

**Report No.:** Q00184023-1

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**Client:** Fenghua Jinxing Wood Products Manufacture Co., Ltd.  
Bizhu Village, Xikou Town, Ningbo City, Zhejiang Province, 315521 China.

**Supplier's name:** N/A

**Test item(s):** Toy

**Identification / Model No(s):** Child swings ;  
Plastic baby swing  
Details please refer to page 3  
JXS-3035, JXS-3004;JXS-3002

**Sample Receiving Date:** 2012-11-08 & 2012-11-15 & 2013-04-09

**Testing Period:** 2012-11-08 – 2012-11-13 & 2012-11-15 – 2012-11-20 & 2013-04-09 – 2013-04-11

**Test specification:**

Please refer to page 2

**Test result:**

Please refer to page 2

**Other information:**

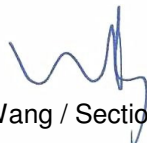
**JSX-3035 & JSX-3004:**

The provided age grade of the items : Over 3 years of age.  
The appropriate age grade of the items : Over 3 years of age.  
The items were tested over 3 years of age.

**JXS-3002:**

The provided age grade of the item: For all ages.  
The appropriate age grade of the item: For all ages.  
The item was tested for all ages.

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



2013-04-16

Wice Wang / Section Manager

Date

Name/Position

*Test result is drawn according to the kind and extent of tests performed.  
This test report relates to the a. m. test sample. Without permission of the test center this test report is not permitted to be duplicated in extracts. This test report does not entitle to carry any safety mark on this or similar products.*

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**Test specification:***2 PfG S 0026 Requirement:*

EN 71 Part 1: 2011 Mechanical and physical properties

2009/48/EC CE Marking

2009/48/EC Labeling Requirement

(Importer / Manufacturer Mark, Product Identification, Washing / Cleaning instruction)

EN 71 Part 2: 2011 Flammability

EN 71 Part 8: 2011 Activity toys for domestic use

Polycyclic aromatic hydrocarbons (PAHs)

Phthalates

Total Lead Content

Formaldehyde content (EN 717-3 :1996)

Flame retardants content (PBBS, PBDES)

Resistance To Artificial Saliva And Sweat

Softeners screening

**Test result:**

Pass

Pass

Please refer to test page

Pass

Pass

Pass

Pass

Pass

Pass

Pass

Pass

Pass

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**Material list**

<b>Material No.</b>	<b>Material</b>	<b>Color</b>	<b>Location</b>
1	Plastic	Dark green	Seat
2	Plastic	Brown	Rope
3	Plastic	Black	Connector
4	Wood board	Nature	Seat
5	Plastic	Black	"8" shape adjuster
6	Print + Plastic	Black/red/transparent	Packaging
7	Plastic	Light green	Seat
8	Plastic	Orange	"T-bar" of seat
9	Plastic	Black	Buckle
10	Plastic	White	Tape
11	Whole product	Multi-color	Child swings(JXS-3004)
12	Whole product	Multi-color	Child swings(JXS-3035)
13	Whole product	Multi-color	Child swings(JXS-3002)
13'	Whole product	Multi-color	Child swings(JXS-3002), Overworked sample provided on 2013-04-09

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**EN 71 Part 1: 2011 Mechanical and physical properties**

		Test no.	1
		Material no.	11,12
<b>4</b>	<b>General requirements</b>		
4.1	Material cleanliness		N/A
4.2	Assembly		N/A
4.7	Edges		N/A
4.8	Points and metallic wires		N/A
<b>5</b>	<b>Toys intended for children under 36 months</b>		N/A
<b>6</b>	<b>Packaging</b>		P
<b>7</b>	<b>Warnings, markings and instructions for use</b>		N/A

		Test no.	2
		Material no.	13'
<b>4</b>	<b>General requirements</b>		
4.1	Material cleanliness		N/A
4.2	Assembly		N/A
4.7	Edges		N/A
4.8	Points and metallic wires		N/A
<b>5</b>	<b>Toys intended for children under 36 months</b>		
5.1	General requirements		P
<b>6</b>	<b>Packaging</b>		P
<b>7</b>	<b>Warnings, markings and instructions for use</b>		N/A

N.B.: Only applicable clauses were shown.

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**2009/48/EC CE Marking**

	Test no.	1
	Material no.	11,12,13'
CE-marking		P

**Abbreviation:**

P = PASS

**2009/48/EC Labeling Requirement**
**(Importer/ Manufacturer Mark, Product Identification, Washing/ Cleaning instruction)**

	Test no.	1
	Material no.	11,12
Importer/ Manufacturer Mark (European Company name and address) <sup>+</sup>		Absent
Product Identification – type, batch, serial or model number <sup>+</sup>		Absent
Washing/ Cleaning instruction <sup>^</sup>		NA
Food package		NA
User limitations		NA
Instruction of Hygiene		NA

	Test no.	2
	Material no.	13'
Importer/ Manufacturer Mark (European Company name and address) <sup>+</sup>		Present (On Package)
Product Identification – type, batch, serial or model number <sup>+</sup>		Absent
Washing/ Cleaning instruction <sup>^</sup>		NA
Food package		NA
User limitations		NA
Instruction of Hygiene		NA

