

Test Report No.: 244461040i 001

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Client: XIAMEN MODERN DELTA LTD.
Jinxing Road No.61-69, Hubin North Road, Xiamen 361012, P.R.China

Test item(s): Gravity Straw replacement for Tritan 200mL water bottle

Identification / Model No(s): ED-503

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 Shanghai



Test specification:

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

- Regulation (EC) No 1935/2004
- Volatile compounds content PASS
- N-Nitrosamines and N-Nitrosatables substances release PASS
- Formaldehyde release PASS
- EN 14350:2020 Child care articles - Drinking equipment - Safety requirements and test methods -Clause 8.6 Migration of certain elements PASS

Other Information:

Country of Origin: China
Report Reference No: 244461040d 001

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

2022-12-12

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.

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Indication: Food contact
Product: Commodity, contact with foodstuff

Description of test specimen

Item

9 Gravity Straw replacement for Tritan 200mL water bottle

1. Material List:

Sample No.	Material	Color	Location	Refer
9	Whole Product	Multicolor	Gravity Straw replacement for Tritan 200mL water bottle	
9A	Plastic, PP	Translucent	Disc	244461040d 001 4C
9B	Silicone	Translucent	Straw	244461040d 001 4D
9C	Silicone	White	Bead	244461040d 001 4E

Remark:

According to client's information all items of food contact parts are produced of same material of 244461040d 001 4C, 4D and 4E. Tests results refer to 244461040d 001 as indicated.

2. Overall Results:

Test No.	Tested Item	Conclusion
1	Sensorial examination	Pass
2	Global Migration	Pass
3	Global Migration from Silicone	Pass
4	Specific Migration of Metals	Pass
5	Volatile compounds content	Pass
6	N-Nitrosamines and N-Nitrosatable substances release	Pass
7	Formaldehyde release	Pass
8	EN 14350:2020 Child care articles - Drinking equipment - Safety requirements and test methods - Clause 8.6 Migration of certain elements	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.:	9A
Parameter:	Result
Transfer of Smell:	0
Transfer of Taste:	0

Test No.:	2 ^{^^}
Sample No.:	9B
Parameter:	Result
Transfer of Smell:	0
Transfer of Taste:	0

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Test No.:	3 ^{^^}
Sample No.:	9C
Parameter:	Result
Transfer of Smell:	0
Transfer of Taste:	0

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3.2 Global Migration

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

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

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.:	9A					
Migration ratio:	1000 ml / 6 dm ²					
Parameter	Unit	RL	1 st Migration Result	2 nd Migration Result	3 rd Migration Result	Limit
Acetic acid 3 %	mg/dm ²	2	<RL	<RL	<RL	10
Ethanol 50 %	mg/dm ²	2	<RL	<RL	<RL	10

Abbreviations:

RL = Reporting Limit

mg/dm² = Milligram per square decimetre

ml/dm² = Mililitre per square decimetre

< = Less than

Remark:

*1 Stability test is included in this test parameter.

*2 The migration results do not show increase between subsequent tests and therefore it meets the stability requirement.

3.3 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.:	9B		
Parameter	Unit	Result	Limit
Acetic acid 3 %	mg/dm ²	5	10
Ethanol 50 %	mg/dm ²	4	10

Test No.:	2 ^{^^}		
Sample No.:	9C		
Parameter	Unit	Result	Limit
Acetic acid 3 %	mg/dm ²	4	10
Ethanol 50 %	mg/dm ²	4	10

Abbreviations:

mg/dm² = Milligram per square decimetre

< = Less than

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3.4 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: With reference to 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.:	9A					
Migration ratio:	1000 ml / 6 dm ²					
Parameter	Unit	RL	1 st Migration Result	2 nd Migration Result	3 rd Migration Result	Limit
Aluminium	mg/kg	0.1	<RL	<RL	<RL	1
Antimony	mg/kg	0.01	<RL	<RL	<RL	0.04
Arsenic	mg/kg	0.01	<RL	<RL	<RL	n.d.
Barium	mg/kg	0.1	<RL	<RL	<RL	1
Cadmium	mg/kg	0.002	<RL	<RL	<RL	n.d.
Total Chromium	mg/kg	0.01	<RL	<RL	<RL	n.d.
Cobalt	mg/kg	0.01	<RL	<RL	<RL	0.05
Copper	mg/kg	0.5	<RL	<RL	<RL	5
Iron	mg/kg	5	<RL	<RL	<RL	48
Lead	mg/kg	0.01	<RL	<RL	<RL	n.d.
Lithium	mg/kg	0.1	<RL	<RL	<RL	0.6
Manganese	mg/kg	0.1	<RL	<RL	<RL	0.6
Mercury	mg/kg	0.01	<RL	<RL	<RL	n.d.
Nickel	mg/kg	0.01	<RL	<RL	<RL	0.02
Zinc	mg/kg	1	<RL	<RL	<RL	5
Europium	mg/kg	0.01	<RL	<RL	<RL	--
Gadolinium	mg/kg	0.01	<RL	<RL	<RL	--
Lanthanum	mg/kg	0.01	<RL	<RL	<RL	--
Terbium	mg/kg	0.01	<RL	<RL	<RL	--
Sum of Lanthanide substances	mg/kg	0.01	<RL	<RL	<RL	0.05

Abbreviations:

RL = Reporting limit

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n.d. = Not detected
mg/kg = Milligram per kilogram
ml/dm² = Millilitre per square decimetre
< = 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.
- *2 Stability test is included in this test parameter.
- *3 The migration results do not show increase between subsequent tests and therefore it meets the stability requirement.

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3.5 Volatile compounds content

Test Method: EN 14350:2020 Clause 8.4

Test result:

Test No.:	1 ^{^^}			
Material No.:	9B			
Parameter	Unit	RL	Result	Limit
Volatile compounds content [#]	%	0.1	0.18	0.5

Test No.:	2 ^{^^}			
Material No.:	9C			
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.

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3.6 N-Nitrosamines and N-Nitrosatable substances release

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

Test result:

Test No.			1 ^{^^}					
Material No.			9B					
Test Parameter	CAS No.	Unit	Migratable N-Nitrosamines			Migratable N-Nitrosatable Substances		
			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		

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Test No.			2 [^]					
Material No.			9C					
Test Parameter	CAS No.	Unit	Migratable N-Nitrosamines			Migratable N-Nitrosatable Substances		
			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

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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.

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3.7 Formaldehyde release

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

Test Result :

				Test No.	1 ^{^^}	2 ^{^^}
				Material No.:	9B	9C
Parameter	CAS No.	Unit	RL	Requirement	Result	Result
Formaldehyde	50-00-0	mg/l	0.2	0.5	< RL	< RL
Conclusion					PASS	PASS

Abbreviation:

- < = Less than
- RL = Reporting Limit
- mg/l = milligram per liter

^{^^} Test results refer to 244461040d 001

4. 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	T002	T003
				Material No.	9B	9C	9A
Test Parameter	Unit	RL	Regulatory Requirement	Result	Result	Result	Result
Aluminium (Al)	mg/kg	10	6000	< RL	< RL	< RL	< RL
Antimony (Sb)	mg/kg	5	120	< RL	< RL	< RL	< RL
Arsenic (As)	mg/kg	5	10	< RL	< RL	< RL	< RL
Barium (Ba)	mg/kg	2.5	4000	< RL	< RL	< RL	< RL
Boron (B)	mg/kg	10	3200	< RL	< RL	< RL	< RL
Cadmium (Cd)	mg/kg	1	3.6	< RL	< RL	< RL	< RL
Chromium III (Cr(III))	mg/kg	10	100	< RL	< RL	< RL	< RL
Chromium VI (Cr(VI))	mg/kg	0.045	0.002#	< RL	< RL	< RL	< RL
Cobalt (Co)	mg/kg	2.5	2.8	< RL	< RL	< RL	< RL
Copper (Cu)	mg/kg	2.5	1660	< RL	< RL	< RL	< RL
Lead (Pb)	mg/kg	2.5	5.0	< RL	< RL	< RL	< RL
Manganese (Mn)	mg/kg	2.5	600	< RL	< RL	< RL	< RL
Mercury (Hg)	mg/kg	2.5	20	< RL	< RL	< RL	< RL
Nickel (Ni)	mg/kg	2.5	56	< RL	< RL	< RL	< RL
Selenium (Se)	mg/kg	10	100	< RL	< RL	< RL	< RL
Strontium (Sr)	mg/kg	2.5	12000	< RL	< RL	< RL	< RL
Tin (Sn)	mg/kg	0.5	40000	< RL	< RL	< RL	< RL
Organic Tin [^]	mg/kg	0.2	2.5	-	-	-	-
Zinc (Zn)	mg/kg	10	10000	< RL	< RL	< RL	< 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.

