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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/Children Battery Ride On
670/671/674/H7/H7-MT

Sample obtaining method: Sending by customer

Condition at delivery: Test item complete and undamaged.

Sample Receiving date: 2025-07-18; 2025-08-24

Testing Period: 2025-08-11 to 2025-09-03

Place of testing: Chemical laboratory Shenzhen

Test Specification:	Test result:
1. 16 C.F.R. 1303 (CPSIA Sect. 101), ASTM F963-23 Sect. 4.3.5.1 and Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): Total lead content in paint and coating materials	PASS
2. 15 USC 1278a (CPSIA Sect. 101), ASTM F963-23 Sect. 4.3.5.2 and Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): Total lead content in substrate materials	PASS
3. ASTM F963-23 Sect. 4.3.5.1 and 4.3.5.2: Soluble heavy metal	PASS
4. CPSIA Section 108 as amended by 16 CFR 1307 and ASTM F963-23 cl.4.3.8: Phthalates	PASS
California Safe Drinking Water and Toxic Enforcement Act of 1986 (CA Prop 65): DEHP, BBP, DBP, DIDP, DnHP content	PASS

Other information:

- (1) Information provided by customer:
Country of Origin: CHINA

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



2025-09-04

Tocker Jiang / Senior Project Engineer

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/Children Battery Ride On
670/671/674/H7/H7-MT

Material No.	Material	Color	Location
M006	Plastic	Black	Steering wheel of car
M007	Plastic	Black	Backrest of baby ride on car
M008	Paper + coating + adhesive	White/multi color	Label of baby ride on car and children battery ride on car
M009	Plastic	Black	Wheel of baby ride on car and children battery ride on car
M010	Plastic	Grey	Wheel hub and foreface of baby ride on car and children battery ride on car
M011	Plastic	Transparent	Case of headlight of baby ride on car and children battery ride on car
M012	Plastic	Translucent brown	Headlight of baby ride on car and children battery ride on car
M013	Plastic	White	Main body of car
M014	Plastic	Black	Base of car
M015	Coating	White	Connect tube of push bar
M016	Coating	Black	J-shaped stick of base and handle of car
M017	Plastic	Black	Push bar of car
M018	Plastic	White	Gear of base of car
M019	Plastic	Red	Switch of car
M020	Plastic	Black	Switch of car
M021	Coating	White	Surface of switch
M022	Soft plastic	Black	Wheel of car
M023	Coating	Silvery	Surface of wheel hub and backrest of car
M024	Plastic	Yellow	Callipers of wheel of car
M025	Coating	Black	Surface of callipers of wheel of car
M026	Plastic	Black	Wheel of car
M027	Plastic	Black	Front shovel of the car
M028	Plastic	Red	Car caliper of wheel
M029	Plastic	Blue	Car caliper of wheel
M030	Plastic	Black	Main body of car

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M031	Plastic + printing + paper + adhesive	Transparent/white/multi color	Logo of car of Porsche
M032	Plastic	Black	Handle of steering wheel of car
M033	Plastic	Red	Main body of car
M034	Plastic	Pink	Main body of car
M035	Plastic	Black	Headlamp switch
M036	Plastic	White	Main body of car
M037	Plastic	Blue	Main body of car
M038	Plastic	Silvery	Round cover of wheel hub
M039	Plastic + printing	Black/beige white	Case of Li-ion charger
M040	Plastic + printing	Black/white	Case of charger
M041	Plastic	Black	Tube of base of wheel
M042	Plastic	Black	Connector lug of case
M043	Plastic	Black	Cable of socket of electric wire
M044	Plastic	Black	Socket of tube of charge
M045	Plastic	Transparent	Stopper of case of charge
M046	Plastic + printing	Black/white	Electric wire of charge
M047	Metal + plating	Silvery/blue	Bolt of push bar and steering wheel of car
M048	Metal	Silvery	Nut of push bar car
M049	Metal + plating	Silvery/blue	Big screw of base of car
M050	Metal	Black	Screw of steering wheel
M051	Metal	Silvery	Connect tube of push bar
M052	Metal	Silvery	J-shaped sticker of base of car
M053	Metal	Silvery	Ring of base of connect tube of car
M054	Metal	Silvery	Axis of base of connect tube of car
M055	Metal	Silvery	Axis of wheel of car
M056	Metal	Silvery	Pin of plug of case of charge
M057	Metal	Silvery	Tube of socket (all style)
M058	Metal	Silvery	Plug of case of charge
M059	Metal	Silvery	Axis of wheel of car
M060	Metal + plating	Silvery/blue	Screw of base of car
M061	Metal	Silvery	Nut of bolt steering wheel

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M062	Coating	Multi color	Label of baby ride on car and children battery ride on car
M063	Paper + adhesive	White	Label of baby ride on car and children battery ride on car
M064	Plastic + coating	Yellow/black	Callipers of wheel of car
M065	Plastic + coating	Black/white	Switch of car
M066	Plastic + coating	Red/white	Switch of car
M067	Plastic + printing + paper + adhesive	White/transparent/multi color	Main body with Logo of car
M096	Plastic	Black	Handle of steering wheel of car
M107	Metal	Silvery	Plug of charge

