

Test Report No.: 168487358j 001 Page 1 of 6

**FLASHBAY ELECTRONICS** 

Client: Building 2, Jixun Industrial Park, Xinjiao, Dong'ao Village, Shatian Town, Huiyang

District, Huizhou City, Guangdong Province, P. R. China

Test item(s): Foodware

Identification / Model No(s): Tastie / TT

Sample obtaining method: Sending by customer

**Condition at delivery:** Test item complete and undamaged.

Sample Receiving date: 2024-06-02

**Testing Period:** 2024-06-04 to 2024-06-20

Place of testing: Chemical laboratory Shenzhen

Test specification: Test conclusion:

Chemical tests performed for the suitability for contact with foodstuffs complied with the following regulations:

**PASS** 

- U.S. FDA Code of Federal Regulations Title 21 (Food and Drugs)

Other Information:

For and on behalf of TÜV Rheinland (Shenzhen) Co., Ltd.

2024-07-08 Steven Yu / Assistant Project Engineer

Date Name / Position

Sample information is provided by customer. Test result is drawn according to the kind and extent of tests performed.

This test report relates to the above mentioned test sample. Without permission of the test center this test report is not permitted to be duplicated in extracts. This test report does not entitle to carry any safety mark on this or similar products.

"Decision Rule" document announced in our website (https://www.tuv.com/landingpage/en/qm-gcn/) describes the statement of conformity and its rule of enforcement for test results are applicable throughout this test report.



Test Report No.: 168487358j 001 Page 2 of 6

# 1. Sample List:

Sample No.	Material	Color	Location	
1	Whole product	Black	Black Foodware	
2	Stainless steel	Silvery	Body	
3	Plastic (PP)	Black	Lid	
4	Silicone rubber	Transparent	Sealing ring	

#### 2. Overall Results

Test No.	Tested Item	Conclusion
1	GRAS Evaluation for Stainless Steel Materials	Pass
2	Extractive Substances from Rubber Articles intended for Repeated Use	Pass
3	Extractive Substances for Olefin Polymers	Pass



Test Report No.: 168487358j 001 Page 3 of 6

#### 3. Results

#### 3.1 GRAS Evaluation for Stainless Steel Materials

Test method: Carbon and Sulphur: Refer to ISO 15350

Other elements: Acid digestion, analysed by ICP-OES

Limit: The material shall meet the specification of claimed stainless steel type. Stainless

Steel is considered as a Generally Recognized As Safe (GRAS) material under

FDA.

Test No.:	1			
Sample No.:	2			
Designated Stainless Steel Grade:	Stainless Steel 304			
Parameter	Unit	RL	Result	
Chromium (Cr)	%	0.1	19.1	
Nickel (Ni)	%	0.1	8.2	
Carbon (C)	%	0.01	0.06	
Silicon (Si)	%	0.1	0.2	
Manganese (Mn)	%	0.1	1.1	
Phosphorous (P)	%	0.005	0.024	
Sulphur (S)	%	0.01	< RL	

#### Abbreviations:

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

RL = Reporting Limit

% = Percentage

#### Remark:

- \*1 Client declared that sample no. 1 are stainless steel AISI type 304.
- \*2 The tested item meets the material specification of stainless steel AISI type 304 and is considered as Generally Recognized As Safe (GRAS).



Test Report No.: 168487358j 001 Page 4 of 6

### 3.2 Extractive Substances from Rubber Articles intended for Repeated Use

Test method: With reference to FDA 21 CFR 177.2600 (e) & (f), total extraction under reflux

temperature, extractable substances are determined gravimetrically.

Limit: FDA 21 CFR 177.2600 (e) & (f)

The following simulating solvents and test conditions were stipulated:

Food simulant Test duration / Temper	
Distilled water	7 h/ boiling under reflux then 2h / boiling under reflux

Test No.:	1			
Sample No.:	4			
Extracted substance in simulant	Unit	Result	Limit	
Distilled Water				
- after 7 h reflux	mg/in²	<1	20	
- then after 2h reflux	mg/in²	<1	1	
n-Hexane				
- after 7 h reflux	mg/in²	13.8	175	
- then after 2h reflux	mg/in²	1.5	4	

