

测试报告编号 /

Test Report No.:

**180248301a 001**

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客户:

**Client:**

联系方式:

**Contact Information:**

买家名称:

Buyer's name:

制造商名称:

**Manufacturer's name:**

联系方式:

**Contact Information:**

测试样品/型号:

Identification / Model No(s):

送样方式:

Sample Obtaining method:

样品接收情况

Deliver condition

样品收到日期:

Sample Receiving date:

样品编号:

Test Sample No.:

测试周期:

Testing Period:

浙江优肯包装有限公司

ZHEJIANG UKPACK PACKAGING CO.,LTD

浙江宁波余姚低塘街道汤家闸村工业

Tangjiazha village, Ditang Street Yuyao City, Zhejiang, China 315490

无 / not available

宁波塑鼎包装有限公司

NINGBO SUREDING PACKAGING CO.,LTD

浙江省余姚市泗门镇同济路 2-2 号

2-2 TONGJI ROAD, SIMEN TOWN, YUYAO, ZHEJIANG

糖浆定量分配泵头组件 Components of Syrup dispenser pump

UKS10

果酱定量分配泵头组件 Components of Sauce dispenser pump

UKS30, UKR30, UKM30, UKFND30

客户送样

Sending by customer

外观良好, 来样符合测试要求

Apparent good, Samples tested as received

2022-12-07

A003383734-001

2022-12-08 – 2022-12-21



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**测试说明 / Test specification:**

样品的测试结果符合以下标准的相关基本要求 / *The test results of the samples are in compliance with the following corresponding general requirements:*

GB 4806.7-2016 食品安全国家标准 食品接触用塑料材料及制品

GB 4806.7-2016 Chinese National Food Safety Standard for Plastic Materials and Articles

GB 4806.9-2016 食品安全国家标准 食品接触用金属材料及制品

GB 4806.9-2016 Chinese National Food Safety Standard for Metal Materials and Articles

GB 4806.5-2016 食品安全国家标准 玻璃制品

GB 4806.5-2016 Chinese National Food Safety Standard for Glass Ware

**测试结论 /  
Test conclusion:**  
合格 / PASS

**其他信息 / Other Information:**  
无 / not available

具体样品图片参看末页  
For detailed sample picture please  
refer to last page

代表莱茵技术-商检（宁波）有限公司  
For and on behalf of TÜV Rheinland / CCIC (Ningbo) Co., Ltd.



2023-01-06 梁翠 / Cui Liang / 实验室经理 / Lab Manager

日期 / Date 姓名 / Name / 职位 / Position

样品信息由客户提供。测试结果是根据性质和程度的测试。本报告仅涉及以上所提到的样品。  
没有测试中心的批准，此报告不允许额外地复制。本报告无权在此产品或类似产品上给予安全标记。

本测试报告中，描述符合性声明所应用的判定规则发布在我司官网 <https://www.tuv.com/landingpage/en/qm-gcn/>。

Sample information is provided by customer. Test result is drawn according to the kind and extent of tests performed.

This test report relates to the above mentioned 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.

"Decision Rule" document announced in our website (<https://www.tuv.com/landingpage/en/qm-gcn/>) describes the statement of conformity and its rule of enforcement for test results are applicable throughout this test report.

莱茵技术-商检（宁波）有限公司

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表明/ **食品接触 / Food contact**

Indication:

产品 / Product: 日用品, 与食品接触 / Commodity, contact with foodstuff

**测试样品描述 / Description of test specimen**

项目 / Item

- 1 糖浆定量分配泵头组件 Components of Syrup dispenser pump  
果酱定量分配泵头组件 Components of Sauce dispenser pump

**1. 材料清单 / Material List:**

样本编号 / Sample No.	材料 / Material	颜色 / Color	位置 / Location
1	塑料, PE / Plastic, PE	半透明 / Semi-transparent	参考图片 / Refer to photo
2	塑料, PE / Plastic, PE	米色 / Beige	参考图片 / Refer to photo
3	塑料, PP / Plastic, PP	半透明 / Semi-transparent	参考图片 / Refer to photo
4	塑料, PP / Plastic, PP	白色 / White	参考图片 / Refer to photo
5	塑料, PP / Plastic, PP	黑色 / Black	参考图片 / Refer to photo
6	塑料, PP / Plastic, PP	蓝色 / Blue	参考图片 / Refer to photo
7	塑料, PP / Plastic, PP	金色 / Golden	参考图片 / Refer to photo
8	塑料, PP / Plastic, PP	深蓝色 / Dark blue	参考图片 / Refer to photo
10	不锈钢 304 / Stainless steel 304	银色 / Silver	参考图片 / Refer to photo
11	玻璃 / Glass	透明 / Transparent	参考图片 / Refer to photo

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**2. 结果汇总 / Overall Results:**

测试号 / Test No.	测试项目 / Tested Item	结论 / Conclusion
1	感官测试 / Sensorial examination	合格 / PASS
2	塑料的总迁移量 / Global Migration from Plastic	合格 / PASS
3	塑料的高锰酸钾消耗量 / Consumption of Potassium Permanganate from Plastic	合格 / PASS
4	塑料的重金属迁移（以铅计） / Specific Release of Heavy Metals (Expressed as Lead) from Plastic	合格 / PASS
5	塑料的脱色试验 / Migration of Colorants from Plastic	合格 / PASS
6	感官测试 / Sensorial examination	合格 / PASS
7	金属的重金属迁移 / Specific Release of Heavy Metals from Metal	合格 / PASS
8	感官测试 / Sensorial examination	合格 / PASS
9	玻璃制品铅、镉溶出量 / Release of Cadmium and Lead from Glass Ware	合格 / PASS

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### 3. 结果 / Results

#### 3.1 感官测试 / Sensorial examination

测试方法 / GB 5009.156-2016 食品安全国家标准 食品接触材料及制品迁移试验预处理方法通则

Test method: GB 31604.1-2015 食品安全国家标准 食品接触材料及制品迁移试验通则

The test was performed with reference to GB 5009.156-2016, GB 31604.1-2015.

限值 / Limit: GB 4806.7-2016 食品安全国家标准 食品接触用塑料材料及制品

GB 4806.7-2016 Chinese National Food Safety Standard for Plastic Materials and Articles

应用以下食物模拟剂和条件 / The following food simulants and conditions were applied:

食物模拟剂 / Food simulant	测试时间 / 温度 Test duration / Temperature
4% 乙酸 / Acetic acid 4 %	10 day(s) / 40 °C
95% 乙醇 / Ethanol 95 %	10 day(s) / 40 °C
异辛烷 / Isooctane	2 day(s) / 20 °C

测试编号 / Test No.:	1	
测试样本编号 / Sample No.:	1	
参数 / Parameter:	要求 / Requirement	结果 / Result
感官 / Sensory	色泽正常, 无异臭、不洁物等 / Normal luster, no foreign odor or impurity, etc.	合格 / Pass
浸泡液 / Soaking liquid	迁移试验所得浸泡液无浑浊、沉淀、异臭等感官性的劣变 / No turbidity, precipitate or foreign odor and other sensory deterioration in soaking liquids of migration testing.	合格 / Pass

