



centro ricerche-sviluppo  
laboratorio prove settore legno-arredo

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**TEST REPORT**

**121172 / 1**

Date received: 06-09-10  
Date of test: 30-09-10  
Date of issue: 05-10-10

Sample name: Original "pezzi" - SOFFBALL 40 cm - MAXAFE red

**Inflatable balls: strength to compression - Catas procedure**

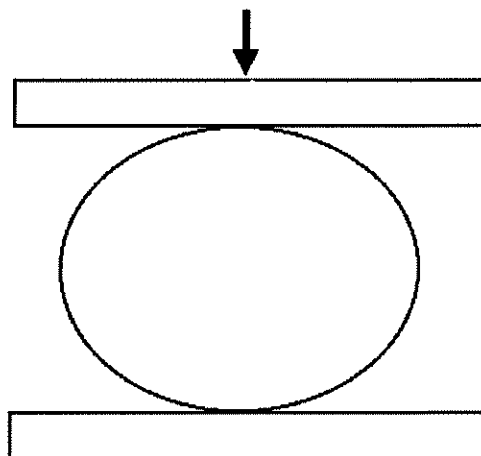
Nominal diameter: 400 mm  
Equipment of test: Dynamometer Instron 5585  
Speed of testing: 200 mm/min

**Procedure:**

The inflatable ball, positioned between two rigid plates, is compressed with an increasing load until to the break.

**Test results**

Load N	deformation under load mm
1.000	162
2.000	204
3.000	227
4.000	243
5.000	255
6.000	265
7.000	272
8.000	279
9.000	284
10.000	289
<b>Load at break</b>	<b>35670 N</b>
<b>Deformation at break</b>	<b>340 mm</b>



Note: Breakage load ~ 3.636 kg  
Strain/load curve included.

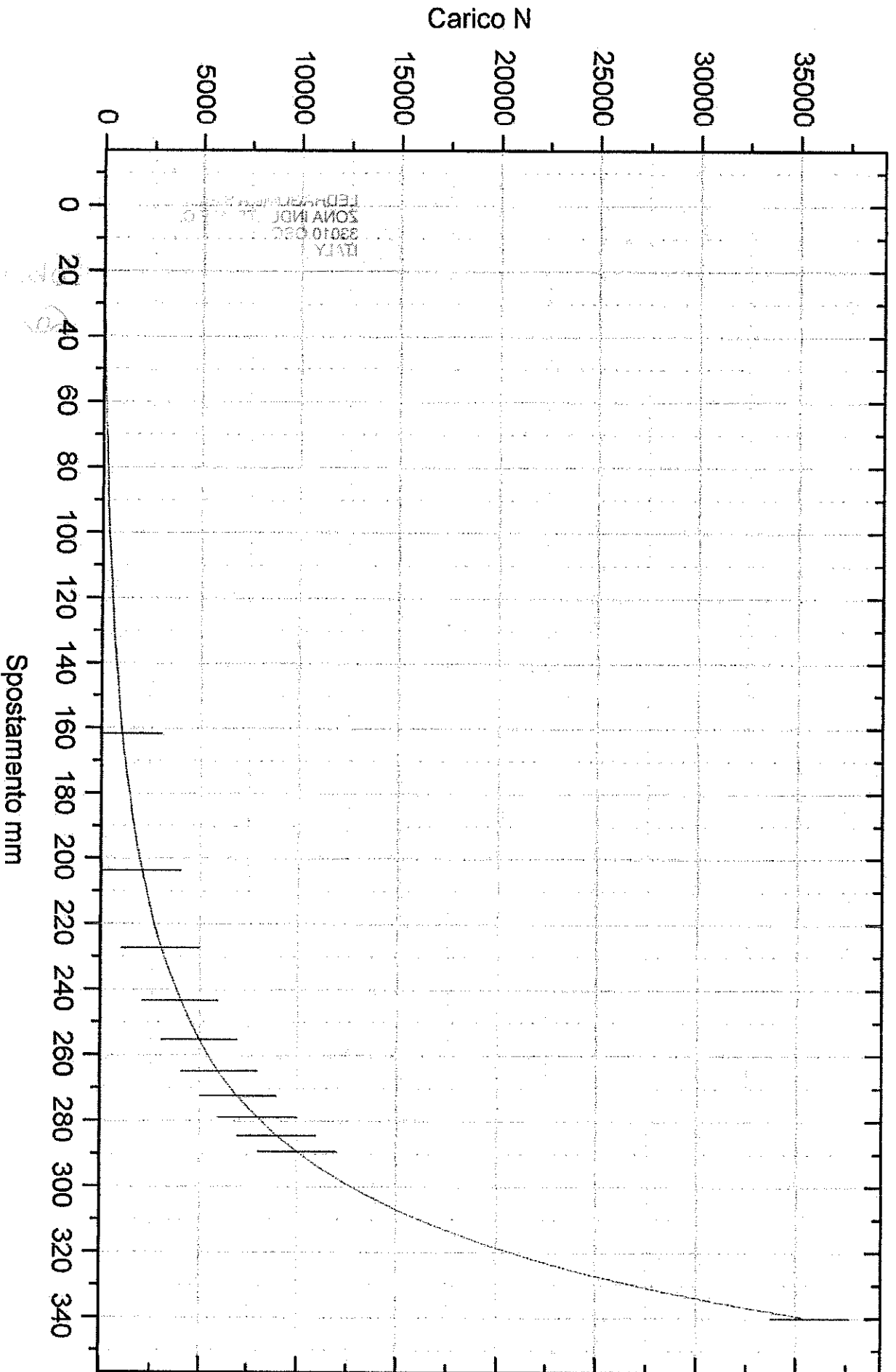
*This document is validated by digital signature and time stamping in accordance with the Italian laws and the European Directives which regulate the electronic signature systems.*

