

Reference No. : SZ2024040722-1E Date : May. 14, 2024 Page No.: 1 of 16

Client: Mid Ocean Brands B.V.

Address: 7/F, Kings Tower, 111 King Lam Street, Cheung Sha Wan, Kowloon, Hong Kong.

The following merchandise was (were) submitted and identified by the client as:

Name of Product: Hot water bottle.

Test Model: CX1543

Model May Cover:

Main Material:

Supplier: 107961

Buyer:

Sample Received: Apr. 16, 2024

Test Period: Apr. 16, 2024 - May. 14, 2024

Test Specification and Conclusion:

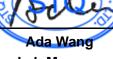
Please refer to next page

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Test	Request	Conclusion
1.	Phthalate content according to EC Regulation 1907/2006,	PASS
	REACH Annex XVII (entry 51&52)	
2.	Polycyclic Aromatic Hydrocarbons (PAHs) contents according to	PASS
	AfPS GS 2019:01 PAK	
3.	Lead (Pb) content according to EC Regulation 1907/2006,	PASS
	REACH Annex XVII (entry 63)	
4.	AZO contents according to EC Regulation 1907/2006, REACH Annex XVII (entry 43)	PASS
5.	Cadmium (Cd) content according to EC Regulation 1907/2006,	PASS
	REACH Annex XVII (entry 23)	
6.	Colourfastness to rubbing according to Client's Requirement Limit	PASS
7.	Hot water bottles manufactured from rubber and	PASS
	PVC – Specification (As per client's request)- BS 1970:2012	
8.	Migration of certain elements according to European Directive 2009/48/EC and its	PASS
	subsequent amendments and BS EN 71-3:2019+A1:2021, Toys (Safety)	
	Regulations 2011	

****** To be continued ******

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TEST RESULTS:

1.Phthalates Content

Test Method: With reference to EN 14372-2004, Analysis was performed by GC-MS.

(1-1) For plasticized materials (including toys and childcare articles)

Test Item(s)		MDL	Т	Limited		
			3#	4#	5#△	Value*
Dibutyl Phthalate(DBP)		0.005	N.D.	N.D.	N.D.	
Benzylbutyl Phthalate(BBP)		0.005	N.D.	N.D.	N.D.	
Di-(2-ethylhexyl)Phthalate(DEHP)	%	0.005	N.D.	N.D.	N.D.	
Di-isobutyl phthalate (DIBP)		0.005	N.D.	N.D.	N.D.	
Total (DBP+BBP+DEHP+DIBP)			< 0.020	< 0.020	< 0.020	< 0.1

(1-2) For toys and childcare articles that can be mouthed

Test Item(s)	Unit	MDL	Т	Limited		
			3#	4#	5#△	Value*
Di-iso-nonylphthalate(DINP)		0.005	N.D.	N.D.	N.D.	
Di-n-octylphthalate(DNOP)	0/	0.005	N.D.	N.D.	N.D.	
Di-iso-decylphthalate(DIDP)	%	0.005	N.D.	N.D.	N.D.	
Total (DINP+DNOP+DIDP)			< 0.015	< 0.015	< 0.015	< 0.1

Remark: *The Limited value is based on EC Regulation 1907/2006, REACH Annex XVII (entry 51&52).

******* To be continued ******

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2.PAHs Contents

Test Method: With reference to AfPS GS 2019:01 PAK, Analysis was performed by GC-MS.