5. Sample picture(s):



Item 9

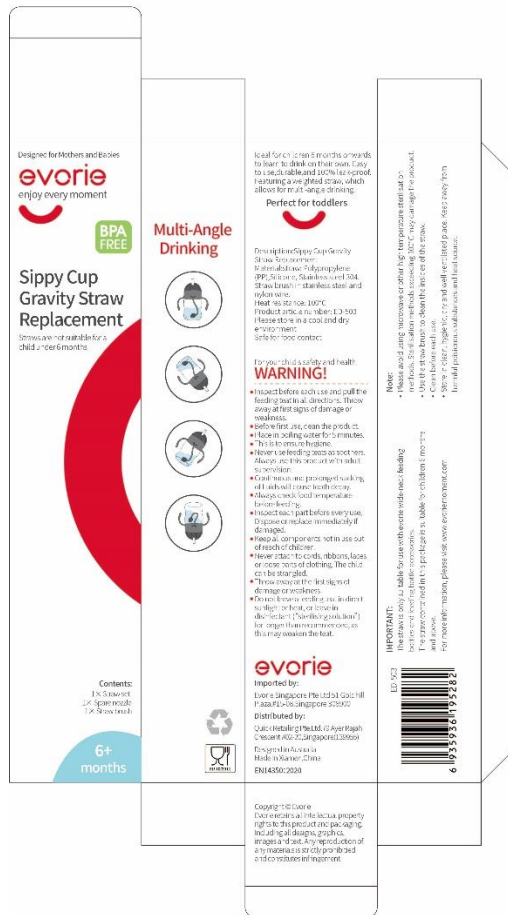


Item 9

尺寸:42*33*204mm



Sample 9



Packaging

The packaging was provided by client.

