

<b>Prüfbericht-Nr.:</b> <i>Test Report No.:</i>	<b>168317194b 001</b>	<b>Auftrags-Nr.:</b> <i>Order No.:</i>	168317194	Seite 1 von 11 Page 1 of 11	
<b>Kunden-Referenz-Nr.:</b> <i>Client Reference No.:</i>	2362254	<b>Auftragsdatum:</b> <i>Order date:</i>	29.04.2021		
<b>Auftraggeber:</b> <i>Client:</i>	GAOMI LONGYUE PROTECTIVE EQUIPMENT CO., LTD. NO.189 FENGJIAZHUANG VILLAGE, GAOMI CITY, SHANDONG, CHINA				
<b>Prüfgegenstand:</b> <i>Test item:</i>	Personal Protective Equipment – Safety Shoes				
<b>Bezeichnung / Typ-Nr.:</b> <i>Identification / Type No.:</i>	Category/ Symbol: S1P SRC Size: 36-47 Article No.: MG708				
<b>Auftrags-Inhalt:</b> <i>Order content:</i>	<b>Chemische Prüfungen</b> <i>Chemical testing</i>				
<b>Prüfgrundlage:</b> <i>Test specification:</i>	Requirement according to Regulation (EC) No.1907/2006 (REACH) Annex XVII				
<b>Wareneingangsdatum:</b> <i>Date of receipt:</i>	29.04.2021				
<b>Prüfmuster-Nr.:</b> <i>Test sample No.:</i>	A003044221				
<b>Prüfzeitraum:</b> <i>Testing period:</i>	11.05.2021 to 13.05.2021				
<b>Ort der Prüfung:</b> <i>Place of testing:</i>	Shenzhen				
<b>Prüflaboratorium:</b> <i>Testing laboratory:</i>	TÜV Rheinland Shen Zhen Co., Ltd.				
<b>Prüfergebnis:</b> <i>Test result:</i>	Bestanden / Pass				
<b>Geprüft/tested by:</b>	<i>Nick Yang</i>		<b>kontrolliert/ reviewed by:</b>	<i>Joby Sun</i>	
18.06.2021	Nick Yang / Project Engineer		18.06.2021	Joby Sun / Senior Project Manager	
<b>Datum</b> <i>Date</i>	<b>Name/Stellung</b> <i>Name/Position</i>	<b>Unterschrift</b> <i>Signature</i>	<b>Datum</b> <i>Date</i>	<b>Name/Stellung</b> <i>Name/Position</i>	<b>Unterschrift</b> <i>Signature</i>
<b>Sonstiges / Other:</b> Our reference report no.: 168317194b 001.					
<b>Zustand des Prüfgegenstandes bei Anlieferung:</b> <i>Condition of the test item at delivery:</i>		Prüfmuster vollständig und unbeschädigt Test item complete and undamaged			
<p>* Legende: 1 = sehr gut 2 = gut 3 = befriedigend 4 = ausreichend 5 = mangelhaft P(ass) = entspricht o.g. Prüfgrundlage(n) F(ail) = entspricht nicht o.g. Prüfgrundlage(n) N/A = nicht anwendbar N/T = nicht getestet</p> <p>Legend: 1 = very good 2 = good 3 = satisfactory 4 = sufficient 5 = poor P(ass) = passed a.m. test specification(s) F(ail) = failed a.m. test specification(s) N/A = not applicable N/T = not tested</p>					
<p><b>Produktinformationen werden vom Kunden bereitgestellt. Das Testergebnis wird nach Art und Umfang der durchgeführten Tests gezogen. Dieser Prüfbericht bezieht sich auf das oben genannte Prüfmuster. Ohne Genehmigung des Testzentrums darf dieser Testbericht nicht in Auszügen vervielfacht werden. Dieser Prüfbericht berechtigt nicht zum Tragen eines Prüfzeichens auf diesem oder ähnlichen Produkten.</b>  <i>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.</i></p>					

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**Test Summary**

Test parameter	Conclusion	Failed component(s)	Remark
Banned Azo Dyes	Pass	-	-
Chromium VI Content in Leather	Pass	-	-
pH value (Leather)	Pass	-	-
Polycyclic Aromatic Hydrocarbons (PAHs)	Pass	-	-
Composite toe 459#	Pass	-	-
Kevlar plate 459#	Pass	-	-
Antistatic	Pass	-	-