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1.16 C.F.R. 1303 (CPSIA Sect. 101), ASTM F963-23 Sect. 4.3.5.1 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	M015 + M016 + M023	Lead Content	ppm	10	90	< RL
T002	M062	Lead Content	ppm	10	90	< RL

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

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2.15 USC 1278a (CPSIA Sect. 101), ASTM F963-23 Sect. 4.3.5.2 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	M006 + M007 + M063	Lead Content	ppm	10	100	< RL
T002	M009 + M010 + M011	Lead Content	ppm	10	100	< RL
T003	M012 + M013 + M014	Lead Content	ppm	10	100	< RL
T004	M017 + M018 + M019	Lead Content	ppm	10	100	< RL
T005	M020 + M022 + M024	Lead Content	ppm	10	100	< RL
T006	M026 + M027 + M028	Lead Content	ppm	10	100	< RL
T007	M029 + M030 + M031	Lead Content	ppm	10	100	< RL
T008	M032 + M033 + M034	Lead Content	ppm	10	100	< RL
T009	M035 + M036 + M037	Lead Content	ppm	10	100	< RL
T010	M038 + M039 + M040	Lead Content	ppm	10	100	< RL
T011	M041 + M042 + M043	Lead Content	ppm	10	100	< RL
T012	M044 + M045 + M046	Lead Content	ppm	10	100	< RL
T013	M047 + M048 + M049	Lead Content	ppm	10	100	< RL
T014	M050 + M051 + M052	Lead Content	ppm	10	100	< RL

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T015	M053 + M054 + M055	Lead Content	ppm	10	100	< RL
T017	M059 + M060 + M061	Lead Content	ppm	10	100	< RL
T018	M096	Lead Content	ppm	10	100	< RL
T019	M107	Lead Content	ppm	10	100	19400(*1)
T020	M056	Lead Content	ppm	10	100	58
T021	M057	Lead Content	ppm	10	100	57
T022	M058	Lead Content	ppm	10	100	75

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

Remark:

- *1 According to Consumer Product Safety Commission, exemptions for lead as used in certain parts of children's electronic devices, the following lead-containing components are granted the exemptions :

Used in copper-based alloys, the maximum amount of lead shall be less than 4% by weight (40,000 ppm)

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3.ASTM F963-23 Sect. 4.3.5.1 and 4.3.5.2: Soluble heavy metal

Test method: For paint and similar surface-coating materials: ASTM F963-23 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 F963-23 Section 8.3.5 Soluble Element Test Method for Substrate Materials

Test result:

Test No.	Material No.	[mg/kg]							
		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	M006	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T002	M007	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T003	M008	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T004	M009	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T005	M010	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T006	M011	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T007	M012	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T008	M013	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T009	M014	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T010	M015	< RL	< RL	476	< RL	< RL	< RL	< RL	< RL
T011	M016	< RL	< RL	24	< RL	24	2.6	< RL	< RL
T012	M017	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T013	M018	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T014	M019	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T015	M020	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T016	M021	-	-	-	-	-	-	-	-
T017	M022	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T018	M023	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T019	M024	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T020	M025	-	-	-	-	-	-	-	-
T021	M026	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T022	M027	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T023	M028	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T024	M029	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T025	M030	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T026	M031	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T027	M032	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T028	M033	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T029	M034	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T030	M035	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL

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Test No.	Material No.	[mg/kg]							
		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
T031	M036	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T032	M037	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T033	M038	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T034	M039	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T035	M040	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T036	M041	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T037	M042	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T038	M043	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T039	M044	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T040	M045	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T041	M046	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T042	M096	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL

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

** According to ASTM F963-23, if the weight of a test portion of toy material is less than 10 mg, the analysis of migration of certain elements would not be required. If the weight of a test portion of toy material is between 10 mg and 100 mg, the analytical results would be calculated as though 100mg of the test portion had been used.

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4. Phthalates content

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

Test Result:

Test No. Material No.				T001	T002	T003
				M006 + M007 + M008	M009 + M010 + M011	M012 + M013 + M014
Test Parameter	CAS NO	Unit	RL	Result	Result	Result
Diethylhexyl phthalate (DEHP)	117-81-7	%	0.01	< RL	< RL	< RL
Dibutyl phthalate (DBP)	84-74-2	%	0.01	< RL	< RL	< RL
Benzylbutyl phthalate (BBP)	85-68-7	%	0.01	< RL	< RL	< RL
Diisobutyl phthalate (DIBP)	84-69-5	%	0.01	< RL	< RL	< RL
Diisononyl phthalate (DINP)	28553-12-0, 68515-48-0	%	0.01	< RL	< RL	< RL
Diisodecyl phthalate (DIDP)	26761-40-0, 68515-49-1	%	0.01	< RL	< RL	< RL
Di-n-pentyl phthalate (DnPP)	131-18-0	%	0.01	< RL	< RL	< RL
Di-n-hexyl phthalate (DnHP)	84-75-3	%	0.01	< RL	< RL	< RL
Dicyclohexyl phthalate (DCHP)	84-61-7	%	0.01	< RL	< RL	< RL
Conclusion: ASTM F963-23 cl.4.3.8 and 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	T005	T006
				M015 + M016 + M023	M017 + M018 + M064	M022 + M065 + M066
Test Parameter	CAS NO	Unit	RL	Result	Result	Result
Diethylhexyl phthalate (DEHP)	117-81-7	%	0.01	< RL	< RL	< RL
Dibutyl phthalate (DBP)	84-74-2	%	0.01	< RL	< RL	< RL
Benzylbutyl phthalate (BBP)	85-68-7	%	0.01	< RL	< RL	< RL
Diisobutyl phthalate (DIBP)	84-69-5	%	0.01	< RL	< RL	< RL
Diisononyl phthalate (DINP)	28553-12-0, 68515-48-0	%	0.01	< RL	< RL	< RL
Diisodecyl phthalate (DIDP)	26761-40-0, 68515-49-1	%	0.01	< RL	< RL	< RL
Di-n-pentyl phthalate (DnPP)	131-18-0	%	0.01	< RL	< RL	< RL
Di-n-hexyl phthalate (DnHP)	84-75-3	%	0.01	< RL	< RL	< RL
Dicyclohexyl phthalate (DCHP)	84-61-7	%	0.01	< RL	< RL	< RL
Conclusion: ASTM F963-23 cl.4.3.8 and 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

