

**Test Report -  
Product**

**Test Report No.:** 168431763a 001

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**Client:** HORING LIH INDUSTRIAL CO., LTD.

4F., NO.18, LANE 327, SEC.2, CHUNG SHAN RD., ZHONGHE DIST., NEW  
TAIPEI CITY 235, TAIWAN

**Test item(s):** 1 sample of Reflective Beam Smoke Detector

**Identification/  
Model No(s):** Reflective Beam Smoke Detector  
EDB01, FL-EDB01

**Sample obtaining  
method:** Sending by customer

**Condition at delivery:** Test item complete and undamaged.

**Sample Receiving date:** 2023-06-12

**Testing Period:** 2023-06-20 to 2023-06-25

**Place of testing:** Chemical laboratory Shenzhen

**Test specification:**

EN50419 - Marking of electrical and electronic equipment in  
accordance with Article 15(2) of Directive 2012/19/EU (WEEE)

**Test result:**

PASS



**Other Information:**

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

Liz Yu

2023-06-29 Liz Yu / Assistant Project Manager

Date

Name/Position

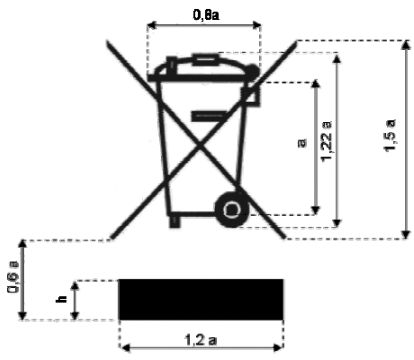
Sample information is provided by customer. Test result is drawn according to the kind and extent of tests performed.  
This test report relates to the above mentioned test sample. Without permission of the test center this test report is not  
permitted to be duplicated in extracts. This test report does not entitle to carry any safety mark on this or similar products.

"Decision Rule" document announced in our website (<https://www.tuv.com/landingpage/en/qm-gcn/>) describes the  
statement of conformity and its rule of enforcement for test results are applicable throughout this test report.

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**Marking according to article 15(2) of 2012/19/EU****Results**

Requirements according to EN 50419:2006			Verdict
1.	Unique Identification of producer provided e.g. by brand name, trade mark, address of manufacturer etc.	<input checked="" type="checkbox"/> Brand Name <input checked="" type="checkbox"/> Trademark <input type="checkbox"/> Other identification <input type="checkbox"/> No identification	<b>P</b>
2.	Date or year of manufacture/placed on the market provided (coded or un-coded text according to EN 28601) or indicated by the additional bar	<input type="checkbox"/> Coded or encoded text <input checked="" type="checkbox"/> additional bar <input type="checkbox"/> No date / additional bar	<b>P</b>
3.	Marking and dimensions of marking as outlined in standard EN 50419:2006 Size of marking:  $a \geq 3.333 \text{ mm}$ Height of bar: minimum 1 mm if reduced below minimum size ( $a \geq 3.333 \text{ mm}$ )	<input checked="" type="checkbox"/> Marked, correct dimension <input type="checkbox"/> Marked, incorrect dimension <input type="checkbox"/> Not marked	<b>P</b>
4.	The marking shall be accessible, durable, legible and indelible. Marking durability: Inspection and by rubbing by hand for 15s with a piece of cloth soaked with water and again for 15s with a piece of cloth soaked with petroleum spirit.	Type of marking: <input type="checkbox"/> Molded <input checked="" type="checkbox"/> Label Marking is: <input checked="" type="checkbox"/> accessible <input checked="" type="checkbox"/> durable <input checked="" type="checkbox"/> legible <input checked="" type="checkbox"/> indelible	<b>P</b>

