

Report No.: 158280457a 001 Page 1 of 16

Client: ONE FOR FUN LIMITED

Contact Information: 3-5 Cambuslang Way, Gateway Office Park, Cambuslang, Glasgow,
G32 8ND

Manufacturer's name: USD068

Test item(s): Toys

**Identification/
Model No(s):** MINI SKATEBOARDS BOARD AND BIKE
Item no.: SV21459

Sample obtaining method: Sending by customer

Condition at delivery: Test item complete and undamaged.

Sample Receiving date: 2023-11-07

Testing Period: 2023-11-08 to 2023-11-14

Place of testing: Chemical laboratory Hong Kong, Toys laboratory Hong Kong

Test Specification:

Please refer to "Test Result Summary List" on page 2 for details

Other information:

Country of Origin: China

The provided age grade of the item(s) : Not Provided
The appropriate age grade of the item(s) : Not Requested (by client)
As per client request, the item(s) was/ were tested for the age of over 3 years.

Packaging provided: No

Provided Sample size : 4 sets

For and on behalf of
TÜV Rheinland Hong Kong Ltd.

2023-11-14

 Amenda Yung / Senior CS 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.

Test Result Summary :**Test Specification:****Test result:**

1 ASTM F963-17: Mechanical and physical (As per client request, Clause 5-Labeling requirements, 6-Instructional Literature, 7-Producer's Marking were excluded in this test report)	PASS
2 ASTM F963-17: Flammability on solids and soft toys	PASS
3 16 C.F.R. 1303 (CPSIA Sect. 101), ASTM F963-17 Sect. 4.3.5.1 and Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): Total lead content in paint and coating materials	PASS
4 15 USC 1278a (CPSIA Sect. 101), ASTM F963-17 Sect. 4.3.5.2 and Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): Total lead content in substrate materials	PASS
5 ASTM F963-17 Sect. 4.3.5.1 and 4.3.5.2 : Soluble heavy metal	PASS
6 CPSIA Section 108 as amended by 16 CFR 1307 : Phthalates	PASS
California Safe Drinking Water and Toxic Enforcement Act of 1986 (CA Prop 65): DEHP, BBP, DBP, DIDP, DnHP content	PASS

Test Report No.: 158280457a 001

Page 3 of 16

Material List:

Item: MINI SKATEBOARDS BOARD AND BIKE

Item no.: SV21459

Material No.	Material	Color	Location
M001	Whole Product	Multicolor	[#All item]-Whole product
M002	Coating	Red/Black	[#Green bike set]-Pattern of bike; [#Yellow bike set]-Pattern of bike
M003	Coating	Silvery/Black	[#Red bike set]-Pattern of bike
M004	Coating	Silvery/Red	[#Blue bike set]-Pattern of bike
M005	Coating	Brozen	[#Green bike set]-Pattern of small skateboards
M006	Coating	Red	[#Red bike set]-Pattern of small skateboards
M007	Coating	Blue	[#Blue bike set]-Pattern of small skateboards
M008	Coating	Silvery	[#Yellow bike set]-Pattern of small skateboards
M009	Metal	Silvery	[#Green bike set]-Seat stand of bike; [#Red bike set]-Seat stand of bike;[#Blue bike set]-Seat stand of bike;[#Yellow bike set]-Seat stand of bike
M010	Metal	Bright silvery	[#Green bike set]-Screws of bike;[#Red bike set]-Screws of bike;[#Blue bike set]-Screws of bike;[#Yellow bike set]-Screws of bike
M011	Metal	Silvery	[#Green bike set]-Screws of small skateboards;[#Red bike set]-Screws of small skateboards;[#Blue bike set]-Screws of small skateboards;[#Yellow bike set]-Screws of small skateboards
M012	Plastic	Black	[#Green bike set]-Tires of bike;[#Red bike set]-Tires of bike;[#Blue bike set]-Tires of bike;[#Yellow bike set]-Tires of bike
M013	Plastic	Black	[#Green bike set]-Ring of bike;[#Red bike set]-Ring of bike;[#Blue bike set]-Ring of bike;[#Yellow bike set]-Ring of bike

Test Report No.: 158280457a 001

Page 4 of 16

M014	Plastic	Black	[#Green bike set]-Steering wheels, Stand of bike, Small wheel, Lower body of small skateboards;[#Red bike set]-Steering wheels, Stand of bike, Small wheel, Lower body of small skateboards;[#Blue bike set]-Steering wheels, Stand of bike, Small wheel, Lower body of small skateboards, Wheels of large skateboards;[#Yellow bike set]-Steering wheels, Stand of bike, Small wheel, Lower body of small skateboards
M015	Plastic	Green	[#Green bike set]-Body of bike;[#Red bike set]-Seat of bike
M016	Plastic	Yellow	[#Green bike set]-Wheels of bike, Body of large skateboards;[#Red bike set]-Wheels of bike, Body of small skateboards;[#Blue bike set]-Seat of bike;[#Yellow bike set]-Body of bike
M017	Plastic	Silvery	[#Green bike set]-Gear, Pedal of bike, Wheels stand of large skateboards;[#Red bike set]-Gear, Pedal of bike, Wheels stand of large skateboards;[#Blue bike set]-Gear, Pedal of bike, Wheels stand of large skateboards;[#Yellow bike set]-Gear, Pedal of bike, Wheels stand of large skateboards
M018	Plastic	Light blue	[#Green bike set]-Wheels of large skateboards
M019	Plastic	Blue	[#Green bike set]-Upper body of small skateboards
M020	Plastic	Red	[#Green bike set]-Seat of bike;[#Red bike set]-Body of bike;[#Blue bike set]-Wheels of bike, Body of large skateboards;[#Yellow bike set]-Wheels of bike
M021	Plastic	Beige	[#Red bike set]-Wheels of large skateboards
M022	Plastic	Light green	[#Red bike set]-Body of large skateboards
M023	Plastic	Deep blue	[#Blue bike set]-Body of bike;[#Yellow bike set]-Seat of bike
M024	Plastic	Dull green	[#Blue bike set]-Body of small skateboards

