

Report No.: 170354782a 001

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Client:

[REDACTED]

Contact Information:

[REDACTED]

Test item(s): 1 material

Identification/  
Model No(s): Coating of pan

Condition at delivery: Test item complete and undamaged.

Sample Receiving date: 2023-10-17

Testing Period: 2023-10-23 - 2023-10-26

Place of testing: Chemical laboratory Shenzhen

Test Specification:

Customer's requirement:

1. Halogen Content- Fluorine (F) content

Test result:

Please refer to page 3

Other information:

Country of Origin: China

According to customer's requirement, only the appointed materials have been tested.

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



2023-11-01

Amelie Chen / Assistant Project Engineer

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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**Material List:**

Item: Coating of pan

Material No.	Material	Color	Location
A001	Coating	black	Refer to photo

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**1. Halogen Content- Fluorine (F) content**

Test Method: With reference to EN 14582 and determined by Ion Chromatography

**Test Result:**

Test No.	Material No.	Test Parameter	Unit	RL	Test Result
T001	A001	Fluorine (F) content	mg/kg	50	< RL

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

Sample Photos



Product

- END -

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

1. **Scope**
  - 1.1 These General Terms and Conditions of Business of TÜV Rheinland in Greater China ("GTBC") is made between the client and one or more member entities of TÜV Rheinland in Greater China as applicable as the case may be ("TÜV Rheinland"). The Greater China here refers to Mainland China, Hong Kong and Taiwan. The client hereof includes
    - a) a natural person capable of legal transactions under the applicable laws who concludes the contract not for the purpose of a daily use;
    - b) 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.
    - a) Any standard terms and conditions of the client of any nature shall not apply and shall hereby be expressly excluded. No other 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 event of an ongoing business relationship with the client, this GTBC shall also apply to future contracts with the client without TÜV Rheinland having to refer to them separately in each individual case.
2. **Quotations**
  - Unless otherwise agreed, all quotations submitted by TÜV Rheinland can be changed by TÜV Rheinland without notice prior to its acceptance and confirmation by the other party.
3. **Coming into effect and duration of contracts**
  - 3.1 The contract shall come into effect for the agreed terms upon the quotation letter of TÜV Rheinland or a separate contractual document being signed by both contracting parties, or upon the request by the client being carried out by TÜV Rheinland. If the client instructs TÜV Rheinland without receiving a quotation from TÜV Rheinland to carry out the work, it is at its sole discretion, entitled to accept the order by giving written notice of such acceptance (including notice sent via electronic means) or by performing the requested service.
  - 3.2 The contract term starts upon the coming into effect of the contract in accordance with article 3.1 and shall continue for the term agreed in the contract.
  - 3.3 If the contract provides for a fixed term contract, 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 exists, then the written contract or order of TÜV Rheinland shall be decisive 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, process, process, and installation, organizations not listed in the service description, as well as the intended use and application of such) are not covered. In particular, no responsibility is assumed for the design, selection of materials, construction and use of an examined part, product, process and 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 (regarding 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 application in accordance with regulations, nor of the systems on which the installation is based. In particular, TÜV Rheinland shall assume no responsibility for the construction, selection of materials and assembly of installations examined, nor for their use and application in accordance with regulations, unless these questions are expressly covered by the contract.
  - 4.5 In the case of inspection work, TÜV Rheinland shall not be responsible for the accuracy or checking of the safety regulations and/or safety requirements for the agreed service scope 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, 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 conflict of third parties with the services of TÜV Rheinland, as well as making available of and justifying confidence in the work results (test reports, result reports, expert reports, etc.) is not part of the agreed services under the contract and work results are, in full or in part, 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 or enter into contracts/agreements with a third party(ies) and establish legal relationships with that/those third party(ies) according to such contract/agreements. TÜV Rheinland shall not be liable for the client's 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 assessment or safety requirements for the agreed service scope (bodies)), TÜV Rheinland will provide the client as agent for such relevant services. In order to achieve the purpose of the contract, the client hereby agrees that TÜV Rheinland can also subcontract to a