

Test Report No.: 170300589a 001

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Client:	GREEN-PAPER PACKAGING KFT 8152 koszarhegy,Kando k.u.2 Hungary	
Test item(s):	PAPER WITH PE FILM BOWL	
Identification / Model No(s):	-	
Sample Receiving date:	2022-01-18	
Testing Period:	2022-01-24 to 2022-02-11	
Test specification:		Test conclusion:
Performed parameter(s) for the materials in contact with foodst	compliance with the following regulations concerning uff:	PASS

- Regulation (EC) No 1935/2004

Other Information: Sales Destination: Hungary

Sample Photo

(For detailed sample picture please refer to last page)

For and on behalf of TÜV Rheinland (Guangdong) Ltd.

Elaine zhang

2022-02-13 Date

Elaine Zhang / Sub-Group Leader

Name / Position

Test result is drawn according to the kind and extent of tests performed. This test report relates to the a.m. test sample. Without permission of the test center this test report is not permitted to be duplicated in extracts. This test report does not entitle to carry any safety mark on this or similar products.

TÜV Rheinland (Guangdong) Ltd. 401-1, Building 1, 22 Jungong Road, Guangzhou Economic and Technological Development District, Guangzhou, 510530, P. R. China



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1. Sample List:

Sample No.	Material	Color	Location
1	Paper + PE film	Light brown + transparent	Bowl

2. Overall Results:

Test No.	Tested Item	Conclusion
1.	Sensorial examination	Pass
2.	Global Migration	Pass
3.	Specific Migration of Metals	Pass
4.	Fastness of Optical Brighteners	Pass
5.	Colourfastness	Pass
6.	Determination of Transfer of Antimicrobial Constituents	Pass
7.	Extraction of Primary Aromatic Amines	Pass
8.	Specific Migration of Lead	Pass

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3. Results

3.1 Sensorial examination

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

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

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

The test is carried out on the basis of ISO 13302 by paired comparison test:

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

The following food simulants and conditions were applied:

Food simulant	Test duration / Temperature
Water	2 hour(s) / 70 °C

Test No.:	1
Sample No.:	1
Parameter:	Result
Transfer of Smell:	1.0
Transfer of Taste:	1.0



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3.2 Global Migration

Test method: The migratory behaviour was examined with reference to Commission Regulation (EU) No. 10/2011 and its amendments

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

The following food simulants and conditions were applied:

Food simulant	Test duration / Temperature	
Acetic acid 3 %	2 hour(s) / 70 °C	
Ethanol 95 %	2 hour(s) / 60 °C	
Isooctane	0.5 hour(s) / 40 °C	

Test No.:	1			
Sample No.:	1			
Migration ratio:	500 ml / 2.8 dm ²			
Parameter	Unit	RL	Result	Limit
Acetic acid 3 %	mg/dm ²	2	2	10
Ethanol 95 %	mg/dm ²	2	5	10
Isooctane	mg/dm ²	2	<rl< td=""><td>10</td></rl<>	10

Abbreviations:

RL = Reporting Limit

ml/dm² = Mililitre per square decimetre

< = Less than

Remark:

*1 The sample is a disposable article; therefore repeat use conditions are not applicable



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3.3 Specific Migration of Metals

Test method: The migratory behaviour was examined with reference to Commission Regulation (EU) No. 10/2011 and its amendments. Determination by ICP-MS.

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

The following food simulant and condition were applied:

Food simulant	Test duration / Temperature	
Acetic acid 3 %	2 hour(s) / 70 °C	

Test No.:	1			
Material No.:	1			
Migration ratio:	500 ml / 2.8 dm ²			
Parameter	Unit	RL	Result	Limit
Aluminium	mg/kg	0.1	n.d.	1
Antimony	mg/kg	0.01	n.d.	0.04
Arsenic	mg/kg	0.01	n.d.	n.d.
Barium	mg/kg	0.1	n.d.	1
Cadmium	mg/kg	0.002	n.d.	n.d.
Total Chromium	mg/kg	0.01	n.d.	n.d.
Cobalt	mg/kg	0.01	n.d.	0.05
Copper	mg/kg	0.5	n.d.	5
Iron	mg/kg	5	n.d.	48
Lead	mg/kg	0.01	n.d.	n.d.
Lithium	mg/kg	0.1	n.d.	0.6
Manganese	mg/kg	0.1	n.d.	0.6
Mercury	mg/kg	0.01	n.d.	n.d.
Nickel	mg/kg	0.01	n.d.	0.02
Zinc	mg/kg	1	n.d.	5
Europium	mg/kg	0.01	n.d.	-
Gadolinium	mg/kg	0.01	n.d.	-
Lanthanum	mg/kg	0.01	n.d.	-
Terbium	mg/kg	0.01	n.d.	-
Sum of Lanthanide substances	mg/kg	0.01	n.d.	0.05

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Abbreviations:

- RL = Reporting limit
- n.d. = Not detected
- mg/kg = Milligram per kilogram
- ml/dm² = Mililitre per square decimetre
 - < = Less than

Remark

*1 Single component with an amount below reporting limit was not considered by the calculation of the sum. In the case of all lanthanide substances europium, gadolinium, lanthanum and terbium were not detected, the result is stated n.d.



