TÜVRheinland®
Precisely Right.

Report No.:	326008964e 001
Client:	**FOXESS CO., LTD.**
Contact Information:	No.939, Jinhai Third Road, New Airport Industry Area, Longwan District, Wenzhou, Zhejiang, P.R. China
Identification/ Model No(s):	Rechargeable Li-ion Battery System EP10 EP11 EK11
Condition at delivery:	Test item complete and undamaged.
Sample Receiving date:	2023-11-09
Testing Period:	2023-11-09 to 2024-01-03
Place of testing:	Chemical laboratory Shanghai

Test Specification:	*Test result:*
Customer's requirement:	
1. Screening Test by XRF Spectroscopy According to RoHS (recast): Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment, 2011/65/EU Annex II and its amendment.	PASS

Other information:

Remark: All data refer to 244548516b 001.

For and on behalf of
TÜV Rheinland (Shanghai) Co., Ltd.

2024-03-26	Ryan Chen / Section Manager
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.

Material List:

Item: Rechargeable Li-ion Battery System

EP10 EP11 EK11

Material No.	Material	Color	Location
M001	Metal	silver	refer to photo
M002	Metal	silver	refer to photo
M003	Metal	silver	refer to photo
M004	Foam + adhesive	dark grey	refer to photo
M005	Coating	black	refer to photo
M006	Metal	silver	refer to photo
M007	Metal	silver	refer to photo
M008	Metal	silver	refer to photo
M009	Metal	silver	refer to photo
M010	Metal	silver	refer to photo
M011	Plastic	transparent	refer to photo
M012	Plastic	black	refer to photo
M013	Plastic	black	refer to photo
M014	Plastic	white	refer to photo
M015	Plastic	light blue	refer to photo
M016	Plastic	white/green	refer to photo
M017	Plastic	green	refer to photo
M018	Plastic	orange	refer to photo
M019	Plastic	white/orange	refer to photo
M020	Plastic	white/blue	refer to photo
M021	Plastic	blue	refer to photo
M022	Plastic	white/brown	refer to photo
M023	Plastic	brown	refer to photo
M024	Plastic	yellow/green	refer to photo
M025	Plastic	yellow	refer to photo
M026	Metal	silver	refer to photo
M027	Metal	silver	refer to photo
M028	Metal	silver	refer to photo

M029	Coating	dark grey/silver	refer to photo
M030	Ceramic	white/black	refer to photo
M031	Metal	silver	refer to photo
M032	Metal	silver	refer to photo
M033	Metal	silver	refer to photo
M034	Metal	silver	refer to photo
M035	Metal	silver	refer to photo
M036	Metal	black	refer to photo
M037	Metal	silver	refer to photo
M038	Metal	silver	refer to photo
M039	Metal	silver	refer to photo
M040	Metal	silver	refer to photo
M041	Metal	silver	refer to photo
M042	Metal	silver	refer to photo
M043	Metal	silver	refer to photo
M044	Metal	silver	refer to photo
M045	Metal	silver	refer to photo
M046	Metal	silver/grey	refer to photo
M047	Metal	silver	refer to photo
M048	Metal	silver	refer to photo
M049	Metal	silver	refer to photo
M050	Metal	silver	refer to photo
M051	Plastic	white	refer to photo
M052	Plastic	red	refer to photo
M053	Plastic	orange	refer to photo
M054	Plastic	black	refer to photo
M055	Plastic + adhesive	black	refer to photo
M056	Plastic	black	refer to photo
M057	Plastic	black	refer to photo
M058	Plastic	white	refer to photo
M059	Plastic	beige	refer to photo
M060	Plastic	black	refer to photo

M061	Plastic	black	refer to photo
M062	Plastic	black	refer to photo
M063	Plastic	orange	refer to photo
M064	Plastic	orange	refer to photo
M065	Plastic	black	refer to photo
M066	Plastic	red	refer to photo
M067	Plastic	black	refer to photo
M068	Plastic	white	refer to photo
M069	Foam + adhesive	black	refer to photo
M070	Solder	silver	refer to photo
M071	Metal	silver	refer to photo
M072	Metal	silver/black	refer to photo
M073	Metal	copper	refer to photo
M074	Plastic	black	refer to photo
M075	Plastic	white	refer to photo
M076	Foam + adhesive	grey	refer to photo
M077	Glue	black	refer to photo
M078	Metal	black	refer to photo
M079	Metal	silver	refer to photo
M080	Metal	silver	refer to photo
M081	Metal	silver	refer to photo
M082	Metal	silver	refer to photo
M083	Plastic	black	refer to photo
M084	Plastic	orange	refer to photo
M085	Plastic	grey	refer to photo
M086	Plastic	black	refer to photo
M087	Plastic	black	refer to photo
M088	Plastic	transparent	refer to photo
M089	Metal	silver	refer to photo
M090	Metal	silver	refer to photo
M091	Metal	silver	refer to photo
M092	Paper + printing + adhesive	white/black	refer to photo

M093	Plastic	red	refer to photo
M094	Plastic	grey	refer to photo
M095	Plastic	navy	refer to photo
M096	Plastic	black	refer to photo
M097	Metal	silver	refer to photo
M098	Metal	silver	refer to photo
M099	Plastic	black	refer to photo
M100	Plastic	white	refer to photo
M101	Plastic	black	refer to photo
M102	Plastic	white	refer to photo
M103	Plastic	red	refer to photo
M104	Plastic	black	refer to photo
M105	Plastic	red	refer to photo
M106	Plastic	yellow	refer to photo
M107	Plastic	orange	refer to photo
M108	Plastic	white	refer to photo
M109	Plastic	red	refer to photo
M110	Plastic	red	refer to photo
M111	Plastic	white	refer to photo
M112	Plastic	yellow	refer to photo
M113	Plastic	green	refer to photo
M114	Plastic	white	refer to photo
M115	Plastic	green	refer to photo
M116	Plastic	purple	refer to photo
M117	Plastic	blue	refer to photo
M118	Plastic	black	refer to photo
M119	Plastic	green	refer to photo
M120	Plastic	blue	refer to photo
M121	Plastic	red	refer to photo
M122	Plastic + adhesive	black	refer to photo
M123	Plastic	black	refer to photo
M124	Plastic	black	refer to photo

