

**Test Report No.:** 0144171995b 001

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**Client:** PANDOO GMBH  
Blarerstr. 56

**Buyer's name:** PANDOO GMBH

**Factory's name:**

**Test item(s):** Thermo flasks

**Identification/** THERMO FLASKS  
**Model No(s):** MODEL NO.: POBTF01 - 4280001327399

**Sample Receiving date:** 2018-01-02

**Delivery condition:** Apparent good, Samples tested as received

**Test specification:**

Selected tests for the suitability for contact with foodstuffs complied with the following regulations:

- Regulation (EC) no 1935/2004 on materials and articles intended to come into contact with food.

**Test result:**

PASS

**Other Information:**

Testing period: 2018-01-09 – 2018-01-22

Information provided by client:  
Export to: Germany

For and on behalf of  
TÜV Rheinland (Hong Kong) Ltd.

2018-02-07  
Date



Edward To / Key Account Manager  
Name/Position

Test result is drawn according to the kind and extent of tests performed.

This test report relates to the a. m. 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.

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**Material List:**

Item: THERMO FLASKS  
MODEL NO.: POBTF01 - 4280001327399

Material No.	Material	Color	Location
M001	Whole product	-	Thermo flasks
M002	PP plastic	Off-white	Lid

## Test Results

### 1. Sensorial examination

**Test method:** It is examined to the extent of food simulant being used, which comes into contact with the product, undergoes detectable changes in taste and smell.

For this purpose, the food simulant was stored in the product under the below mentioned time and temperature. Afterwards, the food simulant was examined by an appropriate number of tasters with regard to any divergence in smell and taste. Another test sample, which was used as a reference, was treated by the same way except that it had no contact with the product to be tested.

*Before testing, the product had been cleaned according to the product's instruction manual or in the absence of such manual, by normal household cleaning.*

The test is carried out on the basis of ISO 13302 by paired comparison test:

**Evaluation scheme:**

- 0 = No discernible deviation
- 1 = Barely discernible deviation
- 2 = Weak deviation
- 3 = Clear deviation
- 4 = Strong deviation
- Limit: 3 (failed)

The following food simulants and conditions were applied:

Food simulant	Test duration / Temperature
Water	Fill with boiling water and let stand at 40°C for 24 hours

Test No.:	T001
Material No.:	M001
<b>Parameter:</b>	<b>Result</b>
Transfer of Smell:	1
Transfer of Taste:	2

The submitted product is inconspicuous with regard to the transfer of smell and taste to the food simulant.

## 2. Global Migration from Plastic

**Test method:** The migratory behaviour is examined with reference to Chapter V, Article 18 of Commission Regulation 10/2011 and its amendments. Deviating to the regulations the following tests were performed as orientating single tests.

**Limit:** Commission Regulation (EU) No 10/2011 and its amendments

The following food simulants and conditions were applied:

Food simulant	Test duration / Temperature
3% Acetic acid	Fill with boiling 3% Acetic acid and let stand at 40°C for 24 hours
50% Ethanol	Fill with boiling 50% Ethanol and let stand at 40°C for 24 hours

Test No.:	T001		
Material No.:	M001		
Parameter	Unit	Result	Limit
3% Acetic acid	mg/dm <sup>2</sup>	<2.0	10
95% Ethanol	mg/dm <sup>2</sup>	<2.0	10

### Abbreviations:

mg/dm<sup>2</sup> = Milligram per square decimetre

< = Less than

### Remarks:

- \*1. Ratio of food contact surface area to volume used to establish the compliance of the material is 1dm<sup>2</sup> : 86ml.
- \*2. The examined item meets the requirement.

### 3. Specific Migration of metals, Metal-release from Plastic

**Test method:** The migratory behaviour is examined with reference to Chapter V, Article 18 of Commission Regulation 10/2011 and its amendments. The determination of amounts of metals that were released is done via ICP-MS.

**Limit:** Commission Regulation (EU) No 10/2011 and its amendments

The following food simulant and condition was applied:

Food simulant	Test duration / Temperature
3% Acetic acid	Fill with boiling 3% Acetic acid and let stand at 40°C for 24 hours

Test No.:	T001		
Material No.:	M001		
Parameter	Unit	Result	Limit
Barium	mg/kg	< 0.1	1
Cobalt	mg/kg	< 0.01	0.05
Copper	mg/kg	< 0.1	5
Iron	mg/kg	< 1.0	48
Lithium	mg/kg	< 0.1	0.6
Manganese	mg/kg	< 0.1	0.6
Zinc	mg/kg	< 1.0	5(*2)
Aluminium	mg/kg	<0.1	1(*3)
Nickel	mg/kg	< 0.01	0.02(*4)

#### Abbreviations:

mg/kg = Milligram per kilogram

< = Less than

#### Remarks:

- \*1. The examined item meets the requirement.
- \*2. The migration limit for Zinc of 5 mg/kg shall be applied from 14 September 2018 according to Commission Regulation (EU) 2016/1416. The migration limit of 25 mg/kg is still accepted and considered as pass.
- \*3. The migration limit for Aluminium of 1 mg/kg shall be applied from 14 September 2018 according to Commission Regulation (EU) 2016/1416. During the transitional period, aluminium release is not considered for compliance evaluation.
- \*4. The migration limit for Nickel of 0.02 mg/kg shall be applied from 19 May 2019 according to Commission Regulation (EU) 2017/752. During the transitional period, Nickel release is not considered for compliance evaluation.

