



## Test Report

No.T32220300571TC

Date: SEP 06, 2022

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IMAGEN BRANDS

401 US HWY 160 DONIPHAN, MO 63935, UNITED STATES

The following samples were submitted and identified by/on behalf of the client as:

WAVE TOTE-WHITE-TEAL-BLACK; MESH PKT DRAWCORD UNI-BLUE(INDIGO); MESH PKT DRAWCORD LITE BLUE; TRIAD DRAWCORD WHITE-GRAY- BLACK; POLYPRO DRAWCORD-ROYAL; POLYPRO VALUE SPORT PACK ROYAL; FLAT GARMENT BAG- BLACK; MUCHO GRANDE TOTE-BURGUNDY; MUCHO GRANDE TOTE KHAKI; GRANDE TOTE NON-WOVEN -BLACK-BLACK; GRANDE TOTE NON-WOVEN -CHARCOAL-BLACK; GRANDE TOTE NON-WOVEN -PURPLE-WHITE; GRANDE TOTE NON-WOVEN - ROYAL- WHITE; VNATURAL KRAFT SACK - RED; DRAWSTRING SPORT PACK GREY; DRAWSTRING SPORT PACK NEON YELLOW; DRAWSTRING SPORT PACK METALLIC SILVER; KRAFT LUNCH SACK -BLACK; CHILL FLEX-FREEZE 12 CAN COOLER -BLACK; CHILL FLEX-FREEZE 12 CAN COOLER - NAVY-W; CHILL FLEX-FREEZE 12 CAN COOLER -RED-BL; CHILL BY FLEXI FREEZE12 CAN COOLER-MESH; POLY PRO FLAT TOTE-KHAKI; POLY PRO FLAT TOTE- ROYAL; POLYPRO ZIPPED TWO-TONE TOTE -ROYAL-BLUE; POLYPRO ZIPPED TWO-TONE TOTE -WHITE-BLACK; BIG VALUE TOTE KHAKI; POLYPRO SM-HEAT SEALED TOTE ROYAL; DOUBLE TAKE DRAW-BLACK; DRAWSTRING SPORT PACK-ORG ORANGE; TIE DYE SPORT PACK - NAVY; KRAFT LUNCH SACK – ROYAL; KRAFT LUNCH SACK – NAVY, VNATURAL KRAFT SACK – BLACK, LEGAL ZIPPERED PORTFOLIO- BLACK, TIE DYE SPORT PACK – NAVY, POUCH BODY & ZIP-BLACK, POUCH BODY & ZIP-MAROON

Item No. : A227WH-TL-BK; A410IN; A410LB; A420WH-BK; A430RY; A460RY; A510BK; A514BY; A514KH; A524BK-BK; A524CH-BK; A524PR-WH; A524RY-WH; A526RD; A602GY; A602NEYL; A602SV; A636BK; A762BK-WH; A762NV-WH; A762RD-BK; A776BK-BK; A800KH; A800RY; A811RY-BK; A811WH-BK; A852KH; A894RY; DBLTKDSRY; DRAWSPRTOR; VBAG089NV; A636RY, A636NV, A526BK; A97715BK; VBAG089NV; A594BK-BK; A594MR-MR

Shipment order number : DP00043741  
Manufacture Date : 2021  
Country of Origin : CHINA  
Country of Destination : CANADA, UNITED STATES  
Labeled Age Grading : 0+  
Sample Receiving Date : AUG 24, 2022  
Testing Period : AUG 24, 2022 TO SEP 06, 2022

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Selected test(s) as requested by the client, please refer to test result page(s) for details:

Test Requested		Conclusion
1.	CPSIA section 108 – Phthalates	PASS
	US 16 CFR Part 1307 – Phthalates	PASS
	US California Proposition 65 (Out-of-court settlement for Bags) – Phthalates Content	PASS
2.	Title 16, Code of Federal Regulations, Chapter II - Consumer Products Safety Commission of U.S.A. - Part 1303 - Ban of Lead - Containing Paint and Certain Consumer Products Bearing Lead - Containing Paint – Lead Content	PASS
3.	CPSIA section 101 - Total Lead content	--
	CPSIA section 101(f) (1) – Lead in paint/similar surface coating material	PASS
	CPSIA section 101(a) (2) – Lead in accessible substrate materials (Including Children’s Metal Jewelry)	PASS
4.	The United State Code of Federal Regulations 21 CFR 177.1520 (FDA) - density, maximum extractable fraction in n-hexane, and maximum soluble fraction in xylene	PASS
5.	US FDA 21 CFR 177.1350 (Ethylene-Vinyl Acetate Copolymer) – Determination of Amount of Net Chloroform Soluble Extractives	PASS