*Managing Director*  
*Dr. Andrea Glavon*

The sample name and, when relevant, its description, are given by the orderer, and CATAS does not assume responsibility on this matter. This test report relates to the sample submitted for the test and no others. Additions, deletions or alterations are not permitted. This test report must always be reproduced in its entirety. Unless otherwise stated, sampling has been carried out by the orderer.

Campioni: Softball-40

Prot. 18172



Technical Report No 60.160.14.2445.01

Dated 2014-04-01



Applicant :

Test Subject :

- No.1 PVC yellow standard material
- No.2 PVC orange standard material
- No.3 PVC green standard material
- No.4 PVC red standard material
- No.5 PVC blue standard material
- No.6 PVC white standard material
- No.7 PVC black standard material
- No.8 PVC grey standard material
- No.9 PVC purple standard material
- No.10 PVC acid green standard material
- No.11 PVC blue transparent standard material
- No.12 PVC pink transparent standard material
- No.13 PVC green Maxafe material
- No.14 PVC red Maxafe material
- No.15 PVC blue Maxafe material
- No.16 PVC white Maxafe material
- No.17 PVC black Maxafe material
- No.18 PVC grey Maxafe material
- No.19 PVC acid green Maxafe material
- No.20 PVC purple Maxafe material
- No.21 PVC fuchsia Maxafe material
- No.22 PVC orange Maxafe material
- No.23 Label

Purpose of Examination:

Analysis of the 151 substances of very high concern (SVHC) on the Candidate List for authorization, concerning Regulation (EC) No. 1907/2006 as published on the European Chemicals Agency (ECHA) website in October 2008, January 2010, March 2010, June 2010, December 2010, June 2011, December 2011, June 2012, December 2012, June 2013 and December 2013

Test result :

Analysis based on LCMS, LCMSMS, GCMS, Headspace-GCMS, ICP-OES/AAS, UV-VIS and XRF

Conclusion:

According to the specified scope and analytical techniques, the concentration of each of the 151 SVHC is <0.1% (w/w) in the submitted sample(s).

Remarks

- (1) The results relate only to the items tested.
- (2) Samples are tested as received.

