

Client: ANDA PRESENT KFT.

Address: H-1087 Budapest, Könyves Kálmán krt. 48-52.

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

Name of Product: MiMinimor custom memory game, Minimor Creative custom memory game
Item No.: AP716859-A, AP716859-B, AP716859-C, AP716860
Labeled Age Grading: Not Stated
Applicant's Specified Age Group for Testing: 3+ years
Age Grading for Test: 3+ years
Sample Received: Feb. 12, 2025
Test Period: Feb. 12, 2025 - Feb. 17, 2025

Overall Result : PASS

Test specification : Please refer to next page.

Prepared by : *Summer Kong*

Summer Kong
Report editor

Reviewed By : *Sigrid Shentu*

Sigrid Shentu
Quality Manager

Issued By :



Carl Zhu
Authorized Signatory



NPS Survey



Verification Report

Test Requested and Conclusion(s):

No.	Test Sample	Standard and Requirement	Conclusion(s)
1	Submitted sample	EN 71-1:2014+A1:2018(E),European Standard for "Safety of toys" - Physical and Mechanical Properties	PASS
2	Submitted sample	EN 71-2:2020,European Standard for "Safety of toys" - Flammability	PASS
3	Submitted sample	BS EN 71-1:2014+A1:2018,British Standard for "Safety of toys" - Physical and Mechanical Properties	PASS
4	Submitted sample	BS EN 71-2:2020,British Standard for "Safety of toys" - Flammability	PASS
5	Submitted sample	EN 71-3:2019+A1:2021 - Migration of certain elements	PASS
6	Submitted sample	BS EN 71-3:2019+A1:2021 - Migration of certain elements	PASS
7	Submitted sample	Regulation (EU) 2019/1021 of the European Parliament and of the Council of 20 June 2019 on persistent organic pollutants and its subsequent amendments Directive. - Pentachlorophenol (PCP) content	PASS
8	Submitted sample	The sum of Total Lead,Cadmium,Mercury and Hexavalent Chromium content according to European Council Directive94/62/EC and amendment 2004/12/EC,2005/20/EC,2013/2/EU directive on packaging and packaging waste	PASS

*** To be continued ***

Test Result(s):

1.Mechanical and Physical Test - EN 71-1:2014+A1:2018(E)

Section	Testing Items	Result
		1
4	General requirements	
4.1	Material cleanliness	PASS
4.2	Assembly	NA
4.3	Flexible plastic sheeting	NA
4.4	Toy bags	NA
4.5	Glass	NA
4.6	Expanding materials	NA
4.7	Edges	PASS
(a)	Edges of metal or glass	NA
(b)	Overlap joints	NA
(c)	Edges of metal and of rigid polymeric material	NA
(d)	Functional edges	NA
4.8	Points and wires	PASS
(a)	Points	PASS
(b)	Sharp functional points	NA
(c)	Metallic wires intended to be bent	NA
(d)	Metallic wires not designed to be bent	NA
(e)	Splinters on surfaces and accessible edges of toys	NA
4.9	Protruding parts	NA
4.10	Parts moving against each other	NA
4.10.1	Folding and slide mechanism	NA
4.10.2	Driving mechanisms	NA
4.10.3	Hinges	NA
4.10.4	Springs	NA
4.11	Mouth-actuated toys and other toys intended to be put in the mouth	NA
4.12	Balloons	NA
4.13	Cords of toy kites and other flying toys	NA
4.14	Enclosures	NA
4.14.1	Toys which a children can enter	NA
4.14.2	Masks and helmets	NA
4.15	Toys intended to bear the mass of a child	NA
4.15.1	Toys propelled by the child or by other means	NA

