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Client: DEPESCHE VERTRIEB GMBH & CO. KG

Contact Information: Vierlander Strasse 14, 21502 Geesthacht, Germany

Test item(s): Non toys

**Identification/
Model No(s):** Ball pen
Item no.: 12844A

Sample obtaining method: Sending by customer

Condition at delivery: Test item complete and undamaged.

Sample Receiving date: 2024-07-15, 2024-08-28

Testing Period: 2024-07-19 to 2024-09-02

Place of testing: Chemical laboratory Hong Kong

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

Other information:

Country of Destination: Germany

The selection of the tested materials and parameters is based on testing experience according to the principles of proportionally considering technological probabilities. The analyses are focused on expected harmful substances caused by nature of materials and production conditions.

For and on behalf of
TÜV Rheinland Hong Kong Ltd.



2024-10-24

Amenda Yung / Senior CS Manager

Date

Name/Position

Sample information is provided by customer. Test result is drawn according to the kind and extent of tests performed. This test report relates to the above mentioned test sample. Without permission of the test center this test report is not permitted to be duplicated in extracts. This test report does not entitle to carry any safety mark on this or similar products.

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

Test Result Summary :

<i>Test Specification:</i>	<i>Test result:</i>
1 Depesche requirement: EN 71-3:2019+A1:2021 Migration of 19 Elements	PASS
2 Depesche requirement: EN 71 - 9 : 2005 + A1 : 2007; EN 71 - 10 and 11 : 2005 Table 2B Colorants	PASS
3 Depesche requirement: EN 71 - 9 : 2005 + A1 : 2007; EN 71 - 10 and 11 : 2005 Table 2C Primary Aromatic Amines	PASS
4 Depesche requirement: EN 71 - 9 : 2005 + A1 : 2007; EN 71 - 10 and 11 : 2005 Table 2H Preservatives (other than wood preservatives)	PASS
5 Total Cadmium Content - according to REACH regulation (EC) No. 1907/2006 Annex XVII Entry 23 and its amendments	PASS
Total Lead Content - REACH Regulation (EC) No. 1907/2006 Annex XVII Entry 63 and its amendments	PASS
6 Depesche requirement: Phthalates content	PASS
7. 1 Azo dyes content according to Annex XVII Entry 43 of Regulation (EC) No 1907/2006 and its amendments	PASS
8 Depesche requirement: Biocides (Biological Active Products - OIT, DCOIT)	PASS

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Material List:

Item: Ball pen
Item no.: 12844A

Material No.	Material	Color	Location
M005	Plastic	Black	[#Gold pen]-Ink tube cover;[#Silver pen]-Ink tube cover;[#Rose gold pen]-Ink tube cover
M006	Plastic	White	[#Gold pen]-Ink tube holder;[#Silver pen]-Ink tube holder;[#Rose gold pen]-Ink tube holder
M007	Ink	Black	[#Gold pen]-Pen ink;[#Silver pen]-Pen ink;[#Rose gold pen]-Pen ink
M007-1	Ink	Black	[#Gold pen]-Pen ink;[#Silver pen]-Pen ink;[#Rose gold pen]-Pen ink

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1. EN 71-3:2019+A1:2021 Migration of 19 Elements

Test Method: with reference to EN 71-3:2019+A1:2021, analyzed by ICP-OES / ICP-MS / LC-ICP-MS/IC-UV/GC-MS.

2) For liquid or sticky toy materials:

Test Result:

		Test No.		T001
		Material No.		M007
Test Parameter	Unit	RL	Regulatory Requirement	Result
Aluminium (Al)	mg/kg	10	560	23
Antimony (Sb)	mg/kg	1	11.3	< RL
Arsenic (As)	mg/kg	0.5	0.9	< RL
Barium (Ba)	mg/kg	2.5	375	< RL
Boron (B)	mg/kg	10	300	< RL
Cadmium (Cd)	mg/kg	0.1	0.3	< RL
Chromium III (Cr(III))	mg/kg	1	9.4	< RL
Chromium VI (Cr(VI))	mg/kg	0.004	0.005	< RL
Cobalt (Co)	mg/kg	0.5	2.6	< RL
Copper (Cu)	mg/kg	2.5	156	16.5
Lead (Pb)	mg/kg	0.4	0.5	< RL
Manganese (Mn)	mg/kg	2.5	300	< RL
Mercury (Hg)	mg/kg	0.5	1.9	< RL
Nickel (Ni)	mg/kg	2.5	18.8	< RL
Selenium (Se)	mg/kg	2.5	9.4	< RL
Strontium (Sr)	mg/kg	2.5	1,125	< RL
Tin (Sn)	mg/kg	0.06	3,750	0.069
Organic Tin [^]	mg/kg	0.2	0.2	< RL
Zinc (Zn)	mg/kg	10	938	< RL
Mass of trace amount	mg	--	--	-

Abbreviation:

- < = less than
- RL = Reporting Limit
- mg/kg denotes milligram per kilogram
- mg denotes milligram
- [^] denotes Organic tin are not necessary to be determined when the Tin concentration is less than calculated limit (0.067 mg/kg)

Remark:

- * Categorization of toys materials is based on the material texture. According to point H.11 of Annex H to EN 71-3:2019+A1:2021 / BS EN 71-3:2019+A1:2021 , cosmetic materials with dry, brittle, powder like or pliable texture such as lipstick and eyeshadow are considered as category I materials. However, as a reminder, it cannot preclude the possibility that some national enforcement authorities might take a more stringent action to treat cosmetic materials as sticky and evaluate according to category II requirement as they are intended to be applied on skin and retained for long time.
- ** For any test portion containing grease, oil, wax or similar material, such materials would has been removed with isooctane by using Soxhlet extraction.
- **** The highlighted result was found to be more than the maximum permissible limit.
- ***** According to EN 71-3:2019+A1:2021, if the weight of a test portion of toy material is less than 10mg, the analysis of migration of certain elements would not be required. If the weight of a test portion of toy material is between 10mg and 100mg, the analytical results would be calculated as though 100mg of the test portion had been used.

