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TESTING  
CNAS L19395TÜVRheinland®  
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Test Report - Products

测试报告编号 / Test Report No.: 304149179a4 001

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客户: 台湾塑膠工業股份有限公司 / *Formosa Plastics Corporation*  
 Client: 台湾雲林縣麥寮鄉 638 台塑工業園區 1 號 / No. 1, *Formosa Industrial Complex, Mailiao, Yunlin County 638, Taiwan, R.O.C*

买家名称: 无 / not available  
 Buyer's name:

制造商名称: 无 / not available  
 Manufacturer's name:

测试项目: 台塑烯高彈性發泡級乙炔醋酸乙炔酯共聚物 / Taisox EVA High Elastic Foaming  
 Test item(s): Grade Polymer

型号: 7180M, 7380M, 7480M, 7680M, 7780M  
 Identification / Model No(s):

样品获取方式: 由客户送样 / *Sending by customer*  
 Sample obtaining method:

样品接收状态: *Test item complete and undamaged.*  
 Condition at delivery:

样品收到日期: 2025-11-17  
 Sample Receiving date:

测试周期: 2025-11-18 to 2025-12-02  
 Testing Period:

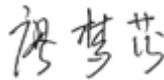
测试地点: 苏州化学实验室 / *Chemical laboratory Suzhou*  
 Place of testing:

测试说明 / *Test specification:*客户选测项目 / *Selected test(s) by client:*

- |   |                  |
|---|------------------|
| - 感官测试 / <i>Sensorial examination</i>   | 合格 / <i>PASS</i> |
| - 塑料的总迁移量 / <i>Global Migration from Plastic</i>  | 合格 / <i>PASS</i> |
| - 塑料的高锰酸钾消耗量 / <i>Consumption of Potassium Permanganate from Plastic</i>                    | 合格 / <i>PASS</i> |
| - 塑料的重金属迁移 (以铅计) / <i>Specific Release of Heavy Metals (Expressed as Lead) from Plastic</i> | 合格 / <i>PASS</i> |
| - 芳香族伯胺的特定迁移 / <i>Specific Migration of Primary Aromatic Amines</i>                         | 合格 / <i>PASS</i> |
| - 醋酸乙炔酯的特定迁移 / <i>Specific Migration of Vinyl Acetate</i>                                   | 合格 / <i>PASS</i> |

测试结论 / *Test conclusion:*



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Page 2 of 14**其他信息 / Other Information:**测试模拟物和条件由客人指定 / *Test simulants and conditions were selected by client.*代表莱茵技术（苏州）有限公司  
**For and on behalf of TÜV Rheinland (Suzhou) Co., Ltd.**

2026-01-05

廖梦莎 / 技术主管  
**Carol Liao / Technical Supervisor**

日期 / Date

姓名 / Name / 职位 / 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-qcn/>) describes the statement of conformity and its rule of enforcement for test results are applicable throughout this test report.*

样品信息由客户提供。测试结果根据所做测试的种类和范围而得出。

本测试报告仅对来样负责。未经本测试中心许可，测试报告不得部分复制。不能根据此报告在上述产品或类似产品上使用任何安全标志。本测试报告中，描述符合性声明所应用的判定规则发布在我司官网 <https://www.tuv.com/landingpage/en/qm-qcn/>。



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Page 3 of 14表明/ **食品接触 / Food contact****Indication:**

产品 / Product: 日用品, 与食品接触 / Commodity, contact with foodstuff

**测试样品描述 / Description of test specimen:****项目 / Item**

1 台塑烯高弹性发泡级乙烯醋酸乙烯酯共聚物/ Taisox EVA High Elastic Foaming Grade Polymer

**1. 材料清单 / Material List:**

样本编号 / Sample No.	材料 / Material	颜色 / Color	位置 / Location
4	塑料, 乙烯醋酸乙烯酯 / Plastic, EVA (CAS no.24937-78-8)	透明 / Transparent	片材 / Sheet



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**2. 结果汇总 / Overall Results:**

测试号 / Test No.	测试项目 / Tested Item	结论 / Conclusion
1	感官测试 / <i>Sensorial examination</i>	合格 / <i>PASS</i>
2	塑料的总迁移量 / <i>Global Migration from Plastic</i>	合格 / <i>PASS</i>
3	塑料的高锰酸钾消耗量 / <i>Consumption of Potassium Permanganate from Plastic</i>	合格 / <i>PASS</i>
4	塑料的重金属迁移（以铅计） / <i>Specific Release of Heavy Metals (Expressed as Lead) from Plastic</i>	合格 / <i>PASS</i>
5	芳香族伯胺的特定迁移 / <i>Specific Migration of Primary Aromatic Amines</i>	合格 / <i>PASS</i>
6	醋酸乙烯酯的特定迁移 / <i>Specific Migration of Vinyl Acetate</i>	合格 / <i>PASS</i>



