

**Technical Report No.60.160.12.2280.01F**  
**Dated 2012-04-10**



Applicant: Lascal Limited  
Unit 919,9/F, Tower 3, China Hong Kong City,  
33 Canton Road, Kowloon, Hong Kong

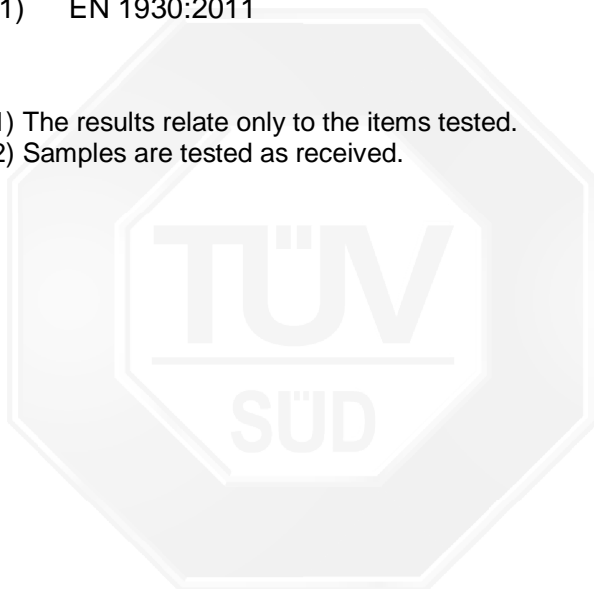
Test Subject: KiddyGuard Accent Black  
Style No.: 12506,12507

Purpose of examination: (1) EN 1930:2011

Test result: Refer to section 3

Conclusion: (1) EN 1930:2011 Pass

Remarks (1) The results relate only to the items tested.  
(2) Samples are tested as received.



Note: No extract, abridgment or abstraction from a test report may be published or used to advertise a product without the written consent of the Director of TÜV SÜD Hong Kong Ltd. The results contained herein apply only to the particular sample tested and to the specific test carried out and not to samples of the current production line.

TÜV SÜD Hong Kong  
18/F & 19/F, Yuen Long Trading Centre,  
33 Wang Yip Street West,  
Yuen Long, New Territories, Hong Kong

Tel.: (852) 2443 3774  
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**1. Order**

**1.1 Customer's Reference**

Nil

**1.2 Receipt Date of Test Sample, Location**

Received on 2012-02-28, Guangzhou

**1.3 Date of Testing, Location**

From 2012-02-28 to 2012-04-01, Guangzhou

**1.4 Document submitted**

Nil

**2. Description of the test subject**

Sample No.	Description	Photograph
001	KiddyGuard Accent Black	



3. Test Results

Abbreviations: P(ass) = passed; NA = not applicable

**EN 1930:2011 Child use and care articles-Safety barriers-Safety requirements and test methods**

Clause	Requirement ~Test	Measuring result --- Remark	Verdict
<b>6</b>	<b>Mechanical hazards</b>		---
<b>6.1</b>	<b>General</b>		---
<b>6.2</b>	<b>Barrier Function</b>		---
<b>6.2.1.1</b>	<p><b>Requirement</b>                      There shall be a rectangular area at least 650 mm high and extending across the full width of the safety barrier between the two beech pads of the test frame in which there shall be no footholds when tested in accordance with 6.2.2.                      This requirement applies to rigid structures and any opening in any material. Rigid structures shall not include seams in fabrics of multiple layers. After testing in accordance with 6.2.2 the safety barrier shall still function as intended in accordance with the manufacturer's instructions.</p>	Height: 793mm;  No footholds.	P
<b>6.3</b>	<b>Gaps</b>		---
<b>6.3.1</b>	<p><b>Requirements</b>                      When tested in accordance with 6.3.2 there shall be no gap within the safety barrier or between the safety barrier and the side of the test frame or between the safety barrier and the floor/base of the test frame that allows the hip probe to pass through from either side of the safety barrier.</p>	Fulfilled.	P
<b>6.4</b>	<b>Opening and closing system</b>		---
<b>6.4.1</b>	<b>Requirements</b>		---
<b>6.4.1.1</b>	<p><b>Unintentional opening</b>                      Safety barriers shall conform to one of the following conditions:                      – at least two consecutive actions are required to release the opening system, the operation of the second being dependent on the first having been carried out and maintained; or                      – at least two separate but simultaneous actions are required to release the opening system operating on different principles.                      Components for fitting the safety barrier into an opening that are not intended to be removed or released for allowing access</p>	Fulfilled.	P



