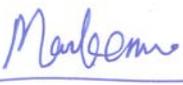


Applicant : TERRA LEARNING SOLUTIONS
Contact Person : MR. ASHISH AJMERA
Address : 6-391, MAHENDRA MANSION, JSS ROAD, MUMBAI-400002

Sample not drawn by TUV Rheinland (India) Pvt. Ltd.

Sample Description : The Little Fashionista Series
Item Included (6 In 1) : **Diy owl Felt Pouch** - Felt Bag base, Sewing needle & Wool, Fabric glue, Felt owl, cutouts, velcro, buttons, **Fashionista Photo Frame** – Cardboard piece, foam frame, fashion accessories cutouts, , cardboard stand, transparent sheet, glue, **Floral Headband** – Quilling paper, Quilling tool, Ribbon, **Girl Power Bracelets** – Colorful beads, elastic bands, letter beads, **Fashion Origami** – Origami paper, embellishments. **Chocolate Jewelry Box**
Item Included (3 In 1) : **Diy owl Felt Pouch** - Felt Bag base, Sewing needle & Wool, Fabric glue, Felt owl, cutouts, velcro, buttons, **Floral Headband** – Quilling paper, Quilling tool, Ribbon, **Girl Power Bracelets** – Colorful beads, elastic bands, letter beads
Item Included (2 In 1) : **Floral Headband** – Quilling paper, Quilling tool, Ribbon, **Girl Power Bracelets** – Colorful beads, elastic bands, letter beads
Style No. : Not Provided
PO No. : Not Provided
Article No : Not Provided
Colour : The Little Fashionista 6-in-1, The Little Fashionista 3-in-1, The Little Fashionista 2-in-1(Multi Lab identified)
End Use : Toys
Fiber Content : Not Provided
Country of Destination : Worldwide
Sample Receiving Date : 09th May, 2017
Testing Period : 09th May, 2017 to 13th May, 2017
Sample Condition : Sample was received in good condition
Applicant's Provided Care Instruction/Label : ---
 For and on behalf of
 TÜV Rheinland (India) Pvt. Ltd



Manokamna Mishra
 Technical Executive (Soft lines)

Test result is drawn according to the kind and extent of tests performed.
 Without permission of the test centre 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. This test report represents the test parameters as requested by the customer based on submitted samples only.

Conclusion:

Test Property	Pass	Fail	Remarks
MECHANICAL AND PHYSICAL PROPERTIES	X		
FLAMMABILITY OF TOYS			Not applicable
Heavy Metals (EN-71 Part 3)	X		
Heavy Metals (ASTM F963)	X		
Heavy Metals (AS/NZS 8124.3:2012)	X		

Remark: As Per Supplier's Request Testing Has Been Conducted For Their Self-Reference Only.

Heavy Metal test is conducted on felt only as per applicant request.

**THIS IS TO SUPERSEDE REPORT NO. 0172411667 DATED 12 MAY, 2017.
 THE TEST REPORT NO. 0172411667 DATED 12 MAY, 2017. HAS BEEN REVISED TO PROVIDE TEST RESULTS OF EN71-1 AS PER NEW PACKAGE SUBMITTED BY VENDOR.**

Test Results:**Mechanical and Physical Properties**

As specified in European standard on safety of toys EN71 Part 1:2014

Diy owl felt pouch/Fashionista photo frame/Floral headband/Girl power bracelets/Fashion origami/Cholate jewelry box

EN 71 -1:2014

Clause.	Test Item	Observations	Results
4	General requirements		—
4.1	Materials Cleanliness (visual examination)	No stain	Pass
4.2	Assembly	Toy accompanies by detailed assembly instructions	Pass
4.3	Flexible plastic sheeting	---	N/A
4.4	Toy bags	---	N/A
4.5	Glass	---	N/A
4.6	Expanding materials	---	N/A
4.7	Edges (As received)	---	N/A
4.8	Points and metallic wires (As received)	---	N/A
4.9	Protruding parts	---	N/A
4.10	Parts moving against each other	---	N/A
4.11	Mouth-actuated toys and other toys intended to be put in mouth	---	N/A
4.12	Balloons (except plastic balloons)	---	N/A
4.13	Cords of toy kites and other flying toys	---	N/A
4.14	Enclosures	---	N/A
4.15	Toys intended to bear the mass of a child	---	N/A
4.16	Heavy immobile toys	---	N/A
4.17	Projectiles	---	N/A
4.18	Aquatic toys and inflatable toys		N/A
4.19	Percussion caps specifically designed for use in toys and toys using percussion caps	---	N/A
4.20	Acoustics	---	N/A
4.21	Toys containing a non-electrical heat source	---	N/A
4.22	Small balls	---	N/A
4.23	Magnets	---	N/A
4.24	Yo-yo balls	---	N/A
4.25	Toys attached to food	---	N/A
5	Toys intended for children under 36 months		
5.1	General requirements	----	N/A
5.2	Soft-filled toys and soft-filled parts of a toy	---	N/A
EN 71 -1:2014			
Clause.	Test Item	Observations	Results
5.3	Plastic sheeting	---	N/A
5.4	Cords, chains and electrical cables in toys	---	N/A

5.5	Liquid-filled toys	---	N/A
5.6	Speed limitation of electrically driven toys	---	N/A
5.7	Glass and porcelain	---	N/A
5.8	Shape and size of certain toys	---	N/A
5.9	Toys comprising monofilament fibres	---	N/A
5.10	Small balls	---	N/A
5.11	Play figures	---	N/A
5.12	Hemispheric-shaped toys	---	N/A
5.13	Suction cups	---	N/A
5.14	Straps intended to be worn fully or partially around the neck	---	N/A

6	Packaging	---	Pass
7	Warnings and instructions for use		---
7.1	General		See Summary table
7.2	Toys not intended for children under 36 months	--	PASS
7.3	Latex balloons	---	N/A
7.4	Aquatic toys	---	N/A
7.5	Functional toys	---	N/A
7.6	Hazardous sharp functional edges and points	---	N/A
7.7	Projectiles	---	N/A
7.8	Imitation projective masks and helmets	---	N/A
7.9	Toy kites	---	N/A
7.10	Roller skates, inline skates and toy skateboards and certain other rides on toys	---	N/A
7.11	Toys intended to be attached to or strung across a cradle, cot, perambulator	---	N/A
7.12	Liquid-filled teethers	---	N/A
7.13	Percussion caps specifically designed for use in toys	---	N/A
7.14	Acoustics	---	N/A
7.15	Toy bicycles	---	N/A

7.16	Toys intended to bear the mass of a child	---	N/A
7.17	Toys comprising monofilament fibers	---	N/A
7.18	Toy scooters	---	N/A
7.19	Rocking horses and similar toys	---	N/A

7.20	Magnetic/electrical experimental sets	---	N/A
7.21	Toys with electrical cables exceeding 300 mm in length	---	N/A
7.22	Toys with cords or chains intended for children of 18 months and over but under 36 months (see 5.4 b),	---	N/A

Labeling requirement According to the Directive 2009/48/EC – Safety of toys

SUMMARY TABLE

	Observation Result	Location
Instructions and safety information	Present	Packing box
CE mark	Present	Packing box
Manufacturer's Name & Address	Present	Packing box
Product ID	Present	Packing box

HEAVY METAL

EN 71-3: 2013+A1:2014

Sample (001)			
Felt(Light Pink+ Dark Pink+ Turq)	Method detection Limit(mg/kg)	Result(mg/kg)	Requirement Maximum Limit (mg/kg)
Aluminum	10	Not Detected	70 000
Antimony	10	Not Detected	560
Arsenic	10	Not Detected	47
Barium	10	Not Detected	18 750
Boron	10	Not Detected	15 000
Cadmium	10	Not Detected	17
Chromium (III)	10	Not Detected	460
Chromium (VI)	0.17	Not Detected	0.2
Cobalt	10	Not Detected	130
Copper	10	Not Detected	7 700
Lead	10	Not Detected	160
Manganese	10	Not Detected	15 000
Mercury	10	Not Detected	94
Nickel	10	Not Detected	930
Selenium	10	Not Detected	460
Strontium	10	Not Detected	56 000
Tin	5	Not Detected	180 000
Organic Tin	5	Not Detected	12
Zinc	10	Not Detected	46 000

HEAVY METAL

ASTM F963-08

Sample (001)			
Felt(Light Pink+ Dark Pink+ Turq)	Method detection Limit(mg/kg)	Result	Requirement Maximum Limit (mg/kg)
Lead (Pb)	10	Not Detected	90
Cadmium (Cd)	10	Not Detected	75
Chromium (Cr)	10	Not Detected	60
Mercury (Hg)	10	Not Detected	60
Selenium (Se)	10	Not Detected	500
Arsenic (As)	10	Not Detected	25
Antimony (Sb)	10	Not Detected	60
Barium (Ba)	10	Not Detected	1000

HEAVY METAL

AS/NZS 8124.3:2012 (Modify from ISO 8124-3:2010)

Sample (001)			
Element (Cap+ Body+ Back Cap)	Method detection Limit(mg/kg)	Result	Requirement Maximum Limit (mg/kg)
Lead (Pb)	10	Not Detected	90
Cadmium (Cd)	10	Not Detected	75
Chromium (Cr)	10	Not Detected	60
Mercury (Hg)	10	Not Detected	60
Selenium (Se)	10	Not Detected	500
Arsenic (As)	10	Not Detected	25
Antimony (Sb)	10	Not Detected	60
Barium (Ba)	10	Not Detected	1000

Sample Photo











End of Test Report-

General Terms and Conditions of Business of TÜV Rheinland (India) Pvt Ltd

- 1. Scope**
- 1.1 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.
- 1.2 If there is any conflict between these terms and conditions and the client's General Terms and Conditions of Business, including the client's Terms and Conditions of Purchasing, if any, these terms and conditions shall apply. No contractual terms and conditions of the client shall form part of the contract unless specifically referred to or incorporated in the documents forming the contract with the client.
- 2. Quotations**
- Unless otherwise agreed, all quotations submitted by TÜV Rheinland (India) Pvt Ltd shall be subject to change without notice.
- 3. Coming into effect and duration of contracts**
- 3.1 The contract shall come into effect for the agreed term upon the quotation letter of TÜV Rheinland (India) Pvt Ltd 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 (India) Pvt Ltd. If the client instructs TÜV Rheinland (India) Pvt Ltd without receiving a prior quotation from TÜV Rheinland (India) Pvt Ltd (quotation), TÜV Rheinland (India) Pvt Ltd 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.
- 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 (India) Pvt Ltd 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 Furthermore, TÜV Rheinland (India) Pvt Ltd 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, no responsibility shall be assumed 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 (India) Pvt Ltd 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 and 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 confirmed as provided by TÜV Rheinland (India) Pvt Ltd 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 (India) Pvt Ltd. This also applies, even without express approval by the client, to all extensions of agreed dates for performance not caused by TÜV Rheinland (India) Pvt Ltd.
- 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 (India) Pvt Ltd.
- 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 or lack of proper cooperation. Even where a fixed or maximum price is agreed, TÜV Rheinland (India) Pvt Ltd shall be entitled to charge extra 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 incurred. If no payment is agreed in writing, invoicing shall be in accordance with the TÜV Rheinland (India) Pvt Ltd price list 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 converted into Indian Rupees at the prevailing exchange rates TÜV Rheinland (India) Pvt Ltd may demand payments on account or in instalments.
- 8. Payment terms**
- 8.1 All invoice amounts shall be due for payment on receipt of the invoice, subject only to statutory deductions as per applicable tax laws. No discounts shall be granted.
- 8.2 Payments shall be made to the bank account of TÜV Rheinland (India) Pvt Ltd as indicated on the invoice, stating the invoice and customer numbers.
- 8.3 In cases of default of payment, TÜV Rheinland (India) Pvt Ltd shall be entitled to claim default interest at a rate of 18% p.a. At the same time, TÜV Rheinland (India) Pvt Ltd deserves 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 (India) Pvt Ltd shall be entitled to cancel the contract, withdraw the certificate, claim damages for non-performance and refuse to continue performance of the contract. TÜV Rheinland (India) Pvt Ltd also reserves the right to publish the names of defaulting clients in public domain as may be fit and also meet any other requirements as prescribed by accreditation agencies/bodies.
- 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 (India) Pvt Ltd shall be submitted in writing within two weeks of receipt of the invoice.
- 8.7 TÜV Rheinland (India) Pvt Ltd shall be entitled to demand appropriate advance payments.
- 8.8 TÜV Rheinland (India) Pvt Ltd 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 (India) Pvt Ltd 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 any special right of termination. If the rise in fees exceeds 5% per contractual year, the client shall be entitled to terminate the contractual relationship 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 expiry of the above period.
- 8.9 Only legally established and undisputed claims may be offset against claims by TÜV Rheinland (India) Pvt Ltd.
- 9. Acceptance**
- 9.1 Any part of the work ordered which is complete in itself may be presented by TÜV Rheinland (India) Pvt Ltd. 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 performance of the work if TÜV Rheinland (India) Pvt Ltd has specifically made the client aware of the aforementioned deadline upon performance of the service.
- 10. Confidentiality**
- 10.1 For the purpose of this agreement, "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 on to 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.
- 10.3 All confidential information which the disclosing party transmits or otherwise discloses to the receiving party in accordance with this agreement:
- may only be used by the receiving party for the purposes of performing the purpose of the contract, unless expressly otherwise agreed in writing with the disclosing party;
 - 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 (India) Pvt Ltd ... is required to pass on confidential information, inspection reports or documentation to the authorities or third parties that are involved in the performance of the contract;
 - 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 objectively required.
- 10.4 The receiving party shall 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 subject matter of this 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:
- it was generally known at the time of disclosure or has become general knowledge without violation of this agreement; or
 - it was disclosed to the receiving party by a third party entitled to disclose this information; or
 - 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 agreement.
- e) It is mandated by law or by an order of the Courts to disclose such information.
- 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, on request by the disclosing party, to (ii) 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 this contract. This does not extend to include reports and certificates prepared for the client solely for the purpose of fulfilling the obligations under this contract, which shall remain with the client. However, TÜV Rheinland (India) Pvt Ltd 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.
- 10.7 From the start of this contract and for a period of three years after termination or expiry of this 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 (India) Pvt Ltd shall retain all exclusive and joint copyrights in the expert reports, test results, calculations, presentations etc. prepared by TÜV Rheinland (India) Pvt Ltd.
- 11.2 The client may only use 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 (India) Pvt Ltd.
- 12. Liability of TÜV Rheinland (India) Pvt Ltd**
- 12.1. Irrespective of the legal basis and in particular in the event of a breach of contractual obligations and tort, the liability of TÜV Rheinland (India) Pvt Ltd for all damage, loss and reimbursement of expenses caused by legal representatives and/or employees of TÜV Rheinland (India) Pvt Ltd shall be limited to: (i) in the case of contract with a fixed overall fee, an amount equal to the overall fee for the entire contract; (ii) in the case of contracts for annually recurring services, an amount equal to the agreed annual fee; (iii) in the case of contracts expressly charged on a time and material basis to a maximum of Rs10,00,000/= (Rupees Ten Lacs only), and (iv) in the case of framework agreements that provide for the possibility of placing individual orders, to an amount equal to three times the fee for the individual order under which the damage occurred. The maximum liability of TÜV Rheinland (India) Pvt Ltd is limited in any event of damage or loss to the contract value/Rs. 10,00,000/- (Rupees Ten Lacs) whichever is lower.
- 12.2 The maximum liability of TÜV Rheinland (India) Pvt Ltd is limited in any event of damage or loss to the contract value/Rs. 10,00,000/- (Rupees Ten Lacs) whichever is lower.
- 12.3 TÜV Rheinland (India) Pvt Ltd shall not be liable for personnel made available by the client to support TÜV Rheinland (India) Pvt Ltd in the performance of its services regulated under this contract. The client shall indemnify TÜV Rheinland (India) Pvt Ltd against any claims made by third parties for all loss that may be caused to or suffered by TÜV Rheinland (India) Pvt Ltd due to acts of omission and commission by the client.
- 12.4 The limitation periods for claims for damages shall be based on statutory provisions.
- 12.5 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**
- 13.1 No ancillary agreements to this contract have been concluded.
- 13.2 All amendments and supplements must be in writing in order to be effective; this also applies to amendments and supplements to the requirement for the written form.
- 13.3 Should one or several of the provisions under this contract 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.
- 13.4 The place of jurisdiction for all disputes arising in connection with this contract shall be Bangalore. This contract is governed by Indian substantive law.
- 13.5 All claims, disputes, differences, etc., arising out of and / or connected with the contract between TÜV and the client shall be resolved through arbitration to be conducted under the provisions of the Arbitration and Conciliation Act, 1996. The seat of arbitration shall be Bangalore, India. The Arbitral Tribunal shall comprise of a Sole Arbitrator to be nominated by the mutual consent of TÜV and the client. The arbitration proceedings shall be conducted in the English language only.
- 13.6 Subject to resolution of disputes through arbitration, only the Courts in Bangalore, India, shall be exclusive jurisdiction over all matters arising out of and / or connected with the contract between TÜV and the Client.

Revised: July 2012

Test Report No: 0172411481

Date: 11th May, 2017

Page: 1 of 6

Applicant : TERRA LEARNING SOLUTIONS
Contact Person : MR. ASHISH AJMERA
Address : 6-391, MAHENDRA MANSION, JSS ROAD, MUMBAI-400002

Sample not drawn by TUV Rheinland (India) Pvt. Ltd.

Sample Description : Embellishments (Sticker)
Style No. : Not Provided
PO No : Not Provided
Colour Name : (001) Multi (Lab Identified)
Fiber Content : Not Provided
Article No : Not Provided
End Use : Toys (Sticker)
Country of Destination : Worldwide
Sample Receiving Date : 06th May, 2017
Testing Period : 06th May, 2017 to 11th May, 2017
Sample Condition : Sample was received in good condition
Applicant's Provided Care Instruction/Label : -----

For and on behalf of
TÜV Rheinland (India) Pvt. Ltd.



Manokamna Mishra
Technical Executive (Soft lines)

Test result is drawn according to the kind and extent of tests performed.
Without permission of the test centre 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. This test report represents the test parameters as requested by the customer based on submitted samples only.

Conclusion:

Test Property	Pass	Fail	Remark
Heavy Metals (EN-71 Part 3)	X		
Heavy Metals (ASTM F963)	X		
Heavy Metals (AS/NZS 8124.3:2012)	X		

Remark: As Per Supplier's Request Testing Has Been Conducted For Their Self-Reference Only.
Test method and requirement are as provided by applicant.
Test has been performed only on pink, blue & white color as per applicant request.

