

**Report No.:** 244472809b 001 Page 1 of 13

**Client:** NINGBO BMAG TOY CO., LTD.

**Contact Information:** NO.2 MEIFANG ROAD DONGQIAN LAKE TOURISM RESORT  
NINGBO 315124

**Manufacturer's name:** NINGBO BMAG TOY CO., LTD.

**Test item(s):** Toy

**Identification/  
Model No(s):** Neoformers  
BWT04-16, BWT04-26, BWT04-32, BWT04-36, BWT04-46, BWT04-52,  
BWT04-56, BWT04-62A, BWT04-62B, BWT04-78, BWT04-88, BWT04-  
108, BWT04-112, BWT04-148, BWT04-332

**Sample obtaining method:** Sending by customer

**Condition at delivery:** Test item complete and undamaged.

**Sample Receiving date:** 2023-01-09

**Testing Period:** 2023-01-09 to 2023-01-28

**Place of testing:** Chemical laboratory Shanghai, Toys laboratory Shanghai

**Test Specification:**

Please refer to "Test Result Summary List" on page 2 for details

**Other information:**

Country of Origin: China  
Packaging provided: Yes  
The provided age grade of the item: Over 36 months.  
The appropriate age grade of the item: Over 36 months.  
The item was tested over 36 months.

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



2023-01-30

Neo Yang / Assistant Manager

Date

Name/Position

Sample information is provided by customer. Test result is drawn according to the kind and extent of tests performed.  
This test report relates to the above mentioned test sample. Without permission of the test center this test report is not permitted to be duplicated in extracts. This test report does not entitle to carry any safety mark on this or similar products.  
"Decision Rule" document announced in our website (<https://www.tuv.com/landingpage/en/qm-gcn/>) describes the statement of conformity and its rule of enforcement for test results are applicable throughout this test report.

**Test Report No.: 244472809b 001**

Page 2 of 13

**Test Result Summary :****Test Specification:**

- 1 ASTM F963-17: Mechanical and physical
- 2 ASTM F963-17: Flammability on solids and soft toys
- 3 CPSIA Sect 103: Tracking label
  
- 4 ASTM F963-17 Sect. 4.3.5.1 and 4.3.5.2 : Soluble heavy metal
- 5 ASTM F963-17 Sect. 4.3.5.1, CPSIA Sect. 101, and Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): Total lead content in paint and coating materials
- 6 ASTM F963-17 Sect. 4.3.5.2, CPSIA Sect. 101, and Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): Total lead content in substrate materials
- 7 CPSIA Section 108 as amended by 16 CFR 1307 : Phthalates

**Test result:**

PASS  
PASS  
Please refer to result page  
PASS  
PASS  
PASS  
PASS

California Safe Drinking Water and Toxic Enforcement Act of 1986 (CA Prop 65):  
DEHP, BBP, DBP, DIDP, DnHP content: PASS

**Test Report No.: 244472809b 001**

Page 3 of 13

**Material List:**

Item: Neoformers

BWT04-16, BWT04-26, BWT04-32, BWT04-36, BWT04-46, BWT04-52, BWT04-56, BWT04-62A, BWT04-62B, BWT04-78, BWT04-88, BWT04-108, BWT04-112, BWT04-148, BWT04-332

Material No.	Material	Color	Location
M001	Whole Product	Multicolor	Neoformers
M002	Plastic	Transparent- Red	Neoformers
M003	Plastic	Transparent- Orange	Neoformers
M004	Plastic	Transparent- Blue	Neoformers
M005	Plastic	Transparent- Dark blue	Neoformers
M006	Plastic	Transparent- Rose red	Neoformers
M007	Plastic	Transparent- Yellow	Neoformers
M008	Plastic	Transparent- Purple	Neoformers
M009	Plastic	Transparent- Green	Neoformers
M010	Plastic	White	Neoformers
M011	Plastic	Semi- transparent	Neoformers
M012	Plastic	Black	Small wheel
M013	Plastic	Black	Big wheel
M014	Plastic	Light grey	Wheel
M015	Coating	Black	On plastic
M016	Coating	Silver	On plastic
M018	Metal	Silver	Axis
M019	Metal	Silver	Chassis

**Test Report No.: 244472809b 001**

Page 4 of 13

**1.ASTM F963-17: Mechanical and physical**
**Test result:**

Test No:	T001
Material No:	M001
<b>4. Safety requirements</b>	
4.1 Material Quality (visual check)	PASS
4.6 Small objects	PASS
4.7 Accessible edges	PASS
4.9 Accessible points	PASS
4.38 Magnets	PASS
<b>5. Labeling requirements</b>	
5.16 Promotional materials	PASS
<b>6. Instructional literature</b>	
6.1 Definition and description	PASS
<b>7. Producer's markings</b>	
7.1 Name and address of the producer or the distributor	PASS

**Use and Abuse Tests:**

The submitted samples were undergone the use and abuse tests in accordance with FHSA 16 CFR and whichever is applicable the tested age grade.