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**Remark:**

- \*1 Only the English version and German version of the marking and instructions were assessed. According to the standard, instruction and other texts required by the standard should be written in the official language(s) of the country in which the product is to be sold.
- + These labeling shall be indicated on the toy, or where that is not possible, on its packaging or in a documents accompanying the toys.  
  
correct adherence to all requirements according to directive 2009/48/EC in regards to the marking (name or trademark and contact address of the manufacturer respectively the marking for identification [type, batch, model or serial no.])of the toy can only be confirmed by the manufacturer, his delegate or the person who brings it onto the market. The marked article were assessed, however, they can not be evaluated in the frame of this test.
- ^ According to Directive 2009/48/EC, a toy intended for use by children under 36 months must be designed and manufactured in such a way that it can be cleaned. A textile toy shall, to this end, be washable, except if it contains a mechanism that may be damaged if soak washed. The toy shall fulfill the safety requirements also after having been cleaned in accordance with this point and the manufacturer's instructions.

**Abbreviation:** N/A = Not Applicable  
P = PASS

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EN 71 Part 2: 2011 Flammability

	Test no.	1
	Material no.	11,12,13'
4.1	General	P

N.B.: Only applicable clauses were shown.

**Abbreviation:** P = PASS

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**EN 71 – 8: 2011 Activity toys for domestic use**

		Test no.	1
		Material no.	11,12,13'
<b>4</b>	<b>Requirements</b>		
4.1	General		P
4.3	Entrapment		P
4.6	Swings		P
<b>5</b>	<b>Warnings, markings, and instructions</b>		
5.1	Warnings and markings		P
5.2	Assembly and installation instructions		P
5.3	Maintenance		P

N.B.: Only applicable clauses were shown.

**Abbreviation:** P = PASS



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**Polycyclic aromatic hydrocarbons (PAHs)**
**Test Method:** ZEK 01.4-08

**Test result**

			Test No.	1	2	3
			Material No.:	1+5	2	3
Parameter	CAS No.	Unit	RL	Result	Result	Result
Acenaphthene	83-32-9	mg/kg	0.2	n.d.	n.d.	n.d.
Acenaphthylene	208-96-8	mg/kg	0.2	n.d.	n.d.	n.d.
Anthracene	120-12-7	mg/kg	0.2	n.d.	n.d.	n.d.
Benzo[a]anthracene	56-55-3	mg/kg	0.2	n.d.	n.d.	n.d.
Benzo[a]pyrene(BaP)	50-32-8	mg/kg	0.2	n.d.	n.d.	n.d.
Benzo[b]fluoranthene	205-99-2	mg/kg	0.2	n.d.	n.d.	n.d.
Benzo[k]fluoranthene	207-08-9	mg/kg	0.2	n.d.	n.d.	n.d.
Benzo[j]fluoranthene	205-82-3	mg/kg	0.2	n.d.	n.d.	n.d.
Benzo[g,h,i]perylene	191-24-2	mg/kg	0.2	n.d.	n.d.	n.d.
Benzo[e]pyrene	192-97-2	mg/kg	0.2	n.d.	n.d.	n.d.
Chrysene	218-01-9	mg/kg	0.2	n.d.	n.d.	n.d.
Dibenzo[a,h]anthracene	53-70-3	mg/kg	0.2	n.d.	n.d.	n.d.
Fluoranthene	206-44-0	mg/kg	0.2	0.2	n.d.	n.d.
Fluorene	86-73-7	mg/kg	0.2	n.d.	n.d.	n.d.
Indeno[1,2,3-cd]pyrene	193-39-5	mg/kg	0.2	n.d.	n.d.	n.d.
Naphthalene	91-20-3	mg/kg	0.2	n.d.	n.d.	n.d.
Phenanthrene	85-01-8	mg/kg	0.2	0.3	n.d.	n.d.
Pyrene	129-00-0	mg/kg	0.2	0.3	n.d.	n.d.
Sum PAHs	NA	mg/kg	NA	0.8	n.d.	n.d.
Category	NA	NA	NA	2	1	2
Limit of Benzo[a]pyrene(BaP)	50-32-8	mg/kg	NA	1	<0.2	1
Limit of Sum PAHs	NA	mg/kg	NA	10	<0.2	10
Conclusion				<b>Pass</b>	<b>Pass</b>	<b>Pass</b>

