

Test Report No.: 244268240a 001

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Client:

Buyer's name: Capventure BV

Manufacturer's name: n.a.

Test item(s): BAMBOO FIBER WARE

Identification / Model No(s): CS01-BF20406A (1400103)/ PO#202040021

Sample obtaining method: Sending by customer

Sample Receiving date: 2020-09-22

Testing Period: 2020-09-22 to 2020-09-30

Test specification:

Selected test(s) by client:

- Specific Migration of Formaldehyde(1) (Articles within the Scope of (EU) No 284/2011)	PASS
- Specific Migration of 2,4,6-Triamino-1,3,5-triazine	PASS
- Specific Migration of Primary Aromatic Amines from Plastic	PASS

Test conclusion:**Other Information:**

Country of Origin: China

Country of Destination: Europe

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




2020-10-12

Date

Amy Zhao / Technical Manager

Name / Position

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

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Indication: Food contact
Product: Commodity, contact with foodstuff

Description of test specimen

Item
1 BAMBOO FIBER WARE

1. Material List:

Sample No.	Material	Color	Location
1	Plastic, Bamboo fibre melamine	Orange	Cup

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2. Overall Results:

Test No.	Tested Item	Conclusion
1	Specific Migration of Formaldehyde(1) (Articles within the Scope of (EU) No 284/2011)	Pass
2	Specific Migration of 2,4,6-Triamino-1,3,5-triazine	Pass
3	Specific Migration of Primary Aromatic Amines from Plastic	Pass

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3. Results

3.1 Specific Migration of Formaldehyde⁽¹⁾ (Articles within the Scope of (EU) No 284/2011)

Test method: The migratory behaviour is examined with reference to Chapter V, Article 18 of Commission Regulation 10/2011 and its amendments. Presence of Formaldehyde is detected according to EN 13130-23.

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

The following food simulant and condition was applied:

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

Results 3rd Migration:

Test No.:	1			
Sample No.:	1			
Migration ratio	400 ml / 2.4 dm ²			
Parameter	CAS No.	Unit	Result ⁽²⁾	Limit
Formaldehyde	50-00-0	mg/kg	< 3	15

Abbreviations:

mg/kg = Milligram per kilogram

< = Less than

Remark:

*1 Including HMTA expressed as Formaldehyde

*2 The Formaldehyde migration was carried out on three articles, only the highest result for all migration tests is reported.

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3.2 Specific Migration of 2,4,6-Triamino-1,3,5-triazine

Test method: The migratory behaviour is examined with reference to Chapter V, Article 18 of Commission Regulation 10/2011 and its amendments. Presence of 2,4,6-Triamino-1,3,5-triazine is detected according to EN 13130-27.

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

The following food simulant and condition was applied:

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

Results 3rd Migration:

Test No.:	1			
Sample No.:	1			
Migration ratio	400 ml / 2.4 dm ²			
Parameter	CAS No.	Unit	Result	Limit
2,4,6-Triamino-1,3,5-triazine	108-78-1	mg/kg	< 0.05	2.5

Abbreviations:

mg/kg = Milligram per kilogramm

< = Less than

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3.3 Specific Migration of Primary Aromatic Amines from Plastic

Test method: The migratory behaviour is examined with reference to Chapter V, Article 18 of Commission Regulation 10/2011 and its amendments. Presence of Primary Aromatic Amines is detected by means of LC-MS/MS.

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

The following food simulant and condition was applied:

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

Test No.:	1		
Sample No.:	1		
Migration ratio	400 ml / 2.4 dm ²		
Parameter	Unit	Result	Limit
Primary Aromatic Amines	mg/kg	< 0.01	n.d. (<0.01)

Abbreviations:

mg/kg = milligram per kilogramm

n.d. = Not detected

< = Less than

Remark:

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

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-chloro-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	97-02-9
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

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4. Sample picture(s):



Item 1 / Sample 1

- END -

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

1. Scope

- 1.1 These General Terms and Conditions of Business of TÜV Rheinland in Greater China ("GTBC") are made between the client and one or more member entities of TÜV Rheinland in Greater China as applicable on the case may be ("TÜV Rheinland"). The Greater China hereinafter refers to Mainland China, Hong Kong and Taiwan. The client hereby declares:
(a) that the contract is to be formed by binding contracts under the applicable law, which concludes the contract not for the purpose of a daily use;
(b) that the client is an incorporated or unincorporated entity duly organized, validly existing and capable of forming legally binding contracts under the applicable law.
- 1.2 The following terms and conditions apply to agreed services including consulting services, information services and similar services as well as ancillary services and other secondary obligations provided within the scope of contract performance.
- 1.3 Any standards or conditions of the client if of any nature shall not apply and shall hereby be expressly excluded. No standard and 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 negotiation or relationship with the client, the GTBC shall also apply to future contracts with the client without TÜV Rheinland having to refer to them separately in each individual case.

