

Test Report No.: 244461040c 001 Page 1 of 13

XIAMEN MODERN DELTA LTD.

lient:

Jinxing Road No.61-69, Hubin North Road, Xiamen 361012, P.R.China

Test item(s): Evorie wide neck feeding bottle teat

Identification / Model No(s): EB-100/EB-101/EB-102/EB-103/EB-105

Sample obtaining method: Sending by customer

Condition at delivery: Test item complete and undamaged.

Sample Receiving date: 2022-11-02

Testing Period: No

Place of testing: Chemical laboratory Shanghai, Toys laboratory

Test specification:

Performed parameter(s) for the compliance with the following regulations concerning PASS materials in contact with foodstuff:

Regulation (EC) No 1935/2004

Volatile compounds content

N-Nitrosamines and N-Nitrosatables substances release

Formaldehyde release

EN 14350:2020 Child care articles - Drinking equipment - Safety requirements and

PASS

PASS

test methods -Mechanical requirements and tests

EN 14350:2020 Child care articles - Drinking equipment - Safety requirements and

test methods -Clause 8.6 Migration of certain elements

PASS

Test conclusion:

Other Information:

Country of Origin: China

Report Reference No: 244461040a 001

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

2022-12-06 Amy Zhao / Technical Manager Neo Yang / Assistant 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.

TÜV Rheinland (Shanghai) Co., Ltd. Shanghai TÜV Rheinland Building, No. 177, Lane 777, West Guangzhong Road, Jing'an District, Shanghai 200072, P.R. China



Test Report No.: 244461040c 001 Page 2 of 13

Indication: Food contact

Product: Commodity, contact with foodstuff

Description of test specimen

Item

3 Evorie wide neck feeding bottle teat

1. Material List:

Sample No.	Material	Color	Location	Refer
3	Silicone	Translucent	Evorie wide neck feeding bottle teat	244461040a 001 1D

Remark:

According to client's information food contact part is produced of same material as 244461040a 001 1D. Tests results refer to 244461040a 001 as indicated.

TÜV Rheinland (Shanghai) Co., Ltd. Shanghai TÜV Rheinland Building, No. 177, Lane 777, West Guangzhong Road, Jing'an District, Shanghai 200072, P.R. China



Test Report No.: 244461040c 001 Page 3 of 13

2. Overall Results:

Test No.	Tested Item	Conclusion
1	Sensorial examination	Pass
2	Global Migration from Silicone	Pass
3	Volatile compounds content	Pass
4	N-Nitrosamines and N-Nitrosatables substances release	Pass
5	Formaldehyde release	Pass
6	EN 14350:2020 Child care articles - Drinking equipment - Safety requirements and test methods - Mechanical requirements and tests	Pass
7	EN 14350:2020 Child care articles - Drinking equipment - Safety requirements and test methods - Clause 8.6 Migration of certain elements	Pass



Test Report No.: 244461040c 001 Page 4 of 13

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.:	3
Parameter:	Result
Transfer of Smell:	0



Test Report No.: 244461040c 001 Page 5 of 13

3.2 Global Migration from Silicone

Test method: The migratory behaviour is examined with reference to Chapter V, Article 18 of

Commission regulation 10/2011 and its amendments. Deviating to the regulations the

following tests were performed as orientating single tests.

Limit: Resolution AP (2004) 5 on silicones used for food contact applications

The following food simulants and conditions were applied:

Food simulant	Test duration / Temperature		
Acetic acid 3 %	2 hour(s) / 70 °C		
Ethanol 50 %	2 hour(s) / 70 °C		

Test No.:	1^				
Sample No.:	3				
Parameter	Unit	Result	Limit		
Acetic acid 3 %	mg/dm²	3	10		
Ethanol 50 %	mg/dm²	5	10		

Abbreviations:

mg/dm² = Milligram per square decimetre

< = Less than

TÜV Rheinland (Shanghai) Co., Ltd. Shanghai TÜV Rheinland Building, No. 177, Lane 777, West Guangzhong Road, Jing'an District, Shanghai 200072, P.R. China



