

Test Report No.: 87.400.23.262.02-00.01

Rev.: 00

Dated: 2023-05-24



Applicant:

Address:

Attn:

Sample Description: the material from GRILL/Frying pan

Model No.: EGP-012

Sample Received Date: 2023-04-27, Ningbo, Shanghai

Test Period: From 2023-04-27 to 2023-05-16, Ningbo, Shanghai

Purpose of examination: Verification of RoHS (Restriction of Hazardous Substances) directive 2011/65/EU and its amendment (EU) 2015/863 on submitted samples

Test Results: Refer to following page(s)

Remark:

- The result relates only to the items tested.
- The reference model(s) was declared by client.
- The test sample(s) and item(s) was specified by client.

TüV Süd Certification and Testing (China) Co., Ltd. Shanghai Branch
TüV Süd Group

Prepared by:

Reviewed by:

Ni Kai kai



Mandy Wu

Ni, Kai kai
Project Engineer

Wu, Mandy
Project Manager

Disclaimer Measurement Uncertainty: Unless otherwise agreed upon, Pass or Fail verdicts are given base on the measured values without any considerations of measurement uncertainties. Please note, every test method has a measurement uncertainty which has been evaluated by the laboratory according to ISO/IEC 17025 requirements. By taking measurement uncertainties into account it might happen that measured values can neither be assessed as Pass nor as Fail. Any use for advertising purposes must be granted in writing. This test report may only be quoted in full. This report is the result of a single examination of the object in question and is not generally applicable evaluation of the quality of other products in regular production. For further details, please see testing and certification regulation, chapter A-3.4.

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SUMMARY OF TEST RESULTS

No.	Test Requested	Conclusion	Remarks
1.	Heavy Metal (Pb, Cd, Hg and Cr VI) Content	PASS	
2.	Polybrominated Biphenyls (PBBs) and Polybrominated Diphenyl Ethers (PBDEs) Content	PASS	
3.	Phthalates (DEHP, BBP, DBP and DIBP) Content	PASS	



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1. TESTED SUBJECT DESCRIPTION


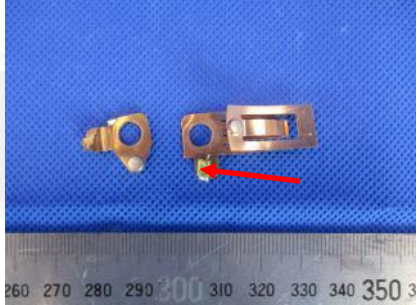
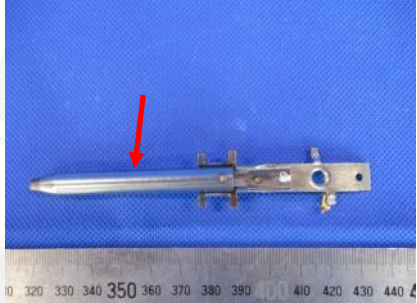
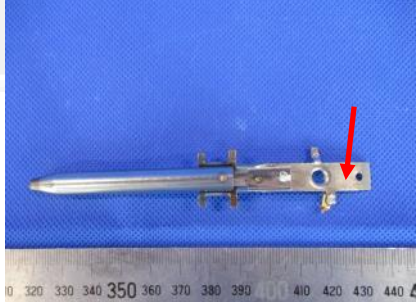
T Number	Sample Number	Tested Material Description	Photo
T1	001	Block plastic black with white printing	
T2	002	Label plastic silvery	
T3	003	Screw metal black	
T4	004	Block plastic black	




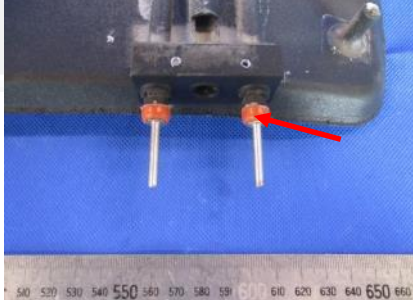
T Number	Sample Number	Tested Material Description	Photo
T5	005	Label plastic black	
T6	006	Block plastic black	
T7	007	Piece metal silvery	
T8	008	Spring metal silvery	

