

Report No.: 158261454b 001

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Client: ONE FOR FUN LIMITED

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

Manufacturer's name: USD001

Test item(s): Toys

**Identification/
Model No(s):** UNICORN BUBBLE WAND
Item No.: SV20406

Sample obtaining method: Sending by customer

Condition at delivery: Test item complete and undamaged.

Sample Receiving date: 2022-10-03

Testing Period: 2022-10-20 to 2023-02-15

Place of testing: Toys laboratory Hong Kong

Test Specification:

EN IEC 62115:2020+A11:2020

Electric toys - Safety

(As per client request, Clause 7 - Marking and Instructions was excluded in this test report)

Test result:

PASS (See remark on page 3)

Other information:

Country of Origin: China

The provided age grade of the item(s) : Not Provided

As per client request, the item(s) was/ were tested for the age of over 3 years.

Packaging provided: No

For and on behalf of
TÜV Rheinland Hong Kong Ltd.



Wong Yiu Tong / Tommy / Senior Lab
Manager

2023-02-17

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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EN IEC 62115:2020+A11:2020 Electric toys - Safety

Test Method: EN IEC 62115:2020+A11:2020

Power Information :

Component No.	Description	Power Type
1	Bubble machine (SV20406)	3 x 1.5 V / LR6

EN IEC 62115:2020+A11:2020 Electric toys - Safety

Clause	Assessment
1 Scope	--
2 Normative references	--
3 Definitions	--
4 General requirement	--
5 General conditions for the tests	--
6 Criteria for reduced testing	--
7 Marking and Instructions	N.C. (*2)
8 Power input	N.A.
9 Heating and abnormal operation	PASS
10 Electric strength	PASS
11 Electric toys used in water, electric toys used with liquid and electric toys cleaned with liquid	PASS
12 Mechanical strength	PASS
13 Construction	PASS
14 Protection of cords and wires	PASS
15 Components	PASS (*1)
16 Screws and connections	PASS
17 Clearances and creepage distances	PASS
18 Resistance to heat and fire	PASS
19 Radiation and similar hazards	--
19.2 Optical radiation	PASS (*2)
19.3 Other electromagnetic radiation	N.A.

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

N.A. = Not Applicable; N.C. = Not conducted

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- 19.2 Optical radiation

Clause	Assessment
19.E.2 Light-emitting diodes (LEDs)	PASS

N.A. = Not Applicable; N.C. = Not conducted.

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

Summary of testing:
Clause 19.E.2 Light-emitting diodes (LEDs)

This product's accessible emission has been tested according to the clause 19.E.2.1 of EN IEC 62115:2020+A11:2020 and found in compliance with the clause 19.E.2 of EN IEC 62115:2020+A11:2020 .

Component No.	Spectral region (Wavelength λ)	Measured accessible emission	Limit	Assessment
Blue LED with enclosure (SV20406)	$400 \text{ nm} \leq \lambda < 780 \text{ nm}$	13.8 mW/sr	40 mW/sr	PASS
Blue / Red LED module with enclosure (SV20406)	$400 \text{ nm} \leq \lambda < 780 \text{ nm}$	1.0 mW/sr	40 mW/sr	PASS
All emissions with enclosure (SV20406)	$400 \text{ nm} \leq \lambda < 780 \text{ nm}$	14.6 mW/sr	40 mW/sr	PASS

Remark:

- *1 The applicant needs to ensure that components shall comply with the safety requirements specified in the relevant standards as far as they reasonably apply.
- *2 Per the applicant's request, the labelling requirements as specified in the clauses 7 and 19.E.5 were not assessed.