NA = Not Applicable



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**Material list**

Material No.	Material	Color	Location	Article No.
M001	Whole Product	Black	Safety shoes	Art.1
M002	Leather	Black	Upper	Art.1
M003	Textile	Black	Tongue/collar	Art.1
M004	Plastic	Black	Counter patch	Art.1
M005	Textile	Black	Lining(skin contact)	Art.1
M006	Textile	Black	Insock(skin contact)	Art.1
M007	Plastic	Black	Midsole(PU)	Art.1(Refer to 168317193b 001/M005)
M008	Plastic	Black	Outsole(PU)	Art.1(Refer to 168317193b 001/M006)



**Banned Azo Dyes**

**Test Method:** Method 1 – EN ISO 14362-1:2017 (Textiles) (Buffer extraction)  
 Method 2 – EN ISO 14362-1:2017 (Textiles) (Xylene extraction)  
 Method 3 – ISO 17234-1:2015 (Leather)  
 Method 4 – EN ISO 14362-3:2017 (Textile, 4-aminoazobenzene confirmation)  
 Method 5 – ISO 17234-2:2011 (Leather, 4-aminoazobenzene confirmation)

**Test Results:**

ID	Parameter	CAS No.	Unit	RL	Regulatory requirement	M003+M005+M006		M002
						1-1	1-2	2-3
Method No.						1	2	3
A22 Confirmation Method No.						-	-	5
ID	Parameter	CAS No.	Unit	RL	Regulatory requirement	Result	Result	Result
A1	4-Aminobiphenyl	92-67-1	mg/kg	5	30	< RL	< RL	< RL
A2	Benzidine	92-87-5	mg/kg	5	30	< RL	< RL	< RL
A3	4-Chloro-o-toluidine	95-69-2	mg/kg	5	30	< RL	< RL	< RL
A4	2-Naphthylamine	91-59-8	mg/kg	5	30	< RL	< RL	< RL
A5*	o-Aminoazotoluene	97-56-3	mg/kg	5	30	< RL	< RL	< RL
A6*	5-nitro-o-toluidine / 2-Amino-4-nitrotoluene	99-55-8	mg/kg	5	30	< RL	< RL	< RL
A7	4-Chloroaniline	106-47-8	mg/kg	5	30	< RL	< RL	< RL
A8	4-methoxy-m-phenylenediamine/ 2,4-Diaminoanisole	615-05-4	mg/kg	5	30	< RL	< RL	< RL
A9	4,4'-Diaminodiphenylmethane	101-77-9	mg/kg	5	30	< RL	< RL	< RL
A10	3,3'-Dichlorobenzidine	91-94-1	mg/kg	5	30	< RL	< RL	< RL
A11	3,3'-Dimethoxybenzidine	119-90-4	mg/kg	5	30	< RL	< RL	< RL
A12	3,3'-Dimethylbenzidine	119-93-7	mg/kg	5	30	< RL	< RL	< RL
A13	4,4'-methylenedi-o-toluidine /3,3'-Dimethyl-4,4'-diaminodiphenylmethane	838-88-0	mg/kg	5	30	< RL	< RL	< RL
A14	p-Cresidine	120-71-8	mg/kg	5	30	< RL	< RL	< RL
A15	4,4'-Methylene-bis-(2-chloroaniline)	101-14-4	mg/kg	5	30	< RL	< RL	< RL
A16	4,4'-Oxydianiline	101-80-4	mg/kg	5	30	< RL	< RL	< RL
A17	4,4'-Thiodianiline	139-65-1	mg/kg	5	30	< RL	< RL	< RL

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ID	Parameter	CAS No.	Unit	Material No.		M003+M005+ M006		M002
				Test No.	1-1	1-2	2-3	
				Method No.	1	2	3	
				A22 Confirmation Method No.	-	-	5	
RL	Regulatory requirement	Result	Result	Result				
A18	o-Toluidine	95-53-4	mg/kg	5	30	< RL	< RL	< RL
A19	4-methyl-m-phenylenediamine /2,4-Toluyldiamine	95-80-7	mg/kg	5	30	< RL	< RL	< RL
A20	2,4,5-Trimethylaniline	137-17-7	mg/kg	5	30	< RL	< RL	< RL
A21	O-Anisidine	90-04-0	mg/kg	5	30	< RL	< RL	< RL
A22 **	4-aminoazobenzene	60-09-3	mg/kg	5	30	< RL	< RL	< RL
*1	4-chloro-o-toluidinium chloride	3165-93-3	mg/kg	5	30	< RL	< RL	< RL
*2	2-Naphthyl-ammoniumacetate	553-00-4	mg/kg	5	30	< RL	< RL	< RL
*3	4-methoxy-m-phenylene diammonium sulphate; 2,4-diaminoanisole sulphate	39156-41-7	mg/kg	5	30	< RL	< RL	< RL
*4	2,4,5-trimethylaniline hydrochloride	21436-97-5	mg/kg	5	30	< RL	< RL	< RL
Conclusion						Pass	Pass	Pass
Overall Conclusion						Pass		Pass

