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Client: MID OCEAN BRANDS B.V.

Contact Information: 7/F., Kings Tower, 111 King Lam Street, Cheung Sha Wan, Kowloon, Hong Kong

Manufacturer's name: 116003

Test item(s): 1 set of SPIRIT LEVEL PEN WITH RULER

**Identification/
Model No(s):** PRODUCT NAME: SPIRIT LEVEL PEN WITH RULER
MO6559

Sample obtaining method: Sending by customer

Condition at delivery: Test item complete and undamaged.

Sample Receiving date: 2022-03-28; 2022-04-02; 2022-04-11; 2022-04-15

Testing Period: 2022-03-28 to 2022-04-20

Place of testing: Chemical laboratory Shenzhen

Test Specification:	Test result:
1. Total Cadmium Content - REACH regulation (EC) No. 1907/2006 Annex XVII Item 23 and its amendments (EC) No. 552/2009, (EU) No. 494/2011, (EU) No. 835/2012 and (EU) No. 217/2016.	PASS
2. REACH Regulation (EC) No. 1907/2006, the last amendment (EU) 2015/628 entry 63 of Annex XVII - Total Lead Content	PASS
3. Formaldehyde content (EN 717-3)	PASS

Other information:

- (1) Information provided by customer:
Country of Origin: CHINA
Sales Destination: EUROPE
- (2) The report 168363507a 002 supersedes report 168363507a 001.

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



Helen Zhang / Section Manager

2022-04-24

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: PRODUCT NAME: SPIRIT LEVEL PEN WITH RULER
MO6559

Material No.	Material	Color	Location
M001'	Metal + plating	Copper/bright silver	Refer to photo
M002	Bamboo	Natural color	Refer to photo
M003a	Paint	Black	Refer to photo
M004	Metal	Bright silver	Refer to photo
M005	Rubber	Black	Refer to photo
M006	Metal	Bright silver	Refer to photo
M008	Metal	Bright silver	Refer to photo
M009	Ink	Black	Refer to photo
M010	Plastic	Black	Refer to photo
M011	Metal	Bright silver	Refer to photo
M012	Rubber	Black	Refer to photo
M013	Metal	Copper	Refer to photo
M014	Plastic	White	Refer to photo
M015	Plastic	Blue	Refer to photo
M016	Ink	Blue	Refer to photo
M017	Plastic + coating	Transparent/black	Refer to photo
M018	Liquid	Transparent green	Refer to photo

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1.Total Cadmium Content

Test Method: For plastic: EN 1122:2001 (method B)

For metal and other material: Acid digestion, analyzed by AAS/ ICP-OES

Test Result:

Test No.	Material No.	Test Parameter	Unit	RL	Test Result
T001	M005 + M012	Trial 1	mg/kg	10	< RL
		Trial 2	mg/kg	10	--
		Average	mg/kg	10	--
T002	M010 + M015 + M017	Trial 1	mg/kg	10	< RL
		Trial 2	mg/kg	10	--
		Average	mg/kg	10	--
T003	M009 + M016	Trial 1	mg/kg	10	< RL
		Trial 2	mg/kg	10	--
		Average	mg/kg	10	--
T004	M014	Trial 1	mg/kg	10	< RL
		Trial 2	mg/kg	10	--
		Average	mg/kg	10	--
T005	M018	Trial 1	mg/kg	10	< RL
		Trial 2	mg/kg	10	--
		Average	mg/kg	10	--
T006	M003a	Trial 1	mg/kg	10	< RL
		Trial 2	mg/kg	10	--
		Average	mg/kg	10	--

Abbreviation: < = less than

RL = Reporting Limit

mg/kg = milligram per kilogram

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Remark:

*Regulations on Cadmium

		Maximum Permissible Limit				
EU	Legislation	Plastic materials	Paint (wet state)	Paint on the painted articles	Paint (high zinc content)	Metal parts of jewellery and imitation jewellery articles and hair accessories
EC	REACH regulation (EC) No. 1907/2006 Annex XVII Item 23 and its amendments (EC) No. 552/2009, (EU) No. 494/2011, (EU) No. 835/2012 and (EU) No. 217/2016.	100mg/kg	100mg/kg	1000mg/kg	1000mg/kg	100mg/kg

		Maximum Permissible Limit
Country	Legislation	Paint, plastic, plating/ coating of surface treatment
Switzerland	Switzerland Chemikalien-Risikoreduktions-Verordnung-ChemRRV, 814.81, 18 May 2005	100mg/kg

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2.Total Lead

Test Method: CPSC-CH-E1001-08.3, CPSC-CH-E1002-08.3 and CPSC-CH-E1003-09.1 (Microwave method)

Test result:

Test No.	Material No.	Test Parameter	Unit	RL	Regulatory Requirement	Test Result
T002	M005 + M012	Lead Content	%	0.001	0.05	< RL
T003	M010 + M015 + M017	Lead Content	%	0.001	0.05	< RL
T004	M009 + M016	Lead Content	%	0.001	0.05	< RL
T007	M011 + M013	Lead Content	%	0.001	0.05	0.015
T009	M004	Lead Content	%	0.001	0.05	< RL
T010	M006	Lead Content	%	0.001	0.05	< RL
T011	M008	Lead Content	%	0.001	0.05	< RL
T012	M003a	Lead Content	%	0.001	0.05	< RL
T013	M001'	Lead Content	%	0.001	0.05	0.003

Abbreviation: < = less than
 RL = Reporting Limit
 % = percentage

Remark:

* Regulation on Lead:

Country	Legislation	Maximum Permissible Limit
EU	Paragraph 1-6 of Entry 63 of Annex XVII, REACH Regulation (EC) No. 1907/2006	For Jewellery, imitation jewellery, hair accessories, bracelets, necklaces, rings, piercing jewellery, wrist watches, wrist-wear, brooches and cufflinks and parts used for jewellery-making 0.05% (by weight of the individual part)
	Paragraph 7-10 of Entry 63 of Annex XVII, REACH Regulation (EC) No. 1907/2006	Articles supplied to the general public during normal or reasonably foreseeable conditions of use, be placed in the mouth by children 0.05% (by weight of the individual part) The limit shall not apply where it can be demonstrated that the rate of lead release from such an article or any such accessible part of an article, whether coated or uncoated, does not exceed 0,05 µg/cm² per hour (equivalent to 0,05 µg/g/h), and, for coated articles, that the coating is sufficient to ensure that this release rate is not exceeded for a period of at least two years of normal or reasonably foreseeable conditions of use of the article.

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3. Formaldehyde content (EN 717-3)

Test Method: EN 717-3: 1996

Result:

Test No.	Material No.	Formaldehyde Content (mg/kg)			Regulatory Requirement	Moisture content (%)	Density (kg/m³)
		RL: 10					
		Trial 1	Trial 2	Mean			
T001	M002	< RL	< RL	< RL	80	7.9	505

Abbreviation: < = less than
RL = Reporting Limit
mg/kg = milligram per kilogram
% = percentage
kg/m³ = kilogram per cubic metre
NA = Not Applicable