- END -

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

- 1. Scope**
 - 1.1 These General Terms and Conditions of Business of TÜV Rheinland in Greater China ("GTBCB") is made between the client and one or more affiliated entities of TÜV Rheinland in Greater China. It shall apply to the scope of the work provided by TÜV Rheinland. The Greater China hereafter refers to Mainland China, Hong Kong and Taiwan, except for the client's own country.
 - (i) a natural person capable to form legally binding contracts under the applicable laws who concludes the contract not for the purpose of a daily use;
 - (ii) the incorporated or unincorporated entity duly organized, validly existing and capable to form legally binding contracts under the applicable law.
- 1.2 The following terms and conditions apply to agreed services including consultancy services, information, deliveries and similar services as well as ancillary services and other secondary obligations provided within the scope of contract performance.
- 1.3 Any standard terms and conditions of the client of any nature shall not apply and shall hereby be expressly excluded. No standard contractual terms and conditions of the client shall form part of the contract even if TÜV Rheinland does not explicitly object to them.
- 1.4 In the context of an ongoing business relationship with the client, this GTBCB shall also apply to future contracts with the client without TÜV Rheinland having to refer to them separately in each individual case.
- 2. Quotations**
 - 2.1 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 (in particular, TÜV Rheinland, on its sole discretion, entitled to accept the order by giving written notice of such acceptance (including electronic or e-mail) or by performance of the contract).
 - 3.2 The contract terms start 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.
- 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 is provided in writing, the services to be provided by TÜV Rheinland are decided for the service to be provided. Unless otherwise agreed, services beyond the scope of the service description (e.g. checking the correctness and functionality of parts, products, processes, installations, organizations not listed in the service description as well as the intended use and application of such) are not included. In particular, no responsibility is assumed for the design, selection of materials, installation or use of such an external project process or plant, unless this is expressly stated in the order.
 - 4.2 The agreed services shall be performed in compliance with the regulations in force at the time the contract is entered into.
 - 4.3 TÜV Rheinland is entitled to determine, in its sole discretion, the method and nature of the assessment unless otherwise agreed in writing or if mandatory provisions require a specific procedure to be followed.
 - 4.4 On execution of the work, there shall be no simultaneous assumption of any guarantee of the correctness (proper quality) and working order of either tested or examined parts nor of the installation as a whole and its upstream and/or downstream processes, organizations, use and intended use and justifying confidence in the work results (test reports, test results, expert reports, etc.). In particular, TÜV Rheinland shall assume no responsibility for the construction, selection of materials and installation of plants or parts of plants, unless this is expressly stated 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 regulations on which the inspections are based, unless otherwise expressly agreed in writing.
 - 4.6 If mandatory legal regulations and standards or official requirements for the agreed service scope change after conclusion of the contract, with a written notice to the client, TÜV Rheinland shall be entitled to additional remuneration for resulting additional expenses.
 - 4.7 The services to be provided by TÜV Rheinland under the contract are agreed exclusively with the client. A contract of third parties with the services of TÜV Rheinland, as well as making available and justifying confidence in the work results (test reports, test results, expert reports, etc.) is not part of the agreed services. This also applies if the client passes on work results - in full or in extracts - to third parties in accordance with clause 11.4.
 - 4.8 The client understands and agrees that in order to perform the contract with TÜV Rheinland, the client may need to sign one or more contracts/agreements with a third party (ies) and establish legal relationships/contracts/agreements. TÜV Rheinland will merely bear the corresponding legal liability according to this contract and the direct services actually to be provided by our company in the service process. If the relevant services are not directly provided by TÜV Rheinland (including but not limited to any testing and certification services to be provided by third testing and certification bodies), TÜV Rheinland will provide the client as agent for the installation as well as to achieve the purpose of the contract, the client hereby agrees that TÜV Rheinland is also subject to the law of the third party to whom the services to be provided are actually applied for by our responsibility and/or risk for any services to be provided by any third parties (including but not limited to the testing and certification bodies) or the liability of the third party for any services to be provided by any other third party and/or certification bodies, agency services provided by any other third party and/or certification bodies, agency services provided by any other third party and/or certification bodies, agency services provided by any other third party and/or certification bodies, etc.). Besides, the client shall be bound to the relevant laws and regulations under the contract. If the client is required to conduct any annual reviews/surveillance of the relevant testing and/or certification service results and pay additional fees in accordance with the relevant laws and regulations or the testing and certification rules, such fees are not within the scope of the contract price, the client shall timely meet the obligation of such annual reviews/surveillance and pay the corresponding fees. If the client fails to perform such obligations of the annual review/surveillance or fees payment, it may cause any consequences such as failure to meet the continuity of the contract and/or termination of the contract, which shall not be borne by TÜV Rheinland.
