

Report No.: 180237540b 001

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Client: NINGBO PRINCE TOYS CO.,LTD.

Contact Information: No.777 East Taoyuan Road,Guanhaiwei Town,Cixi City,Zhejiang,China.

**Identification/
Model No(s):** BABY RIDE ON CAR
664

Sample obtaining method: Sending by customer

Condition at delivery: Test item complete and undamaged.

Sample Receiving date: 2022-06-24

Testing Period: 2022-06-24 to 2022-07-22

Place of testing: Chemical laboratory Ningbo,Toys laboratory Ningbo,Toys laboratory
Shanghai

Test Specification:

Test result:

Customer's requirement:

- | | |
|---|------|
| 1. ASTM F963-17: Mechanical and physical | PASS |
| 2. ASTM F963-17: Flammability on solids and soft toys | PASS |
| 3. ASTM F963-17 Sect. 4.25: Battery-operated toys | PASS |
| 4. CPSC 16 CFR 1500.48, 1500.49, 1501 Mechanical and Physical Test | PASS |
| 5. CPSIA Sect 103: Tracking label | PASS |
| 6. Flammability Test of Rigid and Pliable Solids (Part 1500.3(C)(6)(VI) 16 C.F.R. U.S.A.) | PASS |
| 7. ASTM F963-17 Sect. 4.3.5.1, CPSIA Sect. 101, and Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): Total lead content in paint and coating materials | PASS |
| 8. ASTM F963-17 Sect. 4.3.5.2, CPSIA Sect. 101, and Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): Total lead content in substrate materials | PASS |
| 9. ASTM F963-17 Sect. 4.3.5.1 and 4.3.5.2 : Soluble heavy metal | PASS |

10. Phthalates content

PASS

Other information:

Country of Origin: China

Packaging provided: Artwork

The provided age grade of the item: 18-36 months.

The appropriate age grade of the item: Over 18 months.

As per client's request, the item was tested for 18-36 months.

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



Zoey Zhou/
Project Manager

2022-07-22

Date

Name/Position



Helen Yang/
Assistant Project Manager

2022-07-22

Date

Name/Position

Sample information is provided by customer. Test result is drawn according to the kind and extent of tests performed.

This test report relates to the above mentioned test sample. Without permission of the test center this test report is not permitted to be duplicated in extracts. This test report does not entitle to carry any safety mark on this or similar products.

"Decision Rule" document announced in our website (<https://www.tuv.com/landingpage/en/qm-gcn/>) describes the statement of conformity and its rule of enforcement for test results are applicable throughout this test report.

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Material List:

Item: BABY RIDE ON CAR
664

Material No.	Material	Color	Location
A001	Plastic	white	refer to photo
A002	Plastic	black	refer to photo
A003	Plastic	grey	refer to photo
A004	Plastic	transparent	refer to photo
A005	Plastic	black	refer to photo
A006	Plastic + printing + adhesive	black	refer to photo
A007	Plastic	pink	refer to photo
A008	Plastic	dark grey	refer to photo
A009	Plastic	red	refer to photo
A010	Metal	silver	refer to photo
A011	Metal	silver	refer to photo
A012	Metal	silver	refer to photo
A013	Metal	silver	refer to photo
A014	Metal	silver	refer to photo
A015	Coating	black	refer to photo
A016	Metal	silver	refer to photo
A017	Paper + printing + adhesive	multicolor	refer to photo
A018	Plastic + plating	silver	refer to photo
M001	Whole Product	red	refer to photo
M002	Whole Product	grey	refer to photo
M003	Whole Product	pink	refer to photo
M004	Whole Product	white	refer to photo

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1.ASTM F963-17: Mechanical and physical
Test result:

Test No:	T001
Material No:	M001-M004
4. Safety requirements	
4.1 Material Quality (visual check)	Pass
4.5 Sound-producing toys	Pass
4.6 Small objects	Pass
4.7 Accessible edges	Pass
4.9 Accessible points	Pass
4.11 Nails and fasteners	Pass
4.12 Plastic film	Pass
4.15 Stability and over-load requirements	Pass
4.18 Holes, clearance and accessibility of mechanisms	Pass
5. Labeling requirements	
5.2 Age grading labeling	Pass
5.16 Promotional materials	Pass
6. Instructional literature	
6.1 Definition and description	Pass
7. Producer's markings	
7.1 Name and address of the producer or the distributor	Pass

Use and Abuse Tests:

The submitted samples were undergone the use and abuse tests in accordance with FHSA 16 CFR and whichever is applicable the tested age grade.