Test Results:**HEAVY METAL**

EN 71-3: 2013+A1:2014

Sample (Pink + Blue + White)			
Element	Method detection Limit(mg/kg)	Result(mg/kg)	Requirement Maximum Limit (mg/kg)
Aluminum	10	Not Detected	70 000
Antimony	10	Not Detected	560
Arsenic	10	Not Detected	47
Barium	10	Not Detected	18 750
Boron	10	Not Detected	15 000
Cadmium	10	Not Detected	17
Chromium (III)	10	Not Detected	460
Chromium (VI)	0.17	Not Detected	0.2
Cobalt	10	Not Detected	130
Copper	10	Not Detected	7 700
Lead	10	Not Detected	160
Manganese	10	Not Detected	15 000
Mercury	10	Not Detected	94
Nickel	10	Not Detected	930
Selenium	10	Not Detected	460
Strontium	10	Not Detected	56 000
Tin	5	Not Detected	180 000
Organic Tin	5	Not Detected	12
Zinc	10	Not Detected	46 000

HEAVY METAL

ASTM F963-08

Sample (Pink + Blue + White)			
Element	Method detection Limit(mg/kg)	Result	Requirement Maximum Limit (mg/kg)
Lead (Pb)	10	Not Detected	90
Cadmium (Cd)	10	Not Detected	75
Chromium (Cr)	10	Not Detected	60
Mercury (Hg)	10	Not Detected	60
Selenium (Se)	10	Not Detected	500
Arsenic (As)	10	Not Detected	25
Antimony (Sb)	10	Not Detected	60
Barium (Ba)	10	Not Detected	1000

HEAVY METAL

AS/NZS 8124.3:2012 (Modify from ISO 8124-3:2010)

Sample (Pink + Blue + White)			
Element	Method detection Limit(mg/kg)	Result	Requirement Maximum Limit (mg/kg)
Lead (Pb)	10	Not Detected	90
Cadmium (Cd)	10	Not Detected	75
Chromium (Cr)	10	Not Detected	60
Mercury (Hg)	10	Not Detected	60
Selenium (Se)	10	Not Detected	500
Arsenic (As)	10	Not Detected	25
Antimony (Sb)	10	Not Detected	60
Barium (Ba)	10	Not Detected	1000

Sample Photo



-End of Test Report-

General Terms and Conditions of Business of TÜV Rheinland (India) Pvt Ltd

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 2. **Quotations**

Unless otherwise agreed, all quotations submitted by TÜV Rheinland (India) Pvt Ltd shall be subject to change without notice.
 3. **Coming into effect and duration of contracts**
 - 3.1 The contract shall come into effect for the agreed term upon the quotation letter of TÜV Rheinland (India) Pvt Ltd 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 (India) Pvt Ltd. If the client instructs TÜV Rheinland (India) Pvt Ltd without receiving a prior quotation from TÜV Rheinland (India) Pvt Ltd (quotation), TÜV Rheinland (India) Pvt Ltd 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.
 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 (India) Pvt Ltd 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 Furthermore, TÜV Rheinland (India) Pvt Ltd 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, no responsibility shall be assumed 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 (India) Pvt Ltd 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 and 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 confirmed as binding by TÜV Rheinland (India) Pvt Ltd 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 (India) Pvt Ltd. This also applies, even without express approval by the client, to all extensions of agreed dates for performance not caused by TÜV Rheinland (India) Pvt Ltd.
 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 (India) Pvt Ltd.
 - 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 or lack of proper cooperation. Even where a fixed or maximum price is agreed, TÜV Rheinland (India) Pvt Ltd shall be entitled to charge extra 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 incurred. If no payment is agreed in writing, invoicing shall be in accordance with the TÜV Rheinland (India) Pvt Ltd, price list 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 converted into Indian Rupees at the prevailing exchange rates TÜV Rheinland (India) Pvt Ltd may demand payments on account or in instalments.
 8. **Payment terms**
 - 8.1 All invoice amounts shall be due for payment on receipt of the invoice, subject only to statutory deductions as per applicable tax laws. No discounts shall be granted.
 - 8.2 Payments shall be made to the bank account of TÜV Rheinland (India) Pvt Ltd as indicated on the invoice, stating the invoice and customer numbers.
 - 8.3 In cases of default of payment, TÜV Rheinland (India) Pvt Ltd shall be entitled to claim default interest at a rate of 18% p.a. At the same time, TÜV Rheinland (India) Pvt Ltd deserves 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 (India) Pvt Ltd shall be entitled to cancel the contract, withdraw the certificate, claim damages for non-performance and refuse to continue performance of the contract. TÜV Rheinland (India) Pvt Ltd also reserves the right to publish the names of defaulting clients in public domain as may be fit and also meet any other requirements as prescribed by accreditation agencies/bodies.
 - 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 (India) Pvt Ltd shall be submitted in writing within two weeks of receipt of the invoice.
 - 8.7 TÜV Rheinland (India) Pvt Ltd shall be entitled to demand appropriate advance payments.
 - 8.8 TÜV Rheinland (India) Pvt Ltd 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 (India) Pvt Ltd 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 any special right of termination. If the rise in fees exceeds 5% per contractual year, the client shall be entitled to terminate the contractual relationship 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 expiry of the above period.
 - 8.9 Only legally established and undisputed claims may be offset against claims by TÜV Rheinland (India) Pvt Ltd.
 9. **Acceptance**
 - 9.1 Any part of the work ordered which is complete in itself may be presented by TÜV Rheinland (India) Pvt Ltd. 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 performance of the work if TÜV Rheinland (India) Pvt Ltd has specifically made the client aware of the aforementioned deadline upon performance of the service.
 10. **Confidentiality**
 - 10.1 For the purpose of this agreement, "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 on to 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.
 - 10.3 All confidential information which the disclosing party transmits or otherwise discloses to the receiving party in accordance with this agreement:
 - a) may only be used by the receiving party for the purposes of performing the purpose of the contract, unless expressly otherwise agreed in writing with 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 (India) Pvt Ltd ... is required to pass on confidential information, inspection reports or documentation to the authorities 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 objectively required.
 - 10.4 The receiving party shall 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 subject matter of this 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 agreement; 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 agreement.
 - e) It is mandated by law or by an order of the Courts to disclose such information.
- 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, on request by the disclosing party, to (ii) 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 this contract. This does not extend to include reports and certificates prepared for the client solely for the purpose of fulfilling the obligations under this contract, which shall remain with the client. However, TÜV Rheinland (India) Pvt Ltd 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.
- 10.7 From the start of this contract and for a period of three years after termination or expiry of this 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.

Revised: July 2012

Test Report No: 0172411460

Date: 11th May, 2017

Page: 1 of 6

Applicant : TERRA LEARNING SOLUTIONS
Contact Person : MR. ASHISH AJMERA
Address : 6-391, MAHENDRA MANSION, JSS ROAD, MUMBAI-400002

Sample not drawn by TUV Rheinland (India) Pvt. Ltd.

Sample Description : Quilling Paper
Style No. : Not Provided
PO No : Not Provided
Colour Name : (001) Multi (Lab Identified)
Fiber Content : Not Provided
Article No : Not Provided
End Use : Toys (Quilling Paper)
Country of Destination : Worldwide
Sample Receiving Date : 06th May, 2017
Testing Period : 06th May, 2017 to 11th May, 2017
Sample Condition : Sample was received in good condition
Applicant's Provided Care Instruction/Label : -----

For and on behalf of
TÜV Rheinland (India) Pvt. Ltd.



Manokamna Mishra
Technical Executive (Soft lines)

Test result is drawn according to the kind and extent of tests performed.
Without permission of the test centre 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. This test report represents the test parameters as requested by the customer based on submitted samples only.

Conclusion:

Test Property	Pass	Fail	Remark
Heavy Metals (EN-71 Part 3)	X		
Heavy Metals (ASTM F963)	X		
Heavy Metals (AS/NZS 8124.3:2012)	X		

Remark: As Per Supplier's Request Testing Has Been Conducted For Their Self-Reference Only.

Test method and requirement are as provided by applicant.

Testing has been performed only on dark pink, dark green & off white color as per applicant request.

Test Results:**HEAVY METAL**

EN 71-3: 2013+A1:2014

Sample (Dark Pink + Dark Green + Off White)			
Element	Method detection Limit(mg/kg)	Result(mg/kg)	Requirement Maximum Limit (mg/kg)
Aluminum	10	723 mg/kg	70 000
Antimony	10	Not Detected	560
Arsenic	10	Not Detected	47
Barium	10	Not Detected	18 750
Boron	10	Not Detected	15 000
Cadmium	10	Not Detected	17
Chromium (III)	10	Not Detected	460
Chromium (VI)	0.17	Not Detected	0.2
Cobalt	10	Not Detected	130
Copper	10	Not Detected	7 700
Lead	10	Not Detected	160
Manganese	10	Not Detected	15 000
Mercury	10	Not Detected	94
Nickel	10	Not Detected	930
Selenium	10	Not Detected	460
Strontium	10	Not Detected	56 000
Tin	5	Not Detected	180 000
Organic Tin	5	Not Detected	12
Zinc	10	Not Detected	46 000

HEAVY METAL

ASTM F963-08

Sample (Dark Pink + Dark Green + Off White)			
Element	Method detection Limit(mg/kg)	Result	Requirement Maximum Limit (mg/kg)
Lead (Pb)	10	Not Detected	90
Cadmium (Cd)	10	Not Detected	75
Chromium (Cr)	10	Not Detected	60
Mercury (Hg)	10	Not Detected	60
Selenium (Se)	10	Not Detected	500
Arsenic (As)	10	Not Detected	25
Antimony (Sb)	10	Not Detected	60
Barium (Ba)	10	Not Detected	1000

HEAVY METAL

AS/NZS 8124.3:2012 (Modify from ISO 8124-3:2010)

Sample (Dark Pink + Dark Green + Off White)			
Element	Method detection Limit(mg/kg)	Result	Requirement Maximum Limit (mg/kg)
Lead (Pb)	10	Not Detected	90
Cadmium (Cd)	10	Not Detected	75
Chromium (Cr)	10	Not Detected	60
Mercury (Hg)	10	Not Detected	60

Selenium (Se)	10	Not Detected	500
Arsenic (As)	10	Not Detected	25
Antimony (Sb)	10	Not Detected	60
Barium (Ba)	10	Not Detected	1000

Sample Photo



-End of Test Report-

General Terms and Conditions of Business of TÜV Rheinland (India) Pvt Ltd

1. **Scope**
 - 1.1 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.
 - 1.2 If there is any conflict between these terms and conditions and the client's General Terms and Conditions of Business, including the client's Terms and Conditions of Purchasing, if any, these terms and conditions shall apply. No contractual terms and conditions of the client shall form part of the contract unless specifically referred to or incorporated in the documents forming the contract with the client.
 2. **Quotations**

Unless otherwise agreed, all quotations submitted by TÜV Rheinland (India) Pvt Ltd shall be subject to change without notice.
 3. **Coming into effect and duration of contracts**
 - 3.1 The contract shall come into effect for the agreed term upon the quotation letter of TÜV Rheinland (India) Pvt Ltd 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 (India) Pvt Ltd. If the client instructs TÜV Rheinland (India) Pvt Ltd without receiving a prior quotation from TÜV Rheinland (India) Pvt Ltd (quotation), TÜV Rheinland (India) Pvt Ltd 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.
 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 (India) Pvt Ltd 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 Furthermore, TÜV Rheinland (India) Pvt Ltd 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, no responsibility shall be assumed 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 (India) Pvt Ltd 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 and 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 confirmed as binding by TÜV Rheinland (India) Pvt Ltd 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 (India) Pvt Ltd. This also applies, even without express approval by the client, to all extensions of agreed dates for performance not caused by TÜV Rheinland (India) Pvt Ltd.
 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 (India) Pvt Ltd.
 - 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 or lack of proper cooperation. Even where a fixed or maximum price is agreed, TÜV Rheinland (India) Pvt Ltd shall be entitled to charge extra 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 incurred. If no payment is agreed in writing, invoicing shall be in accordance with the TÜV Rheinland (India) Pvt Ltd, price list 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 converted into Indian Rupees at the prevailing exchange rates TÜV Rheinland (India) Pvt Ltd may demand payments on account or in instalments.
 8. **Payment terms**
 - 8.1 All invoice amounts shall be due for payment on receipt of the invoice, subject only to statutory deductions as per applicable tax laws. No discounts shall be granted.
 - 8.2 Payments shall be made to the bank account of TÜV Rheinland (India) Pvt Ltd as indicated on the invoice, stating the invoice and customer numbers.
 - 8.3 In cases of default of payment, TÜV Rheinland (India) Pvt Ltd shall be entitled to claim default interest at a rate of 18% p.a. At the same time, TÜV Rheinland (India) Pvt Ltd deserves 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 (India) Pvt Ltd shall be entitled to cancel the contract, withdraw the certificate, claim damages for non-performance and refuse to continue performance of the contract. TÜV Rheinland (India) Pvt Ltd also reserves the right to publish the names of defaulting clients in public domain as may be fit and also meet any other requirements as prescribed by accreditation agencies/bodies.
 - 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 (India) Pvt Ltd shall be submitted in writing within two weeks of receipt of the invoice.
 - 8.7 TÜV Rheinland (India) Pvt Ltd shall be entitled to demand appropriate advance payments.
 - 8.8 TÜV Rheinland (India) Pvt Ltd 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 (India) Pvt Ltd 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 any special right of termination. If the rise in fees exceeds 5% per contractual year, the client shall be entitled to terminate the contractual relationship 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 expiry of the above period.
 - 8.9 Only legally established and undisputed claims may be offset against claims by TÜV Rheinland (India) Pvt Ltd.
 9. **Acceptance**
 - 9.1 Any part of the work ordered which is complete in itself may be presented by TÜV Rheinland (India) Pvt Ltd. 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 performance of the work if TÜV Rheinland (India) Pvt Ltd has specifically made the client aware of the aforementioned deadline upon performance of the service.
 10. **Confidentiality**
 - 10.1 For the purpose of this agreement, "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 on to 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.
 - 10.3 All confidential information which the disclosing party transmits or otherwise discloses to the receiving party in accordance with this agreement:
 - a) may only be used by the receiving party for the purposes of performing the purpose of the contract, unless expressly otherwise agreed in writing with 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 (India) Pvt Ltd ... is required to pass on confidential information, inspection reports or documentation to the authorities 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 objectively required.
 - 10.4 The receiving party shall 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 subject matter of this 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 agreement; 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 agreement.
 - e) It is mandated by law or by an order of the Courts to disclose such information.
- 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, on request by the disclosing party, to (ii) 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 this contract. This does not extend to include reports and certificates prepared for the client solely for the purpose of fulfilling the obligations under this contract, which shall remain with the client. However, TÜV Rheinland (India) Pvt Ltd 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.
- 10.7 From the start of this contract and for a period of three years after termination or expiry of this 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.

Revised: July 2012

Test Report No: 0172411477

Date: 11th May, 2017

Page: 1 of 6

Applicant : TERRA LEARNING SOLUTIONS
Contact Person : MR. ASHISH AJMERA
Address : 6-391, MAHENDRA MANSION, JSS ROAD, MUMBAI-400002

Sample not drawn by TUV Rheinland (India) Pvt. Ltd.

Sample Description : Satin Ribbon
Style No. : Not Provided
PO No : Not Provided
Colour Name : (001) Multi (Lab Identified)
Fiber Content : Not Provided
Article No : Not Provided
End Use : Toys (Satin Ribbon)
Country of Destination : Worldwide
Sample Receiving Date : 06th May, 2017
Testing Period : 06th May, 2017 to 11th May, 2017
Sample Condition : Sample was received in good condition
Applicant's Provided Care Instruction/Label : -----

For and on behalf of
TÜV Rheinland (India) Pvt. Ltd.



Manokamna Mishra
Technical Executive (Soft lines)

Test result is drawn according to the kind and extent of tests performed.
Without permission of the test centre 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. This test report represents the test parameters as requested by the customer based on submitted samples only.

Test Report No: 0172411477

Page: 2 of 6

Conclusion:

Test Property	Pass	Fail	Remark
Heavy Metals (EN-71 Part 3)	X		
Heavy Metals (ASTM F963)	X		
Heavy Metals (AS/NZS 8124.3:2012)	X		

Remark: As Per Supplier's Request Testing Has Been Conducted For Their Self-Reference Only.
Test method and requirement are as provided by applicant.
Testing has been performed only on pink, black & off white color as per applicant request.

Test Results:**HEAVY METAL**

EN 71-3: 2013+A1:2014

Sample (Pink + Black + Off White)			
Element	Method detection Limit(mg/kg)	Result(mg/kg)	Requirement Maximum Limit (mg/kg)
Aluminum	10	Not Detected	70 000
Antimony	10	Not Detected	560
Arsenic	10	Not Detected	47
Barium	10	Not Detected	18 750
Boron	10	Not Detected	15 000
Cadmium	10	Not Detected	17
Chromium (III)	10	Not Detected	460
Chromium (VI)	0.17	Not Detected	0.2
Cobalt	10	Not Detected	130
Copper	10	Not Detected	7 700
Lead	10	Not Detected	160
Manganese	10	Not Detected	15 000
Mercury	10	Not Detected	94
Nickel	10	Not Detected	930
Selenium	10	Not Detected	460
Strontium	10	Not Detected	56 000
Tin	5	Not Detected	180 000
Organic Tin	5	Not Detected	12
Zinc	10	Not Detected	46 000

HEAVY METAL

ASTM F963-08

Sample (Pink + Black + Off White)			
Element	Method detection Limit(mg/kg)	Result	Requirement Maximum Limit (mg/kg)
Lead (Pb)	10	Not Detected	90
Cadmium (Cd)	10	Not Detected	75
Chromium (Cr)	10	Not Detected	60
Mercury (Hg)	10	Not Detected	60
Selenium (Se)	10	Not Detected	500
Arsenic (As)	10	Not Detected	25
Antimony (Sb)	10	Not Detected	60
Barium (Ba)	10	Not Detected	1000

HEAVY METAL

AS/NZS 8124.3:2012 (Modify from ISO 8124-3:2010)

Sample (Pink + Black + Off White)			
Element	Method detection Limit(mg/kg)	Result	Requirement Maximum Limit (mg/kg)
Lead (Pb)	10	Not Detected	90
Cadmium (Cd)	10	Not Detected	75
Chromium (Cr)	10	Not Detected	60
Mercury (Hg)	10	Not Detected	60
Selenium (Se)	10	Not Detected	500

Test Report No: 0172411477

Page: 4 of 6

Arsenic (As)	10	Not Detected	25
Antimony (Sb)	10	Not Detected	60
Barium (Ba)	10	Not Detected	1000

Sample Photo



-End of Test Report-

General Terms and Conditions of Business of TÜV Rheinland (India) Pvt Ltd

1. **Scope**
 - 1.1 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.
 - 1.2 If there is any conflict between these terms and conditions and the client's General Terms and Conditions of Business, including the client's Terms and Conditions of Purchasing, if any, these terms and conditions shall apply. No contractual terms and conditions of the client shall form part of the contract unless specifically referred to or incorporated in the documents forming the contract with the client.
 2. **Quotations**

Unless otherwise agreed, all quotations submitted by TÜV Rheinland (India) Pvt Ltd shall be subject to change without notice.
 3. **Coming into effect and duration of contracts**
 - 3.1 The contract shall come into effect for the agreed term upon the quotation letter of TÜV Rheinland (India) Pvt Ltd 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 (India) Pvt Ltd. If the client instructs TÜV Rheinland (India) Pvt Ltd without receiving a prior quotation from TÜV Rheinland (India) Pvt Ltd (quotation), TÜV Rheinland (India) Pvt Ltd 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.
 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 (India) Pvt Ltd 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 Furthermore, TÜV Rheinland (India) Pvt Ltd 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, no responsibility shall be assumed 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 (India) Pvt Ltd 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 and 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 confirmed as binding by TÜV Rheinland (India) Pvt Ltd 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 (India) Pvt Ltd. This also applies, even without express approval by the client, to all extensions of agreed dates for performance not caused by TÜV Rheinland (India) Pvt Ltd.
 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 (India) Pvt Ltd.
 - 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 or lack of proper cooperation. Even where a fixed or maximum price is agreed, TÜV Rheinland (India) Pvt Ltd shall be entitled to charge extra 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 incurred. If no payment is agreed in writing, invoicing shall be in accordance with the TÜV Rheinland (India) Pvt Ltd, price list 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 converted into Indian Rupees at the prevailing exchange rates TÜV Rheinland (India) Pvt Ltd may demand payments on account or in instalments.
 8. **Payment terms**
 - 8.1 All invoice amounts shall be due for payment on receipt of the invoice, subject only to statutory deductions as per applicable tax laws. No discounts shall be granted.
 - 8.2 Payments shall be made to the bank account of TÜV Rheinland (India) Pvt Ltd as indicated on the invoice, stating the invoice and customer numbers.
 - 8.3 In cases of default of payment, TÜV Rheinland (India) Pvt Ltd shall be entitled to claim default interest at a rate of 18% p.a. At the same time, TÜV Rheinland (India) Pvt Ltd deserves 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 (India) Pvt Ltd shall be entitled to cancel the contract, withdraw the certificate, claim damages for non-performance and refuse to continue performance of the contract. TÜV Rheinland (India) Pvt Ltd also reserves the right to publish the names of defaulting clients in public domain as may be fit and also meet any other requirements as prescribed by accreditation agencies/bodies.
 - 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 (India) Pvt Ltd shall be submitted in writing within two weeks of receipt of the invoice.
 - 8.7 TÜV Rheinland (India) Pvt Ltd shall be entitled to demand appropriate advance payments.
 - 8.8 TÜV Rheinland (India) Pvt Ltd 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 (India) Pvt Ltd 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 any special right of termination. If the rise in fees exceeds 5% per contractual year, the client shall be entitled to terminate the contractual relationship 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 expiry of the above period.
 - 8.9 Only legally established and undisputed claims may be offset against claims by TÜV Rheinland (India) Pvt Ltd.
 9. **Acceptance**
 - 9.1 Any part of the work ordered which is complete in itself may be presented by TÜV Rheinland (India) Pvt Ltd. 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 performance of the work if TÜV Rheinland (India) Pvt Ltd has specifically made the client aware of the aforementioned deadline upon performance of the service.
 10. **Confidentiality**
 - 10.1 For the purpose of this agreement, "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 on to 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.
 - 10.3 All confidential information which the disclosing party transmits or otherwise discloses to the receiving party in accordance with this agreement:
 - a) may only be used by the receiving party for the purposes of performing the purpose of the contract, unless expressly otherwise agreed in writing with 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 (India) Pvt Ltd ... is required to pass on confidential information, inspection reports or documentation to the authorities 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 objectively required.
 - 10.4 The receiving party shall 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 subject matter of this 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 agreement; 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 agreement.
 - e) It is mandated by law or by an order of the Courts to disclose such information.
- 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, on request by the disclosing party, to (ii) 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 this contract. This does not extend to include reports and certificates prepared for the client solely for the purpose of fulfilling the obligations under this contract, which shall remain with the client. However, TÜV Rheinland (India) Pvt Ltd 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.
- 10.7 From the start of this contract and for a period of three years after termination or expiry of this 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.