 - 4.9 For the service content agreed in the contract, if the client requires TÜV Rheinland to deliver agreed test samples, data, etc., to any overseas locations, transportation, transport obstacles, etc., designated by the client, TÜV Rheinland shall not take any responsibilities or risks for any problems during such delivery and the transportation process (including but not limited to any loss or damage of the samples and/or the materials, etc.). Besides, the relevant freight fees shall be borne by the client.
- 5. Performance periods/dates**
 - 5.1 The contractually agreed periods/dates of performance are based on estimates of the work involved which are prepared in detail on the contract. The client shall only be bound if being confirmed as binding by TÜV Rheinland in writing.
 - 5.2 In the event of delays of performance being agreed, these periods shall not commence until the client has submitted all required documents to TÜV Rheinland.
 - 5.3 Articles 5.1 and 5.2 also apply, even without express approval by the client, to all extensions of agreed periods/dates of performance not caused by TÜV Rheinland.
 - 5.4 TÜV Rheinland is not responsible for a delay in performance, in particular if the client has not fulfilled his duties to cooperate in accordance with clause 6.1 or has not done so in time and, in particular, has not provided TÜV Rheinland with all documents and information required for the performance of the service as specified in the contract.
 - 5.5 If the performance of TÜV Rheinland is delayed due to unforeseeable circumstances such as force majeure, strikes, business disruptions, government actions, transport obstacles, etc., TÜV Rheinland is entitled to postpone performance for a reasonable period of time which corresponds at least to the duration of the hindrance plus any time period which may be required to resume performance.
 - 5.6 If the client is obliged to comply with legal, officially prescribed and/or by the accreditor prescribed deadlines, it is the client's responsibility to agree on performance dates with TÜV Rheinland, which enable the client to comply with the legal and/or officially prescribed deadlines. TÜV Rheinland assumes no responsibility in this respect unless TÜV Rheinland expressly agreed in writing specifically stating that ensuring the deadlines is the contractual obligation of TÜV Rheinland.
- 6. The client's obligation to cooperate**
 - 6.1 The client shall guarantee that all cooperation required on its part, its agents or third parties will be provided in good time and at no cost to TÜV Rheinland.
 - 6.2 Design documents, supplies, auxiliary staff, etc., necessary for performance of the services shall be made available free of charge by the client. Moreover, collaborative action of the client must be undertaken in accordance with legal provisions, standards, safety regulations and accident prevention instructions. And the client represents and warrants that:
 - a) It has required statutory qualifications;
 - b) The product, service or management system to be certified complies with applicable laws and regulations; and
 - c) It doesn't have any 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
 - 6.3 If the client breaches the aforesaid representations and warranties, TÜV Rheinland is entitled to (i) immediately terminate the contract without prior notice; and (ii) withdraw the issued testing certificates if any.
 - 6.4 The client shall bear any additional cost incurred on account of work having to be redone or being delayed as a result of late, incorrect or incomplete information provided by or lack of proper cooperation from the client. Even where a fixed or maximum price is agreed, TÜV Rheinland shall be entitled to charge extra fees for such additional expense.
- 7. Prices**
 - 7.1 If the scope of performance is not laid down in writing when the order is placed, invoicing shall be based on costs actually incurred. If no price is agreed in writing, invoicing shall be made in accordance with the price list of TÜV Rheinland valid at the time of performance.
 - 7.2 Unless otherwise agreed, work shall be invoiced according to the progress of the work.
 - 7.3 If the execution of an order extends over more than one month and the value of the contract or the agreed fixed price exceeds the value in local currency, TÜV Rheinland may demand payments on account in installments.
- 8. Payment terms**
 - 8.1 All invoice amounts shall be due for payment within 30 days of the invoice date without deduction on receipt of the invoice. If the invoice is not received or is not paid, no interest will be granted.
 - 8.2 Payments shall be made to the bank account of TÜV Rheinland as indicated on the invoice, stating the invoice and client numbers.
 - 8.3 In cases of default of payment, TÜV Rheinland shall be entitled to claim default interest in the applicable short-term interest rate publicly announced by a reputable commercial bank in the country where TÜV Rheinland is located. At the same time, TÜV Rheinland reserves the right to claim further damages.
 - 8.4 Should the client default in payment of the invoice despite being granted a reasonable grace period, TÜV Rheinland shall be entitled to cancel the contract, withdraw the certificate, claim damages for non-performance and refuse to continue performance of the contract.
 - 8.5 The provisions set forth in article 8.4 shall also apply in cases involving returned cheques, cessation of payment, commencement of insolvency proceedings or suspension of payments 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 object. 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 rise in fees is lower than the agreed fees, such fees shall be deemed to have been agreed upon by the time of the expiry of the notice period.
- 8.9 Only legally established and undisputed claims may be offset against claims by TÜV Rheinland.
