Test Report -Product



PASS

## Test Report No.: 168487358h 001

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Client:	<b>FLASHBAY ELECTRONICS</b> Building 2, Jixun Industrial Park, Xinjiao, Dong'ao Village, Shatian Town, Huiyang District, Huizhou City, Guangdong Province, P. R. China
Test item(s):	Foodware
Identification / Model No(s):	Tastie / TT
Sample obtaining method:	Sending by customer
Condition at delivery:	Test item complete and undamaged.
Sample Receiving date:	2024-06-02
Testing Period:	2024-06-04 to 2024-06-20
Place of testing:	Chemical laboratory Shenzhen
Test specification:	Test conclusion:

- Regulation (EC) No 1935/2004

materials in contact with foodstuff:

Other Information:

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

Steven Yu / Assistant Project Engineer

Performed parameter(s) for the compliance with the following regulations concerning

2024-07-08 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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1. Sample List:

Sample No.	Material	Color	Location
1	Whole product	Black	Black Foodware
2	Stainless steel	Silvery	Body
3	Plastic (PP)	Black	Lid
4	Silicone rubber	Transparent	Sealing ring

## 2. Overall Results

Test No.	Tested Item	Conclusion
1	Sensorial examination	Pass
2	Global Migration	Pass
3	Global Migration from Silicone	Pass
4	Colourfastness	Pass
5	Specific Migration of Primary Aromatic Amines	Pass
6	Specific Release of Metals	Pass
7	Specific Migration of Metals	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<br/>scheme:0 =Evaluation scheme:1 =Barely discernible deviation2 =Weak deviation3 =Clear deviation4 =Strong deviationLimit:3 (failed)

The following food simulants and conditions were applied:

Food simulant	Test duration / Temperature			
Water	Fill with boiling water and let stand at 40°C for 24 hours			

Test No.:	1
Sample No.:	1
Parameter:	Result
Transfer of Smell:	0
Transfer of Taste:	0



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## 3.2 Global Migration

Test method: The migratory behaviour is examined with reference to Commission Regulation 10/2011 and its amendments.

Limit: 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%	1 hour(s) / 100 °C
Ethanol 50%	1 hour(s) / 100 °C

Test No.:		1						
Sample No.:		3						
Migration ratio:		167 ml / dm <sup>2</sup>						
Parameter	Unit	nit RL Migration Result		2 <sup>nd</sup> Migration Result	3 <sup>rd</sup> Migration Result	Limit		
Acetic acid 3%	mg/dm <sup>2</sup>	2	5	4	3	10		
Ethanol 50%	mg/dm <sup>2</sup>	2	2	<rl< td=""><td><rl< td=""><td>10</td></rl<></td></rl<>	<rl< td=""><td>10</td></rl<>	10		

Abbreviations:

RL = Reporting Limit

ml/dm<sup>2</sup> = Mililitre per square decimetre

- mg/dm<sup>2</sup> = Milligram per square decimetre
  - < = Less than



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## 3.3 Global Migration from Silicone

Test method: The migratory behaviour is examined with reference to Chapter V, Article 18 of Commission regulation 10/2011 and its amendments. Deviating to the regulations the following tests were performed as orientating single tests.

Limit: Resolution AP (2004) 5 on silicones used for food contact applications

#### The following food simulants and conditions were applied:

Food simulant	Test duration / Temperature
Acetic acid 3%	1 hour(s) / 100 °C
Ethanol 50%	1 hour(s) / 100 °C

Test No.:	1				
Sample No.:		4			
Parameter	Unit Result Limit				
Acetic acid 3%	mg/dm <sup>2</sup>	2	10		
Ethanol 50%	mg/dm <sup>2</sup>	2	10		

Abbreviations:

mg/dm<sup>2</sup> = Milligram per square decimetre

< = Less than

Products



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## 3.4 Colourfastness

- Test method: Resolution AP (89) 1 on the use of colorants in plastic materials coming into contact with food, Appendix III
- Limit: Resolution AP (89) 1 on the use of colorants in plastic materials coming into contact with food *No transfer of colorants to foodstuffs is permitted*

Test No.:	1
Sample No.:	3
Parameter – Colourfastness to	Difference between blank and filter paper contacted with sample
Water	No
Acetic acid 3 %	No
Ethanol 50 %	No
Oil	No



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## 3.5 Specific Migration of Primary Aromatic Amines

Test method: The migratory behaviour was examined with reference to Commission Regulation (EU) No 10/2011 and its amendments. Determination by LC-MS/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%	Fill with boiling water and let stand at 40°C for 24 hours