Revised: July 2012

Test Report No: 0172411483

Date: 11th May, 2017

Page: 1 of 6

Applicant : TERRA LEARNING SOLUTIONS
Contact Person : MR. ASHISH AJMERA
Address : 6-391, MAHENDRA MANSION, JSS ROAD, MUMBAI-400002

Sample not drawn by TUV Rheinland (India) Pvt. Ltd.

Sample Description : Plastic Buttons
Style No. : Not Provided
PO No : Not Provided
Colour Name : (001) White (Lab Identified)
Fiber Content : Not Provided
Article No : Not Provided
End Use : Toys (Buttons)
Country of Destination : Worldwide
Sample Receiving Date : 06th May, 2017
Testing Period : 06th May, 2017 to 11th May, 2017
Sample Condition : Sample was received in good condition
Applicant's Provided Care Instruction/Label : -----

For and on behalf of
TÜV Rheinland (India) Pvt. Ltd.



Manokamna Mishra
Technical Executive (Soft lines)

Test result is drawn according to the kind and extent of tests performed.
Without permission of the test centre 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. This test report represents the test parameters as requested by the customer based on submitted samples only.

Test Report No: 0172411483

Page: 2 of 6

Conclusion:

Test Property	Pass	Fail	Remark
Heavy Metals (EN-71 Part 3)	X		
Heavy Metals (ASTM F963)	X		
Heavy Metals (AS/NZS 8124.3:2012)	X		

Remark: As Per Supplier's Request Testing Has Been Conducted For Their Self-Reference Only.
Test method and requirement are as provided by applicant.

Test Results:**HEAVY METAL**

EN 71-3: 2013+A1:2014

Sample (001)			
Element	Method detection Limit(mg/kg)	Result(mg/kg)	Requirement Maximum Limit (mg/kg)
Aluminum	10	Not Detected	70 000
Antimony	10	Not Detected	560
Arsenic	10	Not Detected	47
Barium	10	Not Detected	18 750
Boron	10	Not Detected	15 000
Cadmium	10	Not Detected	17
Chromium (III)	10	Not Detected	460
Chromium (VI)	0.17	Not Detected	0.2
Cobalt	10	Not Detected	130
Copper	10	Not Detected	7 700
Lead	10	Not Detected	160
Manganese	10	Not Detected	15 000
Mercury	10	Not Detected	94
Nickel	10	Not Detected	930
Selenium	10	Not Detected	460
Strontium	10	Not Detected	56 000
Tin	5	Not Detected	180 000
Organic Tin	5	Not Detected	12
Zinc	10	Not Detected	46 000

HEAVY METAL

ASTM F963-08

Sample (001)			
Element	Method detection Limit(mg/kg)	Result	Requirement Maximum Limit (mg/kg)
Lead (Pb)	10	Not Detected	90
Cadmium (Cd)	10	Not Detected	75
Chromium (Cr)	10	Not Detected	60
Mercury (Hg)	10	Not Detected	60
Selenium (Se)	10	Not Detected	500
Arsenic (As)	10	Not Detected	25
Antimony (Sb)	10	Not Detected	60
Barium (Ba)	10	Not Detected	1000

HEAVY METAL

AS/NZS 8124.3:2012 (Modify from ISO 8124-3:2010)

Sample (001)			
Element	Method detection Limit(mg/kg)	Result	Requirement Maximum Limit (mg/kg)
Lead (Pb)	10	Not Detected	90
Cadmium (Cd)	10	Not Detected	75
Chromium (Cr)	10	Not Detected	60
Mercury (Hg)	10	Not Detected	60
Selenium (Se)	10	Not Detected	500
Arsenic (As)	10	Not Detected	25
Antimony (Sb)	10	Not Detected	60
Barium (Ba)	10	Not Detected	1000

Sample Photo



-End of Test Report-

General Terms and Conditions of Business of TÜV Rheinland (India) Pvt Ltd

1. **Scope**
 - 1.1 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.
 - 1.2 If there is any conflict between these terms and conditions and the client's General Terms and Conditions of Business, including the client's Terms and Conditions of Purchasing, if any, these terms and conditions shall apply. No contractual terms and conditions of the client shall form part of the contract unless specifically referred to or incorporated in the documents forming the contract with the client.
 2. **Quotations**

Unless otherwise agreed, all quotations submitted by TÜV Rheinland (India) Pvt Ltd shall be subject to change without notice.
 3. **Coming into effect and duration of contracts**
 - 3.1 The contract shall come into effect for the agreed term upon the quotation letter of TÜV Rheinland (India) Pvt Ltd 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 (India) Pvt Ltd. If the client instructs TÜV Rheinland (India) Pvt Ltd without receiving a prior quotation from TÜV Rheinland (India) Pvt Ltd (quotation), TÜV Rheinland (India) Pvt Ltd 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.
 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 (India) Pvt Ltd 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 Furthermore, TÜV Rheinland (India) Pvt Ltd 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, no responsibility shall be assumed 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 (India) Pvt Ltd 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 and 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 confirmed as binding by TÜV Rheinland (India) Pvt Ltd 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 (India) Pvt Ltd. This also applies, even without express approval by the client, to all extensions of agreed dates for performance not caused by TÜV Rheinland (India) Pvt Ltd.
 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 (India) Pvt Ltd.
 - 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 or lack of proper cooperation. Even where a fixed or maximum price is agreed, TÜV Rheinland (India) Pvt Ltd shall be entitled to charge extra 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 incurred. If no payment is agreed in writing, invoicing shall be in accordance with the TÜV Rheinland (India) Pvt Ltd, price list 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 converted into Indian Rupees at the prevailing exchange rates TÜV Rheinland (India) Pvt Ltd may demand payments on account or in instalments.
 8. **Payment terms**
 - 8.1 All invoice amounts shall be due for payment on receipt of the invoice, subject only to statutory deductions as per applicable tax laws. No discounts shall be granted.
 - 8.2 Payments shall be made to the bank account of TÜV Rheinland (India) Pvt Ltd as indicated on the invoice, stating the invoice and customer numbers.
 - 8.3 In cases of default of payment, TÜV Rheinland (India) Pvt Ltd shall be entitled to claim default interest at a rate of 18% p.a. At the same time, TÜV Rheinland (India) Pvt Ltd deserves 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 (India) Pvt Ltd shall be entitled to cancel the contract, withdraw the certificate, claim damages for non-performance and refuse to continue performance of the contract. TÜV Rheinland (India) Pvt Ltd also reserves the right to publish the names of defaulting clients in public domain as may be fit and also meet any other requirements as prescribed by accreditation agencies/bodies.
 - 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 (India) Pvt Ltd shall be submitted in writing within two weeks of receipt of the invoice.
 - 8.7 TÜV Rheinland (India) Pvt Ltd shall be entitled to demand appropriate advance payments.
 - 8.8 TÜV Rheinland (India) Pvt Ltd 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 (India) Pvt Ltd 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 any special right of termination. If the rise in fees exceeds 5% per contractual year, the client shall be entitled to terminate the contractual relationship 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 expiry of the above period.
 - 8.9 Only legally established and undisputed claims may be offset against claims by TÜV Rheinland (India) Pvt Ltd.
 9. **Acceptance**
 - 9.1 Any part of the work ordered which is complete in itself may be presented by TÜV Rheinland (India) Pvt Ltd. 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 performance of the work if TÜV Rheinland (India) Pvt Ltd has specifically made the client aware of the aforementioned deadline upon performance of the service.
 10. **Confidentiality**
 - 10.1 For the purpose of this agreement, "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 on to 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.
 - 10.3 All confidential information which the disclosing party transmits or otherwise discloses to the receiving party in accordance with this agreement:
 - a) may only be used by the receiving party for the purposes of performing the purpose of the contract, unless expressly otherwise agreed in writing with 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 (India) Pvt Ltd ... is required to pass on confidential information, inspection reports or documentation to the authorities 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 objectively required.
 - 10.4 The receiving party shall 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 subject matter of this 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 agreement; 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 agreement.
 - e) It is mandated by law or by an order of the Courts to disclose such information.
- 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, on request by the disclosing party, to (ii) 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 this contract. This does not extend to include reports and certificates prepared for the client solely for the purpose of fulfilling the obligations under this contract, which shall remain with the client. However, TÜV Rheinland (India) Pvt Ltd 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.
- 10.7 From the start of this contract and for a period of three years after termination or expiry of this 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.

Revised: July 2012

Test Report No: 0172411474

Date: 11th May, 2017

Page: 1 of 6

Applicant : TERRA LEARNING SOLUTIONS
Contact Person : MR. ASHISH AJMERA
Address : 6-391, MAHENDRA MANSION, JSS ROAD, MUMBAI-400002

Sample not drawn by TUV Rheinland (India) Pvt. Ltd.

Sample Description : Cardboard
Style No. : Not Provided
PO No : Not Provided
Colour Name : (001) Brown (Lab Identified)
Fiber Content : Not Provided
Article No : Not Provided
End Use : Toys (Cardboard)
Country of Destination : Worldwide
Sample Receiving Date : 06th May, 2017
Testing Period : 06th May, 2017 to 11th May, 2017
Sample Condition : Sample was received in good condition
Applicant's Provided Care Instruction/Label : -----

For and on behalf of
TÜV Rheinland (India) Pvt. Ltd.



Manokamna Mishra
Technical Executive (Soft lines)

Test result is drawn according to the kind and extent of tests performed.
Without permission of the test centre 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. This test report represents the test parameters as requested by the customer based on submitted samples only.

Test Report No: 0172411474

Page: 2 of 6

Conclusion:

Test Property	Pass	Fail	Remark
Heavy Metals (EN-71 Part 3)	X		
Heavy Metals (ASTM F963)	X		
Heavy Metals (AS/NZS 8124.3:2012)	X		

Remark: As Per Supplier's Request Testing Has Been Conducted For Their Self-Reference Only.
Test method and requirement are as provided by applicant.

Test Results:**HEAVY METAL**

EN 71-3: 2013+A1:2014

Sample (001)			
Element	Method detection Limit(mg/kg)	Result(mg/kg)	Requirement Maximum Limit (mg/kg)
Aluminum	10	1491 mg/kg	70 000
Antimony	10	Not Detected	560
Arsenic	10	Not Detected	47
Barium	10	Not Detected	18 750
Boron	10	21 mg/kg	15 000
Cadmium	10	Not Detected	17
Chromium (III)	10	Not Detected	460
Chromium (VI)	0.17	Not Detected	0.2
Cobalt	10	Not Detected	130
Copper	10	22 mg/kg	7 700
Lead	10	Not Detected	160
Manganese	10	21 mg/kg	15 000
Mercury	10	Not Detected	94
Nickel	10	Not Detected	930
Selenium	10	Not Detected	460
Strontium	10	32 mg/kg	56 000
Tin	5	Not Detected	180 000
Organic Tin	5	Not Detected	12
Zinc	10	29 mg/kg	46 000

HEAVY METAL

ASTM F963-08

Sample (001)			
Element	Method detection Limit(mg/kg)	Result	Requirement Maximum Limit (mg/kg)
Lead (Pb)	10	Not Detected	90
Cadmium (Cd)	10	Not Detected	75
Chromium (Cr)	10	Not Detected	60
Mercury (Hg)	10	Not Detected	60
Selenium (Se)	10	Not Detected	500
Arsenic (As)	10	Not Detected	25
Antimony (Sb)	10	Not Detected	60
Barium (Ba)	10	Not Detected	1000

HEAVY METAL

AS/NZS 8124.3:2012 (Modify from ISO 8124-3:2010)

Sample (001)			
Element	Method detection Limit(mg/kg)	Result	Requirement Maximum Limit (mg/kg)
Lead (Pb)	10	Not Detected	90
Cadmium (Cd)	10	Not Detected	75
Chromium (Cr)	10	Not Detected	60
Mercury (Hg)	10	Not Detected	60

Selenium (Se)	10	Not Detected	500
Arsenic (As)	10	Not Detected	25
Antimony (Sb)	10	Not Detected	60
Barium (Ba)	10	Not Detected	1000

Sample Photo



-End of Test Report-

General Terms and Conditions of Business of TÜV Rheinland (India) Pvt Ltd

1. **Scope**
 - 1.1 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.
 - 1.2 If there is any conflict between these terms and conditions and the client's General Terms and Conditions of Business, including the client's Terms and Conditions of Purchasing, if any, these terms and conditions shall apply. No contractual terms and conditions of the client shall form part of the contract unless specifically referred to or incorporated in the documents forming the contract with the client.
2. **Quotations**

Unless otherwise agreed, all quotations submitted by TÜV Rheinland (India) Pvt Ltd shall be subject to change without notice.
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 - 3.1 The contract shall come into effect for the agreed term upon the quotation letter of TÜV Rheinland (India) Pvt Ltd 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 (India) Pvt Ltd. If the client instructs TÜV Rheinland (India) Pvt Ltd without receiving a prior quotation from TÜV Rheinland (India) Pvt Ltd (quotation), TÜV Rheinland (India) Pvt Ltd 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.
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 - 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 (India) Pvt Ltd 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 Furthermore, TÜV Rheinland (India) Pvt Ltd 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, no responsibility shall be assumed 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 (India) Pvt Ltd 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 and 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 confirmed as binding by TÜV Rheinland (India) Pvt Ltd 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 (India) Pvt Ltd. This also applies, even without express approval by the client, to all extensions of agreed dates for performance not caused by TÜV Rheinland (India) Pvt Ltd.
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 (India) Pvt Ltd.
 - 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 or lack of proper cooperation. Even where a fixed or maximum price is agreed, TÜV Rheinland (India) Pvt Ltd shall be entitled to charge extra 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 incurred. If no payment is agreed in writing, invoicing shall be in accordance with the TÜV Rheinland (India) Pvt Ltd, price list 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 converted into Indian Rupees at the prevailing exchange rates TÜV Rheinland (India) Pvt Ltd may demand payments on account or in instalments.
8. **Payment terms**
 - 8.1 All invoice amounts shall be due for payment on receipt of the invoice, subject only to statutory deductions as per applicable tax laws. No discounts shall be granted.
 - 8.2 Payments shall be made to the bank account of TÜV Rheinland (India) Pvt Ltd as indicated on the invoice, stating the invoice and customer numbers.
 - 8.3 In cases of default of payment, TÜV Rheinland (India) Pvt Ltd shall be entitled to claim default interest at a rate of 18% p.a. At the same time, TÜV Rheinland (India) Pvt Ltd deserves 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 (India) Pvt Ltd shall be entitled to cancel the contract, withdraw the certificate, claim damages for non-performance and refuse to continue performance of the contract. TÜV Rheinland (India) Pvt Ltd also reserves the right to publish the names of defaulting clients in public domain as may be fit and also meet any other requirements as prescribed by accreditation agencies/bodies.
 - 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 (India) Pvt Ltd shall be submitted in writing within two weeks of receipt of the invoice.
 - 8.7 TÜV Rheinland (India) Pvt Ltd shall be entitled to demand appropriate advance payments.
 - 8.8 TÜV Rheinland (India) Pvt Ltd 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 (India) Pvt Ltd 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 any special right of termination. If the rise in fees exceeds 5% per contractual year, the client shall be entitled to terminate the contractual relationship 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 expiry of the above period.
 - 8.9 Only legally established and undisputed claims may be offset against claims by TÜV Rheinland (India) Pvt Ltd.
9. **Acceptance**
 - 9.1 Any part of the work ordered which is complete in itself may be presented by TÜV Rheinland (India) Pvt Ltd. 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 performance of the work if TÜV Rheinland (India) Pvt Ltd has specifically made the client aware of the aforementioned deadline upon performance of the service.
10. **Confidentiality**
 - 10.1 For the purpose of this agreement, "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 on to 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.
 - 10.3 All confidential information which the disclosing party transmits or otherwise discloses to the receiving party in accordance with this agreement:
 - a) may only be used by the receiving party for the purposes of performing the purpose of the contract, unless expressly otherwise agreed in writing with 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 (India) Pvt Ltd ... is required to pass on confidential information, inspection reports or documentation to the authorities 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 objectively required.
 - 10.4 The receiving party shall 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 subject matter of this 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 agreement; 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 agreement.
- e) It is mandated by law or by an order of the Courts to disclose such information.

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, on request by the disclosing party, to (ii) 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 this contract. This does not extend to include reports and certificates prepared for the client solely for the purpose of fulfilling the obligations under this contract, which shall remain with the client. However, TÜV Rheinland (India) Pvt Ltd 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.

10.7 From the start of this contract and for a period of three years after termination or expiry of this 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 (India) Pvt Ltd shall retain all exclusive and joint copyrights in the expert reports, test results, calculations, presentations etc. prepared by TÜV Rheinland (India) Pvt Ltd.

