

PASS

Test Report No.: 168513764a 001 Page 1 of 5

Client: BioLogiQ Inc

3834 Professional Way, Idaho Falls, ID83402

Identification/ Model No(s):

Cutlery set (knife, fork, spoon) in natural color - PP with plant based materials

Sample obtaining method: Sending by customer

Condition at delivery: Test item complete and undamaged.

Sample Receiving date: 2024-11-14, 2024-11-17

Testing Period: 2024-11-21 to 2024-11-27

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:

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

For and on behalf of

TÜV Rheinland (Shenzhen) Co., Ltd.

2024-11-28

Gray Z. D. Zhang / Technical Manager

may shan

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.



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Sample List:

Sample No.	Material	Color	Location
M001	Plastic	Brown	Spoon



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Overall Results:

Test No.	est No. Tested Item Co	
1	Extractive Substances for Olefin Polymers	Pass



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Results:

1. 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 hours / boiling under reflux
Xylene	Totally dissolved at 120°C, cool down at 5°C

Test No.: T001			
Sample No.:	o.: M001		
Parameter	Unit	Result	Limit
n-Hexane	%	0.6	6.4
Xylene	%	0.9	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		l lm:t	Description	Maximum extractable fraction in	
		Onit	Description	n-Hexane	Xylene
		% Polypropylene	6.4	9.8	
0	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



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Sample picture(s):







Product

-END-



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

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 see General Terms and Conditions of Business of TÜV Rheinland in Greater China ("GTCB") is
 die between the client and one or more member entities of TÜV Rheinland in Greater China as
 plicitable as the case may be ("TÜV Rheinland"). The Greater China hereof refers to the regions
 hin the territories of China. The client hereof includes:

- within the territories of China. The client hereof includes a natural person capable to form legally brinding contracts under the applicable laws who concludes the contract not for the purpose of a daily use; the incorporated or unincorporated entity duy organized, validly existing and capable to form legally brinding contracts under the applicable law. The organized organized in the contract of the client of any nature shall not apply and shall hereby be expressly excluded. No standard contractual terms and conditions of the client shall form part of the contract event if UV Phenishal does not explicitly object to the client of any standard contract or the contract or t 1.3

- Coming into effect and duration of contracts

 The contract shall come into effect for the agreed terms upon the gustation letter of TÜV Rheinland or a separate contractual document being signed by both contracting paries, or upon the works requested by the client being carried out by TÜV Rheinland, the client instructs TÜV Rheinland without receiving a quotation from TÜV Rheinland client, TüV
- 3.2
- 3.3

- Scope of services
 The scope and type of the services to be provided by TÜV Rheinland shall be specified in the contractually agreed service according to the service of TÜV Rheinland by both parties. If no such separate service contractually agreed service according to the service of the ser

- sardicular. TÜV Rhehland shall assume no responsibility for the construction, selection of materials and assembly of installations examined, not for their use and application in accordance with regulations, unless these questions are expressly covered by the contract. In the case of inspection work, TÜV Rhehland shall not be responsible for the accuracy or checking of the use of the properties of the selection of the selection

- 5.4
- samples and/or the materials, etc.). Beliade, the relevant regrit rees mail to bothe by the client. Performance periodisdates.

 The contractually agreed periodisdates of performance are based on estimates of the work involved which are prepared in line with the details provided by the client. They shall only be binding theirg confirmed as binding by TUV Rheinland in writing.

 It binding periods of performances have been agreed, these periods shall not commence until the It binding periods of performance have been agreed. The periodisc shall not commence until the Articles 5.1 and 5.2 also apply, even without express approval by the client, to all extensions of agreed periodisdates of performance not caused by TUV Rheinland.