Clause	Requirement ~Test	Measuring result --- Remark	Verdict
	are excluded from this requirement.		
6.4.1.2	<b>Closing system</b> After testing in accordance with 6.4.2.1 the closing system shall continue to operate as intended in accordance with the manufacturer's instructions.	Fulfilled.	P
6.4.1.3	<b>Closing system with a mechanism that closes the system without the intervention of the user</b> Closing systems with a mechanism that closes the opening system without the intervention of the user shall also lock the opening system without the intervention of the user. After testing in accordance with 6.4.2.2 a closing system with a mechanism that closes the opening system without the intervention of the user shall continue to close and lock the opening system without the intervention of the user. Closing systems that close and lock without the intervention of the user shall have a means of indicating that the opening system has either closed or remained open. The means of indication shall be either audible or visual. The means of indication shall be explained in the instructions for use.	Fulfilled.	P
6.5	<b>Entrapment hazards</b>		---
6.5.1	<b>Finger entrapment</b>		---
6.5.1.1	<b>Requirements for openings</b> There shall be no openings between 7 mm and 12 mm unless the depth of penetration is less than 10 mm when tested in accordance with 6.5.1.2. There shall be no openings in the mesh that allow the finger probe for mesh as specified in 4.5 to penetrate to the 7 mm diameter section when tested in accordance with 6.5.1.2.	Fulfilled.	P



Clause	Requirement ~Test	Measuring result --- Remark	Verdict
<b>6.6</b>	<b>Shearing and crushing hazards</b>		---
<b>6.6.1</b>	<b>Requirements</b> Between the safety barrier and the floor and between the lowest edge of any closing section and the upper surface of the horizontal member directly below there shall be no gaps between 5 mm and 12 mm and any gap equal to or greater than 12 mm shall not close to less than 12 mm when tested in accordance with 6.6.2. After testing in accordance with 6.6.2 the safety barrier shall still function as intended in accordance with the manufacturer's instructions.	Fulfilled.	P
<b>6.7</b>	<b>Protrusion hazards</b>		---
<b>6.7.1</b>	<b>Requirements</b> When tested in accordance with 6.7.2 the ball chain loop and spherical mass as specified in 4.6 shall not be retained by any protruding part.	Fulfilled.	P
<b>6.8</b>	<b>Choking and ingestion hazards</b>		---
<b>6.8.1</b>	<b>Requirements</b> When tested in accordance with 6.8.2, any component or part of a component that is removed, whether intended to be removed without the use of a tool or not, shall not fit entirely within the small parts cylinder specified in 4.7.	Fulfilled.	P



Clause	Requirement ~Test	Measuring result --- Remark	Verdict
6.9	<p><b>Suffocation hazards</b> Plastic bags used for packaging shall conform to one of the following requirements:</p> <p>a) bags made of flexible plastics with an opening perimeter greater than 380 mm used for external or internal packaging, shall have an average sheet thickness of 0,038 mm or more and shall not have a drawstring or cords as a means of closing or;</p> <p>b) bags made of perforated sheets with an average thickness of less than 0,038 mm and of an area greater than 100 mm × 100 mm shall be perforated with defined holes so that a minimum of 1 % of the area has been removed over any area of 30 mm × 30 mm or;</p> <p>c) packaging shall be conspicuously marked in the official language(s) of the country where the safety barrier is sold with the following statement: "TO AVOID DANGER OF SUFFOCATION BEFORE INSTILLATION REMOVE ANY PLASTIC PACKAGING WHICH SHOULD BE DESTROYED OR KEPT AWAY FROM CHILDREN." NOTE The statement may be expressed in different words providing they clearly convey the same warning.</p>	No bag was provided	NA
6.10	<b>Hazardous edges and points</b>		---
6.10.1	<p><b>General</b> Edges and protruding parts accessible during normal use shall be rounded or chamfered and free of burrs and sharp edges.</p>	Fulfilled.	P
6.10.2	<p><b>Requirements for edges on tubes</b> When the safety barrier is assembled for use any accessible external and internal edges on open ended tubes shall have a minimum radius of 2 mm or be chamfered. Open ended tubes with a wall thickness of less than 4 mm shall be closed, covered or capped.</p>	Fulfilled.	P