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测试样本编号 / Sample No.:	2	
<b>参数 / Parameter:</b>	<b>要求 / Requirement</b>	<b>结果 / Result</b>
感官 / Sensory	色泽正常, 无异味、不洁物等 / <i>Normal luster, no foreign odor or impurity, etc.</i>	合格 / Pass
浸泡液 / Soaking liquid	迁移试验所得浸泡液无浑浊、沉淀、异味等感官性的劣变 / <i>No turbidity, precipitate or foreign odor and other sensory deterioration in soaking liquids of migration testing.</i>	合格 / Pass

测试编号 / Test No.:	3	
测试样本编号 / Sample No.:	3	
<b>参数 / Parameter:</b>	<b>要求 / Requirement</b>	<b>结果 / Result</b>
感官 / Sensory	色泽正常, 无异味、不洁物等 / <i>Normal luster, no foreign odor or impurity, etc.</i>	合格 / Pass
浸泡液 / Soaking liquid	迁移试验所得浸泡液无浑浊、沉淀、异味等感官性的劣变 / <i>No turbidity, precipitate or foreign odor and other sensory deterioration in soaking liquids of migration testing.</i>	合格 / Pass

测试编号 / Test No.:	4	
测试样本编号 / Sample No.:	4	
<b>参数 / Parameter:</b>	<b>要求 / Requirement</b>	<b>结果 / Result</b>
感官 / Sensory	色泽正常, 无异味、不洁物等 / <i>Normal luster, no foreign odor or impurity, etc.</i>	合格 / Pass
浸泡液 / Soaking liquid	迁移试验所得浸泡液无浑浊、沉淀、异味等感官性的劣变 / <i>No turbidity, precipitate or foreign odor and other sensory deterioration in soaking liquids of migration testing.</i>	合格 / Pass

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测试编号 / Test No.:	5	
测试样本编号 / Sample No.:	5	
<b>参数 / Parameter:</b>	<b>要求 / Requirement</b>	<b>结果 / Result</b>
感官 / Sensory	色泽正常, 无异臭、不洁物等 / <i>Normal luster, no foreign odor or impurity, etc.</i>	合格 / Pass
浸泡液 / Soaking liquid	迁移试验所得浸泡液无浑浊、沉淀、异臭等感官性的劣变 / <i>No turbidity, precipitate or foreign odor and other sensory deterioration in soaking liquids of migration testing.</i>	合格 / Pass

测试编号 / Test No.:	6	
测试样本编号 / Sample No.:	6	
<b>参数 / Parameter:</b>	<b>要求 / Requirement</b>	<b>结果 / Result</b>
感官 / Sensory	色泽正常, 无异臭、不洁物等 / <i>Normal luster, no foreign odor or impurity, etc.</i>	合格 / Pass
浸泡液 / Soaking liquid	迁移试验所得浸泡液无浑浊、沉淀、异臭等感官性的劣变 / <i>No turbidity, precipitate or foreign odor and other sensory deterioration in soaking liquids of migration testing.</i>	合格 / Pass

测试编号 / Test No.:	7	
测试样本编号 / Sample No.:	7	
<b>参数 / Parameter:</b>	<b>要求 / Requirement</b>	<b>结果 / Result</b>
感官 / Sensory	色泽正常, 无异臭、不洁物等 / <i>Normal luster, no foreign odor or impurity, etc.</i>	合格 / Pass
浸泡液 / Soaking liquid	迁移试验所得浸泡液无浑浊、沉淀、异臭等感官性的劣变 / <i>No turbidity, precipitate or foreign odor and other sensory deterioration in soaking liquids of migration testing.</i>	合格 / Pass

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测试样本编号 / Sample No.:	8	
<b>参数 / Parameter:</b>	<b>要求 / Requirement</b>	<b>结果 / Result</b>
感官 / Sensory	色泽正常, 无异臭、不洁物等 / <i>Normal luster, no foreign odor or impurity, etc.</i>	合格 / Pass
浸泡液 / Soaking liquid	迁移试验所得浸泡液无浑浊、沉淀、异臭等感官性的劣变 / <i>No turbidity, precipitate or foreign odor and other sensory deterioration in soaking liquids of migration testing.</i>	合格 / Pass

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### 3.2 塑料的总迁移量 / Global Migration from Plastic

测试方法 / **GB 5009.156-2016 食品安全国家标准 食品接触材料及制品迁移试验预处理方法通则**  
**Test Method:** **GB 31604.1-2015 食品安全国家标准 食品接触材料及制品迁移试验通则**  
**GB 31604.8-2021 食品安全国家标准 食品接触材料及制品 总迁移量的测定**  
*The test was performed with reference to GB 5009.156-2016, GB 31604.1-2015 & GB 31604.8-2016.*

测试要求 / **GB 4806.7-2016 食品安全国家标准 食品接触用塑料材料及制品**  
**Limit:** **GB 4806.7-2016 Chinese National Food Safety Standard for Plastic Materials and Articles**

应用以下食物模拟剂和条件 / *The following food simulant and condition was applied:*

食品模拟物 / Food simulant	测试时间 / 温度 Test duration / Temperature
4% 乙酸 / Acetic acid 4 %	10 day(s) / 40 °C
95% 乙醇 / Ethanol 95 %	10 day(s) / 40 °C
异辛烷 / Isooctane	2 day(s) / 20 °C

测试编号 / Test No.:	1		
测试样本编号 / Material No.:	1		
迁移比率 / Migration ratio:	200 ml / 2.08 dm <sup>2</sup>		
参数 / Parameter	单位 / Unit	结果 / Result	限值 / Limit
4% 乙酸 / Acetic acid 4 %	mg/dm <sup>2</sup>	<2.0	10
95% 乙醇 / Ethanol 95 %	mg/dm <sup>2</sup>	<2.0	10
异辛烷 / Isooctane	mg/dm <sup>2</sup>	6.58	10

测试编号 / Test No.:	2		
测试样本编号 / Material No.:	2		
迁移比率 / Migration ratio:	100 ml / 0.80 dm <sup>2</sup>		
参数 / Parameter	单位 / Unit	结果 / Result	限值 / Limit
4% 乙酸 / Acetic acid 4 %	mg/dm <sup>2</sup>	2.44	10
95% 乙醇 / Ethanol 95 %	mg/dm <sup>2</sup>	<2.0	10
异辛烷 / Isooctane	mg/dm <sup>2</sup>	<2.0	10

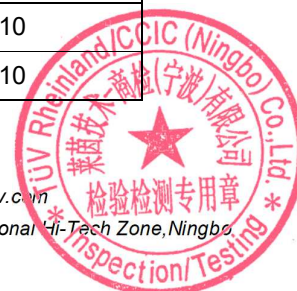
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测试编号 / Test No.:	3		
测试样本编号 / Material No.:	3		
迁移比率 / Migration ratio:	200 ml / 1.13 dm <sup>2</sup>		
<b>参数 / Parameter</b>	<b>单位 / Unit</b>	<b>结果 / Result</b>	<b>限值 / Limit</b>
4% 乙酸 / Acetic acid 4 %	mg/dm <sup>2</sup>	<2.0	10
95% 乙醇 / Ethanol 95 %	mg/dm <sup>2</sup>	3.63	10
异辛烷 / Isooctane	mg/dm <sup>2</sup>	3.63	10