Age Category	Impact Test	Flexure Test	Torque Test	Tension Test	Compression Test
0-18 Months 16 CFR 1500.51	10 x 4.5 ft	120 Arc 30 Cycles 10 lbs	2 in-lbs	10 lbs	20 lbs
19-36 Months 16 CFR 1500.52	4 x 3 ft	120 Arc 30 Cycles 15 lbs	3 in-lbs	15 lbs	25 lbs
37-96 Months 16 CFR 1500.53	4 x 3 ft	120 Arc 30 Cycles 15 lbs	4 in-lbs	15 lbs	30 lbs

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

**Test Report No.: 244472809b 001**

Page 5 of 13

**2.ASTM F963-17: Flammability on solids and soft toys****Test result:**

	Test No:	T001
	Material No:	M001
<b>4.2 Flammability on solids and soft toys</b>		PASS

The burning rate of the most severe part = DNI

Note: Maximum permissible burning rate = 0.1 Inch/sec.

**Abbreviation:** DNI = Did Not Ignite / IBE = Ignite But Self-extinguish

**3.CPSIA Sect 103: Tracking label**

**Test Result:**

	Test No:	T001
	Material No:	M001
Present On Packaging		*1
Present On Product		*1
Advertisement claims on safety standards		*1

**Remark:**

- \* If there is a tracking label on the product which is visible through disposable packaging, the packaging need not be marked.
- \*\* The correct adherence to all requirements according to CPSIA Tracking label in regards to the marking of:
  - (1) Manufacturer or private labeler name;
  - (2) Location and date of production of the product;
  - (3) Detailed information on the manufacturing process, such as a batch or run number, or other identifying characteristics; and,
  - (4) Any other information to facilitate ascertaining the specific source of the product; can only be confirmed by the manufacturer/trader/applicant. The presence of related information was assessed; however, they cannot be verified in the frame of this test.
- \*1 The manufacturer has confirmed that the above information marked will be modified onto the product itself and packaging of the product.

**Test Report No.: 244472809b 001**

Page 7 of 13

**4.ASTM F963-17 Sect. 4.3.5.1 and 4.3.5.2 : Soluble heavy metal**

Test method: For paint and similar surface-coating materials: ASTM F963-17 Section 8.3.2 - 8.3.4 Method to Dissolve Soluble Matter for Surface Coatings, Preparation of Test Samples and Test Procedures

For substrate: ASTM F963-17 Section 8.3.5 Soluble Element Test Method for Substrate Materials

This requirement applies to the coating and substrate materials which the sample weight is greater than 10 mg

Test result:

Test No.	Material No.	[mg/kg]							
		Sb	As	Ba	Cd	Cr	Pb	Hg	Se
		Maximum Permissible Limit of Any Toy Materials except Modelling Clay							
		60	25	1000	75	60	90	60	500
		Maximum Permissible Limit of Modelling Clay							
		60	25	250	50	25	90	25	500
		RL							
		2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5
T001	M002	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T002	M003	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T003	M004	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T004	M005	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T005	M006	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T006	M007	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T007	M008	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T008	M009	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T009	M010	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T010	M011	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T011	M012	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T012	M013	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T013	M014	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T014	M015(*1)	< RL	< RL	< RL	< RL	< RL	< RL	< RL	< RL
T015	M016(*2)	< RL	< RL	21.1	< RL	7.9	< RL	< RL	< RL

Abbreviation: < = less than  
 RL = Reporting Limit  
 mg/kg = milligram per kilogram

**Test Report No.: 244472809b 001**

Page 8 of 13

Remark:

- \*1 The weight of test portion available was less than 100 mg, but greater than 10 mg, so results were calculated as if 100 mg of the sample were available.
- \*2 The material is deemed comply with the requirement of ASTM F963-17 cl. 8.3.4.3 after analytical correction.
- \* Migration results of eight elements shown are the adjusted analytical results

<i>Element</i>	<i>Sb</i>	<i>As</i>	<i>Ba</i>	<i>Cd</i>	<i>Cr</i>	<i>Pb</i>	<i>Hg</i>	<i>Se</i>
<i>Analytical Correction (in %)</i>	60	60	30	30	30	30	50	60



