

Report No.: 168342103b 001

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Client: SHENZHEN ZHENGKANG TECHNOLOGY CO., LTD.

Contact Information: 2&3/F, Building A, No.3 Fuxing Yi Lane, Hehua Community, Pinghu Street, Longgang District, ShenZhen, Guangdong Province, P. R. China

Test item(s): 74 materials

Identification/ OXIMETER

Model No(s): JZK-301, JZK-303, JZK-305, JZK-307

Condition at delivery: Test item complete and undamaged.

Sample Receiving date: 2022-02-18, 2022-04-02, 2022-04-11, 2022-04-21, 2022-05-26

Testing Period: 2022-03-03 to 2022-06-01

Place of testing: Chemical laboratory Shenzhen

Test Specification:

1. Risk Assessment of Articles: Screening of substances of very high concern (SVHC) subject to the candidate list by European Chemical Agency (ECHA) according to Regulation (EC) No. 1907/2006 of REACH and its amendments

Test result:

SVHC concentration(s) > 0.1%

Other information:

Country of Origin: China

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

2022-06-06

Alvin Huang / Senior Project Engineer

Date

Name/Position

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

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

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

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Material List:

Item: OXIMETER

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Material No.	Material	Color	Location
M001	Plastic	Grey	Refer to photo
M002	Plastic + adhesive	Black	Refer to photo
M003	Plastic	Transparent	Refer to photo
M004	Plastic	Grey	Refer to photo
M005	Plastic	Grey	Refer to photo
M006	Plastic	Grey	Refer to photo
M008	Metal	Silvery	Refer to photo
M009	Metal	Silvery	Refer to photo
M010	Metal	Silvery	Refer to photo
M011	Plastic	Transparent	Refer to photo
M012	Plastic	Transparent	Refer to photo
M013	Solder	Silvery	Refer to photo
M014	PCB board	Green	Refer to photo
M015	Plastic + adhesive	Black	Refer to photo
M016	Plastic	Transparent	Refer to photo
M017	Metal	Silvery	Refer to photo
M018	Metal	Silvery/ golden	Refer to photo
M019	Metal	Silvery	Refer to photo
M020	Solder	Silvery	Refer to photo
M021	PCB board	Black	Refer to photo
M022	Foam + adhesive	Black	Refer to photo
M023	Magnet	Grey	Refer to photo
M024	Metal	Coppery	Refer to photo
M025	Electronic components	Black	Refer to photo
M026	Electronic components	Black	Refer to photo
M027	Electronic components	Black	Refer to photo
M028	Plastic	Black	Refer to photo
M029	Electronic components	Brown	Refer to photo

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M030-1	Electronic components	Black	Refer to photo (retest M030)
M031	Electronic components	Silvery/ golden	Refer to photo
M032	Metal	Silvery	Refer to photo
M033	Metal	Silvery	Refer to photo
M034	Metal	Red	Refer to photo
M035	Magnet	Grey	Refer to photo
M037	PCB board	Brown	Refer to photo
M038	PCB board	Grey	Refer to photo
M039	Plastic + adhesive	Transparent grey	Refer to photo
M041	Plastic + adhesive	Transparent grey	Refer to photo
M042	Plastic	Silvery	Refer to photo
M043	Plastic	White	Refer to photo
M044	Plastic	Transparent	Refer to photo
M045	Plastic	Translucent silvery	Refer to photo
M046	Electronic components	White	Refer to photo
M047	Plastic	Black	Refer to photo
M048	Plastic	White	Refer to photo
M049	Plastic	White	Refer to photo
M050	Plastic	White	Refer to photo
M051	Plastic + printing + adhesive	Transparent/ black	Refer to photo
M052	Plastic	White	Refer to photo
M053	Plastic	Blue	Refer to photo
M054	Metal	Silvery	Refer to photo
M055	Metal	Silvery	Refer to photo
M056	Wire (with core)	Black/ silvery	Refer to photo
M057	Wire (with core)	Blue/ silvery	Refer to photo
M058	Wire (with core)	Red/ silvery	Refer to photo
M059	Wire (with core)	Green/ silvery	Refer to photo
M060	Plastic	Black	Refer to photo
M061	Plastic	White	Refer to photo
M062	Metal	Silvery	Refer to photo
M063	Electronic components	Black	Refer to photo

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M064	Electronic components	Black	Refer to photo
M065	Electronic components	Black	Refer to photo
M067	PCB board	Green	Refer to photo
M068	Electronic components	Black	Refer to photo
M069	Electronic components	Black	Refer to photo
M070	Electronic components	Black	Refer to photo
M071	Electronic components	Black	Refer to photo
M072	Plastic	Black/ translucent	Refer to photo
M073	Foam + adhesive	White	Refer to photo
M074	Plastic	Black	Refer to photo
M075	Plastic	Transparent grey	Refer to photo
M076	Plastic	Black/ white	Refer to photo
M077	Plastic	Black	Refer to photo
M078	Plastic	Grey	Refer to photo

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1. Screening of Substances of Very High Concern (SVHC) subject to the Candidate List by European Chemical Agency (ECHA) according to Regulation (EC) No. 1907/2006 of REACH and its amendments.

Obligation of Importer is necessary if the detected SVHC concentration in article level is >0.1%:

To communicate information down the supply chain according to article. 33 of REACH. OR

1. Notification to ECHA, if the quantities of SVHC in the produced/imported articles are above 1 ton in total per year per company.
2. Provide sufficient information to ensure safe use of the article and, as a minimum, include the name of the substance, to their customers and on request to consumers within 45 days of the receipt of this request.

Test Method: 1) SVOC: organic solvent extraction, determination by GC-MS/ECD
 2) VOC: organic solvent extraction, determination by GC-MS
 3) VVOC: headspace-GC/MS analysis
 4) non-VOC: organic solvent extraction, determination by LC-MS/MS.
 5) inorganics: acid digestion, determination by ICP-OES

Test Result:

Test No.	Material No.	Result (%)
T001	M001 + M003 + M004 + M005 + M006 + M011 + M012 + M016 + M028	Cyclohexane-1,2-dicarboxylic anhydride [1], cis-cyclohexane-1,2-dicarboxylic anhydride [2], trans-cyclohexane-1,2-dicarboxylic anhydride [3] [The individual cis- [2] and trans- [3] isomer substances and all possible combinations of the cis- and trans-isomers [1] are covered by this entry]; MHHPA (Please refer to the following separated results); others: < RL
T001-01	M001	Separated result (Cyclohexane-1,2-dicarboxylic anhydride [1], cis-cyclohexane-1,2-dicarboxylic anhydride [2], trans-cyclohexane-1,2-dicarboxylic anhydride [3] [The individual cis- [2] and trans- [3] isomer substances and all possible combinations of the cis- and trans-isomers [1] are covered by this entry] : 0.01; MHHPA: 0.02)
T001-02	M003	Separated result (Cyclohexane-1,2-dicarboxylic anhydride [1], cis-cyclohexane-1,2-dicarboxylic anhydride [2], trans-cyclohexane-1,2-dicarboxylic anhydride [3] [The individual cis- [2] and trans- [3] isomer substances and all possible combinations of the cis- and trans-isomers [1] are covered by this entry] : 0.01; MHHPA: 0.01)
T001-03	M004	Separated result (Cyclohexane-1,2-dicarboxylic anhydride [1], cis-cyclohexane-1,2-dicarboxylic anhydride [2], trans-cyclohexane-1,2-dicarboxylic anhydride [3] [The individual cis- [2] and trans- [3] isomer substances and all possible combinations of the cis- and trans-isomers [1] are covered by this entry] : 0.01; MHHPA: 0.02)
T001-04	M005	Separated result (Cyclohexane-1,2-dicarboxylic anhydride [1], cis-cyclohexane-1,2-dicarboxylic anhydride [2], trans-cyclohexane-1,2-dicarboxylic anhydride [3] [The individual cis- [2] and trans- [3] isomer substances and all possible combinations of the cis- and trans-isomers [1] are covered by this entry] : < RL; MHHPA: < RL)

