



FOOD CONFORMITY DECLARATION
In accordance with Italian law D.M. 21.03.1973 e s.m.i. : hygiene discipline of packaging, containers, utensils, intended to come into contact with foodstuffs.

MINIPACK-TORRE S.p.A.
Via Provinciale, 54 - 24044 - DALMINE (BG)

We declare under our sole responsibility that the following products:

- BUMV...Vacuum Pouches 95/150 µm L x P
- BUMC...Embossed Vacuum Pouches 190 µm L x P
- BUMB...Cooking Vacuum Pouches 95 µm L x P

They comply with the requirements indicated in the Community Legislation:

- Regulation 1935/2004 EC of 27/10/2004
- Regulation 1895/2005 EC of 19/11/2005
- Regulation 2023/2006 EC of 12/22/2006

and to the following Italian Legislation:

- D.M. 09/24/2008 n.174 (of the D.M. 21.03.73, rec.DM. 215 of 10/11/08, rec. Dir. 2007/19 / CE)

Furthermore we declare that they have been applied:

- D.M. No. 258 of 21/12/2010
- Decree Minister of Labor, Health and Social Policies 27/10/2009, n.176
- Directive 2002/72 / EC (modified by Dir. 2005/79 / CE and Dir.2007 / 19 / CE)
- D.M. n.220 of 26/04/1993
- EC Regulation 10/2011 of 14/01/2011

These products are suitable for food contact and can be used to pack food, according to the laws and regulations listed.

The products are produced in Italy.

1.) Main characteristics Vacuum Pouches BUMV..... 95 µm

- **STRUCTURE: PA(POLYAMMIDE) 18 µm / PE(POLYETILENE) 67 µm**
- **Basic Material Data Sheet: A/90**

Property	Value	Unit	Method
Thickness - Overall	85	Micron	Internal Method
Unit Weight	83	g/m ²	Internal Method
Tensile Strength	MD: >40 TD: >30	N/15mm	DIN EN ISO 527 - 1-3
Elongation at break	MD: > 200 TD: >350	%	DIN EN ISO 527 - 1-3
Seal resistance	>25	N/15 mm	150°C/5bar/1.0 sec
Oxygen Transmission Rate	<65	cm ³ /m ² *24h ad 1 atm	DIN 53380 23° 0% R.H.
Water vapor transmission rate	< 3	g/m ² *24h ad 1 atm	DIN 53122 23° 85% R.H.
Max temperature of refrigeration	-20	°C	Internal Method
temperature and time heating	70°C Max 2h	°C h	Internal Method
Max temperature and time heating	100 °C Max 15'	°C min	Internal Method

- Tolerance weight and thickness = 10%
- Storage conditions Temperature (15-20 °C) Air Humidity (40-60%)
- Thermal date are relate to migration.
- NOT SUITABLE FOR PASTEURIZATION

2.) Main characteristics Vacuum Pouches BUMV..... 150 µm

- **STRUCTURE: PA (POLIAMMIDE) 25 µm / PE (POLIETILENE) 115 µm**
- **Basic Material Data Sheet: A/150**

Property	Value	Unit	Method
Thickness - Overall	140	Micron	Internal Method
Unit Weight	134	g/m ²	Internal Method
Tensile Strenght	MD: >55 TD: >35	N/15mm	DIN EN ISO 527 - 1- 3
Elongation at break	MD:> 250 TD: >400	%	DIN EN ISO 527 - 1- 3
Seal resistance	>25	N/15 mm	150°C/5bar/1.0 sec
Seal range	115 -140	°C	Internal Method
Oxygen Transmission Rate	<40	cm ³ /m ² *24h ad 1 atm	DIN 53380 23° 0% R.H.
Water vapor transmission rate	< 1	g/m ² *24h ad 1 atm	DIN 53122 23° 85% R.H.
Max temperature of refrigeration	-20	°C	Internal Method
temperature and time heating	70°C Max 2h	°C h	Internal Method
Max temperature and time heating	100 °C Max 15'	°C min	Internal Method

- Tolerance weight and thikness = 10%
- Thermal date are relate to migration
- Storage conditions Temperature (15-20 °C) Air Humidity (40-60%)
- NOT SUITABLE FOR PASTEURIZATION

3.) Main characteristics Embossed Vaccum Pouches BUMC..... 190 µm L x P

- **STRUCTURE**

Smooth side - Basic Material Data Sheet: A/90			
Thickness - Overall	PA-PE	85	Micron
Structure	PA (polyamide)	20	Micron
	PE (polyethylene)	65	Micron
Unit Weight		83	g/m ²

Tolerances on Composition (Thickness and Weight: + - 10%)

Embossed side - Basic Material Data Sheet: A/100			
Thickness - Overall	PA-PE	100 ₃	Micron
Structure	PA (polyamide)	20	Micron
	PE (polyethylene)	80	Micron
Unit Weight		96,4	g/m ²

Tolerances on Composition (Thickness and Weight: + - 10%)

3 : Film thickness not embossed

Property	Value	Unit	Method
Thickness - Overall	190	Micron	Internal Method
Unit Weight	180	g/m ²	Internal Method
Tensile Strenght	Id1: > 40 Cd2: >30	N/15mm	DIN EN ISO 527 - 1- 3
Elongation at break	Id1:> 200 Cd2: > 250	%	DIN EN ISO 527 - 1- 3
Seal resistance	>25	N/15 mm	150°C/5bar/1.0 sec
Seal range	115 -140	°C	Internal Method
Oxygen Transmission Rate	<50	cm ³ /m ² *24h ad 1 atm	DIN 53380 23° 0% R.H.
Water vapor transmission rate	< 3	g/m ² *24h ad 1 atm	DIN 53122 23° 85% R.H.
Max temperature of refrigeration	-20	°C	Internal Method
temperature and time heating	70	°C	Internal Method

