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Client: CHANGZHOU HENGYUAN CULTURE AND EDUCATION
TECHNOLOGY CO. LTD

Contact Information: No.6 west Wei Road, Weixing Village, Jingkai District, Changzhou city,
Jiangsu Province

Test item(s): Raw material

**Identification/
Model No(s):** Multi-functional color lead core

Sample obtaining method: Sending by customer

Condition at delivery: Test item complete and undamaged.

Sample Receiving date: 2022-07-15

Testing Period: 2022-07-15 to 2022-07-19

Place of testing:

Test Specification:

1. MSDS for the sample based on submitted composition^

Test result:

Please refer to result
page

Other information:

^ The test was subcontracted to other labs.

For and on behalf of
TÜV Rheinland (Shanghai) Co., Ltd.



2022-07-19

Neo Yang / Project Manager

Date

Name/Position

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

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

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

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SECTION 1: Identification of the substance/mixture and of the company/undertaking**• 1.1 Product identifier****• Trade name:**Multi-functional color lead core**• Registration number:**

No available data.

• UFI number:

No available data.

• Other means of identification:

No available data.

• 1.2 Relevant identified uses of the substance or mixture and uses advised against on**• Application of the substance/ mixture:**

Consumer uses, drawing.

• Uses advised against:

No available data.

• Reason why uses advised against:

No available data.

• 1.3 Details of the supplier of the safety data sheet**• Manufacturer/Supplier:**

Changzhou Hengyuan Culture and Education Technology Co., LTD

No.6 west Wei Road, Weixing Village, Jingkai District, Changzhou city, Jiangsu Province

Post code: 213025

Tel: +86 13961296949

Email: 280466800@qq.com

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National contact: Yinghua. Yang

• Only Representative/other EU contact point:

No information available.

• Further information obtainable from:

Changzhou Hengyuan Culture and Education Technology Co., LTD

• 1.4 Emergency telephone number

Tel: +86 13961296949

(Only available during the following office hours 9 a.m-5 p.m, Beijing time, for Chinese service only)

SECTION 2: Hazards identification**• 2.1 Classification of the substance or mixture****• 2.1.1 Classification according to regulation (EC) 1272/2008:**

The product is not classified according to CLP Regulation.

Regulation (EC) No 1272/2008 [CLP]	Classification procedure
Not applicable	Not applicable

• 2.2 Label elements**• Labeling according to Regulation (EC) No 1272/2008:**

The product is not labelled according to CLP Regulation.

• Hazard pictograms:

Not applicable

• Signal word:

Not applicable

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• Hazard-determining components of labelling:

Not applicable

• Hazard statements:

Not applicable

• Precautionary statement:

Not applicable

• Supplemental label elements:

Not applicable

• 2.3 Other hazards
None of the ingredients ($\geq 0.1\%$) meets the criteria for PBT/vPvB in accordance with Annex XIII.None of the ingredients ($\geq 0.1\%$) is identified as having endocrine disrupting properties according to Regulation (EU) 2017/2100.

SECTION 3: Composition/information on ingredients

• 3.1 Substance

Not applicable

• 3.2 Mixtures
• Description of the mixture:

Multi-functional color lead core.

Ingredients:

Substance	CAS No.	Index No.	EC No.	w/w, %	CLP Classification	SCL/M-factor/ATE
Kaolin	1332-58-7	-	310-194-1	23.5	None	-
Stearic acid	57-11-4	-	200-313-4	20	None	-
Sodium aliphataate	61790-25-8	-	263-117-8	20		
Paraffin wax	8002-74-2	-	232-315-6	15	None	-

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Lithopone	1345-05-7	-	215-715-5	5	Acute Tox. 4, H302 Acute Tox. 4, H332	ATE (oral)=500 mg/kg ATE (inhal.)=1.5 mg/l (dust)
Light fast yellow 10G	2512-29-0	-	219-730-8	3	None	-
Pigment Red 254	84632-65-5	-	-	3	None	-
Phthalocyanine blue	147-14-8	-	205-685-1	3	None	-
Fast violet	6358-30-1	-	228-767-9	3	None	-
Carbon black	1333-86-4	-	215-609-9	3	None	-
Carboxymethyl cellulose CMC	9004-32-4	-	-	1.5	None	-

For full text of H-statements, see SECTION 16.