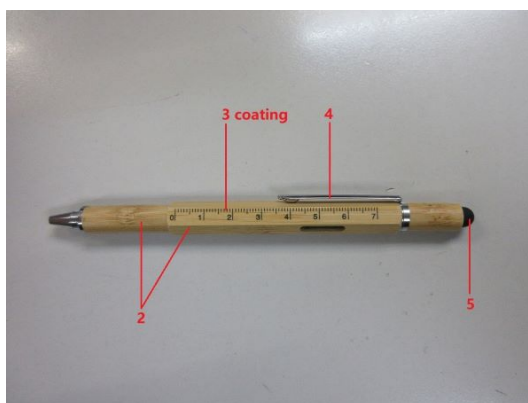
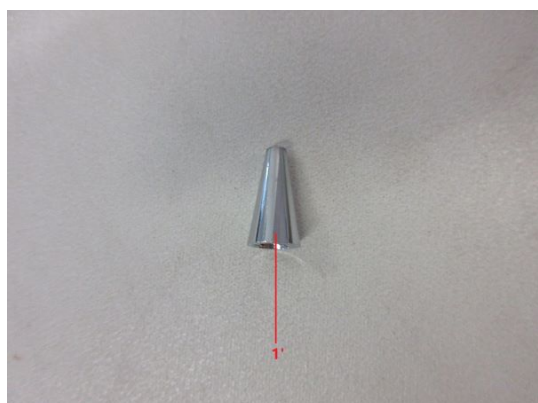
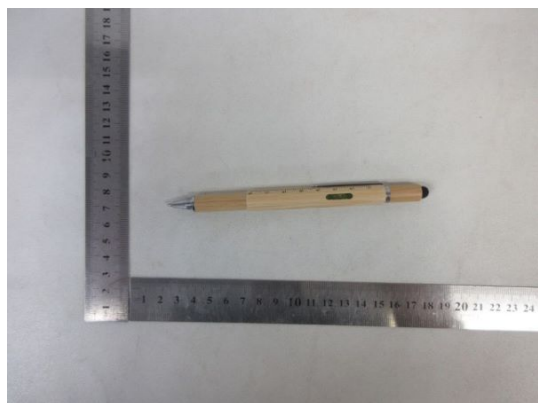
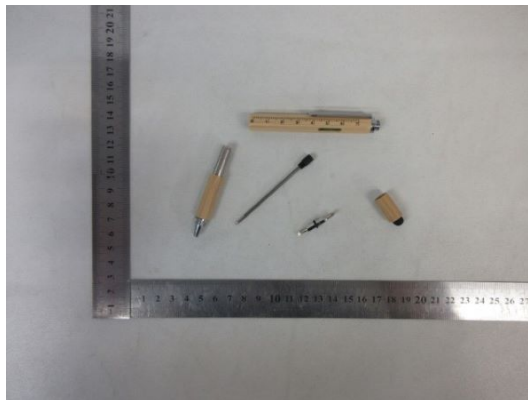
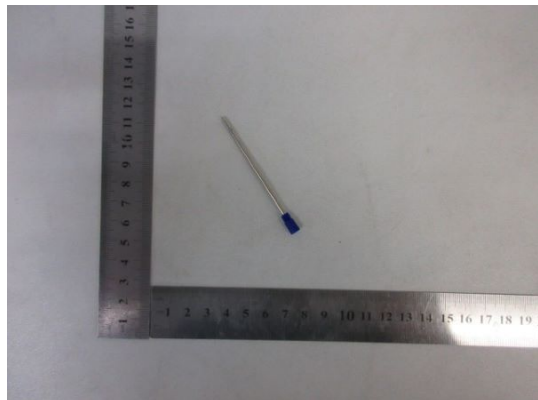
Remark:

*1 The sample was packed in polyethylene bag and wrapped by aluminum foil prior to test.

