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**Client 客户:** 宁波欧蒙教育用品有限公司  
**Contact Information 联系方式:** 宁波北仑大港工业城南海路9-27号  
**Second Client Name 第二客户:** **BELEDUC LERNSPIELWAREN GMBH**  
 Heinrich-Heine-Weg 2 09526 Olbernhau Germany

**Test item(s) 测试样品:** Toy 玩具  
**Identification/ Model No(s) 样品描述/规格:** Refer to detail list 详见明细表

**Sample obtaining method 样品获取方式:** Sending by customer 客户寄样  
**Condition at delivery: 样品接收状态:** Test item complete and undamaged. 测试项目完整且无损坏  
**Sample Receiving date 收件日期:** 2022-09-02  
**Testing Period 测试日期:** 2022-09-02 to 2022-10-08  
**Place of testing: 测试地点:** Toys laboratory Shanghai 上海玩具实验室

**Test Specification 测试要求:**

Please refer to "Test Result Summary List" on page 2 for details  
 详情请参考第二页的检测结果总结表

**Other information 其他信息:**

Country of Origin: China 原产地: 中国  
 Sales Destination: Global 销售地: 全球  
 Packaging provided: Yes 是否提供包装袋: 是  
 The provided age grade of the item: M001-M004, M006, M007, M009-M011, M013-M015: Over 36 months;  
 M005: Over 24 months. 样品提供年龄段: M001-M004, M006, M007, M009-M011, M013-M015: 36个月以上;  
 M005: 24个月以上  
 The appropriate age grade of the item: M001-M004, M006, M007, M009-M011, M013-M015: Over 36 months;  
 M005: Over 18 months. 样品适用年龄段: M001-M004, M006, M007, M009-M011, M013-M015: 36个月以上;  
 M005: 18个月以上  
 The item was tested: M001-M004, M006, M007, M009-M011, M013-M015: Over 36 months; M005: Over 24  
 months. 样品测试年龄段: M001-M004, M006, M007, M009-M011, M013-M015: 36个月以上; M005: 18个月以上.

For and on behalf of  
 TÜV Rheinland (Shanghai) Co., Ltd.  
 莱茵技术(上海)有限公司



2022-10-13  
 Date 日期  
 Vice Wang (王) General Manager/总经理  
 Name/Position 姓名/职位

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.  
 样品信息由客户提供。测试结果根据所做测试的种类和范围而得出。  
 本测试报告仅对来样负责。未经本测试中心许可，测试报告不得部分复制。不能根据此报告在上述产品或类似产品上使用任何安全标志  
 本测试报告中，描述符合性声明所应用的判定规则发布在我司官网 <https://www.tuv.com/landingpage/en/qm-gcn/>。

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## Test Result Summary 结果总结:

### Test Specification 检测要求:

1. GB 6675.1-2014 Toys safety-Part 1: Basic code  
玩具安全 第1部分:基本规范
2. GB 6675.2-2014 Safety of Toys-Part 2: Mechanical and physical properties  
玩具安全 第2部分:机械与物理性能
3. GB 6675.3-2014 Safety of Toys-Part 3: Flammability  
玩具安全 第3部分:易燃性能

### Test result 结果:

Please refer to result  
page 详见测试页

PASS 符合

PASS 符合



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Item-No	EN Description	CN Description	Age group
B23621	WALL TOY BUTTERFLY	脚板游戏-蝴蝶	3Y+
B23623	WALL TOY MOUNTAINS	脚板游戏-山峰	3Y+
B23631	Caterpillar SLOTMASCHINE	墙面游戏-毛毛虫之轨道	3Y+
B23633	Caterpillar-TURING WHEEL	墙面游戏毛毛虫之转轮	3Y+
B24400	Buggy	木偶推车	24M+
B25510	XXL Fishing Fever	2018大号钓鱼游戏	3Y+
B25560	XXL Candy-2016	大号糖果-2016版	3Y+
B67000	TT TURNING TABLE SMALL	圆转盘	3Y+
B67061	Sand balls	动感沙球	3Y+
B67130	Balance Board	平衡板游戏	3Y+
B68170	RODE DIRECTION SET 58X90C	PVC方向箭头, 3个/套	3Y+
B68500	Flying Colors	颜料转盘	3Y+
B68502	200pcs of Paper (150mg/m <sup>2</sup> )	纸 ( 200pcs )	3Y+