Age Category	Impact Test	Flexure Test	Torque Test	Tension Test	Compression Test
0-18 Months 16 CFR 1500.51	10 x 4.5 ft	120 Arc 30 Cycles 10 lbs	2 in-lbs	10 lbs	20 lbs
19-36 Months 16 CFR 1500.52	4 x 3 ft	120 Arc 30 Cycles 15 lbs	3 in-lbs	15 lbs	25 lbs
37-96 Months 16 CFR 1500.53	4 x 3 ft	120 Arc 30 Cycles 15 lbs	4 in-lbs	15 lbs	30 lbs

The clause and/or sub-clause would be indicated only in the test report whichever applicable. The comprehensive result report is available upon request.

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2.ASTM F963-17: Flammability on solids and soft toys**Test result:**

Test No:	T001
Material No:	M001-M004
4.2 Flammability on solids and soft toys	Pass

The burning rate of the most severe part = IBE

Note: Maximum permissible burning rate = 0.1 Inch/sec.

Abbreviation: DNI = Did Not Ignite / IBE = Ignite But Self-extinguish

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3. ASTM F963-17 Sect. 4.25: Battery-operated toys**Test result:**

	T001
	M001
4.25 Battery-operated toys	
4.25.1 Battery information	PASS
4.25.2 Maximum potential	PASS
4.25.4 Toys intended for children less than 3 years old	PASS
4.25.7 Battery surface temperature	PASS
4.25.8 Hazardous condition	PASS
4.25.9 Battery safety instruction	PASS
6. Instructional literature	
6.5 Battery-operated toys	PASS

The clause and/or sub-clause would be indicated only in the test report whichever applicable. The comprehensive result report is available upon request.

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4.CPSC 16 CFR 1500.48, 1500.49, 1501 Mechanical and Physical Test
Test result:

Test No.	Material No.	Description	Test Method	Result
T001	M001-M004	16 CFR 1500.48	Requirement for sharp points (0- 96 months)	Pass
		16 CFR 1500.49	Requirement for sharp edges - metal or glass (0- 96 months)	Pass
		16 CFR 1501	Requirement for small parts (0-36 months)	Pass

Use and Abuse Tests:

The submitted samples were undergone the use and abuse tests in accordance with FHSA 16 CFR and whichever is applicable the tested age grade.

Age Category	ImpactTest	Flexure Test	Torque Test	Tension Test	Compression Test
0-18 Months 16 CFR 1500.51	10 x 4.5 ft	120 Arc 30 Cycles 10 lbs	2 in-lbs	10 lbs	20 lbs
19-36 Months 16 CFR 1500.52	4 x 3 ft	120 Arc 30 Cycles 15 lbs	3 in-lbs	15 lbs	25 lbs
37-96 Months 16 CFR 1500.53	4 x 3 ft	120 Arc 30 Cycles 15 lbs	4 in-lbs	15 lbs	30 lbs

5.CPSIA Sect 103: Tracking label**Test Result:**

Test No:	T001
Material No:	M001-M004
Present On Packaging	Present
Present On Product	Present

Remark:

- * If there is a tracking label on the product which is visible through disposable packaging, the packaging need not be marked.
- ** The correct adherence to all requirements according to CPSIA Tracking label in regards to the marking of:
- (1) Manufacturer or private labeler name;
 - (2) Location and date of production of the product;
 - (3) Detailed information on the manufacturing process, such as a batch or run number, or other identifying characteristics; and,
 - (4) Any other information to facilitate ascertaining the specific source of the product;
- can only be confirmed by the manufacturer/trader/applicant. The presence of related information was assessed; however, they cannot be verified in the frame of this test.

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6.Flammability Test of Rigid and Pliable Solids (Part 1500.3(C)(6)(VI) 16 C.F.R. U.S.A.)**Test result:**

Test No.	Material No.	Burn rate (inch/second)	Result
T001	M001-M004	IBE	Pass

Note: Maximum permissible burning rate = 0.1 inch/sec.