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Test Requested	Conclusion
6. US California Proposition 65 (Out-of-court Settlement for tool bags/holders, combo bags, construction bags, tote bags, and other bags used to carry tools or other objects & Out-of-court Settlement for bags) – Lead Content	PASS
7. The United States Food and Drug Administration (FDA) Compliance Policy Guides (CPG) Sec. 545.500: Silver-Plated Hollowware - Lead Contamination (7117.05) - extractable Lead	PASS
8. Canada Consumer Product Safety Act (S.C. 2010, c. 21), Toys Regulations (SOR/2011-17) amended up to January 11, 2019 (Including amendments SOR/2012-71, SOR/2016-195, SOR/2016-302 and SOR/2018-138) - Section 23 (a) and Section 23 (c) - Lead and Mercury in surface coating material	PASS

\*\*\*\*\* FOR FURTHER DETAILS, PLEASE REFER TO THE FOLLOWING PAGE(S) \*\*\*\*\*

Signed for and on behalf of  
SGS Hong Kong Ltd.




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To Man Wah, Po  
Technical Manager

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**Test Results:**
**Phthalates Content**

Method: With reference to CPSC-CH-C1001-09.4

Analysis was performed by Gas Chromatography Mass Spectrometer (GC-MS) / High Performance Liquid Chromatography with Mass Spectrometer (HPLC-MS)

**Accessible Materials can be placed in the Mouth**

Test Item(s)	CAS No.	Result(s) (%)			MDL (%)
Specimen No.	--	1	2	3	--
Dibutyl Phthalate (DBP)	84-74-2	ND	ND	ND	0.003
Benzylbutyl Phthalate (BBP)	85-68-7	ND	ND	ND	0.003
Bis-(2-ethylhexyl) Phthalate (DEHP)	117-81-7	ND	ND	ND	0.003
Diisononyl Phthalate (DINP)	28553-12-0 68515-48-0	ND	ND	ND	0.010
Diisodecyl Phthalate (DIDP)	26761-40-0 68515-49-1	ND	ND	ND	0.010
Di-n-Hexyl phthalate (DHP/DnHP)	84-75-3	ND	ND	ND	0.003
Diisobutyl phthalate (DIBP)	84-69-5	ND	ND	ND	0.003
Di-n-pentyl phthalate (DPP/DPenP)	131-18-0	ND	ND	ND	0.003
Dicyclohexyl phthalate (DCHP)	84-61-7	ND	ND	ND	0.003

Test Item(s)	CAS No.	Result(s) (%)			MDL (%)
Specimen No.	--	4	5	6	--
Dibutyl Phthalate (DBP)	84-74-2	ND	ND	ND	0.003
Benzylbutyl Phthalate (BBP)	85-68-7	ND	ND	ND	0.003
Bis-(2-ethylhexyl) Phthalate (DEHP)	117-81-7	ND	ND	ND	0.003
Diisononyl Phthalate (DINP)	28553-12-0 68515-48-0	ND	ND	ND	0.010
Diisodecyl Phthalate (DIDP)	26761-40-0 68515-49-1	ND	ND	ND	0.010
Di-n-Hexyl phthalate (DHP/DnHP)	84-75-3	ND	ND	ND	0.003
Diisobutyl phthalate (DIBP)	84-69-5	ND	ND	ND	0.003
Di-n-pentyl phthalate (DPP/DPenP)	131-18-0	ND	ND	ND	0.003
Dicyclohexyl phthalate (DCHP)	84-61-7	ND	ND	ND	0.003

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Test Item(s)	CAS No.	Result(s) (%)			MDL (%)
Specimen No.	--	7	8	9	--
Dibutyl Phthalate (DBP)	84-74-2	ND	ND	ND	0.003
Benzylbutyl Phthalate (BBP)	85-68-7	ND	ND	ND	0.003
Bis-(2-ethylhexyl) Phthalate (DEHP)	117-81-7	ND	ND	ND	0.003
Diisononyl Phthalate (DINP)	28553-12-0 68515-48-0	ND	ND	ND	0.010
Diisodecyl Phthalate (DIDP)	26761-40-0 68515-49-1	ND	ND	ND	0.010
Di-n-Hexyl phthalate (DHP/DnHP)	84-75-3	ND	ND	ND	0.003
Diisobutyl phthalate (DIBP)	84-69-5	ND	ND	ND	0.003
Di-n-pentyl phthalate (DPP/DPenP)	131-18-0	ND	ND	ND	0.003
Dicyclohexyl phthalate (DCHP)	84-61-7	ND	ND	ND	0.003

