



Applicant : Shenzhen Yunyifu Health Technology Co. LTD
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Sample Description : Filtering half mask FFP2 NR

Style No. : PM-P2

Country of Origin : CHINA

Test Sample Receipt Date, Location : 2020-11-18 and 2020-11-23, Hong Kong

Test Period, Location : From 2020-11-24 to 2020-11-27, Hong Kong

Test Result(s) : Refer to Section 3

Purpose Of Examination / Conclusion:

No.	Test Item(s)	Conclusion
1.	Analysis of the 209 Substances of Very High Concern (SVHC) Candidate List for authorization concerning Regulation (EC) No. 1907/2006 as published on the European Chemicals Agency (ECHA) website updated on June 25, 2020. According to the specified scope and analytical techniques, the concentration of each of the 209 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.
- (3) "Pass" means the measured result is within a limit, even when extended by expanded uncertainty. "Fail" means the measured result is beyond a limit, even when extended by expanded uncertainty. "Inconclusive" means the measured result can be within or beyond a limit when extended by expanded uncertainty. The confidence level of the expended uncertainty for "Pass", "Fail" and "Inconclusive" is 95%.

Test Report No.: 60.431.20.2008.01

Dated: 2020-11-30



TÜV SÜD Hong Kong
TÜV SÜD Group

Prepared by:

Reviewed by:

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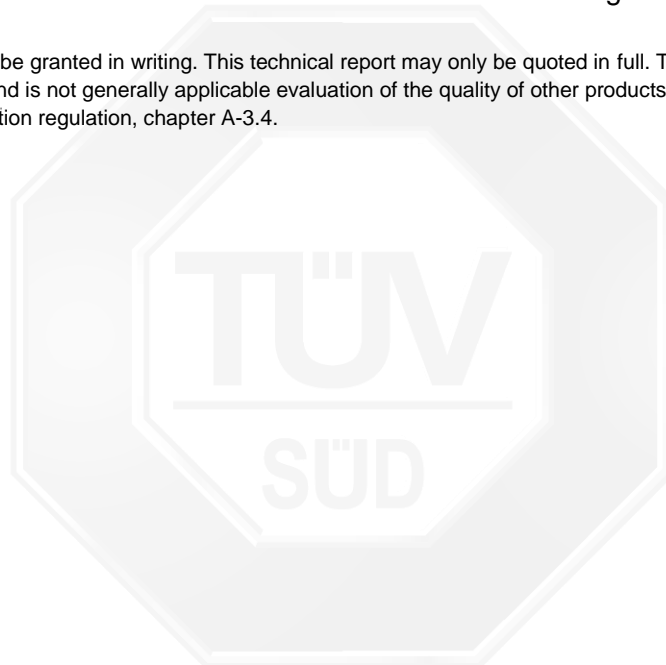


A handwritten signature in black ink, appearing to be 'Hilda', written over a horizontal line.

Samuel Chan
Project Manager

Hilda Tang
Manager

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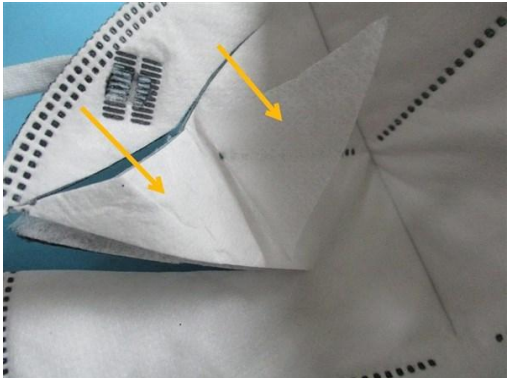
1. Description of the Test Sample:





Sample Description	Filtering half mask FFP2 NR
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2. List of Materials as identified by the Laboratory:

T. No.	Sample No.	Colour and Description	Photograph
T1	001	Purple non-woven with black printing (purple masks)	
T2	002	Black non-woven (black masks)	
T3	003	Orange non-woven with black printing (orange masks)	

T. No.	Sample No.	Colour and Description	Photograph
T4	004	Pink non-woven with black printing (pink masks)	
T5	005	Cyan non-woven with black printing (cyan masks)	
T6	006	Blue non-woven with black printing (blue masks)	
T7	007	Orange/black printed white non-woven (multicolor masks)	