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			Test No.	4	5	6
			Material No.:	7	8	9
Parameter	CAS No.	Unit	RL	Result	Result	Result
Acenaphthene	83-32-9	mg/kg	0.2	n.d.	n.d.	n.d.
Acenaphthylene	208-96-8	mg/kg	0.2	n.d.	n.d.	n.d.
Anthracene	120-12-7	mg/kg	0.2	n.d.	n.d.	n.d.
Benzo[a]anthracene	56-55-3	mg/kg	0.2	n.d.	n.d.	n.d.
Benzo[a]pyrene(BaP)	50-32-8	mg/kg	0.2	n.d.	n.d.	n.d.
Benzo[b]fluoranthene	205-99-2	mg/kg	0.2	n.d.	n.d.	n.d.
Benzo[k]fluoranthene	207-08-9	mg/kg	0.2	n.d.	n.d.	n.d.
Benzo[j]fluoranthene	205-82-3	mg/kg	0.2	n.d.	n.d.	n.d.
Benzo[g,h,i]perylene	191-24-2	mg/kg	0.2	n.d.	n.d.	n.d.
Benzo[e]pyrene	192-97-2	mg/kg	0.2	n.d.	n.d.	n.d.
Chrysene	218-01-9	mg/kg	0.2	n.d.	n.d.	n.d.
Dibenzo[a,h]anthracene	53-70-3	mg/kg	0.2	n.d.	n.d.	n.d.
Fluoranthene	206-44-0	mg/kg	0.2	n.d.	n.d.	0.2
Fluorene	86-73-7	mg/kg	0.2	n.d.	n.d.	n.d.
Indeno[1,2,3-cd]pyrene	193-39-5	mg/kg	0.2	n.d.	n.d.	n.d.
Naphthalene	91-20-3	mg/kg	0.2	n.d.	n.d.	0.2
Phenanthrene	85-01-8	mg/kg	0.2	n.d.	n.d.	0.8
Pyrene	129-00-0	mg/kg	0.2	n.d.	n.d.	0.3
Sum PAHs	NA	mg/kg	NA	n.d.	n.d.	1.5
Category	NA	NA	NA	1	1	1
Limit of Benzo[a]pyrene(BaP)	50-32-8	mg/kg	NA	<0.2	<0.2	<0.2
Limit of Sum PAHs	NA	mg/kg	NA	<0.2	<0.2	<0.2
Conclusion				<b>Pass</b>	<b>Pass</b>	<b>Not assessable*<sup>1</sup></b>

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			Test No.	7
			Material No.:	10
Parameter	CAS No.	Unit	RL	Result
Acenaphthene	83-32-9	mg/kg	0.2	n.d.
Acenaphthylene	208-96-8	mg/kg	0.2	n.d.
Anthracene	120-12-7	mg/kg	0.2	n.d.
Benzo[a]anthracene	56-55-3	mg/kg	0.2	n.d.
Benzo[a]pyrene(BaP)	50-32-8	mg/kg	0.2	n.d.
Benzo[b]fluoranthene	205-99-2	mg/kg	0.2	n.d.
Benzo[k]fluoranthene	207-08-9	mg/kg	0.2	n.d.
Benzo[j]fluoranthene	205-82-3	mg/kg	0.2	n.d.
Benzo[g,h,i]perylene	191-24-2	mg/kg	0.2	n.d.
Benzo[e]pyrene	192-97-2	mg/kg	0.2	n.d.
Chrysene	218-01-9	mg/kg	0.2	n.d.
Dibenzo[a,h]anthracene	53-70-3	mg/kg	0.2	n.d.
Fluoranthene	206-44-0	mg/kg	0.2	0.4
Fluorene	86-73-7	mg/kg	0.2	n.d.
Indeno[1,2,3-cd]pyrene	193-39-5	mg/kg	0.2	n.d.
Naphthalene	91-20-3	mg/kg	0.2	n.d.
Phenanthrene	85-01-8	mg/kg	0.2	1.0
Pyrene	129-00-0	mg/kg	0.2	0.3
Sum PAHs	NA	mg/kg	NA	1.7
Category	NA	NA	NA	1
Limit of Benzo[a]pyrene(BaP)	50-32-8	mg/kg	NA	<0.2
Limit of Sum PAHs	NA	mg/kg	NA	<0.2
Conclusion				<b>Not assessable*<sup>1</sup></b>

**Abbreviation:** n.d. = not detected (< Reporting Limit)

RL = Reporting Limit

NA = Not Applicable

mg/kg = milligram per kilogram

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**Remark:**

\* Single components with an amount of <0.2 mg/kg were not considered by the calculation of the sum. In the case of all 18 PAHs according to ZEK 01.4-08 were not detected, the result is stated n.d.

\*\* PAH maximum permissible limits requirement from the GS-Mark Approval

Parameter	Category 1	Category 2	Category 3
	Materials intended to be put into the mouth, or toy materials for children aged <36 months with intended skin contact	Materials, which is not falling into Cat. 1, with foreseeable skin contact longer than 30 seconds (long-term skin contact)	Materials, which is not falling into Cat. 1 or Cat. 2, with foreseeable skin contact up to 30 seconds (short-term skin contact)
Benzo[a]pyrene [mg/kg]	< 0.2	1	20
Sum 18 PAH (ZEK 01.4-08) [mg/kg]	< 0.2	10	200

Limit: Specific evaluation required according to type of foreseeable use.

\*1. In the case that the limit of category 1 is exceeded, but fall within the limit of category 2, the proof of suitability for food contact or mucous membrane of the oral cavity contact can be given with an additional specific migration testing of the PAH components according to DIN EN1186ff. and § 64 LFGB 80.30-1 (German Food and Feed Code). The results have to be evaluated according to food law principles.

