TÜVRheinland®
Precisely Right.

Test Report No.: 170280489a 001

Client:	**WUHAN GREEN TREASURE INDUSTRY & TRADE CO., LTD** 2103 F Building, No.8 Hongtu Road, East-west Lake District, Wuhan, P. R. China
Test item(s):	PAPER BOWL, PET LID
Identification / Model No(s):	-
Sample Receiving date:	2021-07-28
Testing Period:	2021-08-09 - 2021-08-17

Test specification:

By client selected parameter(s) for the appointed materials (refer to page 2) to meet with the following regulations concerning materials in contact with foodstuff:

- Regulation (EC) No 1935/2004

Test conclusion:

PASS

Other Information:

Sales Destination: New Caledonia

Country of Origin: China

For and on behalf of TÜV Rheinland (Guangdong) Ltd.

2021-08-20	Brook Zheng / Assistant Project Manager
Date	*Name / Position*

Test result is drawn according to the kind and extent of tests performed.
This test report relates to the a. m. 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.

1. Sample List:

Sample No.	Material	Color	Location
1	Paper with PE film	White	Bowl
2	PET	Transparent	Lid

2. Overall Results:

Test No.	Tested Item	Conclusion
1.	Sensorial examination	Pass
2.	Extraction of Metals in Paper - ResAP	Pass
3.	Pentachlorophenol	Pass
4.	Extractive Formaldehyde in Paper	Pass
5.	Colourfastness	Pass
6.	Fastness of Optical Brighteners	Pass
7.	Diisopropylnaphthaline Content (DIPN)	Pass
8.	Determination of Transfer of Antimicrobial Constituents	Pass
9.	Extraction of Primary Aromatic Amines	Pass
10.	Global Migration	Pass
11.	Specific Migration of Metals	Pass
12.	Specific Migration of Terephthalic Acid	Pass
13.	Specific Migration of Ethyleneglycol	Pass
14.	Screening of Plasticizer	Pass

3. Results

3.1 Sensorial examination

Test method: It is examined to the extent of food simulant being used, which comes into contact with the product, undergoes detectable changes in taste and smell.

For this purpose, the food simulant was stored in the product under the below mentioned time and temperature. Afterwards, the food simulant was examined by an appropriate number of tasters with regard to any divergence in smell and taste. Another test sample, which was used as a reference, was treated by the same way except that it had no contact with the product to be tested.

Before testing, the product had been cleaned according to the product's instruction manual or in the absence of such manual, by normal household cleaning.

The test is carried out on the basis of ISO 13302 by paired comparison test:

Evaluation scheme:

0 = No discernible deviation

1 = Barely discernible deviation

2 = Weak deviation

3 = Clear deviation

4 = Strong deviation

Limit: 3 (failed)

The following food simulants and conditions were applied:

Food simulant	Test duration / Temperature
Water	2 hour(s) / 70 °C

Test No.:	1
Sample No.:	1
Parameter:	**Result**
Transfer of Smell:	1.0
Transfer of Taste:	1.0

Test No.:	2
Sample No.:	2
Parameter:	**Result**
Transfer of Smell:	1.0
Transfer of Taste:	1.0

3.2 Extraction of Metals in Paper - ResAP

Test method: Extraction acc. to EN 647:1994. Determination of heavy metals in extract via ICP-MS

Limit: Resolution AP (2002) 1 on Paper and board materials and articles intended to come into contact with foodstuffs

Test No.:	1		
Sample No.:	1		
Parameter	**Unit**	**Result**	**Limit**
Cadmium	mg/dm^2	< 0.002	0.002
Lead	mg/dm^2	< 0.003	0.003
Mercury	mg/dm^2	< 0.002	0.002

Abbreviations:

mg/dm^2 = Milligram per square decimeter

3.3 Pentachlorophenol

Test method: Ref. to 64 LFGB B82.02-8:2001

Limit: PCP: Resolution ResAP (2002) 1 on paper and board materials and articles intended to come into contact with foodstuffs

Test No.:	1			
Sample No.:	1			
Parameter	**Unit**	**RL**	**Result**	**Limit**
Pentachlorophenol (PCP)	mg/kg	0.1	n.d.	0.15

