin (Sn)	mg/kg	180000	<18000
Organic tin	mg/kg	12	<12*
Antimony (Sb)	mg/kg	560	<6.0
Barium (Ba)	mg/kg	18750	<1875
Mercury (Hg)	mg/kg	94	<6.0
Lead (Pb)	mg/kg	23	<5
Conclusion	-	-	Pass

Note: "<" = Less than
mg/kg = milligram(s) per kilogram = ppm = part(s) per million

Remark:
- □ Results of Cr III and Cr VI were reported as sum of soluble Chromium content.
- □ If combined Cr content exceeds 0.02mg/kg in I mat., 0.005 mg/kg in II mat., or 0.2mg/kg in III mat., confirmation Cr(VI) by LC-ICP-MS or IC and Cr(III) by LC-ICP-MS. If confirmation with IC, Cr(III)=Combined Cr – Cr(VI).
- □ Result(s) of organic tin was (were) reported as soluble tin content.
  *The report limit of OT is reported by soluble tin screening.
- □ The composting testing was required by the client
- □ The test items were specified by the applicant

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Comment :

Proposed by SCHEER			
-	**Category I**	**Category II**	**Category III**
Element(s)	Aluminium (Al)	Aluminium (Al)	Aluminium (Al)
Current	5625 mg/kg	1406 mg/kg	70000 mg/kg
Proposed	2250 mg/kg	560 mg/kg	28130 mg/kg

Proposals to amendment of European Parliament and Council Directive 2009/48/EC, Annex II, Part III, Point 13 :			
-	**Category I**	**Category II**	**Category III**
Element(s)	Chromium VI (Cr VI)	Chromium VI (Cr VI)	Chromium VI (Cr VI)
Current	0.02 mg/kg	0.005 mg/kg	0.2 mg/kg
Amended[a]	0.02 mg/kg	0.005 mg/kg	0.053 mg/kg
[a] denotes as these maximum allowable limits apply from November 18, 2019 according to European Council Directive (EU) 2018/725 May, 2018 amending, for the purpose of adopting to technical, progress, Annex II to Directive 2009/48/EC of the European Parliament and of the Council on the safety of toys, as regards Chromium VI (Cr VI).			

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3.12 Nonylphenol (NP) Content Test

Solovent extraction and analysis by Gas Chromatograph Mass Spectrometer (GC-MS)
[Reporting Limit = 10.0 mg/kg]

Items	Results [mg/kg]	Client Limit [mg/kg]
	001	
Nonyl phenol (NP)	<10	100
Conclusion	Pass	-

Note: 1. "mg/kg" denotes milligram per kilogram
2. "<" denotes less than

3.13 Vinyl Chloride Monomer Content

By analysis with gas chromatography
[Reporting Limit = 0.5 mg/kg]

Items	Results [mg/kg]	Client Limit [mg/kg]
	001	
Vinyl Chloride Matter	<0.5	<1
Conclusion	Pass	-

Note: 1. "mg/kg" denotes milligram per kilogram
2. "<" denotes less than
3. Specification is quoted from 78/142/EEC Directives

3.14 Sensory verification of odor

Client's specification with reference to SNV 195651

Items	Results [Score]	Client Limit [Score]
	001	
Average Value	2.0	3
Conclusion	Pass	-

Note: Scoring
1 = Odourless
2 = Week odour
3 = Tolerable odour
4 = Annoying odour
5 = Intolerable odour
"<=" denotes less than or equal to

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3.15 Hexabromocyclododecane Content Test

In house method, Solvent extraction and determination by GC/MS.
[Reporting Limit: 10.0 mg/kg]

Items	Results [mg/kg]	Client Limit [mg/kg]
	001	
Hexabromocyclododecane (HBCDD)	<5.0	<100
Conclusion	Pass	-

Note: 1. "mg/kg" denotes milligram per kilogram
2. "<" denotes less than

3.16 Flame Retardants Test

Directive 2014/81/EU (TCEP, TCPP, TDCP)
In house method
[Reporting Limit: 5 mg/kg]

Items	Results [mg/kg]	Client Limit [mg/kg]
	001	
Tris (2-chloroethyl) phosphate (TCEP)	<5	<5
Tris(2-chloroisopropyl) phosphate (TCPP)	<5	<5
Tris(2-chloro-1-(chloromethyl)ethyl) phosphate (TDCP)	<5	<5
Conclusion	Pass	-

