Test Report -Product



Test Report No.: 168513764b 001

Page 1 of 5

Client:	BioLogiQ Inc		
	3834 Professional Way, Idaho Falls, ID83402		
Identification/ Model No(s):	Straw 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:	2024-11-17		
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 PASS 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.

mayshang

2024-11-28 Date Gray Z. D. Zhang / Technical Manager 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.

TÜV Rheinland (Shenzhen) Co., Ltd. · Floor 1-5, Block 5, No.: 1100, Huanli Road, Yungu Community, Xinhu Street, Guangming District, Shenzhen, Guangdong Province, P.R. China Tel.: (86) 755 8268 1188 · Fax: (86) 755 2603 7102 · Mail: <u>service-gc@tuv.com</u> · Web: <u>www.tuv.com</u>



Test Report No.: 168513764b 001

Page 2 of 5

Sample List:

Sample No.	Material	Color	Location
M002	Plastic	Natural	Straw



Test Report No.: 168513764b 001

Page 3 of 5

Overall Results:

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



Test Report No.: 168513764b 001

Page 4 of 5

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 2 hours / boiling under reflux	
n-Hexane		
Xylene Totally dissolved at 120°C, cool down at 5		

Test No.:	T001 M002		
Sample No.:			
Parameter	Unit	Result	Limit
n-Hexane	%	2.1	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:

Categ	norv*	Unit	Description	Maximum extractable fraction in	
Gale	JOIY	onic	Description	n-Hexane	Xylene
1	1. %		Polypropylene	6.4	9.8
2.	1. %		Polyethylene for use in articles that contact food except for articles used for packing or holding food during cooking	5.5	11.3
Ζ.	2.	%	Polyethylene for use in articles used for packing or holding food during cooking	2.6	11.3
3.1	3.1.a % alkenes having articles that con		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
* Most common categories acc. to FDA 21 CFR 177.1520(c) are displayed.					

Products



Test Report No.: 168513764b 001

Page 5 of 5

Sample picture(s):



M002

-END-



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

- ope ese General Terms and Conditions of Business of TÜV Rheinland in Greater China ("GTCB") is de between the client and one or more member entities of TÜV Rheinland in Greater China as plicable as the case may be ("TÜV Rheinland"). The Greater China hereof refers to the regions hin the territories of China. The client hereof includes: 1. (i)
- The territories of china: The claim hereon includes. Ja person capabile to form legally binding contracts under the applicable laws who concludes tract not for the purpose of a daily use; supported or unincorporated entity duly organized, validly existing and capable to form legally contracts under the applicable law. (11) 1.2
- Indiag contracts under the applicable law. The following terms and conditions apply to agreed services including constancy services, information, delverties and similar services as well as ancillary services and other secondary obligations provide within its escope i contract performance. In our apply and within the scope of contract performance and not exply and hall hereby be expressly excluded. No standard contractual terms and conditions of the client shall form apply of turker contract even if TUP thereins does not explicitly obligations provide the second second the contract even if TUP thereins does not explicitly obligation to them. The contract of an ongoing business relationship with the client, this GTCS shall also gaply to future courses to with better whom LTUP Kneinsing having terter to them segmental and provide the terms of the contract of an ongoing business relationship with the client, this GTCS shall also gaply to future courses to with better whom LTUP Kneinsing having terter to them segmental provides the second secon 1.3
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uucrations Inless otherwise agreed, all quotations submitted by TÜV Rheinland can be changed by TÜV theinland without notice prior to its acceptance and confirmation by the other party.