Abbreviations:

n.d. = Not detected (<Reporting Limit)

RL = Reporting Limit

mg/kg = Milligram per kilogram

3.4 Extractive Formaldehyde in Paper

Test method: Extraction acc. EN 647:1994. Determination acc. to EN 1541:2001

Limit: With reference to Commission Regulation (EU) No 10/2011

Test No.:	1		
Sample No.:	1		
Parameter	**Unit**	**Result**	**Limit**
Formaldehyde	mg/kg	< 2.0	15

Abbreviations:

mg/kg = Milligram per kilogram

< = Less than

3.5 Colourfastness (#)

Test method: EN 646: 2018 “Paper and board intended to come into contact with foodstuffs – Determination of colourfastness of dyed paper and board”.

Requirement: Resolution ResAP (2002) 1 on paper and board materials and articles intended to come into contact with foodstuffs

Test No.:	1	
Material No.:	1	
Parameter	**Unit**	**Result**
Procedure	-	B
Colour fastness to distilled water	Grade	5
Colour fastness to 3% acetic acid	Grade	5
Colour fastness to alkaline salt solution	Grade	5
Colour fastness to vegetable oil	Grade	5

Remark:

*1 Requirement according to “Resolution AP (2002) 1 on Paper and board materials and articles intended to come into contact with foodstuffs”: Paper and board used for all food contact applications should not transfer their constituents to foodstuffs which could endanger human health or bring about an unacceptable change in the composition of the foodstuffs or a deterioration in the organoleptic characteristics.

3.6 Fastness of Optical Brighteners (#)

Test method: With reference to EN 648:2018 “Paper and board intended to come into contact with food –Determination of the fastness of fluorescent whitened paper and board.”

Requirement: Resolution ResAP (2002) 1 on paper and board materials and articles intended to come into contact with foodstuffs.

Test No.:	1	
Material No.:	1	
Parameter	**Unit**	**Result**
Procedure	-	B
Fastness to distilled water	Grade	5
Fastness to 3% acetic acid	Grade	5
Fastness to alkaline salt solution	Grade	5
Fastness to vegetable oil	Grade	5

Remark:

*1 According to Resolution AP (2002) 1 on Paper and board materials and articles intended to come into contact with foodstuffs the evaluation of grade 5 according to EN 648 shall be reached. That is no migration of optical brighteners to the foodstuff.

3.7 Diisopropylnaphthaline Content (DIPN) (#)

Test method: DIN EN 14719:2005

Limit: With reference to BfR Recommendations on Food Contact Materials (formerly "Plastics Recommendations"), Part XXXVI "Paper and board for food contact"

Test No.:	1			
Sample No.:	1			
Parameter	**Unit**	**RL**	**Result**	**Limit**
Diisopropylnaphthaline	mg/kg	1	n.d.	30

Abbreviations:

n.d. = Not detected(<Reporting Limit)

RL = Reporting Limit

mg/kg = Milligram per kilogram

Remark:

*1 According to BfR recommendation part XXXVI "Paper and board for food contact", the DIPN content in paper and board must be as low as technically possible. A value of less than 30 mg/kg is generally accepted.

3.8 Determination of Transfer of Antimicrobial Constituents (#)

Test method: DIN EN 1104:2018: "Paper and board intended to come into contact with foodstuffs - Determination of transfer of antimicrobial constituents"

Limit: Resolution ResAP (2002) 1 on paper and board materials and articles intended to come into contact with foodstuffs

Test No.:	1	
Sample No.:	1	
Parameter	**Unit**	**Result**
Aspergillus niger, ATCC 6275		
Growth inhibition zone	mm	< 1
Growth	-	+
Bacillus subtilis, ATCC 6633		
Growth inhibition zone	mm	< 1
Growth	-	+

Abbreviations:

mm = Millimeter
\- = Not applicable
< = Less than
x = No growth
\+ = Growth
++ = Strong growth

Remark:

*1 According to "ResAP (2002) 1 on paper and board materials and articles intended to come into contact with foodstuffs" paper or board used for all food contact applications should not release substances which have an antimicrobial effect on food stuffs.