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3.4 Fastness of Optical Brighteners[#]

Test method: With reference to EN 648:2018 "Paper and board intended to come into contact with food –Determination of the fastness of fluorescent whitened paper and board."

Requirement: Resolution ResAP (2002) 1 on paper and board materials and articles intended to come into contact with foodstuffs / Policy Statement concerning Tissue Paper Kitchen Towels and Napkins version 1 – 22.09.2004.

Test No.:		1		
Material No.:	1			
Parameter	Unit	Result		
Procedure	-	В		
Fastness to distilled water	Grade	5		
Fastness to 3% acetic acid	Grade	5		
Fastness to alkaline salt solution	Grade	5		
Fastness to vegetable oil	Grade	5		

Remark:

*1 According to Resolution AP (2002) 1 on Paper and board materials and articles intended to come into contact with foodstuffs the evaluation of grade 5 according to EN 648 shall be reached. That is no migration of optical brighteners to the foodstuff.



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3.5 Colourfastness

Test method: EN 646: 2018 "Paper and board intended to come into contact with foodstuffs – Determination of colourfastness of dyed paper and board".

Requirement: Resolution ResAP (2002) 1 on paper and board materials and articles intended to come into contact with foodstuffs / Policy Statement concerning Tissue Paper Kitchen Towels and Napkins version 1 – 22.09.2004.

Test No.:	1		
Material No.:	1		
Parameter	Unit	Result	
Procedure	-	В	
Colour fastness to distilled water	Grade	5	
Colour fastness to 3% acetic acid	Grade	5	
Colour fastness to alkaline salt solution	Grade	5	
Colour fastness to vegetable oil	Grade	5	

Remark:

*1 Requirement according to "Resolution AP (2002) 1 on Paper and board materials and articles intended to come into contact with foodstuffs": Paper and board used for all food contact applications should not transfer their constituents to foodstuffs which could endanger human health or bring about an unacceptable change in the composition of the foodstuffs or a deterioration in the organoleptic characteristics.



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3.6 Determination of Transfer of Antimicrobial Constituents[#]

Test method: DIN EN 1104:2018: "Paper and board intended to come into contact with foodstuffs -Determination of transfer of antimicrobial constituents"

Limit: Resolution ResAP (2002) 1 on paper and board materials and articles intended to come into contact with foodstuffs

Test No.:	1			
Sample No.:	1			
Parameter	Unit	Result		
Aspergillus niger, ATCC	pergillus niger, ATCC 6275			
Growth inhibition zone	mm	< 2		
Growth	-	+		
Bacillus subtilis, ATCC 6633				
Growth inhibition zone	mm	< 2		
Growth	-	+		

Abbreviations:

mm = Millimeter

- = Not applicable
- < = Less than
- x = No growth
- + = Growth
- ++ = Strong growth

Remark:

- *1 According to "ResAP (2002) 1 on paper and board materials and articles intended to come into contact with foodstuffs" paper or board used for all food contact applications should not release substances which have an antimicrobial effect on food stuffs.
- *2 An inhibition zone is proven if complete absence of germ growth in an area of at least 2 mm at the borders of the test specimens.



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3.7 Extraction of Primary Aromatic Amines

Test method: Extraction according to EN 645:1994 / EN 647:1994.Determination by LC-MS/MS.

Limit: Policy Statement Concerning Paper And Board Materials And Articles Intended To Come Into Contact With Foodstuffs

Test No.:	1			
Sample No.:	1			
Method:	EN 647			
Parameter	Unit	RL	Result	Limit
Sum of Primary Aromatic Amines	mg/kg	0.01	n.d.	n.d.

Abbreviations:

- mg/kg = milligram per kilogramm
 - RL = Reporting Limit
 - n.d. = Not detected
 - < = Less than

Remark

*1 All primary aromatic amines as comprised in table 1 are considered within the screening.

