

Report No.: 180288900b 001

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Client:

Contact Information:

Identification/ Household smoke alarm
Model No(s): KD-127D
Condition at delivery: Test item complete and undamaged.
Sample Receiving date: 2024-03-19
Testing Period: 2024-03-19 to 2024-03-26
Place of testing: Chemical laboratory Ningbo

Test Specification:

Test result:

Customer's requirement:

1. According to RoHS (recast): Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment, 2011/65/EU Annex II and its amendment.

PASS

Other information:

Reference Model No(s): KD-127A, KD-127B, KD-127C, KD-127E

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

Chris Wang

2024-03-28

Chris W. W. Wang / Assistant Manager

Date

Name/Position

Sample information is provided by customer. Test result is drawn according to the kind and extent of tests performed.

This test report relates to the above mentioned test sample. Without permission of the test center this test report is not permitted to be duplicated in extracts. This test report does not entitle to carry any safety mark on this or similar products.

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

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Material List:

Item: Household smoke alarm
 KD-127D

Material No.	Material	Color	Location
B001	Plastic	white	refer to photo
B002	Plastic	transparent	refer to photo
B003	Metal	silver	refer to photo
B004	Metal	silver	refer to photo
B005	Plastic	red	refer to photo
B006	Metal	silver	refer to photo
B007	Plastic	blue	refer to photo
B008	Metal	silver	refer to photo
B009	Metal	silver	refer to photo
B010	Plastic	black	refer to photo
B011	Plastic	red	refer to photo
B012	Plastic	black	refer to photo
B013	Metal	silver	refer to photo
B014	Metal	silver	refer to photo
B015	Paper	red	refer to photo
B016	Ceramic	white	refer to photo
B017	Plastic	black	refer to photo
B018	Plastic	white	refer to photo
B019	Plastic	yellow	refer to photo
B020	Plastic	red	refer to photo
B021	Metal	silver	refer to photo
B022	Metal	silver	refer to photo
B023	Metal	silver	refer to photo
B024	Plastic	black	refer to photo
B025	Plastic	blue transparent	refer to photo
B026	Electronic components	black+silver	refer to photo
B027	Plastic	black	refer to photo
B028	Metal	silver	refer to photo

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B029	Plastic	blue	refer to photo
B030	Plastic	beige	refer to photo
B031	Plastic	red	refer to photo
B032	PCB board	green	refer to photo
B033	Metal	silver	refer to photo
B034	Electronic components	black	refer to photo
B035	Paper + printing + adhesive	white+red	refer to photo
B036	Glue	white	refer to photo
B037	Solder	silver	refer to photo
B038	Solder	silver	refer to photo
B039	Solder	silver	refer to photo

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1.Screening Test by XRF spectroscopy

Test Method: Cadmium, Lead, Mercury, Chromium, Bromine
-- With reference to IEC 62321-3-1:2013

Test Result:

Material No.	Cd	Cr	Pb	Hg	Br
B001	BL	BL	BL	BL	BL
B002	BL	BL	BL	BL	BL
B003	BL	d.(*1)	BL	BL	n.a.
B004	BL	d.(*1)	BL	BL	n.a.
B005	BL	BL	BL	BL	BL
B006	BL	d.(*1)	BL	BL	n.a.
B007	BL	BL	BL	BL	BL
B008	BL	d.(*1)	BL	BL	n.a.
B009	BL	d.(*1)	BL	BL	n.a.
B010	BL	BL	BL	BL	BL
B011	BL	BL	BL	BL	BL
B012	BL	BL	BL	BL	BL
B013	BL	BL	BL	BL	n.a.
B014	BL	d.(*1)	BL	BL	n.a.
B015	BL	BL	BL	BL	BL
B016	BL	BL	d.(*1)	BL	n.a.
B017	BL	BL	BL	BL	BL
B018	BL	BL	BL	BL	BL
B019	BL	BL	BL	BL	BL
B020	BL	BL	BL	BL	BL
B021	BL	BL	BL	BL	n.a.
B022	BL	BL	BL	BL	n.a.
B023	BL	d.(*1)	BL	BL	n.a.
B024	BL	BL	BL	BL	BL
B025	BL	BL	BL	BL	d.(*1)
B026	BL	BL	BL	BL	BL
B027	BL	BL	BL	BL	BL
B028	BL	d.(*1)	BL	BL	n.a.
B029	BL	BL	BL	BL	BL
B030	BL	BL	BL	BL	d.(*1)
B031	BL	BL	BL	BL	BL
B032	BL	BL	BL	BL	d.(*1)
B033	BL	d.(*1)	BL	BL	n.a.
B034	BL	BL	BL	BL	BL
B035	BL	BL	BL	BL	BL
B036	BL	BL	BL	BL	BL
B037	BL	BL	BL	BL	n.a.