M125	Plastic	black	refer to photo
M126	Plastic	black	refer to photo
M127	Plastic	black	refer to photo
M128	Paper + printing + adhesive	white/black	refer to photo
M129	Electronic components	black	refer to photo
M130	Ceramic	black/white	refer to photo
M131	Electronic components	brown	refer to photo
M132	Ceramic	black/white	refer to photo
M133	Metal	silver	refer to photo
M134	Metal	silver	refer to photo
M135	PCB board	green	refer to photo
M136	PCB board	green	refer to photo
M137	Electronic components	white	refer to photo
M138	Electronic components	black	refer to photo
M139	Electronic components	black	refer to photo
M140	Electronic components	brown	refer to photo
M141	Electronic components	black	refer to photo
M142	Solder	silver	refer to photo
M143	Solder	silver	refer to photo
M144	Solder	silver	refer to photo
M145	Metal	silver/black	refer to photo
M146	Glue	white	refer to photo
M147	Electronic components	black	refer to photo
M148	Electronic components	grey	refer to photo
M149	Electronic components	black	refer to photo
M150	Electronic components	black	refer to photo
M151	Magnet	dark grey	refer to photo
M152	Electronic components	brown/red/black	refer to photo
M153	Electronic components	white	refer to photo
M154	Electronic components	black	refer to photo
M155	Electronic components	black	refer to photo
M156	Electronic components	black	refer to photo

M157	Electronic components	blue	refer to photo
M158	Electronic components	black	refer to photo
M159	Electronic components	black	refer to photo
M160	Electronic components	white	refer to photo
M161	Electronic components	black/white	refer to photo
M162	Electronic components	brown	refer to photo
M163	Electronic components	grey	refer to photo
M164	Electronic components	blue/black	refer to photo
M165	Electronic components	black	refer to photo
M166	Electronic components	white	refer to photo
M167	Electronic components	grey	refer to photo
M168	Electronic components	black	refer to photo
M169	Plastic	black	refer to photo
M170	Plastic + adhesive	yellow	refer to photo
M171	Metal	copper	refer to photo
M172	Metal	copper	refer to photo
M173	Metal	silver	refer to photo
M174	Metal	silver	refer to photo
M175	Metal	copper	refer to photo
M176	Metal	silver	refer to photo
M177	Electronic components	black	refer to photo
M178	Electronic components	brown/red/black	refer to photo
M179	Electronic components	black	refer to photo
M180	Plastic	black	refer to photo
M181	Metal	golden	refer to photo
M182	Metal	golden	refer to photo

Test Report No.: 326008964e 001

1.Screening Test by XRF spectroscopy

Test Method: Cadmium, Lead, Mercury, Chromium, Bromine
-- With reference to IEC 62321-3-1:2013

Test Result:

Material No.	Cd	Cr	Pb	Hg	Br
M001	BL	d*1	BL	BL	n.a.
M002	BL	BL	BL	BL	n.a.
M003	BL	d*1	BL	BL	n.a.
M004	BL	BL	BL	BL	BL
M005	BL	BL	BL	BL	BL
M006	BL	BL	BL	BL	n.a.
M007	BL	BL	BL	BL	n.a.
M008	BL	d*1	BL	BL	n.a.
M009	BL	d*1	BL	BL	n.a.
M010	BL	BL	BL	BL	n.a.
M011	BL	BL	BL	BL	BL
M012	BL	BL	BL	BL	BL
M013	BL	BL	BL	BL	BL
M014	BL	BL	BL	BL	BL
M015	BL	BL	BL	BL	BL
M016	BL	BL	BL	BL	BL
M017	BL	BL	BL	BL	BL
M018	BL	BL	BL	BL	BL
M019	BL	BL	BL	BL	BL
M020	BL	BL	BL	BL	BL
M021	BL	BL	BL	BL	BL
M022	BL	BL	BL	BL	BL
M023	BL	BL	BL	BL	BL
M024	BL	BL	BL	BL	BL
M025	BL	BL	BL	BL	BL
M026	BL	BL	BL	BL	n.a.
M027	BL	BL	BL	BL	n.a.
M028	BL	BL	BL	BL	n.a.
M029	BL	BL	BL	BL	BL
M030	BL	BL	BL	BL	n.a.
M031	BL	BL	BL	BL	n.a.
M032	BL	d*1	BL	BL	n.a.
M033	BL	d*1	BL	BL	n.a.
M034	BL	d*1	BL	BL	n.a.
M035	BL	BL	BL	BL	n.a.
M036	BL	BL	BL	BL	n.a.
M037	BL	d*1	BL	BL	n.a.

M038	BL	BL	BL	BL	n.a.
M039	BL	BL	BL	BL	n.a.
M040	BL	BL	BL	BL	n.a.
M041	BL	d*1	BL	BL	n.a.
M042	BL	d*1	BL	BL	n.a.
M043	BL	d*1	BL	BL	n.a.
M044	BL	d*1	BL	BL	n.a.
M045	d*1	BL	d*1	BL	n.a.
M046	BL	BL	BL	BL	n.a.
M047	BL	d*1	BL	BL	n.a.
M048	BL	d*1	BL	BL	n.a.
M049	BL	BL	BL	BL	n.a.
M050	BL	BL	BL	BL	n.a.
M051	BL	BL	BL	BL	BL
M052	BL	BL	BL	BL	BL
M053	BL	d*1	d*1	BL	BL
M054	BL	BL	BL	BL	BL
M055	BL	BL	BL	BL	BL
M056	BL	BL	BL	BL	d*1
M057	BL	BL	BL	BL	BL
M058	BL	BL	BL	BL	BL
M059	BL	BL	BL	BL	BL
M060	BL	BL	BL	BL	d*1
M061	BL	BL	BL	BL	d*1
M062	BL	BL	BL	BL	BL
M063	BL	BL	BL	BL	d*1
M064	BL	BL	BL	BL	d*1
M065	BL	BL	BL	BL	BL
M066	BL	BL	BL	BL	d*1
M067	BL	BL	BL	BL	BL
M068	BL	BL	BL	BL	BL
M069	BL	BL	BL	BL	BL
M070	BL	BL	BL	BL	n.a.
M071	BL	BL	BL	BL	n.a.
M072	BL	d*1	BL	BL	n.a.
M073	BL	BL	BL	BL	n.a.
M074	BL	BL	BL	BL	BL
M075	BL	BL	BL	BL	BL
M076	BL	BL	BL	BL	BL
M077	BL	BL	BL	BL	BL
M078	BL	BL	BL	BL	n.a.
M079	BL	d*1	BL	BL	n.a.
M080	BL	BL	BL	BL	n.a.

