TEST REPORT

Reference No. : SZ2025050891-1E Date : May. 29, 2025

Client : Paul Stricker SA | Paul Stricker CZ s.r.o | Reda a.s.

Address : N.I. Murtede, lt5 - 3060-372 Murtede – Portugal | Hviezdoslavova 55d, 627 00 Brno - Czech Republic

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

Name of Product : ball pens, notebook

Test Model : 93655, 91980, 91977, 91974, 93653, 91949, 93808

Model May Cover : /

Main Material: /

Produced to : Paul Stricker SA

Manufacturer: 0031641

Supplier: /

Buyer: /

Sample Received : May. 19, 2025

Test Period : May. 19, 2025 - May. 29, 2025

Test Specification and Conclusion:

Please refer to next page

Prepared By : Seth **Reviewed By :** Dora **Issued By :**

Seth Kong	Dora Cheng	Ada Wang
Testing Engineer	Reporter Supervisor	Lab Manager

SZ2025050891-1E

Test Request		Conclusion
1.	AZO contents according to EC Regulation 1907/2006,REACH Annex XVII (entry 43)	PASS
2.	Cadmium (Cd) content according to EC Regulation 1907/2006, REACH Annex XVII (entry 23)	PASS
3.	Lead (Pb) content according to EC Regulation 1907/2006,REACH Annex XVII (entry 63)	PASS
4.	Polycyclic Aromatic Hydrocarbons (PAHs) contents according to EC Regulation 1907/2006, (EU) No 1272/2013 Amending PAHs of REACH Annex XVII(entry 50)	PASS
5.	Formaldehyde content according to EC Regulation 1907/2006,REACH Annex XVII (entry 72)	PASS
6.	Phthalate content according to EC Regulation 1907/2006, REACH Annex XVII (entry 51&52)	PASS
7.	Formaldehyde Release content according to Safety of Toys, EN71-9:2005+ A1:2007-Organic Chemical Compounds	PASS

TEST RESULTS:

1.AZO Contents

Test Method: With reference to EN ISO 14362-1:2017, Analysis was performed by GC-MS.

Test Items		MDL (mg/kg)	Test Results(mg/kg)		Limited Value* (mg/kg)
CAS NO.	prohibitive aromatic amines		1#▲	2#▲	
92-67-1	4-Aminobiphenyl	5	N.D.	N.D.	30
92-87-5	Benzidine	5	N.D.	N.D.	30
95-69-2	4-Chloro-o-toluidine	5	N.D.	N.D.	30
91-59-8	2-Naphthylamine	5	N.D.	N.D.	30
97-56-3	O-Aminoazotoluene	5	N.D.	N.D.	30
99-55-8	5-nitro-o-toluidine	5	N.D.	N.D.	30
106-47-8	4-Chloroaniline	5	N.D.	N.D.	30
615-05-4	4-methoxy-m-phenylenediamine	5	N.D.	N.D.	30
101-77-9	4,4′-methylenedianiline	5	N.D.	N.D.	30
91-94-1	3,3′-Dichlorobenzidine	5	N.D.	N.D.	30
119-90-4	3,3′-Dimethoxybenzidine	5	N.D.	N.D.	30
119-93-7	3,3′-Dimethylbenzidine	5	N.D.	N.D.	30
838-88-0	4,4′-methylenedi-o-toluidine	5	N.D.	N.D.	30
120-71-8	P-Cresidine	5	N.D.	N.D.	30
101-14-4	4,4′-Methylene-bis-(2-Chloro-aniline)	5	N.D.	N.D.	30
101-80-4	4,4′-oxydianiline	5	N.D.	N.D.	30
139-65-1	4,4′-Thiodianiline	5	N.D.	N.D.	30
95-53-4	O-Toluidine	5	N.D.	N.D.	30
95-80-7	4-methyl-m-phenylenediamine	5	N.D.	N.D.	30
137-17-7	2,4,5-Trimethylaniline	5	N.D.	N.D.	30
60-09-03	4-Aminoazobenzene	5	N.D.	N.D.	30
90-04-0	O-Anisidine	5	N.D.	N.D.	30

Remark: * The Limited value is based on EC Regulation 1907/2006,REACH Annex XVII (entry 43).

2.Cadmium (Cd) Content

Test Method: With reference to EN 1122- 2001 Method B, Analysis was performed by ICP-AES.

Test Item(s)	MDL (mg/kg)	Test Results(mg/kg)					Limited Value** (mg/kg)
		2#▲	3#	11#▲	12#▲	17#	
Cadmium (Cd)	10	N.D.	N.D.	N.D.	N.D.	N.D.	100

Test Method: With reference to EN 1122- 2001 Method B, Analysis was performed by ICP-AES.

Test Item(s)	MDL (mg/kg)	Test Results(mg/kg)				Limited Value** (mg/kg)
		7#▲	8#▲	9#▲	10#	
Cadmium (Cd)	10	N.D.	N.D.	N.D.	N.D.	1000

Remark: **The Limited value is based on EC Regulation 1907/2006, REACH Annex XVII (entry 23).

3.Lead(Pb) Content

Test Method: With reference to EPA 3052-1996 & EPA 6010D-2018, Analysis was performed by ICP-AES.