T. No.	Sample No.	Colour and Description	Photograph
T8	008	Grey non-woven with black printing (grey masks)	
T9	009	Red non-woven (red masks)	
T10	010	White fabric with glue (ear loop of all styles)	
T11	011	White non-woven (lining of all styles)	
T12	012	White fabric (interlining of all styles)	

T. No.	Sample No.	Colour and Description	Photograph
T13	013	White felt fabric (interlining of all styles)	
T14	014	Grey foam with glue (cushion of all styles)	
T15	015	White soft plastic (wire covering)	
T16	016	Silvery metal (wire)	



3. Test Results

3.1 Analysis of the 209 Substances of Very High Concern (SVHC)

Candidate List for authorization concerning Regulation (EC) No. 1907/2006 as published on the European Chemicals Agency (ECHA) website updated on June 25, 2020.

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

Parameters	Result [% w/w]			Limit [% w/w]
	Sample 001+002+003+004+005+006+007	Sample 008+009+010+011+012+013	Sample 014+015	
Two Hundred and nine substances of very high concern ³	<0.01	<0.01	<0.01	<0.1

Parameters	Result [% w/w]	Limit [% w/w]
	Sample 016	
Two Hundred and nine substances of very high concern ³	<0.01	<0.1

Note 1. "<" denotes less than

2. "%" denotes percentage

3. Candidate List for authorization, concerning Regulation (EC) No 1907/2006 as published on the European Chemicals Agency (ECHA) website updated on June 25, 2020.



No.	Substance Name	CAS No.	No.	Substance Name	CAS No.
1	Anthracene	120-12-7	28	Lead sulfochromate yellow (C.I. Pigment Yellow 34)*	1344-37-2
2	4,4'- Diaminodiphenylmethane	101-77-9	29	Tris(2-chloroethyl)phosphate (TCEP)	115-96-8
3	Dibutyl phthalate (DBP)	84-74-2	30	Acrylamide	79-06-1
4	Cobalt dichloride *	7646-79-9	31	Trichloroethylene	79-01-6
5	Diarsenic pentaoxide*	1303-28-2	32	Boric Acid*	10043-35-3 11113-50-1
6	Diarsenic trioxide *	1327-53-3	33	Disodium tetraborate, anhydrous*	1303-96-4 1330-43-4 12179-04-3
7	Sodium dichromate *	7789-12-0 10588-01-9	34	Tetraboron disodium heptaoxide, hydrate*	12267-73-1
8	5-tert-butyl-2,4,6-trinitro-m-xylene (musk xylene)	81-15-2	35	Sodium chromate*	7775-11-3
9	Bis (2-ethyl(hexyl)phthalate) (DEHP)	117-81-7	36	Potassium chromate*	7789-00-6
10	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)	37	Ammonium dichromate*	7789-09-5
11	Alkanes, C10-13, chloro (Short Chain Chlorinated Paraffins)	85535-84-8	38	Potassium dichromate*	7778-50-9
12	Bis(tributyltin)oxide,(TBTO)*	56-35-9	39	Cobalt(II) sulphate *	10124-43-3
13	Lead hydrogen arsenate *	7784-40-9	40	Cobalt(II) dinitrate *	10141-05-6
14	Benzyl butyl phthalate (BBP)	85-68-7	41	Cobalt(II) carbonate*	513-79-1
15	Triethyl arsenate *	15606-95-8	42	Cobalt(II) diacetate*	71-48-7
16	Anthracene oil [§]	90640-80-5	43	2-Methoxyethanol	109-86-4
17	Anthracene oil, anthracene paste, distr. lights [§]	91995-17-4	44	2-Ethoxyethanol	110-80-5
18	Anthracene oil, anthracene paste, anthracene fraction [§]	91995-15-2	45	Chromium trioxide*	1333-82-0
19	Anthracene oil, anthracene-low [§]	90640-82-7	46	Acids generated from chromium trioxide and their oligomers: a. Chromic acid* b. Dichromic acid * c. Oligomers of chromic acid and dichromic acid*	7738-94-5 13530-68-2
20	Anthracene oil, anthracene paste [§]	90640-81-6	47	2-Ethoxyethyl acetate (2-EEA)	111-15-9
21	Pitch, coal tar, high temp. [§]	65996-93-2	48	Strontium chromate*	7789-06-2
22	Aluminosilicate Refractory Ceramic Fibres*	-	49	1,2-Benzenedicarboxylic acid, di-C7-11-branched and linear alkyl esters (DHNUP) [§]	68515-42-4
23	Zirconia Aluminosilicate, Refractory Ceramic Fibres*	-	50	Hydrazine	7803-57-8, 302-01-2
24	2,4-Dinitrotoluene	121-14-2	51	1-Methyl-2-pyrrolidone	872-50-4
25	Diisobutyl phthalate	84-69-5	52	1,2,3-Trichloropropane	96-18-4
26	Lead chromate*	7758-97-6	53	1,2-Benzenedicarboxylic acid, di-C6-8-branched alkyl esters, C7-rich (DIHP)	71888-89-6
27	Lead chromate molybdate sulphate red (C.I. Pigment Red 104)*	12656-85-8			
-** denotes concentration of the SVHC was conversion of test results of the corresponding metal ion - [§] 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.					