*2 An inhibition zone is proven if complete absence of germ growth in an area of at least 2 mm at the borders of the test specimens.

3.9 Extraction of Primary Aromatic Amines

Test method: Extraction according to EN 647:1994. Determination by LC-MS/MS.

Limit: Policy Statement Concerning Paper And Board Materials And Articles Intended To Come Into Contact With Foodstuffs

Test No.:	1			
Sample No.:	1			
Method:	EN 647			
Parameter	**Unit**	RL	**Result**	**Limit**
Sum of Primary Aromatic Amines	mg/kg	0.01	n.d.	n.d.

Abbreviations:

mg/kg = milligram per kilogramm
RL = Reporting Limit
n.d. = Not detected
< = Less than

Remark:

*1 All primary aromatic amines as comprised in table 1 are considered within the screening.

Table 1: Screening List of Primary Aromatic Amines			
Parameter	**CAS No.**	**Parameter**	**CAS No.**
2,4,5-Trimethylaniline	137-17-7	2,4-Dimethylaniline	95-68-1
2,4-Diaminoanisole	615-05-4	2-ethoxyaniline	94-70-2
2-Naphthylamine	91-59-8	3-Amino-4-methoxybenzanilide	120-35-4
3,3'-Dichlorobenzidine	91-94-1	3-Amino-4-methylbenzamide	19406-86-1
4,4'-methylene-bis-(2-chloro-aniline)	101-14-4	4,4'-Methylenebis-(3-cholor-2,6-diethylaniline)	106246-33-7
4,4'-methylenedianiline	101-77-9	4-aminobenzamide	2835-68-9
4,4'-oxydianiline	101-80-4	4-chloro-2,5-dimethoxyaniline	6358-64-1
4,4'-thiodianiline	139-65-1	4-Ethoxyaniline	156-43-4
4-aminoazobenzene	60-09-3	Benzoguanamine	91-76-9
4-aminobiphenyl	92-67-1	Dimethyl-2-aminoterephthalate	5372-81-6
4-chloro-o-toluidine	95-69-2	2-Chloroaniline	95-51-2
o-anisidine	90-04-0	5-Chloro-2-methoxyaniline	95-03-4
Benzidine	92-87-5	2-Nitroaniline	88-74-4
4-chloroaniline	106-47-8	1,3-Diiminoisoindoline	3468-11-9
o-aminoazotoluene	97-56-3	2-Chloro-4-nitroaniline	121-87-9
p-cresidine	120-71-8	2-Methoxy-4-nitroaniline	97-52-9
4,4'-bi-o-toluidine	119-93-7	4-Chloro-3-methoxyaniline	13726-14-2
2,4-toluenediamine	95-80-7	5-Amino-6-methyl-1,3-dihydro-2H-benzimidazol-2-one	67014-36-2
o-Toluidine	95-53-4	2-Aminonaphthalene-1-sulfonic acid	81-16-3
3,3'-Dimethoxybenzidine	119-90-4	4-Aminotoluene-3-sulfonic acid	88-44-8
4,4'-Methylene-di-o-toluidine	838-88-0	2,5-Dichloroaniline	95-82-9
m-Anisidine	536-90-3	2,4,5-Trichloroaniline	636-30-6
3-Chloroaniline	108-42-9	2,4-Dinitroaniline	97-02-09
o-phenylenediamine	95-54-5	Biphenyl-2-ylamine	90-41-5
p-phenylenediamine	106-50-3	2-Methyl-4-nitroaniline	99-52-5
m-phenylenediamine	108-45-2	1,5-naphthylenediamine	2243-62-1
2,6-toluenediamine	823-40-5	2,6-Dimethylaniline	87-62-7
p-toluidine	106-49-0	2-Methyl-5-nitroaniline	99-55-8
m-toluidine	108-44-1	5-Chloro-2-methylaniline	95-79-4
		Aniline	62-53-3

3.10 Global Migration

Test method: The migratory behaviour was examined with reference to Commission Regulation (EU) No. 10/2011 and its amendments.

Limit: Commission Regulation (EU) No 10/2011 and amendments.