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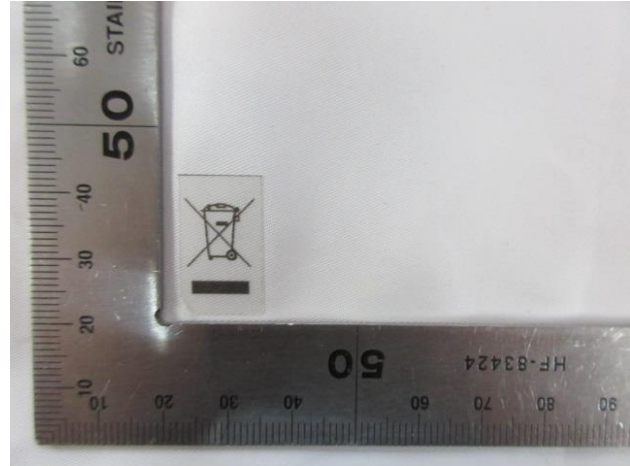
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Requirements according to EN 50419:2006			Verdict
5.	Location of marking: The marking shall be applied: a) on the product, or b) to a flag on the fixed supply cord (if any), and to the operating instructions and warranty certificates included with the product if supplied  If none of the above apply then the mark shall be on the packaging	<input type="checkbox"/> Moulded on product  <input checked="" type="checkbox"/> Label on product  <input type="checkbox"/> Flag on supply cord  <input type="checkbox"/> Operating instructions and warranty certificate  <input type="checkbox"/> Packaging  <input type="checkbox"/> None of the above	<b>P</b>

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Sample photos:



-END-



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

1.1.	<p><b>Scope</b></p> <p>These General Terms and Conditions of Business of TÜV Rheinland in Greater China ("GTBCB") is intended to govern 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 hereby refers to Mainland China, Hong Kong and Taiwan. The client hereby consents:</p> <p>(a) to the application of the GTBCB to the relationship between the parties and the applicable laws who concludes the contract; not for the purpose of a daily use;</p> <p>(b) the incorporated or unincorporated entity duly organized, validly existing and capable to form legally binding contracts;</p> <p>(c) 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 services provided within the scope of the contract.</p> <p>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 if they are in conflict with the GTBCB.</p> <p>In the context of an ongoing business relationship with the client, the GTBCB shall also apply to future contracts with the client without TÜV Rheinland having to refer to them separately in each individual case.</p>
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**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.

3.1 **Coming into effect and duration of contracts**  
The contract shall come into effect for the agreed terms upon the question 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 question from TÜV Rheinland (question), TÜV Rheinland is, in its sole discretion, entitled to amend the contract by 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 the extension, terminated in writing by either party with a three-month notice prior to the end of the contractual term.

4.1 **Scope of service**  
The scope and type of the services to be provided by TÜV Rheinland shall be specified in the contractually agreed service scope of TÜV Rheinland by both parties. If no 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, systems, organizations or other objects) shall be performed at the discretion of TÜV Rheinland and application of such are not owed. In particular, no responsibility is assumed for the design, selection of materials, construction or intended use of an examined part, process, system or plant, unless this is expressly stated in the order.

4.2 The examination 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 examination 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 proper quality of the examined object. The examination is carried out on the basis of the installation as a whole and its upstream and/or downstream processes, organizations, use and application in accordance with regulations, nor of the systems on which the installation is based. In particular, TÜV Rheinland shall assume no responsibility for the construction, selection of materials or nature of installation of the examined object, nor for the use of the object 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 completeness of the safety provisions or regulations on which the inspections are based, unless otherwise expressly agreed in writing.

change after conclusion of the contract, with a written notice to TÜV Rheinland shall be entitled to additional remuneration for resulting additional expenses.

4.7 The client undertakes to provide the necessary information and to agree exclusively with the client. A contract of third parties with the services of TÜV Rheinland, as well as making available of and justifying condition in the work result 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 part - to third parties.

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 contractual agreements with those third parties) and to accept the consequences of such relationship. TÜV Rheinland will merely be the corresponding legal liability according to this contract and the direct services actually to be provided by our company in the service of the relevant service. TÜV Rheinland is not responsible for the third parties' liability, but is 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 ensure the proper purpose of the relevant testing and certification services, the client is obliged to entrust to a third party to provide agency services, but TÜV Rheinland shall not bear any responsibility or risk for any services to be provided by any third parties (including but not limited to the testing and certification bodies). The client is obliged to ensure that the company on behalf of the client to their third testing and/or certification bodies, agency services provided by any other third parties), etc). Besides, the client shall be liable in accordance with the relevant laws, regulations and standards for the relevant testing and certification services and pay the annual renewal/inspection of the relevant testing and/or certification service results and pay additional fees in accordance with the relevant laws and regulations or the testing and certification services, are not covered by the relevant laws and regulations or the testing and certification obligation of such annual renewal/inspection and pay the corresponding fees. If the client fails to perform such obligations of the annual renewal/inspection or fees payment, it may lead to adverse consequences, such as the client may be held liable for the testing and/or certification services, which shall not be bonafide by TÜV Rheinland.