	Max 2	h	
Max temperature and time heating	100 Max 15	°C min	Internal Method

1: Id Longitudinal traction

2: Cd Transversal Traction

- Tollerance weight and thickness = 10%
- Thermal date are relate to migration
- Storage conditions Temperature (15-20 °C) Air Humidity (40-60%)
- NOT SUITABLE FOR PASTEURIZATION

4.) Main characteristics of the base material

We declare that the products vacuum pouches in PA/PE smooth and embossed supplied to you for food packaging are in compliance with the following community legislations :

- CE Reg. : 1935/2004, 1895/2005, 2023/2006, .10/2011, DM21.03.1973, DPR 777/1982

The product is manufactured with the following materials/substances:

- PA - POLYAMMIDE bio-oriented
- PE - POLYTHIENE (layer in contact with the food)

These have been defined as “mono-material multilayers”, and they contain the following substances which are subject to these restrictions:

SUBSTANCE	Specific migration limit - LMS (according to R.b. UE 10/2011)	Specific migration limit - LMS (T) (according to R.b. UE 10/2011)
Ammine aromatiche primarie	0.01 mg/Kg	
Caprolattame (CAS 000105-60-2)	15 mg/Kg	
Vinil Acetato	12 mg/Kg	
Esametilendiammina (CAS 000124-09-4)	2,4 mg/Kg	
Fosfito di tris nonile (REF. 74400)	30 mg/kg	
Polietilenglicole(EO=1-50) (C8-C22) (REF.77708)	1.8 mg/Kg	
Propionato di Ottadecile (CAS 0002082-79-3)	6 mg/Kg	
Etilenimmina (CAS 000151-56-4)	ND	

METALS	Specific migration limit - LMS (according to R.b. UE 10/2011)
Barium	1mg/Kg
Cobalt	0,05mg/Kg
Manganese	0,6mg/Kg
Zinc	25mg/Kg
Rame	5mg/Kg
Iron	48mg/Kg
Lithium	0,6mg/Kg

In the Products there is the follow DUAL USE substances

- **Talco (E553b)**
- **Diossido di Silicio (E551)**
- **Polietilenglicole (E1521)**

The mentioned lists were obtained from our suppliers' declarations . This product vacuum sack in PA/PE smooth and embossed respects the limits of global migration and specific restrictions in these following test conditions:

Overall Migration

- simulant B: Acetic acid 3 % p/v
- simulant D1: Ethyl Alcohol 50% v/v
- simulant D2: Rectified olive oil
- Time and temperature: 10 days to 40 °C

Specific Migration

- simulant B : Acetic acid 3 % p/v
- simulant D1 : Ethyl Alcohol 50% v/v
- simulant D2 : Rectified olive oil

- Time and temperature: 10 days to 60 °C
- Contact mode: mask immersed in simulant
- Volume of food simulant used: 100 ml
 - Contact surface: 100 dm² LR (detection limit): 1mg/ dm²

Tests of global and specific migrations were made in compliance with CE Reg. 10/2011 requirements. Therefore they can be used for the packaging of foodstuffs like : aqueous , acids, alcoholic, dairy products and oily or fatty products which are provided of the simulants B, D1 e D2

4.1) Time and temperature of treatment and storage in contact with foodstuffs

- Longer storage over six months at room temperature or lower (refrigeration temperatures or freeze up to maximum - 20 °C);
- Cooking in for short time: 70 °C for max 2 h;
- Cooking for most short time: max 15 min for 100 °C

The global migration limit, together with other specific restrictions for monomers and / or additives present in the material, are respected in the conditions of use above mentioned.

The statement is supported by analytics tests or by migration's calculation of substances made in accordance with the directives 82 / 711/CEE, 85/572/CEE, available to the competent authorities.

The calculations have been made considering that 1 Kg of food comes in contact with 6 dm² of packaging material. And they complies to the EU Directives and its amendments concerning plastic materials and final articles intended to come into contact with food .

5.) Main characteristics Cooking Vacuum Pouches BUMB..... 95 µm L x D

• STRUCTURE:

The product A/95PP is manufactured with the following materials/substances:

Basic data: OPA/PP 90 µm

Composition of laminate :

- OPA (polyamide bi-oriented) : 15 µm
- PP (polypropylene ; layer in contact with food) : 75 µm

Property	Value	Unit	Method
Thickness - Overall	90	Micron	Internal Method
Unit Weight	86	g/m ²	Internal Method
Tensile Strenght	MD: >50 TD: >50	N/m m2	ASTM D 882
Elongation at break	MD: > 120 TD: > 120	%	ASTM D 882
Seal range	120 -150	°C	Internal Method
Permeability Oxygen Transmission Rate	<30	cm ³ /m ² *24h ad 1 atm	DIN 53380 23° 0% R.H.
Permeability Water vapor transmission rate	< 4	g/m ² *24h ad 1 atm	ASTM E 96 38° 90% R.H.
Max temperature of refrigeration Pasteurizable : minimum temperature of use 0° C	-40 0	°C	Internal Method
Temperature and time heating Microonde	110°C Max 1h 900W 60"	°C h W sec.	Internal Method
Max temperature and time heating to the process of pasteurization	121°C Max 30'	°C min	Internal Method

6.) Notes for Cooking Vacuum Pouches

These products may contain substances subject to LMS.

They are in accordance with limits of global and specific migration in the follow test conditions:

- Simulant: B, C, D - time and temperature: 10 days at 40°C
- Consolidated industrial tests have confirmed the adequacy to the process of pasteurization (121 ° C for 30 minutes) of the said product .
- In concordance with EC-Directive 82/711/EEC Basic rules tests of migration, 85/572/EEC simulant for the migration tests, and DM 21.03.1973, respectively, the migration limits are complied with under the above conditions.
- The calculations were made assuming that 1 kg of food in contact with 6 dm² of packaging materials.

