

**Konformitätserklärung gemäß Verordnung (EG) 1935/2004 für Materialien aus Kunststoff mit
Lebensmittelkontakt / Declaration of compliance according Regulation (EC) 1935/2004 for plastic materials in contact with
food**

Identität und Anschrift Identity and address	Koopman International b.v., Distelweg 88, 1031 HH Amsterdam, The Netherlands
Article + Auftragsnummer order number = LOT = batch number	Y20290070-323901
Artikelbeschreibung article description	COOLER BOX 24 LITER, BLUE/WHITE COLOR
Ursprungsland Made in	Portugal
Datum der Erklärung date of declaration	26-2-2020

Hiermit wird bestätigt, dass oben genannter Artikel den gesetzlichen Bestimmungen in Artikel 3, Artikel 11 Absatz 5, Artikel 15 und Artikel 17 der Verordnung (EG) 1935/2004, Verordnung (EU) 10/2011 und der deutschen Bedarfsgegenständeverordnung (BedGgStV) in ihrer jeweils aktuellen Fassung entspricht.

This is to confirm that the above named article complies with the legal provisions in Article 3, 11(5), 15 and 17 of the Regulation (EC) 1935/2004, regulation (EU) 10/2011 and the German Consumer Goods Ordinance (BedGgStV) in its current version.

Der Artikel kann SML Stoffe enthalten. Die Gesamtmigration sowie die spezifische Migration liegen bei spezifikationsgemäßer Anwendung unter den gesetzlichen Grenzwerten. Die Prüfung erfolgte nach den Verordnung (EU) 10/2011.

The article may contain SML substances. However, when used as specified, the overall migration as well as the specific migration do not exceed the legal limits. The testing was performed according to regulation (EU) 10/2011.

Die eingesetzten Materialien und Rohstoffe entsprechen der europäischen Verordnung (EU) 10/2011.

The materials and raw materials are in accordance with the European regulation (EU) 10/2011 for plastic materials.

Hinweis zu „Dual-Use-Stoffen“:

Substanzen, die auch als Lebensmittelzusatzstoffe erlaubt sind, migrieren nicht oder sind in so geringen Mengen enthalten, dass sie im Falle einer Migration keine technologische Wirkung haben.

Note on dual use substances:

Substances also approved as food additives do not migrate or are contained in marginal quantities only so that they do not display any technological effect in case of migration.

Die Konformitätserklärung für diesen Artikel wurde nach Prüfung des Artikels durch ein akkreditiertes Labor ausgestellt.

The declaration of compliance for this article was issued based on entire inspection of the article by an accredited laboratory.

Verwendete Kunststoffe / Used plastic materials

Kurzzeichen / Resin Code	Name
PP	Polypropylene

Vorgesehener Verwendungszweck und Einschränkungen / Intended use and restrictions

Dieser Gegenstand darf mit folgenden Lebensmitteln in Kontakt kommen:

This article may come into contact with the following foodstuffs:

Lebensmittelarten, die nicht angekreuzt sind dürfen nicht mit dem Material in Berührung kommen

Food types that are not checked shall not come into contact with the material

<input checked="" type="checkbox"/>	Trocken / dry
<input checked="" type="checkbox"/>	Wässrig / Aqueous
<input type="checkbox"/>	Alkoholisch / Spirituous
<input type="checkbox"/>	Sauer / Acidic
<input type="checkbox"/>	Milchprodukte / Milk products
<input type="checkbox"/>	Fettig* / Greasy*

*) Bei Ersatzprüfungen mit organischen Lösungsmitteln werden die Prüfbedingungen entsprechend der EN1186-1:2002 Abschnitt 7.2 angepasst.

*) Replacement testing with organic solvents were carried out with adjusted testing conditions according to EN1186-1:2002 Section 7.2

Anwendungsbereich des Gegenstandes / Scope of the article:

	Stunden/hours oder / or	10	Tage/ days
40 °C		N	geschirrspülmaschine geeignet dishwasher safe
N tiefkühlgeeignet freeze safe		N	mikrowellengeeignet microwave safe

(N = nein / no; Y = ja / yes)

Verhältnis der mit Lebensmittel in Berührung kommenden Fläche zum Volumen, anhand dessen die Konformität des Gegenstandes festgestellt wurde.

Ratio of the surface area that is to come into contact with the foodstuff to the volume levels, with which the object conformity was determined.

6/1000 dm²/mL	oder / or	nicht Anwendbar / not applicable
---------------	-----------	----------------------------------


Es wird keine funktionelle Barriere aus Kunststoff verwendet.

There is no functional barrier made from plastic

Signature of authorised representative:

Name: Edwin Ramadan

Tätigkeit / Role: Chemist & Technologist


 Koopman International B.V.
 Distelweg 88
 1031 HH AMSTERDAM
 Tel. (+31)20-4947777 / Fax (+31)20-6366131

 Ir. Ing. E. Ramadan
 Chemist & Technologist.