Test Items	Unit	MDL	Test Results			
			3#	4#	5#△	
Naphthalene		0.1	N.D.	1.5	N.D.	
Phenanthrene		0.1	N.D.	N.D.	N.D.	
Anthracene		0.1	N.D.	N.D.	N.D.	
Fluoranthene		0.1	N.D.	N.D.	N.D.	
Pyrene		0.1	N.D.	N.D.	N.D.	
Benzo[a]anthracene		0.1	N.D.	N.D.	N.D.	
Chrysene		0.1	N.D.	N.D.	N.D.	
Benzo[b]fluoranthene		0.1	N.D.	N.D.	N.D.	
Benzo[k]fluoranthene	mg/kg	0.1	N.D.	N.D.	N.D.	
Benzo[a]pyrene		0.1	N.D.	N.D.	N.D.	
Indeno[1,2,3-cd]pyrene		0.1	N.D.	N.D.	N.D.	
Dibenzo[a,h]anthracene		0.1	N.D.	N.D.	N.D.	
Benzo[g,h,i]perylene		0.1	N.D.	N.D.	N.D.	
Benzo[j]fluoranthene		0.1	N.D.	N.D.	N.D.	
Benzo[e]pyrene		0.1	N.D.	N.D.	N.D.	
Sum of 15 PAHs			N.D.	1.5	N.D.	

******* To be continued *******

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LIMITS(mg/kg) FOR PAH IN PRODUCTS:

Parameter	Category 1	Cate	gory2	Categ	ory 3
	Materials intended to	Materials no	t covered by	Materia	als covered
	be placed in the mouth,	category 1, coming into		neither by category 1 nor by	
	or materials coming into	· ·	act (more than		coming into
	long-term contact with	30s) or short-t	•	short-term c	٠.
	skin (more than 30s)	contact with s	•	30s) with ski	•
	during the intended use	intended or fo	reseeable use	intended or fo	reseeable use
	- in toys according to Directive 2009/48/EC or - for the use by children up to 3 years of age	a. use by children	b. other consumer products	a. use by children	b. other consumer products
Benzo[a]pyrene	< 0.2	< 0.2	< 0.5	< 0.5	<1
Benzo[e]pyrene	< 0.2	< 0.2	< 0.5	< 0.5	<1
Benzo[a]anthracene	< 0.2	< 0.2	< 0.5	< 0.5	<1
Benzo[b]fluoranthene	< 0.2	< 0.2	< 0.5	< 0.5	< 1
Benzo[j]fluoranthene	< 0.2	< 0.2	< 0.5	< 0.5	<1
Benzo[k]fluoranthene	< 0.2	< 0.2	< 0.5	< 0.5	<1
Chrysene	< 0.2	< 0.2	< 0.5	< 0.5	< 1
Dibenzo[a,h]anthrace	< 0.2	< 0.2	< 0.5	< 0.5	< 1
Benzo[g,h,i]perylene	< 0.2	< 0.2	< 0.5	< 0.5	< 1
Indeno[1,2,3-cd]pyre	< 0.2	< 0.2	< 0.5	< 0.5	< 1
Phenanthrene, Pyrene, Anthracene, Fluoranthene	Total < 1	Total < 5	Total < 10	Total < 20	Total < 50
Naphthalene	<1	<	2	< 10	
Sum of 15 PAHs	< 1	< 5	< 10	< 20	< 50

****** To be continued ******

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3.Lead(Pb) Content

Test Method: With reference to EPA 3052-1996 & EPA 6010D-2018, Analysis was performed by

ICP-AES.

Test Item	MDL (mg/kg)	Test Results (mg/kg)					Limited Value**
		1#▲	2#▲	3#	4#	5#△	(mg/kg)
Lead(Pb)	10	N.D.	N.D.	N.D.	N.D.	N.D.	500

Remark: **The Limited value is based on EC Regulation 1907/2006, REACH Annex XVII (entry 63).

4.AZO Contents

Test Method: With reference to EN ISO 14362-1:2017, Analysis was performed by GC-MS.