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Sample Photo



- END -

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

- 1. Scope**
- 1.1 These General Terms and Conditions of Business of TÜV Rheinland in Greater China ("GTCSB") is made between the client and one or more member entities of TÜV Rheinland in Greater China as applicable as the case may be ("TÜV Rheinland"). The Greater China hereof refers to Mainland China, Hong Kong and Taiwan. The client hereof includes:
- (i) a natural person capable to form legally binding contracts under the applicable laws who concludes the contract for the purpose of a daily business;
- (ii) the incorporated or unincorporated entity duly organized, validly existing and capable to form legally binding contracts under the applicable law.
- 1.2 The following terms and conditions apply to agreed services including consultancy services, information, deliveries and similar services as well as ancillary services and other secondary obligations provided within the scope of contract performance.
- 1.3 Any standard terms and conditions of the client of any nature shall not apply and shall hereby be expressly excluded. No standard contractual terms and conditions of the client shall form part of the contract even if TÜV Rheinland does not explicitly object to them.
- 1.4 In the context of an ongoing business relationship with the client, this GTCSB shall also apply to future contracts with the client without TÜV Rheinland having to refer to them separately in each individual case.
- 2. Quotations**
- 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. Coming into effect and duration of contracts**
- 3.1 The contract shall come into effect for the agreed terms upon the quotation letter of TÜV Rheinland or a separate contractual document being signed by both contracting parties, or upon the works requested by the client being carried out by TÜV Rheinland. If the client instructs TÜV Rheinland without receiving a quotation from TÜV Rheinland (quotation), TÜV Rheinland is, in its discretion, entitled to accept the order by giving written notice of such acceptance (including notice sent via electronic means) or by performing the requested services.
- 3.2 The contract term starts upon the coming into effect of the contract in accordance with article 3.1 and shall continue for the term agreed in writing.
- 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 contract term.
- 4. Scope of services**
- 4.1 The scope and type of the services to be provided by TÜV Rheinland shall be specified in the contractually agreed service scope of TÜV Rheinland ("service scope"). If the service scope is not specified, the 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 construction, functional testing, production, production, installations, organizations not listed in the service description, as well as the intended use 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, product, process or plant, unless this is expressly stated in the order.
- 4.2 The agreed services shall be performed in compliance with the regulations in force at the time the contract is entered into.
- 4.3 TÜV Rheinland is entitled to determine, in its sole discretion, the method and nature of the assessment unless otherwise agreed in writing or if mandatory provisions require a specific procedure to be followed.
- 4.4 On execution of the work there shall be no simultaneous assumption of any guarantee of the correctness (proper quality) and working order of either tested or examined parts nor of the installation as a whole and no liability for the use and operation of the system or equipment in accordance with regulations, nor of the systems on which the installation is based. In particular, TÜV Rheinland shall assume no responsibility for the construction, selection of materials and assembly of the system or equipment in accordance with regulations in accordance with regulations, unless these questions are expressly covered by the contract.
- 4.5 In the case of inspection work, TÜV Rheinland shall not be responsible for the accuracy or checking of the safety programmes or safety regulations on which the inspections are based, unless otherwise expressly agreed in writing.
- 4.6 If mandatory legal regulations or official requirements for the agreed service scope change after conclusion of the contract, with a written notice to the client, TÜV Rheinland shall be entitled to additional remuneration for resulting additional expenses.
- 4.7 The services to be provided by TÜV Rheinland under the contract are agreed exclusively with the client. A contract of third parties with the services of TÜV Rheinland, as well as making available of and justifying confirmation in the work results (test reports, test results, expert reports, etc.) is not part of the agreed services. This also applies to the client passing on work results - in full or in extracts - to third parties in accordance with clause 11.4.
- 4.8 The client understands and agrees that in order to perform the contract with TÜV Rheinland, the client may need to sign one or more contract agreements with third parties (e.g. suppliers) and establish legal relationships with those third parties (e.g. suppliers) according to such contracts/agreements. TÜV Rheinland will merely bears the corresponding legal liability according to such contracts and the direct services actually to be provided by our company in the service process. If the relevant services are not directly provided by TÜV Rheinland (including but not limited to any testing and certification services to be provided by third testing and certification bodies), TÜV Rheinland will provide the client as agent for such services. In order to achieve the purpose of the contract, the client hereby agrees that TÜV Rheinland can also submit a third party to provide agency services, but TÜV Rheinland shall not bear any responsibility and/or liability for any services to be provided by any third parties (including but not limited to the testing and/or certification services to be entrusted and/or applied for by our company on behalf of the client to other third testing and/or certification bodies, agency services and/or other third agencies), which shall be performed by the third parties in accordance with the relevant laws and regulations and/or the terms under the contract. If the client is required to conduct any annual review/surveillance of the relevant testing and/or certification services results, pay additional fees for such services to be provided by any third parties, or if the client may lead to adverse consequences such as failure/suspension/cancellation/invalidity of testing and/or certification results, which shall not be borne by TÜV Rheinland.