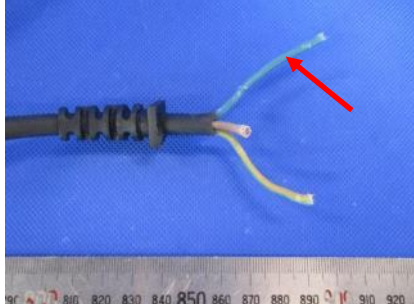
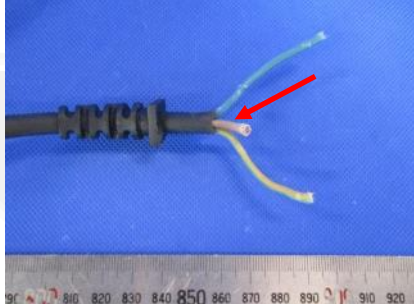
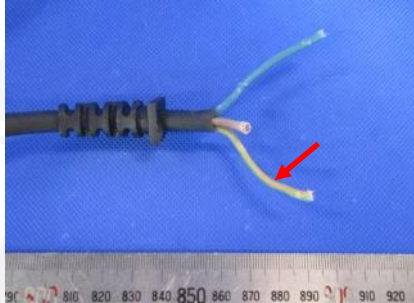
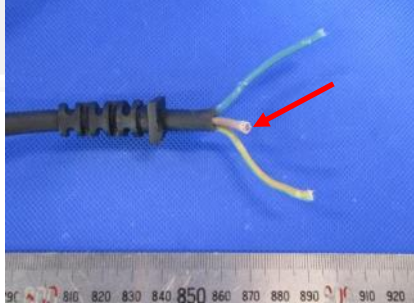
T Number	Sample Number	Tested Material Description	Photo
T9	009	Sheath plastic black	
T10	010	Block plastic white	
T11	011	Lamp glass transparent	
T12	012	Component brown	


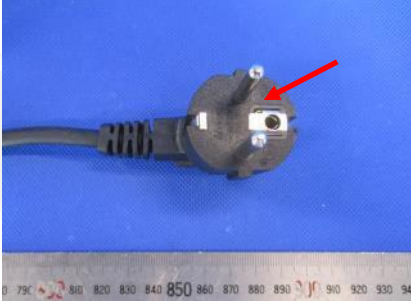
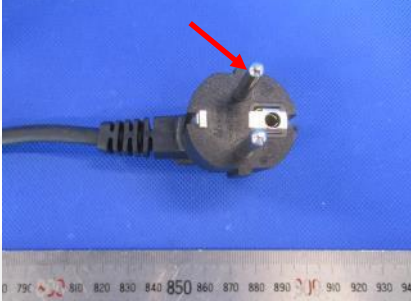
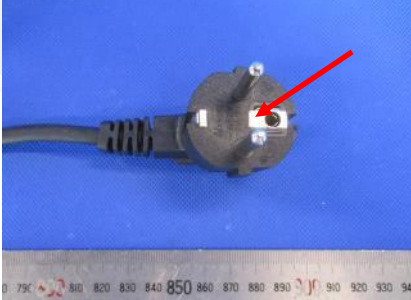
T Number	Sample Number	Tested Material Description	Photo
T13	013	Sheath fibre red	
T14	014	Piece metal silvery	
T15	015	Ring metal silvery	
T16	016	Piece metal silvery	





T Number	Sample Number	Tested Material Description	Photo
T17	017	Screw metal silvery	
T18	018	Rod metal silvery	
T19	019	Block ceramic white	
T20	020	Piece metal copper	

T Number	Sample Number	Tested Material Description	Photo
T21	021	Contact metal silvery	
T22	022	Piece metal golden	
T23	023	Block metal silvery	
T24	024	Block metal silvery	

T Number	Sample Number	Tested Material Description	Photo
T25	025	Piece metal silvery	
T26	026	Block ceramic white	
T27	027	Sheath soft plastic black	
T28	028	Block soft plastic red	