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T001-05	M006	Separated result (Cyclohexane-1,2-dicarboxylic anhydride [1], cis-cyclohexane-1,2-dicarboxylic anhydride [2], trans-cyclohexane-1,2-dicarboxylic anhydride [3] [The individual cis- [2] and trans- [3] isomer substances and all possible combinations of the cis- and trans-isomers [1] are covered by this entry] : < RL; MHHPA: < RL)
T001-06	M011	Separated result (Cyclohexane-1,2-dicarboxylic anhydride [1], cis-cyclohexane-1,2-dicarboxylic anhydride [2], trans-cyclohexane-1,2-dicarboxylic anhydride [3] [The individual cis- [2] and trans- [3] isomer substances and all possible combinations of the cis- and trans-isomers [1] are covered by this entry] : 0.01; MHHPA: 0.01)
T001-07	M012	Separated result (Cyclohexane-1,2-dicarboxylic anhydride [1], cis-cyclohexane-1,2-dicarboxylic anhydride [2], trans-cyclohexane-1,2-dicarboxylic anhydride [3] [The individual cis- [2] and trans- [3] isomer substances and all possible combinations of the cis- and trans-isomers [1] are covered by this entry] : < RL; MHHPA: < RL)
T001-08	M016	Separated result (Cyclohexane-1,2-dicarboxylic anhydride [1], cis-cyclohexane-1,2-dicarboxylic anhydride [2], trans-cyclohexane-1,2-dicarboxylic anhydride [3] [The individual cis- [2] and trans- [3] isomer substances and all possible combinations of the cis- and trans-isomers [1] are covered by this entry] : 0.01; MHHPA: 0.02)
T001-09	M028	Separated result (Cyclohexane-1,2-dicarboxylic anhydride [1], cis-cyclohexane-1,2-dicarboxylic anhydride [2], trans-cyclohexane-1,2-dicarboxylic anhydride [3] [The individual cis- [2] and trans- [3] isomer substances and all possible combinations of the cis- and trans-isomers [1] are covered by this entry] : < RL; MHHPA: < RL)
T002	M042 + M043 + M044 + M045 + M047 + M048 + M049 + M050 + M052 + M053	< RL
T003	M002 + M015 + M060 + M061 + M072 + M074 + M075 + M076 + M077 + M078	<RL
T004	M014 + M021 + M037 + M038 + M039 + M067	N,N-dimethylformamide : 0.015; Boron acid (Please refer to the following separated results); others: < RL
T004-01	M014 + M021 + M037 + M038 + M067	Separated result (Boric acid: < RL)
T004-02	M039	Separated result (Boron acid: 0.61, (*19))
T005	M008 + M009 + M010 + M013 + M017 + M018 + M019 + M020 + M023 + M024 + M032 + M033 + M034 + M035 + M054 + M055 + M062	< RL
T006	M025 + M026 + M027 + M029 + M030-1 + M031 + M046 + M063 + M064 + M065 + M068 + M069 + M070 + M071	Boron element, (*18); others: < RL
T007	M022 + M041 + M051 + M056 + M057 + M058 + M059 + M073	Boric acid (Please refer to the following separated results); others: < RL
T007-01	M041	Separated result (Boron acid: 0.47, (*19))

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T007-02	M022 + M051 + M056 + M057 + M058 + M059 + M073	Separated result (Boric acid: < RL)
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Abbreviation: < = Less than
RL =Reporting Limit
% =Percentage

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Remark:

(*1) The reporting limit for each individual SVHC in Candidate List by ECHA:

	Substance	CAS No.	Reporting Limit
1	4,4'- Diaminodiphenylmethane (MDA)	101-77-9	0.005%
2	Benzyl butyl phthalate (BBP)	85-68-7	0.005%
3	Bis (2-ethylhexyl)phthalate (DEHP)	117-81-7	0.005%
4	Dibutyl phthalate (DBP)	84-74-2	0.005%
5	Hexabromocyclododecane (HBCDD) and all major diastereoisomers identified: Alpha-hexabromocyclododecane Beta-hexabromocyclododecane Gamma-hexabromocyclododecane	25637-99-4 / 3194-55-6 / 134237-50-6 / 134237-51-7 / 134237-52-8	0.005%
6	5-tert-butyl-2,4,6-trinitro-m-xylene (Musk xylene)	81-15-2	0.005%
7	2,4-Dinitrotoluene (2,4-DNT)	121-14-2	0.005%
8	Diisobutyl phthalate (DIBP)	84-69-5	0.005%
9	Tris(2-chloroethyl)phosphate	115-96-8	0.005%
10	Diarsenic pentaoxide (*2)	1303-28-2	0.005%
11	Diarsenic trioxide (*2)	1327-53-3	0.005%
12	Lead chromate (*2)(*3)	7758-97-6	0.005%
13	Lead chromate molybdate sulphate red (C.I. Pigment Red 104) (*2)(*3)	12656-85-8	0.005%
14	Lead sulfochromate yellow (C.I. Pigment Yellow 34) (*2)	1344-37-2	0.005%
15	Trichloroethylene	79-01-6	0.005%
16	Chromium trioxide (*2)	1333-82-0	0.005%
17	Acids generated from chromium trioxide and their oligomers: Names of the acids and their oligomers: Chromic acid, Dichromic acid, Oligomers of chromic acid and dichromic acid. (*2)	7738-94-5 / 13530-68-2	0.005%
18	Sodium dichromate (*2)(*3)	7789-12-0 / 10588-01-9	0.005%
19	Potassium dichromate *2)(*3)	7778-50-9	0.005%
20	Ammonium dichromate (*2)(*3)	7789-09-5	0.005%
21	Potassium chromate (*2)(*3)	7789-00-6	0.005%
22	Sodium chromate (*2)(*3)	7775-11-3	0.005%
23	Formaldehyde, oligomeric reaction products with aniline (technical MDA) (*10)	25214-70-4	0.005%
24	1,2-Dichloroethane	107-06-2	0.005%
25	Bis(2-methoxyethyl) ether	111-96-6	0.005%
26	Arsenic acid (*2)	7778-39-4	0.005%
27	2,2'-dichloro-4,4'-methylenedianiline (MOCA)	101-14-4	0.005%
28	Dichromium tris(chromate) (*2)(*3)	24613-89-6	0.005%
29	Strontium chromate (*2)(*3)	7789-06-2	0.005%
30	Potassium hydroxyoctaoxodizincatedichromate (*2)(*3)	11103-86-9	0.005%
31	Pentazinc chromate octahydroxide (*2)(*3)	49663-84-5	0.005%
32	1-bromopropane (n-propyl bromide)	106-94-5	0.005%
33	Diisopentylphthalate	605-50-5	0.005%
34	1,2-Benzenedicarboxylic acid, di-C6-8-branched alkyl esters, C7-rich (DIHP)	71888-89-6	0.005%