- 8.10 TÜV Rheinland shall have the right at all times to set-off any amount due or payable by the client, including but not limited to set-off against any fees paid by the client under any contracts, agreement and/or orders/quotations reached with TÜV Rheinland.
- 9. Acceptance of work**
 - 9.1 Any part of the work result ordered which is complete in itself may be presented by TÜV Rheinland for acceptance as an installment. The client shall be obliged to accept it immediately.
 - 9.2 If acceptance is required or contractually agreed in an individual case, this shall be deemed to have taken place two (2) weeks after completion and handover of the work unless the client refuses acceptance within this period, stating at least one fundamental breach of contract by TÜV Rheinland.
 - 9.3 The client is not entitled to refuse acceptance due to insignificant breach of contract by TÜV Rheinland.
 - 9.4 If acceptance is required according to the nature of the work performance of TÜV Rheinland, the completion of the work shall take its place.
 - 9.5 During the Follow-Up stage, if the client was unable to make use of the time windows provided within the time period of certification provided by the client, the client shall accept the certificate and the certificate is hereby to be withdrawn (e.g. performance of surveillance audits), or if the client cannot or refuses to accept the certificate, TÜV Rheinland shall be entitled to charge TÜV Rheinland is entitled to immediately charge a lump-sum compensation of 10% of the order amount as compensation for expenses. The client reserves the right to prove that the TÜV Rheinland has incurred no damage whatsoever or only a considerably lower damage than the above lump sum.
 - 9.6 Insofar as the client has undertaken in the contract to accept services, TÜV Rheinland shall also be entitled to charge lump-sum damages in the amount-specified in the contract as compensation for expenses if the service is not called within one year after the order has been placed. The client reserves the right to prove that the TÜV Rheinland has incurred no damage whatsoever or only a considerably lower damage than the above mentioned lump sum.
- 10. Confidentiality**
 - 10.1 For the purpose of these terms and conditions, "confidential information" means all know-how, trade secrets, documents, images, drawings, expertise, information, data, test results, reports, samples, project documents, financial information and/or other information, including information and marketing techniques and materials, tangible or intangible, that are supplied, transferred or otherwise disclosed by one Party (the "disclosing party") to the other Party (the "receiving party"), in writing or orally, in printed or electronic form. Confidential information is expressly not the data and know-how collected, compiled or otherwise obtained by TÜV Rheinland (non-personal data not proprietary to the client) within the scope of the provision of services by TÜV Rheinland. The client shall not use, further develop or disseminate confidential information in connection with the provision of services for the purposes of developing new services, improving services and analyzing the provision of services. (i) In the disclosing party shall mark all confidential information disclosed in written form as confidential before being sent to the other party and receiving party. The same applies to confidential information transmitted by e-mail. If confidential information is disclosed orally, the receiving party shall be required to acknowledge in writing and the disclosing party shall confirm in writing the confidentiality nature of the information within five working days of oral disclosure of the confidential information to the other Party. If no such confirmation is received, the receiving party shall not take any confidentiality obligations hereunder towards such information. The client shall not use, further develop or disseminate confidential information, unless authorized by TÜV Rheinland to do so. The client shall not use, further develop or disseminate confidential information to any third party or to any other employee through its company e-mail. If the client suffers from any losses or damages due to theft or leakage to be caused by the addition of any unauthorized confidential information stored on methods mentioned above, TÜV Rheinland shall not be liable for such losses or damages.
 - 10.3 All confidential information which the disclosing party transmits or otherwise discloses to the receiving party and which created during performance of work by the receiving party:
 - 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 the disclosing party uses to protect its own confidential information, including all copies;
 - d) 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 shall ensure that 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:
 - 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;
 - 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 shall be required 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. If the receiving party, 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 purposes of fulfilling the obligations under the contract, which shall remain with the client. However, TÜV Rheinland is entitled to make file copies of such documents for its own use in order to establish the correctness of the 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 disclose this information to no third parties.
- 11. Copyrights and rights of use, publications**
 - 11.1 TÜV Rheinland shall retain all exclusive copyrights in the reports, expert reports/opinions, test certificates, results, calculations, presentations etc. prepared by TÜV Rheinland in the contract, unless otherwise agreed by the parties in a separate agreement. As the owner of the copyrights, TÜV Rheinland is free to grant others the right to use the work results for individual or all types of work ("right of use").
 - 11.2 The client reserves 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. This right may only be used for reports, expert reports/opinions, test reports/results, results calculations, presentations etc. prepared within the scope of the contract for contractually agreed purposes.