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Test No. Material No.				T007 M026 + M027 + M028	T008 M032 + M033 + M034	T009 M038 + M039 + M040
Test Parameter	CAS NO	Unit	RL	Result	Result	Result
Diethylhexyl phthalate (DEHP)	117-81-7	%	0.01	< RL	< RL	< RL
Dibutyl phthalate (DBP)	84-74-2	%	0.01	< RL	< RL	< RL
Benzylbutyl phthalate (BBP)	85-68-7	%	0.01	< RL	< RL	< RL
Diisobutyl phthalate (DIBP)	84-69-5	%	0.01	< RL	< RL	< RL
Diisononyl phthalate (DINP)	28553-12-0, 68515-48-0	%	0.01	< RL	< RL	< RL
Diisodecyl phthalate (DIDP)	26761-40-0, 68515-49-1	%	0.01	< RL	< RL	< RL
Di-n-pentyl phthalate (DnPP)	131-18-0	%	0.01	< RL	< RL	< RL
Di-n-hexyl phthalate (DnHP)	84-75-3	%	0.01	< RL	< RL	< RL
Dicyclohexyl phthalate (DCHP)	84-61-7	%	0.01	< RL	< RL	< RL
Conclusion: ASTM F963-23 cl.4.3.8 and 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.				T010 M041 + M042 + M043	T011 M044 + M045 + M046	T012 M029 + M030 + M067
Test Parameter	CAS NO	Unit	RL	Result	Result	Result
Diethylhexyl phthalate (DEHP)	117-81-7	%	0.01	< RL	< RL	< RL
Dibutyl phthalate (DBP)	84-74-2	%	0.01	< RL	< RL	< RL
Benzylbutyl phthalate (BBP)	85-68-7	%	0.01	< RL	< RL	< RL
Diisobutyl phthalate (DIBP)	84-69-5	%	0.01	< RL	< RL	< RL
Diisononyl phthalate (DINP)	28553-12-0, 68515-48-0	%	0.01	< RL	< RL	< RL
Diisodecyl phthalate (DIDP)	26761-40-0, 68515-49-1	%	0.01	< RL	< RL	< RL
Di-n-pentyl phthalate (DnPP)	131-18-0	%	0.01	< RL	< RL	< RL
Di-n-hexyl phthalate (DnHP)	84-75-3	%	0.01	< RL	< RL	< RL
Dicyclohexyl phthalate (DCHP)	84-61-7	%	0.01	< RL	< RL	< RL
Conclusion: ASTM F963-23 cl.4.3.8 and 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

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Test No.				T013
Material No.				M035 + M037 + M096
Test Parameter	CAS NO	Unit	RL	Result
Diethylhexyl phthalate (DEHP)	117-81-7	%	0.01	< RL
Dibutyl phthalate (DBP)	84-74-2	%	0.01	< RL
Benzylbutyl phthalate (BBP)	85-68-7	%	0.01	< RL
Diisobutyl phthalate (DIBP)	84-69-5	%	0.01	< RL
Diisononyl phthalate (DINP)	28553-12-0, 68515-48-0	%	0.01	< RL
Diisodecyl phthalate (DIDP)	26761-40-0, 68515-49-1	%	0.01	< RL
Di-n-pentyl phthalate (DnPP)	131-18-0	%	0.01	< RL
Di-n-hexyl phthalate (DnHP)	84-75-3	%	0.01	< RL
Dicyclohexyl phthalate (DCHP)	84-61-7	%	0.01	< RL
Conclusion: ASTM F963-23 cl.4.3.8 and CPSIA Section 108 as amended by 16 CFR 1307				Pass
Conclusion: CA Prop 65 DEHP, BBP, DBP, DIDP and DnHP content				Pass

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

Remark:

- 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
- Requirement of ASTM F963-23 cl.4.3.8 and 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)