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35	1,2-Benzenedicarboxylic acid, di-C7-11-branched and linear alkyl esters (DHNUP)	68515-42-4	0.005%
36	1,2-Benzenedicarboxylic acid, dipentylester, branched and linear	84777-06-0	0.005%
37	Bis(2-methoxyethyl) phthalate	117-82-8	0.005%
38	Dipentyl phthalate (DPP)	131-18-0	0.005%
39	N-pentyl-isopentylphthalate	776297-69-9	0.005%
40	Anthracene oil (*6)	90640-80-5	0.005%(*7)
41	Pitch, coal tar, high temperature (*6)	65996-93-2	0.005%(*7)
42	4-(1,1,3,3-tetramethylbutyl)phenol, ethoxylated (OPEO) [covering well-defined substances and UVCB substances, polymers and homologues]	-	0.005%
43	4-Nonylphenol, branched and linear [substances with a linear and/or branched alkyl chain with a carbon number of 9 covalently bound in position 4 to phenol, covering also UVCB- and well-defined substances which include any of the individual isomers or a combination thereof]	-	0.005%
44	1,2-Benzenedicarboxylic acid, dihexyl ester, branched and linear	68515-50-4	0.005%
45	Dihexyl phthalate	84-75-3	0.005%
46	1,2-benzenedicarboxylic acid, di-C6-10-alkyl esters; 1,2-benzenedicarboxylic acid, mixed decyl and hexyl and octyl diesters with ≥ 0.3% of dihexyl phthalate (EC No. 201-559-5)	68515-51-5 / 68648-93-1	0.005%
47	Trixylyl phosphate	25155-23-1	0.005%
48	Sodium perborate, perboric acid, sodium salt (*2) (*5)	-	0.005%
49	Sodium peroxometaborate (*2) (*5)	7632-04-4	0.005%
50	5-sec-butyl-2-(2,4-dimethylcyclohex-3-en-1-yl)-5-methyl-1,3-dioxane [1], 5-sec-butyl-2-(4,6-dimethylcyclohex-3-en-1-yl)-5-methyl-1,3-dioxane [2] [covering any of the individual stereoisomers of [1] and [2] or any combination thereof]	-	0.005%
51	2-(2H-benzotriazol-2-yl)-4,6-ditertpentylphenol (UV-328)	25973-55-1	0.005%
52	2,4-di-tert-butyl-6-(5-chlorobenzotriazol-2-yl)phenol (UV-327)	3864-99-1	0.005%
53	2-(2H-benzotriazol-2-yl)-4-(tert-butyl)-6-(sec-butyl)phenol (UV-350)	36437-37-3	0.005%
54	2-benzotriazol-2-yl-4,6-di-tert-butylphenol (UV-320)	3846-71-7	0.005%
55	Anthracene	120-12-7	0.005%
56	Bis(tributyltin) oxide (TBTO) (*4)	56-35-9	0.005%
57	Triethyl arsenate (*2)	15606-95-8	0.005%
58	Lead hydrogen arsenate (*2)	7784-40-9	0.005%
59	Cobalt dichloride (*2)	7646-79-9	0.005%
60	Acrylamide	79-06-1	0.005%
61	Anthracene oil, anthracene paste, distn. lights (*6)	91995-17-4	0.005% (*7)
62	Anthracene oil, anthracene paste, anthracene fraction (*6)	91995-15-2	
63	Anthracene oil, anthracene-low (*6)	90640-82-7	
64	Anthracene oil, anthracene paste (*6)	90640-81-6	
65	Boric acid (*2) (*5)	10043-35-3 / 11113-50-1	0.005%
66	Disodium tetraborate, anhydrous (*2) (*5)	1303-96-4 / 1330-43-4 / 12179-04-3	0.005%

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67	Tetraboron disodium heptaoxide, hydrate (*2) (*5)	12267-73-1	0.005%
68	2-Methoxyethanol	109-86-4	0.005%
69	2-Ethoxyethanol	110-80-5	0.005%
70	Cobalt(II) sulphate (*2)	10124-43-3	0.005%
71	Cobalt(II) dinitrate (*2)	10141-05-6	0.005%
72	Cobalt(II) carbonate (*2)	513-79-1	0.005%
73	Cobalt(II) diacetate (*2)	71-48-7	0.005%
74	Alkanes C10-C13, chloro (Short Chain Chlorinated Paraffins) (SCCP)	85535-84-8	0.005%
75	2-Ethoxyethyl acetate	111-15-9	0.005%
76	Hydrazine	302-01-2 / 7803-57-8	0.005%
77	1-Methyl-2-pyrrolidone (NMP)	872-50-4	0.005%
78	1,2,3-Trichloropropane	96-18-4	0.005%
79	Aluminosilicate Refractory Ceramic Fibres (RCF) (*8)	-	0.005%
80	Zirconia Aluminosilicate Refractory Ceramic Fibres (Zr-RCF) (*8)	-	0.005%
81	2-Methoxyaniline,o-Anisidine	90-04-0	0.005%
82	4-(1,1,3,3-tetramethylbutyl)phenol	140-66-9	0.005%
83	Calcium arsenate (*2)	7778-44-1	0.005%
84	Trilead diarsenate (*2)	3687-31-8	0.005%
85	N,N-dimethylacetamide (DMAC)	127-19-5	
86	Phenolphthalein	77-09-8	0.005%
87	Lead dipicrate (*2)	6477-64-1	0.005%
88	Lead diazide, Lead azide (*2)	13424-46-9	0.005%
89	Lead styphnate (*2)	15245-44-0	0.005%
90	1,2-bis(2-methoxyethoxy)ethane (TEGDME, triglyme)	112-49-2	0.005%
91	1,2-dimethoxyethane, ethylene glycol dimethyl ether (EGDME)	110-71-4	0.005%
92	Diboron trioxide (*2) (*5)	1303-86-2	0.005%
93	Formamide	75-12-7	0.005%
94	Lead(II) bis(methanesulfonate) (*2)	17570-76-2	0.005%
95	1,3,5-Tris(oxiran-2-ylmethyl)-1,3,5-triazine-2,4,6-trione (TGIC)	2451-62-9	0.005%
96	1,3,5-tris[(2S and 2R)-2,3-epoxypropyl]-1,3,5-triazine-2,4,6-(1H,3H,5H)-trione (β-TGIC)	59653-74-6	0.005%
97	4,4'-bis(dimethylamino)benzophenone (Michler's ketone), MK	90-94-8	0.005%
98	N,N,N',N'-tetramethyl-4,4'-methylenedianiline (Michler's base), RMK	101-61-1	0.005%
99	[4-[[4-anilino-1-naphthyl][4-(dimethylamino)phenyl]methylene] cyclohexa-2,5-dien-1-ylidene] dimethylammonium chloride (C.I. Basic Blue 26) [with ≥ 0.1% of Michler's ketone (EC No. 202-027-5) or Michler's base (EC No. 202-959-2)] (*2)	2580-56-5	0.005%
100	[4-[4,4'-bis(dimethylamino) benzhydrylidene]cyclohexa-2,5-dien-1-ylidene]dimethylammonium chloride (C.I. Basic Violet 3) [with ≥ 0.1% of Michler's ketone (EC No. 202-027-5) or Michler's base (EC No. 202-959-2)] (*9)	548-62-9	
101	4,4'-bis(dimethylamino)-4''-(methylamino)trityl alcohol [with ≥ 0.1% of Michler's ketone (EC No. 202-027-5) or Michler's base (EC No. 202-959-2)] (*9)	561-41-1	
102	α,α-Bis[4-(dimethylamino)phenyl]-4 (phenylamino)naphthalene-1-methanol (C.I. Solvent Blue 4) [with ≥ 0.1% of Michler's ketone (EC No. 202-027-5) or Michler's base (EC No. 202-959-2)] (*9)	6786-83-0	