11.2 The client may only use 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 (India) Pvt Ltd.

12. Liability of TÜV Rheinland (India) Pvt Ltd

12.1 Irrespective of the legal basis and in particular in the event of a breach of contractual obligations and tort, the liability of TÜV Rheinland (India) Pvt Ltd for all damage, loss and reimbursement of expenses caused by legal representatives and/or employees of TÜV Rheinland (India) Pvt Ltd shall be limited to: (i) in the case of contract with a fixed overall fee, an amount equal to the overall fee for the entire contract; (ii) in the case of contracts for annually recurring services, an amount equal to the agreed annual fee; (iii) in the case of contracts expressly charged on a time and material basis to a maximum of ₹10,00,000/- (Rupees Ten Lacs only). and (iv) in the case of framework agreements that provide for the possibility of placing individual orders, to an amount equal to three times the fee for the individual order under which the damage occurred. The maximum liability of TÜV Rheinland (India) Pvt Ltd is limited in any event of damage or loss to the contract value/₹. 10,00,000/- (Rupees Ten Lacs) whichever is lower.

12.2 The maximum liability of TÜV Rheinland (India) Pvt Ltd is limited in any event of damage or loss to the contract value/₹. 10,00,000/- (Rupees Ten Lacs) whichever is lower.

12.3 TÜV Rheinland (India) Pvt Ltd shall not be liable for personnel made available by the client to support TÜV Rheinland (India) Pvt Ltd in the performance of its services regulated under this contract. The client shall indemnify TÜV Rheinland (India) Pvt Ltd against any claims made by third parties for all loss that may be caused to or suffered by TÜV Rheinland (India) Pvt Ltd due to acts of omission and commission by the client.

12.4 The limitation periods for claims for damages shall be based on statutory provisions.

12.5 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

13.1 No ancillary agreements to this contract have been concluded.

13.2 All amendments and supplements must be in writing in order to be effective; this also applies to amendments and supplements to the requirement for the written form.

13.3 Should one or several of the provisions under this contract 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.

13.4 The place of jurisdiction for all disputes arising in connection with this contract shall be Bangalore. This contract is governed by Indian substantive law.

13.5 All claims, disputes, differences, etc., arising out of and / or connected with the contract between TÜV and the client shall be resolved through arbitration to be conducted under the provisions of the Arbitration and Conciliation Act, 1996. The seat of arbitration shall be Bangalore, India. The Arbitral Tribunal shall comprise of a Sole Arbitrator to be nominated by the mutual consent of TÜV and the client. The arbitration proceedings shall be conducted in the English language only.

13.6 Subject to resolution of disputes through arbitration, only the Courts in Bangalore, India, shall be exclusive jurisdiction over all matters arising out of and / or connected with the contract between TÜV and the Client.

Revised: July 2012

Test Report No: 0172411480

Date: 11th May, 2017

Page: 1 of 6

Applicant : TERRA LEARNING SOLUTIONS
Contact Person : MR. ASHISH AJMERA
Address : 6-391, MAHENDRA MANSION, JSS ROAD, MUMBAI-400002

Sample not drawn by TUV Rheinland (India) Pvt. Ltd.

Sample Description : Eva Foam
Style No. : Not Provided
PO No : Not Provided
Colour Name : (001) Multi (Lab Identified)
Fiber Content : Not Provided
Article No : Not Provided
End Use : Toys (Eva Foam)
Country of Destination : Worldwide
Sample Receiving Date : 06th May, 2017
Testing Period : 06th May, 2017 to 11th May, 2017
Sample Condition : Sample was received in good condition
Applicant's Provided Care Instruction/Label : -----

For and on behalf of
TÜV Rheinland (India) Pvt. Ltd.



Manokamna Mishra
Technical Executive (Soft lines)

Test result is drawn according to the kind and extent of tests performed.
Without permission of the test centre 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. This test report represents the test parameters as requested by the customer based on submitted samples only.

Conclusion:

Test Property	Pass	Fail	Remark
Heavy Metals (EN-71 Part 3)	X		
Heavy Metals (ASTM F963)	X		
Heavy Metals (AS/NZS 8124.3:2012)	X		

Remark: As Per Supplier's Request Testing Has Been Conducted For Their Self-Reference Only.
Test method and requirement are as provided by applicant.
Testing has been performed only on red, blue & yellow color as per applicant request.

Test Results:**HEAVY METAL**

EN 71-3: 2013+A1:2014

Sample (Red + Blue + Yellow)			
Element	Method detection Limit(mg/kg)	Result(mg/kg)	Requirement Maximum Limit (mg/kg)
Aluminum	10	Not Detected	70 000
Antimony	10	Not Detected	560
Arsenic	10	Not Detected	47
Barium	10	Not Detected	18 750
Boron	10	Not Detected	15 000
Cadmium	10	Not Detected	17
Chromium (III)	10	Not Detected	460
Chromium (VI)	0.17	Not Detected	0.2
Cobalt	10	Not Detected	130
Copper	10	Not Detected	7 700
Lead	10	Not Detected	160
Manganese	10	Not Detected	15 000
Mercury	10	Not Detected	94
Nickel	10	Not Detected	930
Selenium	10	Not Detected	460
Strontium	10	Not Detected	56 000
Tin	5	Not Detected	180 000
Organic Tin	5	Not Detected	12
Zinc	10	125 mg/kg	46 000

HEAVY METAL

ASTM F963-08

Sample (Red + Blue + Yellow)			
Element	Method detection Limit(mg/kg)	Result	Requirement Maximum Limit (mg/kg)
Lead (Pb)	10	Not Detected	90
Cadmium (Cd)	10	Not Detected	75
Chromium (Cr)	10	Not Detected	60
Mercury (Hg)	10	Not Detected	60
Selenium (Se)	10	Not Detected	500
Arsenic (As)	10	Not Detected	25
Antimony (Sb)	10	Not Detected	60
Barium (Ba)	10	Not Detected	1000

HEAVY METAL

AS/NZS 8124.3:2012 (Modify from ISO 8124-3:2010)

Sample (Red + Blue + Yellow)			
Element	Method detection Limit(mg/kg)	Result	Requirement Maximum Limit (mg/kg)
Lead (Pb)	10	Not Detected	90
Cadmium (Cd)	10	Not Detected	75
Chromium (Cr)	10	Not Detected	60
Mercury (Hg)	10	Not Detected	60
Selenium (Se)	10	Not Detected	500
Arsenic (As)	10	Not Detected	25
Antimony (Sb)	10	Not Detected	60
Barium (Ba)	10	Not Detected	1000

Sample Photo



-End of Test Report-

General Terms and Conditions of Business of TÜV Rheinland (India) Pvt Ltd

1. **Scope**
 - 1.1 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.
 - 1.2 If there is any conflict between these terms and conditions and the client's General Terms and Conditions of Business, including the client's Terms and Conditions of Purchasing, if any, these terms and conditions shall apply. No contractual terms and conditions of the client shall form part of the contract unless specifically referred to or incorporated in the documents forming the contract with the client.
2. **Quotations**

Unless otherwise agreed, all quotations submitted by TÜV Rheinland (India) Pvt Ltd shall be subject to change without notice.
3. **Coming into effect and duration of contracts**
 - 3.1 The contract shall come into effect for the agreed term upon the quotation letter of TÜV Rheinland (India) Pvt Ltd 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 (India) Pvt Ltd. If the client instructs TÜV Rheinland (India) Pvt Ltd without receiving a prior quotation from TÜV Rheinland (India) Pvt Ltd (quotation), TÜV Rheinland (India) Pvt Ltd 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.
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 (India) Pvt Ltd 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 Furthermore, TÜV Rheinland (India) Pvt Ltd 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, no responsibility shall be assumed 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 (India) Pvt Ltd 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 and 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 confirmed as binding by TÜV Rheinland (India) Pvt Ltd 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 (India) Pvt Ltd. This also applies, even without express approval by the client, to all extensions of agreed dates for performance not caused by TÜV Rheinland (India) Pvt Ltd.
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 (India) Pvt Ltd.
 - 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 or lack of proper cooperation. Even where a fixed or maximum price is agreed, TÜV Rheinland (India) Pvt Ltd shall be entitled to charge extra 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 incurred. If no payment is agreed in writing, invoicing shall be in accordance with the TÜV Rheinland (India) Pvt Ltd, price list 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 converted into Indian Rupees at the prevailing exchange rates TÜV Rheinland (India) Pvt Ltd may demand payments on account or in instalments.
8. **Payment terms**
 - 8.1 All invoice amounts shall be due for payment on receipt of the invoice, subject only to statutory deductions as per applicable tax laws. No discounts shall be granted.
 - 8.2 Payments shall be made to the bank account of TÜV Rheinland (India) Pvt Ltd as indicated on the invoice, stating the invoice and customer numbers.
 - 8.3 In cases of default of payment, TÜV Rheinland (India) Pvt Ltd shall be entitled to claim default interest at a rate of 18% p.a. At the same time, TÜV Rheinland (India) Pvt Ltd deserves 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 (India) Pvt Ltd shall be entitled to cancel the contract, withdraw the certificate, claim damages for non-performance and refuse to continue performance of the contract. TÜV Rheinland (India) Pvt Ltd also reserves the right to publish the names of defaulting clients in public domain as may be fit and also meet any other requirements as prescribed by accreditation agencies/bodies.
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 - 8.8 TÜV Rheinland (India) Pvt Ltd 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 (India) Pvt Ltd 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 any special right of termination. If the rise in fees exceeds 5% per contractual year, the client shall be entitled to terminate the contractual relationship 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 expiry of the above period.
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 - 9.2 If the client fails to fulfil its acceptance obligation immediately, acceptance shall be deemed to have taken place 4 calendar weeks after performance of the work if TÜV Rheinland (India) Pvt Ltd has specifically made the client aware of the aforementioned deadline upon performance of the service.
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 - 10.2 The disclosing party shall mark all confidential information disclosed in written form as confidential before passing it on to 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.
 - 10.3 All confidential information which the disclosing party transmits or otherwise discloses to the receiving party in accordance with this agreement:
 - a) may only be used by the receiving party for the purposes of performing the purpose of the contract, unless expressly otherwise agreed in writing with 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 (India) Pvt Ltd ... is required to pass on confidential information, inspection reports or documentation to the authorities 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 objectively required.
 - 10.4 The receiving party shall 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 subject matter of this 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 agreement; 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 agreement.
- e) It is mandated by law or by an order of the Courts to disclose such information.

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, on request by the disclosing party, to (ii) 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 this contract. This does not extend to include reports and certificates prepared for the client solely for the purpose of fulfilling the obligations under this contract, which shall remain with the client. However, TÜV Rheinland (India) Pvt Ltd 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.

10.7 From the start of this contract and for a period of three years after termination or expiry of this 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 (India) Pvt Ltd shall retain all exclusive and joint copyrights in the expert reports, test results, calculations, presentations etc. prepared by TÜV Rheinland (India) Pvt Ltd.

11.2 The client may only use 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 (India) Pvt Ltd.

12. Liability of TÜV Rheinland (India) Pvt Ltd

12.1 Irrespective of the legal basis and in particular in the event of a breach of contractual obligations and tort, the liability of TÜV Rheinland (India) Pvt Ltd for all damage, loss and reimbursement of expenses caused by legal representatives and/or employees of TÜV Rheinland (India) Pvt Ltd shall be limited to: (i) in the case of contract with a fixed overall fee, an amount equal to the overall fee for the entire contract; (ii) in the case of contracts for annually recurring services, an amount equal to the agreed annual fee; (iii) in the case of contracts expressly charged on a time and material basis to a maximum of Rs10,00,000/- (Rupees Ten Lacs only). and (iv) in the case of framework agreements that provide for the possibility of placing individual orders, to an amount equal to three times the fee for the individual order under which the damage occurred. The maximum liability of TÜV Rheinland (India) Pvt Ltd is limited in any event of damage or loss to the contract value/Rs. 10,00,000/- (Rupees Ten Lacs) whichever is lower.

12.2 The maximum liability of TÜV Rheinland (India) Pvt Ltd is limited in any event of damage or loss to the contract value/Rs. 10,00,000/- (Rupees Ten Lacs) whichever is lower.

12.3 TÜV Rheinland (India) Pvt Ltd shall not be liable for personnel made available by the client to support TÜV Rheinland (India) Pvt Ltd in the performance of its services regulated under this contract. The client shall indemnify TÜV Rheinland (India) Pvt Ltd against any claims made by third parties for all loss that may be caused to or suffered by TÜV Rheinland (India) Pvt Ltd due to acts of omission and commission by the client.

12.4 The limitation periods for claims for damages shall be based on statutory provisions.

12.5 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

13.1 No ancillary agreements to this contract have been concluded.

13.2 All amendments and supplements must be in writing in order to be effective; this also applies to amendments and supplements to the requirement for the written form.

13.3 Should one or several of the provisions under this contract 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.

13.4 The place of jurisdiction for all disputes arising in connection with this contract shall be Bangalore. This contract is governed by Indian substantive law.

13.5 All claims, disputes, differences, etc., arising out of and / or connected with the contract between TÜV and the client shall be resolved through arbitration to be conducted under the provisions of the Arbitration and Conciliation Act, 1996. The seat of arbitration shall be Bangalore, India. The Arbitral Tribunal shall comprise of a Sole Arbitrator to be nominated by the mutual consent of TÜV and the client. The arbitration proceedings shall be conducted in the English language only.

13.6 Subject to resolution of disputes through arbitration, only the Courts in Bangalore, India, shall be exclusive jurisdiction over all matters arising out of and / or connected with the contract between TÜV and the Client.

Revised: July 2012

Test Report No: 0172411468

Date: 11th May, 2017

Page: 1 of 6

Applicant : TERRA LEARNING SOLUTIONS
Contact Person : MR. ASHISH AJMERA
Address : 6-391, MAHENDRA MANSION, JSS ROAD, MUMBAI-400002

Sample not drawn by TUV Rheinland (India) Pvt. Ltd.

Sample Description : Felt
Style No. : Not Provided
PO No : Not Provided
Colour Name : (001) Multi (Lab Identified)
Fiber Content : Not Provided
Article No : Not Provided
End Use : Toys (Felt)
Country of Destination : Worldwide
Sample Receiving Date : 06th May, 2017
Testing Period : 06th May, 2017 to 11th May, 2017
Sample Condition : Sample was received in good condition
Applicant's Provided Care Instruction/Label : -----

For and on behalf of
TÜV Rheinland (India) Pvt. Ltd.



Manokamna Mishra
Technical Executive (Soft lines)

Test result is drawn according to the kind and extent of tests performed.
Without permission of the test centre 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. This test report represents the test parameters as requested by the customer based on submitted samples only.

Conclusion:

Test Property	Pass	Fail	Remark
Heavy Metals (EN-71 Part 3)	X		
Heavy Metals (ASTM F963)	X		
Heavy Metals (AS/NZS 8124.3:2012)	X		

Remark: As Per Supplier's Request Testing Has Been Conducted For Their Self-Reference Only.
Test method and requirement are as provided by applicant.
Testing has been performed only on white, pink & yellow color as per applicant request.

Test Results:**HEAVY METAL**

EN 71-3: 2013+A1:2014

Sample (White + Pink + Yellow)			
Element	Method detection Limit(mg/kg)	Result(mg/kg)	Requirement Maximum Limit (mg/kg)
Aluminum	10	25 mg/kg	70 000
Antimony	10	Not Detected	560
Arsenic	10	Not Detected	47
Barium	10	Not Detected	18 750
Boron	10	Not Detected	15 000
Cadmium	10	Not Detected	17
Chromium (III)	10	Not Detected	460
Chromium (VI)	0.17	Not Detected	0.2
Cobalt	10	Not Detected	130
Copper	10	Not Detected	7 700
Lead	10	Not Detected	160
Manganese	10	Not Detected	15 000
Mercury	10	Not Detected	94
Nickel	10	Not Detected	930
Selenium	10	Not Detected	460
Strontium	10	Not Detected	56 000
Tin	5	Not Detected	180 000
Organic Tin	5	Not Detected	12
Zinc	10	Not Detected	46 000

HEAVY METAL

ASTM F963-08

Sample (White + Pink + Yellow)			
Element	Method detection Limit(mg/kg)	Result	Requirement Maximum Limit (mg/kg)
Lead (Pb)	10	Not Detected	90
Cadmium (Cd)	10	Not Detected	75
Chromium (Cr)	10	Not Detected	60
Mercury (Hg)	10	Not Detected	60
Selenium (Se)	10	Not Detected	500
Arsenic (As)	10	Not Detected	25
Antimony (Sb)	10	Not Detected	60
Barium (Ba)	10	Not Detected	1000

HEAVY METAL

AS/NZS 8124.3:2012 (Modify from ISO 8124-3:2010)

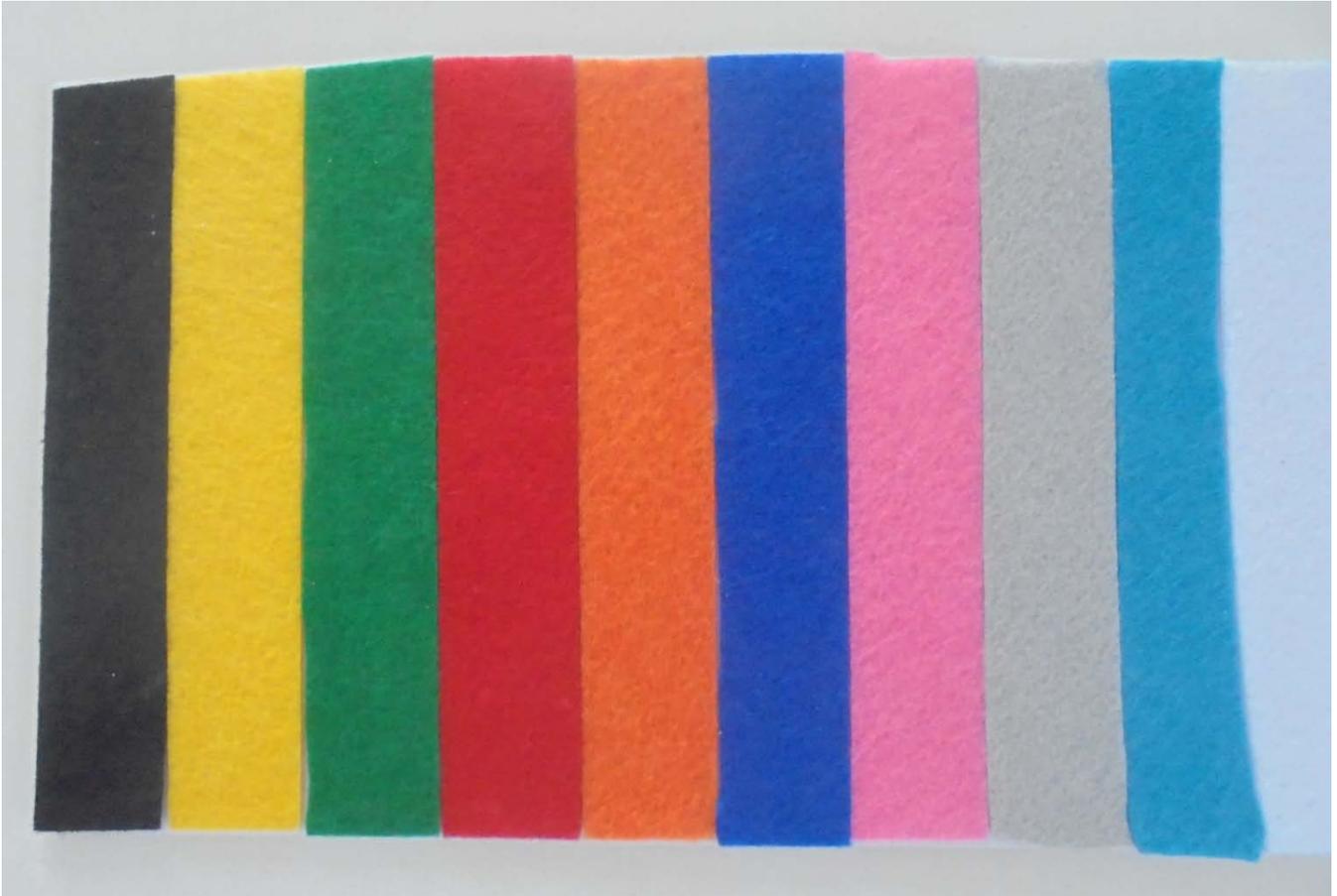
Sample (White + Pink + Yellow)			
Element	Method detection Limit(mg/kg)	Result	Requirement Maximum Limit (mg/kg)
Lead (Pb)	10	Not Detected	90
Cadmium (Cd)	10	Not Detected	75
Chromium (Cr)	10	Not Detected	60
Mercury (Hg)	10	Not Detected	60