Rapport d'essais *Test report*

Rouen, le 23 décembre 2020

CL20-04999

Page 1 sur 6

Produit / Product : COOL BOXES - 24L
Emetteur / Contact : Text removed by K.I.
Commande / Order : Acceptation du devis DC20-05703
Reçu le / Received : 09/11/2020
Devis / Price offer : DC20-05703

Text removed by K.I.



Tests ou conformité demandés <i>Tests requested / Standards</i>	Conclusion <i>Conclusion</i>
Présence de Bisphénol A (teneur en BPA) dans matériau(x) - Loi Française n°2012-1442 <i>BPA content presence in material(s) - French Law n° 2012-1442</i>	Conforme # <i>PASS #</i>
Conformité sur matériaux plastifiés selon Règlement 10/2011/CE (et modifs) + Fiche DGCCRF matériaux organiques (matières synthétiques) <i>Compliance on plasticized materials according to the 10/2011/EC Regulation (and modifs) + French DGCCRF organic materials (synthetic matters) file</i>	Conforme <i>PASS</i>
Aptitude au contact alimentaire : Règlement 1935/2004/CE art. 3, décret 2007/766 uniquement pour les essais réalisés et sur les parties testées <i>Food contact compliance : 1935/2004/CE regulation art. 3, 2007/766 Decree only on items tested and for analysis performed</i>	Conforme <i>PASS</i>

Les déclarations de conformité de ce rapport ne sont couvertes par l'accréditation COFRAC que si l'ensemble des essais de ce rapport est réalisé sous accréditation. / The statement of conformity of this report is under COFRAC accreditation only if all results included in this report are accredited.

Les incertitudes de mesure ne sont pas prises en compte pour conclure sur la conformité des analyses sauf demande spécifique du client
Uncertainties are not taken into account to define compliance on analysis except on specific customer request

Christelle FRANCONVILLE
Expert Technique Chimie-Contact Alimentaire
Chemistry-Food contact Technical Expert

Tel. :

The accreditation by the Cofrac attests only the competence of the Laboratories for the tests covered by the accreditation. They are identified by the symbol (*). Some analyses reported in this document are not covered by the COFRAC accreditation.
(1) Test subcontracted in a SGS Laboratory. (2) Test subcontracted in a partner laboratory outside SGS group.
This document is issued by the Company under its General Conditions of Service available on request and accessible at http://www.sgs.com/terms_and_conditions.htm. Attention is drawn to the limitation of liability, indemnification and jurisdiction issues defined therein.
Any holder of this document is advised that information contained hereon reflects the Company's findings at the time of its intervention only and within the limits of Client's instructions, if any. The Company's sole responsibility is to its Client and this document does not exonerate parties to a transaction from exercising all their rights and obligations under the transaction documents.
Any unauthorized alteration, forgery or falsification of the content or appearance of this document is unlawful and offenders may be prosecuted to the fullest extent of the law.
Unless otherwise stated the results shown in this test report refer only to the sample(s) tested and such sample(s) are retained for 30 days only. This document shall not be reproduced, except in full, without prior written approval of the Company. It includes 6 page(s).

Rapport d'essais *Test report*

Matériaux au contact : plastique
Foodcontact materials : plastic

Début des essais / beginning of tests : 12-11-2020
Fin des essais / end of tests : 22-12-2020

Ratio [area (dm²) / volume (ml)] for overall migrations: 1dm² / 100ml
Ratio followed for recalculated specific migrations: 0,6dm² / 100ml

Lavage de l'article avant test / pre-wash article before test : NON / NO (selon demande client ou aucune spécif. / according to client request or no specification)

REMARQUE : L'interdiction du Bisphénol A, dans tous les articles destinés au contact alimentaire, est effective depuis le 1er Janvier 2015 (en plus de la 1ère échéance du 01/01/2013 existante déjà pour certains articles de puériculture).

The ban of the use of BPA in all articles in contact with foods is effective since the 1st January 2015 (in addition with the first term of the 1st January 2013 for some childcare articles)

Pour les matières plastifiées,

Conforme = Aucune valeur en BPA dans le(s) matériau(x) supérieure à notre limite analytique de 0,1 mg/kg ou 100 µg/kg, n'a été trouvée.

PASS: no BPA value in the material(s) exceeding our analytical limit of 0,1 mg/kg, was found.

Pour plus d'informations, voir avec Mr G. Dommerc et Mme P. Lambert.

For more details, please contact Mrs P. Lambert and Mr G. Dommerc.

The accreditation by the Cofrac attests only the competence of the Laboratories for the tests covered by the accreditation. They are identified by the symbol (*). Some analyses reported in this document are not covered by the COFRAC accreditation.

