Test Report -Products





R	Peport No.:	180236791a 001	Page 1 of 8
С	lient:	REPT BATTERO ENERGY CO., LTD.	
С	Contact Information:	No. 205, Binhai 6th Road, Konggang New District, Lo Wenzhou Zhejiang, P.R. China	ngwan District,
	lentification/ lodel No(s):	Rechargeable Prismatic Lithium-ion Cell CB3914895EA	
S	ample obtaining method:	Sending by customer	
С	Condition at delivery:	Test item complete and undamaged.	
S	ample Receiving date:	2022-06-10	
T	esting Period:	2022-06-10 to 2022-06-20	
P	lace of testing:	Chemical laboratory Ningbo	
7	est Specification:		Test result:
С	ustomer's requirement:		

Customer's requirement:

 Cadmium, Lead, Chromium (VI), Mercury, Polybrominated biphenyls (PBB) and Polybrominated diphenyl ethers (PBDE), ROHS Phthalates (BBP, DBP, DEHP, DIBP) According to RoHS(recast): Restriction of the Use of Certain Hazardous

Substances in Electrical and Electronic Equipment, 2011/65/EU Annex II and its amendment Directive (EU) 2015/863

## Other information:

Country of Origin: China

PASS

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

2022-06-22

Date

Zhou Zoey / Project Manager

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.

TÜV Rheinland/CCIC (Ningbo) Co., Ltd. · 3F Building C13, R&D Park, No.32, Lane 299 Guanghua Road, National Hi-Tech Zone, Ningbo, 315048, P. R. China Tel.: +86 574 8767 1566 · Fax: +86 574 8767 2566 · Mail: service-gc@tuv.com · Web:www.chn.tuv.com



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#### Material List:

Item:

Rechargeable Prismatic Lithium-ion Cell

CB3914895EA

Material No.	Material	Color	Location
A001	Metal	silver	refer to photo
A002	Metal	silver	refer to photo
A003	Metal	silver	refer to photo
A004	Metal	golden	refer to photo
A005	Metal	golden	refer to photo
A006	Plastic	black	refer to photo
A007	Plastic	blue	refer to photo
A008	Plastic	blue	refer to photo
A009	Plastic	white	refer to photo
A010	Plastic	transparent	refer to photo
A011	Plastic	black	refer to photo
A012	Metal	copper	refer to photo
A013	Plastic	black	refer to photo
A014	Metal	silver	refer to photo
A015	Plastic	transparent	refer to photo



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## 1.Screening Test by XRF spectroscopy

Test Method: Cadmium, Lead, Mercury, Chromium, Bromine -- With reference to IEC 62321-3-1:2013

## **Test Result:**

Material No.	Cd	Cr	Pb	Hg	Br	
A001	BL	BL	BL	BL	n.a.	
A002	BL	BL	BL	BL	n.a.	
A003	BL	BL	BL	BL	n.a.	
A004	BL	BL 💙	BL	BL	n.a.	
A005	BL	BL	BL	BL	n.a.	
A006	BL	BL	BL	BL	d.(*1)	
A007	BL	BL	BL	BL	BL	
A008	BL	BL	BL	BL	BL	
A009	BL	BL	BL	BL	BL	
A010	BL	BL	BL	BL	BL	
A011	BL	BL	BL	BL	BL	
A012	BL	BL	BL	BL	n.a.	
A013	BL	BL	BL	BL	BL	
A014	BL	BL	BL	BL	n.a.	
A015	BL	BL	BL	BL	BL	

#### Abbreviation: Pb

I D	-	Leau
Cd	=	Cadmium
Hg	=	Mercury
Cr	=	Chromium
Br	=	Bromine
n.a.	=	Not appliable
BL	=	Below limit
OL	=	Over limit
d.	=	Detected

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#### Remark:

- (\*1) The screening result was detected in the inconclusive region or over limits, thus the further wet chemistry tests are suggested.
- Component(s)/ materials(s) with an area of less than 2 mm x 2 mm will not be selected for testing (\*2) according to RoHS Directive 2011/65/EU due to technical reason. For the test sample does not have detail materials information provided by client, visually identical materials (e.g. wire insulation, solder points, etc.) will be considered as the same material. Solder points on a printing circuit board will be examined several times based on optical anomalies or discoloration of the solder point(s) unless the solder point(s) is obviously generated automatically during production.