#### 4. Specific Release of Metals

**Test method:** The sample preparation is performed with reference to "Technical Guide on Metals and alloys used in food contact materials". Test conditions were chosen with reference to Directive 82/711/EEC, Council Directive 85/572/EEC and its corresponding regulations. The determination of amounts of metals that were released is done via ICP-OES and ICP-MS with reference to ISO 11885:2007 / DIN EN ISO 17294, respectively.

**Limit:** Technical Guide on Metals and alloys used in food contact materials

The following food simulant and condition was applied:

Food simulant	Test duration / Temperature
0.5% Citric Acid	Fill with boiling 0.5% Citric Acid and let stand at 40°C for 24 hours

Test No.:		T001			
Material No.:		M001			
Volume to surface area ratio		68 ml / dm <sup>2</sup>			
		Sum 1 <sup>st</sup> + 2 <sup>nd</sup> test		3 <sup>rd</sup> test	
Parameter	Unit	Result	Limits <sup>(*)2</sup>	Result	Limits <sup>(*)1</sup>
Silver (Ag)	mg/kg	< 0.1	0.56	< 0.05	0.08
Aluminum (Al)	mg/kg	< 1	35	< 0.1	5
Cobalt (Co)	mg/kg	< 0.05	0.14	< 0.01	0.02
Chromium (Cr)	mg/kg	< 0.1	1.75	< 0.1	0.25
Copper (Cu)	mg/kg	< 1	28	< 0.1	4
Iron (Fe)	mg/kg	< 1	280	< 1	40
Manganese (Mn)	mg/kg	< 0.5	12.6	< 0.1	1.8
Molybdenum (Mo)	mg/kg	< 0.05	0.84	< 0.02	0.12
Nickel (Ni)	mg/kg	< 0.05	0.98	< 0.05	0.14
Tin (Sn)	mg/kg	< 1	700	< 1	100
Vanadium (V)	mg/kg	< 0.05	0.07	< 0.01	0.01
Zinc (Zn)	mg/kg	< 1	35	< 1	5
Arsenic (As)	mg/kg	< 0.005	0.014	< 0.002	0.002
Barium (Ba)	mg/kg	< 0.5	8.4	< 0.1	1.2
Beryllium (Be)	mg/kg	< 0.01	0.07	< 0.01	0.01
Cadmium (Cd)	mg/kg	< 0.01	0.035	< 0.005	0.005
Mercury (Hg)	mg/kg	< 0.01	0.021	< 0.003	0.003
Lithium (Li)	mg/kg	< 0.05	0.336	< 0.02	0.048
Lead (Pb)	mg/kg	< 0.01	0.07	< 0.01	0.01
Antimony (Sb)	mg/kg	< 0.05	0.28	< 0.02	0.04
Thallium (Tl)	mg/kg	< 0.0005	0.0007	< 0.0001	0.0001

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## Abbreviations:

mg/kg = Milligram per kilogram

&lt; = Less than

## Remarks:

- \*1. Compliance is established on the findings on the third test for products intended for repeated use.
- \*2. In addition, the sum of each metal in the first and second test should not exceed the sevenfold limit.
- \*3. The examined item meets the requirement.

**5. Colourfastness**

Test method: Resolution AP (89) 1 on the use of colorants in plastic materials coming into contact with food, Appendix III

Limit: Resolution AP (89) 1 on the use of colorants in plastic materials coming into contact with food - *No transfer of colorants to foodstuffs is permitted*