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Sample Photos



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Sample Photos



- END -

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

1. **Scope**
- 1.1 These General Terms and Conditions of Business of TÜV Rheinland in Greater China ("GTCB") is made between one or more members and one or more companies of TÜV Rheinland in Greater China as applicable as the case may be ("TÜV Rheinland"). The Greater China hereof refers to the regions within the territories of China. The client hereby includes:
- (i) a natural person capable to form legally binding contracts under the applicable laws who concludes the contract for the purpose of the daily use;
- (ii) the incorporated or unincorporated entity duly organized, validly existing and capable to form legally binding contracts under the applicable law.
- 1.2 The following terms and conditions apply to agreed services including consultancy services, information, deliveries and similar services as well as ancillary services and other secondary obligations provided within the scope of contract performance.
- 1.3 Any standard terms and conditions of the client of any nature shall not apply and shall hereby be expressly excluded. No standard contractual terms and conditions of the client shall form part of the contract even if TÜV Rheinland does not explicitly object to them.
- 1.4 In the context of an ongoing business relationship with the client, this GTCB shall also apply to future contracts with the client without TÜV Rheinland having to refer to them separately in each individual case.
2. **Quotations**
- Unless otherwise agreed, all quotations submitted by TÜV Rheinland can be changed by TÜV Rheinland without notice prior to its acceptance and confirmation by the other party.
3. **Coming into effect and duration of contracts**
- 3.1 The contract shall come into effect for the agreed terms upon the quotation letter of TÜV Rheinland or a separate contractual document being signed by both contracting parties, or upon the request 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 in the contract where such extension is written by both parties with a three-month notice prior to the end of the contractual term.
4. **Scope of services**
- 4.1 The scope and type of the services to be provided by TÜV Rheinland shall be specified in the contractually agreed service scope of TÜV Rheinland by both parties. If no such separate service scope of TÜV Rheinland exists, then the written confirmation of order by TÜV Rheinland shall be decisive for the service to be provided. Unless otherwise agreed, services beyond the scope of the service description (e.g. checking of the construction of parts, products, processes, installations, organizations not listed in the service description, as well as the intended use and application of such) are not owed. In particular, no responsibility is assumed for the design, selection of materials, construction or intended use of an examined part, product, process or plant, unless this is expressly stated in the order.
- 4.2 The agreed services shall be performed in compliance with the regulations in force at the time the contract is entered into.
- 4.3 TÜV Rheinland is entitled to determine, in its sole discretion, the method and nature of the assessment unless otherwise agreed in writing or if mandatory provisions require a specific procedure to be followed.
- 4.4 On execution of the work there shall be no simultaneous assumption of any guarantee of the correctness (proper quality) and working order of either tested or examined parts nor of the installation as a whole or of 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 by TÜV Rheinland, unless otherwise agreed in writing with regulations, unless these questions are expressly covered by the contract.
- 4.5 In the case of inspection work, TÜV Rheinland shall not be responsible for the accuracy or checking of the safety programmes or safety regulations on which the inspections are based, unless otherwise expressly agreed in writing.
- 4.6 If mandatory legal regulations and standards or official requirements for the agreed service scope change after conclusion of the contract, with a written notice to the client, TÜV Rheinland shall be entitled to additional remuneration for resulting additional expenses.
- 4.7 The services to be provided by TÜV Rheinland under the contract are agreed exclusively with the client. A contract of third parties with the services of TÜV Rheinland, as well as making available of and justifying confidence in the work results (test reports, test results, expert reports, etc.) are not part of the agreed services. This also applies if the client passes on work results - in full or in extracts - to third parties in accordance with clause 11.4.
- 4.8 The client understands and agrees to perform the contract with TÜV Rheinland, the client may need to sign one or more contracts/agreements with all/more third party(ies) and establish legal relationships with those/third party(ies) according to such contractual agreements. TÜV Rheinland hereby declares its contractual liability according to this contract and the direct services actually to be provided by our company in the service process. If the relevant services are not directly provided by TÜV Rheinland (including but not limited to any testing and certification services to be provided by third parties, test and certification services), TÜV Rheinland will provide the client as agent for such relevant services. In order to achieve the purpose of the contract, the client hereby agrees that TÜV Rheinland (including but not limited to a third party) to partly undertake or to have its employees to partly undertake all responsibility and/or risk for any services to be provided by any third parties (including but not limited to the testing and/or certification services to be entrusted and/or applied for by our company on behalf of the client or other testing and/or certification bodies, agency services provided by any other third party(ies), etc.). Besides, the client shall be liable in accordance with the relevant laws and regulations and/or the terms under the contract. If the client is required to assume any annual renewal/validity of the relevant services, TÜV Rheinland shall be responsible and pay additional fees in accordance with the relevant laws and regulations or the testing and certification rules, such fees are not within the scope of the contract price, the client shall timely fulfill the obligation to pay the relevant fees. If the client does not do so in time and, if the client fails to perform such obligations of the annual renewal/surveillance or fees payment, it may lead to adverse consequences such as failure of the surveillance/cancellation/invalidity of testing and/or certification results, which shall not be borne/liable by TÜV Rheinland.