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4.15.2	Toys bicycles	NA
4.15.3	Rocking horses and similar toys	NA
4.15.4	Toys not propelled by a child	NA
4.15.5	Toys scooters	NA
4.16	Heavy immobile toys	NA
4.17	Projectiles	NA
4.17.1	General	NA
4.17.2	All projectiles	NA
4.17.3	Projectile toys with stored energy	NA
4.17.4	Certain projectile toys without stored energy	NA
4.18	Aquatic toys and inflatable toys	NA
4.19	Percussion caps specifically designed for use in toys and toys using percussion caps	NA
4.20	Acoustics	NA
4.21	Toys containing a non-electrical heat source	NA
4.22	Small balls	NA
4.23	Magnets	NA
4.23.1	General	NA
4.23.2	Toys other than magnetic/electrical experimental sets	NA
4.23.3	Magnetic/ electrical experimental sets	NA
4.24	Yo-yo balls	NA
4.25	Toys attached to food	NA
4.26	Toy Disguise Costumes	NA
4.27	Flying toys	NA
5	Toys intended for children under 36 months	
5.1	General requirements:	NA
(a)	Toys and removable components of toys shall not, whatever their position fit entirely in the cylinder	NA
(b)	When tested toys shall not produce any parts which, whatever their position, fit entirely in the cylinder, or exhibit accessible hazardous sharp edges or accessible hazardous sharp points and hazardous magnetic	NA
(c)	Metal points and wires with a cross section of 2mm or less	NA
(d)	Large and bulky toys	NA
(e)	Glued wooden toys and toys with glued-on plastic decals	NA
(f)	The casing of toys intended for children too young to sit up unaided	NA
(g)	For form toys and toys containing accessible foam components	NA

5.2	Soft-filled toys and soft-filled parts of a toy	NA
(a)	Hard and sharp contaminants	NA
(b)	Soft-filled toys and soft-filled parts of a toy containing small parts	NA
(c)	Fibrous filling material	NA
5.3	Plastic sheeting	NA
5.4	Cords, chains and electrical cables in toys	NA
5.4.1	General	NA
5.4.2	Cords and chains in toys intended for children under 18 months	NA
5.4.3	Cords and chains in toys intended for children of 18 months or over but under 36 months	NA
5.4.4	Fixed loop, tangled loops and nooses	NA
5.4.5	Cords and chains on pull along toys	NA
5.4.6	Electrical cables	NA
5.4.7	Cross-sectional dimension of certain cords	NA
5.4.8	Self-retracting cords	NA
5.4.9	Toys attached to or intended to be strung across a cradle, cot or perambulator	NA
5.5	Liquid-filled toys	NA
5.6	Speed limitation of electrically-driven ride-on toys	NA
5.7	Glass and porcelain	NA
5.8	Shape and size of certain toys	NA
5.9	Toys comprising monofilament fibers	NA
5.10	Small balls	NA
5.11	Play figures	NA
5.12	Hemispheric-shaped toys	NA
5.13	Suction cups	NA
5.14	Straps intended to be worn fully or partially around the neck	NA
5.15	Sledges with cords for pulling	NA
6	Packaging	NA
7	Warnings, markings and instructions for use	
7.1	General	NA
7.2	Toys not intended for children under 36 months	NA
7.3	Latex balloons	NA
7.4	Aquatic toys	NA

7.5	Functional toys	NA
7.6	Hazardous sharp functional edges and points	NA
7.7	Projectile toys	NA
7.8	Imitation protective masks and helmets	NA
7.9	Toy kites	NA
7.10	Roller skates, inline skates, skateboards and certain other ride-on toys	NA
7.11	Toys intended to be attached to or strung across a cradle, cot, or perambulator	NA
7.12	Liquids-filled teethingers	NA
7.13	Percussion caps specifically designed for use in toys	NA
7.14	Acoustics	NA
7.15	Toy bicycles	NA
7.16	Toys intended to bear the mass of a child	NA
7.17	Toys comprising monofilament fibres	NA
7.18	Toy scooters	NA
7.19	Rocking horses and similar toys	NA
7.20	Magnetic/electrical experimental sets	NA
7.21	Toys with electrical cables exceeding 300mm in length	NA
7.22	Toys with cords or chains intended for children of 18 months and over but under 36 months	NA
7.23	Toys intended to be attached to a cradle, cot or perambulator	NA
7.24	Sledges with cords for pulling	NA
7.25	Flying toys	NA
7.26	Improvised projectiles	NA

Note: 1. NA = Not Applicable
2. The package was not evaluated per client's request.