- 4.9 For the sole content agreed in the contract, if the client requires TÜV Rheinland to deliver relevant test samples, data, etc. to any overseas laboratory or other places or sites to be designated by the client, TÜV Rheinland shall not take any responsibilities or risks for any losses (whether such losses are caused by TÜV Rheinland or not) or damages to any loss or damages of the samples and/or the materials, etc.). Besides, the relevant freight fees shall be borne by the client.
- 5. Performance periods/dates**
- 5.1 The contractually agreed periods/dates of performance are based on estimates of the work involved which are prepared in line with the details provided by the client. They shall only be binding if being confirmed as binding by TÜV Rheinland in writing.
- 5.2 If binding periods of performance have been agreed, these periods shall not commence until the client has submitted all required documents to TÜV Rheinland.
- 5.3 Articles 5.1 and 5.2 also apply, even without express approval by the client, to all extensions of agreed periods/dates of performance not caused by TÜV Rheinland.
- 5.4 TÜV Rheinland is not responsible for a delay in performance, in particular if the client has not fulfilled his duties to cooperate in accordance with clause 6.1 or has not done so in time and, in particular, has not provided TÜV Rheinland with all documents and information required for the performance of the service as specified in the contract.
- 5.5 If the performance of TÜV Rheinland is delayed due to unforeseeable circumstances such as force majeure, strikes, business disruptions, governmental measures, transport obstacles, etc., TÜV Rheinland is entitled to postpone performance for a reasonable period of time which corresponds at least to the duration of the hindrance plus any time period which may be required to resume performance.
- 5.6 If the client is obliged to comply with legal, officially prescribed and/or by the accreditor prescribed deadlines, it is the client's responsibility to agree on performance dates with TÜV Rheinland, which enable the client to meet the deadlines. If the client does not do so, TÜV Rheinland assumes no responsibility in this respect unless TÜV Rheinland expressly agreed in writing specifically stating that ensuring the deadlines is the contractual obligation of TÜV Rheinland.
- 6. The client's obligation to cooperate**
- 6.1 The client shall guarantee that all cooperation required on its part, its agents or third parties will be provided in good time and at no cost to TÜV Rheinland.
- 6.2 Design documents, supplies, auxiliary staff, etc. necessary for performance of the services shall be made available free of charge by the client. Moreover, collaborative action of the client must be undertaken in accordance with legal provisions, standards, safety regulations and accident prevention instructions. And the client represents and warrants that:
- a) it has required statutory qualifications;
- b) The product, service or management system to be certified complies with applicable laws and regulations; and
- c) It doesn't have any illegal and dishonest behaviours or is not included in the list of Enterprises with Serious Illegal and Dishonest Acts of People's Republic of China.
- 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 certificates/ifs as any.
- 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 or lack of proper cooperation from the client. Even if the client has agreed in writing that it agrees, TÜV Rheinland shall be entitled to charge extra fees for such additional expense.
- 7. Prices**
- 7.1 If the scope of performance is not laid down in writing when the order is placed, invoicing shall be based on costs actually incurred. If no price is agreed in writing, invoicing shall be made in accordance with the price list of TÜV Rheinland valid at the time of performance.
- 7.2 Unless otherwise agreed, work shall be invoiced according to the progress of the work.
- 7.3 If the execution of the work takes more time than agreed in writing, the client shall pay for the agreed fixed price, exceeds €25,000 or equivalent value in local currency, TÜV Rheinland may demand payments on account or in instalments.
- 8. Payment terms**
- 8.1 All invoice amounts shall be due for payment within 30 days of the invoice date without deduction on receipt of the invoice. No discounts and rebates shall be granted.
- 8.2 Payments shall be made to the bank account of TÜV Rheinland as indicated on the invoice, stating the invoice and client number.
- 8.3 In cases of default of payment, TÜV Rheinland shall be entitled to claim default interest at the applicable short term loan interest rate publicly announced by a reputable commercial bank in the country where TÜV Rheinland is located. At the same time, TÜV Rheinland reserves the right to claim further damages.
- 8.4 Should the client default in payment of the invoice despite being granted a reasonable grace period, TÜV Rheinland shall be entitled to cancel the contract, withdraw the certificate, demand damages for non-performance and refuse to continue performance of the contract.
- 8.5 The provisions set forth in article 8.4 shall also apply in cases involving returned cheques, cessation of payment, commencement of insolvency proceedings against the client's assets or