Test Report No.: 158280457a 001

Page 5 of 16

M025	Plastic	Orange	[#Yellow bike set]-Wheels of large skateboards
M026	Plastic	Light blue	[#Yellow bike set]-Body of large skateboards
M027	Plastic	Deep red	[#Yellow bike set]-Upper body of small skateboards
M028	Plastic + adhesive	Black/White	[#Green bike set]-Upper body of large skateboards;[#Red bike set]-Upper body of large skateboards;[#Blue bike set]-Upper body of large skateboards;[#Yellow bike set]-Upper body of large skateboards
M029	Plastic + printing + paper + adhesive	Transparent + Multicolor + White	[#Green bike set]-Sticker of large skateboards;[#Red bike set]-Sticker of large skateboards;[#Blue bike set]-Sticker of large skateboards;[#Yellow bike set]-Sticker of large skateboards

Test Report No.: 158280457a 001

Page 6 of 16

1.ASTM F963-17: Mechanical and physical
Test result:

Test No:	T001
Material No:	M001
4. Safety requirements	
4.1 Material Quality (visual check)	PASS
4.7 Accessible edges	PASS
4.9 Accessible points	PASS
4.11 Nails and fasteners	PASS
4.17 Wheels, tires and axles	PASS
5. Labeling requirements	
5.1 Federal government requirements	Not Conducted
5.2 Age grading labeling	Not Conducted
5.3 Safety labeling requirements	Not Conducted
5.4 Aquatic toys	Not Conducted
5.5 Crib and playpen toys	Not Conducted
5.6 Mobiles	Not Conducted
5.7 Stroller and carriage toys	Not Conducted
5.8 Toys intended to be assembled by an adult	Not Conducted
5.9 Simulated protective devices	Not Conducted
5.10 Toys with functional sharp edges or points	Not Conducted
5.11 Small objects, small balls, marbles and balloons	Not Conducted
5.12 Toy caps	Not Conducted
5.13 Art materials	Not Conducted
5.16 Promotional materials	Not Conducted
5.17 Magnets	Not Conducted
6. Instructional literature	
6.1 Definition and description	Not Conducted
6.2 Crib and playpen toys	Not Conducted
6.3 Mobiles	Not Conducted
6.4 Toys intended to be assembled by an adult	Not Conducted
6.7 Toys in contact with food	Not Conducted
6.8 Toy chests	Not Conducted
7. Producer's markings	
7.1 Name and address of the producer or the distributor	Not Conducted
7.3 Toy chests	Not Conducted

Test Report No.: 158280457a 001

Page 7 of 16

Use and Abuse Tests:

The submitted samples were undergone the use and abuse tests in accordance with FHSA 16 CFR and whichever is applicable the tested age grade.

Age Category	Impact Test	Flexure Test	Torque Test	Tension Test	Compression Test
0-18 Months 16 CFR 1500.51	10 x 4.5 ft	120 Arc 30 Cycles 10 lbs	2 in-lbs	10 lbs	20 lbs
19-36 Months 16 CFR 1500.52	4 x 3 ft	120 Arc 30 Cycles 15 lbs	3 in-lbs	15 lbs	25 lbs
37-96 Months 16 CFR 1500.53	4 x 3 ft	120 Arc 30 Cycles 15 lbs	4 in-lbs	15 lbs	30 lbs

The clause and/or sub-clause would be indicated only in the test report whichever applicable. The comprehensive result report is available upon request.

Test Report No.: 158280457a 001

Page 8 of 16

2.ASTM F963-17: Flammability on solids and soft toys**Test result:**

Test No:	T001
Material No:	M001
4.2 Flammability on solids and soft toys	PASS

The burning rate of the most severe part = IBE

Note: Maximum permissible burning rate = 0.1 Inch/sec.

Abbreviation: IBE = Ignite But Self-extinguish

Test Report No.: 158280457a 001

Page 9 of 16

3.16 C.F.R. 1303 (CPSIA Sect. 101), ASTM F963-17 Sect. 4.3.5.1 and Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): Total lead content in paint and coating materials

Test method: CPSC-CH-E1003-09.1 (Microwave method)

Test result:

Test No.	Material No.	Test Parameter	Unit	RL	Regulatory Requirement	Test Result
T001	M002 + M003	Lead Content	ppm	10	90	< RL
T002	M004 + M006	Lead Content	ppm	10	90	< RL
T003	M005 + M007 + M008	Lead Content	ppm	10	90	< RL

Abbreviation: < = less than
RL = Reporting Limit
ppm = parts per million

Remark:

- * The highlighted result was found to be more than the maximum permissible limit.
- *1 Requirement according to Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65):
 - a) Paint or other surface coating shall not contain more than 0.009% (90 ppm) total lead content
 - b) All other components shall not contain more than 0.01% (100 ppm) total lead content

Test Report No.: 158280457a 001

Page 10 of 16

4.15 USC 1278a (CPSIA Sect. 101), ASTM F963-17 Sect. 4.3.5.2 and Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): Total lead content in substrate materials

