

**Report No.:** 244357923b 001 Page 1 of 19

**Client:** HAPPY ARTS&CRAFTS(NINGBO)CO.,LTD

**Contact Information:** HAPE INTERNATIONAL(NINGBO)LTD  
9-27Nanhai Road, Dagang industrial City, Beilun, Ningbo, China

**Test item(s):** Toy

**Identification/  
Model No(s):** Refer to detail list

**Sample obtaining method:** Sending by customer

**Condition at delivery:** Test item complete and undamaged.

**Sample Receiving date:** 2021-09-01

**Testing Period:** 2021-09-01 to 2021-09-27

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

**Test Specification:**

Please refer to "Test Result Summary List" on page 2 for details

**Other information:**

Country of Origin: China  
Sales Destination: Global  
Packaging provided: Yes

The provided age grade of the item: M001,M004-M006:over 36 months; M002,M003:over 24 months.  
The appropriate age grade of the item: M001,M004-M006:over 36 months; M002,M003:over 18 months.

The item was tested: M001,M004-M006:over 36 months; M002,M003:over 18 months.

\*As per client's requirement

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



2021-09-28

Date

  
Gary Zhu / Assistant Manager

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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**Test Result Summary :****Test Specification:**

- 1 ASTM F963-17: Mechanical and physical
- 2 ASTM F963-17: Flammability on solids and soft toys
- 3 CPSIA Sect 103: Tracking label
- 4 ASTM F963-17 Sect. 4.3.5.1 and 4.3.5.2 : Soluble heavy metal
- 5 ASTM F963-17 Sect. 4.3.5.1 and CPSIA Sect. 101: Total lead content in paint and coating materials
- 6 ASTM F963-17 Sect. 4.3.5.2 and CPSIA Sect. 101: Total lead content in substrate materials
- 7 Total Lead Content\*

**Test result:**

PASS  
PASS  
PASS  
PASS  
PASS  
PASS  
PASS



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ASIN NO.	Item NO.	Item Description EN	Item Description CN	Age
B074PYRC5S	E3153,E3153A	White Fridge-freezer	北欧风双门冰箱	3Y+
B074PYNQYC	E3146,E3146A	My Coffee Machine	北欧风自制咖啡机	24M+
B074PSHCB8	E3148,E3148A	Pop-up Toaster Set	北欧风烤面包机	24M+
B074PXWGDP	E3151,E3151A	2-in-1Kitchen&Grill Set	北欧风双面迷你厨房	3Y+
B07ZFRXTZJ	E3166,E3166A,E3166B	Kitchen with Light and Sound	超能声光模拟厨房	3Y+
B01N33IL6H	E3145,E3145A ,E3145B	All-in-1 kitchen	美食家超能大厨房	3Y+



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**Material List:**

Item: Refer to detail list

Material No.	Material	Color	Location	Remark
M001	Whole Product	Multi-color	E3153,E3153A	
M002	Whole Product	Multi-color	E3146,E3146A	
M003	Whole Product	Multi-color	E3148,E3148A	
M004	Whole Product	Multi-color	E3151,E3151A	
M005	Whole Product	Multi-color	E3166,E3166A,E3166B	
M006	Whole Product	Multi-color	E3145,E3145A ,E3145B	
M007	Wood	Nature	Solid Wood	
M008	Wood	Nature	MDF	Refer to 244346170/M005
M009	Wood	Nature	Plywood	Refer to 244352423/M004
M010	Coating	Red	On wood	
M011	Coating	White	On wood	
M012	Coating	Silver	On wood	
M013	Coating	Black	On wood	
M014	Coating	Brown	On wood	Refer to 244346170/M015
M015	Coating	Transparent	On wood	
M016	Coating	Grey	On wood	
M017	Coating	Sky blue	On wood	Refer to 244346170/M011
M018	Coating	Orange	On wood	
M019	Coating	Yellow	On wood	
M020	Coating	Lt.grey	On wood	



