

**Test Report No.: 178184242a 001**

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**Client:** **CANGSHAN FOODSERVICE PRODUCTS CO., LTD.**  
157 Yanhe Rd., Building 2, Qingdao Economic & Technological Development Zone

**Identification / Model No(s):** Silicone Spatulas  
HHS-10R New、HHS-14R New、HHS-16R New、HHS-10S New、  
HHS-14S New、HHS-16S New

**Sample obtaining method:** Sending by customer

**Condition at delivery:** Test item complete and undamaged.

**Sample Receiving date:** 2023-06-29

**Testing Period:** 2023-06-29 to 2023-07-05

**Place of testing:** Chemical laboratory Qingdao

**Test specification:****Test conclusion:**

Selected parameter(s) and condition(s) by client for the compliance with German §31 LFGB (Lebensmittel-, Bedarfsgegenstände- und Futtermittelgesetzbuch):

1 Sensorial examination	PASS
2 Remaining Peroxides (Silicone)	PASS
3 Extractive Substances	PASS
4 Colourfastness	PASS

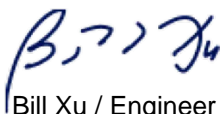
**Other Information:**

Remark: It was requested by applicant, only the selected material in the submitted sample was tested, the detail of tested material was listed in the result pages.

**For and on behalf of TÜV Rheinland / CCIC (Qingdao) Co., Ltd.**

2023-07-07

Date

  
Bill Xu / Engineer

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 a. m. 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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**Indication:** Food contact  
**Product:** Commodity, contact with foodstuff  
§ 2 (6) No. 1, German Food, Commodities and Animal Feed Code of Law (LFGB)

**Description of test specimen****Item**

- 1 Silicone Spatulas  
HHS-10R New、HHS-14R New、HHS-16R New、HHS-10S New、  
HHS-14S New、HHS-16S New

**1. Material List:**

Sample No.	Material	Color	Location
1	Whole Product	White/dark brown	Refer to photo
1A	Silicone	White	Refer to photo
1B	Plastic	Dark brown	Refer to photo

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**2. Overall Results:**

Test No.	Tested Item	Conclusion
1	Sensorial examination	PASS
2	Remaining Peroxides (Silicone)	PASS
3	Extractive Substances	PASS
4	Colourfastness	PASS

**3. Results**

**3.1 Sensorial examination**

Test method: It is examined to the extent of food simulant being used, which comes into contact with the product, undergoes detectable changes in taste and smell.

For this purpose, the food simulant was stored in the product under the below mentioned time and temperature. Afterwards, the food simulant was examined by an appropriate number of tasters with regard to any divergence in smell and taste. Another test sample, which was used as a reference, was treated by the same way except that it had no contact with the product to be tested.

*Before testing, the product had been cleaned according to the product's instruction manual or in the absence of such manual, by normal household cleaning.*

The test is carried out on the basis of DIN 10955:2023 by paired comparison test:

- Evaluation scheme:
- 0 = No perceptible difference
  - 1 = Just perceptible difference (still difficult to define)
  - 2 = Slight difference (possible to define)
  - 3 = Marked difference
  - 4 = Strong difference
  - Limit: 3 (failed)

The following food simulants and conditions were applied:

Food simulant	Test duration / Temperature
Water	2 hour(s) / 100 °C

Test No.:	1
Material No.:	1
<b>Parameter:</b>	<b>Result</b>
Transfer of Smell:	0
Transfer of Taste:	2

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**3.2 Remaining Peroxides (Silicone)**

Test method: The test was performed with reference to the 58<sup>th</sup> Communication on testing of plastics, Bundesgesundheitsbl. 40 (1997) 412

Limit: BfR Recommendations on Food Contact Materials (formerly "Plastics Recommendations") Part XV "Silicone"

Test No.:	1			
Sample No.:	1A			
<b>Parameter</b>	<b>Unit</b>	<b>RL</b>	<b>Result</b>	<b>Limit</b>
Peroxides	%	0.01	n.d.	n.d.