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103	Bis(pentabromophenyl) ether (decabromodiphenyl ether) (DecaBDE)	1163-19-5	0.005%
104	Pentacosafuorotridecanoic acid	72629-94-8	0.005%
105	Tricosafuorododecanoic acid	307-55-1	0.005%
106	Henicosafuoroundecanoic acid	2058-94-8	0.005%
107	Heptacosafuorotetradecanoic acid	376-06-7	0.005%
108	Diazene-1,2-dicarboxamide (C,C'-azodi(formamide)) (ADCA) (*11)	123-77-3	0.05%
109	Cyclohexane-1,2-dicarboxylic anhydride [1], cis-cyclohexane-1,2-dicarboxylic anhydride [2], trans-cyclohexane-1,2-dicarboxylic anhydride [3] [The individual cis- [2] and trans- [3] isomer substances and all possible combinations of the cis- and trans-isomers [1] are covered by this entry]	85-42-7 / 13149-00-3 / 14166-21-3	0.005%
110	Hexahydromethylphthalic anhydride (MHHPA) [1], Hexahydro-4-methylphthalic anhydride [2], Hexahydro-1-methylphthalic anhydride [3], Hexahydro-3-methylphthalic anhydride [4] [The individual isomers [2], [3] and [4] (including their cis- and trans- stereo isomeric forms) and all possible combinations of the isomers [1] are covered by this entry]	25550-51-0 / 19438-60-9 / 48122-14-1 / 57110-29-9	0.005%
111	N,N-dimethylformamide	68-12-2	0.005%
112	1,2-Diethoxyethane	629-14-1	0.005%
113	Diethyl sulphate	64-67-5	0.005%
114	Methoxyacetic acid (MAA)	625-45-6	0.005%
115	Dimethyl sulphate	77-78-1	0.005%
116	N-methylacetamide	79-16-3	0.005%
117	Furan	110-00-9	0.005%
118	Methyloxirane (Propylene oxide)	75-56-9	0.005%
119	3-ethyl-2-methyl-2-(3-methylbutyl)-1,3-oxazolidine	143860-04-2	0.005%
120	Dibutyltin dichloride (DBTC) (*15)	683-18-1	0.005%
121	Dinoseb (6-sec-butyl-2,4-dinitrophenol)	88-85-7	0.005%
122	4,4'-methylenedi-o-toluidine	838-88-0	0.005%
123	4,4'-oxydianiline and its salts	101-80-4	0.005%
124	4-Aminoazobenzene	60-09-3	0.005%
125	4-methyl-m-phenylenediamine (toluene-2,4-diamine)	95-80-7	0.005%
126	6-methoxy-m-toluidine (p-cresidine)	120-71-8	0.005%
127	Biphenyl-4-ylamine	92-67-1	0.005%
128	o-aminoazotoluene	97-56-3	0.005%
129	o-Toluidine	95-53-4	0.005%
130	Acetic acid, lead salt, basic (*2)	51404-69-4	0.005%
131	Trilead bis(carbonate) dihydroxide (*2)	1319-46-6	0.005%
132	Lead oxide sulfate (*2)	12036-76-9	0.005%
133	[Phthalato(2-)]dioxotrilead (*2)	69011-06-9	0.005%
134	Dioxobis(stearato)trilead (*2)	12578-12-0	0.005%
135	Fatty acids, C16-18, lead salts (*2)	91031-62-8	0.005%
136	Lead bis(tetrafluoroborate) (*2)	13814-96-5	0.005%
137	Lead cyanamidate (*2)	20837-86-9	0.005%
138	Lead dinitrate (*2)	10099-74-8	0.005%
139	Lead monoxide (lead oxide) (*2)	1317-36-8	0.005%
140	Orange lead (lead tetroxide) (*2)	1314-41-6	0.005%

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141	Lead titanium trioxide (*2)	12060-00-3	0.005%
142	Lead titanium zirconium oxide (*2)	12626-81-2	0.005%
143	Pyrochlore, antimony lead yellow (*2)	8012-00-8	0.005%
144	Pentalead tetraoxide sulphate (*2)	12065-90-6	0.005%
145	Silicic acid (H ₂ Si ₂ O ₅), barium salt (1:1), lead-doped [with lead (Pb) content above the applicable generic concentration limit for 'toxicity for reproduction' Repr. 1A (CLP) or category 1 (DSD), the substance is a member of the group entry of lead compounds, with index number 082-001-00-6 in Regulation (EC) No 1272/2008] (*2)	68784-75-8	0.005%
146	Silicic acid, lead salt (*2)	11120-22-2	0.005%
147	Sulfurous acid, lead salt, dibasic (*2)	62229-08-7	0.005%
148	Tetraethyllead (*2)	78-00-2	0.005%
149	Tetralead trioxide sulphate (*2)	12202-17-4	0.005%
150	Trilead dioxide phosphonate (*2)	12141-20-7	0.005%
151	Ammonium pentadecafluorooctanoate (APFO) (*12)	3825-26-1	0.005%
152	Pentadecafluorooctanoic acid (PFOA)	335-67-1	0.005%
153	Cadmium (*2)	7440-43-9	0.005%
154	Cadmium oxide (*2)	1306-19-0	0.005%
155	4-Nonylphenol, branched and linear, ethoxylated (NPEO) [substances with a linear and/or branched alkyl chain with a carbon number of 9 covalently bound in position 4 to phenol, ethoxylated covering UVCB- and well-defined substances, polymers and homologues, which include any of the individual isomers and/or combinations thereof]	-	0.005%
156	Imidazolidine-2-thione; (2-imidazoline-2-thiol)	96-45-7	0.005%
157	Disodium 3,3'-[[1,1'-biphenyl]-4,4'-diylbis(azo)]bis(4-aminonaphthalene-1-sulphonate) (C.I. Direct Red 28)	573-58-0	0.005%
158	Disodium 4-amino-3-[[4'-[(2,4-diaminophenyl)azo][1,1'-biphenyl]-4-yl]azo]-5-hydroxy-6-(phenylazo)naphthalene-2,7-disulphonate (C.I. Direct Black 38)	1937-37-7	0.005%
159	Lead di(acetate) (*2)	301-04-2	0.005%
160	Cadmium sulphide (*2)	1306-23-6	0.005%
161	Cadmium chloride (*2)	10108-64-2	0.005%
162	Cadmium fluoride (*2)	7790-79-6	0.005%
163	Cadmium sulphate (*2)	10124-36-4 / 31119-53-6	0.005%
164	2-ethylhexyl 10-ethyl-4,4-dioctyl-7-oxo-8-oxa-3,5-dithia-4-stannatetradecanoate (DOTE) (*13)	15571-58-1	0.005%
165	Reaction mass of 2-ethylhexyl 10-ethyl-4,4-dioctyl-7-oxo-8-oxa-3,5-dithia-4-stannatetradecanoate and 2-ethylhexyl 10-ethyl-4-[[2-[(2-ethylhexyl)oxy]-2-oxoethyl]thio]-4-octyl-7-oxo-8-oxa-3,5-dithia-4-stannatetradecanoate (reaction mass of DOTE and MOTE) (*14)	-	0.005%
166	1,3-propanesultone	1120-71-4	0.005%
167	Nitrobenzene	98-95-3	0.005%
168	Perfluorononan-1-oic-acid and its sodium and ammonium salts	375-95-1 21049-39-8 4149-60-4	0.005%
169	Benzo[def]chrysene (Benzo[a]pyrene)	50-32-8	0.005%
170	4,4'-isopropylidenediphenol (bisphenol A)	80-05-7	0.005%
171	Nonadecafluorodecanoic acid (PFDA) and its sodium and ammonium salts	335-76-2 3830-45-3 3108-42-7	0.005%
172	4-heptylphenol, branched and linear [substances with a linear and/or branched alkyl chain with a carbon number of 7 covalently bound predominantly in position 4 to phenol, covering also UVCB- and well-defined substances which include any of the individual isomers or a combination thereof]	-	0.005%

