

**Test Report No.:** 0164035786a 001

Page 1 of 25

**Client:****GUANGDONG ATTOP TECHNOLOGY CO.,LTD.**

Linghai Industry Zone, Laimei Road Chenghai District, Shantou, Guangdong, China

**Test item(s):**

3 sample of REMOTE CONTROL AIRCRAFT

**Identification/  
Model No(s):**

REMOTE CONTROL AIRCRAFT

YD-826, YD-928

Reference No.:

A1, A2, A3, A5, A6, A7, A8, A9, A10, A11, A12, A13, A14, A15, A16, A17, A18, A19, YD-711, YD-712, YD-713, YD-715, YD-716, YD-717, YD-718, YD-719, YD-719C, YD-821, YD-822, YD-822S, YD-823, YD-825, YD-827, YD-828, YD-829, YD-829C, YD-212, YD-215, YD-218, YD-219, YD-921, YD-922, YD-923, YD-925, YD-926, YD-927, YD-929, YD-311, YD-312, YD-313, YD-315, YD-316, YD-317, YD-318, YD-319, 6182-7B, DR-50, DR-40, 0424, 0426, 9808, A8C, YD-938, YD-912, YD-613, 6182-3M, 6182-6B, 6182-5N, DR-WING W, FLY-60

**Sample Receiving date:**

2015-05-11; 2015-05-27; 2015-06-05

**Testing Period:**

2015-05-11 - 2015-06-05

**Test specification:****Test result:****Customer's requirement:**

- EN 71 - 1 : 2014 Mechanical and physical properties
- EN 71 - 2:2011 + A1:2014 Flammability
- EN71-3:2013+A1:2014 Migration of 19 Elements
- Organic Tin content - EN71-3:2013+A1:2014

PASS (Please see remark on page 4)

PASS

PASS (Please see remark \*4 on page 20)

See Result

**Other Information:**

- (1) The provided age grade of the item(s) : For age of over 14 years.  
As per client request, the item(s) was/ were tested for the age of over 8 years.
- (2) Packaging provided: Yes

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


2015-06-15 Candy He / Supervisor

Date

Name/Position



2015-06-15 Helen Zhang/Section Manager

Date

Name/Position

*Test result is drawn according to the kind and extent of tests performed.*

*This test report relates to the a. m. 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.*

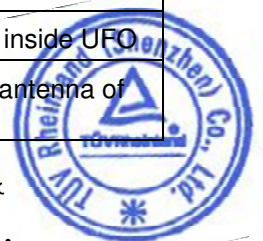


Test Report No.: **0164035786a 001**

Page 2 of 25

**Material List:**

Material No.	Material	Color	Location
M151	Coating	Yellow	Pattern on UFO
M152	Coating	Black	Pattern and words on UFO
M153	Plastic	Bright orange	Body of UFO
M154	Plastic	Orange	Blades of UFO
M155	Plastic	White	Blades of UFO
M156	Plastic	White	Body of UFO
M157	Plastic	White	Protected ring, landing feet and battery cover of UFO
M158	Plastic	Transparnet	Light cover of UFO
M159	Plastic + plating	Black/ coppery/ white	SD card of UFO
M160	Plastic	Black	Cover of engine of UFO
M161	Plastic	Black	Camera of UFO
M162	Plastic + printing	Red/ white	Wire jacket of UFO (connected to plug)
M163	Plastic + printing	Black/ white	Wire jacket of UFO (connected to plug)
M164	Plastic	White	Plug of UFO, battery and small USB
M171	Plastic	White	Wire jacket inside UFO (connected to lights)
M172	Plastic	Black	Wire jacket inside UFO (connected to lights)
M173	Plastic	Red	Wire jacket inside UFO (connected to lights)
M174	Plastic	Red	Wire jacket inside UFO (thin)
M175	Plastic	White	Wire jacket inside UFO (thin)
M176	Plastic	Blue	Wire jacket inside UFO (thin)
M177	Plastic	Black	Wire jacket inside UFO (thin)
M178	Plastic + printing	White/ multi color	PCB board inside UFO, controller and small USB
M179	Plastic + printing	Brown/ black	Joint of PCB board and camera
M180	Polymer	White	Glue inside UFO
M181	Plastic	Black	Plastic sheet on PCB board inside UFO
M183	Plastic + printing	Blue/ black	Wrapper of capacitor inside UFO
M194	Plastic	White	Body, knob, button, antenna of controller



**Test Report No.:**                      **0164035786a 001**

Page 3 of 25

M195	Plastic	Transparent red	Buttons and cover of controller
M197	Plastic	Black	Pad of controller
M198	Coating	Black	Pattern on controller
M199	Coating	Silvery	Pattern and words on controller
M217	Paper + printing	White/ black	Instruction manual
M218	Plastic + printing	Red/ white	Wire jacket of battery
M219	Plastic + printing	Black/ white	Wire jacket of battery
M220	Plastic + printing	Transparent/ silvery	Wrapper of battery
M221	Plastic + adhesive	Transparent yellow	Wrapper of battery
M196	Plastic + printing + adhesive	Black/ silvery, red/ transparent	Sticker of controller
M247	Whole Product	Multi color	REMOTE CONTROL AIRCRAFT



**Test Report No.: 0164035786a 001**

Page 4 of 25

**1. EN71 - 1:2014 Mechanical and physical properties**
**Test result:**

Test No:	T001
Material No:	M0247
<b>4. General requirements</b>	
4.1 Material cleanliness	Pass
4.7 Edges	Pass
4.8 Points and metallic wires	Pass
4.10 Parts moving against each other	Pass
<b>6 Packaging</b>	Pass
<b>7. Warnings, markings and instructions for use</b>	
7.1 General	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:**

\* Tests were performed according to customer's request. For non-toy items, safety assessments based on other EU Directive (Such as Machinery Directive 2006/42/EC) should be considered.



**Test Report No.:**                    **0164035786a 001**

Page 5 of 25

**2. EN 71 - 2: 2011+A1 :2014 Flammability**

**Test result:**

	Test No:	T001
	Material No:	M247
4.1 General		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.



**Test Report No.: 0164035786a 001**

Page 6 of 25

**5. EN71-3:2013+A1:2014 Migration of 19 Elements**

Test Method: with reference to EN71-3:2013+A1:2014, for inorganic elements, analyzed by ICP-OES or ICP-MS.