- 4.9 For the service contract agreed in the contract, if the client requires TÜV Rheinland to deliver relevant test samples, data, etc. to any overseas laboratory or other places or sites to be designated by the client, TÜV Rheinland shall not take any responsibility for any legal and/or problems during such delivery and the transportation process (including but not limited to any loss or damages of the samples and/or the materials, etc.). Besides, the relevant freight fees shall be borne by the client.
5. **Performance 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 consistent as binding by TÜV Rheinland in writing.
- 5.2 If binding periods of performance have been agreed, these periods shall not commence until the client has submitted all required documents to TÜV Rheinland.
- 5.3 Articles 5.1 and 5.2 shall apply, even without express agreement by the client, to all extensions of agreed period/dates of performance not caused by TÜV Rheinland.
- 5.4 TÜV Rheinland is not responsible for a delay in performance, in particular if the client has not fulfilled his or her obligations in accordance with clause 1.1 and 5.1 in time and, in particular, has not provided TÜV Rheinland with all documents and information required for the performance of the service as specified in the contract.
- 5.5 If the performance of TÜV Rheinland is delayed due to unforeseeable circumstances such as force majeure, strikes, business disruptions, governmental regulations, transport obstacles, etc., TÜV Rheinland is entitled to postpone performance for a reasonable period of time which corresponds at least to the duration of the hindrance plus any time period which may be required to resume performance.
- 5.6 If the client is obliged to comply with legal, officially prescribed and/or by the accreditator prescribed deadlines, it is the client's responsibility to ensure that the deadline is met, in particular, if the client enables the client to comply with the legal and/or officially prescribed deadlines. TÜV Rheinland assumes no responsibility in this respect unless TÜV Rheinland expressly agreed in writing specifically stating that ensuring the deadlines is the contractual obligation of TÜV Rheinland.
6. **The client's obligation to cooperate**
- 6.1 The client shall guarantee that all cooperation required on its part, its agents or third parties will be provided in good time and at no cost to TÜV Rheinland.
- 6.2 Design documents, supplies, auxiliary staff, etc. necessary for performance of the services shall be made available free of charge by the client. Moreover, collaborative action of the client must be undertaken in accordance with legal provisions, standards, safety regulations and accident prevention instructions. And the client represents and warrants that:
- a) it has required statutory qualifications;
- b) the product, service or management system to be certified complies with applicable laws and regulations; and
- c) it doesn't have any legal and dishonest behaviours or is not included in the list of Enterprises with Serious Illegal and Dishonest Acts of People's Republic of China.
- If the client breaches the aforesaid representations and warranties, TÜV Rheinland is entitled to i) immediately terminate the contract/order without prior notice; and ii) withdraw the issued testing report/certificates if any.
- 6.3 The client shall bear any additional cost incurred on account of work having to be redone or being delayed as a result of late, incorrect or incomplete information provided by or lack of proper cooperation from the client. Even where a fixed or maximum price is agreed, TÜV Rheinland shall be entitled to charge extra fees for such additional expense.
7. **Prices**
- 7.1 If the scope of performance is not laid down in writing when the order is placed, invoicing shall be based on costs actually incurred. If no price is agreed in writing, invoicing shall be based on the price list of TÜV Rheinland valid at the time of performance.
- 7.2 Unless otherwise agreed, work orders shall be issued by the client.
- 7.3 If the execution of an order extends over more than one month and the value of the contract or the agreed fixed price exceeds €2,500.00 or equivalent value in local currency, TÜV Rheinland may demand payments on account or in instalments.
8. **Payment terms**
- 8.1 All invoice amounts shall be due for payment within 30 days of the invoice date without deduction on receipt of the invoice. No discounts and rebates shall be granted.
- 8.2 Payments shall be made to the bank account of TÜV Rheinland as indicated on the invoice, stating the invoice and client numbers.
- 8.3 In cases of default of payment, TÜV Rheinland shall be entitled to claim default interest at the applicable short term interest rate publicly announced by a reputable commercial bank in the country where TÜV Rheinland is located. At the same time, TÜV Rheinland reserves the right to claim further damages.
- 8.4 Should the client default in payment of the invoice despite being granted a reasonable grace period, TÜV Rheinland shall be entitled to cancel the contract, withdraw the certificate, claim damages for non-performance and refuse to continue performance of the contract.
- 8.5 The provisions set forth in article 8.4 shall also apply in cases involving returned cheques, cessation of payment, commencement of insolvency proceedings against the client's assets or cases in which the commencement of insolvency proceedings has been dismissed due to lack of assets.
- 8.6 Objections to the invoices of TÜV Rheinland shall be submitted in writing within two weeks of receipt of the invoice.

