

Report No.: 180255706a 001 **Page 1 of 6**

Client: NINGBO ARTUS TRADE CO., LTD.

Contact Information: Third floor, No. 388 Mingguang Road, Shounan Street Yinzhou District, Ningbo, Zhe Jiang Province

**Identification/
Model No(s):** Dutch oven with enamel coating
AY4611

Condition at delivery: Test item complete and undamaged.

Sample Receiving date: 2023-01-11

Testing Period: 2023-01-11 to 2023-01-17

Place of testing: Chemical laboratory Ningbo

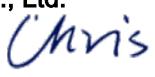
Delivery condition: Apparent good, Samples tested as received

Test Specification: **Test conclusion:**
Performed parameter(s) for the compliance with the following regulations
concerning materials in contact with foodstuff : **PASS**
- German §31 LFGB (Lebensmittel-, Bedarfsgegenstände- und
Futtermittelgesetzbuch)

Other information:

Reference Model No: AY4621 / AY4631 / AY4641 / AY4661 / AY0466

For and on behalf of
TÜV Rheinland/CCIC (Ningbo) Co., Ltd.

2023-01-19

Chris W. W. Wang / Assistant Manager

Date

Name/Position

Sample information is provided by customer. Test result is drawn according to the kind and extent of tests performed.
This test report relates to the above mentioned test sample. Without permission of the test center this test report is not permitted to be duplicated in extracts. This test report does not entitle to carry any safety mark on this or similar products.
'Decision Rule' document announced in our website (<https://www.tuv.com/landingpage/en/qm-gcn/>) describes the statement of conformity and its rule of enforcement for test results are applicable throughout this test report.

Test Report No.: 180255706a 001

Page 2 of 6

Material List:

Item: Dutch oven with enamel coating
AY4611

Material No.	Material	Color	Location
1	Cast iron cooking ware with enamel coating	Black	Refer to photo

Test Report No.: 180255706a 001

Page 3 of 6

Overall Results:

Test No.	Tested item:	Conclusion
1	Sensorial Examination	PASS
2	Specific Migration of metals, Metal-release from Enamelled Ware	PASS

Test Report No.: 180255706a 001

Page 4 of 6

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 DIN 10955:2004 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 food simulant and condition were applied:

Food simulant	Test duration / Temperature
Water	100°C for 2 hours
Test No.:	T001
Material No.:	1
Parameter	Result
Transfer of Smell:	0
Transfer of Taste:	0

Test Report No.: 180255706a 001

Page 5 of 6

2. Specific Migration of metals, Metal-release from Enamelled Ware

Test The migratory behaviour is examined according to ISO 4531: 2022. The

Method: determination of amounts of metals that were released is done via ICP-MS.

Limit: ISO 4531: 2022

The following food simulant and condition was applied:

Food simulant	Test duration / Temperature
3% Acetic acid	95°C for 2 hours

Results 3rd Migration:

Test No.:	T001			
Sample No.:	1			
Migration Ratio:	882 / 4.41 ml/dm ²			
Parameter	Unit	RL	Result	Limit
Aluminium	mg/kg	0.05	0.88	1
Silver	mg/kg	0.05	< 0.05	0.08
Arsenic	mg/kg	0.002	< 0.002	0.002
Barium	mg/kg	0.05	< 0.05	1.2
Cadmium	mg/kg	0.002	< 0.002	0.005
Cobalt	mg/kg	0.05	< 0.05	0.1
Chromium	mg/kg	0.05	< 0.05	0.25
Copper	mg/kg	0.05	0.079	4
Lithium	mg/kg	0.05	< 0.05	0.48
Manganese	mg/kg	0.05	0.308	1.8
Molybdenum	mg/kg	0.05	< 0.05	0.12
Nickel	mg/kg	0.05	< 0.05	0.14
Lead	mg/kg	0.005	< 0.005	0.01
Antimony	mg/kg	0.02	< 0.02	0.04
Vanadium	mg/kg	0.005	< 0.005	0.01
Zinc	mg/kg	0.05	< 0.05	5

Abbreviations: RL = Reporting Limit

n.d. = Not detected

mg/kg = Milligram per kilogram

< = Less than

Test Report No.: 180255706a 001

Page 6 of 6

Sample Photos



Sample 1



Above samples which are by client's declaration made of same material as tested one.

- 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 ("GTCB") is made between the client and one or more member entities of TÜV Rheinland in Greater China as applicable, as may be known by TÜV Rheinland. The Greater China hereof refers to Mainland China, Hong Kong and Taiwan. The client hereinafter referred to as the client.