## Abbreviations:

% = Percentage

RL = Reporting Limit

n.d. = Not detected (<Reporting Limit)

< = Less than

**3.3 Extractive Substances**

Test method: The test was performed according to the 61<sup>st</sup> Communication on testing of plastics, Bundesgesundheitsbl. 46 (2003) 362

Limit: According to BfR Recommendations on Food Contact Materials (formerly “Plastics Recommendations”) Part XV “Silicone”

The following food simulant and condition was applied:

Food simulant	Test duration / Temperature
Acetic acid 3 %	2 hour(s) / 100 °C
Ethanol 50%	2 hour(s) / 100 °C

Test No.:	1		
Sample No.:	1A		
Parameter	Unit	Result	Limit
3% Acetic Acid	%	< 0.1	0.5
10% Ethanol	%	< 0.1	0.5

Abbreviations:

% = Percentage

< = Less than

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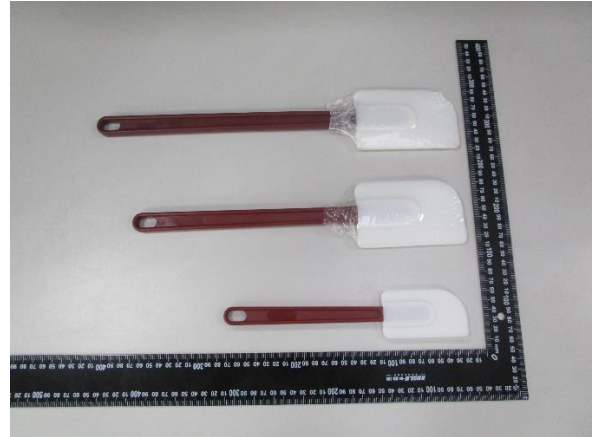
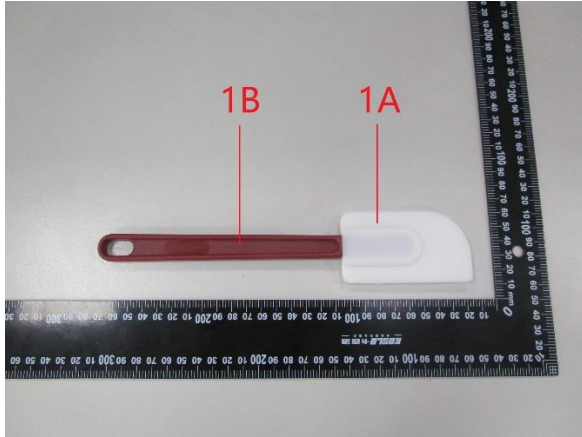
**3.4 Colourfastness**

Test method: 24th Communication on the testing of plastics in Bundesgesundheitsbl. 15 (1972) 285

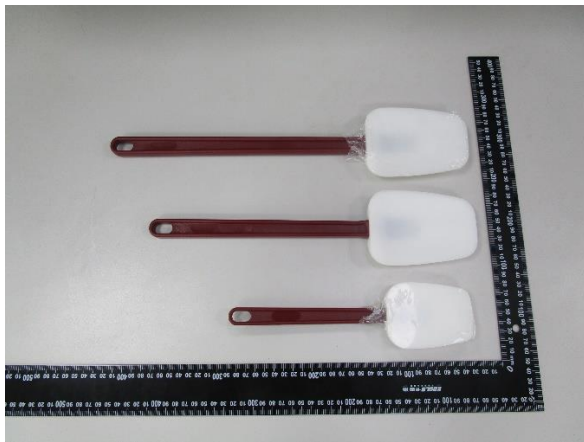
Requirement: BfR Recommendations on Food Contact Materials (formerly "Plastics Recommendations") Part IX "Colorants for Plastics and other Polymers used in Commodities" - *No transfer of colorants to foodstuffs is permitted*

Test No.:	1
Sample No.:	1B
<b>Parameter - Colourfastness to</b>	<b>Difference between blank and filter paper contacted with sample</b>
Oil	No

4. Sample picture(s):



Sample 1&1A&1B



- END -



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

TÜV Rheinland by e-mail at dataprotection@tvr.com or by post at the following address: TÜV Rheinland AG, c/o Group Data Protection Officer, Am Grauen Stein, 51105 Cologne, Germany.

**1. Scope**

1.1 These General Terms and Conditions of Business of TÜV Rheinland in Greater China ("GTBCB") is made between the client and one or more member entities of TÜV Rheinland in Greater China, Hong Kong and Taiwan. The client heretofore ("the Client").

(i) a natural person capable of entering into legally binding contracts under the applicable laws who concludes the contract not for the purpose of a daily use;

(ii) the incorporated or unincorporated entity duly organized, validly existing and capable to form legally binding contracts under applicable laws.

1.2 The following terms and conditions apply to agreed services including consultancy services, information, deliveries and similar services as well as ancillary services and other secondary obligations provided within the scope of contract provided by TÜV Rheinland.

1.3 Any standard terms and conditions 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 even if TÜV Rheinland does not explicitly object to them.

