Test Report No. 70.300.18.10090.04



Dated 2018-05-16 ORIGINAL

Applicant: JINHUA QUEENE ELECTRIC TECHNOLOGY CO., LTD.

3<sup>RD</sup> FLOOR, A6 BUILDING, NO. 3188, SOUTH 2<sup>ND</sup> RING WEST ROAD, QIUBIN STREET, WUCHENG DISTRICT, 321000 JINHUA CITY, PEOPLE'S REPUBLIC

OF CHINA

Product Name: PEDELEC
Style No.: TDN08Z-FAT
Receipt Date of Sample: 2018-04-12

Date of Testing: 2018-04-12 ~ 2018-05-10

Sample Submitted: The sample(s) was (were) submitted by applicant and identified.

Test Result: Refer to the data listed in following pages

Remark: The test results were copied from the previous report 70.300.17.10311.04

dated on 2018-01-08 excluding the clause 4.10.

<u>Test specification:</u> <u>Conclusion:</u>

EN 14764: 2005 City and trekking bicycles — Safety requirements and test methods Pass



TÜV SÜD Certification and Testing (China) Co.,Ltd. Shanghai Branch

Prepared by:

Wu Jingqing Technical Engineer Checked by:

Sawyer/Tang Technical/Manager

Disclaimer Measurement Uncertainty:

Unless otherwise agreed upon, Pass or Fail verdicts are given based on the measured values without any considerations of measurement uncertainties. Please note, every test method has a measurement uncertainty which has been evaluated by the laboratory according to ISO/IEC 17025 requirement. By taking measurement uncertainties into account it might happen that measured values can neither be assessed as Pass nor as FAIL.

Note: (1) General Terms & Conditions as mentioned overleaf,(2)The results relate only to the items tested,(3)The test report shall not be reproduced except in full without the written approval of the laboratory.

70.300.18.10090.04



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# Description of the test subject:

Sample list		Description	Photo
Sample Received on:	2018-04-12	Pedelec Maximum saddle	
Complete bike	1 pc	height: 1030 mm Wheels: 20x4.0 wheels Speed: 6 - speed Brakes: Disc brake on front and rear. Reflectors: White light and reflector	
Front and rear wheels	1 set	on front, red light and reflector on rear. Yellow pedals reflectors. Luggage carrier Maximum load: 25 kg	

## Abbreviation summary:

P = Pass; F = Fail; NA = Not applicable;



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70.300.18.10090.04



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## **Test Results**

## EN 14764: 2005 City and trekking bicycles — Safety requirements and test methods

Clause	Test Item	Result	Verdict
1	Scope		
2	Normative references		
3	Terms and definitions		
4	Requirements and test methods		
4.1	Brake tests and strength tests - special requirements	Complied	Р
4.2	Sharp edges	Complied	Р
4.3	Security and strength of safety-related fasteners		
4.3.1	Security of screws	Complied	Р
4.3.2	Minimum failure torque	Complied	Р
4.3.3	Folding bicycles	Complied	Р
4.4	Crack detection methods	Visual check	-
4.5	Protrusions	7-1	
4.5.1	Requirement		
4.5.1.1	Exposed protrusions	Complied	Р
4.5.1.2	Exclusion zone, protective devices and screw threads	Complied	Р
4.6	Brakes	(1)	
4.6.1	Braking-systems	Complied	Р
4.6.2	Hand-operated brakes		
4.6.2.1	Brake-lever position	Complied	Р
4.6.2.2	Brake-lever grip dimensions	Complied	Р
4.6.2.3	Handbrake levers – Position of applied force	Complied	Р
4.6.3	Attachment of brake assembly and cable requirements	Complied	Р
4.6.4	Brake-block and brake-pad assemblies – Security test	Complied	Р
4.6.5	Brake adjustment	Complied	Р
4.6.6	Hand-operated braking-system – Strength test	Complied	Р
4.6.7	Back-pedal braking system	-	NA
4.6.8	Braking performance		•
4.6.8.1	General	Complied	Р