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B038	BL	BL	BL	BL	n.a.
B039	BL	BL	BL	BL	n.a.

Abbreviation:

Pb	=	Lead
Cd	=	Cadmium
Hg	=	Mercury
Cr	=	Chromium
Br	=	Bromine
n.a.	=	Not applicable
BL	=	Below limit
OL	=	Over limit
d.	=	Detected

Remark:

- (*1) The screening result was detected in the inconclusive region or over limits, thus the further wet chemistry tests are suggested.
- (*2) Component(s)/ materials(s) with an area of less than 2 mm x 2 mm will not be selected for testing according to RoHS Directive 2011/65/EU due to technical reason.
 For the test sample does not have detail materials information provided by client, visually identical materials (e.g. wire insulation, solder points, etc.) will be considered as the same material.
 Solder points on a printing circuit board will be examined several times based on optical anomalies or discoloration of the solder point(s) unless the solder point(s) is obviously generated automatically during production.
 All other materials will be sampled and tested at one test point representatively.

XRF Screening limits for different matrices :

Material	Concentration (%)				
	Cd	Cr	Pb	Hg	Br
Polymeric	BL≤0.006<X<0.014≤ OL	BL≤0.064<X	BL≤0.067<X<0.133≤ OL	BL≤0.066<X< 0.134≤OL	BL≤0.029<X
Metallic	BL≤0.006<X<0.014≤ OL	BL≤0.064<X	BL≤0.067<X<0.133≤ OL	BL≤0.066<X< 0.134≤OL	n.a.
Composite materials	BL≤0.004<X<0.016≤ OL	BL≤0.044<X	BL≤0.047<X<0.153≤ OL	BL≤0.046<X< 0.154≤OL	BL≤0.024<X

Remark: The symbol "X" marks the region where further investigation is necessary.

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2.Cadmium, Lead, Chromium (VI), Mercury, Polybrominated biphenyls (PBB) and Polybrominated diphenyl ethers (PBDE)

Test Method: Total Cadmium, Lead, Mercury, Chromium
 - Ref. to IEC 62321-4:2013+AMD1:2017 and IEC 62321-5:2013

Chromium (VI)
 - For Metal material - Ref. to IEC 62321-7-1:2015
 - For Polymer, Electronic material or others materials – Ref. to IEC 62321-7-2:2017

PBBs, PBDEs – Ref. to IEC 62321-6:2015

Test Result:

	Cd	Cr(VI)	Pb	Hg	PBBs	PBDEs
Maximum Permissible Limit (%)	0.01	0.1	0.1	0.1	0.1	0.1

Material No.	(%)					
	Cd	Cr^{VI}	Pb	Hg	PBBs	PBDEs
	RL (%)					
	0.001	0.001	0.001	0.001	0.01	0.01
B016	n.a.	n.a.	9.82(*2)	n.a.	n.a.	n.a.
B025	n.a.	n.a.	n.a.	n.a.	< RL	< RL
B030	n.a.	n.a.	n.a.	n.a.	< RL	< RL
B032	n.a.	n.a.	n.a.	n.a.	< RL	< RL