1.4 In the context of an ongoing business relationship with the client, this GTBCB shall also apply to future contracts with the client without TÜV Rheinland having to refer to them separately in each individual case.

**2. Quotations**

Unless otherwise agreed, all quotations submitted by TÜV Rheinland can be changed by TÜV Rheinland without notice prior to its acceptance and confirmation by the other party.

**3. Coming into effect and duration of contracts**

3.1 The contract shall come into effect for the agreed terms upon the quotation letter of TÜV Rheinland or a separate contractual document being signed by both contracting parties, or upon the works requested by the client being carried out by TÜV Rheinland. If the client instructs TÜV Rheinland without receiving a quotation from TÜV Rheinland (quotation), TÜV Rheinland is, in its sole discretion, entitled to apply the order by giving written notice of such acceptance (including notice sent via electronic means) or by performing the requested services.

3.2 The contract starts upon coming into effect of the contract in accordance with article 3.1 and shall continue for the term agreed in the contract.

3.3 If the contract provides for an extension of the contract term, the contract term will be extended by the term agreed in the contract unless terminated in writing by either party with a three-month notice prior to the end of the contractual term.

**4. Scope of services**

4.1 The scope and type of the services to be provided by TÜV Rheinland shall be specified in the contractually agreed service scope. TÜV Rheinland will be responsible for the design, development, implementation and maintenance of the services. If no such separate service scope of TÜV Rheinland exists, then the written confirmation of order by TÜV Rheinland shall be decisive for the service to be provided. Unless otherwise agreed, services beyond the scope of the service description (e.g. checking the correctness and functional integrity of parts, products and processes, and/or testing and/or listed in the service description, as well as the intended use and application of such) are not owed. In particular, no responsibility is assumed for the design, selection of materials, construction or intended use of an examined part, product, process or plant unless this is expressly stated in the order.

4.2 The agreed services shall be performed in compliance with the regulations in force at the time the contract is entered into.

4.3 TÜV Rheinland is entitled to determine, in its sole discretion, the method and nature of the assessment unless otherwise agreed in writing or if mandatory provisions require a specific procedure to be followed.

4.4 An execution of the work there shall be no simultaneous assumption of any guarantee of the correctness (proper quality) and working order of either tested or examined parts nor of the installation as a whole and its upstream and/or downstream processes, organizations, use and application in accordance with regulations, nor of the systems on which the installation is based. In particular, TÜV Rheinland shall assume no responsibility for the safety of the installation or the safety of the system or the safety of the system for their use and application in accordance with regulations, unless these questions are expressly covered by the contract.

4.5 In the case of inspection work, TÜV Rheinland shall not be responsible for the accuracy or checking of the safety programmes or safety regulations on which the inspections are based, unless otherwise expressly agreed in writing.

4.6 If mandatory legal regulations and standards or official requirements for the agreed service scope change after conclusion of the contract, with a written notice to the client, TÜV Rheinland shall be entitled to additional remuneration for resulting additional expenses.

4.7 The services to be provided by TÜV Rheinland under the contract are agreed exclusively with the client. A contract of third parties with the services of TÜV Rheinland, as well as making available of and justifying confidence in the work results (test reports, test results, expert reports, etc.) is not part of the agreed services. This also applies if the client passes on work results - in full or in extracts - to third parties in accordance with article 11.4.

4.8 The client understands and agrees that in order to perform the contract with TÜV Rheinland, the client may need to sign one or more contractual agreements with a/more third party(ies) and establish legal relationships with/third/those third party(ies) according to such contracts/agreements. TÜV Rheinland will merely bear the corresponding legal liability according to the contract and the direct services actually to be provided by our company in the service process. If the relevant services are not directly provided by TÜV Rheinland (including but not limited to any testing and certification services to be provided by third testing and certification bodies), TÜV Rheinland will provide the services to the client as agent for such relevant services. In order to achieve the purpose of the contract, the client hereby agrees that TÜV Rheinland can also subcontract to a third party to provide agency services, but TÜV Rheinland shall not bear any responsibility and/or risk for any services provided by third parties (including but not limited to the testing and/or certification services to be entrusted and/or applied for by our company on behalf of the client to other third testing and/or certification bodies, agency services provided by any other third agencies, etc.). Besides, the client shall be liable in connection with the relevant third parties (including but not limited to the testing and/or certification services) if the client is required to conduct any annual review/surveillance of the relevant testing and/or certification service results and pay additional fees in accordance with the relevant laws and regulations or the testing and certification rules, such fees are not within the scope of the contract price. The client shall timely perform the obligation of such annual review/surveillance and pay the corresponding fees, if the client fails to perform such obligations of the annual review/surveillance or fees payment, it may lead to adverse consequences, such as the relevant testing and/or certification rules, such fees are not within the scope of the contract price, which shall not be borne/liable by TÜV Rheinland.