Test Report No.: 244461040c 001 Page 6 of 13

3.3 Volatile compounds content

Test Method: EN 14350:2020 Clause 8.4

Test result:

Test No.:	1^				
Material No.:	3				
Parameter	Unit	RL	Result	Limit	
Volatile compounds content#	%	0.1	< RL	0.5	

Abbreviation: < = Less than

RL = Reporting Limit

% = percent

Remark:

Results for volatile compounds content have been adjusted with analytical tolerances of 0.3% if the condition stated in EN 14350:2020 clause 8.4 is fulfilled.

Tel.: +86 21 6108 1188 Fax: +86 21 6108 1099

Mail: info@shg.chn.tuv.com

Web: www tuv.com



Test Report No.: 244461040c 001 Page 7 of 13

3.4 N-Nitrosamines and N-Nitrosatables substances release

Test method: EN 14350:2020 Clause 8.5; with reference to EN 12868:2017

Test result:

Test No.		1^							
Material No.				3					
		Migr	atable N-Nitros	amines	Migi	ratable N-Nitro Substances			
Test Parameter	CAS No.	Unit	RL	Requirement	Test result	RL	Requirement	Test result	
NDMA	62-75-9	mg/kg	0.001		< RL	0.001		< RL	
NDEA	55-18-5	mg/kg	0.001		< RL	0.001		< RL	
NDPA	621-64-7	mg/kg	0.001		< RL	0.001		< RL	
NDiBA	997-95-5	mg/kg	0.001		< RL	0.001		< RL	
NDBA	924-16-3	mg/kg	0.001		< RL	0.001		< RL	
NPIP	100-75-4	mg/kg	0.001		< RL	0.001		< RL	
NPYR	930-55-2	mg/kg	0.001		< RL	0.001		< RL	
NMOR	59-89-2	mg/kg	0.001		< RL	0.001		< RL	
NEPhA	612-64-6	mg/kg	0.005		< RL	0.005		< RL	
NMPhA	614-00-6	mg/kg	0.005		< RL	0.005		< RL	
NDiNA	1207995-62-7	mg/kg	0.005		< RL	0.005		< RL	
NDBzA	5336-53-8	mg/kg	0.005		< RL	0.005		< RL	
Total#		mg/kg	0.005	0.01	< RL	0.005	0.1	< RL	
Conclusion				Pass			Pass		

Abbreviation: < = Less than

RL = Reporting Limit

mg/kg = milligram per kilogram



Test Report No.: 244461040c 001 Page 8 of 13

Remark:

* List of Migratable N-Nitrosamines and Migratable N-Nitrosatable Substances.

Parameter	Abbreviation
N-nitrosodimethylamine	NDMA
N-nitrosodiethylamine	NDEA
N-nitrosodipropylamine	NDPA
N-nitrosodiisobutylamine	NDiBA
N-nitrosodibutylamine	NDBA
N-nitrosopiperidine	NPIP
N-nitrosopyrrolidine	NPYR
N-nitrosomorpholine	NMOR
N-nitrosoethylphenylamine	NEPhA
N-nitrosomethylphenylamine	NMPhA
N-nitrosodiisononylamine	NDiNA
N-nitrosodibenzylamine	NDBzA

- ** Single components with an amount of less than the detection limit were not considered by the calculation of the sum. In the case of all compounds were not detected, the results is stated <RL.
- # Results for total N-nitrosatables substances or N-nitrosamines have been adjusted with analytical tolerances if the condition stated in EN 12868:2017 clause 11.1 is fulfilled:
 - Analytical tolerance for the total quantity of N-nitrosamines: 0.01 mg/kg.
 - Analytical tolerance for the total quantity of N-nitrosatable substances: 0.1 mg/kg.