4.9 For the service contract agreed in the contract, if the client requires TÜV Rheinland to deliver relevant test samples, client, in any case, the client, or any company, or any person 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.

5.1 **Performance period/delays**  
The contractually agreed period/dates of performance are based on estimates of the work involved which are prepared in line with the details provided by the client. They shall only be binding if they have been confirmed in writing by the client.

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

5.3 Articles 5.1 and 5.2 also apply to the period of time that the client, to the extent of agreed period/dates of performance, not caused by TVU Rheinland.

5.4 TVU 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 addition, has not provided TVU Rheinland with all documents and information required for the performance of the service as specified in the contract.

5.5 If the performance of TVU Rheinland is delayed due to unforeseeable circumstances such as force majeure, business interruption, strikes, epidemics, pandemics, etc., TVU Rheinland is not liable. TVU 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 the accorder prescribed deadlines, it is the client's responsibility to agree on performance dates with TVU Rheinland, which enable the client to comply with the legal and/or officially prescribed deadlines. TVU Rheinland assumes no responsibility in this respect unless TVU Rheinland expressly agreed in writing to assume the risk of missing deadlines that result from the client's obligations.

6.1 The client's obligation to cooperate

The client shall guarantee that the investigation required on his part, its agents or third parties will be carried out in good time and in accordance with TUV Rheinland.

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 taken in accordance with the instructions of the TUV Rheinland experts regarding safety, regulatory and accident prevention instructions. And the client represents and warrants that:

- a) the required staff is available
- b) the product, service or management system to be certified complies with  
- applicable laws and regulations, and
- it doesn't have any illegal or prohibited behaviours or is not included in the list of Enterprises with Serious Legal and Dishonest Acts of People's Republic of China.

6.2 The client agrees to the exclusive representation and to the fact that the investigation is intended to immediately terminate the contractual relationship on notice, and i) withdraw the standard testing report certificate if any.

6.3 The client shall not add 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 total or maximum amount of compensation is agreed, TUV Rheinland shall not be liable for any

**7. Prices**

7.1 If the scope of performance is not laid down in writing when the order is placed, invoicing shall be based on costs actually incurred. If no price is agreed in writing, invoicing shall be made in accordance with the price list of TÜV Rheinland valid at the time of performance.

7.2 Unless otherwise agreed, work shall be invoiced according to the progress of the work.

7.3 If the execution of an order extends over more than one month and the value of the contract or the agreed fixed price exceeds 62,500.00 or equivalent value in local currency, TÜV Rheinland may demand payments on account or in instalments.

**Payment terms**

All invoice amounts shall be due for payment within 30 days of the invoice date without deduction or retention of the invoice. No discounts and states shall be granted.

Payments shall be made to the bank account of TÜV Rheinland as indicated on the invoice, stating the invoice and client numbers.

In the event of payment by 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 claim interest on the outstanding amount of the invoice for nonperformance and refuse to continue performance of the contract.

The provisions set forth in article 8.4 shall also apply in cases involving returned cheques, non-payment, counter payment, or other circumstances, such as the non-payment of claims or cases in which the commencement of insolvency proceedings has been dismissed due to lack of assets.

Objections to the invoices of TÜV Rheinland shall be submitted in writing within two weeks of receipt of the invoice.

TÜV Rheinland shall be entitled to demand appropriate advance payments.

8.8 TVR 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, TVR Rheinland shall notify the client in writing of the fee 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 contract year, the client may object to the increase. If the increase exceeds 5% per contract year, the client shall be notified to terminate the contract by the end of the 5% period 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 If legally established and undisputed claims may be offset against claims by TVR Rheinland, the client shall have the right to offset any amount due or payable by the client, including but not limited to claims against fees, in full or in part by the client under any contracts, agreements and/or orders/quotations reached with TVR Rheinland.