Remark: Additional information according to the Toy Safety Directives 2009/48/EC requirement. These information also appears as a note within the EN71 but are not standard requirements:
1. Marking
The manufacturer's and importer's name, registered trade name or registered trade mark, the address and the CE-marking shall be indicated on the toy or, where that is not possible, on its packaging or in a document accompany the toy. In addition, manufacturers shall ensure that their toys bear a type, batch, serial or model number or other element allowing their identification, or where the size or nature of the toy does not allow it, that the required information is provided on the packaging or in a document accompanying the toy.

2.Flammability - EN 71-2:2020

Section	Testing Items	Result
		1
4.1	General requirements	PASS
4.2	Toys to be worn on the head	NA
4.3	Toy disguise costumes and toys intended to be worn by a child in play	NA
4.4	Toys intended to be entered by a child	NA
4.5	Soft-filled toys	NA

Note: 1. NA = Not Applicable.

*** To be continued ***

3.Mechanical and Physical Test -BS EN 71-1:2014+A1:2018

Section	Testing Items	Result
		1
4	General requirements	
4.1	Material cleanliness	PASS
4.2	Assembly	NA
4.3	Flexible plastic sheeting	NA
4.4	Toy bags	NA
4.5	Glass	NA
4.6	Expanding materials	NA
4.7	Edges	PASS
(a)	Edges of metal or glass	NA
(b)	Overlap joints	NA
(c)	Edges of metal and of rigid polymeric material	NA
(d)	Functional edges	NA
4.8	Points and wires	PASS
(a)	Points	PASS
(b)	Sharp functional points	NA
(c)	Metallic wires intended to be bent	NA
(d)	Metallic wires not designed to be bent	NA
(e)	Splinters on surfaces and accessible edges of toys	NA
4.9	Protruding parts	NA
4.10	Parts moving against each other	NA
4.10.1	Folding and slide mechanism	NA
4.10.2	Driving mechanisms	NA
4.10.3	Hinges	NA
4.10.4	Springs	NA
4.11	Mouth-actuated toys and other toys intended to be put in the mouth	NA
4.12	Balloons	NA
4.13	Cords of toy kites and other flying toys	NA
4.14	Enclosures	NA
4.14.1	Toys which a children can enter	NA
4.14.2	Masks and helmets	NA
4.15	Toys intended to bear the mass of a child	NA
4.15.1	Toys propelled by the child or by other means	NA
4.15.2	Toys bicycles	NA

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4.15.3	Rocking horses and similar toys	NA
4.15.4	Toys not propelled by a child	NA
4.15.5	Toys scooters	NA
4.16	Heavy immobile toys	NA
4.17	Projectiles	NA
4.17.1	General	NA
4.17.2	All projectiles	NA
4.17.3	Projectile toys with stored energy	NA
4.17.4	Certain projectile toys without stored energy	NA
4.18	Aquatic toys and inflatable toys	NA
4.19	Percussion caps specifically designed for use in toys and toys using percussion caps	NA
4.20	Acoustics	NA
4.21	Toys containing a non-electrical heat source	NA
4.22	Small balls	NA
4.23	Magnets	NA
4.23.1	General	NA
4.23.2	Toys other than magnetic/electrical experimental sets	NA
4.23.3	Magnetic/ electrical experimental sets	NA
4.24	Yo-yo balls	NA
4.25	Toys attached to food	NA
4.26	Toy Disguise Costumes	NA
4.27	Flying toys	NA
5	Toys intended for children under 36 months	
5.1	General requirements:	NA
(a)	Toys and removable components of toys shall not, whatever their position fit entirely in the cylinder	NA
(b)	When tested toys shall not produce any parts which, whatever their position, fit entirely in the cylinder, or exhibit accessible hazardous sharp edges or accessible hazardous sharp points and hazardous magnetic	NA
(c)	Metal points and wires with a cross section of 2mm or less	NA
(d)	Large and bulky toys	NA
(e)	Glued wooden toys and toys with glued-on plastic decals	NA
(f)	The casing of toys intended for children too young to sit up unaided	NA
(g)	For form toys and toys containing accessible foam components	NA
5.2	Soft-filled toys and soft-filled parts of a toy	NA