(1) Test subcontracted in a SGS Laboratory. (2) Test subcontracted in a partner laboratory outside SGS group.

This document is issued by the Company under its General Conditions of Service available on request and accessible at http://www.sgs.com/terms_and_conditions.htm. Attention is drawn to the limitation of liability, indemnification and jurisdiction issues defined therein.

Any holder of this document is advised that information contained hereon reflects the Company's findings at the time of its intervention only and within the limits of Client's instructions, if any. The Company's sole responsibility is to its Client and this document does not exonerate parties to a transaction from exercising all their rights and obligations under the transaction documents.

Any unauthorized alteration, forgery or falsification of the content or appearance of this document is unlawful and offenders may be prosecuted to the fullest extent of the law.

Unless otherwise stated the results shown in this test report refer only to the sample(s) tested and such sample(s) are retained for 30 days only. This document shall not be reproduced, except in full, without prior written approval of the Company. It includes 6 page(s).

Rapport d'essais *Test report*

Migration spécifique : amines aromatiques primaires (1)

1st specific migration : primary aromatic amines (1)

selon EN13130-1 (1 essai \1 simulant) -
DIN 55610 + Règl.10/2011/CE (modifs)
-Annexe II

		CL20-04999.001		
		WHITE PLASTIC _ INTERNAL COOL BOX AND LID		
	Limites <i>Limits</i>	Résultats <i>Results</i>		
Simulant <i>Simulant</i>		Ethanol 10%		
Durée de migration <i>Migration duration</i>		10j		
Température de migration <i>Migration temperature</i>		40 °C		
1ère migration en AAP <i>1st specific PAA migration</i>	< 0,01 mg/kg	<0,001 mg/kg		
Conclusion <i>Conclusion</i>		Conforme <i>Pass</i>		

Teneur en Bisphénol A

Bisphenol A Content

Loi Française 2012-1442 -ultrasons
Dichlorométhane/Toluène 30 min.70°C
+LC-MS-MS (GC/MS)

		CL20-04999.002		
		WHITE PLASTIC _ INTERNAL COOL BOX AND LID		
	Limites <i>Limits</i>	Résultats <i>Results</i>		
teneur en Bisphénol A <i>Bisphenol A content</i>		<100 µg/kg		
Conclusion <i>Conclusion</i>		Conforme #		

The accreditation by the Cofrac attests only the competence of the Laboratories for the tests covered by the accreditation. They are identified by the symbol (*). Some analyses reported in this document are not covered by the COFRAC accreditation.

(1) Test subcontracted in a SGS Laboratory. (2) Test subcontracted in a partner laboratory outside SGS group.

This document is issued by the Company under its General Conditions of Service available on request and accessible at http://www.sgs.com/terms_and_conditions.htm. Attention is drawn to the limitation of liability, indemnification and jurisdiction issues defined therein.

Any holder of this document is advised that information contained hereon reflects the Company's findings at the time of its intervention only and within the limits of Client's instructions, if any. The Company's sole responsibility is to its Client and this document does not exonerate parties to a transaction from exercising all their rights and obligations under the transaction documents.

Any unauthorized alteration, forgery or falsification of the content or appearance of this document is unlawful and offenders may be prosecuted to the fullest extent of the law.

Unless otherwise stated the results shown in this test report refer only to the sample(s) tested and such sample(s) are retained for 30 days only. This document shall not be reproduced, except in full, without prior written approval of the Company. It includes 6 page(s).

Rapport d'essais *Test report*

Migration de 9 métaux dans les matières plastifiées

specific migration of 9 heavy metals on plasticised materials

selon EN13130-1 (1 essai \1 simulant)

+Règlement 10/2011/CE (modifs)

-Annexe II (modifs)

		CL20-04999.001		
		WHITE PLASTIC _ INTERNAL COOL BOX AND LID		
	Limites <i>Limits</i>	Résultats <i>Results</i>		
Simulant <i>Simulant</i>		Ethanol 10%		
Temps de migration <i>Migration time</i>		10j		
Température de migration <i>Migration temperature</i>		40 °C		
Volume simulant <i>Volume</i>		100 ml		
Surface <i>Surface</i>		0,6 dm²		
Migration de l'Aluminium <i>aluminium migration</i>	< 1 mg/kg	<0,1 mg/kg		
Migration du Baryum <i>barium migration</i>	< 1 mg/kg	<0,1 mg/kg		
Migration du Cobalt <i>cobalt migration</i>	< 0,05 mg/kg	<0,01 mg/kg		
Migration du Cuivre <i>copper migration</i>	< 5 mg/kg	<0,1 mg/kg		
Migration du Fer <i>iron migration</i>	< 48 mg/kg	<1 mg/kg		
Migration du Lithium <i>lithium migration</i>	< 0,6 mg/kg	<0,1 mg/kg		
Migration du Manganèse <i>manganese migration</i>	< 0,6 mg/kg	<0,1 mg/kg		
Migration du Nickel <i>nickel migration</i>	< 0,02 mg/kg	<0,01 mg/kg		
Migration du Zinc <i>zinc migration</i>	< 5 mg/kg	<0,1 mg/kg		
Conclusion <i>Conclusion</i>		Conforme <i>Pass</i>		

The accreditation by the Cofrac attests only the competence of the Laboratories for the tests covered by the accreditation. They are identified by the symbol (*). Some analyses reported in this document are not covered by the COFRAC accreditation.