- cases in which the commencement of insolvency proceedings has been dismissed due to lack of assets.
- 8.6 Objections to the invoices of TÜV Rheinland shall be submitted in writing within two weeks of receipt of the invoice.
- 8.7 TÜV Rheinland shall be entitled to demand appropriate advance payments.
- 8.8 TÜV Rheinland shall be entitled to raise its fees at the beginning of a month if overheads and/or purchase costs have increased. In this case, TÜV Rheinland shall notify the client in writing of the rise in fees. This notification shall be issued one month prior to the date on which the rise in fees shall come into effect (period of notice of changes in fees). If the rise in fees remains under 5% per contractual year, the client shall not have the right to terminate the contract. If the rise in fees exceeds 5% per contractual year, the client shall be entitled to terminate the contract by the end of the period of notice of changes in fees. If the contract is not terminated, the changed fees shall be deemed to have been agreed upon by the time of the expiry of the notice period.
- 8.9 Only legally established and undisputed claims may be offset against claims by TÜV Rheinland.
- 8.10 TÜV Rheinland shall have the right at all times to set off any amount due or payable by the client, including but not limited to settlements against amounts paid by the client under any contracts, agreement and/or orders/quotations reached with TÜV Rheinland.
- 9. Acceptance of work**
- 9.1 Any part of the work result ordered which is complete in itself may be presented by TÜV Rheinland for acceptance as an instalment. The client shall be obliged to accept it immediately.
- 9.2 If acceptance is required or contractually agreed in an individual case, this shall be deemed to have taken place two (2) weeks after completion and handover of the work, unless the client refuses acceptance within this period stating at least one fundamental breach of contract by TÜV Rheinland.
- 9.3 The client is not entitled to refuse acceptance due to insignificant breach of contract by TÜV Rheinland.
- 9.4 If acceptance is excluded according to the nature of the work performance of TÜV Rheinland, the completion of the work shall take its place.
- 9.5 During the period of acceptance, the client was unable to make use of the time windows provided for within the scope of a certification procedure for auditing/performance by TÜV Rheinland and the certificate is therefore to be withdrawn (e.g. performance of surveillance audits), or if the client has not confirmed the audit data with the client, TÜV Rheinland shall be entitled to immediately charge a lump-sum compensation of 10% of the order amount as compensation for expenses. The client reserves the right to prove that the TÜV Rheinland has incurred no damage whatsoever or only a considerably lower damage than the above lump sum.
- 9.6 Insofar as the client has undertaken in the contract to accept services, TÜV Rheinland shall also be entitled to charge in the event of an important damage in the contract of the order amount as compensation for expenses if the service is not called within one year after the order has been placed. The client reserves the right to prove that the TÜV Rheinland has incurred no damage whatsoever or only a considerably lower damage than the above mentioned lump sum.