测试编号 / Test No.:	4		
测试样本编号 / Material No.:	4		
迁移比率 / Migration ratio:	200 ml / 1.44 dm <sup>2</sup>		
<b>参数 / Parameter</b>	<b>单位 / Unit</b>	<b>结果 / Result</b>	<b>限值 / Limit</b>
4% 乙酸 / Acetic acid 4 %	mg/dm <sup>2</sup>	3.92	10
95% 乙醇 / Ethanol 95 %	mg/dm <sup>2</sup>	<2.0	10
异辛烷 / Isooctane	mg/dm <sup>2</sup>	<2.0	10

测试编号 / Test No.:	5		
测试样本编号 / Material No.:	5		
迁移比率 / Migration ratio:	200 ml / 1.13 dm <sup>2</sup>		
<b>参数 / Parameter</b>	<b>单位 / Unit</b>	<b>结果 / Result</b>	<b>限值 / Limit</b>
4% 乙酸 / Acetic acid 4 %	mg/dm <sup>2</sup>	<2.0	10
95% 乙醇 / Ethanol 95 %	mg/dm <sup>2</sup>	3.06	10
异辛烷 / Isooctane	mg/dm <sup>2</sup>	<2.0	10

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测试样本编号 / Material No.:	6		
迁移比率 / Migration ratio:	200 ml / 1.18 dm <sup>2</sup>		
<b>参数 / Parameter</b>	<b>单位 / Unit</b>	<b>结果 / Result</b>	<b>限值 / Limit</b>
4% 乙酸 / Acetic acid 4 %	mg/dm <sup>2</sup>	2.33	10
95% 乙醇 / Ethanol 95 %	mg/dm <sup>2</sup>	<2.0	10
异辛烷 / Isooctane	mg/dm <sup>2</sup>	<2.0	10

测试编号 / Test No.:	7		
测试样本编号 / Material No.:	7		
迁移比率 / Migration ratio:	200 ml / 1.12 dm <sup>2</sup>		
<b>参数 / Parameter</b>	<b>单位 / Unit</b>	<b>结果 / Result</b>	<b>限值 / Limit</b>
4% 乙酸 / Acetic acid 4 %	mg/dm <sup>2</sup>	2.46	10
95% 乙醇 / Ethanol 95 %	mg/dm <sup>2</sup>	<2.0	10
异辛烷 / Isooctane	mg/dm <sup>2</sup>	<2.0	10

测试编号 / Test No.:	8		
测试样本编号 / Material No.:	8		
迁移比率 / Migration ratio:	200 ml / 1.52 dm <sup>2</sup>		
<b>参数 / Parameter</b>	<b>单位 / Unit</b>	<b>结果 / Result</b>	<b>限值 / Limit</b>
4% 乙酸 / Acetic acid 4 %	mg/dm <sup>2</sup>	<2.0	10
95% 乙醇 / Ethanol 95 %	mg/dm <sup>2</sup>	<2.0	10
异辛烷 / Isooctane	mg/dm <sup>2</sup>	2.76	10

缩写 / Abbreviations:

mg/dm<sup>2</sup> = 毫克每平方米 / Milligram per square decimetre

< = 小于 / Less than

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备注 / Remark :

- \*1 迁移试验不应导致测试样品发生在正常使用条件下不会发生的物理性能（如变形、融化、溶胀等）的改变或导致食品模拟物出现沉淀、浑浊等其他改变。如在迁移试验过程中发现测试样品或食品模拟物出现上述变化，则应在不会发生此类改变的实际使用条件下或选择有科学依据支持的其他食品模拟物重新进行迁移试验。 / *Physical change during test occurred. According to GB 31604.1-2015: if by use of the simulant physical changes appear which do not appear under worst foreseeable conditions of use, the migration should be performed under worst foreseeable conditions where these changes do not appear*

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**3.3 塑料的高锰酸钾消耗量 / Consumption of Potassium Permanganate from Plastic**

测试方法 / GB 31604.2-2016, 食品安全国家标准 食品接触材料及制品 高锰酸钾消耗量的测定  
 Test Method: The test was performed with reference to GB 31604.2-2016.  
 测试要求 / GB 4806.7-2016 食品安全国家标准 食品接触用塑料材料及制品  
 Limit: GB 4806.7-2016 Chinese National Food Safety Standard for Plastic Materials and Articles

应用以下食物模拟剂和条件 / The following food simulant and condition was applied:

食品模拟物 / Food simulant	测试时间/ 温度 Test duration / Temperature
水 / Distilled water	2 h / 60 °C

测试编号 / Test No.:	1		
测试样本编号 / Sample No.:	1		
参数 / Parameter	单位 / Unit	结果 / Result	限值 / Limit
高锰酸钾消耗量 / KMnO <sub>4</sub> Consumed	mg/kg	< 10	10

测试编号 / Test No.:	2		
测试样本编号 / Sample No.:	2		
参数 / Parameter	单位 / Unit	结果 / Result	限值 / Limit
高锰酸钾消耗量 / KMnO <sub>4</sub> Consumed	mg/kg	< 10	10

测试编号 / Test No.:	3		
测试样本编号 / Sample No.:	3		
参数 / Parameter	单位 / Unit	结果 / Result	限值 / Limit
高锰酸钾消耗量 / KMnO <sub>4</sub> Consumed	mg/kg	< 10	10

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测试样本编号 / Sample No.:	4		
<b>参数 / Parameter</b>	<b>单位 / Unit</b>	<b>结果 / Result</b>	<b>限值 / Limit</b>
高锰酸钾消耗量 / KMnO <sub>4</sub> Consumed	mg/kg	< 10	10

测试编号 / Test No.:	5		
测试样本编号 / Sample No.:	5		
<b>参数 / Parameter</b>	<b>单位 / Unit</b>	<b>结果 / Result</b>	<b>限值 / Limit</b>
高锰酸钾消耗量 / KMnO <sub>4</sub> Consumed	mg/kg	< 10	10

测试编号 / Test No.:	6		
测试样本编号 / Sample No.:	6		
<b>参数 / Parameter</b>	<b>单位 / Unit</b>	<b>结果 / Result</b>	<b>限值 / Limit</b>
高锰酸钾消耗量 / KMnO <sub>4</sub> Consumed	mg/kg	< 10	10

测试编号 / Test No.:	7		
测试样本编号 / Sample No.:	7		
<b>参数 / Parameter</b>	<b>单位 / Unit</b>	<b>结果 / Result</b>	<b>限值 / Limit</b>
高锰酸钾消耗量 / KMnO <sub>4</sub> Consumed	mg/kg	< 10	10

测试编号 / Test No.:	8		
测试样本编号 / Sample No.:	8		
<b>参数 / Parameter</b>	<b>单位 / Unit</b>	<b>结果 / Result</b>	<b>限值 / Limit</b>
高锰酸钾消耗量 / KMnO <sub>4</sub> Consumed	mg/kg	< 10	10

缩写 / Abbreviations:

mg/kg = 毫克每千克 / Milligram per kilogram

< = 小于 / Less than

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**3.4 塑料的重金属迁移（以铅计） / Specific Release of Heavy Metals (Expressed as Lead) from Plastic**