(1) Test subcontracted in a SGS Laboratory. (2) Test subcontracted in a partner laboratory outside SGS group.

This document is issued by the Company under its General Conditions of Service available on request and accessible at http://www.sgs.com/terms_and_conditions.htm. Attention is drawn to the limitation of liability, indemnification and jurisdiction issues defined therein.

Any holder of this document is advised that information contained hereon reflects the Company's findings at the time of its intervention only and within the limits of Client's instructions, if any. The Company's sole responsibility is to its Client and this document does not exonerate parties to a transaction from exercising all their rights and obligations under the transaction documents.

Any unauthorized alteration, forgery or falsification of the content or appearance of this document is unlawful and offenders may be prosecuted to the fullest extent of the law.

Unless otherwise stated the results shown in this test report refer only to the sample(s) tested and such sample(s) are retained for 30 days only. This document shall not be reproduced, except in full, without prior written approval of the Company. It includes 6 page(s).

Rapport d'essais **Test report**

Migrations globales succ. : 3ème migration dans éthanol 10% (°)(R)

Succ. overall migrations : 3rd migration in 10% ethanol (°)(R)

Règlement 10/2011/CE (et modifs) - NF
EN 1186

		CL20-04999.001		
		WHITE PLASTIC _ INTERNAL COOL BOX AND LID		
	Limites <i>Limits</i>	Résultats <i>Results</i>		
Méthode <i>Method</i>		1186-3_Immersion (A)		
Durée de la Migration <i>Migration time</i>		10j (x3)		
Température de Migration <i>Migration Temperature</i>		40 °C		
Résultat final : Essai 1 <i>Final result : Test 1</i>		4,7 mg/dm ²		
Résultat final : Essai 2 <i>Final result : Test 2</i>		4,1 mg/dm ²		
Résultat final : Essai 3 <i>Final result : Test 3</i>		1,7 mg/dm ²		
Résultat moyen de 3ème migration successive <i>Average result from 3rd successive migration</i>	< 10mg/dm ²	3,5 mg/dm ²		
Conclusion <i>Conclusion</i>		Conforme <i>Pass</i>		

NOTE 1 :

Notre conclusion "**Conforme** **", quant aux tests de migration globale, tient compte des tolérances analytiques réglementaires telles,

Our "**Pass** **" conclusion, about overall migration tests, takes into account the standardized analytical tolerances as,

10 mg/dm² avec une tolérance de 2 mg/dm² pour les simulants aqueux ou 3 mg/dm² pour les simulants gras

10 mg/dm² with 2 mg/dm² tolerance for aqueous simulants or 3 mg/dm² for fatty food simulants

60 mg/kg avec une tolérance de 12 mg/kg pour les simulants aqueux ou 20 mg/kg pour les simulants gras

60 mg/kg with 12 mg/kg tolerance for aqueous simulants or 20 mg/kg for fatty food simulants

NOTE 2 :

L'aptitude au contact alimentaire est établie sous réserve du respect des listes de substances autorisées, à savoir leurs utilisations et leurs spécifications et/ou restrictions le cas échéant, par des réglementations Européennes existantes et celles nationales appliquées pour la fabrication des matériaux au contact.

Food contact compliance is declared subject to European and National authorised substances list respect, i.e. use and specifications and/or limitations for foodcontact materials manufacturing.

The accreditation by the Cofrac attests only the competence of the Laboratories for the tests covered by the accreditation. They are identified by the symbol (*). Some analyses reported in this document are not covered by the COFRAC accreditation.

(1) Test subcontracted in a SGS Laboratory. (2) Test subcontracted in a partner laboratory outside SGS group.

This document is issued by the Company under its General Conditions of Service available on request and accessible at http://www.sgs.com/terms_and_conditions.htm. Attention is drawn to the limitation of liability, indemnification and jurisdiction issues defined therein.

Any holder of this document is advised that information contained hereon reflects the Company's findings at the time of its intervention only and within the limits of Client's instructions, if any. The Company's sole responsibility is to its Client and this document does not exonerate parties to a transaction from exercising all their rights and obligations under the transaction documents.

Any unauthorized alteration, forgery or falsification of the content or appearance of this document is unlawful and offenders may be prosecuted to the fullest extent of the law.