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### 3. 结果 / Results

#### 3.1 感官测试 / Sensorial examination

测试方法 / **GB 5009.156-2016 食品安全国家标准 食品接触材料及制品迁移试验预处理方法通则**

*Test method:* **GB 31604.1-2023 食品安全国家标准 食品接触材料及制品迁移试验通则**

*The test was performed with reference to GB 5009.156-2016, GB 31604.1-2023.*

限值 / *Limit:* **GB 4806.7-2023 食品安全国家标准 食品接触用塑料材料及制品**

*GB 4806.7-2023 Chinese National Food Safety Standard for Plastic Materials and Articles*

应用以下食物模拟剂和条件 / *The following food simulant and condition was applied:*

食品模拟物 / <i>Food simulant</i>	测试时间 / 温度 <i>Test duration / Temperature</i>
4% 乙酸 / <i>Acetic acid 4 %</i>	10 day(s) / 40 °C
50% 乙醇 / <i>Ethanol 50 %</i>	10 day(s) / 40 °C

测试编号 / <i>Test No.:</i>	1	
测试样本编号 / <i>Sample No.:</i>	4	
<b>参数 / <i>Parameter:</i></b>	<b>要求 / <i>Requirement</i></b>	<b>结果 / <i>Result</i></b>
感官 / <i>Sensory</i>	色泽正常，无异臭、不洁物等 / <i>Normal luster, no foreign odor or impurity, etc.</i>	合格 / <i>Pass</i>
浸泡液 / <i>Soaking liquid</i>	迁移试验所得浸泡液无浑浊、沉淀、异臭等感官性的劣变 / <i>No turbidity, precipitate or foreign odor and other sensory deterioration in soaking liquids of migration testing.</i>	合格 / <i>Pass</i>



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### 3.2 塑料的总迁移量 / Global Migration from Plastic

测试方法 / **Test Method:** GB 5009.156-2016 食品安全国家标准 食品接触材料及制品迁移试验预处理方法通则  
 GB 31604.1-2023 食品安全国家标准 食品接触材料及制品迁移试验通则  
 GB 31604.8-2021 食品安全国家标准 食品接触材料及制品 总迁移量的测定  
*The test was performed with reference to GB 5009.156-2016, GB 31604.1-2023 & GB 31604.8-2021.*

测试要求 / **Limit:** GB 4806.7-2023 食品安全国家标准 食品接触用塑料材料及制品  
*GB 4806.7-2023 Chinese National Food Safety Standard for Plastic Materials and Articles*

应用以下食物模拟剂和条件 / *The following food simulant and condition was applied:*

食品模拟物 / <i>Food simulant</i>	测试时间 / 温度 <i>Test duration / Temperature</i>
4% 乙酸 / <i>Acetic acid 4 %</i>	10 day(s) / 40 °C
50% 乙醇 / <i>Ethanol 50 %</i>	10 day(s) / 40 °C

测试编号 / <i>Test No.:</i>	1		
测试样本编号 / <i>Material No.:</i>	4		
迁移比率 / <i>Migration ratio:</i>	1000 ml / 6 dm <sup>2</sup>		
参数 / <i>Parameter</i>	单位 / <i>Unit</i>	结果 / <i>Result</i>	限值 / <i>Limit</i>
4% 乙酸 / <i>Acetic acid 4 %</i>	mg/dm <sup>2</sup>	< 2.0	10
50% 乙醇 / <i>Ethanol 50 %</i>	mg/dm <sup>2</sup>	< 2.0	10

缩写 / *Abbreviations:*

mg/dm<sup>2</sup> = 毫克每平方米 / *Milligram per square decimetre*

< = 小于 / *Less than*



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### 3.3 塑料的高锰酸钾消耗量 / Consumption of Potassium Permanganate from Plastic

测试方法 / Test Method: GB 31604.2-2016, 食品安全国家标准 食品接触材料及制品 高锰酸钾消耗量的测定  
The test was performed with reference to GB 31604.2-2016.