Clause	Requirement ~Test	Measuring result --- Remark	Verdict
6.10.3	<b>Requirements for points</b> There shall be no sharp points e.g. staples, nails or screws protruding from any part of the safety barrier. Staples shall not be proud of the surface.	Fulfilled.	P
6.11	<b>Structural integrity</b>		---
6.11.1	<b>Materials</b>		---
6.11.1.1	<b>General</b> Wood and wood based materials shall be free from decay and insect attack.	No wood or wood based materials.	NA
6.11.1.2	<b>Requirements for connecting screws</b> Connecting screws for direct fastening, e.g. self tapping screws, shall not be used for the assembly of any component that is designed to be removed or loosened when dismantling the safety barriers for purposes of transportation or storage.	Fulfilled.	P
6.11.1.3	<b>Requirements for staples</b> Staples shall be loaded in shear.	No staples.	NA
6.11.2	<b>Effectiveness of the fixing, locking devices and opening systems</b>		---
6.11.2.1	<b>Requirements</b> When tested in accordance with 6.11.2.2 fittings and fastening devices shall not be damaged, loosened or detached, locking devices shall not disengage and the safety barrier shall still function as intended in accordance with the manufacturer's instructions. When tested in accordance with 6.11.2.3 fixing, locking and opening systems of the safety barrier shall not be dislodged. After the test the maximum movement of any fixing point of the safety barrier in the opening shall not exceed 25 mm.	Fulfilled.	P
6.12	<b>Security of the safety barrier from Impact test</b>		---
6.12.1	<b>Requirements</b> When tested in accordance with 6.12.2 the maximum permissible movement of the safety barrier shall be 25 mm from its initial position. After testing in accordance with 6.12.2 the safety barrier shall function as intended.	Fulfilled.	P



Clause	Requirement ~Test	Measuring result --- Remark	Verdict
7	<p><b>Chemical hazards</b> The migration of synthetic or natural elements from coatings of paint, varnish, lacquer, printing ink, polymer and similar coatings and from any other accessible surfaces of materials whether mass coloured or not shall not exceed the following amounts:</p> <p>Antimony : 60 mg/kg Arsenic : 25 mg/kg Barium : 1 000 mg/kg Cadmium : 75 mg/kg Chromium : 60 mg/kg Lead : 90 mg/kg Mercury : 60 mg/kg Selenium : 500 mg/kg</p> <p>These limits shall be verified in accordance with the test method given in EN 71-3. Where a surface is coated with a multi-layer of paint or similar coating, the test sample shall not include the base material. A separate sample may be used for these tests.</p>	Refer to report 60.160.12.2280.01A issued on 2012-03-09.	P
8	<p><b>Thermal hazards</b> When tested in accordance with EN 71-2 the maximum rate of spread of flame of textile materials or coated textile materials shall be 30 mm/s. If the textile area is less than 5 % of the total barrier area, this requirement shall not apply. A separate sample may be used for this test.</p>	Refer to report 60.160.12.2280.01A issued on 2012-03-09.	P
9	<b>Additional hazards</b>		---
9.1	<p><b>Use of a tool</b> It shall be possible to remove a non-opening safety barrier without the use of a key or tool.</p>		NA
9.2	<p><b>Toys</b> Safety barriers shall not incorporate toys or any similar features that could be used as a child's plaything.</p>	Fulfilled.	P