All other materials will be sampled and tested at one test point representatively.

XRF Screening limits for different matrices :

	Concentration (%)								
Material	Material Cd		Pb	Hg	Br				
Polymeric	BL≤0.006 <x<0.014≤ OL</x<0.014≤ 	BL≤0.064 <x< th=""><th>BL≤0.067<x<0.133≤ OL</x<0.133≤ </th><th>BL≤0.066<x< 0.134≤OL</x< </th><th>BL≤0.029<x< th=""></x<></th></x<>	BL≤0.067 <x<0.133≤ OL</x<0.133≤ 	BL≤0.066 <x< 0.134≤OL</x< 	BL≤0.029 <x< th=""></x<>				
Metallic	BL≤0.006 <x<0.014≤ OL</x<0.014≤ 	BL≤0.064 <x< th=""><th>BL≤0.067<x<0.133≤ OL</x<0.133≤ </th><th>BL≤0.066<x< 0.134≤OL</x< </th><th>n.a.</th></x<>	BL≤0.067 <x<0.133≤ OL</x<0.133≤ 	BL≤0.066 <x< 0.134≤OL</x< 	n.a.				
Composite materials	BL≤0.004 <x<0.016≤ OL</x<0.016≤ 	BL≤0.044 <x< th=""><th>BL≤0.047<x<0.153≤ OL</x<0.153≤ </th><th>BL≤0.046<x< 0.154≤OL</x< </th><th>BL≤0.024<x< th=""></x<></th></x<>	BL≤0.047 <x<0.153≤ OL</x<0.153≤ 	BL≤0.046 <x< 0.154≤OL</x< 	BL≤0.024 <x< th=""></x<>				

Remark: The symbol "X" marks the region where further investigation is necessary.



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# 2.Cadmium, Lead, Chromium (VI), Mercury, Polybrominated biphenyls (PBB) and Polybrominated diphenyl ethers (PBDE)

Test Method:

- d: Total Cadmium, Lead, Mercury, Chromium
  - Ref. to IEC 62321-4:2013+AMD1:2017 and IEC 62321-5:2013

#### Chromium (VI)

- For Metal material Ref. to IEC 62321-7-1:2015
- For Plastic or Electronic material Ref. to IEC 62321-7-2:2017
- For Leather material Ref. to EN ISO 17075-1:2017

PBBs, PBDEs - Ref. to IEC 62321-6:2015

#### **Test Result:**

	Cd	Cr(VI)	Pb	Hg	PBBs (*)	PBDEs (*)
Maximum Permissible Limit (%)	0.01	0.1	0.1	0.1	0.1	0.1

	137		(%	)		
Material No.	Cd	Cr^	Pb	Hg	PBBs (*)	PBDEs (*)
Material NO.	RL (%)					
THU	0.001	0.001	0.001	0.001	0.01	0.01
A006	n.a.	n.a.	n.a.	n.a.	< RL	< RL

Abbreviation:

Pb = Lead Cd = Cadmium Hg = Mercury Cr = Chromium Cr (VI) = Chromium (VI) PBBs = Total Polybrominated Biphenyls PBDEs = Total Polybrominated Diphenyl Ethers < = less than RL = Reporting Limit n.a. = Not Applicable ^ = The total Chromium have been determined % = percentage



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### Remark:

(\*) The reporting limit for each individual PBBs and individual PBDEs are :