SECTION 4: First aid measures

· 4.1 Description of first aid measures

General advice:

No special medical attention required.

After inhalation:

Supply with fresh air.

Get medical attention if you feel unwell.

After skin contact:

No special measures required normally.

If there are signs of irritation or other symptoms seek medical attention.

After eye contact:

Rinse cautiously with water.

If eye irritation occurs: Get medical advice/attention.

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Rinse mouth.

Call a POISON CENTER/doctor if you feel unwell.

• 4.2 Most important symptoms and effects, both acute and delayed:

No known symptoms or effects.

• 4.3 Indication of any immediate medical attention and special treatment needed:

No special immediate medical attention or special treatment needed.

SECTION 5: Fire-fighting measures**• 5.1 Extinguishing media****• Suitable extinguishing agents:**Use CO₂, chemical powder, water spray or alcohol resistant foam to extinguish.**• Unsuitable extinguishing media:**

Water with full jet.

• 5.2 Special hazards arising from the substance or mixture:

No further relevant information available.

• 5.3 Advice for firefighters**Protective equipment:**

Wear self-contained breathing apparatus for firefighting.

SECTION 6: Accidental release measures**• 6.1 Personal precautions, protective equipment and emergency procedures****• 6.1.1 For non-emergency personnel**

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Wear eye protective and respiration protection.

Emergency procedures:

Avoid breathing dust.

Avoid contact with eyes.

• 6.1.2 For emergency responders**Personal protective equipment:**

Wear protective gloves and respiration protection.

• 6.2 Environmental precautions:

Prevent further leakage or spillage if safe to do so.

Prevent spillage from entering drains, sewer, basement or confined areas.

If the spillage contaminates rivers, lakes or drains inform respective authorities.

• 6.3 Methods and material for containment and cleaning up:

Pick up and arrange disposal without creating dust.

Dispose contaminated material as waste according to section 13.

• 6.4 Reference to other sections:

See section 7 for information on safe handling.

See section 8 for information on personal protection equipment.

See section 13 for disposal information.

SECTION 7: Handling and storage**• 7.1 Precautions for safe handling:**

Ensure adequate ventilation at workplace.

Wear eye protective and dust mask.

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Country	Limit value - Eight hours	Limit value - Short term
1332-58-7 Kaolin		
Belgium	2 mg/m ³	-
Denmark	2 mg/m ³ respirable aerosol	4 mg/m ³ respirable aerosol
Finland	2 mg/m ³ Respirable fraction	-
France	10 mg/m ³ respirable aerosol	-
Ireland	2 mg/m ³	-
United Kingdom	2 mg/m ³ respirable aerosol	-
8002-74-2 Paraffin wax		
Belgium	2 mg/m ³	-
Denmark	2 mg/m ³	4 mg/m ³
Finland	1 mg/m ³	-
France	2 mg/m ³	-
Ireland	2 mg/m ³	6 mg/m ³ 15 minutes reference period
Poland	2 mg/m ³	-
Romania	2 mg/m ³	6 mg/m ³ 15 minutes average value
Spain	2 mg/m ³	-
United Kingdom	2 mg/m ³	6 mg/m ³
1333-86-4 Carbon black		
Belgium	3 mg/m ³	-
Denmark	3.5 mg/m ³	7.0 mg/m ³
Finland	3.5 mg/m ³	7 mg/m ³ 15 minutes average value
France	3.5 mg/m ³	-
Ireland	3 mg/m ³ Inhalable fraction	-
Poland	4 mg/m ³ Inhalable fraction	-
TÜV Rheinland (Shanghai) Co., Ltd., Shanghai TÜV Rheinland Building, No. 177, Lane 777, West Guangzhong Road, Jing'an District, Shanghai, 200072, P.R.China Tel: +86 21 6108 1188 Fax: +86 21 6108 1099 Mail: service-gc@tuv.com Web: www.tuv.com		
Sweden	3 mg/m ³	-
United Kingdom	2.5 mg/m ³	7 mg/m ³