#### Abbreviations:

mg/in<sup>2</sup> = Milligram per square inch

< = Less than



Test Report No.: 168487358j 001 Page 5 of 6

## 3.3 Extractive Substances for Olefin Polymers

Test method: With reference to FDA 21 CFR 177.1520(d):

Limit: FDA 21 CFR 177.1520(c)

The following simulating solvents and test conditions were stipulated:

Food simulant	Test duration / Temperature	
n-Hexane	2 hour(s) / boiling under reflux	
Xylene	Totally dissolved at 120 $^{\circ}\!$	

Test No.:		1		
Sample No.:	3			
Parameter	Unit	Result	Limit	
n-Hexane	%	1.0	6.4	
Xylene	%	0.3	9.8	

#### Abbreviations:

% = Percentage

< = Less than

### Remark:

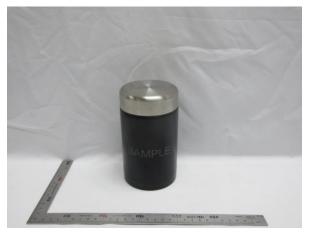
\*1 According to FDA 21 CFR 177.1520(c), articles in contact with food should not exceed the following limits:

Category* Unit		Unit	Description	Maximum extractable fraction in	
		· · · ·	2 door place	n-Hexane	Xylene
1	1. % Polypropylene		Polypropylene	6.4	9.8
2.	1.	%	Polyethylene for use in articles that contact food except for articles used for packing or holding food during cooking	5.5	11.3
2.	2.	%	Polyethylene for use in articles used for packing or holding food during cooking	2.6	11.3
3.1.a %		%	Olefin copolymers with two or more of the 1-alkenes having 2 to 8 carbon atoms for use in articles that contact food except for articles used for packing or holding food during cooking	5.5	30



Test Report No.: 168487358j 001 Page 6 of 6

# 4. Sample picture(s):



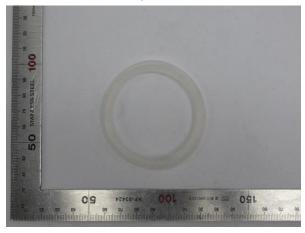
Sample No. 1



Sample No. 2



Sample No. 3



Sample No. 4



**Product** 



#### General Terms and Conditions of Business of TÜV Rheinland in Greater China

Scope
These General Terms and Conditions of Business of TÜV Rheinland in Greater China ("GTCB") is made between the client and one or more member entities of TÜV Rheinland in Greater China as applicable as the case may be ("TÜV Rheinland"). The Creater China hereof rifers to the regions within the stertiories of China. The client hereof includes:

(a) anstural person capable to form legally indraig contracts under the applicable laws who concludes the contract not for the purpose of a daily use;

(b) the incorporated or unincorporated entity daily organized, validly existing and capable to form

the incorporated or unincorporated entity duly organized, validly existing and capable to form legally binding contracts under the applicable law. The following terms and conditions apply to agreed services inclinding consultancy services, information, deliveries and similar services as well as ancillarly services and other secondary obligations provided within the scope of contract performance. Any standard terms and conditions of the client of any state shall not apply and shall hereby be expressly excluded. No standard contractual terms and conditions of on the client shall from part of in the context of an ongoing business reliationship with the client, this CTGS shall also apply to future contracts with the client without TUV Rheinland having to refer to them separately in each individual case.

Rheinland without notice prior to its acceptance and confirmation by the other party.

Coming into effect and duration of contracts.

The contract shall come into effect for the agreed terms upon the quotation letter of TÜV. Rheinland or a separate contractual document being signed by both contracting parties, or upon the works requested by the client being carried out by TÜV Rheinland. If the client instructs TÜV Rheinland (exitation, TÜV Rheinland (exitation, TÜV Rheinland (exitation), TÜV Rheinland

3.2

3.3

4. 4.1

Scope of services
The scope and type of the services to be provided by TÜV Rheinland shall be specified in the contractually agreed service scope of TÜV Rheinland by both parties. If no such separate service scope of TÜV Rheinland exists, then the written confirmation of order by TÜV Rheinland exists, then the written confirmation of order by TÜV Rheinland shall be decisive for the service to be provided. Unless otherwise agreed, services beyond the scope of the service description (e.g. checking the correctness and functionality of parts, provided scope or the service description, as well as the intended use and application of such) are not owed. In particular, no responsibility is assumed for the or plant, unless this expressly stated in the order.