	Reporting Limit (%)	
	Bromobiphenyl	0.01
	Dibromobiphenyl	0.01
	Tribromobiphenyl	0.01
	Tetrabromobiphenyl	0.01
PBBs	Pentabromobiphenyl	0.01
	Hexabromobiphenyl	0.01
	Heptabromobiphenly	0.01
	Octabromobiphenyl	0.01
	Nonabromobiphenyl	0.01
	Decabromobiphenyl	0.01
	Bromodiphenylether	0.01
	Dibromodiphenyl ether	0.01
	Tribromodiphenyl ether	0.01
	Tetrabromodiphenyl ether	0.01
PBDEs	Pentabromodiphenyl ether	0.01
	Hexabromodiphenyl ether	0.01
	Heptabromodiphenyl ether	0.01
	Octabromodiphenyl ether	0.01
	Nonabromodiphenyl ether	0.01
	Decabromodiphenyl ether	0.01



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# 3. BBP, DBP, DEHP, DIBP content

Test Method: IEC 62321-8:2017

## **Test Result:**

	BBP	DBP	DEHP	DIBP
Maximum permissible Limit (%)	0.1	0.1	0.1	0.1

		(%)				
Test No.	Material No.	BBP	DBP	DEHP	DIBP	
Test No.	Material No.	RL (%)				
		0.005	0.005	0.005	0.005	
T001	A006 + A007 + A008	< RL	< RL	< RL	< RL	
T002	A009 + A010 + A011	< RL	< RL	< RL	< RL	
T003	A013 + A015	< RL	< RL	< RL	< RL	

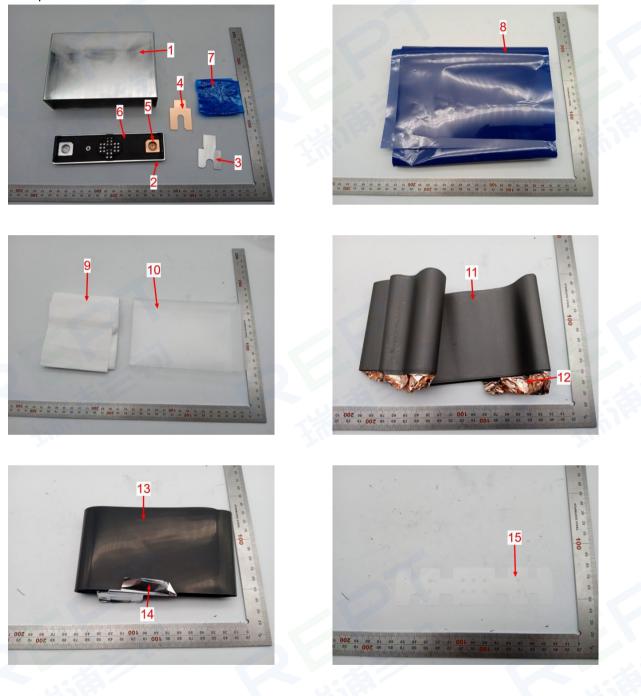
#### Abbreviation:

BBP= Benzylbutyl phthalate DBP= Dibutyl phthalate DEHP= Bis(2-ethylhexyl) phthalate DIBP= Diisobutyl phthalate < = less than RL = Reporting Limit N.A. = Not Applicable %= percentage



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Sample Photos







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

#### Scope

- These General Terms and Conditions of Business of TÜV Rheinland in Greater China (COTCE) has made and the table are another the transmission of the COV Production of the COTCE has a subjection that the table are another CTUV Rheinland in or refers to Marinal China, Hong Kong and Taiwan. The Coline thereof includes: (i) a natural person capable to form legally binding contracts under the applicable laws who concludes the contract hot for the purpose of a dail year, ed., visidly existing and capable to form legally binding contracts under the applicable law. The blowing terms and contracts under the applicable law. The blowing terms and conditions apply to agreed services including consultancy services, information, deliveries and similar services as well as ancillary services and other secondary displations provide with the scope of contang performance. 1.1
- 1.2
- 1.3
- ---generate sproked within the scope of contract performance. Any standard tream 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 TUV Reheated does not exploitly object to them. If the contract even if TUV Reheated does not exploitly object to them. Shall also exploy for the contract even if the client without TUV Rehenland having to refer to them separately in each individual case. 1.4

#### 2.

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.