third party (third party) and/or subcontract to a third party (third party) its responsibility and/or risk for any services to be provided by any third parties (including but not limited to the testing and/or certification services to be entrusted and/or applied for by our company) on behalf of the client for the third party (third party) or for the client's own purposes (including any other third party(ies)). Besides, the client shall be liable in accordance with the relevant laws and regulations and shall assume no responsibility for the client's request to conduct an annual review/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 as not in compliance with the contract, the client shall be responsible for the obligation of such annual review/surveillance and pay the corresponding fees. If the client fails to perform such obligations of the annual review/surveillance or fees payment, it may lead to adverse consequences such as suspension/termination of the client's services and/or other results, which shall not be borne by TÜV Rheinland.
  - 4.9 For the services covered in the contract, if the client requires TÜV Rheinland to deliver relevant test samples, data, etc. to any overseas laboratory or other places or sites to be designated by the client, TÜV Rheinland shall not take any responsibilities or risks for any problems during such delivery and the transportation of such test samples and/or materials, etc. to the designated sites of the samples and/or the materials, etc.). Besides, the relevant freight fees shall be borne by the client.
5. **Performance periods/dates**
  - 5.1 The contractually agreed periods/dates of performance are based on estimates of the work involved which are prepared in line with the details provided by the client. They shall only be binding if being confirmed as binding by TÜV Rheinland in writing.
  - 5.2 If binding periods of performance have been agreed, these periods shall not commence until the client has submitted all required documents to TÜV Rheinland.
  - 5.3 Articles 5.1 and 5.2 also apply, even without express agreement by the client, to all extensions of agreed periods 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 the contract. In particular, if the client has not provided TÜV Rheinland with all documents and information required for the performance of the service as specified in the contract.
  - 5.5 If the performance of TÜV Rheinland is delayed due to unforeseeable circumstances such as force majeure, strikes, business disruptions, governmental regulations, transport obstacles, etc., TÜV Rheinland is entitled to postpone performance for a reasonable period of time which corresponds to the delay or the extension 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 enables the client to comply with the legal and/or officially prescribed deadlines. TÜV Rheinland assumes no responsibility in this respect unless TÜV Rheinland has been explicitly asked to 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 his 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.
 If the client breaches the aforesaid representations and warranties, TÜV Rheinland is entitled to i) immediately terminate the contractor without prior notice, and ii) withdraw the issued testing/recertification certificates if any.
  - 6.3 The client shall bear any additional cost incurred on account of work having to be redone or being delayed as a result of late, incorrect or incomplete information provided by the client or lack of 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 plus margin. In the case of a written, invoicing shall be made in accordance with the price list of TÜV Rheinland valid at the time of performance.
  - 7.2 If the execution of the work is delayed by the client, the client shall be liable for the contract or the agreed fixed price exceeds €2,500.00 or equivalent value in local currency, TÜV Rheinland shall be entitled to demand appropriate advance payments.
8. **Payment terms**
  - 8.1 All invoice amounts shall be due for payment within 30 days of the invoice date without deduction on receipt of the invoice. No discounts and rebates shall be granted.
  - 8.2 Payments shall be made to the bank account of TÜV Rheinland as indicated on the invoice, stating the invoice and client numbers.
  - 8.3 In cases of default of payment, TÜV Rheinland shall be entitled to claim default interest at the applicable short-term interest rate publicly announced by a reputable commercial bank in the country where TÜV Rheinland is located. At the same time, TÜV Rheinland reserves the right to claim further damages.
  - 8.4 Should the client default in payment of the invoice despite being granted a reasonable grace period, TÜV Rheinland shall be entitled to cancel the contract, withdraw the returned claim, damages for non-performance and refuse to provide any further services.
  - 8.5 The provisions set forth in article 8.4 shall also apply in cases involving certified, cheque, cessation of payment, commencement of insolvency proceedings against the client's assets or cases in which the commencement of insolvency proceedings has been declared due to the client.
  - 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, the client 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 - 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 contractual year. The client shall be liable for the increase in fees. The agreed 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. TÜV Rheinland shall have the right at all times to set off any amount due or payable by the client, together with the amount of any claims due to 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 instalment. The client shall be obliged to accept it immediately.