Parameter	CAS no.	Parameter	CAS no.	
2,4,5-Trimethylaniline	137-17-7	2,4-Dimethylaniline	95-68-1	
2,4-Diaminoanisole	615-05-4	2-ethoxyaniline	94-70-2	
2-Naphthylamine	91-59-8	3-Amino-4-methoxybenzanilide	120-35-4	
3,3'-Dichlorobenzidine	91-94-1	3-Amino-4-methylbenzamide	19406-86-1	
4,4'-methylene-bis-(2-chloro-aniline)	101-14-4	4,4'-Methylenebis-(3-cholor-2,6- diethylaniline)	106246-33	
4,4'-methylenedianiline	101-77-9	4-aminobenzamide	2835-68-9	
4,4'-oxydianiline	101-80-4	4-chloro-2,5-dimethoxyaniline	6358-64-1	
4,4'-thiodianiline	139-65-1	4-Ethoxyaniline	156-43-4	
4-aminoazobenzene	60-09-3	Benzoguanamine	91-76-9	
4-aminobiphenyl	92-67-1	Dimethyl-2-aminoterephthalate	5372-81-6	
4-chloro-o-toluidine	95-69-2	2-Chloroaniline	95-51-2	
o-anisidine	90-04-0	5-Chloro-2-methoxyaniline	95-03-4	
Benzidine	92-87-5	2-Nitroaniline	88-74-4	
4-chloroaniline	106-47-8	1,3-Diiminoisoindoline	3468-11-9	
o-aminoazotoluene	97-56-3	2-Chloro-4-nitroaniline	121-87-9	
p-cresidine	120-71-8	2-Methoxy-4-nitroaniline	97-52-9	
4,4'-bi-o-toluidine	119-93-7	4-Chloro-3-methoxyaniline	13726-14-2	

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2,4-toluenediamine	95-80-7	
o-Toluidine	95-53-4	
3,3'-Dimethoxybenzidine	119-90-4	
4,4'-Methylene-di-o-toluidine	838-88-0	
m-Anisidine	536-90-3	
3-Chloroaniline	108-42-9	
o-phenylenediamine	95-54-5	
p-phenylenediamine	106-50-3	
m-phenylenediamine	108-45-2	
2,6-toluenediamine	823-40-5	
p-toluidine	106-49-0	
m-toluidine	108-44-1	

5-Amino-6-methyl-1,3-dihydro-2H- benzimidazol-2-one	67014-36-2
2-Aminonaphthalene-1-sulfonic acid	81-16-3
4-Aminotoluene-3-sulfonic acid	88-44-8
2,5-Dichloroaniline	95-82-9
2,4,5-Trichloroaniline	636-30-6
2,4-Dinitroaniline	97-02-09
Biphenyl-2-ylamine	90-41-5
2-Methyl-4-nitroaniline	99-52-5
1,5-naphthylenediamine	2243-62-1
2,6-Dimethylaniline	87-62-7
2-Methyl-5-nitroaniline	99-55-8
5-Chloro-2-methylaniline	95-79-4
Aniline	62-53-3

3.8 Specific Migration of Lead

Test method: The migratory behaviour was examined with reference to Commission Regulation (EU) No. 10/2011 and its amendments. Determination by ICP-MS.

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

The following food simulant and condition were applied:

Food simulant	Test duration / Temperature
Acetic acid 3 %	2 hour(s) / 70 °C

Test No.:	1			
Material No.:	1			
Migration ratio:	500 ml / 2.8 dm ²			
Parameter	Unit	RL	Result	Limit
Lead	mg/kg	0.01	n.d.	n.d.

Abbreviations:

- RL = Reporting limit
- n.d. = Not detected
- mg/kg = Milligram per kilogram
- ml/dm² = Mililitre per square decimetre
 - < = Less than

[#] Indicates all tested items are sub-contracted to a laboratory which complies with the requirement of ISO/IEC 17025:2017.



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4. Sample picture(s):



Sample No. 1

- END -

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

. see General Terms and Conditions of Business of TÜV Rheinland in Greater China ("GTCB") is de between the dient and one or more member entities of TÜV Rheinland in Greater China at lingble as the case may be ("TÜV Rheinland"). The Greater China hereof refers to Mainland China ig Korg and Taiwan. The dient hered Indudes. These Ge

(i) a natural person capable to form legally binding contracts under the applicable laws who concludes the contract not for the purpose of a daily use:

- (ii) the incorporated or unincorporated entity duly organized, validly existing and capable to form legally binding contracts under the applicable law.
- The following terms and conditions apply to agreed services induding consultancy services, information, deliveries and similar services as well as andilary services and other secondary obligations provided within the scope of contact performance. 1.2
- 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 TOV Rheinland does not explicitly object to them. 1.3
- In the context of an ongoing business relationship with the dient, this GTCB shall also apply to future ontracts with the dient without TÜV Rheinland having to refer to them separately in each individual