Test Item(s)	CAS No.	Result(s) (%)			MDL (%)
Specimen No.	--	10	11	12	--
Dibutyl Phthalate (DBP)	84-74-2	ND	ND	ND	0.003
Benzylbutyl Phthalate (BBP)	85-68-7	ND	ND	ND	0.003
Bis-(2-ethylhexyl) Phthalate (DEHP)	117-81-7	ND	ND	ND	0.003
Diisononyl Phthalate (DINP)	28553-12-0 68515-48-0	ND	ND	ND	0.010
Diisodecyl Phthalate (DIDP)	26761-40-0 68515-49-1	ND	ND	ND	0.010
Di-n-Hexyl phthalate (DHP/DnHP)	84-75-3	ND	ND	ND	0.003
Diisobutyl phthalate (DIBP)	84-69-5	ND	ND	ND	0.003
Di-n-pentyl phthalate (DPP/DPenP)	131-18-0	ND	ND	ND	0.003
Dicyclohexyl phthalate (DCHP)	84-61-7	ND	ND	ND	0.003

Test Item(s)	CAS No.	Result(s) (%)			MDL (%)
Specimen No.	--	13	14	15	--
Dibutyl Phthalate (DBP)	84-74-2	ND	ND	ND	0.003
Benzylbutyl Phthalate (BBP)	85-68-7	ND	ND	ND	0.003
Bis-(2-ethylhexyl) Phthalate (DEHP)	117-81-7	ND	ND	0.076	0.003
Diisononyl Phthalate (DINP)	28553-12-0 68515-48-0	ND	ND	ND	0.010
Diisodecyl Phthalate (DIDP)	26761-40-0 68515-49-1	ND	ND	ND	0.010
Di-n-Hexyl phthalate (DHP/DnHP)	84-75-3	ND	ND	ND	0.003
Diisobutyl phthalate (DIBP)	84-69-5	ND	ND	ND	0.003
Di-n-pentyl phthalate (DPP/DPenP)	131-18-0	ND	ND	ND	0.003
Dicyclohexyl phthalate (DCHP)	84-61-7	ND	ND	ND	0.003

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Test Item(s)	CAS No.	Result(s) (%)			MDL (%)
Specimen No.	--	16	17	18	--
Dibutyl Phthalate (DBP)	84-74-2	ND	ND	ND	0.003
Benzylbutyl Phthalate (BBP)	85-68-7	ND	ND	ND	0.003
Bis-(2-ethylhexyl) Phthalate (DEHP)	117-81-7	0.070	ND	0.005	0.003
Diisononyl Phthalate (DINP)	28553-12-0 68515-48-0	ND	ND	ND	0.010
Diisodecyl Phthalate (DIDP)	26761-40-0 68515-49-1	ND	ND	ND	0.010
Di-n-Hexyl phthalate (DHP/DnHP)	84-75-3	ND	ND	ND	0.003
Diisobutyl phthalate (DIBP)	84-69-5	ND	ND	ND	0.003
Di-n-pentyl phthalate (DPP/DPenP)	131-18-0	ND	ND	ND	0.003
Dicyclohexyl phthalate (DCHP)	84-61-7	ND	ND	ND	0.003

Test Item(s)	CAS No.	Result(s) (%)			MDL (%)
Specimen No.	--	19	20	21	--
Dibutyl Phthalate (DBP)	84-74-2	ND	ND	ND	0.003
Benzylbutyl Phthalate (BBP)	85-68-7	ND	ND	ND	0.003
Bis-(2-ethylhexyl) Phthalate (DEHP)	117-81-7	ND	ND	ND	0.003
Diisononyl Phthalate (DINP)	28553-12-0 68515-48-0	ND	ND	ND	0.010
Diisodecyl Phthalate (DIDP)	26761-40-0 68515-49-1	ND	ND	ND	0.010
Di-n-Hexyl phthalate (DHP/DnHP)	84-75-3	ND	ND	ND	0.003
Diisobutyl phthalate (DIBP)	84-69-5	ND	ND	ND	0.003
Di-n-pentyl phthalate (DPP/DPenP)	131-18-0	ND	ND	ND	0.003
Dicyclohexyl phthalate (DCHP)	84-61-7	ND	ND	ND	0.003