Test Item	MDL (mg/kg)	Test Results(mg/kg)					Limited Value*** (mg/kg)
		1#▲	2#▲	3#	4#▲	5#▲	
Lead(Pb)	10	N.D.	N.D.	N.D.	N.D.	N.D.	500

Test Item	MDL (mg/kg)	Test Results(mg/kg)					Limited Value*** (mg/kg)
		6#▲	7#▲	8#▲	9#▲	10#	
Lead(Pb)	10	N.D.	N.D.	N.D.	N.D.	N.D.	500

Test Item	MDL (mg/kg)	Test Results(mg/kg)				Limited Value*** (mg/kg)
		11#▲	12#▲	16#	17#	
Lead(Pb)	10	N.D.	N.D.	N.D.	N.D.	500

Test Method: With reference to EPA 3050B-1996 & EPA 6010D-2018, Analysis was performed by ICP-AES.

Test Item	MDL (mg/kg)	Test Results(mg/kg)			Limited Value*** (mg/kg)
		13#	14#	15#	
Lead(Pb)	10	N.D.	N.D.	N.D.	500

Remark: ***The Limited value is based on EC Regulation 1907/2006,REACH Annex XVII (entry 63).

4.PAHs Contents

Test Method: With reference to AfPS GS 2019:01 PAK, Analysis was performed by GC-MS.

Test Items	CAS No.	MDL (mg/kg)	Test Results(mg/kg)			Limited Value****(mg/kg)	
			3#	7#▲	8#▲	Category I	Category II
Benzo[a]pyrene	50-32-8	0.1	N.D.	N.D.	N.D.	1	0.5
Benzo[e]pyrene	192-97-2	0.1	N.D.	N.D.	N.D.	1	0.5
Benzo[a]anthracene	56-55-3	0.1	N.D.	N.D.	N.D.	1	0.5
Chrysene	218-01-9	0.1	N.D.	N.D.	N.D.	1	0.5
Benzo[b]fluoranthene	205-99-2	0.1	N.D.	N.D.	N.D.	1	0.5
Benzo[j]fluoranthene	205-82-3	0.1	N.D.	N.D.	N.D.	1	0.5
Benzo[k]fluoranthene	207-08-9	0.1	N.D.	N.D.	N.D.	1	0.5
Dibenzo[a,h]anthracene	53-70-3	0.1	N.D.	N.D.	N.D.	1	0.5

Test Items	CAS No.	MDL (mg/kg)	Test Results(mg/kg)		Limited Value****(mg/kg)	
			9#▲	11#▲	Category I	Category II
Benzo[a]pyrene	50-32-8	0.1	N.D.	N.D.	1	0.5
Benzo[e]pyrene	192-97-2	0.1	N.D.	N.D.	1	0.5
Benzo[a]anthracene	56-55-3	0.1	N.D.	N.D.	1	0.5
Chrysene	218-01-9	0.1	N.D.	N.D.	1	0.5
Benzo[b]fluoranthene	205-99-2	0.1	N.D.	N.D.	1	0.5
Benzo[j]fluoranthene	205-82-3	0.1	N.D.	N.D.	1	0.5
Benzo[k]fluoranthene	207-08-9	0.1	N.D.	N.D.	1	0.5
Dibenzo[a,h]anthracene	53-70-3	0.1	N.D.	N.D.	1	0.5

Test Items	CAS No.	MDL (mg/kg)	Test Results(mg/kg)		Limited Value****(mg/kg)	
			12#▲	17#	Category I	Category II
Benzo[a]pyrene	50-32-8	0.1	N.D.	N.D.	1	0.5
Benzo[e]pyrene	192-97-2	0.1	N.D.	N.D.	1	0.5
Benzo[a]anthracene	56-55-3	0.1	N.D.	N.D.	1	0.5
Chrysene	218-01-9	0.1	N.D.	N.D.	1	0.5
Benzo[b]fluoranthene	205-99-2	0.1	N.D.	N.D.	1	0.5
Benzo[j]fluoranthene	205-82-3	0.1	N.D.	N.D.	1	0.5
Benzo[k]fluoranthene	207-08-9	0.1	N.D.	N.D.	1	0.5
Dibenzo[a,h]anthracene	53-70-3	0.1	N.D.	N.D.	1	0.5

Remark: ****The Limited value is based on (EU) No 1272/2013 Amending PAHS of REACH Annex XVII(entry 50).

LIMITS FOR PAH :

Parameter	Category I	Category II
PAHs	Such articles include amongst other: 1. Sport equipment such as bicycles, golf clubs, racquets 2. House-hold utensils, trolleys, walking frames 3. tools for domestic use 4. clothing, footwear, gloves and sportwear 5. watch-straps, wrist-bands, masks, head-bands	Toys, including activity toys, and childcare articles

5.Formaldehyde Content

Test Method: With reference to ISO 14184-1:2011, Analysis was performed by UV-Vis.

Test Item(s)	Unit	MDL	Test Results	Limited Value*****
			3#	
Formaldehyde	mg/kg	10	N.D.	75

Remark: *****The Limited value is based on EC Regulation 1907/2006,REACH Annex XVII (entry 72).

6.Phthalates Content

Test Method: With reference to EN 14372-2004, Analysis was performed by GC-MS.