Note: No extract, abridgment or abstraction from a test report may be published or used to advertise a product without the written consent of the Director of TUV SUD Hong Kong Ltd. The results contained herein apply only to the particular sample tested and to the specific test carried out and not to samples of the current production line.



- 1. **Order**
- 1.1 **Customer's Reference**  
PO No.: 3049/2014  
Fiber Composition: PVC
- 1.2 **Receipt Date of Test Sample, Location**  
Received on 2014-03-26, Hong Kong
- 1.3 **Date of Testing, Location**  
From 2014-03-26 to 2014-03-31, Hong Kong
- 1.4 **Document submitted**  
Nil

2. **Description of the test subject**

Sample No.	Description	Photograph
001	Plastic with coating (No.1 -22 PVC and No.23 Label)	

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## 3. Test Results

3.1 Analysis of the 151 substances of very high concern (SVHC) on the Candidate List for authorization, concerning Regulation (EC) No. 1907/2006 as published on the European Chemicals Agency (ECHA) website in October 2008, January 2010, March 2010, June 2010, December 2010, June 2011, December 2011, June 2012, December 2012, June 2013 and December 2013.

Analysis based on LCMS, LCMSMS, GCMS, Headspace-GCMS, ICP-OES/AAS, UV-VIS and XRF.

Test Item	CAS No.	Result (%)	Reporting Limit (%)
		Sample 001	
Anthracene	120-12-7	N.D.	0.005
4,4'- Diaminodiphenylmethane	101-77-9	N.D.	0.005
Dibutyl phthalate (DBP)	84-74-2	0.023	0.005
Cobalt dichloride *	7646-79-9	N.D.	0.01
Diarsenic pentaoxide*	1303-28-2	N.D.	0.01
Diarsenic trioxide *	1327-53-3	N.D.	0.01
Sodium dichromate *	7789-12-0 10588-01-9	N.D.	0.01
5-tert-butyl-2,4,6-trinitro-m-xylene (musk xylene)	81-15-2	N.D.	0.005
Bis (2-ethyl(hexyl)phthalate) (DEHP)	117-81-7	0.01	0.005
Hexabromocyclododecane (HBCDD) and all major diastereoisomers identified (α-HBCDD, β-HBCDD, γ-HBCDD)	25637-99-4 3194-55-6 (134237-51-7, 134237-50-6, 134237-52-8)	N.D.	0.005
Alkanes, C10-13, chloro (Short Chain Chlorinated Paraffins)	85535-84-8	N.D.	0.01
Bis(tributyltin)oxide,(TBTO)*	58-35-9	N.D.	0.005
Lead hydrogen arsenate *	7784-40-9	N.D.	0.01
Benzyl butyl phthalate (BBP)	85-68-7	N.D.	0.005
Triethyl arsenate *	15606-95-8	N.D.	0.01
Anthracene oil <sup>§</sup>	90640-80-5	N.D.	0.05
Anthracene oil, anthracene paste, distn. lights <sup>§</sup>	91995-17-4	N.D.	0.05
Anthracene oil, anthracene paste, anthracene fraction <sup>§</sup>	91995-15-2	N.D.	0.05
Anthracene oil, anthracene-low <sup>§</sup>	90640-82-7	N.D.	0.05
Anthracene oil, anthracene paste <sup>§</sup>	90640-81-6	N.D.	0.05
Pitch, coal tar, high temp. <sup>§</sup>	65996-93-2	N.D.	0.05
Aluminosilicate Refractory Ceramic Fibres*	-	N.D.	0.05
Zirconia Aluminosilicate, Refractory Ceramic Fibres*	-	N.D.	0.05
2,4-Dinitrotoluene	121-14-2	N.D.	0.01
Diisobutyl phthalate	84-69-5	N.D.	0.005
Lead chromate*	7758-97-6	N.D.	0.05
Lead chromate molybdate sulphate red (C.I. Pigment Red 104)*	12656-85-8	N.D.	0.05
Lead sulfochromate yellow (C.I. Pigment Yellow 34)*	1344-37-2	N.D.	0.05
Tris(2-chloroethyl)phosphate (TCEP)	115-96-8	N.D.	0.01
Acrylamide	79-06-1	N.D.	0.005

- Note:
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Analysis based on LCMS, LCMSMS, GCMS, Headspace-GCMS, ICP-OES/AAS, UV-VIS and XRF.