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M021	Coating	Dk.grey	On wood	Refer to 244340715/M027
M022	Plastic	Beige	Plate, fasal, E3148	
M023	Plastic	White	PA nail, E3151	
M024	Plastic	Red	POM nail(clock), E3151	
M025	Plastic	Red	Switch, E3151	
M026	Plastic	Transparent	PET board, E3153	
M027	Plastic	Beige	Round pin, E3153	
M028	Plastic	Cream	Round pin, E3153	
M029	Plastic	Red	Knob, PP, E3146&E3148	
M030	Plastic	White	Cup, E3146	
M031	Plastic	White	Velcro, hook, E3148	
M032	Plastic	White	Bowl, PP, E3145	
M033	Plastic	White	Screw, E3145	
M034	Plastic	Grey	PA block(door), E3166	
M035	Plastic	Transparent	PMMA window, E3166	
M036	Plastic	Grey	ABS handle&knob, E3166	
M037	Plastic	Grey	PP sink&tap, E3166	
M038	Plastic	Black	PP cooker baseboard, E3166	
M039	Plastic	Lt.grey	POM knob, E3166	
M040	Plastic	Transparent	PET cooker panel, E3166	
M041	Plastic	Semitransparent	Screw, E3166	
M042	Plastic	Red	Cooker button, E3166	
M043	Plastic	Cream	PA hook connector, E3145	
M044	Plastic	Red	ABS handle & knob, E3145	



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M045	Plastic	White	ABS coffee cup, E3145	
M046	Plastic	White	LED, E3145	
M047	Plastic	Transparent	ABS LED, E3145	
M048	Plastic	Black	Rubber switch, E3145	
M049	Rubber + Textile	White	Elastic cord, E3146/E3148	
M050	Textile + printing	White + brown	Felt with printing, E3146	
M051	Textile	Yellow	Butter felt, E3148	
M052	Textile	Yellow green	Felt, E3145	
M053	Textile	Dk.green	Felt, E3145	
M054	Paper + printing	Multi-color	On wood, E3166	
M055	Metal	Silver	Iron tableware, E3145	
M056	Metal	Silver	Iron pot, E3145	
M057	Metal	Silver	Round pieces of metal, E3145	
M058	Metal	Silver	Refer to photo, E3145	
M059	Metal	Silver	Refer to photo, E3145	
M060	Metal	Silver	Refer to photo, E3145	
M061	Metal	Silver	Refer to photo, E3145	
M062	Metal	Silvery	Screw, E3146	
M063	Metal	Silver	Philips screw, E3151	
M064	Metal	Silver	Stainless steel, E3151&E3166	
M065	Metal	Silver	Connector, E3153	
M066	Metal	Silver	Y/H screw, E3153	
M067	Metal	Silver	Hex screw, E3153	
M068	Metal	Silver	Philips screw, E3153	



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M069	Metal	Silver	Round pin, E3153	
M070	Metal	Silver	Door spindle, E3166	
M071	Metal	Silver	Phipps screw, E3166	



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

Test No:	T001
Material No:	M001-M006
<b>4. Safety requirements</b>	
4.1 Material Quality (visual check)	PASS
4.5 Sound-producing toys	PASS*4
4.6 Small objects	PASS*1
4.7 Accessible edges	PASS
4.8 Projections	PASS*2
4.9 Accessible points	PASS
4.11 Nails and fasteners	PASS*3
4.12 Plastic film	PASS*4
4.13 Folding mechanisms and hinges	PASS*5
4.15 Stability and over-load requirements	PASS*6
4.38 Magnets	PASS*6
<b>5. Labeling requirements</b>	
5.11 Small objects, small balls, marbles and balloons	PASS*7
5.16 Promotional materials	PASS
<b>6. Instructional literature</b>	
6.1 Definition and description	PASS
<b>7. Producer's markings</b>	
7.1 Name and address of the producer or the distributor	PASS

**Use and Abuse Tests:**

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

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

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





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**Remark:**

- \*1 This clause is applicable to M001 and M003
- \*2 This clause is applicable to M002 and M003
- \*3 This clause is applicable to M004
- \*4 This clause is applicable to M005
- \*5 This clause is applicable to M001, M005 and M006
- \*6 This clause is applicable to M005 and M006
- \*7 This clause is applicable to M001



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

**Test result:**

	Test No:	T001
	Material No:	M001-M006
<b>4.2 Flammability on solids and soft toys</b>		PASS