(a)	Hard and sharp contaminants	NA
(b)	Soft-filled toys and soft-filled parts of a toy containing small parts	NA
(c)	Fibrous filling material	NA
5.3	Plastic sheeting	NA
5.4	Cords, chains and electrical cables in toys	NA
5.4.1	General	NA
5.4.2	Cords and chains in toys intended for children under 18 months	NA
5.4.3	Cords and chains in toys intended for children of 18 months or over but under 36 months	NA
5.4.4	Fixed loop, tangled loops and nooses	NA
5.4.5	Cords and chains on pull along toys	NA
5.4.6	Electrical cables	NA
5.4.7	Cross-sectional dimension of certain cords	NA
5.4.8	Self-retracting cords	NA
5.4.9	Toys attached to or intended to be strung across a cradle, cot or perambulator	NA
5.5	Liquid-filled toys	NA
5.6	Speed limitation of electrically-driven ride-on toys	NA
5.7	Glass and porcelain	NA
5.8	Shape and size of certain toys	NA
5.9	Toys comprising monofilament fibers	NA
5.10	Small balls	NA
5.11	Play figures	NA
5.12	Hemispheric-shaped toys	NA
5.13	Suction cups	NA
5.14	Straps intended to be worn fully or partially around the neck	NA
5.15	Sledges with cords for pulling	NA
6	Packaging	NA
7	Warnings, markings and instructions for use	
7.1	General	NA
7.2	Toys not intended for children under 36 months	NA
7.3	Latex balloons	NA
7.4	Aquatic toys	NA
7.5	Functional toys	NA

7.6	Hazardous sharp functional edges and points	NA
7.7	Projectile toys	NA
7.8	Imitation protective masks and helmets	NA
7.9	Toy kites	NA
7.10	Roller skates, inline skates, skateboards and certain other ride-on toys	NA
7.11	Toys intended to be attached to or strung across a cradle, cot, or perambulator	NA
7.12	Liquids-filled teethingers	NA
7.13	Percussion caps specifically designed for use in toys	NA
7.14	Acoustics	NA
7.15	Toy bicycles	NA
7.16	Toys intended to bear the mass of a child	NA
7.17	Toys comprising monofilament fibres	NA
7.18	Toy scooters	NA
7.19	Rocking horses and similar toys	NA
7.20	Magnetic/electrical experimental sets	NA
7.21	Toys with electrical cables exceeding 300mm in length	NA
7.22	Toys with cords or chains intended for children of 18 months and over but under 36 months	NA
7.23	Toys intended to be attached to a cradle, cot or perambulator	NA
7.24	Sledges with cords for pulling	NA
7.25	Flying toys	NA
7.26	Improvised projectiles	NA

Note:

1. NA = Not Applicable
2. BS EN 71-1:2014+A1:2018 test data quote from EN 71-1:2014+A1:2018.

Remark: It is drawn to your attention that the product identification number, name and address of manufacturer and importer in UK country together with CE/UKCA-marking should appear as specified in Toy(Safety) Regulations 2011.

*** To be continued ***

4.Flammability - BS EN 71-2:2020

Section	Testing Items	Result
		1
4.1	General requirements	PASS
4.2	Toys to be worn on the head	NA
4.3	Toy disguise costumes and toys intended to be worn by a child in play	NA
4.4	Toys intended to be entered by a child	NA
4.5	Soft-filled toys	NA

- Note:**
1. NA = Not Applicable.
 2. BS EN 71-2:2020 test data quote from EN 71-2:2020.



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

5.Migration of Certain Elements (Category III)

Method: With reference to EN 71-3:2019+A1:2021,analyzed by Inductively Coupled Plasma Mass Spectrometry (ICP-MS).