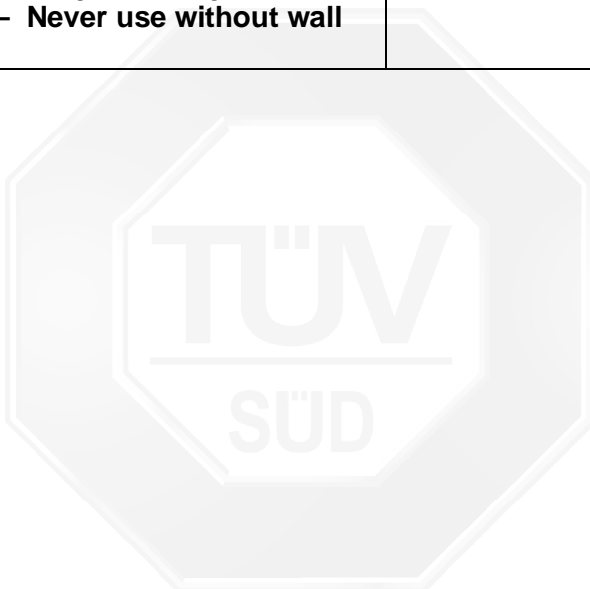
Clause	Requirement ~Test	Measuring result --- Remark	Verdict
10	<b>Product information</b>		---
10.1	<b>General</b> All product information required by this standard shall be given in the official language(s) of the country in which the safety barrier is sold.		P
10.2	<b>Marking</b>		---
10.2.1	<b>Requirements</b> Safety barriers that conform to this standard shall be permanently marked with the following: a) number and year of this European Standard (i.e. EN 1930:2011); b) name, trademark or other means of identification of either the manufacturer, distributor, importer or retailer; c) means of identifying the product e.g. model number; d) maximum and minimum width of the opening for which the safety barrier is intended; e) <b>WARNING</b> — Read the instructions before installation as incorrect installation can be dangerous; f) if the product requires wall cups then the following warning shall be given: <b>WARNING — Never use without wall cups.</b> Any permanent labels shall be conspicuous and legible.	Fulfilled.	P
10.2.2	<b>Durability of marking</b>		---
10.2.2.1	<b>Requirement</b> When tested in accordance with 10.2.2.2 any permanent label or marking shall not be removed. Labels shall show no curling. Markings shall be legible.	Fulfilled.	P



Clause	Requirement ~Test	Measuring result --- Remark	Verdict
10.3	<p><b>Purchase information</b>                      The following information shall be clearly visible at the point of sale and shall contain the following Warnings and be provided in the following format:                      a) "WARNING — Read the instructions before installation as incorrect installation can be dangerous";                      b) "WARNING — This safety barrier must not be fitted across windows";                      c) if the safety barrier requires wall cups then the following warning shall be given:  <b>WARNING — Never use without wall cups.</b>                      Purchase information shall also include the following:                      d) safety barrier conforms to EN 1930:2011;                      e) a statement that this safety barrier is for domestic use only;                      f) means of identifying the product e.g. model number;                      g) safety barrier is suitable for use with children up to 24 months of age;                      h) minimum and maximum width of the openings for which the safety barrier/extensions are designed;                      i) methods of fixing and suitability of surfaces for which the safety barrier/extensions are designed;                      j) shall state whether the safety barrier has a manual or automatic closing system.</p>	Refer to the instruction manual.	P
10.4	<b>Instructions for use</b>		---
10.4.1	<p><b>General</b>                      The instructions shall be headed "IMPORTANT! READ AND FOLLOW THESE INSTRUCTIONS CAREFULLY AND KEEP FOR FUTURE REFERENCE" in letters of minimum height 5 mm.</p>	Refer to the instruction manual.	P



Clause	Requirement ~Test	Measuring result --- Remark	Verdict
10.4.2	<p><b>Warnings</b>                      The instructions shall contain the following warnings:                      a) "WARNING — Incorrect installation can be dangerous";                      b) "WARNING — Do not use the safety barrier if any components are damaged or missing";                      c) "WARNING — The safety barrier must not be fitted across windows";                      d) if the product requires wall cups then the following warning shall be given:  <b>"WARNING — Never use without wall cups"</b>.</p>	Refer to the instruction manual.	P