Organic tin content

Test Method: EN 71-3:2019+A1:2021, analyzed by GC-MS

		Test No.	T001
		Material No.	M007
Test Parameter	Unit	RL	Result
MeT (Methyltin cation)	mg/kg	0.2	< RL
DMT (Dimethyltin Cation)	mg/kg	0.2	< RL
BuT (Butyltin cation)	mg/kg	0.2	< RL
DBT (Dibutyltin cation)	mg/kg	0.2	< RL
TBT (Tributyltin cation)	mg/kg	0.2	< RL
TeBT (Tetrabutyltin cation)	mg/kg	0.2	< RL
MOT (Monooctyltin cation)	mg/kg	0.2	< RL
DOT (Dioctyltin cation)	mg/kg	0.2	< RL
DProT (Dipropyltin cation)	mg/kg	0.2	< RL
TcyT (Tricyclohexyltin cation)	mg/kg	0.2	< RL
DPhT (Diphenyltin cation)	mg/kg	0.2	< RL
TPhT (Triphenyltin cation)	mg/kg	0.2	< RL
Sum of Organic tin cations	mg/kg	NA	< RL
Category	NA	NA	2
Limit	mg/kg	NA	0.2

Remark:

- * According to Annex G of EN 71-3:2019+A1:2021, the sum of migration of organic tin shall not exceed the migration limits as below:

Category	Category I	Category II	Category III
Scope	Dry, brittle, powder-like or pliable toy materials	Liquid or sticky toy materials	Scraped-off toy materials
Limit	0.9mg/kg	0.2mg/kg	12mg/kg

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2.EN 71-9:2005+A1:2007; EN 71-10 and -11:2005 Table 2B Colourants

Test Method: EN 71-10 and -11:2005 for Table 2B Colourants

Test Result:

					Test No.	T002
					Material No.	M007-1
Test Parameter	CAS No.	Unit	RL	Regulatory Requirement	Result	
Disperse Blue 1	2475-45-8	mg/kg	10	10 (Action Limit)	< RL	
Disperse Blue 3	2475-46-9	mg/kg	10	10 (Action Limit)	< RL	
Disperse Blue 106	12223-01-7	mg/kg	10	10 (Action Limit)	< RL	
Disperse Blue 124	61951-51-7	mg/kg	10	10 (Action Limit)	< RL	
Disperse Orange 3	730-40-5	mg/kg	10	10 (Action Limit)	< RL	
Disperse Orange 37/76	12223-33-5/ 13301-61-6	mg/kg	10	10 (Action Limit)	< RL	
Disperse Yellow 3	2832-40-8	mg/kg	10	10 (Action Limit)	< RL	
Disperse Red 1	2872-52-8	mg/kg	10	10 (Action Limit)	< RL	
Solvent Yellow 1	60-09-3	mg/kg	10	10 (Action Limit)	< RL	
Solvent Yellow 2	60-11-7	mg/kg	10	10 (Action Limit)	< RL	
Solvent Yellow 3	97-56-3	mg/kg	10	10 (Action Limit)	< RL	
Basic Red 9	569-61-9	mg/kg	10	10 (Action Limit)	< RL	
Basic Violet 1	8004-87-3	mg/kg	10	10 (Action Limit)	< RL	
Basic Violet 3	548-62-9	mg/kg	10	10 (Action Limit)	< RL	
Acid Red 26	3761-53-3	mg/kg	10	10 (Action Limit)	< RL	
Acid Violet 49	1694-09-3	mg/kg	10	10 (Action Limit)	< RL	
Disperse Blue 35*	12222-75-2	mg/kg	10	10 (Action Limit)	< RL	

Abbreviation: < = less than
 RL = Reporting Limit
 mg/kg = milligram per kilogram
 NA = Not Applicable

Remark:

* According to the BfR-recommendations (Bundesinstitut für Risikobewertung), Disperse blue 35 is analysed additionally.