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SECTION 9: Physical and chemical properties

9.1 Information on basic physical and chemical properties

• Physical state	Solid
• Color	Red, Orange, Cambridge blue, Yellow, Dark green, Olivine, Blue, Violet blue, Brown, Black
• Odor & Odor threshold	Odorless
• Melting point/freezing point (or softening point/range)	Not determined
• Boiling point or initial boiling point and boiling range	341°C (Paraffin wax)
• Flammability	Not flammable solid
• Lower and upper explosion limit	Not applicable
• Flash point	317°C (Paraffin wax)
• Auto-ignition temperature	Not applicable
• Decomposition temperature	Not determined
• pH	Not determined, this product is insoluble in water.
• Kinematic viscosity (mm ² /s)	Not applicable
• Solubility	Insoluble in water
• Partition coefficient n-octanol/water (log value)	Not determined
• Vapor pressure	Not determined
• Density and/or relative density	Not determined
• Relative vapor density	Not applicable
• Particle characteristics	Not determined
9.2 Other information	
9.2.1 Information with regard to physical hazard classes:	
• Explosives	Not applicable

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• <i>Flammable gases</i>	Not applicable
• <i>Aerosols</i>	Not applicable
• <i>Oxidising gases</i>	Not applicable
• <i>Gases under pressure</i>	Not applicable
• <i>Flammable liquids</i>	Not applicable
• <i>Flammable solids</i>	Not determined
• <i>Self-reactive substances and mixtures</i>	Not applicable
• <i>Pyrophoric liquids</i>	Not applicable
• <i>Pyrophoric solids</i>	Not applicable
• <i>Self-heating substances and mixtures</i>	Not applicable
• <i>Substances and mixtures, which emit flammable gases in contact with water</i>	Not applicable
• <i>Oxidizing liquids</i>	Not applicable
• <i>Oxidizing solids</i>	Not applicable
• <i>Organic peroxides</i>	Not applicable
• <i>Corrosive to metals</i>	Not applicable
• <i>Desensitised explosives</i>	Not applicable
• 9.2.2 Other safety characteristics	
• <i>Mechanical sensitivity</i>	Not applicable
• <i>Self-accelerating polymerisation temperature</i>	Not applicable
• <i>Formation of explosible dust/air mixtures</i>	Not applicable
• <i>Acid/alkaline reserve</i>	Not applicable
• <i>Evaporation rate</i>	Not applicable
• <i>Miscibility</i>	Not determined
• <i>Conductivity</i>	Not applicable

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• Corrosiveness	Not determined
• Gas group	Not applicable
• Redox potential	Not applicable
• Radical formation potential	Not applicable
• Photocatalytic properties	Not applicable
• Other physical and chemical parameters	Not determined

SECTION 10: Stability and reactivity

• 10.1 Reactivity:

The product is no-reactive under normal conditions of use, storage and transport.

• 10.2 Chemical stability:

Under storage at normal ambient temperatures, the product is stable.

• 10.3 Possibility of hazardous reactions:

No known hazardous reaction.

• 10.4 Conditions to avoid:

High temperature above 43°C.

• 10.5 Incompatible materials:

Strong oxidizing agent and flammable substance.

• 10.6 Hazardous decomposition products:

Does not decompose when used for intended uses.

SECTION 11: Toxicological information

• 11.1 Information on toxicological effects

• Acute toxicity:

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*Based on available data, the classification criteria are not met.***LD50/LC50 values relevant for classification:**

1333-86-4 Carbon black

Rabbit	LD50-skin	>3000mg/kg
Rat	LD50-oral	>15400mg/kg

*Remark: All the above data are from literature.***• Skin corrosion/irritation:***Based on available data, the classification criteria are not met.***• Serious eyes damage/ irritation:***Based on available data, the classification criteria are not met.***• Respiratory or skin sensitization:***Based on available data, the classification criteria are not met.***• Germ cell mutagenicity:***Based on available data, the classification criteria are not met.***• Carcinogenicity:***Based on available data, the classification criteria are not met.***• Reproductive toxicity:***Based on available data, the classification criteria are not met.***• STOT-single exposure:***Based on available data, the classification criteria are not met.***• STOT-repeated exposure:***Based on available data, the classification criteria are not met.***• Aspiration hazard:**

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Based on available data, the classification criteria are not met.