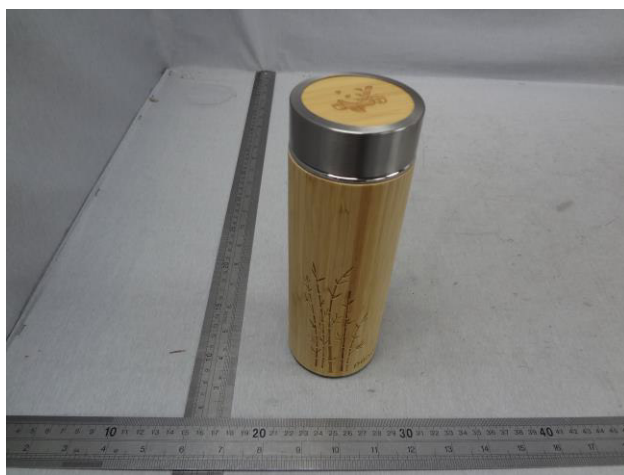
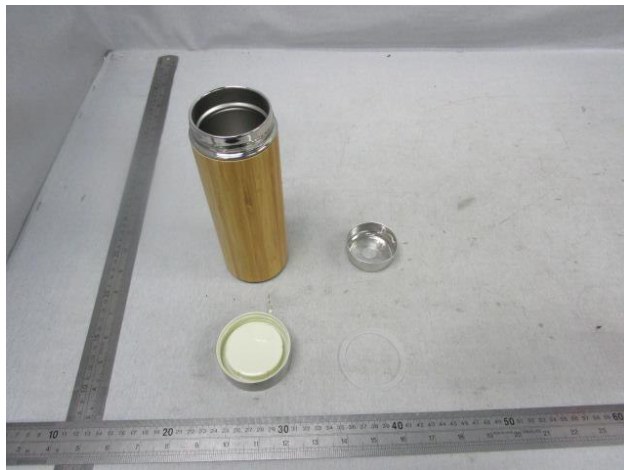
Test No.:	T001
Material No.:	M002
<b>Parameter Colourfastness to</b>	<b>Difference between blank and filter paper contacted with sample</b>
Distilled Water	No
3% Acetic acid	No
50% Ethanol	No

The examined item meets the requirement.

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Sample photos:



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# 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 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").
    - 1.2 The following terms and conditions apply to agreed services including consultancy services, information, deliveries and similar services as well as ancillary services and other secondary obligations provided within the scope of contract performance.
    - 1.3 Any standard terms and conditions of the client of any nature shall not apply and shall hereby be expressly excluded. No standard contractual terms and conditions of the client shall form part of the contract even if TÜV Rheinland does not explicitly object to them.
  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 giving 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 six-week notice prior to the end of the contractual term.
  4. **Scope of services**
    - 4.1 The scope of the services shall be decided solely by a unanimous declaration issued by both parties. If no such declaration exists, then the written confirmation of order by TÜV Rheinland shall be decisive.
    - 4.2 The agreed services shall be performed in compliance with the regulations in force at the time the contract is entered into.
    - 4.3 TÜV Rheinland is entitled to determine, in its sole discretion, the method and nature of the assessment unless otherwise agreed in writing or if mandatory provisions require a specific procedure to be followed.
    - 4.4 On execution of the work there shall be no simultaneous assumption of any guarantee of the correctness (proper quality) and working order of either tested or examined parts nor of the installation as a whole and its upstream and/or downstream processes, organisations, 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 on which the inspections are based, unless otherwise expressly agreed in writing.
  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 approval by the client, to all extensions of agreed periods/dates of performance not caused by 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.
    - 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. **Invoicing of work**
    - 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 without deduction on receipt of the invoice. No discounts 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 customer 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 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.
    - 8.6 Objections to the invoices of TÜV Rheinland shall be submitted in writing within two weeks of receipt of the invoice.
    - 8.7 TÜV Rheinland shall be entitled to demand appropriate advance payments.
    - 8.8 TÜV Rheinland shall be entitled to raise its fees at the beginning of a month if overheads and/or purchase costs have increased. In this case, TÜV Rheinland shall notify the client in writing of the rise in fees. This notification shall be issued one month prior to the date on which the rise in fees shall come into effect (period of notice of changes in fees). If the rise in fees remains under 5% per contractual year, the client shall not have the right to 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.
  9. **Acceptance**
    - 9.1 Any part of the work 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 the client fails to fulfil its acceptance obligation immediately, acceptance shall be deemed to have taken place 4 calendar weeks after completion of the work provided that TÜV Rheinland has specifically made the client aware of the aforementioned deadline upon completion of the work.
  10. **Confidentiality**
    - 10.1 For the purpose of these terms and conditions, "confidential information" means all information, documents, images, drawings, know-how, data, samples and project documentation which one party (the "disclosing party") hands over, transfers or otherwise discloses to the other party (the "receiving party"). Confidential information also includes paper copies and electronic copies of such information.
    - 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 in advance and the disclosing party shall confirm 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 hereunder towards such information.
    - 10.3 All confidential information which the disclosing party transmits or otherwise discloses to the receiving party 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 that 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 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.
    - 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**
    - 11.1 TÜV Rheinland shall retain all exclusive copyrights in the expert reports, test results, calculations, presentations etc. prepared by TÜV Rheinland.
    - 11.2 The client may only use such expert reports, test results, calculations, presentations etc. prepared within the scope of the contract for the contractually agreed purpose.
    - 11.3 The client may use test reports, test results, expert reports, etc. only complete and unshortened. Any publication or duplication for advertising purposes needs the prior written approval of TÜV Rheinland.
  12. **Liability of TÜV Rheinland**
    - 12.1 Irrespective of the legal basis, 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.
    - 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 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 The limitation periods for claims for damages shall be based on statutory provisions.
    - 12.6 None of the provisions of this article 12 changes the burden of proof to the disadvantage of the client.
  13. **Partial invalidity, written form, place of jurisdiction and dispute resolution**
    - 13.1 All amendments and supplements must be in writing in order to be effective. This also applies to amendments and supplements to this clause 13.1.
    - 13.2 Should one or several of the provisions under the contract and/or these terms and conditions be or become ineffective, the contracting parties shall replace the invalid provision with a legally valid provision that comes closest to the content of the invalid provision in legal and commercial terms.
    - 13.3 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) if TÜV Rheinland in question is legally registered and existing in the People's Republic of China, the contracting parties hereby agree that the contract and these terms and conditions shall be governed by the laws of the People's Republic of China.
      - b) if 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 Taiwan.
      - 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.
    - 13.4 Any dispute in connection with the contract and these terms and conditions or the execution thereof shall be settled friendly through negotiations.