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# 70.300.18.10090.04



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Clause	Test Item	Result	Verdict
4.6.8.2	Test bicycle	Complied	Р
4.6.8.3	Secondary brake-levers	-	NA
4.6.8.4	Requirements		-
4.6.8.4.1	Braking distance	Complied	Р
4.6.8.4.2	Smooth, safe-stop characteristics	Complied	Р
4.6.8.4.3	Ratio between wet and dry braking performance	Complied	Р
4.6.8.5	Test methods		
4.6.8.5.1	Track test	Complied	Р
4.6.8.5.2	Back-pedal brake linearity test	-	NA
4.6.8.5.3	Machine test	-	NA
4.6.9	Brakes – Heat-resistance test	Complied	Р
4.7	Steering		-
4.7.1	Handlebar – Dimensions	Complied	Р
4.7.2	Handlebar grips and plugs	Complied	Р
4.7.3	Handlebar stem – Insertion-depth mark or positive stop	v -	NA
4.7.4	Handlebar stem-extension to fork-stem – Clamping requirements	Complied	Р
4.7.5	Steering stability	Complied	Р
4.7.6	Steering assembly – Static strength and security tests	s	
4.7.6.1	Handlebar-stem – Lateral bending test	(A ) )	NA
4.7.6.2	Handlebar and stem assembly – Lateral bending test	Permanent set: 4 mm	Р
4.7.6.3	Handlebar-stem – Forward bending test	Permanent set: 3 mm	Р
4.7.6.4	Handlebar to handlebar-stem – Torsional security test	No movement	Р
4.7.6.5	Handlebar-stem to fork-stem – Torsional security test	No movement	Р
4.7.6.6	Bar-end to handlebar – Torsional security test	-	NA
4.7.7	Handlebar and stem assembly – Fatigue test	Test frequency: 2 Hz	Р
4.8	Frames		
4.8.1	Suspension-frames – Special requirements	Complied	Р
4.8.2	Frame and front fork assembly – Impact test (falling mass)	Permanent set: 6 mm	Р
4.8.3	Frame – Fatigue test with pedaling forces	Test frequency: 2 Hz	Р
4.8.4	Frame – Fatigue test with a vertical force	Test frequency: 2 Hz	Р

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# 70.300.18.10090.04



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Clause	Test Item	Result	Verdict
4.9	Front fork		
4.9.1	General	Complied	Р
4.9.2	Means of location of the axle and wheel retention	Complied	Р
4.9.3	Suspension-forks – Special requirements		
4.9.3.1	Fail-safe requirement	Complied	Р
4.9.3.2	Tyre-clearance test	Complied	Р
4.9.3.3	Tensile test	Complied	Р
4.9.4	Front fork – Static bending test	Permanent set: 2.05 mm	Р
4.9.5	Front fork – Rearward impact test		
4.9.5.1	Crown/stem joint assembled by welding or brazing	-	NA
4.9.5.2	Crown/stem joint assembled by press-fitting, bonding, or clamping	Complied	Р
4.9.6	Front fork – Bending fatigue test	Test frequency: 2 Hz	Р
4.9.7	Forks intended for use with hub- or disc-brakes		
4.9.7.1	General	Complied	Р
4.9.7.2	Fork for hub/disc-brake – Static brake-torque test	Complied	Р
4.9.7.3	Fork for hub/disc-brake – Repeated brake-torque test	Complied	Р
4.10	Wheels and wheel/tire assemblies		
4.10.1	Rotational accuracy		
4.10.1.1	General	Complied	Р
4.10.1.2	Wheel/tire assembly – Concentricity tolerance	Complied	Р
4.10.1.3	Wheel/tire assembly – Lateral tolerance	Complied	Р
4.10.2	Wheel/tire assembly – Clearance	Complied	Р
4.10.3	Wheel/tire assembly – Static strength test	Permanent set: 0.18 mm	Р
4.10.4	Wheel retention		
4.10.4.1	General	Complied	Р
4.10.4.2	Front wheel retention – Retention devices secured	Complied	Р
4.10.4.3	Rear wheel retention – Retention devices secured	Complied	Р
4.10.4.4	Front wheel retention – Retention devices unsecured	Complied	Р
4.10.5	Wheels – Quick-release devices		
4.10.5.1	Quick-release devices – Operating features	-	NA
4.10.5.2	Quick-release devices – Wheel removal	-	NA
4.11	Rims, tires and tubes		