The burning rate of the most severe part = DNI

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

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



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**3.CPSIA Sect 103: Tracking label**

**Test Result:**

	Test No:	T001
	Material No:	M001-M006
Present On Packaging		PASS
Present On Product		PASS

**Remark:**

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



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

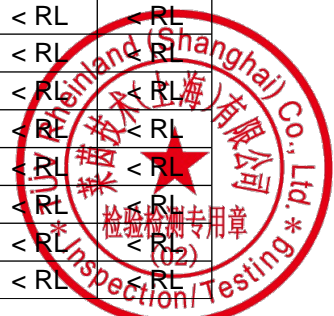
Test method: For paint and similar surface-coating materials: ASTM F963-17 Section 8.3.2 - 8.3.4 Method to Dissolve Soluble Matter for Surface Coatings, Preparation of Test Samples and Test Procedures

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

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

Test result:

Test No.	Material No.	[mg/kg]							
		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	
T001	M007(*1)	< RL	< RL	4.7	< RL	< RL	< RL	< RL	< RL
T002	M008(*1)	< RL	< RL	13.4	< RL	< RL	< RL	< RL	< RL
T003	M009(*1)	< RL	< RL	4.8	< RL	< RL	< RL	< RL	< RL
T004	M010	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T005	M011(*1)	< RL	< RL	3.9	< RL	< RL	< RL	< RL	< RL
T006	M012(*1)	< RL	< RL	13.0	< RL	< RL	< RL	< RL	< RL
T007	M013(*1)	< RL	< RL	3.7	< RL	< RL	< RL	< RL	< RL
T008	M015(*1)	< RL	< RL	3.4	< RL	< RL	< RL	< RL	< RL
T009	M016(*1)	< RL	< RL	9.9	< RL	< RL	< RL	< RL	< RL
T010	M017	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T011	M018	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T012	M019(*1)	< RL	< RL	3.3	< RL	< RL	< RL	< RL	< RL
T013	M020(*1)	< RL	< RL	4.1	< RL	< RL	< RL	< RL	< RL
T014	M021(*1)	< RL	< RL	2.9	< RL	< RL	< RL	< RL	< RL
T015	M022	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T016	M023	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T017	M024	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T018	M025	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T019	M026	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T020	M027	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T021	M028	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T022	M029	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T023	M030	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T024	M031	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T025	M032	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T026	M033	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T027	M034	< 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		
T028	M035	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T029	M036	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T030	M037	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T031	M038	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T032	M039	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T033	M040	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T034	M041	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T035	M042	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T036	M043	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T037	M044	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T038	M045	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T039	M046	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T040	M047(*2)	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T041	M048	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T042	M049	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T043	M050(*1)	2.6	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T044	M051	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T045	M052	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T046	M053(*1)	12.4	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T047	M054	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL

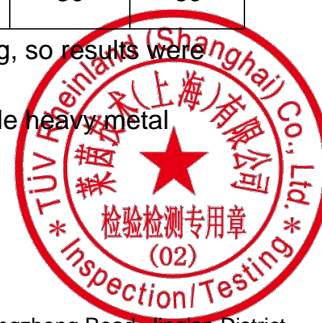
Abbreviation: < = less than  
 RL = Reporting Limit  
 mg/kg = milligram per kilogram

## Remark:

- \*1 The material is deemed comply with the requirement of ASTM F963-17 cl. 8.3.4.3 after analytical correction.
- \* 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

- \*2 The weight of test portion available was less than 100 mg, but greater than 10 mg, so results were calculated as if 100 mg of the sample were available.
- \*3 The weight of test portion M014 available was less than 10 mg, the test for soluble heavy metal content was not performed.