Test Item(s)	CAS No.	Result(s) (%)			MDL (%)
Specimen No.	--	22	23	24	--
Dibutyl Phthalate (DBP)	84-74-2	ND	ND	ND	0.003
Benzylbutyl Phthalate (BBP)	85-68-7	ND	ND	ND	0.003
Bis-(2-ethylhexyl) Phthalate (DEHP)	117-81-7	ND	ND	ND	0.003
Diisononyl Phthalate (DINP)	28553-12-0 68515-48-0	ND	ND	ND	0.010
Diisodecyl Phthalate (DIDP)	26761-40-0 68515-49-1	ND	ND	ND	0.010
Di-n-Hexyl phthalate (DHP/DnHP)	84-75-3	ND	ND	ND	0.003
Diisobutyl phthalate (DIBP)	84-69-5	ND	ND	ND	0.003
Di-n-pentyl phthalate (DPP/DPenP)	131-18-0	ND	ND	ND	0.003
Dicyclohexyl phthalate (DCHP)	84-61-7	ND	ND	ND	0.003

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Specimen Description:

1. Silvery coating on fabric (Bag)
2. White fabric w/ white, black coating (Sewn-in label)
3. Blue plastic (Zipper teeth)
4. Transparent plastic (Zipper teeth)
5. Black plastic sheet (Gasket)
6. Black plastic (Zipper teeth)
7. Black soft plastic (Zipper hand)
8. Black woven w/ black plastic sheet backing (Bag)
9. White woven w/ white plastic sheet backing (Bag)
10. Green woven w/ green plastic sheet backing (Bag)
11. Red fabric w/ red plastic sheet backing (Bag)
12. Black plastic (Buckle)
13. Bright silvery plastic sheet (Lining)
14. Transparent plastic sheet (Bag)
15. Dark blue soft plastic (Logo)
16. Light grey soft plastic (Logo)
17. Dull blue fabric w/ dull blue plastic sheet backing (Bag)
18. Black fabric w/ black plastic sheet backing (Bag)
19. Blue soft plastic (Logo)
20. Grey soft plastic (Logo)
21. Translucent plastic sheet (Lining)
22. White foam (Lining)
23. Wine red plastic (Zipper teeth)
24. Off-white woven w/ off-white plastic sheet backing (Edging)

- Note:
- % = percentage by weight
  - MDL = Method Detection Limit
  - ND = Not Detected (lower than MDL)

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**The Phthalates Content Requirement(s) is(are) Summarize as below:**

Requirement(s)	Permissible Limit
<b>US 16 CFR Part 1307</b>	
- Toys for children up to 12 or childcare articles for children up to 3	- DEHP, BBP, DBP, DINP, DIBP, DPENP, DHEXP, and DCHP ≤ 0.1%
<b>Consumer Product Safety Improvement Act of 2008</b>	
- Toys for children up to 12 or childcare articles for children up to 3	- DEHP, BBP or DBP ≤ 0.1%
- Toys for children up to 12 that can be placed in the mouth or childcare articles for children up to 3	- DINP, DNOP or DIDP ≤ 0.1%
<b>California Proposition 65 (Out-of-court settlement)</b>	
- Bags	≤ 0.1% each of DEHP, BBP, DBP, DIDP, DINP and DnHP Otherwise warning

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**CPSC 16 CFR 1303 - Lead in Paint/Similar Surface Coating Materials**

Method: With reference to CPSC-CH-E1003-09.1 - Standard Operating Procedure for Determining Lead (Pb) in Paint and Other Similar Surface Coatings

Test Item(s)	Lead (Pb)
Permissible Limit (ppm)	90
Specimen Description	Result(s) (ppm)
1. White w/ black coating on fabric (Sewn-in label)	ND
2. Silvery coating on fabric (Bag)	ND

- Note:
- ppm = parts per million
  - ND = Not Detected (lower than MDL)
  - MDL = Method Detection Limit = 10 ppm
  - 1% = 10000 mg/kg = 10000 ppm

The below note(s) is(are) applicable in case the relevant superscript(s) and symbol(s) was(were) shown in the result table:

- + Composite test has been performed as per client’s request and the results are calculated using the minimum specimen weight
- <sup>Δ</sup> Test result is over the action limit as suggested by CPSC-CH-E1003-09.1. As the result is based on composite test and falls into an uncertain range, where “Pass” or “Fail” cannot be truly defined, “Interim-Fail” is given since the specimen may possibility fail according to the regulatory limit. Individual test is highly recommended to determine the exact Lead content in each component. The decision rule has prescribed in the regulation or standard, conformity reporting will base on the standard.
- \* Exceeds Permissible Limit

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**CPSIA - Lead in Paint/Similar Surface Coating Materials**

Method: With reference to CPSC-CH-E1003-09.1 - Standard Operating Procedure for Determining Lead (Pb) in Paint and Other Similar Surface Coatings