Material No.	Chromium VI content for metal materials (µg/cm²) (*1) RL: 0.10 µg/cm²
B003	Negative
B004	Negative
B006	Negative
B008	Negative
B009	Negative
B014	Negative
B023	Negative
B028	Negative
B033	Negative

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Abbreviation:	Pb	= Lead
	Cd	= Cadmium
	Hg	= Mercury
	Cr	= Chromium
	Cr (VI)	= Chromium (VI)
	PBBs	= Total Polybrominated Biphenyls
	PBDEs	= Total Polybrominated Diphenyl Ethers
	<	= Less than
	RL	= Reporting Limit
	n.a.	= Not Applicable
	^	= The total Chromium have been determined
	%	= Percentage

Remark:

- (*1) The Chromium (VI) content of metal sample in surface layer have been confirmed with reference to IEC 62321-7-1:2015 Annex.

	Chromium (VI) concentration	Qualitative result
Negative	$<0.1\mu\text{g}/\text{cm}^2$	The sample is negative (-ve) for Cr(VI). The Cr(VI) concentration is below the limit of quantification. The coating is considered a non-Cr(VI) based coating
Inconclusive	$\geq 0.1\mu\text{g}/\text{cm}^2$ and $\leq 0.13\mu\text{g}/\text{cm}^2$	The result is considered to be inconclusive. Unavoidable coating variations may influence the determination. Recommendation: if additional samples are available, perform a total of 3 trials to increase sampling surface area. Use the averaged result of the 3 trails for the final determination.
Positive	$>0.13\mu\text{g}/\text{cm}^2$	The sample is positive (+ve) for Cr(VI). Concentration is above the limit of quantification and the statistical margin of error. The sample coating is considered to contain Cr(VI).

- (*2) According to 2012/50/EU and Annex III of directive 2011/65/EU, Lead in the following electrical & electronic components is exempted from requirement.
 1. Electrical and electronic components containing lead in a glass or ceramic other than dielectric ceramic in capacitors, e.g. piezoelectronic devices, or in a glass or ceramic matrix compound.

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3. BBP, DBP, DEHP, DIBP content

Test Method: ref. to IEC 62321-8:2017

Test Result:

	BBP	DBP	DEHP	DIBP
Maximum permissible Limit (%)	0.1	0.1	0.1	0.1

Test No.	Material No.	RL (%)			
		BBP	DBP	DEHP	DIBP
		RL (%)			
		0.005	0.005	0.005	0.005
T001	B001 + B002 + B005 + B007 + B018	< RL	< RL	< RL	< RL
T002	B010 + B011 + B017 + B019 + B020	< RL	< RL	< RL	< RL
T003	B012 + B015 + B024 + B029 + B030	< RL	< RL	< RL	< RL
T004	B025 + B026 + B027 + B031 + B032	< RL	< RL	< RL	< RL
T005	B036	< RL	< RL	< RL	< RL

Abbreviation: BBP= Benzylbutyl phthalate
 DBP= Dibutyl phthalate
 DEHP= Bis(2-ethylhexyl) phthalate
 DIBP= Diisobutyl phthalate
 < = less than
 RL = Reporting Limit
 %= percentage