- Coming into effect and duration of contracts
- Coming with embed and unation of CONTACES
  The contract that come into effect for the agreed farms 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 cellen being careful out by TÜV Rheinland. If the client instructs TÜV Rheinland without receiving a quotation from TÜV Rheinland (quotation), TÜV Rheinland is, in its eld desretion, contilied to accept the order by ying written notice of such acceptance (including notice sent via electronic means) or by performing the requested services. 3.1 3.2
- services. 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. If the contract provides for an asteriation 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. 3.3

#### Scope of services

- Scope of services The scope and type of the service to be provided by TUV Rheinland shall be specified in the contractually agreed service scope of TUV Rheinland by both parties. If no such separate service scope of TUV Rheinland wisks, then the written confirmation of order by TUV Rheinland shall be decisive for the service be provided. Unless otherwise agreed, services beyond the scope of the service description (e.g. checking the correctness and functionality of parts, products, processes, installations, organizations not listed in the service description, as well as the interior due and application (such et and rouced. In particular, no responsible part, product, process or plant, unless the is expressly stated in the order. The agreed services shall be performed in compliance with the regulations in force at the time thu CV Rheinland is entitled to determine, in its sole discretion, the method and nature of the assessment unless otherwise agreed in writing or it mandatory provisions require a specific procedure to be followed. 4.1 4.2
- 4.3
- TVU Revirand is entitled to determine, in its second assessment uncess otherwise agreed in writing of if mandatory provisions require a specific procedure to be followed. News provide the second second second second second second second second correctores (proper guality) and working order of either tested or examined parts nor of the installations as a whole and its upstream and/or downstream processes, organisations, use and application in accordance with regulations, nor of the systems on which the installation is based, in particular, TUV Reinitand shall assume no responsibility for the construction, in accordance with regulations, uncertain base queries and which the installation of the systems of the second 4.4
- 4.5
- In accordance with regulations, unless these questions are expressly covered by the contract. In the case of impection work, TUV Rehinland 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. If mandatory legal regulations and standards or official requirements for the agreed service scope change after conclusion of the contract, twith a written notice to the client, TUV Rheinland shall be entitled to additional remumeration for resulting additional expenses. The services to provide by TUV Rheinland under the contract are agreed exclusively with the client, A contract of third parties with the services of TUV Rheinland, as well as making orports, etc.) is not part of the agreed exclusively with a copies if the client passes on work results in full or in extracts to third parties in accordance with clause 11.4. 4.7
- Performance periods/dates
- 5.1
- 5.2
- 5.3
- 5.4
- 5.5
- Performance periods/dates of performance are based on estimates of the work. The ootentuality of the personal of the with the datas provided by the client. They shall only be prinding brieg confirmed as binding by UVD Netherland writing. It brinding brieg confirmed as binding by UVD Netherland writing. The observation of the performance have been agreed, these periods shall not commence unit the client is as built of the observation of the observation of the observation of the agreed periods/dates of performance have been agreed, these periods shall not commence unit the client is as built of the observation of the observatio 5.6