- 8.7 TÜV Rheinland shall be entitled to demand appropriate advance payments.
- 8.8 TÜV Rheinland shall be entitled to raise its fees at the beginning of a month if overheads and/or purchase costs have increased. In this case, TÜV Rheinland shall notify the client in writing of the rise in fees. This notification shall be issued one month prior to the date on which the rise in fees shall come into effect (period of notice of changes in fees). If the rise in fees exceeds 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 rise in fees shall be deemed to have been agreed upon by the time of the expiry of the notice period.
- 8.9 Only legally established and undisputed claims may be offset against claims by TÜV Rheinland.
- 8.10 TÜV Rheinland shall have the right at all times to set off any amount due or payable by the client, including but not limited to set off any amount due or payable by the client under any contracts, agreements 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 instalment. The client shall be obliged to accept it immediately.
- 9.2 If acceptance is required or contractually agreed in an individual case, this shall be deemed to have taken place two (2) weeks after completion and handover of the work, unless the client refuses acceptance within this period stating at least one 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-up/Audit stage, if the client was unable to make use of the time windows provided for within the scope of a certification procedure for auditing performance by TÜV Rheinland and the certificate is therefore to be withdrawn (e.g. performance of surveillance audits), or if the client refuses or postpones a confirmed audit by TÜV Rheinland, 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 for out-of-pocket damages in the event of a withdrawal of the order. The compensation for expenses if the service is not called within one year after the order has been placed. The client reserves the right to prove that the TÜV Rheinland has incurred no damage whatsoever or only a considerably lower damage than the above mentioned lump sum.
10. **Confidentiality**
- 10.1 For the purpose of these terms and conditions, "confidential information" means all know-how, trade secrets, documents, images, drawings, expertise, information, data, test results, reports, samples, project documents, pricing and financial information, customer and supplier information, and marketing techniques and applications, including but not limited to the following:
- (i) information 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 not disclosed or transferred or assigned by TÜV Rheinland to the client, 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 five working days of oral disclosure. Where the disclosing party does not do so, the confidentiality period, the receiving party shall not take any confidentiality obligations hereunder towards such information. The client shall avoid using any third party platform and/or system (e.g., Wechat, etc. Unauthorized by TÜV Rheinland) to send any confidential information to TÜV Rheinland. Instead, the client shall send any confidential information to company email of TÜV Rheinland employees through its company email. If the client suffers from any losses or damages due to any theft or leakage to be caused by the adoption of and/or the use of the disclosing party's testing methods mentioned above, TÜV Rheinland shall be waived for any compensation liabilities.
- 10.3 All confidential information which the disclosing party transmits or otherwise discloses to the receiving party and which is created during the performance of the contract by TÜV Rheinland 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.
- a) In the event of several consecutive delays in the performance of the contract, unless this is necessary for fulfilling the purpose of the contract or TÜV Rheinland is required to pass on confidential information, inspection reports or documentation to the government authorities, official control, accreditation bodies or third parties (including but not limited to the relevant direct and/or indirect proposed purchasers, vehicle manufacturers/whole equipment manufacturers, test standards or test requirements providers of the client's test products and/or certified products, etc.), that are involved in the performance of the contract, the confidentiality obligation 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 the receiving party.
- 10.4 The receiving party may disclose any confidential information received from the disclosing party only to those of its employees who need this information to perform the services required for the contract. The receiving party shall ensure that its employees to observe the same level of secrecy as set forth in this confidentiality clause.
- 10.5 Information for which the receiving party can furnish proof that:
- a) it was generally known at the time of disclosure or has become general knowledge without the disclosure of confidential information;
- b) it was disclosed to the receiving party by a third party entitled to disclose this information; or
- c) the receiving party already possessed this information prior to disclosure by the disclosing party; or
- d) the receiving party developed it itself, irrespective of disclosure by the disclosing party, shall not be deemed to constitute "confidential information" as defined in this confidentiality clause.
- 10.6 All confidential information shall remain the property of the disclosing party. The receiving party hereby agrees to immediately (i) return all confidential information, including all copies, to the disclosing party, and (ii) on request by the disclosing party, to destroy all confidential information, including all copies, and to confirm the destruction of the 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 request after termination or expiry of the contract. This does not include reports and certificates prepared for the client 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 comply with the requirements of the contract, general documentation purposes required by laws, regulations and the requirements of working procedures of TÜV Rheinland.
- 10.7 From the start of the contract and for a period of three years after termination or expiry of the contract, the receiving party shall maintain strict secrecy of all confidential information and shall not disclose this information to any third parties or use it for itself.
11. **Copyrights and rights of use, publications**
- 11.1 TÜV Rheinland shall retain all exclusive copyrights in the reports, expert reports/opinions, test reports/results, results, calculations, presentations, etc. prepared by TÜV Rheinland, unless otherwise agreed by the parties in a separate agreement. As the owner of the copyrights, TÜV Rheinland is free to grant others the right to use the work results for individual or all types of use ("right of use").
- 11.2 The right of use is 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, etc. prepared within the scope of the contract for the contractually agreed purpose.
- 11.3 The transfer of right of use of the generated work results regulated in clause 11.2 of the GTCB is subject to full payment of the remaining agreed fee by the client.
- 11.4 The client may use work results only complete and unshortened. The client may only pass on the work results in full unless TÜV Rheinland has given its prior written consent to the partial passing on of work results.
- 11.5 Any publication or duplication of the work results for advertising purposes or any further use of the work results beyond the scope regulated in clause 11.2, and any quotation of the introduction of TÜV Rheinland before 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 ensure that the work results are not further disseminated.
- 11.7 The consent of TÜV Rheinland to publication or duplication of the work results does not entitle the client to use the corporate logo, corporate design or testification mark of TÜV Rheinland.
12. **Liability of TÜV Rheinland**
- 12.1 Irrespective of the legal basis, to the fullest extent permitted by applicable law, in the event of a breach of contractual obligations or tort, the liability of TÜV Rheinland for all damages, losses and reimbursement of expenses caused by TÜV Rheinland, its legal representatives and/or employees shall be limited to: (i) in the case of a contract with a fixed overall fee, three times the overall fee for the entire contract; (ii) in the case of a contract for an annually recurring services, the agreed annual fee; (iii) in the case of a contract expressly charged on a time and material basis, a maximum of 20,000 Euro or equivalent amount in local currency; and (iv) in the case of a framework agreement that provides for the possibility of placing individual orders, three times of the fee for the individual order under which the damages or losses have occurred. Notwithstanding the above, in the event that the total and accumulated liability calculated according to the foregoing provisions exceeds 25 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 25 Million Euro or equivalent amount in local currency.
- 12.2 The limitation of liability according to article 12.1 above shall not apply to damages and/or losses caused by malice, intent or gross negligence on the part of TÜV Rheinland or its vicarious agents. Such limitation shall not apply to damages for a person's death, the total 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 the services or the acts of the personnel of such personnel made available as 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 for damages caused by the personnel of TÜV Rheinland.
- 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 laws.
- 13.2 The performance of a contract with the client is subject to the proviso that there are no obstacles to performance due to national or international foreign trade legislations or embargos and/or