- Anteniano wimout notice prior to is acceptance and commanion by the other party. Coming its effects and duration of contractat The contract shall come into effect for the agreed terms upon the quotation letter of TUV Rhenland or a separatic contractual document being signed by both contracting parties, or upon the works requested by the client being carried out by TUV Rhenland. If the client instructs TUV Rhenland without receiving a quotation from TUV Rhenland (quotation), TUV Rhenland is, in its sole without receiving a quotation from TUV Rhenland (quotation), TUV Rhenland is, in the sole sent via electronic means) of by performing the requested services. The contract term attrast upon the coming into effect of the contract in contract in contract. If the contract provides for an extension of the contract. Here, the contract term will be extended by the term provides for a in the contract term, the contract term will be extended by the term provides for in the contract term. 3. 3.1
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- and assembly of installators exame no responsibility for the construction, selection of materials and assembly of installators examined, nor for their use and application in accordance with regulations, unless these questions are expressly covered by the contract. If the case of installators examined, nor for their tension and the transformation of the contract of the series of
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- samples and/or the materials, etc.), dealose, me relevant integrint reas manue de oone by the clerit. **Performance periodia/dates**The contractually agreed periodia/dates of performance are based on estimates of the work involved which are prepared in ine with the dealise provided by the client. They shall only be binding if being confirmed as binding by TUV Rheinland in writing. If binding periodia/dates of performance have been agreed, these periods shall not commence until the final shall be the shall be applied by the client. They shall not commence until the Andices 5.1 and 5.2 also apply, even without express approval by the client, to all extensions of agreed periodia/dates of performance not caused by TUV Rheinland. TUV Rheinland is not responsible for a delay in performance, in particular, the not nutil be performance in a provided TUV Rheinland with all documents and information required for the performance of the performance of TUV Rheinland is delayed due to unforeseable clicicumstances such as force majerue, strikes, business disruptions, governmental regulations, transport obstacles, etc., TUV Rheinland is and to the indicaroe plus any time period which may be required to returnes at a to the duration of the head difficially executed and which may be required to resume and the performance for a rescender business and histornations to the advection responds at last to the duration of the head difficially executed to resume the accention responds at last to the accretion conservibed and on the maximum to the accretion conservibed the accention responds at last to the accretion conservibed and the client conservibed to resume the accention conservibed to responde the advective to resume the accention accenter to the strict on conservibed and the the accretion conservibed the accention conservibed to responde the advective to resume the accention accenter business the advective to responde at the time the accention conservibed the accention accenter business 5.5
- formance. clemit so bigled to comply with legal, officially prescribed and/or by the accreditor prescribi-clemits, is the client's responsibility to agree on performance dates with TUV Rheinland, with table the client to comply with the legal and/or officially prescribed deadlines. TUV Rheinland urmes no responsibility in this respect unless TUV Rheinland expressly agreed in writir clically stating that ensuring the deadlines is the contractual obligation of TUV Rheinland. 56
- The client's obligation to cooperate The client's obligation to cooperate The client's abligurantee that all cooperation required on its part, its agents or third parties will be provided in good time and at no cost to TUV Rheninand. Design documents, supplies, auxiliary staff, etc. Increasary for performance of the services shall be modertainen in accordance with lengt provisions, stachable rates 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 minutions. 6. 6.2
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- Prices If the scope of performance is not haid 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 here lost list OT Wheinhand valid at the de performance. Unless otherwise agreed, work shall be invoiced according to the progress of the work. agreed fixed price secrets 22:8000 or equivalent much the braked or whet and and or the agreed fixed price secrets 22:8000 or equivalent value in local currency. TUV Rheinland may demand payments on account or in instalments. 7.2 7.3
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- 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, as discounts, the in cases of default of payment, TUV Rheinland shall be entitled to claim default interest at the applicable short the mion interest test publicly announced 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 ta locateo, At the sattle sime, Not Netward a reasonable grace period, daim further damages. Should the client default in payment of the invoice despite being granted realistice, claim damages for non-performance and refuse to continue performance of the contract. The privations set forth in article 4.8 thal also apply in cases involving returned cheques, cessation of payment, commencement of insolvency proceedings against the client's assets or cases in which the commencement of insolvency proceedings has been diminised use to lace of assets. Dejections to the invoices of TUV Rheinland shall be submitted in writing within two weeks of receipt the number of the solvency proceedings has been diminised use to lace 4.8 the solvence of the solvence of the solvence of the submitted in writing within two weeks of receipt the number of the solvence of the solvence of the submitted in writing within two weeks of receipt the number of the solvence 8.5
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- ... nd shall be entitled to demand appropriate advance payments. 8.7