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**5.ASTM F963-17 Sect. 4.3.5.1 and CPSIA Sect. 101: 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	M010 + M011 + M012	Lead Content	ppm	10	90	< RL
T002	M013 + M014 + M015	Lead Content	ppm	10	90	< RL
T003	M016 + M017 + M018	Lead Content	ppm	10	90	< RL
T004	M019 + M020 + M021	Lead Content	ppm	10	90	< RL

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


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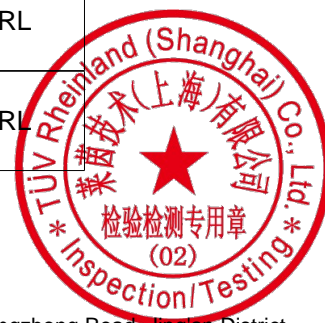
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**6.ASTM F963-17 Sect. 4.3.5.2 and CPSIA Sect. 101: Total lead content in substrate materials**

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	M007 + M008 + M009	Lead Content	ppm	10	100	< RL
T002	M022 + M023 + M024	Lead Content	ppm	10	100	< RL
T003	M025 + M026 + M027	Lead Content	ppm	10	100	< RL
T004	M028 + M029 + M030	Lead Content	ppm	10	100	< RL
T005	M031 + M032 + M033	Lead Content	ppm	10	100	< RL
T006	M034 + M035 + M036	Lead Content	ppm	10	100	< RL
T007	M037 + M038 + M039	Lead Content	ppm	10	100	< RL
T008	M040 + M041 + M042	Lead Content	ppm	10	100	< RL
T009	M043 + M044 + M045	Lead Content	ppm	10	100	< RL
T010	M046 + M047 + M048	Lead Content	ppm	10	100	< RL
T011	M049	Lead Content	ppm	10	100	< RL
T012	M055 + M056 + M057	Lead Content	ppm	10	100	< RL
T013	M058 + M059 + M060	Lead Content	ppm	10	100	< RL
T014	M061 + M062 + M063	Lead Content	ppm	10	100	< RL



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Test No.	Material No.	Test Parameter	Unit	RL	Regulatory Requirement	Test Result
T015	M064 + M065 + M066	Lead Content	ppm	10	100	< RL
T016	M067 + M068 + M069	Lead Content	ppm	10	100	< RL
T017	M070 + M071	Lead Content	ppm	10	100	< RL

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





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**7.Total Lead Content**

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

**Result:**

Test No.	Material No.	Test Parameter	Unit	RL	Customer's Requirement	Result
T001	M010 + M011 + M012	Lead Content	mg/kg	10	40	< RL
T002	M013 + M014 + M015	Lead Content	mg/kg	10	40	< RL
T003	M016 + M017 + M018	Lead Content	mg/kg	10	40	< RL
T004	M019 + M020 + M021	Lead Content	mg/kg	10	40	< RL

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

**Remark:**

- \*1 The requirement is following 16 CFR Part 1303 for
- (1) Paint and other similar surface-coating materials
  - (2) Lead-containing paint
  - (3) Toys and other articles intended for use by children and
  - (4) Furniture article.



Sample Photos



E3166,E3166A(B07ZFRXTZJ)



E3153,E3153A(B074PYRC5S)



E3151,E3151A(B074PXWGDP)



E3146,E3146A(B074PYNQYC)



E3148,E3148A(B074PSHCB8)



E3145,E3145A,E3145B(B01N33JL6H)