测试要求 / Limit: GB 4806.7-2023 食品安全国家标准 食品接触用塑料材料及制品  
GB 4806.7-2023 Chinese National Food Safety Standard for Plastic Materials and Articles

应用以下食物模拟剂和条件 / The following food simulant and condition was applied:

食品模拟物 / Food simulant	测试时间/ 温度 Test duration / Temperature
水 / Distilled water	2 h / 60 °C

测试编号 / Test No.:	1		
测试样本编号 / Sample No.:	4		
参数 / Parameter	单位 / Unit	结果 / Result	限值 / Limit
高锰酸钾消耗量 / KMnO <sub>4</sub> Consumed	mg/kg	2.6	10

缩写 / Abbreviations:

mg/kg = 毫克每千克 / Milligram per kilogram

< = 小于 / Less than

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### 3.4 塑料的重金属迁移（以铅计） / Specific Release of Heavy Metals (Expressed as Lead) from Plastic

测试方法 / **GB 31604.9-2016 食品安全国家标准 食品模拟物中重金属的测定**

*Test method: The test was performed with reference to GB 31604.9-2016.*

测试要求 / **GB 4806.7-2023 食品安全国家标准 食品接触用塑料材料及制品**

*Limit: GB 4806.7-2023 Chinese National Food Safety Standard for Plastic Materials and Articles*

应用以下食物模拟剂和条件 / *The following food simulant and condition was applied:*

食品模拟物 / <i>Food simulant</i>	测试时间 / 温度 <i>Test duration / Temperature</i>
4% 乙酸 / <i>Acetic acid 4 %</i>	2 hours / 60 °C

测试编号 / <i>Test No.:</i>	1		
测试样本编号 / <i>Material No.:</i>	4		
<b>参数 / <i>Parameter</i></b>	<b>单位 / <i>Unit</i></b>	<b>结果 / <i>Result</i></b>	<b>限值 / <i>Limit</i></b>
铅 / <i>Lead</i>	mg/kg	<1	1

缩写 / *Abbreviations:*

mg/kg = 毫克每千克 / *Milligram per kilogram*

< = 小于 / *Less than*

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**3.5 芳香族伯胺的特定迁移 / Specific Migration of Primary Aromatic Amines**

 测试方法 / GB 5009.156-2016 食品安全国家标准 食品接触材料及制品迁移试验预处理方法通则  
 GB 31604.1-2023 食品安全国家标准 食品接触材料及制品 迁移试验通则

 Test method: GB 31604.52-2021 食品安全国家标准 食品接触材料及制品芳香族伯胺迁移量的测定  
 The test was performed with reference to GB 5009.156-2016, GB 31604.1-2023 & GB 31604.52-2021

测试要求 / GB 4806.7-2023 食品安全国家标准 食品接触用塑料材料及制品

Limit: GB 4806.7-2023 Chinese National Food Safety Standard for Plastic Materials and Articles

应用以下食物模拟剂和条件 / The following food simulant and condition was applied:

食品模拟物 / Food simulant	测试时间 / 温度 Test duration / Temperature
4% 乙酸 / Acetic acid 4 %	10 day(s) / 40 °C

测试编号 / Test No.:	1				
测试样本编号 / Sample No.:	4				
迁移比率 / Migration ratio	1000 ml / 6 dm <sup>2</sup>				
参数 / Parameter	CAS 号 / CAS No.	单位 / Unit	报告限 / RL	结果 / Result	限值 / Limit
对苯二胺 / p-phenylenediamine	106-50-3	mg/kg	0.01	< RL	-
间苯二胺 / m-phenylenediamine	108-45-2	mg/kg	0.01	< RL	-
2,4-二氨基甲苯 / 2,4-toluenediamine	95-80-7	mg/kg	0.01	< RL	-
4,4'-二氨基二苯醚 / 4,4'-oxydianiline	101-80-4	mg/kg	0.01	< RL	-
联苯胺 / Benzidine	92-87-5	mg/kg	0.01	< RL	-
4,4'-二氨基二苯甲烷 / 4,4'-methylenedianiline	101-77-9	mg/kg	0.01	< RL	-
苯胺 / Aniline	62-53-3	mg/kg	0.01	< RL	-
邻甲氧基苯胺 / o-anisidine	90-04-0	mg/kg	0.01	< RL	-
邻甲苯胺 / o-Toluidine	95-53-4	mg/kg	0.01	< RL	-
3,3'-二甲基-4,4'-二氨基二苯甲烷 / 4,4'-Methylene-di-o-toluidine	838-88-0	mg/kg	0.01	< RL	-

