

Test Report No. 报告号: 180303486b 001

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Client: 向日葵环保科技有限公司
客户 Sunflower Environmental Protection Technology(Henan) Co., Ltd.

Address: 河南省信阳市光山县先进制造业开发区工业大道与西三环交叉口 01 号
地址 No.01, Intersection of Industrial Avenue and Western 3rd Ring Road, Advanced Manufacturing Development Zone, Guangshan County, Xinyang City, Henan Province

生厂商: 向日葵环保科技有限公司
Manufacturer Sunflower Environmental Protection Technology(Henan) Co., Ltd.

销售商: 东莞市绿罗环保科技有限公司
Seller DONGGUAN LVLUO ENVIRONMENTAL PROTECTION TECHNOLOGY CO.,LTD.

Test item(s): 单格盘
测试样品 LV-0178

Sample obtaining method: Sending by customer
样品获取方式 客户送样

Condition at delivery: Test item complete and undamaged.
样品接收状态 样品完整无损坏。

Sample Receiving date: 2024-08-26
收件日期

Testing Period: 2024-08-26 to 2024-09-02
测试日期

Place of testing: Chemical laboratory Ningbo
测试地点 莱茵宁波化学实验室

测试说明 / Test specification:

样品的测试结果符合以下标准的相关基本要求 / The test results of the samples are in compliance with the following corresponding general requirements:

Please refer to "Test Result Summary List" on page 3 for details

请参考第 3 页项目测试列表

Other Information / 其他信息:

样品编号: A003801901-001

原产国: 中国

For and on behalf of TÜV Rheinland / CCIC (Ningbo) Co., Ltd.

莱茵技术-商检(宁波)有限公司



梁翠

梁翠 / 部门经理

2024-09-05

Date 日期

Name 姓名 / Position 职位

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.

样品信息由客户提供。测试结果根据所做测试的种类和范围而得出。

本测试报告仅对来样负责。未经本测试中心许可，测试报告不得部分复制。不能根据此报告在上述产品或类似产品上使用任何安全标志

本测试报告中，描述符合性声明所应用的判定规则发布在我司官网 <https://www.tuv.com/landingpage/en/qm-gcn/>。

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1 表明/ Indication: 食品接触 / Food contact

产品 / Product: 日用品, 与食品接触 / Commodity, contact with foodstuff

Description of test specimen 测试样品描述

Item 样品

1 单格盘

1. Material List: 材料清单

Sample No. 样品编号	Material 材质	Color 颜色	Location 位置
M001	Paper / 纸张	Brown / 棕色	Plate / 盘子



2. Overall Results: 整体结果

Test No. 测试编号	Tested Item 测试项目	Conclusion 结论
1	感官测试 / Sensorial examination	PASS 符合
2	砷, 铅含量 / Total content of As, Pb	PASS 符合
3	纸制品的重金属迁移 (以铅计) / Specific Release of Heavy Metals (Expressed as Lead) from Paper	PASS 符合
4	纸的总迁移量 / Global Migration from Paper	PASS 符合
5	纸的 1, 3-二氯-2-丙醇和 3-氯-1, 2-丙二醇萃取 / Extraction of 1,3 Dichloro-2-propanol and 3-Monochloro-1,2-propanediol in paper	PASS 符合
6	纸的甲醛萃取 / Extractive Formaldehyde in Paper	PASS 符合
7	荧光增白剂的测定 / Determination of Fluorescent Brightener	PASS 符合



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3. Results 结果

3.1 感官测试 / Sensorial examination

测试方法 / GB 5009.156-2016 食品安全国家标准 食品接触材料及制品迁移试验预处理方法通则

Test method: GB 31604.1-2015 食品安全国家标准 食品接触材料及制品迁移试验通则

The test was performed with reference to GB 5009.156-2016, GB 31604.1-2015.