11.2 Information on other hazards**11.2.1 Endocrine disrupting properties:**

None of the ingredients ($\geq 0.1\%$) is considered to have endocrine-disrupting properties with respect to humans, as none of them meet the criteria set out in section A of Regulation (EU) No 2017/2100.

11.2.2 Other information:

No known other relevant information on adverse health effects.

SECTION 12: Ecological information**• 12.1 Toxicity:****LC50/EC50/NOEC values relevant for classification:**

1333-86-4 Carbon black

Short-term toxicity to fish

LC50 (4 days) 1 - 10 g/L

NOEC (4 days) 1 - 10 g/L

Short-term toxicity to aquatic invertebrates

EC50 (24 h) 5.6 g/L

NOEC (24 h) 3.2 g/L

Toxicity to aquatic algae and cyanobacteria

EC50 (72 h) 10 g/L

NOEC (72 h) 10 g/L

Toxicity to microorganisms

EC50 (3 h) 800 - 1 000 mg/L

• 12.2 Persistence and degradability:

No available data.

• 12.3 Bio-accumulative potential:

No available data.

• 12.4 Mobility in soil:

No available data.

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• 12.5 Results of PBT and vPvB assessment:

This mixture does not contain any substances ($\geq 0.1\%$) that are assessed to be a PBT or a vPvB.

• 12.6 Endocrine disrupting properties:

None of the ingredients ($\geq 0.1\%$) is considered to have endocrine-disrupting properties with respect to non-target organisms, as none of them meet the criteria set out in section B of Regulation (EU) No 2017/2100.

• 12.7 Other adverse effects:

No known other adverse effects.

• 12.8 Additional ecological information**• General notes:**

WGK1 (German Regulation) (self-assessment): Low hazard to waters.

Do not allow large quantities of the product to reach ground water, water course or sewage system.

SECTION 13: Disposal consideration**• 13.1 Waste treatment methods****• Recommendation:**

Small quantities can be disposed together with household garbage.

Large quantities disposed must be in according to the local regulation.

• 13.2 Un-cleaned packaging**• Recommendation:**

Dispose of contents/container in according to the local/regional/national/ international regulation.

SECTION 14: Transport information

ADR/RID/ADN	<i>This product is not subject to ADR/RID/ADN.</i>
IATA-DGR	<i>This product is not subject to IATA-DGR.</i>

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IMO/IMDG

This product is not subject to IMO/IMDG code.

SECTION 15: Regulatory information• **15.1 Safety, health and environmental regulations/legislation specific for the substance or mixture**• **MAK (German Maximum Workplace Concentration):**

1332-58-7	Kaolin	3
1333-86-4	Carbon black	3

• **Directive 2012/18/EU**• **Named dangerous substances-ANNEX I:**

None of the ingredients is listed.

• **Seveso category:**

Not applicable

• **Qualifying quantity (tonnes) for the application of lower-tier requirements:**

Not applicable

• **Qualifying quantity (tonnes) for the application of upper-tier requirements:**

Not applicable

• **National regulations.**• **Water hazard class:**

WGK1 (German Regulation) (self-assessment): Low hazard to waters.

• **Other regulations, limitations and prohibitive regulations**• **SVHC Candidate list of REACH Regulation Annex XIV Authorization:**

None of the ingredients is listed.

• **REACH Regulation Annex XVII Restriction:**

None of the ingredients is listed.