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**18 Polycyclic Aromatic Hydrocarbons (PAHs)\_migration test**

Test method : The migratory behaviour is according to EN 1186ff and Directives 2002/72/EC and 82/711/EEC. Deviating to the regulations the following tests were performed as orientating single tests. The following simulation solvents and test conditions were stipulated:

Requirement : ZEK 01.4-08

Food simulant	Test duration/temperature
95% ethanol	20°C/ 1H

Parameter	CAS No.	Unit	9	10
<b>Sum of listed PAHs</b>	--	mg/kg	ND (Pass)*2	ND (Pass)*2
Naphthalene	91-20-3	mg/kg	ND	ND
Acenaphthylene	208-96-8	mg/kg	ND	ND
Acenaphthene	83-32-9	mg/kg	ND	ND
Fluorene	86-73-7	mg/kg	ND	ND
Phenanthrene	85-01-8	mg/kg	ND	ND
Anthracene	120-12-7	mg/kg	ND	ND
Fluoranthene	206-44-0	mg/kg	ND	ND
Pyrene	129-00-0	mg/kg	ND	ND
Chrysene	218-01-9	mg/kg	ND	ND
Benz(a)anthracene	56-55-3	mg/kg	ND	ND
Benzo(b)fluoranthene	205-99-2	mg/kg	ND	ND
Benzo(k)fluoranthene	207-08-9	mg/kg	ND	ND
<b>Benzo(a)pyrene</b>	<b>50-32-8</b>	mg/kg	ND	ND
Indeno(1,2,3-cd)pyrene	193-39-5	mg/kg	ND	ND
Dibenzo(a,h)anthracene	53-70-3	mg/kg	ND	ND
Benzo(g,h,i)perylene	191-24-2	mg/kg	ND	ND
Benzo[j]fluoranthene	205-82-3	mg/kg	ND	ND
Benzo[e]pyrene	192-97-2	mg/kg	ND	ND
Summary to requirement in ZEK 01.4-08			Pass	Pass

Remark:

\*1 "mg/kg" denotes milligram per kilogram

\*2 In the case of all 18 PAH were not detected, the result is stated ND. (not detected, less than 0.01 mg/kg simulant ).  
Single components with an amount of < 0,01 mg/kg were not considered by the calculation of the sum.

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**Phthalates****Test method:** Organic solvent extraction, analyzed by GCMS**Test result**

Parameter	CAS No.	Unit	RL	Test No.	1	2
				Material No.	2+3	1+5+10
				2 PfG S 0026 Requirement	Result	Result
Diisobutyl phthalate (DIBP)	84-69-5	%	0.005	0.1	n.d.	n.d.
Diphenyl phthalate (DPhP)	84-62-8	%	0.005	0.1	n.d.	n.d.
Conclusion					Pass	Pass

Parameter	CAS No.	Unit	RL	Test No.	3
				Material No.	7+8+9
				2 PfG S 0026 Requirement	Result
Diisobutyl phthalate (DIBP)	84-69-5	%	0.005	0.1	n.d.
Diphenyl phthalate (DPhP)	84-62-8	%	0.005	0.1	n.d.
Conclusion					Pass

**Abbreviation:** n.d. = not detected (< Reporting Limit)

RL = Reporting Limit

NA = Not Applicable

% = percentage

**Remark:**

\*1 Single components with an amount of <0.005% were not considered by the calculation of the sum.  
In the case of both 2 Phthalates were not detected, the result is stated n.d.

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**Total Lead Content****Test method:** Acid digestion, analyzed by ICP-OES / AAS**Test result**

Test No.	Material No.	Test Parameter	Unit	RL	2 PfG S 0026 Requirement	Test Result	Conclusion
1	2+3	Lead Content	mg/kg	10	90	n.d.	Pass
2	1+5+10	Lead Content	mg/kg	10	90	n.d.	Pass
3	7+8+9	Lead Content	mg/kg	10	90	26	Pass

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

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**Formaldehyde content (EN 717-3 :1996)**
**Test Method** : with reference to EN717-3:1996 and the duration/ template is 24 hours/40°C

**Test result**

Test No.	Material No.	Formaldehyde Content (mg/kg)			2 PfG S 0026 Requirement	Moisture content (%)	Conclusion
		RL : 10					
		Trial 1	Trial 2	Mean			
1	4	n.d.	n.d.	n.d.	110	7.0	Pass

**Abbreviation :** n.d. = not detected (< Reporting Limit)  
 RL = Reporting Limit  
 mg/kg = milligram per kilogram  
 % = percentage  
 kg/m<sup>3</sup> = kilogram per cubic metre

**Remarks:**

\*1. The sample was packed in polyethylene bag and wrapped by aluminum foil prior to test.