Test Item(s)	Lead (Pb)
Permissible Limit (ppm)	90
Specimen Description	Result(s) (ppm)
1. White w/ black coating on fabric (Sewn-in label)	ND
2. Silvery coating on fabric (Bag)	ND

- Note:
- ppm = parts per million
  - ND = Not Detected (lower than MDL)
  - MDL = Method Detection Limit = 10 ppm
  - 1% = 10000 mg/kg = 10000 ppm

The below note(s) is(are) applicable in case the relevant superscript(s) and symbol(s) was(were) shown in the result table:

- + Composite test has been performed as per client's request and the results are calculated using the minimum specimen weight
- <sup>Δ</sup> Test result is over the action limit as suggested by CPSC-CH-E1003-09.1. As the result is based on composite test and falls into an uncertain range, where "Pass" or "Fail" cannot be truly defined, "Interim-Fail" is given since the specimen may possibility fail according to the regulatory limit. Individual test is highly recommended to determine the exact Lead content in each component. The decision rule has prescribed in the regulation or standard, conformity reporting will base on the standard.
- \* Exceeds Permissible Limit

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**CPSIA - Lead in Accessible Substrate Materials**

Method (non-metallic materials): With reference to CPSC-CH-E1002-08.3 - Standard Operation Procedure for Determining Total Lead (Pb) in Non-Metal Children Product

Method (metal materials): With reference to CPSC-CH-E1001-08.3 - Standard Operating Procedure for Determining Total Lead (Pb) in Children’s Metal Products (Including Children’s Metal Jewelry)

Test Item(s)	Lead (Pb)
<b>Permissible Limit <sup>**</sup>(ppm)</b>	100
<b>Specimen Description</b>	<b>Result(s) (ppm)</b>
1. Blue non-woven w/ blue fabric thread (Bag)	ND
2. White non-woven w/ white fabric thread (Bag)	ND
3. Black non-woven w/ black fabric thread (Bag)	ND
4. Blue woven band (Zipper tape)	ND
5. Blue plastic (Zipper teeth)	ND
6. White fabric (Sewn-in label)	ND
7. White woven band (Zipper tape)	ND
8. Transparent plastic (Zipper teeth)	ND
9. Purple non-woven w/ purple fabric thread (Bag)	ND
10. Brown non-woven w/ brown fabric thread (Bag)	ND
11. Black plastic sheet (Gasket)	ND
12. Grey non-woven w/ grey fabric thread (Bag)	ND
13. Wine red non-woven w/ wine red fabric thread (Bag)	ND
14. Black fabric (Bag)	ND
15. Black woven band (Zipper tape)	ND
16. Black plastic (Zipper teeth)	ND
17. Bright black fabric (Bag)	ND
18. Blue colored series fabric (Bag)	ND
19. Black colored series fabric (Bag)	ND
20. Black woven thin cord (Bag)	ND
21. Black woven band (Bag)	ND
22. Black mesh (Bag)	ND
23. Black woven thick cord (Bag)	39
24. Black soft plastic (Zipper hand)	ND
25. Light blue fabric w/ light blue fabric thread (Bag)	ND
26. Dark blue fabric w/ dark blue fabric thread (Bag)	ND
27. Yellow fabric w/ yellow fabric thread (Bag)	ND
28. Silvery fabric w/ silvery fabric thread (Bag)	ND
29. Dark grey fabric (Bag)	ND
30. Orange fabric w/ orange fabric thread (Bag)	ND
31. Grey fabric (Bag)	ND
32. Black w/ grey woven band (Ring)	ND
33. Black woven band (Elastic band)	ND
34. Grey woven cord (Bag)	ND