4.9 For the service contents agreed in the contract, if the client requires TÜV Rheinland to deliver relevant test data, etc. to the relevant third parties, the client shall be responsible for the delivery of the data, while TÜV Rheinland shall not take any responsibilities or risks for any problems during such delivery and the transportation process (including but not limited to any loss or damages of the samples and/or the materials, etc.). Besides, the relevant freight fees shall be borne by the client.

**5. Performance periods/dates**

5.1 The contractually agreed periods/dates of performance are based on estimates of the work involved which are prepared in line with the data provided by the client. They shall only be binding if being confirmed as agreed by TÜV Rheinland in writing.

5.2 In binding periods of performance have been agreed, these periods shall not commence until the client has submitted all required data to TÜV Rheinland.

5.3 Articles 5.1 and 5.2 also apply, even without express approval by the client, to all extensions of agreed periods/dates of performance not caused by TÜV Rheinland.

5.4 TÜV Rheinland is not responsible for its own performance, in particular if the client has not fulfilled his duties to cooperate in accordance with clause 6.1 or has not done so in time and, in particular, has not provided TÜV Rheinland with all documents and information required for the performance of the service as specified in the contract.

5.5 If the performance of TÜV Rheinland is delayed due to unforeseeable circumstances such as force majeure, strikes, business disruptions, governmental regulations, transport obstacles, etc., TÜV Rheinland is entitled to postpone performance. In the event of a force majeure, the client shall be notified immediately and the duration of the hindrance plus any time period which may be required to resume performance.

5.6 If the client is obliged to comply with legal, officially prescribed and/or by the accreditor prescribed deadlines, it is the client's responsibility to agree on performance dates with the client, which enable the client to comply with the legal, officially prescribed and/or by the accreditor prescribed deadlines. In this respect, unless TÜV Rheinland expressly agreed in writing specifically stating that ensuring the deadlines is the contractual obligation of TÜV Rheinland.

**6. The client's obligation to cooperate**

6.1 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 TÜV Rheinland.

6.2 Design documents, supplies, auxiliary staff, etc. necessary for performance of the services shall be made available free of charge by the client. However, collaborative action of the client must be undertaken in accordance with legal requirements, standards, safety regulations and other relevant regulations. The client represents and warrants that:

a) it has required statutory qualifications;

b) the product, service or management system to be certified complies with applicable laws and regulations; and

c) if it doesn't have any illegal and dishonest behaviours or is not included in the list of Enterprises with Serious Illegal and Dishonest Acts of People's Republic of China.

If the client breaches the above legal and dishonest representations and warranties, TÜV Rheinland is entitled to immediately terminate the contractor/without prior notice; and i) withdraw the issued testing reports/certificates if any.

6.3 The client shall bear any additional cost incurred on account of work having to be redone or being delayed as a result of late, incorrect or incomplete information provided by or lack of proper cooperation from the client. Even where a fixed or maximum price is agreed, TÜV Rheinland shall be entitled to charge extra fees for such additional expense.

**7. Prices**

7.1 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 TÜV Rheinland valid at the time of performance.

7.2 Unless otherwise agreed, work shall be invoiced according to the progress of the work.

7.3 If the execution of an order extends over more than one month and the value of the contract or the agreed fixed price exceeds €2,500.00 or equivalent value in local currency, TÜV Rheinland may demand payments on account or in instalments.

**8. Payment terms**

8.1 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.

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

8.3 In cases of default of payment, TÜV Rheinland shall be entitled to claim default interest at the applicable short term loan interest rate as publicly announced by a reputable source and granted by the client. The interest shall be calculated from the date of default of payment. TÜV Rheinland reserves the right to claim further damages.

8.4 Should the client default in payment of the invoice despite being granted a reasonable grace period, TÜV Rheinland shall be entitled to terminate the contract, without being liable for contractual claims, non-performance and refuse to continue performance of the contract.

8.5 The provisions set forth in article 8.4 shall also apply in cases involving returned cheques, cessation of payment, commencement of insolvency proceedings against the client, asset protection of the client, the commencement of insolvency proceedings has been dismissed due to lack of assets.

8.6 Objections to the invoices of TÜV Rheinland shall be submitted in writing within two weeks of receipt of the invoice.