Test method: CPSC-CH-E1001-08.3 and CPSC-CH-E1002-08.3 (Microwave method)

Test result:

Test No.	Material No.	Test Parameter	Unit	RL	Regulatory Requirement	Test Result
T001	M009 + M010 + M011	Lead Content	ppm	10	100	< RL
T002	M012 + M013	Lead Content	ppm	10	100	< RL
T003	M014 + M015 + M016	Lead Content	ppm	10	100	< RL
T004	M017 + M018 + M019	Lead Content	ppm	10	100	< RL
T005	M020 + M021 + M022	Lead Content	ppm	10	100	< RL
T006	M023 + M024 + M025	Lead Content	ppm	10	100	< RL
T007	M026 + M027	Lead Content	ppm	10	100	< RL
T008	M028	Lead Content	ppm	10	100	< RL
T009	M029	Lead Content	ppm	10	100	< RL

Abbreviation: < = less than
 RL = Reporting Limit
 ppm = parts per million

Remark:

- * The highlighted result was found to be more than the maximum permissible limit.
- *1 Requirement according to Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65):
 - a) Paint or other surface coating shall not contain more than 0.009% (90 ppm) total lead content
 - b) All other components shall not contain more than 0.01% (100 ppm) total lead content

Test Report No.: 158280457a 001

Page 11 of 16

5.ASTM F963-17 Sect. 4.3.5.1 and 4.3.5.2 : Soluble heavy metal

Test method: For paint and similar surface-coating materials: ASTM F963-17 Section 8.3.2 - 8.3.4
 Method to Dissolve Soluble Matter for Surface Coatings, Preparation of Test Samples
 and Test Procedures

For substrate: ASTM F963-17 Section 8.3.5 Soluble Element Test Method for Substrate
 Materials

Test result:

Test No.	Material No.	Sb	As	Ba	Cd	Cr	Pb	Hg	Se	Mass of trace amount (mg)	Conclusion
		Maximum Permissible Limit of Any Toy Materials except Modelling Clay (mg/kg)									
		60	25	1000	75	60	90	60	500		
		Maximum Permissible Limit of Modelling Clay (mg/kg)									
		60	25	250	50	25	90	25	500		
		RL (mg/kg)									
		5	5	2.5	2.5	2.5	2.5	2.5	10		
T001	M002	-	-	-	-	-	-	-	-	<10	NO COMMENT
T002	M003	-	-	-	-	-	-	-	-	<10	NO COMMENT
T003	M004	-	-	-	-	-	-	-	-	<10	NO COMMENT
T004	M005	-	-	-	-	-	-	-	-	<10	NO COMMENT
T005	M006	-	-	-	-	-	-	-	-	<10	NO COMMENT
T006	M007	-	-	-	-	-	-	-	-	<10	NO COMMENT
T007	M008	-	-	-	-	-	-	-	-	<10	NO COMMENT
T008	M012	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	-	PASS
T009	M013	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	46	PASS
T010	M014	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	-	PASS
T011	M015	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	-	PASS
T012	M016	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	-	PASS
T013	M017	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	-	PASS
T014	M018	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	-	PASS
T015	M019	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	-	PASS
T016	M020	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	-	PASS
T017	M021	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	-	PASS
T018	M022	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	-	PASS
T019	M023	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	-	PASS
T020	M024	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	-	PASS
T021	M025	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	-	PASS
T022	M026	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	-	PASS
T023	M027	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	-	PASS

Test Report No.: 158280457a 001

Page 12 of 16

Test No.	Material No.	Sb	As	Ba	Cd	Cr	Pb	Hg	Se	Mass of trace amount (mg)	Conclusion
		Maximum Permissible Limit of Any Toy Materials except Modelling Clay (mg/kg)									
		60	25	1000	75	60	90	60	500		
		Maximum Permissible Limit of Modelling Clay (mg/kg)									
		60	25	250	50	25	90	25	500		
		RL (mg/kg)									
		5	5	2.5	2.5	2.5	2.5	2.5	10		
T024	M028	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL	-	PASS
T025	M029	< RL	< RL	2.9	< RL	< RL	< RL	< RL	< RL	-	PASS

Abbreviation: < = less than
 RL = Reporting Limit
 mg/kg = milligram per kilogram

Remark:

- * Migration results of eight elements shown are the adjusted analytical results

Element	Sb	As	Ba	Cd	Cr	Pb	Hg	Se
Analytical Correction (in %)	60	60	30	30	30	30	50	60

** The highlighted result was found to be more than the maximum permissible limit.

*** According to ASTM F963-17, if the weight of a test portion of toy material is less than 10 mg, the analysis of migration of certain elements would not be required. If the weight of a test portion of toy material is between 10 mg and 100 mg, the analytical results would be calculated as though 100mg of the test portion had been used.