M081	BL	BL	BL	BL	n.a.
M082	BL	d*1	BL	BL	n.a.
M083	BL	BL	BL	BL	BL
M084	BL	BL	BL	BL	d*1
M085	BL	BL	BL	BL	BL
M086	BL	BL	BL	BL	BL
M087	BL	BL	BL	BL	BL
M088	BL	BL	BL	BL	BL
M089	BL	BL	BL	BL	n.a.
M090	BL	BL	BL	BL	n.a.
M091	BL	BL	BL	BL	n.a.
M092	BL	BL	BL	BL	BL
M093	BL	BL	BL	BL	BL
M094	BL	BL	BL	BL	BL
M095	BL	BL	BL	BL	BL
M096	BL	BL	BL	BL	BL
M097	BL	BL	BL	BL	n.a.
M098	BL	BL	BL	BL	n.a.
M099	BL	BL	BL	BL	d*1
M100	BL	BL	BL	BL	BL
M101	BL	BL	BL	BL	BL
M102	BL	BL	BL	BL	BL
M103	BL	BL	BL	BL	BL
M104	BL	BL	BL	BL	BL
M105	BL	BL	BL	BL	BL
M106	BL	BL	BL	BL	BL
M107	BL	BL	BL	BL	BL
M108	BL	BL	BL	BL	BL
M109	BL	BL	BL	BL	BL
M110	BL	BL	BL	BL	BL
M111	BL	BL	BL	BL	BL
M112	BL	BL	BL	BL	BL
M113	BL	BL	BL	BL	BL
M114	BL	BL	BL	BL	BL
M115	BL	BL	BL	BL	BL
M116	BL	BL	BL	BL	BL
M117	BL	BL	BL	BL	BL
M118	BL	BL	BL	BL	BL
M119	BL	BL	BL	BL	BL
M120	BL	BL	BL	BL	BL
M121	BL	BL	BL	BL	BL
M122	BL	BL	BL	BL	BL
M123	BL	BL	BL	BL	BL

M124	BL	BL	BL	BL	BL
M125	BL	BL	BL	BL	BL
M126	BL	BL	BL	BL	BL
M127	BL	BL	BL	BL	BL
M128	BL	BL	BL	BL	BL
M129	BL	BL	BL	BL	BL
M130	BL	d*1	BL	BL	n.a.
M131	BL	BL	BL	BL	BL
M132	BL	d*1	BL	BL	n.a.
M133	BL	BL	BL	BL	n.a.
M134	BL	BL	BL	BL	n.a.
M135	BL	BL	BL	BL	d*1
M136	BL	BL	BL	BL	BL
M137	BL	BL	BL	BL	BL
M138	BL	BL	BL	BL	BL
M139	BL	BL	BL	BL	BL
M140	BL	BL	BL	BL	BL
M141	BL	BL	BL	BL	BL
M142	BL	BL	BL	BL	n.a.
M143	BL	BL	BL	BL	n.a.
M144	BL	BL	BL	BL	n.a.
M145	BL	BL	BL	BL	n.a.
M146	BL	BL	BL	BL	BL
M147	BL	BL	BL	BL	BL
M148	BL	BL	BL	BL	BL
M149	BL	BL	BL	BL	BL
M150	BL	BL	BL	BL	BL
M151	BL	d*1	BL	BL	n.a.
M152	BL	BL	BL	BL	BL
M153	BL	BL	BL	BL	BL
M154	BL	BL	BL	BL	BL
M155	BL	BL	BL	BL	BL
M156	BL	BL	BL	BL	BL
M157	BL	BL	BL	BL	BL
M158	BL	BL	BL	BL	BL
M159	BL	BL	BL	BL	BL
M160	BL	BL	BL	BL	BL
M161	BL	BL	BL	BL	BL
M162	BL	BL	BL	BL	BL
M163	BL	BL	BL	BL	d*1
M164	BL	BL	BL	BL	d*1
M165	BL	d*1	BL	BL	BL
M166	BL	BL	BL	BL	BL

M167	BL	BL	BL	BL	BL
M168	BL	BL	BL	BL	d*1
M169	BL	BL	BL	BL	BL
M170	BL	BL	BL	BL	BL
M171	BL	BL	BL	BL	n.a.
M172	BL	BL	BL	BL	n.a.
M173	BL	BL	BL	BL	n.a.
M174	BL	d*1	BL	BL	n.a.
M175	BL	BL	BL	BL	n.a.
M176	BL	BL	BL	BL	n.a.
M177	BL	BL	BL	BL	BL
M178	BL	BL	BL	BL	BL
M179	BL	BL	BL	BL	BL
M180	BL	BL	BL	BL	BL
M181	d*1	BL	d*1	BL	n.a.
M182	d*1	BL	d*1	BL	n.a.

Abbreviation:

Pb	=	Lead
Cd	=	Cadmium
Hg	=	Mercury
Cr	=	Chromium
Br	=	Bromine
n.a.	=	Not applicable
BL	=	Below limit
OL	=	Over limit
d.	=	Detected

Remark:

(*1) The screening result was detected in the inconclusive region or over limits, thus the further wet chemistry tests are suggested.

(*2) Component(s)/ materials(s) with an area of less than 2 mm x 2 mm will not be selected for testing according to RoHS Directive 2011/65/EU due to technical reason.
For the test sample does not have detail materials information provided by client, visually identical materials (e.g. wire insulation, solder points, etc.) will be considered as the same material.
Solder points on a printing circuit board will be examined several times based on optical anomalies or discoloration of the solder point(s) unless the solder point(s) is obviously generated automatically during production.
All other materials will be sampled and tested at one test point representatively.

(*3) The Chromium (Cr) and Bromine (Br) in the above result table indicate the total chromium and total bromine by means of XRF screening. PBBs, or PBDEs content shall be further confirmed with reference to IEC 62321-6:2015.Chromium (VI) shall be further confirmed with reference to IEC 62321-7-1:2015, IEC 62321-7-2:2017 or EN ISO 17075-1:2017.

XRF Screening limits for different matrices :

	Concentration (%)				
Material	Cd	Cr	Pb	Hg	Br
Polymeric	BL≤0.006<X<0.014≤OL	BL≤0.064<X	BL≤0.067<X<0.133≤OL	BL≤0.066<X<0.134≤OL	BL≤0.029<X
Metallic	BL≤0.006<X<0.014≤OL	BL≤0.064<X	BL≤0.067<X<0.133≤OL	BL≤0.066<X<0.134≤OL	n.a.
Composite materials	BL≤0.004<X<0.016≤OL	BL≤0.044<X	BL≤0.047<X<0.153≤OL	BL≤0.046<X<0.154≤OL	BL≤0.024<X

Remark: The symbol “X” marks the region where further investigation is necessary.