8.7 TÜV Rheinland shall be entitled to demand appropriate advance payments.

8.8 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 prior 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 the period of notice of changes in fees. If the contract is not terminated, the changed fees shall be deemed to have been agreed upon by the time of the expiry of the notice period.

8.9 Only legally established and undisputed claims may be offset against claims by TÜV Rheinland.

8.10 TÜV Rheinland shall have the right at all times to set off any amount due or payable by the client, including but not limited to set off against any fees paid by the client under any contracts, agreement and/or orders/quotations reached with TÜV Rheinland.

**9. Acceptance of work**

9.1 Any part of the work result ordered which is complete in itself may be presented by TÜV Rheinland for acceptance as an instalment. The client shall be obliged to accept it immediately.

9.2 If acceptance is required or contractually agreed in an individual case, this shall be deemed to have taken place two (2) weeks after the completion of the work, unless the client releases acceptance within this period stating at least one fundamental breach of contract by TÜV Rheinland.

9.3 The client is not entitled to refuse acceptance due to insignificant breach of contract by TÜV Rheinland, accepting it according to the nature of the work performance of TÜV Rheinland; the completion of the work shall take its place.

9.4 During the Follow-Up stage, if the client was unable to make use of the time windows provided for the scope of a certification or auditing performance by TÜV Rheinland, the client shall be deemed to be in default of the contract. If the client is unable to make use of the time windows or postpones a confirmed audit date within two (2) weeks before the agreed date, TÜV Rheinland is entitled to immediately charge a lump-sum compensation of 10% of the order amount, plus consequential expenses. The client reserves the right to prove that the TÜV Rheinland has incurred no damage whatsoever or only a considerably lower lump-sum than the above lump sum.

9.5 Insofar as the client has undertaken to accept services, TÜV Rheinland shall also be entitled to charge lump-sum damages in the amount of 10% of the order amount as compensation for expenses if the service is not called within one year after the order has been placed. The client reserves the right to prove that the TÜV Rheinland 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 contracts, pricing and financial information, customer and supplier information, and marketing techniques and materials, tangible or intangible, that are supplied, transferred or otherwise disclosed by one Party (the "disclosing party") to the other Party (the "receiving party"). In writing or orally, in printed or electronic form. Confidential information is expressly not the data and know-how collected, compiled or otherwise obtained by TÜV Rheinland (non-personal and not proprietary to the client) within the scope of the provision of services by TÜV Rheinland. TÜV Rheinland is entitled to store, use, further develop and pass on the data obtained in connection with the provision of services for the purposes of developing new services, improving services and analysing the provision of services.

10.2 The disclosing party shall mark all confidential information disclosed in written form as confidential before passing it on to the receiving party. The same applies to confidential information disclosed by e-mail. If confidential information is disclosed orally, the receiving party shall be appropriately informed in advance and the disclosing party shall confirm in writing the confidentiality nature of the information within five working days of the disclosure. If the disclosing party fails to do so within the stipulated period, the receiving party shall not take any confidential obligations hereunder towards its customer. The client shall avoid using any third party platform and/or system (e.g. Wechat, etc.) Unauthorized by TÜV Rheinland, the client shall not disclose confidential information to any third party, nor shall the client disclose confidential information to company email of TÜV Rheinland employees through its company email. If the client suffers from any losses or damages due to any theft or leakages to be caused by the adoption of all unauthorized content and/or sharing methods mentioned above, TÜV Rheinland shall be waived for any compensation liabilities.

10.3 All confidential information which the disclosing party transmits or otherwise discloses to the receiving party shall be treated as confidential information of work result. The receiving party shall be deemed to have accepted confidentiality of the information if it is used for the purposes of performing the contract, unless expressly otherwise agreed in writing by the disclosing party.

10.4 All confidential information shall remain the property of the disclosing party, unless this is necessary for fulfilling the purpose of the contract or TÜV Rheinland is required to pass on confidential information, inspection reports or documentation to the governmental authorities, judicial court, accreditation bodies or third parties for the purpose of the contract. Confidential information shall not be used for vehicle manufacturers/whole equipment manufacturers, test standards or test requirements providers of the client's test products and/or certified products, etc.) that are involved in the performance of the contract.

10.5 The receiving party may disclose any confidential information received from the disclosing party only to those of its employees who need this information to perform the services required for the contract. The receiving party undertakes to obligate these employees to observe the same level of secrecy as set forth in this confidentiality clause.

10.6 Information for which the receiving party can furnish proof that:

a) the disclosing party has given prior written notice of disclosure or has become general knowledge without violation of this confidentiality clause by the receiving party; or

b) it was disclosed to the receiving party by a third party entitled to disclose this information; or

c) the receiving party already possessed this information prior to disclosure by the disclosing party; or

d) the receiving party developed it itself, irrespective of disclosure by the disclosing party, shall not be deemed to constitute "confidential information" as defined in this confidentiality clause.