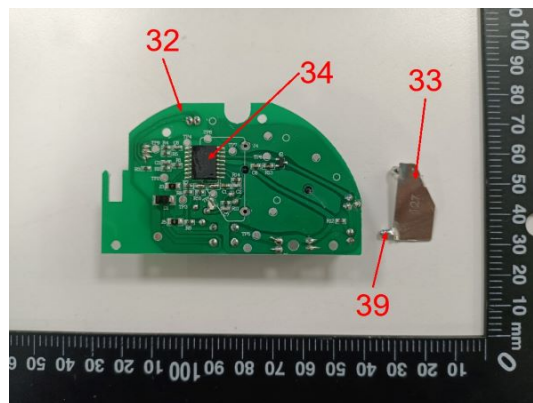
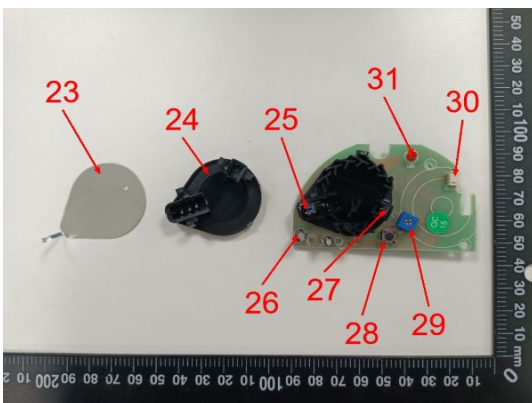
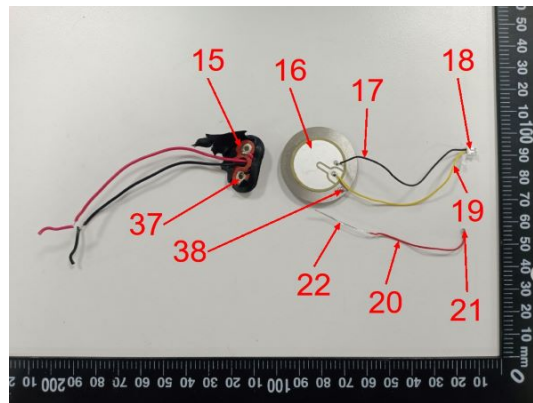
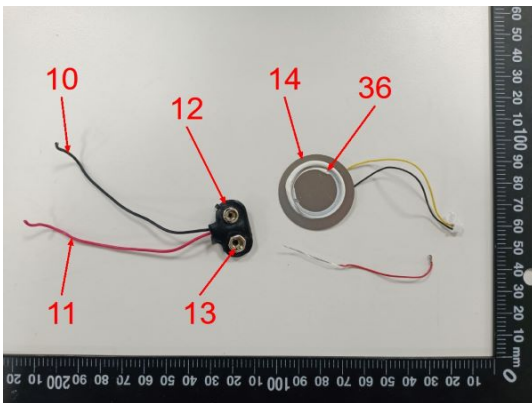
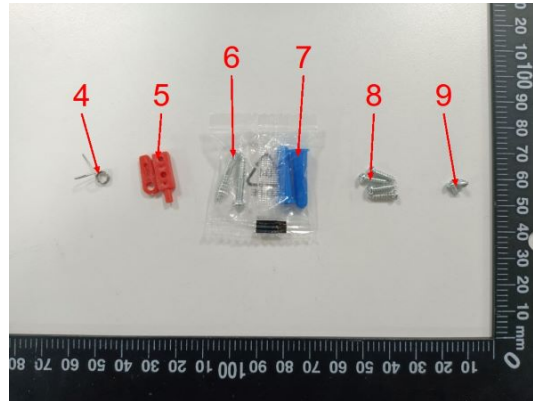
Remark:

- * The maximum permissible limit is required from the amendment (EU) 2015/863 of RoHS Directive 2011/65/EU.

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Sample Photos



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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 ("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:

(i) a natural person capable to form legally binding contracts under the applicable laws who concludes the contract not for the purpose of a daily use;

(ii) the incorporated or unincorporated entity duly organized, validly existing and capable to form legally binding contracts under the applicable law.

1.2 The following terms and conditions apply to agreed services including consultancy services, information, deliveries and similar services as well as ancillary services and other 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 contract terms of the client shall form part of the contract even if TÜV Rheinland does not explicitly object to them.

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.

2. Quotations

Unless otherwise agreed, all quotations submitted by TÜV Rheinland can be changed by TÜV Rheinland without notice prior to its acceptance and confirmation by the other party.