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Cadmium, Lead, Chromium (VI), Mercury, Polybrominated biphenyls (PBB) and Polybrominated diphenyl ethers (PBDE)

Test Method: Total Cadmium, Lead, Mercury, Chromium
- Ref. to IEC 62321-4:2013+AMD1:2017 and IEC 62321-5:2013

Chromium (VI)
- For Metal material - Ref. to IEC 62321-7-1:2015
- For Polymer, Electronic material or others materials – Ref. to IEC 62321-7-2:2017

PBBs, PBDEs – Ref. to IEC 62321-6:2015

Test Result:

	Cd	Cr(VI)	Pb	Hg	PBBs	PBDEs
Maximum Permissible Limit (%)	0.01	0.1	0.1	0.1	0.1	0.1

Material No.	(%)					
	Cd	Cr^	Pb	Hg	PBBs	PBDEs
	RL (%)					
	0.001	0.001	0.001	0.001	0.01	0.01
M045	0.0087	n.a.	3.34 6(c)	n.a.	n.a.	n.a.
M053	n.a.	n.a.	< RL	n.a.	n.a.	n.a.
M056	n.a.	n.a.	n.a.	n.a.	< RL	< RL
M060	n.a.	n.a.	n.a.	n.a.	< RL	< RL
M061	n.a.	n.a.	n.a.	n.a.	< RL	< RL
M063	n.a.	n.a.	n.a.	n.a.	< RL	< RL
M064	n.a.	n.a.	n.a.	n.a.	< RL	< RL
M066	n.a.	n.a.	n.a.	n.a.	< RL	< RL
M084	n.a.	n.a.	n.a.	n.a.	< RL	< RL
M099	n.a.	n.a.	n.a.	n.a.	< RL	< RL
M135	n.a.	n.a.	n.a.	n.a.	< RL	< RL
M163	n.a.	n.a.	n.a.	n.a.	< RL	< RL
M164	n.a.	n.a.	n.a.	n.a.	< RL	< RL
M168	n.a.	n.a.	n.a.	n.a.	< RL	< RL
M181	0.0079	n.a.	1.87 6(c)	n.a.	n.a.	n.a.
M182	0.0043	n.a.	2.29 6(c)	n.a.	n.a.	n.a.

Material No.	Chromium VI content for metal materials (µg/cm²) (*1) RL: 0.10 µg/cm²
M001	Negative
M003	Negative

M008	Negative
M009	Negative
M032	Negative
M033	Negative
M034	Negative
M037	Negative
M041	Negative
M042	Negative
M043	Negative
M044	Negative
M047	Negative
M048	Negative
M072	Negative
M079	Negative
M082	Negative
M174	Negative

Material No.	**Chromium VI content for other materials (%) RL: 0.01%**
M053	< RL
M130	< RL
M132	< RL
M151	< RL
M165	< RL

Abbreviation:

Pb	=	Lead
Cd	=	Cadmium
Hg	=	Mercury
Cr	=	Chromium
Cr (VI)	=	Chromium (VI)
PBBs	=	Total Polybrominated Biphenyls
PBDEs	=	Total Polybrominated Diphenyl Ethers
<	=	Less than
RL	=	Reporting Limit
n.a.	=	Not Applicable
^	=	The total Chromium have been determined
%	=	Percentage

Remark:

(*1) The Chromium (VI) content of metal sample in surface layer have been confirmed with reference to IEC 62321-7-1:2015 Annex.

	Chromium (VI) concentration	Qualitative result
Negative	<0.1μg/cm²	The sample is negative (-ve) for Cr(VI). The Cr(VI) concentration is below the limit of quantification. The coating is considered a non-Cr(VI) based coating
Inconclusive	≥0.1μg/cm² and ≤0.13 μg/cm²	The result is considered to be inconclusive. Unavoidable coating variations may influence the determination. Recommendation: if additional samples are available, perform a total of 3 trials to increase sampling surface area. Use the averaged result of the 3 trails for the final determination.
Positive	>0.13 μg/cm²	The sample is positive (+ve) for Cr(VI). Concentration is above the limit of quantification and the statistical margin of error. The sample coating is considered to contain Cr(VI).

6(c) Copper alloy containing up to 4 % lead by weight.

BBP, DBP, DEHP, DIBP content

Test Method: ref. to IEC 62321-8:2017

Test Result:

	BBP	DBP	DEHP	DIBP
Maximum permissible Limit (%)	0.1	0.1	0.1	0.1

Test No.	Material No.	(%)			
		BBP	DBP	DEHP	DIBP
		RL (%)			
		0.005	0.005	0.005	0.005
T001	M005 + M029	< RL	< RL	< RL	< RL
T002	M004 + M069 + M076	< RL	< RL	0.02	< RL
T003	M012 + M013 + M014 + M016 + M017	< RL	< RL	< RL	< RL
T004	M018 + M019 + M020 + M021 + M022	< RL	< RL	< RL	< RL
T005	M023 + M024 + M055 + M061 + M062	< RL	< RL	< RL	< RL
T006	M083 + M093 + M094 + M096 + M100	< RL	< RL	< RL	< RL
T007	M106 + M107 + M108 + M109 + M110	< RL	< RL	< RL	< RL
T008	M111 + M112 + M113 + M114 + M115	< RL	< RL	< RL	< RL
T009	M116 + M117 + M118 + M119	< RL	< RL	< RL	< RL
T010	M120 + M121 + M122 + M123	< RL	< RL	< RL	< RL
T011	M063	< RL	< RL	< RL	< RL
T012	M064	< RL	< RL	< RL	< RL
T013	M065	< RL	< RL	< RL	< RL
T014	M068	< RL	< RL	< RL	< RL
T015	M074	< RL	< RL	< RL	< RL
T016	M101	< RL	< RL	< RL	< RL
T017	M102	< RL	< RL	< RL	< RL
T018	M103	< RL	0.099	< RL	< RL
T019	M104	< RL	< RL	< RL	< RL
T020	M105	< RL	< RL	< RL	< RL