As explained in Art. 5 and 16 of Regulation

N° 2004/1935/CE proper documentation is available to demonstrate and certify food contact films compliance.

- **The material contain the following DUAL USE additives: E284 ; E551**
- Tolerance weight and thickness = 10% .
- Thermal date are relate to migration
- Storage conditions : Temperature (10-40 °C) Air Humidity (40-60%)
- SUITABLE FOR PASTEURIZATION AND COOKING

7.) Test report

7.1) File 0144108881a 001

Ref. : Regulation (EC) no 1935/2004

- Sensorial examination for transfer of smell and taste : PASS
- the migratory behavior of simulating solvents the food: PASS
- Specific migration of metals , metal realease from plastic : PASS
- Screening of plasticizer : ABSENT
- Specific migration of caprolactam (Used in the manufacture of polyamide) : PASS
- Migration of N,N-bis(2-hydroxyethyl)alkyl(C8-C18)amine (residual quantity in the plastic which, degraded, It may involve its migration) : PASS
- Migration of 9,9-bis(methoxymethyl)fluorene (residual quantity in the plastic which, degraded, It may involve its migration) : PASS

7.2) File 0144108881b 001

Ref. : D.P.R. no.777 23/08/1082 (Compliance with Italian legislation)

Verification Methods and results as file 0144108881a 001

7.3) File 0144108881c 001

- Verification of the presence of Bisphenol A : Test result : pass
- Verification of the presence of PAHs (Polycyclic Aromatic Hydrocarbons) ; Test result : pass

7.4) Our envelopes are BPA free (see file 0144108881c 001)

Tests made show that they do not transmit any poisonous plasticiers (ftalates) (see file 0144108881a 001)

Data: 20/09/2022.

On behalf of
Minipack-Torre Spa
Quality Assurance Manager
Cattaneo Maurizio

Test Report No.: 0144108881a 001

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Client: **MINIPACK TORRE S.P.A.**
Via Provinciale 54, 24044 Dalmine (BG) - Italy

Test item(s): Bag

**Identification/
Model No(s):** VACUUM MACHINE
MODEL NO.: MV04IA03/P

Sample Receiving date: 2016-06-22

Delivery condition: Apparent good, Samples tested as received

Test specification:

Selected tests for the suitability for contact with foodstuffs complied with the following regulations:
- Regulation (EC) no 1935/2004 on materials and articles intended to come into contact with food.

Test result:

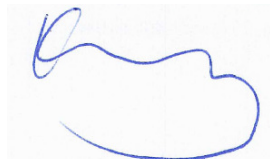
PASS

Other Information:

Test period: 2016-06-29 – 2016-07-14

Our reference no. of this report: AZ238863

**For and on behalf of
TÜV Rheinland (Hong Kong) Ltd.**



2016-07-25

Kenny Liu / Senior Project Chemist

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.*

Test Report No.: 0144108881a 001

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Material list:

Item: VACUUM MACHINE
MODEL NO.: MV04IA03/P

Material No.	Material	Color	Location
M001	Plastic	Transparent	Plastic bag

Test Results

1. Sensorial Examination

Test method: It is examined to the extent of food simulant being used, which comes into contact with the product, undergoes detectable changes in taste and smell.

For this purpose, the food simulant was stored in the product under the below mentioned time and temperature. Afterwards, the food simulant was examined by an appropriate number of tasters with regard to any divergence in smell and taste. Another test sample, which was used as a reference, was treated by the same way except that it had no contact with the product to be tested.

Before testing, the product had been cleaned according to the product's instruction manual or in the absence of such manual, by normal household cleaning.

The test is carried out on the basis of ISO 13302 by paired comparison test:

Evaluation scheme:

- 0 = No discernible deviation
- 1 = Barely discernible deviation
- 2 = Weak deviation
- 3 = Clear deviation
- 4 = Strong deviation

Limit: 3 (failed)

The following simulating solvents and test conditions were stipulated:

food simulant	test duration/temperature
Water	10 days at 40°C

Test No.:	T001	Limit
Material No.:	M001	
Parameter	Result (Average)	
transfer of smell into foodstuffs	1	<3
transfer of taste into foodstuffs	1	<3

The submitted product is inconspicuous with regard to the transfer of smell and taste to the food simulant.

2. Global Migration from Plastic

Test method: The migratory behaviour is examined with reference to Chapter V, Article 18 of Commission Regulation 10/2011 and its amendments. Deviating to the regulations the following tests were performed as orientating single tests.

Limit: Commission Regulation (EU) No 10/2011 and its amendments

The following simulating solvents and test conditions were stipulated:

food simulant	test duration/temperature
3% Acetic acid	10 days at 40°C
95% Ethanol	10 days at 40°C
Isooctane	2 days at 20°C

Test No.:	T001		Limit
Material No.:	M001		
Parameter	Unit	Result	
3% Acetic acid	mg/dm ²	<2.0	10
95% Ethanol	mg/dm ²	2.5	10
Isooctane (third migration)	mg/dm ²	4.3	10

Abbreviation: mg/dm² = milligram per square decimetre

Remark:

*1. Ratio of food contact surface area to volume used to establish the compliance of the material is 1dm²:167ml.

*2. The examined item meets the requirement.

3. Specific Migration of metals, Metal-release from Plastic

Test method: The migratory behaviour is examined with reference to Chapter V, Article 18 of Commission Regulation 10/2011 and its amendments. The determination of amounts of metals that were released is done via ICP-OES with reference to ISO 11885:2007.