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173	<i>p</i> -(1,1-dimethylpropyl)phenol	80-46-6	0.005%
174	Perfluorohexane-1-sulfonic acid and its salts (PFHxS)	-	0.005%
175	Chrysene	218-01-9	0.005%
176	Benzo[a]anthracene	56-55-3	0.005%
177	Cadmium nitrate(*2)	10325-94-7	0.005%
178	Cadmium hydroxide(*2)	21041-95-2	0.005%
179	Cadmium carbonate(*2)	513-78-0	0.005%
180	1,6,7,8,9,14,15,16,17,17,18,18- Dodecachloropentacyclo [12.2.1.16,9.02,13.05,10]octadeca-7,15-diene ("Dechlorane Plus"™) [covering any of its individual anti- and syn-isomers or any combination thereof]	-	0.005%
181	Reaction products of 1,3,4-thiadiazolidine-2,5-dithione, formaldehyde and 4-heptylphenol, branched and linear (RP-HP) [with ≥0.1% w/w 4-heptylphenol, branched and linear]	-	0.005%
182	Benzene-1,2,4-tricarboxylic acid 1,2 anhydride (trimellitic anhydride, TMA)	552-30-7	0.005%
183	Dicyclohexyl phthalate (DCHP)	84-61-7	0.005%
184	Terphenyl, hydrogenated	61788-32-7	0.005%
185	Octamethylcyclotetrasiloxane (D4)	556-67-2	0.005%
186	Decamethylcyclopentasiloxane (D5)	541-02-6	0.005%
187	Dodecamethylcyclohexasiloxane (D6)	540-97-6	0.005%
188	Ethylenediamine (EDA)	107-15-3	0.005%
189	Lead	7439-92-1	0.005%
190	Disodium octaborate (*2)(*5)	12008-41-2	0.005%
191	Benzo[ghi]perylene	191-24-2	0.005%
192	2,2-bis(4'-hydroxyphenyl)-4-methylpentane	6807-17-6	0.005%
193	Benzo[k]fluoranthene	207-08-9	0.005%
194	Fluoranthene	206-44-0	0.005%
195	Phenanthrene	85-01-8	0.005%
196	Pyrene	129-00-0	0.005%
197	1,7,7-trimethyl-3-(phenylmethylene)bicyclo[2.2.1]heptan- 2-one	15087-24-8	0.005%
198	2-methoxyethyl acetate	110-49-6	0.005%
199	Tris(4-nonylphenyl, branched and linear) phosphite (TNPP) with ≥ 0.1% w/w of 4-nonylphenol, branched and linear (4-NP)	-	0.005%
200	2,3,3,3-tetrafluoro-2-(heptafluoropropoxy)propionic acid, its salts and its acyl halides (covering any of their individual isomers and combinations thereof)	-	0.005%
201	4-tert-butylphenol	98-54-4	0.005%
202	Diisohexyl phthalate (DiHexP)	71850-09-4	0.005%
203	2-benzyl-2-dimethylamino-4'-morpholinobutyrophenone	119313-12-1	0.005%
204	2-methyl-1-(4-methylthiophenyl)-2-morpholinopropan-1-one	71868-10-5	0.005%
205	Perfluorobutane sulfonic acid (PFBS) and its salts	-	0.005%
206	1-vinylimidazole	1072-63-5	0.005%
207	2-methylimidazole	693-98-1	0.005%
208	Butyl 4-hydroxybenzoate	94-26-8	0.005%
209	Dibutylbis(pentane-2,4-dionato-O,O')tin(*15)	22673-19-4	0.005%
210	Bis(2-(2-methoxyethoxy)ethyl)ether	143-24-8	0.005%
211	Dioctyltin dilaurate, stannane, dioctyl-, bis(coco acyloxy) derivs., and any other stannane, dioctyl-, bis(fatty acyloxy) derivs. wherein C12 is the predominant carbon number of the fatty acyloxy moiety (*13)	-	0.005%
212	2-(4-tert-butylbenzyl)propionaldehyde and its individual stereoisomers	-	0.005%

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213	Orthoboric acid, sodium salt (*2) (*5)	13840-56-7	0.005%
214	2,2-bis(bromomethyl)propane 1,3-diol (BMP) 2,2-dimethylpropan-1-ol, tribromo derivative/3-bromo-2,2-bis(bromomethyl)-1-propanol (TBNPA) 2,3-dibromo-1-propanol (2,3-DBPA)	3296-90-0 / 36483-57-5 / 1522-92-5 / 96-13-9	0.005%
215	Glutaral	111-30-8	0.005%
216	Medium-chain chlorinated paraffins (MCCP) [UVCB substances consisting of more than or equal to 80% linear chloroalkanes with carbon chain lengths within the range from C14 to C17]	-	0.005%
217	Phenol, alkylation products (mainly in para position) with C12-rich branched or linear alkyl chains from oligomerisation, covering any individual isomers and/ or combinations thereof (PDDP)	-	0.005%
218	1,4-dioxane	123-91-1	0.005%
219	4,4'-(1-methylpropylidene)bisphenol	77-40-7	0.005%
220	tris(2-methoxyethoxy)vinylsilane	1067-53-4	0.005%
221	S-(tricyclo(5.2.1.0'2,6)deca-3-en-8(or 9)-yl O-(isopropyl or isobutyl or 2-ethylhexyl) O-(isopropyl or isobutyl or 2-ethylhexyl) phosphorodithioate	255881-94-8	0.005%
222	6,6'-di-tert-butyl-2,2'-methylenedi-p-cresol	119-47-1	0.005%
223	(±)-1,7,7-trimethyl-3-[(4-methylphenyl)methylene]bicyclo[2.2.1]heptan-2-one covering any of the individual isomers and/or combinations thereof (4-MBC) (3E)-1,7,7-trimethyl-3-(4-methylbenzylidene)bicyclo[2.2.1]heptan-2-one (1R,3E,4S)-1,7,7-trimethyl-3-(4-methylbenzylidene)bicyclo[2.2.1]heptan-2-one (1S,3Z,4R)-1,7,7-trimethyl-3-(4-methylbenzylidene)bicyclo[2.2.1]heptan-2-one (±)-1,7,7-trimethyl-3-[(4-methylphenyl)methylene]bicyclo[2.2.1]heptan-2-one (1R,4S)-1,7,7-trimethyl-3-(4-methylbenzylidene)bicyclo[2.2.1]heptan-2-one (1S,3E,4R)-1,7,7-trimethyl-3-(4-methylbenzylidene)bicyclo[2.2.1]heptan-2-one (1R,3Z,4S)-1,7,7-trimethyl-3-(4-methylbenzylidene)bicyclo[2.2.1]heptan-2-one	- 1782069-81-1 95342-41-9 852541-25-4 36861-47-9 741687-98-9 852541-30-1 852541-21-0	0.005%

Remark:

- (*2) The substances are tested and calculated in terms of its respective elements and to the worst-case scenario. The report states the theoretical value of SVHC substances without consideration of the actual occurrence in the article.
- (*3) The substances are tested and calculated in terms of Cr (VI).
- (*4) The substance is tested and calculated in terms of Tributyl tin.
- (*5) The substances are confirmed and tested in terms of borate and the borate may come from the compounds other than SVHCs.
- (*6) The substances are UVCB (substance of unknown or variable composition, complex reaction products or biological materials), which are identified by its main constituents.
- (*7) Individual concentrations to the constituent of UVCB with an amount of < 0.01% were not considered by the calculation of the sum.
- (*8) The test results are based on microscopic and chemical evaluation.
- (*9) The substances are quantified in terms of Michler's ketone and Michler's base by LC-MS, as Michler's ketone or Michler's base was found exceeds 0.01%.
- (*10) The content oligomer is determined by Py-GC/MS.
- (*11) The content of diazene-1,2-dicarboxamide is analyzed in terms of its breakdown product.
- (*12) The substance is tested in terms of pentadecafluorooctanoate.
- (*13) The substance is tested and calculated in terms of Dioctyl tin.
- (*14) The substance is tested and calculated in terms of Monooctyl tin and Dioctyl tin.
- (*15) The substance is tested and calculated in terms of Dibutyl tin
- (*16) The tested material(s) was screened only for selected SVHCs. Selection of tests refers to the material type and application and the possibility of contamination during production & material specific contamination of the product.
- (*17) The other SVHCs which are not mentioned in test result were either not subject to testing according to remark *16 or less than report limit.