Test Report No: 0172411468

Page: 4 of 6

Selenium (Se)	10	Not Detected	500
Arsenic (As)	10	Not Detected	25
Antimony (Sb)	10	Not Detected	60
Barium (Ba)	10	Not Detected	1000

Sample Photo



-End of Test Report-

General Terms and Conditions of Business of TÜV Rheinland (India) Pvt Ltd

1. **Scope**
 - 1.1 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.
 - 1.2 If there is any conflict between these terms and conditions and the client's General Terms and Conditions of Business, including the client's Terms and Conditions of Purchasing, if any, these terms and conditions shall apply. No contractual terms and conditions of the client shall form part of the contract unless specifically referred to or incorporated in the documents forming the contract with the client.
2. **Quotations**

Unless otherwise agreed, all quotations submitted by TÜV Rheinland (India) Pvt Ltd shall be subject to change without notice.
3. **Coming into effect and duration of contracts**
 - 3.1 The contract shall come into effect for the agreed term upon the quotation letter of TÜV Rheinland (India) Pvt Ltd 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 (India) Pvt Ltd. If the client instructs TÜV Rheinland (India) Pvt Ltd without receiving a prior quotation from TÜV Rheinland (India) Pvt Ltd (quotation), TÜV Rheinland (India) Pvt Ltd 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.
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 (India) Pvt Ltd 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 Furthermore, TÜV Rheinland (India) Pvt Ltd 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, no responsibility shall be assumed 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 (India) Pvt Ltd 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 and 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 confirmed as binding by TÜV Rheinland (India) Pvt Ltd 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 (India) Pvt Ltd. This also applies, even without express approval by the client, to all extensions of agreed dates for performance not caused by TÜV Rheinland (India) Pvt Ltd.
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 (India) Pvt Ltd.
 - 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 or lack of proper cooperation. Even where a fixed or maximum price is agreed, TÜV Rheinland (India) Pvt Ltd shall be entitled to charge extra 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 incurred. If no payment is agreed in writing, invoicing shall be in accordance with the TÜV Rheinland (India) Pvt Ltd, price list 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 converted into Indian Rupees at the prevailing exchange rates TÜV Rheinland (India) Pvt Ltd may demand payments on account or in instalments.
8. **Payment terms**
 - 8.1 All invoice amounts shall be due for payment on receipt of the invoice, subject only to statutory deductions as per applicable tax laws. No discounts shall be granted.
 - 8.2 Payments shall be made to the bank account of TÜV Rheinland (India) Pvt Ltd as indicated on the invoice, stating the invoice and customer numbers.
 - 8.3 In cases of default of payment, TÜV Rheinland (India) Pvt Ltd shall be entitled to claim default interest at a rate of 18% p.a. At the same time, TÜV Rheinland (India) Pvt Ltd deserves 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 (India) Pvt Ltd shall be entitled to cancel the contract, withdraw the certificate, claim damages for non-performance and refuse to continue performance of the contract. TÜV Rheinland (India) Pvt Ltd also reserves the right to publish the names of defaulting clients in public domain as may be fit and also meet any other requirements as prescribed by accreditation agencies/bodies.
 - 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 (India) Pvt Ltd shall be submitted in writing within two weeks of receipt of the invoice.
 - 8.7 TÜV Rheinland (India) Pvt Ltd shall be entitled to demand appropriate advance payments.
 - 8.8 TÜV Rheinland (India) Pvt Ltd 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 (India) Pvt Ltd 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 any special right of termination. If the rise in fees exceeds 5% per contractual year, the client shall be entitled to terminate the contractual relationship 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 expiry of the above period.
 - 8.9 Only legally established and undisputed claims may be offset against claims by TÜV Rheinland (India) Pvt Ltd.
9. **Acceptance**
 - 9.1 Any part of the work ordered which is complete in itself may be presented by TÜV Rheinland (India) Pvt Ltd. 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 performance of the work if TÜV Rheinland (India) Pvt Ltd has specifically made the client aware of the aforementioned deadline upon performance of the service.
10. **Confidentiality**
 - 10.1 For the purpose of this agreement, "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 on to 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.
 - 10.3 All confidential information which the disclosing party transmits or otherwise discloses to the receiving party in accordance with this agreement:
 - a) may only be used by the receiving party for the purposes of performing the purpose of the contract, unless expressly otherwise agreed in writing with 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 (India) Pvt Ltd ... is required to pass on confidential information, inspection reports or documentation to the authorities 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 objectively required.
 - 10.4 The receiving party shall 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 subject matter of this 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 agreement; 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 agreement.
- e) It is mandated by law or by an order of the Courts to disclose such information.

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, on request by the disclosing party, to (ii) 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 this contract. This does not extend to include reports and certificates prepared for the client solely for the purpose of fulfilling the obligations under this contract, which shall remain with the client. However, TÜV Rheinland (India) Pvt Ltd 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.

10.7 From the start of this contract and for a period of three years after termination or expiry of this 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 (India) Pvt Ltd shall retain all exclusive and joint copyrights in the expert reports, test results, calculations, presentations etc. prepared by TÜV Rheinland (India) Pvt Ltd.

11.2 The client may only use 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 (India) Pvt Ltd.

12. Liability of TÜV Rheinland (India) Pvt Ltd

12.1 Irrespective of the legal basis and in particular in the event of a breach of contractual obligations and tort, the liability of TÜV Rheinland (India) Pvt Ltd for all damage, loss and reimbursement of expenses caused by legal representatives and/or employees of TÜV Rheinland (India) Pvt Ltd shall be limited to: (i) in the case of contract with a fixed overall fee, an amount equal to the overall fee for the entire contract; (ii) in the case of contracts for annually recurring services, an amount equal to the agreed annual fee; (iii) in the case of contracts expressly charged on a time and material basis to a maximum of ₹10,00,000/- (Rupees Ten Lacs only). and (iv) in the case of framework agreements that provide for the possibility of placing individual orders, to an amount equal to three times the fee for the individual order under which the damage occurred. The maximum liability of TÜV Rheinland (India) Pvt Ltd is limited in any event of damage or loss to the contract value/₹. 10,00,000/- (Rupees Ten Lacs) whichever is lower.

12.2 The maximum liability of TÜV Rheinland (India) Pvt Ltd is limited in any event of damage or loss to the contract value/₹. 10,00,000/- (Rupees Ten Lacs) whichever is lower.

12.3 TÜV Rheinland (India) Pvt Ltd shall not be liable for personnel made available by the client to support TÜV Rheinland (India) Pvt Ltd in the performance of its services regulated under this contract. The client shall indemnify TÜV Rheinland (India) Pvt Ltd against any claims made by third parties for all loss that may be caused to or suffered by TÜV Rheinland (India) Pvt Ltd due to acts of omission and commission by the client.

12.4 The limitation periods for claims for damages shall be based on statutory provisions.

12.5 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

13.1 No ancillary agreements to this contract have been concluded.

13.2 All amendments and supplements must be in writing in order to be effective; this also applies to amendments and supplements to the requirement for the written form.

13.3 Should one or several of the provisions under this contract 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.

13.4 The place of jurisdiction for all disputes arising in connection with this contract shall be Bangalore. This contract is governed by Indian substantive law.

13.5 All claims, disputes, differences, etc., arising out of and / or connected with the contract between TÜV and the client shall be resolved through arbitration to be conducted under the provisions of the Arbitration and Conciliation Act, 1996. The seat of arbitration shall be Bangalore, India. The Arbitral Tribunal shall comprise of a Sole Arbitrator to be nominated by the mutual consent of TÜV and the client. The arbitration proceedings shall be conducted in the English language only.

13.6 Subject to resolution of disputes through arbitration, only the Courts in Bangalore, India, shall be exclusive jurisdiction over all matters arising out of and / or connected with the contract between TÜV and the Client.

Revised: July 2012

Test Report No: 0172411462

Date: 11th May, 2017

Page: 1 of 6

Applicant : TERRA LEARNING SOLUTIONS
Contact Person : MR. ASHISH AJMERA
Address : 6-391, MAHENDRA MANSION, JSS ROAD, MUMBAI-400002

Sample not drawn by TUV Rheinland (India) Pvt. Ltd.

Sample Description : Plastic Letter Beads
Style No. : Not Provided
PO No : Not Provided
Colour Name : (001) Multi (Lab Identified)
Fiber Content : Not Provided
Article No : Not Provided
End Use : Toys (Plastic Letter Beads)
Country of Destination : Worldwide
Sample Receiving Date : 06th May, 2017
Testing Period : 06th May, 2017 to 11th May, 2017
Sample Condition : Sample was received in good condition
Applicant's Provided Care Instruction/Label : -----

For and on behalf of
TÜV Rheinland (India) Pvt. Ltd.



Manokamna Mishra
Technical Executive (Soft lines)

Test result is drawn according to the kind and extent of tests performed.
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Test Report No: 0172411462

Page: 2 of 6

Conclusion:

Test Property	Pass	Fail	Remark
Heavy Metals (EN-71 Part 3)	X		
Heavy Metals (ASTM F963)	X		
Heavy Metals (AS/NZS 8124.3:2012)	X		

Remark: As Per Supplier's Request Testing Has Been Conducted For Their Self-Reference Only.
Test method and requirement are as provided by applicant.

Test Results:**HEAVY METAL**

EN 71-3: 2013+A1:2014

Sample (001)			
Element	Method detection Limit(mg/kg)	Result(mg/kg)	Requirement Maximum Limit (mg/kg)
Aluminum	10	Not Detected	70 000
Antimony	10	Not Detected	560
Arsenic	10	Not Detected	47
Barium	10	Not Detected	18 750
Boron	10	Not Detected	15 000
Cadmium	10	Not Detected	17
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Strontium	10	Not Detected	56 000
Tin	5	Not Detected	180 000
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Zinc	10	Not Detected	46 000

HEAVY METAL

ASTM F963-08

Sample (001)			
Element	Method detection Limit(mg/kg)	Result	Requirement Maximum Limit (mg/kg)
Lead (Pb)	10	Not Detected	90
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Mercury (Hg)	10	Not Detected	60
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Arsenic (As)	10	Not Detected	25
Antimony (Sb)	10	Not Detected	60
Barium (Ba)	10	Not Detected	1000

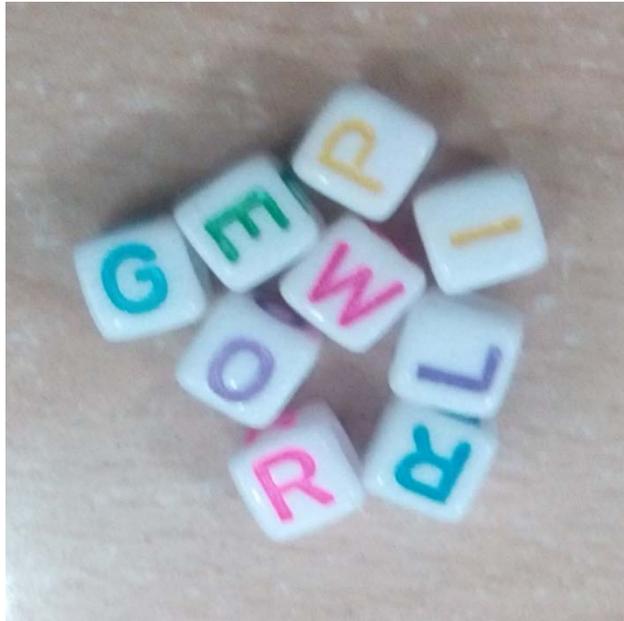
HEAVY METAL

AS/NZS 8124.3:2012 (Modify from ISO 8124-3:2010)

Sample (001)			
Element	Method detection Limit(mg/kg)	Result	Requirement Maximum Limit (mg/kg)
Lead (Pb)	10	Not Detected	90
Cadmium (Cd)	10	Not Detected	75
Chromium (Cr)	10	Not Detected	60
Mercury (Hg)	10	Not Detected	60

Selenium (Se)	10	Not Detected	500
Arsenic (As)	10	Not Detected	25
Antimony (Sb)	10	Not Detected	60
Barium (Ba)	10	Not Detected	1000

Sample Photo



-End of Test Report-

General Terms and Conditions of Business of TÜV Rheinland (India) Pvt Ltd

1. **Scope**
 - 1.1 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.
 - 1.2 If there is any conflict between these terms and conditions and the client's General Terms and Conditions of Business, including the client's Terms and Conditions of Purchasing, if any, these terms and conditions shall apply. No contractual terms and conditions of the client shall form part of the contract unless specifically referred to or incorporated in the documents forming the contract with the client.
 2. **Quotations**

Unless otherwise agreed, all quotations submitted by TÜV Rheinland (India) Pvt Ltd shall be subject to change without notice.
 3. **Coming into effect and duration of contracts**
 - 3.1 The contract shall come into effect for the agreed term upon the quotation letter of TÜV Rheinland (India) Pvt Ltd 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 (India) Pvt Ltd. If the client instructs TÜV Rheinland (India) Pvt Ltd without receiving a prior quotation from TÜV Rheinland (India) Pvt Ltd (quotation), TÜV Rheinland (India) Pvt Ltd 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.
 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 (India) Pvt Ltd 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 Furthermore, TÜV Rheinland (India) Pvt Ltd 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, no responsibility shall be assumed 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 (India) Pvt Ltd 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 and 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 confirmed as binding by TÜV Rheinland (India) Pvt Ltd 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 (India) Pvt Ltd. This also applies, even without express approval by the client, to all extensions of agreed dates for performance not caused by TÜV Rheinland (India) Pvt Ltd.
 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 (India) Pvt Ltd.
 - 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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 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 incurred. If no payment is agreed in writing, invoicing shall be in accordance with the TÜV Rheinland (India) Pvt Ltd, price list 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 converted into Indian Rupees at the prevailing exchange rates TÜV Rheinland (India) Pvt Ltd may demand payments on account or in instalments.
 8. **Payment terms**
 - 8.1 All invoice amounts shall be due for payment on receipt of the invoice, subject only to statutory deductions as per applicable tax laws. No discounts shall be granted.
 - 8.2 Payments shall be made to the bank account of TÜV Rheinland (India) Pvt Ltd as indicated on the invoice, stating the invoice and customer numbers.
 - 8.3 In cases of default of payment, TÜV Rheinland (India) Pvt Ltd shall be entitled to claim default interest at a rate of 18% p.a. At the same time, TÜV Rheinland (India) Pvt Ltd deserves the right to claim further damages.
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 - 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 (India) Pvt Ltd shall be submitted in writing within two weeks of receipt of the invoice.
 - 8.7 TÜV Rheinland (India) Pvt Ltd shall be entitled to demand appropriate advance payments.
 - 8.8 TÜV Rheinland (India) Pvt Ltd 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 (India) Pvt Ltd 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 any special right of termination. If the rise in fees exceeds 5% per contractual year, the client shall be entitled to terminate the contractual relationship 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 expiry of the above period.
 - 8.9 Only legally established and undisputed claims may be offset against claims by TÜV Rheinland (India) Pvt Ltd.
 9. **Acceptance**
 - 9.1 Any part of the work ordered which is complete in itself may be presented by TÜV Rheinland (India) Pvt Ltd. 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 performance of the work if TÜV Rheinland (India) Pvt Ltd has specifically made the client aware of the aforementioned deadline upon performance of the service.
 10. **Confidentiality**
 - 10.1 For the purpose of this agreement, "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 on to 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.
 - 10.3 All confidential information which the disclosing party transmits or otherwise discloses to the receiving party in accordance with this agreement:
 - a) may only be used by the receiving party for the purposes of performing the purpose of the contract, unless expressly otherwise agreed in writing with 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 (India) Pvt Ltd ... is required to pass on confidential information, inspection reports or documentation to the authorities 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 objectively required.
 - 10.4 The receiving party shall 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 subject matter of this 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 agreement; 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 agreement.
 - e) It is mandated by law or by an order of the Courts to disclose such information.
- 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, on request by the disclosing party, to (ii) 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 this contract. This does not extend to include reports and certificates prepared for the client solely for the purpose of fulfilling the obligations under this contract, which shall remain with the client. However, TÜV Rheinland (India) Pvt Ltd 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.
- 10.7 From the start of this contract and for a period of three years after termination or expiry of this 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 (India) Pvt Ltd shall retain all exclusive and joint copyrights in the expert reports, test results, calculations, presentations etc. prepared by TÜV Rheinland (India) Pvt Ltd.
- 11.2 The client may only use 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 (India) Pvt Ltd.

12. Liability of TÜV Rheinland (India) Pvt Ltd

- 12.1 Irrespective of the legal basis and in particular in the event of a breach of contractual obligations and tort, the liability of TÜV Rheinland (India) Pvt Ltd for all damage, loss and reimbursement of expenses caused by legal representatives and/or employees of TÜV Rheinland (India) Pvt Ltd shall be limited to: (i) in the case of contract with a fixed overall fee, an amount equal to the overall fee for the entire contract; (ii) in the case of contracts for annually recurring services, an amount equal to the agreed annual fee; (iii) in the case of contracts expressly charged on a time and material basis to a maximum of ₹10,00,000/- (Rupees Ten Lacs only). and (iv) in the case of framework agreements that provide for the possibility of placing individual orders, to an amount equal to three times the fee for the individual order under which the damage occurred. The maximum liability of TÜV Rheinland (India) Pvt Ltd is limited in any event of damage or loss to the contract value/₹. 10,00,000/- (Rupees Ten Lacs) whichever is lower.
- 12.2 The maximum liability of TÜV Rheinland (India) Pvt Ltd is limited in any event of damage or loss to the contract value/₹. 10,00,000/- (Rupees Ten Lacs) whichever is lower.
- 12.3 TÜV Rheinland (India) Pvt Ltd shall not be liable for personnel made available by the client to support TÜV Rheinland (India) Pvt Ltd in the performance of its services regulated under this contract. The client shall indemnify TÜV Rheinland (India) Pvt Ltd against any claims made by third parties for all loss that may be caused to or suffered by TÜV Rheinland (India) Pvt Ltd due to acts of omission and commission by the client.
- 12.4 The limitation periods for claims for damages shall be based on statutory provisions.
- 12.5 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

- 13.1 No ancillary agreements to this contract have been concluded.
- 13.2 All amendments and supplements must be in writing in order to be effective; this also applies to amendments and supplements to the requirement for the written form.
- 13.3 Should one or several of the provisions under this contract 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.
- 13.4 The place of jurisdiction for all disputes arising in connection with this contract shall be Bangalore. This contract is governed by Indian substantive law.
- 13.5 All claims, disputes, differences, etc., arising out of and / or connected with the contract between TÜV and the client shall be resolved through arbitration to be conducted under the provisions of the Arbitration and Conciliation Act, 1996. The seat of arbitration shall be Bangalore, India. The Arbitral Tribunal shall comprise of a Sole Arbitrator to be nominated by the mutual consent of TÜV and the client. The arbitration proceedings shall be conducted in the English language only.