2. Quotations

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

3. Coming into effect and duration of contracts

- 3.1 The contract shall come into effect for the agreed terms upon the quotation letter of TÜV Rheinland or a separate contractual document being signed by both contracting parties, or upon the works requested by the client being carried out by TÜV Rheinland. If the client instructs TÜV Rheinland without requesting 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 terminates 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 period provided for in the contract unless hereinafter stated in writing by either party with a six-week notice prior to the end of the contractual term.

4. Scope of services

- 4.1 The scope and type of the services to be provided by TÜV Rheinland shall be specified in the contractually agreed service scope of TÜV Rheinland by both parties. If no such separate service scope of TÜV Rheinland exists, then the written confirmation of order by TÜV Rheinland shall be decisive for the services to be provided.
- 4.2 The agreed services shall be performed in compliance with the regulations in force at the time the contract is entered into.
- 4.3 TÜV Rheinland is entitled to determine, in its sole discretion, the method and nature of the assessment unless otherwise agreed in writing or if mandatory provision requires 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 (quantity, quality) and working order of either tests or examination parts nor of the installation as a whole, including, but not limited to, equipment, 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 materials and assembly of installations examined, nor for their use and application in accordance with regulations, unless these questions are expressly covered by the contract.
- 4.5 In the case of inspection work, TÜV Rheinland shall not be responsible for the accuracy or checking of the safety programmes or safety regulations on which the inspections are based, unless otherwise expressly agreed in writing.
- 4.6 Mandatory legal regulations and standards or official requirements for the agreed service scope apply after conclusion of the contract, with a uniform notice to the client. TÜV Rheinland shall be entitled to additional remuneration for resulting additional expenses.
- 4.7 The services to be provided by TÜV Rheinland under the contract are agreed exclusively with the client. A contract of third parties with the services of TÜV Rheinland, as well as making available of and justifying confidence in the work results (test reports, test results, expert reports, etc.) is not part of the agreed service scope. This also applies if the client passes on work results - in full or in extracts - to third parties in accordance with clause 11.4.

5. Performance period/dates

- 5.1 The contractually agreed period/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 such conditions 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 a required document to TÜV Rheinland.
- 5.3 Articles 5.1 and 5.2 also apply, even without express approval by the client, in 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 its obligation to cooperate in accordance with clause 6.1 or has not done so on time and in particular, has not provided TÜV Rheinland with all documents and information required for the performance of the services as specified in the contract.
- 5.5 If the performance of TÜV Rheinland is delayed due to unforeseeable circumstances such as force majeure, strikes, business disruptions, governmental regulations, transport obstacles, etc., TÜV Rheinland is entitled to postpone performance for a reasonable period of time which corresponds at least to the duration of the hindrance plus any time period which may be required to resume performance.

6. The client's obligation to cooperate

- 6.1 The client shall guarantee that all cooperation required on its part (by 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 other client-provided instructions. And the client represents and warrants that:
(a) it has relevant statutory qualifications;
(b) the product, service or management system to be certified complies with applicable laws and regulations; and
(c) it does not have any illegal and dishonest behaviours or is not included in the list of Disreputable and Sanctioned Companies of People's Republic of China.
If the client breaches the above-mentioned representations and warranties, TÜV Rheinland is entitled to: (i) immediately terminate the contract order without prior notice; and (ii) withdraw the issued fitness reports/certificates if any.
- 6.3 The client shall bear any additional cost incurred on account of work being delayed or postponed or even if 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 expenses.

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 contractually instructed. 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 exceeds 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 payment on account or in instalments.