(6-1) For plasticized materials (including toys and childcare articles)

Test Item(s)	Unit	MDL	Test Results				Limited Value*#
			2#▲	3#	7#▲	8#▲	
Dibutyl Phthalate(DBP)	%	0.005	N.D.	N.D.	N.D.	N.D.	---
Benzylbutyl Phthalate(BBP)		0.005	N.D.	N.D.	N.D.	N.D.	---
Di-(2-ethylhexyl)Phthalate(DEHP)		0.005	N.D.	N.D.	N.D.	N.D.	---
Di-isobutyl phthalate (DIBP)		0.005	N.D.	N.D.	N.D.	N.D.	---
Total (DBP+BBP+DEHP+DIBP)		---	< 0.020	< 0.020	< 0.020	< 0.020	< 0.1

Test Item(s)	Unit	MDL	Test Results				Limited Value*#
			9#▲	11#▲	12#▲	17#	
Dibutyl Phthalate(DBP)	%	0.005	N.D.	N.D.	N.D.	N.D.	---
Benzylbutyl Phthalate(BBP)		0.005	N.D.	N.D.	N.D.	N.D.	---
Di-(2-ethylhexyl)Phthalate(DEHP)		0.005	N.D.	N.D.	0.019	N.D.	---
Di-isobutyl phthalate (DIBP)		0.005	N.D.	N.D.	N.D.	N.D.	---
Total (DBP+BBP+DEHP+DIBP)		---	< 0.020	< 0.020	0.019	< 0.020	< 0.1

(6-2) For toys and childcare articles that can be mouthed

Test Item(s)	Unit	MDL	Test Results				Limited Value*#
			2#▲	3#	7#▲	8#▲	
Di-iso-nonylphthalate(DINP)	%	0.005	N.D.	N.D.	N.D.	N.D.	---
Di-n-octylphthalate(DNOP)		0.005	N.D.	N.D.	N.D.	N.D.	---
Di-iso-decylphthalate(DIDP)		0.005	N.D.	N.D.	N.D.	N.D.	---
Total (DINP+DNOP+DIDP)		---	< 0.015	< 0.015	< 0.015	< 0.015	< 0.1

Test Item(s)	Unit	MDL	Test Results				Limited Value*#
			9#▲	11#▲	12#▲	17#	
Di-iso-nonylphthalate(DINP)	%	0.005	N.D.	N.D.	N.D.	N.D.	---
Di-n-octylphthalate(DNOP)		0.005	N.D.	N.D.	N.D.	N.D.	---
Di-iso-decylphthalate(DIDP)		0.005	N.D.	N.D.	N.D.	N.D.	---
Total (DINP+DNOP+DIDP)		---	< 0.015	< 0.015	< 0.015	< 0.015	< 0.1

Remark: *#The Limited value is based on EC Regulation 1907/2006, REACH Annex XVII (entry 51&52).

7.Formaldehyde Release

Test Method: With reference to EN 717-3-1996, Analysis was performed by UV-Vis.

Test Item	Moisture content(%)	MDL (mg/kg)	Test Results(mg/kg)	Limited Value*## (mg/kg)
			4#▲	
Formaldehyde Release	8.46	10	N.D.	80

Remark: *##The Limited value is based on EN71-9:2005+A1:2007-Organic Chemical Compounds-Requirements

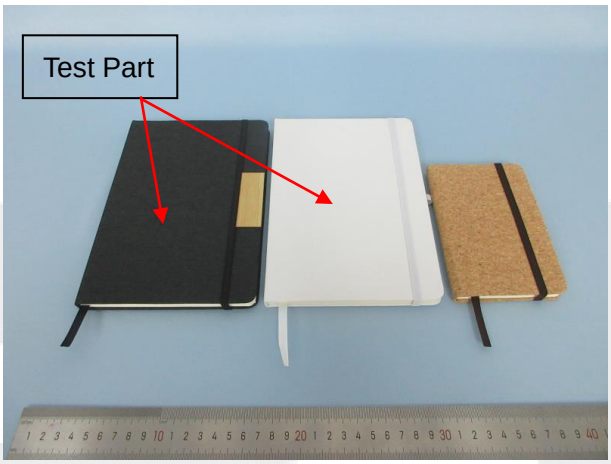
Note :
1) MDL = Method Detection Limit.
2) N.D. = Not detected, less than MDL.
3) "**---**" = Not Regulated.
4) % = Percentage by weight.
5) ▲As the client required, the sample was tested in mixture.

Test Part Description:

1# Black fabric 93655+ white fabric 93653
2# Black elastic band 93655 + White elastic band 93653+ brown elastic band 93808
3# Brown cork cover 93808
4# Bamboo board 93655+ bamboo pen barrel 93655
5# Black ribbon 93655+ White ribbon 93653 + brown ribbon 93808
6# Beige paper 93655/93653+ Beige paper with black stripes 93655/93653+ Beige paper 93808
7# Black coating 91974 + Blue coating 91974 + white coating 91974
8# Black coating 91977 + Blue coating 91977 + Black coating 91949/91980
9# Blue coating 91949/91980 + Grey coating 91980 + Red coating 91980
10# Black coating 91974