限值 / Limit: GB 4806.8-2022 食品安全国家标准 食品接触用纸和纸板材料及制品

GB 4806.8-2022 Chinese National Food Safety Standard for Food Contact Paper and Board Materials and Paper Products

应用以下食物模拟剂和条件 / The following food simulants and conditions were applied:

食物模拟剂 / Food simulant	测试时间 / 温度 Test duration / Temperature
4% 乙酸 / Acetic acid 4 %	2 hour(s) / 70 °C
95% 乙醇 / Ethanol 95 %	2 hour(s) / 60 °C
异辛烷 / Isooctane	0.5 hour(s) / 40 °C

测试编号 / Test No.:	T001	
测试样本编号 / Sample No.:	M001	
参数 / Parameter:	要求 / Requirement	结果 / Result
感官 / Sensory	色泽正常, 无异臭、霉斑或其他污物 / Normal luster, no foreign odor, mildew or other impurity.	合格 / Pass
浸泡液 / Soaking liquid	迁移试验所得浸泡液不应有着色、异臭等感官性的劣变 / No coloring or foreign odor and other sensory deterioration in soaking liquids of migration testing.	合格 / Pass



3.2 砷, 铅含量 / Total content of As, Pb

测试方法 / GB 31604.34 2016 食品安全国家标准 食品接触材料及制品 铅的测定和迁移量的测定
Test Method: GB 31604.38 2016 食品安全国家标准 食品接触材料及制品 砷的测定和迁移量的测定
The test was performed with reference to GB 31604.34-2016, GB 31604.38-201

测试要求 / GB 4806.8-2022 食品安全国家标准 食品接触用纸和纸板材料及制品
Limit: GB 4806.8-2022 Chinese National Food Safety Standard for Food Contact Paper and Board Materials and Paper Products

测试编号 / Test No.:	T001		
测试样本编号 / Sample No.:	M001		
参数 / Parameter	单位 / Unit	结果 / Result	限值 / Limit
砷 / Arsenic (As)	mg/kg	< 1.0	1.0
铅 / Lead (Pb)	mg/kg	< 1.0	3.0

缩写 / Abbreviations:

mg/kg = 毫克每千克 / Milligram per kilogram

< = 小于 / Less than



3.3 纸制品的重金属迁移 (以铅计) / Specific Release of Heavy Metals (Expressed as Lead) from Paper

测试方法 / GB 31604.9-2016 食品安全国家标准 食品接触材料及制品 食品模拟物中重金属的测定
 Test method: The test was performed with reference to GB 31604.9-2016.

测试要求 / GB 4806.8-2022 食品安全国家标准 食品接触用纸和纸板材料及制品
 Limit: GB 4806.8-2022 Chinese National Food Safety Standard for Food Contact Paper and Board Materials and Paper Products

应用以下食物模拟剂和条件 / The following food simulant and condition was applied:

食品模拟物 / Food simulant	测试时间 / 温度 Test duration / Temperature
4% 乙酸 / Acetic acid 4 %	2 hour(s) / 60 °C

测试编号 / Test No.:	T001		
测试样本编号 / Material No.:	M001		
参数 / Parameter	单位 / Unit	结果 / Result	限值 / Limit
铅 / Lead	mg/kg	<1	1

缩写 / Abbreviations:

mg/kg = 毫克每千克 / Milligram per kilogram

< = 小于 / Less than



3.4 纸的总迁移量 / Global Migration from Paper

测试方法 / GB 5009.156-2016 食品安全国家标准 食品接触材料及制品迁移试验预处理方法通则

Test Method: GB 31604.1-2015 食品安全国家标准 食品接触材料及制品迁移试验通则

GB 31604.8-2021 食品安全国家标准 食品接触材料及制品 总迁移量的测定

The test was performed with reference to GB 5009.156-2016, GB 31604.1-2015 & GB 31604.8-2021.