	Test Items	MDL	Test R	esults	Limited	
	CAS NO. prohibitive aromatic amines			/kg)	Value***	
CAS NO.	' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' '		1#▲	2#▲	(mg/kg)	
92-67-1	4-Aminobiphenyl	5	N.D.	N.D.	30	
92-87-5	Benzidine	5	N.D.	N.D.	30	
95-69-2	4-Chloro-o-toluidine	5	N.D.	N.D.	30	
91-59-8	2-Naphthylamine	5	N.D.	N.D.	30	
97-56-3	O-Aminoazotoluene	5	N.D.	N.D.	30	
99-55-8	5-nitro-o-toluidine	5	N.D.	N.D.	30	
106-47-8	4-Chloroaniline	5	N.D.	N.D.	30	
615-05-4	4-methoxy-m-phenylenediamine	5	N.D.	N.D.	30	
101-77-9	4,4'-methylenedianiline	5	N.D.	N.D.	30	
91-94-1	3,3'-Dichlorobenzidine	5	N.D.	N.D.	30	
119-90-4	3,3'-Dimethoxybenzidine	5	N.D.	N.D.	30	
119-93-7	3,3'-Dimethylbenzidine	5	N.D.	N.D.	30	
838-88-0	4,4'-methylenedi-o-toluidine	5	N.D.	N.D.	30	
120-71-8	P-Cresidine	5	N.D.	N.D.	30	
101-14-4	4,4'-Methylene-bis-(2-Chloro-aniline)		N.D.	N.D.	30	
101-80-4	4,4'-oxydianiline	5	N.D.	N.D.	30	
139-65-1	4,4'-Thiodianiline	5	N.D.	N.D.	30	
95-53-4	O-Toluidine	5	N.D.	N.D.	30	
95-80-7	4-methyl-m-phenylenediamine	5	N.D.	N.D.	30	

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137-17-7	2,4,5-Trimethylaniline	5	N.D.	N.D.	30
60-09-03	4-Aminoazobenzene	5	N.D.	N.D.	30
90-04-0	O-Anisidine	5	N.D.	N.D.	30

Remark: ***The Limited value is based on EC Regulation 1907/2006, REACH Annex XVII (entry 43).

5.Cadmium (Cd) Content

Test Method: With reference to EN 1122- 2001 Method B, Analysis was performed by ICP-AES.

Test Item(s)	MDL (mg/kg)	Test Results (mg/kg)					Limited Value***	
	(mg/kg)	1#▲	2#▲	3#	4#	5#△	(mg/kg)	
Cadmium (Cd)	10	N.D.	N.D.	N.D.	N.D.	N.D.	100	

Remark: ****The Limited value is based on EC Regulation 1907/2006, REACH Annex XVII (entry 23).

6.Colourfastness to rubbing (ISO 105 X12:2016) (Grade)

	Re	Result			
Test Item	1#	2#	Client's Requirement Limit		
Dry	4-5	4-5	>2-3		
Wet	4-5	4-5	>2-3		

7. BS 1970:2012 Hot water bottles manufactured from rubber and PVC – Specification (As per client's request)

Clause	Test Items / Requirement				
Clause					
3	Composition	Pass			
	When tested in accordance with BS EN 71-3:1995, the hot water bottle shall not				
	contain proportions (by mass) of migratory elements in excess of the limits in Table 1				
	of BS EN 71-3:1995.				
4	Physical properties				
4.1	Visual examination	Pass			
	See Figure 1 for hot water bottle components.				
	When inspected with the naked eye, the hot water bottle shall not exhibit:				
	a) inclusion of foreign matter;				
	b) tears, blisters, cuts; or				
	c) any other defects that could adversely affect the safe performance of the hot water				
	bottle.				