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

**Remark:**

- \* The CAS-number 97-56-3 (A5) and 99-55-8 (A6) are further reduced to CAS-number 95-53-4 (A18) and 95-80-7 (A19).
- \*\* Azo colorants that are able to form 4-aminoazobenzene (A22) CAS-number 60-09-3, generate under the condition of this method Aniline(CAS-number 62-53-3) and 1,4-phenylenediamine(CAS-number 106-50-3).
- \*\*\* Azo colorants that are able to form 4-aminoazobenzene (A22), is confirmed by EN ISO 14362-3:2017 / ISO 17234-2:2011.
- \*\*\*\* Azo colorants are detected & quantified by GC/MS and confirmed by HPLC/DAD or HPLC/MSMS.
- \*1 The substance is tested and calculated in terms of 4-Chloro-o-toluidinium.
- \*2 The substance is tested and calculated in terms of 2-Naphthylamine.
- \*3 The substance is tested and calculated in terms of 4-Methoxy-m-phenylenediamine.
- \*4 The substance is tested and calculated in terms of 2,4,5-Trimethylaniline.
- \*5. Azo colorants A1 - A22 being tested according to REACH regulation (EC) No. 1907/2006 and amendment no. 552/2009 Annex XVII Item 43 (formerly known as 2002/61/EC)
- \*6 The fibre composition stated on material list is claimed by client.



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**Chromium VI Content in Leather****Test Method:** EN ISO 17075-1:2017**Test Results:**

		Test No.	1	Regulatory requirement
		Material No.	M002	
Parameter	Unit	RL	Result	
Chromium VI	mg/kg	3	< RL	3
Conclusion			Pass	-

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

**Remark:**

- \*. According to REACH Regulation (EC) No 1907/2006 Annex XVII Entry 47 and its amendments:
1. Leather articles coming into contact with the skin shall not be placed on the market where they contain chromium VI in concentrations equal to or greater than 3 mg/kg (0,0003 % by weight) of the total dry weight of the leather.
  2. Articles containing leather parts coming into contact with the skin shall not be placed on the market where any of those leather parts contains chromium VI in concentrations equal to or greater than 3 mg/kg (0,0003 % by weight) of the total dry weight of that leather part.



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**pH value (Leather)****Test Method:** EN ISO 4045: 2018**Test Results:**

Test No.	Material No.	Average pH of aqueous extract	Difference figure	Conclusion	Regulatory requirement
1	M002	4.60	-	Pass	≥ 3.2

**Remark:**

- \*1. According to EN ISO 4045: 2018, difference figure shall be determined, if the pH value is below 4 or over 10.
- \*2. According to EN ISO 20345:2011, the pH value shall be not less than 3.2. If the pH value below 4, the difference figure shall be less than 0.7.



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**Polycyclic Aromatic Hydrocarbons (PAHs)****Test Method:** AfPS GS 2019:01 PAK**Test Results:**

Parameter	CAS No.	Unit	Test No.	1	2
			Material No.:	M004	M007+ M008
			RL	Result	Result
Benzo[a]anthracene	56-55-3	mg/kg	0.2	< RL	< RL
Benzo[a]pyrene(BaP)	50-32-8	mg/kg	0.2	< RL	< RL
Benzo[b]fluoranthene	205-99-2	mg/kg	0.2	< RL	< RL
Benzo[k]fluoranthene	207-08-9	mg/kg	0.2	< RL	< RL
Benzo[j]fluoranthene	205-82-3	mg/kg	0.2	< RL	< RL
Benzo[g,h,i]perylene	191-24-2	mg/kg	0.2	< RL	< RL
Benzo[e]pyrene	192-97-2	mg/kg	0.2	< RL	< RL
Chrysene	218-01-9	mg/kg	0.2	< RL	< RL
Dibenzo[a,h]anthracene	53-70-3	mg/kg	0.2	< RL	< RL
Indeno[1,2,3-cd]pyrene	193-39-5	mg/kg	0.2	< RL	< RL
Naphthalene	91-20-3	mg/kg	0.2	< RL	< RL
Anthracene	120-12-7	mg/kg	0.2	< RL	< RL
Fluoranthene	206-44-0	mg/kg	0.2	< RL	< RL
Phenanthrene	85-01-8	mg/kg	0.2	< RL	< RL
Pyrene	129-00-0	mg/kg	0.2	< RL	< RL
Sum of, Anthracene, Fluoranthene, Phenanthrene, Pyrene	-	mg/kg	-	< RL	< RL
Sum of 15 PAHs	-	mg/kg	-	< RL	< RL
Category *	-	-	-	3b	3b
Conclusion				Pass	Pass