T Number	Sample Number	Tested Material Description	Photo
T29	029	Jacket soft plastic blue	
T30	030	Jacket soft plastic brown	
T31	031	Jacket soft plastic yellow/green	
T32	032	Core metal copper	

T Number	Sample Number	Tested Material Description	Photo
T33	033	Base metal gray	
T34	034	Bracket plastic black	
T35	035	Pin metal silvery	
T36	036	Piece metal silvery	

T Number	Sample Number	Tested Material Description	Photo
T37	037	Coating black	
T38	038	Rod metal silvery	
T39	039	Powder solid white	
T40	040	Block plastic black	

T Number	Sample Number	Tested Material Description	Photo
T41	041	Block plastic black	
T42	042	Rivet metal silvery	
T43	043	Block metal silvery	
T44	044	Block plastic black with white printing	

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T Number	Sample Number	Tested Material Description	Photo
T45	045	Screw metal silvery	A photograph of a small, silver-colored screw head centered on a blue textured background. Below the blue area, a portion of a metal ruler is visible, showing markings from 80 to 570.



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2. TEST RESULT(S)

2.1 SCREENING TEST

Test method: With reference to EN 62321-1:2013, EN IEC 62321-2:2021, EN 62321-3-1:2014 and EN 62321-8:2017. For Heavy Metals and Flame Retardants, analyzed by Energy Dispersive X-ray Fluorescence Spectrometer (XRF); for phthalates, analyzed by Gas Chromatography and Mass Spectrometer (GC-MS).

Sample No.	Heavy Metals and Flame Retardants					Phthalates			
	Cd	Cr	Hg	Pb	Br	DEHP	BBP	DBP	DIBP
001	BL	BL	BL	BL	BL	BL	BL	BL	BL
002	BL	BL	BL	BL	BL	BL	BL	BL	BL
003	BL	BL	BL	BL	NA	NA	NA	NA	NA
004	BL	BL	BL	BL	BL	BL	BL	BL	BL
005	BL	BL	BL	BL	BL	BL	BL	BL	BL
006	BL	BL	BL	BL	BL	BL	BL	BL	BL
007	BL	Inc. ^(a)	BL	BL	NA	NA	NA	NA	NA
008	BL	BL	BL	BL	NA	NA	NA	NA	NA
009	BL	BL	BL	BL	BL	BL	BL	BL	BL
010	BL	BL	BL	BL	BL	BL	BL	BL	BL
011	BL	BL	BL	BL	BL	BL	BL	BL	BL
012	BL	BL	BL	BL	BL	BL	BL	BL	BL
013	BL	BL	BL	BL	BL	BL	BL	BL	BL
014	BL	BL	BL	BL	NA	NA	NA	NA	NA
015	BL	Inc. ^(a)	BL	BL	NA	NA	NA	NA	NA
016	BL	Inc. ^(a)	BL	BL	NA	NA	NA	NA	NA
017	BL	BL	BL	BL	NA	NA	NA	NA	NA
018	BL	BL	BL	BL	NA	NA	NA	NA	NA
019	BL	BL	BL	BL	BL	BL	BL	BL	BL
020	BL	BL	BL	BL	NA	NA	NA	NA	NA
021	BL ^(f)	BL	BL	BL	NA	NA	NA	NA	NA
022	BL	BL	BL	BL	NA	NA	NA	NA	NA
023	BL	Inc. ^(a)	BL	BL	NA	NA	NA	NA	NA
024	BL	BL	BL	BL	NA	NA	NA	NA	NA
025	BL	Inc. ^(a)	BL	BL	NA	NA	NA	NA	NA
026	BL	BL	BL	BL	BL	BL	BL	BL	BL