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3,3'-二甲氧基联苯胺 / 3,3'-Dimethoxybenzidine	119-90-4	mg/kg	0.01	< RL	-
3,3'-二甲基联苯胺 / 4,4'-bi-o-toluidine	119-93-7	mg/kg	0.01	< RL	-
2,6-二甲基苯胺 / 2,6-Dimethylaniline	87-62-7	mg/kg	0.01	< RL	-
2,4'-二氨基二苯甲烷 / 2,4'-diaminodiphenylmethane	1208-52-2	mg/kg	0.01	< RL	-
2,4-Diaminoanisole / 2,4-二氨基苯甲醚	615-05-4	mg/kg	0.01	< RL	-
p-cresidine / 3-氨基对甲苯甲醚	120-71-8	mg/kg	0.01	< RL	-
2,4,5-Trimethylaniline / 2,4,5-三甲基苯胺	137-17-7	mg/kg	0.01	< RL	-
4,4'-thiodianiline / 4,4'-二氨基二苯硫醚	139-65-1	mg/kg	0.01	< RL	-
4-chloroaniline / 对氯苯胺	106-47-8	mg/kg	0.01	< RL	-
2,4-Dimethylaniline / 2,4-二甲基苯胺	95-68-1	mg/kg	0.01	< RL	-
2-Naphthylamine / 2-萘胺	91-59-8	mg/kg	0.01	< RL	-
2,2'-二氨基二苯甲烷 / 2,2'-methylenedianiline	6582-52-1	mg/kg	0.01	< RL	-
4-氨基联苯 / 4-aminobiphenyl	92-67-1	mg/kg	0.01	< RL	-
4-氯邻甲苯胺 / 4-chloro-o-toluidine	95-69-2	mg/kg	0.01	< RL	-
2-氨基-4-硝基甲苯 / 2-Methyl-5-nitroaniline	99-55-8	mg/kg	0.01	< RL	-
3,3'-二氯联苯胺 / 3,3'-Dichlorobenzidine	91-94-1	mg/kg	0.01	< RL	-
对氨基偶氮苯 / 4-aminoazobenzol	60-09-3	mg/kg	0.01	< RL	-
4,4'-次甲基-双-(2-氯苯胺) / 4,4'-methylene-bis-(2-chloro-aniline)	101-14-4	mg/kg	0.01	< RL	-
邻氨基偶氮甲苯 / o-aminoazotoluene	97-56-3	mg/kg	0.01	< RL	-
芳香族伯胺迁移总量 / Sum of Primary Aromatic Amines*1	-	mg/kg	0.01	n.d.	不得检出 / n.d.

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Abbreviations / 缩写:

RL = Reporting Limit / 报告限

mg/kg = Milligram per kilogram / 毫克每千克

ml/dm<sup>2</sup> = Millilitre per square decimetre / 毫升每平方分米

< = Less than / 小于

备注 / Remark:

\*1 检测结果低于报告限的单个成分不计入总和计算。在所有伯芳香胺都未检测到的情况下，结果表述为未检出。

Single components with an amount of less than reporting limit were not considered by the calculation of the sum. In the case of all of Primary Aromatic Amines were not detected, the result is stated n.d.



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### 3.6 醋酸乙烯酯的特定迁移 / Specific Migration of Vinyl Acetate

测试方法 / **GB 5009.156-2016 食品安全国家标准 食品接触材料及制品迁移试验预处理方法通则**  
**GB 31604.1-2023 食品安全国家标准 食品接触材料及制品迁移试验通则**

Test method: **GB 31604.20-2016 食品安全国家标准 食品接触材料及制品醋酸乙烯酯迁移量的测定**  
*The test was performed with reference to GB 5009.156-2016, GB 31604.1-2023 & GB 31604.20-2016*

测试要求 / **GB 4806.7-2023 食品安全国家标准 食品接触用塑料材料及制品**  
Limit: **GB 4806.7-2023 Chinese National Food Safety Standard for Plastic Materials and Articles**

应用以下食物模拟剂和条件 / The following food simulant and condition was applied:

食品模拟物 / Food simulant	测试时间 / 温度 Test duration / Temperature
4% 乙酸 / Acetic acid 4 %	10 day(s) / 40 °C

测试编号 / Test No.:	1		
测试样本编号 / Sample No.:	4		
迁移比率 / Migration ratio	1000 ml / 6 dm <sup>2</sup>		
参数 / Parameter	单位 / Unit	结果 / Result	限值 / Limit
醋酸乙烯酯 / Vinyl Acetate	mg/kg	< 5	12

