

Test Report No.: 180272432a 001

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Client: WENZHOU TOSUN Electric Co.,Ltd

Contact Information: No. 196-16 Wei Twelve Road, Yueqing Economic Development Zone, Yueqing City, Wenzhou City, Zhejiang Province, China.

**Identification/
Model No(s):** Distribution Board IP65
HA-12 ways
Reference Style No.(s): HA-4ways, HA-8ways, HA-18ways, HA-24ways, HA-26ways, HA-36ways, HA-54ways, HT-2ways, HT-5ways, HT-8ways, HT-12ways, HT-15ways, HT-18ways, HT-24ways

Sample obtaining method: Sending by customer

Condition at delivery: Test item complete and undamaged.

Sample Receiving date: 2023-09-26

Testing Period: 2023-09-26 to 2023-10-08

Place of testing: Chemical laboratory Ningbo

Test specification:

According to customer's requirement:

WEEE (Recast): 2012/19/EU
Article 11 Recovery and Recycling
Calculation of Theoretical Recovery and Recycling Rate

Test result:

PASS

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



2023-10-09
Date

Zhou Zoey/ Project Manager
Name/Position

Sample information is provided by customer. Test result is drawn according to the kind and extent of tests performed. This test report relates to the above mentioned test sample. Without permission of the test center this test report is not permitted to be duplicated in extracts. This test report does not entitle to carry any safety mark on this or similar products. "Decision Rule" document announced in our website (<https://www.tuv.com/landingpage/en/qm-gcn/>) describes the statement of conformity and its rule of enforcement for test results are applicable throughout this test report.

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1. General Remarks

1.1 Complementary Materials

All attachments are integral parts of this test report. This applies especially to the following appendix:

Appendix 1: Photo of tested sample

Distribution Board IP65 (HA-12 WAYS)



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2. General Product Information

2.1 Product Description

The product is **Distribution Board IP65**. It is classified as Category 5 under Annex III of Directive 2012/19/EU.

2.2 Submitted Documents

N/A

3. Assessment Description

3.1 Disassembly, Recovery and Recycling Flow

The product is disassembled into different parts (clumps) and grouped by the type of material sharing common characteristic or physical relationship (waste fractions) primarily based on the treatment requirements as set out in the WEEE directive annex VII, followed by the current state of the art recycling and recovery technology available in Europe. Materials for which currently no recycling technology is available or where the recycling is economically not feasible, or which contain hazardous substances, are assumed to be shredded, incinerated or disposed of to landfill without further use.

Only bigger clumps that can be easily separated and that share a common characteristics or physical relationships are included in the recycling and reuse calculation. Other parts, respectively materials that cannot be separated by e.g. standard tools are classified as either unspecified materials or distributed to the relative waste fraction with highest content of waste is expected with reduced recovery rate.

3.2 Parameters

The calculation is based on waste fractions consisting of a typical material or substance composition for typical materials. (e.g. a power cord consists of copper wire and PVC, whereas the PVC consists of a PVC, polyamide and polyester blend). For every waste fraction a theoretical recovery share for recycling and for incineration respectively waste disposal is assumed based on information provided by recycling companies. The recovery share may change over time as the recycling technology advances. The current recovery shares are available upon request.

3.3 Definition

3.3.1 Regular: Reuse, Recycling and Recovery Rate: Applying commonly used recycling technology.

3.3.2 Ideal: Recycling Rate: Applying highest recycling technology.

3.3.3 Recycling Classification

A class: Common recycling technology and high market need

B class: Recycling technology not popular and high market need

C class: Common recycling technology and low market need


D class: Recycling technology not popular and low market need

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4. Assessment Results

4.1 Assessment Summary

Product Name/ Model No.	Distribution Board IP65 (HA-12 WAYS)	
		
Total Weight(g)	1410.24	
Connection Technique	Cable, Screw,Solderer Joint,	
Connection Tools	Hands	
	Philip Screwdriver	
Disassembly Time, Sec	300s	
Derivative Summary	See 4.2 Product Derivative Table	
Derivative Rate	See 4.3 Product Derivative Summary	
Reuse/Recycling Rate	See 4.4 Test Result	
Recovery Rate	See 4.4 Test Result	

4.2 Product Derivative Table

Product Name/Type		Distribution Board IP65 (HA-12 WAYS)						
Derivative	Weight (g)	Weight (%)		Re-use (%)	Recycling (%)	Incineration (%)	Disposal (%)	
Plastic,	1325.64	94.00%			^			
Rubber	8.54	0.61%				^		
Metal	76.06	5.39%			^			
Total	1410.24	100.00%	Ideal	0.00%	99.39%	0.61%	0.00%	
			Regular	0.00%	99.39%	0.61%	0.00%	