Test Report No.: 244461040c 001 Page 9 of 13

3.5 Formaldehyde release

Test Method: EN 14350:2020 Clause 8.7; with reference to EN 71-11:2005

Test Result:

				Test No.	1^
				Material No.:	3
Parameter	CAS No.	Unit	RL	Requirement	Result
Formaldehyde	50-00-0	mg/l	0.2	0.5	< RL
Conclusion	•				PASS

Abbreviation: < = Less than

RL = Reporting Limit mg/l = milligram per liter

Tel.: +86 21 6108 1188 Fax: +86 21 6108 1099

Mail: info@shg.chn.tuv.com

Web: www tuv.com

[^] Test results refer to 244461040a 001



Test Report No.: 244461040c 001 Page 10 of 13

4. EN 14350:2020 Child care articles - Drinking equipment - Safety requirements and test methods -Mechanical requirements and tests

Test result:

Test No:	T001
Material No:	3
6 Construction and mechanical properties - General and sample preparation	
6.4 Boiling	N.C. *A
7 Construction and mechanical requirements and tests	
7.2 Decoration, inscription and decals	N.C. *A
7.3 Visual and tactile examination	N.C. *A
7.4 Small parts	N.C. *A
7.5 Additional requirements for sealing discs	N.C. *A
7.6 Requirements and tests for containers	N.C. *A
7.7 Requirements and tests for drinking accessories	PASS
7.8 Protective covers	N.C. *A
7.9 Handles and clips	N.C. *A
7.10 Finger traps	N.C. *A
7.11 Protruding parts	N.C. *A
7.12 Cords or loops	N.C. *A
9 Consumer packaging	PASS
10 Product information	
10.1 General	PASS
10.2 Purchase information	PASS
10.3 Warnings	PASS
10.4 Instructions for use	PASS
10.5 Supply chain information for products that contain vulcanised rubber	PASS

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

Remark:

A As per client's request, only clause 7.7: requirements and tested for drinking accessories, clause 9: consumer packaging, clause 10: product information of EN14350 was tested.



Test Report No.: 244461040c 001Page 11 of 13

5. EN 14350:2020 Child care articles - Drinking equipment - Safety requirements and test methods - Clause 8.6 Migration of certain elements

Test Method: EN 14350:2020 Clause 8.6, with reference to EN 71-3:2019

Test Result:

			Test No.	T001
			Material No.	3
Test Parameter	Unit	RL	Regulatory Requirement	Result
Aluminium (AI)	mg/kg	10	6000	< RL
Antimony (Sb)	mg/kg	5	120	< RL
Arsenic (As)	mg/kg	5	10	< RL
Barium (Ba)	mg/kg	2.5	4000	< RL
Boron (B)	mg/kg	10	3200	< RL
Cadmium (Cd)	mg/kg	1	3.6	< RL
Chromium III (Cr(III))	mg/kg	10	100	< RL
Chromium VI (Cr(VI))	mg/kg	0.045	0.002#	< RL
Cobalt (Co)	mg/kg	2.5	2.8	< RL
Copper (Cu)	mg/kg	2.5	1660	< RL
Lead (Pb)	mg/kg	2.5	5.0	< RL
Manganese (Mn)	mg/kg	2.5	600	< RL
Mercury (Hg)	mg/kg	2.5	20	< RL
Nickel (Ni)	mg/kg	2.5	56	< RL
Selenium (Se)	mg/kg	10	100	< RL
Strontium (Sr)	mg/kg	2.5	12000	< RL
Tin (Sn)	mg/kg	0.5	40000	< RL
Organic Tin^	mg/kg	0.2	2.5	
Zinc (Zn)	mg/kg	10	10000	< RL

Abbreviation:

< less than

RL = Reporting Limit

mg/kg denotes milligram per kilogram

- denotes Organic tin are not necessary to be determined when the Tin concentration is less than calculated limit (0.72 mg/kg)
- # According to EN 14350:2020, the limit of Cr(VI) is 0.002 mg/kg. However, the technical specificities were considered and whenever the Cr(VI) level measured in the sample is below the Limit of Quantification of the valid version of EN 71-3, the sample is to be considered passed.

