

Test Report No.: 244422393a 001

Page 1 of 7

Client: FOXESS CO., LTD.

Address: No.939, Jinhai Third Road, New Airport Industry Area, Longwan District,
Wenzhou, Zhejiang, P. R. China

Manufacturer's name: FOXESS CO., LTD.

Test item(s): 1 sample of STORAGE INVERTER

**Identification/
Model No(s):** STORAGE INVERTER

H3-5.0-E, H3-6.0-E, H3-8.0-E, H3-10.0-E, H3-12.0-E, AC3-5.0-E, AC3-6.0-E,
AC3-8.0-E, AC3-10.0-E, AC3-12.0-E

Condition at delivery: Test item complete and undamaged.

Sample Receiving date: 2022-05-12

Testing Period: 2022-05-31 to 2022-06-06

Place of testing: Chemical laboratory Shenzhen

Test specification:

According to customer's requirement:

WEEE (Recast): 2012/19/EU
Article 11 Recovery and Recycling
Calculation of Theoretical Recovery and Recycling Rate

Test result:

Pass

Other Information:

The assessment describes the theoretical recyclability. The assessment cannot predict the actual material output by the recycler as the recovery process may vary between recyclers.

**For and on behalf of
TÜV Rheinland (Shenzhen) Ltd.**



2022-06-28
Date

Alvin Huang / Senior Project 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 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.

Test Report No.: 244422393a 001

Page 2 of 7

Contents

1. General Remarks	3
1.1 Complementary Materials	3
2. General Product Information	3
2.1 Product Description	3
2.2 Submitted Documents	3
3. Assessment Description	4
3.1 Disassembly, Recovery and Recycling Flow	4
3.2 Parameters	4
3.3 Definition	4
4. Assessment Results	5
4.1 Assessment Summary	5
4.2 Product Derivative Table	6
4.3 Product Derivative Summary	7
4.4 Test Result	7

Test Report No.: 244422393a 001

Page 3 of 7

1. General Remarks

1.1 Complementary Materials

All attachments are integral parts of this test report. This applies especially to the following appendix:

Appendix 1: Photo of tested sample

STORAGE INVERTER



2. General Product Information

2.1 Product Description

The product is **STORAGE INVERTER**. It is classified as **Category 5** under Annex III of Directive 2012/19/EU.

2.2 Submitted Documents

BOM List

3. Assessment Description

3.1 Disassembly, Recovery and Recycling Flow

The product is disassembled into different parts (clumps) and grouped by the type of material sharing common characteristic or physical relationship (waste fractions) primarily based on the treatment requirements as set out in the WEEE directive annex VII, followed by the current state of the art recycling and recovery technology available in Europe. Materials for which currently no recycling technology is available or where the recycling is economically not feasible, or which contain hazardous substances, are assumed to be shredded, incinerated or disposed of to landfill without further use.

Only bigger clumps that can be easily separated and that share a common characteristics or physical relationships are included in the recycling and reuse calculation. Other parts, respectively materials that cannot be separated by e.g. standard tools are classified as either unspecified materials or distributed to the relative waste fraction with highest content of waste is expected with reduced recovery rate.

3.2 Parameters

The calculation is based on waste fractions consisting of a typical material or substance composition for typical materials. (e.g. a power cord consists of copper wire and PVC, whereas the PVC consists of a PVC, polyamide and polyester blend). For every waste fraction a theoretical recovery share for recycling and for incineration respectively waste disposal is assumed based on information provided by recycling companies. The recovery share may change over time as the recycling technology advances. The current recovery shares are available upon request.

3.3 Definition

3.3.1 Regular: Reuse, Recycling and Recovery Rate: Applying commonly used recycling technology.

3.3.2 Ideal: Recycling Rate: Applying highest recycling technology.

3.3.3 Recycling Classification


- A class: Common recycling technology and high market need
- B class: Recycling technology not popular and high market need
- C class: Common recycling technology and low market need
- D class: Recycling technology not popular and low market need

Test Report No.: 244422393a 001

Page 5 of 7

4. Assessment Results

4.1 Assessment Summary

Product Name/ Model No.	STORAGE INVERTER	
		
Total Weight(g)	30299.36	
Connection Technique	Glued x 2	Combination x 15
	Snap x 30	Welding x 85
	Screw x 106	Cable x 81
Connection Tools	Hands	Plier
	Philip Screwdriver (+)	
Disassembly Time, Sec	11800	
Derivative Summary	See 4.2 Product Derivative Table	
Derivative Rate	See 4.3 Product Derivative Summary	
Reuse/Recycling Rate	See 4.4 Test Result	
Recovery Rate	See 4.4 Test Result	