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**Flame retardants content (PBBS, PBDES)**
**Test method:** Organic solvent extraction, analyzed by GCMS & LCMS

**Test result**

			Test No.		1	2
			Material No.:		2+3	1+5
Parameter	CAS No.	Unit	RL	2 PfG S 0026 Requirement	Result	Result
Polybrominated biphenyles (PBB)	59536-65-1	mg/kg	5	10	n.d.	n.d.
Pentabromodiphenylether (pentaBDE)	32534-81-9	mg/kg	5	10	n.d.	n.d.
Conclusion					PASS	PASS

			Test No.		3	4
			Material No.:		7	8
Parameter	CAS No.	Unit	RL	2 PfG S 0026 Requirement	Result	Result
Polybrominated biphenyles (PBB)	59536-65-1	mg/kg	5	10	n.d.	n.d.
Pentabromodiphenylether (pentaBDE)	32534-81-9	mg/kg	5	10	n.d.	n.d.
Conclusion					PASS	PASS

			Test No.		5
			Material No.:		9+10
Parameter	CAS No.	Unit	RL	2 PfG S 0026 Requirement	Result
Polybrominated biphenyles (PBB)	59536-65-1	mg/kg	5	10	n.d.
Pentabromodiphenylether (pentaBDE)	32534-81-9	mg/kg	5	10	n.d.
Conclusion					PASS

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**Resistance To Artificial Saliva And Sweat**

Test method : DIN 53160-1/2:2010

	7	8	<u>Requirement</u>
Colour staining			5
- artificial saliva	5	5	
- artificial sweat	5	5	

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**Softeners screening\***

Test method: Organic solvent extraction, analyzed by GC-MS

Material No			7
Selected Softener	CAS no.	Reporting Limit (%)	Results (%)
Dimethylphthalate (DMP)	131-11-3	0.01	<0.01
Diethylphthalate (DEP)	84-66-2	0.01	<0.01
Diallylphthalate	131-17-9	0.01	<0.01
Di-n-Propylphthalate	131-16-8	0.01	<0.01
Bis-(2-methoxyethyl) phthalate	117-82-8	0.01	<0.01
Diisobutylphthalate (DIBP)	84-69-5	0.01	<0.01
Dibutylphthalate (DBP)	84-74-2	0.01	<0.01
Benzylbutylphthalat (BBP)	85-68-7	0.01	<0.01
Butyl-i-butylphthalate	7851-53-5	0.01	<0.01
Di-n-pentylphthalate	131-18-0	0.01	<0.01
Di-iso-pentylphthalate	42925-80-4	0.01	<0.01
Pentyl-iso-pentylphthalate		0.01	<0.01
Di-n-Hexylphthalate	84-75-3	0.01	<0.01
Di-(2-butoxyethyl)phthalate	117-83-9	0.01	<0.01
Dicyclohexylphthalate	84-61-7	0.01	<0.01
Di-iso-heptylphthalate (DIHeP)	90937-19-2/ 71888-89-6	0.01	<0.01
Di-Heptylphthalate	3648-21-3	0.01	<0.01
Diethylhexylphthalate (DEHP)	117-81-7	0.01	<0.01
Di-iso-octylphthalate (DIOP)	27554-26-3	0.01	<0.01
Di-n-Octylphthalate	117-84-0	0.01	<0.01
n-Octyl-n-Decylphthalate	119-07-3	0.01	<0.01
Diisononyladipate (DINA)	33703-08-1	0.01	<0.01
Diisononylphthalate (DINP)	28533-12-0	0.01	<0.01
Di-n-Nonylphthalate	84-76-4	0.01	<0.01
Bis-(3,5,5-trimethylhexyl) phthalate	58033-90-2	0.01	<0.01
Diisodecylphthalate (DIDP)	68515-49-1/ 26761-40-0	0.01	<0.01
Di-n-Decylphthalate	84-77-5	0.01	<0.01

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Material No			7
Selected Softener	CAS no.	Reporting Limit (%)	Results (%)
Di-iso-undecylphthalate (DIUP)	96507-86-7	0.01	<0.01
Di-n-Undecylphthalate	3648-20-2	0.01	<0.01
Dimethyladipate	627-93-0	0.01	<0.01
Dibutyladipate	105-99-7	0.01	<0.01
Bis(2-butoxyethyl)adipate	141-18-4	0.01	<0.01
DEH adipate (DEHA)	103-23-1	0.01	<0.01
Di(2-(2-butoxyethoxy)ethyl) adipate	141-17-3	0.01	<0.01
Dicapryladipate	105-97-5/108-63-4	0.01	<0.01
Diisodecyladipate	27178-16-1	0.01	<0.01
Butylbenzoate	136-60-7	0.01	<0.01
Di-n-butylmaleate	105-76-0	0.01	<0.01
Di-(2-ethylhexyl)maleate	142-16-5	0.01	<0.01
2-Ethylhexyldiphenylphosphate	1241-94-7	0.01	<0.01
Triphenylphosphate	115-86-6	0.01	<0.01
Tri-o-cresylphosphate	1330-78-5	0.01	<0.01
Tri-m-cresylphosphate	563-04-2	0.01	<0.01
Tri-p-cresylphosphate	78-32-0	0.01	<0.01
Butylstearate	123-95-5	0.01	<0.01
Stearylstearate	2778-96-3	0.01	<0.01
Trimethylpentandiol-diisobutyrate (TXIB)	6846-50-0	0.01	<0.01
Acetyltributylcitrate (ATBC)	77-90-7	0.01	<0.01
Diethylhexylterephthalate (DEHT)	6422-86-2	0.01	<0.01
Hexamoll (DINCH)	166412-78-8	0.01	<0.01
Tri(ethylhexyl)trimellitat (TOTM)	3319-31-1	0.01	<0.01
Di(ethylen glycol)dibenzoate (DEGDB)	120-55-8	0.01	<0.01
Di(propylen glycol)dibenzoate (DPGDB)	27138-31-4	0.01	<0.01
LG FLEX BET	610787-76-3	0.01	<0.01
LG FLEX EBN	610787-77-4	0.01	<0.01
Mesamoll	91082-17-6	0.01	<0.01
Di-2propyl-heptylphthalates (DPHP)	53306-54-0	0.01	<0.01
Other detected Softeners	-	n.d.	n.d.