8. Payment terms

- 8.1 All payments are made in full before payment without deduction or 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, along with the invoice and client numbers.
- 8.3 In cases of default of payment, TÜV Rheinland shall be entitled to claim default interest at the applicable short term loan interest rate publicly announced by a reputable commercial bank in the country where TÜV Rheinland is located. At the same time, TÜV Rheinland reserves the right to claim further damages.
- 8.4 Should the client default in payment of the invoice despite being granted a reasonable grace period, TÜV Rheinland shall be entitled to cancel the contract, withdraw the certificate, claim damages for non-performance and refuse to continue performance of the contract.
- 8.5 The provisions set forth in article 8.4 shall also apply in cases involving retained cheques, cessation of payment, commencement of insolvency proceedings against the client's assets, or cases in which the commencement of insolvency proceedings has been deemed 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 fee increase. This notification shall be issued on month prior to the date on which the fee increase shall come into effect (period of notice of changes in fees). If the rise in fees exceeds under 5% per contractual year, the client shall not have the right to terminate the contract. If the rise in fees exceeds 5% per contractual year, the client shall be entitled to terminate the contract by the end of the period of notice of changes in fees. If the contract is not terminated, the changed fees shall be deemed to have been agreed upon by the time of the expiry of the notice period.
- 8.9 Only legally established and undisputed claims may be offset against claims by TÜV Rheinland.

9. Acceptance of work

- 9.1 Any part of the work result ordered which is complete in itself may be presented by TÜV Rheinland for acceptance as an instalment. The client shall be obliged to accept it immediately.
- 9.2 If acceptance is required or contractually agreed in an individual case, this shall be deemed to have taken place (2) weeks after completion and handover of the work, unless the client releases acceptance within this period subject to a clear 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 concluded according to the nature of the work performance of TÜV Rheinland, the completion of the work shall take place.
- 9.5 If the client was unable to make use of the time windows provided for within the scope of a contract, TÜV Rheinland is entitled to suspend the contract and the certificate is therefore to be withdrawn (e.g. performance of surveillance on-site). TÜV Rheinland is entitled to immediately charge a lump-sum compensation of 10% of the order amount as compensation for expenses. The client may waive this right to prove that the TÜV Rheinland has incurred no damage whatsoever or only a considerably lower damage than the above mentioned lump sum.
- 9.6 Insofar as the client has undertaken in the contract to accept services, TÜV Rheinland shall also be entitled to charge lump-sum damages in the amount of 10% of the order amount as compensation for expenses if the services are not called within one year after the order has been placed. The client reserves its right to prove that the TÜV Rheinland has incurred no damage whatsoever or only a considerably lower damage than the above mentioned lump sum.

10. Confidentiality

- 10.1 For the purpose of these terms and conditions, "confidential information" means all information, documents, images, drawings, know-how, data, samples and project documentation which are not publicly accessible (including any) hands over, transferred or otherwise disclosed to the other party (the "receiving party") and the confidentiality information created during performance of work by TÜV Rheinland, including product testing data, defect conformity, in the technical standard and related reports. Confidential information also includes paper copies and electronic copies of such information. Confidential information is expressly not the data and know-how collected, compiled or otherwise obtained by TÜV Rheinland (non-personally) within the scope of the provision of services by TÜV Rheinland. TÜV Rheinland is entitled to store, further develop and pass on the data obtained in connection with the provision of services for the purposes of developing new services or 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 on to the receiving party. The same applies to confidential information transmitted by e-mail. If confidential information is disclosed orally, the receiving party shall be appropriately informed in advance and the disclosing party shall confirm in writing the confidentiality nature of the information within five working days of oral disclosure. Where the disclosing party fails to do so within the stipulated period, the receiving party shall not take any confidentiality obligations towards such information.
- 10.3 All confidential information which the disclosing party transmits or otherwise discloses to the receiving party and which is created during performance of work by TÜV Rheinland, 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.
(a) It may not be copied, distributed, published or otherwise disclosed by the receiving party, unless it is necessary for fulfilling the purpose of the contract or TÜV Rheinland is required to pass on confidential information, inspection reports or documents to the government authorities, judicial court, accreditation bodies or third parties that are involved in the performance of the contract.
(b) It may be used by the receiving party with the same level of confidentiality as the disclosing party uses to protect its own confidential information, but never with a lesser level of confidentiality than that which is reasonably required.
- 10.4 The receiving party may disclose any confidential information received from the disclosing party only to those of its employees who need this information to perform the services required for the contract. The receiving party undertakes to obligate these employees to observe the same level of secrecy as set forth in this confidentiality clause.
- 10.5 Information for which the receiving party can furnish proof that:
(a) it was generally known at the time of disclosure or has become general knowledge without violation of the 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, inspection of documents 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 the 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/or 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 cause it to leak.