10.7 All confidential information shall remain the property of the disclosing party. The receiving party hereby undertakes to immediately (i) return all confidential information, including all copies, to the disclosing party, and/or (ii) on request by the disclosing party, to destroy all confidential information, including all copies, and to refrain from fulfilling the obligations of confidentiality. The disclosing party shall be entitled to request by the disclosing party but at the latest and without special request after termination or expiry of the contract. This does not extend to include reports and certificates prepared for the client solely for the purpose of fulfilling the obligations of confidentiality. The disclosing party shall be entitled to request by the disclosing party to immediately make file copies of such reports, certificates and confidential information that forms the basis for preparing these reports and certificates in order to evidence the correctness of its results and general documentation purposes required by laws, regulations and the requirements of working procedures of TÜV Rheinland.

10.8 From the start of the contract and for a period of three years after termination or expiry of the contract, the receiving party shall not disclose or use for its own benefit all confidential information and shall not disclose this confidential information to any third parties using it for its own benefit.

**11. Copyrights and rights of use, publications**

11.1 Copyrights shall remain all exclusive copyrights in the reports, expert reports/opinions, test results, calculations, presentations etc. prepared within the scope of the contract for the contractual agreed purpose.

11.2 The client reserves all remuneration agreed in favour of TÜV Rheinland for all damages, losses and reimbursement of expenses caused by TÜV Rheinland, its legal representatives and/or employees shall be limited to: (i) in the case of a contract for the recurring services, the agreed amount of the contract plus a fixed amount of 20,000 Euro or equivalent amount in local currency, plus a maximum of 20,000 Euro or equivalent amount in local currency; and (ii) in the case of a one-time contract, the agreed amount of the contract plus a fixed amount of 20,000 Euro or equivalent amount in local currency, plus a maximum of 20,000 Euro or equivalent amount in local currency.

11.3 The client may use work results only complete and unshortened. The client may only pass on the work results in full unless TÜV Rheinland has given its prior written consent to the partial passing on of work results.

11.4 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 TÜV Rheinland made prior written approval of TÜV Rheinland in each individual case. Besides, the client agrees that the aforesaid use shall comply with relevant applicable laws, regulations and relevant rules (including but not limited to specific applicable testing and certification rules, etc.).

11.5 TÜV 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 possible, to withdraw publications.

11.6 The consensual TÜV Rheinland publication or duplication of the work results does not entitle the client to use the corporate logo, corporate design or test/certification mark of TÜV Rheinland.

**12. Liability of TÜV Rheinland**

12.1 Irrespective of the legal basis, to the fullest extent permitted by applicable law, in the event of a breach of contractual obligation or tort, the liability of TÜV Rheinland for all damages, losses and reimbursement of expenses caused by TÜV Rheinland, its legal representatives and/or employees shall be limited to: (i) in the case of a contract with a fixed overall fee, three times the overall fee for the entire contract; (ii) in the case of a contract for the recurring services, the agreed amount of the contract plus a fixed amount of 20,000 Euro or equivalent amount in local currency, plus a maximum of 20,000 Euro or equivalent amount in local currency; and (iii) in the case of a one-time contract, the agreed amount of the contract plus a fixed amount of 20,000 Euro or equivalent amount in local currency, plus a maximum of 20,000 Euro or equivalent amount in local currency.

12.2 The limitation of liability according to article 12.1 above shall not apply to damages and/or losses caused by malice, intent or gross negligence on the part of TÜV Rheinland or its vicarious agents. Such limitation shall not apply to damages for a person's death, physical injury or illness.

12.3 In cases involving a fundamental breach of contract, TÜV Rheinland will be liable even where minor negligence is involved. For this purpose, a "fundamental breach" is breach of a material contractual obligation, the performance of which permits the due performance of the contract. Any claim for damages for a fundamental breach of contract shall be limited to the amount of damages reasonably foreseeable as a possible consequence of such breach of contract at the time of the breach (reasonably foreseeable damages), unless any of the circumstances described in article 12.2 applies.

12.4 TÜV Rheinland shall not be liable for the acts of the personnel made available by the client to support TÜV Rheinland in the performance of its services under the contract, unless such personnel made available is regarded as vicarious agent of TÜV Rheinland. If TÜV Rheinland is not liable for the acts of the personnel made available by the client under the foregoing provision, the client shall indemnify TÜV Rheinland against any claims made by third parties arising from or in connection with such personnel's acts.