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**Material List 材料清单:**

Item 项目: Refer to detail list 详见明细表

Material No. 材料号	Material 材质	Color 颜色	Location 位置
M001	成品	彩色	B23621
M002	成品	彩色	B23623
M003	成品	彩色	B23631
M004	成品	彩色	B23633
M005	成品	彩色	B24400
M006	成品	彩色	B25510
M007	成品	彩色	B25560
M009	成品	彩色	B67000
M010	成品	彩色	B67061
M011	成品	彩色	B67130
M013	成品	彩色	B68170
M014	成品	彩色	B68500
M015	成品	彩色	B68502



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**1.GB 6675.1-2014 玩具安全 第1部分:基本规范**

Test No. 测试号码:	T001
Material No. 物料号码:	M001-M007, M009-M011, M013-M015
5 Technical Requirement / 技术要求	
5.1 Mechanical and Physical Properties / 机械和物理性能	PASS 符合
5.2.1 Flammability / 易燃性能	PASS 符合
5.7 Labeling / 玩具标识	PASS*1 符合

The clause and/or sub-clause would be indicated only in the test report whichever applicable. The comprehensive result report is available upon request.  
 只显适用的条款和/或子条款. 详尽结果报告只应要求提供.

**Remark 备注:**

\*1 This clause is only applicable to M001-M004,M014.

A GB/T 5296.1-2012& GB/T 5296.5-2006未测试。



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**2.GB 6675.2-2014 玩具安全 第2部分:机械与物理性能**

	Test No. 测试号码:	T001
	Material No. 物料号码:	M001-M007, M009-M011, M013-M015
4	Technical Requirement / 技术要求	
4.1	Normal Use / 正常使用	PASS 符合
4.2	Reasonably foreseeable abuse / 可预见的合理滥用	PASS 符合
4.3	Material / 材料	PASS 符合
4.4	Small parts / 小零件	PASS*1 符合
4.6	Edges / 边缘	PASS 符合
4.7	Points / 尖端	PASS 符合
4.8	Projections / 突出部件	PASS*2 符合
4.10	Plastic film or plastic bags in packaging and in toys / 用于包装或玩具中的塑料袋或塑料薄膜	PASS*3 符合
4.15	Stability and overload requirements / 稳定性及载重要求	PASS*4 符合
4.29	Magnets and magnetic components / 磁体和磁性部件	PASS*5 符合
Annex B	Safety - Labeling guidelines and manufacturer's markings / 安全标识指南和生产厂商标记	PASS 符合

The clause and/or sub-clause would be indicated only in the test report whichever applicable. The comprehensive result report is available upon request.  
只显适用的条款和/或子条款. 详尽结果报告只应要求提供.

**Remark 备注:**

- \*1 This clause is only applicable to M005.
- \*2 This clause is only applicable to M004.
- \*3 This clause is only applicable to M010 and M014.
- \*4 This clause is only applicable to M009,M011.
- \*5 This clause is only applicable to M003 and M014.



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**3.GB 6675.3-2014 玩具安全 第3部分:易燃性能**

	Test No. 测试号码:	T001
	Material No. 物料号码:	M001-M007, M009-M011, M013-M015
4 Technical Requirement / 技术要求		
4.1 General / 一般要求		PASS 符合

The clause and/or sub-clause would be indicated only in the test report whichever applicable. The comprehensive result report is available upon request.  
 只显适用的条款和/或子条款. 详尽结果报告只应要求提供.