11. Copyrights and rights of use, publication

- 11.1 TÜV Rheinland shall retain all its own copyrights in the reports, expert reports, test reports, test 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 to others the rights to use the work results for individual or all types of use ("right of use").
- 11.2 The client receives a simple, limited, non-transferable, non-sub licensable right of use to the contents of the work results produced within the scope of the contract, unless otherwise agreed by the parties in a separate agreement. The client may only use such reports, expert reports, test reports, test results, calculations, presentations etc. prepared within the scope of the contract for the contractually agreed purpose.
- 11.3 The transfer of right of use of the generated work results regulated in clause 11.2 of the GTBC is subject to full payment of the remuneration agreed in favour of TÜV Rheinland.
- 11.4 The client may use work results only complete and unshortened. The client may only pass on the work results in full unless TÜV Rheinland has given its prior written consent to the partial passing on of work results.
- 11.5 Any publication or duplication of the work results for advertising purposes or any further use of the work results regulated in clause 11.2 of the contract prior to written approval of TÜV Rheinland in each individual case.
- 11.6 TÜV Rheinland may refuse a case given approval according to clause 11.5 if any fee without stating reasons. In this case, the client is obliged to stop the transfer of the work results immediately at his own expense and, as far as possible, to withdraw publications.
- 11.7 The consent of TÜV Rheinland to publication or duplication of the work results does not entitle the client to use the corporate logo, corporate design or test/certification mark of TÜV Rheinland.

12. Liability of TÜV Rheinland

- 12.1 Inspection of the legal limits, in the full extent permitted by applicable law, in the event of a breach of contract shall go to the benefit of the client. 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 contract; (ii) in the case of a contract for generally recurring services, the agreed annual fee (or) in the case of a contract especially charged for a time and material basis, a maximum of 20,000 Euro or equivalent amount in local currency; and (iii) 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 sum of 2.5 million Euro or equivalent amount in local currency.- 12.2 The limitation of liability according to article 12.1 also 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 personal death, physical injury or illness.
- 12.3 In cases of a breach of 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 determines 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 known as a foreseeable consequence of such breach of contract at the time of the breach (necessarily a possible damage), unless any of the circumstances described in article 12.2 apply.

- 12.4 TÜV Rheinland shall not be liable for the acts of the personnel made available by the client to accept TÜV Rheinland in the performance of the services under the contract, unless such personnel made available is regarded as vicarious agent of TÜV Rheinland. If TÜV Rheinland is not liable for the acts of the personnel made available by the client under the foregoing provision, the client shall indemnify TÜV Rheinland against any claims made by third parties arising from or in connection with such personnel's acts.
- 12.5 Unless otherwise contractually agreed in writing, TÜV Rheinland shall only be liable under the contract to the client.
- 12.6 The limitation periods for claims for damages shall be based on statutory provisions.
- 12.7 None of the provisions of this article 12 changes the burden of proof to the disadvantage of the client.

13. Export control

- 13.1 When passing on the services provided by TÜV Rheinland or parts thereof to third parties in Greater China or other regions, the client must comply with the respectively applicable regulations of national and international export control laws.
- 13.2 The performance of a contract with the client is subject to the provision that there are no obstacles to performance due to national or international foreign trade regulations or embargo or trade 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 hereof by TÜV Rheinland.

14. Data protection notice

TÜV Rheinland processes personal data of the client for the purpose of fulfilling the contract. In addition, TÜV Rheinland also processes the data for other legal purposes in accordance with the relevant legal basis. The personal data of the client will only be disclosed to other natural or legal persons if the legal requirements are met. This also applies to transfers to third countries. The personal data will be deleted immediately as soon as a corresponding reason for deletion is given. Data subject may exercise the following rights: right of information, right of rectification, right of deletion, right of processing limitation, right of objection, right of data portability. In addition, persons concerned by the data processing have the right to make their consent at any time subject to effect for the future, as well as the right to file a complaint with the competent data protection supervisory authority. For further details on the processing of personal data by TÜV Rheinland as the person responsible or contract processor, please refer to the respective data protection information. You can contact the Group Data Protection Officer of TÜV Rheinland by e-mail at datenschutz@tuv.com or by post at the following address: TÜV Rheinland AG, c/o Group Data Protection Officer, Am Gauwerk 3/39, 51105 Cologne, Germany.