测试要求 / GB 4806.8-2022 食品安全国家标准 食品接触用纸和纸板材料及制品

Limit: GB 4806.8-2022 Chinese National Food Safety Standard for Food Contact Paper and Board Materials and Paper Products

应用以下食物模拟剂和条件 / The following food simulant and condition was applied:

食品模拟物 / Food simulant	测试时间 / 温度 Test duration / Temperature
4% 乙酸 / Acetic acid 4 %	2 hour(s) / 70 °C
95% 乙醇 / Ethanol 95 %	2 hour(s) / 60 °C
异辛烷 / Isooctane	0.5 hour(s) / 40 °C

测试编号 / Test No.:	T001		
测试样本编号 / Material No.:	M001		
迁移比率 / Migration ratio:	360 ml / 2.16 dm ²		
参数 / Parameter	单位 / Unit	结果 / Result	限值 / Limit
95% 乙醇 / Ethanol 95 %	mg/dm ²	<2	10
异辛烷 / Isooctane	mg/dm ²	<2	10
三氯甲烷提取物 / Chloroform extractive ^(*1)			
4% 乙酸 / Acetic acid 4 %	mg/dm ²	<2	10

备注 / Remark (will be marked on the result if applicable):

- *1 如果按照规定选择的食品模拟剂测得的总迁移量超过 10mg/dm² 时应按照 GB 31604.8-2021 中的 5.3 测定三氯甲烷提取物, 并以测得的三氯甲烷提取量进行结果判定。 / If global migration exceeds limit 10 mg/dm², Chloroform extractive test acc. to GB 31604.8-2021, part 5.3 should be performed.



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3.5 纸的 1, 3-二氯-2-丙醇和 3-氯-1, 2-丙二醇萃取 / Extraction of 1,3 Dichloro-2-propanol and 3-Monochloro-1,2-propanediol in paper

测试方法 / GB 4806.8-2022 食品安全国家标准 食品接触用纸和纸板材料及制品 附录A 热水提取试液制备; 附录C 水提取液中1, 3-二氯-2-丙醇和3-氯-1, 2-丙二醇含量的测定
 Test method: The extraction was performed acc. to GB 4806.8-2022, Annex A (Hot Water Extraction); Determination acc. to GB 4806.8-2022, Annex C

测试要求 / GB 4806.8-2022 食品安全国家标准 食品接触用纸和纸板材料及制品
 Limit: GB 4806.8-2022 Chinese National Food Safety Standard for Food Contact Paper and Board Materials and Paper Products

测试编号 / Test No.:	T001				
测试样本编号 / Sample No.:	M001				
参数 / Parameter	CAS 编号 / CAS No.	单位 / Unit	报告限 / RL	结果 / Result	限值 / Limit
1, 3-二氯-2-丙醇/ 1,3-Dichloro-2-propanol	96-23-1	µg/L	2	< RL	不得检出 / n.d.
3-氯-1, 2-丙二醇/ 3-Monochloro-1,2-propanediol	96-24-2	µg/L	2	< RL	12

缩写 / Abbreviations:

RL = 报告限值 / Reporting Limit

µg/L = 微克每升 / Microgram per liter

< = 小于 / Less than

n.d. = 未检出 / Not detected



3.6 纸的甲醛萃取 / Extractive Formaldehyde in Paper

测试方法 / GB 4806.8-2022 食品安全国家标准 食品接触用纸和纸板材料及制品 附录A 热水提取试
Test method: 液制备;

GB 31604.48-2016 食品安全国家标准 食品接触材料及制品 甲醛迁移量的测定。

The extraction was performed acc. to GB 4806.8-2022, Annex A (Hot Water Extraction);
Determination acc. to GB 31604.48-2016.

测试要求 / GB 4806.8-2022 食品安全国家标准 食品接触用纸和纸板材料及制品

Limit: 4806.8-2022 Chinese National Food Safety Standard for Food Contact Paper and Board
Materials and Paper Products

测试编号 / Test No.:	T001		
测试样本编号 / Sample No.:	M001		
参数 / Parameter	单位 / Unit	结果 / Result	限值 / Limit
甲醛 / Formaldehyde	mg/dm ²	< 1.0	1.0

缩写 / Abbreviations:

mg/dm² = 毫克每平方米 / Milligram per square decimetre

< = 小于 / Less than



3.7 荧光增白剂的测定 / Determination of Fluorescent Brightener

测试方法 / GB 31604.47-2016 食品安全国家标准 食品接触材料及制品 纸、纸板及纸制品中荧光增白剂的测定
Test method:

The test was performed with reference to GB 31604.47-2016

测试要求 / 根据GB 4806.8-2022 食品安全国家标准 食品接触用纸和纸板材料及制品要求, 测试样品在 波长254纳米和365纳米紫外线照射下, 对比空白样不得有明显荧光现象。

Limit: *According GB 4806.8-2022, there shall be no fluorescence observed under UV light at a wavelength of 254nm and 365 nm of the sample when compared to the blank.*

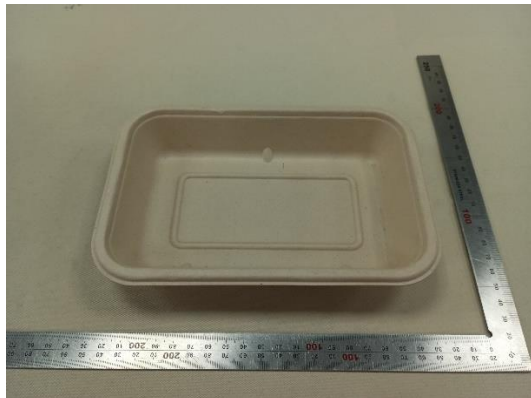
测试编号 / Test No.:	T001
测试样本编号 / Sample No.:	M001
参数 / Parameter	结果 / Result
荧光性物质 / Fluorescent Brightener	阴性 / Negative



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4. Sample picture(s): 样品照片



- END 结束 -



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 ("GTCB") 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 hereof refers to Mainland China, Hong Kong and Taiwan. The client hereof includes:
- (i) a natural person capable to form legally binding contracts under the applicable laws who concludes the contract not for the purpose of a daily use;
 - (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 the 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 GTCB shall also apply to future contracts with the client without TÜV Rheinland having to refer to them separately in each individual case.

2. Quotations

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

3. Coming into effect and duration of contracts

- 3.1 The contract shall come into effect for the agreed terms upon the quotation letter of TÜV Rheinland or a separate contractual document being signed by both contracting parties, or upon the works requested by the client being carried out by TÜV Rheinland, if the client instructs TÜV Rheinland without receiving a quotation from TÜV Rheinland (quotation). TÜV Rheinland is, in its sole discretion, entitled to accept the order by given written notice of such acceptance (including notice sent via electronic means) or by performing the requested services.
- 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 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 exists, then the written confirmation of order by 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, products, processes, installations, organizations not listed in the service description, as well as the intended use and application of materials) are not owed. In particular, no responsibility is assumed for the design, selection of materials, construction or intended use of an examined part, product, 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 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 programmes or safety regulations which the inspections are based on, 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 of and justifying confidence in the work results (test reports, test results, expert reports, etc.) is not part of the agreed services. This also applies if the client passes on work results, in full or in extract, to third parties in accordance with clause 11.4.

5. Performance period/dates

- 5.1 The contractually agreed period/dates of performance are based on estimates of the work involved which are prepared in line with the details provided by the client. They shall only be binding if 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 approval by the client, to all extensions of agreed period/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 duty 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, government 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.
- 5.6 If the client is obliged to comply with legal, officially prescribed and/or by the accreditator 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.
- 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 reports/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 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 €2,500.00 or equivalent value in local currency, TÜV Rheinland may demand payments on account or in instalments.

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 loan interest rate publicly announced by a reputable commercial bank in the country where TÜV Rheinland is located. At the same time, TÜV Rheinland reserves the right to claim further damages.
- 8.4 Should the client default in payment of the invoice despite being granted a reasonable grace period, TÜV Rheinland shall be entitled to cancel the contract, withdraw the certificate, claim damages for non-performance and refuse to continue performance of the contract.
- 8.5 The provisions set forth in article 8.4 shall also apply in cases involving returned checks, 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.
- 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 month. In this case, TÜV Rheinland shall be entitled to raise its 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.

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 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 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 of a certification procedure for auditing/performance by TÜV Rheinland and the certificate is therefore to be withdrawn (e.g. performance of surveillance audits) 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 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 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.