No.	Substance Name	CAS No.	No.	Substance Name	CAS No.
54	1,2-Dichloroethane	107-06-2	76	Lead(II) bis(methanesulfonate)*	17570-76-2
55	2,2'-Dichloro-4,4'-methylenedianiline (MOCA)	101-14-4	77	1,3,5-tris(oxiranylmethyl)-1,3,5-triazine-2,4,6-(1H,3H,5H)-trione (TGIC)	2451-62-9
56	2-Methoxyaniline, o-Anisidine	90-04-0	78	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
57	4-(1,1,1,3,3-Tetramethylbutyl)phenol, (4-tert-Octylphenol)	140-66-9	79	4,4'-bis(dimethylamino)benzophenone (Michler's ketone)	90-94-8
58	Arsenic acid*	7778-39-4	80	N,N,N',N'-tetramethyl-4,4'-methylenedianiline (Michler's base)	101-61-1
59	Bis(2-methoxyethyl) ether	111-96-6	81	[4-[[[4-anilino-1-naphthyl][4-(dimethylamino)phenyl]methylene]cyclohexa-2,5-dien-1-ylidene] dimethylammonium chloride (C.I. Basic Blue 26) [#]	2580-56-5
60	Bis(2-methoxyethyl) phthalate	117-82-8	82	[4-[4,4'-bis(dimethylamino)benzhydrylidene]cyclohexa-2,5-dien-1-ylidene]dimethylammonium chloride (C.I. Basic Violet 3) [#]	548-62-9
61	Calcium arsenate*	7778-44-1	83	4,4'-bis(dimethylamino)-4''-(methylamino)trityl alcohol [#]	561-41-1
62	Dichromium tris(chromate)*	24613-89-6	84	α,α-Bis[4-(dimethylamino)phenyl]-4(phenylamino)naphthalene-1-methanol (C.I. Solvent Blue 4) [#]	6786-83-0
63	Formaldehyde, oligomeric reaction products with aniline (technical MDA) [§]	25214-70-4	85	Bis(pentabromophenyl) ether (DecaBDE)	1163-19-5
64	Lead diazide*	13424-46-9	86	Pentacosafuorotridecanoic acid	72629-94-8
65	Lead dipicrate*	6477-64-1	87	Tricosafuorododecanoic acid	307-55-1
66	Lead styphnate*	15245-44-0	88	Henicosafuoroundecanoic acid	2058-94-8
67	N,N-dimethylacetamide (DMAC)	127-19-5	89	Heptacosafuorotetradecanoic acid	376-06-7
68	Pentazinc chromate octahydroxide*	49663-84-5	90	4-(1,1,1,3,3-tetramethylbutyl)phenol, ethoxylated [§]	-
69	Phenolphthalein	77-09-8	91	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 [§]	-
70	Potassium hydroxyoctaoxodizincatedichromate*	11103-86-9	92	Diazene-1,2-dicarboxamide (C,C'-azodi(formamide))	123-77-3
71	Trilead diarsenate*	3687-31-8	93	Cyclohexane-1,2-dicarboxylic anhydride (Hexahydrophthalic anhydride - HHPA)	85-42-7
72	1,2-bis(2-methoxyethoxy)ethane (TEGDME; triglyme)	112-49-2	94	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
73	1,2-dimethoxyethane; ethylene glycol dimethyl ether (EGDME)	110-71-4	95	Methoxy acetic acid	625-45-6
74	Diboron trioxide*	1303-86-2	96	1,2-Benzenedicarboxylic acid, dipentylester, branched and linear	84777-06-0
75	Formamide	75-12-7	97	Diisopentylphthalate (DIPP)	605-50-5
- [*] denotes concentration of the SVHC was conversion of test results of the corresponding metal ion - [§] 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. - [#] 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 ≥ 0.1% (weight / weight).					