	1 1						
Mi	150 ml / dm <sup>2</sup>						
Parameter	CAS no.	Unit	RL	1 <sup>st</sup> Migration Result	2 <sup>nd</sup> Migration Result	3 <sup>rd</sup> Migration Result	Limit
2,4-Diaminoanisole	615-05-4	mg/kg	0.002	n.d.	n.d.	n.d.	n.d.
2,4-toluenediamine	95-80-7	mg/kg	0.002	n.d.	n.d.	n.d.	n.d.
4,4'-oxydianiline	101-80-4	mg/kg	0.002	n.d.	n.d.	n.d.	n.d.
Benzidine	92-87-5	mg/kg	0.002	n.d.	n.d.	n.d.	n.d.
4,4'-methylenedianiline	101-77-9	mg/kg	0.002	n.d.	n.d.	n.d.	n.d.
o-anisidine	90-04-0	mg/kg	0.002	n.d.	n.d.	n.d.	n.d.
o-Toluidine	95-53-4	mg/kg	0.002	n.d.	n.d.	n.d.	n.d.
4,4'-bi-o-toluidine	119-93-7	mg/kg	0.002	n.d.	n.d.	n.d.	n.d.
3,3'-Dimethoxybenzidine	119-90-4	mg/kg	0.002	n.d.	n.d.	n.d.	n.d.
4-chloroaniline	106-47-8	mg/kg	0.002	n.d.	n.d.	n.d.	n.d.
p-cresidine	120-71-8	mg/kg	0.002	n.d.	n.d.	n.d.	n.d.
4-chloro-o-toluidine	95-69-2	mg/kg	0.002	n.d.	n.d.	n.d.	n.d.
4-aminobiphenyl	92-67-1	mg/kg	0.002	n.d.	n.d.	n.d.	n.d.
4,4'-Methylene-di-o-toluidine	838-88-0	mg/kg	0.002	n.d.	n.d.	n.d.	n.d.
4,4'-thiodianiline	139-65-1	mg/kg	0.002	n.d.	n.d.	n.d.	n.d.
2-Naphthylamine	91-59-8	mg/kg	0.002	n.d.	n.d.	n.d.	n.d.
3,3'-Dichlorobenzidine	91-94-1	mg/kg	0.002	n.d.	n.d.	n.d.	n.d.
4,4'-methylene-bis-(2-chloro-aniline)	101-14-4	mg/kg	0.002	n.d.	n.d.	n.d.	n.d.
4-aminoazobenzene	60-09-3	mg/kg	0.002	n.d.	n.d.	n.d.	n.d.
o-aminoazotoluene	97-56-3	mg/kg	0.002	n.d.	n.d.	n.d.	n.d.
2,4,5-Trimethylaniline	137-17-7	mg/kg	0.002	n.d.	n.d.	n.d.	n.d.
2-Methyl-5-nitroaniline	99-55-8	mg/kg	0.002	n.d.	n.d.	n.d.	n.d.

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m-phenylenediamine	108-45-2	mg/kg	0.002	n.d.	n.d.	n.d.	n.d.
Benzoguanamine	91-76-9	mg/kg	0.01	n.d.	n.d.	n.d.	5
4,4'-Methylenebis-(3-cholor-2,6- diethylaniline)	106246-33- 7	mg/kg	0.01	n.d.	n.d.	n.d.	0.05
· · · · · ·		8 of Annex XVII to Regulation (EC) No 1907/2006 and its amen					
p-toluidine	106-49-0	mg/kg	0.01	n.d.	n.d.	n.d.	-
p-phenylenediamine	106-50-3	mg/kg	0.01	n.d.	n.d.	n.d.	-
2-Methyl-4-nitroaniline	99-52-5	mg/kg	0.01	n.d.	n.d.	n.d.	-
o-phenylenediamine	95-54-5	mg/kg	0.01	n.d.	n.d.	n.d.	-
1,5-naphthylenediamine	2243-62-1	mg/kg	0.01	n.d.	n.d.	n.d.	-
Aniline	62-53-3	mg/kg	0.01	n.d.	n.d.	n.d.	-
2,4-Dimethylaniline	95-68-1	mg/kg	0.01	n.d.	n.d.	n.d.	-
2,6-Dimethylaniline	87-62-7	mg/kg	0.01	n.d.	n.d.	n.d.	-
5-Chloro-2-methylaniline	95-79-4	mg/kg	0.01	n.d.	n.d.	n.d.	-
2,6-toluenediamine	823-40-5	mg/kg	0.01	n.d.	n.d.	n.d.	-
5-Amino-6-methyl-1,3-dihydro-2H- benzimidazol-2-one	67014-36-2	mg/kg	0.01	n.d.	n.d.	n.d.	-
4-aminobenzamide	2835-68-9	mg/kg	0.01	n.d.	n.d.	n.d.	-
3-Amino-4-methylbenzamide	19406-86-1	mg/kg	0.01	n.d.	n.d.	n.d.	-
m-Anisidine	536-90-3	mg/kg	0.01	n.d.	n.d.	n.d.	-
m-toluidine	108-44-1	mg/kg	0.01	n.d.	n.d.	n.d.	-
4-Ethoxyaniline	156-43-4	mg/kg	0.01	n.d.	n.d.	n.d.	-
2-ethoxyaniline	94-70-2	mg/kg	0.01	n.d.	n.d.	n.d.	-
4-Chloro-3-methoxyaniline	13726-14-2	mg/kg	0.01	n.d.	n.d.	n.d.	-
1,3-Diiminoisoindoline	3468-11-9	mg/kg	0.01	n.d.	n.d.	n.d.	-
3-Amino-4-methoxybenzanilide	120-35-4	mg/kg	0.01	n.d.	n.d.	n.d.	-
2,4,5-Trichloroaniline	636-30-6	mg/kg	0.01	n.d.	n.d.	n.d.	-
4-chloro-2,5-dimethoxyaniline	6358-64-1	mg/kg	0.01	n.d.	n.d.	n.d.	-
2-Methoxy-4-nitroaniline	97-52-9	mg/kg	0.01	n.d.	n.d.	n.d.	-
5-Chloro-2-methoxyaniline	95-03-4	mg/kg	0.01	n.d.	n.d.	n.d.	-
3-Chloroaniline	108-42-9	mg/kg	0.01	n.d.	n.d.	n.d.	-
2-Chloroaniline	95-51-2	mg/kg	0.01	n.d.	n.d.	n.d.	-
Dimethyl-2-aminoterephthalate	5372-81-6	mg/kg	0.01	n.d.	n.d.	n.d.	-
Biphenyl-2-ylamine	90-41-5	mg/kg	0.01	n.d.	n.d.	n.d.	-
2,5-Dichloroaniline	95-82-9	mg/kg	0.01	n.d.	n.d.	n.d.	-
2-Nitroaniline	88-74-4	mg/kg	0.01	n.d.	n.d.	n.d.	-
4-Aminotoluene-3-sulfonic acid	88-44-8	mg/kg	0.01	n.d.	n.d.	n.d.	-
2-Aminonaphthalene-1-sulfonic acid	81-16-3	mg/kg	0.01	n.d.	n.d.	n.d.	_