Remark:

Cr(VI) content has been performed with reference to EN 71-3:2019, Annex F (analyzed by LC-ICP-MS or IC-ICP-MS/MS). Cr(III) content was confirmed by calculation.



Test Report No.: 244461040c 001 Page 12 of 13

6. Sample picture(s):





Item 3 Sample 3

Solicit the right test for your child providing region for the right test for your child providing region for region mounts.

Solicit the right test for your child providing region for region mounts of the region mounts of the region mounts of the region for region f



Packaging 1
The packaging was provided by client.

Packaging 2
The packaging was provided by client.

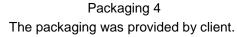


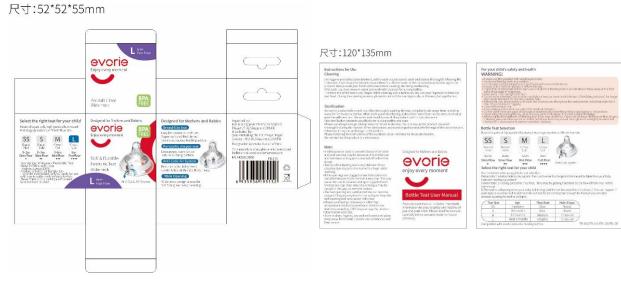
Test Report No.: 244461040c 001

Page 13 of 13



Packaging 3
The packaging was provided by client.





Packaging 5
The packaging was provided by client.

Instructions
The instructions were provided by client.

- END -



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

- These General Terms and Conditions of Business of TIV Rhighland in Greater China ("GTCB") is made between the client and one or more member entities of TIV Rheinland in Greater China is applicable as the case may be ("TIV Rheinland"). The Greater China hereof refers to Mainland China. Horn Kong and Taiwan. The client hereof includes:
 - (i) a natural person capable to form legally binding contracts under the applicable laws who concludes the contract not for the purpose of a daily use;
 - the incorporated or unincorporated entity duly organized, validly existing and capable to form gally binding contracts under the applicable law.
- 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.
- 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 TUV Rheinland does not explicitly object to them.
- In the context of an ongoing business relationship with the client, this GTCB shall also apply to future contracts with the client without TÜV Rheinland having to refer to them separately in each individual case.

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.

Coming into effect and duration of contracts

- Coming mole effect and ouration of comracts.

 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 requised by the client bring carried out by TÜV Rheinland. If the client instructs TÜV sole discretion, entitled to accept the order by giving written notice of such acceptance (including notice sent was decrotion; means) or by performing the requiseds services.
- 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 three-month notice prior to the end of the contractual term.

- The scope and type of the services to be provided by TÜV Rheinland shall be specified in the common sp

- ocodure to be followed:

 necedure to be followed:

 necedure of the work there shall be no simultaneous assumption of any guarantee of the
 renetness (proper quality) and working order of either tested or examined parts nor of the
 systems of the systems of the systems of the systems or which the installation is based,
 recommended to the systems of the systems or which the installation is based,
 steriels and assembly of installations examined, nor for they stress upon a system of the systems of the
- 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.
- unless outletwise expressly agreed in writing.

 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, TUV Rheinland shall be entitled to additional remuneration for resulting additional sypenses.
- The services to be provided by TÜV Rheinland under the contract are agreed exclusively with the client. A contract of third parties with the services of TÜV Rheinland, as well as making available of and justifying confidence in the work results (test reports, test results, expert reports, etc.) is not part of the agreed services. This also applies if the client passes on work results in full or in extract to third parties in accordance with clause 11.4.
- full or in extracts 10 hird parties in accordance with clause 11.4.