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3.EN 71-9:2005+A1:2007; EN 71-10 and -11:2005 Table 2C Primary Aromatic Amines

Test Method: EN 71-10 and -11:2005 for Table 2C Primary Aromatic Amines

Test Result:

					Test No.	T001
					Material No.	M007
Test Parameter	CAS No.	Unit	RL	Regulatory Requirement	Result	
Benzidine	92-87-5	mg/kg	1	5 (Action Limit)	< RL	
2-Naphthylamine	91-59-8	mg/kg	1	5 (Action Limit)	< RL	
4-Chloroaniline	106-47-8	mg/kg	1	5 (Action Limit)	< RL	
3,3'-Dichlorobenzidine	91-94-1	mg/kg	1	5 (Action Limit)	< RL	
3,3'-Dimethoxybenzidine	119-90-4	mg/kg	1	5 (Action Limit)	< RL	
3,3'-Dimethylbenzidine	119-93-7	mg/kg	1	5 (Action Limit)	< RL	
o-Toluidine	95-53-4	mg/kg	1	5 (Action Limit)	< RL	
2-Methoxyaniline (o-Anisidine)	90-04-0	mg/kg	1	5 (Action Limit)	< RL	
Aniline	62-53-3	mg/kg	1	5 (Action Limit)	< RL	

Abbreviation: < = less than
 RL = Reporting Limit
 mg/kg = milligram per kilogram
 NA = Not Applicable

4.EN 71-9:2005+A1:2007; EN 71-10 and -11:2005 Table 2H Preservatives (other than wood preservatives)

Test Method: EN 71-10 and -11:2005 for Table 2H Preservatives (other than wood preservatives)

Test result

					Test No.	T002
					Material No.	M007-1
Test Parameter	CAS No.	Unit	RL	Regulatory Requirement	Result	
Phenol	108-95-2	mg/kg	10	10 (Action Limit)	< RL	
1,2- Benzylisothiazolin- 3-one	2634-33-5	mg/kg	5	5 (Action Limit)	< RL	
2-Methyl -4-isothiazolin -3-one	2682-20-4	mg/kg	10	10	< RL	
5-Chloro -2-methyl -4-isothiazolin -3-one	26172-55-4	mg/kg	10	10	< RL	
5-Chloro- 2-methyl -4-isothiazolin -3-one + 2-Methyl- 4-isothiazolin - 3-one	Various	mg/kg	15	15	< RL	
Formaldehyde (free)	50-00-0	%	0.05	0.05	< RL	

Abbreviation: < = less than
 RL = Reporting Limit
 mg/kg = milligram per kilogram
 % = percentage
 NA = Not Applicable

5.Total Lead and Cadmium Content

Test Method: Acid digestion, analyzed by ICP-OES

Test result:

Test No.	Material No.	Test Parameter	Unit	RL	Test Result
T001	M005 + M006	Lead	mg/kg	10	< RL
		Cadmium	mg/kg	10	< RL

Abbreviation: < = less than
 RL = Reporting Limit
 mg/kg = milligram per kilogram
 1% = 10000 mg/kg

Remark:

- * Requirements for Cadmium content according to Annex XVII Entry 23 of Regulation (EC) No 1907/2006 (REACH) and its amendments
- Mixtures and articles produced from plastic material < 0.01 % (100 mg/kg)
 - Coated / painted articles < 0.1 % (1000 mg/kg)
 - Jewellery components < 0.01 % (100 mg/kg)
 - Paints and varnishes (excluding the applicable exemptions) < 0.01 % (100 mg/kg)

Swiss requirements for cadmium content according to the Switzerland Chemikalien-Risikoreduktions-Verordnung- ChemRRV, 814.81

- Mixtures and articles produced from plastic material < 0.01 % (100 mg/kg)
- Articles / objects treated with paints / coating with cadmium is prohibited
- Paints and varnishes < 0.01 % (100 mg/kg)

- ** Requirements for Lead content according to Annex XVII Entry 63 of Regulation (EC) No. 1907/2006 (REACH) and its amendments:
- Jewellery, imitation jewellery, hair accessories, bracelets, necklaces, rings, piercing jewellery, wrist watches, wrist-wear, brooches and cufflinks and parts used for jewellery-making < 0.05%
 - Articles supplied to the general public during normal or reasonably foreseeable conditions of use, be placed in the mouth by children < 0.05%. The limit shall not apply where it can be demonstrated that the rate of lead release from such an article or any such accessible part of an article, whether coated or uncoated, does not exceed 0,05 µg/cm² per hour (equivalent to 0,05 µg/g/h), and, for coated articles, that the coating is sufficient to ensure that this release rate is not exceeded for a period of at least two years of normal or reasonably foreseeable conditions of use of the article.

6. Phthalates content

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

Test Result:

Test Parameter	CAS NO	Test No.		T001
		Unit	RL	M005 + M006
Material No.				Result
Diethylhexyl phthalate (DEHP)	117-81-7	%	0.01	< RL
Dibutyl phthalate (DBP)	84-74-2	%	0.01	< RL
Benzylbutyl phthalate (BBP)	85-68-7	%	0.01	< RL
Diisobutyl phthalate (DIBP)	84-69-5	%	0.01	< RL
Sum (DEHP+DBP+BBP+DIBP)	-	%	0.01	<RL
Diisononyl phthalate (DINP)	28553-12-0, 68515-48-0	%	0.01	< RL
Diisodecyl phthalate (DIDP)	26761-40-0, 68515-49-1	%	0.01	< RL
Di-n-octyl phthalate (DNOP)	117-84-0	%	0.01	< RL
Sum (DINP+ DIDP+ DNOP)	--	%	0.01	<RL
Di-n-pentyl phthalate (DnPP)	131-18-0	%	0.01	< RL
Di-n-hexyl phthalate (DnHP)	84-75-3	%	0.01	< RL
Dicyclohexyl phthalate (DCHP)	84-61-7	%	0.01	< RL
Diisopentyl phthalate (DiPP)	605-50-5	%	0.01	< RL
n-Pentyl-isopentyl phthalate	776297-69-9	%	0.01	< RL
Di(methoxyethyl) phthalate (DMEP)	117-82-8	%	0.01	< RL
1,2-Benzenedicarboxylic acid, di-C6-8-branched alkyl esters, C7-rich (DIHP)	71888-89-6	%	0.01	< RL
1,2-Benzenedicarboxylic acid, di-C7-11-branched and linear alkyl esters (DHNUP)	68515-42-4	%	0.01	< RL
1,2-Benzenedicarboxylic acid, dipentylester, branched and linear	84777-06-0	%	0.01	< RL
1,2-Benzenedicarboxylic acid, dihexyl ester, branched and linear	68515-50-4	%	0.01	< RL
1,2-benzenedicarboxylic acid, di-C6-10-alkyl esters; 1,2-benzenedicarboxylic acid, mixed decyl and hexyl and octyl diesters with ≥ 0.3% of dihexyl phthalate (CAS No.: 84-75-3)	68515-51-5 68648-93-1	%	0.01	< RL
Conclusion: Customer's requirement				Pass