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
- Commig must emect and outsoon of contracts The contract shall contain the effect of the agreed terms upon the quotation letter of TUV. Rheinlain a separate contactual document being speed by both contracting parties, or upon the we whole receiving a quotation the TUV Rheinlain (quotation). TUV Rheinnal is, in its loe discret entities to accept the order by giving written notice of such acceptance (induding notice sent electronic main) of the primarily accessed 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.
- If the contract provides for an extension of the contract term, the contract term will be extended by the term provided for in the contract unless terminated in writing by either party with a six-week notice prior to the end of the contractual term. 3.3

- 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 witten confirmation of order by TÜV Rheinland shall be dedive for the service to be provided. 42
- . The agreed services shall be performed in compliance with the regulations in force at the time the contract is entered into. 4.3
- TÜV Rheinland is entitled to determine, in its sole discretion, the method and nature of the assessment unless otherwise agreed in writing or if mandatory provisions require a specific procedure to be
- On execution of the work these shall be no simultaneous assumption of any guarantee of the conscibres (proper quality) and working order of either tested or examined parts nor of the installation as a varie of the and to update an advord own stream processes, organisations, use and application, the share and the update and advord own stream so which the installation is breaded. In a spin advord, TUO Protocolour and insight advord the share and the share and the and assembly of restallations are among on the share and application in accordance with regulations, unless these questions are expressly covered by the contact.
- In the case of inspectances of the contract. In the case of inspectances of the course of the accuracy or cho of the safety programmes or safety regulations on which the inspections are based, unless oth expressly agreed in writing. 4.5
- 4.6
- expressing agrees in writing. If mandatory legal regulators and standards or official equiements for the agreed service scope change after conclusion of the contact, with a written notice to the direct, TOV Rewinited shall be the standards of the provided by TOV Peterhand under the contact are sequence accultedly with factors and the provided by TOV Peterhand under the contact are sequence accultedly with and and the provided by TOV Peterhand under the contact are sequence accultedly with and justifying contactions in the workness of TOV Rewining is a well as making available of of the agreed services. This also applies if the dent passes on work results in full or in extrads to thing parties in account 1.4.

- 5.1 The contractually agreed periods/dates of performance are based on estimates of the work involved which are prepared in line with the details provided by the client. They shall only be binding if being confirmed as binding by TOV Rehealtand in writing. 10.6
- 5.2 If binding periods of performance have been agreed, these periods shall not commence until the dient has submitted all required documents to TÜV Rheinland.
- Articles 5.1 and 5.2 also apply, even without express approval by the client, to all extensions of agreed periods/dates of performance not caused by TÜV Rheinland. 54
- TÜV Rheinland is not esponsible for a delay in performance, in particular if the client has not fulfilled his duties to cooperate in accordance with clause 6.1 or has not done so in time and, in particular, has not provided TÜV. Rheinland with all documents and information required for the performance of the service as specified in the contract.
- . If the performance of TÜV Rheinland is delayed due to unbreseeable dircum stances such as force majeure, strikes, business discuptions, governmental regulations, transport obstades, etc., TÜV Rheinland is entited to postpone performance for a reasonable period of time which convergende at least to the duration of the hindrance plus any time period which may be required to resume 5.5

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.
- 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 dient must be undertailen in accontance with legal provisions, standards, safety egulations and accident prevention instructions. And the dient represents and warrants that 6.2
 - a) it has required statutory gualifications;
 - b) the product, service or management system to be certified complies with applicable laws and regulations; and 11.4 It doesn't have any illegal and dishonest behaviours or is not included in the list of Enterprises with erious llegal and Dishonest Acts of People's Republic of China.
- If the dient breaches the aforesaid representations and warranties, TÜV Rheinland is entitled to i) immediately terminate the contrad/order without prior notice; and ii) withdraw the issued testing report/centricates if any.
- reportionancates a any. The dient shall bear any additional cost incurred on account of work having to be redore or being delayed as a result of late, incorrect or incomplete information provided by or lack of proper cooperation from the dient. Even where a fixed or maximum price is agreed, TÜV Rheinland shall be entited to charge extra fees for such additional expense. 6.3

Prices

- If the scope of performance is not laid down in writing when the order is placed, invoiding shall be based on costs actually incurred. If no pice is agreed in writing, invoiding shall be made in accordance with the price list of TÜV Rheinfand valid at the time of performance. 7.1
- otherwise agreed, work shall be invoiced according to the progress of the work 7.2 73 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 cawments on account or in instainments.