Confidentiality

- 10.1 For the purpose of these terms and conditions, "confidential information" means all know-how, trade secrets, documents, images, drawings, expertise, information, data, test results, reports, samples, project documents, pricing and financial information, customer and supplier information, and marketing technical and materials, tangible and intangible, and any other information, whether 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 processed by TÜV Rheinland on-per-se and not proprietary to the client) within the scope of the provision of services by TÜV Rheinland. TÜV Rheinland is entitled to store, use, further develop and pass on the data obtained in connection with the provision of services for the purposes of developing new services, improving services and analysing the provision of services.10.2 The disclosing party shall mark all confidential information disclosed in written form as confidential before passing it into the custody of the client. The same applies to confidential information disclosed by the client to 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 within five working days of oral disclosure. Where the disclosing party fails to do so within the stipulated period, the receiving party shall not take any confidentiality obligations hereunder towards such information. The client shall avoid using any third party platform and/or system (e.g. Wechat, etc.) based/operated by TÜV Rheinland to send and receive confidential information. The disclosing party shall send any confidential information by email to TÜV Rheinland employees through its company email. If the client suffers from any losses or damages due to any theft or misuse of confidential information, the disclosing party shall be held liable for the damages mentioned above. TÜV Rheinland shall be waived for any compensation liabilities.
- 10.3 All confidential information which the disclosing party transmits or otherwise discloses to the receiving party and which is created during the performance of the contract shall be confidential. Confidential information 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.
- 10.4 The disclosing party shall ensure that confidential information is not disclosed to third parties, unless this is necessary for fulfilling the purpose of the contract or TÜV Rheinland is required to pass on confidential information, inspection reports or documentation to the government authorities, judicial court, accreditation bodies or third parties that are involved in the performance of the contract;
- 10.5 Confidential information shall be treated by the receiving party with the same level of confidentiality as the receiving party has to protect its own confidential information, but never with a lesser level of confidentiality than that which is reasonably required.
- 10.6 The receiving party may disclose any confidential information received from the disclosing party only to those employees who need this information for the performance of the contract. The receiving party undertakes to oblige these employees to observe the same level of secrecy as set forth in this confidentiality clause.
- 10.7 If the disclosing party is not satisfied with the confidentiality of the information, it may terminate the contract. The receiving party shall be held liable for the damages mentioned above.
- 10.8 If the disclosing party is not satisfied with the confidentiality of the information, it may terminate the contract. The receiving party shall be held liable for the damages mentioned above.
- 10.9 If the disclosing party is not satisfied with the confidentiality of the information, it may terminate the contract. The receiving party shall be held liable for the damages mentioned above.
- 10.10 If the disclosing party is not satisfied with the confidentiality of the information, it may terminate the contract. The receiving party shall be held liable for the damages mentioned above.
- 10.11 If the disclosing party is not satisfied with the confidentiality of the information, it may terminate the contract. The receiving party shall be held liable for the damages mentioned above.
- 10.12 If the disclosing party is not satisfied with the confidentiality of the information, it may terminate the contract. The receiving party shall be held liable for the damages mentioned above.
- 10.13 If the disclosing party is not satisfied with the confidentiality of the information, it may terminate the contract. The receiving party shall be held liable for the damages mentioned above.
- 10.14 If the disclosing party is not satisfied with the confidentiality of the information, it may terminate the contract. The receiving party shall be held liable for the damages mentioned above.