Sample No.	Heavy Metals and Flame Retardants					Phthalates			
	Cd	Cr	Hg	Pb	Br	DEHP	BBP	DBP	DIBP
027	BL	BL	BL	BL	BL	BL	BL	BL	BL
028	BL	BL	BL	BL	BL	BL	BL	BL	BL
029	BL	BL	BL	BL	BL	BL	BL	BL	BL
030	BL	BL	BL	BL	BL	BL	BL	BL	BL
031	BL	BL	BL	BL	BL	BL	BL	BL	BL
032	BL	BL	BL	BL	NA	NA	NA	NA	NA
033	BL	BL	BL	BL	NA	NA	NA	NA	NA
034	BL	BL	BL	BL	Inc. ^(a)	BL	BL	BL	BL
035	BL	BL	BL	Inc. ^(a)	NA	NA	NA	NA	NA
036	BL	BL	BL	BL	NA	NA	NA	NA	NA
037	BL	BL	BL	BL	BL	BL	BL	BL	BL
038	BL	Inc. ^(a)	BL	BL	NA	NA	NA	NA	NA
039	BL	BL	BL	BL	BL	BL	BL	BL	BL
040	BL	BL	BL	BL	BL	BL	BL	BL	BL
041	BL	BL	BL	BL	BL	BL	BL	BL	BL
042	BL	BL	BL	BL	NA	NA	NA	NA	NA
043	BL	Inc. ^(a)	BL	BL	NA	NA	NA	NA	NA
044	BL	BL	BL	BL	BL	BL	BL	BL	BL
045	BL	BL	BL	BL	NA	NA	NA	NA	NA

Note:

- "BL" denotes below limit
- "OL" denotes over limit
- "Inc." denotes inconclusive
- "NA" denotes not applicable
- "(a)" denotes further confirmation test was conducted, results are listed in 2.2, 2.3 and 2.4.
- "(f)" denotes the exempt item according to DIRECTIVE 2011/65/EU Annex III item 8(b)-I "Cadmium and its compounds in electrical contacts"

-XRF screening limits in mg/kg for regulated elements in various matrices

ELEMENT	POLYMER		
	BL	INCONCLUSIVE	OL
Cd	$X \leq (70-3\sigma)$	$(70-3\sigma) < X < (130+3\sigma)$	$X \geq (130+3\sigma)$
Pb	$X \leq (700-3\sigma)$	$(700-3\sigma) < X < (1300+3\sigma)$	$X \geq (1300+3\sigma)$
Hg	$X \leq (700-3\sigma)$	$(700-3\sigma) < X < (1300+3\sigma)$	$X \geq (1300+3\sigma)$
Br	$X \leq (300-3\sigma)$	$X > (300-3\sigma)$	NA

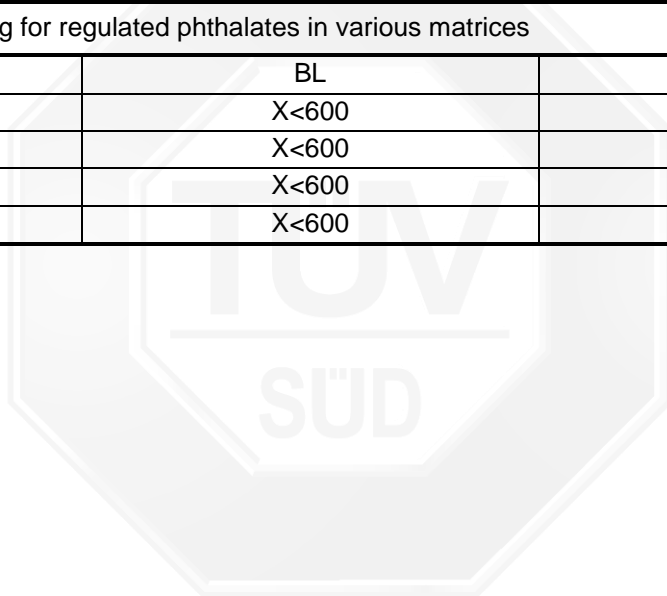


Cr	$X \leq (700-3\sigma)$	$X > (700-3\sigma)$	NA
ELEMENT	METAL		
	BL	INCONCLUSIVE	OL
Cd	$X \leq (70-3\sigma)$	$(70-3\sigma) < X < (130+3\sigma)$	$X \geq (130+3\sigma)$
Pb	$X \leq (700-3\sigma)$	$(700-3\sigma) < X < (1300+3\sigma)$	$X \geq (1300+3\sigma)$
Hg	$X \leq (700-3\sigma)$	$(700-3\sigma) < X < (1300+3\sigma)$	$X \geq (1300+3\sigma)$
Cr	$X \leq (700-3\sigma)$	$X > (700-3\sigma)$	NA