11# Black plastic 91974 + Black plastic 91949/91980
12# Blue plastic 91949/91980 + Grey plastic 91980 + Red plastic 91980
13# Grey metal pen clip 91977
14# Silver metal pen cap 91949/91980
15# Silver metal pen clip 91949/91980
16# Black lead core 91949
17# Black rubber cap 93655

SAMPLE PHOTOS



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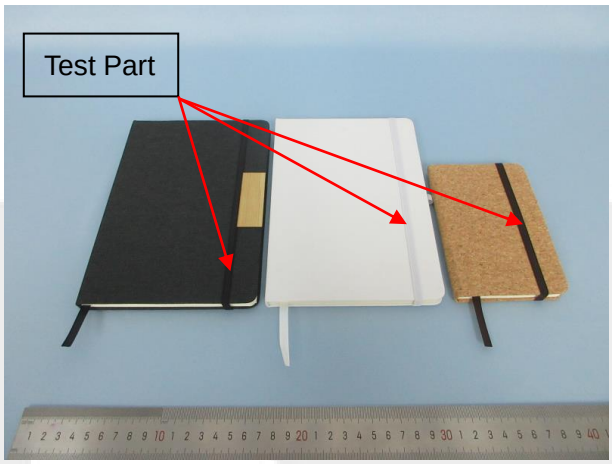

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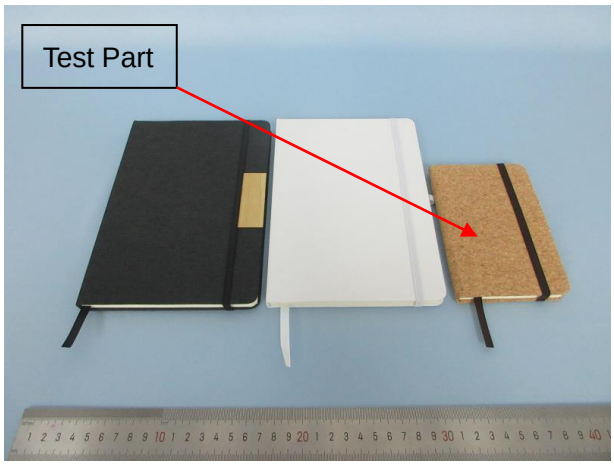

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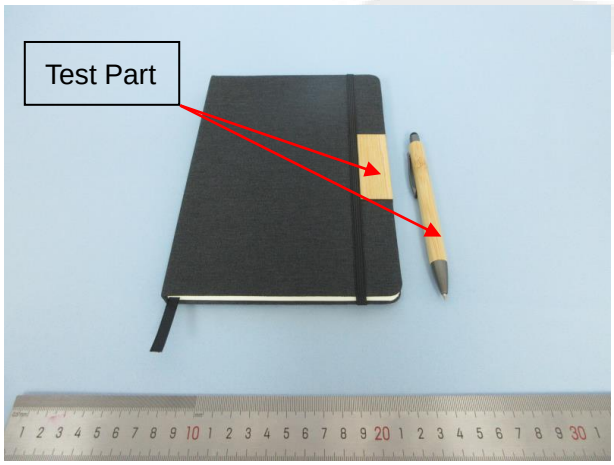

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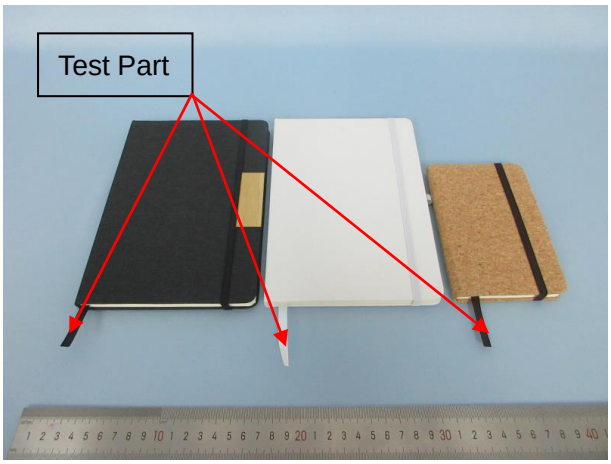

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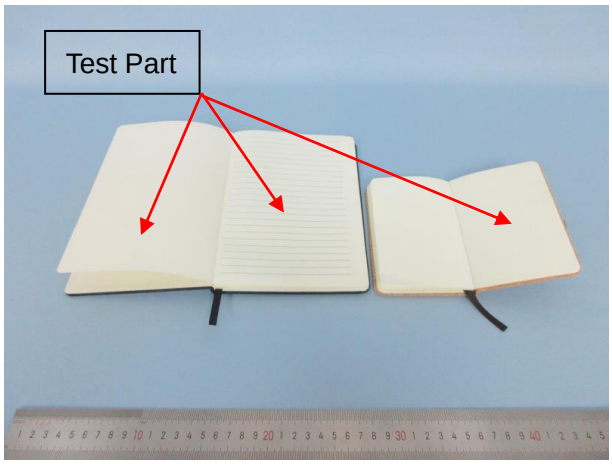