DNI = Did Not Ignite / Abbreviation: IBE = Ignite But Self-extinguish

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7.ASTM F963-17 Sect. 4.3.5.1, CPSIA Sect 101, and Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): Total lead content in paint and coating materials

Test method: CPSC-CH-E1003-09.1 (Microwave method)

Test result:

Test No.	Material No.	Test Parameter	Unit	RL	Regulatory Requirement	Test Result
T001	A015	Lead Content	ppm	10	90	< RL

Abbreviation: < = less than
RL = Reporting Limit
ppm = parts per million

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8.ASTM F963-17 Sect. 4.3.5.2, CPSIA Sect. 101, and Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65) : Total lead content in substrate materials

Test method: CPSC-CH-E1001-08.3 and CPSC-CH-E1002-08.3 (Microwave method)

Test result:

Test No.	Material No.	Test Parameter	Unit	RL	Regulatory Requirement	Test Result
T001	A001 + A002 + A003	Lead Content	ppm	10	100	< RL
T002	A004 + A005 + A007	Lead Content	ppm	10	100	< RL
T003	A006	Lead Content	ppm	10	100	< RL
T004	A008 + A009 + A018	Lead Content	ppm	10	100	< RL
T005	A010 + A011 + A012	Lead Content	ppm	10	100	< RL
T006	A013 + A014 + A016	Lead Content	ppm	10	100	< RL
T007	A017	Lead Content	ppm	10	100	< RL

Abbreviation: < = less than
 RL = Reporting Limit
 ppm = parts per million

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9.ASTM F963-17 Sect. 4.3.5.1 and 4.3.5.2 : Soluble heavy metal

Test method: For paint and similar surface-coating materials: ASTM F963-17 Section 8.3.2 - 8.3.4
 Method to Dissolve Soluble Matter for Surface Coatings, Preparation of Test Samples
 and Test Procedures

For substrate: ASTM F963-17 Section 8.3.5 Soluble Element Test Method for Substrate
 Materials

This requirement applies to the coating and substrate materials which the sample weight
 is greater than 10 mg

Test result:

Test No.	Material No.	[mg/kg]								Conclusion
		Sb	As	Ba	Cd	Cr	Pb	Hg	Se	
		Maximum Permissible Limit of Any Toy Materials except Modelling Clay								
		60	25	1000	75	60	90	60	500	
		Maximum Permissible Limit of Modelling Clay								
		60	25	250	50	25	90	25	500	
		RL								
		2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	
T001	A001	< RL	< RL	3.6	< RL	< RL	< RL	< RL	< RL	PASS
T002	A002	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	PASS
T003	A003	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	PASS
T004	A004	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	PASS
T005	A005	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	PASS
T006	A006	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	PASS
T007	A007	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	PASS
T008	A008	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	PASS
T009	A009	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	PASS
T010	A015	< RL	< RL	8.2	< RL	9.21	< RL	< RL	< RL	PASS
T011	A017	< RL	< RL	7.9	< RL	0.40	< RL	< RL	< RL	PASS
T012	A018	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	PASS

Abbreviation: < = less than
 RL = Reporting Limit
 mg/kg = milligram per kilogram

Remark:

* Migration results of eight elements shown are the adjusted analytical results

Element	Sb	As	Ba	Cd	Cr	Pb	Hg	Se
Analytical Correction (in %)	60	60	30	30	30	30	50	60

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10. Phthalates content

Test Method: Ref. to CPSC-CH-C1001-09.4

Test Result:

Test No. Material No.				T001 A001 + A002 + A003	T002 A004 + A005 + A007	T003 A006
Test Parameter	CAS NO	Unit	RL	Result	Result	Result
Diethylhexyl phthalate (DEHP)	117-81-7	%	0.005	< RL	< RL	< RL
Dibutyl phthalate (DBP)	84-74-2	%	0.005	< RL	< RL	< RL
Benzylbutyl phthalate (BBP)	85-68-7	%	0.005	< RL	< RL	< RL
Diisobutyl phthalate (DIBP)	84-69-5	%	0.005	< RL	< RL	< RL
Diisononyl phthalate (DINP)	28553-12-0, 68515-48-0	%	0.005	< RL	< RL	< RL
Diisodecyl phthalate (DIDP)	26761-40-0, 68515-49-1	%	0.005	< RL	< RL	< RL
Di-n-pentyl phthalate (DnPP)	131-18-0	%	0.005	< RL	< RL	< RL
Di-n-hexyl phthalate (DnHP)	84-75-3	%	0.005	< RL	< RL	< RL
Dicyclohexyl phthalate (DCHP)	84-61-7	%	0.005	< RL	< RL	< RL
Conclusion: CPSIA Section 108 as amended by 16 CFR 1307				Pass	Pass	Pass
Conclusion: CA Prop 65 DEHP, BBP, DBP, DIDP and DnHP content				Pass	Pass	Pass

Test No. Material No.				T004 A008 + A009 + A018	T005 A015	T006 A017
Test Parameter	CAS NO	Unit	RL	Result	Result	Result
Diethylhexyl phthalate (DEHP)	117-81-7	%	0.005	< RL	< RL	< RL
Dibutyl phthalate (DBP)	84-74-2	%	0.005	< RL	< RL	< RL
Benzylbutyl phthalate (BBP)	85-68-7	%	0.005	< RL	< RL	< RL
Diisobutyl phthalate (DIBP)	84-69-5	%	0.005	< RL	< RL	< RL
Diisononyl phthalate (DINP)	28553-12-0, 68515-48-0	%	0.005	< RL	< RL	< RL
Diisodecyl phthalate (DIDP)	26761-40-0, 68515-49-1	%	0.005	< RL	< RL	< RL
Di-n-pentyl phthalate (DnPP)	131-18-0	%	0.005	< RL	< RL	< RL
Di-n-hexyl phthalate (DnHP)	84-75-3	%	0.005	< RL	< RL	< RL
Dicyclohexyl phthalate (DCHP)	84-61-7	%	0.005	< RL	< RL	< RL
Conclusion: CPSIA Section 108 as amended by 16 CFR 1307				Pass	Pass	Pass
Conclusion: CA Prop 65 DEHP, BBP, DBP, DIDP and DnHP content				Pass	Pass	Pass

Abbreviation: < = less than
 RL = Reporting Limit
 % = percentage

Remark:

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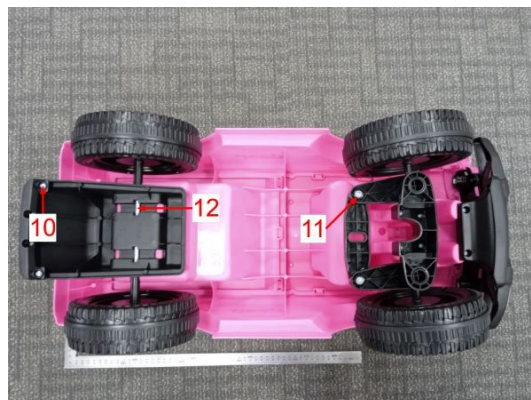
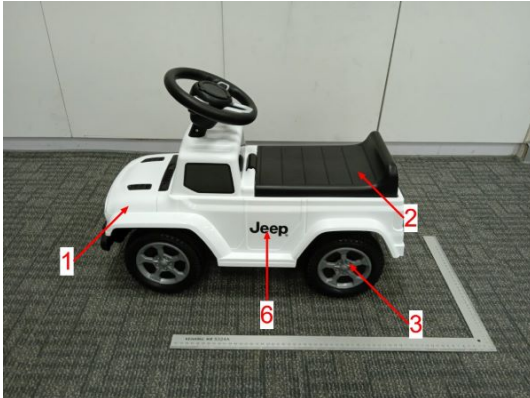
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- Requirement of Consumer Product Safety Improvement Act 2008, section 108, as amended by 16 CFR 1307 is summarized below:

Parameter	Unit	Maximum Permissible Limit
Accessible plasticized components in children's toy or childcare article:		
Dibutyl phthalate (DBP), Benzylbutyl phthalate (BBP), Diethylhexyl phthalate (DEHP), Diisononyl phthalate (DINP), Diisobutyl Phthalate (DIBP), Di-n-pentyl Phthalate (DPENP) (DnPP), Di-n-hexyl Phthalate (DHEXP) (DnHP), Dicyclohexyl Phthalate (DCHP)	%	0.1 (each)