**3) For scraped-off toy materials:**

				Test No.	T001	T002	T003
				Material No.	M151(*2)	M152(*2)	M153
Test Parameter	Unit	RL	Regulatory Requirement	Result	Result	Result	
Aluminium (Al)	mg/kg	10	70000	-	-	n.d.	
Antimony (Sb)	mg/kg	1	560	-	-	n.d.	
Arsenic (As)	mg/kg	1	47	-	-	n.d.	
Barium (Ba)	mg/kg	2.5	18750	-	-	n.d.	
Boron (B)	mg/kg	10	15000	-	-	n.d.	
Cadmium (Cd)	mg/kg	1	17	-	-	n.d.	
Chromium (Cr)	mg/kg	0.15	-	-	-	n.d.	
Chromium (III) (Cr (III))§	mg/kg	0.15	460	-	-	-	
Chromium (VI) (Cr (VI))§	mg/kg	0.15	0.2	-	-	-	
Cobalt (Co)	mg/kg	2.5	130	-	-	n.d.	
Copper (Cu)	mg/kg	2.5	7700	-	-	4.2	
Lead (Pb)	mg/kg	2.5	160	-	-	n.d.	
Manganese (Mn)	mg/kg	2.5	15000	-	-	n.d.	
Mercury (Hg)	mg/kg	1	94	-	-	n.d.	
Nickel (Ni)	mg/kg	2.5	930	-	-	n.d.	
Selenium (Se)	mg/kg	2.5	460	-	-	n.d.	
Strontium (Sr)	mg/kg	2.5	56000	-	-	n.d.	
Tin (Sn)	mg/kg	1.0	180000	-	-	n.d.	
Organic Tin^	mg/kg	1.0	12	-	-	-	
Zinc (Zn)	mg/kg	10	46000	-	-	n.d.	



**Test Report No.:**                    **0164035786a 001**

Page 7 of 25

				Test No.	T004	T005	T006
				Material No.	M154	M155	M156
Test Parameter	Unit	RL	Regulatory Requirement	Result	Result	Result	Result
Aluminium (Al)	mg/kg	10	70000	n.d.	n.d.	n.d.	n.d.
Antimony (Sb)	mg/kg	1	560	n.d.	n.d.	n.d.	n.d.
Arsenic (As)	mg/kg	1	47	n.d.	n.d.	n.d.	n.d.
Barium (Ba)	mg/kg	2.5	18750	n.d.	n.d.	n.d.	n.d.
Boron (B)	mg/kg	10	15000	n.d.	n.d.	n.d.	n.d.
Cadmium (Cd)	mg/kg	1	17	n.d.	n.d.	n.d.	n.d.
Chromium (Cr)	mg/kg	0.15	-	n.d.	n.d.	n.d.	n.d.
Chromium (III) (Cr (III))§	mg/kg	0.15	460	-	-	-	-
Chromium (VI) (Cr (VI))§	mg/kg	0.15	0.2	-	-	-	-
Cobalt (Co)	mg/kg	2.5	130	n.d.	n.d.	n.d.	n.d.
Copper (Cu)	mg/kg	2.5	7700	n.d.	n.d.	n.d.	n.d.
Lead (Pb)	mg/kg	2.5	160	n.d.	n.d.	n.d.	n.d.
Manganese (Mn)	mg/kg	2.5	15000	n.d.	n.d.	n.d.	n.d.
Mercury (Hg)	mg/kg	1	94	n.d.	n.d.	n.d.	n.d.
Nickel (Ni)	mg/kg	2.5	930	n.d.	n.d.	n.d.	3.4
Selenium (Se)	mg/kg	2.5	460	n.d.	n.d.	n.d.	n.d.
Strontium (Sr)	mg/kg	2.5	56000	n.d.	n.d.	n.d.	n.d.
Tin (Sn)	mg/kg	1.0	180000	n.d.	n.d.	n.d.	n.d.
Organic Tin <sup>^</sup>	mg/kg	1.0	12	-	-	-	-
Zinc (Zn)	mg/kg	10	46000	n.d.	n.d.	n.d.	n.d.



**Test Report No.:**                    **0164035786a 001**

Page 8 of 25

				Test No.	T007	T008	T009
				Material No.	M157	M158	M159
Test Parameter	Unit	RL	Regulatory Requirement	Result	Result	Result	Result
Aluminium (Al)	mg/kg	10	70000	n.d.	n.d.	34	
Antimony (Sb)	mg/kg	1	560	n.d.	n.d.	n.d.	
Arsenic (As)	mg/kg	1	47	n.d.	n.d.	n.d.	
Barium (Ba)	mg/kg	2.5	18750	n.d.	n.d.	47	
Boron (B)	mg/kg	10	15000	n.d.	n.d.	n.d.	
Cadmium (Cd)	mg/kg	1	17	n.d.	n.d.	n.d.	
Chromium (Cr)	mg/kg	0.15	-	n.d.	n.d.	n.d.	
Chromium (III) (Cr (III))§	mg/kg	0.15	460	-	-	-	
Chromium (VI) (Cr (VI))§	mg/kg	0.15	0.2	-	-	-	
Cobalt (Co)	mg/kg	2.5	130	n.d.	n.d.	n.d.	
Copper (Cu)	mg/kg	2.5	7700	n.d.	n.d.	82	
Lead (Pb)	mg/kg	2.5	160	n.d.	n.d.	n.d.	
Manganese (Mn)	mg/kg	2.5	15000	n.d.	n.d.	n.d.	
Mercury (Hg)	mg/kg	1	94	n.d.	n.d.	n.d.	
Nickel (Ni)	mg/kg	2.5	930	n.d.	n.d.	17	
Selenium (Se)	mg/kg	2.5	460	n.d.	n.d.	n.d.	
Strontium (Sr)	mg/kg	2.5	56000	n.d.	n.d.	n.d.	
Tin (Sn)	mg/kg	1.0	180000	n.d.	n.d.	60	
Organic Tin <sup>^</sup>	mg/kg	1.0	12	-	-	n.d.(*3)	
Zinc (Zn)	mg/kg	10	46000	n.d.	n.d.	40	