Test Report No.: 158280457a 001

Page 13 of 16

6. Phthalates content

Test Method: Ref. to CPSC-CH-C1001-09.4

Test Result:

Test No. Material No.				T001 M002 + M003	T002 M004 + M006	T003 M005 + M007 + M008
Test Parameter	CAS NO	Unit	RL	Result	Result	Result
Diethylhexyl phthalate (DEHP)	117-81-7	%	0.01	< RL	< RL	< RL
Dibutyl phthalate (DBP)	84-74-2	%	0.01	< RL	< RL	< RL
Benzylbutyl phthalate (BBP)	85-68-7	%	0.01	< RL	< RL	< RL
Diisobutyl phthalate (DIBP)	84-69-5	%	0.01	< RL	< RL	< RL
Diisononyl phthalate (DINP)	28553-12-0, 68515-48-0	%	0.01	< RL	< RL	< RL
Diisodecyl phthalate (DIDP)	26761-40-0, 68515-49-1	%	0.01	< RL	< RL	< RL
Di-n-pentyl phthalate (DnPP)	131-18-0	%	0.01	< RL	< RL	< RL
Di-n-hexyl phthalate (DnHP)	84-75-3	%	0.01	< RL	< RL	< RL
Dicyclohexyl phthalate (DCHP)	84-61-7	%	0.01	< RL	< RL	< RL
Conclusion: CPSIA Section 108 as amended by 16 CFR 1307				Pass	Pass	Pass
Conclusion: CA Prop 65 DEHP, BBP, DBP, DIDP and DnHP content				Pass	Pass	Pass

Test No. Material No.				T004 M012 + M013	T005 M014 + M015 + M016	T006 M017 + M018 + M019
Test Parameter	CAS NO	Unit	RL	Result	Result	Result
Diethylhexyl phthalate (DEHP)	117-81-7	%	0.01	< RL	< RL	< RL
Dibutyl phthalate (DBP)	84-74-2	%	0.01	< RL	< RL	< RL
Benzylbutyl phthalate (BBP)	85-68-7	%	0.01	< RL	< RL	< RL
Diisobutyl phthalate (DIBP)	84-69-5	%	0.01	< RL	< RL	< RL
Diisononyl phthalate (DINP)	28553-12-0, 68515-48-0	%	0.01	< RL	< RL	< RL
Diisodecyl phthalate (DIDP)	26761-40-0, 68515-49-1	%	0.01	< RL	< RL	< RL
Di-n-pentyl phthalate (DnPP)	131-18-0	%	0.01	< RL	< RL	< RL
Di-n-hexyl phthalate (DnHP)	84-75-3	%	0.01	< RL	< RL	< RL
Dicyclohexyl phthalate (DCHP)	84-61-7	%	0.01	< RL	< RL	< RL
Conclusion: CPSIA Section 108 as amended by 16 CFR 1307				Pass	Pass	Pass
Conclusion: CA Prop 65 DEHP, BBP, DBP, DIDP and DnHP content				Pass	Pass	Pass

Test Report No.: 158280457a 001

Page 14 of 16

Test No. Material No.				T007 M020 + M021 + M022	T008 M023 + M024 + M025	T009 M026 + M027
Test Parameter	CAS NO	Unit	RL	Result	Result	Result
Diethylhexyl phthalate (DEHP)	117-81-7	%	0.01	< RL	< RL	< RL
Dibutyl phthalate (DBP)	84-74-2	%	0.01	< RL	< RL	< RL
Benzylbutyl phthalate (BBP)	85-68-7	%	0.01	< RL	< RL	< RL
Diisobutyl phthalate (DIBP)	84-69-5	%	0.01	< RL	< RL	< RL
Diisononyl phthalate (DINP)	28553-12-0, 68515-48-0	%	0.01	< RL	< RL	< RL
Diisodecyl phthalate (DIDP)	26761-40-0, 68515-49-1	%	0.01	< RL	< RL	< RL
Di-n-pentyl phthalate (DnPP)	131-18-0	%	0.01	< RL	< RL	< RL
Di-n-hexyl phthalate (DnHP)	84-75-3	%	0.01	< RL	< RL	< RL
Dicyclohexyl phthalate (DCHP)	84-61-7	%	0.01	< RL	< RL	< RL
Conclusion: CPSIA Section 108 as amended by 16 CFR 1307				Pass	Pass	Pass
Conclusion: CA Prop 65 DEHP, BBP, DBP, DIDP and DnHP content				Pass	Pass	Pass

Test No. Material No.				T010 M028	T011 M029
Test Parameter	CAS NO	Unit	RL	Result	Result
Diethylhexyl phthalate (DEHP)	117-81-7	%	0.01	< RL	< RL
Dibutyl phthalate (DBP)	84-74-2	%	0.01	< RL	< RL
Benzylbutyl phthalate (BBP)	85-68-7	%	0.01	< RL	< RL
Diisobutyl phthalate (DIBP)	84-69-5	%	0.01	< RL	< RL
Diisononyl phthalate (DINP)	28553-12-0, 68515-48-0	%	0.01	< RL	< RL
Diisodecyl phthalate (DIDP)	26761-40-0, 68515-49-1	%	0.01	< RL	< RL
Di-n-pentyl phthalate (DnPP)	131-18-0	%	0.01	< RL	< RL
Di-n-hexyl phthalate (DnHP)	84-75-3	%	0.01	< RL	< RL
Dicyclohexyl phthalate (DCHP)	84-61-7	%	0.01	< RL	< RL
Conclusion: CPSIA Section 108 as amended by 16 CFR 1307				Pass	Pass
Conclusion: CA Prop 65 DEHP, BBP, DBP, DIDP and DnHP content				Pass	Pass

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

Test Report No.: 158280457a 001

Page 15 of 16

Remark:

- Requirement of Consumer Product Safety Improvement Act 2008, section 108, as amended by 16 CFR 1307 is summarized below:

Parameter	Unit	Maximum Permissible Limit
Accessible plasticized components in children's toy or childcare article:		
Dibutyl phthalate (DBP), Benzylbutyl phthalate (BBP), Diethylhexyl phthalate (DEHP), Diisononyl phthalate (DINP), Diisobutyl Phthalate (DIBP), Di-n-pentyl Phthalate (DPENP) (DnPP), Di-n-hexyl Phthalate (DHEXP) (DnHP), Dicyclohexyl Phthalate (DCHP)	%	0.1 (each)

