

Reference No.: SZ2023010550-1R1E Date: Jan. 31, 2023 Page No.: 1 of 16

Client: Zhejiang Yuan YI Children Products Co., Ltd.

(Inside Yong jia Huanran Garment Co., Ltd.), Bali Village, Qiaoxia Town, Yongjia Address:

County, Wenzhou City, Zhejiang Province, CHINA

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

Name of Product: Rocking horse Test Model: YYR2818

Model May Cover: /

Main Material: **HDPE** 

Supplier: Zhejiang Yuan YI Children Products Co., Ltd.

Buyer:

Labeled Age Grading: 1~5 years

Applicant's Specified

1~5 years

Age Group for Testing:

Age Grading for Test: 1~5 years

Sample Received: Jan. 12, 2023

Jan. 12, 2023 - Jan. 30, 2023 Test Period:

Test Specification and Conclusion:

Please refer to next page

THIS REPORT IS TO SUPERSEDE TEST REPORT SZ2023010550-1E.

Prepared By :

**David Chen Testing Engineer**  Reviewed By:

**Dora Cheng Reporter Supervisor**  Issued B

Lab Manager



STQ Testing Services Co., Ltd.

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Add.: Building 1, 15 Yinzhu Road, High-new district, Suzhou, China 215129



Reference No. : SZ2023010550-1R1E Date : Jan. 31, 2023 Page No.: 2 of 16

Test Request	Conclusion
Mechanical and physical hazards according to ASTM F963-2017	PASS
Tracking label-Section 103 of consumer product safety improvement act of	DACC
2008, Section 14(a)(5) of the Consumer Product Safety Act	PASS
Flammability according to ASTM F963-2017	PASS
Physical & Mechanical test requirements of Title 16 PART 1500, Code	PASS
of Federal Regulations, Chapter II – Consumer Products Safety	
Commission of U.S.A.	
Small Parts- 16 PART 1501	PASS
Soluble Heavy Metal according to Standard Consumer Safety Specification for	PASS
Toy Safety-ASTM F963-2017	
Total Lead Content according to Standard Consumer Safety Specification for Toy	PASS
Safety-ASTM F963-2017	
Total Lead content according to Consumer Product Safety Improvement Act of	PASS
2008, CPSIA section 101(a)(2).	
Phthalates content according to Consumer Product Safety Improvement Act of	PASS
2008, CPSIA section 108	

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

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Reference No. : SZ2023010550-1R1E Date : Jan. 31, 2023 Page No.: 3 of 16

### **TEST RESULTS:**

Mechanical and physical hazards -ASTM F963-2017

Continu	Decarintian	Result
Section	Description	1#
4.1	Material Quality	PASS
4.2.5.4)	Total Lead	No Surface Coating
4.3.5.1)	Soluble Heavy Metal	No Surface Coating
4252	Total Lead	PASS (see page 10)
4.3.5.2	Soluble Heavy Metal	PASS (see page 9)
4.3.7	Stuffing Materials – Visual Inspection	N/A
4.5	Sound-Producing Toys	N/A
4.6	Small Objects	PASS
4.7	Accessible Edges	PASS
4.8	Projections	N/A
4.9	Accessible Points	PASS
4.10	Wires and Rods	N/A
4.11	Nails and Fasteners	N/A
4.12	Plastic Film	N/A
4.13	Folding Mechanisms and Hinges	N/A
4.14	Cords, Straps and Elastics	N/A
4.15	Stability and Over-Load Requirements	PASS
4.16	Confined Spaces	N/A
4.17	Wheels, Tires, and Axles	N/A
4.18	Holes Clearances, and Accessibility of Mechanisms	N/A
4.19	Simulated Protective Devices	N/A
4.20	Pacifiers	N/A
4.21	Projectile Toys	N/A
4.22	Teethers and Teething Toys	N/A

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Reference No. : SZ2023010550-1R1E Date : Jan. 31, 2023 Page No.: 4 of 16