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# 70.300.18.10090.04



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Clause	Test Item	Result	Verdict
4.11.1	Tire inflation pressure	Complied	Р
4.11.2	Tire and rim compatibility	Complied	Р
4.11.3	Rim-wear	-	NA
4.12	Mudguards		
4.12.1	Requirement	Complied	Р
4.12.2	Stage 1: Test method - Tangential obstruction	-	NA
4.12.3	Stage 2: Test method - Radial force	Complied	Р
4.13	Pedals and pedal/crank drive system		
4.13.1	Pedal tread		
4.13.1.1	Tread surface	Complied	Р
4.13.1.2	Toe Clips	Complied	Р
4.13.1.3	Pedals designed to be used only with toe-clips or shoe-retention devices	-	NA
4.13.2	Pedal clearance		I
4.13.2.1	Ground clearance	Complied	Р
4.13.2.2	Toe clearance	Complied	Р
4.13.3	Pedal/pedal-spindle assembly – Static strength test	Complied	Р
4.13.4	Pedal-spindle – Impact test	Complied	Р
4.13.5	Pedal/pedal-spindle – Dynamic durability test	Complied	Р
4.13.6	Drive-system – Static strength test		ı
4.13.6.1	Requirement	Complied	Р
4.13.6.2	Test method		1
4.13.6.2.1	General	Complied	Р
4.13.6.2.2	Single-speed system	//	NA
4.13.6.2.3	Multi-speed system	Complied	Р
4.13.7	Crank assembly – Fatigue tests	Test frequency: 2 Hz	Р
4.14	Saddles and seat-pillars		1
4.14.1	General	Complied	Р
4.14.2	Limiting dimensions	Complied	Р
4.14.3	Seat-pillar – Insertion-depth mark or positive stop	Complied	Р
4.14.4	Saddle/seat pillar – Security test		
4.14.4.1	Saddles with adjustment-clamps	Complied	Р
4.14.4.2	Saddles without adjustment-clamps	-	NA
4.14.5	Saddle – Static strength test	Complied	Р
4.14.6	Saddle and seat-pillar clamp – Fatigue test	Test frequency: 2 Hz	Р

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70.300.18.10090.04



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## Dated 2018-05-16

Clause	Test Item	Result	Verdict
4.14.7	Seat-pillar – Fatigue test	Complied	Р
4.15	Drive-chain	Complied	Р
4.16	Chain-guard		
4.16.1	Requirement	Complied	Р
4.16.2	Chain-wheel disc diameter	Complied	Р
4.16.3	Chain protective device	-	NA
4.16.4	Combined front gear-change guide	-	NA
4.17	Spoke protector	Complied	Р
4.18	Luggage carriers	Complied	Р
4.19	Handling and operation of a fully-assembled bicycle	Complied	Р
4.20	Lighting systems and reflectors		
4.20.1	Lighting and reflectors	Complied	Р
4.20.2	Wiring harness	Complied	Р
4.21	Warning device	Complied	Р
5	Manufacturer's instructions	Complied	Р
6	Marking	/	
6.1	Requirement	Complied	Р
6.2	Durability test	Complied	Р

-End of Test Report-

## **General Terms and Conditions**

### of TÜV SÜD Certification and Testing (China) Co.,Ltd. and its affiliated branch offices in the P.R.C. (hereinafter referred to as the company)



#### 1. General Information and Definitions

- (1.1) In the event that an order for any services is placed, the Client shall accept the General Terms and Conditions. The General Terms and Conditions shall be applicable to all orders resulting contracts and other arrangements, including all offers made or ser-vices provided by the Company or any of its affiliated companies They are not applica-ble if and as far as they are in conflict with the regulations on services performed on be-half of governments, government bodies or any other public entity, or they are in conflict with mandatory provisions of local law. The Client's placement of orders as well as the conclusion of contracts with the Company shall be regarded as aware-ness and acceptance of these General Terms and Conditions.
- (1.2) The Company strongly recommends any Client or potential Client to read the full text of these General Terms and Conditions prior to placement of any order to or conclusion of any contract with the Company. Ancillary agreements, promises and other statements made on the part of the Company staff or the experts called upon by them shall be binding only if they are expressly confirmed by the Company in writing. This shall also apply to any modifi cations of

#### 2. Provision of Services

- (2.1) With due care and skill, the Company will provide services according to Client's specific instructions as made available by the Client. In the absence of Client's specific instructions, the following is deemed as instructions given to the Company:
  - (a) The terms of any standard specification sheet or standard order form provided by the Company; and/or
  - (b) Any relevant usage, practice or trade custom; and/or
  - (c) Such methods the Company considers technically, operationally and/or on financial grounds appropriate
- (2.2) No other party is entitled to give any instructions particularly on the scope and type of the services or the reports delivered, or on the resulting certificates (the "Reports of Findings"), unless the Company receives prior written instructions to the contrary from the Client. The Client hereby irrevocably authorizes the Company to deliver Reports of Findings to a third party where so instructed by the Client or, at the Company's discretion, where it implicitly follows from circumstances, trade custom, usage or practice.
- (2.3) The Information stated in the Report of Findings is derived from the results of inspection or testing procedures carried out in accordance with the instructions and/or Company's assessment of such results on the basis of any technical standards, trade custom or practice, or other circumstances which should in Company's professional experience be taken into account
- (2.4) Reports of Findings issued after the testing of samples refer the Company's opinion only on samples under testing and not to the lot from which the samples were drawn
- (2.5) Client agrees that the Company's sole responsibility is to be present at the time of the third party's intervention and to forward the results, or confirm the occurrence of the intervention, in case Client requests the Company to witness any third party's intervention. Client agrees that the Company will use the test methods for analysis as requested in the request form, and if
- none is stated in the form, the Company will choose the appropriate test methods for analysis.