**Remark 备注:**

- \*1 Type of gas used in gas burner: Butane  
 燃烧气体的类型: 丁烷



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Sample Photos 样品照片



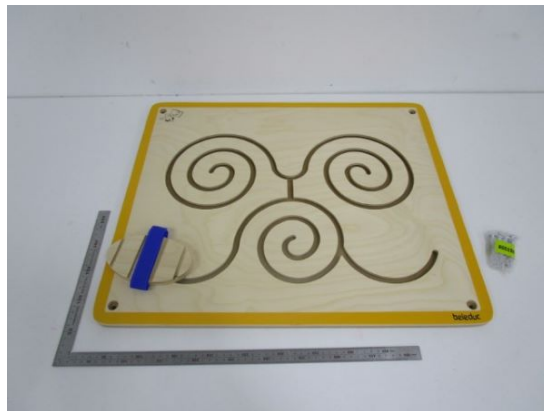
B68502



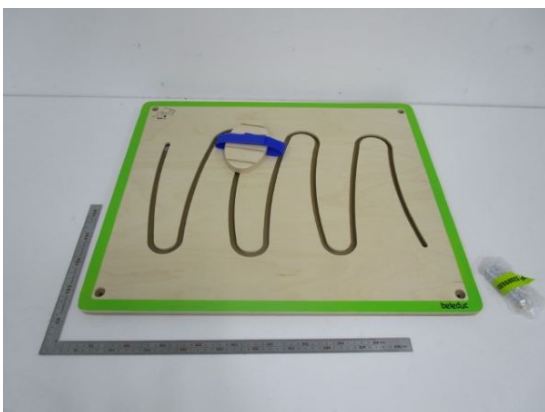
B67130



B25560



B23621



B23623



B25510





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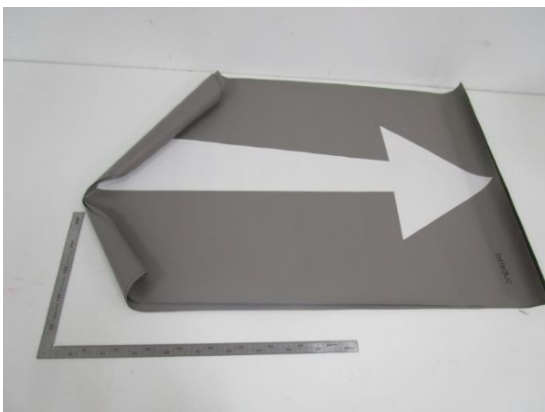
Sample Photos 样品照片