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

Remark:

- According to customer instruction, the maximum permissible limits of phthalates are as follows:

Parameter	Unit	Maximum Permissible Limit
Sum of Dibutyl phthalate (DBP), Benzylbutyl phthalate (BBP), Diethylhexyl phthalate (DEHP) and Diisobutyl phthalate (DIBP)	%	0.1
Sum of Di-n-octyl phthalate (DNOP), Diisodecyl phthalate (DIDP) and Diisononyl phthalate (DINP)	%	0.1
Di-n-pentyl phthalate (DnPP)	%	0.1
Di-n-hexyl phthalate (DnHP)	%	0.1
Dicyclohexyl phthalate (DCHP)	%	0.1
Diisopentyl phthalate (DiPP)	%	0.1
n-Pentyl-isopentyl phthalate	%	0.1
Di(methoxyethyl) phthalate (DMEP)	%	0.1
1,2-benzenedicarboxylic acid, di-C6-8-branched alkyl esters, C7-rich (DIHP)	%	0.1
1,2-Benzenedicarboxylic acid, di-C7-11 branched and linear alkyl ester (DHNUP)	%	0.1
1,2-Benzenedicarboxylic acid, dipentylester, branched and linear	%	0.1
1,2-Benzenedicarboxylic acid, dihexyl ester, branched and linear	%	0.1
1,2-benzenedicarboxylic acid, di-C6-10-alkyl esters; 1,2-benzenedicarboxylic acid, mixed decyl and hexyl and octyl diesters with $\geq 0.3\%$ of dihexyl phthalate	%	0.1

- Single component with an amount below reporting limit was not considered by the calculation of the sum.

7. Azo dyes content

Test Method: Method 1 - EN ISO 14362-1:2017 (Textiles) (Buffer extraction)
 Method 2 - EN ISO 14362-1:2017 (Textiles) (Xylene extraction)
 Method 3 - ISO 17234-1:202015 (Leather)
 Method 4 - EN ISO 14362-3:2017 (Textile, 4-aminoazobenzene confirmation)
 Method 5 - ISO 17234-2:2011 (Leather, 4-aminoazobenzene confirmation)

Test Results:

		Material No.			M007
		Test No.			T001-1
		Method No.			Method 1
		A22 Confirmation Method No.			4
ID	Test Parameter	CAS NO	Unit	RL	Result
A1	4-Aminobiphenyl	92-67-1	mg/kg	5	< RL
A2	Benzidine	92-87-5	mg/kg	5	< RL
A3	4-Chloro-o-toluidine	95-69-2	mg/kg	5	< RL
A4	2-Naphthylamine	91-59-8	mg/kg	5	< RL
A5*	o-Aminoazotoluene	97-56-3	mg/kg	5	< RL
A6*	5-nitro-o-toluidine / 2-Amino-4-nitrotoluene	99-55-8	mg/kg	5	< RL
A7	4-Chloroaniline	106-47-8	mg/kg	5	< RL
A8	4-methoxy-m-phenylenediamine / 2,4-Diaminoanisole	615-05-4	mg/kg	5	< RL
A9	4,4'-Diaminodiphenylmethane	101-77-9	mg/kg	5	< RL
A10	3,3'-Dichlorobenzidine	91-94-1	mg/kg	5	< RL
A11	3,3'-Dimethoxybenzidine	119-90-4	mg/kg	5	< RL
A12	3,3'-Dimethylbenzidine	119-93-7	mg/kg	5	< RL
A13	4,4'-methylenedi-o-toluidine / 3,3'-Dimethyl-4,4'-diaminodiphenylmethane	838-88-0	mg/kg	5	< RL
A14	p-Cresidine	120-71-8	mg/kg	5	< RL
A15	4,4'-Methylene-bis-(2-chloroaniline)	101-14-4	mg/kg	5	< RL
A16	4,4'-Oxydianiline	101-80-4	mg/kg	5	< RL
A17	4,4'-Thiodianiline	139-65-1	mg/kg	5	< RL
A18	o-Toluidine	95-53-4	mg/kg	5	< RL
A19	4-methyl-m-phenylenediamine / 2,4-Toluyldiamine	95-80-7	mg/kg	5	< RL
A20	2,4,5-Trimethylaniline	137-17-7	mg/kg	5	< RL
A21	O-Anisidine	90-04-0	mg/kg	5	< RL
A22	4-Aminoazobenzene	60-09-3	mg/kg	5	< RL
Conclusion -Azo dyes content according to Annex XVII Entry 43 of Regulation (EC) No 1907/2006 and its amendments					Pass

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

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Remark:

If the weight of the test material is less than 0.2g, the analysis is omitted.