(i) a natural person capable to form legally binding contracts under the applicable laws who concludes the contract not for the purpose of a daily use;
 (ii) the incorporated or unincorporated entity duly organized, validly existing and capable to form legally binding contracts.

1.2 The following terms and conditions apply to agreed services including consultancy services, information, delivery 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 or third party shall not apply and shall hereby be excluded from and out of the terms and conditions of the client shall form part of the contract even if TÜV Rheinland does not explicitly object to them.

1.4 In the context of an ongoing business relationship with the client, this GTCB shall also apply to future contracts with the client without TÜV Rheinland having to refer to them separately in each individual case.

2. Quotations

Unless otherwise agreed, all quotations submitted by TÜV Rheinland can be changed by TÜV Rheinland without notice 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 execution letter of TÜV Rheinland or a separate communication, unless agreed by both contracting parties, or upon the works requested by the client being carried out by TÜV Rheinland. If the client inspects TÜV Rheinland without receiving a quotation from TÜV Rheinland (quotation), TÜV Rheinland is, in its sole discretion, entitled to 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 shall come into effect on the date 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 three-month notice prior to the end of the contract term.

4. Scope of services

4.1 The scope and type of the services to be provided by TÜV Rheinland shall be specified in the contractually agreed service scope of TÜV Rheinland by both parties. If no such separate service scope of TÜV Rheinland exists, then the written confirmation or order by TÜV Rheinland shall be deemed for the service to be provided unless otherwise agreed. The service scope shall be the scope of the service description, (i.e. checking the components and functions of parts, products, processes, installations, organizations not listed in the service description, as well as the intended use and application of such) are not owed. In particular, no responsibility is assumed for the design, selection of materials, construction or intended use of an examined part, product, process or system, unless expressly stated in the order.

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 downstream processes, organizations, use and application of parts, products, processes or systems, unless the responsibility is stated. 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.

4.6 If mandatory regulations or standards or official requirements for the agreed service scope change after conclusion of the contract, or if additional requirements for the agreed service scope change after conclusion of the contract, TÜV Rheinland will be entitled to additional remuneration for resulting additional expenses.

4.7 The services to be provided by TÜV Rheinland shall be performed exclusively with the client. A contract of third parties with the services of TÜV Rheinland, as well as making available of and justifying confidence in the work results (test reports, test results, expert reports, etc.) is not part of the agreed services. This also applies if the client passes on work results - in full or in extracts - to third parties in accordance with clause 4.8.

4.8 The client shall agree and agree in writing to the performance of the contract with TÜV Rheinland, the client may need to sign one or more contracts/ agreements with a/more third party(ies) and establish legal relationships with/ those third party(ies) according to such contracts/agreements. TÜV Rheinland will then be considered as a legal liability according to the agreed terms and conditions and the client will be liable in accordance with the service process if the relevant services are not directly provided by TÜV Rheinland (including but not limited to any testing and certification services to be provided by third testing and certification bodies). TÜV Rheinland will provide the client as such relevant services. In order to achieve the agreed terms and conditions, the client hereby agrees that TÜV Rheinland can also subcontract to a third party to provide the services to the client. TÜV Rheinland shall not bear any responsibility and/or risk for any services to be provided by any third parties (including but not limited to the testing and/or certification services to be entrusted and/or applied for by our company on behalf of the client or other third parties) under the agreed terms and conditions and the relevant laws and regulations and/or the terms under the contract. If the client is required to conduct any annual review/surveillance of the relevant testing and/or certification service results and pay additional fees in accordance with the relevant laws and regulations or the testing and certification fees, such fees are not within the scope of the contract. The client shall only perform the obligation of such annual review/surveillance and pay the corresponding fees, if the client fails to perform such obligations of the annual review/surveillance or fees payment, it may lead to adverse consequences such as failure/ suspension/ cancellation/ invalidity of testing and/or certification results, which will be the responsibility of TÜV Rheinland.

4.9 For the service content agreed in the contract, if the client requires TÜV Rheinland to deliver relevant test samples, data, etc. to any overseas laboratory or other places or sites to be designated by the client, TÜV Rheinland shall not take any responsibilities or risks for any problems during such delivery and the transportation process (including but not limited to any loss or damages of the samples and the materials, etc.). Besides, the relevant freight fees shall be borne by the client.

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 the client has given its written confirmation.

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 agreement by the client, to all extensions of agreed periods of performance.