  - 9.2 If acceptance is required or contractually agreed in an individual case, this shall be deemed to have taken place two (2) weeks after completion of the work, unless the client releases acceptance within this period stating at least one fundamental breach of contract by TÜV Rheinland.
  - 9.3 The client is not entitled to refuse acceptance due to insignificant breach of contract by TÜV Rheinland.
  - 9.4 If acceptance is excluded according to the nature of the work performance of TÜV Rheinland, the completion of the work shall take its place.
  - 9.5 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 TÜV Rheinland and the certificate is therefore to be withdrawn (e.g. performance of surveillance audits), or if the client cancels or postpones a confirmed audit date within two (2) weeks before the agreed date, TÜV Rheinland is entitled to immediately charge a lump-sum compensation of 10% of the order amount for the client's preparation for expenses. The client is obliged to pay this amount. If the client has incurred no damage whatsoever or a considerably lower damage than the above lump sum, then the client understands and agrees that the client shall be liable to pay the agreed lump-sum. If the client has incurred no damage whatsoever or a considerably lower damage than the above mentioned lump sum, then the client reserves the right to provide the TÜV Rheinland with 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, technical data, drawings, designs, specifications, test reports, reports, samples, project documents, pricing and financial information, customer and supplier information, and marketing techniques and materials, tangible or intangible, that are supplied, transferred or otherwise disclosed by one party ("disclosing party") to the other party ("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 and not proprietary to the client) within the scope of the provision of services by TÜV Rheinland. TÜV Rheinland is entitled to store, use, further develop and pass on the data obtained in connection with the provision of services for the purposes of developing new services, improving services and for the provision of services.
  - 10.2 The disclosing party shall mark all confidential information disclosed in written form as confidential information on the receiving party's contract documents. Where the disclosing party fails to do so within the stipulated period, the receiving party shall not take any confidentiality obligations towards such information. The client shall avoid using any third party platform and/or service (including but not limited to email, cloud storage, etc.) for the purpose of disclosing confidential information. Instead, the client shall send any confidential information to company email of TÜV Rheinland employees through its company website or by other means. The client understands and agrees that any leaks or leakages to be caused by the adoption of any unauthorized confidential information sharing methods mentioned above, TÜV Rheinland shall be waived for any consequences.
  - 10.3 All confidential information which the disclosing party transmits or otherwise discloses to the receiving party and is created during performance of work by TÜV Rheinland, or which may be used by the receiving party for the purposes of performing the contract, unless expressly otherwise agreed in writing by the disclosing party,
    - a) shall 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 authorities or accreditation bodies for the purpose of performing the contract;
    - b) shall not be used by the receiving party for any other purpose than the performance of the contract, and shall not be used for the promotion of the receiving party's products, test standards or test procedures providers of the client's test products and/or certified products, etc.;
    - c) shall not be used by the receiving party for any other purpose than the performance of the contract, and shall not be used for the promotion of the receiving party's products, test standards or test procedures providers of the client's test products and/or certified products, etc.;
  - 10.4 The receiving party may disclose any confidential information received from the disclosing party to its subcontractors or subcontractors of the disclosing party, but only if such subcontractors are bound by a written confidentiality agreement with the disclosing party, which shall ensure that there is a risk or some risks beyond its control to cause a claim for damages exist. In this case, the client shall also 15% of the remuneration to be paid until the end of the fixed contract term as lump-sum compensation. The client reserves the right to prove that there is no risk or some risks beyond its control to cause a claim for damages exist.
  - 10.5 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
    - a) the receiving party has already disclosed this information;
    - b) the receiving party already possessed this information prior to disclosure by the disclosing party; or
    - c) the receiving party has obtained this information from a third party who is not bound by this confidentiality clause.