3. Coming into effect and duration of contracts

3.1 The contract shall come into effect for the agreed terms upon the quotation letter of TÜV Rheinland or a separate contractual document being signed by both contracting parties, or upon the works requested by the client being carried out by TÜV Rheinland. If the client instructs TÜV Rheinland without receiving a quotation from TÜV Rheinland (quotation), TÜV Rheinland is, in its sole discretion, entitled to accept the order by giving written notice of such acceptance (including notice sent via electronic means) or by performing the respective service.

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

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

4. Scope of services

4.1 The scope and type of the services to be provided by TÜV Rheinland shall be specified in the contractually agreed service scope of TÜV Rheinland by both parties. If 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.

4.2 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 (in part 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.

4.5 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 for the inspection results, unless otherwise expressly agreed in writing.

4.6 If mandatory legal regulations and standards or official requirements for the agreed service scope change after conclusion of the contract, 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 conformity of the work results (test reports, test results, expert reports, etc.) is not part of the agreed services. The client also assumes the responsibility for work results, in full or in extracts - to third parties in accordance with clause 11.4.

4.8 The client understands and agrees that in order to perform the contract with TÜV Rheinland, the client may need to sign one or more contracts/agreements with a third party(ies) and/or establish legal relationships with third party(ies) according to such contractual agreements. TÜV Rheinland shall not be responsible for the consequences of such contracts to this contract 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) and the client is responsible for the consequences of such contracts, TÜV Rheinland will provide the client as agent for such relevant services. In order to achieve the purpose of the contract, the client hereby agrees that TÜV Rheinland can also subcontract to a third party to provide services to the client. The client shall timely perform the responsibility and/or risk 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 for other third testing and/or certification bodies. Agency services provided by any other third party(ies), etc.) Besides, the client shall be liable in accordance with the relevant laws and regulations and the terms upon any time period which may be required to resume personnel review/surveillance of the relevant testing and/or certification service results and pay additional fees in accordance with the relevant laws and regulations or the testing and certification rules, such as fees for suspending/continuation of the testing and certification services, in full or in extracts - to third parties in accordance with clause 11.4.

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

5. Performance periods/dates

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

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

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.

5.4 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 5.1. 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.

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

5.6 If the client is obliged to comply with legal, officially prescribed and/or by the accreditator prescribed deadlines, it is the client's responsibility to agree on performance dates with TÜV Rheinland, which enables the client to comply with the legal and/or officially prescribed deadlines. TÜV Rheinland assumes no responsibility in this respect unless TÜV Rheinland has been expressly asked to 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.

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.

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

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, including 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.

7.3 If the execution of the work is interrupted for a period of more than 30 days, the client shall pay the agreed fixed price of 25,000.00 or equivalent value in local currency, TÜV Rheinland may demand payments on account or in instalments.

8. Payment terms

8.1 All invoice amounts shall be paid 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.

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, withdraw the certificate, claim damages for non-performance and refuse to continue and/or to perform the contract.

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.

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 month, the client shall not have the right to object. If the rise in fees exceeds 5% per contractual year, the client shall be entitled to terminate the contract by the end of the month in which the rise in fees exceeds 5% per contractual year. 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. TÜV Rheinland shall have the right at all times to setoff any amount due or payable by the client, if the client has not objected to the setoff 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 expresses acceptance within this period stating at least one fundamental breach of contract by TÜV Rheinland. The client is not entitled to refuse acceptance due to insignificant breach of contract by TÜV Rheinland.

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

9.4 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 certificate 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.

9.6 In the case of the client undertaking in the contract a suspension or a suspension of the work, the client is entitled to charge lump-sum damages in the amount of 10% of the order amount as compensation for expenses if the service is not called within one year after the order has been placed. The client reserves the right to prove that the TÜV Rheinland has not incurred no damage whatsoever or only a considerably lower damage than the above mentioned lump sum.

10. Confidentiality

10.1 For the purpose of these terms and conditions, "confidential information" means all know-how, trade secrets, 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 made available by the client to TÜV Rheinland for the purpose of performing the contract, in writing or orally, in printed or electronic format. 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.