测试方法 / GB 31604.9-2016 食品安全国家标准 食品模拟物中重金属的测定  
 Test method: The test was performed with reference to GB 31604.9-2016.  
 测试要求 / GB 4806.7-2016 食品安全国家标准 食品接触用塑料材料及制品  
 Limit: GB 4806.7-2016 Chinese National Food Safety Standard for Plastic Materials and Articles

应用以下食物模拟剂和条件 / The following food simulant and condition was applied:

食品模拟物 / Food simulant	测试时间 / 温度 Test duration / Temperature
4% 乙酸 / Acetic acid 4 %	2 hours / 60 °C

测试编号 / Test No.:	1		
测试样本编号 / Material No.:	1		
<b>参数 / Parameter</b>	<b>单位 / Unit</b>	<b>结果 / Result</b>	<b>限值 / Limit</b>
铅 / Lead	mg/kg	<1	1

测试编号 / Test No.:	2		
测试样本编号 / Material No.:	2		
<b>参数 / Parameter</b>	<b>单位 / Unit</b>	<b>结果 / Result</b>	<b>限值 / Limit</b>
铅 / Lead	mg/kg	<1	1

测试编号 / Test No.:	3		
测试样本编号 / Material No.:	3		
<b>参数 / Parameter</b>	<b>单位 / Unit</b>	<b>结果 / Result</b>	<b>限值 / Limit</b>
铅 / Lead	mg/kg	<1	1

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测试样本编号 / Material No.:	4		
<b>参数 / Parameter</b>	<b>单位 / Unit</b>	<b>结果 / Result</b>	<b>限值 / Limit</b>
铅 / Lead	mg/kg	<1	1

测试编号 / Test No.:	5		
测试样本编号 / Material No.:	5		
<b>参数 / Parameter</b>	<b>单位 / Unit</b>	<b>结果 / Result</b>	<b>限值 / Limit</b>
铅 / Lead	mg/kg	<1	1

测试编号 / Test No.:	6		
测试样本编号 / Material No.:	6		
<b>参数 / Parameter</b>	<b>单位 / Unit</b>	<b>结果 / Result</b>	<b>限值 / Limit</b>
铅 / Lead	mg/kg	<1	1

测试编号 / Test No.:	7		
测试样本编号 / Material No.:	7		
<b>参数 / Parameter</b>	<b>单位 / Unit</b>	<b>结果 / Result</b>	<b>限值 / Limit</b>
铅 / Lead	mg/kg	<1	1

测试编号 / Test No.:	8		
测试样本编号 / Material No.:	8		
<b>参数 / Parameter</b>	<b>单位 / Unit</b>	<b>结果 / Result</b>	<b>限值 / Limit</b>
铅 / Lead	mg/kg	<1	1

缩写 / Abbreviations:

mg/kg = 毫克每千克 / Milligram per kilogram

< = 小于 / Less than

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**3.5 塑料的脱色试验 / Migration of Colorants from Plastic**

测试方法 / GB 31604.7-2016, 食品安全国家标准 食品接触材料及制品 脱色试验  
 Test Method: The test was performed with reference to GB 31604.7-2016.  
 测试要求 / GB 4806.7-2016 食品安全国家标准 食品接触用塑料材料及制品  
 Limit: GB 4806.7-2016 Chinese National Food Safety Standard for Plastic Materials and Articles

应用以下食物模拟剂和条件 / The following food simulant and condition was applied:

食品模拟物 / Food simulant	测试时间/ 温度 Test duration / Temperature
4% 乙酸 / Acetic acid 4 %	10 day(s) / 40 °C
95% 乙醇 / Ethanol 95 %	10 day(s) / 40 °C
异辛烷 / Isooctane	2 day(s) / 20 °C

测试编号 / Test No.:	1
测试样本编号 / Material No.:	2
<b>参数 / Parameter Colourfastness to</b>	<b>结果 / Result</b>
<b>脱脂棉擦拭后 Rubbing with cotton</b>	
- 植物油 / Vegetable oil	阴性 / Negative
- 乙醇 / Ethanol	阴性 / Negative
- 65%乙醇 / Ethanol 65%	阴性 / Negative
<b>迁移后浸泡液 Food simulants after migration</b>	
- Water	阴性 / Negative
- 4% 乙酸 / Acetic acid 4 %	阴性 / Negative
- 95% 乙醇 / Ethanol 95 %	阴性 / Negative
- 异辛烷 / Isooctane	阴性 / Negative

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测试编号 / Test No.:	2
测试样本编号 / Material No.:	5
<b>参数 / Parameter Colourfastness to</b>	<b>结果 / Result</b>
<b>脱脂棉擦拭后 Rubbing with cotton</b>	
- 植物油 / Vegetable oil	阴性 / Negative
- 乙醇 / Ethanol	阴性 / Negative
- 65%乙醇 / Ethanol 65%	阴性 / Negative
<b>迁移后浸泡液 Food simulants after migration</b>	
- Water	阴性 / Negative
- 4% 乙酸 / Acetic acid 4 %	阴性 / Negative
- 95% 乙醇 / Ethanol 95 %	阴性 / Negative
- 异辛烷 / Isooctane	阴性 / Negative

测试编号 / Test No.:	3
测试样本编号 / Material No.:	6
<b>参数 / Parameter Colourfastness to</b>	<b>结果 / Result</b>
<b>脱脂棉擦拭后 Rubbing with cotton</b>	
- 植物油 / Vegetable oil	阴性 / Negative
- 乙醇 / Ethanol	阴性 / Negative
- 65%乙醇 / Ethanol 65%	阴性 / Negative
<b>迁移后浸泡液 Food simulants after migration</b>	
- Water	阴性 / Negative
- 4% 乙酸 / Acetic acid 4 %	阴性 / Negative
- 95% 乙醇 / Ethanol 95 %	阴性 / Negative
- 异辛烷 / Isooctane	阴性 / Negative

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测试样本编号 / Material No.:	7
<b>参数 / Parameter Colourfastness to</b>	<b>结果 / Result</b>
<b>脱脂棉擦拭后 Rubbing with cotton</b>	
- 植物油 / Vegetable oil	阴性 / Negative
- 乙醇 / Ethanol	阴性 / Negative
- 65%乙醇 / Ethanol 65%	阴性 / Negative
<b>迁移后浸泡液 Food simulants after migration</b>	
- Water	阴性 / Negative
- 4% 乙酸 / Acetic acid 4 %	阴性 / Negative
- 95% 乙醇 / Ethanol 95 %	阴性 / Negative
- 异辛烷 / Isooctane	阴性 / Negative

测试编号 / Test No.:	5
测试样本编号 / Material No.:	8
<b>参数 / Parameter Colourfastness to</b>	<b>结果 / Result</b>
<b>脱脂棉擦拭后 Rubbing with cotton</b>	
- 植物油 / Vegetable oil	阴性 / Negative
- 乙醇 / Ethanol	阴性 / Negative
- 65%乙醇 / Ethanol 65%	阴性 / Negative
<b>迁移后浸泡液 Food simulants after migration</b>	
- Water	阴性 / Negative
- 4% 乙酸 / Acetic acid 4 %	阴性 / Negative
- 95% 乙醇 / Ethanol 95 %	阴性 / Negative
- 异辛烷 / Isooctane	阴性 / Negative

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**3.6 感官测试 / Sensorial examination**

测试方法 / GB 5009.156-2016 食品安全国家标准 食品接触材料及制品迁移试验预处理方法通则

Test method: GB 31604.1-2015 食品安全国家标准 食品接触材料及制品迁移试验通则

The test was performed with reference to GB 5009.156-2016, GB 31604.1-2015.