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2,4-Dinitroaniline	97-02-9	mg/kg	0.01	n.d.	n.d.	n.d.	-
2-Chloro-4-nitroaniline	121-87-9	mg/kg	0.01	n.d.	n.d.	n.d.	-
Sum of Primary Aromatic Amines <sup>*1</sup>	-	mg/kg	0.01	n.d.	n.d.	n.d.	n.d.

Abbreviations:

- RL = Reporting Limit
- n.d. = Not detected
- mg/kg = Milligram per kilogramm
- ml/dm<sup>2</sup> = Mililitre per square decimetre
  - < = Less than

#### Remark:

\*1 Sum of Primary Aromatic Amines does not include the value of Benzoguanamine and 4,4'-Methylenebis-(3-cholor-2,6-diethylaniline) as the SML of both substances should refer to EU 10/2011 Union list.

Single components with an amount of less than reporting limit were not considered by the calculation of the sum. In the case of all of Primary Aromatic Amines were not detected, the result is stated n.d.



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## 3.6 Specific Release of Metals

Test method: The sample preparation is performed with reference to "*Technical Guide on Metals and alloys used in food contact materials*". The migratory behaviour is examined with reference to Chapter V, Article 18 of Commission regulation 10/2011 and its amendments. Presence of elements were detected by means of ICP-MS.

Limit: Technical Guide on Metals and alloys used in food contact materials

The following food simulant and condition was applied:

Food simulant	Test duration / Temperature
Artificial tap water	5 mins for 100°C

Test No.:	1							
Sample No.:	2							
Volume to surface area ratio	170 ml / dm²							
	Sum 1 <sup>st</sup> + 2 <sup>nd</sup> test				3 <sup>rd</sup> test			
Parameter	Unit	RL	Result	Limits (*2)	Result	Limits <sup>(*1)</sup>		
Silver (Ag)	mg/kg	0.05	<rl< td=""><td>0.56</td><td><rl< td=""><td>0.08</td></rl<></td></rl<>	0.56	<rl< td=""><td>0.08</td></rl<>	0.08		
Aluminum (Al)	mg/kg	0.1	<rl< td=""><td>35</td><td><rl< td=""><td>5</td></rl<></td></rl<>	35	<rl< td=""><td>5</td></rl<>	5		
Cobalt (Co)	mg/kg	0.01	<rl< td=""><td>0.14</td><td><rl< td=""><td>0.02</td></rl<></td></rl<>	0.14	<rl< td=""><td>0.02</td></rl<>	0.02		
Chromium (Cr)	mg/kg	0.01	0.01	1.75	0.09	0.25		
Copper (Cu)	mg/kg	0.5	<rl< td=""><td>28</td><td><rl< td=""><td>4</td></rl<></td></rl<>	28	<rl< td=""><td>4</td></rl<>	4		
Iron (Fe)	mg/kg	5	<rl< td=""><td>280</td><td><rl< td=""><td>40</td></rl<></td></rl<>	280	<rl< td=""><td>40</td></rl<>	40		
Manganese (Mn)	mg/kg	0.1	<rl< td=""><td>12.6</td><td><rl< td=""><td>1.8</td></rl<></td></rl<>	12.6	<rl< td=""><td>1.8</td></rl<>	1.8		
Molybdenum (Mo)	mg/kg	0.02	<rl< td=""><td>0.84</td><td><rl< td=""><td>0.12</td></rl<></td></rl<>	0.84	<rl< td=""><td>0.12</td></rl<>	0.12		
Nickel (Ni)	mg/kg	0.01	<rl< td=""><td>0.98</td><td><rl< td=""><td>0.14</td></rl<></td></rl<>	0.98	<rl< td=""><td>0.14</td></rl<>	0.14		
Tin (Sn)	mg/kg	10	<rl< td=""><td>700</td><td><rl< td=""><td>100</td></rl<></td></rl<>	700	<rl< td=""><td>100</td></rl<>	100		
Vanadium (V)	mg/kg	0.01	<rl< td=""><td>0.07</td><td><rl< td=""><td>0.01</td></rl<></td></rl<>	0.07	<rl< td=""><td>0.01</td></rl<>	0.01		
Zinc (Zn)	mg/kg	1	<rl< td=""><td>35</td><td><rl< td=""><td>5</td></rl<></td></rl<>	35	<rl< td=""><td>5</td></rl<>	5		
Arsenic (As)	mg/kg	0.002	<rl< td=""><td>0.014</td><td><rl< td=""><td>0.002</td></rl<></td></rl<>	0.014	<rl< td=""><td>0.002</td></rl<>	0.002		
Barium (Ba)	mg/kg	0.1	<rl< td=""><td>8.4</td><td><rl< td=""><td>1.2</td></rl<></td></rl<>	8.4	<rl< td=""><td>1.2</td></rl<>	1.2		
Beryllium (Be)	mg/kg	0.01	<rl< td=""><td>0.07</td><td><rl< td=""><td>0.01</td></rl<></td></rl<>	0.07	<rl< td=""><td>0.01</td></rl<>	0.01		
Cadmium (Cd)	mg/kg	0.002	<rl< td=""><td>0.035</td><td><rl< td=""><td>0.005</td></rl<></td></rl<>	0.035	<rl< td=""><td>0.005</td></rl<>	0.005		
Mercury (Hg)	mg/kg	0.003	<rl< td=""><td>0.021</td><td><rl< td=""><td>0.003</td></rl<></td></rl<>	0.021	<rl< td=""><td>0.003</td></rl<>	0.003		
Lithium (Li)	mg/kg	0.02	<rl< td=""><td>0.336</td><td><rl< td=""><td>0.048</td></rl<></td></rl<>	0.336	<rl< td=""><td>0.048</td></rl<>	0.048		
Lead (Pb)	mg/kg	0.01	<rl< td=""><td>0.07</td><td><rl< td=""><td>0.01</td></rl<></td></rl<>	0.07	<rl< td=""><td>0.01</td></rl<>	0.01		
Antimony (Sb)	mg/kg	0.01	<rl< td=""><td>0.28</td><td><rl< td=""><td>0.04</td></rl<></td></rl<>	0.28	<rl< td=""><td>0.04</td></rl<>	0.04		

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Thallium (TI) m	mg/kg 0.0001	<rl< th=""><th>0.0007</th><th><rl< th=""><th>0.0001</th></rl<></th></rl<>	0.0007	<rl< th=""><th>0.0001</th></rl<>	0.0001
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Abbreviations:

RL = Reporting Limit

mg/kg = Milligram per kilogram

< = Less than

Remark:

- \*1 Compliance is established on the findings on the third test for products intended for repeated use.
- \*2 In addition, the sum of each metal in the first and second test should not exceed the sevenfold limit.



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## 3.7 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: 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%	1 hour(s) <b>/</b> 100 °C

Test No.:	1							
Sample No.:	3							
Migration ratio:	167 ml / dm <sup>2</sup>							
Parameter	Unit	RL	1st Migration Result	2nd Migration Result	3rd Migration Result	Limit		
Aluminium	mg/kg	0.1	n.d.	n.d.	n.d.	1		
Antimony	mg/kg	0.01	n.d.	n.d.	n.d.	0.04		
Arsenic	mg/kg	0.01	n.d.	n.d.	n.d.	n.d.		
Barium	mg/kg	0.1	n.d.	n.d.	n.d.	1		
Cadmium	mg/kg	0.002	n.d.	n.d.	n.d.	n.d.		
Total Chromium	mg/kg	0.01	n.d.	n.d.	n.d.	n.d.		
Cobalt	mg/kg	0.01	n.d.	n.d.	n.d.	0.05		
Copper	mg/kg	0.5	n.d.	n.d.	n.d.	5		
Iron	mg/kg	5	n.d.	n.d.	n.d.	48		
Lead	mg/kg	0.01	n.d.	n.d.	n.d.	n.d.		
Lithium	mg/kg	0.1	n.d.	n.d.	n.d.	0.6		
Manganese	mg/kg	0.1	n.d.	n.d.	n.d.	0.6		
Mercury	mg/kg	0.01	n.d.	n.d.	n.d.	n.d.		
Nickel	mg/kg	0.01	n.d.	n.d.	n.d.	0.02		
Zinc	mg/kg	1	n.d.	n.d.	n.d.	5		
Europium	mg/kg	0.01	n.d.	n.d.	n.d.			
Gadolinium	mg/kg	0.01	n.d.	n.d.	n.d.			
Lanthanum	mg/kg	0.01	n.d.	n.d.	n.d.			
Terbium	mg/kg	0.01	n.d.	n.d.	n.d.			
Sum of Lanthanide substances	mg/kg	0.01	n.d.	n.d.	n.d.	0.05		