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食品模拟物 / <i>Food simulant</i>	测试时间 / 温度 <i>Test duration / Temperature</i>
50% 乙醇 / <i>Ethanol 50 %</i>	10 day(s) / 40 °C

测试编号 / <i>Test No.:</i>	1		
测试样本编号 / <i>Sample No.:</i>	4		
迁移比率 / <i>Migration ratio</i>	1000 ml / 6 dm <sup>2</sup>		
<b>参数 / <i>Parameter</i></b>	<b>单位 / <i>Unit</i></b>	<b>结果 / <i>Result</i></b>	<b>限值 / <i>Limit</i></b>
醋酸乙烯酯 / <i>Vinyl Acetate</i>	mg/kg	< 5	12

缩写 / *Abbreviations:*

mg/kg = 毫克每千克 / *Milligram per kilogram*

< = 小于 / *Less than*

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4. 样品照片 / Sample picture(s):



样品 4 / Sample 4

- 结束 / 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 ("GTCCB") is made between the client and one or more members of TÜV Rheinland in Greater China as applicable as the case may be ("TÜV Rheinland"). The Greater China hereof refers to the regions within the territories of China. The client hereof includes:

(i) a natural person capable to form legally binding contracts under the applicable laws who concludes the contract not for the purposes of only 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, installation, 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 GTCCB shall also apply to future contracts with the client without TÜV Rheinland having to refer 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 work. If the client does not object to this, the contract term starts upon the coming into effect of the contract in accordance with clause 3.1 and shall continue for the term agreed in the contract.

3.2 If the contract term 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, the written contract or order by the client shall be decisive for the service to be provided. Unless otherwise agreed, services beyond the scope of the service description (e.g. checking the correctness and functionality of parts, products, processes, installations) or organizational knowledge in the system on which the intended use and application of such) are not covered. In particular, no responsibility is assumed for the design, selection of materials, construction or intended use of an examined part, product, process plant, unless this is expressly stated in the contract.

4.2 The agreed services shall be performed in compliance with the regulations in force at the time the contract is entered into.

4.3 The client 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 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 its upstream and/or downstream processes, organizations, use and application in accordance with the regulations in force at the time the contract is entered into. In particular, TÜV Rheinland shall assume no responsibility for the construction, selection of materials and assembly of installations examined, nor for their use and application in accordance with regulations, unless expressly agreed in writing in the contract.

4.5 In the case of safety 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 and standards or official requirements for the agreed service scope change after conclusion of the contract, with a written notice to the client, TÜV Rheinland shall be entitled to additionally incur the costs of the change.

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 information in the work results (test reports, test results, test reports, etc.) is not part of the agreed services. This also applies if the client passes on work results - in full or in part - to third parties 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 establish legal relationships with that/those third party(ies) according to such contracts/agreements. TÜV Rheinland will merely be the corresponding legal liability partner of TÜV Rheinland in the contract and the client shall be responsible for the testing and certification 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 inform the client as agent for such particular 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 agency services, but TÜV Rheinland shall not bear any responsibility and/or risk for any services to be provided by 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 or third testing and/or certification bodies, agency services provided by any other third agency), etc.). Besides, the client shall be liable 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 service results and pay additional fees in accordance with the relevant laws and regulations, the testing and certification rules, such fees are not within the scope of the contract price, the client shall timely perform the obligation of such annual review/surveillance and pay the corresponding fees. If the client fails to perform such obligations of the annual review/surveillance, it 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 In the event of force majeure, the client 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 period/dates**

5.1 The contractually agreed periods/dates of performance are based on estimates of the work to be performed 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 made all required contractual arrangements with the 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 any delay in the performance of the services, 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 services.

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 shall not be liable for any delay in the performance of the services and 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 comply with the legal and/or officially prescribed deadlines. TÜV Rheinland assumes no responsibility for any delay in the performance of the services, if the client is in writing specifying 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, samples, 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 issued by 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 immediately terminate the contract/contractor without prior notice; and

i) having the issued testing reports/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 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 expenses.

**7. Prices**

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

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

7.3 If the execution of an order extends over more than one month and the value of the contract or the agreed fixed price exceeds €2,500.00 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 due for payment within 30 days of the invoice date without deduction on receipt of the invoice. No discounts and rebates shall be granted.