Test Item	CAS No.	Result (%)	Reporting Limit (%)
		Sample 001	
Trichloroethylene	79-01-6	N.D.	0.005
Boric Acid*	10043-35-3 11113-50-1	N.D.	0.005
Disodium tetraborate, anhydrous*	1303-96-4 1330-43-4 12179-04-3	N.D.	0.005
Tetraboron disodium heptaoxide, hydrate*	12267-73-1	N.D.	0.01
Sodium chromate*	7775-11-3	N.D.	0.01
Potassium chromate*	7789-00-6	N.D.	0.01
Ammonium dichromate*	7789-09-5	N.D.	0.01
Potassium dichromate*	7778-50-9	N.D.	0.005
Cobalt(II) sulphate *	10124-43-3	N.D.	0.005
Cobalt(II) dinitrate *	10141-05-6	N.D.	0.005
Cobalt(II) carbonate*	513-79-1	N.D.	0.01
Cobalt(II) diacetate*	71-48-7	N.D.	0.005
2-Methoxyethanol	109-86-4	N.D.	0.01
2-Ethoxyethanol	110-80-5	N.D.	0.005
Chromium trioxide*	1333-82-0	N.D.	0.01
Acids generated from chromium trioxide and their oligomers:			
a. Chromic acid*	7738-94-5	N.D.	0.05
b. Dichromic acid *	13530-68-2		
c. Oligomers of chromic acid and dichromic acid*			
2-Ethoxyethyl acetate (2-EEA)	111-15-9	N.D.	0.05
Strontium chromate*	7789-06-2	N.D.	0.05
1,2-Benzenedicarboxylic acid, di-C7-11-branched and linear alkyl esters (DHNUP) †	68515-42-4	N.D.	0.05
Hydrazine	7803-57-8, 302-01-2	N.D.	0.05
1-Methyl-2-pyrrolidone	872-50-4	N.D.	0.05
1,2,3-Trichloropropane	96-18-4	N.D.	0.05
1,2-Benzenedicarboxylic acid, di-C6-8-branched alkyl esters, C7-rich (DIHP)	71888-89-6	N.D.	0.05

- Note:
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Analysis based on LCMS, LCMSMS, GCMS, Headspace-GCMS, ICP-OES/AAS, UV-VIS and XRF.

Test Item	CAS No.	Result (%)	Reporting Limit (%)
		Sample 001	
1,2-Dichloroethane	107-06-2	N.D.	0.005
2,2'-Dichloro-4,4'-methylenedianiline (MOCA)	101-14-4	N.D.	0.005
2-Methoxyaniline, o-Anisidine	90-04-0	N.D.	0.005
4-(1,1,3,3-Tetramethylbutyl)phenol, (4-tert-Octylphenol)	140-66-9	N.D.	0.01
Arsenic acid*	7778-39-4	N.D.	0.01
Bis(2-methoxyethyl) ether	111-96-6	N.D.	0.01
Bis(2-methoxyethyl) phthalate	117-82-8	N.D.	0.01
Calcium arsenate	7778-44-1	N.D.	0.005
Dichromium tris(chromate)	24613-89-6	N.D.	0.005
Formaldehyde, oligomeric reaction products with aniline (technical MDA) <sup>§</sup>	25214-70-4	N.D.	0.005
Lead diazide*	13424-46-9	N.D.	0.01
Lead dipicrate*	6477-64-1	N.D.	0.005
Lead styphnate*	15245-44-0	N.D.	0.01
N,N-dimethylacetamide (DMAC)	127-19-5	N.D.	0.005
Pentazinc chromate octahydroxide*	49663-84-5	N.D.	0.01
Phenolphthalein	77-09-8	N.D.	0.05
Potassium hydroxyoctaoxodizincatedichromate*	11103-86-9	N.D.	0.05
Trilead diarsenate*	3687-31-8	N.D.	0.05
1,2-bis(2-methoxyethoxy)ethane (TEGDME; triglyme)	112-49-2	N.D.	0.05
1,2-dimethoxyethane; ethylene glycol dimethyl ether (EGDME)	110-71-4	N.D.	0.05
Diboron trioxide*	1303-86-2	N.D.	0.05
Formamide	75-12-7	N.D.	0.05
Lead(II) bis(methanesulfonate)*	17570-76-2	N.D.	0.05
1,3,5-tris(oxiranylmethyl)-1,3,5-triazine-2,4,6-(1H,3H,5H)-trione (TGIC)	2451-62-9	N.D.	0.01
1,3,5-tris[(2S and 2R)-2,3-epoxypropyl]-1,3,5-triazine-2,4,6-(1H,3H,5H)-trione (β-TGIC)	59653-74-6	N.D.	0.005