Test Item(s)	Unit	MDL	Result
			2
Extractable Boron (B)	mg/kg	5	N.D.
Extractable Aluminum (Al)	mg/kg	5	N.D.
Extractable Chromium (III)(Cr III)	mg/kg	5	N.D.
Extractable Chromium (VI)(Cr VI)	mg/kg	0.053	N.D.
Extractable Manganese (Mn)	mg/kg	5	N.D.
Extractable Cobalt (Co)	mg/kg	5	N.D.
Extractable Nickel (Ni)	mg/kg	5	N.D.
Extractable Copper (Cu)	mg/kg	5	N.D.
Extractable Zinc (Zn)	mg/kg	5	N.D.
Extractable Arsenic (As)	mg/kg	2.5	N.D.
Extractable Selenium (Se)	mg/kg	5	N.D.
Extractable Strontium (Sr)	mg/kg	5	115
Extractable Cadmium (Cd)	mg/kg	5	N.D.
Extractable Tin(Sn)	mg/kg	3.2	N.D.
Extractable Organic Tin	mg/kg	3.2	N.D.
Extractable Antimony (Sb)	mg/kg	5	N.D.
Extractable Barium (Ba)	mg/kg	5	6
Extractable Mercury (Hg)	mg/kg	5	N.D.
Extractable Lead (Pb)	mg/kg	2	N.D.

*** To be continued ***

Limited Value for migration of certain elements

Test Item(s)	Unit	Category I	Category II	Category III
Extractable Boron (B)	mg/kg	1200	300	15000
Extractable Aluminum (Al)	mg/kg	2250	560	28130
Extractable Chromium (III)(Cr III)	mg/kg	37.5	9.4	460
Extractable Chromium (VI)(Cr VI)	mg/kg	0.02	0.005	0.053
Extractable Manganese (Mn)	mg/kg	1200	300	15000
Extractable Cobalt (Co)	mg/kg	10.5	2.6	130
Extractable Nickel (Ni)	mg/kg	75	18.8	930
Extractable Copper (Cu)	mg/kg	622.5	156	7700
Extractable Zinc (Zn)	mg/kg	3750	938	46000
Extractable Arsenic (As)	mg/kg	3.8	0.9	47
Extractable Selenium (Se)	mg/kg	37.5	9.4	460
Extractable Strontium (Sr)	mg/kg	4500	1125	56000
Extractable Cadmium (Cd)	mg/kg	1.3	0.3	17
Extractable Tin(Sn)	mg/kg	15000	3750	180000
Extractable Organic Tin	mg/kg	0.9	0.2	12
Extractable Antimony (Sb)	mg/kg	45	11.3	560
Extractable Barium (Ba)	mg/kg	1500	375	18750
Extractable Mercury (Hg)	mg/kg	7.5	1.9	94
Extractable Lead (Pb)	mg/kg	2	0.5	23

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

Category II: Liquid or sticky materials

Category III: Scrapped-off materials

- Note:**
- 1.mg/kg = milligram per kilogram (ppm).
 - 2.MDL= Method detection limit.
 - 3.N.D. = Not detected, less than MDL.
 - 4.Migration of organic tin is expressed as tributyltin cation content.
 - 5.The above dissolvable hexavalent chromium and dissolvable trivalent chromium and soluble organotin are judged on the basis of dissolvable chromium and dissolvable tin.

*** To be continued ***

6.Migration of Certain Elements (Category III)

Method: With reference to BS EN 71-3:2019+A1:2021,analyzed by Inductively Coupled Plasma Mass Spectrometry (ICP-MS).