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

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**Remark:**

\*PAH maximum permissible limits requirement from the GS-Mark Approval published by the German Federal Institute for Occupational Safety and Health (BAuA)

Parameter	Unit	Category 1	Category 2		Category 3	
		Materials intended to be placed into the mouth, or Materials in toys or articles for children up to 3 years of age with intended long-term skin contact (more than 30 s)	Materials that do not fall into Category 1 with intended or foreseeable long-term skin contact (more than 30 s) or repeated short-term skin contact		Materials not covered by category 1 or 2, with foreseeable short term contact (shorter than 30 s)	
Benzo[a]pyrene(BaP)	mg/kg	<0.2	<0.2	<0.5	<0.5	<1
Benzo[e]pyrene	mg/kg	<0.2	<0.2	<0.5	<0.5	<1
Benzo[a]anthracene	mg/kg	<0.2	<0.2	<0.5	<0.5	<1
Benzo[b]fluoranthene	mg/kg	<0.2	<0.2	<0.5	<0.5	<1
Benzo[j]fluoranthene	mg/kg	<0.2	<0.2	<0.5	<0.5	<1
Benzo[k]fluoranthene	mg/kg	<0.2	<0.2	<0.5	<0.5	<1
Chrysene	mg/kg	<0.2	<0.2	<0.5	<0.5	<1
Dibenzo[a,h]anthracene	mg/kg	<0.2	<0.2	<0.5	<0.5	<1
Benzo[g,h,i]perylene	mg/kg	<0.2	<0.2	<0.5	<0.5	<1
Indeno[1,2,3-cd]pyrene	mg/kg	<0.2	<0.2	<0.5	<0.5	<1
Naphthalene	mg/kg	<1	<2	<2	<10	<10
Sum of Anthracene Fluoranthene Phenanthrene Pyrene	mg/kg	<1	<5	<10	<20	<50
Sum of 15 PAHs	mg/kg	<1	<5	<10	<20	<50

Limit: Specific evaluation required according to type of foreseeable use.

\*\* Single components with an amount of <0.2 mg/kg were not considered by the calculation of the sum. In the case of all 15 PAHs were not detected, the result is stated n.d.

\*\*\* The definition of "child" means persons before the age of 14 years. "Use by children" includes both active and passive direct contact by children.

Testing Laboratory accredited by CNAS according to ISO/IEC 17025. The accreditation is valid for the test methods stated in the certificate.

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**Sample photo:**

**Article No. 1**



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**TCSAFETY**

# 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") is made between the client and one or more member entities of TÜV Rheinland in Greater China as applicable as the case may be ("TÜV Rheinland"). The Greater China hereof refers to Mainland China, Hong Kong and Taiwan. The client hereof includes:
      - (i) a natural person capable to form legally binding contracts under the applicable laws who concludes the contract not for the purpose of a daily use;
      - (ii) the incorporated or unincorporated entity duly organized, validly existing and capable to form legally binding contracts under the applicable law.
    - 1.2 The following terms and conditions apply to agreed services including consultancy services, information, deliveries and similar services as well as ancillary services and other secondary obligations provided within the scope of contract performance.
    - 1.3 Any standard terms and conditions of the client of any nature shall not apply and shall hereby be expressly excluded. No standard contractual terms and conditions of the client shall form part of the contract even if TÜV Rheinland does not explicitly object to them.
    - 1.4 In the context of an ongoing business relationship with the client, this GTBC shall also apply to future contracts with the client without TÜV Rheinland having to refer to them separately in each individual case.
  - 2. Quotations**