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- All invoice amounts shall be due for payment without deduction on receipt of the invoice. No disc and rebates shall be granted ences shall be made to the bank account of TÜV Rheinland as indicated on the invoice, stating write and dien numbers
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- of default of payment, TÜV Rheinland shall be entitled to claim default interest at the short term loan interest rate publidy amounced by a reputable commercial bank in the erer TÜV Rheinland is located. At the same time, TÜV Rheinland reserves the right to daim erence. 84
- Should the dient default in payment of the invoice despite being granted a reasonable grace per 7UV Rheinland shall be entitled to cancel the contract, withdraw the certificate, daim damagesfor performance and refuse to continue performance of the contract.
- The provisions set forth in article 8.4 shall also apply in cases involving returned cheques, cessation of payment, commencement of insolvency proceedings against the dient's assets or cases in which the commencement of insolvency proceedings has been dismissed due to lack of a sets. 8.5
- Objections to the invoices of TÜV Rheinland shall be submitted in writing within two weeks of receipt of the invoice 8.6 TÜV Rheinland shall be entitled to demand appropriate advance payments 87
- Luv retenand main de entreto to demand appropriate advance payments. TOV Rheniand and be entreto to arise in the estimation of a month in develoads and/or purchase costs have increased. In this case, TUV Rheniand shall notly the determinist their these the internet. This relations that be leaved of the dates which their in these constants year, the diret shall not have the right to be maint plot to the date on which the internet constants year, the diret shall not have the right to thermale the constant. The rise in fees exceeds 5% per contractual, year, the diret shall be entited to thermale the contract of the relation of the period of notice of danges in fees. If the contract is not kernitelike, the danged fees shall be demand to have been agreed upon by the line of the excited for enclose period. 8.8
- Only legally established and undisputed daims may be offset against daims by TÜV Rheinland

TÜV Rheinland shall have the right at all times to setoff any amount due or payable by the dient inducing but notlimited to setoff against any fees paid by the dient under any contracts, agreement and/or orders/nutations reacted with TÜV Rheinland

Accentance of work

- Acceptions of work Any part of the work reall tordered which is complete in itself may be presented by TÜV Rheirland for acceptance as an installment. The dient shall be obligat to accept its mmediately. If acceptance is required or constructionally agreed in an infordural case, this shall be deemed to have taken pince two (2) weeks after completion and handower of the work, unless the dient returns acceptance within is pend safting acties do re lutimetal branch of construction TUV Rheinraho 9.2
- The client is not entitled to refuse acceptance due to insignificant breach of contract by TÜV Rheinland If acceptance is excluded according to the nature of the work performance of TÜV Rheinland, the completion of the work shall take its place.
- Compression to the work static time is place. During the Follow-Add stage, If the client was unable to make use of the time windows provided for within the scope of a certification procedure bit adding/performance by TUV (Herial and the entities of the scope of a certification procedure bit adding/performance by TUV (Herial and the entities to immediately change a lump-change on the scope of the other performance on the state of the scope of the withscope of certification of the scope of the withscope of certification of the scope o 9.5
- Insofar as the dient has undertaken in the contract to accept services, TÜV Rheinland shall also be entitled to charge lump-aum diamages in the amount of 10% of the order amount as compensation for expenses if the scrubic sincl called withmore year after the order has been placed. The dart tereservice the dight to prove that the TÜV Rheirland has incurred no damage whatsoever or only a considerabil yower damage than the above methodow lump aum. 9.6