12.5 Unless otherwise contractually agreed in writing, TÜV Rheinland shall only be liable under the contract to the client.

12.6 The limitation periods for claims for damages shall be based on statutory provisions.

12.7 None of the provisions of this article 12 changes the burden of proof to the disadvantage of the client.

**13. Export control**

13.1 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.

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

**14. Data protection notice**

The client understands and agrees that TÜV Rheinland processes personal data (including but not limited to personal information) of the client and its related parties (including but not limited to the supplier of the client) for the purpose of fulfilling this contract. The client confirms that it has obtained the prior informed consent of the data subject, who enters TÜV Rheinland's use, or processed the personal data that the client collected or processed by itself and transferred to TÜV Rheinland, for the purposes of the contract. The client also processes sensitive personal data. TÜV Rheinland will use and process the data in accordance with the relevant legal basis. If any personal data has to be disclosed or transferred to any third party or any overseas party outside the district in which the personal data was collected, TÜV Rheinland will ensure that it has obtained the prior consent of the data subject. TÜV Rheinland will carry out cross-border data transmission and protect the data in compliance with the privacy and personal data security related laws and regulations in China and the local country. TÜV Rheinland will take appropriate measures, such as encryption, manipulation, protection or unauthorized access of personal data. The personal data will be deleted immediately as soon as a corresponding reason for deletion arises. Data subjects may exercise the following rights: right of information, right of access, right of rectification, right of deletion, right of processing limitation, right of objection, right of data transferability. In addition, persons concerned by the data processing have the right to revoke their consent at any time with effect for the future, as well as the right to file a complaint with the competent data protection supervisory authority. For further details on the processing of personal data by TÜV Rheinland as the person responsible or contract processor, please refer to the respective data protection information. You can contact the Group Data Protection Officer of

**15. Retention of test material and documentation**

15.1 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.

15.2 Charges apply if the test samples are stored at the premises of TÜV Rheinland. The cost of placing a test sample in storage shall be disclosed to the client in writing at the end of the quotation.

15.3 If 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 TÜV Rheinland upon request promptly and free of charge. If the client, in response to a request, is incapable of making available the reference samples and/or documentation, any liability claims for material and pecuniary damage resulting from the respective testing and certification that is brought forward by the client against TÜV Rheinland shall be voided.

15.4 The retention period for the documentation shall be 10 (ten) years after the expiry of the test mark certificates or shall meet the applicable legal requirements for EU/EEC certificates of conformity and GS mark certificates.

15.5 The costs of the handover and dispatch of the test samples for storage on the client's premises are borne by the client. TÜV Rheinland will be liable for the loss of test samples or reference samples from the laboratories or warehouses of TÜV Rheinland only in case of gross negligence.

**16. Termination of the contract**

16.1 Notwithstanding clause 3.3 of the GTBCB, 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 contractually agreed term. The notice period shall be shortened to six (6) weeks in case TÜV Rheinland is prevented from performing the services due to a loss or suspension of its accreditation or certification.

16.2 For good cause, TÜV Rheinland may consider giving a written notice to the client to terminate the contract without 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 the following:

a) the client does not immediately notify TÜV Rheinland of changes in the conditions within the company which are relevant for certification or signs of such changes;

b) the client misses the deadline for payment of the remuneration to be paid until the end of the latest contract term as lump-sum compensation. The client reserves the right to prove that there is no damage or a considerably lower damage, TÜV Rheinland reserves the right to prove a considerably higher damage in individual cases;

c) in the event of several consecutive delays in payment (at least three times);

d) a substantial deterioration of the financial circumstances of the client occurs and as a result the payment claims of TÜV Rheinland under the contract are considerably endangered and TÜV Rheinland cannot reasonably be expected to continue the contractual relationship;

e) in the event of any serious misrepresentation, be it by intentional fraud or grossly negligent behavior of the client's managers, employees or agents of the client;

f) if TÜV Rheinland, for reasons beyond its control, is temporarily or finally not able or entitled to continue or finalize the performance of the service, e.g. in case of force majeure, government interference, sanctions, etc. or other;

g) if the country/region involved in the whole contract or the specific service project in the contract does not belong to the insurance coverage applicable to TÜV Rheinland, and TÜV Rheinland believes that there is a risk of some risks being borne by the client.