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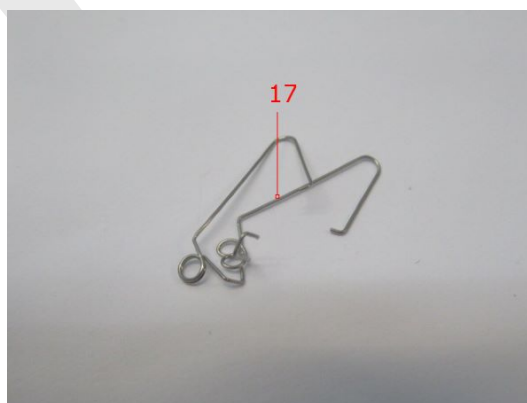
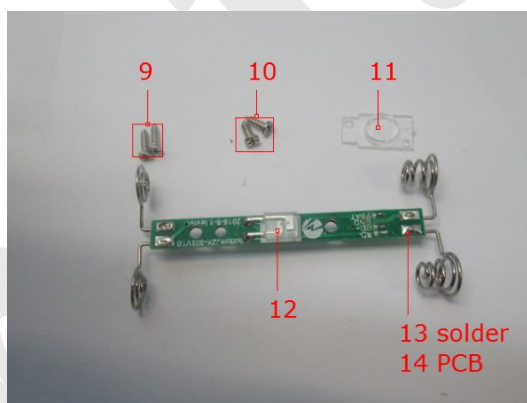
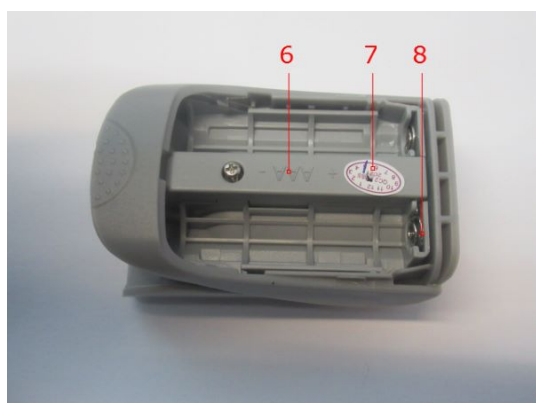
- (*18) Specific element(s) was/were detected in the sample. Based on the information provided by client, the element(s) in the article may come from the compounds other than SVHCs.
- (*19) Borate was detected in the sample. Based on the information provided by client, the article may contain the mentioned SVHC.
- (*20) According to customer's requirement, the composite test was performed for the articles having sufficient sample weight to be tested.

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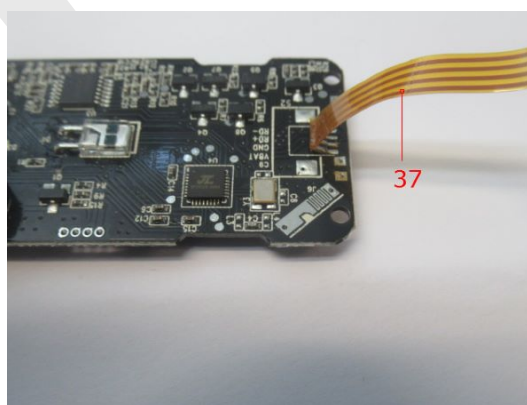
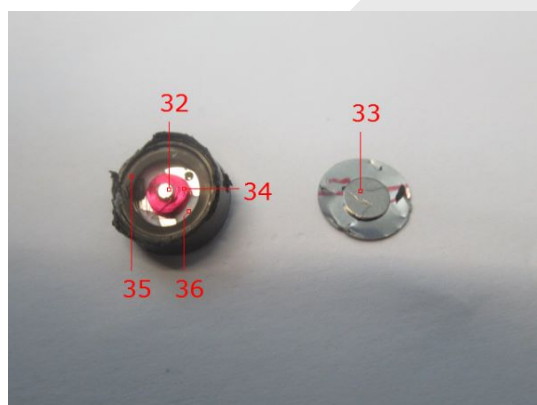
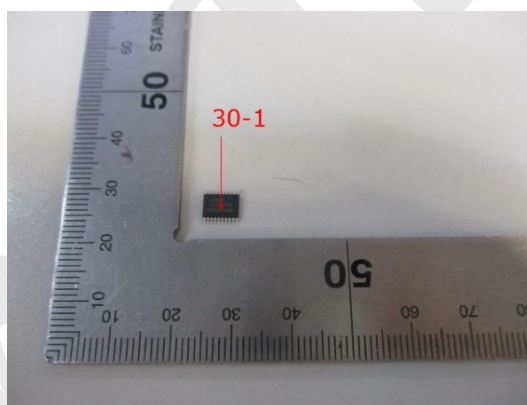
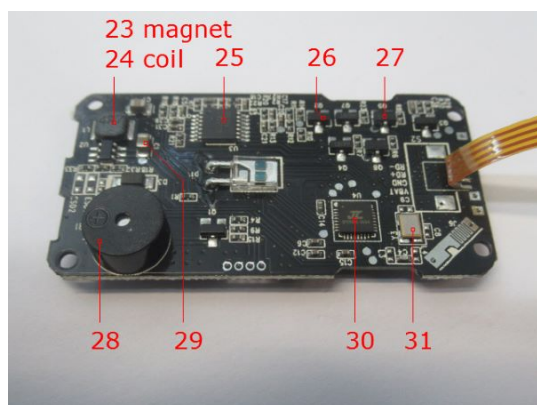
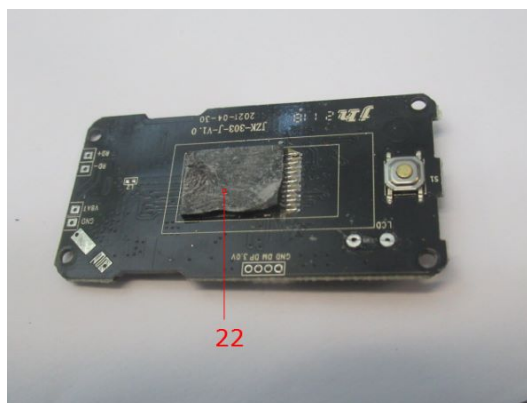
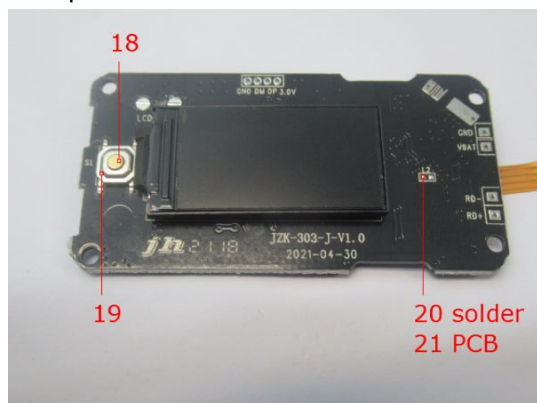
Sample Photos



