



# AMSCAN TEST REPORT


LAB LOCATION: Hong Kong  
DATE IN: March 9, 2011

REPORT NUMBER: HH-11-00580  
DATE OUT: March 21, 2011

<b>Applicant:</b>	Amscan Hong Kong		
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<b>Copy To:</b>	--		

<b>OVERALL RATING</b>	
PASS	X
FAIL	--

### Sample Information

	<b>Product Description:</b>	Garden Girl Straw Favor Pack
	<b>Item Number:</b>	398890
	<b>PO Number:</b>	N/A
	<b>Country of Destination:</b>	EU
	<b>Vendor Code:</b>	12011
	<b>No. of sample submitted:</b>	3 sets

### Testing Status

<b>Retest</b>	<input type="checkbox"/>	<b>Previous Report No.:</b> --
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### Test Result Summary

Test Requested	Result
Overall Migration Test – European Commission Directive 2002/72/EC and Amendments (Test component and condition were selectively assigned by client)	PASS

For and on behalf of  
Modern Testing Services (Global) Ltd.

YEUNG Ngai Hong, Gary  
Deputy Regional Director, Hardlines



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## TEST DATA:

## COMPONENT BREAKDOWN LIST:

Test Item	Component Description
A1	transparent pink plastic ( straw) Ethanol
A2	transparent green plastic ( straw) Acid
A3	transparent blue plastic ( straw) Ethanol

## TEST RESULT:

### Overall Migration Test – European Commission Directive 2002/72/EC and Amendments

Test Condition: acetic acid and ethanol: 40 °C, 2 hrs

Simulant Used	Unit	Result		Maximum Permissible Limit
		A1	A3	
10% Ethanol	mg/dm <sup>2</sup>	0.362	<5	10
<b>Conclusion</b>		PASS	PASS	-
Simulant Used	Unit	Result		Maximum Permissible Limit
		A2		
3% Acetic acid	mg/dm <sup>2</sup>	<5		10
<b>Conclusion</b>		PASS		-

Method: EN 1186-1:2002 and EN 1186-3:2002.

Note: mg/dm<sup>2</sup> = milligram per square decimetre  
“<” = less than

## NOTE:

If there is question or concern regarding the above results, please contact the appropriate lab person below:

### Technical question & concern:

KWAN Kwok Yin, Luis  
Supervisor  
Tel: (852) 3604 1382  
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Email: [lkwan@mts-global.com](mailto:lkwan@mts-global.com)

### General question & concern:

YEUNG Lai Hung, June  
Marketing Executive  
Tel: (852) 3604 1383  
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*The testing lab overall rating is provided to client as an aid in reviewing report data. The rating is based on lab results. Final product acceptance or rejection is per client only. Testing of vendor's merchandise by client is not a substitute for vendor's own testing and other quality assurance related obligations in connection with its sale of merchandise to client. Client testing shall not limit client's rights, or diminish or remove any of vendor's responsibilities.*

Modern Testing Services (Global) Ltd.

Unit D, 8/F Leroy Plaza, 15 Cheung Shun Street, Cheung Sha Wan, Kowloon, Hong Kong  
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## Terms and Conditions