- Requirement of Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65):DEHP, BBP, DBP, DIDP and DnHP content
1,000ppm (0.1%) each as quoted from County of Alameda Case No. BG-07350969

Test Report No.: 158280457a 001

Page 16 of 16

Sample Photos



- END -

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

1.	Scope	3.8	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 annum, the client shall not have the right to object. If the rise in fees exceeds 5% per annum, the client shall be entitled to terminate the contract by the end of the month in which the rise in fees has been notified. The increased fees shall be deemed to have been agreed upon by the time of the expiry of the notice period.	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 trade regulations or embargoes and/or sanctions. In the event of a violation, TÜV Rheinland shall be entitled to terminate the contract with immediate effect and the client shall compensate for the losses incurred thereof by TÜV Rheinland.
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 natural entities of TÜV Rheinland in Greater China as applicable as the case may be ("TÜV Rheinland"). The Greater China hereof refers to Mainland China, Hong Kong and Taiwan. The client hereby includes:	3.9	Only legally established and undisputed claims may be offset against claims by TÜV Rheinland. TÜV Rheinland shall have the right at all times to setoff any amount due or payable by the client, if relevant to the subject matter of the contract, by the client under any contracts, agreement and/or orders/quotations reached with TÜV Rheinland.	14.	Data protection notice
1.2	a) 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;	3.10	Acceptance of work	14.1	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 reviewed the sample content of the data subject, which includes the reference samples to access, use, or process the personal data that the client collected or processed by itself and transferred to TÜV Rheinland. For certain services, we may also process sensitive personal data. TÜV Rheinland will use and process the data in accordance with the relevant legal basis. If any personal data has to be disclosed or transferred to any third party or any overseas party outside of the district in which the personal data was collected, the client also confirms that it has reviewed 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 fraud, 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 for the future, as well as the right to file a complaint with the competent data protection supervisory authority. For further details on the processing of personal data by TÜV Rheinland as the person responsible or contract processor, please refer to the respective data protection information. You can contact the Group Data Protection Officer of TÜV Rheinland, c/o group data protection@tuv.com or by post at the following address: TÜV Rheinland AG, c/o Data Protection Officer, Am Grauen Stein, 51105 Cologne, Germany.
1.3	Any standard terms and conditions of the client of any nature shall not apply and shall hereby be expressly excluded. No standard contract conditions of the client shall form part of the contract even if TÜV Rheinland does not explicitly object to them.	3.11	Any part of the work result ordered which is complete in itself may be presented by TÜV Rheinland for acceptance as an instalment. The client shall be obliged to accept it immediately.	15.	Retention of test material and documentation
1.4	In the event of an ongoing business relationship with the client, this GTBCB shall also apply to future contracts with the client without TÜV Rheinland having to refer to them separately in each individual case.	3.12	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 expresses acceptance within this period starting 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.	15.1	The test samples submitted by the client to TÜV Rheinland for testing will be scrapped following testing or will be returned to the client at the client's expense. The only exceptions are test samples, which are placed in storage on the basis of statutory regulations or of another agreement with the client.
2.	Quotations	3.13	If acceptance is excluded according to the nature of the work performance of TÜV Rheinland, the completion of the work shall take its place.	15.2	Charges apply if the test samples are stored at the premises of TÜV Rheinland. The cost of placing a test sample into storage will be disclosed to the client in the quotation.
2.1	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.	3.14	During the Follow-Audit stage, if the client was unable to make use of the time windows provided for the scope of a certification procedure for auditing performance by TÜV Rheinland and the client is therefore to be withdrawn (e.g. performance of surveillance audits), or if the client cancels or postpones a confirmed audit 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 object to the payment of the fee incurred no damage whatsoever or only a considerably lower damage than the above lump sum.	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, in response to such a request, is incapable of making available the reference samples and/or documentations, 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 excluded.
3.	Coming into effect and duration of contracts	3.15	If acceptance is excluded according to the nature of the work performance of TÜV Rheinland, the completion of the work shall take its place.	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 EUCEC certificates of conformity and GS mark certificates.
3.1	The contract shall come into effect after 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 respective service.	3.16	If acceptance is excluded according to the nature of the work performance of TÜV Rheinland, the completion of the work shall take its place.	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.
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.	4.	Confidentiality	16.	Termination of 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.	4.1	For the purpose of these terms and conditions, "confidential information" means all know-how, trade secrets, patents, designs, drawings, documents, data, information, reports, test results, 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 enabling the provision of services.	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 services, if the client or TÜV Rheinland, independently of TÜV Rheinland, has terminated the remaining services with six (6) months' notice to the end of the contractually agreed term. The notice period shall be shortened to six (6) weeks in case TÜV Rheinland is prevented from performing the services due to a loss or a suspension of its accreditation or notification.
4.	Scope of services	4.2	The disclosing party shall mark all confidential information disclosed in written form as confidential information and shall receive a copy of the confidential information disclosed by the receiving party 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 received within five working days after disclosure. The disclosing party shall be deemed to have waived data protection if the disclosing party does not limit the disclosure of confidential information to the receiving party.	16.2	For good causes, TÜV Rheinland may consider giving a written notice to the client to terminate the contract and/or to suspend the laboratory and the client shall pay the relevant service fees for the services provided by TÜV Rheinland up to the termination date of the contract.