Azo dyes content according to Annex XVII Entry 43 of Regulation (EC) No 1907/2006 and its amendments.

Azo dyes which, by reductive cleavage of one or more azo groups, may release one or more of A1-A22, in concentrations above 30 mg/kg (0.003 % by weight) in the articles or in the dyed parts thereof shall not be used, in textile and leather articles which may come into direct and prolonged contact with the human skin or oral cavity.

8. Biocides (Biological Active Products)

Test Method: Reference to ISO 13365:2011, acetonitrile extraction, LC-MS/MS analysis

Test result

Test No.	Material No.	Test Parameter	CAS No.	Unit	RL	Customer's Requirement	Test Result
T001	M007	Octhilinone (OIT)	26530-20-1	mg/kg	10	<RL	< RL
		4,5-Dichloro-2-octyl-3 (2H)- isothiazolone (DCOIT)	64359-81-5	mg/kg	10	<RL	< RL

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

Sample Photos



- END -

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

1. Scope

1.1 These General Terms and Conditions of Business of TÜV Rheinland in Greater China ("GTBCB") is made between the client and the provider of TÜV Rheinland in Greater China as applicable as the case may be ("TÜV Rheinland"). The Greater China here refers to the regions within the territories of China. The client hereby indicates:

(i) a natural person capable to form legally binding contracts under the applicable laws who concludes the contract for the purpose of the use of the services of TÜV Rheinland, or

(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 if 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 GTBCB 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 receipt requested by the client being carried out by TÜV Rheinland. If the client instructs TÜV Rheinland without receiving a quotation from TÜV Rheinland (quotation), TÜV Rheinland is, in its sole discretion, entitled to accept the order by giving written notice of such acceptance (including notice sent via electronic means) or by performing the requested services.

3.2 The contract term starts upon the coming into effect of the contract in accordance with article 3.1 and shall continue for the term agreed in the contract.

3.3 If the contract provides for an extension of the contract term, the contract term will be extended by the term provided for in the contract in writing by the other party with a three-month notice prior to the end of the contractual term.

4. Scope of services

4.1 The scope and type of the services to be provided by TÜV Rheinland shall be specified in the contractually agreed service scope of TÜV Rheinland by both parties. If no such separate service scope of TÜV Rheinland exists, then the written confirmation of order by TÜV Rheinland shall be decisive for the services to be provided. Unless otherwise agreed, services beyond the scope of the service description (e.g. checking of certificates, parts, products, installations, organizations not listed in the service description, as well as the intended use and application of such) are not covered. In particular, no responsibility is assumed for the design, selection of materials, construction or intended use of an examined part, product, process or plant, unless this is expressly stated in the order.

4.2 The agreed services shall be performed in compliance with the regulations in force at the time the contract is entered into.

4.3 TÜV Rheinland is entitled to determine, in its sole discretion, the method and nature of the assessment unless otherwise agreed in writing or if mandatory provisions require a specific procedure to be followed.

4.4 On execution of the work there shall be no simultaneous assumption of any guarantee of the correctness (proper quality) and working order of either tested or examined parts nor of the installation as a whole or its upstream and/or downstream processes, organizations, use and application in accordance with regulations, nor of the systems on which the installation is based. In particular, TÜV Rheinland shall assume no responsibility for the construction, selection of design, installation or maintenance of the installations examined, nor for their use and application in accordance with regulations, unless these questions are expressly covered by the contract.

4.5 In the case of inspection work, TÜV Rheinland shall not be responsible for the accuracy or checking of the safety programmes or safety regulations on which the inspections are based, unless otherwise expressly agreed in writing.

4.6 If mandatory legal regulations and standards or official requirements for the agreed service scope change after conclusion of the contract, with a written notice to the client, TÜV Rheinland shall be entitled to additional remuneration for resulting additional expenses.

4.7 The services to be provided by TÜV Rheinland under the contract are agreed exclusively with the client. A contract of third parties with the services of TÜV Rheinland, as well as making available of and justifying confidence in the work results (test reports and 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 part - 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 sign one or more contracts/agreements with a/more third party(ies) and establish legal relationships with those third party(ies) according to such contracts/agreements. TÜV Rheinland is not liable for the legal consequences of such contracts/agreements according to this contract and the direct services actually to be provided by our company in the service process. If the relevant services are not directly provided by TÜV Rheinland (including but not limited to any testing and certification services) to be provided by third parties, TÜV Rheinland will provide the client as agent for such relevant services. In order to achieve the purpose of the contract, the client hereby agrees that TÜV Rheinland can also subcontract to a third party the services and/or the responsibilities for the testing and certification services and/or risk for any services to be provided by any third parties (including but not limited to the testing and/or certification services to be entrusted and/or applied for by our company on behalf of the client to testing and/or certification bodies, agency services provided by any other third agents), etc. Besides, the client shall be liable in accordance with the relevant laws and regulations and/or the terms under the contract. If the client is required to comply with any annual renewal/surveillance of the installations and/or certification services and pay additional fees in accordance with the relevant laws and regulations or the testing and certification rules, such fees are not within the scope of the contract price, the client shall timely perform the obligation to pay the fees and/or to make the corresponding fees. If the client fails to perform such obligations of the annual renewal/surveillance or fees payment, it may lead to adverse consequences such as failure/suspension/cancellation/invalidity of testing and/or certification results, which shall be borne by the client.