  - 10.6 All confidential information shall remain the property of the disclosing party. The receiving party shall be obliged to immediately return or destroy all confidential information received from 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. If the receiving party is not able to do so at any time if so requested by the disclosing party, it shall be obliged to provide special report after termination or expiry of the contract. This does not extend to include reports and certificates prepared for the client solely for the purpose of fulfilling the obligations under the contract, which shall remain the property of the client. The client is obliged to transfer the copies of such reports, certificates and confidential information that forms the basis for preparing these reports and certificates in order to ensure that the receiving party is able to fulfil its contractual documentation purposes required by laws, regulations and the requirements of working procedures of TÜV Rheinland.
  - 10.7 From the start of the contract and for a period of three years after termination or expiry of the contract, the receiving party shall maintain strict secrecy of all confidential information and shall not disclose this information to any third parties or use it for itself.
11. **Copyrights and rights of use, publications**
  - 11.1 TÜV Rheinland shall retain all exclusive copyrights in the reports, expert reports/opinions, test reports/results, result reports/certifications, presentations etc. prepared by TÜV Rheinland, unless otherwise agreed by the client. If the client is not the author of the copyrights, TÜV Rheinland is free to grant others the right to use the work results for individual or all types of use.
  - 11.2 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 client in a separate agreement. The client is obliged to disclose the work results, test reports/results, result reports/certifications, presentations etc. prepared within the scope of the contract to the contractually agreed purpose.
  - 11.3 The contents of TÜV Rheinland's publication or application of the work results does not constitute a subject to full payment of the remuneration agreed in favour of TÜV Rheinland.
  - 11.4 If the client is not the author of the work results, 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 approved in clause 11.2, and any quotation of the introduction of TÜV Rheinland need 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 testing and certification rules, etc.).
  - 11.6 TÜV Rheinland may revoke a 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 client is not entitled to use the work results for the purpose of advertising. If the client does not intend the client to use the corporate logo, corporate design or trademark/mark of TÜV Rheinland.
12. **Liability of TÜV Rheinland**
  - 12.1 In respect of the legal basis, to the fullest extent permitted by applicable law, in the event of a breach of contractual obligations or tort, the liability of TÜV Rheinland for all damages, losses and reimbursement of expenses caused by TÜV Rheinland, its legal representatives and/or employees shall be limited to: (i) in the case of a contract with a fixed overall fee, three times the overall fee for the entire contract; (ii) in the case of a contract for an annually recurring services, the agreed annual fee; (iii) in the case of a contract expressly charged on a time and material basis, a maximum of 20,000 Euro or equivalent amount in local currency; and (iv) in the case of a framework agreement that provides for the possibility of placing individual orders, three times of the fee for the individual order. The maximum amount of liability shall be limited to the amount of the actual damages, but not exceeding the total and accumulated liability calculated according to the foregoing provisions exceeds 2.5 Million Euro or equivalent amount in local currency, the total and accumulated liability of TÜV Rheinland shall be only limited to the amount of the actual damages.
  - 12.2 The limitation of liability according to article 12.1 above shall not apply to damages and/or losses caused by malice, intent or gross negligence on the part of TÜV Rheinland or its employees. Such limitation shall not apply to damages for a person's death, physical injury or illness.
  - 12.3 In cases involving a fundamental breach of contract, TÜV Rheinland will be liable even for a minor negligence on its part. In such cases, a "fundamental breach" is a breach of a material contractual obligation, the performance of which permits the due performance of the contract. Any claim for damages for a fundamental breach of contract shall be limited to the amount of damages reasonably foreseeably as a possible consequence of such breach of contract at the time of the breach (reasonably foreseeable damages), unless any of the circumstances described in article 12.2 applies.
  - 12.4 TÜV Rheinland shall not be liable for the acts of the personnel made available by the client to support TÜV Rheinland in the performance of its services under the contract, unless such personnel have been made available in violation of the contract. If TÜV Rheinland is not liable for the acts of the personnel made available by the client under the foregoing provision, the client shall indemnify itself against any claims made by third parties arising from, in or 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 or on behalf of third parties in Greater China or other regions, the client must comply with the applicable regulations of national and international export control law.