- 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 increditation shall be used one month prior to the date on which here is in fees shall come into effect (period of notice of changes in fees). If the rise in hese remains under 5% per concerned shall be come to the start of t
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- and/or orders/quotations reached with TUV Rheinland. Acceptance of work Any part of the work result ordered which is complete in tself may be presented by TUV Rheinland for acceptance as an instalment. The client shall be obliged to accept it immediately. If acceptance as an instalment. The client shall be obliged to accept it immediately. If acceptance as an instalment, the client shall be obliged to accept it immediately. If acceptance is required or contractually agreed in an individual case, this shall be deemed to have saken place work (2) week after completion and handower of the work, unless the client relues and the second or acceptance due to insignificant treach of contract by TUV Rheinland. If acceptance is excluded according to the nature of the work performance of TUV Rheinland, the completion of the work shall take its place. During the Follow-Adatt tage, if the client was unable to make use of the time windows provided for within the scope of a certification procedure for auding/performance by TUV Rheinland, the cancele or postones a continematude teat within to (2) weeks befores the agreed date, TUV Rheinland is entitled to immediately charge a kurge-sum compensation of 10% of the order amount as compensation for expenses. The client reserves the right to prove that the TUV Rheinland has been used to the too the advectory of a considerably lower damage than the above lump sum-sentities to charge undersum date date within one year after the order has been placed. The client reserves the right to prove that the TUV Rheinland to incurred no damage whatsoever or oright considerably lower damage than the above mentioned lump sum.
- for expenses the right provision of the scene that and the above meritioned turns are under the cater transmitted to be any service of the scene transmitted turns and the scene term of the scene term o

- documentation purposes required or ytems, requirements — of TVD Rhelined. 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 strict scarcey of all confidential information and shall not disclose this information to any third parties or use it for itself. 10.7
- **11.** 11.1
- disclose the information is any third parties or use for itself. **Copyrights and rights of use, publication** mathematical and rights of use, publications propertifications, mainting, calculations, presentations at the properts by TUY Rheinland, unless otherwise agreed by the parties in a separate agreement. As the owner of the copyrights, TUV Rheinland is free to grant offsets the right to use the work results for individual or all types of use ("right of use"). The distribution of the intervision of the contract use the results of individual or all types of use ("right of use"). The distribution of the intervision of the contract use the results of individual or all types of use ("right of use"). The client results for individual or all types of use the parties in a separate agreement. The client may only use such reports, expert reports/pointers, ter reports results, results advalations, presentations etc. prepared within the scope of the contract for the contractually agreed purpose. The transfer of right of use of the generated work results regulated in clause 11.2 of the GTCE is adject to all payment of the remuneration agreed in favour of TUV Rheelmaid. The client may of right work results or advalations (The client may or hyperial parsing purpose). The instribution of clickation of the work results for advalating purposes are may there used the paralies purpose and on work results. Any publication or depletation of the work results for advalating purposes are may there used the work results beyond the scope regulated in clause 11.2, and any quotion of the introduction of TUV Rheinland met the prover time appropriated in clause 11.2, and any quotion of the introduction of TUV Rheinland met the prover time appropriated in each individual case. Bistoide, may any publication or depletation of the work results for advalation of the work results the paralities are strated in the scope of the contract. Therefore, the prover time appropriated in each individual case. Bistoide, the work resu 11.2
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- 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, TUV Rheinland shall be entitled to terminate the contri immediate effect and the client shall compensate for the losses incured thereof by TUV Rh 13.2 14.
 - sensors ... in the event of a volation, TUV Rheinland shall be entified to terminate the correct with immediate effect and the client shall compensate for the losses incured thered by TUV Rheinland. **Data protection notice**The destination of the client and the client and the client shall compensate personal data (including but not inner to the client and its related partice (including but not inner to the client and its related partice) (including but not inner to the client and its related partice) (including but not inner to the client and its related partice) (including but not inner to the client and its related partice) (including but not inner to the client and its related partice) (including but not inner to the state subject, which entities TUV Rheinland via client and process are process the top of the partice of processed by the state and transferred to TUV Rheinland. For certain services, we may also process sensitive personal data. TUV Rheinland will use and process restricts or process the state of the dist is under the dist of the dist in the observation of the data subject. TuV Rheinland will use and process restricts were say also process partice in the state of the dist is under the dist of the dist in the dist and the client of the dist and the dist is under the dist