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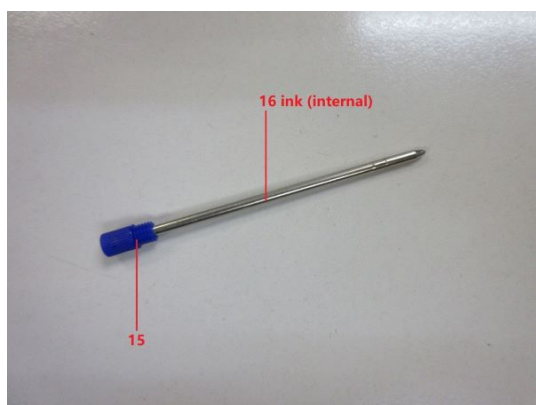
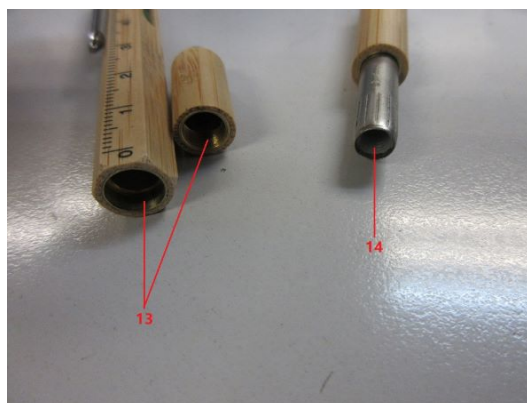
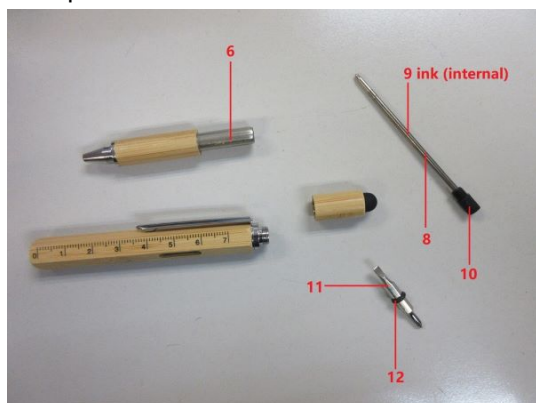
Sample Photos



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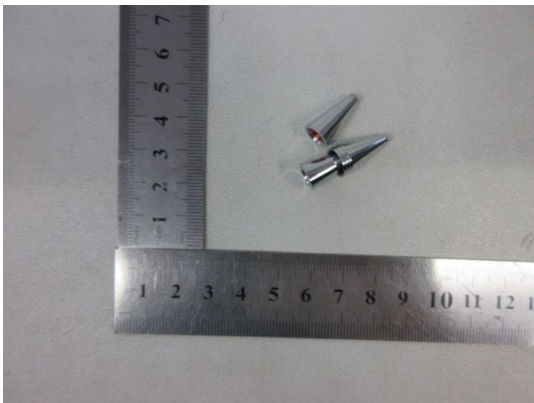
Sample Photos