Test Item(s)	Unit	MDL	Result
			2
Extractable Boron (B)	mg/kg	5	N.D.
Extractable Aluminum (Al)	mg/kg	5	N.D.
Extractable Chromium (III)(Cr III)	mg/kg	5	N.D.
Extractable Chromium (VI)(Cr VI)	mg/kg	0.053	N.D.
Extractable Manganese (Mn)	mg/kg	5	N.D.
Extractable Cobalt (Co)	mg/kg	5	N.D.
Extractable Nickel (Ni)	mg/kg	5	N.D.
Extractable Copper (Cu)	mg/kg	5	N.D.
Extractable Zinc (Zn)	mg/kg	5	N.D.
Extractable Arsenic (As)	mg/kg	2.5	N.D.
Extractable Selenium (Se)	mg/kg	5	N.D.
Extractable Strontium (Sr)	mg/kg	5	115
Extractable Cadmium (Cd)	mg/kg	5	N.D.
Extractable Tin(Sn)	mg/kg	3.2	N.D.
Extractable Organic Tin	mg/kg	3.2	N.D.
Extractable Antimony (Sb)	mg/kg	5	N.D.
Extractable Barium (Ba)	mg/kg	5	6
Extractable Mercury (Hg)	mg/kg	5	N.D.
Extractable Lead (Pb)	mg/kg	2	N.D.

*** To be continued ***

Limited Value for migration of certain elements

Test Item(s)	Unit	Category I	Category II	Category III
Extractable Boron (B)	mg/kg	1200	300	15000
Extractable Aluminum (Al)	mg/kg	2250	560	28130
Extractable Chromium (III)(Cr III)	mg/kg	37.5	9.4	460
Extractable Chromium (VI)(Cr VI)	mg/kg	0.02	0.005	0.053
Extractable Manganese (Mn)	mg/kg	1200	300	15000
Extractable Cobalt (Co)	mg/kg	10.5	2.6	130
Extractable Nickel (Ni)	mg/kg	75	18.8	930
Extractable Copper (Cu)	mg/kg	622.5	156	7700
Extractable Zinc (Zn)	mg/kg	3750	938	46000
Extractable Arsenic (As)	mg/kg	3.8	0.9	47
Extractable Selenium (Se)	mg/kg	37.5	9.4	460
Extractable Strontium (Sr)	mg/kg	4500	1125	56000
Extractable Cadmium (Cd)	mg/kg	1.3	0.3	17
Extractable Tin(Sn)	mg/kg	15000	3750	180000
Extractable Organic Tin	mg/kg	0.9	0.2	12
Extractable Antimony (Sb)	mg/kg	45	11.3	560
Extractable Barium (Ba)	mg/kg	1500	375	18750
Extractable Mercury (Hg)	mg/kg	7.5	1.9	94
Extractable Lead (Pb)	mg/kg	2	0.5	23

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

Category II: Liquid or sticky materials

Category III: Scrapped-off materials

- Note:**
- 1.mg/kg = milligram per kilogram (ppm).
 - 2.MDL= Method detection limit.
 - 3.N.D. = Not detected, less than MDL.
 - 4.Migration of organic tin is expressed as tributyltin cation content.
 - 5.The above dissolvable hexavalent chromium and dissolvable trivalent chromium and soluble organotin are judged on the basis of dissolvable chromium and dissolvable tin.
 - 6.BS EN 71-3:2019+A1:2021 test data quote from EN 71-3:2019+A1:2021.

*** To be continued ***

7.Pentachlorophenol (PCP) Content

Method: With reference to ISO 15320:2001, analysis was performed by GC-MS.

Test Item	MDL(mg/kg)	Test Results(mg/kg)	Limited Value(mg/kg)	Conclusion
		3		
Pentachlorophenol (PCP)	0.1	N.D.	5	PASS

- Note:**
1. mg/kg = milligram per kilogram (ppm).
 2. MDL = Method detection limit.
 3. N.D. = Not detected, less than MDL.

8.Packaging Item Content

Method: For Pb ,Cd and Cr content: With reference to IEC62321-5:2013, Analysis was performed by ICP-MS.
For Hg content: With reference to IEC 62321-4:2013+A1:2017, Analysis was performed by ICP-MS.