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Abbreviation: n.d. = Not Detected  
< denotes less than

**Remark:**

1. According to 2PFG S0026, viewed are only the values  $\geq 0.1\%$

\* = The test was subcontracted to other labs.

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Sample Photo:



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- END -



# General Terms and Conditions of Business of TÜV Rheinland in Greater China

1. **Scope**
    - 1.1 These General Terms and Conditions of Business of TÜV Rheinland in Greater China is made between the client and one or more member entities of TÜV Rheinland in Greater China as applicable as the case may be ("TÜV Rheinland").
    - 1.2 The following terms and conditions apply to agreed services including consultancy services, information, deliveries and similar services as well as ancillary services and other secondary obligations provided within the scope of contract performance.
    - 1.3 Any other standard terms and conditions of the client of any nature shall not apply and shall hereby be expressly excluded. No standard contractual terms and conditions of the client shall form part of the contract even if TÜV Rheinland does not explicitly object to them.
  2. **Quotations**

Unless otherwise agreed, all quotations submitted by TÜV Rheinland can be changed by TÜV Rheinland without notice prior to its acceptance and confirmation by the other party.
  3. **Coming into effect and duration of contracts**
    - 3.1 The contract shall come into effect for the agreed terms upon the quotation letter of TÜV Rheinland or a separate contractual document being signed by both contracting parties, or upon the works requested by the client being carried out by TÜV Rheinland. If the client instructs TÜV Rheinland without receiving a quotation from TÜV Rheinland (quotation), TÜV Rheinland is, in its sole discretion, entitled to accept the order by giving written notice of such acceptance (including notice sent via electronic means) or by performing the requested services.
    - 3.2 The contract term starts upon the coming into effect of the contract in accordance with article 3.1 and shall continue for the term agreed in the contract.
    - 3.3 If the contract provides for an extension of the contract term, the contract term will be extended by the term provided for in the contract unless terminated in writing by either party with a six-week notice prior to the end of the contractual term.
  4. **Scope of services**
    - 4.1 The scope of the services shall be decided solely by a unanimous declaration issued by both parties. If no such declaration exists, then the written confirmation of order by TÜV Rheinland shall be decisive.
    - 4.2 The agreed services shall be performed in compliance with the regulations in force at the time the contract is entered into.
    - 4.3 TÜV Rheinland is entitled to determine (in its sole discretion) the method and nature of the assessment unless otherwise agreed in writing or if mandatory provisions require a specific procedure to be followed.
    - 4.4 On execution of the work there shall be no simultaneous assumption of any guarantee of the correctness (proper quality) and working order of either tested or examined parts nor of the installation as a whole and its upstream and/or downstream processes, organisations, use and application in accordance with regulations, nor of the systems on which the installation is based. In particular, TÜV Rheinland shall assume no responsibility for the construction, selection of materials and assembly of installations examined, nor for their use and application in accordance with regulations unless these questions are expressly covered by the contract.
    - 4.5 In the case of inspection work, TÜV Rheinland shall not be responsible for the accuracy or checking of the safety programmes or safety regulations on which the inspections are based, unless otherwise expressly agreed in writing.
  5. **Performance periods/dates**
    - 5.1 The contractually agreed periods/dates of performance are based on estimates of the work involved which are prepared in line with the details provided by the client. They shall only be binding if being confirmed as binding by TÜV Rheinland in writing.
    - 5.2 If binding periods of performance have been agreed, these periods shall not commence until the client has submitted all required documents to TÜV Rheinland.
    - 5.3 Articles 5.1 and 5.2 also apply, even without express approval by the client, to all extensions of agreed periods/dates of performance not caused by TÜV Rheinland.
  6. **The client's obligation to cooperate**
    - 6.1 The client shall guarantee that all cooperation required on its part, its agents or third parties will be provided in good time and at no cost to TÜV Rheinland.
    - 6.2 Design documents, supplies, auxiliary staff, etc. necessary for performance of the services shall be made available free of charge by the client. Moreover, collaborative action of the client must be undertaken in accordance with legal provisions, standards, safety regulations and accident prevention instructions.
    - 6.3 The client shall bear any additional cost incurred on account of work having to be redone or being delayed as a result of late, incorrect or incomplete information provided by or lack of proper cooperation from the client. Even where a fixed or maximum price is agreed, TÜV Rheinland shall be entitled to charge extra fees for such additional expense.
  7. **Invoicing of work**
    - 7.1 If the scope of performance is not laid down in writing when the order is placed, invoicing shall be based on costs actually incurred. If no price is agreed in writing, invoicing shall be made in accordance with the TÜV Rheinland price list valid at the time of performance.
    - 7.2 Unless otherwise agreed, work shall be invoiced according to the progress of the work.