- 13.6 Subject to resolution of disputes through arbitration, only the Courts in Bangalore, India, shall be exclusive jurisdiction over all matters arising out of and / or connected with the contract between TÜV and the Client.

Revised: July 2012

Test Report No: 0172411485

Date: 11th May, 2017

Page: 1 of 6

Applicant : TERRA LEARNING SOLUTIONS
Contact Person : MR. ASHISH AJMERA
Address : 6-391, MAHENDRA MANSION, JSS ROAD, MUMBAI-400002

Sample not drawn by TUV Rheinland (India) Pvt. Ltd.

Sample Description : Plastic Needle
Style No. : Not Provided
PO No : Not Provided
Colour Name : (001) Pink (Lab Identified)
Fiber Content : Not Provided
Article No : Not Provided
End Use : Toys (Plastic Needle)
Country of Destination : Worldwide
Sample Receiving Date : 06th May, 2017
Testing Period : 06th May, 2017 to 11th May, 2017
Sample Condition : Sample was received in good condition
Applicant's Provided Care Instruction/Label : -----

For and on behalf of
TÜV Rheinland (India) Pvt. Ltd.



Manokamna Mishra
Technical Executive (Soft lines)

Test result is drawn according to the kind and extent of tests performed.
Without permission of the test centre 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. This test report represents the test parameters as requested by the customer based on submitted samples only.

Conclusion:

Test Property	Pass	Fail	Remark
Heavy Metals (EN-71 Part 3)	X		
Heavy Metals (ASTM F963)	X		
Heavy Metals (AS/NZS 8124.3:2012)	X		

Remark: As Per Supplier's Request Testing Has Been Conducted For Their Self-Reference Only.
Test method and requirement are as provided by applicant.

Test Results:**HEAVY METAL**

EN 71-3: 2013+A1:2014

Sample (001)			
Element	Method detection Limit(mg/kg)	Result(mg/kg)	Requirement Maximum Limit (mg/kg)
Aluminum	10	Not Detected	70 000
Antimony	10	Not Detected	560
Arsenic	10	Not Detected	47
Barium	10	Not Detected	18 750
Boron	10	Not Detected	15 000
Cadmium	10	Not Detected	17
Chromium (III)	10	Not Detected	460
Chromium (VI)	0.17	Not Detected	0.2
Cobalt	10	Not Detected	130
Copper	10	Not Detected	7 700
Lead	10	Not Detected	160
Manganese	10	Not Detected	15 000
Mercury	10	Not Detected	94
Nickel	10	Not Detected	930
Selenium	10	Not Detected	460
Strontium	10	Not Detected	56 000
Tin	5	Not Detected	180 000
Organic Tin	5	Not Detected	12
Zinc	10	Not Detected	46 000

HEAVY METAL

ASTM F963-08

Sample (001)			
Element	Method detection Limit(mg/kg)	Result	Requirement Maximum Limit (mg/kg)
Lead (Pb)	10	Not Detected	90
Cadmium (Cd)	10	Not Detected	75
Chromium (Cr)	10	Not Detected	60
Mercury (Hg)	10	Not Detected	60
Selenium (Se)	10	Not Detected	500
Arsenic (As)	10	Not Detected	25
Antimony (Sb)	10	Not Detected	60
Barium (Ba)	10	Not Detected	1000

HEAVY METAL

AS/NZS 8124.3:2012 (Modify from ISO 8124-3:2010)

Sample (001)			
Element	Method detection Limit(mg/kg)	Result	Requirement Maximum Limit (mg/kg)
Lead (Pb)	10	Not Detected	90
Cadmium (Cd)	10	Not Detected	75
Chromium (Cr)	10	Not Detected	60
Mercury (Hg)	10	Not Detected	60
Selenium (Se)	10	Not Detected	500
Arsenic (As)	10	Not Detected	25
Antimony (Sb)	10	Not Detected	60
Barium (Ba)	10	Not Detected	1000

Sample Photo



-End of Test Report-

General Terms and Conditions of Business of TÜV Rheinland (India) Pvt Ltd

1. **Scope**
 - 1.1 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.
 - 1.2 If there is any conflict between these terms and conditions and the client's General Terms and Conditions of Business, including the client's Terms and Conditions of Purchasing, if any, these terms and conditions shall apply. No contractual terms and conditions of the client shall form part of the contract unless specifically referred to or incorporated in the documents forming the contract with the client.
 2. **Quotations**

Unless otherwise agreed, all quotations submitted by TÜV Rheinland (India) Pvt Ltd shall be subject to change without notice.
 3. **Coming into effect and duration of contracts**
 - 3.1 The contract shall come into effect for the agreed term upon the quotation letter of TÜV Rheinland (India) Pvt Ltd 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 (India) Pvt Ltd. If the client instructs TÜV Rheinland (India) Pvt Ltd without receiving a prior quotation from TÜV Rheinland (India) Pvt Ltd (quotation), TÜV Rheinland (India) Pvt Ltd 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.
 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 (India) Pvt Ltd 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 Furthermore, TÜV Rheinland (India) Pvt Ltd 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, no responsibility shall be assumed 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 (India) Pvt Ltd 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 and 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 confirmed as binding by TÜV Rheinland (India) Pvt Ltd 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 (India) Pvt Ltd. This also applies, even without express approval by the client, to all extensions of agreed dates for performance not caused by TÜV Rheinland (India) Pvt Ltd.
 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 (India) Pvt Ltd.
 - 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 or lack of proper cooperation. Even where a fixed or maximum price is agreed, TÜV Rheinland (India) Pvt Ltd shall be entitled to charge extra 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 incurred. If no payment is agreed in writing, invoicing shall be in accordance with the TÜV Rheinland (India) Pvt Ltd, price list 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 converted into Indian Rupees at the prevailing exchange rates TÜV Rheinland (India) Pvt Ltd may demand payments on account or in instalments.
 8. **Payment terms**
 - 8.1 All invoice amounts shall be due for payment on receipt of the invoice, subject only to statutory deductions as per applicable tax laws. No discounts shall be granted.
 - 8.2 Payments shall be made to the bank account of TÜV Rheinland (India) Pvt Ltd as indicated on the invoice, stating the invoice and customer numbers.
 - 8.3 In cases of default of payment, TÜV Rheinland (India) Pvt Ltd shall be entitled to claim default interest at a rate of 18% p.a. At the same time, TÜV Rheinland (India) Pvt Ltd deserves 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 (India) Pvt Ltd shall be entitled to cancel the contract, withdraw the certificate, claim damages for non-performance and refuse to continue performance of the contract. TÜV Rheinland (India) Pvt Ltd also reserves the right to publish the names of defaulting clients in public domain as may be fit and also meet any other requirements as prescribed by accreditation agencies/bodies.
 - 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 (India) Pvt Ltd shall be submitted in writing within two weeks of receipt of the invoice.
 - 8.7 TÜV Rheinland (India) Pvt Ltd shall be entitled to demand appropriate advance payments.
 - 8.8 TÜV Rheinland (India) Pvt Ltd 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 (India) Pvt Ltd 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 any special right of termination. If the rise in fees exceeds 5% per contractual year, the client shall be entitled to terminate the contractual relationship 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 expiry of the above period.
 - 8.9 Only legally established and undisputed claims may be offset against claims by TÜV Rheinland (India) Pvt Ltd.
 9. **Acceptance**
 - 9.1 Any part of the work ordered which is complete in itself may be presented by TÜV Rheinland (India) Pvt Ltd. 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 performance of the work if TÜV Rheinland (India) Pvt Ltd has specifically made the client aware of the aforementioned deadline upon performance of the service.
 10. **Confidentiality**
 - 10.1 For the purpose of this agreement, "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 on to 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.
 - 10.3 All confidential information which the disclosing party transmits or otherwise discloses to the receiving party in accordance with this agreement:
 - a) may only be used by the receiving party for the purposes of performing the purpose of the contract, unless expressly otherwise agreed in writing with 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 (India) Pvt Ltd ... is required to pass on confidential information, inspection reports or documentation to the authorities 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 objectively required.
 - 10.4 The receiving party shall 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 subject matter of this 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 agreement; 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 agreement.
 - e) It is mandated by law or by an order of the Courts to disclose such information.
- 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, on request by the disclosing party, to (ii) 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 this contract. This does not extend to include reports and certificates prepared for the client solely for the purpose of fulfilling the obligations under this contract, which shall remain with the client. However, TÜV Rheinland (India) Pvt Ltd 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.
- 10.7 From the start of this contract and for a period of three years after termination or expiry of this 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.

Revised: July 2012

Test Report No: 0172411459

Date: 11th May, 2017

Page: 1 of 6

Applicant : TERRA LEARNING SOLUTIONS
Contact Person : MR. ASHISH AJMERA
Address : 6-391, MAHENDRA MANSION, JSS ROAD, MUMBAI-400002

Sample not drawn by TUV Rheinland (India) Pvt. Ltd.

Sample Description : Quilling Tool
Style No. : Not Provided
PO No : Not Provided
Colour Name : (001) White / Brown Metal (Lab Identified)
Fiber Content : Not Provided
Article No : Not Provided
End Use : Toys (Quilling Tool)
Country of Destination : Worldwide
Sample Receiving Date : 06th May, 2017
Testing Period : 06th May, 2017 to 11th May, 2017
Sample Condition : Sample was received in good condition
Applicant's Provided Care Instruction/Label : -----

For and on behalf of
TÜV Rheinland (India) Pvt. Ltd.



Manokamna Mishra
Technical Executive (Soft lines)

Test result is drawn according to the kind and extent of tests performed.
Without permission of the test centre 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. This test report represents the test parameters as requested by the customer based on submitted samples only.

Test Report No: 0172411459

Page: 2 of 6

Conclusion:

Test Property	Pass	Fail	Remark
Heavy Metals (EN-71 Part 3)	X		
Heavy Metals (ASTM F963)	X		
Heavy Metals (AS/NZS 8124.3:2012)	X		

Remark: As Per Supplier's Request Testing Has Been Conducted For Their Self-Reference Only.
Test method and requirement are as provided by applicant.

Test Results:**HEAVY METAL**

EN 71-3: 2013+A1:2014

Sample (001)			
Element	Method detection Limit(mg/kg)	Result(mg/kg)	Requirement Maximum Limit (mg/kg)
Aluminum	10	Not Detected	70 000
Antimony	10	Not Detected	560
Arsenic	10	Not Detected	47
Barium	10	Not Detected	18 750
Boron	10	Not Detected	15 000
Cadmium	10	Not Detected	17
Chromium (III)	10	Not Detected	460
Chromium (VI)	0.17	Not Detected	0.2
Cobalt	10	Not Detected	130
Copper	10	104 mg/kg	7 700
Lead	10	60 mg/kg	160
Manganese	10	Not Detected	15 000
Mercury	10	Not Detected	94
Nickel	10	Not Detected	930
Selenium	10	Not Detected	460
Strontium	10	Not Detected	56 000
Tin	5	Not Detected	180 000
Organic Tin	5	Not Detected	12
Zinc	10	69 mg/kg	46 000

HEAVY METAL

ASTM F963-08

Sample (001)			
Element	Method detection Limit(mg/kg)	Result	Requirement Maximum Limit (mg/kg)
Lead (Pb)	10	Not Detected	90
Cadmium (Cd)	10	Not Detected	75
Chromium (Cr)	10	Not Detected	60
Mercury (Hg)	10	Not Detected	60
Selenium (Se)	10	Not Detected	500
Arsenic (As)	10	Not Detected	25
Antimony (Sb)	10	Not Detected	60
Barium (Ba)	10	Not Detected	1000

HEAVY METAL

AS/NZS 8124.3:2012 (Modify from ISO 8124-3:2010)

Sample (001)			
Element	Method detection Limit(mg/kg)	Result	Requirement Maximum Limit (mg/kg)
Lead (Pb)	10	Not Detected	90
Cadmium (Cd)	10	Not Detected	75
Chromium (Cr)	10	Not Detected	60
Mercury (Hg)	10	Not Detected	60
Selenium (Se)	10	Not Detected	500

Test Report No: 0172411459

Page: 4 of 6

Arsenic (As)	10	Not Detected	25
Antimony (Sb)	10	Not Detected	60
Barium (Ba)	10	Not Detected	1000

Sample Photo



-End of Test Report-

General Terms and Conditions of Business of TÜV Rheinland (India) Pvt Ltd

1. **Scope**
 - 1.1 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.
 - 1.2 If there is any conflict between these terms and conditions and the client's General Terms and Conditions of Business, including the client's Terms and Conditions of Purchasing, if any, these terms and conditions shall apply. No contractual terms and conditions of the client shall form part of the contract unless specifically referred to or incorporated in the documents forming the contract with the client.
2. **Quotations**

Unless otherwise agreed, all quotations submitted by TÜV Rheinland (India) Pvt Ltd shall be subject to change without notice.
3. **Coming into effect and duration of contracts**
 - 3.1 The contract shall come into effect for the agreed term upon the quotation letter of TÜV Rheinland (India) Pvt Ltd 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 (India) Pvt Ltd. If the client instructs TÜV Rheinland (India) Pvt Ltd without receiving a prior quotation from TÜV Rheinland (India) Pvt Ltd (quotation), TÜV Rheinland (India) Pvt Ltd 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.
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 (India) Pvt Ltd 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 Furthermore, TÜV Rheinland (India) Pvt Ltd 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, no responsibility shall be assumed 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 (India) Pvt Ltd 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 and 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 confirmed as binding by TÜV Rheinland (India) Pvt Ltd 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 (India) Pvt Ltd. This also applies, even without express approval by the client, to all extensions of agreed dates for performance not caused by TÜV Rheinland (India) Pvt Ltd.
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 (India) Pvt Ltd.
 - 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 or lack of proper cooperation. Even where a fixed or maximum price is agreed, TÜV Rheinland (India) Pvt Ltd shall be entitled to charge extra 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 incurred. If no payment is agreed in writing, invoicing shall be in accordance with the TÜV Rheinland (India) Pvt Ltd, price list 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 converted into Indian Rupees at the prevailing exchange rates TÜV Rheinland (India) Pvt Ltd may demand payments on account or in instalments.
8. **Payment terms**
 - 8.1 All invoice amounts shall be due for payment on receipt of the invoice, subject only to statutory deductions as per applicable tax laws. No discounts shall be granted.
 - 8.2 Payments shall be made to the bank account of TÜV Rheinland (India) Pvt Ltd as indicated on the invoice, stating the invoice and customer numbers.
 - 8.3 In cases of default of payment, TÜV Rheinland (India) Pvt Ltd shall be entitled to claim default interest at a rate of 18% p.a. At the same time, TÜV Rheinland (India) Pvt Ltd deserves 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 (India) Pvt Ltd shall be entitled to cancel the contract, withdraw the certificate, claim damages for non-performance and refuse to continue performance of the contract. TÜV Rheinland (India) Pvt Ltd also reserves the right to publish the names of defaulting clients in public domain as may be fit and also meet any other requirements as prescribed by accreditation agencies/bodies.
 - 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 (India) Pvt Ltd shall be submitted in writing within two weeks of receipt of the invoice.
 - 8.7 TÜV Rheinland (India) Pvt Ltd shall be entitled to demand appropriate advance payments.
 - 8.8 TÜV Rheinland (India) Pvt Ltd 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 (India) Pvt Ltd 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 any special right of termination. If the rise in fees exceeds 5% per contractual year, the client shall be entitled to terminate the contractual relationship 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 expiry of the above period.
 - 8.9 Only legally established and undisputed claims may be offset against claims by TÜV Rheinland (India) Pvt Ltd.
9. **Acceptance**
 - 9.1 Any part of the work ordered which is complete in itself may be presented by TÜV Rheinland (India) Pvt Ltd. 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 performance of the work if TÜV Rheinland (India) Pvt Ltd has specifically made the client aware of the aforementioned deadline upon performance of the service.
10. **Confidentiality**
 - 10.1 For the purpose of this agreement, "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 on to 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.
 - 10.3 All confidential information which the disclosing party transmits or otherwise discloses to the receiving party in accordance with this agreement:
 - a) may only be used by the receiving party for the purposes of performing the purpose of the contract, unless expressly otherwise agreed in writing with 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 (India) Pvt Ltd ... is required to pass on confidential information, inspection reports or documentation to the authorities 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 objectively required.
 - 10.4 The receiving party shall 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 subject matter of this 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 agreement; 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 agreement.
- e) It is mandated by law or by an order of the Courts to disclose such information.

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, on request by the disclosing party, to (ii) 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 this contract. This does not extend to include reports and certificates prepared for the client solely for the purpose of fulfilling the obligations under this contract, which shall remain with the client. However, TÜV Rheinland (India) Pvt Ltd 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.

10.7 From the start of this contract and for a period of three years after termination or expiry of this 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 (India) Pvt Ltd shall retain all exclusive and joint copyrights in the expert reports, test results, calculations, presentations etc. prepared by TÜV Rheinland (India) Pvt Ltd.

11.2 The client may only use 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 (India) Pvt Ltd.

12. Liability of TÜV Rheinland (India) Pvt Ltd

12.1 Irrespective of the legal basis and in particular in the event of a breach of contractual obligations and tort, the liability of TÜV Rheinland (India) Pvt Ltd for all damage, loss and reimbursement of expenses caused by legal representatives and/or employees of TÜV Rheinland (India) Pvt Ltd shall be limited to: (i) in the case of contract with a fixed overall fee, an amount equal to the overall fee for the entire contract; (ii) in the case of contracts for annually recurring services, an amount equal to the agreed annual fee; (iii) in the case of contracts expressly charged on a time and material basis to a maximum of ₹10,00,000/- (Rupees Ten Lacs only); and (iv) in the case of framework agreements that provide for the possibility of placing individual orders, to an amount equal to three times the fee for the individual order under which the damage occurred. The maximum liability of TÜV Rheinland (India) Pvt Ltd is limited in any event of damage or loss to the contract value/₹. 10,00,000/- (Rupees Ten Lacs) whichever is lower.

12.2 The maximum liability of TÜV Rheinland (India) Pvt Ltd is limited in any event of damage or loss to the contract value/₹. 10,00,000/- (Rupees Ten Lacs) whichever is lower.

12.3 TÜV Rheinland (India) Pvt Ltd shall not be liable for personnel made available by the client to support TÜV Rheinland (India) Pvt Ltd in the performance of its services regulated under this contract. The client shall indemnify TÜV Rheinland (India) Pvt Ltd against any claims made by third parties for all loss that may be caused to or suffered by TÜV Rheinland (India) Pvt Ltd due to acts of omission and commission by the client.

12.4 The limitation periods for claims for damages shall be based on statutory provisions.

12.5 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

13.1 No ancillary agreements to this contract have been concluded.

13.2 All amendments and supplements must be in writing in order to be effective; this also applies to amendments and supplements to the requirement for the written form.

13.3 Should one or several of the provisions under this contract 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.

13.4 The place of jurisdiction for all disputes arising in connection with this contract shall be Bangalore. This contract is governed by Indian substantive law.