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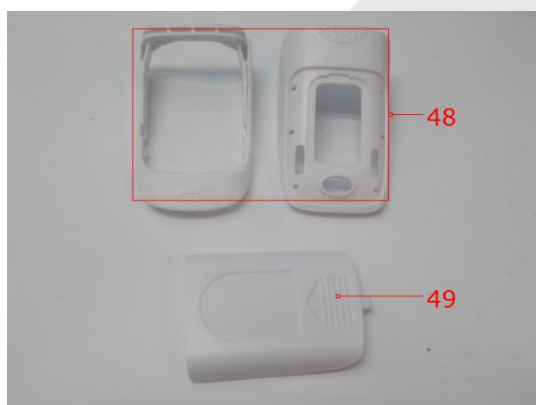
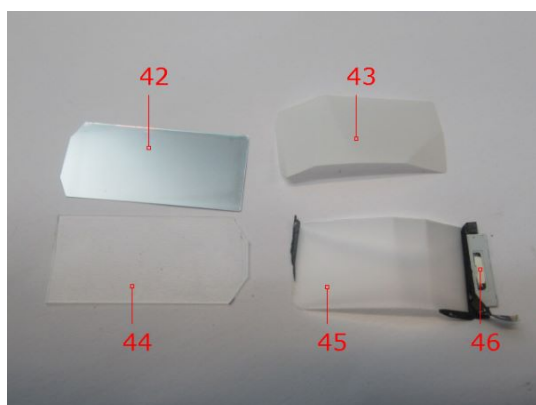
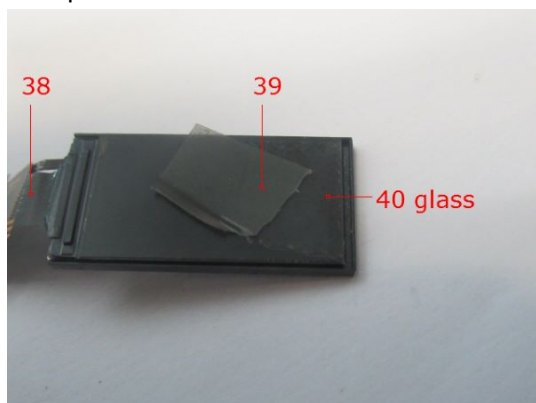
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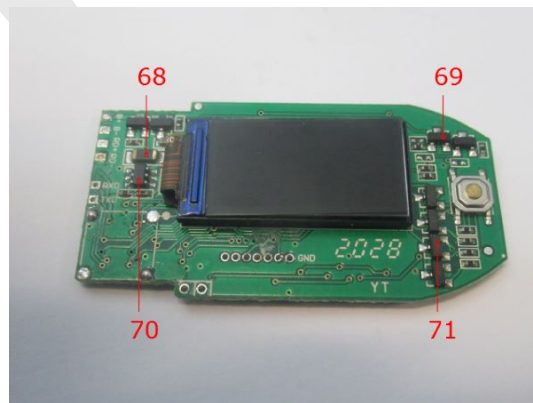
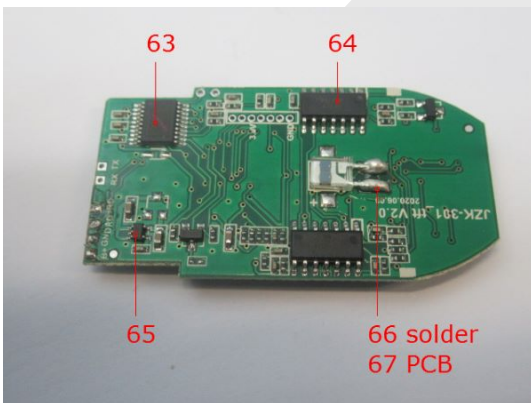
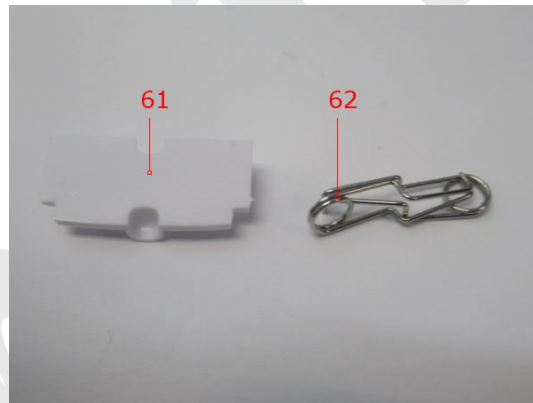
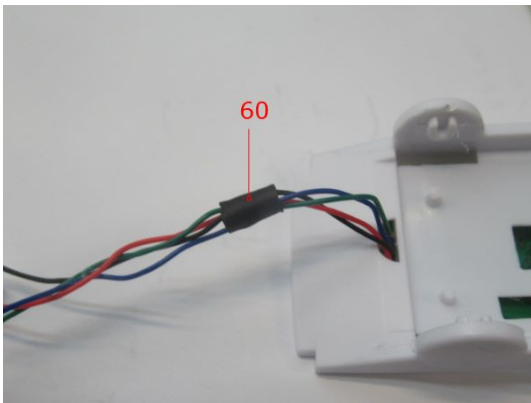
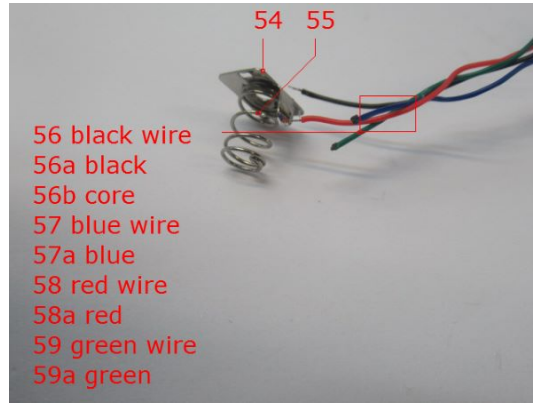
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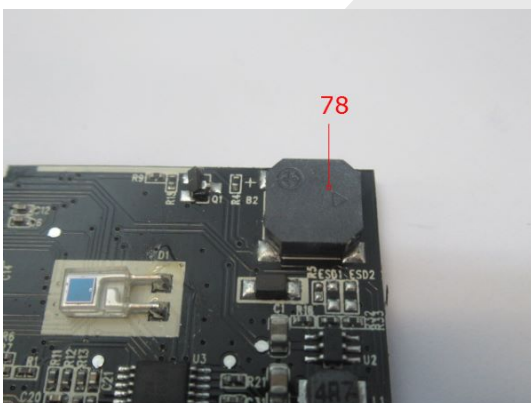
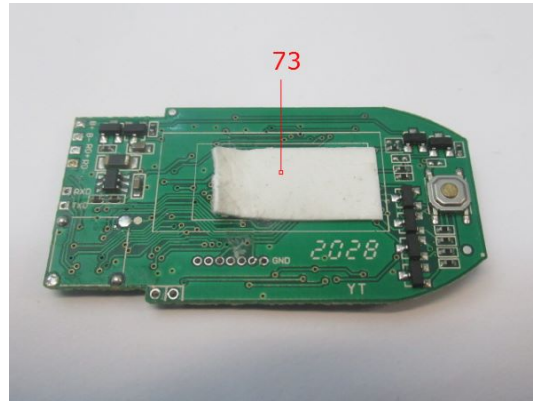
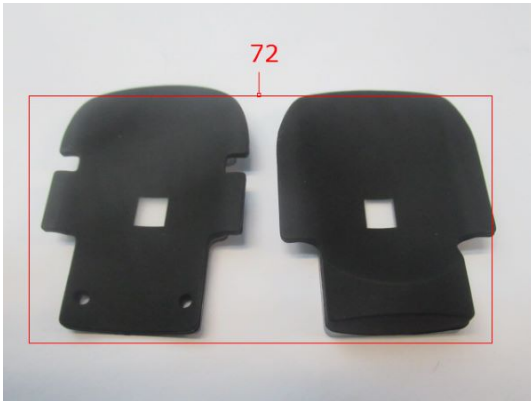
Sample Photos