 The client understands and agrees that in order to perform the contract with TUV Rheinland, the client may meed to sign one of more contractual gariements with almore third party(les) and client may meed to sign one of more contractual gariements with almore third party(les) and contractual gariements. TUV Rheinland will mently beast be corresponding to gail labelity according to this contract and the direct services actually to be provided by our company in the not limited to any testing and certification services to be provided by that estimate the contractual contractual garden to the contractual garden gar certification rules, such leves are not writer to every perform the obligation of such annual review/surveillance and pay the client fails to perform such obligations of the annual review/surveillance lead to adverse consequences such as failurer's uspending/cancellation certification results, which shall not be borne/liable by TUV Rheinland.
- For the service content agreed in the content type (by Rhemand.)

 For the service content agreed in the contract, if the client requires TDV Rheinland to deliver relevant test samples, data, etc. to any overseas laboratory or other places or sites to be designated by the client, TDV Rheinland shall not take any responsibilities or notes to any order to the contract type of the contrac

- 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 TUV Rheinland in writing.
- If binding periods of performance have been agreed, these periods shall not commence until the client has submitted all required documents to TÜV Rheinland.
- 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.
- TUV Rheinland is not responsible for a delay in performance, in particular if the client has not fulfilled his duties to cooperate in accordance with clause 6.1 or has not done so in time and, in particular, has not provided TUV Rheinland with all documents and information required for the performance of the service as specified in the contract.
- 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 postipore 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.
- In the client is cliently performance. If the client is cliently or complying the composition of the client is responsibility to agree on performance dates with TUV Rheinland, which enable the client or comply with he legal and/or fullarly prescribed deadlines. TUV Rheinland assumes or personability in this respect unless TUV Rheinland expressly opered in Rheinland assumes or longer than the cliently enable to the controllarly design of TUV Rheinland.

- 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.
- Dasign documents, susplies, audillary staff, etc. recessary for performance of the services shall be made available free of change by the client. Kneovers collaborative action of the client must undertaken in accordance with legal provisions, standards, safety regulations and accident prevention instructions. And the client prepresents and warrants of the client prepresents and the client prepresents and warrants of the client prepresents a
 - It has required statutory qualifications;
 - The product, service or management system to be certified complies with applicable laws and gulations; and
 - It doesn't have any illegal and dishonest behaviours or is not included in the list of Enterprises with Serious Illegal and Dishonest Acts of People's Republic of China.
- If the client breaches the aforesaid representations and warranties, TÜV Rheinland is entitled to i) immediately terminate the contract/order without prior notice; and ii) withdraw the issued testing report/certificates if any.
- 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, TUV Rheinland shall be entitled to charge extra fees for such additional expense.

- the scope of performance is not laid down in writing when the order is placed, invoicing shall be ased on costs actually incurred. If no price is agreed in writing, invoicing shall be made in coordance with the price list of TUV Rheinland valid at the time of performance.
- Unless otherwise agreed, work shall be invoiced according to the progress of the work
- 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, TUV Rheinland may demand payments on account or in installments.

- All invoice amounts shall be due for payment within 30 days of the invoice date without deduction receipt of the invoice. No discounts and rebates shall be granted. Payments shall be made to the bank account of TÜV Rheinland as indicated on the invoice stating the invoice and client numbers. 8.2
- 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.
- 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.
- 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

- Objections to the invoices of TÜV Rheinland shall be submitted in writing within two weeks of receipt of the invoice.
- TÜV Rheinland shall be entitled to demand appropriate advance pay
- TOV Rhesizand shall be entitled to raise its less, at the beginning of amount in overheads ander TOV Rhesizand shall be entitled to raise its less, at the beginning of amount in overheads ander the property of the property of the property of the property of the date on which her rise in fees shall come it not feet to period of notice of changes in fees. If the frais in fees ramain under 5% and come it not feet to period of notice of changes in fees. If the frais in fees ramain under 5% 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 of the period of notice of changes in fees. If the contract is not terminated, the changed fees shall only legally established and undespeted claims may be offset against claims by TOV Rheinland.
- TÜV Rheinland shall have the right at all times to setoff any amount due or payable by the client, including but not limited to setoff against any fees paid by the client under any contracts, agreement and/or orders/joutpations reached with TÜV Rheinland