13.5 All claims, disputes, differences, etc., arising out of and / or connected with the contract between TÜV and the client shall be resolved through arbitration to be conducted under the provisions of the Arbitration and Conciliation Act, 1996. The seat of arbitration shall be Bangalore, India. The Arbitral Tribunal shall comprise of a Sole Arbitrator to be nominated by the mutual consent of TÜV and the client. The arbitration proceedings shall be conducted in the English language only.

13.6 Subject to resolution of disputes through arbitration, only the Courts in Bangalore, India, shall be exclusive jurisdiction over all matters arising out of and / or connected with the contract between TÜV and the Client.

Revised: July 2012

Test Report No: 0172411472

Date: 11th May, 2017

Page: 1 of 6

Applicant : TERRA LEARNING SOLUTIONS
Contact Person : MR. ASHISH AJMERA
Address : 6-391, MAHENDRA MANSION, JSS ROAD, MUMBAI-400002

Sample not drawn by TUV Rheinland (India) Pvt. Ltd.

Sample Description : Velcro (Male+ Female)
Style No. : Not Provided
PO No : Not Provided
Colour Name : (001) White (Lab Identified)
Fiber Content : Not Provided
Article No : Not Provided
End Use : Toys (Velcro)
Country of Destination : Worldwide
Sample Receiving Date : 06th May, 2017
Testing Period : 06th May, 2017 to 11th May, 2017
Sample Condition : Sample was received in good condition
Applicant's Provided Care Instruction/Label : -----

For and on behalf of
TÜV Rheinland (India) Pvt. Ltd.



Manokamna Mishra
Technical Executive (Soft lines)

Test result is drawn according to the kind and extent of tests performed.
Without permission of the test centre 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. This test report represents the test parameters as requested by the customer based on submitted samples only.

Test Report No: 0172411472

Page: 2 of 6

Conclusion:

Test Property	Pass	Fail	Remark
Heavy Metals (EN-71 Part 3)	X		
Heavy Metals (ASTM F963)	X		
Heavy Metals (AS/NZS 8124.3:2012)	X		

Remark: As Per Supplier's Request Testing Has Been Conducted For Their Self-Reference Only.
Test method and requirement are as provided by applicant.

Test Results:**HEAVY METAL**

EN 71-3: 2013+A1:2014

Sample (001)			
Element	Method detection Limit(mg/kg)	Result(mg/kg)	Requirement Maximum Limit (mg/kg)
Aluminum	10	Not Detected	70 000
Antimony	10	Not Detected	560
Arsenic	10	Not Detected	47
Barium	10	Not Detected	18 750
Boron	10	Not Detected	15 000
Cadmium	10	Not Detected	17
Chromium (III)	10	Not Detected	460
Chromium (VI)	0.17	Not Detected	0.2
Cobalt	10	Not Detected	130
Copper	10	Not Detected	7 700
Lead	10	Not Detected	160
Manganese	10	Not Detected	15 000
Mercury	10	Not Detected	94
Nickel	10	Not Detected	930
Selenium	10	Not Detected	460
Strontium	10	Not Detected	56 000
Tin	5	Not Detected	180 000
Organic Tin	5	Not Detected	12
Zinc	10	Not Detected	46 000

HEAVY METAL

ASTM F963-08

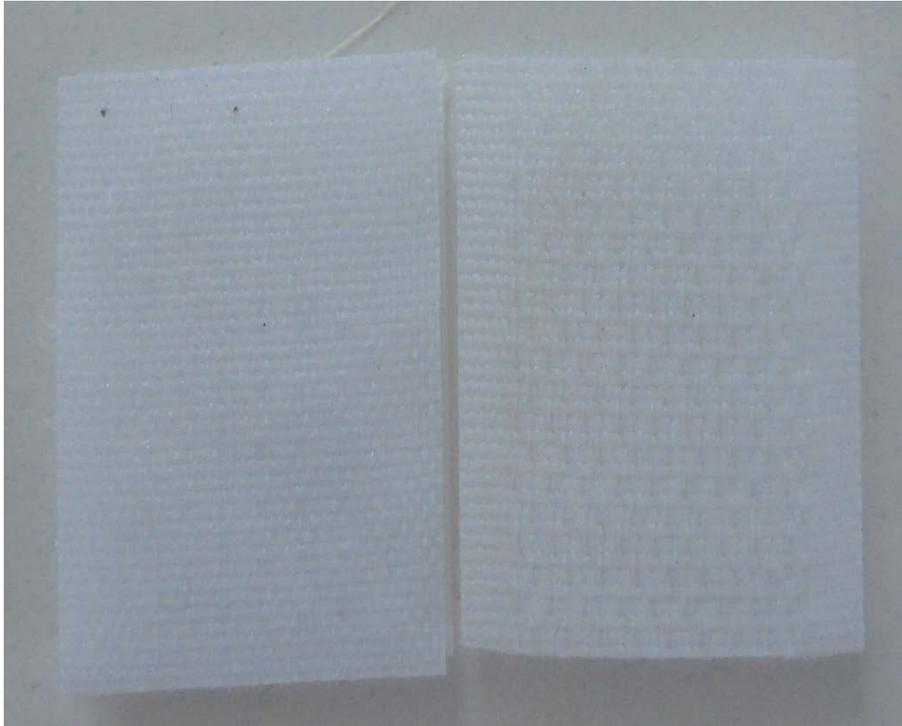
Sample (001)			
Element	Method detection Limit(mg/kg)	Result	Requirement Maximum Limit (mg/kg)
Lead (Pb)	10	Not Detected	90
Cadmium (Cd)	10	Not Detected	75
Chromium (Cr)	10	Not Detected	60
Mercury (Hg)	10	Not Detected	60
Selenium (Se)	10	Not Detected	500
Arsenic (As)	10	Not Detected	25
Antimony (Sb)	10	Not Detected	60
Barium (Ba)	10	Not Detected	1000

HEAVY METAL

AS/NZS 8124.3:2012 (Modify from ISO 8124-3:2010)

Sample (001)			
Element	Method detection Limit(mg/kg)	Result	Requirement Maximum Limit (mg/kg)
Lead (Pb)	10	Not Detected	90
Cadmium (Cd)	10	Not Detected	75
Chromium (Cr)	10	Not Detected	60
Mercury (Hg)	10	Not Detected	60
Selenium (Se)	10	Not Detected	500
Arsenic (As)	10	Not Detected	25
Antimony (Sb)	10	Not Detected	60
Barium (Ba)	10	Not Detected	1000

Sample Photo



-End of Test Report-

General Terms and Conditions of Business of TÜV Rheinland (India) Pvt Ltd

1. **Scope**
 - 1.1 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.
 - 1.2 If there is any conflict between these terms and conditions and the client's General Terms and Conditions of Business, including the client's Terms and Conditions of Purchasing, if any, these terms and conditions shall apply. No contractual terms and conditions of the client shall form part of the contract unless specifically referred to or incorporated in the documents forming the contract with the client.
2. **Quotations**

Unless otherwise agreed, all quotations submitted by TÜV Rheinland (India) Pvt Ltd shall be subject to change without notice.
3. **Coming into effect and duration of contracts**
 - 3.1 The contract shall come into effect for the agreed term upon the quotation letter of TÜV Rheinland (India) Pvt Ltd 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 (India) Pvt Ltd. If the client instructs TÜV Rheinland (India) Pvt Ltd without receiving a prior quotation from TÜV Rheinland (India) Pvt Ltd (quotation), TÜV Rheinland (India) Pvt Ltd 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.
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 (India) Pvt Ltd 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 Furthermore, TÜV Rheinland (India) Pvt Ltd 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, no responsibility shall be assumed 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 (India) Pvt Ltd 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 and 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 confirmed as binding by TÜV Rheinland (India) Pvt Ltd 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 (India) Pvt Ltd. This also applies, even without express approval by the client, to all extensions of agreed dates for performance not caused by TÜV Rheinland (India) Pvt Ltd.
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 (India) Pvt Ltd.
 - 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 or lack of proper cooperation. Even where a fixed or maximum price is agreed, TÜV Rheinland (India) Pvt Ltd shall be entitled to charge extra 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 incurred. If no payment is agreed in writing, invoicing shall be in accordance with the TÜV Rheinland (India) Pvt Ltd, price list 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 converted into Indian Rupees at the prevailing exchange rates TÜV Rheinland (India) Pvt Ltd may demand payments on account or in instalments.
8. **Payment terms**
 - 8.1 All invoice amounts shall be due for payment on receipt of the invoice, subject only to statutory deductions as per applicable tax laws. No discounts shall be granted.
 - 8.2 Payments shall be made to the bank account of TÜV Rheinland (India) Pvt Ltd as indicated on the invoice, stating the invoice and customer numbers.
 - 8.3 In cases of default of payment, TÜV Rheinland (India) Pvt Ltd shall be entitled to claim default interest at a rate of 18% p.a. At the same time, TÜV Rheinland (India) Pvt Ltd deserves 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 (India) Pvt Ltd shall be entitled to cancel the contract, withdraw the certificate, claim damages for non-performance and refuse to continue performance of the contract. TÜV Rheinland (India) Pvt Ltd also reserves the right to publish the names of defaulting clients in public domain as may be fit and also meet any other requirements as prescribed by accreditation agencies/bodies.
 - 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 (India) Pvt Ltd shall be submitted in writing within two weeks of receipt of the invoice.
 - 8.7 TÜV Rheinland (India) Pvt Ltd shall be entitled to demand appropriate advance payments.
 - 8.8 TÜV Rheinland (India) Pvt Ltd 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 (India) Pvt Ltd 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 any special right of termination. If the rise in fees exceeds 5% per contractual year, the client shall be entitled to terminate the contractual relationship 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 expiry of the above period.
 - 8.9 Only legally established and undisputed claims may be offset against claims by TÜV Rheinland (India) Pvt Ltd.
9. **Acceptance**
 - 9.1 Any part of the work ordered which is complete in itself may be presented by TÜV Rheinland (India) Pvt Ltd, 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 performance of the work if TÜV Rheinland (India) Pvt Ltd has specifically made the client aware of the aforementioned deadline upon performance of the service.
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 - 10.1 For the purpose of this agreement, "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.
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 - a) may only be used by the receiving party for the purposes of performing the purpose of the contract, unless expressly otherwise agreed in writing with 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 (India) Pvt Ltd ... is required to pass on confidential information, inspection reports or documentation to the authorities or third parties that are involved in the performance of the contract;
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 - 10.4 The receiving party shall 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 subject matter of this 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 agreement; 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 agreement.
- e) It is mandated by law or by an order of the Courts to disclose such information.

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10.7 From the start of this contract and for a period of three years after termination or expiry of this 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.

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11.1 TÜV Rheinland (India) Pvt Ltd shall retain all exclusive and joint copyrights in the expert reports, test results, calculations, presentations etc. prepared by TÜV Rheinland (India) Pvt Ltd.

11.2 The client may only use 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 (India) Pvt Ltd.

12. Liability of TÜV Rheinland (India) Pvt Ltd

12.1 Irrespective of the legal basis and in particular in the event of a breach of contractual obligations and tort, the liability of TÜV Rheinland (India) Pvt Ltd for all damage, loss and reimbursement of expenses caused by legal representatives and/or employees of TÜV Rheinland (India) Pvt Ltd shall be limited to: (i) in the case of contract with a fixed overall fee, an amount equal to the overall fee for the entire contract; (ii) in the case of contracts for annually recurring services, an amount equal to the agreed annual fee; (iii) in the case of contracts expressly charged on a time and material basis to a maximum of ₹10,00,000/- (Rupees Ten Lacs only). and (iv) in the case of framework agreements that provide for the possibility of placing individual orders, to an amount equal to three times the fee for the individual order under which the damage occurred. The maximum liability of TÜV Rheinland (India) Pvt Ltd is limited in any event of damage or loss to the contract value/₹. 10,00,000/- (Rupees Ten Lacs) whichever is lower.

12.2 The maximum liability of TÜV Rheinland (India) Pvt Ltd is limited in any event of damage or loss to the contract value/₹. 10,00,000/- (Rupees Ten Lacs) whichever is lower.

12.3 TÜV Rheinland (India) Pvt Ltd shall not be liable for personnel made available by the client to support TÜV Rheinland (India) Pvt Ltd in the performance of its services regulated under this contract. The client shall indemnify TÜV Rheinland (India) Pvt Ltd against any claims made by third parties for all loss that may be caused to or suffered by TÜV Rheinland (India) Pvt Ltd due to acts of omission and commission by the client.

12.4 The limitation periods for claims for damages shall be based on statutory provisions.

12.5 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

13.1 No ancillary agreements to this contract have been concluded.

13.2 All amendments and supplements must be in writing in order to be effective; this also applies to amendments and supplements to the requirement for the written form.

13.3 Should one or several of the provisions under this contract 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.

13.4 The place of jurisdiction for all disputes arising in connection with this contract shall be Bangalore. This contract is governed by Indian substantive law.

13.5 All claims, disputes, differences, etc., arising out of and / or connected with the contract between TÜV and the client shall be resolved through arbitration to be conducted under the provisions of the Arbitration and Conciliation Act, 1996. The seat of arbitration shall be Bangalore, India. The Arbitral Tribunal shall comprise of a Sole Arbitrator to be nominated by the mutual consent of TÜV and the client. The arbitration proceedings shall be conducted in the English language only.

13.6 Subject to resolution of disputes through arbitration, only the Courts in Bangalore, India, shall be exclusive jurisdiction over all matters arising out of and / or connected with the contract between TÜV and the Client.

Revised: July 2012

Test Report No: 0172411471

Date: 11th May, 2017

Page: 1 of 6

Applicant : TERRA LEARNING SOLUTIONS
Contact Person : MR. ASHISH AJMERA
Address : 6-391, MAHENDRA MANSION, JSS ROAD, MUMBAI-400002

Sample not drawn by TUV Rheinland (India) Pvt. Ltd.

Sample Description : Wooden Beads
Style No. : Not Provided
PO No : Not Provided
Colour Name : (001) Multi (Lab Identified)
Fiber Content : Not Provided
Article No : Not Provided
End Use : Toys (Wooden Beads)
Country of Destination : Worldwide
Sample Receiving Date : 06th May, 2017
Testing Period : 06th May, 2017 to 11th May, 2017
Sample Condition : Sample was received in good condition
Applicant's Provided Care Instruction/Label : -----

For and on behalf of
TÜV Rheinland (India) Pvt. Ltd.



Manokamna Mishra
Technical Executive (Soft lines)

Test result is drawn according to the kind and extent of tests performed.
Without permission of the test centre 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. This test report represents the test parameters as requested by the customer based on submitted samples only.

Conclusion:

Test Property	Pass	Fail	Remark
Heavy Metals (EN-71 Part 3)	X		
Heavy Metals (ASTM F963)	X		
Heavy Metals (AS/NZS 8124.3:2012)	X		

Remark: As Per Supplier's Request Testing Has Been Conducted For Their Self-Reference Only.
Test method and requirement are as provided by applicant.
Testing has been performed only on red, green & yellow color as per applicant request.

Test Results:**HEAVY METAL**

EN 71-3: 2013+A1:2014

Sample (Red + Green + Yellow)			
Element	Method detection Limit(mg/kg)	Result(mg/kg)	Requirement Maximum Limit (mg/kg)
Aluminum	10	Not Detected	70 000
Antimony	10	Not Detected	560
Arsenic	10	Not Detected	47
Barium	10	Not Detected	18 750
Boron	10	Not Detected	15 000
Cadmium	10	Not Detected	17
Chromium (III)	10	Not Detected	460
Chromium (VI)	0.17	Not Detected	0.2
Cobalt	10	Not Detected	130
Copper	10	24 mg/kg	7 700
Lead	10	Not Detected	160
Manganese	10	24 mg/kg	15 000
Mercury	10	Not Detected	94
Nickel	10	Not Detected	930
Selenium	10	Not Detected	460
Strontium	10	Not Detected	56 000
Tin	5	Not Detected	180 000
Organic Tin	5	Not Detected	12
Zinc	10	186 mg/kg	46 000

HEAVY METAL

ASTM F963-08

Sample (Red + Green + Yellow)			
Element	Method detection Limit(mg/kg)	Result	Requirement Maximum Limit (mg/kg)
Lead (Pb)	10	Not Detected	90
Cadmium (Cd)	10	Not Detected	75
Chromium (Cr)	10	Not Detected	60
Mercury (Hg)	10	Not Detected	60
Selenium (Se)	10	Not Detected	500
Arsenic (As)	10	Not Detected	25
Antimony (Sb)	10	Not Detected	60
Barium (Ba)	10	Not Detected	1000

HEAVY METAL

AS/NZS 8124.3:2012 (Modify from ISO 8124-3:2010)

Sample (Red + Green + Yellow)			
Element	Method detection Limit(mg/kg)	Result	Requirement Maximum Limit (mg/kg)
Lead (Pb)	10	Not Detected	90
Cadmium (Cd)	10	Not Detected	75
Chromium (Cr)	10	Not Detected	60
Mercury (Hg)	10	Not Detected	60
Selenium (Se)	10	Not Detected	500
Arsenic (As)	10	Not Detected	25
Antimony (Sb)	10	Not Detected	60
Barium (Ba)	10	Not Detected	1000

Sample Photo



-End of Test Report-

General Terms and Conditions of Business of TÜV Rheinland (India) Pvt Ltd

1. **Scope**
 - 1.1 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.
 - 1.2 If there is any conflict between these terms and conditions and the client's General Terms and Conditions of Business, including the client's Terms and Conditions of Purchasing, if any, these terms and conditions shall apply. No contractual terms and conditions of the client shall form part of the contract unless specifically referred to or incorporated in the documents forming the contract with the client.
2. **Quotations**

Unless otherwise agreed, all quotations submitted by TÜV Rheinland (India) Pvt Ltd shall be subject to change without notice.
3. **Coming into effect and duration of contracts**
 - 3.1 The contract shall come into effect for the agreed term upon the quotation letter of TÜV Rheinland (India) Pvt Ltd 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 (India) Pvt Ltd. If the client instructs TÜV Rheinland (India) Pvt Ltd without receiving a prior quotation from TÜV Rheinland (India) Pvt Ltd (quotation), TÜV Rheinland (India) Pvt Ltd 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.
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 (India) Pvt Ltd 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 Furthermore, TÜV Rheinland (India) Pvt Ltd 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, no responsibility shall be assumed 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 (India) Pvt Ltd 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 and 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 confirmed as binding by TÜV Rheinland (India) Pvt Ltd 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 (India) Pvt Ltd. This also applies, even without express approval by the client, to all extensions of agreed dates for performance not caused by TÜV Rheinland (India) Pvt Ltd.
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 (India) Pvt Ltd.
 - 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 or lack of proper cooperation. Even where a fixed or maximum price is agreed, TÜV Rheinland (India) Pvt Ltd shall be entitled to charge extra 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 incurred. If no payment is agreed in writing, invoicing shall be in accordance with the TÜV Rheinland (India) Pvt Ltd, price list 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 converted into Indian Rupees at the prevailing exchange rates TÜV Rheinland (India) Pvt Ltd may demand payments on account or in instalments.
8. **Payment terms**
 - 8.1 All invoice amounts shall be due for payment on receipt of the invoice, subject only to statutory deductions as per applicable tax laws. No discounts shall be granted.
 - 8.2 Payments shall be made to the bank account of TÜV Rheinland (India) Pvt Ltd as indicated on the invoice, stating the invoice and customer numbers.
 - 8.3 In cases of default of payment, TÜV Rheinland (India) Pvt Ltd shall be entitled to claim default interest at a rate of 18% p.a. At the same time, TÜV Rheinland (India) Pvt Ltd deserves 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 (India) Pvt Ltd shall be entitled to cancel the contract, withdraw the certificate, claim damages for non-performance and refuse to continue performance of the contract. TÜV Rheinland (India) Pvt Ltd also reserves the right to publish the names of defaulting clients in public domain as may be fit and also meet any other requirements as prescribed by accreditation agencies/bodies.
 - 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 (India) Pvt Ltd shall be submitted in writing within two weeks of receipt of the invoice.
 - 8.7 TÜV Rheinland (India) Pvt Ltd shall be entitled to demand appropriate advance payments.
 - 8.8 TÜV Rheinland (India) Pvt Ltd 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 (India) Pvt Ltd 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 any special right of termination. If the rise in fees exceeds 5% per contractual year, the client shall be entitled to terminate the contractual relationship 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 expiry of the above period.
 - 8.9 Only legally established and undisputed claims may be offset against claims by TÜV Rheinland (India) Pvt Ltd.
9. **Acceptance**
 - 9.1 Any part of the work ordered which is complete in itself may be presented by TÜV Rheinland (India) Pvt Ltd. 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 performance of the work if TÜV Rheinland (India) Pvt Ltd has specifically made the client aware of the aforementioned deadline upon performance of the service.
10. **Confidentiality**
 - 10.1 For the purpose of this agreement, "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 on to 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.
 - 10.3 All confidential information which the disclosing party transmits or otherwise discloses to the receiving party in accordance with this agreement:
 - a) may only be used by the receiving party for the purposes of performing the purpose of the contract, unless expressly otherwise agreed in writing with 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 (India) Pvt Ltd ... is required to pass on confidential information, inspection reports or documentation to the authorities 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 objectively required.
 - 10.4 The receiving party shall 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 subject matter of this 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 agreement; 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 agreement.
- e) It is mandated by law or by an order of the Courts to disclose such information.