#### Abbreviations:

- RL = Reporting limit
- n.d. = Not detected
- mg/kg = Milligram per kilogram
  - < = Less than

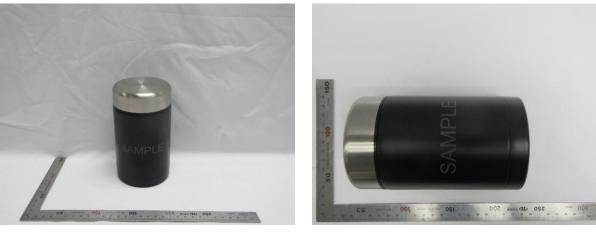
Remark:

\*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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4. Sample picture(s):



Sample No. 1

Sample No. 2



Sample No. 3



Sample No. 4



Product

- END -



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

- Scope These General Terms and Conditions of Business of TUV Rheinland in Greater China (GTCB\*) is made between the client and one or more member entities of TUV Rheinland in Greater China as applicable as the case may be (TUV Rheinland). The Greater China here of fers to the regions within the territories of China. The client hered includes: (a) natural person capable to form legally londing contracts under the applicable laws who concludes the contract not for the purpose of a daily use; (b) the notroprotect or unincorporate cathy duby cognized, validly existing and capable to form **1.** 1.1
- The incorporated or unincorporated entity duy organized, validly existing and capable to form legally binding contrast under the applicibable law. The following terms and conditions apply to agreed services including consultancy services, information, deliveries and similar enviros and other secondary obligations provided within the scope of contract performance. Any standard terms and conditions of the client of any nature shall not apply and shall hereby be appressly excluded. No standard contractual terms and conditions of the client shall form part of the contract of an organize basiness relationship with the client. His GTCS thal also apply to future contracts with the client dW private halm on the private sequences future contracts with the client without TÜV Rheinland having to refer to them separately in each individual case. 1.2 1.3
- 1.4
- 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. 2.
- 3.
- Rheniand without notice prior to its acceptance and confirmation by the other party. Coming into effect and duration of contracts. The contract shall come into effect for the agreed terms upon the quotation letter of TÜV Rheniand or a separate contractual document being agranded by both contracting parties, or upon the works requested by the dient baing carried out by TÜV Rheniand. If the dient instructs TUV sole discretion, entities to accept the order by going writem noticed of such acceptance including notice service as the super sole of the discretion of the contract for an exceptance including indice services. The contract term astructs for contract. If the contract provides for an extension of the contract term, the contract term will be extended monor that the order of the order of the contract term, the contract term will be extended monor think on the order of the contract term, the contract term will be extended monor that only be of the order of the contract term, the contract term will be extended monor that only on the order of the contract term. 3.2
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- **4**.
- Scope of services 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 TUV Rheinland exists, then the written confirmation of order by TÜV Rheinland shall be decive for the service to be provided. Unless otherwise argreed, services beyond the scope of the service description (e.g., checking the correctness and functionality of parts, products, processes, installations, organization on bland in the service description, as well as the intended use and application of such are not overd. In particular, no responsibility is assumed for the service of parts, unless this expressly station in the order. The agreed services shall be performed in compliance with the regulations in force at the time the contract is entreed into. 42
- The agreed services area or particular a contract is entered into. 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 4.3
- 4.4 4.5
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- The ageed services shall be parformed in compliance with the regulations in force at the time the control is entered in the control of the service of the system of the service of the service of the subscription of the sork there shall be no simultaneous assumption of any guarantee of the product to be followed. Control of the work there shall be no simultaneous assumption of any guarantee of the transformer unless otherwise agreed in writing of it mandatory provisions require a specific product to be followed. Control of the work there shall be no simultaneous assumption of any guarantee of the transformer and the work there shall be no simultaneous assumption of any guarantee of the application in accordance with regulations, nor of the systems on which the installation is about any specification in accordance with regulations, nor of the systems on which the installation is about the specification in accordance with regulations, on or the systems on which the installation is accordance the case of negative systems on which the inspections are based. Unless dherwise approximates or safety regulations on which the inspections are based, specification is accordance with regulations on which the inspections are based. The same of negative programmes or safety regulations on which the inspections are based, specification accordance with classes of the systems on work results and the same strate is additional specification specification and the same strate is additional strate in the soft reserves are agreed succlusively with through a specification accordance with classes on work results additional reserves are shall accordance with classes on work results additional reserves are shall be applied if the clear pages and succlusively with contractive and the direct across active bases the corresponding legal liability contractive specification active and the direct across active bases active and activative and any specification across to be provided by the the strate and contractive and 4.8
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- **5.** 5.1
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- 5.5 5.6
- shall be borne by the client. Performance periodu/date the contractually signed periodu/dates of performance are based on estimates of the work involved witch are prepared in line with the datable provided by the dates. They shall only be the contractually signed periodu/dates of performance are based on estimates of the work. Arcies 5.1 and 5.2 also apply, even whole are expressed periods shall not commerce und the client has submitted all required documents to TUV Rheninard. Arcies 5.1 and 5.2 also apply, even whole appreces, bees periods shall not commerce und the client has submitted all required documents to TUV Rheninard. Millife his during to compare the ancodence with client 6.1 or has not done to intere and, in performance of the service as specified in the contract. If the performance of TUV Rheninard is delayed due to untreaseable circumstances such as force majeure, strabs, business discriptions, governmental regulations, transport datalas, etc., corresponds al least to the charactor of the humance plus any time period which may be required to resurve performance. If the client is obliged to comply with legal, dificulty prescribed and/or ty the accreditor. Rheningha, which enable the client to comply with the legal and/or follow yrance, the disaltences, the integrity strang that ensuring the deadlines is the contractual obligation of TUV Rheninard.