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4.2	Thickness							
	The hot water bottle shall at no point on its surface, have a thickness less than that							
	shown in Table 1,according to its capacity and the material of construction.							
	Thickness shall	be determined in accord	lance with the metho	od in Annex A, and the				
	capacity determ	ined in accordance with	the appropriate metl	hod in Annex B.				
		Table 1 Minimum thic	kness of hot water b	oottles				
	Rubber	hot water bottles	PVC hot	water bottles				
	Capacity	Minimum thickness	Capacity	Minimum thickness				
	(mL)	(mm)	(mL)	(mm)				
	<2000	1.4	<800	1.5				
	>0000	4.5	≥800<2000	1.7				
	≥2000	1.5	≥2000	1.8				
4.3	Filling character	istics			Pass			
	The minimum fil	ling aperture shall not be	e less than 18 mm di	ameter.				
	If the diameter of the filling aperture is less than 20.3mm, the bottle shall be equipped							
	with an integral filling funnel having a minimum capacity of 60 mL with the stopper							
	fitted,and extending beyond the height of the stopper.							
	When the hot water bottle is filled with the recommended volume of water at							
	(23±2) $^{\circ}$ C, the inside faces shall not stick or block together and the bottle shall fill to its							
	recommended capacity within 30 s.							
5	Closures							
5.1	General				Pass			
	The hot water bottle shall be provided with a stopper that, when tested in accordance							
	with C3, Test1 and C4,Test2 shall show no visible leakage and no visible damage to							
	the closure.							
	When tested in accordance with C5,Test3,the closure and any of its detachable parts							
	shall not fit entirely in any orientation within the small parts cylinder having							
	dimensions as in				_			
5.2	•	ion of screwed closures			Pass			
		accordance with Annex	D, there shall be no	leakage or separation				
	between:							
	a) the stopper a							
	,	d the neck block;						
	,	k and the body of the ho		ata andre af da e l'ardia				
.	There shall be no other visual defects that could impair the integrity of the bottle.							
5.3	Rubber components							
	When tested in accordance with C4,Test 2,the rubber washer shall not exhibit a loss							
	of thickness greater than 30%.							

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6	Performance				
6.1	Leakage	Pass			
	The hot water bottle body shall show no visible leakage when inflated with air to a				
	minimum pressure of (14±0.5) kpa and immersed in water for a minimum time of 5 s.				
6.2	Strength of bonded (or welded) seams				
	If present bonded (or welded) seams shall withstand a minimum tensile force of 72 N				
	when tested in accordance with Annex E.				
6.3	Pressure test	Pass			
	The hot water bottle shall show no visible leakage when tested in accordance with				
	Annex F.				
6.4	Tensile stress-strain properties				
6.4.1	General	Pass			
6.4.2	Tensile tests for rubber hot water bottles	1			
6.4.2.1	Tensile stress-strain properties before ageing	Pass			
	When tested in accordance with 6.4.1,the tensile strength shall be not less than 22.5				
	N/mm width and the elongation at break shall be not less than 500%.				
6.4.2.2	Tensile stress-strain properties after ageing	Pass			
6.4.2.3	Tensile stress-strain properties after immersion	Pass			
6.4.3	Tensile tests for PVC hot water bottles				
6.4.3.1	Tensile stress–strain properties before ageing	N/A			
	When tested in accordance with 6.4.1, the tensile strength shall be not less than 12				
	N/mm width and the elongation at break shall be not less than 150%.				
6.4.3.2	Tensile stress–strain properties after ageing	N/A			
	After ageing in an air circulating oven as described in BS ISO 188 for (168 \pm 2) h at a				
	temperature of (100 \pm 2) °C and, when tested in accordance with 6.4.1, the tensile				
	strength shall be not less than 12 N/mm width and the elongation at break shall be				
	not less than 150%.				
6.4.3.3	Tensile stress–strain properties after extraction	N/A			
	After Soxhlet extraction with water of the test pieces over (168 ± 2) h using an				
	apparatus in accordance with BS 2071, the tensile strength of the test pieces shall be				
	not less than 12 N/mm width and the elongation at break shall be not less than 150%				
	when tested in accordance with 6.4.1.				
6.5	Other material specific requirements	1			
6.5.1	Tension set for rubber hot water bottles	Pass			
	When determined in accordance with Annex G, the tension set shall be not more				
	than 20% of the original length.				
6.5.2	Percentage mass change after extraction for PVC hot water bottles	N/A			
6.5.3	Creep resistance for PVC hot water bottles	N/A			