Unless otherwise agreed, all quotations submitted by TÜV Rheinland can be changed by TÜV Rheinland without notice prior to its acceptance and confirmation by the other party.
  - 3. Coming into effect and duration of contracts**
    - 3.1 The contract shall come into effect for the agreed terms upon the quotation letter of TÜV Rheinland or a separate contractual document being signed by both contracting parties, or upon the works requested by the client being carried out by TÜV Rheinland. If the client instructs TÜV Rheinland without receiving a quotation from TÜV Rheinland (quotation), TÜV Rheinland is, in its sole discretion, entitled to accept the order by giving written notice of such acceptance (including notice sent via electronic means) or by performing the requested services.
    - 3.2 The contract term starts upon the coming into effect of the contract in accordance with article 3.1 and shall continue for the term agreed in the contract.
    - 3.3 If the contract provides for an extension of the contract term, the contract term will be extended by the term provided for in the contract unless terminated in writing by either party with a six-week 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.
    - 4.2 The agreed services shall be performed in compliance with the regulations in force at the time the contract is entered into.
    - 4.3 TÜV Rheinland is entitled to determine, in its sole discretion, the method and nature of the assessment unless otherwise agreed in writing or if mandatory provisions require a specific procedure to be followed.
    - 4.4 On execution of the work there shall be no simultaneous assumption of any guarantee of the correctness (proper quality) and working order of either tested or examined parts nor of the installation as a whole and its upstream and/or downstream processes, organisations, use and application in accordance with regulations, nor of the systems on which the installation is based. In particular, TÜV Rheinland shall assume no responsibility for the construction, selection of materials and assembly of installations examined, nor for their use and application in accordance with regulations, unless these questions are expressly covered by the contract.
    - 4.5 In the case of inspection work, TÜV Rheinland shall not be responsible for the accuracy or checking of the safety programmes or safety regulations on which the inspections are based, unless otherwise expressly agreed in writing.
    - 4.6 If mandatory legal regulations and standards or official requirements for the agreed service scope change after conclusion of the contract, with a written notice to the client, TÜV Rheinland shall be entitled to additional remuneration for resulting additional expenses.
    - 4.7 The services to be provided by TÜV Rheinland under the contract are agreed exclusively with the client. A contract of third parties with the services of TÜV Rheinland, as well as making available of and justifying confidence in the work results (test reports, test results, expert reports, etc.) is not part of the agreed services. This also applies if the client passes on work results - in full or in extracts - to third parties in accordance with clause 11.4.
  - 5. Performance periods/dates**
    - 5.1 The contractually agreed periods/dates of performance are based on estimates of the work involved which are prepared in line with the details provided by the client. They shall only be binding if confirmed as binding by TÜV Rheinland in writing.
    - 5.2 If binding periods of performance have been agreed, these periods shall not commence until the client has submitted all required documents to TÜV Rheinland.
    - 5.3 Articles 5.1 and 5.2 also apply, even without express approval by the client, to all extensions of agreed periods/dates of performance not caused by TÜV Rheinland.
    - 5.4 TÜV Rheinland is not responsible for a delay in performance, in particular if the client has not fulfilled his duties to cooperate in accordance with clause 6.1 or has not done so in time and, in particular, has not provided TÜV Rheinland with all documents and information required for the performance of the service as specified in the contract.
    - 5.5 If the performance of TÜV Rheinland is delayed due to unforeseeable circumstances such as force majeure, strikes, business disruptions, governmental regulations, transport obstacles, etc., TÜV Rheinland is entitled to postpone performance for a reasonable period of time which corresponds at least to the duration of the hindrance plus any time period which may be required to resume performance.
  - 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 illegal and dishonest behaviours or is not included in the list of Enterprises with Serious Illegal and Dishonest Acts of People's Republic of China.
    - 6.3 If the client breaches the aforesaid representations and warranties, TÜV Rheinland is entitled to i) immediately terminate the contract/order without prior notice; and ii) withdraw the issued testing reports/certificates if any.
    - 6.3 The client shall bear any additional cost incurred on account of work having to be redone or being delayed as a result of late, incorrect or incomplete information provided by or lack of proper cooperation from the client. Even where a fixed or maximum price is agreed, TÜV Rheinland shall be entitled to charge extra fees for such additional expense.
  - 7. Prices**
    - 7.1 If the scope of performance is not laid down in writing when the order is placed, invoicing shall be based on costs actually incurred. If no price is agreed in writing, invoicing shall be made in accordance with the price list of TÜV Rheinland valid at the time of performance.