Test Report No.: **0164035786a 001**

Page 9 of 25

Test No.				T010	T011	T012
Material No.				M160	M161 (34.5mg)(*1)	M162
Test Parameter	Unit	RL	Regulatory Requirement	Result	Result	Result
Aluminium (Al)	mg/kg	10	70000	n.d.	10	n.d.
Antimony (Sb)	mg/kg	1	560	n.d.	n.d.	n.d.
Arsenic (As)	mg/kg	1	47	n.d.	n.d.	n.d.
Barium (Ba)	mg/kg	2.5	18750	n.d.	n.d.	n.d.
Boron (B)	mg/kg	10	15000	n.d.	n.d.	n.d.
Cadmium (Cd)	mg/kg	1	17	n.d.	n.d.	n.d.
Chromium (Cr)	mg/kg	0.15	-	n.d.	n.d.	n.d.
Chromium (III) (Cr (III))§	mg/kg	0.15	460	-	-	-
Chromium (VI) (Cr (VI))§	mg/kg	0.15	0.2	-	-	-
Cobalt (Co)	mg/kg	2.5	130	n.d.	n.d.	n.d.
Copper (Cu)	mg/kg	2.5	7700	7.3	n.d.	n.d.
Lead (Pb)	mg/kg	2.5	160	n.d.	n.d.	n.d.
Manganese (Mn)	mg/kg	2.5	15000	n.d.	n.d.	n.d.
Mercury (Hg)	mg/kg	1	94	n.d.	n.d.	n.d.
Nickel (Ni)	mg/kg	2.5	930	9.9	n.d.	n.d.
Selenium (Se)	mg/kg	2.5	460	n.d.	n.d.	n.d.
Strontium (Sr)	mg/kg	2.5	56000	n.d.	n.d.	n.d.
Tin (Sn)	mg/kg	1.0	180000	13	8.8	11
Organic Tin^	mg/kg	1.0	12	n.d.(*3)	n.d.(*3)	n.d.(*3)
Zinc (Zn)	mg/kg	10	46000	n.d.	n.d.	n.d.



**Test Report No.: 0164035786a 001**

Page 10 of 25

Test No.				T013	T014	T015
Material No.				M163	M164	M171 (57.0mg)(*1)
Test Parameter	Unit	RL	Regulatory Requirement	Result	Result	Result
Aluminium (Al)	mg/kg	10	70000	n.d.	n.d.	n.d.
Antimony (Sb)	mg/kg	1	560	n.d.	n.d.	n.d.
Arsenic (As)	mg/kg	1	47	n.d.	n.d.	n.d.
Barium (Ba)	mg/kg	2.5	18750	n.d.	n.d.	n.d.
Boron (B)	mg/kg	10	15000	n.d.	n.d.	n.d.
Cadmium (Cd)	mg/kg	1	17	n.d.	n.d.	n.d.
Chromium (Cr)	mg/kg	0.15	-	n.d.	n.d.	n.d.
Chromium (III) (Cr (III))§	mg/kg	0.15	460	-	-	-
Chromium (VI) (Cr (VI))§	mg/kg	0.15	0.2	-	-	-
Cobalt (Co)	mg/kg	2.5	130	n.d.	n.d.	n.d.
Copper (Cu)	mg/kg	2.5	7700	n.d.	4.2	114
Lead (Pb)	mg/kg	2.5	160	n.d.	n.d.	n.d.
Manganese (Mn)	mg/kg	2.5	15000	n.d.	n.d.	n.d.
Mercury (Hg)	mg/kg	1	94	n.d.	n.d.	n.d.
Nickel (Ni)	mg/kg	2.5	930	n.d.	n.d.	n.d.
Selenium (Se)	mg/kg	2.5	460	n.d.	n.d.	n.d.
Strontium (Sr)	mg/kg	2.5	56000	n.d.	n.d.	n.d.
Tin (Sn)	mg/kg	1.0	180000	5.9	14	18
Organic Tin^	mg/kg	1.0	12	n.d.(*3)	n.d.(*3)	n.d.(*3)
Zinc (Zn)	mg/kg	10	46000	n.d.	30	44



**Test Report No.: 0164035786a 001**

Page 11 of 25

Test No.				T016	T017	T018
Material No.				M172 (87.5mg)(*1)	M173 (42.0mg)(*1)	M174 (30.0mg)(*1)
Test Parameter	Unit	RL	Regulatory Requirement	Result	Result	Result
Aluminium (Al)	mg/kg	10	70000	n.d.	n.d.	n.d.
Antimony (Sb)	mg/kg	1	560	n.d.	n.d.	2.4
Arsenic (As)	mg/kg	1	47	n.d.	n.d.	n.d.
Barium (Ba)	mg/kg	2.5	18750	n.d.	n.d.	n.d.
Boron (B)	mg/kg	10	15000	n.d.	n.d.	n.d.
Cadmium (Cd)	mg/kg	1	17	n.d.	n.d.	n.d.
Chromium (Cr)	mg/kg	0.15	-	n.d.	n.d.	n.d.
Chromium (III) (Cr (III))§	mg/kg	0.15	460	-	-	-
Chromium (VI) (Cr (VI))§	mg/kg	0.15	0.2	-	-	-
Cobalt (Co)	mg/kg	2.5	130	n.d.	n.d.	n.d.
Copper (Cu)	mg/kg	2.5	7700	11	6.0	n.d.
Lead (Pb)	mg/kg	2.5	160	4.2	n.d.	n.d.
Manganese (Mn)	mg/kg	2.5	15000	n.d.	n.d.	n.d.
Mercury (Hg)	mg/kg	1	94	n.d.	n.d.	n.d.
Nickel (Ni)	mg/kg	2.5	930	n.d.	n.d.	n.d.
Selenium (Se)	mg/kg	2.5	460	n.d.	n.d.	n.d.
Strontium (Sr)	mg/kg	2.5	56000	n.d.	n.d.	n.d.
Tin (Sn)	mg/kg	1.0	180000	31	135	25
Organic Tin^	mg/kg	1.0	12	n.d.(*3)	1.5(*3)	n.d.(*3)
Zinc (Zn)	mg/kg	10	46000	54	30	n.d.