#### 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.
- be providen in good time and a no costs of nor vitremand. 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:
- It has required statutory qualifications
- b) The product, service or management system to be certified complies with applicable laws and regulations: and
- 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. c) If the client breaches the aforesaid representations and warranties, TÜV Rheinland is entitled to i) immediately terminate the contract/order without prior notice; and ii) withdraw the issued testing report/certificates if any.
- The client shall bear any additional cost incurred on account of work having to be redone or being delayed as a result of late, incorrect or incomplete information provided by or lack of proper cooperation from the client. Even where a fixed or maximum price is agreed, TÜV Rheinland shall be entitled to charge extra fees for such additional expense. 6.3 Prices
- 7.
- 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 TUV Rheninard valid at the time of performance. Unless otherwise agreed, work, shall be invoiced according to the progress of the work. If the execution of an order exated on wer more than one month and the value of the control of the agreed fixed price exceeds £2,500.00 or equivalent value in local currency. TUV Rhenhand may demark payments on account or in instailments.
- 7.2 7.3

#### 8 ment terms

- 8.1 8.2
- 8.3
- 8.4
- Payment terms All invoice announts shall be due for payment within 30 days of the invoice date without deduction on receipt of the invoice. No discounts and relates shall be granted. Payments shall be made to the bank account of TUV Rheinland as indicated on the invoice, stating the invoice and client number. In cases of default of payment, TUV Rheinland the settled to client detail interest at the the country where TUV Rheinland is loaded/at panounced by a reputable commercial bank in the country where TUV Rheinland is loaded/at the same time, TUV Rheinland reserves the Should the client of default in payment of the invoice despite being granted a reasonable grace period. TUV Rheinland shall be entitled to cance the contract, whoraw the certificate, client dimages for more performance and relate is to cance up period. TUV Rheinland the settles, client dimages for more performance and relate is to cance up of manse of the countral, where reases in which the commencement of insolvery proceedings tagainst the client's assets or cases in which the commencement of insolvery proceedings tagainst the client's assets or cases in which the commencement of insolvery proceedings tagainst the client's assets or cases in which to the invoices of TUV Rheinland shall be submitted to insolver the same term of the client's assets or cases in which to the invoices of TUV Rheinland shall be submitted to insolver the same term. 8.5
- s. ns to the invoices of TUV Rheinland shall be submitted in writing within two weeks of 86
- Objections to the involces of TÜV Rheinland shall be submitted in writing within two weeks of receipt of the involce. TÜV Rheinland shall be entitled to demand appropriate advance payments. TÜV Rheinland shall be entitled to traise its fees at the beginning of a month if overheads and/or purchase costs have increased. In this case, TÜV Rheinland shall notly the client in writing of the rise in fees. This notification shall be issued on emorth 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 Syste per constructual year, the client tain on have the right to terminate the contract. If the rise in fees exceeds S% per constructual year, the client shall be entitled to not terminated, the changed fields the business of changes in fees. If the origin the root terminated, the changed fields that be deemed to have been agreed upon by the time of the spiry of the notice period. 8.7 8.8
- Only legally established and undisputed claims may be offset against claims by TÜV Rheinland. TÜV Rheinland shall have the right at all times to setoff 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 corders/quotations canced with TÜV Rheinland. 8.10
- Acceptance of work

April 2022

- 91 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. 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 fundmental breach of contract by TUL behalence.
- TÜV RI The clie entifinand. ent is not entitled to refuse acceptance due to insignificant breach of contract by TÜV 03 9.4
- The client is not entitled to refuse acceptance due to insignificant breach of contract by TUV managements in excluded according to the nature of the work performance of TUV Rheinland, the completion of the work shall take its place. During the Follow-Must stage, if the client was unable to make use of the time windows provided for within the accept of a certification procedure for auditing/performance by TUV audits, port the client cancels or porceptions a continue due dut data within the UV weeks before the agreed date, TUV 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 TUV Rheinland has incurred no durings whatever or only a considerably insofar as the client has undertaken in the contract to accept services, TUV Rheinland data also be entitled to charge lump-sum damages in the amount of 10% of the order amount as compensation for appressing in the accept services. The client reserves the right or substance the client has undertaken in the contract to accept services. TUV Rheinland take also be entitled to charge lump-sum damages in the amount of 10% of the order amount as compensation for appressing in the accept services. TUV Rheinland take whatsoever or only a considerably lower damage than the above mentioned lump sum. 9.5