Section	Description	Result	
Section	Description	1#	
4.23	Rattles	N/A	
4.24	Squeeze Toys	N/A	
4.25	Battery-Operated Toys (exclude section 4.25.10 Battery-powered ride-on toys)	N/A	
4.26	Toys Intended to be Attached to a Crib or Playpen	N/A	
4.27	Stuffed and Beanbag-Type Toys	N/A	
4.28	Stroller and Carriage Toys	N/A	
4.30	Toy Gun Marking	N/A	
4.31	Balloons	N/A	
4.32	Certain Toys with Spherical Ends	N/A	
4.33	Marbles	N/A	
4.34	Balls	N/A	
4.35	Pompoms	N/A	
4.36	Hemispheric-Shaped Objects	N/A	
4.37	Yo Yo Elastic Tether Toys	N/A	
4.38	Magnets	N/A	
4.39	Jaw Entrapment in Handles and Steering Wheels	N/A	
4.40	Expanding Materials	N/A	
4.41	Toy Chests	N/A	

### Labeling and Instructional Literature Requirement

Section	Decemention	Result	
	Description	1#	
5	Labeling Requirements		
5.1	Federal Government Requirements	PASS	
5.2	Age Grading Labeling	PASS	
5.3	Safety Labeling Requirements	N/A	
5.4	Aquatic Toys	N/A	
5.5	Crib and Playpen Toys	N/A	

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Reference No. : SZ2023010550-1R1E Date : Jan. 31, 2023 Page No.: 5 of 16

Co office	Decement in a	Result		
Section	Description	1#		
5.6	Mobiles	N/A		
5.7	Stroller and Carriage Toys	N/A		
5.8	Toys Intended to be Assembled by an Adult	N/A		
5.9	Simulated Protective Devices	N/A		
5.10	Toys with Functional Sharp Edges and Sharp Points	N/A		
5.11	Small Objects, Small Balls, Marbles and Balloons (16 CFR 1500.19)	N/A		
5.12	Toy Caps (16 CFR 1500.86 for Required Labeling)	N/A		
5.13	Art Materials (16 CFR 1500.14(b)(8))	N/A		
5.14	Electric Toys	N/A		
5.15	Battery-Operated Toys	N/A		
5.15.1	Battery-Powered Ride-On Toys	N/A		
5.16	Promotional Materials	N/A		
5.17	Magnets	N/A		

Section	Deposition	Result	
Section	Description	1#	
6	Instructional Literature		
6.1	Definition and Description	PASS	
6.2	Crib and Playpen Toys	N/A	
6.3	Mobiles	N/A	
6.4	Toys Intended to be Assembled by an Adult	N/A	
6.5	Battery-Operated Toys	N/A	
6.6	Battery-Powered Ride-On Toys	N/A	
6.7	Toys in contact with Food	N/A	
6.8	Toy Chests	N/A	
7	Producer's Markings	·	
7.1	Producer's Name and Address	PASS	
7.2	Battery-Powered Ride-on Toys	N/A	

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Reference No. : SZ2023010550-1R1E Date : Jan. 31, 2023 Page No.: 6 of 16

7.3 Toy Chests N/A

Castian	Description	Result
Section	Description	1#
8.5	Normal Use Testing	MEET
8.6	Abuse Testing	MEET
8.7	Impact Tests	MEET
8.8	Torque Tests for Removal of Components	MEET
8.9	Tension Test for Removal of Components	MEET
8.10	Compression Test	N/A
8.11	Tests for Tire Removal and Snap-in Wheel and Axle Assembly Removal	N/A
8.12	Flexure Test	N/A
8.13	Test Methods for Mouth-Actuated Toys and Mouth-Actuated Projectile Toys	N/A
8.14	Projectiles	N/A
8.15	Test for Stability of Ride-On Toys or Toy Seats	MEET
8.16	Pompoms are subjected to the torque test	N/A
8.17	Stalled Motor Test for Battery-Operated Toys	N/A
8.18	Tests for Battery-Powered Ride-on Toys	N/A
8.19	Test for Toys that Contain Secondary Cells or Batteries	N/A
8.20	Tests for Toys Which Produce Noise	N/A
8.21	Dynamic Strength Test for Wheeled Ride-on Toys	N/A
8.22	Plastic Film Thickness	N/A
8.23	Test for Loops and Cords	N/A
8.24	Yo Yo Elastic Tether Toy Test Methods	N/A
8.25	Magnet Test Methods	N/A
8.26	Test Methods for Locking Mechanisms or Other Means	N/A
8.27	Tests for Toy Chest Lids and Closures	N/A
8.28	Test for Overload of Ride-On Toys and Toy Seats	MEET
8.29	Stuffing Materials Evaluation	N/A
8.30	Expanding Materials	N/A