**Test Report No.: 0164035786a 001**

Page 12 of 25

Test No.				T019	T020	T021
Material No.				M175 (36.5mg)(*1)	M176 (31.0mg)(*1)	M177 (33.7mg)(*1)
Test Parameter	Unit	RL	Regulatory Requirement	Result	Result	Result
Aluminium (Al)	mg/kg	10	70000	11	10	n.d.
Antimony (Sb)	mg/kg	1	560	3.4	1.4	2.4
Arsenic (As)	mg/kg	1	47	n.d.	n.d.	n.d.
Barium (Ba)	mg/kg	2.5	18750	n.d.	n.d.	n.d.
Boron (B)	mg/kg	10	15000	n.d.	n.d.	n.d.
Cadmium (Cd)	mg/kg	1	17	n.d.	n.d.	n.d.
Chromium (Cr)	mg/kg	0.15	-	n.d.	n.d.	n.d.
Chromium (III) (Cr (III))§	mg/kg	0.15	460	-	-	-
Chromium (VI) (Cr (VI))§	mg/kg	0.15	0.2	-	-	-
Cobalt (Co)	mg/kg	2.5	130	n.d.	n.d.	n.d.
Copper (Cu)	mg/kg	2.5	7700	25	n.d.	3.2
Lead (Pb)	mg/kg	2.5	160	n.d.	n.d.	n.d.
Manganese (Mn)	mg/kg	2.5	15000	n.d.	n.d.	n.d.
Mercury (Hg)	mg/kg	1	94	n.d.	n.d.	n.d.
Nickel (Ni)	mg/kg	2.5	930	n.d.	n.d.	n.d.
Selenium (Se)	mg/kg	2.5	460	n.d.	n.d.	n.d.
Strontium (Sr)	mg/kg	2.5	56000	n.d.	n.d.	n.d.
Tin (Sn)	mg/kg	1.0	180000	106	31	18
Organic Tin^	mg/kg	1.0	12	n.d.(*3)	n.d.(*3)	n.d.(*3)
Zinc (Zn)	mg/kg	10	46000	n.d.	n.d.	n.d.



Test Report No.: **0164035786a 001**

Page 13 of 25

Test No.				T022	T023	T024
Material No.				M178	M179 (16.0mg)(*1)	M180 (23.6mg)(*1)
Test Parameter	Unit	RL	Regulatory Requirement	Result	Result	Result
Aluminium (Al)	mg/kg	10	70000	32	n.d.	n.d.
Antimony (Sb)	mg/kg	1	560	n.d.	n.d.	n.d.
Arsenic (As)	mg/kg	1	47	n.d.	n.d.	n.d.
Barium (Ba)	mg/kg	2.5	18750	156	n.d.	n.d.
Boron (B)	mg/kg	10	15000	n.d.	n.d.	n.d.
Cadmium (Cd)	mg/kg	1	17	n.d.	n.d.	n.d.
Chromium (Cr)	mg/kg	0.15	-	n.d.	n.d.	n.d.
Chromium (III) (Cr (III))§	mg/kg	0.15	460	-	-	-
Chromium (VI) (Cr (VI))§	mg/kg	0.15	0.2	-	-	-
Cobalt (Co)	mg/kg	2.5	130	n.d.	n.d.	n.d.
Copper (Cu)	mg/kg	2.5	7700	44	83	n.d.
Lead (Pb)	mg/kg	2.5	160	2.6	n.d.	n.d.
Manganese (Mn)	mg/kg	2.5	15000	n.d.	n.d.	n.d.
Mercury (Hg)	mg/kg	1	94	n.d.	n.d.	n.d.
Nickel (Ni)	mg/kg	2.5	930	2.9	36	n.d.
Selenium (Se)	mg/kg	2.5	460	n.d.	n.d.	n.d.
Strontium (Sr)	mg/kg	2.5	56000	4.5	n.d.	n.d.
Tin (Sn)	mg/kg	1.0	180000	1.88e3	253	9.1
Organic Tin^	mg/kg	1.0	12	n.d.(*3)	n.d.(*3)	n.d.(*3)
Zinc (Zn)	mg/kg	10	46000	n.d.	n.d.	n.d.



**Test Report No.:**                    **0164035786a 001**

Page 14 of 25

				Test No.	T025	T026	T027
				Material No.	M181	M183(*2)	M194
Test Parameter	Unit	RL	Regulatory Requirement	Result	Result	Result	Result
Aluminium (Al)	mg/kg	10	70000	34	-	n.d.	n.d.
Antimony (Sb)	mg/kg	1	560	n.d.	-	n.d.	n.d.
Arsenic (As)	mg/kg	1	47	n.d.	-	n.d.	n.d.
Barium (Ba)	mg/kg	2.5	18750	3.0	-	n.d.	n.d.
Boron (B)	mg/kg	10	15000	n.d.	-	n.d.	n.d.
Cadmium (Cd)	mg/kg	1	17	n.d.	-	n.d.	n.d.
Chromium (Cr)	mg/kg	0.15	-	n.d.	-	n.d.	n.d.
Chromium (III) (Cr (III))§	mg/kg	0.15	460	-	-	-	-
Chromium (VI) (Cr (VI))§	mg/kg	0.15	0.2	-	-	-	-
Cobalt (Co)	mg/kg	2.5	130	n.d.	-	n.d.	n.d.
Copper (Cu)	mg/kg	2.5	7700	316	-	n.d.	n.d.
Lead (Pb)	mg/kg	2.5	160	n.d.	-	n.d.	n.d.
Manganese (Mn)	mg/kg	2.5	15000	n.d.	-	n.d.	n.d.
Mercury (Hg)	mg/kg	1	94	n.d.	-	n.d.	n.d.
Nickel (Ni)	mg/kg	2.5	930	6.5	-	n.d.	n.d.
Selenium (Se)	mg/kg	2.5	460	n.d.	-	n.d.	n.d.
Strontium (Sr)	mg/kg	2.5	56000	n.d.	-	n.d.	n.d.
Tin (Sn)	mg/kg	1.0	180000	211	-	n.d.	n.d.
Organic Tin <sup>^</sup>	mg/kg	1.0	12	n.d.(*3)	-	n.d.(*3)	n.d.
Zinc (Zn)	mg/kg	10	46000	n.d.	-	n.d.	n.d.



**Test Report No.: 0164035786a 001**

Page 15 of 25

Test No.				T028	T029	T030
Material No.				M195	M196 (68.5mg)(*1)	M197
Test Parameter	Unit	RL	Regulatory Requirement	Result	Result	Result
Aluminium (Al)	mg/kg	10	70000	n.d.	n.d.	n.d.
Antimony (Sb)	mg/kg	1	560	n.d.	n.d.	1.5
Arsenic (As)	mg/kg	1	47	n.d.	n.d.	n.d.
Barium (Ba)	mg/kg	2.5	18750	n.d.	n.d.	n.d.
Boron (B)	mg/kg	10	15000	n.d.	n.d.	n.d.
Cadmium (Cd)	mg/kg	1	17	n.d.	n.d.	n.d.
Chromium (Cr)	mg/kg	0.15	-	n.d.	n.d.	n.d.
Chromium (III) (Cr (III))§	mg/kg	0.15	460	-	-	-
Chromium (VI) (Cr (VI))§	mg/kg	0.15	0.2	-	-	-
Cobalt (Co)	mg/kg	2.5	130	n.d.	n.d.	n.d.
Copper (Cu)	mg/kg	2.5	7700	n.d.	n.d.	n.d.
Lead (Pb)	mg/kg	2.5	160	n.d.	n.d.	n.d.
Manganese (Mn)	mg/kg	2.5	15000	n.d.	n.d.	n.d.
Mercury (Hg)	mg/kg	1	94	n.d.	n.d.	n.d.
Nickel (Ni)	mg/kg	2.5	930	n.d.	2.8	n.d.
Selenium (Se)	mg/kg	2.5	460	n.d.	n.d.	n.d.
Strontium (Sr)	mg/kg	2.5	56000	n.d.	n.d.	n.d.
Tin (Sn)	mg/kg	1.0	180000	n.d.	2.9	2.0
Organic Tin^	mg/kg	1.0	12	n.d.(*3)	-	n.d.(*3)
Zinc (Zn)	mg/kg	10	46000	n.d.	20	n.d.