Copyrights and rights of use, publications

- 11.1 TÜV Rheinland shall retain all exclusive copyrights in the reports, expert reports/opinions, test reports/results, results calculations, presentations, etc. prepared by TÜV Rheinland, unless otherwise agreed by the parties in a separate agreement. As the owner of the copyrights, TÜV Rheinland is free to grant others the right to use the work results for individual or all types of use.
- 11.2 The client receives a simple, unlimited, non-transferable, non-sublicensable right of use to the contents of the work results produced within the scope of the contract, unless otherwise agreed by the parties in a separate agreement. The client may only use the work results, expert reports/opinions, test reports/results, results calculations, presentations, etc. prepared within the scope of the contract for the contractually agreed purpose.
- 11.3 The transfer of right of use of the general provisions of clause 11.2 of the GTCSB is subject to full payment of the remuneration agreed in favour of TÜV Rheinland.
- 11.4 The client may use work results only complete and unshortened. The client may only pass on the work results in full unless TÜV Rheinland has given its prior written consent to the partial passing on of work results.
- 11.5 Any publication or duplication of the work results for advertising purposes or any further use of the work results beyond the scope regulated in clause 11.2 and in quotation of the introduction of TÜV Rheinland need the prior written approval of TÜV Rheinland in each individual case. Besides, the client ensures that the aforesaid use shall comply with relevant applicable laws, regulations and relevant rules (including but not limited to specific applicable testing and certification rules, etc.).
- 11.6 TÜV Rheinland may revoke a once given approval according to clause 11.5 at any time without stating reasons. In this case, the client is obliged to stop the transfer of the work results immediately at his own expense and, as far as possible, to withdraw publications.
- 11.7 The consent of TÜV Rheinland to publication or duplication of the work results does not entitle the client to use the corporate logo, corporate design or testification mark of TÜV Rheinland.
- 12. Liability of TÜV Rheinland**
- 12.1 Respective of the legal basis, to the fullest extent permitted by applicable law, in the event of a breach of contractual obligations or tort, the liability of TÜV Rheinland for all damages, losses and reimbursement of expenses caused by TÜV Rheinland's legal representatives and/or employees shall be limited to: (i) in the case of a contract with a fixed overall fee, three times the overall fee for the entire contract; (ii) in the case of a contract for annually recurring services, the agreed annual fee; (iii) in the case of a contract for one-time services, the agreed overall fee, maximum of 20,000 Euro or equivalent amount in local currency; and (iv) in the case of a framework agreement that provides for the possibility of placing individual orders, three times the fee for the individual order in which the damages or losses have occurred. Notwithstanding the above, in the event that the total and accumulated liability calculated according to the foregoing provisions exceeds 25 Million Euro or equivalent amount in local currency, the total and accumulated liability of TÜV Rheinland shall be limited to and shall not exceed said 25.5 Million Euro or equivalent amount in local currency.
- 12.2 The limitation of liability according to paragraph 12.1 above shall not apply to damages and/or losses resulting from malice, intent or gross negligence on the part of TÜV Rheinland or its vicarious agents. Such limitation shall not apply to damages for a person's death, physical injury or illness.
- 12.3 In cases involving a fundamental breach of contract, TÜV Rheinland will be liable even where the client has not been misled. For this purpose, a "fundamental breach" is breach of a main contractual obligation, the performance of which permits the due performance of the contract. Any claim for damages for a fundamental breach of contract shall be limited to the amount of damages reasonably foreseeable as a possible consequence of such breach of contract at the time of the breach (reasonably foreseeable damages), unless any of the circumstances described in article 12.2 applies.
- 12.4 TÜV Rheinland shall not be liable for the acts of the personnel made available by the client to support TÜV Rheinland in the performance of its services under the contract, unless such personnel made available is regarded as vicarious agent of TÜV Rheinland. If TÜV Rheinland is not liable for the acts of the personnel made available by the client under the contract, the client shall indemnify TÜV Rheinland against any claims made by third parties arising from or in connection with such personnel's acts.
- 12.5 Unless otherwise agreed in writing, TÜV Rheinland shall only be liable under the contract to the client.
- 12.6 The limitation periods for claims for damages shall be based on statutory provisions.
- 12.7 None of the provisions of this article 12 changes the burden of proof to the disadvantage of the client.