• **REACH Regulation Annex XIV Authorization List:**

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End of safety data sheet

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

1. **Scope**
- 1.1 These General Terms and Conditions of Business of TÜV Rheinland in Greater China ("GTBCB") are made between the client and one or more member entities of TÜV Rheinland in Greater China as applicable as the case may be ("TÜV Rheinland"). The Greater China hereof refers to Mainland China, Hong Kong and Taiwan. The client hereof includes:
- (i) a natural person capable to form legally binding contracts under the applicable laws who concludes the contract not for the purpose of a data subject, but for the purpose of a data subject
- (ii) the incorporated or unincorporated entity duly organized, validly existing and capable to form legally binding contracts under the applicable law
- 1.2 The following terms and conditions apply to agreed services including consultancy services, information, deliveries and similar services as well as ancillary services and other secondary obligations provided within the scope of contract performance.
- 1.3 Any standard terms and conditions of the client of any nature shall not apply and shall hereby be expressly excluded. If the client accepts the 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 GTBCB shall also apply to future contracts with the client without TÜV Rheinland having to notify 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 three-month notice prior to the end of the contractual term.
4. **Scope of services**
- 4.1 The scope and type of the services to be provided by TÜV Rheinland shall be specified in the contractually agreed service scope of TÜV Rheinland by both parties. If no such separate service scope of TÜV Rheinland exists, then the written confirmation of order by TÜV Rheinland shall be decisive for the services to be provided. Unless otherwise agreed, services beyond the scope of the service description (e.g. checking the correctness and functionality of parts, processes, installations, organizations not listed in the service description, as well as the intended use and application of such) are not included in the contract. No responsibility is assumed for the design, selection of materials, construction or intended use of an examined part, product, process or plant, unless this is expressly stated in the order.
- 4.2 The agreed services shall be performed in compliance with the regulations in force at the time the contract is entered into.
- 4.3 TÜV Rheinland is entitled to determine, in its sole discretion, the method and nature of the assessment and/or otherwise agreed in writing of 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/or order of either tested or examined parts nor of the installation as a whole and its upstream and/or downstream processes, organizations, use and application in accordance with regulations, nor of the systems on which the installation is based. In particular, TÜV Rheinland shall assume no responsibility for the construction or 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 or correctness of the service 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 additional remuneration for resulting additional expenses.
- 4.7 The services to be provided by TÜV Rheinland under the contract are agreed exclusively with the client. A contract of third parties with the services of TÜV Rheinland, as well as making available of and justifying 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 period/dates**
- 5.1 The contractually agreed period/dates of performance are based on estimates of the work involved which are prepared in line with the details provided by the client. They shall only be binding if being confirmed in writing by the client. In particular, the client shall confirm:
- (i) if binding periods of performance have been agreed, these periods shall not commence until the client has submitted all required documents to TÜV Rheinland.
- 5.2 Articles 5.1 to 5.4 also apply to the client's obligation to provide the client, to all extensions of agreed period/dates of performance not caused by TÜV Rheinland.
- 5.3 TÜV Rheinland is not responsible for a delay in performance, in particular if the client has not fulfilled his duties to cooperate in accordance with clause 6.1 or has not done so in time and, in particular, has not provided TÜV Rheinland with all documents and information required for the performance of the service as specified in the contract.
- 5.4 If the performance of TÜV Rheinland is delayed due to unforeseeable circumstances such as force majeure, strikes, business interruptions, governmental regulations, transport obstacles, etc., TÜV Rheinland is entitled to postpone performance for a reasonable period of time which corresponds at least to the duration of the hindrance plus any time period which may be required to resume performance.
- 5.6 If the client is obliged to comply with legal, officially prescribed and/or by the 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 in this respect unless TÜV Rheinland expressly agreed in writing specifically stating that ensuring the deadlines is the contractual obligation of TÜV Rheinland.
6. **The client's obligation to cooperate**
- 6.1 The client shall guarantee that all cooperation required on its part, its agents or third parties will be provided in good time and in accordance with the contract.
- 6.2 Design documents, supplies, auxiliary staff, etc. necessary for performance of the services shall be made available to the client by the client. Moreover, collaborative action of the client must be undertaken in accordance with legal provisions, standards, safety regulations and accident prevention instructions. And the client represents and warrants that:
- a) It has required statutory qualifications;
- b) The product, service or management system to be certified complies with applicable laws and regulations; and
- c) It doesn't have any illegal and dishonest behaviours or is not included in the list of Enterprises with Serious Illegal Dispute Cases as published 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.
- 6.3 Should the client default on 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.
- 6.5 The provisions forth with shall also apply to cases in which returned cheques, cessations 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.
- 6.6 Objections to the invoices of TÜV Rheinland shall be submitted in writing within two weeks of receipt of the invoice.
- 6.7 TÜV Rheinland shall be entitled to demand appropriate advance payments.
- 6.8 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.
- 6.9 Only legally established and undisputed claims may be offset against claims by TÜV Rheinland.
- 6.10 TÜV Rheinland shall have the right at all times to set off any amount due or payable by the client, including but not limited to set off against any fees paid by the client under any contracts, agreement and/or order/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 installment. The client shall be obliged to accept it immediately.
- 9.2 If acceptance is required or contractually agreed in an individual case, this shall be deemed to have taken place two (2) weeks after completion and handover of the work, unless the client refuses acceptance within this period stating at least one fundamental breach of contract by TÜV Rheinland.
- 9.3 The client is not entitled to refuse acceptance due to insignificant breach of contract by TÜV Rheinland.
- 9.4 If acceptance is excluded according to the nature of the work performance of TÜV Rheinland, the completion of the work shall take its place.
- 9.5 During the Follow-Audit stage, if the client was unable to make use of the time windows provided for within the scope of a certification procedure for auditing/performance by TÜV Rheinland and the certificate is therefore to be withdrawn (e.g. performance of surveillance audits), or if the contract 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 service is not called within one year after the order has been placed. The client reserves the right to prove that the TÜV Rheinland has incurred no damage whatsoever or only a considerably lower damage than the above mentioned lump sum.