**Acceptance of work**

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

If acceptance is required, the client shall be obliged to accept it. The client is deemed to have taken place two (2) weeks after completion and handover of the work, unless the client expresses acceptance within this period stating at least one fundamental breach of contract by TÜV Rheinland. The client is not entitled to refuse acceptance due to insignificant breach of contract by TÜV Rheinland.

If acceptance is excluded according to the nature of the work performance of TÜV Rheinland, the completion of the work shall take its place.

Should the client be unable to make use of the time windows provided for the acceptance of the work 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 is not satisfied with the performance of the work, the client shall be obliged to accept the work. TÜV Rheinland is entitled to immediately charge a lump-sum compensation of 10% of the order amount as compensation for expenses. The client reserves the right to prove that the TÜV Rheinland has incurred no damage whatsoever or only a considerably lower damage than the above lump sum.

If the client has undertaken the work in the course of an acceptance service and shall still be entitled to charge lump-sum damages in the amount of 10% of the order amount as compensation for expenses if the service is not called within one year after the work has been placed. The client reserves the right to prove that TÜV Rheinland has incurred no damage whatsoever or only a considerably lower damage than the above mentioned lump sum.

**Confidentiality**

For the purpose of these terms and conditions, "confidential information" means all known or, 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, created, or otherwise disclosed by one Party (the "disclosing party") to the other Party (the "receiving party"), 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 non-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 purpose of developing new services, improving services and analysing the provision of services.

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 business days after the disclosure. If the receiving party fails to do so within the stipulated period, the receiving party shall not take any confidentiality obligations. However, towards such information, the client shall avoid using any third party platform and/or e-mail. If the receiving party is not able to avoid using any third party platform or e-mail, TÜV Rheinland, instead, the client shall send any confidential information to company email of TÜV Rheinland. Information through its company email, if the client suffers from any losses or damages due to loss or leakage of confidential information, shall not be used as evidence in any legal proceedings. Information sharing methods mentioned above, TÜV Rheinland shall be waived for any confidentiality liabilities.

All confidential information which the disclosing party transmits or otherwise discloses to the receiving party and which is created during performance of work of TÜV Rheinland shall be kept confidential and shall be treated as confidential information by the receiving party, unless it may only be used by the receiving party for the purposes of performing the contract, unless expressly otherwise agreed in writing by the disclosing party.

a) If the receiving party is required to disclose confidential information to 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 or prosecutive bodies, or third parties (including but not limited to the interested director and/or stockholders) purchased by the receiving party, the receiving party shall ensure that the standards or test requirements provided by the client's test partners and/or certified partners, etc. that are involved in the performance of the contract;

b) If the receiving party is required to disclose confidential information to the receiving party, unless it is used to protect its own confidential information, and the level with a lesser level of confidentiality than

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 furnish these employees to observe the same level of confidentiality as that of the disclosing party. The receiving party shall not disclose any confidential information for which the receiving party can furnish proof that it was generally known at the time of disclosure or has become general knowledge without violation of the confidentiality obligation. The receiving party shall not disclose any confidential information if it was disclosed to the receiving party by a third party entitled to disclose this information; or the receiving party already possessed the information prior to disclosure by the disclosing party; or the receiving party developed it itself. Any disclosure of confidential information by the disclosing party shall not be deemed to constitute "confidential information" defined by the disclosing party. 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) destroy all confidential information, including all copies, to the disclosing party, and/or (iii) 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 delay after termination or expiration of the contract. The receiving party shall return all notes and certificates prepared for the client solely for the purpose of fulfilling the obligations under the contract, which shall remain with the client. However, TUW Rheinland is entitled to make file copies of such reports, certificates, and confidential information that forms the basis for preparing these reports and certificates. The receiving party shall also be obliged to provide the disclosing party with documentation purposes required by laws, regulations and the requirements of working procedures.

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.

**Copyrights and rights of use, publications**

TUV Rheinland shall retain all exclusive copyrights in the reports, expert reports/opinions, test reports, results calculations, presentations etc. prepared by TUV Rheinland unless otherwise agreed by the parties in a separate agreement. As the owner of the copyrights, TUV Rheinland is free to grant others the right to use the work results for individual or all types of use (e.g. print, web).

The client receives a simple, unlimited, non-transferable, non-assignable right of use to the work results for the work results for the work results for the work results for the work results for the parties in a separate agreement. The client may only use such reports, expert reports/opinions, test reports/opinions, results calculations, presentations etc. prepared within the scope of the contract for the intended purpose.