#### **6.** 6.1

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  The client's obligation to cooperate
  Design of the client's obligation
  Design of courses, supples, auxiliary staff, etc. necessary for performance of the services shall
  be made available fire of charge by the client. Moreover, cultobarrate action of the client must be
  understands in accordance with legal provisions, standards, safety regulations and accorden
  () the client must be client. Moreover, cultobarrate action of the client must be
  understands on the client must be
  client of the client 6.2
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- 7. 7.1
- Prices If the scope of performance is not laid down in writing when the order is placed, invoking shall be based on costs actually incurred. If no price is agreed in writing, invoking shall be made in accordance with here price laid TOV behaninad valid at the time of performance. Unless otherwise agreed, work shall be invoked according to the progress of the work. The agreed flow price acceded 22 good on or equivalent value in local currency. TDV Rheinland may demand payments on account or in instalments.
- 7.2 7.3

#### 8. 8.1

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- may demind payments on ecours of the measuremes. Payment terms All invoice amounts shall be due for payment within 30 days of the invoice date without deduction on receipt of the invoice. No discourch and rebates shall be granted. Payments shall be made to the bank account of TUV Rheinland as indicated on the invoice, stating the invoice and client numbers. In cases of default of payment, TUV Rheinland hall be entitled to claim default interest at the applicable short moles in interest rate publicly announced by a regulable commercial bank in the courny where TUV Rheinland is located. At the same time, TUV Rheinland reserves the right Should the client orflaw. In payment the invoice despite being granted a reasonable grace period. TUV Rheinland shall be entitled to cancel the contract, withdraw the certificate, cliam damages for non-performance and refue to locative performance of the contract. The provisions set forth in article 8.4 shall allo apply in cases involving returned cheques, cases in which the commensement of insolvency proceedings against the client's assets on tax to apply the state of the state of the state of the default in the meant of insolvency proceedings against the client's assets on tax to apply the commensement of insolvency proceedings against the to lark's assets. 8.3
- 8.4 8.5
- ctions to the invoices of TÜV Rheinland shall be submitted in writing within two weeks of to of the invoice.
- receipt of the invoice. TUV Rheinland shall be entitled to demand appropriate advance payments. TUV Rheinland shall be entitled to raise its fees at the beginning of a month if workheads and/or purchase costs have increased. If his case, TUV Rheinland shall notly 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 feet (period of notice) of changes in fees). If the rise in fees remains under 6% 8.7 8.8

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This GTCB is only used for TÜV Rheinland Business Stream Products Version 6.0/April 2024

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 notices of lawages in fees. If the contract is not terminate, the charged fees shall be contracted by the share the client shall be entitled to terminate the contract by the end of by legal vestablished and undisputed claims may be offset against claims by TÜV Rheimland. TUV Rheimland that have the right at all times to sed for avoid any amount due or payable by the client, including but not limited to self against any fees paid by the client under any contracts, agreement and/or correlavioutations reached with TUV Rheimland.