Confidentiality

10. For the purpose of these terms and conditions, "confidential information" means all know-how, trade secrets, documents, images, drawings, expertise, information, data, test results, reports, samples, project documents, pricing and financial information, customer and supplier information, marketing techniques and materials, tangible or intangible, that are supplied, transferred or otherwise disclosed to one Party (the "disclosing party") to the other Party (the "receiving party"), in writing or orally, in printed or electronic format. Confidential information is expressly not the data and know-how collected, compiled or otherwise disclosed by TÜV Rheinland (non-personal and not proprietary to the client) within the scope of the provision of services by TÜV Rheinland. TÜV Rheinland is entitled to store, use, further develop and pass on the data obtained in connection with the provision of services for the purposes of developing new services, improving services and analysing the provision of services.10.2.
- 10.3 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 the working days of oral disclosure. Where the disclosing party fails to do so within the stipulated period, the receiving party shall not take any confidentiality obligations hereunder towards such information. The client shall avoid using any third party platform and/or system (e.g. WeChat) with the client (receiving party) to send any confidential information to TÜV Rheinland. 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 loss or damage due to the disclosure of confidential information to be caused by the adoption of any unauthorized confidential information sharing methods mentioned above, TÜV Rheinland shall be waived for any compensation liabilities.
- 10.4 All confidential information which is disclosed by the disclosing party 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 to a third party in writing or orally for legal or regulatory purposes requiring judicial court, accreditation bodies or third parties 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 never with a lesser level of confidentiality than that which is reasonably required.
- 10.5 The receiving party shall disclose any confidential information received from 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 and set forth the confidentiality of confidential information received from the disclosing party only to those of its employees who need this information to perform the services required for the contract. 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 The confidentiality obligation 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 to ensure that all confidential information, including all copies, is destroyed. The disclosing party shall maintain confidentiality of confidential information until 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 the property of 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 for general documentation purposes requiring 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 confidentiality of confidential information and shall not disclose this information to any third parties 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 and may not use them for any other contractual or non-contractual purpose.
- 11.3 The transfer of right of use of the generated work results required in clause 11.2 of the GTBCB is subject to full payment of the remuneration agreed in favour of TÜV Rheinland.
- 11.4 The client may use work results only completely and exclusively for the purposes only pass on the work results in full unless TÜV Rheinland has given its prior written consent to the partial passing on of work results.
- 11.5 Any publication or duplication of the work results for advertising purposes or any further use of the work results beyond the scope regulated in clause 11.2, and any quotation of the introduction of TÜV Rheinland need the prior written approval of TÜV Rheinland in each individual case. Besides, the client ensures that the aforementioned use shall comply with relevant applicable laws, regulations and relevant rules (including but not limited to specific applicable testing and certification rules, etc.).
- 11.6 TÜV Rheinland may revoke a once given approval according to clause 11.5 at any time without stating reasons. In this case, the client is obliged to stop the transfer of the work results immediately at his own expense and, as far as possible, to withdraw publications.
- 11.7 The consent of TÜV Rheinland to publication or use of confidential information does not entitle the client to use the corporate logo, corporate design or test/certification 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 fixed overall fee, three times the overall fee for the entire contract; (ii) in the case of a contract for an annually recurring services, the agreed annual fee; (iii) in the case of a contract expressly charged on a unit 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 acutious 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 foreseen 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 legislations or embargoes and/or sanctions. In the event of a violation, TÜV Rheinland shall be entitled to terminate the contract with immediate effect and the client shall compensate for the losses incurred thereof by TÜV Rheinland.
14. **Data protection notice**