- 13.2 The performance of a contract with the client is subject to the proviso that there are no obstacles to performance due to national or international export trade legislation or embargoes and/or sanctions. In the event of a violation, TÜV Rheinland shall be entitled to terminate the contract with immediate effect and the client shall compensate for the losses incurred thereof by TÜV Rheinland.
- 13.4. **Data protection notice**
  - The client understands and agrees that TÜV Rheinland processes personal data (including but not limited to personal information) of the client and its related parties (including but not limited to the supplier of the client) for the purpose of fulfilling the contract. The client confirms that it has reviewed the content of the data subject, which includes TÜV Rheinland to access, use, or process the personal data that the client collected or processed by itself and transferred to TÜV Rheinland. For certain services, we may also process sensitive personal data. TÜV Rheinland will use and process data in accordance with applicable laws and regulations. If any personal data is disclosed or transferred to any third party or any overseas party outside of the district in which the personal data was collected, the client also confirms that it has reviewed the prior consent of the data subject. TÜV Rheinland will carry out cross-border data transmission and protect the data in compliance with the privacy and personal data security related laws and regulations in China and the local country. TÜV Rheinland will take measures to avoid any leakage, abuse, manipulation, damage or unauthorized access of personal data. The personal data will be deleted immediately as soon as a corresponding request for deletion arises. Data subjects may exercise the following rights: right of information, right of decision, right of rectification, right of deletion, right of processing limitation, right of objection, right of data transferability. In addition, persons concerned by the data processing have the right to revoke their consent at any time with effect for the future, as well as the right to file a complaint with the competent data protection supervisory authority. For further details on the processing of personal data by TÜV Rheinland as the person responsible or contract processor, please refer to the respective data protection information. You can contact the Group Data Protection Officer of TÜV Rheinland AG by e-mail at dataprotection@tuv.com or by post at the following address: TÜV Rheinland AG, c/o Group Data Protection Officer, Am Grauen Stein, 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 disclosed to the client in the quotation.
  - 15.3 If relevant reports, certificates 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 TÜV Rheinland upon request promptly and free of charge. If the client, in response to such a request, is incapable of making available the reference samples and/or documentations, any liability claims 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 GS mark certificates.
  - 15.5 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 gross negligence.
16. **Termination of the contract**
  - 16.1 Notwithstanding clause 3.3 of the GTBC, TÜV Rheinland and the client are entitled to terminate the contract at its entry into, or in the case of services continued in one contract, each of the combined contracts, or individually or independently of TÜV Rheinland, or in the case of the remaining service with six (6) months' notice to the end of the contractually agreed term. The notice period shall be shortened to 30 (thirty) days in case of TÜV Rheinland is prevented from performing the services due to loss or a suspension of its accreditation or notification.
  - 16.2 For good causes, TÜV Rheinland may consider giving a written notice to the client to terminate the contract. The client shall pay the relevant services fees for the services provided by TÜV Rheinland up to the termination date of the contract. The aforesaid good causes includes but not limited to the following:
    - a) the client has committed a material breach of changes in the conditions within the company which are relevant for certification or signs of such changes;
    - b) the client misuses the certificate or certification mark or uses it in violation of the contract;
    - c) the client has committed several consecutive delays in payment to the extent to be considered a substantial deterioration of the financial circumstances of the client occurs and as a result the payment of TÜV Rheinland under the contract are considerably endangered and TÜV Rheinland cannot reasonably be expected to continue to perform the contract;
    - d) in the event of any serious misrepresentation, be it by intentional fraud or grossly negligent conduct;
    - e) the client has committed a material breach of changes in the conditions within the company which are relevant for certification or signs of such changes;
    - f) if TÜV Rheinland, for reasons beyond its control, is temporarily or finally not able or entitled to continue or finalize the performance of the service, e.g. in case of force majeure, government intervention or sanctions;
    - g) if the country/region involved in the whole contract or the specific service project in the contract does not belong to the insurance coverage area of TÜV Rheinland, and TÜV Rheinland is not able to provide the insurance coverage for the contract;
    - h) if there is a risk or some risks beyond its control to cause a claim for damages exist.