Test Report No.: 244422393a 001

Page 6 of 7

4.2 Product Derivative Table

Product Name/Type		STORAGE INVERTER						
Derivative		Weight (g)	Weight (%)		Re-use (%)	Recycling (%)	Incineration (%)	Disposal (%)
Main body	Metal (Frame, lid, connector, magnet, shaft, washer, spring and mesh)	23182.93	76.51%			76.51%		
	Plastic (Frame, sheet, ring, connector, tie, cap, nut, button and light)	2785.66	9.19%			9.19%		
	Plastic (Tube, pad, frame, ring and cable shell)	179.40	0.59%				0.59%	
	Waste (Fabric, glue and sticker)	1472.89	4.86%					4.86%
	Glass	2.12	0.01%			0.01%		
	Printed Circuit Board (PCB)	1619.19	5.34%	Ideal		5.34%		
				Regular				5.34%
	Transformer on PCB	117.07	0.39%			0.31%		0.08%
	Thin Cables (Inside cable shell)	940.10	3.11%	Ideal		3.11%		
				Regular		1.09%		2.02%
Total	-	30299.36	100.00%	Ideal	0.00%	94.47%	0.59%	4.94%
				Regular	0.00%	87.11%	0.59%	12.30%

4.3 Product Derivative Summary

Product Derivative Table

	STORAGE INVERTER	
	Percentage of Weight (%)	
	Ideal	Regular
Reuse Weight	0.00%	0.00%
Recycling Weight	94.47%	87.11%
Incineration Weight	0.59%	0.59%
Disposal Weight	4.94%	12.30%
Product Sample Weight	100.00%	

4.4 Test Result

Pass

Required Reuse/Recycling Rate	STORAGE INVERTER	
	Testing Reuse/Recycling Rate	
	Ideal	Regular
55%*	94.47%	87.11%
Required Recovery Rate	Testing Recovery Rate	
	Ideal	Regular
75%*	95.06%	87.70%

Remark: * Refer to directive 2012/19/EU Annex V, the minimum targets of **Category 5** shall meet the following requirements.

Date	Required Reuse/Recycling Rate	Required Recovery Rate
From August 15, 2018	55%	75%