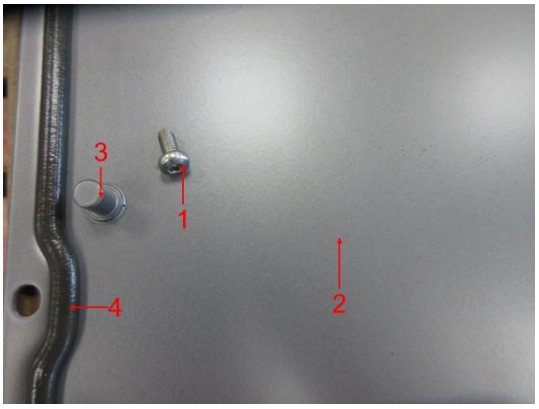
Abbreviation:

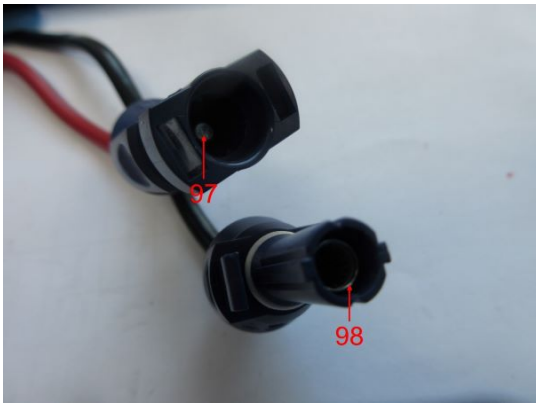
BBP= Benzylbutyl phthalate
DBP= Dibutyl phthalate
DEHP= Bis(2-ethylhexyl) phthalate
DIBP= Diisobutyl phthalate
< = less than
RL = Reporting Limit
%= percentage

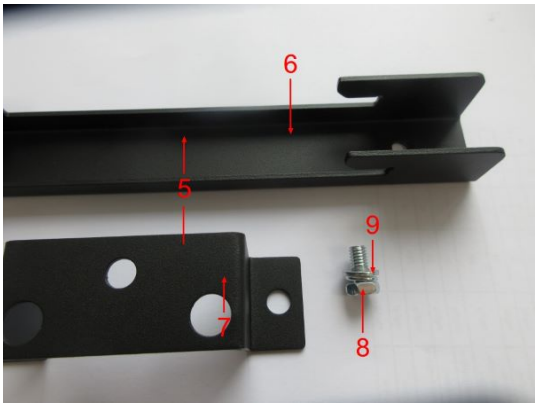
Remark:

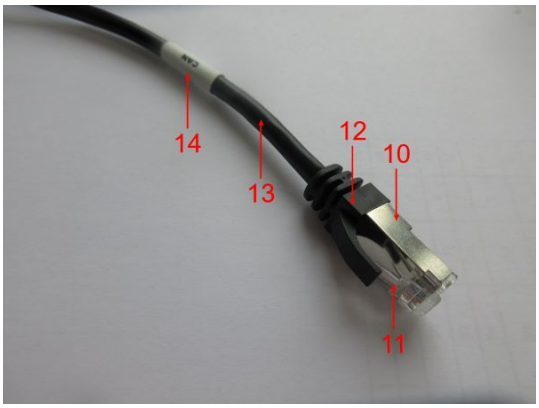
* The maximum permissible limit is required from the amendment (EU) 2015/863 of RoHS Directive 2011/65/EU.

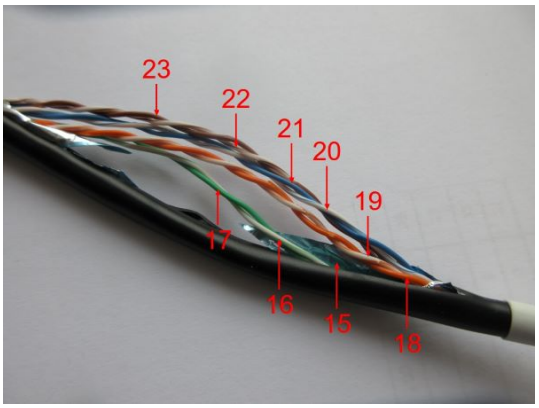
Sample Photos











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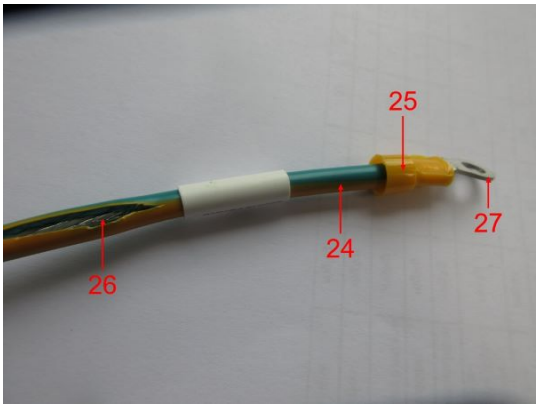