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Sample Photos



- END -

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

1.	Scope	9.	Acceptance of work	14.	Data protection notice
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 member entities of TÜV Rheinland in Greater China as applicable as the case may be ("client hereinafter"). The Greater China hereof refers to Mainland China, Hong Kong and Taiwan. The client hereunder includes:	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.	14.	TÜV Rheinland processes personal data of the client for the purpose of fulfilling this contract. In addition, TÜV Rheinland also processes the data for other legal purposes in accordance with the relevant legal basis. The personal data of the client will only be disclosed to other natural or legal persons if the legal requirements are met. This also applies to transfers to third countries. The personal data will be deleted immediately as soon as the legal basis for its processing expires. The following rights are given: right of information, 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 data protection policy available on the website www.tuv.com . You can contact the Data Protection Officer of TÜV Rheinland by e-mail at datenschutz@tuv.com or by post at the following address: TÜV Rheinland AG, c/o Group Data Protection Officer, Am Grauen Stein, 51105 Cologne, Germany.
(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;	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.		
(ii)	the incorporated or unincorporated entity duly organized, validly existing and capable to form legally binding contracts under the applicable law.	9.3	The client is not entitled to refuse acceptance due to insignificant breach of contract by TÜV Rheinland.		
1.2	The following terms and conditions apply to agreed services including consultancy services, information, deliveries and similar services as well as ancillary services and other secondary obligations provided within the scope of contract performance.	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.		
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.	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), 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.		
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.	9.6	Insofar as the client has undertaken in the contract to accept services, TÜV Rheinland shall also be entitled to charge lump-sum damages in the amount of 10% of the order amount as compensation for expenses if the 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.		
2.	Quotations			15.	Test materials/samples: transport risk and storage
	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.			15.1	The risk and costs for freight and transport of documents or test materials/samples to and from TÜV Rheinland as well as the costs of necessary disposal measures shall be borne by the client. TÜV Rheinland will be only liable for the direct loss of test materials/samples in the laboratories or warehouses of TÜV Rheinland only in case of gross negligence.
3.	Coming into effect and duration of contracts	10.	Confidentiality	15.2	Any destroyed and otherwise worthless test materials/samples will be disposed of by TÜV Rheinland for the client at the expense of the client, unless otherwise agreed.
3.1	The contract shall come into effect for the agreed terms upon the quotation letter of TÜV Rheinland or a separate contractual document being signed by both contracting parties, or upon the works requested by the client being carried out by TÜV Rheinland. If the client instructs TÜV Rheinland without receiving a quotation from TÜV Rheinland (quotation), TÜV Rheinland is, in its sole discretion, entitled to accept the order by giving written notice of such acceptance (including notice via electronic means requested or by post) immediately after the order is received.	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, receipts, 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 (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 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 analysing the provision of services. 10.2 The disclosing party shall mark all confidential information disclosed in written form as confidential before passing it onto the receiving party. The same applies to confidential information transmitted by e-mail. If confidential information is disclosed orally, the receiving party shall be appropriately informed of the disclosure and the disclosing party shall confirm in writing the confidentiality of the information within five working days of oral disclosure. Where the disclosing party fails to do so within the stipulated period, the receiving party shall not take any confidentiality obligations hereunder towards such information. The client shall avoid using any third party platform and/or system (e.g. Wechat, Dingding, etc.). Unauthorized by TÜV Rheinland) to send any confidential information to TÜV Rheinland. Instead, the client shall send any confidential information to company email of TÜV Rheinland employees through its company email. If the client suffers from any losses or damages due to any theft or leakages to be caused by the adoption of any unauthorized confidential information sharing methods mentioned above, TÜV Rheinland shall be waived for any compensation liabilities.	15.3	Undamaged test materials/samples shall be stored by TÜV Rheinland for four (4) weeks after completion of the test. If a longer storage period is desired, TÜV Rheinland charges an appropriate storage fee.
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.			15.4	After the expiry of the 4 weeks or any longer period agreed upon, the test materials/samples will be disposed of by TÜV Rheinland for the client for a fee in accordance with clause 15.2.