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

The client is not allowed to make any use of the work results for any other purpose than the work results in full unless TUV Rheinland has given its prior written consent to the partial passing on of the work results.

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 question of the introduction of the work results into the TUUV Rheinland Research and Development Department, or any other use of the work results by the client ensures that the addressee user shall comply with relevant applicable laws, regulations or relevant rules (including but not limited to specific applicable testing and certification laws, etc.).

TUUV 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 to the addressee user and to delete the work results and any publication or duplication of the work results.

The consent of TUUV 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 TUUV Rheinland.

**Liability of TVU Rheinland**

Notwithstanding to whomsoever the liability is transferred, the liability of TVU Rheinland for all damages, including reimbursement of expenses caused by TVU 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; 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 for a fixed-term contract, three times the fee for the individual contract; (iv) in the case of a contract for an indefinite contract, three times the fee for the individual contract; and (v) in the case of a framework agreement, three times the fee for the individual contract. 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 TVU Rheinland shall be only limited to and shall not exceed the said 2.5 Million Euro or equivalent amount in local currency.

the limitation on liability according to article 12.2, agents shall not be liable for damages and losses caused by malice, intent or gross negligence on the part of TÜV Rheinland or its designated agents. Such limitation shall not apply to damages for a person's death, physical injury or illness. 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 shall be subject to the limitation on liability. The limitation on liability (unless 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).

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 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.

Unless otherwise contractually agreed in writing, TÜV Rheinland shall only be liable under the contract to the client.

None of the provisions of this article 12 changes the burden of proof to the disadvantage of the client.

**Export control**

When passing goods or other 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.

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 immediate effect and the client shall compensate for the losses incurred thereof by TÜV Rheinland.

The client understands and agrees that TUV 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 data protection policies in place for the consent of the client and its related parties to TUV Rheinland to process personal data that the client collected or processed by itself and transferred to TUV Rheinland. In certain services, we may also process sensitive personal data. TUV Rheinland will use and disclose the data in accordance with the relevant legal basis. If any personal data has to be processed in relation to any third party, TUV Rheinland will ensure that the third party has confirmed that the data was collected, the client also confirms that it has obtained the prior consent of the data subject. Rheinland will carry out cross-border data transmission and protect the data in compliance with applicable personal data protection laws and regulations. Rheinland will ensure that the data subject's rights and 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 condition for deletion arises. Data subjects may exercise the following rights: right of information, right of rectification, right of erasure, right of restriction, right of portability, right of objection, right of data transferability. In addition, persons concerned by the data processing have the right to be heard at any time with effect for the future, as well as the right to file a complaint with the competent data protection authority. For more information on your rights, please refer to the privacy policy by TUV Rheinland as the person responsible for contract processing, please refer to the respective data protection information. You can contact the Group Data Protection Officer of TUV Rheinland by email at [dataprotection@tuv.com](mailto:dataprotection@tuv.com) or by post at the following address: TUV Rheinland AG, Group Data Protection Officer, Alte Zollenaue 1, 40880 Ratingen, Germany. D50090

5.1 Retention of test material and documentation  
The test samples submitted by the client to TÜV Rheinland for testing will be scrapped following testing or will be returned to the client at the client's expense. The only exceptions are test

5.2 Charges apply if the test samples are stored at the premises of TÜV Rheinland. The cost of placing a test sample into storage will be disclosed to the client in the quotation.

In 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, in response to such a request, is incapable of making available the reference samples and/or documentation, any liability claims for material and pecuniary damage resulting from the respective testing and certification that is brought forward by the client against TÜV Rheinland shall be voided.

5.5 The costs of the handover and dispatch of the test samples for storage on the client's premises 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.

**Termination of the contract**  
Notwithstanding clause 3.3 of the GTCB, TÜV Rheinland and the client are entitled to terminate the contract in its entirety or, in the case of services combined in one contract, each of the combined parts of the contract individually and independently of the continuation of the remaining services with six (6) months' notice to the end of the contractually agreed term. The notice period shall be shortened to six (6) weeks in case TÜV Rheinland is prevented from performing the services due to a loss or suspension of its accreditation or certification.