- Requirement of Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65):DEHP, BBP, DBP, DIDP and DnHP content
1,000ppm (0.1%) each as quoted from County of Alameda Case No. BG-07350969

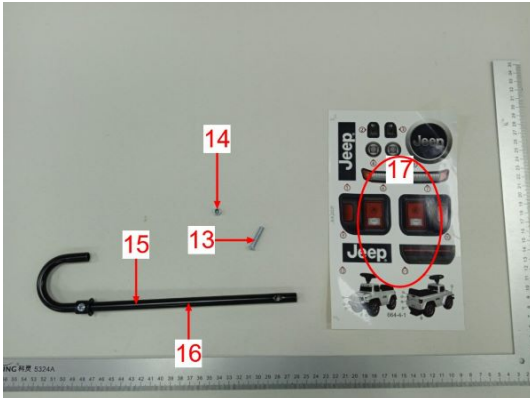
Sample Photos



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Sample Photos



M001



M002



M003



M004

- 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 ("GTBC") are 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 data subject, but for the purpose of a data subject
- (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. If the client accepts the 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 GTBC shall also apply to future contracts with the client without TÜV Rheinland having to notify 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 services to be provided. Unless otherwise agreed, services beyond the scope of the service description (e.g. checking the correctness and functionality of parts, processes, installations, organizations not listed in the service description, as well as the intended use and application of such) are not included. 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 and otherwise agreed in writing of 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/or order of either tested or examined parts or 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 or 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 correctness of the service 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.
5. **Performance period/dates**
- 5.1 The contractually agreed period/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 in writing by the client. In particular, the client shall confirm:
- (i) if binding periods of performance have been agreed, these periods shall not commence until the client has submitted all required documents to TÜV Rheinland.
- 5.2 Articles 5.1 to 5.4 also apply to the client's obligation to provide the client, to all extensions of agreed period/dates of performance not caused by TÜV Rheinland.
- 5.3 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.
- 5.4 If the performance of TÜV Rheinland is delayed due to unforeseeable circumstances such as force majeure, strikes, business interruptions, 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 in accordance with the contract.
- 6.2 Design documents, supplies, auxiliary staff, etc. necessary for performance of the services shall be made available to the client 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 applicable laws 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 Dispute Cases as published 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.
- 6.3 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.
- 6.5 The provisions forth and forth shall also apply to cases in which returned cheques, cessations 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.
- 6.6 Objections to the invoices of TÜV Rheinland shall be submitted in writing within two weeks of receipt of the invoice.
- 6.7 TÜV Rheinland shall be entitled to demand appropriate advance payments.
- 6.8 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.
- 6.9 Only legally established and undisputed claims may be offset against claims by TÜV Rheinland.
- 6.10 TÜV Rheinland shall have the right at all times to set off any amount due or payable by the client, including but not limited to set off against any fees paid by the client under any contracts, agreement and/or order/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 installment. 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 fundamental breach of contract by TÜV Rheinland.
- 9.3 The client is not entitled to refuse acceptance due to insignificant breach of contract by TÜV Rheinland.
- 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 contract is cancelled or postponed, the client shall be liable for the costs of 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 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.