Unless otherwise stipulated in the contract, if no settlement or no agreement in respect of the extension of the negotiation period can be reached within two months of the arising of the dispute, the dispute shall be submitted:
      - a) 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) 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.
      - b) in the case of TÜV Rheinland in question being legally registered and existing in Taiwan, to Chinese Arbitration Association Taipei Branch to be arbitrated in accordance with its then current Rules of Arbitration. The arbitration shall take place in Taipei.
      - c) in the case of TÜV Rheinland being legally registered and existing in Hong Kong, to Hong Kong International Arbitration Centre (HKIAC) to be settled by arbitration under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted in accordance with these rules. The arbitration shall take place in Hong Kong.

The decision of the relevant arbitration tribunal shall be final and binding on both parties. The arbitration fee shall be borne by the losing party.

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**Client:** PANDOO GMBH  
Blarerstr. 56**Manufacturer's name:****Buyer's name:** PANDOO GMBH**Test item(s):** Thermo flasks and packaging materials**Identification/** Thermo flasks**Model No(s):** POBTF01 - 4280001327399**Sample Receiving date:** 2018-01-17**Testing Period:** 2018-01-17 - 2018-01-22**Test Specification:****Test result:**

- |   |      |
|---|------|
| 1. Polycyclic aromatic hydrocarbons (PAHs) - according to GS Specification, AfPS GS 2014:01 PAK | PASS |
| 2. Polycyclic aromatic hydrocarbons (PAHs)  | PASS |
| 3. Total Cadmium Content  | PASS |
| 4. Organotin Compounds  | PASS |
| 5. Short Chain Chlorinated Paraffin (SCCP)  | PASS |
| 6. Packaging Waste Heavy Metal Test - 94/62/EC  | PASS |
| 7. Dimethyl fumarate (CAS No.624-49-7) Content  | PASS |
| 8. Pentachlorophenol (PCP) Content  | PASS |

**Other information:**

Country of Destination: Germany

Remarks:

Client confirmed no surface coating on the main shell

**For and on behalf of**  
**TÜV Rheinland Hong Kong Ltd.**

2018-02-07

  
Jason Chan / Project Chemist**Date****Name/Position***Test result is drawn according to the kind and extent of tests performed.**This test report relates to the a. m. 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.*

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**Material List:**

Item: Thermo flasks  
POBTF01 - 4280001327399

Material No.	Material	Color	Location
B002	Bamboo	Brown	refer to photo
B003	Plastic	Ivory	refer to photo
B004	Foam	Black	refer to photo
B005	Glue	Translucent	refer to photo
B006	Plastic	Black	refer to photo
B007	Glue	Translucent	refer to photo
B008	Paper + printing	Brown / Green / Black	refer to photo
B009	Plastic	Transparent	refer to photo
B010	Plastic	Transparent	refer to photo
B011	Silica gel	Dark Grey	refer to photo
B012	Paper + printing	White / Black	refer to photo

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**1. Polycyclic aromatic hydrocarbons (PAHs)**