4.1	The scope and type of the services to be provided by TÜV Rheinland shall be specified in the contractually agreed service scope of TÜV Rheinland by both parties. If no such separate service scope of TÜV Rheinland exists, then the written confirmation of order by TÜV Rheinland shall be decisive for the service to be provided. Unless otherwise agreed, services beyond the scope of the service description (e.g. checking the correctness and functionality of parts, product 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 and use of an existing part, product, process or plant, unless this is expressly stated in the order.	4.3	The receiving party shall not be allowed to disclose confidential information to third parties without the prior written consent of the disclosing party. 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 received within five working days after disclosure. The disclosing party shall be deemed to have waived data protection if the disclosing party does not limit the disclosure of confidential information to the receiving party.	16.3	Good causes includes but not limited to the following: a) the client's request for a change of the conditions of changes in the conditions within the company which are relevant for certification or signs of such changes; b) the client misuses the certificate or certification mark or uses it in violation of the contract; c) the client's request for a change of the conditions of changes in the conditions within the company which are relevant for certification or signs of such changes; d) a substantial deterioration of the financial circumstances of the client occurs and as a result the payment claims of TÜV Rheinland under the contract are considerably endangered and TÜV Rheinland cannot reasonably be expected to continue to perform the contract; e) in the event of any serious misrepresentation, be it by intentional fraud or grossly negligent fraud; 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 intervention, sanctions, war, restriction or notification; g) if the country/region involved in the whole contract or of the specific service project in the contract does not belong to the insurance coverage applied by TÜV Rheinland, and TÜV Rheinland shall that there is a risk or some risks beyond its control to continue to perform the contract.
4.2	The agreed services shall be performed in compliance with the regulations in force at the time the contract is entered into.	4.4	On execution of the work there shall be no simultaneous assumption of any guarantee of the correctness (product quality) and working order of either tested or examined parts nor of the installation as a whole and its upstream and/or downstream processes, organizations, use and application in accordance with regulations, nor of the systems on which the installation is based. In particular, TÜV Rheinland shall assume no responsibility for the construction, selection of material and assembly of installations examined, nor for their use and application in accordance with regulations, unless these questions are expressly covered by the contract.	16.4	In the event of termination with written notice by TÜV Rheinland for good cause, TÜV Rheinland shall be entitled to a lump-sum compensation of 10% of the order amount as compensation for expenses. In the event of termination with written notice by the client, the client shall be deemed to have waived data protection if the disclosing party does not limit the disclosure of confidential information to the receiving party.
4.3	The agreed services shall be performed in compliance with the regulations in force at the time the contract is entered into.	4.5	On execution of the work there shall be no simultaneous assumption of any guarantee of the correctness (product quality) and working order of either tested or examined parts nor of the installation as a whole and its upstream and/or downstream processes, organizations, use and application in accordance with regulations, nor of the systems on which the installation is based. In particular, TÜV Rheinland shall assume no responsibility for the construction, selection of material and assembly of installations examined, nor for their use and application in accordance with regulations, unless these questions are expressly covered by the contract.	16.5	TÜV Rheinland is also entitled to terminate the contract with written notice if the client has not been able to use the time windows for auditing service provision provided by TÜV Rheinland within the scope of a certification procedure and the certificate therefore has to be withdrawn (for example during the performance of monitoring audits). Clause 16.3 applies accordingly.
4.4	On execution of the work there shall be no simultaneous assumption of any guarantee of the correctness (product quality) and working order of either tested or examined parts nor of the installation as a whole and its upstream and/or downstream processes, organizations, use and application in accordance with regulations, nor of the systems on which the installation is based. In particular, TÜV Rheinland shall assume no responsibility for the construction, selection of material and assembly of installations examined, nor for their use and application in accordance with regulations, unless these questions are expressly covered by the contract.	4.6	On execution of the work there shall be no simultaneous assumption of any guarantee of the correctness (product quality) and working order of either tested or examined parts nor of the installation as a whole and its upstream and/or downstream processes, organizations, use and application in accordance with regulations, nor of the systems on which the installation is based. In particular, TÜV Rheinland shall assume no responsibility for the construction, selection of material and assembly of installations examined, nor for their use and application in accordance with regulations, unless these questions are expressly covered by the contract.	17.	Force Majeure
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 or other safety regulations or other safety regulations unless otherwise expressly agreed in writing.	4.7	On execution of the work there shall be no simultaneous assumption of any guarantee of the correctness (product quality) and working order of either tested or examined parts nor of the installation as a whole and its upstream and/or downstream processes, organizations, use and application in accordance with regulations, nor of the systems on which the installation is based. In particular, TÜV Rheinland shall assume no responsibility for the construction, selection of material and assembly of installations examined, nor for their use and application in accordance with regulations, unless these questions are expressly covered by the contract.	17.1	The 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, and if to the extent that that Party proves: (a) that such impediment is beyond its reasonable control; and (b) that it has not acted negligently in the event of the force majeure; and (c) that the effects of the impediment could not reasonably have been avoided or overcome by the affected Party.
4.6	If mandatory legal regulations and standards or official requirements for the agreed service scope change after conclusion of the contract, TÜV Rheinland shall be entitled to additional remuneration for resulting additional expenses.	4.8	On execution of the work there shall be no simultaneous assumption of any guarantee of the correctness (product quality) and working order of either tested or examined parts nor of the installation as a whole and its upstream and/or downstream processes, organizations, use and application in accordance with regulations, nor of the systems on which the installation is based. In particular, TÜV Rheinland shall assume no responsibility for the construction, selection of material and assembly of installations examined, nor for their use and application in accordance with regulations, unless these questions are expressly covered by the contract.	17.2	In the absence of proof to the contrary, the following events affecting a Party shall be presumed to fulfil conditions (a) and (b) under paragraph 1 of this Clause: (i) war (whether declared or not), hostilities, invasion, act of foreign enemies, armed conflict, terrorism, civil unrest, rebellion and rebellion, military or usurped power, insurrection, act of terrorism, sabotage or piracy; (ii) currency and trade restriction, embargo, sanction; (iii) act of authority whether lawful or unlawful, compliance with any law or governmental measures such as boycott, strike and lock-out, regulation, nationalization; (iv) plague, epidemic, natural or extreme natural event; (v) explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy; (vi) general labour disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises.