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Reference No. : SZ2023010550-1R1E Date : Jan. 31, 2023 Page No.: 7 of 16

# Consumer product safety improvement act of 2008-Sec.103, Consumer Product Safety Act-14(a)(5)

Section	Description	Result 1#
CPSIA	Tracking labels for children's products	
Section103,CPSA		PASS
Section14(a)(5)		

#### **Flammability**

Section	Description	Description	
		1#	
	A5.Flammability Testing Procedure for Solids and Soft		
	Toys		
	Remarks:		
	The result of burn rate: <0.1in./s		
	Note:	PASS	
4.2	The burn rate of all samples should be less than 0.1 in./s		
	(all styles of) the toy sample (and its accessories) was/were		
	tested, and the result only showed the failed/most severe burn		
	rate.		
	A6. Flammability testing procedure for fabrics	N/A	

#### Remark:

#1: CPSC reserves the right to proceed if such burn rate may result in the product's causing substantial personal injury or substantial illness, as the burn rate is greater than 0.10 in./s and less than 0.15 in./s.

- DNI = Did Not Ignite
- IBE = Ignite But Self-Extinguished

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

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Reference No. : SZ2023010550-1R1E Date : Jan. 31, 2023 Page No.: 8 of 16

Physical & Mechanical test requirements of Title 16 PART 1500,Code of Federal Regulations, Chapter II – Consumer Products Safety Commission of U.S.A.

	Test Results	
16 CFR 1500.48	Technical requirements for determining a sharp point in toys and other articles intended for use by children under 8 years of age	MEET
16 CFR 1500.49	Technical requirements for determining a sharp metal or glass edge in toys and other articles intended for use by children under 8 years of age	MEET
16 CFR 1500.50	Test methods for simulating use and abuse of toys and other articles intended for use by children	MEET
16 CFR 1500.51	Test methods for simulating use and abuse of toys and other articles intended for use by children 18 months of age or less	MEET <sup>△</sup>
16 CFR 1500.52	Test methods for simulating use and abuse of toys and other articles intended for use by children 18 but not over 36 months of age	MEET <sup>△</sup>
16 CFR 1500.53	Test methods for simulating use and abuse of toys and other articles intended for use by children over 36 but not over 96 months of age	MEET <sup>△</sup>
16 CFR 1501	Method for identifying toys and other articles intended for use by children under 3years of age which present choking aspiration or ingestion hazards because of small parts	MEET
16 CFR 1510	Requirements for rattles	N/A
16 CFR 1511	Requirements for pacifiers	N/A
16 CFR 1500.19	Misbranded toys and other articles intended for use by children	N/A
16 CFR 1500.121	-	MEET

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Reference No.: SZ2023010550-1R1E Date: Jan. 31, 2023 Page No.: 9 of 16

#### Small Parts- 16 PART 1501<sup>Δ</sup>

16 CFR 1501	Method for identifying toys and other articles intended	
	for use by children under 3years of age which present	DACC
	choking aspiration or ingestion hazards because of	PASS
	small parts	

#### ASTM F963-2017 4.3.5.2-Soluble Heavy Metal

**Test Method:** With reference to ASTM F963-2017 Sample was extracted by dilute hydrochloric acid, Analysis was performed by ICP-AES.

Test Items	MDL (mg/kg)	Test Results (mg/kg)				Limited Value*
	(mg/kg)	2#	3#	4#	5#	(mg/kg)
Soluble As	5	N.D.	N.D.	N.D.	N.D.	25
Soluble Cr	5	N.D.	N.D.	N.D.	N.D.	60
Soluble Ba	5	N.D.	N.D.	N.D.	N.D.	1000
Soluble Se	5	N.D.	N.D.	N.D.	N.D.	500
Soluble Sb	5	N.D.	N.D.	N.D.	N.D.	60
Soluble Cd	5	N.D.	N.D.	N.D.	N.D.	75
Soluble Hg	5	N.D.	N.D.	N.D.	N.D.	60
Soluble Pb	5	N.D.	N.D.	N.D.	N.D.	90