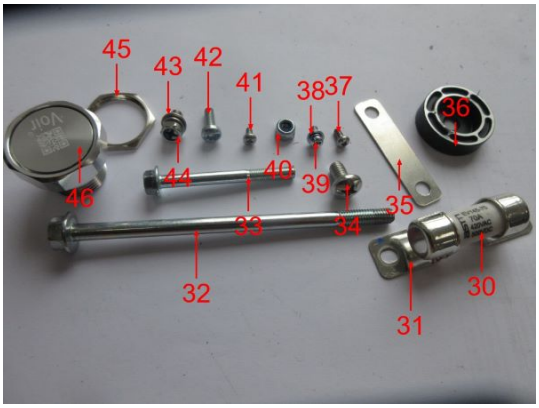

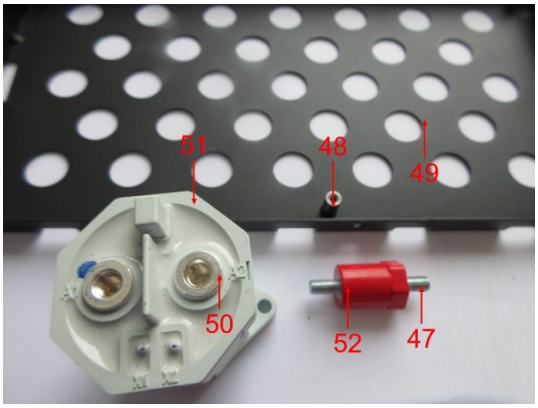

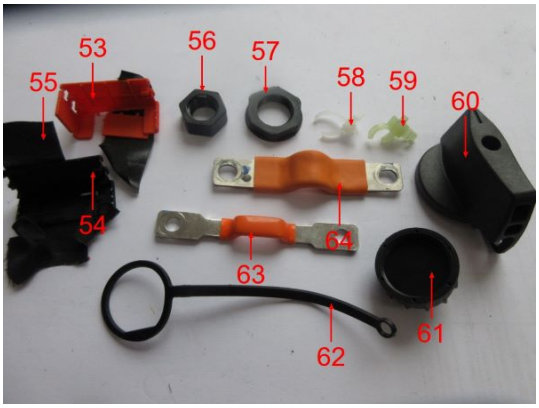

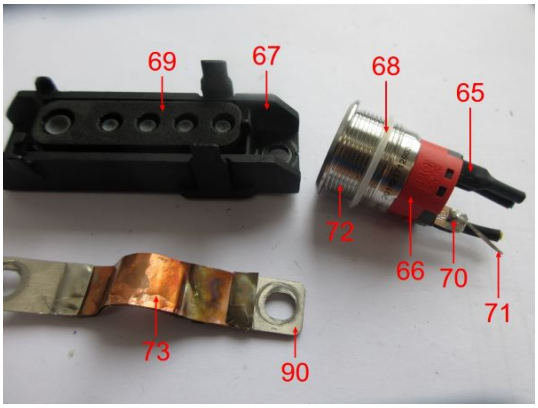

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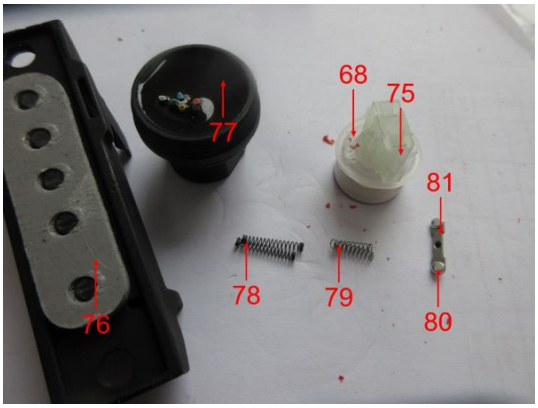

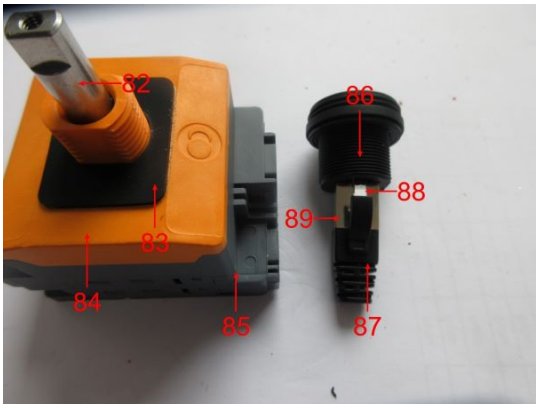

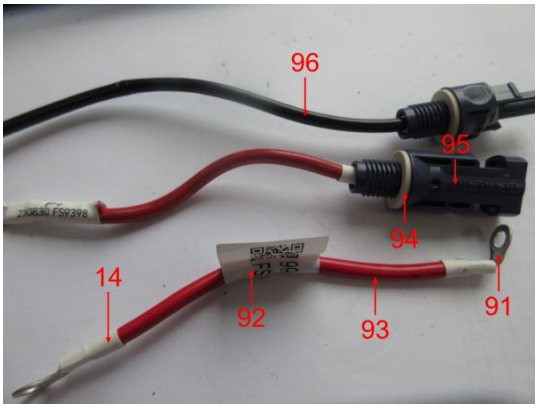

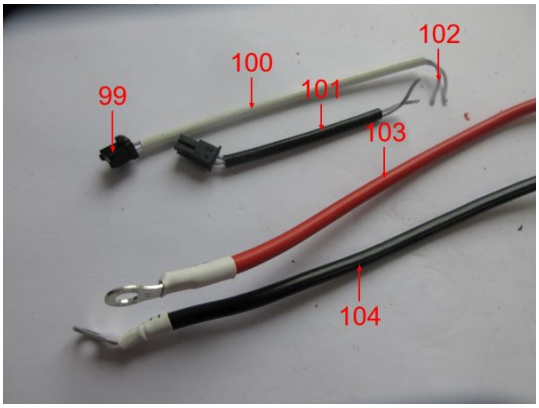

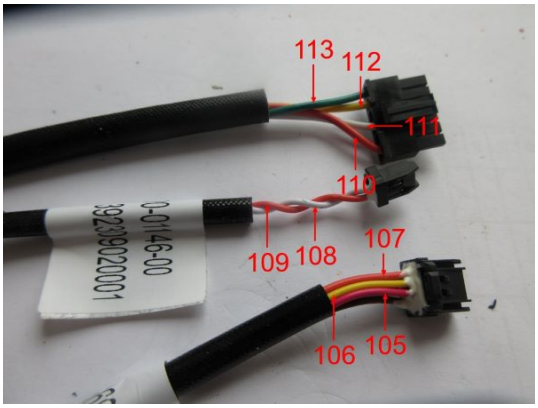

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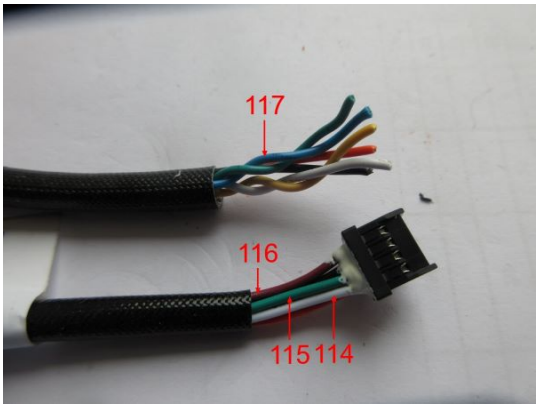