Limit: Commission Regulation (EU) No 10/2011 and its amendments

The following simulating solvents and test conditions were stipulated:

food simulant	test duration/temperature
3% Acetic acid	10 days at 40°C

Test No.:	T001		Limit
Material No.:	M001		
Parameter	Unit	Result	
Barium	mg/kg	<0.1	1
Cobalt	mg/kg	<0.01	0.05
Copper	mg/kg	<0.1	5
Iron	mg/kg	<1	48
Lithium	mg/kg	<0.1	0.6
Manganese	mg/kg	<0.1	0.6
Zinc	mg/kg	<1	25

Abbreviation: mg/kg = milligram per kilogram
 < = less than

The examined item meets the requirement.

4. Specific Migration of Primary Aromatic Amines from Plastic

Test method: The migratory behaviour is examined with reference to Chapter V, Article 18 of Commission Regulation 10/2011 and its amendments. Presence of primary aromatic amines is carried out with reference to Kunststoffe im Lebensmittelverkehr, Book 2, Teil B II, XXI.

Limit: Commission Regulation (EU) No 10/2011 and its amendments

The following simulating solvents and test conditions were stipulated:

food simulant	test duration/temperature
3% Acetic acid	10 days at 40°C

Test No.:	T001		Limit
Material No.:	M001		
Parameter	Unit	Result	
Primary aromatic amines	mg/kg	<0.01	n.d. (<0.01)

Abbreviations: mg/kg = milligram per kilogram
 < = less than
 n.d. = not detected (<0.01 mg/kg)

The examined item meets the requirement.

5. Screening of Plasticizer

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

Screening list of plasticizers acc. to table 1

Limit: Commission Regulation (EU) No 10/2011

Test No.:	T001				
Material No.:	M001				
Parameter	CAS No.	Unit	RL	Result	Limit
Benzylbutyl phthalate (BBP)	85-68-7	%	0.01	n.d.	0.1
Diethylhexyl phthalate (DEHP)	117-81-7	%	0.01	n.d.	0.1
Dibutyl phthalate (DBP)	84-74-2	%	0.01	n.d.	0.05
Diisononyl phthalate (DINP)	28553-12-0, 68515-48-0	%	0.01	n.d.	0.1
Diisodecyl phthalate (DIDP)	26761-40-0, 68515-49-1	%	0.01	n.d.	0.1

Abbreviations:

n.d. = Not detected (<Reporting Limit)

RL = Reporting Limit

% = Percentage

Remark:

- *1 If used as a plasticizer the following restrictions apply:
 - BBP, DINP, DIDP: Can be used as a) as a plasticizer in repeated use materials and articles or b) as a plasticizer in single-use materials and articles containing non-fatty foods except for infant formulae and follow-on formulae as defined by Directive 2006/141/EC or processed cereal-based foods and baby foods for infants and young children as defined by Directive 2006/125/EC
 - DEHP, DBP: Can be used as a plasticizer in repeated use materials and articles contacting non-fatty foods
 Further limitations concerning the specific migration of the respective substance still apply.
- *2 If used as a technical support agent the total content limitation of the respective substance within the final product apply as indicated in the table above.
- *3 The examined item meets the requirement.

Plasticizer Name	CAS No.
Di-n-pentylphthalat (DnPP)	131-18-0
Benzylbutyl phthalate (BBP)	85-68-7
Diethylhexyl phthalate (DEHP)	117-81-7
Dibutyl phthalate (DBP)	84-74-2
Diisononyl phthalate (DINP)	28553-12-0, 68515-48-0
Diisodecyl phthalate (DIDP)	26761-40-0, 68515-49-1
Di-n-octylphthalat (DNOP)	117-84-0
Dimethylphthalat (DMP)	131-11-3
Diethylphthalat (DEP)	84-66-2
Butyl-i-butylphthalat	17851-53-5
Trimethylpentandiolisobutytrat (TXIB)	6846-50-0
Diisononyladipat (DINA)	33703-08-1
Acetyltributylcitrat (ATBC)	77-90-7
Diethylhexyladipat (DEHA)	103-23-1
Hexamoll®	166412-78-8
Mesamoll®	91082-17-6
Triphenylphosphat	115-86-6
Tri-o-kresylphosphat	78-30-8
Tri-m-kresylphosphat	563-04-2
Tri-p-kresylphosphat	78-32-0
Butylbenzoat	136-60-7
Di(propylen glycol) dibenzoat, DPGDB	27138-31-4
Di(ethylen glycol) dibenzoat, DEGDB	120-55-8
LG FLEX EBN	610787-77-4
LG FLEX BET	610787-76-3
Tri(ethylhexyl)trimellitit, TOTM	3319-31-1
2-Ethylhexyldiphenylphosphat	1241-94-7
Di-iso-heptylphthalat, DIHeP	90937-19-2, 71888-89-6

Plasticizer Name	CAS No.
Pentyl-iso-pentylphthalat	84777-06-0
Bis-(2-methoxyethyl)phthalat	117-82-8
Diethylhexylterephthalat (DEHT)	6422-86-2
Di-(2-butoxyethyl)phthalat	117-83-9
Diallylphthalat	131-17-9
Dicyclohexylphthalat (DCP)	84-61-7
Bis-(3,5,5-trimethylhexyl)phthalat	14103-61-8
Dicapryladipat	108-63-4
Di-n-butylmaleat (DBM)	1190-39-2, 105-76-0
Di-(2-ethylhexyl)maleat	142-16-5
Butylstearat	123-95-5
Dimethyladipat	627-93-0
Dibutyladipat	105-99-7
Diisodecyladipat	27178-16-1, 27193-86-8
Di-(2-(2-butoxyethoxy)ethyl)adipat	141-17-3
Bis(2-butoxyethyl)adipat	141-18-4
Stearylstearat	2778-96-3
Di-n-propylphthalat	131-16-8
Di-n-hexylphthalat, DNHP	84-75-3
Di-n-heptylphthalat	3648-21-3
Di-n-nonylphthalat, DnNP	84-76-4
Di-n-decylphthalat	84-77-5
Di-n-undecylphthalat	91082-17-6
Diisoundecylphthalat, DIUP	96507-86-7
Di(2-propylheptyl)phthalat, DPHP	53306-54-0
Diisooctylphthalat, DIOP	27554-26-3
Diisobutylphthalat, DIBP	84-69-5
Diisopentylphthalat DiPP	605-50-5

6. Specific Migration of Caprolactam

Test method: The migratory behaviour is examined with reference to Chapter V, Article 18 of Commission Regulation 10/2011 and its amendments. Presence of Caprolactam is detected according to EN 13130-16.