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

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 default in payment of the invoice despite being granted a reasonable grace period, TÜV Rheinland shall be entitled to cancel the contract, withdraw the certificate, claim damages for non-performance and refuse to continue performance of the contract.

8.5 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. In the event of charges in excess of 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 or the charges in fees. If the client does not object to this, the 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 is entitled to the right to set off any amount due to the client, including but not limited to set-off against any fees 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 is obliged to accept it immediately.

9.2 If acceptance is required contractually agreed in writing, the work result 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 Follow-Audit stage, if the client is unable to make use of the time windows provided for within the scope of the provision procedure for auditing/performing by TÜV Rheinland and the certificate is required to be withdrawn (e.g. performance of surveillance visits), or if the client cancels or postpones a confirmed audit date within two (2) weeks before the agreed date, TÜV Rheinland is entitled to immediately charge a lump-sum compensation of 10% of the order amount as compensation for expenses. The client reserves the right to prove that 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 lump-sum damages in the amount of 10% of the order amount as compensation for expenses if the client fails to show up for the agreed services on the day that has been placed. The client reserves the right to prove that the TÜV Rheinland has incurred no damage whatsoever or only a considerably lower damage than the above mentioned lump sum.

**10. Confidentiality**

10.1 For the purpose of these terms and conditions, "confidential information" means all know-how, trade secrets, documents, images, drawings, expertise, information, data, test results, reports, samples, product documents, pricing and financial information, customer and supplier information, and marketing techniques, language or other information that is supplied, transferred or otherwise disclosed by one Party (the "disclosing party") to the other Party (the "receiving party"), in writing or orally, in printed or electronic form. Confidential information is expressly not limited to information that is covered by the client's test products and/or certified products and not proprietary to the client or the provider of the services by TÜV Rheinland.

10.2 TÜV Rheinland is entitled to store, use, further develop and pass on the data obtained in connection with the performance of the contract for the purpose of the services, improving services and analysing the provision of services.10.2 The disclosing party shall mark all confidential information disclosed in written form as confidential before passing it onto the receiving party. The same applies to confidential information transmitted by e-mail. If confidential information is disclosed orally, the receiving party shall be appropriately informed in advance and the disclosing party shall confirm in writing the confidentiality nature of the information within five working days of oral disclosure. Where the disclosing party fails to do so within the stipulated period, the receiving party shall not take any confidential obligations hereunder towards such information. The client shall avoid using any third party platform and/or system (e.g. Wechat, etc.) to transmit confidential information to TÜV Rheinland to avoid any confidential information. Instead, the client shall send any confidential information to company email of TÜV Rheinland employees through its company email. If the client suffers from any losses or damages due to any third party or person who is caused by the adoption of any unauthorized confidential information sharing methods 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 performance of work by TÜV Rheinland:

a) may only be used by the receiving party for the purposes of performing the contract, unless expressly otherwise agreed in writing by the disclosing party;

b) may not be copied, distributed, published or otherwise disclosed by the receiving party, unless this is necessary for fulfilling the purpose of the contract or TÜV Rheinland is required to pass on confidential information, inspection reports or documentation to governmental authorities, judicial court, accreditation bodies or third parties (including but not limited to the relevant direct and/or indirect proposed purchasers, vehicle manufacturers/whole equipment manufacturers, test standards or test requirements providers of the client's test products and/or certified products, etc.) that are involved in the performance of the contract;

c) must be treated by the receiving party with the same level of confidentiality as the receiving party uses to protect its own confidential information, but cover with a lesser level of confidentiality than that which is reasonably required.

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

10.5 Information which the receiving party can furnish proof that:

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

b) was disclosed by the receiving party to a third party who did not disclose this information; or

c) the receiving party already possessed this information prior to disclosure by the disclosing party; or

d) the receiving party developed it itself, irrespective of disclosure by the disclosing party, shall not be deemed to constitute "confidential information" as defined in this confidentiality clause.

10.6 All confidential information shall remain the property of the disclosing party. The receiving party agrees to immediately (i) return all confidential information to the disclosing party and (ii) on request by the disclosing party, to destroy all confidential information, including all copies, and confirm the destruction of this confidential information to the disclosing party in writing, at any time if so requested by the disclosing party but at the latest at the end of the contract. The receiving party shall be liable for any damage caused by the disclosing party and/or (iii) on request by the disclosing party, to destroy all confidential information, including all copies, and confirm the destruction of this confidential information to the disclosing party in writing, at any time if so requested by the disclosing party but at the latest at the end of the contract. 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