    - 7.2 Unless otherwise agreed, work shall be invoiced according to the progress of the work.
    - 7.3 If the execution of an order extends over more than one month and the value of the contract or the agreed fixed price exceeds €2,500.00 or equivalent value in local currency, TÜV Rheinland may demand payments on account or in instalments.
  - 8. Payment terms**
    - 8.1 All invoice amounts shall be due for payment without deduction on receipt of the invoice. No discounts and rebates shall be granted.
    - 8.2 Payments shall be made to the bank account of TÜV Rheinland as indicated on the invoice, stating the invoice and client numbers.
    - 8.3 In cases of default of payment, TÜV Rheinland shall be entitled to claim default interest at the applicable short term loan interest rate 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 to the date on which the rise in fees shall come into effect (period of notice of changes in fees). If the rise in fees remains under 5% per contractual year, the client shall not have the right to terminate the contract. If the rise in fees exceeds 5% per contractual year, the client shall be entitled to terminate the contract by the end of the period of notice of changes in fees. If the contract is not terminated, the changed fees shall be deemed to have been agreed upon by the time of the expiry of the notice period.
  - 8.9 Only legally established and undisputed claims may be offset against claims by TÜV Rheinland.
- 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 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 surveillance audits), 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.
- 10. Confidentiality**
  - 10.1 For the purpose of these terms and conditions, "confidential information" means all information, documents, images, drawings, know-how, data, samples and project documentation which one party (the "disclosing party") hands over, transfers or otherwise discloses to the other party (the "receiving party"), and the confidential information created during performance of work by TÜV Rheinland, including product testing data, defects, conformity to the technical standard and related reports. Confidential information also includes paper copies and electronic copies of such information. Confidential information is expressly not the data and know-how collected, compiled or otherwise obtained by TÜV Rheinland (or any personnel) 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 fails to do so within the stipulated period, the receiving party shall not take any confidentiality obligations hereunder towards such information.
  - 10.3 All confidential information which the disclosing party transmits or otherwise discloses to the receiving party and which is created during performance of work by TÜV Rheinland:
    - a) may only be used by the receiving party for the purposes of performing the contract, unless expressly otherwise agreed in writing by the disclosing party;
    - b) may not be copied, distributed, published or otherwise disclosed by the receiving party, unless this is necessary for fulfilling the purpose of the contract or TÜV Rheinland is required to pass on confidential information, inspection reports or documentation to the government authorities, judicial court, accreditation bodies or third parties that are involved in the performance of the contract;
    - c) must be treated by the receiving party with the same level of confidentiality as the receiving party uses to protect its own confidential information, but never with a lesser level of confidentiality than that which is reasonably required.
  - 10.4 The receiving party may disclose any confidential information received from the disclosing party only to those of its employees who need this information to perform the services required for the contract. The receiving party undertakes to oblige these employees to observe the same level of secrecy as set forth in this confidentiality clause.
  - 10.5 Information 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 violation of this confidentiality clause by the receiving party; or
    - b) it was disclosed to the receiving party by a third party entitled to disclose this information; or
    - c) the receiving party already possessed this information prior to disclosure by the disclosing party; or
    - d) the receiving party developed it itself, irrespective of disclosure by the disclosing party, shall not be deemed to constitute "confidential information" as defined in this confidentiality clause.
  - 10.6 All confidential information shall remain the property of the disclosing party. The receiving party hereby agrees to immediately (i) return all confidential information, including all copies, to the disclosing party, and/or (ii) on request by the disclosing party, to destroy all confidential information, including all copies, and confirm the destruction of this confidential information to the disclosing party in writing, at any time if so requested by the disclosing party but at the latest and without special request by the disclosing party or expiry of the contract. This does not extend to include reports and certificates prepared for the client solely for the purpose of fulfilling the obligations under the contract, which shall remain with the client. However, TÜV Rheinland is entitled to make file copies of such reports, certificates and confidential information that forms the basis for preparing these reports and certificates in order to evidence the correctness of its results and for general documentation purposes required by laws, regulations and the requirements of working procedures of TÜV Rheinland.