10.2 The disclosing party shall mark all confidential information disclosed in written form as confidential information. The client receiving party shall not be permitted to disclose confidential information 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. The client receiving party shall be bound by the confidentiality nature of the information 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.

10.3 The disclosing party shall be bound by the confidentiality nature of the information 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. The client receiving party shall be bound by the confidentiality nature of the information 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.

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10.6 All confidential information shall remain the property of the disclosing party. The receiving party shall be bound by the confidentiality nature of the information 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.

a) The disclosing party shall be bound by the confidentiality nature of the information 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.

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11. Copyrights and rights of use, publications

11.1 TÜV Rheinland shall retain all exclusive copyrights in the reports, expert reports/opinions, test reports/results, results, calculations, presentations etc. prepared by TÜV Rheinland, unless otherwise agreed by the client in a separate agreement. If the client has not agreed, the copyrights, the client is 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 client in a separate agreement. If the client has not agreed, the copyrights, the client is to grant others the right to use the work results for individual or all types of use.

11.3 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 client in a separate agreement. If the client has not agreed, the copyrights, the client is to grant others the right to use the work results for individual or all types of use.

11.4 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 client in a separate agreement. If the client has not agreed, the copyrights, the client is to grant others the right to use the work results for individual or all types of use.

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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 In respect of the legal basis, to the fullest extent permitted by applicable law, in the event of a breach of contractual obligations or tort, the liability of TÜV Rheinland for all damages, losses and reimbursement of expenses caused by TÜV Rheinland, its legal representatives and/or employees shall be limited to: (i) in the case of a contract with a fixed overall fee, three times the overall fee for the entire contract; (ii) in the case of a contract for 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 20,000.00 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 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 actual and/or consequential 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 have been made available in violation of the contractual obligations of TÜV Rheinland or if the client has acted in a negligent or intentional manner. TÜV Rheinland shall not be liable for the acts of the personnel made available by the client under the foregoing provision, if the client has acted in a negligent or intentional manner. TÜV Rheinland shall not be liable for the acts of the personnel made available by the client under the foregoing provision, if the client has acted in a negligent or intentional manner.

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

12.6 The limitation periods for claims for damages shall be based on statutory provisions.

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

13. Export control

13.1 When passing on the services provided by TÜV Rheinland or parts thereof to third parties in Greater China or other regions, the client must comply with the respectively applicable regulations of national and international export control law.

13.2 The performance of a contract with the client is subject to the proviso that there are no obstacles to performance due to national or international 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.

14. Data protection notice

The client understands and agrees that TÜV Rheinland processes personal data (including but not limited to personal information) of the client and its related parties (including but not limited to the supplier of the client) for the purpose of fulfilling the contract. The client confirms that it has reviewed the sample content of the data subject, which includes the data subject's 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 Officer, Am Grauen Stein, 51105 at the following address: TÜV Rheinland AG, c/o Group Data Protection Officer, Am Grauen Stein, 51105

15. Retention of test material and documentation

15.1 The test samples submitted by the client to TÜV Rheinland for testing will be scrapped following testing or will be 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.

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, 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.

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.

15.5 The costs of the handover and dispatch of the test samples for storage on the client's premises are borne by the client. TÜV Rheinland will be liable for the loss of test samples or reference samples from the laboratories or warehouses of TÜV Rheinland only in case of gross negligence.

16. Termination of the contract

16.1 Notwithstanding clause 3.3 of the GTBCB, TÜV Rheinland and the client are entitled to terminate the contract in its entirety or, in the case of services combined in one contract, each of the combined services, if the client or TÜV Rheinland is in breach of its obligations under the contract or if 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 of TÜV Rheinland is prevented from performing the services due to loss or a suspension of its accreditation or notification.

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 services and the client shall pay the relevant service fees for the services provided by TÜV Rheinland up to the termination date of the contract.