1. Modern Testing Services (Global) Ltd. ("MTS") will provide its services and written tests in accordance with and subject to the terms and conditions herein contained (hereinafter referred to as "the Terms and Conditions").
2.
  - a) The Terms and Conditions are the only conditions upon which MTS is prepared to deal with the Client and they shall govern this contract to the entire exclusion of any other expressed or implied conditions.
  - b) The Terms and Conditions may only be modified by a variation expressed in writing and signed on behalf of MTS by a Director and no other action on the part of MTS or its employees or agents shall be construed as an acceptance of any other conditions.
  - c) The Terms and Conditions (as modified in accordance with provision 2(b) together with the matters referred to on the face hereof) embody the entire understanding of the parties and supersede any prior promises, representations, undertakings or implications.
  - d) In the event that a sample is submitted with an unsigned Test Request Form and is accepted by MTS in writing or by the issuance of a written Test Report, the Terms and Conditions shall govern the contract to the entire exclusion of any other expressed or implied conditions. MTS' acceptance of a sample submitted with an unsigned Test Request Form shall in no way be treated as a waiver of the Terms and Conditions, and the Client agrees that any services provided by MTS shall be subject to the Terms and Conditions.
3. All orders for any services are subject to acceptance by MTS, and a binding commitment shall not be made unless MTS accepts the order by writing or the issuance of a written Test Report. The risk and property of the goods shall remain with the Client at all times.
4. It shall be the responsibility of the Client to ascertain and notify MTS of the standards with which any sample submitted must comply in any country or territory in which such sample is intended to be sold. In absence of specific instructions, MTS will adopt the test methods and standards, which in its sole and absolute discretion, are considered appropriate.
5. MTS will, subject to the Client's requirements, test any sample submitted to it or sampled by MTS from bulk (the quantity of the bulk from which the sample shall be taken and the sample shall be agreed between the Client and MTS) to ascertain its conformity or otherwise with contract description or sample (such contract description or sample are to be provided by the client). In no circumstances will MTS render any opinion as to the description, quantity, or the fitness of any sample for the purpose of which it is said to be intended unless in any specific case MTS is required to do so and agrees to do so in writing.
6. A Test Report issued by MTS shall refer only to the sample actually tested and shall not refer or be deemed to refer to the bulk from which such sample may be said to have been obtained. In the event that MTS shall be requested to survey and test any bulk quantity of samples against contract description or sample, MTS shall, in the absence of contrary written instructions, cause a random sampling of bulk for testing purposes. The Client shall notify MTS by advance notice in writing if they require a specific percentage of the bulk to be tested. In no circumstances shall MTS's responsibility extend beyond testing and reporting upon the samples actually drawn from bulk and tested by MTS and any inference to be drawn from the result of such testing shall be entirely in the discretion and the responsibility of the Client. MTS shall have no obligation to update the Test Reports after its issuance.
7. Test Reports prepared by MTS are issued subject to the condition that they are not to be made public or used in connection with or for the purpose of any advertising, promotional, or publicity undertaking or material whatsoever without the prior expressed consent in writing of MTS thereto. MTS acknowledges that the Client may request to access the ordered Test Reports by means of e-mail communication. If the Client requests to access its ordered Test Reports by e-mail transmission, the Client acknowledges that such transmissions will be not be encrypted and will no longer be confidential. The Client further acknowledges that such transmissions may be intercepted by third parties and modified inadvertently. MTS disclaims any and all liability arising out of or in connection with e-mail transmissions of Test Reports.
8. Unless otherwise agreed in writing with the Client, any time periods specified by MTS on the face hereof for performing the services are business estimates only and MTS will not be liable to the Client for any loss or damage whatsoever sustained by the Client, including but not limited to additional air freight charges incurred by the Client as a result of MTS' failure to comply with such times.
9. In the event that any Test Report issued by MTS is required for use in connection with or for evidence in any Court or Arbitration proceeding by the Client, MTS will render all assistance and explanations reasonably required in connection therewith but all costs and expenses incurred by MTS in giving such assistance, including court appearance, expert testimony, or explanations shall be charged to the account of the Client.
10. In no circumstances will the issuing of any Test Report by MTS operate or be deemed or purport to involve MTS as a party, an agent, or in any other way, in any relationship contractual or otherwise between the Client for whom the Test Report has been prepared and any other party whatsoever.
11. MTS warrants solely to the Client that the Test Report will be free of any material error or omission caused by the negligence of MTS or its servants or agents. Any claim for breach of such warranty shall be made in writing to MTS within sixty (60) days after the date of issuance of the Test Report, and the Client waives any and all claims for breach of such warranty unless a timely written claim to MTS is made within the sixty (60) day period. In the event that a timely written claim has been made by the Client, MTS, at its sole discretion, may either redo the testing to fix the deficiency without charge to the Client or refund the Client in the amount of the fee paid, free of interest.
12. In the event that MTS shall suffer any loss or damage as a result of MTS and/or its servants and/or its agents carrying out or providing the testing services to the Client or on goods supplied by or at the direction of the Client other than as a result of its error, negligence or willful default, then the Client shall indemnify MTS and compensate MTS for such amount of loss or damage suffered.
13.
  - a) In the event that MTS is found liable for any loss, damage, or destruction of the goods that are subject to be tested by MTS caused by the error, negligence, or willful default or act of MTS or its servants or agents, then, in any such case, the liability of MTS shall be limited to the lesser of: (i) the invoice price of the goods or (ii) five (5) times the fee paid in relation to the testing services provided by MTS, free of any interest.