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6.6	Tear strength						
	The full thickness tear strength shall be determined in accordance with BS ISO 34-1						
	using crescent test pieces.A minimum of five pieces shall be used, unless the shape						
	of the bottle is such that five test pieces cannot be cut from it, when three paces shall						
	be used,						
	The unaged full thickness tear strength shall have a minimum value of not less than						
	that shown in Table2.						
	Table 2 Full thickness tear strength						
	Rubber hot water bottles PVC hot water bottles						
	80N	60N					
7	Marking		Pass				
8	Informative labelling		Pass				
9	Packaging		N/A				

Note:

N/A=Not applicable;

8. Migration of certain elements ¹⁰

Test Method:

Extractable Chromium(VI): With reference to BS EN 71-3:2019+A1:2021, analysis was performed by IC-ICP-MS.

Extractable Chromium(III): With reference to BS EN 71-3:2019+A1:2021, calculated by subtracting the Chromium (VI) concentration from the total chromium concentration.

Other Elements: With reference to BS EN 71-3:2019+A1:2021, analysis was performed by ICP-MS. Extractable Organic Tin: With reference to BS EN 71-3:2019+A1:2021, analysis was performed by GC-MS.

Test Item(s)	Unit	MDL	Result				Category	
			1#▲	2#▲	3#	4#	5#	III
Extractable Lead (Pb)	mg/kg	10	N.D.	N.D.	N.D.	N.D.	N.D.	23
Extractable Antimony (Sb)	mg/kg	10	N.D.	N.D.	N.D.	N.D.	N.D.	560
Extractable Arsenic (As)	mg/kg	10	N.D.	N.D.	N.D.	N.D.	N.D.	47
Extractable Barium (Ba)	mg/kg	50	N.D.	N.D.	N.D.	N.D.	N.D.	18750
Extractable Cadmium (Cd)	mg/kg	10	N.D.	N.D.	N.D.	N.D.	N.D.	17
Extractable Chromium (III) (Cr III)	mg/kg	5	N.D.	N.D.	N.D.	N.D.	N.D.	460
Extractable Chromium (VI)(Cr VI)	mg/kg	0.05	N.D.	N.D.	N.D.	N.D.	N.D.	0.053

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Extractable Mercury (Hg)	mg/kg	10	N.D.	N.D.	N.D.	N.D.	N.D.	94
Extractable Selenium (Se)	mg/kg	10	N.D.	N.D.	N.D.	N.D.	N.D.	460
Extractable Boron (B)	mg/kg	50	N.D.	N.D.	N.D.	N.D.	N.D.	15000
Extractable Cobalt (Co)	mg/kg	10	N.D.	N.D.	N.D.	N.D.	N.D.	130
Extractable Manganese (Mn)	mg/kg	50	N.D.	N.D.	N.D.	N.D.	N.D.	15000
Extractable Strontium (Sr)	mg/kg	50	N.D.	N.D.	N.D.	N.D.	N.D.	56000
Extractable Tin (Sn)	mg/kg	5	N.D.	N.D.	N.D.	N.D.	N.D.	180000
Extractable Zinc (Zn)	mg/kg	50	N.D.	N.D.	N.D.	113	N.D.	46000
Extractable Copper (Cu)	mg/kg	50	N.D.	N.D.	N.D.	N.D.	N.D.	7700
Extractable Aluminum (Al)	mg/kg	50	N.D.	N.D.	N.D.	N.D.	N.D.	28130
Extractable Nickel (Ni)	mg/kg	10	N.D.	N.D.	N.D.	N.D.	N.D.	930
Extractable Organic Tin	mg/kg	0.02	N.D.	N.D.	N.D.	N.D.	N.D.	12

Limited Value for migration of certain elements:

Test Item(s)	Unit	Limited Value****				
rest item(s)	Offic	Category I	Category II	Category III		
Extractable Lead (Pb)	mg/kg	2.0	0.5	23		
Extractable Antimony (Sb)	mg/kg	45	11.3	560		
Extractable Arsenic (As)	mg/kg	3.8	0.9	47		
Extractable Barium (Ba)	mg/kg	1500	375	18750		
Extractable Cadmium (Cd)	mg/kg	1.3	0.3	17		
Extractable Chromium (III) (Cr III)	mg/kg	37.5	9.4	460		
Extractable Chromium (VI) (Cr VI)	mg/kg	0.02	0.005	0.053		
Extractable Mercury (Hg)	mg/kg	7.5	1.9	94		
Extractable Selenium (Se)	mg/kg	37.5	9.4	460		
Extractable Boron (B)	mg/kg	1200	300	15000		
Extractable Cobalt (Co)	mg/kg	10.5	2.6	130		
Extractable Manganese (Mn)	mg/kg	1200	300	15000		
Extractable Strontium (Sr)	mg/kg	4500	1125	56000		
Extractable Tin (Sn)	mg/kg	15000	3750	180000		
Extractable Zinc (Zn)	mg/kg	3750	938	46000		

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Extractable Copper (Cu)	mg/kg	622.5	156	7700
Extractable Aluminum (AI)	mg/kg	2250	560	28130
Extractable Nickel (Ni)	mg/kg	75	18.8	930
Extractable Organic Tin	mg/kg	0.9	0.2	12

Remark: ***** The Limited value is based on European Directive 2009/48/EC and its subsequent amendments and BS EN 71-3:2019+A1:2021, Toys (Safety) Regulations 2011.

Category I: Dry, brittle, powder-like or pliable materials

Category II: Liquid or sticky materials Category III: Scrapped-off materials

Note: 1) MDL = Method Detection Limit.

- 2) N.D. = Not detected, less than MDL.
- 3) "---" = Not Regulated.
- 4) % = Percentage by weight.
- 5) As the client required, the sample was tested in mixture.
- 6) [△]These tests were conducted from the rest sample, and the test period was Apr. 23, 2024 to Apr. 26, 2024.
- 7) These tests were conducted from the rest sample, and the test period was May. 08, 2024 to May. 11, 2024.

Test Part Description:

1# Red yarn bag with colorful pattern

2# Blue wool bag with colorful pattern

3# White PP cover

4# Beige rubber bag

5# Beige plastic neck

6# Hot water bottle

****** To be continued *******

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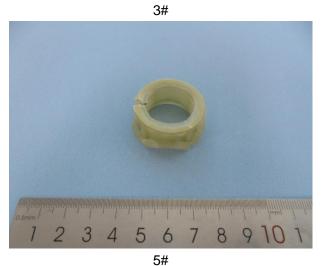
SAMPLE PHOTOS





1 2 3 4 5 6 7 8 9 10







******* To be continued *******

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PRODUCT PHOTO



****** END OF REPORT *******

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GENERAL CONDITIONS OF SERVICES

STQ Testing Services Co.,Ltd. (hereinafter "STQ"), The testing or examining under the request of the customer should obey terms as follow, according to regulation of "Contract Law of the People's Republic of China" on processing and undertaking contract, our company have legal right of termination without any reason and have the right to accept or refuse testing or examining request:

- 1. STQ only acts for the person or body originating the instructions (the "Clients"). No other party is entitled to give instructions, particularly on the scope of testing or delivery of report or certificate, unless authorized by the Clients.
- 2. The delivery and return fee of the samples which need to do testing at STQ should be paied by the client. STQ will not bear the responsibility for the testing error that is caused by transporting, packaging and labelling.
- 3. Sample recycling: when the testing or examining is finished, the customer should recycle the sample. Within 30 days after issuing of testing report, if the customer could not recycle the sample or send notification of sample recycling in written (for example, if the sample belongs to consumables, toxic drugs, dangerous goods and other items that are not suitable for long-term storage, such as semi-finished products and fragile samples such as liquids and powders, the retention period will be shortened to 7 days). After the retention period,STQ has the right to dispose of the sample arbitrarily without paying compensation or compensation to the customer and take no responsibility for the consequences that damages the customer's trade secrets and intellectual property rights due to the loss of the sample.
- 4. The Clients shall always comply with the following before or during STQ providing its services:
- a) provide sample(s) and relevant data, at the same time, guarantee the consistence of the sample(s) name they declared with the sample(s) or the goods provided. Otherwise, STQ will not bear any relevant responsibilities;
- b) giving timely instructions and adequate information to enable STQ to perform the services effectively;
- c) supply, when requested by STQ, any equipment and personnel for the performance of the services;
- d) take all necessary steps to eliminate or remedy any obstruction in the performance of the services;
- e) inform STQ in advance of any hazards or dangers, actual or potential, associated with any order of samples or testing;
- f) provide all necessary access for STQ's representative to enable the required services to be performed effectively;
- g) ensure all essential steps are taken for safety of working conditions, sites and installations during the performance of services;
- h) fully discharge all its liabilities under any contract like sales contract with a third party, whether or not a report or certificate has been issued by STQ, failing which STQ shall be under no obligation to the Clients.
- 5. Subject to STQ's accepting the Client's instructions, STQ will issue reports or certificates which reflect statements of opinion made with due care within the scope of instructions but STQ is not obliged to report upon any facts outside the instructions, if there were any dissidence about the report or certificate, the Client should provide the written declaration to STQ within 15 days after the date receiving the report or certificate, otherwise, STQ will not hear the case after the date limit.
- 6. STQ is irrevocably authorized by the Clients to deliver at its discretion the report or the certificate to any third party when instructed by the Clients or where it implicitly follows from circumstances, trade custom, usage or practice as determined by STQ.
- 7. A test report will be issued in confidence to the Clients and it will be strictly treated as such by STQ. It may not be reproduced either in its entirety or in part and it may not be used for advertising or other unauthorized purposes without the written consent of STQ. The Clients to whom the Report is issued may, however, show or send it, or a certified copy thereof prepared by STQ, to his customer, supplier or other persons directly concerned. STQ will not, without the consent of the Clients, enter into any discussion or correspondence with any third party concerning the contents of the report unless required by the relevant governmental authorities, laws or court orders.
- 8. Applicants wishing to use STQ's reports in court proceedings or arbitration shall inform STQ to that effect prior to submitting the sample for testing.
- 9. The report will refer only to the sample tested and will not apply to the bulk, unless the sampling has been carried out by STQ and is stated as such in the Report. Also, the report is only for reference.
- 10. Any documents containing engagements between the Clients and third parties like contracts of sale, letters of credit, bills of lading, etc. are regarded as information for STQ only and do not affect the scope of the services or the obligations accepted by STQ.
- 11. If the Clients do not specify the methods/standards to be applied, STQ will choose the appropriate ones and further information regarding the methods can be obtained by direct contact with STQ, for the in—house method, STQ will only provide the summary.
- 12. No liability shall be incurred by and no claim shall be made against STQ or its servants, agents, employees or independent contractors in respect of any loss or damage to any such materials, equipment and property occurring whilst at STQ or any work places in which the testing is carried out, or in the course of transit to or from STQ or the said work places, whether or not resulting from any acts, neglect or default on the part of any such servants, agents, employees or independent contractors of STQ.
- 13. STQ will not be liable, or accept responsibility for any loss or damage howsoever arising from the use of information contained in any of its reports or in any communication whatsoever about its said tests or investigations.
- 14. Except for term 11 and term 12, if the test sample is damaged due to the negligence of STQ, the total compensation for loss and damage to the sample or loss to the customer shall not exceed twice of the test service fee.
- 15. In the event of STQ prevented by any cause outside STQ's control from performing any service for which an order has been given or an agreement made, the Clients shall pay to STQ:
- a) the amount of all abortive expenditure actually made or incurred;

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b) a proportion of the agreed fee or commission equal to the proportion (if any) of the service actually carried out by STQ, and STQ shall be relieved of all responsibility whatsoever for the partial or total non—performance of the required service.