测试要求 / GB 4806.9-2016 食品安全国家标准 食品接触用金属材料及制品

Limit: GB 4806.9-2016 Chinese National Food Safety Standard for Metal Materials and Articles

应用以下食物模拟物和条件 / The following food simulants and conditions were applied:

食物模拟物 / Food simulant	测试时间 / 温度 Test duration / Temperature
4% 乙酸 / 4 % Acetic acid	煮沸 30 分钟, 再室温放置 24 小时 / Boiling for 30 mins, then let stand at room temperature for 24 hours

测试编号 / Test No.:	1	
测试样本编号 / Sample No.:	10	
参数 / Parameter:	要求 / Requirement	结果 / Result
感官 / Sensory	接触食品的表面应清洁, 镀层不应开裂、剥落, 焊接部分应光洁, 无气孔、裂缝、毛刺 / The food contact surface should be cleaned, the coating should be no cracks, peelings, the welding part should be smooth, no pores, cracks, burrs	合格 / Pass
浸泡液 / Soaking liquid	迁移试验所得浸泡液不应有异臭 / No foreign odor in soaking liquids of migration testing.	合格 / Pass

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**3.7 金属的重金属迁移 / Specific Release of Heavy Metals from Metal**

测试方法 /  
*Test Method:* GB 31604.24 2016 食品安全国家标准 食品接触材料及制品 镉迁移量的测定  
GB 31604.25 2016 食品安全国家标准 食品接触材料及制品 铬迁移量的测定  
GB 31604.33 2016 食品安全国家标准 食品接触材料及制品 镍迁移量的测定  
GB 31604.34 2016 食品安全国家标准 食品接触材料及制品 铅的测定和迁移量的测定  
GB 31604.38 2016 食品安全国家标准 食品接触材料及制品 砷的测定和迁移量的测定  
*The test was performed with reference to GB 31604.24-2016, GB 31604.25-2016, GB 31604.33-2016, GB 31604.34-2016, GB 31604.38-2016*

测试要求 /  
*Limit:* GB 4806.9-2016 食品安全国家标准 食品接触用金属材料及制品  
GB 4806.9-2016 Chinese National Food Safety Standard for Metal Materials and Articles

应用以下食物模拟剂和条件 / *The following food simulant and condition was applied:*

食品模拟物 / <i>Food simulant</i>	测试时间 / 温度 <i>Test duration / Temperature</i>
4% 乙酸 / 4 % Acetic acid	煮沸 30 分钟, 再室温放置 24 小时 / <i>Boiling for 30 mins, then let stand at room temperature for 24 hours</i>

测试编号 / <i>Test No.:</i>	1		
测试样本编号 / <i>Material No.:</i>	10		
参数 / <i>Parameter</i>	单位 / <i>Unit</i>	结果 / <i>Result</i>	限值 / <i>Limit</i>
砷 / <i>Arsenic (As)</i>	mg/kg	<0.002	0.04
镉 / <i>Cadmium (Cd)</i>	mg/kg	<0.005	0.02
铅 / <i>Lead (Pb)</i>	mg/kg	<0.01	0.05
铬 / <i>Chromium (Cr)</i>	mg/kg	<0.1	2.0
镍 / <i>Nickel (Ni)</i>	mg/kg	<0.05	0.5

缩写 / *Abbreviations:*

mg/kg = 毫克每千克 / Milligram per kilogram

< = 小于 / *Less than*

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**3.8 感官测试 / Sensorial examination**

测试要求 / GB 4806.5-2016 食品安全国家标准 玻璃制品  
Limit: GB 4806.5-2016 Chinese National Food Safety Standard for Glass Ware

测试编号 / Test No.:	1	
测试样本编号 / Sample No.:	11	
参数 / Parameter:	要求 / Requirement	结果 / Result
感官 / Sensory	玻璃制品应无飞边、裂纹及崩损缺口。 / Glass products should be free of flash, cracks, and notches.	合格 / Pass

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**3.9 玻璃制品铅、镉溶出量 / Release of Cadmium and Lead from Glass Ware**

测试方法 / **GB 31604.24-2016 食品安全国家标准 食品接触材料及制品 镉迁移量的测定**  
**Test Method:** **GB 31604.34-2016 食品安全国家标准 食品接触材料及制品 铅的测定和迁移量的测定**  
*The test was performed with reference to GB 31604.24-2016 and GB 31604.34-2016.*

测试要求 / **GB 4806.5-2016 食品安全国家标准 玻璃制品**  
**Limit:** **GB 4806.5-2016 Chinese National Food Safety Standard for Glass Ware**

应用以下食物模拟剂和条件 / *The following food simulant and condition was applied:*

食品模拟物 / <i>Food simulant</i>	测试时间 / 温度 <i>Test duration / Temperature</i>
4% 乙酸 / <i>4 % Acetic acid</i>	24 hours / 22 °C

测试编号 / <i>Test No.:</i>	1		限值 / <i>Limit</i>
测试样本编号 / <i>Material No.:</i>	11		
类别 / <i>Category:</i>	扁平制品 / <i>Flatware</i>		
参数 / <i>Parameter</i>	单位 / <i>Unit</i>	结果 / <i>Result</i>	
镉 / <i>Cadmium (Cd)</i>	mg/dm <sup>2</sup>	<0.002	0.07
铅 / <i>Lead (Pb)</i>	mg/dm <sup>2</sup>	<0.02	0.8

缩写 / *Abbreviations:*

mg/dm<sup>2</sup> = 毫克每平方米 / *Milligram per square decimetre*

mg/l = 毫克每升 / *Milligram per litre*

< = 小于 / *Less than*

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备注 / Remark :

\*1 根据 GB 4806.5-2016 食品安全国家标准 玻璃制品，食品接触用玻璃制品不应超过以下理化指标：  
According to GB 4806.5-2016 Chinese National Food Safety Standard for Glass Ware, articles in contact with food should not exceed the following limits:

	铅 / Lead	镉 / Cadmium
<b>扁平制品：</b> 从制品口沿水平面至其内部最低水平面的深度小于或等于25mm的制品。 / <b>Flatware:</b> article which can be filled with the internal depth of which, measured from the lowest point to the horizontal plane passing through the upper rim, equals to or does not exceed 25 mm	≤ 0.8 mg/dm <sup>2</sup>	≤ 0.07 mg/dm <sup>2</sup>
<b>贮存罐：</b> 容积大于或等于3L，且从制品口沿水平面至其内部最低水平面的深度大于25mm的空心制品。 / <b>Storage vessel:</b> article which can be filled with the internal depth of which, measured from the lowest point to the horizontal plane passing through the upper rim, exceeds 25 mm and with a capacity of equal to or more than 3 L	≤ 0.5 mg/l	≤ 0.25 mg/l
<b>大空心制品：</b> 容积大于或等于1.1L且小于3L，且从制品口沿水平面至其内部最低水平面的深度大于25mm的空心制品。 / <b>Large hollowware:</b> article which can be filled with the internal depth of which, measured from the lowest point to the horizontal plane passing through the upper rim, exceeds 25 mm and with a capacity equals to 1.1 L or more and less than 3 L	≤ 0.75 mg/l	≤ 0.25 mg/l
<b>小空心制品：</b> 容积小于1.1L，且从制品口沿水平面至其内部最低水平面的深度大于25mm的空心制品。 / <b>Small hollowware:</b> article which can be filled with the internal depth of which, measured from the lowest point to the horizontal plane passing through the upper rim, exceeds 25 mm and with a capacity less than 1.1 L	≤ 1.5 mg/l	≤ 0.5 mg/l
<b>烹饪器皿：</b> 用于加热制备食品的制品。 / <b>Cooking ware:</b> article which is used for food preparation with heat	≤ 0.5 mg/l	≤ 0.05 mg/l
<b>口缘：</b> 直接与口唇接触的有外部彩饰的玻璃制品，自制品口部计起20mm的边缘区域。 / <b>Drinking rim:</b> exterior decoration within 20 mm measured from top of rim	≤ 4.0 mg/l	≤ 0.4 mg/l

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4. 样品图片 Sample picture(s):



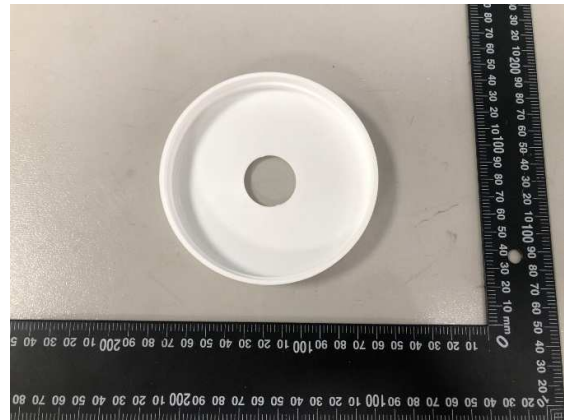
样品 1 / Sample 1



样品 2 / Sample 2



样品 3 / Sample 3



样品 4 / Sample 4



样品 5 / Sample 5



样品 6 / Sample 6

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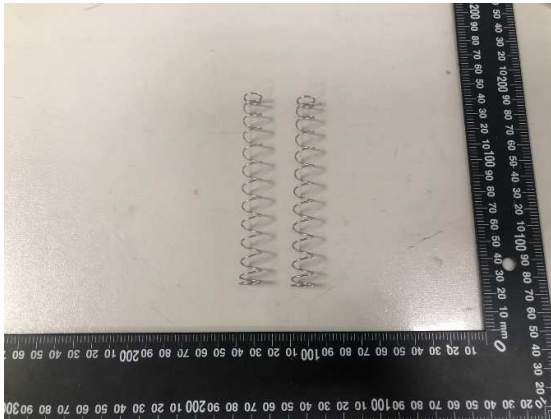
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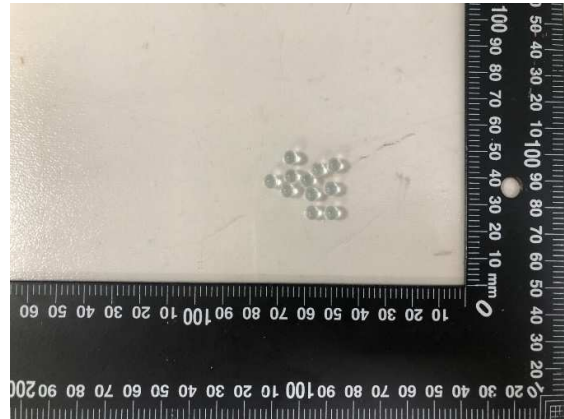
样品 7 / Sample 7



样品 8 / Sample 8



样品 10 / Sample 10



样品 11 / Sample 11



UKS10



UKS30

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- 结束 / END -

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# 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 ("GTBC") is made between the client and one or more members/entities of TÜV Rheinland in Greater China as applicable as the case may be ("TÜV Rheinland"). The Greater China here refers to Mainland China, Hong Kong and Taiwan. The client hereinafter includes:
  - a natural person capable to form legally binding contracts under the applicable laws who concludes the contract for the purpose of a purchase;
  - the incorporated or unincorporated entity duly organized, validly existing and capable to form legally binding contracts under the applicable law.
- 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.
- Any standard terms and conditions of the client of any nature shall not apply and shall hereby be expressly excluded. No standard terms and conditions of the client shall form part of the contract even if TÜV Rheinland does not explicitly object to them.
- In the context of an ongoing business relationship with the client, this GTBC shall also apply to future contracts with the client without TÜV Rheinland having to refer to them separately in each individual case.
- 2. Quotations**

Unless otherwise agreed, all quotations submitted by TÜV Rheinland can be changed by TÜV Rheinland without notice, its acceptance and confirmation by the other party.
- 3. Coming into effect and duration of contracts**