**Test Report No.: 244472809b 001**

Page 9 of 13

**5.ASTM F963-17 Sect. 4.3.5.1, CPSIA Sect 101, and Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): Total lead content in paint and coating materials**

Test method: CPSC-CH-E1003-09.1 (Microwave method)

Test result:

Test No.	Material No.	Test Parameter	Unit	RL	Regulatory Requirement	Test Result
T001	M015 + M016	Lead Content	ppm	10	90	< RL

Abbreviation: < = less than  
RL = Reporting Limit  
ppm = parts per million

**Test Report No.: 244472809b 001**

Page 10 of 13

**6.ASTM F963-17 Sect. 4.3.5.2, CPSIA Sect. 101, and Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65) : Total lead content in substrate materials**

Test method: CPSC-CH-E1001-08.3 and CPSC-CH-E1002-08.3 (Microwave method)

Test result:

Test No.	Material No.	Test Parameter	Unit	RL	Regulatory Requirement	Test Result
T001	M002 + M003 + M004	Lead Content	ppm	10	100	< RL
T002	M005 + M006 + M007	Lead Content	ppm	10	100	< RL
T003	M008 + M009 + M010	Lead Content	ppm	10	100	< RL
T004	M011 + M012 + M014	Lead Content	ppm	10	100	< RL
T005	M013	Lead Content	ppm	10	100	< RL
T006	M018 + M019	Lead Content	ppm	10	100	< RL

Abbreviation: < = less than  
 RL = Reporting Limit  
 ppm = parts per million

**Test Report No.: 244472809b 001**

Page 11 of 13

**7. Phthalates content**

Test Method: Ref. to CPSC-CH-C1001-09.4

**Test Result:**

				Test No.	T001	T002	T003
				Material No.	M002 + M003 + M004	M005 + M006 + M007	M008 + M009 + M010
Test Parameter	CAS NO	Unit	RL	Result	Result	Result	
Diethylhexyl phthalate (DEHP)	117-81-7	%	0.005	< RL	< RL	< RL	
Dibutyl phthalate (DBP)	84-74-2	%	0.005	< RL	< RL	< RL	
Benzylbutyl phthalate (BBP)	85-68-7	%	0.005	< RL	< RL	< RL	
Diisobutyl phthalate (DIBP)	84-69-5	%	0.005	< RL	< RL	< RL	
Diisononyl phthalate (DINP)	28553-12-0, 68515-48-0	%	0.005	< RL	< RL	< RL	
Diisodecyl phthalate (DIDP)	26761-40-0, 68515-49-1	%	0.005	< RL	< RL	< RL	
Di-n-pentyl phthalate (DnPP)	131-18-0	%	0.005	< RL	< RL	< RL	
Di-n-hexyl phthalate (DnHP)	84-75-3	%	0.005	< RL	< RL	< RL	
Dicyclohexyl phthalate (DCHP)	84-61-7	%	0.005	< RL	< RL	< RL	
Conclusion: CPSIA Section 108 as amended by 16 CFR 1307				Pass	Pass	Pass	
Conclusion: CA Prop 65 DEHP, BBP, DBP, DIDP and DnHP content				Pass	Pass	Pass	

				Test No.	T004	T005	T006
				Material No.	M011 + M012 + M014	M013	M015 + M016
Test Parameter	CAS NO	Unit	RL	Result	Result	Result	
Diethylhexyl phthalate (DEHP)	117-81-7	%	0.005	< RL	0.019	< RL	
Dibutyl phthalate (DBP)	84-74-2	%	0.005	< RL	< RL	< RL	
Benzylbutyl phthalate (BBP)	85-68-7	%	0.005	< RL	< RL	< RL	
Diisobutyl phthalate (DIBP)	84-69-5	%	0.005	< RL	< RL	< RL	
Diisononyl phthalate (DINP)	28553-12-0, 68515-48-0	%	0.005	< RL	< RL	< RL	
Diisodecyl phthalate (DIDP)	26761-40-0, 68515-49-1	%	0.005	< RL	< RL	< RL	
Di-n-pentyl phthalate (DnPP)	131-18-0	%	0.005	< RL	< RL	< RL	
Di-n-hexyl phthalate (DnHP)	84-75-3	%	0.005	< RL	< RL	< RL	
Dicyclohexyl phthalate (DCHP)	84-61-7	%	0.005	< RL	< RL	< RL	
Conclusion: CPSIA Section 108 as amended by 16 CFR 1307				Pass	Pass	Pass	
Conclusion: CA Prop 65 DEHP, BBP, DBP, DIDP and DnHP content				Pass	Pass	Pass	