 TUV Rheinland is not responsible for a delay in performance, in particular if the client has not fulfilled its duties to cooperate in accordance with cliuse 6.1 or has not done so in time and, in particular, has not provided TUV Rheinland is deliged due to unforseeable icrumstances such as force majeure, strikes, business disniptions, governmental regulations, transport obstacles, etc., TUV Rheinland is entitled to postopine performance for a reasonable period of time which corresponds at least to the duration of the hindrance plus any time period which may be required to resurre
- tormance. client is obliged to comply with legal, officially prescribed and/or by the accreditor prescribed clients, is the client's responsibility to agree on performance dates with TUV Rheinland, which the client to comply with the legal and/or officially prescribed deadlines. TUV Rheinland unues no responsibility in this respect unless TUV Rheinland expressly and of the client and the clien

- The client's obligation to cooperate
 The client's obligation to cooperate
 The client shall guarantee that all cooperation required on its part, its agents or third parties will be
 provided in good time and at no cost to TUV Rheinland.
 Design documents, supplies, auxiliary staff, etc. necessary for performance of the services shall be
 made available free of charge by the delient. Microever, soldboardies action of the client must be
 made available free of charge by the delient. Microever, soldboardies action of the client must be
 prevention instructions. And the client represents and warrants that:
 he product, service or management system to be certified complies with applicable laws and
 rank-lificins; and 6.2

- a) It has required statutory quantuments.

 b) the product, service or management system to be certified complies with applications and paginations; and paginations; and paginations are supported by the product of the product of the paginations and paginations are supported by the product of the paginations and paginations are supported by the pagination of the paginatio

- 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 the price list of TVD whenland valid at the time of performance. Unless otherwise agreed, work shall be invoiced according to the progress of the work. If the execution of an order excession over more than one month and the value of the contract or the time excession of an order excession over more than one month and the value of the contract or the demand payments on account or in instalments.
- 7.2 7.3

- 8.2
- 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 rebates shall be granted.

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

 In cases of default of payment, TUV Rheinland shall be entitled to claim default interest at the applicable short remain interest are publicly amounced by a reputable commercial bank in the country where TUV Rheinland is located. At the same time, TUV Rheinland reserves the right to
- country where TUV Rheinland is located. At use sattre wire, to the condition where dramages. Should the client default in payment of the invoice despite being granted a reasonable grace period, TUV Rheinland shall be entitled to cancel the contract, whidraw the certificate, claim damages for non-performance and refuse to continue performance of the contract. The provisions set forth in article 4.8 thall also apply in cases involving returned cheques, cessation of payment, commencement of insolvency proceedings asparist the clern's assets or cases in which the commencement of insolvency proceedings has been dismissed due to buck of assets. Objections to the invoices of TÜV Rheinland shall be submitted in writing within two weeks of receipt

- TÜV Rheinland shall be entitled to raise its fees at the beginning of a month if overheads and/or purchase costs have increased. In this case, TÜV Rheinland shall notify the client in writing of the rise in fees. This notification shall be issued one month pror 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 remains under 5% 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 deemed to have been agreed upon by the time of the exploy of the notice period fees shall be deemed to have been agreed upon by the time of the exploy of the notice period fees shall be CNN shall have the right at all times to settled ray amount due or possible by the client, including but not limited to settld against any fees paid by the client under any contracts, agreement and/or orders/quotations reached with TVN Rheinland. TVN Rheinland actions to settled the settled to the client under any contracts, agreement and/or orders/quotations reached with TVN Rheinland. TVN Rheinland TVN Rheinland.

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- and/or orders/quotations reached with TUV Rheinland.

 Acceptance of work

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- To expenses the service is not called within one year after the corder has been placed. The client reserves the right to prove that the TUX Pheiniand has incurred no damage whatsoever or only a considerably lower damage than the above mentioned lump sum.

 10. Confidentiality

 10.1

 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, tampble or intangble, that are supplied, transferred or a marketing techniques and materials papels or intangble, that are supplier, transferred or the control of the control
- documentation purposes required ory whoe, regument——— of TUV Rheinland. From the start of the contract and for a period of three years after termination or expiry of the contract, the receiving party shall maintain sirtic searcey of all confidential information and shall not disclose this information to any third parties or use it for itself. 10.7

- disclose this information to any third parties or use I for Itself.