 - 11.3 The transfer of right of use of the generated work results regulated in clause 11.2 of the GTBCB is subject to full payment of the remuneration agreed in favour of TÜV Rheinland.
 - 11.4 The client may use work results only complete and unshortened. The client may only pass on the work results in full unless TÜV Rheinland has given its prior written consent to the partial passing on of work results.
 - 11.5 Any publication or duplication of the work results for advertising purposes or any further use of the work results beyond the scope regulated in clause 11.2, and any quotation of the introduction of TÜV Rheinland/and the prior written approval of TÜV Rheinland in each individual case. Besides, the client ensures that the aforesaid use shall comply with relevant applicable laws, regulations and relevant rules (including but not limited to specific applicable test or certification rules, etc.).
 - 11.6 TÜV Rheinland may revoke a once given approval according to clause 11.5 at any time without stating reasons. In this case, the client is obliged to stop the transfer of the work results immediately at his own expense and, as far as possible, to withdraw publications.
 - 11.7 The consent of TÜV Rheinland to publication or duplication of the work results does not entitle the client to use the corporate logo, corporate design or test/certification mark of TÜV Rheinland.
 - 12. Liability of TÜV Rheinland**
 - 12.1 Irrespective of the legal basis, to the fullest extent permitted by applicable law, in the event of a breach of contractual obligations on the part of the client or TÜV Rheinland, including those arising from the transfer of work results to the client or the client's use of the work results, loss 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 charging 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 subsequent orders, the maximum amount of fees for the individual order under which the damages or losses have occurred. Notwithstanding the above, in the event that the client's assumed liability calculated according to the foregoing provisions exceeds 25 Million Euro or equivalent amount in local currency, the total and accumulated liability of TÜV Rheinland shall be only limited to and shall not exceed the said 25 Million Euro or equivalent amount in local currency.
 - 12.2 The limitation of liability according to article 12.1 above shall not apply to damages and/or losses caused by maleice, intent or gross negligence on the part of TÜV Rheinland or its vicarious agents. Such limitation shall not apply to a claim for damages for a general tortious act.
 - 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 liability of TÜV Rheinland shall not be limited to the amount of damages reasonably foreseen as a foreseeable 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 the contract. However, if such personnel made available is regarded as vicarious agent of TÜV Rheinland, if TÜV Rheinland is liable for the acts of such personnel made available by the client, TÜV Rheinland shall not be liable for the acts of such personnel made available by the client in connection with such personnel's acts.
 - 12.5 Unless otherwise contractually agreed in writing, TÜV Rheinland shall only be liable under the contract to the client.
 - 12.6 The limitation periods for claims for damages shall be based on statutory provisions.
 - 12.7 None of the provisions of this article 12 changes the burden of proof to the disadvantage of the client.
 - 13. Export control**
 - 13.1 When passing on the services provided by TÜV Rheinland or parts thereof to third parties in Greater China or other regions, the client must comply with the respectively applicable regulations of national and international export control law.
 - 13.2 The performance of a contract with the client is subject to the proviso that there are no obstacles to performing the contract for the purpose of fulfilling this contract. The client confirms that it has obtained the prior consent of the client collector or processor by itself and transferred to TÜV Rheinland. 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 thereby by TÜV Rheinland.
 - 14. Data protection notice**
 - 14.1 The client understands and agrees that TÜV Rheinland processes personal data (including but not limited to personal information) of the client and its related parties (including but not limited to the supplier of the client) for the purpose of fulfilling this contract. The client confirms that it has obtained the prior consent of the data subject, which entitles TÜV Rheinland to access, use, or process the personal data that the client collects or processes by itself and transferred to TÜV Rheinland. For certain services, we may also process sensitive personal data. TÜV Rheinland will use and process the data in accordance with the relevant legal basis of any personal data to be disclosed or transferred to any third party or any overseas party outside of the district in which the personal data was collected. The client shall confirm that it has obtained the prior consent of the data subject or TÜV Rheinland will carry out cross-border data transmission and protect the data in compliance with the privacy and personal data security related laws and regulations in China and local country. TÜV Rheinland will take measures to avoid any leakage, abuse, manipulation, damage or unauthorized access of personal data. The personal data will be deleted immediately as soon as a reasonable reason for deletion arises. The client understands and agrees that the following rights: right of information, right of decision, right of rectification, right of deletion, right of processing limitation, right of objection, right of data transferability. In addition, persons concerned by the data processing have the right to revoke their consent at any time with effect for the future, as well as the right to file a complaint with the competent data protection supervisory authority. For further details on the processing of personal data by TÜV Rheinland as the personal responsible or contractor/proxy, please refer to the respective data protection information. You can contact the Group Data Protection Officer of TÜV Rheinland by e-mail at data.protection@tuv.com or by post at the following address: TÜV Rheinland AG, c/o Group Data Protection Officer, Am Grauen Stein, 51105 Cologne, Germany.