- 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
- If acceptance is required or contractually agreed in an individual case, this shall be deemed to have taken place two (2) weeks after completion and handover of the work, unless the client refuses acceptance within this period stating at least one fundmental breach of contract by TÜV
- The client is not entitled to refuse acceptance due to insignificant breach of contract by TÜV Rheinland.
- If acceptance is excluded according to the nature of the work performance of TÜV Rheinland, the completion of the work shall take its place.
- During the Follow-Audit stage, if the client was unable to make use of the time, windows provided for within the scope of a certification procedure for auditing/performance by TUV Rheinfand and the certificate is herefore to be withdrawn (e.g. performance of surveillance audits), of the client certificate is interesfore to the withdrawn (e.g. performance of surveillance audits), of the client certificate is included in the control of positions of prospects and control of the certificate is the following the control of the certificate is the client reserves the right to prove that the TUV Rheinfand has incurred no damage whatsoever or only a considerably lower damage than the above tump sum.
- Incodar 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 sepaness if the service is not called within one year after the order has been placed. The client reserves the right to prove that the TUV Rheinland has incurred no damage whatsoever or only a considerably lower damage than the above mentioned lump sum.

- Confidentiality

 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, trade secrets, documents, images, drawings, expertise, information, data, test results, reports, consideration and materials, targible in the results, terminal trade of the control of the
- All confidential information which the disclosing party transmits or otherwise discloses to the receiving party and which is created during performance of work by TUV 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;

 - 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 TUV 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
 - 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.
 - that which is reasonably required.

 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 servery as set forth in this confidentiality clause.

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

 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 the receiving party already possessed this information prior to disclosure by the disclosing party;
 - 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.
 - so exemed to constitute "confidential information" as defined in this confidentially claisse.

 All confidential information shall remain the property of the disclosing party. The receiving party hereby agrees to immediately (pireturn all confidential information, including all copies, to the property of the disclosing party to making, all copies, and confirm the destroint or this confidential information to the disclosing party to making, at any time if so requested by the disclosing party but at the latest and reports and certificates prepared for the certification of this confidential information to the confidential information to the confidential information to the disclosing party but at the latest and reports and certifications experted or the cells above the purpose of fulfilling the obligations under the contract, which shall remain with the client. However, TUV Pitentians is entitled to make property and certification purposes required by invariant the contract. It is results and for general documentation purposes required by laws, regulations and the requirements of working processing the purpose of sufficient purposes required by laws, regulations and the requirements of working processing the purpose of the purpose of the confidence of the confidence
- 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 shal not disclose this information to any third parties or use it for itself.

Copyrights and rights of use, publications

- TOV Revisited bull retain all outside copyrights in the reports, owner specificacy testing the reports of the r
- The client receives a simple, unlimited, non-transferable, non-sublicensable right of use to the contents of the work results produced within the scope of the contract, unless otherwise agreed by the parties in a separate agreement. The client may only use such reports, expert reports/opinions, test reports/results, results calculations, presentations etc. prepared within the cope of the contract for the contractually agreed purposes. 11.2
- 11.3 The transfer of right of use of the generated work results regulated in clause 11.2. of the GTCB is subject to full payment of the remuneration agreed in favour of TDV Rheinland.
- The client may use work results only complete and unshortened. The client may only pass on the work results in full unless TUV Rheinland has given its prior written consent to the partial passing on of work results.
- 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 TDV Printingal result the prior written approval of TDV Printingal results and used in the proposal prior to the prior written approval of to the printing of the prior to regulations and relevant ruses (including but not limited to specific applicable testing and certification rules, etc.).
- TÜV Rheinland may revoke a once given approval according to clause 11.5 at any time without stating reasons. In this case, the client is obliged to stop the transfer of the work results immediately at his own expense and, as far as possible, to withdraw publications.
- 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.