10. Confidentiality

10.3

10.4

10.5

10.7

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12

12.1

- 10. Confidentially
 10.1 For the of hears terms and cardions: "confidential information" means all knowledge indexed to conserve its mages. Canadian and confidential information. data, test results, reports, sumplex, pointed to the macro information of the second terms of the
 - All confidential information which the disclosing party transmits or otherwise discloses to the receiving party and which is created during performance of work by TÜV Rheinland:
 - may only be used by the receiving party for the purposes of performing the contract, unless expressly otherwise agreed in writing by the disclosing party;
 - otherwise agreed witing by the accidence party.
 b) may not be explicit, distributed accidence of the contract or TÜV Rheinfand is required to pass on confidential information, inspection reports or documentation to the government authorities, judial court, accrediation bodies or third parties that are involved in the performance of the contract or the co
 - must be treated by the receiving party with the same level of confidentiality as the receiving party uses to protect to own confidential information, but never with a lesser level of confidentiality than that which is reasonably required.
 - The receiving party may disclose any confidential information received from the disclosing party on to hose of its employees who need this information to perform the services required for the contract The necking party undertakes to college these employees to observe the same level of secrecy as a forth in this confidentiality dause.
 - Information for which the receiving party can furnish proof that a) it was generally known at the time of disclosure or has become general knowledge without violation of this confidentiality dause by the receiving party, or
 - b) it was disclosed to the receiving party by a third party entitled to disclose this information; or
 - c) the receiving party already possessed this information prior to disclosure by the disclosing party; o
 - d) the receiving party developed it itself, irrespective of disclosure by the disclosing party, shall not be deemed to constitute "confidential information" as defined in this confidentiality dause.
 - deemed to constitute 'confidential information' as defined in this confidential information balance in the posperior (the deciving party): The moving party heatby agrees to immediately ()) etual a confidential information, including all copies, to the disclosing party, and/or (ii) on request by heatboding party, and/or (iii) on request by heatboding party, and y motified and the disclosing party is may the disclosing party is may the disclosing party is any time if so equested by the disclosing party that the latest and which special request after fermination or expire of the contract. This does not extend by induce approximation after fermination or expire of the contract. This does not extend by induce approximation and the disclosing party is the latest and any time if so equested by the disclosing party to the disclosing party is used to the disclosing party is the disclosing party is the latest and any time if so equested by the disclosing party to the disclosing party is the latest and any time if so equested by the disclosing party is not the disclosing party is the latest and party is the disclosing party is disclosing party is disclosed by the disclosing party is the disclosing party is the disclosing party is the disclosing party is disclosed by the disclosed party and t
 - From the start of the contract and for a period of three years after termination or expiry of the contract, the receiving party shall maintain strict secrecy of all confidential information and shall not disclose this information to any third parties or use it for itself. 17.3

Copyrights and rights of use, publications 11.1

- The dient neceives a simple, unlimited, non-transferable, non-sublicensable sight of use to the contents of the work results produced within the scope of the contract, unless otherwise agreed by the parties in a separate agreement. The dient may only use such reports, exactle approximations, test reporting the status calculations, presentations etc. prepared within the scope of the contract by the contractually agreed purpose. 11.2
- 11.3 The transfer of right of use of the generated work results regulated in dause 11.2. of the GTCB is subject to full payment of the remuneration agreed in favour of TÜV Rheinland.
 - The client may use work results only complete and unshortened. The client may only pass on the work results in full unless TÜV Rheinland has given its prior wittlen consent to the partial passing on clicular and with
- 11.5 Any publication or duplication of the work results for advertising purposes or any further use or work results beyond the scope regulaed in clause 11.2 needs the pilor written approval of Rheinand in each individual case.
- TÜV Rheinland may revolve a once given approval according to dause 11.5 at any time without stating reasons. In this case, the dient is obliged to stop the transfer of the work results immediately at his own expense and, as far as possible, to withdraw publications.
- 11.7 The consent of TÜV Rheinland to publication or duplication of the work results does not entitle the client to use the corporate logo, corporate design or test/certification mark of TÜV Rheinland.

Liability of TÜV Rheinla

- Lability of TW Reviewand Imrepector of the legal basis, to the fullest extent permitted by applicable law, in the event of a breach of contractual obligations or fort, the lability of TW Revierland for all damages, bases and reinhumement of expenses caused by TUV Revierland, taging representables and/or angloages shall be timed to: (i) in the case of a contract with a fast overall ke, three times the overall ke, the times of the contract starts and the start of the start of the timest the start of the provides for the possibility of placing individual order, three times of the fast the individual order, three under which the damages or losses have occurred. Navahitalized the above, in the event that the such or equivalent amount in local currency, and (v) in the case of a transvork agreement that provides for the possibility of placing introvidual order, three times of the fast the individual order. The under which the damages or losses have occurred. Navahitalized the above, in the event that the factor or equivalent amount in local currency. Hould and accurately the order of the lability particular of the time of the fast of UV Revisind and be only immide to and shall not exceed the said 2.5 Million Euro or equivalent namount in local currency.
- The limitation of liability according to article 12.1 above shall not apply to damages and/or losses caused by malice, intent or gross negligence on the part of TUV Rheinland or its vicanious agents. Such limitation shall not apply to damages for a person's death, physical injury or linless. 12.2
- Such immation main not apply to damages for a period is seen, physical injury or inness. In cases involving a fundmental benefit on contract, TUV Perinariand will be biable even where minor neglepance is involved. For this purpose, a "fundmental benefit" is benech of a material contractual damages for a fundmental benefit or contract shull be invited to be anound or dismages manages for semantic barrows and contract shull be invited to be anound or dismages manages foresena as a possible consequence of such breach of contract at the time of the beach (reasonaby foresena as a possible consequence of such breach of contract at the time of the beach (reasonaby foresena be admagnes), urises any of the circumstance described in artificat 22 apples. 12.3
- Comparing a mean my or we auximitiations destribed in article 12 applies. TOV Rhenital which no be lakely for the acis of the presentem make available by the diant to support TOV Rhenitand in the performance of its services under the contract, unless such personnel made available is singulated a surgicity applies of TOV Rhenitand is not table for the acis available is singulated as vianous applies of TOV Rhenitand is not table for the acis and table and the strategies applies and the strategies are also and the strategies and the TOV Rhenitand against any dams made by bird parties arising from or in connection with such personnel's acis. 12.4
- Unless otherwise contractually agreed in writing, TÜV Rheinland shall only be liable under the tact to the dient. 12.5
- 12.6 The limitation periods for daims for damages shall be based on statutory provisions None of the provisions of this article 12 changes the burden of proof to the disadvantage of the client 12.7