    - 7.3 If the execution of an order extends over more than one month and the value of the contract or the agreed fixed price exceeds €2,500.00, TÜV Rheinland may demand payments on account or in instalments.
  8. **Payment terms**
    - 8.1 All invoice amounts shall be due for payment without deduction on receipt of the invoice. No discounts shall be granted.
    - 8.2 Payments shall be made to the bank account of TÜV Rheinland as indicated on the invoice, stating the invoice and customer numbers.
    - 8.3 In cases of default of payment, TÜV Rheinland shall be entitled to claim default interest at a rate of 8% above the base interest rate publicly announced by the central bank of the country where TÜV Rheinland is located. At the same time, TÜV Rheinland reserves the right to claim further damages.
  - 8.4 Should the client default in payment of the invoice despite being granted a reasonable grace period, TÜV Rheinland shall be entitled to cancel the contract, withdraw the certificate, claim damages for non-performance and refuse to continue performance of the contract.
  - 8.5 The provisions set forth in article 8.4 shall also apply in cases involving returned cheques, cessation of payment, commencement of insolvency proceedings against the client's assets or cases in which the commencement of insolvency proceedings has been dismissed due to lack of assets.
  - 8.6 Objections to the invoices of TÜV Rheinland shall be submitted in writing within two weeks of receipt of the invoice.
  - 8.7 TÜV Rheinland shall be entitled to demand appropriate advance payments.
  - 8.8 TÜV Rheinland shall be entitled to raise its fees at the beginning of a month if overheads and/or purchase costs have increased. In this case, TÜV Rheinland shall notify the client in writing of the rise in fees. This notification shall be issued one month prior to the date on which the rise in fees shall come into effect (period of notice of changes in fees). If the rise in fees remains under 5% per contractual year, the client shall not have the right to terminate the contract. If the rise in fees exceeds 5% per contractual year, the client shall be entitled to terminate the contract by the end of the period of notice of changes in fees. If the contract is not terminated, the changed fees shall be deemed to have been agreed upon by the time of the expiry of the notice period.
  - 8.9 Only legally established and undisputed claims may be offset against claims by TÜV Rheinland.
9. **Acceptance**
    - 9.1 Any part of the work ordered which is complete in itself may be presented by TÜV Rheinland for acceptance as an instalment. The client shall be obliged to accept it immediately.
    - 9.2 If the client fails to fulfil its acceptance obligation immediately, acceptance shall be deemed to have taken place 4 calendar weeks after completion of the work provided that TÜV Rheinland has specifically made the client aware of the aforementioned deadline upon completion of the work.
  10. **Confidentiality**
    - 10.1 For the purpose of these terms and conditions, "confidential information" means all information, documents, images, drawings, know-how, data, samples and project documentation which one party (the "disclosing party") hands over, transfers or otherwise discloses to the other party (the "receiving party"). Confidential information also includes paper copies and electronic copies of such information.
    - 10.2 The disclosing party shall mark all confidential information disclosed in written form as confidential before passing it onto the receiving party. The same applies to confidential information transmitted by e-mail. If confidential information is disclosed orally, the receiving party shall be appropriately informed in advance and the disclosing party shall confirm in writing the confidentiality nature of the information within five working days of oral disclosure. Where the disclosing party fails to do so within the stipulated period, the receiving party shall not take any confidentiality obligations hereunder towards such information.
    - 10.3 All confidential information which the disclosing party transmits or otherwise discloses to the receiving party during performance of work by TÜV Rheinland:
      - a) may only be used by the receiving party for the purposes of performing the contract, unless expressly otherwise agreed in writing by the disclosing party;
      - b) may not be copied, distributed, published or otherwise disclosed by the receiving party, unless this is necessary for fulfilling the purpose of the contract or TÜV Rheinland is required to pass on confidential information, inspection reports or documentation to the authorities or third parties that are involved in the performance of the contract;
      - c) must be treated by the receiving party with the same level of confidentiality as the receiving party uses to protect its own confidential information, but never with a lesser level of confidentiality than that which is reasonably required.
    - 10.4 The receiving party may disclose any confidential information received from the disclosing party only to those of its employees who need this information to perform the services required for the contract. The receiving party undertakes to oblige these employees to observe the same level of secrecy as set forth in this confidentiality clause.
    - 10.5 Information for which the receiving party can furnish proof that:
      - a) it was generally known at the time of disclosure or has become general knowledge without violation of this confidentiality clause by the receiving party; or
      - b) it was disclosed to the receiving party by a third party entitled to disclose this information; or
      - c) the receiving party already possessed this information prior to disclosure by the disclosing party; or
      - d) the receiving party developed it itself, irrespective of disclosure by the disclosing party,shall not be deemed to constitute "confidential information" as defined in this confidentiality clause.