15. Test material, transport, risk and storage

- 15.1 The risk and costs for freight and transport of documents or test material is and from TÜV Rheinland as well as the costs of necessary disposal measures shall be borne by the client.
- 15.2 Any destroyed and/or lost work results or material will be disposed of by TÜV Rheinland for the client at the expense of the client, unless otherwise agreed.
- 15.3 Damaged test material shall be stored by TÜV Rheinland for four (4) weeks after completion of the test. If a longer storage period is desired, TÜV Rheinland charges an appropriate storage fee.
- 15.4 After the expiry of the 4 weeks or any longer period agreed upon, the test material will be disposed of by TÜV Rheinland for the client for reuse in accordance with clause 15.2.

16. Termination of the contract

- 16.1 Notwithstanding clause 3.1 of the GTBC, TÜV Rheinland and the client are entitled to terminate the contract in its entirety or, in the case of services continued in one contract, each of the contracted parts of the contract individually and independently of the continuation of the remaining services within (6) months' notice to the end of the contractually agreed term.
- 16.2 The good causes TÜV Rheinland may consider giving a written notice to the client to terminate the contract which includes but is not limited to the following:
 - a) the client does not immediately notify TÜV Rheinland of changes in the conditions within the company which are relevant for certification or signs of such changes;
 - b) the client causes the certificate or certification mark or uses it in violation of the contract;
 - c) in the event of several consecutive delays in payment (at least three times);
 - d) a substantial or permanent breach of financial circumstances of the client occurs and as a result the payment claims of TÜV Rheinland under the contract are consistently endangered and TÜV Rheinland cannot reasonably be expected to continue the contractual relationship.
- 16.3 In the event of termination with written notice by TÜV Rheinland for good causes, TÜV Rheinland shall be entitled to a lump-sum claim for damages against the client if the conditions of a claim for damages exist. In this case, the client shall owe 15% of the remuneration to be paid until the end of the fixed contract term as lump-sum compensation. The client may waive this right to prove that the client has incurred no damage or only a considerably lower damage. TÜV Rheinland reserves the right to prove a considerably higher damage in individual cases.
- 16.4 TÜV Rheinland is also entitled to terminate the contract with written notice if the client has not been able to make use of the time windows for auditing/inspection provision provided by TÜV Rheinland within the scope of a certification procedure and the certificate therefore has to be withdrawn (for example during the performance of monitoring audits). Clause 16.3 applies accordingly.

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

- 17.1 Amendments and supplements must be made in writing in order to be effective. This also applies to amendments and supplements to this clause 17.1.
- 17.2 Should one or several of the provisions under the contract and/or these terms and conditions be or become ineffective, the contracting parties shall contract under the valid provisions with a legally valid provision that comes closest to the content of the invalid provision in legal and commercial terms.
- 17.3 Unless otherwise stipulated in the contract, the governing law of the contract and these terms and conditions shall be chosen following the rules according to:
 - a) 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) 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 Hong Kong;
 - c) TÜV Rheinland in question is legally registered and existing in Hong Kong, the contracting parties hereby agree that the contract and these terms and conditions shall be governed by the laws of Hong Kong.
- 17.4 Any dispute in connection with the contract and these terms and conditions or the execution thereof shall be settled in writing through the following:
 - a) Unless otherwise stipulated in the contract, if a defendant or respondent in respect of the extension of the negotiation period can be reached within six months of the arising of the dispute, the dispute shall be submitted:
 - i) 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;
 - ii) in the case of TÜV Rheinland in question being legally registered and existing in Taiwan, to China or Arbitration Association, Taipei Branch to be arbitrated in accordance with its then current Rules of Arbitration. The arbitration shall take place in Taipei;
 - iii) 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 the rules. The arbitration shall take place in Hong Kong.
 - b) 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.