- sanctions. In the event of a violation, TÜV Rheinland is entitled to terminate the contract with immediate effect and the client shall compensate for the losses incurred thereof by TÜV Rheinland.
14. **Data protection notice**
- The client understands and agrees that TÜV Rheinland processes personal data (including but not limited to personal information) of the client and its related parties (including but not limited to the supplier of the client) for the purpose of fulfilling the 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 process sensitive personal data. TÜV Rheinland will use and process the data in accordance with the relevant legal basis. If any personal data has been disclosed or transferred to any third party or any overseas party outside of the district in which the personal data was collected, the client must confirm that it has obtained the prior consent of the data subject. TÜV Rheinland will carry out cross-border data transmission and protect the data in compliance with the privacy and personal data security related laws and regulations in China and the local country. TÜV Rheinland will take measures to avoid any leakage, abuse, manipulation, damage or unauthorized access of personal data. The personal data will be deleted immediately as soon as a corresponding reason for deletion arises. Data subjects may exercise the following rights: right of information, right of decision, right of rectification, right of deletion, right of processing limitation, right of objection, right of data transferability. In addition, persons concerned by the data processing have the right to revoke their consent at any time with effect for the future, as well as the right to file a complaint with the competent data protection supervisory authority. For further details on the processing of personal data by TÜV Rheinland as the person responsible or contract processor, please refer to the respective data protection information. You can contact the Group Data Protection Officer of TÜV Rheinland by e-mail at dataprotection@tuv.com or by post at the following address: TÜV Rheinland AG, c/o Group Data Protection Officer, Am Grauen Stein, 51105 Cologne, Germany.
15. **Retention of test material and documentation**
- 15.1 The test samples submitted by the client to TÜV Rheinland for testing will be scrapped following testing or will be returned to the client at the client's expense. The only exceptions are test samples, which are placed in storage on the basis of statutory regulations or of another agreement with the client.
- 15.2 Charges apply if the test samples are stored at the premises of TÜV Rheinland. The cost of placing a test sample into storage will be disclosed to the client in the quotation.
- 15.3 Reference samples and documentation are given to the client and shall be placed in storage at their premises, the reference samples or documents 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 the reference samples or documents available, any liability claims for material and pecuniary damage resulting from the respective testing and certification that is brought forward by the client against TÜV Rheinland shall be voided.
- 15.4 The retention period for the documentation shall be determined at the expiry of the test mark certificates or shall meet the applicable legal requirements for EU/EEA certificates of conformity and GS mark certificates.
- 15.5 The client is obliged to 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 3.2 of the GTCB, TÜV Rheinland and the client are entitled to terminate the contract in its entirety or, in the case of services contracted in one contract, each of the combined parts of the contract individually and independently of the continuation of the remaining services with six (6) months' notice to the end of the contractually agreed term. The notice period shall be shortened to six (6) weeks in case of TÜV Rheinland is prevented from performing the services due to a loss or a suspension of its accreditation or notification.
- For good cause, TÜV Rheinland may consider giving a written notice to the client to terminate the contract without being any liabilities and/or compensation to the client for the relevant service fees for the services provided by TÜV Rheinland due to the termination date of the contract. The aforesaid good causes includes but not limited to the following:
- a) the client does not fulfil its obligations to TÜV Rheinland for more than 10 (ten) years after the termination of the contract;
- b) the client misuses the certificate or certification mark or uses it in violation of the contract;
- c) in the event of several consecutive delays in the performance of the contract;
- d) a substantial deterioration of the financial circumstances of the client occurs and as a result the payment claims of TÜV Rheinland under the contract are considerably endangered and TÜV Rheinland cannot reasonably be expected to continue the contractual relationship;
- e) in the event of any serious misrepresentation, be it by intentional fraud or grossly negligent behavior of the managers, employees or agents of the client;
- f) if TÜV Rheinland, at its discretion beyond the contract, terminates or finally not able or intended 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.
- If the country/region involved in the contract is subject to a security project in the contract does not belong to the insurance coverage applicable to TÜV Rheinland, and TÜV Rheinland believes that there is a risk or some risks beyond its control to continue to perform the contract.
- If the event mentioned 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. The lump-sum claim shall be payable by the client if the client has not made use of the time windows for auditing /service provision provided by TÜV Rheinland within the scope of a certification procedure and the certificate therefore has to be withdrawn (for example during the performance of monitoring audits). Clause 16.3 applies accordingly.
17. **Force Majeure**
- 17.1 "Force Majeure" means the occurrence of an event or circumstance that prevents or impedes a Party from performing one or more of its contractual obligations under the contract, if and to the extent that that Party proves: (a) that such impediment is beyond its reasonable control; and (b) that it could not reasonably have avoided or overcome the event or its consequences, and (c) that the effects of the impediment could not reasonably have been avoided or overcome by the affected Party.