The agreed services shall be performed in compliance with the regulations in force at the time the contract is entered into.

The agreed services orace to provide a provided and in the method and nature of the assessment unless otherwise agreed in writing or if mandatory provisions require a specific assessment unless otherwise agreed in writing or if mandatory provisions require a specific 4.3

The agreed services shall be performed in compliance with the regulations in force at the time the control of services in 10 to determine, in its sold discretion, the method and nature of the assessment unless otherwise agreed in writing or if mandatory provisions require a specific procedure to be followed.

On execution of the work there shall be no simultaneous assumption of any guarantee or the procedure to be followed.

On execution of the work there shall be no simultaneous assumption of any guarantee or the interest of the control of the work of the control of the systems on which the installation, use and application in accordance with regulations, nor of the systems on which the installation, use and application in accordance with regulations, nor of the systems on which the installation is based in particular. TUV Phenishand shall not be provided by the provider of the systems on which the installation is based in the case of inspection work. TUV Phenishand shall not be responsible for the accuracy or checking of the safety programmes or safety regulations on which the inspections are based, unless derivative special work of the safety programmes or safety regulations on which the inspections are based, unless derivative special work of the safety programmes or safety regulations on which the inspections are based, unless of the safety programmes or safety regulations on which the inspections are based, unless of the safety programmes or safety regulations on which the inspections are based, unless of the safety programmes or safety regulations on which the inspections are based, unless of the safety programmes or safety regulations on which the inspections are based, unless of the safety programmes or safety regulations on which the inspections are based, unless of the safety programmes or safety regulations or which the inspection are safety safety and the safety of the safety and the safety and the safety and the

**5.** 5.1

5.3 5.4

5.5

shall be borne by the clent.

Performance periodicidates

The contractually agreed periodicidates of performance are based on estimates of the work modered which are prepared in line with the details provided by the cleim. They shall only be the contractually agreed periodicidates of performance have been agreed, these periodicidates of the cleim. They shall only be the being the cleim of the periodicidate of performance have been agreed, these periodicidates of performance of the design in performance, in periodicidate on the periodicidates of performance of the design in performance, in periodicidate on the internation in particular, has not provided from the periodicidate of the performance of the periodicidates of performance of the periodicidates of the periodicidates of the performance of the periodicidates of th 5.6

Rheinland.

The client's obligation to cooperate.

The client's obligation to cooperate the cooperate of the cooperat

7. 7.1

Prices
If the scope of performance is not laid down in writing when the order is placed, invoicing shall be based on costs actually incurred. If no price is agreed in writing, invoicing shall be made in accordance with he price list of TUV Pheniand valid at the time of performance.

Unless otherwise agreed, work shall be invoiced according to the progress of the work.

Unless otherwise agreed, work shall be invoiced according to the progress of the work.

When the price is the price work of the progress of the work of the progress of the work.

When agreed for other exceedes CSQ 000 or equivalent value in local currency, TUV Rheinland may demand payments on account or in instalments.

8.

8.2

8.3

may defining payments or account or the resonance.

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

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

In cases of default of payment, TÜV Rheinland shall be entitled to claim default interest at the applicable short new one interest rate publicly amounced by a reputable commercial bank in the country where TÜV Rheinland is located. At the same time, TÜV Rheinland reserves the right Should the client default in payment of the invoice desplace being granted a reasonable grace period. TÜV Rheinland shall be entitled to cannot the contract, whichave the certificate, claim damages for non-performance and review to continue performance of the contract.

The provisions set forth in article 8.4 shall also apply in cases involving returned cheques casesion of payment, commencement of insolvency proceedings against the client's asset or cases in which the commencement of insolvency proceedings against the client's asset or cases in which the commencement of insolvency proceedings has been dismissed due to lack of assets).

citions to the invoices of TÜV Rheinland shall be submitted in writing within two weeks of to to the invoice.

receipt of the invoice.

TUV Rheniand shall be entitled to demand appropriate advance payments.