Good causes includes but not limited to the following:

a) if the client is in breach of its obligations under the contract or if the client is in breach of its obligations under the contract or if the client is in breach of its obligations under the contract;

b) if the client misuses the certificate or certification mark or uses it in violation of the contract;

c) if the client is in breach of its obligations under the contract or if the client is in breach of its obligations under the contract or if the client is in breach of its obligations under the contract;

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 misrepresentation;

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, etc.

g) if the country/region involved in the whole contract or the specific service project in the contract does not belong to the insurance coverage applied by TÜV Rheinland, and TÜV Rheinland shall not be liable for the insurance coverage applied by TÜV Rheinland.

h) if there is a risk or some risks beyond its control to continue to perform the contract.

In the event of termination with written notice by TÜV Rheinland for good causes, TÜV Rheinland shall be entitled to claim a lump-sum compensation of 10% of the order amount as compensation for damages. In this case, the client shall owe 15% of the remuneration to be paid until the end of the fixed contract term as lump-sum compensation. The client reserves the right to prove that there is no damage or only a considerably lower damage than the above mentioned lump sum.

16.4 TÜV Rheinland is also entitled to terminate the contract with written notice if the client has not been able to provide the necessary information for the audit 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.

Force Majeure

17.1 The occurrence of 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 occurrence of the event or circumstance; 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 fulfill conditions (a) and (b) under paragraph 1 of this Clause: (i) war (whether declared or not), hostilities, invasion, act of foreign enemies, acts of terrorism, sabotage, act of piracy, riot, rebellion and revolution, 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 order, 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.

17.3 If the Party successfully proves the occurrence of an event or circumstance that prevents or impedes the Party from performing one or more of its contractual 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 is given in good time and in writing. If notice thereof is not given in good time, the relief is effective from the time at which notice thereof reaches the other Party. Where the effect of the impediment or event involved is temporary, the above consequences shall apply only as long as the impediment impedes performance by the affected Party. Where the effect of the impediment or event involved is permanent, the above consequences shall apply only as long as the impediment impedes performance by the affected Party. Where the effect of the impediment or event involved is permanent, the above consequences shall apply only as long as the impediment impedes performance by the affected Party. Where the effect of the impediment or event involved is permanent, the above consequences shall apply only as long as the impediment impedes performance by the affected Party.

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 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.

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.

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

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

19.2 In the event of a breach of the provisions under the contract and/or these terms and conditions be caused by 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 not manifestly unfair. Unless otherwise stipulated in the contract, the governing law of the contract and these terms and conditions shall be based following the rules as below:

a) 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) 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.

c) If TÜV Rheinland in question is legally registered and existing in Hong Kong, the contracting parties hereby agree that the contract and these terms and conditions shall be governed by the laws of Hong Kong.

19.4 Any dispute in connection with the contract and these terms and conditions or the execution thereof shall be settled finally through negotiations.

19.5 Unless otherwise stipulated in the contract, if no settlement or no agreement in respect of the extension of the negotiation period can be reached within two months of the arising of the dispute, the dispute shall be referred to arbitration.

a) In the case of TÜV Rheinland in question being legally registered and existing in the People's Republic of China, to China International Economic and Trade Arbitration Commission (CIETAC) at the place where the Arbitration Rules of CIETAC have been agreed in writing and submitted. The arbitration shall take place in Beijing, Shanghai, Shenzhen or Chongqing as appropriately chosen by the claiming party.

b) In the case of TÜV Rheinland in question being legally registered and existing in Taiwan, to Chinese Arbitration Association, Taipei to be arbitrated in accordance with its then current Rules of Arbitration. The arbitration shall take place in Taipei.

c) In the case of TÜV Rheinland being legally registered and existing in Hong Kong, to Hong Kong International Arbitration Centre (HKIAC) to be arbitrated in accordance with the HKIAC Administered Arbitration Rules of HKIAC. The arbitration shall be submitted in accordance with these rules. The arbitration shall take place in Hong Kong.

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