4.3 Product Derivative Summary

Product Derivative Table

	Distribution Board IP65 (HA-12 WAYS)	
	Percentage of Weight (%)	
	Ideal	Regular
Reuse Weight	0.00%	0.00%
Recycling Weight	99.39%	99.39%
Incineration Weight	0.61%	0.61%
Disposal Weight	0.00%	0.00%
Product Sample Weight	100.00%	

4.4 Test Result

PASS

Required Reuse/Recycling Rate	Distribution Board IP65 (HA-12 WAYS)	
	Testing Reuse/Recycling Rate	
	Ideal	Regular
55%*	99.39%	99.39%
Required Recovery Rate	Testing Recovery Rate	
	Ideal	Regular
75%*	100.00%	100.00%

Remark: * Refer to directive 2012/19/EU Annex V, the minimum targets of Category 5 shall meet the following requirements.

Date	Required Reuse/Recycling Rate	Required Recovery Rate
From August 15, 2018	55%	75%

--- END ---

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

1. Scope

1.1 These General Terms and Conditions of Business of TÜV Rheinland in Greater China ("GTBCB") is made between the client and one or more member entities of TÜV Rheinland in Greater China as applicable as the case may be ("TÜV Rheinland"). The Greater China here refers to Mainland China, Hong Kong and Taiwan. The client hereby declares:

(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 ancillary obligations provided within the scope of contract performance.

1.3 Any standard terms and conditions of the client of any nature shall not apply and shall hereby be expressly excluded. No standard contractual terms and conditions of the client shall form part of the contract even if TÜV Rheinland does not explicitly object to them.

1.4 In the context of an ongoing business relationship with the client, this GTBCB shall also apply to future contracts with the client with TÜV Rheinland according 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 giving written notice of acceptance in accordance with notice sent via electronic means or by performing the requested services.

3.2 The contract terms start upon the coming into effect of the contract in accordance with article 3.1 and shall continue for the term agreed in the contract.

3.3 If the contract provides for an extension of the contract term, the contract term will be extended by the term provided for in the contract unless terminated in writing by either party with a three-month notice prior to the end of the contractual term.

4. Scope of services

4.1 The scope and type of the services to be provided by TÜV Rheinland shall be specified in the contractually agreed service scope of TÜV Rheinland by both parties. If 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 such) are not covered. In particular, no responsibility is assumed for the design, selection of materials, construction or intended use of an examined part, 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 of the installation as a whole as well as its upstream and/or downstream processes, organizations, use and application in accordance with regulations, nor of the systems on which the installation is based. In particular, TÜV Rheinland shall assume no responsibility for the construction, selection of materials and assembly of installations examined, nor for their use and application in accordance with regulations, unless these questions are expressly covered by the contract.

4.5 In the case of inspection work, TÜV Rheinland shall not be responsible for the accuracy or checking of the safety requirements or safety regulations on which the inspections are based, unless otherwise expressly agreed in writing.

4.6 If mandatory legal regulations and standards or official requirements for the agreed service scope change after conclusion of the contract, with a written notice to the client, TÜV Rheinland shall be entitled to additional remuneration for resulting additional expenses.

4.7 The services to be provided by TÜV Rheinland under the contract are agreed exclusively with the client. A contract of third parties with the services of TÜV Rheinland, as well as making available of and justifying confidence in the work results (test reports, test results, expert reports, etc.) is not part of the agreed services. This also applies if the client passes on work results - in full or in extracts - to third parties in accordance with clause 11.4.

4.8 The client understands and agrees that in order to perform the contract with TÜV Rheinland, the client may need to sign one or more contracts/agreements with a/another third party(ies) and establish legal relationships with that/those third party(ies) according to such contracts/agreements. TÜV Rheinland will merely be the corresponding legal liability according to such contracts and the direct services actually to be provided by our clients in the service process. If the relevant services are not directly provided by TÜV Rheinland (including but not limited to any testing and certification services) to be provided by third testing and certification bodies, TÜV Rheinland will provide the client as agent for such relevant services. In order to achieve the purpose of the contract, the client hereby agrees that TÜV Rheinland can also act as a subcontractor to a third party to provide agency services, but TÜV Rheinland shall not bear any responsibility and/or risks for any services to be provided by such subcontractors, but shall be limited to the testing and/or certification services to be entrusted and/or applied for by our company on behalf of the client to other third testing and/or certification bodies, agency services provided by any other third agency(ies), etc. Besides, the client shall be responsible for the compliance with applicable laws and regulations and/or the terms under the contract. If the client is required to conduct any annual review/surveillance of the relevant testing and/or certification services and pay additional fees in accordance with the relevant laws and regulations, TÜV Rheinland is not responsible for such costs, unless otherwise agreed in writing or if mandatory provisions require a specific procedure to be followed.