Note: 1. "mg/kg" denotes milligram per kilogram
2. "<" denotes less than

3.17 Dimethylfurmarate (DMFU) Test

Regulation (EC) No. 1907/2006 Annex XVII Item No. 61 with Amendment up to (EU) No. 412/2012
Sample was extracted with organic solvent and then analyzed by GC/MS
[Reporting Limit: 0.1 mg/kg]

Items	Results [mg/kg]	Maximum Allowable Limit [mg/kg]
	001	
Dimethylfurmarate	<0.1	<0.1
Conclusion	Pass	-

Note: 1. "mg/kg" denotes milligram per kilogram
2. "<" denotes less than

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3.18 2F Solvent Inhalation content - EN 71 Part 9:2005 with Amendment A1:2007

First-action Method for Solvents Inhalation Requirement of European Standard EN 71 Part 9:2005 with Amendment A1:2007

Extraction method and analysis method with reference to EN 71-11:2005, Annex A.2

Items	Results [µg/g]	Limit [µg/g][1]
	001	
Toluene	0.065	≤1
Ethylbenzene	<0.05	≤5
Xylene (m.p.o-isomers)	0.171	≤5
1,3,5-Trimethylbenzene (mesitylene)	<0.05	≤1
Trichloroethylene	<0.05	≤0.1
Dichloromethance	<0.05	≤0.1
n-Hexane	<0.05	≤10
Nitrobenzene	<0.05	≤0.2
Cyclohexanone	<0.05	≤0.25
Isophorone	<0.05	≤5
Conclusion	Pass	-

Note: 1. "ug/g" denotes microgram per gram
2. "<" denotes less than
3. "[1]" Limits for all substances are quoted from EN71-9:2005 + A1:2007 Clause 4.1.1 Table 2F / EN71-11:2005 A.2.7.1

Remarks : 1. The composting testing was required by the client
2. The test items were specified by the applicant

TÜV SÜD Certification and Testing (China) Co., Ltd
Shanghai Branch
TÜV SÜD Group

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No.151 Heng Tong Road
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4. Remark

None

5. Documentation

None

Hardlines-MES
TÜV SÜD Certification and Testing (China) Co., Ltd.
Shanghai Branch

Prepared by:

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SHMES

Reviewed by:

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~ End Of Report ~

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General Terms and Conditions

of TÜV SÜD Certification and Testing (China) Co., Ltd. and its affiliated branch offices in the P.R.C.
(hereinafter referred to as *the company*)

1. General Information and Definitions

(1.1) In the event that an order for any services is placed, the Client shall accept the General Terms and Conditions. The General Terms and Conditions shall be applicable to all orders ,resulting contracts and other arrangements, including all offers made or services provided by the Company or any of its affiliated companies They are not applicable if and as far as they are in conflict with the regulations on services performed on behalf of governments, government bodies or any other public entity, or they are in conflict with mandatory provisions of local law. The Client's placement of orders as well as the conclusion of contracts with the Company shall be regarded as awareness and acceptance of these General Terms and Conditions.

(1.2) The Company strongly recommends any Client or potential Client to read the full text of these General Terms and Conditions prior to placement of any order to or conclusion of any contract with the Company. Ancillary agreements, promises and other statements made on the part of the Company staff or the experts called upon by them shall be binding only if they are expressly confirmed by the Company in writing. This shall also apply to any modifications of this clause.

2. Provision of Services

(2.1) With due care and skill, the Company will provide services according to Client's specific instructions as made available by the Client. In the absence of Client's specific instructions, the following is deemed as instructions given to the Company:
- (a) The terms of any standard specification sheet or standard order form provided by the Company; and/or
- (b) Any relevant usage, practice or trade custom; and/or
- (c) Such methods the Company considers technically, operationally and/or on financial grounds appropriate.

(2.2) No other party is entitled to give any instructions particularly on the scope and type of the services or the reports delivered, or on the resulting certificates (the "Reports of Findings"), unless the Company receives prior written instructions to the contrary from the Client. The Client hereby irrevocably authorizes the Company to deliver Reports of Findings to a third party where so instructed by the Client or, at the Company's discretion, where it implicitly follows from circumstances, trade custom, usage or practice.

(2.3) The Information stated in the Report of Findings is derived from the results of inspection or testing procedures carried out in accordance with the instructions and/or Company's assessment of such results on the basis of any technical standards, trade custom or practice, or other circumstances which should in Company's professional experience be taken into account.