3.3	If the contract provides for an extension of the contract term, the contract term will be extended by the term provided for in the contract unless terminated in writing by either party with a six-week notice prior to the end of the contractual term.			15.5	If test materials/samples or documentations are given to the client to be placed in storage at their premises, the test materials/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 test materials/samples and/or documentation, 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 voided.
4.	Scope of services			16.	Termination of the contract
4.1	The scope and type of the services to be provided by TÜV Rheinland shall be specified in the contractually agreed service scope of TÜV Rheinland by both parties. If no such separate service scope of TÜV Rheinland exists, then the written confirmation of order by TÜV Rheinland shall be decisive for the service to be provided.			16.1	Notwithstanding clause 3.3 of the GTBCB, TÜV Rheinland and the client are entitled to terminate the contract in its entirety or in the case of services combined in one contract, each of the combined parts of the contract individually and independently of the continuation of the remaining services with six (6) months' notice to the end of the contractually agreed term. 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 notification.
4.2	The agreed services shall be performed in compliance with the regulations in force at the time the contract is entered into.	10.3	All confidential information which the disclosing party transmits or otherwise discloses to the receiving party and which is created during performance of work by TÜV Rheinland:	16.2	For good causes, TÜV Rheinland may consider giving a written notice to the client to terminate the contract which includes but not limited to the following:
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.	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;	a)	the client does not immediately notify TÜV Rheinland of changes in the conditions within the company which are relevant for certification or signs of such changes;
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 application in accordance with regulations, nor of the systems in 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 expressly questioned by the client.	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, information reports or documentation to the government authorities, judicial authorities, inspection or third parties that are involved in the performance of the contract;	b)	the client misuses the certificate or certification mark or uses it in violation of the contract;
4.5	In the case of inspection work, TÜV Rheinland shall not be responsible for the accuracy or checking of the safety programmes or safety regulations on which the inspections are based, unless otherwise expressly agreed in writing.	c)	must be treated by the receiving party with the same level of confidentiality as the receiving party uses to protect its own confidential information, but never with a lesser level of confidentiality than that which is reasonably required.	c)	in the event of several consecutive delays in payment (at least three times);
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.	10.4	The receiving party may disclose any confidential information received from the disclosing party only to those of its employees who need this information to perform the services required for the contract. The receiving party undertakes to obligate these employees to observe the same level of secrecy as set forth in this confidentiality clause.	d)	a 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 cannot reasonably be expected to continue the contractual relationship.
4.7	The services to be provided by TÜV Rheinland under the contract are agreed exclusively with the client. A contract of third parties with the services of TÜV Rheinland, as well as making available of and justifying confidence in the work results (test reports, test results, expert reports, etc.) is not part of the agreed 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.	d)	the receiving party developed if itself, irrespective of disclosure by the disclosing party, shall not be deemed to constitute "confidential information" as defined in this confidentiality clause.	e)	in the event of any serious misrepresentation, be it by intentional fraud or grossly negligent behavior of the managers, employees or agents of the client.
5.	Performance periods/dates			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 services, e.g. in case of force majeure, government interference, sanctions, loss of accreditation or notification, or other.
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 given confirmed as binding by TÜV Rheinland in writing.	10.5	Set forth for which the receiving party can furnish proof that:	16.3h	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 owe 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 damage or a considerably lower damage, TÜV Rheinland reserves the right to prove a considerably higher damage in individual cases.
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.	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	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.
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.	b)	it was disclosed to the receiving party by a third party entitled to disclose this information; or	17.	Force Majeure
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.	c)	the receiving party already possessed this information prior to disclosure by the disclosing party; or	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, if and to the extent that that Party proves: (a) that the event or circumstance 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.
5.5	If the performance of TÜV Rheinland is delayed due to unforeseeable circumstances such as force majeure, strikes, business disruptions, governmental regulations, transport obstacles, etc., TÜV Rheinland is entitled to postpone performance for a reasonable period of time which corresponds, at least to the duration of the hindrance plus any time period which may be required to resume performance.	d)	the receiving party developed if itself, irrespective of disclosure by the disclosing party, shall not be deemed to constitute "confidential information" as defined in this confidentiality clause.	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), hostilities, invasion, act of foreign enemies, extensive military mobilization; (ii) civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy; (iii) currency and trade restrictions, embargo of goods, export or import restrictions; (iv) act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, 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.