- Note:
1. N.D. denotes not detected
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Analysis based on LCMS, LCMSMS, GCMS, Headspace-GCMS, ICP-OES/AAS, UV-VIS and XRF.

Test Item	CAS No.	Result (%)	Reporting Limit (%)
		Sample 001	
4,4'-bis(dimethylamino)benzophenone (Michler's ketone)	90-94-8	N.D.	0.005
N,N,N',N'-tetramethyl-4,4'-methylenedianiline (Michler's base)	101-61-1	N.D.	0.005
[4-[[4-anilino-1-naphthyl][4-(dimethylamino)phenyl]methylene]cyclohexa-2,5-dien-1-ylidene] dimethylammonium chloride (C.I. Basic Blue 26) <sup>a</sup>	2580-56-5	N.D.	0.005
[4-[4,4'-bis(dimethylamino)benzhydrylidene]cyclohexa-2,5-dien-1-ylidene]dimethylammonium chloride (C.I. Basic Violet 3) <sup>a</sup>	548-62-9	N.D.	0.01
4,4'-bis(dimethylamino)-4''-(methylamino)trityl alcohol <sup>1</sup>	561-41-1	N.D.	0.01
$\alpha,\alpha$ -Bis[4-(dimethylamino)phenyl]-4-(phenylamino)naphthalene-1-methanol (C.I. Solvent Blue 4) <sup>a</sup>	6786-83-0	N.D.	0.01
Bis(pentabromophenyl) ether (DecaBDE)	1163-19-5	N.D.	0.01
Pentacosafuorotridecanoic acid	72629-94-8	N.D.	0.005
Tricosafuorododecanoic acid	307-55-1	N.D.	0.005
Henicosafuoroundecanoic acid	2058-94-8	N.D.	0.005
Heptacosafuorotetradecanoic acid	376-06-7	N.D.	0.01
4-(1,1,3,3-tetramethylbutyl)phenol, ethoxylated <sup>5</sup>	-	N.D.	0.005
4-Nonylphenol, branched and linear - substances with a linear and/or branched alkyl chain with a carbon number of 9 covalently bound in position 4 to phenol <sup>6</sup>	-	N.D.	0.01
Diazene-1,2-dicarboxamide (C,C'-azodi(formamide))	123-77-3	N.D.	0.005
Cyclohexane-1,2-dicarboxylic anhydride (Hexahydrophthalic anhydride - HHPA)	85-42-7	N.D.	0.01
Hexahydromethylphthalic anhydride, Hexahydro-4-methylphthalic anhydride, Hexahydro-1-methylphthalic anhydride, Hexahydro-3-methylphthalic anhydride	25550-51-0, 19438-60-9, 48122-14-1, 57110-29-9	N.D.	0.05
Methoxy acetic acid	625-45-6	N.D.	0.05
1,2-Benzenedicarboxylic acid, dipentylester, branched and linear	84777-06-0	N.D.	0.05
Diisopentylphthalate (DIPP)	605-50-5	N.D.	0.05
N-pentyl-isopentylphthalate	-	N.D.	0.05
1,2-Diethoxyethane	629-14-1	N.D.	0.05
N,N-dimethylformamide; dimethyl formamide	68-12-2	N.D.	0.05
Dibutyltin dichloride (DBT)	683-18-1	N.D.	0.05
Acetic acid, lead salt, basic <sup>a</sup>	51404-69-4	N.D.	0.01
Basic lead carbonate (trilead bis(carbonate)dihydroxide) <sup>a</sup>	1319-46-6	N.D.	0.005