No.	Substance Name	CAS No.	No.	Substance Name	CAS No.
98	N-pentyl-isopentylphthalate	-	131	4-Aminoazobenzene; 4-Phenylazoaniline	60-09-3
99	1,2-Diethoxyethane	629-14-1	132	4-methyl-m-phenylenediamine (2,4-toluene-diamine)	95-80-7
100	N,N-dimethylformamide; dimethyl formamide	68-12-2	133	6-methoxy-m-toluidine (p-cresidine)	120-71-8
101	Dibutyltin dichloride (DBT)	683-18-1	134	Biphenyl-4-ylamine	92-67-1
102	Acetic acid, lead salt, basic*	51404-69-4	135	o-aminoazotoluene	97-56-3
103	Basic lead carbonate (trilead bis(carbonate)dihydroxide)*	1319-46-6	136	o-Toluidine; 2-Aminotoluene	95-53-4
104	Lead oxide sulfate (basic lead sulfate)*	12036-76-9	137	N-methylacetamide	79-16-3
105	[Phthalato(2-)]dioxotrilead (dibasic lead phthalate)*	69011-06-9	138	1-bromopropane; n-propyl bromide	106-94-5
106	Dioxobis(stearato)trilead*	12578-12-0	139	Cadmium	7440-43-9
107	Fatty acids, C16-18, lead salts*	91031-62-8	140	Cadmium oxide*	1306-19-0
108	Lead bis(tetrafluoroborate)*	13814-96-5	141	Dipentyl phthalate (DPP)	131-18-0
109	Lead cyanamate*	20837-86-9	142	4-Nonylphenol, branched and linear, ethoxylated [§]	-
110	Lead dinitrate*	10099-74-8	143	Ammonium pentadecafluorooctanoate (APFO)	3825-26-1
111	Lead oxide (lead monoxide)*	1317-36-8	144	Pentadecafluorooctanoic acid (PFOA)	335-67-1
112	Lead tetroxide (orange lead)*	1314-41-6	145	Cadmium sulphide*	1306-23-6
113	Lead titanium trioxide*	12060-00-3	146	Disodium 3,3'-[[1,1'-biphenyl]-4,4'-diylbis(azo)]bis(4-aminonaphthalene-1-sulphonate) (C.I. Direct Red 28)	573-58-0
114	Lead Titanium Zirconium Oxide*	12626-81-2	147	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
115	Pentalead tetraoxide sulphate*	12065-90-6	148	Dihexyl phthalate	84-75-3
116	Pyrochlore, antimony lead yellow*	8012-00-8	149	Imidazolidine-2-thione (2-imidazoline-2-thiol)	96-45-7
117	Silicic acid, barium salt, lead-doped*	68784-75-8	150	Lead di(acetate)*	301-04-2
118	Silicic acid, lead salt*	11120-22-2	151	Trixylyl phosphate	25155-23-1
119	Sulfurous acid, lead salt, dibasic*	62229-08-7	152	1,2-Benzenedicarboxylic acid, dihexyl ester, branched and linear	68515-50-4
120	Tetraethyllead*	78-00-2	153	Cadmium chloride*	10108-64-2
121	Tetralead trioxide sulphate*	12202-17-4	154	Sodium perborate; perboric acid, sodium salt*	-
122	Trilead dioxide phosphonate*	12141-20-7	155	Sodium peroxometaborate*	7632-04-4
123	Furan	110-00-9	156	Cadmium fluoride*	7790-79-6
124	Propylene oxide; 1,2-epoxypropane; methyloxirane	75-56-9	157	Cadmium sulphate*	10124-36-4; 31119-53-6
125	Diethyl sulphate	64-67-5	158	2-benzotriazol-2-yl-4,6-di-tert-butylphenol (UV-320)	3846-71-7
126	Dimethyl sulphate	77-78-1	159	2-(2H-benzotriazol-2-yl)-4,6-ditertpentylphenol (UV-328)	25973-55-1
127	3-ethyl-2-methyl-2-(3-methylbutyl)-1,3-oxazolidine	143860-04-2			
128	Dinoseb	88-85-7			
129	4,4'-methylenedi-o-toluidine	838-88-0			
130	4,4'-oxydianiline and its salts	101-80-4			
-** denotes concentration of the SVHC was conversion of test results of the corresponding metal ion - [§] 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.					