B67061



B23631



B68170



B67000



B23633



B24400



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Sample Photo 样品照片



B68500

- END 完 -



## 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. 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 for the purpose of a daily or long-term use and/or other activities;
  - (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 the 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**
- 2.1 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 discretion, entitled to accept the order. Such acceptance (including 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 order. The contract term shall be extended by 3 months if the contract provides for an extension of the contract term, the contract term will be extended by the term provided for in the contract unless terminated in writing by either party with a three-month notice prior to the end of the contract 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 and shall be binding for both parties. The scope of service of TÜV Rheinland exists, then the written confirmation of order by TÜV Rheinland shall be decisive for the service to be provided. Unless otherwise agreed, services beyond the scope of the service description (e.g. checking, the installation, procurement, commissioning, use and operation, production, 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 enters 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, use and operation of the tested or examined parts. TÜV Rheinland shall not be liable 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 the tested or examined parts or for the 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 provisions require specific 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 information in the work results (test reports, test reports, expert reports, etc.) is not part of the agreed services. The client passes on work results in full or in extracts - to third parties in accordance with clause 11.4.
- 4.8 The client understands and agrees that in order to perform the contract with TÜV Rheinland, the client may need to conclude agreements with third parties (including but not limited to establish legal relationships with those third parties) according to such contracts/agreements. TÜV Rheinland will merely bears the corresponding legal liability according to this contract and is not responsible for the conclusion of such agreements in the service process. If the relevant services are not directly provided by TÜV Rheinland (including but not limited to any testing and certification services to be provided by third testing and certification bodies), TÜV Rheinland will provide the client as agent for such work on behalf of our company in order to achieve the purpose of the contract, the client hereby agrees that TÜV Rheinland can also subcontract to a third party to provide agency services, but TÜV Rheinland shall not bear any responsibility and/or risk in connection with the subcontract. The subcontract shall not be limited to the testing and/or certification services to be entrusted and/or applied for by our company on behalf of the client to other third testing and/or certification bodies, agency services or other services agreed in writing by the client. However, the subcontract shall not cover the relevant laws and regulations and/or the terms under the contract. If the client is required to conduct an annual review/surveillance of the relevant testing and/or certification services, TÜV Rheinland will charge an additional fee for the client's annual review/surveillance and fee payment. It may lead to adverse consequences such as failure/suspension/cancellation/invalidity of testing and/or certification results, which shall not be borne by TÜV Rheinland.
- 4.9 For the service content agreed in the contract, if the client requires TÜV Rheinland to deliver relevant test samples, data, etc. to any overseas laboratory or other places or sites to be designated by the client, TÜV Rheinland shall not take any responsibilities or risks for any problems during such transport. TÜV Rheinland shall not be liable for any loss or damages of the samples and/or the materials, etc.). Besides, the relevant freight fees shall be borne by the client.
5. **Performance periods/dates**
- 5.1 The contractually agreed periods/dates of performance are based on estimates of the work involved which are prepared in line with the details provided by the client. They shall only be binding if being confirmed as binding by TÜV Rheinland in writing.
- 5.2 In the event of force majeure, the performance 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, government restrictions, governmental or administrative obstacles, TÜV Rheinland is entitled to postpone performance for a reasonable period of time which corresponds at least to the duration of the hindrance plus any time period which may be required to resume performance.
- 5.6 If the client is obliged to comply with legal, officially prescribed and/or by the accreditor prescribed deadlines, it is the client's responsibility to agree on performance dates with TÜV Rheinland, which enable the client to comply with the applicable legal requirements and 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 our 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 the 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 without prior notice; and (ii) withdraw the issued testing certificates if any.
- 6.4 The client shall bear any additional cost incurred on account of work having to be redone or being delayed as a result of late, incorrect or incomplete information provided by or lack of proper cooperation from the client. Even when a fixed or maximum price is agreed, TÜV Rheinland shall be entitled to charge extra fees for such additional expense.
7. **Pricing**
- 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 the work extends beyond the agreed term, the price of the contract or the agreed fixed price exceeds €25,000 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 number.
- 8.3 In cases of default of payment, TÜV Rheinland shall be entitled to claim default interest at the applicable short term bank 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
- 8.6 cases in which the commencement of insolvency proceedings has been dismissed due to lack of assets.