The contract shall come into effect for the agreed terms upon the quotation letter by TÜV Rheinland of a separate contract document being signed by both contracting parties, or upon the work 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.
- 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.
- If the contract provides for the 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 three-month notice prior to the end of the contractual term.
- 4. Scope of services**
- The scope and type of the services to be provided by TÜV Rheinland shall be specified in the contractually agreed service scope of TÜV Rheinland by both parties. If no such separate service scope of TÜV Rheinland exists, then the written confirmation of order by TÜV Rheinland shall be deemed to be the service description. The service description includes, but is not limited to, the design, selection of materials, construction, installation, testing, operation, maintenance, repair, process or part, unless this is expressly stated in the order.
- The agreed services shall be performed in compliance with the regulations in force at the time the contract is entered into.
- 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.
- 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, organizations, 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.
- 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.
- If mandatory legal requirements and standards or official requirements for the agreed service scope change after conclusion of the contract, with a written notice to the client, TÜV Rheinland shall be entitled to additional remuneration for resulting additional expenses.
- The services to be provided by TÜV Rheinland include, but are not limited to, the following:
  - A contract of third parties with the services of TÜV Rheinland, as well as making available of and justifying conformity in the work results (test reports, test results, expert reports, etc.) is not part of the agreed services. This also applies if the client provides work results - in full or in part - to third parties in accordance with article 11.4.
  - The client understands and agrees that in order to perform the contract with TÜV Rheinland, the client may need to sign one or more contracts/agreements with a/more third parties) and establish legal relationships with third parties, or be bound to such contracts/agreements. TÜV Rheinland will merely bear the corresponding legal liability according to the contract and the direct services actually to be provided by our company in the service process. If the relevant services are not directly provided by TÜV Rheinland (including but not limited to any testing or certification services, but TÜV Rheinland's testing and certification bodies), TÜV Rheinland will provide the client as agent for such relevant services. In order to achieve the purpose of the contract, the client hereby agrees that TÜV Rheinland can also subcontract to third parties the services to be provided by TÜV Rheinland. TÜV Rheinland shall not bear any responsibility and/or risk for any services to be provided by any third parties (including but not limited to the testing and/or certification services) to be entrusted and/or applied for by our company on behalf of the client to other third testing and/or certification bodies, agencies or persons provided that the client is not liable in accordance with the relevant laws and regulations and/or the terms under the contract. If the client is required to conduct any annual review/surveillance of the relevant testing and/or certification services and/or pay any fees in accordance with the relevant laws and regulations or the testing and certification rules, such fees are not within the scope of the contract price, the client shall timely perform the obligation of such annual review/surveillance and pay the corresponding fees. If the client fails to perform such obligations of the annual review/surveillance, TÜV Rheinland shall not be liable for any consequences such as failure/suspension/cancellation/invalidity of testing and/or certification results, which shall not be borne by TÜV Rheinland.
- If the service content agreed in the contract requires TÜV Rheinland to deliver relevant test samples, data, etc. to any overseas laboratory or other places or sites to be designated by the client, TÜV Rheinland shall not take any responsibilities or risks for any problems during such delivery and the transportation process (including but not limited to any loss or damages of the samples and/or the materials, etc.). Besides, the relevant freight fees shall be borne by the client.
- 5. Performance periods/dates**
- The contractually agreed period/dates of the performance are based on estimates of the work involved which are prepared in accordance with the details provided by the client. They shall only be binding if being confirmed as binding by TÜV Rheinland in writing.
- If binding periods of performance have been agreed, these periods shall not commence until the client has submitted all required documents to TÜV Rheinland.
- Articles 5.1 and 5.2 also apply, even without express approval by the client, but all extensions of agreed period/dates of performance not caused by TÜV Rheinland.
- TÜV Rheinland is not responsible for a delay in performance, in particular if the client has not fulfilled his duties to cooperate in accordance with article 6.1 and 6.2, or if, in particular, has not provided TÜV Rheinland with all documents and information required for the performance of the service as specified in the contract.
- The performance of TÜV Rheinland is delayed due to any foreseeable circumstances such as force majeure, strikes, business disruptions, governmental regulations, transport obstacles, etc., TÜV Rheinland is entitled to postpone performance for a reasonable period of time which corresponds at least to the duration of the hindrance plus any time period which may be required to resume performance.
- If the client is obliged to comply with legal, officially prescribed and/or by the accreditor prescribed deadlines, it is the client's responsibility to agree on performance dates with TÜV Rheinland, which enable the client to comply with the legal and/or officially prescribed deadlines. TÜV Rheinland assumes no responsibility for the consequences of the client's expressly agreed in writing specifically stating that ensuring the deadlines is the contractual obligation of TÜV Rheinland.
- 6. The client's obligation to cooperate**
- 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.
- Design documents, supplies, auxiliary staff, etc. necessary for performance of the services shall be made available free of charge by the client. In the event of a delay in the action of the client, TÜV Rheinland is entitled to suspend performance, standards, safety regulations and accident prevention instructions. And the client represents and warrants that:
  - it has required necessary permits;
  - the product, service or management system to be certified complies with applicable laws and regulations; and
  - it doesn't have any illegal and dishonest behaviours or is not included in the list of Enterprises with Serious Illegal and Dishonest Acts of the People's Republic of China.If the client breaches the aforesaid representations and warranties, TÜV Rheinland is entitled to i) immediately terminate the contract and/or without prior notice; and ii) withdraw the issued testing reports and certificates if any.
- The client shall bear any additional test incurred on account of work having to be done 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. Prices**
- 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 price list of TÜV Rheinland in force at the time of invoicing.
- Unless otherwise agreed, work shall be invoiced according to the progress of the work.
- If the execution of an order extends over more than one month and the value of the contractor's agreed fixed price exceeds €2,500.00, equivalent value in local currency, TÜV Rheinland may demand payments on account or in instalments.
- 8. Payment terms**
- All invoice amounts shall be due for payment within 30 days of the invoice date without deduction or receipt of the invoice. No interest shall be charged on late payments.
- Payments shall be made to the bank account of TÜV Rheinland as indicated on the invoice, stating the invoice and client numbers.
- In cases of default of payment, TÜV Rheinland shall be entitled to claim default interest at the applicable short-term loan interest rate publicly announced by a reputable commercial bank in the country where TÜV Rheinland is located. At the same time, TÜV Rheinland reserves the right to claim further damages.
- Should the client default in the 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.
- The provisions set forth in article 8.4 shall also apply in cases involving returned cheques, cessation of payment, commencement of insolvency proceedings or other similar assets or cases in which the commencement of insolvency proceedings has been dismissed due to lack of assets.
- Objections to the invoices of TÜV Rheinland shall be submitted in writing within two weeks of receipt of the invoice.
- TÜV Rheinland shall be entitled to demand appropriate advance payments.
  - TÜV Rheinland shall be entitled to raise its fees at the beginning of a month if overheads and/or purchased materials have increased. In this case, the client 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 15 days).

13. The performance of a contract with the client is subject to the proviso that there are no obstacles to the fulfilment of the contract or internal or external legal provisions, respectively, or sanctions. In the event of a violation, TÜV Rheinland shall be entitled to terminate the contract with immediate effect and the client shall compensate for the losses incurred thereof by TÜV Rheinland.
- 14. Data protection notice**

The client understands and agrees that TÜV Rheinland processes personal data (including but not limited to personal information of the client and its related parties (including but not limited to the supplier of the client) for the purpose of the contract. TÜV Rheinland, the client confirms that it has obtained the prior consent of the data subject which entitles TÜV Rheinland to access, use, or process the personal data that the client collected or processed by itself and transferred to TÜV Rheinland. For certain services, the client also may process sensitive personal data. TÜV Rheinland is authorized to use and process the data in accordance with the relevant legal basis. If any personal data has to be disclosed or transferred to any third party or any overseas party outside of the district in which the personal data was collected, the client also confirms that it has obtained the prior consent of the data subject. TÜV Rheinland will carry out cross-border data transmission and protect the data in compliance with the privacy and personal data security related laws and regulations in China and the local country. TÜV Rheinland will take measures to avoid any leakage, abuse, manipulation, damage or unauthorized access or processing of personal data. The personal data will be deleted immediately as a corresponding reason for deletion arises. Data subjects may exercise the following rights: right of information, right of access, right of rectification, right of deletion, right of processing limitation, right of objection, right of data transferability. In addition, persons concerned by the data processing have the right to revoke their consent at any time with effect for the future, as well as the right to file a complaint with the competent data protection supervisory authority. For further details on the processing of personal data by TÜV Rheinland, please refer to the data protection policy of TÜV Rheinland. The client may also contact the data protection officer, you can contact the Group Data Protection Officer of TÜV Rheinland AG, email: dataprotection@tuv.com or by post at the following address: TÜV Rheinland AG, Postfach 10 15 00, D-51105 Cologne, Germany.
- 15. Retention of test material and documentation**