Clause	Requirement ~Test	Measuring result --- Remark	Verdict
10.4.3	<p><b>Additional information</b>                      The instructions shall contain at least the following information:</p> <ul style="list-style-type: none"> <li>a) safety barrier conforms to EN 1930:2011;</li> <li>b) a statement that this safety barrier is for domestic use only;</li> <li>c) safety barrier has been designed for use with children up to 24 months of age;</li> <li>d) list of contents provided;</li> <li>e) instructions and/or diagrams illustrating the correct and safe means of assembly, fixing of the safety barrier;</li> <li>f) if the safety barrier is used at the top of the stairs, it should not be positioned below the top level;</li> <li>g) if the safety barrier is used at the bottom of the stairs, it should be positioned at the front of the lowest tread possible;</li> <li>h) minimum and maximum width of the opening for which the safety barrier/extensions are designed;</li> <li>i) methods of fixing and suitability of surfaces for which the safety barrier /extensions are designed;</li> <li>j) hazards associated with children using or climbing over the safety barrier;</li> <li>k) safety barrier should be checked regularly to ensure that it is secure and functioning in accordance with these instructions;</li> <li>l) additional or replacement parts should only be obtained from the manufacturer or distributor;</li> <li>m) washing and cleaning instructions if appropriate;</li> <li>n) check that the safety barrier is correctly closed;</li> <li>o) state whether the safety barrier has a manual or automatic closing system.</li> </ul>	Refer to the instruction manual.	P

**Remark**

1. The test results exclusively base on the submitted samples.
2. The tests were conducted for KiddyGuard Accent black, KiddyGuard Accent white for reference only.



TÜV SÜD Hong Kong Ltd  
TÜV SÜD Group

Tested by:

A handwritten signature in black ink, appearing to read 'Tommy Wong', positioned above a horizontal line.



Tommy Wong  
Project Manager  
Chemical Department

Reviewed by:

A handwritten signature in black ink, appearing to read 'Christina Chan', positioned above a horizontal line.

Christina Chan  
Laboratory Manager  
Chemical Department

- End of Report -



# General Terms and Conditions of TÜV SÜD Hong Kong Limited (hereinafter referred to as *the company*)

## 1. General Information and Definitions

- (1.1) In the event that an order for any services is placed, the Client shall accept the General Terms and Conditions. The General Terms and Conditions shall be applicable to all orders, resulting contracts and other arrangements, including all offers made or services provided by the Company or any of its affiliated companies. They are not applicable if and as far as they are in conflict with the regulations on services performed on behalf of governments, government bodies or any other public entity, or they are in conflict with mandatory provisions of local law. The Client's placement of orders as well as the conclusion of contracts with the Company shall be regarded as awareness and acceptance of these General Terms and Conditions.
- (1.2) The Company strongly recommends any Client or potential Client to read the full text of these General Terms and Conditions prior to placement of any order or conclusion of any contract with the Company. Ancillary agreements, promises and other statements made on the part of the Company staff or the experts called upon by them shall be binding only if they are expressly confirmed by the Company in writing. This shall also apply to any modifications of this clause.