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Test Item(s)	Lead (Pb)
Permissible Limit **(ppm)	100
Specimen Description	Result(s) (ppm)
35. Grey woven band (Fixings)	ND
36. White mesh (Bag)	ND
37. Cream fabric (Bag)	ND
38. Light grey fabric (Bag)	ND
39. Blue fabric (Bag)	ND
40. Off-white woven w/ off-white plastic sheet backing (Edging)	ND
41. Black woven w/ black plastic sheet backing (Bag)	ND
42. White woven w/ white plastic sheet backing (Bag)	ND
43. Green woven w/ green plastic sheet backing (Bag)	ND
44. Red fabric w/ red plastic sheet backing, red fabric thread (Bag)	ND
45. Black woven band (Edging)	ND
46. Black plastic (Buckle)	ND
47. Bright silvery plastic sheet (Lining)	ND
48. Transparent plastic sheet (Bag)	ND
49. White hook & loop fastener (Bag)	ND
50. Dark blue soft plastic (Logo)	ND
51. Light grey soft plastic (Logo)	ND
52. Dull blue fabric w/ dull blue plastic sheet backing, dull blue fabric thread (Bag)	ND
53. Grey-white woven band (Edging)	ND
54. White woven band (Bag)	ND
55. Black fabric w/ black plastic sheet backing (Bag)	ND
56. Blue soft plastic (Logo)	ND
57. Grey soft plastic (Logo)	ND
58. Translucent plastic sheet (Lining)	ND
59. Brown paper sheet (Bag)	ND
60. Red non-woven (Bag)	ND
61. Black hook & loop fastener (Bag)	ND
62. White foam (Lining)	ND
63. Purple non-woven (Bag)	ND
64. Wine red fabric (Bag)	ND
65. Wine red woven band (Zipper tape)	ND
66. Wine red plastic (Zipper teeth)	ND
67. Silvery metal oval zipper hand	33
68. Grey metal decorative pattern zipper hand	22
69. Silvery metal eyelet	ND
70. Silvery metal ring under eyelet	ND

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Test Item(s)			Lead (Pb)
Permissible Limit **(ppm)			100
Specimen Description	Alias No.	Tracing No.	Result(s) (ppm)
71. Grey metal thin eyelet	2	5	ND
72. Grey metal thin ring under eyelet	2	6	ND
73. Grey metal ring (Zipper hand)	2	7	23
74. Grey metal thick eyelet	2	8	ND
75. Grey metal thick ring under eyelet	2	9	21
76. Silvery metal decorative pattern zipper hand	2	10	26
77. Silvery metal rectangle zipper hand	2	11	16
78. Silvery metal small zipper hand	2	12	12

\*\* Permissible Limit applies to a children's product manufactured after 14 August 2011 (Public Law 110-314 (Consumer Product Safety Improvement Act of 2008) and its Amendments Public Law 112-28)

- Note:
- ppm = parts per million
  - ND = Not Detected (lower than MDL)
  - MDL = Method Detection Limit = 10 ppm
  - 1% = 10000 mg/kg = 10000 ppm

The below note(s) is(are) applicable in case the relevant superscript(s) and symbol(s) was(were) shown in the result table:

- <sup>Δ</sup> Test result is over recommended action limit (80% of the regulatory limit). As the result is based on composite test and falls into an uncertain range, where "Pass" or "Fail" cannot be truly defined, "Interim-Fail" is given since the specimen may possibility fail according to the regulatory limit. Individual test is highly recommended to determine the exact Lead content in each component. The decision rule has prescribed in the regulation or standard, conformity reporting will base on the standard.
- + Composite test has been performed as per client's request and the results are calculated using the minimum specimen weight
- \* Exceeds Permissible Limit

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**FDA 21 CFR 177.1520 - PE**

Method: With reference to 21 CFR 177.1520

Test Item(s)	1	Permissible Limit
1. Density (g/cm <sup>3</sup> )	0.86	0.85 – 1.00
2. Maximum extractable fraction in n-hexane (w/w)	0.5%	5.5% at 50°C
3. Maximum soluble fraction in xylene (w/w)	2.6%	11.3% at 25°C

Specimen Description:

1. White foam (Linning)

- Note:
- % = percentage by weight
  - g/cm<sup>3</sup> = gram per cubical centimeter
  - °C = degree Celsius
  - < = less than

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**US FDA 21 CFR 177.1350 (Ethylene-Vinyl Acetate Copolymer) –  
Determination of Amount of Net Chloroform Soluble Extractives**

Method : With reference to US FDA 21 CFR 177.1350 and 21 CFR 176.170 (c).

Extractants	Test Condition	Result (mg/inch <sup>2</sup> )	Reporting Limit (mg/inch <sup>2</sup> )	Permissible Limit (mg/inch <sup>2</sup> )
		1		
Distilled Water	120°F for 24 hours	ND	0.2	0.5
<b>Comment</b>	--	PASS	--	--

**Sample Description :**

1. Transparent plastic film (Lining)

- Note :
1. mg/inch<sup>2</sup> = milligram per square inch
  2. °F = degrees Fahrenheit
  3. ND = Not Detected

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**US California Proposition 65 – Total Lead Content**

Method: With reference to CPSC-CH-E1003-09.1 - Standard Operating Procedure for Determining Lead (Pb) in Paint and Other Similar Surface Coatings

Method (non-metallic materials): With reference to CPSC-CH-E1002-08.3 - Standard Operation Procedure for Determining Total Lead (Pb) in Non-Metal Children Product