**Abbreviation:** < = less than  
 RL = Reporting Limit  
 % = percentage

**Remark:**

**Test Report No.: 244472809b 001** Page 12 of 13

- Requirement of Consumer Product Safety Improvement Act 2008, section 108, as amended by 16 CFR 1307 is summarized below:

Parameter	Unit	Maximum Permissible Limit
Accessible plasticized components in children's toy or childcare article:		
Dibutyl phthalate (DBP), Benzylbutyl phthalate (BBP), Diethylhexyl phthalate (DEHP), Diisononyl phthalate (DINP), Diisobutyl Phthalate (DIBP), Di-n-pentyl Phthalate (DPENP) (DnPP), Di-n-hexyl Phthalate (DHEXP) (DnHP), Dicyclohexyl Phthalate (DCHP)	%	0.1 (each)

- Requirement of Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65):DEHP, BBP, DBP, DIDP and DnHP content  
1,000ppm (0.1%) each as quoted from County of Alameda Case No. BG-07350969

Test Report No.: 244472809b 001

Page 13 of 13

Sample Photos



- END -

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

1. **Scope**
  - 1.1 These General Terms and Conditions of Business of TÜV Rheinland in Greater China ("GTBCB") is made between the client and one or more member entities of TÜV Rheinland in Greater China as applicable as the case may be. 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 or other use and not for the purpose of a business;
    - (ii) the incorporated or unincorporated entity duly organized, validly existing and capable to form legally binding contracts under the applicable law.
  - 1.2 The following terms and conditions apply to all agreed services including consultancy services, information, deliveries and similar services as well as ancillary services and other secondary obligations provided within the scope of contract performance.
  - 1.3 Any standard terms and conditions of the client of any nature shall not apply and shall hereby be expressly excluded. No standard contractual terms and conditions of the client shall form part of the contract even if TÜV Rheinland does not explicitly object to them.
  - 1.4 In the context of an ongoing business relationship with the client, this GTBCB shall also apply to future contracts with the client without TÜV Rheinland having to refer to them separately in each individual case.
2. **Quotations**
  - 2.1 Unless otherwise agreed, all quotations submitted by TÜV Rheinland can be changed by TÜV Rheinland without notice prior to its acceptance and confirmation by the other party.
3. **Coming into effect and duration of contracts**
  - 3.1 The contract shall come into effect for the agreed terms upon the quotation letter of TÜV Rheinland or a separate contractual document being signed by both contracting parties, or upon the works requested by the client being carried out by TÜV Rheinland. If the client instructs TÜV Rheinland without receiving a quotation from TÜV Rheinland (quotation), TÜV Rheinland is, in its discretion, entitled to accept the order, or not to accept such acceptance (including not accepting 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 specified in the order. If no term is specified in the order, the contract provides for an extension of the contract term, the contract term will be extended by the term provided for in the contract unless terminated in writing by either party with a three-month notice prior to the end of the contract term.
4. **Scope of services**
  - 4.1 The scope and type of the services to be provided by TÜV Rheinland shall be specified in the contractually agreed service scope of TÜV Rheinland and both parties shall agree to the respective service scope of TÜV Rheinland exists, then the written confirmation of order by TÜV Rheinland shall be decisive for the service to be provided. Unless otherwise agreed, services beyond the scope of the service description, i.e. checking, the downstream processes, organization, use and application, processes, installations, organizations not listed in the service description, as well as the intended use and application of such are not covered. In particular, no responsibility is assumed for the design, selection of materials, construction or intended use of an examined part, product, process or plant, unless this is expressly stated in the order.
  - 4.2 The agreed services shall be performed in compliance with the regulations in force at the time the contract is entered into.
  - 4.3 TÜV Rheinland is entitled to determine, in its sole discretion, the method and nature of the assessment unless otherwise agreed in writing or if mandatory provisions require a specific procedure to be followed.
  - 4.4 On execution of the work there shall be no simultaneous assumption of any guarantee of the correctness (proper quality) and working order of either tested or examined parts nor of the installation as a whole and its operation. TÜV Rheinland is not liable for any damage or injury in accordance with regulations, nor of the systems on which the installation is based. In particular, TÜV Rheinland shall assume no responsibility for the construction, selection of materials and assembly of the system to be examined, nor of its application in accordance with regulations, unless these questions are expressly covered by the contract.
  - 4.5 In the case of inspection work, TÜV Rheinland shall not be responsible for the accuracy or checking of the safety programmes or safety regulations on which the inspections are based, unless otherwise expressly agreed in writing.
  - 4.6 If mandatory legal requirements 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 information in the work results (test reports, test reports, expert reports, etc.) is not part of the agreed services. The client passes on work results in full or in extracts - to third parties in accordance with clause 11.4.