Limit: Commission Regulation (EU) No 10/2011 and its amendments

The following food simulant and condition was applied:

food simulant	test duration/temperature
3% Acetic acid	10 days at 40°C

Test No.:	T001		
Material No.:	M001		
Parameter	Unit	Result	Limit
Caprolactam	mg/kg	< 5	15

Abbreviations:

mg/kg = milligram per kilogramm

< = Less than

The examined item meets the requirement

#7. Migration of N,N-bis(2-hydroxyethyl)alkyl(C8-C18)amine

Test method: The migratory behaviour is examined with reference to Chapter V, Article 18 of Commission Regulation 10/2011 and its amendments. Presence of N,N-bis(2-hydroxyethyl)alkyl(C8-C18)amine is detected by means of GC-MS.

Limit: Commission Regulation (EU) No 10/2011 and its amendments

The following simulating solvent and test condition was stipulated:

food simulant	test duration/temperature
50% Ethanol	10 days at 40°C

Test No.:	T001		
Material No.:	M001		
Parameter	Unit	Result	Limit
N,N-bis(2-hydroxyethyl)alkyl(C8-C18)amine	mg/kg	< 0.5	1.2

Abbreviations: mg/kg = Milligram per kilogram
 < = Less than

The examined item meets the requirement.

"#" indicates that the test is sub-contracted to a laboratory which complies with the requirement of ISO/IEC 17025:2005.

#8. Migration of 9,9-Bis(methoxymethyl)fluorene

Test method: The migratory behaviour is examined with reference to Chapter V, Article 18 of Commission Regulation 10/2011 and its amendments. Presence of 9,9-Bis(methoxymethyl)fluorene is detected by means of GC-MS.

Limit: Commission Regulation (EU) No 10/2011 and its amendments

The following simulating solvent and test condition was stipulated:

food simulant	test duration/temperature
50% Ethanol	10 days at 40°C

Test No.:	T001		
Material No.:	M001		
Parameter	Unit	Result	Limit
9,9-Bis(methoxymethyl)fluorene	mg/kg	< 0.01	0.05

Abbreviations: mg/kg = Milligram per kilogram
 < = Less than

The examined item meets the requirement.

"#" indicates that the test is sub-contracted to a laboratory which complies with the requirement of ISO/IEC 17025:2005.

Sample photos:



- 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 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 price list of TÜV Rheinland 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 or equivalent value in local currency, 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 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.
 - 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 government authorities, judicial court, accreditation bodies 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 required by laws, regulations and the requirements of working procedures of TÜV Rheinland.
 - 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 or equivalent amount in local currency; 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. Notwithstanding the above, in the event that the total and accumulated liability calculated according to the foregoing provisions exceeds 2.5 Million Euro or equivalent amount in local currency, the total and accumulated liability of TÜV Rheinland shall be only limited to and shall not exceed the said 2.5 Million Euro or equivalent amount in local currency.
 - 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 damages 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.
 - 13.3 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 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 laws of the People's Republic of China.
 - b) 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 laws of Taiwan.
 - c) 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.
 - 13.4 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 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) 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 TÜV Rheinland in question being legally registered and existing in Taiwan, 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.
 - c) in the case of TÜV Rheinland 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.

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.

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Client: **MINIPACK TORRE S.P.A.**
Via Provinciale 54, 24044 Dalmine (BG) - Italy

Test item(s): Bag

**Identification/
Model No(s):** VACUUM MACHINE
MODEL NO.: MV04IA03/P

Sample Receiving date: 2016-06-22

Delivery condition: *Apparent good, Samples tested as received*

Test specification:

Test result:

Selected tests for the suitability for contact with foodstuffs complied with the following regulations:

- Decreto Presidente della Repubblica no. 777, dated 23 August 1982

PASS

Other Information:

Test period: 2016-06-29 – 2016-07-14

Our reference no. of this report: AZ238863

**For and on behalf of
TÜV Rheinland (Hong Kong) Ltd.**



2016-07-25

Kenny Liu / Senior Project Chemist

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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Material List:

Item: VACUUM MACHINE
MODEL NO.: MV04IA03/P

Material No.	Material	Color	Location
M001	Plastic	Transparent	Plastic bag

Test Results

1. Sensorial examination

It is examined to the extent of food simulant being used, which comes into contact with the product, undergoes detectable changes in taste and smell. For this purpose, the food simulant was stored in the product under the below mentioned time and temperature. Afterwards, the food simulant was examined by appropriate number of tasters with regard to any divergence in smell and taste. Another test sample, which was used as a reference, was treated by the same way except that it had no contact with the product to be tested. Before testing, the product had been cleaned according to the product's instruction manual or in the absence of such manual, with hot water (60°C).

The test was carried out on the basis of ISO 13302 by paired comparison test.