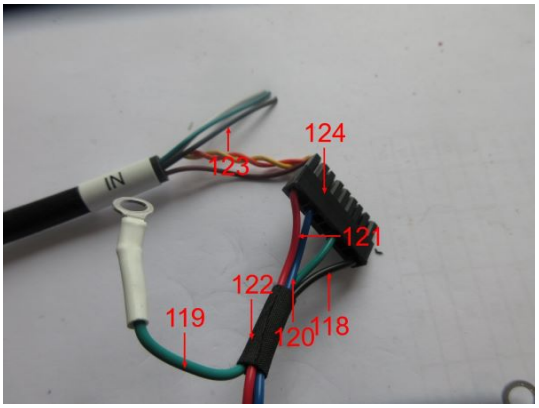

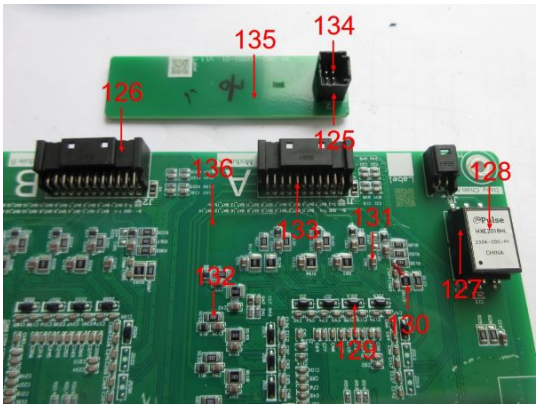

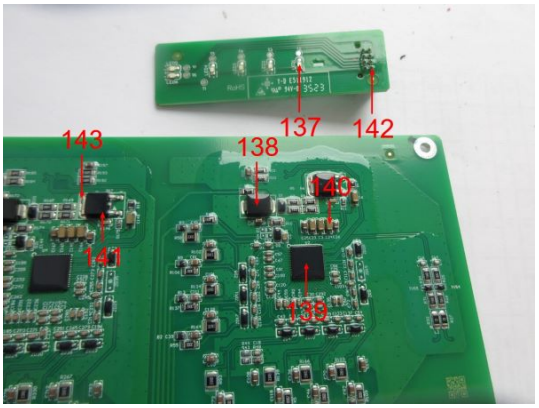

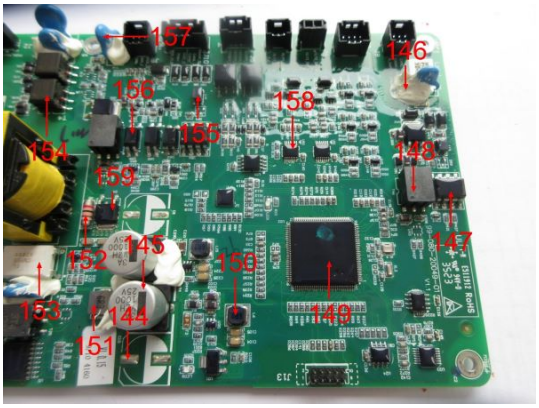

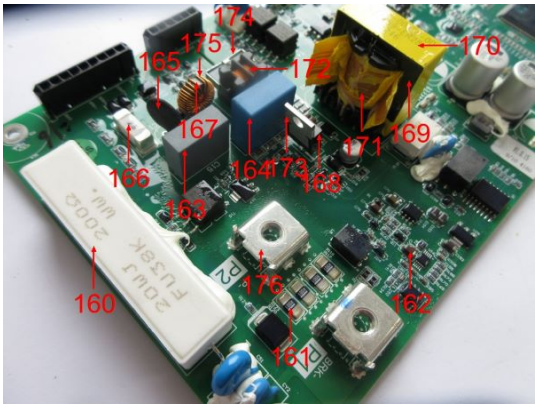

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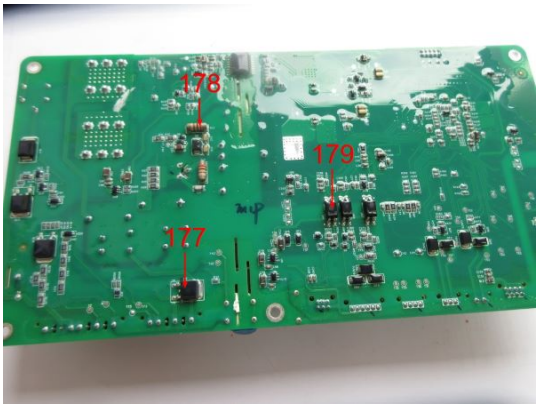

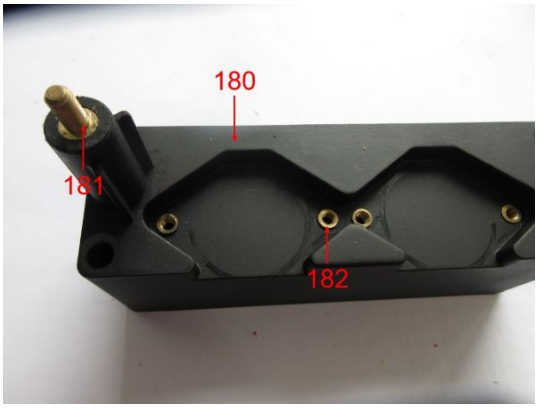

- END -

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

1. Scope

1.1 These General Terms and Conditions of Business of TÜV Rheinland in Greater China ("GTCB") is made between the client and one or more member entities of TÜV Rheinland in Greater China as applicable as the case may be ("TÜV Rheinland"). The Greater China hereof refers to Mainland China, Hong Kong and Taiwan.The client hereof includes :

(i) a natural person capable to form 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 the applicable law.

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 performance.

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 GTCB 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 accept 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 term starts upon the 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 provided for 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 of TÜV Rheinland by both parties. 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 functionality of parts, products, processes, installations, organizations not 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 On 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, organisations, 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 construction, selection of materials and assembly of installations examined, nor 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 clause 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 contracts/ agreements with a/more third party(ies) and establish legal relationships with that/those third party(ies) according to such contracts/agreements. TÜV Rheinland will merely bears the corresponding legal liability according to this 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 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 sub-entrust to a third party to provide agency services, but TÜV Rheinland shall not bear any responsibility and/or risk for any services to be provided by any 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 certification bodies, agency services provided by any other third agent(s), etc.). Besides, the client shall be liable in accordance with the relevant laws and regulations and/or the terms under the contract. 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 failure/ suspending/cancellation/invalidity of testing and/or certification results, which shall not be borne/liable by TÜV Rheinland.

4.9 For the service content agreed in the contract, if the client requires TÜV Rheinland to deliver relevant test samples, data, etc. to any overseas laboratory or other places or sites to be designated by the client, 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 details provided by the client. They shall only be binding if being confirmed as binding by TÜV Rheinland in writing.