4.9 For the service contract agreed in the contract, if the client requires TÜV Rheinland to deliver relevant test samples, data, etc. to any overseas laboratory or other places or sites to be designated by the client, TÜV Rheinland shall not take any responsibility for any problems during such delivery and the transportation process (including but not limited to any loss or damages of the samples and/or the materials, etc.). Besides, the relevant freight fees shall be borne by the client.

5. Performance 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 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 agreement 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 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.

5.6 If the client is obliged to comply with legal, officially prescribed and/or by the accreditor prescribed deadlines, in the form of public notices or public announcements by a reputable commercial bank in which enable the client to comply with the legal and/or officially prescribed deadlines, TÜV Rheinland assumes no responsibility in this respect unless TÜV Rheinland expressly agreed in writing specifically stating that ensuring the deadlines is the contractual obligation of TÜV Rheinland.

6. The client's obligation to cooperate

6.1 The client shall guarantee that all cooperation required on its part, its agents or third parties will be provided in good time and at no cost to TÜV Rheinland.

6.2 Design documents, supplies, auxiliary staff, etc. necessary for performance of the services shall be made available free of charge by the client. Moreover, collaborative action of the client must be undertaken in accordance with legal provisions, standards, safety regulations and accident prevention instructions. And the client represents and warrants that:

a) it has required statutory qualifications;

b) the product, service or management system to be certified complies with applicable laws and regulations; and

c) it doesn't have any legal and dishonest behaviours or is not included in the list of Enterprises with Serious Illegal and Dishonest Acts (People's Republic of China).

If the client breaches the aforesaid representations and warranties, TÜV Rheinland is entitled to immediately terminate the contract/order without prior notice; and ii) withdraw the issued testing reports/certificates if any.

6.3 The client shall bear any additional costs 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, the price shall be payable in cash at the time of performance 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 within 30 days of the invoice date without deduction on receipt of the invoice. No discounts and rebates shall be granted.

8.2 Payments shall be made to the bank account of TÜV Rheinland as indicated on the invoice, stating the invoice and client numbers.

8.3 In cases of default of payment, TÜV Rheinland shall be entitled to claim default interest at the applicable short term interest rate publicly announced by a reputable commercial bank in the country where TÜV Rheinland is located. At the same time, TÜV Rheinland reserves the right to claim further damages.

8.4 Should the client default in payment of the invoice despite being granted a reasonable grace period, TÜV Rheinland shall be entitled to cancel the contract, withdraw the certificate, claim damages for non-performance and refuse to continue performance of the contract.

8.5 The provisions set forth in article 8.4 shall also apply in cases involving returned cheques, cessation of payment, commencement of insolvency proceedings against the client's assets or cases in which the commencement of insolvency proceedings has been dismissed due to lack of assets.

8.6 Objections to the invoices of TÜV Rheinland shall be submitted in writing within two weeks of receipt of the invoice.

8.7 TÜV Rheinland shall be entitled to demand appropriate advance payments.

8.8 TÜV Rheinland shall be entitled to raise its fees at the beginning of a month if overheads and/or purchase costs have increased. In this case, TÜV Rheinland shall notify the client in writing of the rise in fees. This notification shall be issued one month prior to the date on which the rise in fees shall come into effect (period of notice of changes in fees). If the contract is terminated 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 rise in fees shall be deemed to have been agreed upon by the time of the expiry of the notice period.

8.9 Only legally established and undisputed claims may be offset against payments 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 past due 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 required or 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 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 place.

9.5 During the Follow-Up stage, 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 cancels or postpones a confirmed audit by TÜV Rheinland, TÜV Rheinland is, in its sole discretion, 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 claim the same damages in the event of damages in the form of a lump-sum compensation for expenses if the service is not called within one year after the order has been placed. The client reserves the right to prove that the TÜV Rheinland has incurred no damage whatsoever or only a considerably lower damage than the above mentioned lump sum.

10. Confidentiality

10.1 For the purpose of these terms and conditions, "confidential information" means all know-how, trade secrets, documents, images, drawings, expertise, information, data, test results, reports, samples, project documents, pricing and financial information, customer and supplier information, and marketing technology applied, including but not limited to, but not restricted to, know-how or otherwise disclosed by one Party (the "disclosing party") to the other Party (the "receiving party"), in writing or orally, in printed or electronic form. Confidential information is expressly not the data and know-how or otherwise disclosed by the disclosing party to the receiving party, or not and not proprietary to the client) with the scope of the provision of services by TÜV Rheinland. TÜV Rheinland is entitled to store, use, further develop and pass on the data obtained in connection with the provision of services for the purposes of developing new services, improving services and analysing the provision of services. 10.2 The disclosing party shall mark all confidential information disclosed in written form as confidential before passing it onto the receiving party. The same applies to confidential information transmitted by e-mail. If confidential information is disclosed orally, the receiving party shall be appropriately informed in advance and the disclosing party shall confirm in writing the confidentiality nature of the information within five working days of oral disclosure. Where the disclosing party does not do so within the time 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 to disclose confidential information. The disclosing party shall send any confidential information to company email of TÜV Rheinland employees through its company email. If the client suffers from any losses or damages due to any theft or leakage of the confidential information, the disclosing party shall not be liable for the resulting 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 during performance of the contract shall be confidential and 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 The client may not copy, distribute, publish or otherwise disclose 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, public bodies, accreditation bodies or third parties and/or to the media. If the client is required to do so, the disclosing party shall be notified in advance and the disclosing party shall be notified in advance and the disclosing party shall be notified in advance and the disclosing party shall be notified in advance.