Confidentiality

10. 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, marketing techniques and materials, tangible or intangible, that are supplied, transferred or otherwise disclosed to 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 disclosed by TÜV Rheinland (non-personal and not proprietary to the client) within the scope of the provision of services by TÜV Rheinland. TÜV Rheinland is entitled to store, use, further develop and pass on the data obtained in connection with the provision of services for the purposes of developing new services, improving services and analysing the provision of services. 10.2. The disclosing party shall mark all confidential information disclosed in written form as confidential before passing it 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 ten 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) with the client (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 a data breach or information leak, it shall be obliged 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 is disclosed by the disclosing party 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 to a third party in order to fulfil its contractual obligations under the contract; judicial court, accreditation bodies or third parties 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 shall disclose any confidential information received from the disclosing party only to those of its employees who need this information to perform the services required for the contract. The receiving party undertakes to obligate these employees to observe the same level of secrecy as set forth in the confidentiality or confidentiality information. The disclosing party shall be entitled to request the receiving party to 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 The confidentiality obligation 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 to ensure that all confidential information, including all copies, is destroyed. The disclosing party shall maintain confidentiality of the confidential information and shall not disclose this information to any third parties or use it for itself.
- 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 confidentiality of the 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 and for the purpose of the contract.
- 11.3 The transfer of right of use of the generated work results required in clause 11.2 of the GTBC is subject to full payment of the remuneration agreed in favour of TÜV Rheinland.
- 11.4 The client may use work results only completely 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 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 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 other use 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 In respect 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 fixed overall fee, three times the overall fee for the entire contract; (ii) in the case of a contract for an annually recurring services, the agreed annual fee; (iii) in the case of a contract expressly charged on a unit 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 acutious 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 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 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 embargoes and/or sanctions. In the event of a violation, TÜV Rheinland shall be entitled to terminate the contract with immediate effect and the client shall compensate for the losses incurred thereof by TÜV Rheinland.
14. **Data protection notice**

Retention of test material and documentation

15. 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 request. 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 data, the client 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 hereby 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.
- 15.1 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 request. 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 data, the client 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 hereby 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.
- 15.2 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, or 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 caused by the client in connection with the 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 certificate or until the applicable legal requirements for EUVE 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 GTBC, TÜV Rheinland and the client are entitled to terminate the contract in its entirety or, in the case of a contract with multiple parts, 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 of TÜV Rheinland is prevented from performing the services due to a loss of its accreditation or its accreditation is notified.
- 16.2 For good causes, TÜV Rheinland may consider giving a written notice to the client to terminate the contract in its entirety or, in the case of a contract with multiple parts, 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 of TÜV Rheinland is prevented from performing the services due to a loss of its accreditation or its accreditation is notified.
- 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 certificate 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.
- 16.3 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 others, 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 the Party is not reasonably expected to prevent or avoid such event or circumstance and (b) that 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 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 aggression, extensive military mobilization, civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy; (ii) currency and trade restriction, embargo, sanction; (iv) act of authority whereby seizure or unlawful expropriation of property or assets occurs; (v) general or appropriation seizure of works, requisition, nationalization; (vi) plague, epidemic, natural disaster or extreme natural disaster; (vii) explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system, power supply, labor disturbance, such as strike, 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 and/or compensation or from any other contractual remedy 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.
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- 17.9 The Party successfully invoking this Clause is relieved from its duty to perform its obligations under the contract and from any liability and/or compensation or from any other contractual remedy 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.
- 17.10 The Party successfully invoking this Clause is relieved from its duty to perform its obligations under the contract and from any liability and/or compensation or from any other contractual remedy 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.
- 17.11 The Party successfully invoking this Clause is relieved from its duty to perform its obligations under the contract and from any liability and/or compensation or from any other contractual remedy 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.
- 17.12 The Party successfully invoking this Clause is relieved from its duty to perform its obligations under the contract and from any liability and/or compensation or from any other contractual remedy 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.
- 17.13 The Party successfully invoking this Clause is relieved from its duty to perform its obligations under the contract and from any liability and/or compensation or from any other contractual remedy 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.
- 17.14 The Party successfully invoking this Clause is relieved from its duty to perform its obligations under the contract and from any liability and/or compensation or from any other contractual remedy 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.
- 17.15 The Party successfully invoking this Clause is relieved from its duty to perform its obligations under the contract and from any liability and/or compensation or from any other contractual remedy 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.
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- 17.17 The Party successfully invoking this Clause is relieved from its duty to perform its obligations under the contract and from any liability and/or compensation or from any other contractual remedy 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.
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- 17.19 The Party successfully invoking this Clause is relieved from its duty to perform its obligations under the contract and from any liability and/or compensation or from any other contractual remedy 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.
- 17.20 The Party successfully invoking this Clause is relieved from its duty to perform its obligations under the contract and from any liability and/or compensation or from any other contractual remedy 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.
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- 17.22 The Party successfully invoking this Clause is relieved from its duty to perform its obligations under the contract and from any liability and/or compensation or from any other contractual remedy 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.
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- 17.38