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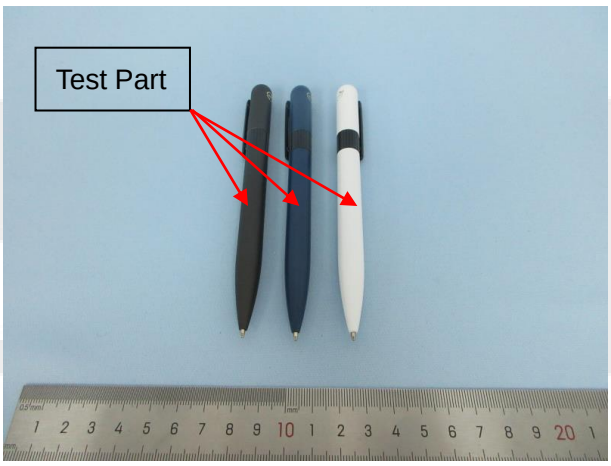

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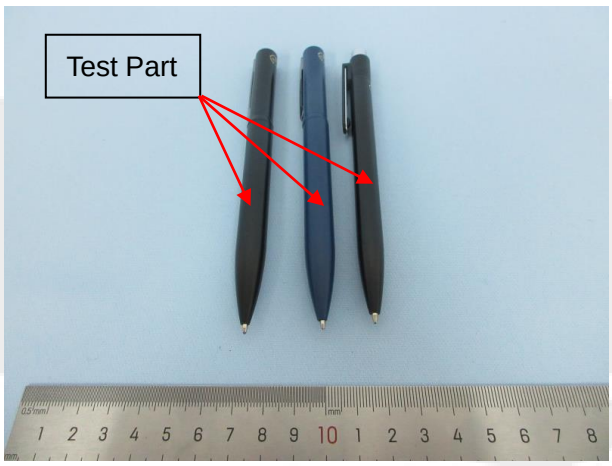

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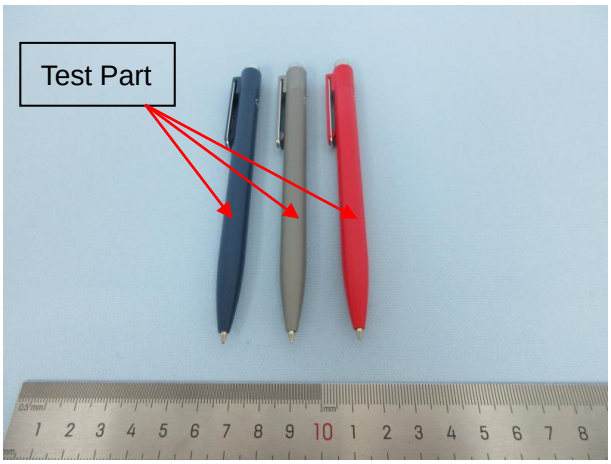

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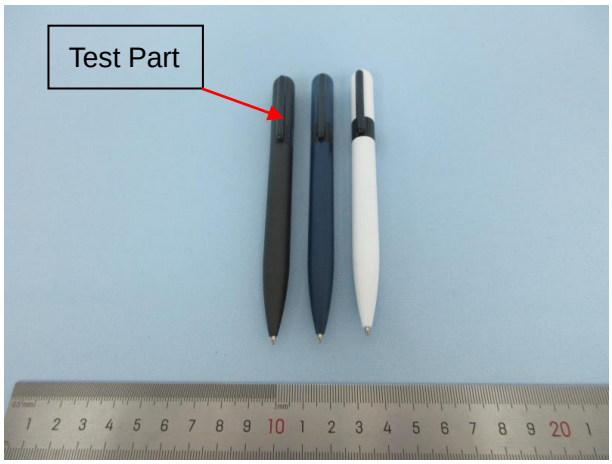

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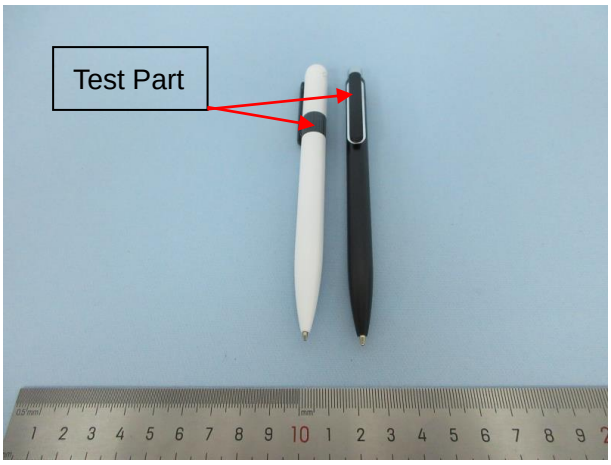

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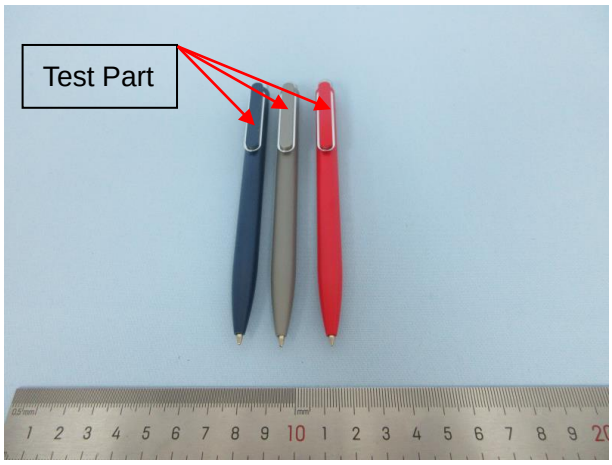