Unless otherwise stated the results shown in this test report refer only to the sample(s) tested and such sample(s) are retained for 30 days only. This document shall not be reproduced, except in full, without prior written approval of the Company. It includes 6 page(s).

Rapport d'essais *Test report*

Migration spécifique de phtalates

Specific migration of some phthalates

selon EN 13130-1 (1 essai \1 simulant)

+Règlement 10/2011/CE (modifs) -

Dosage GC/MS

		CL20-04999.001		
		WHITE PLASTIC _ INTERNAL COOL BOX AND LID		
	Limites <i>Limits</i>	Résultats <i>Results</i>		
Simulant <i>Simulant</i>		Ethanol 10%		
Durée de migration <i>Migration duration</i>		10j		
Température de migration <i>Migration temperature</i>		40 °C		
Volume simulant <i>Simulant volume</i>		100 ml		
Surface matériau <i>Material surface</i>		0,6 dm²		
Diallyle phtalate migration <i>Diallyl phtalate migration</i>	< 0,01 mg/kg	<0,01 mg/kg		
Dibutyl phtalate migration <i>Dibutyl phtalate migration</i>	< 0,3 mg/kg	<0,1 mg/kg		
Benzyle butyle migration <i>Benzyl butyl phtalate migration</i>	< 30 mg/kg	<0,1 mg/kg		
Di-2-éthyl-hexyle migration <i>Bis-(2-ethylhexyl) phtalate migration</i>	< 1,5 mg/kg	<0,1 mg/kg		
Diisononyl et diisodécyle migrations <i>Diisononyl + diisodecyl phtalates migration</i>	< 9 mg/kg	<0,8 mg/kg		
Conclusion <i>Conclusion</i>		Conforme <i>Pass</i>		

*** Fin du rapport ***

*** End of Report ***

The accreditation by the Cofrac attests only the competence of the Laboratories for the tests covered by the accreditation. They are identified by the symbol (*). Some analyses reported in this document are not covered by the COFRAC accreditation.

(1) Test subcontracted in a SGS Laboratory. (2) Test subcontracted in a partner laboratory outside SGS group.

This document is issued by the Company under its General Conditions of Service available on request and accessible at http://www.sgs.com/terms_and_conditions.htm. Attention is drawn to the limitation of liability, indemnification and jurisdiction issues defined therein.

Any holder of this document is advised that information contained hereon reflects the Company's findings at the time of its intervention only and within the limits of Client's instructions, if any. The Company's sole responsibility is to its Client and this document does not exonerate parties to a transaction from exercising all their rights and obligations under the transaction documents.

Any unauthorized alteration, forgery or falsification of the content or appearance of this document is unlawful and offenders may be prosecuted to the fullest extent of the law.

Unless otherwise stated the results shown in this test report refer only to the sample(s) tested and such sample(s) are retained for 30 days only. This document shall not be reproduced, except in full, without prior written approval of the Company. It includes 6 page(s).

Test Report No.: 180119273a 001

Page 1 of 10

Client: Text removed by K.I.**Buyer's name:** n.a.**Manufacturer's name:** Text removed by K.I.**Identification / Model No(s):** Thermoelectric Cooler & Warmer
WA-240N-312, WA-240N-101, WA-240N-201, WA-240N-202, WA-240N-211, WA-240N-212, WA-240N-301, WA-240N-302, WA-240N-311, WA-240N-311A**Sample Receiving date:** 2020-01-17**Testing Period:** 2020-01-19 to 2020-02-21**Test specification:**

Performed parameter(s) for the compliance with the following regulations concerning materials in contact with foodstuff:

- German §31 LFGB (Lebensmittel-, Bedarfsgegenstände- und Futtermittelgesetzbuch)

Test conclusion:

PASS

Other Information:

Not available

Sample Photo

(For detailed sample picture please refer to last page)

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

2020-03-05

Date

Cherry Yan / Senior Project Engineer

Name / Position

*Test result is drawn according to the kind and extent of tests performed.**This test report relates to the a. m. 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.*

Test Report No.: 180119273a 001

Page 2 of 10

Indication: Food contact**Product:** Commodity, contact with foodstuff
§ 2 (6) No. 1, German Food, Commodities and Animal Feed Code of Law (LFGB)**Description of test specimen****Item**

1 Thermoelectric Cooler & Warmer

1. Material List:

Sample No.	Material	Color	Location
1	Whole product	multi	Refer to photo
1A	PP	White	Refer to photo
1B	PP	White	Refer to photo

2. Overall Results:

Test No.	Tested Item	Conclusion
1	Sensorial examination	PASS
2	Global Migration	PASS
3	Specific Migration of metals, Metal-release from Plastic	PASS
4	Specific Migration of Polycyclic Aromatic Hydrocarbons (PAHs) from plastic	PASS

3. Results

3.1 Sensorial examination

Test method: It is examined to the extent of food simulant being used, which comes into contact with the product, undergoes detectable changes in taste and smell.