The following food simulants and conditions were applied:

Food simulant	Test duration / Temperature
Acetic acid 3 %	2 hour(s) / 70 °C
Ethanol 95 %	2 hour(s) / 60 °C
Isooctane	0.5 hour(s) / 40 °C

Test No.:	1		
Sample No.:	1		
Migration ratio:	450 ml / article		
Parameter	**Unit**	**Result**	**Limit**
Acetic acid 3 %	mg/dm^2	< 2	10
Ethanol 95 %	mg/dm^2	< 2	10
Isooctane	mg/dm^2	< 2	10

Test No.:	2		
Sample No.:	2		
Migration ratio:	1000 ml / 6 dm^2		
Parameter	**Unit**	**Result**	**Limit**
Acetic acid 3 %	mg/dm^2	3	10
Ethanol 95 %	mg/dm^2	< 2	10
Isooctane	mg/dm^2	< 2	10

Abbreviations:

mg/dm^2 = Milligram per square decimetre

< = Less than

3.11 Specific Migration of Metals

Test method: The migratory behaviour was examined with reference to Commission Regulation (EU) No. 10/2011 and its amendments. Determination by ICP-MS.

Limit: Commission Regulation (EU) No 10/2011 and its amendments

The following food simulant and condition were applied:

Food simulant	Test duration / Temperature
Acetic acid 3 %	2 hour(s) / 70 °C

Test No.:	1			
Material No.:	1			
Migration ratio:	450 ml / article			
Parameter	**Unit**	**RL**	**Result**	**Limit**
Aluminium	mg/kg	0.1	n.d.	1
Antimony	mg/kg	0.01	n.d.	0.04
Arsenic	mg/kg	0.01	n.d.	n.d.
Barium	mg/kg	0.1	n.d.	1
Cadmium	mg/kg	0.002	n.d.	n.d.
Total Chromium	mg/kg	0.01	n.d.	n.d.
Cobalt	mg/kg	0.01	n.d.	0.05
Copper	mg/kg	0.5	n.d.	5
Iron	mg/kg	5	n.d.	48
Lead	mg/kg	0.01	n.d.	n.d.
Lithium	mg/kg	0.1	n.d.	0.6
Manganese	mg/kg	0.1	n.d.	0.6
Mercury	mg/kg	0.01	n.d.	n.d.
Nickel	mg/kg	0.01	n.d.	0.02
Zinc	mg/kg	1	n.d.	5
Europium	mg/kg	0.01	n.d.	-
Gadolinium	mg/kg	0.01	n.d.	-
Lanthanum	mg/kg	0.01	n.d.	-
Terbium	mg/kg	0.01	n.d.	-
Sum of Lanthanide substances	mg/kg	0.01	n.d.	0.05

Test No.:	2			
Material No.:	2			
Migration ratio:	1000 ml / 6 dm^2			
Parameter	**Unit**	**RL**	**Result**	**Limit**
Aluminium	mg/kg	0.1	n.d.	1
Antimony	mg/kg	0.01	n.d.	0.04
Arsenic	mg/kg	0.01	n.d.	n.d.
Barium	mg/kg	0.1	n.d.	1
Cadmium	mg/kg	0.002	n.d.	n.d.
Total Chromium	mg/kg	0.01	n.d.	n.d.
Cobalt	mg/kg	0.01	n.d.	0.05
Copper	mg/kg	0.5	n.d.	5
Iron	mg/kg	5	n.d.	48
Lead	mg/kg	0.01	n.d.	n.d.
Lithium	mg/kg	0.1	n.d.	0.6
Manganese	mg/kg	0.1	n.d.	0.6
Mercury	mg/kg	0.01	n.d.	n.d.
Nickel	mg/kg	0.01	n.d.	0.02
Zinc	mg/kg	1	n.d.	5
Europium	mg/kg	0.01	n.d.	-
Gadolinium	mg/kg	0.01	n.d.	-
Lanthanum	mg/kg	0.01	n.d.	-
Terbium	mg/kg	0.01	n.d.	-
Sum of Lanthanide substances	mg/kg	0.01	n.d.	0.05

Abbreviations:

RL = Reporting limit

n.d. = Not detected

mg/kg = Milligram per kilogram

< = Less than

Remark:

*1 Single component with an amount below reporting limit was not considered by the calculation of the sum. In the case of all lanthanide substances europium, gadolinium, lanthanum and terbium were not detected, the result is stated n.d.