Method (metal materials): With reference to CPSC-CH-E1001-08.3 - Standard Operating Procedure for Determining Total Lead (Pb) in Children’s Metal Products (Including Children’s Metal Jewelry)

Analysis was performed by Inductively Coupled Plasma Optical Emission Spectrometer (ICP-OES) / Inductively Coupled Plasma Mass Spectrometry (ICP-MS)

Test Item(s)	Lead (Pb)
Specimen Description	Result(s) (ppm)
1. Blue non-woven w/ blue fabric thread (Bag)	ND
2. White non-woven w/ white fabric thread (Bag)	ND
3. Black non-woven w/ black fabric thread (Bag)	ND
4. Blue woven band (Zipper tape)	ND
5. Blue plastic (Zipper teeth)	ND
6. White fabric (Sewn-in label)	ND
7. White woven band (Zipper tape)	ND
8. Transparent plastic (Zipper teeth)	ND
9. Purple non-woven w/ purple fabric thread (Bag)	ND
10. Brown non-woven w/ brown fabric thread (Bag)	ND
11. Black plastic sheet (Gasket)	ND
12. Grey non-woven w/ grey fabric thread (Bag)	ND
13. Wine red non-woven w/ wine red fabric thread (Bag)	ND
14. Black fabric (Bag)	ND
15. Black woven band (Zipper tape)	ND
16. Black plastic (Zipper teeth)	ND
17. Bright black fabric (Bag)	ND
18. Blue colored series fabric (Bag)	ND
19. Black colored series fabric (Bag)	ND
20. Black woven thin cord (Bag)	ND
21. Black woven band (Bag)	ND
22. Black mesh (Bag)	ND
23. Black woven thick cord (Bag)	39
24. Black soft plastic (Zipper hand)	ND
25. Light blue fabric w/ light blue fabric thread (Bag)	ND
26. Dark blue fabric w/ dark blue fabric thread (Bag)	ND
27. Yellow fabric w/ yellow fabric thread (Bag)	ND
28. Silvery fabric w/ silvery fabric thread (Bag)	ND

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Test Item(s)	Lead (Pb)
Specimen Description	Result(s) (ppm)
29. Dark grey fabric (Bag)	ND
30. Orange fabric w/ orange fabric thread (Bag)	ND
31. Grey fabric (Bag)	ND
32. Black w/ grey woven band (Ring)	ND
33. Black woven band (Elastic band)	ND
34. Grey woven cord (Bag)	ND
35. Grey woven band (Fixings)	ND
36. White mesh (Bag)	ND
37. Cream fabric (Bag)	ND
38. Light grey fabric (Bag)	ND
39. Blue fabric (Bag)	ND
40. Off-white woven w/ off-white plastic sheet backing (Edging)	ND
41. Black woven w/ black plastic sheet backing (Bag)	ND
42. White woven w/ white plastic sheet backing (Bag)	ND
43. Green woven w/ green plastic sheet backing (Bag)	ND
44. Red fabric w/ red plastic sheet backing, red fabric thread (Bag)	ND
45. Black woven band (Edging)	ND
46. Black plastic (Buckle)	ND
47. Bright silvery plastic sheet (Lining)	ND
48. Transparent plastic sheet (Bag)	ND
49. White hook & loop fastener (Bag)	ND
50. Dark blue soft plastic (Logo)	ND
51. Light grey soft plastic (Logo)	ND
52. Dull blue fabric w/ dull blue plastic sheet backing, dull blue fabric thread (Bag)	ND
53. Grey-white woven band (Edging)	ND
54. White woven band (Bag)	ND
55. Black fabric w/ black plastic sheet backing (Bag)	ND
56. Blue soft plastic (Logo)	ND
57. Grey soft plastic (Logo)	ND
58. Translucent plastic sheet (Lining)	ND
59. Brown paper sheet (Bag)	ND
60. Red non-woven (Bag)	ND
61. Black hook & loop fastener (Bag)	ND
62. White foam (Lining)	ND
63. Purple non-woven (Bag)	ND
64. Wine red fabric (Bag)	ND
65. Wine red woven band (Zipper tape)	ND
66. Wine red plastic (Zipper teeth)	ND
67. Silvery metal oval zipper hand	33
68. Grey metal decorative pattern zipper hand	22
69. Silvery metal eyelet	ND
70. Silvery metal ring under eyelet	ND
71. Grey metal thin eyelet	ND