  - b) IN NO CIRCUMSTANCES WHATSOEVER SHALL MTS BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE SERVICES PROVIDED BY MTS, INCLUDING BUT NOT LIMITED TO LOSS OF OR DAMAGE TO PROPERTY, LOSS OF INCOME OR PROFIT, OR CLAIMS OR DEMANDS MADE AGAINST THE CLIENT OR ANY THIRD PARTY IN CONNECTION WITH THE SERVICES PROVIDED BY MTS.
  - c) Nothing in clause 13(a) or (b) above shall limit or exclude any liability of MTS for any death or personal injury suffered as a result of its negligence or willful default to the extent that the same cannot be excluded or limited by law.
14. Without prejudice to MTS's lien and other rights under Clause 21 hereof, samples not destroyed in course of testing may at the sole discretion of MTS deemed abandoned and/or destroyed at the expiration of a period of thirty (30) days from the date of the Test Report unless special arrangements have been made in advance with the Client in writing in regards to the disposal thereof.
15. In the event that the payment terms are not established or negotiated between MTS and the Client, MTS' standard rates (which are subject to change) and all applicable taxes shall govern as the payment terms for MTS' services.
16. The Client agrees to make prompt payment within thirty (30) days from the invoice date or within such other period as may be established by MTS as the "Due Date." In the event that the Client owes payment under any overdue invoices, MTS reserves the right to suspend further performance of its services and withhold the issuance of any Test Reports until payment of all sums owing to MTS under the aforesaid invoice(s) together with interest at the rate of 1.5% per month thereon. The Client agrees to reimburse MTS for any costs it incurs in collecting overdue payment, including but not limited to courts costs and fees and expenses of attorneys and collection agencies. The Client shall not be entitled to retain or defer payment of any sums due to MTS on account of dispute, counter claim or set off which it may allege against MTS.
17. The Test Report shall only be reproduced in full unless prior authorization from MTS has been attained.
18. Any testing is carried out to the best of the knowledge and capability of MTS. The Test Report reflects the findings of MTS at the time of testing and do not relieve sellers or manufacturers from their contractual liabilities or prejudice buyers' right for compensation for any apparent and/or hidden defect during the testing carried out by MTS or occurring thereafter.
19. Any dispute, difference or claim arising out of or in connection with the Terms and Conditions, or the breach, terminations or invalidity thereof if not settled between the parties shall be settled by arbitration. The parties hereto may agree to the appointment of an arbitrator or, failing agreement within fourteen (14) days after either party has given to the other a written request to concur in the appointment of an arbitrator, either party may request the Hong Kong International Arbitration Centre ("HKIAC") to appoint an arbitrator. The place of arbitration shall be in Hong Kong SAR at HKIAC. There shall be only one arbitrator. The language to be used in the arbitral proceedings shall be English.
20. The arbitration award shall be given in writing and shall be final and binding on the parties, not subject to any appeal, and shall deal with the question of costs of arbitration and all matters thereto. Judgment upon the award rendered may be entered into any court having jurisdiction or application may be made to such court for a judicial recognition of the award or an order of enforcement thereof, as the case may be.
21. The agreements and contracts to which these Terms and Conditions apply shall be construed in accordance with and governed by the laws of Hong Kong Special Administrative Region, and for the purpose of legal proceedings, this agreement shall be deemed to have been executed in Hong Kong and to be performed there.
22. Without prejudice to all or any right MTS may have at Common Law, MTS has the following rights in the event of non-repayment or otherwise as set forth below:
  - (a) MTS has a general and particular lien over all samples delivered to be tested for all claims and money owing by the client to MTS under any contract whatsoever and in any other way whatsoever.
  - (b) Until the contract sums together with interest has been received, during the currency of the said lien, MTS is entitled to be paid reasonable storage charges for samples retained in MTS's custody.
23. In case any lien not satisfied within a reasonable time from the date upon which MTS first gave notice of the exercise of their lien to the client, the samples in its custody may be sold and the proceeds of sale may be applied to the satisfaction of every such lien and all interest, other charges and expenses in relation thereto.
24. MTS shall not be liable for any loss or damage caused by delay in the performance or non-performance of any of its obligations hereunder where the same is occasioned by any cause whatsoever that is beyond MTS' control including but not limited to an Act of God, war, civil disturbance, requisitioning, governmental or parliamentary restrictions of any kind, import or export regulations, strike lockout or trade dispute (whether involving its own employees or those of any other persons), difficulties in obtaining workmen, breakdown of machinery, and fire or accident. Should any such events occur, MTS may cancel or suspend the contract in question without incurring any liability whatsoever for any loss or damage thereby occasioned.
25. In the event that MTS is prevented by any reason whatsoever outside MTS' control from performing and completing its services for an order made by the Client, the Client agrees to pay MTS the amount of all abortive expenditures incurred and a percentage of the agreed fee equal to the percentage of the service actually performed. In such event MTS shall be discharged from all responsibility for any and all non-performance of the ordered services.
26. In the event that any unforeseeable time or costs are incurred in the course of performing its services, MTS shall be entitled to render the additional charges to the Client to reasonably reflect the extra time and costs incurred.
27. MTS, at its discretion, shall be entitled to delegate the performance of the whole or any part of the services contracted for with the Client to any agent or subcontractor.
28. All officers, employees, agents or subcontractors of MTS shall have the benefit of the limitations of liability and the indemnities contained in the Terms and Conditions.
29. If any provision contained in the Terms and Conditions is deemed invalid, illegal or unenforceable in any respect under the laws of Hong Kong, the validity, legality and enforceability of the remaining provisions hereof shall not be affected in anyway.

**Modern Testing Services (Global) Ltd.**

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