  - 4.8 The client understands and agrees that in order to perform the contract with TÜV Rheinland, the client may need to conclude agreements with any other third parties (e.g. subcontractors) to establish legal relationships with those third parties (ies) according to such contracts/agreements. TÜV Rheinland will merely bears the corresponding legal liability according to its contract with the direct contracting party (ies) or out company in the service process. If the relevant services are not directly provided by TÜV Rheinland (including but not limited to any testing and certification services to be provided by third testing and certification bodies), TÜV Rheinland will provide the client as agent for such company in the service process. In order to achieve the purpose of the contract, the client hereby agrees that TÜV Rheinland can also subcontract to a third party to provide agency services, but TÜV Rheinland shall not bear any responsibility and/or risk arising from any subcontracting arrangement. This subcontracting is not limited to the testing and/or certification services to be entrusted and/or applied for by our company on behalf of the client to other third testing and/or certification bodies, agency services or other services agreed in writing by the client. However, the client agrees to accept the relevant laws and regulations and/or the terms under the contract. If the client is required to conduct any annual review/surveillance of the relevant testing and/or certification services, any fees or additional fees for the services of TÜV Rheinland shall be borne by the client. In addition, the certification rules, such fees are not within the scope of the contract price, the client shall timely perform the obligation of such annual review/surveillance and pay the corresponding fees. If the client fails to perform such obligations of the annual review/surveillance or fees payment, it may lead to adverse consequences such as failure/suspension/cancellation/invalidity of testing and/or certification results, which shall not be borne by TÜV Rheinland.
  - 4.9 For the service contract agreed in the contract, if the client requires TÜV Rheinland to deliver relevant test samples, data, etc. to any overseas laboratory or other places or sites to be designated by the client, TÜV Rheinland shall not take any responsibilities or risks for any problems during such transport. However, the client shall be responsible for any loss or damages of the samples and/or the materials, etc.). Besides, the relevant freight fees shall be borne by the client.
5. **Performance periods/dates**
  - 5.1 The contractually agreed periods/dates of performance are based on estimates of the work involved which are prepared in line with the details provided by the client. They shall only be binding if being confirmed as binding by TÜV Rheinland in writing.
  - 5.2 In the event of a delay of performance, the agreed periods shall not commence until the client has submitted all required documents to TÜV Rheinland.
  - 5.3 Articles 5.1 and 5.2 also apply, even without express approval by the client, to all extensions of agreed periods/dates of performance not caused by TÜV Rheinland.
  - 5.4 TÜV Rheinland is not responsible for a delay in performance, in particular if the client has not fulfilled his duties to cooperate in accordance with clause 6.1 or has not done so in time and, in particular, has not provided TÜV Rheinland with all documents and information required for the performance of the service as specified in the contract.
  - 5.5 If the performance of TÜV Rheinland is delayed due to unforeseeable circumstances such as force majeure, strikes, government restrictions, governmental or administrative obstacles, 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 legally 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 at no cost to TÜV Rheinland.
  - 6.2 Design documents, supplies, auxiliary staff, etc. necessary for performance of the services shall be made available free of charge by the client. Moreover, collaborative action of the client must be undertaken in accordance with legal provisions, standards, safety regulations and accident prevention instructions. And the client represents and warrants that:
    - a) It has required statutory qualifications;
    - b) The product, service or management system to be certified complies with applicable laws and regulations; and
    - c) It doesn't have any illegal and dishonest behaviours or is not included in the list of Enterprises with Serious Illegal and Dishonest Acts of People's Republic of China.
  - 6.3 If the client breaches the aforesaid representations and warranties, TÜV Rheinland is entitled to i) immediately terminate the contract without prior notice, and; ii) withdraw the issued testing certificates if any.
  - 6.4 The client shall bear any additional cost incurred on account of work having to be redone or being delayed as a result of late, incorrect or incomplete information provided by or lack of proper cooperation from the client. Even when 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 the work exceeds the agreed price, the client shall pay the invoice for 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 installments.
8. **Payment terms**
  - 8.1 All invoice amounts shall be due for payment within 30 days of the invoice date without deduction on receipt of the invoice. No discounts and rebates shall be granted.
  - 8.2 Payments shall be made to the bank account of TÜV Rheinland as indicated on the invoice, stating the invoice and client number.
  - 8.3 In cases of default of payment, TÜV Rheinland shall be entitled to claim default interest at the applicable short term loan interest rate publicly announced by a reputable commercial bank in the country where TÜV Rheinland is located. At the same time, TÜV Rheinland reserves the right to claim further damages.
  - 8.4 Should the client default in payment of the invoice despite being granted a reasonable grace period, TÜV Rheinland shall be entitled to cancel the contract, withdraw the certificate, claim damages for non-performance and refuse to continue performance of the contract.