**Test Report No.:**                    **0164035786a 001**

Page 16 of 25

Test No.				T031	T032	T033
Material No.				M198(*2)	M199(*2)	M217
Test Parameter	Unit	RL	Regulatory Requirement	Result	Result	Result
Aluminium (Al)	mg/kg	10	70000	-	-	n.d.
Antimony (Sb)	mg/kg	1	560	-	-	n.d.
Arsenic (As)	mg/kg	1	47	-	-	n.d.
Barium (Ba)	mg/kg	2.5	18750	-	-	n.d.
Boron (B)	mg/kg	10	15000	-	-	49
Cadmium (Cd)	mg/kg	1	17	-	-	n.d.
Chromium (Cr)	mg/kg	0.15	-	-	-	n.d.
Chromium (III) (Cr (III))§	mg/kg	0.15	460	-	-	-
Chromium (VI) (Cr (VI))§	mg/kg	0.15	0.2	-	-	-
Cobalt (Co)	mg/kg	2.5	130	-	-	n.d.
Copper (Cu)	mg/kg	2.5	7700	-	-	n.d.
Lead (Pb)	mg/kg	2.5	160	-	-	n.d.
Manganese (Mn)	mg/kg	2.5	15000	-	-	n.d.
Mercury (Hg)	mg/kg	1	94	-	-	n.d.
Nickel (Ni)	mg/kg	2.5	930	-	-	n.d.
Selenium (Se)	mg/kg	2.5	460	-	-	n.d.
Strontium (Sr)	mg/kg	2.5	56000	-	-	25
Tin (Sn)	mg/kg	1.0	180000	-	-	n.d.
Organic Tin^	mg/kg	1.0	12	-	-	-
Zinc (Zn)	mg/kg	10	46000	-	-	n.d.





**Test Report No.: 0164035786a 001**

Page 17 of 25

Test No.				T034	T035	T036
Material No.				M218	M219 (93.0mg)(*1)	M220
Test Parameter	Unit	RL	Regulatory Requirement	Result	Result	Result
Aluminium (Al)	mg/kg	10	70000	n.d.	n.d.	756
Antimony (Sb)	mg/kg	1	560	n.d.	n.d.	n.d.
Arsenic (As)	mg/kg	1	47	n.d.	n.d.	n.d.
Barium (Ba)	mg/kg	2.5	18750	n.d.	n.d.	3.7
Boron (B)	mg/kg	10	15000	n.d.	n.d.	188
Cadmium (Cd)	mg/kg	1	17	n.d.	n.d.	n.d.
Chromium (Cr)	mg/kg	0.15	-	n.d.	n.d.	n.d.
Chromium (III) (Cr (III))§	mg/kg	0.15	460	-	-	-
Chromium (VI) (Cr (VI))§	mg/kg	0.15	0.2	-	-	-
Cobalt (Co)	mg/kg	2.5	130	n.d.	n.d.	n.d.
Copper (Cu)	mg/kg	2.5	7700	11	12	n.d.
Lead (Pb)	mg/kg	2.5	160	n.d.	n.d.	n.d.
Manganese (Mn)	mg/kg	2.5	15000	n.d.	n.d.	n.d.
Mercury (Hg)	mg/kg	1	94	n.d.	n.d.	n.d.
Nickel (Ni)	mg/kg	2.5	930	n.d.	n.d.	5.0
Selenium (Se)	mg/kg	2.5	460	n.d.	n.d.	n.d.
Strontium (Sr)	mg/kg	2.5	56000	n.d.	n.d.	15
Tin (Sn)	mg/kg	1.0	180000	21	23	3.5
Organic Tin^	mg/kg	1.0	12	n.d.(*3)	n.d.(*3)	--
Zinc (Zn)	mg/kg	10	46000	n.d.	n.d.	15



**Test Report No.:**                    **0164035786a 001**

Page 18 of 25

Test No.				T037
Material No.				M221
Test Parameter	Unit	RL	Regulatory Requirement	Result
Aluminium (Al)	mg/kg	10	70000	12
Antimony (Sb)	mg/kg	1	560	n.d.
Arsenic (As)	mg/kg	1	47	n.d.
Barium (Ba)	mg/kg	2.5	18750	n.d.
Boron (B)	mg/kg	10	15000	n.d.
Cadmium (Cd)	mg/kg	1	17	n.d.
Chromium (Cr)	mg/kg	0.15	-	n.d.
Chromium (III) (Cr (III))§	mg/kg	0.15	460	-
Chromium (VI) (Cr (VI))§	mg/kg	0.15	0.2	-
Cobalt (Co)	mg/kg	2.5	130	n.d.
Copper (Cu)	mg/kg	2.5	7700	4.7
Lead (Pb)	mg/kg	2.5	160	n.d.
Manganese (Mn)	mg/kg	2.5	15000	n.d.
Mercury (Hg)	mg/kg	1	94	n.d.
Nickel (Ni)	mg/kg	2.5	930	20
Selenium (Se)	mg/kg	2.5	460	n.d.
Strontium (Sr)	mg/kg	2.5	56000	n.d.
Tin (Sn)	mg/kg	1.0	180000	25
Organic Tin <sup>^</sup>	mg/kg	1.0	12	n.d.(*3)
Zinc (Zn)	mg/kg	10	46000	12

**Abbreviation:** n.d. = Not Detected (< RL)

RL = Reporting Limit

mg/kg denotes milligram per kilogram

§ denotes Cr(III) and Cr(VI) are not necessary to be determined when the Combined Chromium concentration value is less than the requirement

^ denotes Organic tin are not necessary to be determined when the Tin concentration is less than calculated limit (3.9 mg/kg) or the components were confirmed to be pure metal



**Test Report No.:**                    **0164035786a 001**

Page 19 of 25

**Remark:**

- \*1 According to EN71- 3:2013+A1:2014, the weight of test portion was less than 100mg, but greater than 10mg. The result was calculated as if 100mg of the samples were available.
- \*2 According to EN71-3:2013+A1:2014, the weight of test portion available was less than 10mg, the test for soluble heavy metal content was not performed.
- \*3 Confirmation of Organic tin content on eleven organotin compounds has been performed. Result can refer to subsequent page(s) for details.
- \*4 According to customer's requirement, only the appointed materials have been tested.