Test Items	Test Items MDL (mg/kg)		T	Limited Value* (mg/kg)			
	(ilig/kg)	6#	7#	8#	9#	10#▲	(ilig/kg)
Soluble As	5	N.D.	N.D.	N.D.	N.D.	N.D.	25
Soluble Cr	5	N.D.	N.D.	N.D.	N.D.	N.D.	60
Soluble Ba	5	N.D.	N.D.	N.D.	N.D.	N.D.	1000
Soluble Se	5	N.D.	N.D.	N.D.	N.D.	N.D.	500
Soluble Sb	5	N.D.	N.D.	N.D.	N.D.	N.D.	60
Soluble Cd	5	N.D.	N.D.	N.D.	N.D.	N.D.	75
Soluble Hg	5	N.D.	N.D.	N.D.	N.D.	N.D.	60

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Reference No.: SZ2023010550-1R1E Date: Jan. 31, 2023 Page No.: 10 of 16

Soluble Pb   5   N.D.   N.D.   N.D.   N.D.   90
---

**Remark:** \*The limited value is based on ASTM F963-2017 Standard Consumer Safety Specification for Toy Safety.

#### **ASTM F963-2017 4.3.5.2-Total Lead Content**

**Test Method:** With reference to ASTM F963-2017 sample was digested in acid, Analysis was performed by ICP-AES.

Test Item	MDL (mg/kg)	Test Results (mg/kg)				Limited Value** (mg/kg)
	(ilig/kg)	10#▲	11#▲	12#▲	13#▲	(ilig/kg)
Total Lead	10	N.D.	N.D.	N.D.	N.D.	100

**Remark:** \*\*The limited value is based on Consumer Product Safety Improvement Act of 2008, CPSIA section 101(a)(2) and ASTM F963-2017.

#### **Total Lead Content**

Test Method: With reference to CPSC-CH-E1002-08.3-2012, Analysis was performed by ICP-AES.

Test Item	MDL (mg/kg)	Test Results (mg/kg)				Limited Value*** (mg/kg)
	(ilig/kg)	10#▲	11^#	12#▲	13#▲	(ilig/kg)
Total Lead	10	N.D.	N.D.	N.D.	N.D.	100

**Remark:** \*\*\* The Limited value is based on Consumer Product Safety Improvement Act of 2008, CPSIA section 101(a)(2).

#### **CPSIA** section 108-Phthalates Content

Test Method: With reference to CPSC-CH-C1001-09.4(2018), Analysis was performed by GC-MS.

Test Items	CAS No.	MDL (%)	Test Results (%)	Limited Value****
		(70)	11#▲	(%)
Di(2-ethylhexyl) phthalate (DEHP)	117-81-7	0.005	N.D.	0.1
Dibutyl phthalate (DBP)	84-74-2	0.005	N.D.	0.1
Benzyl butyl phthalate (BBP)	85-68-7	0.005	N.D.	0.1
Di-iso-nonylphthalate (DINP)	28553-12-0	0.005	N.D.	0.1
Diisobutyl phthalate (DIBP)	84-69-5	0.005	N.D.	0.1
Dicyclohexyl phthalate(DCHP)	84-61-7	0.005	N.D.	0.1
Di-n-pentyl phthalate(DPENP/DPP)	131-18-0	0.005	N.D.	0.1
Di-n-hexyl phthalate(DHEXP/DnHP)	84-75-3	0.005	N.D.	0.1

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Reference No. : SZ2023010550-1R1E Date : Jan. 31, 2023 Page No.: 11 of 16

**Remark:** \*\*\*\*The Limited value is based on Consumer Product Safety Improvement Act of 2008, CPSIA section 108.

**Note:** 1) MDL = Method Detection Limit.

- 2) N.D. = Not detected, less than MDL.
- 3) N/A= Not Applicable.
- 4) N/R=The test item was not required according to Client's Requirement.
- 5) As the client required, the sample was tested in mixture.
- 6) <sup>△</sup>These tests were conducted from the rest sample, and the test period was Jan. 30, 2023 to Jan. 30, 2023

#### **Test Part Description:**

1# Rocking horse2# White plastic body(A1)3# Gray plastic base plate(A1)4# Light blue plastic body(A2)5# Yellow plastic wheel(A2)6# Blue plastic base plate(A2)

7# Pink plastic body(A3)

8# Red plastic base plate(A2)

9# Purple red plastic wheel(A3)

10# Transparent plastic with black printing stickers(A3)

11# White plastic body(A1) + Light blue plastic body(A2) + Yellow plastic wheel(A2)

12# Gray plastic base plate(A1) + Yellow plastic wheel(A2) + Blue plastic base plate(A2)

13# Red plastic base plate(A3) + Purple red plastic wheel(A3)

#### PRODUCT PHOTOS





A1 A2

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Date: Jan. 31, 2023 Reference No.: SZ2023010550-1R1E Page No.: 12 of 16



А3

Company: Zhejiang Yuan YI Children Products Co., Ltd.