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Product



Product

- 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") 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 hereto refers to Mainland China, Hong Kong and Taiwan. The client hereto 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 sale of goods or services;
- (ii) the incorporated or unincorporated entity duly organized, validly existing and capable to form legally binding contracts under the applicable law.
- 1.2 The following terms and conditions apply to agreed services including consultancy services, information, deliveries and similar services as well as ancillary services and other secondary obligations provided within the scope of contract performance.
- 1.3 Any standard terms and conditions of the client of any nature shall not apply and shall hereby be expressly excluded. No standard 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 event of an ongoing business relationship with the client, this GTBCB shall apply to future contracts with the client without TÜV Rheinland having to refer to them separately in each individual case.
2. **Quotations**
- Unless otherwise agreed, all quotations submitted by TÜV Rheinland can be changed by TÜV Rheinland without notice prior to its acceptance and confirmation by the other party.
3. **Coming into effect and duration of contracts**
- 3.1 The contract shall come into effect for the agreed terms upon the quotation letter of TÜV Rheinland or a separate contractual document being signed by both contracting parties, or upon the works requested by the client being carried out by TÜV Rheinland. If the client instructs TÜV Rheinland without receiving a quotation from TÜV Rheinland (quotation), TÜV Rheinland is, in its sole discretion, entitled to accept the order by giving written notice of such acceptance (including notice sent via electronic means) or by performing the requested services.
- 3.2 The contract term starts upon the coming into effect of the contract in accordance with article 3.1 and shall continue for the term agreed in the contract.
- 3.3 If the contract provides for an extension of the contract term, the contract term will be extended by the term provided for in the contract unless terminated in writing by either party with a 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 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 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 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 checking of the safety programmes or safety regulations on which the inspections are based, unless otherwise expressly agreed in writing.
- 4.6 If mandatory legal regulations and standards or official requirements for the agreed service scope change after conclusion of the contract, with a written notice to the client, TÜV Rheinland shall be entitled to 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 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 in writing by the client. In particular, they shall only be binding 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 5.2 also apply to the agreed services. In particular, they shall only be binding if binding periods of performance have been agreed 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, if the client has not provided TÜV Rheinland with all documents and information required for the performance of the service as specified in the contract.
- 5.4 If the performance of TÜV Rheinland is delayed due to unforeseeable circumstances such as force majeure, strikes, business, 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.
- 5.5 If the client is obliged to comply with legal, officially prescribed and/or by the accreditator prescribed deadlines, it is the client's responsibility to agree on performance dates with TÜV Rheinland, which 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 contractually agreed conditions.
- 6.2 Design documents, supplies, auxiliary staff, etc. necessary for performance of the services shall be made available free of charge to the client. Moreover, collaborative work 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 Disputes 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 contractor/under prior notice and ii) withdraw the issued testing report/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 without such an agreement, the 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, the price shall be made in accordance with the price list of TÜV Rheinland valid at the time of performance.
- 7.2 Unless otherwise agreed, the price to be invoiced according to the progress of the work.
- 7.3 If the execution of an order extends over more than one month and the value of the contract or the agreed fixed price exceeds €2,500.00 or equivalent value in local currency, TÜV Rheinland may demand payments on account or in instalments.
8. **Payment terms**
- 8.1 All invoice amounts shall be due for payment within 30 days of the invoice date without deduction on receipt of the invoice. No discounts and rebates shall be granted.
- 8.2 Payments shall be made to the account of TÜV Rheinland as indicated on the invoice, stating the invoice and client numbers.
- 8.3 In cases of default of payment, TÜV Rheinland shall be entitled to claim default interest at the applicable short term loan interest rate publicly announced by a reputable commercial bank in the country where TÜV Rheinland is located. At the same time, TÜV Rheinland reserves the right to claim further damages.
- 8.4 Should the 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.
- 8.5 The provisions forth and forth shall also apply to cases of returning returned checks, cessation of payment, commencement of insolvency proceedings against the client's assets or cases in which the commencement of insolvency proceedings has been dismissed due to lack of assets.
- 8.6 Objections to the invoices of TÜV Rheinland shall be submitted in writing within two weeks of receipt of the invoice.
- 8.7 TÜV Rheinland shall be entitled to demand appropriate advance payments.
- 8.8 TÜV Rheinland shall be entitled to raise its fees at the beginning of a month if overheads and/or purchase costs have increased. In this case, TÜV Rheinland shall notify the client in writing of the rise in fees. This notification shall be issued one month prior to the date on which the rise in fees shall come into effect (period of notice of changes in fees). If the rise in fees remains under 5% per contractual year, the client shall not have the right to terminate the contract. If the rise in fees exceeds 5% per contractual year, the client shall be entitled to terminate the contract by the end of the period of notice of changes in fees. If the contract is not terminated, the changed fees shall be deemed to have been agreed upon by the time of the expiry of the notice period.
- 8.9 Only legally established and undisputed claims may be offset against claims by TÜV Rheinland.
- 8.10 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 setoff against any fees paid by the client under any contracts, agreement and/or orders/quotations reached with TÜV Rheinland.
9. **Acceptance of work**

- 9.1 Any part of the work result ordered which is complete in itself may be presented by TÜV Rheinland for acceptance as an instalment. The client 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-Off 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 personnel data, confidential or intangible, that are supplied, transferred or otherwise disclosed by one Party (the "disclosing party") to the other Party (the "receiving party"), in writing or orally, in printed or electronic format. Confidential information is expressly not the data and know-how collected, compiled or otherwise obtained by the receiving party (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 supplier (e.g. WeChat, email) for confidential information (non-personal and not proprietary to the client) within the scope of the provision of services by 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 the disclosing party discloses to the receiving party shall be confidential information 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 order to fulfil its contractual obligations under the contract;
- c) may not 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 may 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 confidentiality as set forth in the confidentiality obligations of the disclosing party. The receiving party shall ensure that the confidentiality obligations of the disclosing party are passed on to the employees who need this information to perform the services required for the contract.
- 10.6 The receiving party shall ensure that the confidentiality obligations of the disclosing party are passed on to the employees who need this information to perform the services required for the contract.
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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 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 services, we may also process sensitive personal data. TÜV Rheinland will use and process the data in accordance with the relevant legal basis. If any personal data has to be disclosed or transferred to any third party or any overseas party outside of the district in which the personal data was collected, the client 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, reference samples or documentations must be made available to TÜV Rheinland upon request promptly and free of charge. If the client, in response to such a request, is incapable of making available the reference samples and/or documentations, any liability claims for material and pecuniary damage caused by the client's failure to provide 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.
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 consisting in one contract, each of the combined parts of the contract individually and independently of the termination 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 force majeure event (at least three times).
- 16.2 For good causes, TÜV Rheinland may consider giving a written notice to the client to terminate the contract unless limited in time by the following conditions:
- a) the client does not immediately notify TÜV Rheinland of changes in the conditions within the company which are relevant for certification or certificate of conformity;
- b) the client misuses the certificate or certificate of conformity 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 other, 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 If 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 responsible for the event or circumstance, and it is reasonable to expect 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 Party.
- 17.2 In the absence of proof to the contrary, the following events affecting a Party shall be presumed to fulfil the 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 and military or usurped power, insurrection, act of terrorism, sabotage or piracy; (ii) currency and trade restriction, embargo, sanction; (iii) act of authority whether lawful or unlawful; (iv) epidemic, pandemic, plague, pestilence, or other contagious disease, quarantine, requisition, nationalization; (v) plague, epidemic, national disaster or extreme natural disaster; (vi) explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system, power supply, or other essential services; (vii) general labor disturbance such as boycott, strike and lock-out, go-slow, occupation of facilities and premises.
- 17.3 The Party successfully invoking this Clause is relieved from its duty to perform its obligations under the contract and from its liability for any damages or from any other contractual consequences 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 in writing, the Parties 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.
- 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.
- 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.
- 19.5 Unless otherwise stipulated in the contract, if no settlement or no agreement in respect of the extension of the negotiation period can be reached within two months of the arising of the dispute, the dispute shall be submitted:
- (a) in the case of TÜV Rheinland in question being legally registered and existing in the People's Republic of China, to China International Economic and Trade Arbitration Commission (CIETAC) to be settled by arbitration under the Arbitration Rules of CIETAC in force when the arbitration is submitted. The arbitration shall take place in Beijing, Shanghai, Shenzhen or Chongqing as appropriately chosen by the claiming party.
- (b) in the case of TÜV Rheinland in question being legally registered and existing in Taiwan, to Chinese Arbitration Association, Taipei 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 in question 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 the then current Rules of Arbitration. 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.