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, pricing and financial information, customer and supplier information, and marketing techniques or 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 format. Confidential information is expressly not the data and know-how collected, compiled or otherwise used by TÜV Rheinland and not intended for the provision of services. 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 approved in writing by the disclosing party that it shall remain confidential in writing the confidentiality nature of the information within five working days of oral disclosure. Where the disclosing party fails to do so within the stipulated period, the receiving party shall not take any confidentiality obligations to consider towards the disclosing party. The client shall avoid using any third party platform and/or system (e.g. Wechat, 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. Likewise, the client shall not send any confidential information to any other third party without the written consent of TÜV Rheinland. If the client discloses any confidential information or damages due to any theft or leakage to be caused by the adoption of any unauthorized confidential information sharing methods mentioned above, TÜV Rheinland shall be waived for any compensation liabilities.
- 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:
- 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 which is reasonably required.
- 10.4 The receiving party may disclose any confidential information received from the disclosing party only to those of its employees who need this information to perform the services required for the contract. The receiving party undertakes to oblige these employees to observe the same level of secrecy as set forth in this confidentiality clause.
- 10.5 Information for which the receiving party can furnish proof that:

- a) it was generally known at the time of disclosure or has become general knowledge without violation of 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; or
 - 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 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 contract 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 documents which are 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 to a 10th self.
11. Copyrights and rights of use, publications
- 11.1 TÜV Rheinland shall retain all exclusive copyrights in the reports, expert reports/options, test reports/results, results, calculations, presentations etc. prepared by TÜV Rheinland, unless otherwise agreed by 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").

- 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 parties in a separate agreement. The client may only use such reports, expert reports/options, test reports/results, results, calculations, presentations etc. prepared within the scope of the contract for the contractually agreed purpose.
- 11.3 The transfer of right of use of the generated work results regulated in clause 11.2. of the GTCB 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 need the prior written consent 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 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 Respective 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 annual 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.
- 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 foreseeable 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 made available is regarded as vicarious agent of TÜV Rheinland. If TÜV Rheinland is not liable for the acts of the personnel made available by the client under the foregoing provision, the client shall indemnify TÜV Rheinland against any claims made by third parties arising from or in connection with such personnel's acts.
- 12.5 Unless otherwise contractually agreed in writing, TÜV Rheinland shall only be liable under the contract to the client.
- 12.6 The limitation periods for claims for damages shall be based on statutory provisions.
- 12.7 None of the provisions of this article 12 changes the burden of proof to the disadvantage of the client.

13. Export control

- 13.1 When passing on the services provided by TÜV Rheinland or parts thereof to third parties in Greater China or other regions, the client must comply with the respectively applicable regulations of national and international export control 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 foreign trade legislations or embargos 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.

14. 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 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 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 the data in accordance with the relevant legal basis. If any personal data has 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 also confirms that it has obtained 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 reason 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 client's personal responsible, TÜV Rheinland is pleased to refer to the respective data protection information. You can contact the Group Data Protection Officer of TÜV Rheinland 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 reference samples or documentations are given to the client to be placed in storage at their premises, the reference samples or documentations must be made available to TÜV Rheinland upon request promptly and free of charge. In the event of a dispute, TÜV Rheinland is responsible for making available the reference 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.
- 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 GTCB, 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 in its entirety, if the client, in response to the such request, is incapable of making available the reference 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 is voided. The notice period 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, or other.
- 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:
- a) the client does not immediately notify TÜV Rheinland of changes in the conditions within the company which are relevant for certification or signs of such changes;
 - b) the client misses the certificate or certification mark or uses it in violation of the contract;
 - c) in the event of several consecutive delays in payment (at least three times);
 - d) a substantial 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.
- 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;
- f) if TÜV Rheinland, for reasons beyond its control, is temporarily or finally not able or entitled to continue or fulfill the performance of the service, e.g. in case of force majeure, government interference, sanctions, loss of accreditation or notification, or other.
- 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 owe 15% of the remuneration to be paid until the end of the fixed contract term as lump-sum claim for damages. If the client reserves the right to terminate the contract, 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 claim for damages. If the client reserves the right to terminate the contract, TÜV Rheinland shall be entitled to a lump-sum claim for damages against the client if the conditions of a claim for damages exist. 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