Evaluation scheme for the transfer of taste and smell:

- 0 = no discernible deviation
- 1 = barely discernible deviation
- 2 = weak deviation
- 3 = clear deviation
- 4 = strong deviation

Limit: 3 (failed)

The following simulation solvents and test conditions were stipulated:

food simulant	test duration/temperature
Water	10 days at 40°C

Test No.:	T001	Limit
Material No.:	M001	
Parameter	Result (Average)	
transfer of smell into foodstuffs	1	<3
transfer of taste into foodstuffs	1	<3

The submitted product is inconspicuous with regard to the transfer of smell and taste to the food simulant.

2. Global Migration from Plastic

Test method: The migratory behaviour is examined with reference to Chapter V, Article 18 of Commission Regulation 10/2011 and its amendments. Deviating to the regulations the following tests were performed as orientating single tests.

Limit: Commission Regulation (EU) No 10/2011 and its amendments

The following simulating solvents and test conditions were stipulated:

food simulant	test duration/temperature
3% Acetic acid	10 days at 40°C
95% Ethanol	10 days at 40°C
Isooctane	2 days at 20°C

Test No.:	T001		Limit
Material No.:	M001		
Parameter	Unit	Result	
3% Acetic acid	mg/dm ²	<2.0	10
95% Ethanol	mg/dm ²	2.5	10
Isooctane (third migration)	mg/dm ²	4.3	10

Abbreviations: mg/dm² = milligram per square decimetre
< = less than

Remark:

- *1. Ratio of food contact surface area to volume used to establish the compliance of the material is 1dm² : 167ml.
- *2. The examined item meets the requirement.

3. Specific Migration of metals, Metal-release from Plastic

Test method: The migratory behaviour is examined with reference to Chapter V, Article 18 of Commission Regulation 10/2011 and its amendments. The determination of amounts of metals that were released is done via ICP-OES with reference to ISO 11885:2007.

Limit: Commission Regulation (EU) No 10/2011 and its amendments

The following simulating solvents and test conditions were stipulated:

food simulant	test duration/temperature
3% Acetic acid	10 days at 40°C

Test No.:	T001		Limit
Material No.:	M001		
Parameter	Unit	Result	
Barium	mg/kg	<0.1	1
Cobalt	mg/kg	<0.01	0.05
Copper	mg/kg	<0.1	5
Iron	mg/kg	<1	48
Lithium	mg/kg	<0.1	0.6
Manganese	mg/kg	<0.1	0.6
Zinc	mg/kg	<1	25

Abbreviations: mg/kg = milligram per kilogram
< = less than

The examined item meets the requirement.

4. Specific Migration of Primary Aromatic Amines from Plastic

Test method: The migratory behaviour is examined with reference to Chapter V, Article 18 of Commission Regulation 10/2011 and its amendments. Presence of primary aromatic amines is carried out with reference to Kunststoffe im Lebensmittelverkehr, Book 2, Teil B II, XXI.

Limit: Commission Regulation (EU) No 10/2011 and its amendments

The following simulating solvents and test conditions were stipulated:

food simulant	test duration/temperature
3% Acetic acid	10 days at 40°C

Test No.:	T001		Limit
Material No.:	M001		
Parameter	Unit	Result	
Primary aromatic amines	mg/kg	<0.01	n.d. (<0.01)

Abbreviations: mg/kg = milligram per kilogram
< = less than
n.d. = not detected (<0.01 mg/kg)

The examined item meets the requirement.

5. Screening of Plasticizer

Test method: Organic solvent extraction, Determination by GC-MS
Screening list of plasticizers acc. to table 1

Limit: Commission Regulation (EU) No 10/2011

Test No.:	T001				
Material No.:	M001				
Parameter	CAS No.	Unit	RL	Result	Limit
Benzylbutyl phthalate (BBP)	85-68-7	%	0.01	n.d.	0.1
Diethylhexyl phthalate (DEHP)	117-81-7	%	0.01	n.d.	0.1
Dibutyl phthalate (DBP)	84-74-2	%	0.01	n.d.	0.05
Diisononyl phthalate (DINP)	28553-12-0, 68515-48-0	%	0.01	n.d.	0.1
Diisodecyl phthalate (DIDP)	26761-40-0, 68515-49-1	%	0.01	n.d.	0.1

Abbreviations:

n.d. = Not detected (<Reporting Limit)

RL = Reporting Limit

% = Percentage

Remark:

*1 If used as a plasticizer the following restrictions apply:

- BBP, DINP, DIDP: Can be used as a) as a plasticizer in repeated use materials and articles or b) as a plasticizer in single-use materials and articles containing non-fatty foods except for infant formulae and follow-on formulae as defined by Directive 2006/141/EC or processed cereal-based foods and baby foods for infants and young children as defined by Directive 2006/125/EC
- DEHP, DBP: Can be used as a plasticizer in repeated use materials and articles contacting non-fatty foods

Further limitations concerning the specific migration of the respective substance still apply.

*2 If used as a technical support agent the total content limitation of the respective substance within the final product apply as indicated in the table above.

*3 The examined item meets the requirement.

Table 1: Screening List of Plasticizer	
Plasticizer Name	CAS No.
Di-n-pentylphthalat (DnPP)	131-18-0
Benzylbutyl phthalate (BBP)	85-68-7
Diethylhexyl phthalate (DEHP)	117-81-7
Dibutyl phthalate (DBP)	84-74-2
Diisononyl phthalate (DINP)	28553-12-0, 68515-48-0
Diisodecyl phthalate (DIDP)	26761-40-0, 68515-49-1
Di-n-octylphthalat (DNOP)	117-84-0
Dimethylphthalat (DMP)	131-11-3
Diethylphthalat (DEP)	84-66-2
Butyl-i-butylphthalat	17851-53-5
Trimethylpentandiolisobutytrat (TXIB)	6846-50-0
Diisononyladipat (DINA)	33703-08-1
Acetyltributylcitrat (ATBC)	77-90-7
Diethylhexyladipat (DEHA)	103-23-1
Hexamoll®	166412-78-8
Mesamoll®	91082-17-6
Triphenylphosphat	115-86-6
Tri-o-kresylphosphat	78-30-8
Tri-m-kresylphosphat	563-04-2
Tri-p-kresylphosphat	78-32-0
Butylbenzoat	136-60-7
Di(propylen glycol) dibenzoat, DPGDB	27138-31-4
Di(ethylen glycol) dibenzoat, DEGDB	120-55-8
LG FLEX EBN	610787-77-4
LG FLEX BET	610787-76-3
Tri(ethylhexyl)trimellitit, TOTM	3319-31-1
2-Ethylhexyldiphenylphosphat	1241-94-7
Di-iso-heptylphthalat, DIHeP	90937-19-2, 71888-89-6