5.4 TÜV Rheinland is not responsible for a delay in performance, in particular if the client has not fulfilled his duties to cooperate in accordance with clause 6.1 or has not done so in time and, in particular, has not provided TÜV Rheinland with all documents and information required for the performance of the work within the time of the contract.

5.5 If the performance of TÜV Rheinland is delayed due to unforeseeable circumstances such as force majeure, strikes, business disruptions, governmental regulations, transport obstacles, etc., TÜV Rheinland is entitled to postpone performance for a reasonable period of time which corresponds at least to the duration of the hindrance plus any time period which may be required to resume performance.

5.6 If the client is obliged to comply with legally prescribed and/or by the accreditor prescribed deadlines, it is the client's responsibility to agree on performance dates with TÜV Rheinland, which enable the client to comply with the legal and officially prescribed deadlines. TÜV Rheinland assumes no responsibility in this respect unless TÜV Rheinland expressly agreed in writing, specifically stating that ensuring the deadlines is the contractual obligation of 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. And the client represents and warrants that:

a) It has required statutory qualifications;
 b) The product, service or management system to be certified complies with applicable laws and regulations; and
 c) It doesn't have any illegal and dishonest behaviours or is not included in the list of Enterprises with Serious Illegal and Dishonest Acts of People's Republic of China.

If the client breaches the aforesaid representations and warranties, TÜV Rheinland is entitled to i) immediately terminate the contract/order without prior notice; and ii) withdraw the issued testing report/ certificates if any.

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. Prices

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 standard valid at time of performance.

7.2 Unless otherwise agreed, TÜV Rheinland shall be invoiced for the time and costs 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 installments.

8. Payment terms

8.1 All invoice amounts shall be due for payment within 30 days of the invoice date without deduction on receipt of the invoice. No discounts and rebates shall be granted.

Payments shall be made to the bank account of TÜV Rheinland as indicated on the invoice, stating the invoice and client numbers.

8.3 In cases of default of payment, TÜV Rheinland shall be entitled to claim default interest at the rate of 1.5% above the standard commercial bank rate in the country where TÜV Rheinland is located. At the same time, TÜV Rheinland reserves the right to claim further damages.

8.4 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 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 increase its fees at the beginning of a month if overheads and/or private 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 month in a year, the client shall have the right to terminate the contract if that rise in fees exceeds 5% per month in a 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. TÜV Rheinland shall have the right at all times to setoff any amount due or payable by the client, including but not limited to setoff against any fees paid by the client under any contracts, agreement and/or orders/quotations reached with TÜV Rheinland.

9. Acceptance of work

9.1 Any part of the work result ordered which in complete in itself may be presented by TÜV Rheinland for acceptance as an installment. The client shall be obliged to accept it immediately.

9.2 If acceptance is required or contractually agreed in an individual case, this shall be deemed to have taken place two (2) weeks after completion and handing over of the work, unless the client refuses acceptance within this period stating at least one fundamental breach of contract by TÜV Rheinland.

9.3 The client is not entitled to refuse acceptance due to insignificant breach of contract by TÜV Rheinland.

9.4 Non-compliance is excluded according to the nature of the work performance of TÜV Rheinland, the completion of the work shall take place.

9.5 During the Follow-Audit stage, if the client was unable to make use of the time windows provided for within the scope of a certification procedure for auditing/ performance by TÜV Rheinland and the certification is delayed by the client, TÜV Rheinland is entitled to immediately charge a lump-sum compensation of 10% of the order amount as compensation for expenses. The client reserves the right to prove that the TÜV Rheinland incurred no damage whatsoever or only a considerably lower damage than the above lump sum.

9.6 Insofar as the client has undertaken in the contract to accept services, TÜV Rheinland shall also be entitled to charge lump-sum damages in the amount of 10% of the order amount as compensation for expenses if the client fails to accept the service and the order has been placed. The client reserves the right to prove that the TÜV Rheinland incurred no damage whatsoever or only a considerably lower damage than the above mentioned lump sum.

10. Confidentiality

10.1 For the purpose of these terms and conditions, "confidential information" means all know-how, trade secrets, documents, images, drawings, expertise, information, data, test results, reports, samples, project documents, pricing and financial information, customer and supplier information, and marketing techniques and materials, tangible or intangible, that are supplied, transferred or otherwise disclosed by one Party (the "disclosing party") to the other Party (the "receiving party").

10.2 The client is not entitled to refuse acceptance due to insignificant breach of contract by TÜV Rheinland.

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