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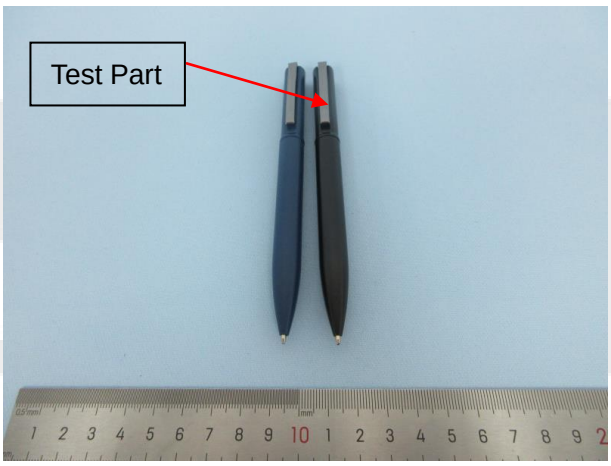

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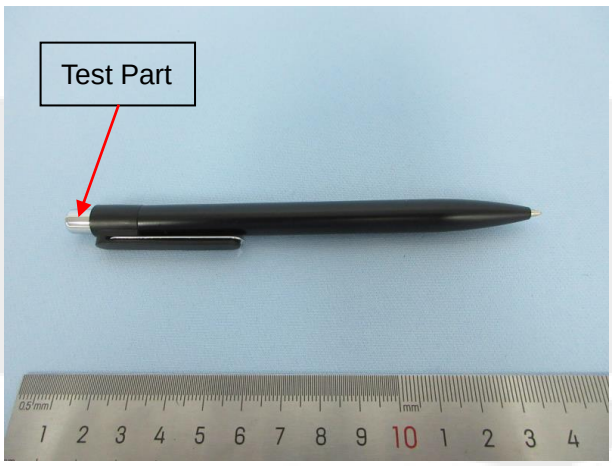

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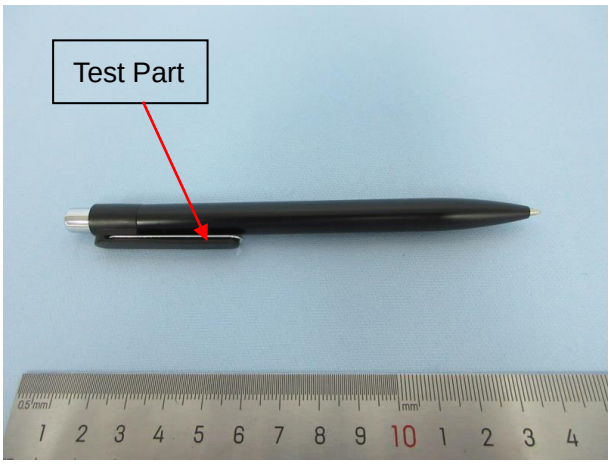

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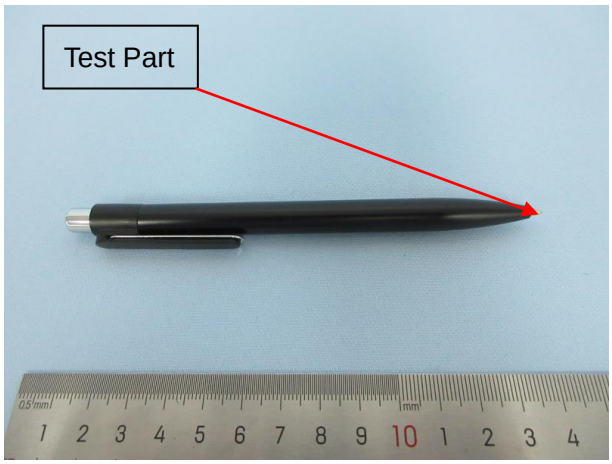