3.12 Specific Migration of Terephthalic Acid

Test method: The migratory behavior was examined with reference to Commission Regulation (EU) No. 10/2011 and its amendments. Determination with ref. to EN 13130-2:2004.

Limit: Commission Regulation (EU) No 10/2011 and its amendments

The following food simulant and condition were applied:

Food simulant	Test duration / Temperature
Acetic acid 3 %	2 hour(s) / 70 °C

Test No.:	1				
Sample No.:	2				
Migration ratio:	1000 ml / 6 dm^2				
Parameter	**CAS No.**	**Unit**	**RL**	**Result**	**Limit**
Terephthalic Acid	100-21-0	mg/kg	1.0	n.d.	7.5

Abbreviations:

RL = Reporting limit
n.d. = Not detected
mg/kg = Milligram per kilogram
< = Less than

3.13 Specific Migration of Ethyleneglycol (#)

Test method: The migratory behavior was examined with reference to Commission Regulation (EU) No. 10/2011 and its amendments. Determination with ref. to EN 13130-7:2004.

Limit: Commission Regulation (EU) No 10/2011 and its amendments

The following food simulant and condition were applied:

Food simulant	Test duration / Temperature
Ethanol 95 %	2 hour(s) / 60 °C

Test No.:			1		
Sample No.:			2		
Migration ratio:			1000 ml / 6 dm^2		
Parameter	**CAS No.**	**Unit**	**RL**	**Result**	**Limit**
Ethyleneglycol	107-21-1	mg/kg	5	n.d.	30

Abbreviations:

RL = Reporting limit
n.d. = Not detected
mg/kg = Milligram per kilogram
< = Less than

3.14 Screening of Plasticizer (#)

Test method: Extraction and Detection with reference to CPSC-CH-C1001-09.3. Screening list of plasticizers acc. to table 1.

Limit: Commission Regulation (EU) No 10/2011 and amendments

Test No.:	1				
Sample No.:	1				
Parameter	**CAS No.**	**Unit**	**RL**	**Result**	**Limit (1, 2)**
Benzylbutyl phthalate (BBP)	85-68-7	%	0.01	n.d.	0.1
Diethylhexyl phthalate (DEHP)	117-81-7	%	0.01	n.d.	0.1
Dibutyl phthalate (DBP)	84-74-2	%	0.01	n.d.	0.05
Diisononyl phthalate (DINP)	28553-12-0, 68515-48-0	%	0.01	n.d.	0.1
Diisodecyl phthalate (DIDP)	26761-40-0, 68515-49-1	%	0.01	n.d.	0.1

Abbreviations:

n.d. = Not detected (<Reporting Limit)

RL = Reporting Limit

% = Percentage

Remark:

*1 If used as a plasticizer the following restrictions apply:

- BBP, DINP, DIDP: Can be used as a) as a plasticizer in repeated use materials and articles or b) as a plasticizer in single-use materials and articles containing non-fatty foods except for infant formulae and follow-on formulae as defined by Directive 2006/141/EC or processed cereal-based foods and baby foods for infants and young children as defined by Directive 2006/125/EC
- DEHP, DBP: Can be used as a plasticizer in repeated use materials and articles contacting non-fatty foods

Further limitations concerning the specific migration of the respective substance still apply.

*2 If used as a technical support agent the total content limitation of the respective substance within the final product apply as indicated in the table above.