15. **Retention of test material and documentation**
- 15.1 The test samples submitted by the client to TÜV Rheinland for testing will be scrapped following testing or will be returned to the client at the client's request. The client confirms that it has obtained the prior consent of the data subject, which entitles TÜV Rheinland to access, use, or process the personal data that the client collected or processed by itself and transferred to TÜV Rheinland. For certain data, the client may also process sensitive personal data. TÜV Rheinland will use and process the data in accordance with the relevant legal basis. If any personal data has to be disclosed or transferred to any third party or any overseas party outside of the district in which the personal data was collected, the client hereby confirms that it has obtained the prior consent of the data subject. TÜV Rheinland will carry out cross-border data transmission and protect the data in compliance with the privacy and personal data security related laws and regulations in China and the local country. TÜV Rheinland will take measures to avoid any leakage, abuse, manipulation, damage or unauthorized access of personal data. The personal data will be deleted immediately as soon as a corresponding reason for deletion arises. Data subjects may exercise the following rights: right of information, right of decision, right of rectification, right of deletion, right of processing limitation, right of objection, right of data transferability. In addition, persons concerned by the data processing have the right to revoke their consent at any time with effect for the future, as well as the right to file a complaint with the competent data protection supervisory authority. For further details on the processing of personal data by TÜV Rheinland as the person responsible 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 dataprotection@tuv.com or by post at the following address: TÜV Rheinland AG, c/o Group Data Protection Officer, Am Grauen Stein, 51105 Cologne, Germany.
- 15.2 Charges apply if the test samples are stored at the premises of TÜV Rheinland. The cost of placing a test sample into storage will be disclosed to the client in the quotation.
- 15.3 If reference samples or documentations are given to the client to be placed in storage at their premises, or reference samples or documentations must be made available to TÜV Rheinland upon request promptly and free of charge, if the client, in response to such a request, is incapable of making available the reference samples and/or documentation, any liability claims for material and pecuniary damage due to the client's failure to provide the respective test and certification that is brought forward by the client against TÜV Rheinland shall be voided.
- 15.4 The retention period for the documentation shall be 10 (ten) years after the expiry of the test mark certificate or until the applicable legal requirements for EUVE certificates of conformity and GS mark certificates.
- 15.5 The costs of the handover and dispatch of the test samples for storage on the client's premises are borne by the client. TÜV Rheinland will be liable for the loss of test samples or reference samples from the laboratories or warehouses of TÜV Rheinland only in case of gross negligence.