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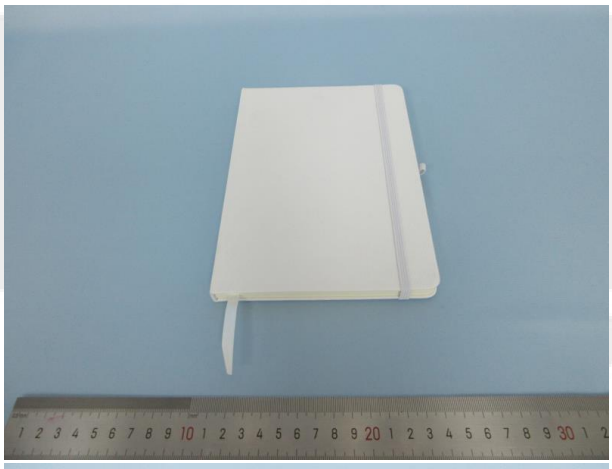
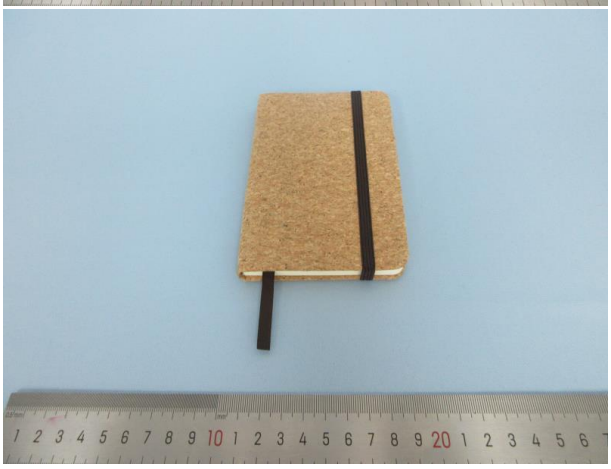
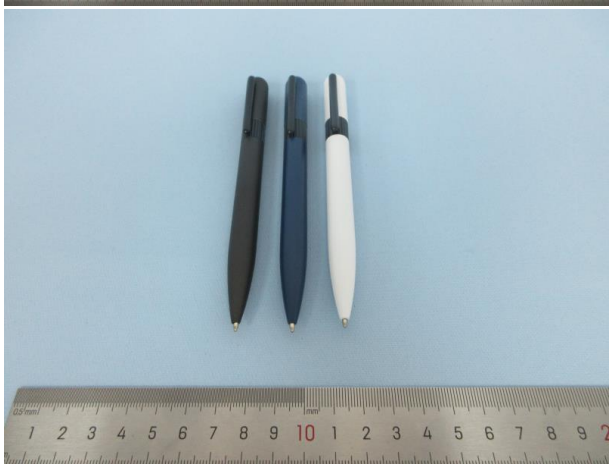
17#

PRODUCT PHOTOS







********** END OF REPORT ***********

GENERAL CONDITIONS OF SERVICES

STQ Testing Services Co.,Ltd. (hereinafter "STQ"), The testing or examining under the request of the customer should obey terms as follow, according to regulation of "Contract Law of the People's Republic of China" on processing and undertaking contract, our company have legal right of termination without any reason and have the right to accept or refuse testing or examining request:

1. STQ only acts for the person or body originating the instructions (the"Clients"). No other party is entitled to give instructions, particularly on the scope of testing or delivery of report or certificate, unless authorized by the Clients.
2. The delivery and return fee of the samples which need to do testing at STQ should be paied by the client. STQ will not bear the responsibility for the testing error that is caused by transporting， packaging and labelling.
3. Sample recycling: when the testing or examining is finished, the customer should recycle the sample. Within 30 days after issuing of testing report, if the customer could not recycle the sample or send notification of sample recycling in written (for example, if the sample belongs to consumables, toxic drugs, dangerous goods and other items that are not suitable for long-term storage, such as semi-finished products and fragile samples such as liquids and powders , the retention period will be shortened to 7 days). After the retention period,STQ has the right to dispose of the sample arbitrarily without paying compensation or compensation to the customer and take no responsibility for the consequences that damages the customer's trade secrets and intellectual property rights due to the loss of the sample.
4. The Clients shall always comply with the following before or during STQ providing its services:

a) provide sample(s) and relevant data, at the same time, guarantee the consistence of the sample(s)'name they declared with the sample(s) or the goods provided. Otherwise, STQ will not bear any relevant responsibilities;
b) giving timely instructions and adequate information to enable STQ to perform the services effectively;
c) supply, when requested by STQ, any equipment and personnel for the performance of the services;
d) take all necessary steps to eliminate or remedy any obstruction in the performance of the services;
e) inform STQ in advance of any hazards or dangers, actual or potential, associated with any order of samples or testing;
f) provide all necessary access for STQ's representative to enable the required services to be performed effectively;
g) ensure all essential steps are taken for safety of working conditions, sites and installations during the performance of services;
h) fully discharge all its liabilities under any contract like sales contract with a third party, whether or not a report or certificate has been issued by STQ, failing which STQ shall be under no obligation to the Clients.

5. Subject to STQ's accepting the Client's instructions, STQ will issue reports or certificates which reflect statements of opinion made with due care within the scope of instructions but STQ is not obliged to report upon any facts outside the instructions, if there were any dissidence about the report or certificate, the Client should provide the written declaration to STQ within 15 days after the date receiving the report or certificate, otherwise, STQ will not hear the case after the date limit.
6. STQ is irrevocably authorized by the Clients to deliver at its discretion the report or the certificate to any third party when instructed by the Clients or where it implicitly follows from circumstances, trade custom, usage or practice as determined by STQ.
7. A test report will be issued in confidence to the Clients and it will be strictly treated as such by STQ. It may not be reproduced either in its entirety or in part and it may not be used for advertising or other unauthorized purposes without the written consent of STQ. The Clients to whom the Report is issued may, however, show or send it, or a certified copy thereof prepared by STQ, to his customer, supplier or other persons directly concerned. STQ will not, without the consent of the Clients, enter into any discussion or correspondence with any third party concerning the contents of the report unless required by the relevant governmental authorities, laws or court orders.
8. Applicants wishing to use STQ's reports in court proceedings or arbitration shall inform STQ to that effect prior to submitting the sample for testing.
9. The report will refer only to the sample tested and will not apply to the bulk, unless the sampling has been carried out by STQ and is stated as such in the Report. Also, the report is only for reference.
10. Any documents containing engagements between the Clients and third parties like contracts of sale, letters of credit, bills of lading, etc. are regarded as information for STQ only and do not affect the scope of the services or the obligations accepted by STQ.
11. If the Clients do not specify the methods/standards to be applied, STQ will choose the appropriate ones and further information regarding the methods can be obtained by direct contact with STQ, for the in－house method, STQ will only provide the summary.
12. No liability shall be incurred by and no claim shall be made against STQ or its servants, agents, employees or independent contractors in respect of any loss or damage to any such materials, equipment and property occurring whilst at STQ or any work places in which the testing is carried out, or in the course of transit to or from STQ or the said work places, whether or not resulting from any acts, neglect or default on the part of any such servants, agents, employees or independent contractors of STQ.
13. STQ will not be liable, or accept responsibility for any loss or damage howsoever arising from the use of information contained in any of its reports or in any communication whatsoever about its said tests or investigations.
14. Except for term 11 and term 12, if the test sample is damaged due to the negligence of STQ, the total compensation for loss and damage to the sample or loss to the customer shall not exceed twice of the test service fee.
15. In the event of STQ prevented by any cause outside STQ's control from performing any service for which an order has been given or an agreement made, the Clients shall pay to STQ:

a) the amount of all abortive expenditure actually made or incurred;
b) a proportion of the agreed fee or commission equal to the proportion (if any) of the service actually carried out by STQ, and STQ shall be relieved of all responsibility whatsoever for the partial or total non－performance of the required service.

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16. STQ shall be discharged from all liabilities for all claims for loss, damage or expense unless suit is brought within one calendar year after the date of the performance by STQ of the service relating to the claim or in the event of any alleged non－performance within one year of the date when such service should have been completed.
17. The Clients acknowledge that STQ does not, either by entering into a contract or by performing service, assume or undertake to discharge any duty of the Clients to any other persons. STQ is neither an insurer nor a guarantor and disclaims all liability in such capacity.
18. The Clients shall hold harmless and indemnify STQ and its officers, employees, agents or independent contractors against all claims made by any third party for loss，damage or expense of whatsoever nature including reasonable legal expenses relating to the performance or non- performance of any services to the extent that the aggregate of any such claims relating to any one service exceed the limits mentioned in Clause 13.
19. Any unauthorized alteration, forgery or falsification of the content or appearance of the report/certificate is unlawful and offenders may be prosecuted to the fullest extent of the law; in the event of improper use of the report, STQ reserves the right to withdraw it, and to adopt any other measures which may be appropriate.
20. Samples are deposited with and accepted by STQ on the basis that either they are insured by the Clients or the Clients assumes entire responsibility for loss through fire, theft, burglary or for damages arising in the course of analysis or handling, without recourse whatsoever to STQ or its servants, agent, employees or independent contractors.
21. If the requirements of the Clients require the analysis of samples by the Clients' or any third party's laboratory, STQ will only convey the result of the analysis without responsibility for its accuracy. If STQ is only able to witness an analysis by the Clients' or any third Party's laboratory STQ will only confirm that the correct sample has been analyzed without responsibility for the accuracy of any analysis or results.
22. In the event of any unforeseen additional time or costs being incurred in the course of carrying out any of its services, STQ shall be entitled to charge the Clients additional fees to reflect the additional time and costs incurred.
23. All rights（including but not limited to copyright）in any reports, certificates or other materials produced by STQ in the course of providing its services shall remain vested in STQ.
24. Unless otherwise agreed in written, payment should be arranged within 10 days after the invoice date or the debit note date. If the payment is overdue, the overdue penalty shall be calculated at 1‰ per day of the unpaid part till the actual payment date. All expenses, costs and losses incurred by STQ as a result of collecting or claiming the fees owed shall be borne by the customer, including but not limited to attorney fees, litigation fees, preservation fees, preservation guarantee fees, travel expenses, etc.
25. Test results may be transmitted by electronic means at the Client's request. However, it should be noted that electronic transmission cannot guarantee the information contained will not be lost, delayed or intercepted by third party. STQ is not liable for any disclosure, error or omission in the content of such messages as a result of electronic transmission.
26. If necessary, STQ may subcontract part of or all tests to competent subcontractors. If no objection is raised at the time of the Clients submitting the application, STQ shall assume the Client's approval.
27. This report/certificate does not relieve sellers/suppliers from their contractual responsibility with regards to the quality/quantity of this delivery nor does it prejudice the Client's right to claim towards sellers/suppliers for compensation for any apparent and/or hidden defects not detected during STQ's random inspection or testing or audit.
28. The testing data and result(s) in this reportis(are) just for scientific research, education, internal quality control and product development etc.
29. STQ reserves the right to include Special Conditions in addition to the foregoing General Conditions if warranted by the particular circumstances of the required test or investigation [this clause is only effective when the other party has been informed].
30. The foregoing General Conditions shall in all respects be governed, construed, interpreted and operated in accordance with the relevant Chinese laws and regulations. Unless otherwise agreed, the arbitration shall take place in P．R．C
31. These General Condition have been drafted in Chinese and may be translated into other languages. In the event of any discrepancy, the Chinese version shall prevail.
32. In general sample will be stored for 30 days. But for liquid, powder, etc semi-product & fragile product, it will be stored for 15 days after the report is issued.