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 conformity of the work results (test reports, test results, expert reports, etc.) is not part of the agreed services. The client also agrees that the inspection and inspection parties in extracts - to third parties in accordance with clause 11.4.	4.9	On execution of the work there shall be no simultaneous assumption of any guarantee of the correctness (product quality) and working order of either tested or examined parts nor of the installation as a whole and its upstream and/or downstream processes, organizations, use and application in accordance with regulations, nor of the systems on which the installation is based. In particular, TÜV Rheinland shall assume no responsibility for the construction, selection of material and assembly of installations examined, nor for their use and application in accordance with regulations, unless these questions are expressly covered by the contract.	17.3	The Party successfully invoking the force majeure shall be relieved from its duty to perform its obligations under the contract and from any liability in damages or from any other contractual remedy for breach of contract, from the time at which the impediment causes inability to perform, provided that the notice was given without delay. If notice thereof is not given without delay, the relief is effective from the time at which notice thereof reaches the other Party. Where the effect of the impediment or event invoked is temporary, the above consequences shall apply only as long as the impediment impedes performance by the affected Party. Where the effect of the impediment is permanent, it 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 giving written notice to the other Party. The Party terminating the contract shall expressly agree that the contract may be terminated by either Party if the duration of the impediment exceeds 120 days.
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 third party(ies) and establish legal relationships with that/those third party(ies) according to such contracts/agreements. TÜV Rheinland shall not be responsible for the construction, selection of material and assembly of installations examined, nor for their use and application in accordance with regulations, unless these questions are expressly covered by the contract.	5.	Performance periods/dates	18.	Hardship
4.9	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 third party(ies) and establish legal relationships with that/those third party(ies) according to such contracts/agreements. TÜV Rheinland shall not be responsible for the construction, selection of material and assembly of installations examined, nor for their use and application in accordance with regulations, unless these questions are expressly covered by the contract.	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.	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.
5.	Performance periods/dates	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.	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 the 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.
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.	5.3	If binding periods of performance have been agreed, these periods shall not commence until the client has submitted all required documents to TÜV Rheinland.	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.
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.	5.4	Articles 5.1 and 5.2 also apply, even if the client expressly approves by the client, to all extensions of agreed periods of performance not caused by TÜV Rheinland.	19.	Partial invalidity, written form, place of jurisdiction and dispute resolution
5.3	Articles 5.1 and 5.2 also apply, even if the client expressly approves by the client, to all extensions of agreed periods of performance not caused by TÜV Rheinland.	5.5	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 article 11.4. In particular, if the client has not provided TÜV Rheinland with all documents and information required for the performance of the service as specified in the contract.	19.1	All amendments and supplements must be in writing in order to be effective. This also applies to amendments and supplements to this clause 17.1.
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 article 11.4. In particular, if the client has not provided TÜV Rheinland with all documents and information required for the performance of the service as specified in the contract.	5.6	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.	19.2	If the contract or several of the provisions under these terms and conditions have become ineffective, the contracting parties shall replace the invalid provision with a legally valid one that comes closest to the content of the invalid provision and which is in line with commercial practice. Unless otherwise stipulated in the contract, the governing law of the contract and these terms and conditions shall be construed following the rules as below:
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.	6.	The client's obligation to cooperate	19.3	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.
5.6	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.	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.	19.4	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 the Republic of China.
6.	The client's obligation to cooperate	6.2	Design documents, supplies, auxiliary staff, etc. necessary for performance of the services shall be made available free of charge by the client. Moreover, collaborative action of the client must be undertaken in accordance with legal provisions, standards, safety regulations and accident prevention instructions. And the client represents and warrants that: a) it has required statutory qualifications; b) the product, service or management system to be certified complies with applicable laws and regulations; and c) it doesn't have any illegal and dishonest behaviours or is not included in the list of Enterprises with Serious Illegal and Dishonest Acts of People's Republic of China.	20.	Dispute resolution
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.	6.3	If the client breaches the aforesaid representations and warranties, TÜV Rheinland is entitled to (i) immediately terminate the contract without prior notice; and (ii) withdraw the issued testing/recertification certificates if any.	20.1	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 resolve the dispute in accordance with the Arbitration Rules of CIETAC. Where the arbitration is submitted, the arbitration shall take place in Beijing, Shanghai, Shenzhen or Chongqing as appropriately chosen by the claiming party.