4.9 For the service contract agreed in the contract, if the client requests TÜV Rheinland to deliver relevant test samples, data, etc. to any overseas laboratory or other places or sites to be designated by the client, TÜV Rheinland shall not take any responsibilities or risks for any problems during such delivery and the transportation process (including but not limited to any loss or damages of the samples and/or the materials, etc.). Besides, the relevant freight fees shall be borne by the client.

5. Performance periods/dates

5.1 The contractually agreed periods/dates of performance are based on estimates of the work involved which are prepared in line with the details provided by the client. They shall only be binding if being confirmed as binding by TÜV Rheinland in writing.

5.2 If binding periods of performance have been agreed, these periods shall not commence until the client has submitted all information required to TÜV Rheinland.

5.3 Articles 5.1 and 5.2 also apply, even without express approval by the client, to all extensions of agreed periods/dates of performance not caused by TÜV Rheinland.

5.4 TÜV Rheinland is not responsible for a delay in performance, in particular if the client has not fulfilled his duties to cooperate in accordance with clause 6.1 or has not done so in time and, in particular, has not provided TÜV Rheinland with all documents and information required for the performance of the service as specified in the contract.

5.5 If the performance of TÜV Rheinland is delayed due to unforeseeable circumstances such as force majeure, strikes, business disruptions, governmental regulations, transport obstacles, etc., TÜV Rheinland is entitled to postpone performance for a reasonable period of time which corresponds at least to the duration of the hindrance plus any time period which may be required to resume performance.

5.6 If the client is obliged to comply with legal, officially prescribed and/or by the accreditor prescribed deadlines, it is its responsibility to ensure compliance with such 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 in all respects by 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

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 immediately terminate the contractor's contract without prior notice, and it withdraws the issued testing report/certificates if any.

6.3 The client shall bear any additional cost incurred on account of working 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 or equivalents over more than one month and the value of the contract or the agreed fixed price exceeds €2,500.00 Euro (two thousand five hundred in local currency), TÜV Rheinland may demand payments on account or instalment.

8. Payment terms

8.1 All invoices amounts shall be due for payment within 30 days of the invoice date without deduction on receipt of the invoice. No discounts and rebates.

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 case 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. 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.

8.4 The provisions in this article shall apply in case of late payment, including 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 in case of overruns 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 of the rise in fees exceeds 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 setoff any amount due or payable by the client, including but not limited to setoff against any fees paid by the client under any contracts, agreement and/or order/quotations received with TÜV Rheinland.

9. Acceptance of work

9.1 Any part of the work result ordered which is complete in itself may be presented by TÜV Rheinland for acceptance as an installment. The client shall be obliged to accept it immediately.

9.2 If acceptance is required or contractually agreed in an individual case, this shall be deemed to have taken place two (2) weeks after completion and handover of the work, unless the client refuses acceptance within this period stating at least one fundamental breach of contract by TÜV Rheinland.

9.3 The client is not entitled to refuse acceptance due to insignificant breach of contract by TÜV Rheinland.

9.4 If acceptance is excluded according to the nature of the work performance of TÜV Rheinland, the completion of work shall be deemed to have taken place two (2) weeks after the date of completion.

9.5 During the Follow-Audit stage, if the client was unable to make use of the time windows provided for within the scope of a certification procedure for auditing performance by TÜV Rheinland and the certificate is therefore to be withdrawn (e.g. performance of surveillance audits), or if the client cancels or postpones a confirmed audit date within two (2) weeks before the agreed date, TÜV Rheinland is entitled to immediately charge a lump-sum compensation of 10% of the order amount as compensation for expenses. The client reserves the right to prove that 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 compensation 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 and materials, tangible or intangible, that are supplied, transferred or otherwise disclosed by one Party (the "disclosing party") to the other Party (the "receiving party"), in writing or orally, in printed or electronic form. Confidential information is expressly not the data and know-how collected, compiled or otherwise obtained by TÜV Rheinland (non-personal and not proprietary to the client) within the scope of the provision of services by TÜV Rheinland. TÜV Rheinland is entitled to store, use, further develop and pass on the data obtained in connection with the provision of services for the purposes of developing new services, improving services and analysing the provision of services.