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- Contentry, tion of test material and documentation The test samples submitted by the client to TUV 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 previses of TUV Rheinland. The cost of placing a test sample into storage will be disclosed to the client in the quotation. If herence samples of documentations are given to the client to be placed in storage at their premises, 15.2
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- borne by the client. TUV Rheinland will be liable for the loss of test samples or reference samples from the laboratories or warehoused TUV Rheinland only in case of gross negligence. **nation of the contract**Nonwithstanding clause 3.3 of the GTCB, TUV Rheinland and the client are entitled to terminate the contract in its entitiest or, in the case of services contrained in one contract, each of the contract of the southers of the contract and the client of the contract of the contract individually and fidegenderity of the contract individually and fidegenderity to prevent the remaining services with aix (6) month' notice to the end of the contractually agreed ferm. The notice period shall be contract thorized to be and of the contractually agreed ferm. The notice period shall be contractual to be laborated to as (6) evelose in case of services due to the contract. The allog shall be there inversiones due to contract. The allog shall be there inversiones the services are provided by TUV Rheinland drug consider giving a written notice to the client to terminate the contract. The allog shall be there inversiones the services are strained in the client of a service due to the client to result of a substantiane of the client cours and as a result the services provided by TUV Rheinland due to the termination date of the contract. The allog same the client cours of the services and the contract. The allog same the client cours and as a result the threaded in counters of service due to result of the client cours and the service of the services or allog services interpresentation, be the termination due to the service service may be allog services and the contract. The allog services interpresentation, be they retrinstant relationship. If a substantial fact, for ensorand by people disc cortic is the prodiment of the contract. The service of a service of a service of the service course and services are stated by the entities of the contract due services are stated by the service of the service course and as a result th
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- example during the performance of monitoring audits). Clause 16.3 applies accordingly.
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- 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
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- The Parties are bound to perform their burnerwards and the time of the conclusion or the contract. Development of this Clause, where a Party porces that: Networkstanding dependencies of the Clause, where a Party porces that: Development of the Clause, where a Party porces that the time of the conclusion or the development of the conclusion of the contract, and the theorem accessively onercure due to an event beyond its reasonable control which it could not reasonably have been expected to have taken into account at the time of the conclusion of the Clause, the neglistical alternative contractule terms which reasonable time of the invocation of the Clause, to neglistical alternative contractule terms which reasonable time of the the vocation of the Development of the to agree alternative contractual terms are provided in that paragraph. The Party provides the loss agree alternative contractual terms are provided in that paragraph. The Party provides the loss agree method the agreement of the other Party **Development Development Developm** 18.3.

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- algestmin to the user Party. validity, written Grom, place of jurisdiction and dispute resolution All amendments and supplements in twice laws 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 legall valid provision that come doeset to the cortent of the invalid provision in legal and cormercial terms. Unless otherwise adjustation in the contract, the governing two of the cortract and these terms and conditions shall be chosen tollowing the tukes as below. the contracting parties hereity ages that the contract and these terms and conditions shall be governed by the laws of the People's Republic of China. If UV Phenland (negation is legally 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. a)
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- hereby agree that the contract and these terms and conditions shall be governed by use ways or Takwan. If TUV Rhenihand 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 added to the contract and these terms and conditions or the execution thereof shall be added to the contract and these terms and conditions or the execution thereof shall be added to the contract and these terms and conditions or the execution thereof shall be added to the contract and these terms and conditions or the execution thereof the dispute shall be submitted: In the case of TUV Rheninand 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 setted by arbitration under the Arbitration Rule of CIFAC in force when the arbitration submitted. The arbitration there target party. a)
- b)
- submitted. The schitzation hall take place in Beijing. Shanghai, Shenzhen or Chongang us appropriately Orsen by the claiming party, in the case of TÜV Rheinland in question being lengally registered and existing in Taiwar, to Chinese Arbitration Association, Taipei to be arbitrated in accostdnee with its then current Rules of Arbitration. The arbitration accustomer that the schematic strain and the schematic strain and the case of TÜV Rheinland being lengal registered and existing in Hong Kong, to Hong Kong International Arbitration Centre (HKAC) to be settied by arbitration nuder the HKKA Administered Arbitration Rules Torce when the Kole of Arbitration submitted in accordinace with these rules. The arbitration faile the relevant arbitration tribunal shall be final and binding on both parties. The arbitration length be relevant arbitration through a thal be final and binding on both parties. The arbitration length be scheme by the losing party.