(2.4) Reports of Findings issued after the testing of samples refer the Company's opinion only on samples under testing and not to the lot from which the samples were drawn.

(2.5) Client agrees that the Company's sole responsibility is to be present at the time of the third party's intervention and to forward the results, or confirm the occurrence of the intervention, in case Client requests the Company to witness any third party's intervention. Client agrees that the Company will use the test methods for analysis as requested in the request form, and if none is stated in the form, the Company will choose the appropriate test methods for analysis.

(2.6) The Reports of Findings issued by the Company will reflect the facts as recorded by it at the time of its intervention only and within the limits of the instructions received or, in the absence of such instructions, within the limits of the alternative parameters applied as provided for in Clause 2.1. The Company is under no obligation to refer to, or report upon, any facts or circumstances, which are outside the specific instructions received or alternative parameters applied.

(2.7) The performance of all or part of the services may be delegated to an agent or subcontractor by the Company. The Client authorizes the Company to disclose all information necessary for such performance to the agent or subcontractor.

(2.8) Documents reflecting engagements contracted between the Client and third parties or third party documents, e.g. sales contract copies, letters of credit, bills of lading, etc. should be made available to the Company. These are considered to be for information only, and do not extend or restrict the scope of the services or the obligations accepted by the Company.

(2.9) The Company agrees that, by providing the services to the Client, it neither takes the place of Client or any third party, nor otherwise assumes, abridges, abrogates or undertakes to discharge any duty of the Client to any third party or that of any third party to the Client. Also, it does not releasethe Client or any third party from any of their obligations.

(2.10) Depending on the nature of each sample, all samples given to the Company shall be retained for a maximum of 3 months or for such other shorter time period as the nature of the sample permits, and then sent back to Client or otherwise disposed of at the Company's discretion. After that time the Company will not be responsible for the samples. Storage of samples for more than 3 months shall incur a storage fee payable by the Client. If samples are returned to the Client, the Client will be billed a handing and freight fees. Special disposal charges will be billed to the Client if incurred.

3. Client's Obligations

The Client shall:

(3.1) ensure that all required supporting documents, information and instructions as submitted are accurate, trueful and complete. These information are to be submitted in a timely not later than 2 working days from the date of which the services are requested by the Client

(3.2) ensure to give all necessary access for the Company's representatives to the premises where the services are to be performed and to take all necessary steps to eliminate or remedy any obstades to, or interruptions in the performance of the services;

(3.3) make available any special equipment and personnel necessary for the performance of the services, if required;

(3.4) ensure that for the safety and security of working conditions, sites and installations, all necessary measures are taken during the performance of services. In this respect, the Client will not rely on the Company's advice whether required or not;

(3.5) inform the Company of any known hazards or dangers, actual or potential, associated with any order, samples, testing or any other service rendered by the Company well in advance. Those are, but are not limited to the presence or risk of radiation, environmental pollution or poisons- toxic or noxious or explosive elements or materials;

(3.6) fully exercise all its rights and discharge all its liabilities under any relevant sales or other contract with a third party.

4. Fees and Payment

(4.1) All Fees not agreed on between the Company and Client at the time the order is placed or a contract is concluded shall be determined by the Company's Schedule of Fees (which are subject to change). All applicable taxes shall be paid by Client, as far as mandatory laws do not provide otherwise.

(4.2) Unless a specific period is established in the invoice, the Client shall pay upon receiving the invoice, but not later than 30 days from the relevant invoice date or within such other period as may be established by the Company in the invoice (the "Due Date").

(4.3) The Client shall not be entitled to retain or defer due payment of any sums to the Company on account of any dispute, counter claim or set-off against the Company. The Company reserves the right to retain or defer any due payments if any dispute arises with or it raises any counterdaim against the Client. The Company is entitled to set off due payments against payments of the Client.

(4.4) For the collection of unpaid fees, the Company may decide to bring action in any court with competent jurisdiction. The corresponding collection costs, including attorney's fees and related costs, shall be borne by the Client, as far as the mandatory local law does not provide otherwise.

(4.5) In case of any unforeseen problems or expenses arise while carrying out the services, the Company informs the Client. In such cases, the Company shall be entitled to charge additional fees to cover extra time and to invoice extra costs necessarily incurred to complete the services.