5.2 If binding periods of performance have been agreed, these periods shall not commence until the client has submitted all required documents 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 a delay in 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 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 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 TÜV Rheinland, which enable the client to comply with the legal and/or officially prescribed deadlines. TÜV Rheinland assumes no responsibility 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. Moreover, collaborative action of the client must be undertaken in accordance with legal provisions, standards, safety regulations and accident prevention instructions. And the client represents and warrants that:

a) it has required statutory qualifications;

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

c) 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 aforesaid representations and warranties, TÜV Rheinland is entitled to i) immediately terminate the contract/order without prior notice; and ii) withdraw the issued testing report/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 interest rate publicly announced by a reputable commercial bank in the country where TÜV Rheinland is located. At the same time, 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 cancel the contract, withdraw the certificate, claim damages for 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's assets or cases in which 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 setoff any amount due or payable by the client, including but not limited to setoff 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 completion and handover of the work, unless the client refuses acceptance within this period stating at least one fundmental 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.

9.4 If acceptance is excluded according to the nature of the work performance of TÜV Rheinland, the completion of the work shall take its place.

9.5 During the Follow-Audit stage, if the client was unable to make use of the time windows provided for within the scope of a certification procedure for auditing/performance by TÜV Rheinland and the certificate is therefore to be withdrawn (e.g. performance of surveillance audits), or if the client cancels 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 as compensation for expenses. 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 lump sum.

9.6 Insofar as the client has undertaken in the contract 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 in 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 documents, 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 format. 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 analysising the provision of services.

10.2 The disclosing party shall mark all confidential information disclosed in written form as confidential before passing it onto the receiving party. The same applies to confidential information transmitted 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 oral disclosure. Where the disclosing party fails to do so within the stipulated period, the receiving party shall not take any confidentiality obligations hereunder towards such information. The client shall avoid using any third party platform and/or system (e.g. Wechat, etc. Unauthorized by TÜV Rheinland) to send any confidential information to TÜV Rheinland. Instead, the client shall send any 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 any unauthorized confidential information 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 and which is created during performance of work by TÜV Rheinland:

a) may only be used by the receiving party for the purposes of performing the contract, unless expressly otherwise agreed in writing by the disclosing party;

b) may not be copied, distributed, published or otherwise disclosed by the receiving 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 government authorities, judicial court, accreditation bodies or third parties (including but not limited to the relevant direct and/or indirect proposed purchasers, 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;

c) must be treated by the receiving party with the same level of confidentiality as the receiving party uses to protect its own confidential information, but never with a lesser level of confidentiality than that which is reasonably required.

10.4 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 oblige these employees to observe the same level of secrecy as set forth in this confidentiality clause.

10.5 Information is not subject to the receiving party can furnish proof that:

a) it was generally known at the time 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.

10.6 All confidential information shall remain the property of the disclosing party. The receiving party hereby agrees 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 confirm the destruction of this confidential information to the disclosing party in written form, at the disclosing party's discretion. However, TÜV Rheinland is entitled to 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 for general documentation purposes required by laws, regulations and the requirements of working procedures of TÜV Rheinland.

10.7 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 secrecy of all confidential information and shall not disclose this information to any third parties or use it for itself.

11. Copyrights and rights of use, publications

11.1 TÜV Rheinland shall retain all exclusive copyrights in the reports, expert reports/opinions, test reports/results, results, calculations, presentations etc. prepared by TÜV Rheinland, unless otherwise agreed by the parties in a separate agreement. As the owner of the copyrights, TÜV Rheinland is free to grant others the right to use the work results for individual or all types of use ("right of use")

11.2 The client receives a simple, unlimited, non-transferable, non-sublicensable right of use to the contents of the work results produced within the scope of the contract, unless otherwise agreed by the parties in a separate agreement. The client may only use such reports, expert reports/opinions, test reports/results, results calculations, presentations etc. prepared within the scope of the contract for the contractually agreed purpose.

11.3 The transfer of right of use of the generated work results regulated in clause 11.2. of the GTCB is subject to full payment of the remuneration agreed in favour of TÜV Rheinland.

11.4 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.

11.5 Any publication or duplication of the work results for advertising purposes or any further use of the work results beyond the scope regulaed in clause 11.2, and any quotaion of the introduction of TÜV Rheinland need the prior written approval of TÜV Rheinland in each individual case. Besides, the client ensures 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.).

11.6 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.

11.7 The consent of TÜV Rheinland to 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 obligations 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 annually recurring services, the agreed annual fee; (iii) in the case of a contract expressly charged on a time and material basis, a maximum of 20,000 Euro or equivalent amount in local currency; and (iv) in the case of a framework agreement that provides for the possibility of placing individual orders, three times of the fee for the individual order under which the damages or losses have occurred. Notwithstanding the above, in the event that the total and accumulated liability calculated according to the foregoing provisions exceeds 2.5 Million Euro or equivalent amount in local currency, the total and accumulated liability of TÜV Rheinland shall be only limited to and shall not exceed the said 2.5 Million 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 foreseen 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 incured 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 consent of the data subject, which entitles TÜV Rheinland to access, use, or process the personal data that the client collected or processed by itself and transferred to TÜV Rheinland. For certain services, we may also process 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 of the district in which the personal data was collected, the client also confirms 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 measures to avoid any leakage, abuse, manipulation, damage 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 decision, 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 TÜV Rheinland by e-mail at dataprotection@tuv.com or by post at the following address: TÜV Rheinland AG, c/o Group Data Protection Officer, Am Grauen Stein, 51105 Cologne, Germany.

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 into storage will be disclosed to the client in 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 such 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/EC 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 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 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 a suspension of its accreditation or notification.

16.2 For good causes, 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 misuses the certificate or certification mark or uses it in violation of the contract;

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 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, loss of accreditation or notification, 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 or some risks beyond its control to continue to perform the contract.

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 15% of the remuneration to be paid until the end of the fixed 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 certificate therefore has 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 affecting a Party shall be presumed to fulfil 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, military 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 effective from the time at which notice thereof 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 to the other Party. Unless otherwise agreed, the Parties expressly agree that the contract may be terminated by either Party if the duration of the impediment exceeds 120 days.

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. Notwithstanding paragraph 1 of this Clause, where a Party proves that:

(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 that

(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 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.

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 contracting parties hereby agree that 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.

19.4 Any dispute in connection with the contract and these terms and conditions or the execution thereof shall be settled friendly through negotiations.

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 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.

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.