Test Method: AfPS GS 2014:01 PAK

**Test Result:**

Test No.				T001
Material No.				B006
Test Parameter	CAS NO	Unit	RL	Result
Acenaphthene	83-32-9	mg/kg	0.2	n.d.
Acenaphthylene	208-96-8	mg/kg	0.2	n.d.
Anthracene	120-12-7	mg/kg	0.2	n.d.
Benzo[a]anthracene	56-55-3	mg/kg	0.2	n.d.
Benzo[a]pyrene(BaP)	50-32-8	mg/kg	0.2	n.d.
Benzo[b]fluoranthene	205-99-2	mg/kg	0.2	n.d.
Benzo[k]fluoranthene	207-08-9	mg/kg	0.2	n.d.
Benzo[j]fluoranthene	205-82-3	mg/kg	0.2	n.d.
Benzo[g,h,i]perylene	191-24-2	mg/kg	0.2	n.d.
Benzo[e]pyrene	192-97-2	mg/kg	0.2	n.d.
Chrysene	218-01-9	mg/kg	0.2	n.d.
Dibenzo[a,h]anthracene	53-70-3	mg/kg	0.2	n.d.
Fluoranthene	206-44-0	mg/kg	0.2	n.d.
Fluorene	86-73-7	mg/kg	0.2	n.d.
Indeno[1,2,3-cd]pyrene	193-39-5	mg/kg	0.2	n.d.
Naphthalene	91-20-3	mg/kg	0.2	0.6
Phenanthrene	85-01-8	mg/kg	0.2	n.d.
Pyrene	129-00-0	mg/kg	0.2	n.d.
Sum of Acenaphthylene, Acenaphthene, Anthracene, Fluoranthene, Fluorene, Phenanthrene, Pyrene	-	mg/kg	-	n.d.
Sum of 18 PAHs	-	mg/kg	-	0.6
Category*	-	-	-	2 (Other products)
Conclusion				Pass

**Abbreviation:** n.d. = not detected (< Reporting Limit)  
 RL = Reporting Limit  
 NA = Not Applicable  
 mg/kg = milligram per kilogram

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**Remark:**

- \* PAH maximum permissible limits requirement from the GS-Mark Approval published by the German Federal Institute for Occupational Safety and Health (BAuA)

Parameter	Unit	Category 1	Category 2		Category 3	
		Materials intended to be put into the mouth or materials of toy for children with long term intended skin contact (longer than 30 s)	Materials not covered by category 1, with foreseeable long term skin contact (longer than 30 s) or repeated short-term skin contact		Materials not covered by category 1 or 2, with foreseeable short term contact (shorter than 30s)	
		-	Toys according to directive 2009/48/EC	Other products according to ProdSG	Toys according to directive 2009/48/EC	Other products according to ProdSG
Benzo[a]pyrene(BaP)	mg/kg	<0.2	<0.2	<0.5	<0.5	<1
Benzo[e]pyrene	mg/kg	<0.2	<0.2	<0.5	<0.5	<1
Benzo[a]anthracene	mg/kg	<0.2	<0.2	<0.5	<0.5	<1
Benzo[b]fluoranthene	mg/kg	<0.2	<0.2	<0.5	<0.5	<1
Benzo[j]fluoranthene	mg/kg	<0.2	<0.2	<0.5	<0.5	<1
Benzo[k]fluoranthene	mg/kg	<0.2	<0.2	<0.5	<0.5	<1
Chrysene	mg/kg	<0.2	<0.2	<0.5	<0.5	<1
Dibenzo[a,h]anthracene	mg/kg	<0.2	<0.2	<0.5	<0.5	<1
Benzo[g,h,i]perylene	mg/kg	<0.2	<0.2	<0.5	<0.5	<1
Indeno[1,2,3-cd]pyrene	mg/kg	<0.2	<0.2	<0.5	<0.5	<1
Naphthalene	mg/kg	<1	<2	<2	<10	<10
Sum of Acenaphthylene Acenaphthene Anthracene Fluoranthene Fluorene Phenanthrene Pyrene	mg/kg	<1	<5	<10	<20	<50
Sum of 18 PAHs	mg/kg	<1	<5	<10	<20	<50

Limit: Specific evaluation required according to type of foreseeable use.

- \*\* Single components with an amount of <0.2 mg/kg were not considered by the calculation of the sum. In the case of all 18 PAHs were not detected, the result is stated n.d.

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**2. Polycyclic aromatic hydrocarbons (PAHs)**

Test Method: Organic solvent extraction, GCMS

Test No.					T001
Material No.					B006
Test Parameter	CAS NO	Unit	RL	Regulatory Requirement	Result
Benzo[a]anthracene (BaA)	56-55-3	mg/kg	0.2	1	n.d.
Benzo[a]pyrene (BaP)	50-32-8	mg/kg	0.2	1	n.d.
Benzo[b]fluoranthene (BbFA)	205-99-2	mg/kg	0.2	1	n.d.
Benzo[k]fluoranthene (BkFA)	207-08-9	mg/kg	0.2	1	n.d.
Benzo[j]fluoranthene (BjFA)	205-82-3	mg/kg	0.2	1	n.d.
Benzo[e]pyrene (BeP)	192-97-2	mg/kg	0.2	1	n.d.
Chrysene (CHR)	218-01-9	mg/kg	0.2	1	n.d.
Dibenzo[a,h]anthracene (DBAhA)	53-70-3	mg/kg	0.2	1	n.d.