6.2	Design documents, supplies, auxiliary staff, etc. necessary for performance of the services shall be made available free of charge by the client. Moreover, collaborative action of the client must be undertaken in accordance with legal provisions, standards, safety regulations and accident prevention instructions. And the client represents and warrants that: a) it has required statutory qualifications; b) the product, service or management system to be certified complies with applicable laws and regulations; and c) it doesn't have any illegal and dishonest behaviours or is not included in the list of Enterprises with Serious Illegal and Dishonest Acts of People's Republic of China.	6.4	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 the client 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.	20.2	In the case of TÜV Rheinland in question being legally registered and existing in Taiwan, to Chinese Arbitration Association, Taipei to be arbitrated in accordance with its then current Rules of Arbitration. The arbitration shall take place in Taipei.
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 the client 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	20.3	In the case of TÜV Rheinland in question being legally registered and existing in Hong Kong, to Hong Kong International Arbitration Centre (HKIAC) to be arbitrated in accordance with the HKIAC Administered Arbitration Rules of HKIAC. Where the arbitration is submitted in accordance with these rules, the arbitration shall take place in Hong Kong.
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 plus a price in agreed in writing, invoicing shall be made in accordance with the price of TÜV Rheinland at the time of performance.	21.	Force Majeure
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 plus a price in agreed in writing, invoicing shall be made in accordance with the price of TÜV Rheinland at the time of performance.	7.2	Unless otherwise agreed, work shall be invoiced according to the progress of the work.	21.1	The 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, and if to the extent that that Party proves: (a) that such impediment is beyond its reasonable control; and (b) that it has not acted negligently in the event of the force majeure; and (c) that the effects of the impediment could not reasonably have been avoided or overcome by the affected Party.
7.2	Unless otherwise agreed, work shall be invoiced according to the progress of the work.	7.3	If the execution of the work is delayed due to unforeseeable circumstances such as force majeure, strikes, business disruptions, governmental regulations, transport obstacles, etc., TÜV Rheinland may demand payments on account or in instalments.	21.2	In the absence of proof to the contrary, the following events affecting a Party shall be presumed to fulfil conditions (a) and (b) under paragraph 1 of this Clause: (i) war (whether declared or not), hostilities, invasion, act of foreign enemies, armed conflict, terrorism, civil unrest, rebellion and rebellion, military or usurped power, insurrection, act of terrorism, sabotage or piracy; (ii) currency and trade restriction, embargo, sanction; (iii) act of authority whether lawful or unlawful, compliance with any law or governmental measures such as boycott, strike and lock-out, regulation, nationalization; (iv) plague, epidemic, natural or extreme natural event; (v) explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy; (vi) general labour disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises.
8.	Payment terms	8.	Payment terms	21.3	The Party successfully invoking the force majeure shall be relieved from its duty to perform its obligations under the contract and from any liability in damages or from any other contractual remedy for breach of contract, from the time at which the impediment causes inability to perform, provided that the notice was given without delay. If notice thereof is not given without delay, the relief is effective from the time at which notice thereof reaches the other Party. Where the effect of the impediment or event invoked is temporary, the above consequences shall apply only as long as the impediment impedes performance by the affected Party. Where the effect of the impediment is permanent, it 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 giving written notice to the other Party. The Party terminating the contract shall expressly agree that the contract may be terminated by either Party if the duration of the impediment exceeds 120 days.
8.1	All invoice amounts shall be due for payment within 30 days of the invoice date without deduction on receipt of the invoice. No discounts and rebates shall be granted.	8.2	Payments shall be made to the bank account of TÜV Rheinland as indicated on the invoice, stating the invoice and client numbers.	22.	Liability of TÜV Rheinland
8.2	Payments shall be made to the bank account of TÜV Rheinland as indicated on the invoice, stating the invoice and client numbers.	8.3	In cases of default of payment, TÜV Rheinland shall be entitled to claim default interest at the applicable short 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.	22.1	Respective of the legal basis, to the fullest extent permitted by applicable law, in the event of a breach of contractual obligations or tort, the liability of TÜV Rheinland for all damages, losses and reimbursement of expenses caused by TÜV Rheinland, its legal representatives and/or employees shall be limited to: (i) in the case of a contract with a fixed overall fee, three times the overall fee for the entire contract; (ii) in the case of a contract for annual recurring services, the agreed annual fee; (iii) in the case of a contract expressly charged on a time and material basis, a maximum of 20,000 Euro or equivalent amount in local currency; and (iv) in the case of a framework agreement that provides for the possibility of placing individual orders, three times of the fee for the individual order in which the damage or loss is incurred. In the case of a contract for annual recurring services, 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.
8.3	In cases of default of payment, TÜV Rheinland shall be entitled to claim default interest at the applicable short 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, withdrawing the certificate, claim damages for non-performance and refuse to continue and/or to resume the certificate, claim damages for non-performance and refuse to continue and/or to resume the certificate.	22.2	The limitation of liability according to clause 12.1 above shall not apply to damages and/or losses caused by fraud, intentional 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.
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, withdrawing the certificate, claim damages for non-performance and refuse to continue and/or to resume the certificate, claim damages for non-performance and refuse to continue and/or to resume the certificate.	8.5	The provisions set forth in article 8.4 shall also apply in cases involving retained cheques, cessation of payment, commencement of insolvency proceedings against the client's assets or cases in which the commencement of insolvency proceedings has been declared due to the client's assets.	22.3	In cases involving a fundamental breach of contract, TÜV Rheinland will be liable even in the event of negligence or in the event of a "fundamental breach" in breach of a material contractual obligation, the performance of which permits the due performance of the contract. Any claim for damages for a fundamental breach of contract shall be limited to the amount of damages reasonably foreseeable as a possible consequence of such breach of contract at the time of the breach (reasonably foreseeable damages), unless any of the circumstances described in article 12.2 applies.
8.5	The provisions set forth in article 8.4 shall also apply in cases involving retained cheques, cessation of payment, commencement of insolvency proceedings against the client's assets or cases in which the commencement of insolvency proceedings has been declared due to the client's assets.	8.6	Objections to the invoices of TÜV Rheinland shall be submitted in writing within two weeks of receipt of the invoice.	23.	Export control
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.	23.1	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.