Plasticizer Name	CAS No.
Pentyl-iso-pentylphthalat	84777-06-0
Bis-(2-methoxyethyl)phthalat	117-82-8
Diethylhexylterephthalat (DEHT)	6422-86-2
Di-(2-butoxyethyl)phthalat	117-83-9
Diallylphthalat	131-17-9
Dicyclohexylphthalat (DCP)	84-61-7
Bis-(3,5,5-trimethylhexyl)phthalat	14103-61-8
Dicapryladipat	108-63-4
Di-n-butylmaleat (DBM)	1190-39-2, 105-76-0
Di-(2-ethylhexyl)maleat	142-16-5
Butylstearat	123-95-5
Dimethyladipat	627-93-0
Dibutyladipat	105-99-7
Diisodecyladipat	27178-16-1, 27193-86-8
Di(2-(2-butoxyethoxy)ethyl)adipat	141-17-3
Bis(2-butoxyethyl)adipat	141-18-4
Stearylstearat	2778-96-3
Di-n-propylphthalat	131-16-8
Di-n-hexylphthalat, DNHP	84-75-3
Di-n-heptylphthalat	3648-21-3
Di-n-nonylphthalat, DnNP	84-76-4
Di-n-decylphthalat	84-77-5
Di-n-undecylphthalat	91082-17-6
Diisoundecylphthalat, DIUP	96507-86-7
Di(2-propylheptyl)phthalat, DPHP	53306-54-0
Diisooctylphthalat, DIOP	27554-26-3
Diisobutylphthalat, DIBP	84-69-5
Diisopentylphthalat DiPP	605-50-5

6. Specific Migration of Caprolactam

Test method: The migratory behaviour is examined with reference to Chapter V, Article 18 of Commission Regulation 10/2011 and its amendments. Presence of Caprolactam is detected according to EN 13130-16.

Limit: Commission Regulation (EU) No 10/2011 and its amendments

The following food simulant and condition was applied:

food simulant	test duration/temperature
3% Acetic acid	10 days at 40°C

Test No.:	T001		
Material No.:	M001		
Parameter	Unit	Result	Limit
Caprolactam	mg/kg	< 5	15

Abbreviations:

mg/kg = milligram per kilogramm

< = Less than

The examined item meets the requirement

#7. Migration of N,N-bis(2-hydroxyethyl)alkyl(C8-C18)amine

Test method: The migratory behaviour is examined with reference to Chapter V, Article 18 of Commission Regulation 10/2011 and its amendments. Presence of N,N-bis(2-hydroxyethyl)alkyl(C8-C18)amine is detected by means of GC-MS.

Limit: Commission Regulation (EU) No 10/2011 and its amendments

The following simulating solvent and test condition was stipulated:

food simulant	test duration/temperature
50% Ethanol	10 days at 40°C

Test No.:	T001		
Material No.:	M001		
Parameter	Unit	Result	Limit
N,N-bis(2-hydroxyethyl)alkyl(C8-C18)amine	mg/kg	< 0.5	1.2

Abbreviations: mg/kg = Milligram per kilogram
< = Less than

The examined item meets the requirement.

"#" indicates that the test is sub-contracted to a laboratory which complies with the requirement of ISO/IEC 17025:2005.

#8. Migration of 9,9-Bis(methoxymethyl)fluorene

Test method: The migratory behaviour is examined with reference to Chapter V, Article 18 of Commission Regulation 10/2011 and its amendments. Presence of 9,9-Bis(methoxymethyl)fluorene is detected by means of GC-MS.

Limit: Commission Regulation (EU) No 10/2011 and its amendments

The following simulating solvent and test condition was stipulated:

food simulant	test duration/temperature
50% Ethanol	10 days at 40°C

Test No.:	T001		
Material No.:	M001		
Parameter	Unit	Result	Limit
9,9-Bis(methoxymethyl)fluorene	mg/kg	< 0.01	0.05

Abbreviations: mg/kg = Milligram per kilogram
< = Less than

The examined item meets the requirement.

"#" indicates that the test is sub-contracted to a laboratory which complies with the requirement of ISO/IEC 17025:2005.

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Sample photos:



- 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 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.
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- 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.
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6. **The client's obligation to cooperate**
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- 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.
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- 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 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.
- 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.
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- 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 government authorities, judicial court, accreditation bodies 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 required by laws, regulations and the requirements of working procedures of TÜV Rheinland.
- 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 shall not disclose this information to any third parties or use it for itself.
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 or equivalent amount in local currency; 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. Notwithstanding the above, in the event that the total and accumulated liability calculated according to the foregoing provisions exceeds 2.5 Million Euro or equivalent amount in local currency, the total and accumulated liability of TÜV Rheinland shall be only limited to and shall not exceed the said 2.5 Million Euro or equivalent amount in local currency.
- 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 damages 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.
- 13.3 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 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 laws of the People's Republic of China.
- b) 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 laws of Taiwan.
- c) 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.
- 13.4 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 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) 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 TÜV Rheinland in question being legally registered and existing in Taiwan, 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.
- c) in the case of TÜV Rheinland 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.
- 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.