**Abbreviation:** n.d. = Not Detected (< Reporting Limit)

RL = Reporting Limit

NA = Not Applicable

mg/kg = milligram per kilogram

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**Remark:**

- \* Requirement according to REACH regulation (EC) No. 1907/2006 with Amendment No. 552/2009 Annex XVII Item No. 50 and (EU) No.1272/2013, are summarized as below:

Scope	Parameter	Unit	Maximum permissible limit
Tyres or parts of tyres	Benzo[a]pyrene	mg/kg	1
	Sum of 8 listed PAHs	mg/kg	10

Scope	Parameter	Unit	Maximum permissible limit
Articles with direct as well as prolonged or short-term repetitive contact with the human skin or the oralcavity, under normal or reasonably foreseeable conditions of use ,made of plastic and rubber shall follow below limit:			
Such articles include amongst others: ---sport equipment such as bicycles, golf clubs, racquets ---household utensils, trolleys, walking frames --- tools for domestic use --- clothing, footwear, gloves and sportswear ---watch-straps, wrist-bands, masks, head-bands	Each of 8 listed PAHs	mg/kg	1
Toys, including activity toys, and childcare articles	Each of 8 listed PAHs	mg/kg	0.5

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**3.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	Regulatory Requirement	Test Result
T001	B003 + B004 + B006	Trial 1	mg/kg	10	100	n.d.
		Trial 2	mg/kg	10	100	-
		Average	mg/kg	10	100	-
T002	B005 + B007	Trial 1	mg/kg	10	100	n.d.
		Trial 2	mg/kg	10	100	-
		Average	mg/kg	10	100	-

**Abbreviation:** n.d. = not detected (< Reporting Limit)  
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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**4.Organotin Compounds**

Test Method: Organic solvent extraction, GCMS  
 Ref. to ISO 17353:2004

Test No.				T001
Material No.				B003 + B006
Test Parameter	Unit	RL	Regulatory Requirement	Result
TBT(Tributyltin)	%	0.01	0.1	n.d.
TPT(Triphenyltin)	%	0.01	0.1	n.d.
TOT(Trioctyltin)	%	0.01	0.1	n.d.
TcyT(Tricyclohexyltin)	%	0.01	0.1	n.d.
TPrT(Tripopyltin)	%	0.01	0.1	n.d.
Sum of tri-substituted organotins	%	NA	0.1	n.d.
DBT(Dibutyltin)	%	0.01	0.1	n.d.
DOT(Dioctyltin)	%	0.01	0.1	n.d.

**Abbreviation:** n.d. = not detected (< Reporting Limit)  
 RL = Reporting Limit  
 % = percentage  
 NA = Not Applicable

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**Remark:**

- \*1 Single components with an amount of <0.01% were not considered in the calculation of the sum. In the case of all five tri-substituted organotins were not detected, the result is stated n.d.
- \*2 The assessment for tri-substituted organotins is based on the sum of TBT, TPT, TOT, TCyT and TPrT only.
- \*3 According to REACH Regulation (EC) No. 1907/2006 Annex XVII Item 20 and amendment Commission Regulation (EU) No. 276/2010 (formerly known as 2009/425/EC), organostannic compounds shall not be used or be placed on the market-

Type of organostannic compounds	Maximum Permissible Limit	Implementation date
Tri-substituted organostannic compounds, e.g. tributyltin (TBT) compounds and triphenyltin (TPT) compounds	0.1 % by weight of tin	1 July 2010
Dibutyltin (DBT) compounds in mixtures and articles for supply to the general public	0.1 % by weight of tin	1 January 2012  The below products will not be applicable until 1 January 2015: - one-component and two-component room temperature vulcanisation sealants (RTV-1 and RTV-2 sealants) and adhesives, - paints and coatings containing DBT compounds as catalysts when applied on articles, - soft polyvinyl chloride (PVC) profiles whether by themselves or coextruded with hard PVC, - fabrics coated with PVC containing DBT compounds as stabilisers when intended for outdoor applications, - outdoor rainwater pipes, gutters and fittings, as well as covering material for roofing and facades
Diocetyl tin (DOT) compounds - textile articles intended to come into contact with the skin, - gloves, - footwear or part of footwear intended to come into contact with the skin, - wall and floor coverings - childcare articles, - female hygiene products, - nappies, - two-component room temperature vulcanisation moulding kits (RTV-2 moulding kits)	0.1 % by weight of tin	1 January 2012

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**5.Short Chain Chlorinated Paraffin (SCCP)**

Test Method: Leather Materials: ISO 18219:2015  
Non-Leather Materials: CADS method

**Test result:**

Test No.	Material No.	Test Parameter	Unit	RL	Result
T001	B003 + B004 + B006	SCCP	%	0.01	n.d.