Table 1: Screening List of Plasticizer	
Plasticizer Name	**CAS No.**
Di-n-pentylphthalat (DnPP)	131-18-0
Benzylbutyl phthalate (BBP)	85-68-7
Diethylhexyl phthalate (DEHP)	117-81-7
Dibutyl phthalate (DBP)	84-74-2
Diisononyl phthalate (DINP)	28553-12-0, 68515-48-0
Diisodecyl phthalate (DIDP)	26761-40-0, 68515-49-1
Di-n-octylphthalat (DNOP)	117-84-0
Dimethylphthalat (DMP)	131-11-3
Diethylphthalat (DEP)	84-66-2
Butyl-i-butylphthalat	17851-53-5
Trimethylpentandiolisobutyrat (TXIB)	6846-50-0
Diisononyladipat (DINA)	33703-08-1
Acetyltributylcitrat (ATBC)	77-90-7
Diethylhexyladipat (DEHA)	103-23-1
Hexamoll®	166412-78-8
Mesamoll®	91082-17-6
Triphenylphosphat	115-86-6
Tri-o-kresylphosphat	78-30-8
Tri-m-kresylphosphat	563-04-2
Tri-p-kresylphosphat	78-32-0
Butylbenzoat	136-60-7
Di(propylen glycol) dibenzoat, DPGDB	27138-31-4
Di(ethylen glycol) dibenzoat, DEGDB	120-55-8
LG FLEX EBN	610787-77-4
LG FLEX BET	610787-76-3
Tri(ethylhexyl)trimellitat, TOTM	3319-31-1
2-Ethylhexyldiphenylphosphat	1241-94-7
Di-iso-heptylphthalat, DIHeP	90937-19-2, 71888-89-6

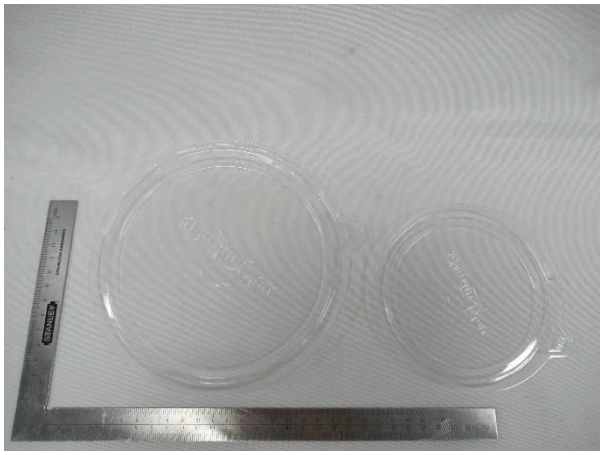
Plasticizer Name	**CAS No.**
Pentyl-iso-pentylphthalat	84777-06-0
Bis-(2-methoxyethyl)phthalat	117-82-8
Diethylhexylterephthalat (DEHT)	6422-86-2
Di-(2-butoxyethyl)phthalat	117-83-9
Diallylphthalat	131-17-9
Dicyclohexylphthalat (DCP)	84-61-7
Bis-(3,5,5-trimethylhexyl)phthalat	14103-61-8
Dicapryladipat	108-63-4
Di-n-butylmaleat (DBM)	1190-39-2, 105-76-0
Di-(2-ethylhexyl)maleat	142-16-5
Butylstearat	123-95-5
Dimethyladipat	627-93-0
Dibutyladipat	105-99-7
Diisodecyladipat	27178-16-1, 27193-86-8
Di(2-(2-butoxyethoxy)ethyl)adipat	141-17-3
Bis(2-butoxyethyl)adipat	141-18-4
Stearylstearat	2778-96-3
Di-n-propylphthalat	131-16-8
Di-n-hexylphthalat, DNHP	84-75-3
Di-n-heptylphthalat	3648-21-3
Di-n-nonylphthalat, DnNP	84-76-4
Di-n-decylphthalat	84-77-5
Di-n-undecylphthalat	91082-17-6
Diisoundecylphthalat, DIUP	96507-86-7
Di(2-propylheptyl)phthalat, DPHP	53306-54-0
Diisooctylphthalat, DIOP	27554-26-3
Diisobutylphthalat, DIBP	84-69-5
Diisopentylphthalat DiPP	605-50-5

"#" indicates that the test is sub-contracted to a laboratory which complies with the requirement of ISO/IEC 17025:2017.

4. Sample picture(s):



Sample No. 1



Sample No. 2



Product

- END -

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

Scope

1.1 These General Terms and Conditions of Business of TUV Rheinland in Greater China is made between the client and one or more member entities of TUV Rheinland in Greater China as applicable as the case may be ("TÜV Rheinland").