- 8.7 Objections to the invoices of TÜV Rheinland shall be submitted in writing within two weeks of receipt of the invoice.
- 8.8 TÜV Rheinland shall be entitled to demand appropriate advance payments.
- 8.9 Purchase costs have increased. In this case, TÜV Rheinland shall notify the client in writing and 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 changed fees shall be deemed to have been agreed upon by the time of the expiry of the notice period.
- 8.10 Only legally established and undisputed claims may be offset against claims by TÜV Rheinland.
- 8.11 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 the cost of payment, the client under any contracts, agreement and/or orders/quotations reached with TÜV Rheinland.
9. **Acceptance of work**
- 9.1 Any part of the work result ordered which is complete in itself may be accepted by TÜV Rheinland for the client as an instalment. The client is obliged to accept, immediately or transferred or 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.
- 9.2 The client is not entitled to refuse acceptance due to insignificant breach of contract by TÜV Rheinland.
- 9.3 If acceptance is excluded according to the nature of the work performance of TÜV Rheinland, the completion of the work shall take its place.
- 9.4 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 does not accept or postpone the audit date confirmed by TÜV Rheinland, TÜV Rheinland is entitled to immediately charge a lump-sum compensation of 10% of the order amount as settlement for expenses. The client reserves the right to prove that the order amount 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 the amount of damages in the event of a delay 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 know-how, trade secrets, documents, images, drawings, engineering, information, data, test results, reports, samples, project documents, pricing and financial information, customer and supplier information, and marketing technical data and information, tangible and intangible, whether transferred or otherwise disclosed by one Party (the "disclosing party") to the other Party (the "receiving party"), in writing or orally, in printed or electronic format. Confidential information is expressly not the data and know-how collected, compiled or otherwise processed by TÜV Rheinland non-permanent 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 writing in form as confidential before passing it into the receiving party. The client agrees to disclose confidential information to TÜV Rheinland non-permanent information is disclosed orally, the receiving party shall be appropriately informed in advance and the disclosing party shall confirm in writing the confidentiality nature of the information within five working days of oral disclosure. Where the disclosing party fails to do so within the stipulated period, the receiving party shall not take any confidentiality obligations hereunder towards such information. The client shall avoid using any third party platform and/or system (e.g. Wechat, etc.) authorized by TÜV Rheinland and send any confidential information to TÜV Rheinland employees through its company email. If the client suffers from any losses or damages due to any theft or leakage to the cause of the adoption of such platform, the client shall be liable for the damages 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 directly or indirectly by TÜV Rheinland (including but not limited to) 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.
- 10.4 Confidential information may be disclosed or otherwise processed by the receiving party, unless this is necessary for fulfilling the purpose of the contract or TÜV Rheinland is required to pass on the 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; that must be treated by the receiving party with the same level of confidentiality as the receiving party's confidential information, but never with a lesser level of confidentiality than that which is reasonably required.
- 10.5 The receiving party may disclose any confidential information received from the disclosing party to its employees, subcontractors or other third parties, if the client has given its written consent. The receiving party undertakes to obligate these employees to observe the same level of secrecy as set forth in this confidentiality clause.
- 10.6 The disclosing party shall provide the following information:
  - 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;
  - b) It was disclosed to the receiving party by a third party who has disclosed 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.
- 10.7 All confidential information shall remain the property of the disclosing party. The receiving party hereby agrees to immediately return or destroy the confidential information, or to destroy any copies of such information, and/or (ii) request 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. However, the disclosing party is required to make 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.
- 10.8 From the start of the contract and for a period of three years after termination or expiry of the contract, the receiving party shall retain the integrity 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/opinions, results calculations, presentations, prepared in writing for the client, 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. However, the client may only use such reports, expert reports/opinions, test reports/opinions, results calculations, presentations etc. prepared within the scope of the contract for the contractually agreed purpose.
- 11.3 The transfer of the generated work results is regulated in clause 11.2 of the GTBC in 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 above shall not be possible without the written approval of TÜV Rheinland in each individual case. Besides, the client ensures that the aforesaid use shall comply with relevant applicable laws, regulations and relevant rules (including but not limited to specific applicable testing and certification rules, etc.).
- 11.6 TÜV Rheinland may revoke a once given approval according to clause 11.5 at any time without stating reasons. In this case, the client is obliged to stop the transfer of the work results immediately at his own expense and, as far as possible, to withdraw publications.