  - 10.7 From the start of the contract and for a period of three years after termination or expiry of the contract, the receiving party shall maintain strict secrecy of all confidential information and shall not disclose this information to any third parties or use it for itself.
- 11. Copyrights and rights of use, publications**
  - 11.1 TÜV Rheinland shall retain all exclusive copyrights in the reports, expert reports/opinions, test reports/results, results, calculations, presentations etc. prepared by TÜV Rheinland, unless otherwise agreed by the parties in a separate agreement. As the owner of the copyrights, TÜV Rheinland is free to grant others the right to use the work results for individual or all types of use ("right of use").
  - 11.2 The client receives a simple, unlimited, non-transferable, non-sublicensable right of use to the contents of the work results produced within the scope of the contract, unless otherwise agreed by the parties in a separate agreement. The client may only use such reports, expert reports/opinions, test reports/results, results, calculations, presentations etc. prepared within the scope of the contract for the contractually agreed purpose.
  - 11.3 The transfer of right of use of the generated work results regulated in clause 11.2. of the GTBC is subject to full payment of the remuneration agreed in favour of TÜV Rheinland.
  - 11.4 The client may use work results only complete and unshortened. The client may only pass on the work results in full unless TÜV Rheinland has given its prior written consent to the partial passing on of work results.
  - 11.5 Any publication or duplication of the work results for advertising purposes or any further use of the work results beyond the scope regulated in clause 11.2 needs the prior written approval of TÜV Rheinland in each individual case.
  - 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 its own expense and, as far as possible, to withdraw publications.
  - 11.7 The consent of TÜV Rheinland to publication or duplication of the work results does not entitle the client to use the corporate logo, corporate design or test/certification mark of TÜV Rheinland.
- 12. Liability of TÜV Rheinland**
  - 12.1 Irrespective of the legal basis, to the fullest extent permitted by applicable law, in the event of a breach of contractual obligations or tort, the liability of TÜV Rheinland for all damages, losses and reimbursement of expenses caused by TÜV Rheinland, its legal representatives and/or employees shall be limited to: (i) in the case of a contract with a fixed overall fee, three times the overall fee for the entire contract; (ii) in the case of a contract for annually recurring services, the agreed annual fee; (iii) in the case of a contract expressly charged on a time and material basis, a maximum of 20,000 Euro or equivalent amount in local currency; and (iv) in the case of a framework agreement that provides for the possibility of placing individual orders, three times of the fee for the individual order under which the damages or losses have occurred. Notwithstanding the above, in the event that the total and accumulated liability calculated according to the foregoing provisions exceeds 2.5 Million Euro or equivalent amount in local currency, the total and accumulated liability of TÜV Rheinland shall be only limited to and shall not exceed the said 2.5 Million Euro or equivalent amount in local currency.
  - 12.2 The limitation of liability according to article 12.1 above shall not apply to damages and/or losses caused by malice, intent or gross negligence on the part of TÜV Rheinland or its vicarious agents. Such limitation shall not apply to damages for a person's death, physical injury or illness.
  - 12.3 In cases involving a fundamental breach of contract, TÜV Rheinland will be liable even where minor negligence is involved. For this purpose, a "fundamental breach" is breach of a material contractual obligation, the performance of which permits the due performance of the contract. Any claim for damages for a fundamental breach of contract shall be limited to the amount of damages reasonably foreseeable as a possible consequence of such breach of contract at the time of the breach (reasonably foreseeable damages), unless any of the circumstances described in article 12.2 applies.
  - 12.4 TÜV Rheinland shall not be liable for the acts of the personnel made available by the client to support TÜV Rheinland in the performance of its services under the contract, unless such personnel made available is regarded as vicarious agent of TÜV Rheinland. If TÜV Rheinland is not liable for the acts of the personnel made available by the client under the foregoing provision, the client shall indemnify TÜV Rheinland against any claims made by third parties arising from or in connection with such personnel's acts.
  - 12.5 Unless otherwise contractually agreed in writing, TÜV Rheinland shall only be liable under the contract to the client.
  - 12.6 The limitation periods for claims for damages shall be based on statutory provisions.
  - 12.7 None of the provisions of this article 12 changes the burden of proof to the disadvantage of the client.
- 13. Export control**
  - 13.1 When passing on the services provided by TÜV Rheinland or parts thereof to third parties in Greater China or other regions, the client must comply with the respectively applicable regulations of national and international export control law.
  - 13.2 The performance of a contract with the client is subject to the proviso that there are no obstacles to performance due to national or international foreign trade legislations or 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**