 Copyrights and rights of use, publications
 TUV Rheniand shall retain all exclusive copyrights in the reports, expert reports/opinions, test.
 TUV Rheniand shall retain all exclusive copyrights in the reports, expert reports/opinions, test.
 Told Rheniand shall retain a separate experts of the reports by TUV Rheniand, unless
 otherwise agreed by the parties in a separate agreement. As the owner of the copyrights, TUV
 Rheniands in few to grant others the right to use the work results for individual or all types of use
 (right of use)
 The client receives simple, unfinited, non-tanterable, non-sublicensable right of use to the
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- on of work results.

 Any publication or duplication of the work results for advertising purposes or any further use of the work results beyond the scope regulated in clause 11.2, and any quotation of the introduction of TUV. Rhesitand need the prior witten approval of TUV Rheinland in each individual case. Besides, the relevant rules (including but not limited to specific applicable testing and certification rules, etc.). TUV Rheinland may revoke a once given approval according to clause 11.5 at any time without stating reasons. In this case, the client is obliged to stop the transfer of the work results immediately at his own expense and, as far as postable, to withdraw publications. Work results immediately at his own expense and, as far as postable, to withdraw publications.
- 11.6

- client to use the corporate logo, corporate design or testicification mark of TÜV Rheinland.

 Liability of TÜV Rheinland is the statest permitted by applicable law, in the event of a breach reinfluence and the state of the legal basis, to the full of TÜV Rheinland for all dimages, losses and reinfluencement of expenses caused by TÜV Rheinland state lagging representatives and/or employees shall be limited to: (i) in the case of a contract of the native permitted and the state of the
- Rhenland shall be only misses to with seen to exceed the amount in local control, misses the seen amount in local control cont
- sopiles.

 TOV Rheinland shall not be liable for the acts of the personnel made available by the client to support TOV Rheinland shall not be liable for the acts of the personnel made available is regarded as variance agent of TOV Rheinland. If TOV Rheinland in the personnel made available is regarded as variance agent of TOV Rheinland. If TOV Rheinland is not liable for the acts of the personnel made available by the client under the foregoing provision, the client shall will be considered as a considered

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 regulations of national and international export control law.

The performance of a contract with the client is subject to the proviso that there are no obst performance due to national or international foreign trade legislations or embargos sanctions. In the event of a violation, TÜV Rheinland shall be entitled to terminate the immediate effect and the client shall compensate for the losses incured thereof by TÜV Rh

sensuaux. If the event of a violation, TUV Rheinland shall be entitled to terminate the contract with immediate effect and the client shall compensate for the losses incured theree by TUV Rheinland.

Data protection notice

The client understands and agrees that TÜV Rheinland processes personal data (including but not limited to the standard of the client and its related partice (including but not limited to the supplier of the client of protein of the filling this contract. The client confirms that it has obtained the prior consent of the data subject, which entities TÜV Rheinland to access, use, or process the personal data that the client collected or processed by the standard and the contract. The client collected to TÜV Rheinland. For certain services, we may also process sensitive personal data. TUV Rheinland will use and process the data in accordance with the relevant legal basis. If any personal data has to be disclosed of a was collected, the client also confirms that it has obtained the prior consent of the data subject. TUV Rheinland will care post of consider a data transies of the client also confirms that it has obtained the prior consent of the data subject. TUV Rheinland will be measured to consider a data transies of the client also confirms that it has obtained the prior consent of the data subject outry. TUV Rheinland via lace measures to avoid any leakage, abuse, manipulation, damage or country. TUV Rheinland via lace measures to avoid any leakage, abuse, manipulation, damage or corresponding reason for deletion arises. Data subjects may exercise the following rights: right of collection, right of deletion, right of deletion, right of deletion, right of deletion, right of processing imitation, right of objection, right of deletion and a ray time with effect for the tuture, as well as the right to a complaint with the competent data protection information. Two can contact the Group Data Protection Officer of TÜV Rheinland by e-mail at dataprotection @tuv.com or by post at the following addre

- nation 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. Charges apply if the test samples are stored at the premises 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 or is storage at their premises,
- using its pupy it list less basilises are soluted as the presence has one formation. The code to pleaning elements sample in colorometations are given to the client to be placed in storage at their premises, the 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 TUV Rheinland upon request promptly and free of charge. If the client, in response to such a request, is incapable of making available the reference samples and/or documentation, any liability claims for material and percuriarly damage resulting from the respective testing and certification star is toroight forward by The retention period for the documentation shall be 10 (ten) years after the exply of the test mark conflicates. The start must be conflicted to the start of the costs of the handover and dispatch of the test samples for storage on the client's premises are borne by the client. TUV Rheinland will be liable for the loss of test samples or reference samples from the taborisations or varieties.