- Transportion of the legal basis, to the fullest extent permitted by applicable law, in the event of a remportion of the legal basis, to the fullest extent permitted by applicable law, in the event of a reimbursement of expenses caused by TUV Rheinland, its legal respresentatives and/or employees shall be limited to: (ii) in the case of a contract value in faced overall feet, there times the agreed annual lex, (iii) in the case of a contract oppressly charged on a time and naterial basis, a maximum of 2000 Even or equivalent mourch in local currency, and (vi) in the case of a mean time of the case of a contract oppressly charged on a time and naterial basis, a maximum of 2000 Even or equivalent mourch in local currency, and (vi) in the case of a mean of the case of the contract of the contract of the case of a three contracts of the contract of the case of a time of the case of the case of a time of the case of the case of the case of a time of the case of the case of the case of a time of the case of the case of the case of a time of the case of the case of the case of a time of the case of the case of a time of the case of the case of a time of the case of the case of a time of time o
- 12.2
- In cases inclving a fundamental breach of contract, TÜV Rheinland will be liable even where contractual biligation, the performance of which permits the due performance of the contract. A claim for damages for a fundamental breach of contract shall be limited to the amount of damage reasonably foreseen as a possible consequence of such breach of contract at the time of the breach (reasonably foreseen as a possible consequence of such breach of contract at the time of the breach (reasonably foreseen as a possible consequence) and the breach of contract at the time of the breach (reasonably foreseen as a possible consequence) and the breach of contract at the time of the breach (reasonably foreseen as a possible consequence) and the breach of contract at the time of the breach (reasonably foreseen as a possible consequence).
- TÜV Resignant shall not be lable for the acts of the personnel made available by the client to support UV Resimilar to it is performance of the services using the contract, unless such support to the personnel made in the personnel made available by the client under it. TUV Resistant is not liable for the acts of the personnel made available by the client under the foregoing provision, the client shall indemnity TUV Reherland against any claims made by third parties arising from or in connection with such personnel's a client.
- Unless otherwise contractually agreed in writing, TÜV Rheinland shall only be liable under the contract to the client 12.5
- None of the provisions of this article 12 changes the burden of proof to the disadvantage of the 12.7

- 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.

The client understands and agrees that TÜV Rheinland processes personal data (including but not limited to personal information) of the client and its related paries (including but not limited to the supplier of the client) for the purpose of fulfilling this contract. The client confirms that it has obtained ne cuert understands and agrees that TUV Rheinland processes personal data (including but not limited to the client and its related garbein (including but not limited to the intelligent of the client and its related garbein (including but not limited to the the client collection of the client and its related garbein (including but not limited to the the prior consent of the data subject, which entitles TUV Rheinland Fur general data that the client collected of processed by the and prosented so that the client collected of processed by the data of transferred to any third party of any overseas party outside of the datatic in which the personal data with the procession of the client collected of the datatic in which the personal data with the procession of the client collected and the procession of the client collected or the client client collected or the processing of personal data by TUV Rheinland data the person responsible or contract processor. Processor, or contract processor, or collected or the client collected or the processing of personal data by TUV Rheinland day is present to the client collected or the processing of personal data by TUV Rheinland day is undexperient supervisional such contract processor.

Retention of test material and documentation

- 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
- 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.
 - If reference samples or documentations are given to the client to be placed in storage at their premises, the reference samples or documentations must be made available to TUY Pheniatron of making analysis, the reference samples or documentations must be made available to TUY Pheniatron or making available the reference samples and/or documentations to such a request, is incapable and pecuniary damage resulting from the respective testing and certification that is brought forward by the client against TUV Pheniand shall be voiced.
- The retention period for the documentation shall be 10 (ten) years after the expiry of the test mari certificates or shall meet the applicable legal requirements for EU/EC certificates of conformity and GS mark certificates.
- The costs of the handover and dispatch of the test samples for storage on the client's premises are borne by the client. TÜV Rheinland will be liable for the loss of test samples or reference samples from the laboratories or warehouses of TÜV Rheinland only in case of cross pedigence.