TUV Rheniand shall be entitled to raise its fees at the beginning of a month if overheads and/or purchase costs have increased. In this case, TUV Rheniand shall notly 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 entails come its offest (period of notice of changes in fees). If the rise in fees entails under 5% in the rise in fees the contraction of the received of the received in the re

per contractual year, the client shall not have the right to terminate the contract. If the rise in fees exceeds 5% per contractual year, the client shall be entitled to terminate the contract by the end of the period of notice of changes fire shall be entitled to terminate the changed fees shall only legally established and undisjusted claims may be offset against claims by TUV Rheinland. TUV Rheinland shall have the right at all times to settled may amount due or payable by the client, including but not limited to settl' against any fees paid by the client under any contracts, agreement and/or orders/quotations reached with TUV Rheinland.

**9.** 9.1

Acceptance of work

Any part of the work result ordered which is complete in itself may be presented by TÜV

Rheinland for acceptance as an installment. The client shall be obliged to accept it immediately.

If acceptance is required or contractually agreed in an individual case, this shall be deemed to have taken place two (2) weeks after completion and handwore of the work, unless the client refuses acceptance within this period stating at least one fundmental breach of contract by TÜV u. t is not entitled to refuse acceptance due to insignificant breach of contract by TÜV

The client is not entitled to refuse acceptance due to insignificant breach of contract by TUV Rheinland.
If acceptance is excluded according to the nature of the work performance of TUV Rheinland.
If acceptance is excluded according to the nature of the work performance of TUV Rheinland. He completion of the work shall take its place.
During the Follow-Hudist stage, if the client was unable throughout more by TUV Rheinland and the certificate is therefore to be withdrawn (e.g. performance of surveillance audits, or if the client cancels or postpones a confirmed audit date within two (2) weeks before the agreed date, TUV Rheinland se inclient do immediately brage a lump-sum compensation of 10% of the order amount as compensation for expenses. The client reserves the right to prove that the TUV Rheinland has incrured no damage whatsoever or only a considerably bower damage than the lat as the client has undertaken in the contract to accept services. TUV Rheinland shall also be entitled to charge turn-y-un damages in the amount of 10% of the order amount as compensation for expenses if the service is not called within one year after the order has been placed. The client reserves the fight to prove that the TUV Rheinland has large whatsoever or only a considerably lower damage than the above mentioned lump sum. 9.4 9.5

whatsoever or only a considerably lower damage than the above mentioned lump sum.

Confidentially

10.1 Confidentially

For the purpose of these terms and conditions, "confidential information" means all know-how, trade secrets, documents, images, drawings, expertise, information, data, test results, reports, samples, project documents, pricing and financial information, customer and supplier information, and marketing techniques and materials, imaging being interest and supplier information, and marketing techniques and materials, imaging being interest and supplier information is expressly not the data and know-how collected, compiled or otherwise obtained by ITU VI Rehinaling of control, in printed or electronic format. Confidential information is expressly not the data and know-how collected, compiled or otherwise obtained by ITU VI Rehinaling of control, in the control of t

any their of leakages to be caused by the adoption of any unauthorized confidential information sharing methods mentioned above. TUY Menimed shall be availed for any compression.

All confidential information which the disclosing party transmits or otherwise discloses to the receiving party which is created during performance of work by TUX Phiesinand: and some present of the property of the pro

10.6

Copyrights and rights of use, publications
TUV Rheinand shall retain all excellence copyrights in the reports, expert reports/opinions, test reports/exults, results, calculations, presentations etc. prepared by TUV Rheinand unless prepared by TUV Rhe

11.3 11.4

otherwise agreed by the planes in a separate agreement. As the Worker II in a Copyright, 10 or ("right of use") gain of chem he in gift to use the work results for individuals, 10 or ("right of use"). The client receives a simple, unlimited, non-transferable, non-sublicinsable right of use to the content of the work results produced within the scope of the contract unless otherwise agreed received and the content of the work results received within the scope of the contract of the contract unless of the sense of the contract of the cont 11.5

The consent of TÜV Rheninad to publication or duplication of the work results does not entitle the client to use the corporate logo, corporate legion, corestorification mark of UV Rheninad.

Liability of TÜV Rheninad.