  - 8.5 The provisions set forth in article 8.4 shall also apply in cases involving returned cheques, cessation of payment, commencement of insolvency proceedings against the client's assets or
9. **Acceptance of work**
  - 9.1 Any part of the work result ordered which is complete in itself may be accepted by TÜV Rheinland for acceptance as an instalment. The client is obliged to accept, immediately or transferred or 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.
  - 9.2 The client is not entitled to refuse acceptance due to insignificant breach of contract by TÜV Rheinland.
  - 9.3 If acceptance is excluded according to the nature of the work performance of TÜV Rheinland, the completion of the work shall take its place.
  - 9.4 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 client cancels or postpones the audit date confirmed in fees, TÜV Rheinland shall reserve the right to immediately charge a lump-sum compensation of 10% of the order amount as settlement for expenses. The client reserves the right to prove that the order amount 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 the amount of damages in the amount of the order amount as settlement for 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 know-how, trade secrets, documents, images, drawings, expirations, information, data, test results, reports, samples, project documents, pricing and financial information, customer and supplier information, and marketing technical data, patents, trademarks, tangible and intangible intellectual property or otherwise disclosed by 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-permanently and not proprietary to the client) within the scope of the provision of services by TÜV Rheinland. TÜV Rheinland is entitled to store, use, further develop and pass on the data obtained in connection with the provision of services for the purposes of developing new services, improving services and analysing the provision of services. 10.2 The disclosing party shall mark all confidential information disclosed in written form as confidential before passing it onto the receiving party. The client agrees to indemnify and hold TÜV Rheinland harmless from any liability or information is disclosed orally, the receiving party shall be appropriately informed in advance and the disclosing party shall confirm in writing the confidentiality nature of the information within five working days of oral disclosure. Where the disclosing party fails to do so within the stipulated period, the receiving party shall not take any confidentiality obligations hereunder towards such information. The client shall avoid using any third party platform and/or system (e.g. Wechat, etc.) authorized by TÜV Rheinland to send any confidential information to TÜV Rheinland employees through its company email, if the client suffers from any losses or damages due to any theft or leakage to be caused by the adoption of such platform and/or system. In the event of such mentioned above, TÜV Rheinland shall be waived for any compensation liabilities.
  - 10.3 All confidential information which the disclosing party transmits or otherwise discloses to the receiving party and which is created during the performance of the contract by TÜV Rheinland may only be used by the receiving party for the purposes of performing the contract, unless expressly otherwise agreed in writing by the disclosing party.
  - 10.4 The disclosing party shall be held liable for the confidentiality of the information, unless this is necessary for fulfilling the purpose of the contract or TÜV Rheinland is required to pass on the confidential information, inspection reports or documentation to the government authorities, judicial court, accreditation bodies or third parties that are involved in the performance of the contract, which must be treated by the receiving party with the same level of confidentiality as the receiving party has received from the disclosing party, but never with a lesser level of confidentiality than that which is reasonably required.
  - 10.5 The receiving party may disclose any confidential information received from the disclosing party to its employees or subcontractors for the purpose of performing the contract, if the client has given its prior written consent. The receiving party undertakes to obligate these employees to observe the same level of secrecy as set forth in this confidentiality clause.
  - 10.6 The disclosing party shall be held liable for the confidentiality of the information, unless this is necessary for fulfilling the purpose of the contract or TÜV Rheinland is required to pass on the confidential information, inspection reports or documentation to the government authorities, judicial court, accreditation bodies or third parties that are involved in the performance of the contract, which must be treated by the receiving party with the same level of confidentiality as the receiving party has received from the disclosing party, but never with a lesser level of confidentiality than that which is reasonably required.
  - 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 remain under the duty of confidentiality of all 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/opinions, 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. However, the client may only use such reports, expert reports/opinions, test reports/opinions, results calculations, presentations etc. prepared within the scope of the contract for the contractually agreed purpose.
  - 11.3 The transfer of the right of use to the general public is regulated in clause 11.2 of the GTBCB in subject to full payment of the remuneration agreed in favour of TÜV Rheinland.
  - 11.4 The client may use work results only complete and unshortened. The client may only pass on the work results in full unless TÜV Rheinland has given its prior written consent to the partial passing on of work results.