## 2. Provision of Services

- (2.1) With due care and skill, the Company will provide services according to Client's specific instructions as made available by the Client. In the absence of Client's specific instructions, the following is deemed as instructions given to the Company:
- (a) The terms of any standard specification sheet or standard order form provided by the Company; and/or
- (b) Any relevant usage, practice or trade custom; and/or
- (c) Such methods the Company considers technically, operationally and/or on financial grounds appropriate.
- (2.2) No other party is entitled to give any instructions particularly on the scope and type of the services or the reports delivered, or on the resulting certificates (the "Reports of Findings"), unless the Company receives prior written instructions to the contrary from the Client. The Client hereby irrevocably authorizes the Company to deliver Reports of Findings to a third party where so instructed by the Client or, at the Company's discretion, where it implicitly follows from circumstances, trade custom, usage or practice.
- (2.3) The Information stated in the Report of Findings is derived from the results of inspection or testing procedures carried out in accordance with the instructions and/or Company's assessment of such results on the basis of any technical standards, trade custom or practice, or other circumstances which should in Company's professional experience be taken into account.
- (2.4) Reports of Findings issued after the testing of samples refer the Company's opinion only on samples under testing and not to the lot from which the samples were drawn.
- (2.5) Client agrees that the Company's sole responsibility is to be present at the time of the third party's intervention and to forward the results, or confirm the occurrence of the intervention, in case Client requests the Company to witness any third party's intervention. Client agrees that the Company will use the test methods for analysis as requested in the request form, and if none is stated in the form, the Company will choose the appropriate test methods for analysis.
- (2.6) The Reports of Findings issued by the Company will reflect the facts as recorded by it at the time of its intervention only and within the limits of the instructions received or, in the absence of such instructions, within the limits of the alternative parameters applied as provided for in Clause 2.1. The Company is under no obligation to refer to, or report upon, any facts or circumstances, which are outside the specific instructions received or alternative parameters applied.
- (2.7) The performance of all or part of the services may be delegated to an agent or subcontractor by the Company. The Client authorizes the Company to disclose all information necessary for such performance to the agent or subcontractor.
- (2.8) Documents reflecting engagements contracted between the Client and third parties or third party documents, e.g. sales contract copies, letters of credit, bills of lading, etc. should be made available to the Company. These are considered to be for information only, and do not extend or restrict the scope of the services or the obligations accepted by the Company.
- (2.9) The Company agrees that, by providing the services to the Client, it neither takes the place of Client or any third party, nor otherwise assumes, abridges, abrogates or undertakes to discharge any duty of the Client to any third party or that of any third party to the Client. Also, it does not release the Client or any third party from any of their obligations.
- (2.10) Depending on the nature of each sample, all samples given to the Company shall be retained for a maximum of 3 months or for such other shorter time period as the nature of the sample permits, and then sent back to Client or otherwise disposed of at the Company's discretion. After that time the Company will not be responsible for the samples. Storage of samples for more than 3 months shall incur a storage fee payable by the Client. If samples are returned to the Client, the Client will be billed a handling and freight fees. Special disposal charges will be billed to the Client if incurred.

## 3. Client's Obligations

The Client shall:

- (3.1) ensure that all required supporting documents, information and instructions as submitted are accurate, truthful and complete. These information are to be submitted in a timely not later than 2 working days from the date of which the services are requested by the Client
- (3.2) ensure to give all necessary access for the Company's representatives to the premises where the services are to be performed and to take all necessary steps to eliminate or remedy any obstacles to, or interruptions in the performance of the services;
- (3.3) make available any special equipment and personnel necessary for the performance of the services, if required;
- (3.4) ensure that for the safety and security of working conditions, sites and installations, all necessary measures are taken during the performance of services. In this respect, the Client will not rely on the Company's advice whether required or not;
- (3.5) inform the Company of any known hazards or dangers, actual or potential, associated with any order, samples, testing or any other service rendered by the Company well in advance. Those are, but are not limited to the presence or risk of radiation, environmental pollution or poisons-toxic or noxious or explosive elements or materials;
- (3.6) fully exercise all its rights and discharge all its liabilities under any relevant sales or other contract with a third party.

## 4. Fees and Payment

- (4.1) All Fees not agreed on between the Company and Client at the time the order is placed or a contract is concluded shall be determined by the Company's Schedule of Fees (which are subject to change). All applicable taxes shall be paid by Client, as far as mandatory laws do not provide otherwise.
- (4.2) Unless a specific period is established in the invoice, the Client shall pay upon receiving the invoice, but not later than 30 days from the relevant invoice date or within such other period as may be established by the Company in the invoice (the "Due Date").
- (4.3) The Client shall not be entitled to retain or defer due payment of any sums to the Company on account of any dispute, counter claim or set-off against the Company. The Company reserves the right to retain or defer any due payments if any dispute arises with or it raises any counterclaim against the Client. The Company is entitled to set off due payments against payments of the

Client.

- (4.4) For the collection of unpaid fees, the Company may decide to bring action in any court with competent jurisdiction. The corresponding collection costs, including attorney's fees and related costs, shall be borne by the Client, as far as the mandatory local law does not provide otherwise.
- (4.5) In case of any unforeseen problems or expenses arise while carrying out the services, the Company informs the Client. In such cases, the Company shall be entitled to charge additional fees to cover extra time and to invoice extra costs necessarily incurred to complete the services.
- (4.6) If the Company is unable to perform all or parts of the services for any cause whatsoever beyond the Company's control, including the failure by Client to comply with any of its obligations provided for in the foregoing Clause 3, the Company shall nevertheless be entitled to payments of:
- (1) The amount of all non-refundable expenses incurred by the Company; and
- (2) A proportion of the agreed fee equal to the proportion of the services actually carried out.