Irrespective of the legislabais, to the fullest extent permitted by applicable law, in the event of a breach of contractual obligations or tori, the liability of TÜV Rheninad for all damages, losses and reimbursement of experses caused by TÜV Rheninad, is legial presentatives and/or employees shall be limited to: (i) in the case of a contract with a fixed overall fee, these times the agreed annual fee; (ii) in the case of a contract expressibly charged on a time and marked basis, a maximum of 20,000 Euro or equivalent amount in local currency; and (iv) in the case of a marked basis of the legislative contract expressibly charged on a time and marked basis, a maximum of 20,000 Euro or equivalent amount in local currency, the total and accumulated liability of TÜV Rheninad shall be only limited to and shall not exceed the sall 2.5 Million Euro or equivalent amount in local currency, the total and accumulated liability of TÜV Rheninad shall be only limited to and shall not exceed the sall 2.5 Million Euro or equivalent amount in local currency, the total and socrumulated liability of TÜV Rheninad shall be only limited to and shall not exceed the sall of the sall o

122

will stay SU. The hindred of TUV Rheindrad. If TÜV Rheindrad spinst arvi oldrams made by third parties arising from in connection with such personnels acts.

Unless otherwise contractually agreed in writing. TÜV Rheinland shall only be liable under the contract to the client.

The limitation periods for claims for damages shall be based on stahlar.

None of the provisions of this article 12 chance. 12.5

Export control
 When passing on the services provided by TÜV Rheinland or parts thereof to third parties in Greater China or other regions, the client must comply with the respectively applicable regulators are replaced by the respective produced by the re

ediate effect and the client shall compensate for the losses incured thereof by TÜV

with immediate effect and the clent shall compensate for the losses incured thereof by TÜV Rheinland. 
Rheinland. 
The clent understands and agrees that TÜV Rheinland processes personal data (including but not limited to personal information) of the clent and fist related parties (including but not limited to the supplier of the clent) for the purpose of Utilities (the strength of the clent and the prior consent of the data subject, which entities TÜV Rheinland to access, use, or process the personal decides the clent and its subject. Which entitles TÜV Rheinland to access, use, or process the personal decides the class in accordance with the relevant legal basis. If any personal data has to be disclosed or transferred to any third party or any overseas party outside of the district in which the personal data was collected, the client also confirms that it has obtained the prior consent of the data subject. TÜV Rheinland will carry out cross-beforded data transmission and protect the data in compliance or the client also confirms that it has obtained the prior consent of the data subject. TÜV Rheinland will take measures to avoid any leskage, abuse, manipulation, diamage or unsurborized access of personal data. The personal data will be deleted immediately as soon as a corresponding reason for deletion arises. Data subjects may exercise the following rights: right of information, right of decision, right of redictions, they do rediction, only of the deletion arises. Data subjects may exercise the following rights: right of information, right of decision, right of redictions of the deletion arises of personal data by TÜV Rheinland as the person responsible or contract processing limitation. In the competent data protection interproticy authority. For their decision the processing of personal data by TÜV Rheinland as the person responsible or contract processor, please refer to the respective data protection interproticy authority. For their decision the processing of personal data by TÜV Rheinland as the person

Germany:

on of test material and documentation

The test samples submitted by the client to TÜV Rheinland for testing will be scrapped following testing or will be returned to the client at the client's expense. The only exceptions are test samples, which are placed in storage on the basis of statutory regulations or of another agreement with the client.

greement with the client.

See a stored at the premise of TÜV Rheinland, The cost of placing a test sample into storage will be disclosed to the client in the quotation. If reference samples or documentations are given to the client to be placed in storage at their premises, the reference samples or documentations must be made available to TÜV Rheinland signor request promptly and fire of charge. If the client, in response to such a request, is experienced to the complex of the comp 15.2 15.3

15.5

tion of the contract
Notwithstanding clause 3.3 of the GTCB, TÜV Rheinland and the client are entitled to terminate
the contract in its entirely or, in the case of services combined in one contract, each of the the contract in its entirely or, in the case of services combined in one centract, each of the combined parts of the contract individually and independently of the continuation of the remaining services with six (6) months notice to the end of the contractually agreed term. The notice period shall be shortened to ask; (e) week in case TUV. Pheinland may performing the services due to a loss or a suspension of its accreditation or notification. For good causes, TUV. Pheinland may consider giving a written notice to the client to terminate the contract without bearing any liabilities and the client shall pay the relevant service see for the services provided by TUV. Pheinland may use to the termination due to the contract. The afforesaid good causes includes but not limited to the following.