- 17.2 In the absence of proof to the contrary, the following events affecting a Party shall be presumed to fulfill conditions (a) and (b) under paragraph 1 of this Clause: (i) war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilization; (ii) civil war, riot, rebellion and related disturbances; (iii) epidemic, natural disaster or extreme natural event; (iv) piracy; (v) currency and trade restriction, embargo, sanction; (vi) act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, equipment, nationalization; (v) plague, epidemic, natural disaster or extreme natural event; (v) explosion, fire, destruction of equipment, prolonged breakdown of transport, telecommunication, information system or energy; (vii) general labor disturbance such as boycott, strike and lock-out; or plow-slow, occupation of factories and premises.
- 17.3 The Party successfully invoking this Clause is relieved from its duty to perform its obligations under the contract and from any liability in damages or from any other contractual remedy for breach of contract at the time at which the impediment or its inability to perform, provided that the notice thereof is given without delay. If notice thereof is not given without delay, the relief is effective from the time at which notice thereof reaches the other Party. Where the effect of the impediment or its inability to perform is temporary, the above provisions shall apply as long as the impediment invoked impedes performance by the affected Party. Where the duration of the impediment invoked has the effect of substantially depriving the contracting Parties of what they were reasonably entitled to expect under the contract, either Party has the right to terminate the contract by notification within a reasonable period to the other Party. Unless otherwise agreed, the Parties expressly agree that the contract may be terminated by either Party if the duration of the impediment exceeds 120 days.
18. **Hardship**
- 18.1 The Parties are bound to perform their contractual duties even if events have rendered performance more onerous than could reasonably have been anticipated at the time of the conclusion of the contract.
- 18.2 Notwithstanding paragraph 1 of this Clause, where a Party proves that:
- (a) the continued performance of its contractual duties has become excessively onerous due to an event beyond its reasonable control which it could not reasonably have been expected to have taken into account at the time of the conclusion of the contract; and
- (b) it could not reasonably have avoided or overcome the event or its consequences, the Parties are bound, within a reasonable time of the invocation of this Clause, to negotiate alternative contractual terms which reasonably allow to overcome the consequences of the event.
- 18.3 Where Clause 18.2 applies, but where the Parties have been unable to agree to alternative contractual terms as provided in that paragraph, the Party invoking this Clause is entitled to terminate the contract, but cannot request adaptation by the judge or arbitrator without the agreement of the other Party.
19. **Partial invalidity, written form, place of jurisdiction and dispute resolution**
- 19.1 All amendments and supplements must be in writing in order to be effective. This also applies to amendments and supplements to this clause 19.1.
- 19.2 Should one or several of the provisions under the contract and/or these terms and conditions be or become ineffective, the contracting parties shall replace the invalid provision with a legally valid provision that comes closest to the content of the invalid provision in legal and commercial terms.
- 19.3 Unless otherwise stipulated in the contract, the governing law of the contract and these terms and conditions shall be the law of the People's Republic of China.
- a) If TÜV Rheinland in question is legally registered and existing in the People's Republic of China, the contracting parties hereby agree that the contract and these terms and conditions shall be governed by the law of the People's Republic of China.
- b) If TÜV Rheinland in question is legally registered and existing in Taiwan, the contracting parties hereby agree that the contract and these terms and conditions shall be governed by the laws of Taiwan.
- c) If TÜV Rheinland in question is legally registered and existing in Hong Kong, the contracting parties hereby agree that the contract and these terms and conditions shall be governed by the laws of Hong Kong.
- Any dispute in connection with the contract and these terms and conditions or the execution thereof shall be settled friendly through negotiations.
- Unless otherwise stipulated in the contract, no agreement or no agreement in respect of the extension of the negotiation period can be reached within two months of the arising of the dispute, the dispute shall be submitted:
- a) in the case of TÜV Rheinland in question being legally registered and existing in the People's Republic of China, to China International Economic and Trade Arbitration Commission (CIETAC) to be settled by arbitration under the Arbitration Rules of CIETAC in force when the arbitration is submitted. The arbitration shall take place in Beijing, Shanghai, Shenzhen or Chongqing as appropriately chosen by the claiming party.
- b) in the case of TÜV Rheinland in question being legally registered and existing in Taiwan, to Chinese Arbitration Association (CAA) to be settled by arbitration in accordance with its then current Rules of Arbitration. The arbitration shall take place in Taipei.
- c) in the case of TÜV Rheinland in question being legally registered and existing in Hong Kong, to Hong Kong International Arbitration Centre (HKIAC) to be settled by arbitration under the arbitration under the Administered Arbitration Rules in force when the Notice of Arbitration is submitted in accordance with these rules. The arbitration shall take place in Hong Kong.
- The decision of the relevant arbitration shall be final and binding on both parties. The arbitration fee shall be borne by the losing party.