- 16. STQ shall be discharged from all liabilities for all claims for loss, damage or expense unless suit is brought within one calendar year after the date of the performance by STQ of the service relating to the claim or in the event of any alleged non—performance within one year of the date when such service should have been completed.
- 17. The Clients acknowledge that STQ does not, either by entering into a contract or by performing service, assume or undertake to discharge any duty of the Clients to any other persons. STQ is neither an insurer nor a guarantor and disclaims all liability in such capacity.
- 18. The Clients shall hold harmless and indemnify STQ and its officers, employees, agents or independent contractors against all claims made by any third party for loss, damage or expense of whatsoever nature including reasonable legal expenses relating to the performance or non- performance of any services to the extent that the aggregate of any such claims relating to any one service exceed the limits mentioned in Clause 13.
- 19. Any unauthorized alteration, forgery or falsification of the content or appearance of the report/certificate is unlawful and offenders may be prosecuted to the fullest extent of the law; in the event of improper use of the report, STQ reserves the right to withdraw it, and to adopt any other measures which may be appropriate.
- 20. Samples are deposited with and accepted by STQ on the basis that either they are insured by the Clients or the Clients assumes entire responsibility for loss through fire, theft, burglary or for damages arising in the course of analysis or handling, without recourse whatsoever to STQ or its servants, agent, employees or independent contractors.
- 21. If the requirements of the Clients require the analysis of samples by the Clients' or any third party's laboratory, STQ will only convey the result of the analysis without responsibility for its accuracy. If STQ is only able to witness an analysis by the Clients' or any third Party's laboratory STQ will only confirm that the correct sample has been analyzed without responsibility for the accuracy of any analysis or results.
- 22. In the event of any unforeseen additional time or costs being incurred in the course of carrying out any of its services, STQ shall be entitled to charge the Clients additional fees to reflect the additional time and costs incurred.
- 23. All rights (including but not limited to copyright) in any reports, certificates or other materials produced by STQ in the course of providing its services shall remain vested in STQ.
- 24. Unless otherwise agreed in written, payment should be arranged within 10 days after the invoice date or the debit note date. If the payment is overdue, the overdue penalty shall be calculated at 1‰ per day of the unpaid part till the actual payment date. All expenses, costs and losses incurred by STQ as a result of collecting or claiming the fees owed shall be borne by the customer, including but not limited to attorney fees, litigation fees, preservation fees, preservation guarantee fees, travel expenses, etc.
- 25. Test results may be transmitted by electronic means at the Client's request. However, it should be noted that electronic transmission cannot guarantee the information contained will not be lost, delayed or intercepted by third party. STQ is not liable for any disclosure, error or omission in the content of such messages as a result of electronic transmission.
- 26. If necessary, STQ may subcontract part of or all tests to competent subcontractors. If no objection is raised at the time of the Clients submitting the application, STQ shall assume the Client's approval.
- 27. This report/certificate does not relieve sellers/suppliers from their contractual responsibility with regards to the quality/quantity of this delivery nor does it prejudice the Client's right to claim towards sellers/suppliers for compensation for any apparent and/or hidden defects not detected during STQ's random inspection or testing or audit.
- 28. The testing data and result(s) in this reportis(are) just for scientific research, education, internal quality control and product development etc.
- 29. STQ reserves the right to include Special Conditions in addition to the foregoing General Conditions if warranted by the particular circumstances of the required test or investigation [this clause is only effective when the other party has been informed].
- 30. The foregoing General Conditions shall in all respects be governed, construed, interpreted and operated in accordance with the relevant Chinese laws and regulations. Unless otherwise agreed, the arbitration shall take place in P. R. C
- 31. These General Condition have been drafted in Chinese and may be translated into other languages. In the event of any discrepancy, the Chinese version shall prevail.
- 32. In general sample will be stored for 30 days. But for liquid, powder, etc semi-product & fragile product, it will be stored for 15 days after the report is issued.

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