- Containing the subset of these terms and containers, includential information, data test results, reported to contrarist, integrate and materials, information, data test results, reported to contrarist, indicating and financial, information, data test results, reported to contrarist and colose by one Farty title' calciciang party is the other Farty (the profession of the test and not proprietary to the client) within the scope of the provision of antice test and and not proprietary to the client) within the scope of the provision of antice test and not proprietary to the client) within the scope of the provision of antice test and the contraction of the scope of the provision of antice test and not proprietary to the client) within the scope of the provision of antice test and not proprietary to the client) within the scope of the provision of antice test and not proprietary to the client) within the scope of the provision of antice test and not proprietary to the client) within the scope of the provision of antice test and not proprietary to the client) within the scope of the provision of antice test and not proprietary to the client) within the scope of the provision of antice test and not proprietary to the client) within the scope of the provision of the discipation of antice test and antice test and contraction party. The same applies to confidential proprietary to the discipation of antice test and the discipation party fails to even the test and and proprietary to the scope of the group and the scope of the provision of antice test and the discipation party fails to even the test and the discipation party fails to even the test and the discipation party fails to even the test and the discipation of antice test and the discipation of antice test and the discipation party fails to even the discipation of antice test antice. The left scale test and the discipation of antice test antice test and the discipation of antice test and the discipation of antice test and test and the dinterval test and the discipa 10.1 10.3
- a) b)
- c)
- Judial court, accreditation bodies or third parties that are involved in the performance of the contract. must be treated by the receiving party with the same level of confidentiality as the receiving party uses to protect is sow conclusted information by the lesser level of confidentiality than that which is reasonably required. Information that the service required information to perform the disclosing party coly to hose of its employees who need this information to perform the services required for the contract. The receiving party undertakes to obliga these employees to observe the same level of secrety as set forth in this confidentiality classe. Information for which the receiving party can turnish proof that: It was generally used by the services required to the contract. The receiving party can be the receiving party cor-tic meaning party and turnish proof that: It was generally used by the services required to the receiving party leady possessed this information prior to disclosure by the disclosing party, or the receiving party developed it itself, irrespective of disclosure by the disclosing party, and the receiving party developed itself. 10.4
- 10.5 a)
- b) c) d)
- the rescript party already possessed this information prior to disclosure by the disclosure party or the rescript party developed it likelit, interspective of disclosure by the disclosing party, shall not be deemed to constitute "confidential information" as different in the confidentially classes. All confidential information shall remain the property of the disclosing party. The receiving party hereby agrees to constitute "confidential information" as differential information and information, including all cogies, and confirm the destruction of the contract-this like the information, including all cogies, and confirm the destruction of the contract-this like sense information, including all cogies, and confirm the destruction of the contract. This does not extend to include ports and certificates prepared for the client solidy for the purpose of fulfiling the obligations under the contract, which shall remain with the client. However, TUV Rolmand is and the requirements of working process of the client solidy include. The most and the requirements of working processes of UNIR information. The bast of the contract and for a period of three years after termination or explined by a distillation and the requirements of working processes of all confidentiation and and and the docidence of vorking the contract of the contract. The most start of the contract and for a period of three years after termination or explined by a distillation and the requirements of working processory of all confidentiation and a thall not disclose the information to any third parties or use information. 10.7
- Copyrights and rights of use, publications
- 11.1
- 11.2
- 11.3 11.4
- Corporate and rights of use, publication
  To Separate Series and Series and Series Seri 11.5
- 11.6
- 11.7