- 8.9 8.10
- **9.** 9.1
- 9.2
- Acceptance of work Ary part of the work result ordered which is complete in itself may be presented by TÜV Rheinalnof or careptance 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 handwore of the work, unless the client refuses acceptance within this period stating at least one fundmental breach of contract by TÜV 9.3 u. t is not entitled to refuse acceptance due to insignificant breach of contract by TÜV
- 9.4
- The click is not entitled to refuse acceptance due to insignificant breach of contract by TUV Rheniand. If acceptance is excluded according to the nature of the work performance of TUV Rheniand, the completion of the work shall take its place. During the Follow-Augit stage, if the client was unable to make use of the time with Rheard and the completion of the work hand take its place. During the Follow-Augit stage, if the client was unable to make use of the time with Rheard and the certificate is therefore to be withdrawn (e.g. performance of surveillance audit), or of the client cancels or postpones a confirmed audit date within two (2) weeks before the agreed date, TUV Rhenhand the stirtude 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 Rhenhand has included not and advanced or accept services. TUV Rhenhand set also be entitled to charge three-sum in the accord scaled within one year after the order has been placed. The client reserves the right prove that the TUV Rhenhand has included not compensation for expenses in the amount of NDV Rhenhand has included and compensation for expenses if the service is not called within one year after the order has been placed. The client reserves the right prove that the TUV Rhenhand has included and whatsoever or only a considerably lower damage than the above mentioned lump sum. 9.5
- whatsoever or only a considerably lower damage than the above mentioned lump sum.
   **10. Confidentially 10.1 10.2 10.2 10.2 10.3 10.4 10.4 10.5 10.5 10.6 10.6 10.6 10.6 10.6 10.6 10.6 10.6 10.6 10.6 10.7 10.8 10.8 10.9 10.**
- 10.3
- any thefor leakages to be caused by the adoption of any unsubnicited confidential information tabring interfaced and the service of the transmission of the service of any compensation and confidential information which the disclosing party transmits or otherwise discloses to the receiving party and which is created during performance of vork by TUX hereinand: may only be used by the receiving party to the purposes of performing the contract, unless transmits of the second sec b)
- 10.4
- 10.5 a)
- b) d)
- the receiving party already possessed this information prior to disclosure by the disclosing party, dire incerking party developed it less it, imspective of disclosure by the disclosing party, shall not be deemed to constitute 'confidential information' as defined in this confidential information' as defined in the disclosing party, indired (i) in receiving party beetly agrees to immediately () return all confidential information's additionary, to destroy all confidential information that lensant by the disclosing party, and/or (ii) on requestly the disclosing party, and/or (ii) on requestly the disclosing party, and/or (iii) on request disclosing party, and/or (iii) on request disclosing party, and/or (iii) on request disclosing party, and certificates prepared for the cleant solely for the purpose of fulfilling the obligations under the contract, which hall remain with the disclosion and the requestly as a state to be preparing these reports and contributes in order to evidence the contentees of its results and for general documentation purposes required by laws, regulations and the requestly discloses of TUV Rheinland. From the start of the contract and for a partical disclose request after termination or exploy of the cont hesis of the contract and for a partical disclose request after termination or exploy of the order discloses the information to any third partices or use it for itset. 10.6
- 10.7
- Copyrights and rights of use, publications 10U Rheiniand shall retain all exclusions copyrights in the reports, expert reports/opinions, test reports/results, results, calculations, presentations etc. prepared by TUV Rheiniand, unkers Rheiniand a free to grant cheres the right to use the work results for individual or all types of use (right of use). 11. 11.1
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- 11.3 11.4
- therefore a provide the second 11.5
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- 11.7 **12.** 12.1
- The consert of TUV Rheninadi to publication or duplication of the work results does not entitle the client to use the corporate logo, corporate design or restoredireation mark of UV Rheninadi. **Liability of TUV** Rheninadi Trespective of the lengin basis, to the fulfest extent permitted by applicable law, in the event of a breach of contractual obligations or torit, the liability of TUV Rheninadi for al damages, bases and insimbursment of appenses caused VTUV Rheninadi is legal prepensatives and/or employmes that be limited to: (i) in the case of a contract with a face overalities, there times the agreed annual left. (iii) in the case of a contract with a face overalities, there times the agreed annual left. (iii) in the case of a contract where law of a contract and the intervex signed left. (iii) in the case of a contract oppensity of law of an admarked bases maximum d 20,000 Euro or equivalent amount in local currency; and (iv) in the case of a a maximum d 20,000 Euro or equivalent amount in local currency, the total and accumutate liability of TUV Rheninad with a local currency. The company deviation to the which in the instance of law of the law of the law of the currency, the total and accumutate liability of TUV Rheninad with local currency. The standard of the law of the currency the total and accumutate liability of TUV Rheninad with local currency. The standard of the law of the law of the law of TUV Rheninad with local currency. The standard of the law of
- 12.2 12.3
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- t3. Export control
   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
   The performance of a contract with the client is subject to the provision that there are no obstacle
   to performance due to national orient must deglisations or embages and/or
   sanctions. In the event of a violation, TÜV Rheinland shall be entitled to terminate the contract

ediate effect and the client shall compensate for the losses incured thereof by TÜV