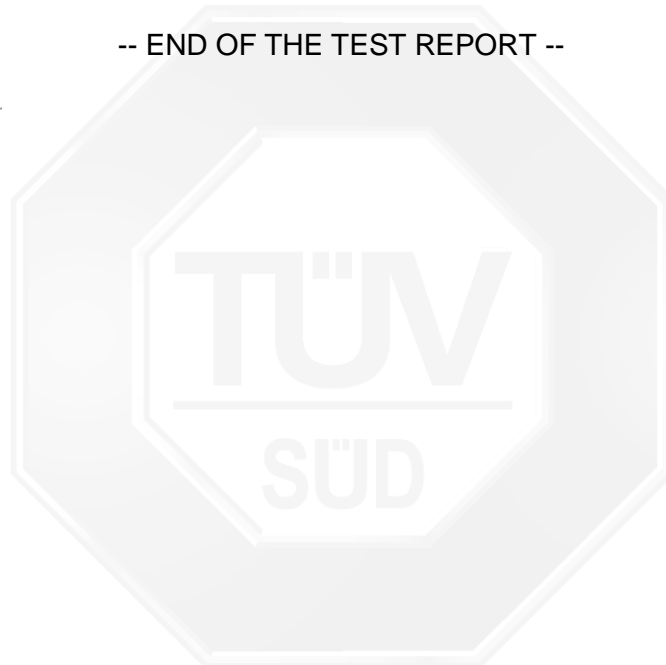


No.	Substance Name	CAS No.	No.	Substance Name	CAS No.
160	2-ethylhexyl 10-ethyl-4,4-dioctyl-7-oxo-8-oxa-3,5-dithia-4-stannatetradecanoate (DOTE)	15571-58-1	179	Cadmium hydroxide*	21041-95-2
161	reaction mass of 2-ethylhexyl 10-ethyl-4,4-dioctyl-7-oxo-8-oxa-3,5-dithia-4-stannatetradecanoate and 2-ethylhexyl 10-ethyl-4-[[2-[(2-ethylhexyl)oxy]-2-oxoethyl]thio]-4-octyl-7-oxo-8-oxa-3,5-dithia-4-stannatetradecanoate (reaction mass of DOTE and MOTE)	-	180	Chrysene	218-01-9
162	1,2-benzenedicarboxylic acid, di-C6-10-alkyl esters; 1,2-benzenedicarboxylic acid, mixed decyl and hexyl and octyl diesters with ≥ 0.3% of dihexyl phthalate (EC No. 201-559-5)	68515-51-5, 68648-93-1 (271-094-0, 272-013-1)	181	Reaction products of 1,3,4-thiadiazolidine-2,5-dithione formaldehyde and 4-heptylphenol, branched and linear (RP-HP) [with ≥0.1% w/w 4-heptylphenol, branched and linear	-
163	5-sec-butyl-2-(2,4-dimethylcyclohex-3-en-1-yl)-5-methyl-1,3-dioxane [1], 5-sec-butyl-2-(4,6-dimethylcyclohex-3-en-1-yl)-5-methyl-1,3-dioxane [2] [covering any of the individual isomers of [1] and [2] or any combination thereof]	-	182	Octamethylcyclotetrasiloxane (D4)	556-67-2
164	1,3-propanesultone	1120-71-4 (214-317-9)	183	Decamethylcyclopentasiloxane (D5)	541-02-6
165	2,4-di-tert-butyl-6-(5-chlorobenzotriazol-2-yl)phenol (UV-327)	3864-99-1 (223-383-8)	184	Dodecamethylcyclohexasiloxane (D6)	540-97-6
166	2-(2H-benzotriazol-2-yl)-4-(tert-butyl)-6-(sec-butyl)phenol (UV-350)	36437-37-3 (253-037-1)	185	Lead	7439-92-1
167	Nitrobenzene	98-95-3 (202-716-0)	186	Disodium octaborate*	12008-41-2
168	Perfluorononan-1-oic acid (2,2,3,3,4,4,5,5,6,6,7,7,8,8,9,9,9-heptadecafluorononanoic acid and its sodium and ammonium salts	375-95-1; 21049-39-8; 4149-60-4 (206-801-3)	187	Benzo[ghi]perylene	191-24-2
169	Benzo[def]chrysene	50-32-8 (200-028-5)	188	Terphenyl hydrogenated	61788-32-7
170	4,4'-isopropylidenediphenol (bisphenol A)	80-05-7 (201-245-8)	189	Ethylenediamine (EDA)	107-15-3