- 11.7 The consent of TÜV Rheinland to publication or duplication of the work results does not entitle the client to use the corporate logo, corporate design or testification mark of TÜV Rheinland.
12. **Liability of TÜV Rheinland**
- 12.1 Respective of the legal basis, to the fullest extent permitted by applicable law, in the event of a breach of contractual obligations or tort, the liability of TÜV Rheinland for all damages, losses and reimbursement of expenses caused by its legal representatives and 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 for a fixed fee plus an hourly fee, the 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 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 clause 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 prior negligence is involved. For this purpose, "fundamental breach" shall mean a 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 at the time of the breach. In any event, the claim for damages shall be limited (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 or 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 therefor by TÜV Rheinland.
14. **Data protection notice**
- 14.1 The client understands and agrees that TÜV Rheinland processes personal data (including but not limited to personal information) of the client and its related parties (including but not limited to the supplier of the client) for the purpose of fulfilling this contract. The client confirms that it has obtained the prior consent of the data subject, which entitles TÜV Rheinland to access, use, or process the personal data of the client collected or processed by itself and transferred to TÜV Rheinland. For certain services, we may also process sensitive personal data. TÜV Rheinland will use and process the data in accordance with the relevant legal basis. If any personal data has to be disclosed or transferred to a third party or an authority outside of the district in which the personal data was collected, the client also confirms that it has obtained the prior consent of the data subject. TÜV Rheinland will carry out cross-border data transmission and protect the data in compliance with the privacy and personal data security related laws and regulations in China and the local country. TÜV Rheinland will take measures to avoid any leakage, abuse, manipulation, damage or unauthorized access of personal data. The personal data will be deleted immediately as soon as a corresponding reason for deletion arises. Data subjects may exercise the following rights: right of information, right of decision, right of rectification, right of deletion, right of processing limitation, right of objection, right of data transferability. In addition, persons concerned by the data processing have the right to revoke their consent at any time with effect for the future, as well as the right to file a complaint with the competent data protection supervisory authority. For further details on the processing of personal data by TÜV Rheinland as the person responsible for data processing, 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 stored following testing in accordance with the applicable requirements of the relevant statutory regulations or samples, which are placed in storage on the basis of statutory regulations or of another agreement with the client.
- 15.2 Charges apply for the samples are stored at the premises of TÜV Rheinland. The cost of placing a test sample into storage will be disclosed to the client in the quotation.
- 15.3 If reference samples or documentations are given to the client to be placed in storage at their premises in order to demonstrate conformity with the respective applicable regulatory information, upon request promptly and free of charge. If the client, in response to such a request, is incapable of making available the reference samples and/or documentation, any liability claims for material and pecuniary damages resulting from the lack of availability and certification that is brought forward by the client against TÜV Rheinland shall be void.
- 15.4 The retention period for the documentation shall be 10 (ten) years after the expiry of the test mark certification as well as the applicable legal requirements for EUEEC certificates of conformity and QS mark certification.
- 15.5 The costs of the handover and dispatch of the test samples for storage on the client's premises are borne by the client. TÜV Rheinland will be liable for the loss of test samples or reference samples from the laboratories or warehouses of TÜV Rheinland only in case of gross negligence.
16. **Termination of the contract**
- 16.1 Notwithstanding clause 3.3 of the GTBC, TÜV Rheinland and the client are entitled to terminate the contract in its entirety or, in the case of services combined in one contract, each of the combined parts of the contract individually and independently of the continuation of the remaining services by six (6) months prior notice to the other party in writing after the agreed term. The notice period shall be shortened to six (6) weeks in case TÜV Rheinland is prevented from performing the services due to a loss or suspension of its accreditation or notification.
- 16.2 For good cause, the client has the right to terminate the contract in writing unless the client to terminate the contract which includes but not limited to the following:
  - a) the client does not immediately notify TÜV Rheinland of changes in the conditions within the company which are relevant for certification or other purposes;
  - b) the client misses the certificate or certification mark or uses it in violation of the contract;
  - c) in the event of several consecutive delays in payment (at least three times);
  - d) a substantial deterioration of the financial circumstances of the client occurs and as a result the payment claims of TÜV Rheinland under the contract are considerably endangered and TÜV Rheinland cannot reasonably be expected to continue the contractual relationship;
  - e) in the event of any serious, intentional or grossly negligent behavior of the managers, employees or agents of the client;
  - f) if TÜV Rheinland, for reasons beyond its control, is temporarily or finally not able or entitled to continue to fulfill its contractual obligations or the performance of force majeure, government interference, sanctions, loss of accreditation or notification, or other.