16.3 In the event of termination with written notice by TÜV Rheinland for good cause, TÜV Rheinland shall be entitled to a lump-sum claim for damages against the client if the conditions of a claim for damages exist. In this case, the client shall owe 10% of the remuneration to be paid until the end of the latest contract term as lump-sum compensation. The client reserves the right to prove that there is no damage or a considerably lower damage, TÜV Rheinland reserves the right to prove a considerably higher damage in individual cases.

16.4 TÜV Rheinland is also entitled to terminate the contract with written notice if the client has not been able to make use of the time windows for auditing / service provision provided by TÜV Rheinland within the scope of a certification procedure and the certificates therefore have to be withdrawn (for example during the performance of monitoring audits). Clause 16.3 applies accordingly.

**17. Force Majeure**

17.1 "Force Majeure" means the occurrence of an event or circumstance that prevents or impedes a Party from performing one or more of its contractual obligations under the contract, if and to the extent that that Party proves: (a) that such impediment is beyond its reasonable control; and (b) that it could not reasonably have been foreseen at the time of the conclusion of the contract; and (c) that the effects of the impediment could not reasonably have been avoided or overcome by the affected Party.

17.2 In the absence of proof to the contrary, the following events shall be presumed to be full conditions (a) and (b) under paragraph 1 of this Clause: (i) war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilization; (ii) civil war, riot, rebellion and revolution, strike or usurped power, insurrection, act of terrorism, sabotage or piracy; (iii) currency and trade restriction, embargo, sanction; (iv) act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalization; (v) plague, epidemic, natural disaster or extreme natural event; (vi) explosion, fire, destruction of equipment, prolonged break down of transport, telecommunication, information system or energy; (vii) general labor disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises.

17.3 The Party successfully invoking this Clause is relieved from its duty to perform its obligations under the contract and from any liability in damages or from any other contractual remedy for breach of contract, from the time at which the impediment causes inability to perform, provided that the notice thereof is given without delay. If notice thereof is not given without delay, the relief is ineffective from the time at which the impediment reaches the other Party. Where the effect of the impediment or event invoked is temporary, the above consequences shall apply only as long as the impediment invoked impedes performance by the affected Party. Where the duration of the impediment invoked has the effect of substantially depriving the contracting Parties of what they were reasonably entitled to expect under the contract, either Party has the right to terminate the contract by notification within a reasonable period of the other Party. Unless otherwise agreed, the Parties expressly agree that the contract may be terminated by either Party if the duration of the

**18. Hardship**

18.1 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 contract.

18.2 (a) The continued performance of its contractual duties has become excessively onerous 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 contract; and (b) it could not reasonably have avoided or overcome the event or its consequences; the Parties are bound, within a reasonable time of the invocation of this Clause, to negotiate alternative contractual terms which reasonably allow to overcome the consequences of the event.

18.3 Where Clause 18.2 applies, but where the Parties have been unable to agree alternative contractual terms as provided in that paragraph, the Party invoking this Clause is entitled to terminate the contract, but cannot request adaptation by the judge or arbitrator without the agreement of the other Party.

**19. Partial invalidity, written form, place of jurisdiction and dispute resolution**

19.1 All amendments and supplements must be in writing in order to be effective. This also applies to amendments and supplements to this clause 17.1.

19.2 Unless otherwise stipulated in the contract and/or these terms and conditions or if it becomes 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.

19.3 Unless otherwise stipulated in the contract, the governing law of the contract and these terms and conditions shall be chosen following the rules as below:

a) if TÜV Rheinland in question is legally registered and existing in the People's Republic of China, the contract and these terms and conditions shall be governed by the laws of the People's Republic of China;

b) if TÜV Rheinland in question 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;

c) if TÜV 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 finally through negotiations.

19.4 Unless otherwise stipulated in the contract, if no settlement or no agreement in respect of the extension of the negotiation period can be reached within two months of the arising of the dispute, the dispute shall be submitted:

a) in the case of TÜV Rheinland in question being legally registered and existing in the People's Republic of China, to the China International Economic and Trade Arbitration Commission (CIETAC) to be settled by arbitration under the Arbitration Rules of CIETAC in force when the arbitration is submitted. The arbitration shall take place in Beijing, Shanghai, Shenzhen or Chongqing as appropriately chosen by the claiming party;

b) in the case of TÜV Rheinland in question being legally registered and existing in Taiwan, to Chinese Arbitration Association, Taipei to be arbitrated in accordance with its then current Rules of Arbitration. The arbitration shall take place in Taipei;

c) in the case of TÜV Rheinland being legally registered and existing in Hong Kong, to Hong Kong International Arbitration Centre (HKIAC) to be settled by arbitration under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted in accordance with these rules. The arbitration shall take place in Hong Kong.

19.5 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.