Export contro

- When passing on the services provided by TÜV Rheinland or parts thereof to third parties in Greater China or other regions, the client must comply with the respectively applicable regulations of national and international export control law. 13.1
- 13.2 The performance of a contract with the client is subject to the proviso that there are no obstades to performance due to national or international foreign trade legislations or embargos and/or sanctions.

In the event of a violation, TÜV Rheinland shall be entitled to terminate the contract with immediate effect and the client shall compensate for the losses incured thereof by TÜV Rheinland.

Data protection notice

Data protection notice TUX Reintrain processes personal data of the dent for the purpose of Milling this contract. In addition, TUX Reintrain data processes personal by a dataced by charantum or legal persons if the legal the personal data of the dent will only be dataced by other nature or legal persons if the legal mediately as soon as a corresponding means for deleton artes. Data subjects may exercise the following dists: sprit or homband, sprit the deleta by the data processing investing, effect of objection, right of data tantiferability, in additon, persons concerned by the data processing investing, effect of objection, right of data tantiferability, in additon, persons concerned by the data processing investing, effect of objection, right of data tantiferability, in additon, persons concerned by the data processing investing, effect on procession in the system will defect by the fullity as while a the glicity of the data of processing the system of the system of the data tant of the data of the data objection information. Not can constant the Ginup bata Protection Often of UTW Reinland by email at deternatized by a system is the following address: TUX Reinland by email at deternatized by a not can as the sprease of the data of the objection of theorem of UTW Reinland by emails and deternative the data for a for data tantific by data the data of the objection relineant by emails and deternative the data for a for a data the following address: TUX Reinland by emails and deternative the data for the data by person and the data by data and the data data address the data and the data by data and the data by data and the data by data and the data address the data of the data by data and the data address the data by the data and the data by data address the da

15. Test materials/samples: transport risk and storage

- 15. Test materials samples: transport risk and storage
 15.1The risk and costs for freight and transport of downmarks to test material simples to and from TUV Rhenitand
 as well as the costs of recesary disposal measures shall be borne by the diert. TUV Rhenitand til
 be only lable for the dient to sol test material/simples in the laborationes or windhouses of TUV
 Rhenitand orly in case of goes negligence.
 15.2Ardy destroyed and otherwise workless label tables to the simulated simples in the laborationes or windhouses of TUV
 Rhenitand trait the openies of the dent, transe otherwise agreed.
 15.3Undranged test material/simples shall be stored by TUV Rhenitand tor four (4) weeks after completion of
 the test. If a longer storage period is desired, TUV Rhenitand hard for four (4) weeks after completion of
 the test. If a longer storage period is desired, TUV Rhenitand harding/simples will be disposed
 of by TUV Rhenitand for the client for a feel naccodance with dause 152.

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Termination of the contract

16.3

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18. Hardship

19.3

19.4

17. Force Majeure

- 10. Termination or use Compact. Its entirely or in the carto diservices contributed in one commark, each of the combined parts of the first entirely or in the case of services contributed in one commark, each of the combined parts of the month notice to he end of the contractually granded term. The notice period shall be benefated to (8) weeks in case TUV Rhelmand Is prevented from performing the services due to a loss or a suspension of this acceleration or not factors.
- 16.2For good causes, TÜV Rheinland may consider giving a written notice to the dient to termin which indudes but not limited to the following:
 - a) the client does not immediately notify TÜV Rheinland of changes in the conditions within the company which are relevant for certification or signs of such changes;
 - b) the client misuses the certificate or certification mark or uses it in violation of the contract c) in the event of several consecutive delays in payment (at least three times);

 - c) in the terms of several outsecture design in payment (a tead lines lines), d) a substantial deterioration of the financial circumstances of the client occurs and as a result the payment claims of TUV Rheinland under the constract as considerably endangeed and TUV 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;

f) ifTÜV 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, sanctors, loss of accrediation or notification, or other.

the event of termination with writen note by TUV Rheinfand for good cause, TUV Rheinfand shall entitled be alump-sum dam for damages against the denit if the continuous of a dam for damages as in this case, the classification of its of the manuentation to be paid with the end of the field contract sta-lower damage. TUV Rheinfand reserves the right to prove a considently higher damage in individ case.