10.5 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 fulfilment of the contract. The receiving party shall be obliged to ensure that these employees observe the same level of secrecy as set forth in this confidentiality clause.

10.6 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 any confidentiality obligations by the disclosing 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.

10.7 All confidential information shall remain the property of the disclosing party. The receiving party hereby agrees to immediately (i) return all confidential information, including all copies, to the disclosing party, and (ii) on request by the disclosing party, to destroy or delete all confidential information, including all copies, and to confirm the destruction of this confidential information to the disclosing party in writing, at any time if so requested by the disclosing party but at the latest and without special request after termination or expiry of the contract. This does not include reports and certificates issued for the client solely for the purpose of fulfilling the obligations under the contract, which shall remain with the client. However, TÜV Rheinland is entitled to make file copies of such reports, certificates and confidential information that forms the basis for preparing these reports and certificates in order to comply with the requirements of the contract and 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 maintain strict secrecy of all confidential information and shall not disclose this information to any third parties or use it for itself.

Copyrights and rights of use, publications

11.1 TÜV Rheinland shall retain all exclusive copyrights in the reports, expert reports/opinions, test reports/results, results, calculations, presentations etc. prepared by TÜV Rheinland, unless otherwise agreed by the parties in a separate agreement. As the owner of the copyrights, TÜV Rheinland is free to grant others the right to use the work results for individual or all types of use ("right of use").

11.2 The client grants to TÜV Rheinland a simple, unlimited, non-transferable, non-sublicensable right of use to the contents of the work results produced within the scope of the contract, unless otherwise agreed by the parties in a separate agreement. The client may only use such reports, expert reports/opinions, test reports/results, results, calculations, presentations etc. prepared within the scope of the contract for the contractually agreed purpose.

11.3 The transfer of right of use of the generated work results regulated in clause 11.2 of the GTBCB is subject to full payment of the remuneration for the work results by the client.

11.4 The client may use work results only complete and unshortened. The client may only pass on the work results in full unless TÜV Rheinland has given its prior written consent to the partial passing on of work results.

11.5 Any publication or duplication of the work results for advertising purposes or any further use of the work results beyond the scope regulated in clause 11.2, and any quotation of the introduction of TÜV Rheinland shall be limited to (i) in the case of a contract with a fixed overall fee, three times the overall fee for the entire contract; (ii) in the case of a contract for an annually recurring services, the agreed annual fee; (iii) in the case of a contract expressly charged on a time and material basis, a maximum of 20,000 Euro or equivalent amount in local currency; and (iv) in the case of a framework agreement that provides for the possibility of placing individual orders, three times of the fee for the individual order under which the damages or losses have occurred. Notwithstanding the above, the client may, in the event that the total and accumulated liability according to the foregoing provisions exceeds 25 Million Euro or equivalent amount in local currency, the total and accumulated liability of TÜV Rheinland shall be only limited to and shall not exceed the said 25 Million Euro or equivalent amount in local currency.

11.6 The limitation of liability according to clause 11.5 shall not apply to damages and/or losses caused by malice, intent or gross negligence on the part of TÜV Rheinland or its vicarious agents. Such limitation shall not apply to damages for a person's death, the contractual or direct consequences involving a fundamental breach of contract, TÜV Rheinland will be liable even where minor negligence is involved. For this purpose, a "fundamental breach" is a breach of a material contractual obligation, the performance of which permits the due performance of the contract. Any claim for damages for a fundamental breach of contract shall be limited to the amount of damages reasonably foreseen as a possible consequence of such breach of contract at the time of the breach (reasonably foreseeable damages), unless any of the circumstances described in article 12.2 applies.

11.7 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 or the contractual or vicarious personnel made available as regarded as vicarious agent of TÜV Rheinland. If TÜV Rheinland is not liable for the acts of the personnel made available by the client under the foregoing provision, the client shall indemnify TÜV Rheinland against any claims made by third parties arising from in connection with such personnel's acts.

11.8 Unless otherwise contractually agreed in writing, TÜV Rheinland shall only be liable under the contract for damages caused by intentional or gross negligence on the part of TÜV Rheinland.

11.9 The limitation periods for claims for damages shall be based on statutory provisions.

11.10 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 embargos 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

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 performing 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 that the client collected or processed by itself and transferred to TÜV Rheinland. For certain services, such as consultancy services, TÜV Rheinland may use and process the data in accordance with the relevant legal basis. If any personal data has been disclosed or transferred to any third party or any overseas party outside of the district in which the personal data was collected, the client 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 personal responsible or contract processor, please refer to the respective data protection information. You can contact the Group Data Protection Officer of TÜV Rheinland by e-mail at dataprotection@tuv.com or by post at the following address: TÜV Rheinland AG, c/o Group Data Protection Officer, Am Grauen Stein, 51106 Cologne, Germany.