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Sample Photos



Photo



Photo

- END -



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

1. **Scope**
  - 1.1 These General Terms and Conditions of Business of TÜV Rheinland in Greater China ("GTBC") 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 regarding electronic transmission) or by commencing work on the contract.
  - 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 services provided 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, organizations, use and application by the client being regulated by the systems in 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 otherwise expressly agreed by the client.
  - 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 and 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 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.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 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 the contract.
  - 8.5 The provisions set forth in article 8.4 shall also apply in cases involving retained 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 notice shall be issued one month prior to the date on which the rise in fees shall come into effect (period of notice of changes in fees). If the rise in fees remains under 5% per contractual year, the client shall not have the right to terminate the contract. If the rise in fees exceeds 5% per contractual year, the client shall be entitled to terminate the contract by the end of the period of notice of changes in fees. If the contract is not terminated, the changed fees shall be deemed to have been agreed upon by the time of the expiry of the notice period.
  - 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 against any fees paid by 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 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-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 withheld (e.g. as a result of surveillance or re-auditing), 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 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 materials, tangible or intangible, that are supplied, transferred or otherwise disclosed to the Party (the "disclosing party") by 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 collected, compiled or otherwise obtained by TÜV Rheinland (non-personal and not proprietary to the client) within the scope of the provision of services by TÜV Rheinland. TÜV Rheinland is entitled to store, use, further develop and pass on the data obtained in connection with the provision of services for the purposes of developing new services, improving services and analysing the provision of services. 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 of the confidentiality and the disclosure of this information in writing of 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, Dingding, etc.). Unauthorized by TÜV Rheinland to send any confidential information to TÜV Rheinland. Instead, the client shall send any confidential information to company address of TÜV Rheinland employees through its confidential information disclosure in written form or damages due to any theft or leakages to be caused by the adoption of any unauthorized confidential information sharing methods mentioned above, TÜV Rheinland shall be waived for any compensation liabilities.
  - 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 authorities, accreditation bodies or third parties that are involved in 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 obligate 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 to ensure 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 after termination or expiry of the contract. This does not extend to duplicate 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 reports and 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 confidentiality of 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 in writing by 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-sub licensable 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 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 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 annual 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 foreseen as a possible consequence of such breach of contract at the time of the breach (reasonably foreseen damages) unless any other amount is expressly agreed in writing by the client.
  - 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 the corresponding reason for processing has ceased. The client may exercise the following 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 request the deletion of their data 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 the client as the person responsible or contract processor, please refer to the relevant data protection policy of the client. You can contact our Data Protection Officer of TÜV Rheinland by e-mail at datenschutz@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. **Test materials/samples: transport risk and storage**
  - 15.1 The risk and costs for freight and transport of documents or test materials/samples to and from TÜV Rheinland as well as the costs of necessary disposal measures shall be borne by the client. TÜV Rheinland will be only liable for the direct loss of test materials/samples in the laboratories or warehouses of TÜV Rheinland only in case of gross negligence.
  - 15.2 Any destroyed and otherwise worthless test materials/samples will be disposed of by TÜV Rheinland for the client at the expense of the client, unless otherwise agreed.
  - 15.3 Undamaged test materials/samples 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 four weeks or any longer period agreed upon, the test materials/samples will be disposed of by TÜV Rheinland for the client for a fee in accordance with clause 15.2.
  - 15.5 If test materials/samples or documents are given to the client to be placed in storage at their premises, the test materials/samples or documents must be made available to TÜV Rheinland upon request promptly and free of charge. If the client's response to such a request is incapable of making available the test materials/samples and/or documentation, 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.
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. The notice period shall be shortened to six (6) weeks in case TÜV Rheinland is prevented from performing the services due to a loss or a suspension of its accreditation or notification.
    - 16.2 For good cause, TÜV Rheinland may consider giving a written notice to 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 signs of such changes;
      - 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 misrepresentation, be it by intentional fraud 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 or finalize the performance of the services, e.g. in case 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 a lump-sum claim for damages against the client if the conditions of a claim for damages exist. In this case, the client shall pay 5% of the remuneration to be paid until the end of the fixed contract term as lump-sum compensation. The client reserves the right to prove that there is no damage or a considerably lower damage. TÜV Rheinland reserves the right to prove a considerably higher damage in individual cases.
  - 16.4 TÜV Rheinland is also entitled to terminate the contract with written notice if the client has not been able to make use of the time windows for auditing /service provision provided by TÜV Rheinland within the scope of a certification procedure and the certificate therefore has to be withdrawn (for example during the performance of monitoring audits). Clause 16.3 applies accordingly.
17. **Force Majeure**
  - 17.1 "Force Majeure" means the occurrence of an event or circumstance that prevents or impedes a Party from performing one or more of its contractual obligations under the contract, if and to the extent that that Party proves that the event or circumstance is beyond its control, and 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 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 revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy; (iii) currency and trade restrictions, embargoes, export controls, international system of energy; (iv) general labor disturbance such as governmental order, expropriation, seizure of works, requisition, nationalization; (v) plague, epidemic, natural or extreme natural event; (vi) 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, go-slow, occupation of factories and premises.
  - 17.3 The Party successfully invoking this Clause is relieved from its duty to perform its obligations under the contract and from any liability 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 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 event invoked is temporary, the above consequences shall apply only so long as the impediment invoked impedes performance of 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 be foreseen 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 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 it to overcome the consequences of the event.
  - 18.3 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 17.1.
  - 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 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.
  - 19.4 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 the 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 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.