/ 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 *jenvice* provided my provided by TDV. Rheinland whin 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.

asonably have been avoided or overcome by the affected Party. In the absence of core to the cortrary, the following events affecting a Party shall be presumed to fulfil conditions (a) and (b) under pagangsh 1 of this Gausse: (i) war (whether declared or not), houtlikes, mission, act of breign emeries, extensive military molizization; (ii) of war (not, belon and revolution, military or usuped power, insuranction, act of terrorian, subclage or priors; (ii) currenty and trade relation; embages, associat; (iv) act of cultorianty, miletary or usuped power, insuranction, act of terrorian, subclage or priors; (ii) currenty and trade relation; embages, associat; (iv) act of cultoriny where it relation; nationalization; (v) raigue, epidemic; down of transport, teeroomstaction, thomation system or relative; (vi) raigue, epidemic; down of transport, discound exclassion; counters, epidemic; and or cultorianty, strike and lockout; godiow, coupsion of factories and previous and lockout; godiow, coupsion of factories and previous.

as aboycnit, attike and lock-out go-dow, occupation of factories and primities. The Party accessful (jnicekny fis Licalies is indexed from it duy to perform its obligations under the context and from any liability indexings is called as a problem contractual emergy for breach of contract, from whole due to the performance of the performance of the performance of the performance of the above consequences shall apply only and long as the impediant involved inspects performance by the above consequences shall apply only and long as the impedianter involved inspects performance by the above consequences shall apply only and long as the impedianter involved inspects performance by the contractoring Parties of what they were reasonably emitted to appect under the contract, effer Party is the apped on Parties operand signer that the contract may be berrinnable by effer Party if the duation of the repetition contracts that diffactions within a escondard period to the other Party if the duation of the repetition contracts that diffactions within a escondard period to the other Party if the duation of the repetition contracts that diffactions is the impedianter contract. The duation of the repetition contract the period tracts the outpetition to applications is the repetition contract to period theory other parts in the contract of the duation of the repetitions contract to period theory.

18.1The 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 condusion of the contract.

(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 negotate alternative contractual terms which reasonably allow to overcome the consequences of the event.

18.3.Where Clause 18.2 applies, but where the Parties have been unable to agree alternative contractual terms as provided in that paragraph, the Party involving this Clause is entitled to terminate the contract, but cannol request adaptation by the judge or arbitration whou 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.

Should one or several of the provisions under the contract and/or these terms and conditions be or become ineffective, the contracting parties shall replace the invalid provision with a legally valid provision that comes closest to the content of the invalid provision in legal and commercial terms.

Unless otherwise stipulated in the contract, the 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.

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

a) in the case of TOV Rheinland is question being legally registered and existing in the Poppie's Republic of Chran, by Chran Istemational Economic and Trade Additation Commission (CETRA) to be satisfied by abstration under the Artistation Naeka of CETRA (in the web mich artistation is submitted. The additation shall alse place in Beijing, Shenghai, Shenghen or Chorging as appropriately chosen by the daring party.

in the case of TÜV Rheinland in question being legally registered and existing in Taiwan, to nese Arbitration Association, Taipei to be arbitrated in accordance with its then current Rules of traton. The abitraton shall she place in Taipei.

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() In the case of TUV Reinfand being legally registered and existing in Hong Kong, to Hong Kong International Arbitration Centre (HKAC) to be settled by arbitration under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted in accordance with these rules. The arbitration shall take place in Hong Kong.

The decision of the relevant arbitration tribunal shall be final and binding on both parties. The arbitration fe shall be borne by the losing party.

s otherwise slipulated in the contract, if no settlement or no agreement in respect of the extension of agotiation period can be reached within two months of the arising of the dispute, the dispute shall be

he 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

18.2. Notwithstanding paragraph 1 of this Clause, where a Party proves that

1.1. "Frome Majoure" means the occurrence of an event or circumstance that prevents or impedes a Party from performing one or more of its contractual obligations under the contract, if and to the extent that that Party prover. (a) hat such mediment is beyond its resonance concile and (b) that found and reasonably have been forearen at the time of the contract, and (c) tatther effects of the impediment could not reasonably have been avoided or occurrence by the affected Party.