- 16.3 In the event of termination with written notice by TÜV Rheinland for good cause, TÜV Rheinland shall be entitled to claim compensation for the losses incurred by the client, if the conditions of clause 10.4 apply. In this case, the client shall also pay 15% of the remuneration to be paid until the end of the fixed contract term as lump-sum compensation. The client reserves the right to prove that there is no damage or a considerably lower damage. TÜV Rheinland reserves the right to prove a considerably higher damage in individual cases.
- 16.4 TÜV Rheinland is also entitled to terminate the contract with written notice if the client has not allowed for the required time windows for auditing services provided by TÜV Rheinland within the scope of a certification procedure and the certificate therefore has to be withdrawn (for example during the performance of monitoring audits). Clause 16.3 applies accordingly.
17. **Force majeure**
- 17.1 "Force majeure" means the occurrence of an event or circumstance that prevents or impedes a Party from performing one or more of its contractual obligations under the contract, if and to the extent that that Party proves: (a) that such impediment is beyond its reasonable control; and (b) that it could not reasonably have been foreseen at the time of the conclusion of the contract; and (c) that the effects of the impediment could not reasonably have been avoided or overcome by the affected Party.
- 17.2 In the absence of proof to the contrary, the following events affecting a Party shall be presumed to fulfil conditions (a) and (b) of under paragraph 17.1: (i) of war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilization; (ii) civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy; (iii) currency exchange and trade restriction; (iv) act of authority whether lawful or unlawful; compliance with any law or governmental order; expropriation, seizure of works, requisition, nationalization; (v) plague, epidemic, natural disaster or extreme natural event; (vi) explosion, fire, destruction of equipment or prolonged breakdown of transport, telecommunication information system or factory; (vii) general labor disturbance such as boycott, strike and lock-out; go-stow, occupation of facilities and premises.
- 17.3 The Party is not liable if the Clause 18 is relieved from its duty to perform its obligations under the contract and from any liability in damages or from any other contractual remedy for breach of contract, from the time at which the impediment causes inability to perform, provided that the notice thereof is given without delay. If notice thereof is given without delay, the relief is effective from the time at which notice thereof reaches the other Party. Where the effect of the impediment or event invoked does not, the above consequences shall apply only as long as the impediment invokes and impedes performance by the affected Party. Where the duration of the impediment invoked has the effect of substantially depriving the contracting Parties of all of what they were reasonably entitled to expect under the contract, either Party has the right to terminate the contract by notification to the other party with a reasonable time for notice. Unless otherwise stated, 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 contract performance due to an event beyond its reasonable control which it could not reasonably have been expected to have taken into account at the time of the conclusion of the contract; and that (b) it could not reasonably have avoided or overcome the event or its consequences, the Parties are bound, within a reasonable time of the invocation of this Clause, to negotiate alternative contractual terms which reasonably allow to overcome the consequences of the event. Where Clause 18.2 applies, but where the Parties have been unable to agree alternative contractual terms as provided in that paragraph, the Party invoking this Clause is entitled to terminate the contract, but cannot request adaptation by the judge or arbitrator without the agreement of the other Party.
19. **Partial invalidity, written form, place of jurisdiction and dispute resolution**
- 19.1 All amendments and supplements must be in writing in order to be effective. This also applies to amendments and supplements to this clause 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. Unless otherwise stipulated in the contract, the provisions under 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 shall be governed by the laws and conditions shall be governed by the laws of the People's Republic of China.
  - b) If TÜV Rheinland in question is legally registered and existing in Taiwan, the contracting parties hereby agree that the contract and these terms and conditions shall be governed by the laws of Taiwan.
  - c) If TÜV Rheinland in question is legally registered and existing in Hong Kong, the contracting parties hereby agree that the contract and these terms and conditions shall be governed by the laws of Hong Kong.
- 19.4 Any dispute in connection with the contract and these terms and conditions or the execution thereof shall be settled by arbitration in accordance with the applicable rules of arbitration. 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 decided:
  - a) in the case of TÜV Rheinland in question being legally registered and existing in the People's Republic of China, to China International Economic and Trade Arbitration Commission (CIETAC) to be settled by arbitration under the Arbitration Rules of CIETAC in force when the arbitration is submitted. The arbitration shall take place in Beijing, Shanghai, Shenzhen or Chongqing as appropriately chosen by the claiming party;
  - b) in the case of TÜV Rheinland in question being legally registered and existing in Taiwan, to Chinese Arbitration Association, Taipei to be arbitrated in accordance with its then current Rules of Arbitration. The arbitration shall take place in Taipei;
  - c) in the case of TÜV Rheinland being legally registered and existing in Hong Kong, to Hong Kong International Arbitration Center (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.
- 19.5 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.