10.2 The disclosing party shall mark all confidential information disclosed in written form as confidential before passing it onto the receiving party. The same applies to confidential information transmitted by e-mail. If confidential information is disclosed orally, the receiving party shall be appropriately informed 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. 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 employees through its company email. If the client suffers from any data loss or information disclosure in written form as a result of the adoption of any unauthorized confidential information sharing methods mentioned above, TÜV Rheinland shall be waived for any confidentiality 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 or documentation information to the government or a third party official contact. The accreditation bodies or third parties (including but not limited to the relevant direct and/or indirect product purchasers, vehicle manufacturers/whole equipment manufacturers, test standards or test requirements providers of the client's test products and/or certified products, etc.) 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 treat its own confidential information; and

d) is not to be disclosed to any third party without the prior written consent of the disclosing party.

10.4 The receiving party may disclose any confidential information received from the disclosing party only to those of its employees who need to use this information to perform the services confidentially for the contract. The receiving party undertakes to obligate these employees to observe the same level of secrecy as set forth in this confidentiality clause.

10.5 Information which the receiving party can furnish proof that:

a) was generally known at the time of disclosure or has become general knowledge without violation of this confidentiality clause by the receiving party;

b) was disclosed by the receiving party to 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 in 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) request for the disclosing party, to destroy all confidential information, including all copies, and confirm the destruction of this confidential information to the disclosing party, 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 the disclosing party, to destroy all confidential information, including all copies, and confirm the destruction of this confidential information to the disclosing party, 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. The receiving party shall maintain strict secrecy of all confidential information and shall not disclose this information to any third parties or use it for itself.

11. Copyrights and rights of use, publications

11.1 TÜV Rheinland shall retain all exclusive copyrights in the reports, expert reports/opinions, test reports/results, results, calculations, presentations etc. prepared by TÜV Rheinland, unless otherwise agreed by the parties in writing. In particular, TÜV Rheinland shall be entitled to use the results of the work 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/opinions, test reports/results, calculations, presentations etc. prepared within the scope of the contract for the contractual agreed purposes.

11.3 The transfer of right of use of the generated work results regulated in clause 11.2 of the GTBCB is subject to full payment of the remuneration agreed in favour of TÜV Rheinland.

11.4 The client may 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 approval of TÜV Rheinland in each individual case. Besides, the client ensures that the aforesaid use shall comply with relevant applicable laws, regulations and relevant rules (including but not limited to specific applicable testing and certification rules, etc.).

11.6 TÜV Rheinland may revoke a 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 publication.

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 In respect of the legal basis, to the fullest extent permitted by applicable law, in the event of a breach of contractual obligations or tort, the liability of TÜV Rheinland for all damages, losses and reimbursement of expenses caused by TÜV Rheinland, its legal representatives and/or employees shall be limited to: (i) in the case of a contract with a fixed overall fee, three times the overall fee for the entire contract; (ii) in the case of a contract for 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 the fee for the individual order under which the damage or losses have occurred. Notwithstanding the above, in the event that the total and accumulated liability calculated, according to the foregoing provisions exceeds 25 Million Euro or equivalent amount in local currency, the total and accumulated liability of TÜV Rheinland shall be only limited to and shall not exceed the total of 25 Million Euro or equivalent amount in local currency.

12.2 The limitation of liability according to article 12.1 above shall not apply to damages and/or losses caused by 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, personal 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 client to reasonably expect that 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 to 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 relevant data protection supervisory authority. For further details on the processing of personal data by TÜV Rheinland as the person responsible or contract processor, please refer to the respective data protection information. You can contact the Group Data Protection Officer of TÜV Rheinland by e-mail at dataprotection@tuv.com or by post at the following address: TÜV Rheinland AG, c/o Group Data Protection Officer, Am Wehen 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 retained by the client at the client's expense. The only exception 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 and the costs of the disposal of the test sample will be disclosed to the client in writing.

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. If the client does not respond to such a request, the availability 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 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 GTBCB, TÜV Rheinland and the client are entitled to terminate the contract in its entirety or, in the case of services combined in one contract, each of the combined parts of the contract individually and independently of the continuation of the remaining services with six (6) weeks' notice to the other party. The notice period shall be extended to six (6) weeks in the case of TÜV Rheinland is prevented from performing the services due to a loss or a suspension of its accreditation or certification.