    - 10.6 All confidential information shall remain the property of the disclosing party. The receiving party hereby agrees to immediately (i) return all confidential information, including all copies, to the disclosing party, and/or, (ii) on request by the disclosing party, to destroy all confidential information, including all copies, and confirm the destruction of this confidential information to the disclosing party in writing, at any time if so requested by the disclosing party but at the latest and without special request after termination or expiry of the contract. This does not extend to include reports and certificates prepared for the client solely for the purpose of fulfilling the obligations under the contract, which shall remain with the client. However, TÜV Rheinland is entitled to make file copies of such reports, certificates and confidential information that forms the basis for preparing these reports and certificates in order to evidence the correctness of its results and for general documentation purposes.
    - 10.7 From the start of the contract and for a period of three years after termination or expiry of the contract, the receiving party shall maintain strict secrecy of all confidential information and
11. **Copyrights**
  - 11.1 TÜV Rheinland shall retain all exclusive copyrights in the expert reports, test results, calculations, presentations etc. prepared by TÜV Rheinland.
  - 11.2 The client may only use such expert reports, test results, calculations, presentations etc. prepared within the scope of the contract for the contractually agreed purpose.
  - 11.3 The client may use test reports, test results, expert reports, etc. only complete and unshortened. Any publication or duplication for advertising purposes needs the prior written approval of TÜV Rheinland.
12. **Liability of TÜV Rheinland**
  - 12.1 Irrespective of the legal basis, in the event of a breach of contractual obligations or tort, the liability of TÜV Rheinland for all damages, losses and reimbursement of expenses caused by TÜV Rheinland, its legal representatives and/or employees shall be limited to: (i) in the case of a contract with a fixed overall fee, three times the overall fee for the entire contract; (ii) in the case of a contract for annually recurring services, the agreed annual fee; (iii) in the case of a contract expressly charged on a time and material basis, a maximum of 20,000 Euro; and (iv) in the case of a framework agreement that provides for the possibility of placing individual orders, three times of the fee for the individual order under which the damages or losses have occurred. In any event, the maximum liability of TÜV Rheinland is limited to 2.5 Million Euro.
  - 12.2 The limitation of liability according to article 12.1 above shall not apply to damages and/or losses caused by malice, intent or gross negligence on the part of TÜV Rheinland or its vicarious agents. Such limitation shall not apply to damages for a person's death, physical injury or illness.
  - 12.3 In cases involving a fundamental breach of contract, TÜV Rheinland will be liable even where minor negligence is involved. For this purpose, a "fundamental breach" is breach of a material contractual obligation, the performance of which permits the due performance of the contract. Any claim for damages for a fundamental breach of contract shall be limited to the amount of damage reasonably foreseen as a possible consequence of such breach of contract at the time of the breach (reasonably foreseeable damages), unless any of the circumstances described in article 12.2 applies.
  - 12.4 TÜV Rheinland shall not be liable for the acts of the personnel made available by the client to support TÜV Rheinland in the performance of its services under the contract, unless such personnel made available is regarded as vicarious agent of TÜV Rheinland. If TÜV Rheinland is not liable for the acts of the personnel made available by the client under the foregoing provision, the client shall indemnify TÜV Rheinland against any claims made by third parties arising from or in connection with such personnel's acts.
  - 12.5 The limitation periods for claims for damages shall be based on statutory provisions.
  - 12.6 None of the provisions of this article 12 changes the burden of proof to the disadvantage of the client.
13. **Partial invalidity, written form, place of jurisdiction and dispute resolution**
  - 13.1 All amendments and supplements must be in writing in order to be effective. This also applies to amendments and supplements to this clause 13.1.
  - 13.2 Should one or several of the provisions under the contract and/or these terms and conditions be or become ineffective, the contracting parties shall replace the invalid provision with a legally valid provision that comes closest to the content of the invalid provision in legal and commercial terms.
  - 13.4 Unless otherwise stipulated in the contract, the governing law of the contract and these terms and conditions shall be chosen following the rules as below:
    - a) if the contracting TÜV Rheinland entity is legally registered and existing in Mainland China, the contracting parties hereby agree that the contract and these terms and conditions shall be governed by the laws of the People's Republic of China.
    - b) if the contracting TÜV Rheinland entity is legally registered and existing in the Republic of China, the contracting parties hereby agree that the contract and these terms and conditions shall be governed by the laws of the Republic of China.
    - c) if the contracting TÜV Rheinland entity is legally registered and existing in Hong Kong, the contracting parties hereby agree that the contract and these terms and conditions shall be governed by the laws of Hong Kong.
  - 13.5 Any dispute in connection with the contract and these terms and conditions or the execution thereof shall be settled friendly through negotiations.

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