15. Retention of test material and documentation

15.1 The test samples submitted by the client to TÜV Rheinland for testing will be scrapped following testing or will be returned to the client at the client's expense. The only exceptions are test samples, which are placed in storage on the basis of statutory regulations or of another agreement with the client.

15.2 Charges apply if the test samples are stored at the premises of TÜV Rheinland. The cost of placing a test sample into storage will be disclosed to the client in the quotation.

15.3 The client understands and agrees that TÜV Rheinland may be placed in storage at their premises, the relevant samples or documents must be made available to TÜV Rheinland upon request promptly and free of charge. If the client, in response to such a request, is incapable of making the samples or documents available for inspection, TÜV Rheinland may be placed in storage for material and pecuniary damage resulting from the respective testing and certification that is brought forward by the client against TÜV Rheinland shall be voided.

15.4 The client reserves the right to request the destruction of the test samples after the expiry of the test mark certificates or shall meet the applicable legal requirements for EU/EEC certificates of conformity and GS mark certificates.

15.5 The completed and dispatched 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 GTBCB, TÜV Rheinland and the client are entitled to terminate the contract in its entirety or, in the case of services, in one or more 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 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 without being bound by any liabilities and/or claims for relevant service fees, but only for services provided by TÜV Rheinland due to the termination date of the contract. The aforesaid good causes includes but not limited to the following:

a) the client does not fulfil its obligations to TÜV Rheinland; or

b) the client misuses the certificate or certification mark or uses it in violation of the contract; or

c) the event of several consecutive delays in the performance of the contract; or

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; or

e) in the event of any serious misrepresentation, be it by intentional fraud or grossly negligent behavior of the managers, employees or agents of the client;

f) if TÜV Rheinland, at its own expense beyond the control of TÜV Rheinland, is unable to continue or finalize the performance of the service, e.g. in case of force majeure, government interference, sanctions, loss of accreditation or notification, or other.

16.3 If the country/region in which the registered or other service project in the contract does not belong to the insurance coverage applicable to TÜV Rheinland, and TÜV Rheinland believes that there is a risk or some risks beyond its control to continue to perform the contract, TÜV Rheinland shall be entitled to terminate the contract with written notice to the client. If there is no damage or a considerably lower damage, TÜV Rheinland reserves the right to provide a considerably higher damage in individual cases.

16.4 TÜV Rheinland shall be 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: (a) that such impediment is beyond its reasonable control; and (b) that it could not reasonably have avoided or overcome the event; 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) under paragraph 1.1 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; (iii) strikes or other industrial action; (iv) act of terrorism, sabotage or piracy; (v) currency and trade restriction, embargo, sanction; (vi) act of authority whether lawful or unlawful, compliance with any law or governmental order; (vii) expropriation, seizure of works, requisition, nationalization; (viii) plague, epidemic, natural disaster or extreme natural event; (ix) explosion, fire, destruction of equipment, prolonged breakdown of transport, telecommunication, information system or energy; (x) general labor disturbance such as boycott, strike and lock-out; (xi) slow-occupation, strikes and promiss.

17.3 The Party successfully invoking this Clause is relieved from its duty to perform its obligations under the contract 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 involved is temporary, the above provisions shall apply only as long as the impediment involved impedes performance of the affected Party. Where the duration of the impediment involved has the effect of substantially depriving the contracting Parties of what they were reasonably entitled to expect under the contract, the affected Party has the right to terminate the contract by notification within a reasonable period to the other Party. Unless otherwise agreed, the Parties expressly agree that the contract may be terminated by either Party if the duration of the impediment exceeds 120 days.

18. Hardship

18.1 The Parties are bound to perform their contractual duties even if events have rendered performance more onerous than could reasonably have been anticipated at the time of the conclusion of the contract.

18.2 Notwithstanding paragraph 1.1 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 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 the law of the country in which the contract was concluded.

19.4 If TÜV Rheinland in question is legally registered and existing in the People's Republic of China, the contracting parties hereby agree that the contract and these terms and conditions shall be governed by the law of the People's Republic of China.

19.5 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.

19.6 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.

19.7 Any dispute in connection with the contract and these terms and conditions or the execution thereof shall be settled friendly through negotiations.

19.8 Unless otherwise stipulated in the contract, no mediation or no agreement in respect of the extension of the negotiation period can be reached within two months of the arising of the dispute, the dispute shall be submitted:

(a) in the case of TÜV Rheinland in question being legally registered and existing in the People's Republic of China, to China International Economic and Trade Arbitration Commission (CIETAC) to be settled by arbitration under the Arbitration Rules of CIETAC in force when the arbitration is submitted. The arbitration shall take place in Beijing, Shanghai, Shenzhen or Chongqing as appropriately chosen by the claiming party;

(b) in the case of TÜV Rheinland in question being legally registered and existing in Taiwan, to Chinese Arbitration Association (CAA) to be settled 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 in accordance with its then current 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.

19.9 The decision of the arbitration tribunal shall be final and binding on both parties. The arbitration fee shall be borne by the losing party.