## 5. Suspension or Termination of Services

In any case mentioned below, the Company shall be entitled to either suspend or terminate the provision of the services immediately and without any liability:

- (5.1) Failure by the Client to comply with any of its obligations under these General Terms and Conditions and such failure is not remedied within 10 days after a notice of such failure has been delivered to the Client; or
- (5.2) Any suspension of payment, arrangement with creditors, bankruptcy, insolvency, receivership or cessation of business by Client.

## 6. Liability and Indemnification

### (6.1) Limitation of Liability:

- (1) Clients seeking a guarantee against loss or damage should obtain appropriate insurance. The Company is neither an insurer nor a guarantor and disclaims all liability in such capacity.
- (2) Reports of Findings are issued on the basis of the information, documents and/or samples provided by, or on behalf of the Client and solely for the benefit of the Client who is obliged to act on the basis of such Reports of Findings. Neither the Company nor any of its staff, agents or subcontractors shall be liable to the Client nor to any third party for any actions taken or not taken on the basis of such Reports of Findings, or for any incorrect results arising from unclear, erroneous, incomplete, misleading or false information provided to the Company.
- (3) For any delayed, total or partial non-performance of the services arising directly or indirectly from any event beyond the Company's control, including failure by Client to comply with any of its obligations hereunder, the Company shall not be liable.
- (4) The liability of the Company in respect of any claim for loss, damage or expense of any nature and howsoever arising shall in no circumstances exceed a total aggregate sum equal to 10 times the amount of the fee paid in respect of the specific service which gives rise to such claim, and shall in any case not exceed the equivalent of 25,000 EUR in HKD.
- (5) For any indirect or consequential loss (including loss of profits), the Company shall not have any liabilities.
- (6) In case of any claim, the Client must give written notice to the Company within 30 days of discovery of the facts with all necessary documents to justify such claim. In any case, the Company shall be discharged from all liability for all claims for loss, damage or expense unless a lawsuit is brought within two years from:
- (i) the performance date of the Company for its services which refers to the claim; or
- (ii) the date when the service should have been completed in the event of any alleged non-performance.

- (6.2) Indemnification: Against all claims (actual or threatened) by any third party for loss, damage or expenses of whatsoever nature including all legal expenses and related costs and howsoever arising relating to the performance, purported performance or non-performance of any services, the Client shall guarantee, hold harmless and indemnify the Company and its officers, employees, agents or subcontractors.

## 7. Obligation of Confidentiality, Copyright, Data Privacy Protection

- (7.1) The Company shall be authorized to make file copies of written documents, which have been made available to it for review and which are important for processing the order.
- (7.2) Insofar as Reports of Findings are prepared in the course of processing the order and which are subject to the protection of copyright, then the Company shall grant the Client a simple, non-transferable right to use, insofar as this is necessary and in accordance with the contractually presupposed purpose. Other rights shall not be transferred; in particular, the customer shall not be entitled to modify and/or edit audit reports or to make use of such outside of his business premises.
- (7.3) The Company and its staff which may be called in shall not disclose or use trade and business matters about which they have gained knowledge during the performance of their work without proper authorization.

## 8. Miscellaneous

- (8.1) The validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired, even if any one or more provisions of these General Conditions are found to be illegal or unenforceable in any respect.
- (8.2) Client shall not directly or indirectly entice, encourage or make any offer to Company's employees to leave their employment with the Company, during the course of providing the services and for a period of one year thereafter.
- (8.3) Use of the Company's corporate name or registered marks for advertising purposes is not permitted without the Company's prior written authorization.

## 9. Governing Law, Jurisdiction and Dispute Settlement

- (9.1) Unless specifically agreed otherwise, all disputes arising out or in connection with contractual relationship(s) hereunder shall be governed by the applicable laws and regulations of the Hong Kong S.A.R Region.
- (9.2) Place of performance for any obligation arising out of this contract shall be Hong Kong, the Place of TÜV SÜD Hong Kong Limited, unless otherwise expressly agreed by the parties.

## 10. Languages

In the event of any discrepancy between the English and the Chinese version of these General Terms and Conditions, the English version shall prevail.