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.

2. Quotations

Unless otherwise agreed, all quotations submitted by TÜV Rheinland can be changed by TÜV Rheinland without notice prior to its acceptance and confirmation by the other party.

3. Coming into effect and duration of contracts

3.1 The contract shall come into effect for the agreed terms upon the quotation letter of TÜV Rheinland or a separate contractual document being signed by both contracting parties, or upon the works requested by the client being carried out by TÜV Rheinland. If the client instructs TÜV Rheinland without receiving a quotation from TÜV Rheinland (quotation), TÜV Rheinland is, in its sole discretion, entitled to accept the order by giving written notice of such acceptance (including notice sent via electronic means) or by performing the requested services.

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

3.3 If the contract provides for an extension of the contract term, the contract term will be extended by the term provided for in the contract unless terminated in writing by either party with a six-week notice prior to the end of the contractual term.

4. Scope of services

4.1 The scope of the services shall be decided solely by a unanimous declaration issued by both parties. If no such declaration exists, then the written confirmation of order by TÜV Rheinland shall be decisive.

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

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

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

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

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 approval by the client, to all extensions of agreed periods/dates of performance not caused by 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.

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. Invoicing of work

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 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 customer numbers.

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

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

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

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

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

8.8 TÜV Rheinland shall be entitled to raise its fees at the beginning of a month if overheads and/or purchase costs have increased. In this case, TÜV Rheinland shall notify the client in writing of the rise in fees. This notification shall be issued one month 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.

9. Acceptance

9.1 Any part of the work 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 the client fails to fulfil its acceptance obligation immediately, acceptance shall be deemed to have taken place 4 calendar weeks after completion of the work provided that TÜV Rheinland has specifically made the client aware of the aforementioned deadline upon completion of the work.

10. Confidentiality

10.1 For the purpose of these terms and conditions, "confidential information" means all information, documents, images, drawings, know-how, data, samples and project documentation which one party (the "disclosing party") hands over, transfers or otherwise discloses to the other party (the "receiving party"). Confidential information also includes paper copies and electronic copies of such information.

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 cconfirm in writing the confidentiality nature of the information within five working days of oral disclosure. Where the disclosing party fails to do so within the stipulated period, the receiving party shall not take any confidentiality obligations hereunder towards such information.

10.3 All confidential information which the disclosing party transmits or otherwise discloses to the receiving party during performance of work by TÜV Rheinland:

a) may only be used by the receiving party for the purposes of performing the contract, unless expressly otherwise agreed in writing by the disclosing party;

b) may not be copied, distributed, published or otherwise disclosed by the receiving party, unless this is necessary for fulfilling the purpose of the contract or TÜV Rheinland is required to pass on confidential information, inspection reports or documentation to the government authorities, judicial court, accreditation bodies or third parties that are involved in the performance of the contract;

c) must be treated by the receiving party with the same level of confidentiality as the receiving party uses to protect its own confidential information, but never with a lesser level of confidentiality than that which is reasonably required.

10.4 The receiving party may disclose any confidential information received from the disclosing party only to those of its employees who need this information to perform the services required for the contract. The receiving party undertakes to oblige these employees to observe the same level of secrecy as set forth in this confidentiality clause.

10.5 Information for which the receiving party can furnish proof that:

a) it was generally known at the time of disclosure or has become general knowledge without violation of this confidentiality clause by the receiving party; or

b) it was disclosed to the receiving party by a third party entitled to disclose this information; or

c) the receiving party already possessed this information prior to disclosure by the disclosing party; or

d) the receiving party developed it itself, irrespective of disclosure by the disclosing party, shall not be deemed to constitute "confidential information" as defined in this confidentiality clause.

10.6 All confidential information shall remain the property of the disclosing party. The receiving party hereby agrees to immediately (i) return all confidential information, including all copies, to the disclosing party, and/or (ii) on request by the disclosing party, to destroy all confidential information, including all copies, and confirm the destruction of this confidential information to the disclosing party in writing, at any time if so requested by the disclosing party but at the latest and without special request after termination or expiry of the contract. This does not extend to include reports and certificates prepared for the client solely for the purpose of fulfilling the obligations under the contract, which shall remain with the client. However, TÜV Rheinland is entitled to make file copies of such reports, certificates and confidential information that forms the basis for preparing these reports and certificates in order to evidence the correctness of its results and for general documentation purposes required by laws, regulations and the requirements of working procedures of TÜV Rheinland.