171	nonadecafluorodecanoic acid (PFDA) and its sodium and ammonium salts	335-76-2, 3830-45-3, 3108-42-7 (206-400-3, -, 221-470-5)	190	Benzene-1,2,4-tricarboxylic acid 1,2 anhydride (trimellitic anhydride) (TMA)	552-30-7
172	4-heptylphenol, branched and linear (4-HPbl)	-	191	Dicyclohexyl phthalate (DCHP)	84-61-7
173	4-tert-pentylphenol (PTAP)	80-46-6 (201-280-9)	192	2,2-bis(4'-hydroxyphenyl)-4-methylpentane	6807-17-6
174	Perfluorohexane-1-sulfonic acid and its salts (PFHxS)	-	193	1,7,7-trimethyl-3-(phenylmethylene)bicyclo[2.2.1]heptan-2-one (3-benzylidene camphor)	15087-24-8
175	Dechlorane Plus(TM)	-	194	Benzo[k]fluoranthene	207-08-9
176	Benz[a]anthracene	56-55-3	195	Fluoranthene	206-44-0
177	Cadmium nitrate*	10325-94-7	196	Phenanthrene	85-01-8
178	Cadmium carbonate*	513-78-0	197	Pyrene	129-00-0
- * denotes concentration of the SVHC was conversion of test results of the corresponding metal ion - § 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.					



No.	Substance Name	CAS No.	No.	Substance Name	CAS No.
198	4-tert-butylphenol	98-54-4	204	Diisohexyl phthalate	71850-09-4
199	2,3,3,3-tetrafluoro-2-(heptafluoropropoxy)propionic acid, its salts and its acyl halides (covering any of their individual isomers and combinations thereof)	-	205	Perfluorobutane sulfonic acid (PFBS) and its salts	-
200	2-methoxyethyl acetate 110-49-6 (203-772-9)	110-49-6	206	1-vinylimidazole	1072-63-5
201	Tris(4-nonylphenyl, branched and linear) phosphite (TNPP) with ≥ 0.1% w/w of 4-nonylphenol, branched and linear (4-NP)	-	207	2-methylimidazole	693-98-1
202	2-benzyl-2-dimethylamino-4'-morpholinobutyrophenone	119313-12-1	208	Dibutylbis(pentane-2,4-dionato-O,O')tin	22673-19-4
203	2-methyl-1-(4-methylthiophenyl)-2-morpholinopropan-1-one	71868-10-5	209	Butyl 4-hydroxybenzoate (Butylparaben)	94-26-8
- ^{**} denotes concentration of the SVHC was conversion of test results of the corresponding metal ion - [§] 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.					

-- END OF THE 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 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.