- Notwithstanding clause 3.3 of the GTCB, TÜV Rheinland and the client are entitled to terminate the contract in its entitlety or, in the case of services combined in one contract, each of the services with six (p) months notice to the end of the contractally agreed term. The notice period shall be shortened to six (6) weeks in case TÜV Rheinland is prevented from performing the services with six (soo ar assupposition of its accredation or notification.
- For good causes, TÜV Rheinland may consider giving a written notice to the client to terminate the contract which includes but not limited to the following:
- terminate the contract which includes but not failing the following:
 the client does not immediately notify TÜV Rheinland of changes in the conditions within the
 the client does not immediately notify TÜV Rheinland of changes in the conditions within the
 the client dissess the certificate or confirmation and rouse in involation of the contract,
 in the event of several consecutive beliege in payment (all least three times);
 and as a result the
 payment cliams of TUV Rheinland under the contract are considerably endeapered and TUV
 Rheinland cannot measurably be expected to continue the contractual relationship.

 The contractual relationship is the contractual relationship of the contractual relationship.

 The contractual relationship is the contractual relationship is the contractual relationship.

 The contractual relationship is the contractual relationship is the contractual relationship.

 The contractual relationship is relationship in individual cases.

- considerably higher damage in inclinical cases.

 TUV Rheinland is also entitled to terminate the contract with written notice if the client has not been able to make use of the time windows for auditing /service provision provided by TUV Rheinland within the scope of a certification procedure and the certificate therefore has to withdrawn (for example during the performance of monitoring audits). Clause 16.3 applies

- In the absence of proof to the contrary, the following events affecting a Perty shall be presured to fell contrary, the following events affecting a Perty shall be presured to fulfic conditions (a) and (b) under paragraph 1 of this Classe (i) and whether decised or not), hostilities, investion, and of foreign enterine, scenarios emilitary modizations (b) cult war, not, rebellion and revolution, milliary or usurped power, insurrection, and of herorism, subotage and princy, (iii) currently and trade restriction, enthangs, sacritor, (ii) act of authority whether lained requisition, realizonsitization; (v) plague, epidemic, natural disaster or extreme natural event; (vi) explosion, the classification of equipment, protonged breast, down of transport action millional contrary of the communication of processing the communication of extreme natural event; (vi) general labor disasters and collections; (vii) general labor disasters and collections; (vii) general labor disasters and only the processing of statement and or flaments and premises.
- to source of the property of t

- 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.
- Notwithstanding paragraph 1 of this Clause, where a Party proves that:
- 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
- It could not reasonably have avoided or overcome the event or its consequences, the Parties are bound, within a reasonable time of the invocation of this Clause, to negotiate alternative contractual terms which reasonably allow to overcome the consequences of the event.
- Where Clause 18.2 applies, but where the Parties have been unable to agree alternative contractual terms as provided in that paragraph, the Party invoking this Clause is entitled to terminate the contact, but cannot request adaptation by the judge or arbitrator without the agreement of the other Party.

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

- 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.
 - Should one or several of the provisions under the contract and/or these terms and conditions be or become ineffective, the contracting parties shall replace the invalid provision with a legally valid provision that comes closest to the content of the invalid provision in legal and commercial terms. Unless otherwise stipulated in the contract, the governing law of the contract and these terms and conditions shall be chosen following the rules as below:
 - 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.
 - if TŪV 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
 - 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.
- 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:
- in the case of TVP Rheinland in question being legally registered and existing in the People's Republic of China, to China international Economic and Trade Arbitration Commission (CETAC) to be sattled by arbitration under the Arbitration Rules of CETAC in force when the arbitration is to be sattled by arbitration under the Arbitration Rules of CETAC in force when the arbitration is appropriately chosen by the claiming party.
- appropriately crossin by the customing party.

 In the case of TDV Rheinland in question being legally registered and existing in Taiwan, to Chinese Arbitration Association, Taipei to be arbitrated in accordance with its then current Ru 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.