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Test Item(s)	Lead (Pb)
Specimen Description	Result(s) (ppm)
72. Grey metal thin ring under eyelet	ND
73. Grey metal ring (Zipper hand)	23
74. Grey metal thick eyelet	ND
75. Grey metal thick ring under eyelet	21
76. Silvery metal decorative pattern zipper hand	26
77. Silvery metal rectangle zipper hand	16
78. Silvery metal small zipper hand	12
79. White w/ black coating on fabric (Sewn-in label)	ND
80. Silvery coating on fabric (Bag)	ND

- Note:
- ppm = parts per million
  - ND = Not Detected (lower than MDL)
  - 1% = 10000mg/kg=10000ppm
  - MDL = Method Detection Limit =10 ppm

The below note(s) is(are) applicable in case the relevant superscript(s) and symbol(s) was(were) shown in the result table:

- + Composite test has been performed as per client's request and the results are calculated using the minimum specimen weight
- \* Exceed Permissible Limit

**Remark: Summary of permissible limit(s) of Lead requirement otherwise warning label required.**

Requirement(s)	Permissible Limit of Lead (ppm)	Effective Date
California Proposition 65 (Out-of-court Settlement for tool bags/holders, combo bags, construction bags, tote bags, and other bags used to carry tools or other objects)	90	Current
California Proposition 65 (Out-of-court Settlement for bags)	100	Current

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**US FDA Compliance Policy Guides Section 545.500 (CPG 7117.05) - Extractable Lead Content**

Method: With reference to ASTM C738-94 (reapproved 2020)  
 Analysis was performed by Atomic Absorption Spectrometer (AAS)

**Specimen Description:** 1. Bright silvery foil

Trial No.	Extract Volume (ml)	Lead (mcg/ml)
1	100	< 0.10
2	100	< 0.10
3	100	< 0.10
4	100	< 0.10
5	100	< 0.10
6	100	< 0.10
Average :		< 0.10
Permissible Limit of average of 6 units intended for use by adults:		7.0
Permissible Limit of any one of 6 units for intended for used by children:		0.5

- Note:
- mm = millimeter
  - ml = milliliter
  - mcg/ml = microgram per milliliter = ppm
  - < = less than

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**Canada Consumer Product Safety Act (S.C. 2010, c. 21), Toys Regulations (SOR/2011-17) amended up to January 11, 2019 (Including amendments SOR/2012-71, SOR/2016-195, SOR/2016-302 and SOR/2018-138) - Section 23 (a) and Section 23 (c) - Lead and Mercury in surface coating material**

Method: With reference to Canada Health Product Safety Bureau, Reference Manual Book 5 – Laboratory Policies and Procedures, Part B: Test Methods Section, Method C-02.2:2017 and C-07:2019

Test Item(s)	Pb	Hg
Permissible Limit (mg/kg)	90	ND
Specimen Description	Result(s) (mg/kg)	
1. White w/ black coating on fabric (Sewn-in label)	ND	ND
2. Silvery coating on fabric (Bag)	ND	ND

- Note:
- mg/kg = milligram per kilogram
  - ND = Not Detected (lower than MDL)
  - MDL = Method Detection Limit = 10 mg/kg
  - The action level of Mercury is 10 mg/kg according to the Industry guide to Health Canada’s Safety Requirements for Children’s Toys and Related Products, 2012

The below note(s) is(are) applicable in case the relevant superscript(s) and symbol(s) was(were) shown in the result table:

- + Composite test has been performed as per client’s request and the results are calculated using the minimum specimen weight
- \* Exceed Permissible Limit

Remark:

When statement of conformity is made, unless the decision rule was mentioned in above specified test items, the decision rule would be based on the non-binary statement with guard band (is equal to the expanded measurement uncertainty with a 95% coverage probability,  $w = U_{95}$ ) in ILAC-G8:09/2019 Clause 4.2.3.

“Pass - the measured value is within (or below / above) the acceptance limit, where the acceptance limit is below / above to the guard band.” or “Pass - The measured values were observed in tolerance at the points tested. The specific false accept risk is up to 2.5%.”.

“Fail - the measured value is out of (or below / above) the tolerance limit added / subtracted to the guard band.” or “Fail - One or more measured values were observed out of tolerance at the points tested”. The specific false reject risk is up to 2.5%.

“Inconclusive – It is not possible to state the conformity. Either one or more measured values were observed in the portion of the expanded measurement uncertainty intervals at the points tested where the specific risk is up to 50%.”

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Sample Picture (As received)



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Sample Picture (As received)

Pic.5



Pic.6



Pic.7



Pic.8



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Sample Picture (As received)



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Sample Picture (As received)

Pic.17



Pic.18



Pic.19



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\*\*\* End of Report \*\*\*

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