10.7 From the start of the contract and for a period of three years after termination or expiry of the contract, the receiving party shall maintain strict secrecy of all confidential information and shall not disclose this information to any third parties or use it for itself.

11. Copyrights

11.1 TÜV Rheinland shall retain all exclusive copyrights in the expert reports, test results, calculations, presentations etc. prepared by TÜV Rheinland.

11.2 The client may only use such expert reports, test results, calculations, presentations etc. prepared within the scope of the contract for the contractually agreed purpose.

11.3 The client may use test reports, test results, expert reports, etc. only complete and unshortened. Any publication or duplication for advertising purposes needs the prior written approval of TÜV Rheinland.

12. Liability of TÜV Rheinland

12.1. Irrespective of the legal basis, in the event of a breach of contractual obligations or tort, the liability of TÜV Rheinland for all damages, losses and reimbursement of expenses caused by TÜV Rheinland, its legal representatives and/or employees shall be limited to: (i) in the case of a contract with a fixed overall fee, three times the overall fee for the entire contract; (ii) in the case of a contract for annually recurring services, the agreed annual fee; (iii) in the case of a contract expressly charged on a time and material basis, a maximum of 20,000 Euro or equivalent amount in local currency; and (iv) in the case of a framework agreement that provides for the possibility of placing individual orders, three times of the fee for the individual order under which the damages or losses have occurred. Notwithstanding the above, in the event that the total and accumulated liability calculated according to the foregoing provisions exceeds 2.5 Million Euro or equivalent amount in local currency, the total and accumulated liability of TÜV Rheinland shall be only limited to and shall not exceed the said 2.5 Million Euro or equivalent amount in local currency.

12.2 The limitation of liability according to article 12.1 above shall not apply to damages and/or losses caused by malice, intent or gross negligence on the part of TÜV Rheinland or its vicarious agents. Such limitation shall not apply to damages for a person's death, physical injury or illness.

12.3 In cases involving a fundamental breach of contract, TÜV Rheinland will be liable even where minor negligence is involved. For this purpose, a "fundamental breach" is breach of a material contractual obligation, the performance of which permits the due performance of the contract. Any claim for damages for a fundamental breach of contract shall be limited to the amount of damages reasonably foreseen as a possible consequence of such breach of contract at the time of the breach (reasonably foreseeable damages), unless any of the circumstances described in article 12.2 applies.

12.4 TÜV Rheinland shall not be liable for the acts of the personnel made available by the client to support TÜV Rheinland in the performance of 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 The limitation periods for claims for damages shall be based on statutory provisions.

12.6 None of the provisions of this article 12 changes the burden of proof to the disadvantage of the client.

13. Partial invalidity, written form, place of jurisdiction and dispute resolution

13.1 All amendments and supplements must be in writing in order to be effective. This also applies to amendments and supplements to this clause 13.1.

13.2 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.

13.3 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.

13.4 Any dispute in connection with the contract and these terms and conditions or the execution thereof shall be settled friendly through negotiations.
Unless otherwise stipulated in the contract, if no settlement or no agreement in respect of the extension of the negotiation period can be reached within two months of the arising of the dispute, the dispute shall be submitted:

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

b) in the case of TÜV Rheinland in question being legally registered and existing in Taiwan, to Chinese Arbitration Association Taipei Branch to be arbitrated in accordance with its then current Rules of Arbitration. The arbitration shall take place in Taipei.

c) in the case of TÜV Rheinland being legally registered and existing in Hong Kong, to Hong Kong International Arbitration Centre (HKIAC) to be settled by arbitration under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted in accordance with these rules. The arbitration shall take place in Hong Kong.
The decision of the relevant arbitration tribunal shall be final and binding on both parties. The arbitration fee shall be borne by the losing party.