a) the client flows not immediately world TUV in the client shall pay the relevant service provided to so not immediately world TUV in the client shall pay the relevant service sprovided to the sort mirror destricts of the stringers of the contract in the contract of the contract of the contract of the contract.

the company which are relevant for certification or signs of such changes.

b) the client missues the certificate or certification and or uses it in violation of the contract.

b) the client missues the certificate or certification and or uses it in violation of the contract or the contract or certificate or certification of the contract are considerably endangered and TUV Rheinfland deterioration of the financial or certificate contract are considerably endangered and TUV Rheinfland cannot reasonably be expected to contract are considerably endangered and TUV Rheinfland cannot reasonably be expected to contract are considerably endangered and TUV Rheinfland cannot reasonably be expected to contract are considerably endangered in TUV Rheinfland, for reasonable profits contract, are reported to the contract or the service, e.g. in case of force majeure, government interference, succinion, beso all carcellation or notification, or other. Corporation of the contract or the specific section, and the certification or success of the contract or the specific section. In the event of termination with written notice by TUV Rheinfland cannot cannot be always and the certification or notification or continuous or continuous and the certification or a celliation of the contract or the specific section of the flower of the contract or the specific section of the contract or the specific section of the certification or a celliation of the flower of the contract with written notice if the client has not of the fixed contract term as tump-sum compensation. The client reserves the right to prove that there is no damage or a considerably higher damage in individual cases.

UV Rheinfland as the entitled to termination or the contract with written notice if the client has not a triple or the contract with written notice if the client has not triple to the contract with written notice if the client has not triple to the contract with written notice if the client has not triple to the contract with written notice if the client has n 16.3

accordingly.

\*\*Myster\*\*

Free Migleure' means the occurrence of an event or circumstance that prevents or impedes a Party from performing one or more of its contractual obligations under the contract, if and so the extent that that Party proves: (a) that such impediment is beyond its reasonable control, and (b) that it could not reasonably have been foreseen at the time of the contract on the contract and (c) that the effects of the impediment could not reasonably have been avoided or overcome by link the effects of the impediment could not reasonably have been avoided or overcome by link the effects of the impediment could not reasonably have been avoided or overcome by link the effects of the impediment could not reasonably have been avoided or overcome by link the effects of the impediment could not reasonably have been avoided or overcome by link the effects of the impediment could not reasonably have been avoided or overcome by link the effects of the impediment could not reasonably have been avoided or overcome by link the effects of the impediment of the impediment of the property of the impediment of t 17.3.

dehip
The Parties are bound to perform their contractual duties even if events have rendered
performance more condust than could reasonably have been anticipated at the time of the
conclusion of the contract.
Notwithstanding paragraph 1 of this Clause, where a Party proves that:
(a) the contractual performance of its contractual duties has become excessively onerous due to an
(b) the contract performance of its contractual duties has become excessively onerous due to an
into account at the time of the conclusion of the contract, and that
into account at the same the conclusion of the contract, and that
into account at the same the conclusion of the contract and that
into account at the same the conclusion of the contract and that
into account at the same the contract and that
into account at the same that the contract and that
into account at the same that the contract and that
into account at the same that the contract and that
into account at the same that the contract and that
into account at the same that the contract and that
into account at the same that the contract and that
contractual terms are provided in that paragraph, the Party invoking the Clause is entitled to
terminate the contract, but cannot request adaptation by the judge or arbitrator without the
agreement of the other Party.

availidity, written form, place of jurisdiction and dispute resolution.

All amendments and supplements must be in writing in order to be effective. This also applies to amendments and supplements to this clause 17.1.

Should one or several of the provisions under the contract and/or hease terms and conditions be or become ineffective, the contracting parties shall reglose the invalid provision with a legally valid provision that comes closest to the content of the invalid provision in legal and commercial terms.

valid provision that comes consest to the content of the invision provision in regal and commercial Unless otherwise stipulated in the contract, the governing law of the contract and these terms and conditions shall be chosen following the rules as below: If TUV Rheinland in question is legally registered and existing in the People's Republic of China, the contracting parties hereby agree that the contract and these terms and conditions shall be governed by the laws of the People's Republic of China. If TUV Rheinland in question is legally registered and existing in Taiwan, the contracting parties If TUV Rheinland in question is legally registered and existing in Taiwan, the contracting parties Taiwan.