Termination of the contract

- 16.1 Notwithstanding clause 3.3 of the GTBCB, TÜV Rheinland and the client are entitled to terminate the contract in its entirety or, in the case of a contract consisting of one contract, each of the combined parts of the contract individually and independently of the continuation of the remaining services with six (6) months' notice to the end of the contractually agreed term. The notice period shall be shortened to six (6) weeks in case of TÜV Rheinland is prevented from performing the services due to a loss of its accreditation or its accreditation is notified.
- 16.2 For good causes, TÜV Rheinland may consider giving a written notice to the client to terminate the contract in its entirety or, in the case of a contract consisting of one contract, each of the combined parts of the contract individually and independently of the continuation of the remaining services with six (6) months' notice to the end of the contractually agreed term. The notice period shall be shortened to six (6) weeks in case of TÜV Rheinland is prevented from performing the services due to a loss of its accreditation or its accreditation is notified.
- 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 misuses the certificate or certificate mark or uses it in violation of the contract;
- c) in the event of several consecutive delays in payment (at least three times);
- d) a substantial deterioration of the financial circumstances of the client occurs and as a result the payment claims of TÜV Rheinland under the contract are considerably endangered and TÜV Rheinland cannot reasonably be expected to continue the contractual relationship;
- e) in the event of any serious misrepresentation, be it by intentional fraud or grossly negligent behavior of the managers, employees or agents of the client.
- 16.3 If TÜV Rheinland, for reasons beyond its control, is temporarily or finally not able or entitled to continue or finalize the performance of the service, e.g. in case of force majeure, government interference, sanctions, loss of accreditation or notification, or others, 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 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. **Force Majeure**
- 17.1 "Force Majeure" means the occurrence of an event or circumstance that prevents or impedes a Party from performing one or more of its contractual obligations under the contract, if and to the extent that the Party is not reasonably expected to prevent or avoid such event or circumstance and (b) that could not reasonably have been foreseen at the time of the conclusion of the contract; and (c) that the effects of the impediment could not reasonably have been avoided or overcome by the Party.
- 17.2 In the absence of proof to the contrary, the following events affecting a Party shall be presumed to fulfil conditions (a) and (b) under paragraph 1 of this Clause: (i) war (whether declared or not), hostilities, invasion, act of foreign aggression, extensive military mobilization, civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy; (ii) currency and trade restriction, embargo, sanction; (iv) act of authority whereby seizure or unlawful expropriation of property or assets occurs; (v) general or targeted seizure of works, requisition, nationalization; (vi) plague, epidemic, natural disaster or extreme natural disaster; (vii) explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system, power supply, labor disturbance, such as strike, boycott, strike and lock-out, go-slow, occupation of factories and premises.
- 17.3 The Party successfully invoking this Clause is relieved from its duty to perform its obligations under the contract and from any liability and/or compensation or from any other contractual remedy in the event of breach of contract, from the time at which the impediment causes inability to perform, provided that the notice thereof is given without delay. If notice thereof is not given without delay, the relief is effective from the time at which the notice thereof reaches the other Party. Where the effect of the impediment or event invoked is temporary, the above consequences shall apply only as long as the impediment invoked impedes performance by the affected Party. Where the duration of the impediment invoked has the effect of substantially depriving the contracting Parties of what they were reasonably entitled to expect under the contract, either Party has the right to terminate the contract by notification within a reasonable period to the other Party. Unless otherwise agreed, the Parties expressly agree that the contract may be terminated by either Party if the duration of the impediment exceeds 120 days.
18. **Hardship**
- 18.1 The Parties are bound to perform their contractual duties even if events have rendered performance more onerous than could reasonably have been anticipated at the time of the conclusion of the contract.
- 18.2 Notwithstanding paragraph 1 of this Clause, where a Party proves that:
- (a) The continued performance of its contractual duties has become excessively onerous due to an event beyond its reasonable control which it could not reasonably have been expected to have taken into account at the time of the conclusion of the contract; and that
- (b) it could not reasonably have avoided or overcome the event or its consequences, the Parties are bound, within a reasonable time of the invocation of this Clause, to negotiate alternative contractual terms which reasonably allow to overcome the consequences of the event.
- 18.3 Where Clause 18.2 applies, but where the Parties have been unable to agree alternative contractual terms as provided in that paragraph, the Party invoking this Clause is entitled to terminate the contract, but cannot request adaptation by the judge or arbitrator without the agreement of the other Party.
19. **Partial invalidity, written form, place of jurisdiction and dispute resolution**
- 19.1 All amendments and supplements must be in writing in order to be effective. This also applies to amendments and supplements to this clause 19.1.
- 19.2 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.
- 19.3 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.
- 19.4 Any dispute in connection with the contract and these terms and conditions or the execution thereof shall be settled friendly through negotiation or, if no agreement is reached, by arbitration. 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 in accordance with 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 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 terms and conditions. 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.