  (2.6) The Reports of Findings issued by the Company will reflect the facts as recorded by it at the time of its intervention only and within the limits of the instructions received or, in the absence of such instructions, within the limits of the alternative parameters applied as provided for in Clause 2.1. The Company is under no obligation to refer to, or report upon, any facts or circumstances, which are outside the specific instructions received or alternative parameters
- applied.

  (2.7) The performance of all or part of the services may be delegated to an agent or subcontractor by the Company. The Client authorizes the Company to disclose all information necessary for such performance to the agent or subcontractor.
- (2.8) Documents reflecting engagements contracted between the Client and third parties or third party documents, e.g. sales contract copies, letters of credit, bills of lading, etc. should be made available to the Company. These are considered to be for information only, and do not extend or restrict the scope of the services or the obligations accepted by the Company.
- (2.9) The Company agrees that, by providing the services to the Client, it neither takes the place of Client or any third party, nor otherwise assumes, abridges, abrogates or undertakes to discharge any duty of the Client to any third party or that of any third party to the Client. Also, it does not release the Client or any third party from any of their obligations. (2.10) Depending on the nature of each sample, all samples given to the Company shall be
- retained for a maximum of 3 months or for such other shorter time period as the nature of the sample permits, and then sent back to Client or otherwise disposed of at the Compa-ny's discretion. After that time the Company will not be responsible for the samples. Storage of samples for more than 3 months shall incur a storage fee payable by the Client. If sam-ples are returned to the Client, the Client will be billed a handling and freight fees. Special disposal charges will be billed to the Client if incurred.

### 3. Client's Obligations

The Client shall:

- (3.1) ensure that all required supporting documents, information and instructions as submitted are accurate, trueful and complete. These information are to be submitted in a timely not later than 2 working days from the date of which the services are requested by the Client
- (3.2) ensure to give all necessary access for the Company's representatives to the premises where the services are to be performed and to take all necessary steps to eliminate or remedy any obstacles to, or interruptions in the performance of the services
- (3.3) make available any special equipment and personnel necessary for the performance of the services, if required;
- (3.4) ensure that for the safety and security of working conditions, sites and installations, all necessary measures are taken during the performance of services. In this respect, the Client will not rely on the Company's advice whether required or not;
- (3.5) inform the Company of any known hazards or dangers, actual or potential, associated with any order, samples, testing or any other service rendered by the Company well in advance. Those are, but are not limited to the presence or risk of radiation, environ-mental pollution or oisons- toxic or noxious or explosive elements or materials;
- (3.6) fully exercise all its rights and discharge all its liabilities under any relevant sales or other contract with a third party.

### 4. Fees and Payment

- (4.1) All Fees not agreed on between the Company and Client at the time the order is placed or a contract is concluded shall be determined by the Company's Schedule of Fees (which are subject to change). All applicable taxes shall be paid by Client, as far as mandatory laws do not provide otherwise.
- (4.2) Unless a specific period is established in the invoice, the Client shall pay upon receiv-ing the invoice, but not later than 30 days from the relevant invoice date or within such other period
- as may be established by the Company in the invoice (the "Due Date"). (4.3) The Client shall not be entitled to retain or defer due payment of any sums to the Company on account of any dispute, counter claim or set-off against the Company. The Company reserves the right to retain or defer any due payments if any dispute arises with or it raises any counterclaim against the Client. The Company is entitled to set off due payments against payments of the Client.

- (4.4) For the collection of unpaid fees, the Company may decide to bring action in any court with competent jurisdiction. The corresponding collection costs, including at-torney's fees and re-lated costs, shall be borne by the Client, as far as the manda-tory local law does not provide otherwise.
- (4.5) In case of any unforeseen problems or expenses arise while carrying out the services, the Company informs the Client. In such cases, the Company shall be entitled to charge additional fees to cover extra time and to invoice extra costs necessarily incurred to complete the services
- (4.6) If the Company is unable to perform all or parts of the services for any cause whatsoever beyond the Company's control, including the failure by Client to comply with any of its obligations provided for in the foregoing Clause 3, the Company shall nevertheless be entitled to

  - (1) The amount of all non-refundable expenses incurred by the Company; and (2) A proportion of the agreed fee equal to the proportion of the services actually carried out.