- borne by the client. TÜV Rheinland will be liable for the loss of test samples or reference samples from the laboratorise or warehouse of TÜV Rheinland only in case of pross negligence.

 nation of the contract

 Nowthethanding clause 3.3 of the GTCB, TÜV Rheinland and the client are entitled to terminate the contract in its entirety or, in the case of services combined in one contract, 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 contract climbia. The services will be softened to also (6) weeke in case TÜV Rheinland is prevented from performing the services with six (6) months' notice to the end of the contractually agreed ferm. The notice period shall be shortened to also (6) weeke in case TÜV Rheinland is prevented from performing the services with six (6) months' notice to the dividence of the contract whooled bearing any liabilities and the client shall pay the relevant service fees for the services provided by TÜV Rheinland due to the termination date of the contract. The aforesaid good causes includes but not limited to fellowing:

 on the company which are relevant for certification are visited to the contract whose the company which are relevant for certification are used to the contract of the relevant of any serious mirrorise contract of the contract of the

- example during the performance of monitoring audits). Clause 16.3 applies accordingly.

 17. Force Majeure

 17. Force Majeure

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 18. Force Majeure

 18. Service M

- ip The Parties are bound to perform their contractual duties even if events have rendered performance more onerous than could reasonably have been anticipated at the time of the conclusion of the

- The Parlies are bound to personn treat owners and the size of the conclusion or trecorriect.

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- agreement on the utility and the myself progress 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 the clauser 17.1.

 Should one or several of the provisions under the contract and/or these terms and conditions be or become ineffective, the contracting parties shall replace the invalid provision with a legally valid provision that comes closest to the content of the invalid provision in legal and commercial terms. Unless otherwise spitulation in the contract, the governing law of the contract and these terms and conditions shall be chosen following the rules as below.

 The contracting parties linering speed that the contract and these terms and conditions shall be governed by the laws of the People's Republic of China.

 If VIV Rehelmand in question is legally registered and existing in Taiwan, the contracting parties hereby age registered and existing in Taiwan, the contracting parties hereby age registered and existing in Taiwan, the contracting parties hereby agree that the contract and these terms and conditions shall be governed by the laws of Taiwan. 19.3

- hereby agree that the contract and these terms and conditions shall be governed by use was uniformative. If TUV Rheinland in question is legally registered and existing in Hong Kong, the contracting parties hereby agree that the contract and these terms and conditions shall be governed by the laws of Hong Kong.

 Any dispute in connection with the contract and these terms and conditions or the execution thereof shall be settled friendly through negotiations. The settlement or no agreement in respect of the extension of the negotiation period can be reached within two months of the artisting of the dispute, the dispute shall be submitted. In the case of TUP Rheinland in question being legally registered and existing in the People's Republic of China, to China International Economic and Trade Arbitration Commission (CIETAC) to be settled by arbitration under the Arbitration Russ of CIETAC in force when the arbitration is submitted. The arbitration shall take place in Beling, Shanghai, Shenzhen or Chongring as accorporately chosen by the claiming party.
- submitted. The arbitration shall take place in Beijing, Shanghai, Shenzhen or Chongqing us appropriately closen by the claiming party, in the case of TDV Rheinland in question being legally registered and existing in Talwan, to Chinese Arbitration Association, Talgei to be arbitrated in accordance with its fem current Rules of Arbitration. The arbitration shall take place in Talpei. In the case of TDV Rheinland being legally registered and existing in Hong Kong, to Hong Kong International Arbitration Centre (HKAC) to be settled by arbitration under the HKACA Administered Arbitration Susmitted in accordance with these rules. The arbitration shall take piace in Hong Kong. The decision of the relevant arbitration tribunal shall be final and binding on both parties. The arbitration fee shall be borne by the losing party.