 - 15. Retention of test material and documentation**
 - 15.1 The test samples submitted by the client to TÜV Rheinland for testing will be scrapped following testing or will be returned to the client at the client's expense. The only exceptions are test samples which are placed in storage on the basis of statutory regulations or of another agreement with the client.
 - 15.2 Charges apply if the test samples are stored at the premises of TÜV Rheinland. The cost of placing a test sample into storage will be discussed to the client in the quotation.
 - 15.3 If references, reports or documents are given to the client or placed in storage at the client's premises, the references, reports or documents must be made available to TÜV Rheinland upon request promptly and free of charge. If the client, in response to such a request, is incapable of making available the references, reports or documents, TÜV Rheinland reserves its liability for material and pecuniary damage resulting from the respective testing and certification that is brought forward by the client against TÜV Rheinland shall be void.
 - 15.4 The retention period for the documentation shall be 10 (ten) years after the expiry of the test mark certificates or shall meet the applicable legal requirements for EU/EEC certificates of conformity and CE mark certificates.
 - 15.5 The costs of the handler 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 gross negligence.
 - 16. Termination of the contract**
 - 16.1 Notwithstanding clause 3.3 of the GTBCB, TÜV Rheinland and the client are entitled to terminate the contract in writing in the event of a breach of contract by the client or by the client or the combined parts of the contract individually and independently of the continuation of the remaining services with six (6) months' notice to the other party. In the event of a breach, the notice period shall be shortened to six (6) weeks in case TÜV Rheinland is prevented from performing the services due to a loss or a suspension of its accreditation or fixation.
 - 16.2 TÜV Rheinland may consider giving a written notice to the client to terminate the contract which includes but not limited to the following:
 - a) the client does not immediately notify TÜV Rheinland of changes in the conditions within the company which are relevant for certification or signs of changes;
 - b) the client refuses the certificate or certification mark or uses it in violation of the contract; in the event of several consecutive delays in payment (at least three times);
 - c) the substantial deterioration of the financial circumstances of the client occurs and as a result the payment claims of TÜV Rheinland under the contract are considerably endangered and TÜV Rheinland is unable to recover the payments made by the client;
 - d) the client has committed a serious breach of contract, in particular, in the event of any serious misrepresentation, be it by intentional fraud or grossly negligent breach of contract;
 - e) if TÜV Rheinland, for reasons beyond its control, is temporarily or finally not able or entitled to continue or realize the performance of the service, e.g. in case of force majeure, government interference, sanction or loss of accreditation or notice of accreditation.
 - 16.3 In the event of termination with written notice by TÜV Rheinland for good cause, TÜV Rheinland shall be entitled to a lump-sum claim for damages against the client if the conditions of a claim for damages exist. In this case, the client shall be liable for the material damage that is caused by the end of the fixed contract term as lump-sum compensation. The client reserves the right to prove that there is no damage or that the damage is less than the amount of the fixed contract term, in which case TÜV Rheinland reserves the right to prove a considerably higher damage in individual cases.
 - 16.4 TÜV Rheinland is also entitled to terminate the contract with written notice if the client has not been able to make use of the time windows for auditing/ service provision provided by TÜV Rheinland within the scope of a certification procedure and the certificate therefore has to be withdrawn (for example during the performance of monitoring audits). Clause 16.3 applies accordingly.
 - 17. Force Majeure
 - 17.1 "Force Majeure" means the occurrence of an event or circumstance that prevents or impedes a Party from performing one or more of its contractual obligations under the contract, and to the extent that the affected Party has exercised all reasonable measures to overcome the event or circumstance that it could not reasonably have been foreseen at the time of the conclusion of the contract; and (c) that the effects of the impediment could not reasonably have been avoided or overcome by the affected Party.
 - 17.2 In the absence of proof to the contrary, the following events affecting a Party shall be presumed to fulfil conditions (a) and (b) under paragraph 1 of this Clause: (i) war (whether declared or not), hostilities, invasion, military occupation, military mobilization, (ii) civil war, rebellion and military revolution, (iii) civil war, rebellion and military mobilization, (iv) civil war, rebellion and military revolution, (v) seizure of power, (vi) seizure of power, (vii) seizure of power, (viii) seizure of power, (ix) seizure of power, (x) seizure of power, (xi) seizure of power, (xii) seizure of power, (xiii) seizure of power, (xiv) seizure of power, (xv) seizure of power, (xvi) seizure of power, (xvii) seizure of power, (xviii) seizure of power, (xix) seizure of power, (xx) seizure of power, (xxi) seizure of power, (xxii) seizure of power, (xxiii) seizure of power, (xxiv) seizure of power, (xxv) seizure of power, (xxvi) seizure of power, (xxvii) seizure of power, (xxviii) 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