6.	The client's obligation to cooperate	10.6	All confidential information shall remain the property of the disclosing party. The receiving party hereby agrees to immediately (i) return all confidential information, including all copies, to the disclosing party; and/or (ii) on request by the disclosing party, to destroy all confidential information, including all copies, and confirm the destruction of this confidential information to the disclosing party in writing, at any time if so requested by the disclosing party but at the latest and without special request after termination or expiry of the contract. This does not extend to include reports and certificates prepared for the client solely for the purpose of fulfilling the obligations under the contract which shall remain with the client. However, TÜV Rheinland is entitled to make file copies of such reports, certificates and confidential information that forms the basis for preparing these reports and certificates in order to evidence the correctness of its results and for general documentation purposes required by laws, regulations and the requirements of working procedures of TÜV Rheinland.	17.3	The Party successfully invoking this Clause is relieved from its duty to perform its obligations under the contract and from any liability in damages or from any other contractual remedy for breach of contract, from the time at which the impediment causes inability to perform, provided that the notice thereof is given without delay. If notice thereof is not given without delay, the relief is effective from the time at which notice thereof reaches the other Party. Where the effect of the impediment or event invoked is temporary, the above consequences shall apply only as long as the impediment invoked impedes performance by the affected Party. Where the duration of the impediment invoked has the effect of substantially depriving the contracting Parties of what they were reasonably entitled to expect under the contract, either Party has the right to terminate the contract by notification within a reasonable period to the other Party. Unless otherwise agreed, the Parties expressly agree that the contract may be terminated by either Party if the duration of the impediment exceeds 120 days.
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.	11.	Copyrights and rights of use, publications	18.	Hardship
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:	11.1	TÜV Rheinland shall retain all exclusive copyrights in the reports, expert reports/opinions, test reports/results, results, calculations, presentations etc. prepared by TÜV Rheinland, unless otherwise agreed by the parties in a separate agreement. As the owner of the copyrights, TÜV Rheinland is free to grant others the right to use the work results for individual or all types of use ("right of use")	18.1	The Parties are bound to perform their contractual duties even if events have rendered performance more onerous than could reasonably be foreseen at the time of the conclusion of the contract.
a)	It has required statutory qualifications;	11.2	The client receives a simple, unlimited, non-transferable, non-sublicenseable right of use to the contents of the work results produced within the scope of the contract, unless otherwise agreed by the parties in a separate agreement. The client may only use such reports, expert reports/opinions, test reports/results, results, calculations, presentations etc. prepared within the scope of the contract for the contractually agreed purpose.	18.2	Notwithstanding paragraph 1 of this Clause, where a Party proves that:
b)	the product, service or management system to be certified complies with applicable laws and regulations; and	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.	(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
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.	11.4	The client may only 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.	(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.
If the client breaches the aforesaid representations and warranties, TÜV Rheinland is entitled to i) immediately terminate the contract/order without prior notice; and ii) withdraw the issued testing certificates if any.		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. needs the prior written approval of TÜV Rheinland in each individual case.	18.3	Where Clause 18.2 applies, but where the Parties have been unable to agree alternative contractual terms as provided in paragraph 1 of this Clause, 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.
6.3	The client shall bear any additional cost incurred on account of work having to be redone or being delayed as a result of late, incorrect or incomplete information provided by or lack of proper cooperation from the client. Even where a fixed or maximum price is agreed, TÜV Rheinland shall be entitled to extra charge fees for such additional expense.	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.		
7.	Prices	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.	19.	Partial invalidity, written form, place of jurisdiction and dispute resolution
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.	12.	Liability of TÜV Rheinland	19.1	All amendments and supplements must be in writing in order to be effective. This also applies to amendments and supplements to this clause 17.1.