For this purpose, the food simulant was stored in the product under the below mentioned time and temperature. Afterwards, the food simulant was examined by an appropriate number of tasters with regard to any divergence in smell and taste. Another test sample, which was used as a reference, was treated by the same way except that it had no contact with the product to be tested.

Before testing, the product had been cleaned according to the product's instruction manual or in the absence of such manual, by normal household cleaning.

The test is carried out on the basis of DIN 10955:2004 by paired comparison test:

Evaluation scheme:	0 =	No discernible deviation
	1 =	Barely discernible deviation
	2 =	Weak deviation
	3 =	Clear deviation
	4 =	Strong deviation
	Limit:	3 (failed)

The following food simulants and conditions were applied:

Food simulant	Test duration / Temperature
Water	10 day(s) / 20 °C

Test No.:	1
Sample No.:	1A
Parameter:	Result
Transfer of Smell:	0
Transfer of Taste:	0

Test No.:	1
Sample No.:	1B
Parameter:	Result
Transfer of Smell:	0
Transfer of Taste:	0

Test Report No.: 180119273a 001

Page 5 of 10

3.2 Global Migration

Test method: The migratory behaviour is examined with reference to Chapter V, Article 18 of Commission Regulation 10/2011 and its amendments. Deviating to the regulations the following tests were performed as orientating single tests.

Limit: Commission Regulation (EU) No 10/2011 and its amendments

The following food simulants and conditions were applied:

Food simulant	Test duration / Temperature
Acetic acid 3 %	10 day(s) / 20 °C
Ethanol 95 %	10 day(s) / 20 °C
Isooctane	1 day(s) / 20 °C

Test No.:	1		
Sample No.:	1A		
Migration ratio:	167 ml / 1.0 dm ²		
Parameter	Unit	Result	Limit
Acetic acid 3 %	mg/dm ²	<2	10
Ethanol 95 %	mg/dm ²	<2	10
Isooctane	mg/dm ²	3.93	10

Test No.:	1		
Sample No.:	1B		
Migration ratio:	167 ml / 1.0 dm ²		
Parameter	Unit	Result	Limit
Acetic acid 3 %	mg/dm ²	<2	10
Ethanol 95 %	mg/dm ²	<2	10

Results 3rd Migration:

Test No.:	1		
Sample No.:	1B		
Migration ratio:	167 ml / 1.0 dm ²		
Parameter	Unit	Result	Limit
Isooctane	mg/dm ²	<2	10

Abbreviations:

Test Report No.: 180119273a 001

Page 6 of 10

mg/dm² = Milligram per square decimetre

< = Less than

Remark:

*1 Acc. to DIN EN 1186-1 the following analytical tolerances have been observed:

- 3 mg/dm² in migration tests using rectified olive oil or substitutes,
- 1 mg/dm² in migration tests using aqueous simulants

A material or article that exceeds the overall migration limit by an amount not greater than the analytical tolerance mentioned above should therefore be deemed to be in compliance with the overall migration limit.

3.3 Specific Migration of metals, Metal-release from Plastic

Test method: The migratory behaviour is examined with reference to Chapter V, Article 18 of Commission Regulation 10/2011 and its amendments. The determination of amounts of metals that were released is done via ICP-MS.

Limit: Commission Regulation (EU) No 10/2011 and its amendments

The following food simulant and condition was applied:

Food simulant	Test duration / Temperature
Acetic acid 3 %	10 day(s) / 20 °C

Test No.:	1		
Sample No.:	1A		
Migration ratio	167 ml / 1.0 dm ²		
Parameter	Unit	Result	Limit
Barium	mg/kg	< 0.1	1
Cobalt	mg/kg	< 0.01	0.05
Copper	mg/kg	< 0.1	5
Iron	mg/kg	< 1.0	48
Lithium	mg/kg	< 0.1	0.6
Manganese	mg/kg	< 0.1	0.6
Zinc	mg/kg	< 1.0	5
Aluminium	mg/kg	< 0.1	1
Nickel	mg/kg	< 0.01	0.02

Test No.:	1		
Sample No.:	1B		
Migration ratio	167 ml / 1.0 dm ²		
Parameter	Unit	Result	Limit
Barium	mg/kg	< 0.1	1
Cobalt	mg/kg	< 0.01	0.05
Copper	mg/kg	< 0.1	5
Iron	mg/kg	< 1.0	48
Lithium	mg/kg	< 0.1	0.6
Manganese	mg/kg	< 0.1	0.6
Zinc	mg/kg	< 1.0	5
Aluminium	mg/kg	< 0.1	1

Test Report No.: 180119273a 001

Page 8 of 10

Nickel	mg/kg	< 0.01	0.02
--------	-------	--------	------

Abbreviations:

mg/kg = Milligram per kilogram

< = Less than

Test Report No.: 180119273a 001

Page 9 of 10

3.4 Specific Migration of Polycyclic Aromatic Hydrocarbons (PAHs) from plastic

Test method: The migratory behaviour is examined with reference to Chapter V, Article 18 of Commission Regulation 10/2011 and its amendments. Presence of PAHs is detected by means of GC-MS.