#### 12.

- Liability of TÜV Rheinland Inspective of the legal basis, to the fullest actent permitted by applicable law, in the event of a breach of constrained adaptations or brit, the liability of TÜV Rheinland for all damages, tosses and emborsement of expenses caused by TÜV Rheinland, lin legal representatives, and/or employees shall be limited 5:: (i) in the case of a contrast for annually recurring services, the agreed annual fee (iii) hor the case of a contrast for annually recurring services, the agreed annual fee (iii) hor becase of a contrast for annually recurring services, the agreed annual fee (iii) hor becase of a contrast for annually recurring services, the agreed annual fee (iii) hor becase of a contrast for annually recurring services, the agreed annual fee (iii) provision exceeded 5 Million Euro or equivalent annu-tice case of a harmevork agreement that provides for the possibility of placing individual orders, hor during to the begreeging provision exceeded 5 Million Euro or equivalent annual individual corrections of a 100 memory of 100 Million Euro agreed 100 Million Eur 12.1
- 12.2
- vicarious agents. Such limitation shall not apply to damages for a person's death, physical impury or lines. In individual barbanch of costinct, TUV Phinihinal will be liable even where minor negligence is involved. For this purpose, a "fundamental breach" is breach of a material contractual collogistics, the performance of which permits the due performance of the cortract. Any claim for damages transcription of which permits the due performance of the cortract. Any claim for damages transcription of the contract shall be limited to the amount of damages reasonably foresten as a goosible consequence of such treach of contract at the contractual collogistic damages. Unless any of the circumstances described in article 12.2 applies foresteable damages, unless any of the circumstances of UV Rhenitand and not be liable of the acts of the personnel made available by the client of support TUV Rhenitand and not be liable as vicarious agent of TUV Rhenitand shall not be liable as vicarious agent of TUV Rhenitand the TUV Rhenitand and the performance of a such rescale of TUV Rhenitand and the performance of a such rescale of TUV Rhenitand and the performance of the period rescale as a such as agent of TUV Rhenitand and TUV Rhenitand application providen, the client shall indemity TUV Rhenitand spanist with clients unless otherwise corractually agreed in writing, TUV Rhenitand shall only be liable under the contract to the client. 12.3 12.4
- 12.5
- contract to the client. The limitation periods for claims for damages shall be based on statutory provisions. None of the provisions of this article 12 chances the burden of proof to the disadvantage of the 12.6 12.7
- Export control 13
- When passing on the services provided by TÜV Rheinland or parts thereof to third parties in Greater China or other regions, the client must comply with the respectively applicable regulations of national and international seport control to the provise of that there are no obstacles to performance due to national or immensional integring tradie legislations or embarges and/or with immediate effect and the client is subject to the losses incured thereof by TÜV Rheinland. 13.1 13.2

14 Data protection notic The client understands and agrees that TÜV Rheinland processes personal data (including but not limited to personal information) of the cleent and its related parties (including but not limited to the supplier of the client) of the purpose of fulfilling bits cortract. The client cordinms that it has obtained the prior corsent of the data subject. Which entities TUV Rheinland to access, use, or process the personal allost that the client collected or processed by talef and data. TUV Rheinland will use and process the data underscription with the relevant legal basis. If any personal data has to be disclosed or transferred to any third party or any outcrease party 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. TUV Rheinland will cause resource the personal data was collected, the client also confirms that it has obtained the prior consent of the data subject. TUV Rheinland will cause resource that the personal data will be deleted immediately as son as a corresponding reason for deletion anise. Data subject, TUV Rheinland will cause resource that the personal data will be deleted immediately as son as a corresponding reason for deletion anise. Data subject TUV Rheinland will cause personal data. The personal data will be deleted form data subject. TUV Rheinland will also personal data. The personal data will be deleted form data subject to the data processing have the right to revoke their consent at any time with fields to the data processing to the complexity of personal data by TUV Rheinland will as the person reprodiet to the data processing have the right to revoke their consent at any time with fields to the data processing to the processing of personal data by TUV Rheinland by e-mail at dataprotection Riture, one right of the data protection Riture, and Grauen Stan, 51105 Cologne, Germany.