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  3. "b" The substances are UVCB (substance of unknown or variable composition, complex reaction products or biological material), the test results are calculated based on the main constituents.
  4. "c" denotes the substance does only fulfil the criteria of REACH Art. 57 (a) if it contains Michler's ketone (CAS Number: 90-94-8) or Michler's base (CAS Number: 101-61-1) in a concentration  $\geq 0.1\%$  (weight / weight).



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Analysis based on LCMS, LCMSMS, GCMS, Headspace-GCMS, ICP-OES/AAS, UV-VIS and XRF.

Test Item	CAS No.	Result (%)	Reporting Limit (%)
		Sample 001	
Lead oxide sulfate (basic lead sulfate)*	12036-76-9	N.D.	0.005
[Phthalato(2-)]dioxotrilead (dibasic lead phthalate)*	69011-06-9	N.D.	0.005
Dioxobis(stearato)trilead*	12578-12-0	N.D.	0.005
Fatty acids, C16-18, lead salts*	91031-62-8	N.D.	0.01
Lead bis(tetrafluoroborate)*	13814-96-5	N.D.	0.01
Lead cyanamidate*	20837-86-9	N.D.	0.01
Lead dinitrate*	10099-74-8	N.D.	0.01
Lead oxide (lead monoxide)*	1317-36-8	N.D.	0.005
Lead tetroxide (orange lead)*	1314-41-6	N.D.	0.005
Lead titanium trioxide*	12060-00-3	N.D.	0.005
Lead Titanium Zirconium Oxide*	12626-81-2	N.D.	0.01
Pentalead tetraoxide sulphate*	12065-90-6	N.D.	0.005
Pyrochlore, antimony lead yellow*	8012-00-8	N.D.	0.01
Silicic acid, barium salt, lead-doped*	68784-75-8	N.D.	0.005
Silicic acid, lead salt*	11120-22-2	N.D.	0.01
Sulfurous acid, lead salt, dibasic*	62229-08-7	N.D.	0.05
Tetraethyllead*	78-00-2	N.D.	0.05
Tetralead trioxide sulphate*	12202-17-4	N.D.	0.05
Trilead dioxide phosphonate*	12141-20-7	N.D.	0.05
Furan	110-00-9	N.D.	0.05
Propylene oxide; 1,2-epoxypropane; methyloxirane	75-56-9	N.D.	0.05
Diethyl sulphate	64-67-5	N.D.	0.05
Dimethyl sulphate	77-78-1	N.D.	0.05
3-ethyl-2-methyl-2-(3-methylbutyl)-1,3-oxazolidine	143860-04-2	N.D.	0.01
Dinoseb	88-85-7	N.D.	0.005

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Analysis based on LCMS, LCMSMS, GCMS, Headspace-GCMS, ICP-OES/AAS, UV-VIS and XRF.