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Client: **MINIPACK TORRE S.P.A.**
Via Provinciale 54, 24044 Dalmine (BG) - Italy

Test item(s): Bag

**Identification/
Model No(s):** VACUUM MACHINE
MODEL NO.: MV04IA03/P

Sample Receiving date: 2016-06-22

Delivery condition: Apparent good, Samples tested as received

Test specification:

Test result:

Customer's requirement:

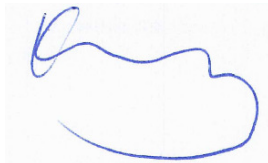
1. Total Bisphenol A
2. Total PAHs content

PASS
PASS

Other Information:

Test period: 2016-06-29 – 2016-07-14

For and on behalf of
TÜV Rheinland (Hong Kong) Ltd.



2016-07-25

Kenny Liu / Senior Project Chemist

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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Material List:

Item: VACUUM MACHINE
MODEL NO.: MV04IA03/P

Material No.	Material	Color	Location
M001	Plastic	Transparent	Plastic bag

Test Results

1. Total Bisphenol A

Test method: Extraction with acetonitrile, detection and quantification by means of LC-MS/MS (with reference to the recommended method from the DGCCRF publication for implementation of the Bisphenol A Act)

Limit: French Decree N° 2012-1442 of 24 December 2012

Test No.:	T001			
Material No.:	M001			
Parameter	Unit	RL	Result	Limit
Bisphenol A	mg/kg	0.1	n.d.	n.d.

Abbreviations:

n.d. = Not detected (<Reporting Limit)

RL = Reporting Limit

mg/kg = Milligram per kilogram

Remark:

- *1 According to French Decree N° 2012-1442 of 24 December 2012, Bisphenol-A is not allowed to be used in any packaging, container or utensil which is intended to be in direct contact with foodstuffs.
- *2 The examined item meets the requirement.

2. Total PAHs content

Test method: According to GS Specification - Testing and Evaluation of Polycyclic Aromatic Hydrocarbons (PAH) for the Award of the GS Mark, by the Committee for Product Safety (AfPS), dated August 4th 2014

Parameter	CAS No.	Unit	Test No.	T001
			Material No.:	M001
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	n.d.
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	n.d.
Pyrene	129-00-0	mg/kg	0.2	n.d.
Sum of Acenaphthylene, Acenaphthene, Anthracene, Fluoranthene, Fluorene, Phenanthrene, Pyrene	-	mg/kg	-	n.d.
Sum of 18 PAHs	-	mg/kg	-	n.d.
Category *	-	-	-	2 (Other products)

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

Remark:

*PAH maximum permissible limits requirement from the GS-Mark Approval published by the German Federal Institute for Occupational Safety and Health (BAuA)

Parameter	Unit	Category 1	Category 2		Category 3	
		Materials intended to be put into the mouth or materials of toy for children with long term intended skin contact (longer than 30 s)	Materials not covered by category 1, with foreseeable long term skin contact (longer than 30 s) or repeated short-term skin contact		Materials not covered by category 1 or 2, with foreseeable short term contact (shorter than 30 s)	
			-	Toys according to 2009/48/EC	Other products according to ProdSG	Toys according to 2009/48/EC
Benzo[a]pyrene(BaP)	mg/kg	<0.2	<0.2	<0.5	<0.5	<1
Benzo[e]pyrene	mg/kg	<0.2	<0.2	<0.5	<0.5	<1
Benzo[a]anthracene	mg/kg	<0.2	<0.2	<0.5	<0.5	<1
Benzo[b]fluoranthene	mg/kg	<0.2	<0.2	<0.5	<0.5	<1
Benzo[j]fluoranthene	mg/kg	<0.2	<0.2	<0.5	<0.5	<1
Benzo[k]fluoranthene	mg/kg	<0.2	<0.2	<0.5	<0.5	<1
Chrysene	mg/kg	<0.2	<0.2	<0.5	<0.5	<1
Dibenzo[a,h]anthracene	mg/kg	<0.2	<0.2	<0.5	<0.5	<1
Benzo[g,h,i]perylene	mg/kg	<0.2	<0.2	<0.5	<0.5	<1
Indeno[1,2,3-cd]pyrene	mg/kg	<0.2	<0.2	<0.5	<0.5	<1
Naphthalene	mg/kg	<1	<2	<2	<10	<10
Sum of Acenaphthylene Acenaphthene Anthracene Fluoranthene Fluorene Phenanthrene Pyrene	mg/kg	<1	<5	<10	<20	<50
Sum of 18 PAHs	mg/kg	<1	<5	<10	<20	<50

Limit: According to customer's requirement.

*1. 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 were not detected, the result is stated n.d.

*2. The examined item meets the requirement.

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Sample photos:



- 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 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.
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- 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 government authorities, judicial court, accreditation bodies 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 required by laws, regulations and the requirements of working procedures of TÜV Rheinland.
- 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 shall not disclose this information to any third parties or use it for itself.
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 or equivalent amount in local currency; 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. Notwithstanding the above, in the event that the total and accumulated liability calculated according to the foregoing provisions exceeds 2.5 Million Euro or equivalent amount in local currency, the total and accumulated liability of TÜV Rheinland shall be only limited to and shall not exceed the said 2.5 Million Euro or equivalent amount in local currency.
- 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 damages 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.
- 13.3 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 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 laws of the People's Republic of China.
- b) 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 laws of Taiwan.
- c) 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.
- 13.4 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 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) 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 TÜV Rheinland in question being legally registered and existing in Taiwan, 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.
- c) in the case of TÜV Rheinland 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.
- 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.