Limit: Please refer to remark 1

The following food simulant and condition was applied:

Food simulant	Test duration / Temperature
Isooctane	1 day(s) / 20 °C

Test No.:	1		
Sample No.:	1A		
Migration ratio	167 ml / 1.0 dm ²		
Parameter	Unit	Result	Limit
Sum of 18 PAHs	mg/kg	n.d	n.d. (<0.01)

Test No.:	1		
Sample No.:	1B		
Migration ratio	167 ml / 1.0 dm ²		
Parameter	Unit	Result	Limit
Sum of 18 PAHs	mg/kg	n.d	n.d. (<0.01)

Abbreviations:

n.d. = Not detected

mg/kg = Milligram per kilogram

< = Less than

Remark:

- *1 Polycyclic aromatic hydrocarbons (PAHs) are not listed substances for the production of plastic materials acc. to Regulation (EU) No. 10/2011, Annex I. A threshold of detection <0.01 mg/kg should be met.

Test Report No.: 180119273a 001

Page 10 of 10

4. Sample picture(s):



Sample 1

- 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 ("GTCS") is made between the client and/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 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 if 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 GTCS 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 requested services.

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

3.3 If the contract provides for an extension of the contract term, the contract term will be extended by the term provided for in the contract unless terminated in writing by either party with a six-week 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.

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

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 its upstream and/or downstream processes, or organisations, use and application in accordance with regulations, nor of the systems on which the installation is based. In particular, TÜV Rheinland shall assume no responsibility for the construction, selection of materials 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 checking of the safety programmes or safety regulations on which the inspectors 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 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 with third parties with the services of TÜV Rheinland, as well as making available of and justifying confidence in the work results (test reports, test results, expert reports, etc.) is not part of the agreed services. This also applies if the client passes on work results - in full or in extracts - to third parties in accordance with clause 11.4.

5. Performance periods/dates

5.1 The contractually agreed periods 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 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 on 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 regulations, transport obstacles, etc., TÜV Rheinland is entitled to postpone performance for a reasonable period of time which corresponds at least to the duration of the hindrance plus any time period which may be required to resume performance.

6. The client's obligation to cooperate

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 behaviors or is not included in the list of Enterprises with Serious Breach of the People's Republic of China.

If the client breaches the aforesaid representations and warranties, TÜV Rheinland is entitled to i) immediately terminate the contract and/or without prior notice; and ii) withdraw the issued testing report/certificates if any.

6.3 The client shall bear any additional cost incurred on account of work having to be redone 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 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 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 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 shorter term 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 performance of the contract.

8.5 The provisions set forth in article 8.4 shall also apply in cases involving returned certificates, cessation of payment, commencement of insolvency proceedings against the client's assets or 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.

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 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 If the client is 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), 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 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.

10. Confidentiality

10.1 For the purpose of these terms and conditions, "confidential information" means all information, documents, images, drawings, know-how, data, samples and project documentation which one party (the "disclosing party") hands over, transfers or otherwise discloses to the other party (the "receiving party"), and the confidential information created during performance of work by TÜV Rheinland, including product testing data, defects, conformity to the technical standard and related reports. Confidential information also includes paper copies and electronic copies of such information. Confidential information is expressly not data and know-how collected, compiled or otherwise obtained by TÜV Rheinland (non-personal) 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's services.

10.2 The disclosing party shall mark all confidential information disclosed in written form as confidential before passing it on to 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 confidentiality obligations hereunder towards such information.

10.3 All confidential information which the disclosing party transmits or otherwise discloses to the receiving party and which creates 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. 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 have 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 never with a lesser level of confidentiality than that which is reasonably required.

10.4 The receiving party may disclose any confidential information received on the disclosing party only to those of its employees who need this information to perform the services required for the contract. The receiving party undertakes to oblige these employees to observe the same level of secrecy as set forth in this confidentiality clause.

10.5 Information for which the receiving party can furnish proof that:

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

b) it was disclosed to the receiving party by a third party entitled to 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 hereby agrees to immediately i) return all confidential information, including all copies, to the disclosing party, and/or 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 the latest and without special request after termination or expiry of the contract. This does not extend to include reports and certificates prepared for the client solely for the purpose of fulfilling the obligations under the contract which shall remain with the client. However, TÜV Rheinland is entitled to make file copies of such reports, certificates and confidential information that forms the basis for preparing these reports and certificates in order to evidence the correctness of its results and/or general documentation purposes required by laws, regulations and the requirements of working procedures of TÜV Rheinland.