**Abbreviation:** n.d. = not detected (<Reporting Limit)  
RL = Reporting Limit  
SCCP = Short Chain Chlorinated Paraffin C<sub>10</sub>-C<sub>13</sub>  
% = Percentage

**Remark:**

- \* According to Commission Regulation (EU) No 2015/2030 and amending Regulation (EC) No 850/2004 on persistent organic pollutants (POP Regulation) as regards Annex I:

Alkanes C <sub>10</sub> -C <sub>13</sub> , chloro (short-chain chlorinated paraffins) (SCCPs)	Maximum Permissible Limit
The production, placing on the market and use of articles containing SCCPs	< 0.15% by weight
The production, placing on the market and use of substances or preparations containing SCCPs	< 1% by weight

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**6. Packaging Waste Heavy Metal Test - 94/62/EC**

Test Method: Acid digestion, analyzed by ICP-OES  
For Cr (VI) - EN 62321:2009

**Result:**

Test No.	Material No.	Test Parameter	Unit	RL	Regulatory Requirement	Result
T001	B008	Pb	mg/kg	10	100 (total of Pb, Cd, Cr(VI) and Hg)	16
		Cd	mg/kg	10		n.d.
		Cr <sup>^</sup>	mg/kg	10		n.d.
		Cr (VI)	mg/kg	10		-
		Hg	mg/kg	10		n.d.
T002	B009	Pb	mg/kg	10	100 (total of Pb, Cd, Cr(VI) and Hg)	n.d.
		Cd	mg/kg	10		n.d.
		Cr <sup>^</sup>	mg/kg	10		n.d.
		Cr (VI)	mg/kg	10		-
		Hg	mg/kg	10		n.d.
T003	B010	Pb	mg/kg	10	100 (total of Pb, Cd, Cr(VI) and Hg)	n.d.
		Cd	mg/kg	10		n.d.
		Cr <sup>^</sup>	mg/kg	10		n.d.
		Cr (VI)	mg/kg	10		-
		Hg	mg/kg	10		n.d.
T004	B011	Pb	mg/kg	10	100 (total of Pb, Cd, Cr(VI) and Hg)	n.d.
		Cd	mg/kg	10		n.d.
		Cr <sup>^</sup>	mg/kg	10		n.d.
		Cr (VI)	mg/kg	10		-
		Hg	mg/kg	10		n.d.
T005	B012	Pb	mg/kg	10	100 (total of Pb, Cd, Cr(VI) and Hg)	n.d.
		Cd	mg/kg	10		n.d.
		Cr <sup>^</sup>	mg/kg	10		n.d.
		Cr (VI)	mg/kg	10		-
		Hg	mg/kg	10		n.d.

**Abbreviation:** n.d. = not detected (< Reporting Limit)  
RL = Reporting Limit  
mg/kg = milligram per kilogram

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**Remark:**

- \*1 According to "European Parliament and Council Directive 94/62/EC of 20 December 1994"; the maximum permissible limit of the sum of the concentration of Lead, Cadmium, Mercury and Hexavalent Chromium is 100ppm.
- ^ Screening of total chromium is performed. If the result is in the inconclusive region, chromium VI content of plastics will be confirmed by EN 62321:2009, whilst that of metal will be confirmed by spot test.  
A positive result of spot test means the presence of Cr(VI) in the material. A negative result means the absence of Cr(VI) in the material.

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**7. Dimethyl fumarate (CAS No. 624-49-7) Content**

Test Method: Organic solvent extraction, GCMS analysis

**Test Result:**

Test No.	Material No.	Test Parameter	Unit	RL	Regulatory Requirement	Test Result
T001	B011	Dimethyl fumarate	mg/kg	0.025	0.1	n.d.

**Abbreviation:** n.d. = not detected (< Reporting Limit)

RL = Reporting Limit

mg/kg = milligram per kilogram

**Remark:**

- \* According to REACH Regulation (EC) No. 1907/2006 Annex XVII Item 61 and amendment Commission Regulation (EU) No. 412/2012 (formerly known as 2012/48/EU), dimethylfumarate (DMF) shall not be used in articles or any parts thereof in concentrations greater than 0.1 mg/kg. Articles or any parts thereof containing DMF in concentrations greater than 0.1 mg/kg shall not be placed on the market.

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**8. Pentachlorophenol (PCP) Content**

Test Method: Ref. to 64 LFGB B82.02-8:2001

**Test result**

Test No.	Material No.	Test Parameter	Unit	RL	Test Result
T001	B002	Pentachlorophenol (PCP)	mg/kg	0.1	n.d.

**Abbreviation:** n.d. = not detected (< Reporting Limit)  
RL = Reporting Limit  
mg/kg = milligram per kilogram

**Remark:**

- \*1 The requirement for Pentachlorophenol (PCP) is 5mg/kg following ChemikalienVerbotsverordnung (German Chemicals Prohibition Ordinance), Article 15 of Annex to §1 (14.10.93)
- \*2 The requirement for Pentachlorophenol (PCP) is 0.1%(1000mg/kg) following REACH regulation (EC) No. 1907/2006 & Amendment 552/2009 Annex XVII Item 22.



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Sample Photos



- 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 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").
- 1.2 The following terms and conditions apply to agreed services including consultancy services, information, deliveries and similar services as well as ancillary services and other secondary obligations provided within the scope of contract performance.
- 1.3 Any standard terms and conditions of the client of any nature shall not apply and shall hereby be expressly excluded. No standard contractual terms and conditions of the client shall form part of the contract even if TÜV Rheinland does not explicitly object to them.