#### Retention of test material and doc

- 15.1
- 15.3
- Retention of test material and documentation The test samples submitted by the client to TU Rheinland for testing will be scrapped following testing or will be returned to the client at the client's expense. The only exceptions are test agreement with the client. Charges apply if the test samples are stored at the premises of TW Rheinland. The cost of placing a test sample into storage will be disclosed to the client to the placed in storage at their premises, the reference samples or documentations must be made available to TUV request, bit integrable of making wallable the reference samples and/or chargestappit the bound to the test restriction of the test samples or documentations must be made available to TUV request, bit integrable of making wallable the reference samples and/or chargestappit the bound to the test make certification of the torough the client able placed in storage at their premises, the reference samples or documentations must be wallable bounded. The retention pendid or making mapping and/or testing and certification that is bought forward by applicable legit reference samples and/or Chargestappit the optic start and explicible the reference samples and/or Chargestappit the optic start and peculiarly damage resulting from the respective testing and certification that is bought forward by applicable legit reference interflower that be volded. The restor of the handower and displath of the test samples or the respective testings for the test make certification that is client. TUV Rheinland and be volded. The costs of the handower and displath of the test samples for the loss of test samples or reference samples from the laboratories or warehouses of TUV Rheinland only in case of gross samples from the laboratories or warehouses of TUV Rheinland starts and the samples or reference samples from the laboratories or warehouses of TUV Rheinland starts and the samples or deference testing the reference samples for the samples or testing the samples or testing and contraint 15.4
- 15.5 negligence

#### Termination of the contrac

- 16.1 16.2
- Semination of the contract:
  New Networks of the CCB, TUV Rhenland and the client are entited to terminate for contract in seminary or, in the case of services combined in one contract, each of the contract in the senitory or, in the contract contract in the contract contract interiment interiment interiment interiment interiment. The contract interiment is the contract interiment interiment interiment interiment interiment interiment. The contract interiment is the contract interiment interimation interiment interimen 16.3 16.4
- 17.
- 17.2
- withdrawn (for example during the performance of montoring audit). Clause 16.3 applies according): FORCe Niewer Temas the occurrence of an event or circumstance that prevents or impedes a Prory from performing one or more of its contractual dugators under the contract, if and to and (b) that its contract, the performance of the contractual dugators under the contract, if and to and (b) that its detects of the impediment could not reasonably have been avoided or contracts, and (c) that the effects of the impediment could not reasonably have been for accounted by the second second and the second second and the second 173

## **18.** 18.1.

- 18.2. (a)
- (b)
- Hence intro) in the duration of the implement exceeds 120 days. **Hardship** The Parties are bound to perform their contractual duties even if events have rendered performance more contract and an could reasonably have been anticipated at the time of the Notivitation of the second secon 18.3.

#### Partial invalidity, written form, place of jurisdiction and dispute reso

- agreent of the other Party.
  Partial Invalidity, written form place of purisdiction and dispute resolution
  I amendments and supplements must be in writing in order to be effective. This also applies
  to emercial meta and supplements in this class of 11.
  In additional provision that comes closest to the content of the invalid provision whis
  be or become infective, the content clip parties shall replace the invalid provision whis
  commercial terms.
  Unless otherwise subplicities following the rules as the content of the invalid provision whis
  commercial terms.
  If UVB Releated in question is legally registered and existing in the People's Republic of
  China, the contracting parties shall conduct of clip.
  If UVB Releated in question is legally registered and existing in the People's Republic of
  China, the contracting parties shall conduct on the set terms and conductors
  and the governed by the laws of the People's Republic of
  China, the contracting parties shall conduct on the set terms
  are of Tawa.
  If UVB Releated in question is legally registered and existing in the People's Republic of
  China, the contract and these terms and conditions that be governed by the
  aves of Tawa.
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  If the release of TUVB Release of Tawa.
  If the re 19.1 19.2
- 19.3 a)
- b)
- C)
- 19.4

b)