16.2 For proof, TÜV Rheinland may consider giving a written notice to the client to terminate the contract without bearing any liabilities and the client shall pay the relevant service fees for the services provided by TÜV Rheinland due to the termination date of the contract. The aforesaid good causes 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 misuse the test results or the test samples 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 not being paid until the end of the fixed contract term as a result of several consecutive delays in payment (at least three times);
 - e) in the event of any serious misrepresentation, be it by intentional fraud or grossly negligent behavior of the client, management, 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 finalize the performance of the service, e.g. in case of force majeure, government interference, sanctions, loss of accreditation, etc.
 - g) if the insurance group involved in the whole contract or the specific service project in the contract does not belong to the country coverage applicable to TÜV Rheinland, and TÜV Rheinland believes that there is a risk to its business.
- 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 pay 15% of the remuneration to be paid until the end of the fixed contract term as a lump-sum compensation. The client reserves the right to prove that there is no damage or a considerably lower damage. TÜV Rheinland reserves the right to prove a considerably higher damage in individual cases.
- 16.4 TÜV Rheinland is also entitled to terminate the contract with written notice if the client has not been able to make use of the time windows for auditing /service provision provided by TÜV Rheinland within the scope of a certification procedure for auditing /service provision. In such case, the client shall be liable for the performance of monitoring audits. Clause 16.3 applies accordingly.

17. Force Majeure

17.1 "Force Majeure" means the occurrence of an event or circumstance that prevents or impedes a Party from performing one or more of its contractual obligations under the contract, if and to the extent that that party (a) that such event or circumstance is beyond the control of the party; (b) that it could not reasonably have been foreseen at the time of the conclusion of the contract; and (c) that the effects of the impediment could not reasonably have been avoided or overcome by the affected Party.

17.2 In the absence of proof to the contrary, the occurrence of a Force Majeure event shall be presumed to fulfil conditions (a) and (b) under paragraph 17.1 if it is one of the following: (i) war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilization; (ii) civil war, riot, rebellion and revolution, natural disaster or outbreak of pestilence, plague, sabotage or piracy; (iii) currency and trade restrictions, embargo, sanctions; (iv) act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalization; (v) plague, epidemic, natural disaster or extreme natural event; (vi) information system or energy; (vii) general labor disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises.

17.3 The Parties successively invoking this Clause is relieved from its duty to perform its obligations under the contract and from any liability in damages from any other contractual remedy for breach of contract, from the time at which the impediment causes inability to perform, provided that the notice thereof is given without delay. If notice thereof is not given without delay, the relief is effective from the time at which notice thereof reaches the other Party. Where the effect of the impediment or event involved is temporary, the above consequences shall apply only as long as the impediment involved impedes performance by the affected Party. Where the duration of the impediment involved has the effect of substantially depriving the contracting Parties of what they were reasonably entitled to expect under the contract, either Party has the right to terminate the contract by notification within a reasonable period to the other Party. Unless otherwise agreed, the Parties expressly agree that the contract may be terminated by either Party if the duration of the impediment exceeds 120 days.

18. Handing

18.1 The Parties are bound to perform their contractual duties even if events have rendered performance more onerous than could reasonably have been anticipated at the time of the conclusion of the contract.

18.2 Notwithstanding paragraph 1 of this Clause, where a Party proves that:

(a) the continued performance of its contractual duties has become excessively onerous due to an event beyond its reasonable control which it could not reasonably have been expected to have taken into account at the time of the conclusion of the contract; and that

(b) it could not reasonably have avoided or overcome the event or its consequences, the Parties are bound, within a reasonable time of the invocation of this Clause, to negotiate alternative contractual terms which reasonably allow to overcome the consequences of the event.

18.3 Where Clause 18.2 applies, but where the Parties have been unable to agree alternative contractual terms as provided in that paragraph, the Party invoking this Clause is entitled to terminate the contract, but cannot request adaptation by the judge or arbitrator without the agreement of the other Party.

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

19.1 All amendments and supplements must be in writing in order to be effective. This also applies to amendments and supplements to this clause 19.1.

19.2 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.

19.3 Unless otherwise stipulated in the contract, the governing law of the contract and these terms and conditions shall be chosen following the rules as below:

a) 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.

19.4 Any dispute in connection with the contract and these terms and conditions or the execution thereof shall be referred to arbitration by the arbitration institution chosen by the contracting parties. 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 to arbitration.

19.5 In the case of TÜV Rheinland in question being legally registered and existing in the People's Republic of China, the 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.

19.6 In the case of TÜV Rheinland in question being legally registered and existing in Taiwan, to Chinese Arbitration Association, Taipei to be arbitrated in accordance with its own Charter Rules of Arbitration.

19.7 The arbitration shall take place in Taipei.

19.8 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.

19.9 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.