--- END ---

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



1.	Scope	9.	Acceptance of work	14.	Data protection notice
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 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:	9.1	Any part of the work result ordered which is complete in itself may be presented by TÜV Rheinland for acceptance as an installment. The client shall be obliged to accept it immediately.	14.1	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 revocation, 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 AG 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.
(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;	9.2	If acceptance is required or contractually agreed in an individual case, this shall be deemed to have taken place if the client has accepted completion and handover of the work, unless the client refuses acceptance within this period stating at least one fundamental breach of contract by TÜV Rheinland.	14.2	The client undertakes 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 revocation, 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 AG 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.
(ii)	the incorporated or unincorporated entity duly organized, validly existing and capable to form legally binding contracts under the applicable laws;	9.3	The client is not entitled to refuse acceptance due to insignificant breach of contract by TÜV Rheinland.	14.3	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.
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.	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.	14.4	If reference samples or documentations are given to the client to be placed in storage at their premises, reference samples or documentations shall not be made available or reference samples may be requested 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 immaterial damage resulting from the respective testing and certification that is brought forward by the client against TÜV Rheinland shall be voided.
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 TUVRheinland does not explicitly object to them.	9.5	During the Follow-Audit stage, if the client is 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 written (e.g. per telephone or via e-mail), 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 refuse payment of the lump-sum compensation if no damage whatsoever or only a considerably lower damage than the above lump sum.	14.5	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/EEA certificates of conformity and GS mark certificates.
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.	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 within one year after the order has been placed. The client reserves the right to refuse payment of the lump-sum compensation if no damage whatsoever or only a considerably lower damage than the above mentioned lump sum.	14.6	The costs of the handover and dispatch of the test samples for storage on the client's premises are to be 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.
2.	Quotations	10.	Confidentiality	15.	Retention of test material and documentation
	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.	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 form. Confidential information is expressly not the data and know-how that are reasonably necessary for the receiving party to perform its obligations under the contract or that are otherwise obtained by the receiving party from a third party (the "third party"). Confidential information shall be confidential information if the disclosing party has indicated in writing that the information is confidential information and the receiving party has agreed to keep the information confidential 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 the client shall be deemed to be a breach of confidentiality. 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.	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.
3.	Coming into effect and duration of contracts	10.2	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:	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.
3.1	The contract shall come into effect for the agreed terms upon the quotation letter of TÜV Rheinland or a separate contractual document bearing by both contracting parties, or upon the work 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 of the client without notice of such acceptance (including notice sent via electronic means) or by performing the requested services.	10.3	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;	15.3	For good causes, TÜV Rheinland may consider giving a written notice to the client to terminate the contract which includes but not limited to the following:
3.2	The contract term starts upon the coming into effect of the contract in accordance with clause 3.1 and shall continue for the term agreed in the contract.	10.4	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 competent authorities or judicial court, accreditation bodies or third parties that are involved in the performance of the contract;	15.4	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;
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.	10.5	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;	15.5	b) the client misses the certificate or certification mark or uses it in violation of the contract;
4.	Scope of services	10.6	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.	15.6	c) in the event of several consecutive delays in payment (at least three times);
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 covered. 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.	10.7	Information for which the receiving party can furnish proof that:	15.7	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.
4.2	The agreed services shall be performed in compliance with the regulations in force at the time the contract is entered into.	10.8	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;	15.8	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;
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.	10.9	b) it was disclosed to the receiving party by a third party entitled to disclose this information; or	15.9	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.
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, 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 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.	10.10	c) the receiving party already possessed this information prior to disclosure by the disclosing party; or	16.	Termination of 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 to which the inspections are based, unless otherwise expressly agreed in writing.	10.11	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.	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 or independently of each other, on the basis of the following reasons: (i) 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;
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.	10.12	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 writing, at any time if so requested by the disclosing party but at the latest and without special notice after termination or expiry of the contract. This does not extend to the return of reports and certificates prepared for the client solely for the purpose of fulfilling the obligations under the contract, which shall remain with the client. 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.	16.2	For good causes, TÜV Rheinland may consider giving a written notice to the client to terminate the contract which includes but not limited to the following:
4.7	The services to be provided by TÜV Rheinland under the contract are agreed exclusively with the client. A contract of this nature with a third party, including any subcontracting, 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.	10.13	From the start of the contract and for a period of three years after termination or expiry of the contract, the disclosing party shall keep all confidential information confidential and shall not disclose this information to any third parties or use it for itself.	16.3	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;
5.	Performance periods/dates	10.14	Copyrights and rights of use, publications	16.4	b) the client misses the certificate or certification mark or uses it in violation of the contract;
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.	10.15	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")	16.5	c) in the event of several consecutive delays in payment (at least three times);
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.	10.16	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.	16.6	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.
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.	10.17	The transfer of right of use of the generated work results regulated in clause 11.2 of the GTBCB is subject to full payment of the remuneration agreed in clause 11.2 and of TÜV Rheinland.	16.7	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;
5.4	TÜV Rheinland is not responsible for a delay in performance, in particular if the client has not fulfilled his duties in accordance with clause 6.1 or has not done so on 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.	10.18	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 work results.	16.8	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.
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.	10.19	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 need the prior written approval of TÜV Rheinland in each individual case. Besides, the client ensures that all third parties who are involved in the relevant applicable laws, regulations and relevant rules (including but not limited to specific applicable testing and certification rules, etc.).	16.9	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 shall be obliged 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.
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.	10.20	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.	16.10	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 with 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.
6.	The client's obligation to cooperate	10.21	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.	16.11	For good causes, TÜV Rheinland may consider giving a written notice to the client to terminate the contract which includes but not limited to the following:
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.	10.22	Liability of TÜV Rheinland	16.12	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;
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:	10.23	Respective 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 within 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.	16.13	b) the client misses the certificate or certification mark or uses it in violation of the contract;
a)	it has required statutory qualifications;	10.24	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.	16.14	c) in the event of several consecutive delays in payment (at least three times);
b)	the product, service or management system to be certified complies with applicable laws and regulations; and	10.25	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 a 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.	16.15	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.
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.	10.26	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.	16.16	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;
6.3	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.	10.27	Unless otherwise contractually agreed in writing, TÜV Rheinland shall only be liable under the contract to the client.	16.17	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.
6.4	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 expenses.	10.28	The limitation periods for claims for damages shall be based on statutory provisions.	16.18	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 shall be obliged 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.
7.	Prices	10.29	None of the provisions of this article 12 changes the burden of proof to the disadvantage of the client.	16.19	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 with 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.
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.	10.30	Export control	16.20	For good causes, TÜV Rheinland may consider giving a written notice to the client to terminate the contract which includes but not limited to the following:
7.2	Unless otherwise agreed, work shall be invoiced according to the progress of the work.	10.31	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.	16.21	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;
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 62,500.00 or equivalent value in local currency, TÜV Rheinland may demand payments on account or in instalments.	10.32	The performance of a contract with the client is subject to the proviso that there are no obstacles to performance due to international trade legal restrictions or export control measures. 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.	16.22	b) the client misses the certificate or certification mark or uses it in violation of the contract;
8.	Payment terms			16.23	c) in the event of several consecutive delays in payment (at least three times);
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.			16.24	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.
8.2	Payments shall be made to the bank account of TÜV Rheinland as indicated on the invoice, stating the invoice and client numbers.			16.25	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;
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 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.			16.26	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.
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.			16.27	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 shall be obliged 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.
8.5	The provisions set forth in article 8.4 shall also apply in cases involving returned checks, cessation of payment, commencement of insolvency proceedings against the client or in cases in which the commencement of insolvency proceedings has been dismissed due to lack of assets.			16.28	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 with 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.
8.6	Objections to the invoices of TÜV Rheinland shall be submitted in writing within two weeks of receipt of the invoice.			16.29	For good causes, TÜV Rheinland may consider giving a written notice to the client to terminate the contract which includes but not limited to the following:
8.7	TÜV Rheinland shall be entitled to demand appropriate advance payments.			16.30	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;
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.			16.31	b) the client misses the certificate or certification mark or uses it in violation of the contract;
8.9	Only legally established and undisputed claims may be offset against claims by TÜV Rheinland.			16.32	c) in the event of several consecutive delays in payment (at least three times);
8.10	TÜV Rheinland shall have the right at all times to settle any amount due or payable by the client, including but not limited to all amounts against any fees paid by the client under any contracts, agreement and/or orders/quotations reached with TÜV Rheinland.			16.33	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.