  - 11.5 Any publication or duplication of the work results for advertising purposes or any further use of the work results beyond the scope regulated in clause 11.2, 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. TÜV Rheinland need the prior written approval of TÜV Rheinland in each individual case. Besides, the client ensures that the aforesaid user shall comply with relevant applicable laws, regulations and relevant rules (including but not limited to specific applicable testing and certification rules, etc.).
  - 11.6 TÜV Rheinland may revoke a once given approval according to clause 11.5 at any time without stating reasons. In this case, the client is obliged to stop the transfer of the work results immediately at his own expense and, as far as possible, to withdraw publications.
  - 11.7 The consent of TÜV Rheinland to publication or duplication of the work results does not entitle the client to use the corporate logo, corporate design or testification mark of TÜV Rheinland.
12. **Liability of TÜV Rheinland**
  - 12.1 Respective of the legal basis, to the fullest extent permitted by applicable law, in the event of a breach of contractual obligations or tort, the liability of TÜV Rheinland for all damages, losses and reimbursement of expenses caused by TÜV Rheinland to the client, its agents and employees shall be limited to: (i) in the case of a contract with a fixed overall fee, three times the overall fee for the entire contract; (ii) in the case of a contract for annually recurring services, the agreed annual fee; (iii) in the case of a contract for a fixed fee plus a time and material basis and 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 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 clause 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 the client has not notified the breach. For this purpose, "fundamental breach" means a 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 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 to 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 cases in which the commencement of insolvency proceedings has been dismissed due to lack of assets.
  - 13.2 Objections to the invoices of TÜV Rheinland shall be submitted in writing within two weeks of receipt of the invoice.
  - 13.3 TÜV Rheinland shall be entitled to demand appropriate advance payments.
  - 13.4 TÜV Rheinland shall be entitled to raise its fees at the beginning of a month if overruns and/or purchase costs have increased. In this case, TÜV Rheinland shall notify the client in writing and 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 exceeds 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.
  - 13.5 Only legally established and undisputed claims may be offset against claims by TÜV Rheinland.
  - 13.6 TÜV Rheinland shall have the right at all times to offset any amount due or payable by the client, including but not limited to the cost of goods, interest paid, interest due, client under any contracts, agreement and/or orders/quotations reached with TÜV Rheinland.
14. **Data protection notice**
  - 14.1 The client understands and agrees that TÜV Rheinland processes personal data (including but not limited to personal information) of the client and its related parties (including but not limited to the supplier of the client) for the purpose of fulfilling this contract. The client confirms that it has obtained the prior consent of the data subject, which entitles TÜV Rheinland to access, use, or process the personal data that the client collects or processes by itself and transfers to TÜV Rheinland. For certain services, we may also process sensitive personal data. TÜV Rheinland will use and process the data in accordance with the relevant legal basis. If any personal data has to be disclosed or transferred to a third party or any other person outside of the district in which the personal data was collected, the client also confirms that it has obtained the prior consent of the data subject. TÜV Rheinland will carry out cross-border data transmission and protect the data in compliance with the privacy and personal data security related laws and regulations in China and the local country. TÜV Rheinland will take measures to avoid any leakage, abuse, manipulation, damage or unauthorized access of personal data. The personal data will be deleted immediately as soon as a corresponding reason for deletion arises. Data subjects may exercise the following rights: right of information, right of decision, right of rectification, right of deletion, right of processing limitation, right of objection, right of data transferability. In addition, persons concerned by the data processing have the right to revoke their consent at any time with effect for the future, as well as the right to file a complaint with the competent data protection supervisory authority. For further details on the processing of personal data by TÜV Rheinland as the person responsible for the data processing, 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. **Retention of test material and documentation**
  - 15.1 The test samples submitted by the client to TÜV Rheinland for testing will be stored following testing and/or in the event of a dispute. The test samples shall be stored in the form of test samples, which are placed in storage on the basis of statutory regulations or of another agreement with the client.
  - 15.2 Charges apply if the test samples are stored at the premises of TÜV Rheinland. The cost of placing a test sample into storage will be disclosed to the client in the quotation.
  - 15.3 If reference samples or documentations are given to the client to be placed in storage at their premises for the purpose of determining or certifying the results of the test, the client agrees upon request promptly and free of charge. If the client, in response to such a request, is incapable of making available the reference samples and/or documentation, any liability claims for material and pecuniary damage resulting from the storage of the reference samples and certification that is brought forward by the client against TÜV Rheinland shall be void.