Test Item	CAS No.	Result (%)	Reporting Limit (%)
		Sample 001	
4,4'-methylenedi-o-toluidine	838-88-0	N.D.	0.005
4,4'-oxydianiline and its salts	101-80-4	N.D.	0.005
4-Aminoazobenzene; 4-Phenylazoaniline	60-09-3	N.D.	0.005
4-methyl-m-phenylenediamine (2,4-toluenediamine)	95-80-7	N.D.	0.01
6-methoxy-m-toluidine (p-cresidine)	120-71-8	N.D.	0.01
Biphenyl-4-ylamine	92-67-1	N.D.	0.01
o-aminoazotoluene	97-56-3	N.D.	0.01
o-Toluidine; 2-Aminotoluene	95-53-4	N.D.	0.005
N-methylacetamide	79-16-3	N.D.	0.005
1-bromopropane; n-propyl bromide	106-94-5	N.D.	0.005
Cadmium	7440-43-9	N.D.	0.01
Cadmium oxide	1306-19-0	N.D.	0.005
Dipentyl phthalate (DPP)	131-18-0	N.D.	0.01
4-Nonylphenol, branched and linear, ethoxylated <sup>§</sup>	-	N.D.	0.005
Ammonium pentadecafluorooctanoate (APFO)	3825-26-1	N.D.	0.01
Pentadecafluorooctanoic acid (PFOA)	335-67-1	N.D.	0.05
Cadmium sulphide*	1306-23-6	N.D.	0.05
Disodium 3,3'-[[1,1'-biphenyl]-4,4'-diylbis(azo)]bis(4-aminonaphthalene-1-sulphonate) (C.I. Direct Red 28)	573-58-0	N.D.	0.05
Disodium 4-amino-3-[[4'-[(2,4-diaminophenyl)azo][1,1'-biphenyl]-4-yl]azo]-5-hydroxy-6-(phenylazo)naphthalene-2,7-disulphonate (C.I. Direct Black 38)	1937-37-7	N.D.	0.05
Dihexyl phthalate	84-75-3	N.D.	0.05
imidazolidine-2-thione (2-Imidazoline-2-thiol)	96-45-7	N.D.	0.05
Lead di(acetate)*	301-04-2	N.D.	0.05
Trixylyl phosphate	25155-23-1	N.D.	0.05

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TÜV SÜD Hong Kong Ltd  
TÜV SÜD Group

Tested by:

Handwritten signature of Angus Hung.



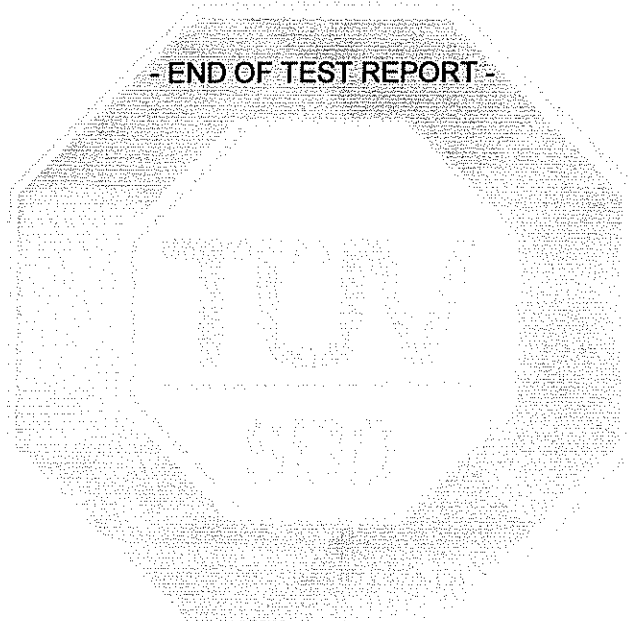
Reviewed by:

Handwritten signature of Christina Chan.

Angus Hung  
Technical Manager  
Chemical Department

Christina Chan  
Laboratory Manager  
Chemical Department

- END OF TEST REPORT -



**General Terms and Conditions**  
of TÜV SÜD Hong Kong Limited  
(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 release the 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 handling 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, truthful 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 obstacles 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 counterclaim 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 HKD.
- (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 of or in connection with contractual relationship(s) hereunder shall be governed by the applicable laws and regulations of the Hong Kong S.A.R. Region.
- (9.2) Place of performance for any obligation arising out of this contract shall be Hong Kong, the Place of the TÜV SÜD Hong Kong Limited 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.