**Test Report No.:**                   **0164035786a 001**

Page 20 of 25

**6.Organic Tin content**

Test Method: EN71-3: 2013 + A1:2014, analyzed by GC-MS

**Test Result:**

Test No.			T001	T002	T003
Material No.			M159	M160	M161
Test Parameter	Unit	RL	Result	Result	Result
MeT (Methyltin cation)	mg/kg	0.2	n.d.	n.d.	n.d.
BuT (Butyltin cation)	mg/kg	0.2	n.d.	n.d.	n.d.
DBT (Dibutyltin cation)	mg/kg	0.2	n.d.	n.d.	n.d.
TBT (Tributyltin cation)	mg/kg	0.2	n.d.	n.d.	n.d.
TeBT (Tetrabutyltin cation)	mg/kg	0.2	n.d.	n.d.	n.d.
MOT (Monooctyltin cation)	mg/kg	0.2	n.d.	n.d.	n.d.
DOT (Diocetyl tin cation)	mg/kg	0.2	n.d.	n.d.	n.d.
DProT (Dipropyltin cation)	mg/kg	0.2	n.d.	n.d.	n.d.
DPhT (Diphenyltin cation)	mg/kg	0.2	n.d.	n.d.	n.d.
TPhT (Triphenyltin cation)	mg/kg	0.2	n.d.	n.d.	n.d.
Sum of Organic tin cations	mg/kg	--	n.d.	n.d.	n.d.
Category*	NA	NA	3	3	3
Limit	mg/kg	NA	12	12	12



**Test Report No.:**                    **0164035786a 001**

Page 21 of 25

Test No.			T004	T005	T006
Material No.			M162	M163	M164
Test Parameter	Unit	RL	Result	Result	Result
MeT (Methyltin cation)	mg/kg	0.2	0.5	0.3	0.3
BuT (Butyltin cation)	mg/kg	0.2	n.d.	n.d.	n.d.
DBT (Dibutyltin cation)	mg/kg	0.2	n.d.	n.d.	n.d.
TBT (Tributyltin cation)	mg/kg	0.2	n.d.	n.d.	n.d.
TeBT (Tetrabutyltin cation)	mg/kg	0.2	n.d.	n.d.	n.d.
MOT (Monooctyltin cation)	mg/kg	0.2	n.d.	n.d.	n.d.
DOT (Diocetyl tin cation)	mg/kg	0.2	n.d.	n.d.	n.d.
DProT (Dipropyltin cation)	mg/kg	0.2	n.d.	n.d.	n.d.
DPhT (Diphenyltin cation)	mg/kg	0.2	n.d.	n.d.	n.d.
TPhT (Triphenyltin cation)	mg/kg	0.2	n.d.	n.d.	n.d.
Sum of Organic tin cations	mg/kg	--	0.5	0.3	0.3
Category*	NA	NA	3	3	3
Limit	mg/kg	NA	12	12	12

Test No.			T007	T008	T009
Material No.			M171	M172	M173
Test Parameter	Unit	RL	Result	Result	Result
MeT (Methyltin cation)	mg/kg	0.2	0.3	0.4	1.5
BuT (Butyltin cation)	mg/kg	0.2	n.d.	n.d.	n.d.
DBT (Dibutyltin cation)	mg/kg	0.2	n.d.	n.d.	n.d.
TBT (Tributyltin cation)	mg/kg	0.2	n.d.	n.d.	n.d.
TeBT (Tetrabutyltin cation)	mg/kg	0.2	n.d.	n.d.	n.d.
MOT (Monooctyltin cation)	mg/kg	0.2	n.d.	n.d.	n.d.
DOT (Diocetyl tin cation)	mg/kg	0.2	n.d.	n.d.	n.d.
DProT (Dipropyltin cation)	mg/kg	0.2	n.d.	n.d.	n.d.
DPhT (Diphenyltin cation)	mg/kg	0.2	n.d.	n.d.	n.d.
TPhT (Triphenyltin cation)	mg/kg	0.2	n.d.	n.d.	n.d.
Sum of Organic tin cations	mg/kg	--	0.3	0.4	1.5
Category*	NA	NA	3	3	3
Limit	mg/kg	NA	12	12	12



**Test Report No.:**                    **0164035786a 001**

Page 22 of 25

Test No.			T010	T011	T012
Material No.			M174	M175	M176
Test Parameter	Unit	RL	Result	Result	Result
MeT (Methyltin cation)	mg/kg	0.2	0.6	0.6	0.7
BuT (Butyltin cation)	mg/kg	0.2	n.d.	n.d.	n.d.
DBT (Dibutyltin cation)	mg/kg	0.2	n.d.	n.d.	n.d.
TBT (Tributyltin cation)	mg/kg	0.2	n.d.	n.d.	n.d.
TeBT (Tetrabutyltin cation)	mg/kg	0.2	n.d.	n.d.	n.d.
MOT (Monooctyltin cation)	mg/kg	0.2	n.d.	n.d.	n.d.
DOT (Diocetyl tin cation)	mg/kg	0.2	n.d.	n.d.	n.d.
DProT (Dipropyltin cation)	mg/kg	0.2	n.d.	n.d.	n.d.
DPhT (Diphenyltin cation)	mg/kg	0.2	n.d.	n.d.	n.d.
TPhT (Triphenyltin cation)	mg/kg	0.2	n.d.	n.d.	n.d.
Sum of Organic tin cations	mg/kg	--	0.6	0.6	0.7
Category*	NA	NA	3	3	3
Limit	mg/kg	NA	12	12	12