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, on request by the disclosing party, to (ii) 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 this contract. This does not extend to include reports and certificates prepared for the client solely for the purpose of fulfilling the obligations under this contract, which shall remain with the client. However, TÜV Rheinland (India) Pvt Ltd 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.

10.7 From the start of this contract and for a period of three years after termination or expiry of this 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 (India) Pvt Ltd shall retain all exclusive and joint copyrights in the expert reports, test results, calculations, presentations etc. prepared by TÜV Rheinland (India) Pvt Ltd.

11.2 The client may only use 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 (India) Pvt Ltd.

12. Liability of TÜV Rheinland (India) Pvt Ltd

12.1 Irrespective of the legal basis and in particular in the event of a breach of contractual obligations and tort, the liability of TÜV Rheinland (India) Pvt Ltd for all damage, loss and reimbursement of expenses caused by legal representatives and/or employees of TÜV Rheinland (India) Pvt Ltd shall be limited to: (i) in the case of contract with a fixed overall fee, an amount equal to the overall fee for the entire contract; (ii) in the case of contracts for annually recurring services, an amount equal to the agreed annual fee; (iii) in the case of contracts expressly charged on a time and material basis to a maximum of Rs10,00,000/- (Rupees Ten Lacs only). and (iv) in the case of framework agreements that provide for the possibility of placing individual orders, to an amount equal to three times the fee for the individual order under which the damage occurred. The maximum liability of TÜV Rheinland (India) Pvt Ltd is limited in any event of damage or loss to the contract value/Rs. 10,00,000/- (Rupees Ten Lacs) whichever is lower.

12.2 The maximum liability of TÜV Rheinland (India) Pvt Ltd is limited in any event of damage or loss to the contract value/Rs. 10,00,000/- (Rupees Ten Lacs) whichever is lower.

12.3 TÜV Rheinland (India) Pvt Ltd shall not be liable for personnel made available by the client to support TÜV Rheinland (India) Pvt Ltd in the performance of its services regulated under this contract. The client shall indemnify TÜV Rheinland (India) Pvt Ltd against any claims made by third parties for all loss that may be caused to or suffered by TÜV Rheinland (India) Pvt Ltd due to acts of omission and commission by the client.

12.4 The limitation periods for claims for damages shall be based on statutory provisions.

12.5 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

13.1 No ancillary agreements to this contract have been concluded.

13.2 All amendments and supplements must be in writing in order to be effective; this also applies to amendments and supplements to the requirement for the written form.

13.3 Should one or several of the provisions under this contract 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.

13.4 The place of jurisdiction for all disputes arising in connection with this contract shall be Bangalore. This contract is governed by Indian substantive law.

13.5 All claims, disputes, differences, etc., arising out of and / or connected with the contract between TÜV and the client shall be resolved through arbitration to be conducted under the provisions of the Arbitration and Conciliation Act, 1996. The seat of arbitration shall be Bangalore, India. The Arbitral Tribunal shall comprise of a Sole Arbitrator to be nominated by the mutual consent of TÜV and the client. The arbitration proceedings shall be conducted in the English language only.

13.6 Subject to resolution of disputes through arbitration, only the Courts in Bangalore, India, shall be exclusive jurisdiction over all matters arising out of and / or connected with the contract between TÜV and the Client.

Revised: July 2012

Test Report No: 0172411467

Date: 11th May, 2017

Page: 1 of 6

Applicant : TERRA LEARNING SOLUTIONS
Contact Person : MR. ASHISH AJMERA
Address : 6-391, MAHENDRA MANSION, JSS ROAD, MUMBAI-400002

Sample not drawn by TUV Rheinland (India) Pvt. Ltd.

Sample Description : Printed Cardpaper
Style No. : Not Provided
PO No : Not Provided
Colour Name : (001) Multi (Lab Identified)
Fiber Content : Not Provided
Article No : Not Provided
End Use : Toys (Printed Cardpaper)
Country of Destination : Worldwide
Sample Receiving Date : 06th May, 2017
Testing Period : 06th May, 2017 to 11th May, 2017
Sample Condition : Sample was received in good condition
Applicant's Provided Care Instruction/Label : -----

For and on behalf of
TÜV Rheinland (India) Pvt. Ltd.



Manokamna Mishra
Technical Executive (Soft lines)

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Test Report No: 0172411467

Page: 2 of 6

Conclusion:

Test Property	Pass	Fail	Remark
Heavy Metals (EN-71 Part 3)	X		
Heavy Metals (ASTM F963)	X		
Heavy Metals (AS/NZS 8124.3:2012)	X		

Remark: As Per Supplier's Request Testing Has Been Conducted For Their Self-Reference Only.
Test method and requirement are as provided by applicant.

Test Results:**HEAVY METAL**

EN 71-3: 2013+A1:2014

Sample (001)			
Element	Method detection Limit(mg/kg)	Result(mg/kg)	Requirement Maximum Limit (mg/kg)
Aluminum	10	Not Detected	70 000
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HEAVY METAL

ASTM F963-08

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HEAVY METAL

AS/NZS 8124.3:2012 (Modify from ISO 8124-3:2010)

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Sample Photo



-End of Test Report-

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 - 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 objectively required.
 - 10.4 The receiving party shall 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 subject matter of this 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 agreement; 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 agreement.
- e) It is mandated by law or by an order of the Courts to disclose such information.

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, on request by the disclosing party, to (ii) 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 this contract. This does not extend to include reports and certificates prepared for the client solely for the purpose of fulfilling the obligations under this contract, which shall remain with the client. However, TÜV Rheinland (India) Pvt Ltd 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.

10.7 From the start of this contract and for a period of three years after termination or expiry of this 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 (India) Pvt Ltd shall retain all exclusive and joint copyrights in the expert reports, test results, calculations, presentations etc. prepared by TÜV Rheinland (India) Pvt Ltd.

11.2 The client may only use 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 (India) Pvt Ltd.

12. Liability of TÜV Rheinland (India) Pvt Ltd

12.1 Irrespective of the legal basis and in particular in the event of a breach of contractual obligations and tort, the liability of TÜV Rheinland (India) Pvt Ltd for all damage, loss and reimbursement of expenses caused by legal representatives and/or employees of TÜV Rheinland (India) Pvt Ltd shall be limited to: (i) in the case of contract with a fixed overall fee, an amount equal to the overall fee for the entire contract; (ii) in the case of contracts for annually recurring services, an amount equal to the agreed annual fee; (iii) in the case of contracts expressly charged on a time and material basis to a maximum of ₹10,00,000/- (Rupees Ten Lacs only). and (iv) in the case of framework agreements that provide for the possibility of placing individual orders, to an amount equal to three times the fee for the individual order under which the damage occurred. The maximum liability of TÜV Rheinland (India) Pvt Ltd is limited in any event of damage or loss to the contract value/₹. 10,00,000/- (Rupees Ten Lacs) whichever is lower.

12.2 The maximum liability of TÜV Rheinland (India) Pvt Ltd is limited in any event of damage or loss to the contract value/₹. 10,00,000/- (Rupees Ten Lacs) whichever is lower.

12.3 TÜV Rheinland (India) Pvt Ltd shall not be liable for personnel made available by the client to support TÜV Rheinland (India) Pvt Ltd in the performance of its services regulated under this contract. The client shall indemnify TÜV Rheinland (India) Pvt Ltd against any claims made by third parties for all loss that may be caused to or suffered by TÜV Rheinland (India) Pvt Ltd due to acts of omission and commission by the client.

12.4 The limitation periods for claims for damages shall be based on statutory provisions.

12.5 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

13.1 No ancillary agreements to this contract have been concluded.

13.2 All amendments and supplements must be in writing in order to be effective; this also applies to amendments and supplements to the requirement for the written form.

13.3 Should one or several of the provisions under this contract 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.

13.4 The place of jurisdiction for all disputes arising in connection with this contract shall be Bangalore. This contract is governed by Indian substantive law.

13.5 All claims, disputes, differences, etc., arising out of and / or connected with the contract between TÜV and the client shall be resolved through arbitration to be conducted under the provisions of the Arbitration and Conciliation Act, 1996. The seat of arbitration shall be Bangalore, India. The Arbitral Tribunal shall comprise of a Sole Arbitrator to be nominated by the mutual consent of TÜV and the client. The arbitration proceedings shall be conducted in the English language only.

13.6 Subject to resolution of disputes through arbitration, only the Courts in Bangalore, India, shall be exclusive jurisdiction over all matters arising out of and / or connected with the contract between TÜV and the Client.

Revised: July 2012

Test Report No: 0172411466

Date: 11th May, 2017

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Applicant : TERRA LEARNING SOLUTIONS
Contact Person : MR. ASHISH AJMERA
Address : 6-391, MAHENDRA MANSION, JSS ROAD, MUMBAI-400002

Sample not drawn by TUV Rheinland (India) Pvt. Ltd.

Sample Description : Golden Elastic String
Style No. : Not Provided
PO No : Not Provided
Colour Name : (001) Golden (Lab Identified)
Fiber Content : Not Provided
Article No : Not Provided
End Use : Toys (Golden Elastic String)
Country of Destination : Worldwide
Sample Receiving Date : 06th May, 2017
Testing Period : 06th May, 2017 to 11th May, 2017
Sample Condition : Sample was received in good condition
Applicant's Provided Care Instruction/Label : -----

For and on behalf of
TÜV Rheinland (India) Pvt. Ltd.



Manokamna Mishra
Technical Executive (Soft lines)

Test result is drawn according to the kind and extent of tests performed.
Without permission of the test centre 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. This test report represents the test parameters as requested by the customer based on submitted samples only.

Test Report No: 0172411466

Page: 2 of 6

Conclusion:

Test Property	Pass	Fail	Remark
Heavy Metals (EN-71 Part 3)	X		
Heavy Metals (ASTM F963)	X		
Heavy Metals (AS/NZS 8124.3:2012)	X		

Remark: As Per Supplier's Request Testing Has Been Conducted For Their Self-Reference Only.
Test method and requirement are as provided by applicant.

Test Results:**HEAVY METAL**

EN 71-3: 2013+A1:2014

Sample (001)			
Element	Method detection Limit(mg/kg)	Result(mg/kg)	Requirement Maximum Limit (mg/kg)
Aluminum	10	Not Detected	70 000
Antimony	10	Not Detected	560
Arsenic	10	Not Detected	47
Barium	10	Not Detected	18 750
Boron	10	Not Detected	15 000
Cadmium	10	Not Detected	17
Chromium (III)	10	Not Detected	460
Chromium (VI)	0.17	Not Detected	0.2
Cobalt	10	Not Detected	130
Copper	10	Not Detected	7 700
Lead	10	Not Detected	160
Manganese	10	Not Detected	15 000
Mercury	10	Not Detected	94
Nickel	10	Not Detected	930
Selenium	10	Not Detected	460
Strontium	10	Not Detected	56 000
Tin	5	Not Detected	180 000
Organic Tin	5	Not Detected	12
Zinc	10	197 mg/kg	46 000

HEAVY METAL

ASTM F963-08

Sample (001)			
Element	Method detection Limit(mg/kg)	Result	Requirement Maximum Limit (mg/kg)
Lead (Pb)	10	Not Detected	90
Cadmium (Cd)	10	Not Detected	75
Chromium (Cr)	10	Not Detected	60
Mercury (Hg)	10	Not Detected	60
Selenium (Se)	10	Not Detected	500
Arsenic (As)	10	Not Detected	25
Antimony (Sb)	10	Not Detected	60
Barium (Ba)	10	Not Detected	1000

HEAVY METAL

AS/NZS 8124.3:2012 (Modify from ISO 8124-3:2010)

Sample (001)			
Element	Method detection Limit(mg/kg)	Result	Requirement Maximum Limit (mg/kg)
Lead (Pb)	10	Not Detected	90
Cadmium (Cd)	10	Not Detected	75
Chromium (Cr)	10	Not Detected	60
Mercury (Hg)	10	Not Detected	60
Selenium (Se)	10	Not Detected	500

Test Report No: 0172411466

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Arsenic (As)	10	Not Detected	25
Antimony (Sb)	10	Not Detected	60
Barium (Ba)	10	Not Detected	1000

Sample Photo



-End of Test Report-

General Terms and Conditions of Business of TÜV Rheinland (India) Pvt Ltd

1. **Scope**
 - 1.1 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.
 - 1.2 If there is any conflict between these terms and conditions and the client's General Terms and Conditions of Business, including the client's Terms and Conditions of Purchasing, if any, these terms and conditions shall apply. No contractual terms and conditions of the client shall form part of the contract unless specifically referred to or incorporated in the documents forming the contract with the client.
2. **Quotations**

Unless otherwise agreed, all quotations submitted by TÜV Rheinland (India) Pvt Ltd shall be subject to change without notice.
3. **Coming into effect and duration of contracts**
 - 3.1 The contract shall come into effect for the agreed term upon the quotation letter of TÜV Rheinland (India) Pvt Ltd 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 (India) Pvt Ltd. If the client instructs TÜV Rheinland (India) Pvt Ltd without receiving a prior quotation from TÜV Rheinland (India) Pvt Ltd (quotation), TÜV Rheinland (India) Pvt Ltd 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.
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 (India) Pvt Ltd 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 Furthermore, TÜV Rheinland (India) Pvt Ltd 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, no responsibility shall be assumed 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 (India) Pvt Ltd 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 and 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 confirmed as binding by TÜV Rheinland (India) Pvt Ltd 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 (India) Pvt Ltd. This also applies, even without express approval by the client, to all extensions of agreed dates for performance not caused by TÜV Rheinland (India) Pvt Ltd.
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 (India) Pvt Ltd.
 - 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 or lack of proper cooperation. Even where a fixed or maximum price is agreed, TÜV Rheinland (India) Pvt Ltd shall be entitled to charge extra 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 incurred. If no payment is agreed in writing, invoicing shall be in accordance with the TÜV Rheinland (India) Pvt Ltd, price list 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 converted into Indian Rupees at the prevailing exchange rates TÜV Rheinland (India) Pvt Ltd may demand payments on account or in instalments.
8. **Payment terms**
 - 8.1 All invoice amounts shall be due for payment on receipt of the invoice, subject only to statutory deductions as per applicable tax laws. No discounts shall be granted.
 - 8.2 Payments shall be made to the bank account of TÜV Rheinland (India) Pvt Ltd as indicated on the invoice, stating the invoice and customer numbers.
 - 8.3 In cases of default of payment, TÜV Rheinland (India) Pvt Ltd shall be entitled to claim default interest at a rate of 18% p.a. At the same time, TÜV Rheinland (India) Pvt Ltd deserves 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 (India) Pvt Ltd shall be entitled to cancel the contract, withdraw the certificate, claim damages for non-performance and refuse to continue performance of the contract. TÜV Rheinland (India) Pvt Ltd also reserves the right to publish the names of defaulting clients in public domain as may be fit and also meet any other requirements as prescribed by accreditation agencies/bodies.
 - 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 (India) Pvt Ltd shall be submitted in writing within two weeks of receipt of the invoice.
 - 8.7 TÜV Rheinland (India) Pvt Ltd shall be entitled to demand appropriate advance payments.
 - 8.8 TÜV Rheinland (India) Pvt Ltd 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 (India) Pvt Ltd 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 any special right of termination. If the rise in fees exceeds 5% per contractual year, the client shall be entitled to terminate the contractual relationship 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 expiry of the above period.
 - 8.9 Only legally established and undisputed claims may be offset against claims by TÜV Rheinland (India) Pvt Ltd.
9. **Acceptance**
 - 9.1 Any part of the work ordered which is complete in itself may be presented by TÜV Rheinland (India) Pvt Ltd. 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 performance of the work if TÜV Rheinland (India) Pvt Ltd has specifically made the client aware of the aforementioned deadline upon performance of the service.
10. **Confidentiality**
 - 10.1 For the purpose of this agreement, "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 on to 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.
 - 10.3 All confidential information which the disclosing party transmits or otherwise discloses to the receiving party in accordance with this agreement:
 - a) may only be used by the receiving party for the purposes of performing the purpose of the contract, unless expressly otherwise agreed in writing with 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 (India) Pvt Ltd ... is required to pass on confidential information, inspection reports or documentation to the authorities 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 objectively required.
 - 10.4 The receiving party shall 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 subject matter of this 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 agreement; 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 agreement.
- e) It is mandated by law or by an order of the Courts to disclose such information.

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, on request by the disclosing party, to (ii) 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 this contract. This does not extend to include reports and certificates prepared for the client solely for the purpose of fulfilling the obligations under this contract, which shall remain with the client. However, TÜV Rheinland (India) Pvt Ltd 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.

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12.4 The limitation periods for claims for damages shall be based on statutory provisions.

12.5 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

13.1 No ancillary agreements to this contract have been concluded.

13.2 All amendments and supplements must be in writing in order to be effective; this also applies to amendments and supplements to the requirement for the written form.

13.3 Should one or several of the provisions under this contract 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.

13.4 The place of jurisdiction for all disputes arising in connection with this contract shall be Bangalore. This contract is governed by Indian substantive law.

13.5 All claims, disputes, differences, etc., arising out of and / or connected with the contract between TÜV and the client shall be resolved through arbitration to be conducted under the provisions of the Arbitration and Conciliation Act, 1996. The seat of arbitration shall be Bangalore, India. The Arbitral Tribunal shall comprise of a Sole Arbitrator to be nominated by the mutual consent of TÜV and the client. The arbitration proceedings shall be conducted in the English language only.

13.6 Subject to resolution of disputes through arbitration, only the Courts in Bangalore, India, shall be exclusive jurisdiction over all matters arising out of and / or connected with the contract between TÜV and the Client.

Revised: July 2012