 In the event of termination with written notice by TÜV Rheinland for good cause, TÜV Rheinland shall be liable for a lump-sum compensation of 10% of the remuneration to be paid until the end of the fixed contract term as lump-sum compensation. The client reserves the right to prove that there is no risk or some risks beyond its control to cause a claim for damages exist.
  - 16.3 TÜV Rheinland is also entitled to terminate the contract with written notice if the client has not been in compliance with the time windows for auditing services 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 The 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 it to the extent that that Party proves: (a) that such impediment is beyond its reasonable control; and (b) 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 fulfill conditions (a) and (b) under paragraph 1 of this Clause: (i) war (whether declared or not), insurrection, rebellion, military or usurped power, insurrection, act of terrorism, sabotage or piracy; (ii) currency and trade restriction, embargo, sanction; (iii) act of authority whether lawful or unlawful; (iv) compliance with any law or governmental regulation, security of works, security of works, regulation, nationalization; (v) plague, epidemic, natural disaster or extreme natural event; (vi) explosion, fire, destruction of equipment, prolonged breakdown of transport, telecommunication, information system or energy; (vii) general labor disturbance such as boycott, strike and lock-out; go-slow, occupation of factories and premises.
  - 17.3 The force majeure does not constitute a subject to full payment of the remuneration agreed in favour of TÜV Rheinland. In the event of force majeure, the client shall be liable for the contract or the agreed fixed price exceeds €2,500.00 or equivalent value in local currency, TÜV Rheinland shall be entitled to demand appropriate advance payments.
18. **Hardship**
  - 18.1 The Parties are bound to perform their contractual duties even if events have rendered performance more onerous than could reasonably have been anticipated at the time of the conclusion of the contract.
  - 18.2 Notwithstanding paragraph 1 of this Clause, where a Party proves that:
    - a) the continued performance of its contractual duties has become excessively onerous due to an event beyond its reasonable control which it could not reasonably have been expected to have taken into account at the time of the conclusion of the contract; and that
    - b) it could not reasonably have avoided or overcome the event or its consequences, the Parties are bound, within a reasonable time of the invocation of this Clause, to negotiate alternative contractual terms which reasonably allow to overcome the consequences of the event.
 Where Clause 18.2 applies, but where the Parties have been unable to agree alternative contractual terms as provided in that paragraph, the Party invoking this Clause is entitled to terminate the contract, but cannot request adaptation by the judge or arbitrator without the agreement of the other Party.
19. **Partial invalidity, written form, place of jurisdiction and dispute resolution**
  - 19.1 All amendments and supplements must be in writing in order to be effective. This also applies to amendments and supplements to clause 17.1.
  - 19.2 If any provision 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. If 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. If 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.
  - 19.3 Unless otherwise stipulated in the contract, the governing law of the contract and these terms and conditions shall be chosen following the rules as below:
    - a) TÜV Rheinland in question is legally registered and existing in the People's Republic of China, the contracting parties hereby agree that the contract and these terms and conditions shall be governed by the laws of the People's Republic of China.
    - b) TÜV Rheinland in question is legally registered and existing in Taiwan, the contracting parties hereby agree that the contract and these terms and conditions shall be governed by the laws of the Republic of China.
    - c) If TÜV Rheinland in question is legally registered and existing in Hong Kong, the contracting parties hereby agree that the contract and these terms and conditions shall be governed by the laws of Hong Kong.
  - 19.4 Any dispute in connection with the contract and these terms and conditions or the execution thereof shall be settled finally 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 referred to the arbitration institution in question for arbitration. In the case of TÜV Rheinland in question being legally registered and existing in the People's Republic of China, to China International Economic and Trade Arbitration Commission (CIETAC) or in Taiwan, to the Arbitration Panel of CIETAC; in Hong Kong, to the Hong Kong International Arbitration Centre (HKIAC) to be set up by the Arbitration Panel of CIETAC. The arbitration shall take place in Beijing, Shanghai, Shenzhen or Chongqing as appropriately chosen by the claiming party.
  - 19.5 In the case of TÜV Rheinland in question being legally registered and existing in Taiwan, to Chinese Arbitration Association, Taipei to be arbitrated in accordance with its then current Rules of Arbitration. The arbitration shall take place in Taipei.
  - 19.6 In the case of TÜV Rheinland being legally registered and existing in Hong Kong, to the Hong Kong International Arbitration Centre (HKIAC) to be set up by the Arbitration Panel of CIETAC. The arbitration shall take place in Hong Kong.
  - 19.7 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.