## 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 giving 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 six-week notice prior to the end of the contractual term.

## 4. Scope of services

- 4.1 The scope of the services shall be decided solely by a unanimous declaration issued by both parties. If no such declaration exists, then the written confirmation of order by TÜV Rheinland shall be decisive.
- 4.2 The agreed services shall be performed in compliance with the regulations in force at the time the contract is entered into.
- 4.3 TÜV Rheinland is entitled to determine, in its sole discretion, the method and nature of the assessment unless otherwise agreed in writing or if mandatory provisions require a specific procedure to be followed.
- 4.4 On execution of the work there shall be no simultaneous assumption of any guarantee of the correctness (proper quality) and working order of either tested or examined parts nor of the installation as a whole and its upstream and/or downstream processes, organisations, 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 on which the inspections are based, unless otherwise expressly agreed in writing.

## 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 approval by the client, to all extensions of agreed periods/dates of performance not caused by 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.
- 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. Invoicing of work

- 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 without deduction on receipt of the invoice. No discounts 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 customer 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 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.
- 8.6 Objections to the invoices of TÜV Rheinland shall be submitted in writing within two weeks of receipt of the invoice.
- 8.7 TÜV Rheinland shall be entitled to demand appropriate advance payments.
- 8.8 TÜV Rheinland shall be entitled to raise its fees at the beginning of a month if overheads and/or purchase costs have increased. In this case, TÜV Rheinland shall notify the client in writing of the rise in fees. This notification shall be issued one month prior to the date on which the rise in fees shall come into effect (period of notice of changes in fees). If the rise in fees remains under 5% per contractual year, the client shall not have the right to 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.

## 9. Acceptance

- 9.1 Any part of the work 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 the client fails to fulfil its acceptance obligation immediately, acceptance shall be deemed to have taken place 4 calendar weeks after completion of the work provided that TÜV Rheinland has specifically made the client aware of the aforementioned deadline upon completion of the work.

## 10. Confidentiality

- 10.1 For the purpose of these terms and conditions, "confidential information" means all information, documents, images, drawings, know-how, data, samples and project documentation which one party (the "disclosing party") hands over, transfers or otherwise discloses to the other party (the "receiving party"). Confidential information also includes paper copies and electronic copies of such information.
- 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 in advance and the disclosing party shall confirm 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 hereunder towards such information.
- 10.3 All confidential information which the disclosing party transmits or otherwise discloses to the receiving party 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 that 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 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.
- 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

- 11.1 TÜV Rheinland shall retain all exclusive copyrights in the expert reports, test results, calculations, presentations etc. prepared by TÜV Rheinland.
- 11.2 The client may only use such expert reports, test results, calculations, presentations etc. prepared within the scope of the contract for the contractually agreed purpose.
- 11.3 The client may use test reports, test results, expert reports, etc. only complete and unshortened. Any publication or duplication for advertising purposes needs the prior written approval of TÜV Rheinland.

## 12. Liability of TÜV Rheinland

- 12.1 Irrespective of the legal basis, 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.
- 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 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 The limitation periods for claims for damages shall be based on statutory provisions.
- 12.6 None of the provisions of this article 12 changes the burden of proof to the disadvantage of the client.

## 13. Partial invalidity, written form, place of jurisdiction and dispute resolution

- 13.1 All amendments and supplements must be in writing in order to be effective. This also applies to amendments and supplements to this clause 13.1.
- 13.2 Should one or several of the provisions under the contract and/or these terms and conditions be or become ineffective, the contracting parties shall replace the invalid provision with a legally valid provision that comes closest to the content of the invalid provision in legal and commercial terms.
- 13.3 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) if TÜV Rheinland in question is legally registered and existing in the People's Republic of China, the contracting parties hereby agree that the contract and these terms and conditions shall be governed by the laws of the People's Republic of China.
- b) if 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 Taiwan.
- 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.
- 13.4 Any dispute in connection with the contract and these terms and conditions or the execution thereof shall be settled friendly through negotiations.
- Unless otherwise stipulated in the contract, if no settlement or no agreement in respect of the extension of the negotiation period can be reached within two months of the arising of the dispute, the dispute shall be submitted:
- a) 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) 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.
- b) in the case of TÜV Rheinland in question being legally registered and existing in Taiwan, to Chinese Arbitration Association Taipei Branch to be arbitrated in accordance with its then current Rules of Arbitration. The arbitration shall take place in Taipei.
- c) in the case of TÜV Rheinland being legally registered and existing in Hong Kong, to Hong Kong International Arbitration Centre (HKIAC) to be settled by arbitration under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted in accordance with these rules. The arbitration shall take place in Hong Kong.
- The decision of the relevant arbitration tribunal shall be final and binding on both parties. The arbitration fee shall be borne by the losing party.