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with immediate effect and the client shall compensate for the losses incured thered by TÜV Resense. The client understands and agrees that TÜV Rheinland processes personal data (including but not limeted to be served information) of the client and file related parties (including but not limeted to the supplier of the client) of the purpose of Utiling hits contract. The client confirms that has obtained the prior consent of the data subject, which entities TUV Rheinland to access, use, or process the consent of the data subject, which entities TUV Rheinland to access, use, or process the termina services, we may alter process entities personal data. TUV Rheinland to lise and process the data in accordance with the relevant legal basis. If any personal data has to be disclosed or trainafered to any third party or any overseas party outsides on after policites the services and was collected, the client also confirms that it has obtained the prior consent of the data subject. TUV Rheinland will take measures to avoid any leakage, abuse, maniputation, damage or numbrozed access of personal data. The personal data was be detected menessing variant foremation, reprive the consents at any time with effect to the future, sai well as the inpit to the accessing with the competent data protection supervisory authority. For third relations the processing of personal data by TUV Rheinland bar protection supervisory authority. For there details on the processing of personal data by TUV Rheinland bar protection supervisory authority. For there details on the processing of personal data by TUV Rheinland as the person response list or corritad processing. Protection TVI Konkeinland by TUV Rheinland bar person response list or corritad processing protection. To the respective data protection supervisor, wardow is, the the details protection of the or TUV Rheinland by email at disapprotection time. An disaward bar, the Courb person personal data by TUV Rheinland bar here and the person response list of corrita

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- Germany. Germany. The test samples submitted by the client to TÜV Rheinland for testing will be scrapped following testing or will be returned to the client at the client's expense. The only exceptions are test samples, which are placed in storage on the basis of statutory regulations or of another agreement with interfact. The testing of the client client is the client's expense. The only exceptions are test samples, which are placed in storage on the basis of statutory regulations or of another agreement with interfact. The testing of the client client is the client is the specific of another placing at test sample into storage will be disclosed to the client to be placed in storage at their premises, the reference samples or documentations must be made available to TUV Rheinland spon request prompty and the or dharge. If the client, in response to such a request, is for material and pecuniary durange resulting from the response to such a request. Its torough floward by the client against be lead to the USC performance of communities of control must be observed and the specific state of a state of the test marks conflicting or shall meet the applicable leagl requirements to EUEC certificates of callers. The restance period for the documentation shall be 10 (ten) years after the expiry of the test marks certificates or shall meet the applicable leagl requirements for EUEC certificates of callers of premises are borne by the client. TUV Rheinland shall be loss of test samples or reference samples from the laboratories or warehouses of TUV Rheinland and beso of clients operanies are borne by the client again will be liable for the loss of test samples or reference samples from the laboratories or warehouses of TUV Rheinland and beso of states amples or sterence the of the scates of the state of the states of the states of gross negligence. 15.4
- 15.5
- tion of the contract Notwithstanding clause 3.3 of the GTCB, TÜV Rheinland and the client are entitled to terminate the contract in its entirely or, in the case of services combined in one contract, each of the combined parts of the case of the combined of the combined of the combined parts. 16.Term The contract in this entirely or, in the case of services combined in one contract, each of the combined parts of the contract individually and independently of the continuation of the remaining services with six (B) month's notice to the end of the contractually agreed term. The notices period salla be hottneed to six (B) exels in a sea TUV Rheinland more performing the services due to a loss or a suspension of its accreditation or notification. For good causes, TUV Rheinland may consider ying any autition notice to the elimit to terminate the contract without bearing any labilities and the client shall pay the relevant service a feed for your observices provided by TUV Rheinland may use to the termination date of the contract. The aforesaid good causes includes but not limited to the following. the company which are interaction to the following: the company which are interaction for effective such changes: b) the client misuses the certification or sign such changes in the contract.
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- cable The Parties are bound to perform their contractual datase even if events have rendered performance more onnova than could reasonably have been anticipated at the time of the conclusion of the contract. Notwithstanding paragraph of this Clause, where a Party proves that: (a) the continued performance of its contractual datase has become exceeding over the second to the an expected (b) her contractual performance of the contractual datase has become exceeding over the second base taken into account at the time of the conclusion of the contract, and that (b) is 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, or the contractual terms as provided in that paragraph, the Party invoking the Clause is entitled to the minute the contract, but cannot request adaptation by the judge or arbitrator without the agreement of the other Party. 18.2
- 18.3
- 19.1
- All amendments and supplements to this close 1 (unsafet of the contract of the 19.2
- valia provision that comes cooless to the content of the invalia provision in legal and commercial Utiless otherwise stipulated in the contract, the governing like of the contract and these terms and conditions shall be chosen following the rules as below: If TUV 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. If TUV Rheinland in question is legally registered and existing in Taiwan, the contracting parties traven. a) b)

- 19.4
- governed by the terms of the legally registered and existing in Tawah, the conservery the lews of the TUV Reinform in question is legally registered and existing in Toyan, the contracting particle here that the contract and these terms and conditions shall be governed by the lews of Hong Kong. And the contract and these terms and conditions of the execution of the terms of the terms of the second seco