Export control

- 13.1 When passing on the services provided by TÜV Rheinland or parts thereof to third parties in Greater China or other regions, the client must comply with the respectively applicable regulations of national and international export control and the client's related parties (including but not limited to the client's agents, subcontractors, etc.).
- 13.2 The performance of a contract with the client is subject to the proviso that there are no obstacles to performance due to national or international foreign trade legislations or 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.
- 14. Data protection notice**
- 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 supplier of the client) for the purpose of fulfilling this contract. The client confirms that it has obtained the prior consent of the data subject, which entitles TÜV Rheinland to access, use, or process the personal data that the client collected or processed by itself and transferred to TÜV Rheinland. For certain services, we may also process sensitive personal data. TÜV Rheinland will use and process the data in accordance with the relevant legal basis. If any personal data has to be disclosed or transferred to a third party or any other party outside of the district in which the personal data was collected, the client also confirms that it has obtained the prior consent of the data subject. TÜV Rheinland will carry out cross-border data transmission and protect the data in compliance with the privacy and personal data security related laws and regulations in China and the local country. TÜV Rheinland will take measures to avoid any leakage, abuse, manipulation, damage or unauthorized access of personal data. The personal data will be deleted immediately as soon as a corresponding reason for deletion arises. Data subjects may exercise the following rights: right of information, right of decision, right of rectification, right of deletion, right of processing limitation, right of objection, right of data transferability. In addition, persons concerned by the data processing have the right to revoke their consent at any time with effect for the future, as well as the right to file a complaint with the competent data protection supervisory authority. For further details on the processing of personal data by TÜV Rheinland as the person responsible for data processing, please refer to the respective data protection information available at the contact Group Data Protection Officer of TÜV Rheinland by e-mail at dataprotection@tuv.com or by post at the following address: TÜV Rheinland AG, c/o Group Data Protection Officer, Am Grauen Stein, 51105 Cologne, Germany.
- 15. Retention of test material and documentation**
- 15.1 The test samples submitted by the client to TÜV Rheinland for testing will be scrapped following testing and inspection of the client's samples. The client shall be responsible for the destruction of samples, which are placed in storage on the basis of statutory regulations or of another agreement with the client.
- 15.2 Charges apply if the test samples are stored at the premises of TÜV Rheinland. The cost of placing a test sample into storage will be disclosed to the client in the quotation.
- 15.3 If reference samples or documentations are given to the client to be placed in storage at their premises for reference samples or documentations, the client shall be responsible for the destruction of samples 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 destruction of the reference samples and certification that is brought forward by the client against TÜV Rheinland shall be void.
- 15.4 The retention period for the documentation shall be 10 (ten) years after the expiry of the test mark certification or until the applicable legal requirements for EU/EEC certificates of conformity and GS mark certification are fulfilled.
- 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 costs of test samples or reference samples from the laboratories or warehouses of TÜV Rheinland only in case of gross negligence.
- 16. Termination of the contract**
- 16.1 Notwithstanding clause 3.3 of the GTCSB, 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 other party 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.
- 16.2 For good causes, TÜV Rheinland may terminate the contract with written notice to the client to terminate the contract which includes but not limited to the following:
- a) the client does not immediately notify TÜV Rheinland of changes in the conditions within the company which are relevant for certification or signs of such changes;
- b) the client misses the certificate or certification mark or uses it in violation of the contract;
- c) in the event of several consecutive delays in payment (at least three times);
- d) a substantial deterioration of the financial circumstances of the client occurs and as a result the payment claims of TÜV Rheinland under the contract are considerably endangered and TÜV Rheinland cannot reasonably be expected to continue the contractual relationship.
- 16.3 In the event of any serious misrepresentation or grossly negligent behavior of the managers, employees or agents of the client:
- a) if TÜV Rheinland, for reasons beyond its control, is temporarily or finally not able or entitled to continue or fulfill the contract or the performance of the contract is seriously impaired by interference, sanctions, loss of accreditation or notification, or other causes;
- 16.4 In the event of termination with written notice by TÜV Rheinland for good cause, TÜV Rheinland shall be entitled to claim a lump-sum compensation for the damages if the conditions of the damages exist. In this case, the client shall also pay 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 loss than the above mentioned lump sum or a considerably higher damage in individual cases.
- 16.5 TÜV Rheinland is also entitled to terminate the contract with written notice if the client has not been able to use the test windows for auditing /service provision as 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.
- 17. Force Majeure**
- 17.1 "Force Majeure" means the occurrence of an event or circumstance that prevents or impedes a Party from performing one or more of its contractual obligations under the contract, if and to the extent that that Party 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 the affected Party.
- 17.2 In the absence of proof to the contrary, the following events affecting a Party shall be presumed to constitute force majeure: (i) act of under power, e.g. in case of war, armed conflict, rebellion, invasion, act of foreign enemies, extensive military mobilization; (ii) civil war, riot, hostilities and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy; (iii) currency and trade restrictions, export or import controls, 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) explosion, fire, destruction of equipment or breakdown of transport, telecommunication infrastructure, information system or factories; (vii) general labor disturbance such as boycott, strike and lock-out, go-slow, occupation of energy and premises.
- 17.3 The Party successfully invoking this Clause is 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 thereof is given immediately. 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 indeed impedes performance by the affected Party. Where the duration of the impediment invoked has the effect of substantially depriving the contracting Parties of what they were reasonably entitled to expect under the contract, either Party has the right to terminate the contract by notification of the other Party with a reasonable notice period. Unless otherwise agreed, the Parties expressly agree that the contract may be terminated by either Party if the duration of the impediment exceeds 120 days.
- 18. Hardship**
- 18.1 The Parties are bound to perform their contractual duties even if events have rendered performance more onerous than could reasonably have been anticipated at the time of the conclusion of the contract.
- 18.2 Notwithstanding paragraph 1 of this Clause, where a Party proves that:
- (a) the continued performance of its contractual duties under the contract and/or these terms and conditions be or become ineffective, the contracting parties shall replace the invalid provision with a legally valid provision that comes closest to the content of the invalid provision in legal and commercial terms. Unless otherwise stipulated in the contract, the governing law of the contract and these terms and conditions shall be chosen following the rules as below:
- a) if TÜV Rheinland in question is legally registered and existing in the People's Republic of China, the contracting parties hereby agree that the contract and these terms and conditions shall be governed by the laws of the People's Republic of China.
- b) if TÜV Rheinland in question is legally registered and existing in Taiwan, the contracting parties hereby agree that the contract and these terms and conditions shall be governed by the laws of Taiwan.
- c) if TÜV Rheinland in question is legally registered and existing in Hong Kong, the contracting parties hereby agree that the contract and these terms and conditions shall be governed by the laws of Hong Kong.
- 18.4 Any dispute in connection with the contract and these terms and conditions or the execution thereof shall be resolved through arbitration. The arbitration shall be conducted in accordance with the arbitration rules stipulated in the contract, if no settlement or no agreement in respect of the extension of the negotiation period can be reached within two months of the arising of the dispute, the dispute shall be resolved:
- a) in the case of TÜV Rheinland in question being legally registered and existing in the People's Republic of China, in China International Economic and Trade Arbitration Commission (CIETAC) to be settled by arbitration in accordance with the Arbitration Rules of CIETAC and the place of arbitration shall be Beijing;
- b) 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;
- c) 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 settled by arbitration under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted in accordance with these rules. The arbitration shall take place in Hong Kong.
- 18.5 The decision of the relevant arbitration tribunal shall be final and binding on both parties. The arbitration fee shall be borne by the losing party.