7.2	Unless otherwise agreed, work shall be invoiced according to the progress of the work.	12.1	Irrespective 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 annually recurring services, the agreed annual fee; (iii) in the case of a contract expressly charged on a time and material basis, a maximum of 20,000 Euro or equivalent amount in local currency; and (iv) in the case of a framework agreement that provides for the possibility of placing individual orders, three times of the fee for the individual order under which the damages or losses have occurred. Notwithstanding the above, in the event that the total and accumulated liability calculated according to the foregoing provisions exceeds 2.5 Million Euro or equivalent amount in local currency, the total and accumulated liability of TÜV Rheinland shall be only limited to and shall not exceed the said 2.5 Million Euro or equivalent amount in local currency.	12.2	The limitation of liability according to article 12.1 above shall not apply to damages and/or losses caused by malice, intent or gross negligence on the part of TÜV Rheinland or its vicarious agents. Such limitation shall not apply to damages for a person's death, physical injury or illness.
7.3	If the execution of an order extends over more than one month and the value of the contract or the agreed fixed price exceeds €2,500.00 or equivalent value in local currency, TÜV Rheinland may demand payments on account or in instalments.	12.3	In cases involving a fundamental breach of contract, TÜV Rheinland will be liable even where minor negligence is involved. For this purpose, a "fundamental breach" is breach of a material contractual obligation, the performance of which permits the due performance of the contract. Any claim for damages for a fundamental breach of contract shall be limited to the amount of damages reasonably foreseen as a possible consequence of such breach of contract at the time of the breach (reasonably foreseen) by the client.	12.4	Any dispute in connection with the contract and these terms and conditions or the execution thereof shall be settled friendly through negotiations.
8.	Payment terms	12.4	TÜV Rheinland shall not be liable for the acts of the personnel made available by the client to support TÜV Rheinland in the performance of its services under the contract, unless such personnel made available is regarded as vicarious agent of TÜV Rheinland. If TÜV Rheinland is not liable for the acts of the personnel made available by the client under the foregoing provision, the client shall indemnify TÜV Rheinland against any claims made by third parties arising from or in connection with such personnel's acts.	12.5	Unless otherwise stipulated in the contract, if no settlement or no agreement in respect of the extension of the negotiation period can be reached within two months of the arising of the dispute, the dispute shall be submitted:
8.1	All invoice amounts shall be due for payment without deduction on receipt of the invoice. No discounts and rebates shall be granted.	12.5	Unless otherwise contractually agreed in writing, TÜV Rheinland shall only be liable under the contract to the client.	a)	in the case of TÜV Rheinland in question being legally registered and existing in the People's Republic of China, to the Arbitration Commission (CIETAC) to be settled by arbitration under the Arbitration Rules of CIETAC in force when the arbitration is submitted. The arbitration shall take place in Beijing, Shanghai, Shenzhen or Chongqing as appropriately chosen by the claiming party.
8.2	Payments shall be made to the bank account of TÜV Rheinland as indicated on the invoice, stating the invoice and client numbers.	12.6	The limitation periods for claims for damages shall be based on statutory provisions.	b)	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.
8.3	In cases of default of payment, TÜV Rheinland shall be entitled to claim default interest at the applicable short term loan interest rate publicly announced by a reputable commercial bank in the country where TÜV Rheinland is located. At the same time, TÜV Rheinland reserves the right to claim further damages.	12.7	None of the provisions of this article 12 charges the burden of proof to the disadvantage of the client.	c)	in the case of TÜV Rheinland being legally registered and existing in Hong Kong, to Hong Kong International Arbitration Centre (HKIAC) to be settled by arbitration under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted in accordance with these rules. The arbitration shall take place in Hong Kong.
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.	13.	Export control		
8.5	The provisions set forth in article 8.4 shall also apply in cases involving returned cheques, cessation of payment, commencement of insolvency proceedings against the client's assets or cases in which the commencement of insolvency proceedings has been dismissed due to lack of assets.	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.		
8.6	Objections to the invoices of TÜV Rheinland shall be submitted in writing within two weeks of receipt of the invoice.	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 foreign trade legislations 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.		
8.7	TÜV Rheinland shall be entitled to demand appropriate advance payments.				
8.8	TÜV Rheinland shall be entitled to raise its fees at the beginning of a month if overheads and/or purchase costs have increased. In this case, TÜV Rheinland shall notify the client in writing of the rise in fees. This notification shall be issued one month prior to the date on which the rise in fees shall come into effect (period of notice of changes in fees). If the rise in fees remains under 5% per contractual year, the client shall not have the right to terminate the contract. If the rise in fees exceeds 5% per contractual year, the client shall be entitled to terminate the contract by the end of the period of notice of changes in fees. If the contract is not terminated, the changed fees shall be deemed to have been agreed upon by the time of the expiry of the notice period.				
8.9	Only legally established and undisputed claims may be offset against claims by TÜV Rheinland.				
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.				