For good causes, TÜV Rheinland may consider giving a written notice to the client to terminate 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 include, but not limited to the following:

a) the client does not immediately notify TÜV Rheinland of changes in the conditions within the contract which are relevant to the safety or signs of such changes;  
b) the client issues the certificate or certification in violation of the conditions 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 its payment claims to TÜV Rheinland under the contract are consistently endangered and TÜV Rheinland cannot reasonably be expected to continue the contractual relationship.  
In the event of any of the above-mentioned circumstances, TÜV Rheinland reserves the right to terminate the contract immediately and without notice for good and grossly negligent behavior of the managers, employees or agents of the client.  
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 or notification, or other

does not belong to the insurance coverage applicable to TÜV Rheinland, and TÜV Rheinland believes that there is a risk or some risks beyond its control to continue to perform the contract. In the event of termination of the contract by TÜV Rheinland for reasons other than the contract shall be entitled to lump-sum claim for damages against the client if the conditions of a claim damages exist. In this case, the client shall owe 15% of the remuneration to be paid until the end of the fixed contract term as lump-sum compensation. The client reserves the right to prove that there is no damage or a considerably lower damage. TÜV Rheinland reserves the right to prove a considerably higher damage in individual cases.

TÜV Rheinland is also entitled to terminate the contract at written notice if the client has not taken up use of the services of TÜV Rheinland for a service provision provided by TÜV Rheinland within the scope of a certification procedure and the certificate therefore has to be withdrawn (Clause 13) explaining during the performance of monitoring audits. Clause 16.3 applies accordingly.

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

In the absence of proof to the contrary, the following events affecting a Party shall be presumed to have occurred:

- (i) full compliance with paragraph 1 of this Clause; (ii) war (whether declared or not), invasion, occupation, rebellion, insurrection, civil war, sabotage, terrorism, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy;
- (iii) censorship and trade restriction, 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) fire, destruction, explosion, riot, strike, labor disturbance, general labor stoppage, strike, lock-out, information system or factories;
- (vii) general labor disturbance such as boycott, strike and lock-out, go-slow, operation of tactics and premises.

the contract and from any liability in damages or from any other contractual remedy for breach of contract, from the time at which the impediment causes inability to perform, provided that the time thereat is given notice thereof. If notice thereof is not given without delay, the relief is effective in the time at which notice thereof reaches the other Party. Where the effect of the impediment or the impediment is terminated, the above consequences shall apply only so long as the impediment has not invoked inevitable performance by the affected Party. Where the duration of the impediment is less than 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.

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.

Notwithstanding paragraph 1 of this Clause, where a Party becomes excessively onerous due to (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, or (b) the performance of its contractual duties has become excessively onerous due to an event beyond its reasonable control which it could not reasonably have avoided or overcome or the result of its consequences, the Parties are bound, within a reasonable time of the invocation of this Clause, to negotiate alternative contractual terms which would be acceptable to both Parties.

Where Clause 18.2 applies, but where the Parties have been unable to agree alternative contractual terms as provided in paragraph 1 of this Clause, the Party invoking this Clause is entitled to terminate the contract, but without request, adjudication by the judge or arbitrator without the agreement of the other Party.

17.1 All amendments and supplements must be in writing in order to be effective. This also applies to amendments and supplements to this clause 17.1.

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. Unless otherwise stipulated in the contract, the governing law of the contract and these terms shall

a) If TVU 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 TVU 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 TVU 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.

14. Any dispute in connection with the contract and these terms and conditions or the execution, shall be settled friendly through negotiations.

Unless otherwise stipulated in the contract, if no settlement or no agreement in respect of the dispute of the negotiating period can be reached within two months of the arising of the dispute, the dispute shall be submitted.

a) 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 TUV Rheinland, to Hong Kong legally registered and existing in Taiwan, to Chinese Arbitration Association, Taipei to be arbitrated in accordance with its then current Rules of Arbitration. The arbitration shall take place in Taipei.

c) In the case of TUV Rheinland being legally registered and existing in Hong Kong, to Hong Kong International Arbitration Centre (HKIAC) to be settled by arbitration under the HKIAC Arbitration Rules in force when the arbitration is submitted in accordance with the arbitration agreement. The arbitration shall take place in Hong Kong.

The decision of the relevant arbitration tribunal shall be final and binding on both parties. The