Test No.			T013	T014	T015
Material No.			M177	M178	M179
Test Parameter	Unit	RL	Result	Result	Result
MeT (Methyltin cation)	mg/kg	0.2	0.4	n.d.	0.5
BuT (Butyltin cation)	mg/kg	0.2	n.d.	n.d.	n.d.
DBT (Dibutyltin cation)	mg/kg	0.2	n.d.	n.d.	n.d.
TBT (Tributyltin cation)	mg/kg	0.2	n.d.	n.d.	n.d.
TeBT (Tetrabutyltin cation)	mg/kg	0.2	n.d.	n.d.	n.d.
MOT (Monooctyltin cation)	mg/kg	0.2	n.d.	n.d.	n.d.
DOT (Diocetyl tin cation)	mg/kg	0.2	n.d.	n.d.	n.d.
DProT (Dipropyltin cation)	mg/kg	0.2	n.d.	n.d.	n.d.
DPhT (Diphenyltin cation)	mg/kg	0.2	n.d.	n.d.	n.d.
TPhT (Triphenyltin cation)	mg/kg	0.2	n.d.	n.d.	n.d.
Sum of Organic tin cations	mg/kg	--	0.4	n.d.	0.5
Category*	NA	NA	3	3	3
Limit	mg/kg	NA	12	12	12



**Test Report No.:**                    **0164035786a 001**

Page 23 of 25

Test No.			T016	T017	T018
Material No.			M180	M181	M218
Test Parameter	Unit	RL	Result	Result	Result
MeT (Methyltin cation)	mg/kg	0.2	0.3	n.d.	n.d.
BuT (Butyltin cation)	mg/kg	0.2	n.d.	n.d.	n.d.
DBT (Dibutyltin cation)	mg/kg	0.2	n.d.	n.d.	n.d.
TBT (Tributyltin cation)	mg/kg	0.2	n.d.	n.d.	n.d.
TeBT (Tetrabutyltin cation)	mg/kg	0.2	n.d.	n.d.	n.d.
MOT (Monooctyltin cation)	mg/kg	0.2	n.d.	n.d.	n.d.
DOT (Diocetyl tin cation)	mg/kg	0.2	n.d.	n.d.	n.d.
DProT (Dipropyltin cation)	mg/kg	0.2	n.d.	n.d.	n.d.
DPhT (Diphenyltin cation)	mg/kg	0.2	n.d.	n.d.	n.d.
TPhT (Triphenyltin cation)	mg/kg	0.2	n.d.	n.d.	n.d.
Sum of Organic tin cations	mg/kg	--	0.3	n.d.	n.d.
Category*	NA	NA	3	3	3
Limit	mg/kg	NA	12	12	12

Test No.			T019	T020
Material No.			M219	M221
Test Parameter	Unit	RL	Result	Result
MeT (Methyltin cation)	mg/kg	0.2	n.d.	n.d.
BuT (Butyltin cation)	mg/kg	0.2	n.d.	n.d.
DBT (Dibutyltin cation)	mg/kg	0.2	n.d.	n.d.
TBT (Tributyltin cation)	mg/kg	0.2	n.d.	n.d.
TeBT (Tetrabutyltin cation)	mg/kg	0.2	n.d.	n.d.
MOT (Monooctyltin cation)	mg/kg	0.2	n.d.	n.d.
DOT (Diocetyl tin cation)	mg/kg	0.2	n.d.	n.d.
DProT (Dipropyltin cation)	mg/kg	0.2	n.d.	n.d.
DPhT (Diphenyltin cation)	mg/kg	0.2	n.d.	n.d.
TPhT (Triphenyltin cation)	mg/kg	0.2	n.d.	n.d.
Sum of Organic tin cations	mg/kg	--	n.d.	n.d.
Category*	NA	NA	3	3
Limit	mg/kg	NA	12	12

Note: The weight of the organotin cations were expressed in terms of Tributyltin (TBT) cation



**Test Report No.:** **0164035786a 001**

Page 24 of 25

**Abbreviation:** n.d. = not detected (< Reporting Limit)  
 RL = Reporting Limit  
 NA = Not Applicable  
 mg/kg = milligram per kilogram

**Remark:**

\* According to EN71-3:2013+A1:2014 , section 4.2, the sum of migration of organic tin shall not exceed the migration limits as below:

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





Sample Photos

**YD-826**



**YD-928**

- 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 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").
    - 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 standard contractual terms and conditions of the client shall form part of the contract even if TÜV Rheinland does not explicitly object to them.
  2. **Quotations**