Test Item(s)	MDL(mg/kg)	Test Results(mg/kg)	Limited Value (mg/kg)
		4	
Pb	2	N.D.	Pb+Cd+Hg+Cr(VI) ≤100
Cd	2	N.D.	
Hg	2	N.D.	
Cr(VI)	2	N.D.	
Total		--	

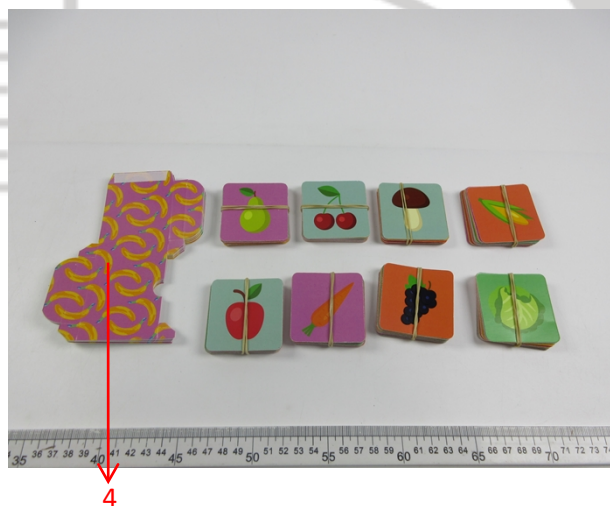
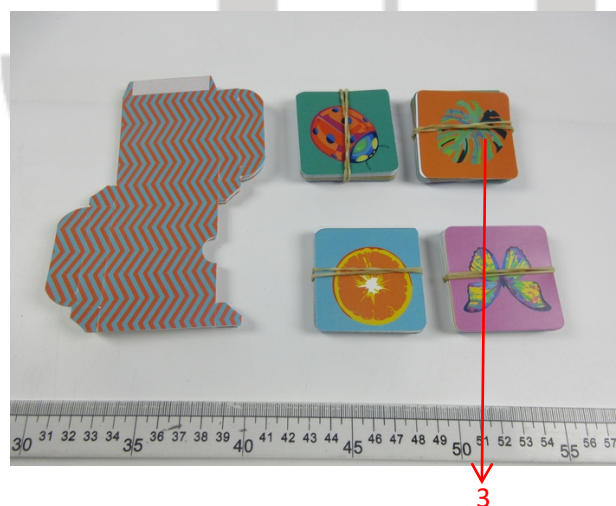
- Note:**
1. MDL = Method detection limit.
 2. N.D.= Not detected, less than MDL.
 3. Hexavalent chromium is calculated from total chromium.

*** To be continued ***

Test Material List:

Material No.	Description	Location
1	Minimor Eco custom memory game	Entirety (Animals)
2	White paper with colorful printing	Card (Carrot)
3	White paper with colorful printing	Card (Leaf)
4	White paper with colorful printing	Box (Banana)

Sample Photos



*** To be continued ***



25020570

*** End of Report ***



TEST REPORT

Report No.: JTS25020570-1E

Date: Feb. 17, 2025

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GENERAL CONDITIONS OF SERVICES

JTS Testing Services Co., Ltd. (hereinafter "JTS"), while reserving the right to decline, without giving any reason whatsoever, any request for the undertaking of a test or investigation, will carry out at the request of the clients the required test or investigation subject always to the following conditions:

1. JTS 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 Sample(s) to be tested or investigated shall be delivered at the costs of the Clients and in accordance with the requirements of JTS. Improper shipping, packaging, and labeling of the Sample(s) by the Client may result in incorrect testing results, JTS shall be under no obligation to the Clients. At the conclusion of the test or investigation, the Clients shall, if required by JTS, collect the Sample(s). In any event, if the Sample(s) are not collected by the Clients within 60 days from the issuance date of the test report (for perishable items such as food and water samples, the relevant period shall be the preserving period up to 30 days), JTS may at its discretion dispose of the Sample(s) without any compensation to the Clients.
3. The Clients shall always comply with the following before or during JTS 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, JTS will not bear any relevant responsibilities;
 - b) giving timely instructions and adequate information to enable JTS to perform the services effectively;
 - c) supply, when requested by JTS, 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 JTS in advance of any hazards or dangers, actual or potential, associated with any order of samples or testing;
 - f) provide all necessary access for JTS'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 JTS, failing which JTS shall be under no obligation to the Clients.
4. Subject to JTS's accepting the Client's instructions, JTS will issue reports or certificates which reflect statements of opinion made with due care within the scope of instructions but JTS 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 JTS within 30 days after the date receiving the report or certificate, otherwise, JTS will not hear the case after the date limit.
5. JTS 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 JTS.
6. A test report will be issued in confidence to the Clients and it will be strictly treated as such by JTS. 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 JTS. The Clients to whom the Report is issued may, however, show or send it, or a certified copy thereof prepared by JTS, to his customer, supplier or other persons directly concerned. JTS 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.
7. Applicants wishing to use JTS's reports in court proceedings or arbitration shall inform JTS to that effect prior to submitting the sample for testing.
8. The report will refer only to the sample tested and will not apply to the bulk, unless the sampling has been carried out by JTS and is stated as such in the Report. Also, the report is only for reference.
9. 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 JTS only and do not affect the scope of the services or the obligations accepted by JTS.
10. If the Clients do not specify the methods/standards to be applied, JTS will choose the appropriate ones and further information regarding the methods can be obtained by direct contact with JTS, for the in-house method, JTS will only provide the summary.
11. No liability shall be incurred by and no claim shall be made against JTS 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 JTS or any work places in which the testing is carried out, or in the course of transit to or from JTS 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 JTS.
12. JTS 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.
13. Subject to Clause 11 and 12, the total liability of JTS in respect of any claim of loss, damage or expense of whatsoever nature shall not exceed a total sum equal to two times the amount of the service fee payable in respect of the services directly related to such claim, and JTS's liability shall not include any indirect, special or consequential loss of the Clients.
14. In the event of JTS prevented by any cause outside JTS's control from performing any service for which an order has been given or an agreement made, the Clients shall pay to JTS:
 - 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 JTS, and JTS shall be relieved of all responsibility whatsoever for the partial or total non-performance of the required service.
15. JTS 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 JTS 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.
16. The Clients acknowledge that JTS 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. JTS is neither an insurer nor a guarantor and disclaims all liability in such capacity.
17. The Clients shall hold harmless and indemnify JTS 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.
18. 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, JTS reserves the right to withdraw it, and to adopt any other measures which may be appropriate.
19. Samples are deposited with and accepted by JTS 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 JTS or its servants, agent, employees or independent contractors.
20. If the requirements of the Clients require the analysis of samples by the Clients' or any third party's laboratory, JTS will only convey the result of the analysis without responsibility for its accuracy. If JTS is only able to witness an analysis by the Clients' or any third Party's laboratory JTS will only confirm that the correct sample has been analyzed without responsibility for the accuracy of any analysis or results.
21. In the event of any unforeseen additional time or costs being incurred in the course of carrying out any of its services, JTS shall be entitled to charge the Clients additional fees to reflect the additional time and costs incurred.
22. All rights (including but not limited to copyright) in any reports, certificates or other materials produced by JTS in the course of providing its services shall remain vested in JTS.
23. Unless otherwise agreed in writing, payment is to be made within 10 days from the date of Invoice or the date of the Debit Note, all charges rendered by JTS or interest will become due at the rate of three percent per month from the date of invoice until actual payment. The Clients are also responsible for settling all JTS's costs of collecting the charges owed, including legal fees.
24. 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. JTS is not liable for any disclosure, error or omission in the content of such messages as a result of electronic transmission.
25. If necessary, JTS may subcontract part of or all tests to competent subcontractors. If no objection is raised at the time of the Clients submitting the application, JTS shall assume the Client's approval.
26. 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 JTS's random inspection or testing or audit.
27. JTS 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.
28. 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.
29. 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.
30. In general sample will be stored for 60 days. But for liquid, powder, etc semi-product & fragile product, it will be stored only for 30 days.

Zhejiang J-testing Service Co., Ltd.

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