10.7 From the start of the contract and for a period of three years after termination or expiry of the contract, the receiving party shall maintain strict secrecy of all confidential information and shall not disclose this information to any third party or use it for itself.

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 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 ("right 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 such reports, 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 generated work results required in clause 11.2 of the GTCS 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 undistorted. 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 for any further use of the work results beyond the scope regulated in clause 11.2 needs the prior written approval of TÜV Rheinland in each individual case.

11.6 TÜV Rheinland may revoke a once given approval according to clause 11.5 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 identification 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 contractor annually recurring service, the agreed annual fee; (iii) in the case of a contract expressly charged a time and material basis, a maximum of 20,000 Euro or equivalent amount in local currency; and (iv) in the case of a framework agreement that provides for the possibility of placing individual orders, three

times of the fee for the individual order under 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 2.5 Million Euro or equivalent amount in local currency, the total and accumulated liability of TÜV Rheinland shall be only limited to and shall not exceed the said 2.5 Million Euro or equivalent amount in local currency.

12.2 The limitation of liability according to article 12.1 above shall not apply to damages and/or losses caused by 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 minor negligence is involved. For this purpose, a "fundamental breach" is breach of a material contractual obligation, the performance of which permits the due performance of the contract. Any claim for damages for a fundamental breach 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 foregoing provision, the client shall indemnify TÜV Rheinland against any claims made by third parties arising from or in connection with such personnel's acts.

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 foreign trade regulations or embargos and/or sanctions. In the event of such obstacles, TÜV Rheinland is not obliged to perform, and shall, with immediate effect and the client shall compensate for the losses incurred thereby to TÜV Rheinland.

14. Data protection notice

TÜV Rheinland processes personal data of the client for the purpose of fulfilling this contract. In addition, TÜV Rheinland also processes the data for other legal purposes in accordance with the relevant legal basis. The personal data of the client will only be disclosed to other natural or legal persons if the legal requirements are met. This also applies to transfers to third countries. 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 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 request their consent 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 or contract processor, please refer to the respective data protection information. You can contact the Group Data Protection Officer of TÜV Rheinland by e-mail at datenschutz@tuev.com or by post at the following address: TÜV Rheinland AG, c/o Group Data Protection Officer, Am Grauen Stein, 51105 Cologne, Germany.

15. Test material: transport risk and storage

15.1 The risk and costs for freight and transport of documents or test material to and from TÜV Rheinland as well as the costs of necessary disposal measures shall be borne by the client.

15.2 Any destroyed and otherwise worthless test material will be disposed of by TÜV Rheinland for the client at the expense of the client unless otherwise agreed.

15.3 Undamaged test material shall be stored by TÜV Rheinland for four (4) weeks after completion of the test. If a longer storage period is desired, TÜV Rheinland charges an appropriate storage fee.

15.4 After the expiry of the 4 weeks or any longer period agreed upon, the test material will be disposed of by TÜV Rheinland for the client for a fee in accordance with clause 15.2.

16. Termination of the contract

16.1 Notwithstanding clause 3.3 of the GTCS, TÜV Rheinland and the client are entitled to terminate the contract in the event of a breach of services combined in the contract, each of the combined parts of the contract individually and independently of the continuation of the remaining services with six (6) months' notice to the end of the contractually agreed term.

16.2 For good causes, TÜV Rheinland may consider giving a 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 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 termination with written notice by TÜV Rheinland for good cause, TÜV Rheinland shall be entitled to a lump-sum claim for damages against the client if the conditions of a claim for damages exist. In this case, the client shall owe 15% of the remuneration to be paid until the end of the fixed contract term as lump-sum compensation. The client reserves the right to prove that there is no damage or a considerably lower damage. TÜV Rheinland reserves the right to prove a considerably higher damage in individual cases.

16.4 TÜV Rheinland is also entitled to terminate the contract with written notice if the client has not been able to make entry of use of the time windows for auditing service provision provided by TÜV Rheinland within the scope of a certification procedure and the certificate therefore has to be withdrawn (for example during the performance of monitoring audits). Clause 16.3 applies accordingly.

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

17.1 All amendments and supplements must be in writing in order to be effective. This also applies to amendments and supplements to this clause 17.

17.2 Should one or several of the provisions 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.

17.3 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.

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

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 submitted:

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) to be settled by arbitration under the Arbitration Rules of CIETAC in force when the arbitration is submitted. The arbitration shall take place in Beijing, Shanghai, Shenzhen or Chongqing as appropriately chosen by the claiming party.

b) in the case of TÜV Rheinland in question being legally registered and existing in Taiwan, to Chinese Arbitration Association Taipei Branch 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 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.

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.
- May 2019