#### 5. Suspension or Termination of Services

In any case mentioned below, the Company shall be entitled to either suspend or terminate the provision of the services immediately and without any liability:

- (5.1) Failure by the Client to comply with any of its obligations under these General Terms and Conditions and such failure is not remedied within 10 days after a no-tice of such failure has been delivered to the Client; or
- (5.2) Any suspension of payment, arrangement with creditors, bankruptcy, insolvency, receivership or cessation of business by Client.

#### 6. Liability and Indemnification

- (6.1) Limitation of Liability:
  - (1) Clients seeking a guarantee against loss or damage should obtain appro-priate insurance. The Company is neither an insurer nor a guarantor and disclaims all liability in such
  - (2) Reports of Findings are issued on the basis of the information, documents and/or samples reports of Findings are issued on the basis of the information, occuments and/or samples provided by, or on behalf of the Client and solely for the benefit of the Client who is obliged to act on the basis of such Reports of Findings. Neither the Company nor any of its staff, agents or subcontractors shall be liable to the Client nor to any third party for any actions taken or not taken on the basis of such Reports of Findings, or for any incorrect results arising from unclear, erroneous, incomplete, misleading or false information provided to the Company.
  - (3) For any delayed, total or partial non-performance of the services arising directly or indirectly from any event beyond the Company's control, includ-ing failure by Client to comply with any of its obligations hereunder, the Company shall not be liable.

    (4) The liability of the Company in respect of any claim for loss, damage or ex-pense of any
  - nature and howsoever arising shall in no circumstances ex-ceed a total aggregate sum equal to 10 times the amount of the fee paid in respect of the specific service which gives rise to such claim, and shall in any case not exceed the equivalent of 25,000 EUR in CNY.
  - (5) For any indirect or consequential loss (including loss of profits), the Compa-ny shall not
  - have any liabilities.
    (6) In case of any claim, the Client must give written notice to the Compa-ny within 30 days of discovery of the facts with all necessary documents to justify such claim. In any case, the Company shall be discharged from all liability for all claims for loss, damage or expense unless a lawsuit is brought within two years from:
  - (i) the performance date of the Company for its services which refers to the claim; or (ii) the date when the service should have been completed in the event of any alleged nonperformance.
- (6.2) Indemnification: Against all claims (actual or threatened) by any third party for loss, damage or expenses of whatsoever nature including all legal expenses and related costs and howsoever arising relating to the performance, purported performance or non-performance of any services, the Client shall guarantee, hold harmless and indemnify the Company and its officers, employees, agents or subcontractors.

#### 7. Obligation of Confidentiality, Copyright, Data Privacy Protection

- (7.1) The Company shall be authorized to make file copies of written documents, which have been
- made available to it for review and which are important for processing the order.

  (7.2) Insofar as Reports of Findings are prepared in the course of processing the order and which are subject to the protection of copyright, then the Company shall grant the Client a simple, non-transferable right to use, insofar as this is neces-sary and in accordance with the contractually presupposed purpose. Other rights shall not be transferred; in particular, the customer shall not be entitled to modify and/or edit audit reports or to make use of such outside of his business premises.
- (7.3) The Company and its staff which may be called in shall not disclose or use trade and business matters about which they have gained knowledge during the performance of their work without proper authorization, Or unless instructed by a court or authorized body (e.g.regulatory authority, accreditation body or certification scheme owner) or otherwise legally required

#### 8. Miscellaneous

- (8.1) The validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired, even if any one or more provisions of these General Conditions are found
- to be illegal or unenforceable in any respect.

  (8.2) Client shall not directly or indirectly entice, encourage or make any offer to Company's employees to leave their employment with the Company, during the course of providing the services and for a period of one year thereafter.
- (8.3) Use of the Company's corporate name or registered marks for advertising pur-poses is not permitted without the Company's prior written authorization.

## 9. Governing Law, Jurisdiction and Dispute Settlement

- (9.1) Unless specifically agreed otherwise, all disputes arising out or in connection with contractual relationship(s) hereunder shall be governed by the applicable laws and regulations of the People's Republic of China.
- (9.2) Place of performance for any obligation arising out of this contract shall be Shanghai, the Place of the TÜV SÜD Certification and Testing (China) Co.,Ltd. Shanghai Branch, unless otherwise expressly agreed by the parties.

#### 10. Languages

In the event of any discrepancy between the English and the Chinese version of these General Terms and Conditions, the English version shall prevail.