  - 15.4 The retention period for the documentation shall be 10 (ten) years after the expiry of the test mark certification and shall meet the applicable legal requirements for EUEC certificates of conformity and GS mark certification.
  - 15.5 The costs of the handover and dispatch of the test samples for storage on the client's premises are borne by the client. TÜV Rheinland will be liable for the loss of test samples or reference samples from the laboratories or warehouses of TÜV Rheinland only in case of gross negligence.
16. **Termination of the contract**
  - 16.1 Notwithstanding clause 3.3 of the GTBCB, TÜV Rheinland and the client are entitled to terminate the contract in its entirety or, in the case of services combined in one contract, each of the combined parts of the contract individually and independently of the continuation of the remaining services with six (6) weeks prior notice to the other party in writing after the agreed term. The notice period shall be shortened to six (6) weeks in case TÜV Rheinland is prevented from performing the services due to a loss or suspension of its accreditation or notification.
  - 16.2 For good cause, the client may terminate the contract by 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 other services;
    - b) the client misses the certificate or certification mark or uses it in violation of the contract;
    - c) in the event of several consecutive delays in payment (at least three times);
    - d) a substantial deterioration of the financial circumstances of the client occurs and as a result the payment claims of TÜV Rheinland under the contract are considerably endangered and TÜV Rheinland cannot reasonably be expected to continue the contractual relationship;
    - e) the event of any serious, intentional or grossly negligent behavior of the managers, employees or agents of the client;
    - f) if TÜV Rheinland, for reasons beyond its control, is temporarily or finally not able or entitled to continue to fulfill its contractual obligations or to provide services, e.g. in case of force majeure, power interference, sanctions, loss of accreditation or notification, or other.
  - 16.3 In the event of termination with written notice by TÜV Rheinland for good cause, TÜV Rheinland shall be entitled to claim compensation in the amount of the damages against the client for the damages caused. In this case, the client shall also pay 15% of the remuneration to be paid until the end of the fixed contract term as lump-sum compensation. The client reserves the right to prove that there is no damage or a considerably lower 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 allowed for the opening of the windows for auditing services provided by TÜV Rheinland within the scope of a certification procedure and the certificate therefore has to be withdrawn (for example during the performance of monitoring audits). Clause 16.3 applies accordingly.
17. **Force Majeure**
  - 17.1 "Force Majeure" means the occurrence of an event or circumstance that prevents or impedes a Party from performing one or more of its contractual obligations under the contract, if and to the extent that that Party proves: (a) that such impediment is beyond its reasonable control; and (b) that it could not reasonably have been foreseen at the time of the conclusion of the contract; and (c) that the effects of the impediment could not reasonably have been avoided or overcome by the affected Party.
  - 17.2 In the absence of proof to the contrary, the following events affecting a Party shall be presumed to fulfil conditions (a) and (b) of under paragraph 17.1: (i) war, hostilities, invasion, act of foreign enemies, extensive military mobilization; (ii) civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy; (iii) currency and trade restrictions, export controls, embargoes, trade sanctions; (iv) act of authority whether lawful or unlawful; compliance with any law or governmental order; expropriation, seizure of works, requisition, nationalization; (v) plague, epidemic, natural disaster or extreme natural event; (vi) explosion, fire, destruction of equipment, prolonged breakdown of transport, telecommunication information system or factory; (vii) general labor disturbance such as boycott, strike and lock-out; go-slow, occupation of factories and premises.
  - 17.3 The Parties stipulate that this Clause is irrelevant from its duty to perform its obligations under the contract and from any liability in damages or from any other contractual remedy for breach of contract, from the time at which the impediment causes inability to perform, provided that the notice thereof is given without delay. If notice thereof is given without delay, the relief is effective from the time at which notice thereof reaches the other Party. Where the effect of the impediment or event invoked does not immediately reach the other consequences shall apply only as long as the impediment invoked actually 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 notifying the other Party of its decision to do so in writing. Unless otherwise stated, 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 contract performance duties of its contract have 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 17.1.
  - 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. Unless otherwise stipulated in the contract, the provisions of this 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 shall be governed by the laws 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 referred to the arbitration tribunal as specified in the contract and these terms and conditions. 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 decided by:
    - 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 dispute 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 rules. The arbitration shall take place in Hong Kong.
  - 19.5 The decision of the relevant arbitration tribunal shall be final and binding on both parties. The arbitration fee shall be borne by the losing party.