(4.6) If the Company is unable to perform all or parts of the services for any cause whatsoever beyond the Company's control, including the failure by Client to comply with any of its obligations provided for in the foregoing Clause 3, the Company shall nevertheless be entitled to payments of:
- (1) The amount of all non-refundable expenses incurred by the Company; and
- (2) A proportion of the agreed fee equal to the proportion of the services actually carried out.

5. Suspension or Termination of Services

In any case mentioned below, the Company shall be entitled to either suspend or terminate the provision of the services immediately and without any liability:

(5.1) Failure by the Client to comply with any of its obligations under these General Terms and Conditions and such failure is not remedied within 10 days after a notice of such failure has been delivered to the Client; or

(5.2) Any suspension of payment, arrangement with creditors, bankruptcy, insolvency, receivership or cessation of business by Client.

6. Liability and Indemnification

(6.1) Limitation of Liability:
- (1) Clients seeking a guarantee against loss or damage should obtain appropriate insurance. The Company is neither an insurer nor a guarantor and disclaims all liability in such capacity.
- (2) Reports of Findings are issued on the basis of the information, documents and/or samples provided by, or on behalf of the Client and solely for the benefit of the Client who is obliged to act on the basis of such Reports of Findings. Neither the Company nor any of its staff, agents or subcontractors shall be liable to the Client nor to any third party for any actions taken or not taken on the basis of such Reports of Findings, or for any incorrect results arising from unclear, erroneous, incomplete, misleading or false information provided to the Company.
- (3) For any delayed, total or partial non-performance of the services arising directly or indirectly from any event beyond the Company's control, including failure by Client to comply with any of its obligations hereunder, the Company shall not be liable.
- (4) The liability of the Company in respect of any claim for loss, damage or expense of any nature and howsoever arising shall in no circumstances exceed a total aggregate sum equal to 10 times the amount of the fee paid in respect of the specific service which gives rise to such claim, and shall in any case not exceed the equivalent of 25,000 EUR in CNY.
- (5) For any indirect or consequential loss (including loss of profits), the Company shall not have any liabilities.
- (6) In case of any claim, the Client must give written notice to the Company within 30 days of discovery of the facts with all necessary documents to justify such claim. In any case, the Company shall be discharged from all liability for all claims for loss, damage or expense unless a lawsuit is brought within two years from:
  - (i) the performance date of the Company for its services which refers to the claim; or
  - (ii) the date when the service should have been completed in the event of any alleged non-performance.

(6.2) Indemnification: Against all claims (actual or threatened) by any third party for loss, damage or expenses of whatsoever nature including all legal expenses and related costs and howsoever arising relating to the performance, purported performance or non-performance of any services, the Client shall guarantee, hold harmless and indemnify the Company and its officers, employees, agents or subcontractors.

7. Obligation of Confidentiality, Copyright, Data Privacy Protection

(7.1) The Company shall be authorized to make file copies of written documents, which have been made available to it for review and which are important for processing the order.

(7.2) Insofar as Reports of Findings are prepared in the course of processing the order and which are subject to the protection of copyright, then the Company shall grant the Client a simple, non-transferable right to use, insofar as this is necessary and in accordance with the contractually presupposed purpose. Other rights shall not be transferred; in particular, the customer shall not be entitled to modify and/or edit audit reports or to make use of such outside of his business premises.

(7.3) The Company and its staff which may be called in shall not disclose or use trade and business matters about which they have gained knowledge during the performance of their work without proper authorization, or unless instructed by a court or authorized body (e.g. regulatory authority, accreditation body or certification scheme owner) or otherwise legally required.

8. Miscellaneous

(8.1) The validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired, even if any one or more provisions of these General Conditions are found to be illegal or unenforceable in any respect.

(8.2) Client shall not directly or indirectly entice, encourage or make any offer to Company's employees to leave their employment with the Company, during the course of providing the services and for a period of one year thereafter.

(8.3) Use of the Company's corporate name or registered marks for advertising purposes is not permitted without the Company's prior written authorization.

9. Governing Law, Jurisdiction and Dispute Settlement

(9.1) Unless specifically agreed otherwise, all disputes arising out or in connection with contractual relationship(s) hereunder shall be governed by the applicable laws and regulations of the People's Republic of China.

(9.2) Place of performance for any obligation arising out of this contract shall be Shanghai, the Place of the TÜV SÜD Certification and Testing (China) Co., Ltd., Shanghai branch, unless otherwise expressly agreed by the parties.

10. Languages

In the event of any discrepancy between the English and the Chinese version of these General Terms and Conditions, the English version shall prevail.