The test samples submitted by the client to TÜV Rheinland for testing will be scrapped following testing or will be returned to the client at the client's expense. The only exceptions are test samples which are planned in storage on the basis of statutory regulations or of another agreement with the client.
- Charges apply if the test samples are stored at the premises of TÜV Rheinland. The cost of placing a test sample into storage will be disclosed to the client in the quotation.
- If reference samples or documents are submitted to the client for storage at their premises, the reference samples or documents must be made available to TÜV Rheinland upon request promptly and free of charge. If the client, in response to such a request, fails to make available the reference samples or documents, TÜV Rheinland, any liability claims for material and pecuniary damage resulting from the respective testing and certification that is brought forward by the client against TÜV Rheinland shall be voided.
- The retention period for the documentation shall be 10 (ten) years after the expiry of the test material and/or the applicable legal requirements for EU/EEC certificates of conformity and GS mark certificates.
- The costs of the handling and dispatch of the test samples for storage on the client's premises are borne by the client. TÜV Rheinland will be liable for the loss of (a) test samples (reference samples for the manufacturer) or warehouses of TÜV Rheinland in case of gross negligence.
- 16. Termination of the contract**
- Notwithstanding clause 3.1 of the GTBC, TÜV Rheinland and the client are entitled to terminate the contract in its entirety or, in the case of services combined in one contract, each of the combined parts of the contract individually and independently of the continuation of the remaining parts of the contract with six (6) months' notice to the other party. The notice period shall be shortened to six (6) weeks in case of TÜV Rheinland's termination of the contract for the reasons of force majeure or suspension of its accreditation or notification.
- For good cause, TÜV Rheinland may consider giving a written notice to the client to terminate the contract, but not limited to the following reasons:
  - the client does not immediately notify TÜV Rheinland of changes in the conditions within the company which are relevant for certification or signs of such changes;
  - the client misses the certificate or certification mark or uses it in violation of the contract;
  - the client fails to pay the agreed fees for the services in a timely manner;
  - a substantial deterioration of the financial circumstances of the client occurs and as a result the payment claims of TÜV Rheinland under the contract are considerably endangered and the client is not reasonably expected to continue to pay the agreed fees for the services;
  - in the event of any serious misrepresentation, be it by intentional fraud or grossly negligent behavior of the managers, employees or agents of the client;If TÜV Rheinland, for reasons beyond its control, is temporarily or finally not able or entitled to continue to perform the contract, it is entitled to suspend or terminate the contract, without interference, sanctions, loss of accreditation or notification, or other.
- In the event of termination with written notice by TÜV Rheinland for good cause, TÜV Rheinland shall be entitled to claim damages against the client for the loss of (a) test samples (reference samples for the manufacturer) or warehouses of TÜV Rheinland in case of gross negligence, if the client shall owe 15% of the remuneration to be paid in the event of the end of the fixed contract term as lump-sum compensation. The client reserves the right to prove that there is no damage or a considerably lower damage. TÜV Rheinland reserves the right to claim further damages.
- TÜV Rheinland is also entitled to terminate the contract with written notice if the client has not been able to make use of the time windows for auditing/service provision provided by TÜV Rheinland within the scope of a certification procedure and the certificate therefore has to be voided or the samples must be destroyed upon the performance of article 16.3 accordingly.
- 17. Force Majeure**
- "Force Majeure" means the occurrence of an event or circumstance that prevents or impedes a Party from performing one or more of its contractual obligations under the contract, if and to the extent that the Party proves: (a) that such impediment is beyond its reasonable control; and (b) that it could not reasonably have been foreseen at the time of the conclusion of the contract and (c) that the impediment could not reasonably have been avoided or overcome by the affected Party.
- In the absence of proof to the contrary, the following events affecting a Party shall be presumed to be force majeure (a) war (including civil war), (b) under paragraph (a) of this clause (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilization; (c) civil war, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy; (d) currency and trade restriction, embargo, sanctions; (e) act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalization; (f) plague, epidemic, natural disaster or extreme natural event; (f) explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication systems, information systems; (g) general labor disturbance such as boycott, strike and lock-out, go-slow, occupation of factories, premises.
- The Party successfully invoking this Clause is relieved from its duty to perform its obligations under the contract and from any liability in damages or from any other contractual remedy for breach of contract, from the time at which the impediment causes inability to perform, provided that the notice thereof is given without delay. If notice thereof is not given without delay, the relief is effective from the time at which notice thereof reaches the other Party. Where the effect of the impediment or event involved is temporary, the above consequences will only apply for as long as the impediment involved actually prevents performance by the affected Party. Where the duration of the impediment involved has the effect of substantially depriving the contracting Parties of what they were reasonably entitled to expect under the contract, either Party may terminate the contract with written notice to the other Party. Unless otherwise agreed, the Parties expressly agree that the contract may be terminated by either Party if the duration of the impediment exceeds 120 days.
- 18. Hardship**
- The Parties are bound to perform their contractual duties even if events have rendered performance more onerous than could reasonably have been anticipated at the time of the conclusion of the contract.
- Notwithstanding paragraph 1 of this Clause, where a Party proves that:
  - the continued performance of its contractual duties has become excessively onerous due to an event beyond its reasonable control which it could not reasonably have been expected to have taken into account at the time of the conclusion of the contract; and that
  - the event is reasonable and unforeseeable at the time of the conclusion of the contract, the Parties are bound, within a reasonable time of the invocation of this Clause, to negotiate alternative contractual terms which reasonably allow to overcome the consequences of the event.Where Clause 18.2 applies, but where the Parties have been unable to agree alternative contractual terms provided that in paragraph 1 of this Clause, the Party invoking this Clause is entitled to terminate the contract, but cannot request adaptation by the judge or arbitrator without the agreement of the other Party.
- 19. Partial invalidity, writing form, place of jurisdiction and dispute resolution**
- All amendments and supplements must be in writing in order to be effective. This also applies to amendments and supplements to this clause 17.1.
- 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.
- Notwithstanding stipulated in the contract, the governing law of the contract and these terms and conditions shall be chosen following the rules as below:
  - if TÜV Rheinland in question is legally registered and existing in the People's Republic of China, the contracting parties hereby agree that the contract and these terms and conditions shall be governed by the law of the People's Republic of China;
  - if TÜV Rheinland in question is legally registered and existing in Taiwan, the contracting parties hereby agree that the contract and these terms and conditions shall be governed by the law of the Republic of China;
  - if TÜV Rheinland in question 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.
- Any dispute in connection with the contract and these terms and conditions or in 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 dispute, the dispute shall be referred to arbitration within two months of the arising of the dispute.
  - in the case of TÜV Rheinland in question being legally registered and existing in the People's Republic of China, to China International Economic and Trade Arbitration Commission (CIETAC) for a final and binding arbitration in Beijing, China. The arbitration shall be conducted in accordance with the CIETAC Arbitration Rules 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;
  - in the case of TÜV Rheinland in question being legally registered and existing in Taiwan, to the Chinese Arbitration Association (CAA) to be settled in accordance with its then current Rules of Arbitration. The arbitration shall take place in Taipei;
  - in the case of TÜV Rheinland in question being legally registered and existing in Hong Kong, to Hong Kong International Arbitration Centre (HKIAC) to be settled in accordance with its then current 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.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.