Unless otherwise agreed, all quotations submitted by TÜV Rheinland can be changed by TÜV Rheinland without notice prior to its acceptance and confirmation by the other party.
  3. **Coming into effect and duration of contracts**
    - 3.1 The contract shall come into effect for the agreed terms upon the quotation letter of TÜV Rheinland or a separate contractual document being signed by both contracting parties, or upon the works requested by the client being carried out by TÜV Rheinland. If the client instructs TÜV Rheinland without receiving a quotation from TÜV Rheinland (quotation), TÜV Rheinland is, in its sole discretion, entitled to accept the order by giving written notice of such acceptance (including notice sent via electronic means) or by performing the requested services.
    - 3.2 The contract term starts upon the coming into effect of the contract in accordance with article 3.1 and shall continue for the term agreed in the contract.
    - 3.3 If the contract provides for an extension of the contract term, the contract term will be extended by the term provided for in the contract unless terminated in writing by either party with a six-week notice prior to the end of the contractual term.
  4. **Scope of services**
    - 4.1 The scope of the services shall be decided solely by a unanimous declaration issued by both parties. If no such declaration exists, then the written confirmation of order by TÜV Rheinland shall be decisive.
    - 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, organisations, 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 programmes or safety regulations on which the inspections are based, unless otherwise expressly agreed in writing.
  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 to TÜV Rheinland.
    - 5.3 Articles 5.1 and 5.2 also apply, even without express approval by the client, to all extensions of agreed periods/dates of performance not caused by 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.
    - 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 or lack of proper cooperation from the client. Even where a fixed or maximum price is agreed, TÜV Rheinland shall be entitled to charge extra fees for such additional expense.
  7. **Invoicing of work**
    - 7.1 If the scope of performance is not laid down in writing when the order is placed, invoicing shall be based on costs actually incurred. If no price is agreed in writing, invoicing shall be made in accordance with the TÜV Rheinland price list 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 extends over more than one month and the value of the contract or the agreed fixed price exceeds €2,500.00 or equivalent value in local currency, TÜV Rheinland may demand payments on account or in instalments.
  8. **Payment terms**
    - 8.1 All invoice amounts shall be due for payment without deduction on receipt of the invoice. No discounts 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 customer 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 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 cheques, cessation of payment, commencement of insolvency proceedings against the client's assets or cases in which the commencement of insolvency proceedings has been dismissed due to lack of assets.
  - 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, TÜV Rheinland shall notify the client in writing of the rise in fees. This notification shall be issued one month prior to the date on which the rise in fees shall come into effect (period of notice of changes in fees). If the rise in fees remains under 5% per contractual year, the client shall not have the right to terminate the contract. If the rise in fees exceeds 5% per contractual year, the client shall be entitled to terminate the contract by the end of the period of notice of changes in fees. If the contract is not terminated, the changed fees shall be deemed to have been agreed upon by the time of the expiry of the notice period.
  - 8.9 Only legally established and undisputed claims may be offset against claims by TÜV Rheinland.
9. **Acceptance**
    - 9.1 Any part of the work 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 the client fails to fulfill its acceptance obligation immediately, acceptance shall be deemed to have taken place 4 calendar weeks after completion of the work provided that TÜV Rheinland has specifically made the client aware of the aforementioned deadline upon completion of the work.
  10. **Confidentiality**
    - 10.1 For the purpose of these terms and conditions, "confidential information" means all information, documents, images, drawings, know-how, data, samples and project documentation which one party (the "disclosing party") hands over, transfers or otherwise discloses to the other party (the "receiving party"). Confidential information also includes paper copies and electronic copies of such information.
      - 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 hereunder towards such information.
      - 10.3 All confidential information which the disclosing party transmits or otherwise discloses to the receiving party during performance of work by TÜV Rheinland:
        - a) may only be used by the receiving party for the purposes of performing the contract, unless expressly otherwise agreed in writing by the disclosing party;
        - b) may not be copied, distributed, published or otherwise disclosed by the receiving party, unless this is necessary for fulfilling the purpose of the contract or TÜV Rheinland is required to pass on confidential information, inspection reports or documentation to the government authorities, judicial court, accreditation bodies or third parties that are involved in the performance of the contract;
        - c) must be treated by the receiving party with the same level of confidentiality as the receiving party uses to protect its own confidential information, but never with a lesser level of confidentiality than that which is reasonably required.
      - 10.4 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 oblige 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 at the time of disclosure or has become general knowledge without violation of this confidentiality clause by the receiving party; or
        - b) it was disclosed to the receiving party by a third party entitled to disclose this information; or
        - c) the receiving party already possessed this information prior to disclosure by the disclosing party; or
        - d) the receiving party developed it itself, irrespective of disclosure by the disclosing party, shall not be deemed to constitute "confidential information" as defined in this confidentiality clause.
      - 10.6 All confidential information shall remain the property of the disclosing party. The receiving party hereby agrees to immediately (i) return all confidential information, including all copies, to the disclosing party, and/or (ii) on request by the disclosing party, to destroy all confidential information, including all copies, and confirm the destruction of this confidential information to the disclosing party in writing, at any time if so requested by the disclosing party but 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, TÜV Rheinland is entitled to make file copies of such reports, certificates and confidential information that forms the basis for preparing these reports and certificates in order to evidence the correctness of its results and for general documentation purposes required by laws, regulations and the requirements of working procedures of TÜV Rheinland.
      - 10.7 From the start of the contract and for a period of three years after termination or expiry of the contract, the receiving party shall maintain strict secrecy of all confidential information and shall not disclose this information to any third parties or use it for itself.
    11. **Copyrights**
      - 11.1 TÜV Rheinland shall retain all exclusive copyrights in the expert reports, test results, calculations, presentations etc. prepared by TÜV Rheinland.
      - 11.2 The client may only use such expert reports, test results, calculations, presentations etc. prepared within the scope of the contract for the contractually agreed purpose.
      - 11.3 The client may use test reports, test results, expert reports, etc. only complete and unshortened. Any publication or duplication for advertising purposes needs the prior written approval of TÜV Rheinland.
    12. **Liability of TÜV Rheinland**
      - 12.1 Irrespective of the legal basis, 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 charged on 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 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 vicarious agents. Such limitation shall not apply to damages for a person's death, physical injury or illness.
      - 12.3 In cases involving a fundamental breach of contract, TÜV Rheinland will be liable even where minor negligence is involved. For this purpose, a "fundamental breach" is breach of a material contractual obligation, the performance of which permits the due performance of the contract. Any claim for damages for a fundamental breach of contract shall be limited to the amount of damage 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 The limitation periods for claims for damages shall be based on statutory provisions.
      - 12.6 None of the provisions of this article 12 changes the burden of proof to the disadvantage of the client.
    13. **Partial invalidity, written form, place of jurisdiction and dispute resolution**
      - 13.1 All amendments and supplements must be in writing in order to be effective. This also applies to amendments and supplements to this clause 13.1.
      - 13.2 Should one or several of the provisions under the contract and/or these terms and conditions be or become ineffective, the contracting parties shall replace the invalid provision with a legally valid provision that comes closest to the content of the invalid provision in legal and commercial terms.
      - 13.3 Unless otherwise stipulated in the contract, the governing law of the contract and these terms and conditions shall be chosen following the rules as below:
        - a) if TÜV Rheinland in question is legally registered and existing in the People's Republic of China, the contracting parties hereby agree that the contract and these terms and conditions shall be governed by the laws of the People's Republic of China.
        - b) if TÜV Rheinland in question is legally registered and existing in Taiwan, the contracting parties hereby agree that the contract and these terms and conditions shall be governed by the laws of Taiwan.
        - c) if TÜV Rheinland in question is legally registered and existing in Hong Kong, the contracting parties hereby agree that the contract and these terms and conditions shall be governed by the laws of Hong Kong.
      - 13.4 Any dispute in connection with the contract and these terms and conditions or the execution thereof shall be settled friendly through negotiations.

Unless otherwise stipulated in the contract, if no settlement or no agreement in respect of the extension of the negotiation period can be reached within two months of the arising of the dispute, the dispute shall be submitted:
        - a) in the case of TÜV Rheinland in question being legally registered and existing in the People's Republic of China, to China International Economic and Trade Arbitration Commission (CIETAC) to be settled by arbitration under the Arbitration Rules of CIETAC in force when the arbitration is submitted. The arbitration shall take place in Beijing, Shanghai, Shenzhen or Chongqing as appropriately chosen by the claiming party.
        - b) in the case of TÜV Rheinland in question being legally registered and existing in Taiwan, to Chinese Arbitration Association Taipei Branch to be arbitrated in accordance with its then current Rules of Arbitration. The arbitration shall take place in Taipei.
        - c) in the case of TÜV Rheinland being legally registered and existing in Hong Kong, to Hong Kong International Arbitration Centre (HKIAC) to be settled by arbitration under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted in accordance with these rules. The arbitration shall take place in Hong Kong.

The decision of the relevant arbitration tribunal shall be final and binding on both parties. The arbitration fee shall be borne by the losing party.