Address: (Inside Yong jia Huanran Garment Co., Ltd.), Bali Village, Qiaoxia

Town, Yongjia County, Wenzhou City, Zhejiang Province, CHINA

Date of Manufacture: 3/2023

Country of Origin: Zhejiang, China

Recommend for children 1-5Y

#### Label



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Reference No.: SZ2023010550-1R1E Date: Jan. 31, 2023 Page No.: 13 of 16

# Rocking Horse

Manufacturer: Zhejiang Yuan YI Children Products Co., Ltd. Manufacturer Address: (Inside Yong jia Huanran Garment Co., Ltd.),Bali Village, Qiaoxia Town, Yongjia County, Wenzhou City, Zhejiang

Province, CHINA

Product Name: Rocking Horse Model: YYR2818 Suitable Age Range: 1-5 Years Weight Limit: 50KGS MEAS:: 76\*28\*44CM G.W: 3.5 KGS N.W: 2.5 KGS

Batch (Date of Production): 20230301

76\*28\*44 MEAS(cm)

G.W: 3.5 KGS N.W: 2.5 KGS

Information about the manufacturer		
Name:	Zhejiang Yuan Yl Children Products Co., Ltd.	
Address:	(Inside Yong jia Huanran Garment Co., Ltd.),Bali Village, Qiaoxia Town, Yongjia County, Wenzhou City, Zhejiang Province,CHINA	
After-sales service E-mail:	hope_oriental@163.com	

Product information		
Name:	rocking horse	
Model No.:	YYR2818	
Trademark:		

UK AR Information for UK representatives		
Name:	UK CROSSBORDER LIMITED	
Address:	7 Bell Yard London WC2A 2JR,UK United Kingdom	
E-mail:	uk-crossborder@outlook.com	

EC REP Information for EU representatives			
Name:	BRIGHT STAR CONSULTING		
Address:	Humboldtstr.5, 31812 Bad Pyrmont Germany		
E-mail:	utaundnico@hotmail.com		
E-mail:	utaundnico@hotmail.com		















#### **WARNING**

- Protective equipment should be worn.
   Not to be used in traffic.
- Adult assembly required.

   Adult supervision is necessary.
- ADVERTENCIA
- Se debe usar equipo de protección.
   No usar en el tráfico.
   Montaje por un adulto requerido.
   Se requiere supervisión de un adulto.

## A NOTA BENE

- Indossare dispositivi di protezione.
   Non usare come veicolo
   Assemblaggio adulto richiesto.
   Supervisione di un adulto durante l'utilizzo.

#### A AVERTISSEMENT

- Un équipement de protection doit être porté.
   Ne pas utiliser dans la circulation.
   Assemblage par un adulte requis.
   Supervision d'un adulte nécessaire.

#### ACHTUNG

- Schutzausrüstung sollte getragen werden.
   Darf nicht im Straßenverkehr verwendet werden.
   Montage durch Erwachsene erforderlich.
   Beaufsichtigung durch Erwachsene erforderlich.

76\*28\*44 MEAS(cm)

(G.W: 3.5 KGS) N.W: 2.5 KGS

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Reference No.: SZ2023010550-1R1E Date: Jan. 31, 2023 Page No.: 14 of 16

PRODUCT NAME: QTY: 1 PCS

ROCKING HORSE N.W.: 2.5 KGS

ITEM NO.:YYR2818 G.W.: 3.5 KGS

MEAS: 76\*28\*44CM

**MADE IN CHINA** 

#### **REFERENCE PHOTO**

The photos were submitted by the client, only for reference.



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

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Reference No.: SZ2023010550-1R1E Date: Jan. 31, 2023 Page No.: 15 of 16

#### 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;
- 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.

STQ Testing Services Co., Ltd.

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Technical service: <u>TS@stq-cert.com</u> Customer service: <u>CS@stq-cert.com</u>



Reference No. : SZ2023010550-1R1E Date : Jan. 31, 2023 Page No.: 16 of 16

- 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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