TÜV Rheinland processes personal data of the client for the purpose of fulfilling this contract. In addition, TÜV Rheinland also processes the data for other legal purposes in accordance with the relevant legal basis. The personal data of the client will only be disclosed to other natural or legal persons if the legal requirements are met. This also applies to transfers to third countries. The personal data will be deleted immediately as soon as a corresponding reason for deletion arises. Data subjects may exercise their rights: right of information, 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 datenschutz@tuv.rwth.de or by post at the following address: TÜV Rheinland AG, c/o Group Data Protection Officer, Am Grauen Stein, 51105 Cologne, Germany.
- 15. Test material: transport risk and storage**
  - 15.1 The risk and costs for freight and transport of documents or test material to and from TÜV Rheinland as well as the costs of necessary disposal measures shall be borne by the client.
  - 15.2 Any destroyed and otherwise worthless test material will be disposed of by TÜV Rheinland at the expense of the client, unless otherwise agreed.
  - 15.3 Undamaged test material shall be stored by TÜV Rheinland for four (4) weeks after completion of the test. If a longer storage period is desired, TÜV Rheinland charges an appropriate storage fee.
  - 15.4 After the expiry of the 4 weeks or any longer period agreed upon, the test material will be disposed of by TÜV Rheinland for the client for a fee in accordance with clause 15.2.
- 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 services combined in one contract, each of the combined parts of the contract individually and independently of the continuation of the remaining services with six (6) months' notice to the end of the contractually agreed term.
  - 16.2 For good cause, TÜV Rheinland may consider giving a written notice to the client to terminate the contract which includes but is not limited to the following:
    - a) the client does not immediately notify TÜV Rheinland of changes in the conditions within the company which are relevant for certification or signs of such changes;
    - b) the client misuses the certificate or certification mark or uses it in violation of the contract;
    - c) in the event of several consecutive delays in payment (at least three times);
    - d) a substantial deterioration of the financial circumstances of the client occurs and as a result the payment claims of TÜV Rheinland under the contract are considerably endangered and TÜV Rheinland cannot reasonably be expected to continue the contractual relationship.
  - 16.3 In the event of termination with written notice by TÜV Rheinland for good cause, TÜV Rheinland shall be entitled to a lump-sum claim for damages against the client if the conditions of a claim for damages exist. In this case, the client shall owe 15% of the remuneration to be paid until the end of the fixed contract term as lump-sum compensation. The client reserves the right to prove that such is 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. Partial invalidity, written form, place of jurisdiction and dispute resolution**
  - 17.1 All amendments and supplements must be in writing in order to be effective. This also applies to amendments and supplements to this clause 17.1.
  - 17.2 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.
  - 17.3 Unless otherwise stipulated in the contract, the governing law of the contract and these terms and conditions shall be chosen following the rules as below:
    - a) If TÜV Rheinland in question is legally registered and existing in the People's Republic of China, the contracting parties hereby agree that the contract and these terms and conditions shall be governed by the laws of the People's Republic of China.
    - b) If TÜV Rheinland in question is legally registered and existing in Taiwan, the contracting parties hereby agree that the contract and these terms and conditions shall be governed by the laws of Taiwan.
    - c) If TÜV Rheinland in question is legally registered and existing in Hong Kong, the contracting parties hereby agree that the contract and these terms and conditions shall be governed by the laws of Hong Kong.
  - 17.4 Any dispute in connection with the contract and these terms and conditions or the execution thereof shall be settled friendly through negotiations. Unless otherwise stipulated in the contract, if no settlement or no agreement in respect of the extension of the negotiation period can be reached within two months of the arising of the dispute, the dispute shall be submitted:
    - a) in the case of TÜV Rheinland in question being legally registered and existing in the People's Republic of China, to China International Economic and Trade Arbitration Commission (CIETAC) to be settled by arbitration under the Arbitration Rules of CIETAC in force when the arbitration is submitted. The arbitration shall take place in Beijing, Shanghai, Shenzhen or Chongqing as appropriately chosen by the claiming party.
    - b) in the case of TÜV Rheinland in question being legally registered and existing in Taiwan, to Chinese Arbitration Association Taipei Branch to be arbitrated in accordance with its then current Rules of Arbitration. The arbitration shall take place in Taipei.
    - c) in the case of TÜV Rheinland being legally registered and existing in Hong Kong, to Hong Kong International Arbitration Centre (HKIAC) to be settled by arbitration under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted in accordance with these rules. The arbitration shall take place in Hong Kong.
- The decision of the relevant arbitration tribunal shall be final and binding on both parties. The arbitration fee shall be borne by the losing party.