ELEMENT	COMPLEX MATERIAL		
	BL	INCONCLUSIVE	OL
Cd	$X \leq (50-3\sigma)$	$(50-3\sigma) < X < (150+3\sigma)$	$X \geq (150+3\sigma)$
Pb	$X \leq (500-3\sigma)$	$(500-3\sigma) < X < (1500+3\sigma)$	$X \geq (1500+3\sigma)$
Hg	$X \leq (500-3\sigma)$	$(500-3\sigma) < X < (1500+3\sigma)$	$X \geq (1500+3\sigma)$
Br	$X \leq (250-3\sigma)$	$X > (250-3\sigma)$	NA
Cr	$X \leq (500-3\sigma)$	$X > (500-3\sigma)$	NA

-Screening limits in mg/kg for regulated phthalates in various matrices

PHTHALATES	BL	INCONCLUSIVE
DEHP	$X < 600$	$X \geq 600$
BBP	$X < 600$	$X \geq 600$
DBP	$X < 600$	$X \geq 600$
DIBP	$X < 600$	$X \geq 600$





2.2 HEAVY METAL CONTENT

Test method: With reference to EN 62321-4:2014 /A1:2017, EN 62321-5:2014, EN 62321-7-1:2015 and EN 62321-7-2:2017, analyzed by Inductively Coupled Plasma Optical Emission Spectrometer (ICP-OES) and Ultraviolet-visible spectrophotometer (UV-Vis).

[Reporting Limit: 2.0 mg/kg for Cadmium; 5.0 mg/kg or 0.10 µg/cm² for Hexavalent Chromium, 10.0 mg/kg for Lead and Mercury.]

Sample No.	Result(s)				
	Total Cadmium	Hexavalent Chromium	Hexavalent Chromium	Total Mercury	Total Lead
007	--	/	Negative	--	--
015	--	/	Negative	--	--
023	--	/	Negative	--	--
025	--	/	Negative	--	--
035	--	--	--	--	22061.4 ^(c)
038	--	/	Negative	--	--
043	--	/	Negative	--	--
016	--	/	Negative	--	--
Unit	mg/kg	mg/kg	µg/cm²	mg/kg	mg/kg
RoHS Requirement	100	1000	Negative [#]	1000	1000

Note:

- "mg/kg" denotes milligram per kilogram
- "µg/cm²" denotes micrograms per square centimeter
- "<" denotes less than
- "Positive" denotes the absorbance value of sample is > 0.13 µg/cm², the sample is considered to be positive for Hexavalent Chromium.
- "Inconclusive" denotes the absorbance value of sample is ≥ 0.10 µg/cm² and ≤ 0.13 µg/cm², the sample is considered to be Inconclusive for Hexavalent Chromium.
- "Negative" denotes the absorbance value of sample is < 0.10 µg/cm², the sample is considered to be negative for Hexavalent Chromium.
- [#] According to DIRECTIVE 2011/65/EU Article 4(1) and Annex II. While, positive means the presence of CrVI on tested areas and the result(s) was (were) regarded as in conflict with European Parliament and Council Directive 2011/65/EU, Article 4(1) and Annex II.
- "--" denotes tested by XRF, result is listed in 2.1
- "(c)" denotes the exempt item according to DIRECTIVE 2011/65/EU Annex III item 6(c) "Copper alloy containing up to 4 % lead by weight".



2.2 POLYBROMINATED BIPHENYLS (PBBs) AND POLYBROMINATED DIPHENYL ETHERS (PBDEs) CONTENT

Test Method: With reference to EN 62321-6:2015, extracted by toluene and analyzed by Gas Chromatography and Mass Spectrometer (GC-MS). [Reporting Limit : 5 mg/kg]

Test Item		Result(s) [mg/kg]	RoHS Requirement [mg/kg]
		Sample 034	
PBBs	Monobromobiphenyl	<5	-
	Dibromobiphenyl	<5	-
	Tribromobiphenyl	<5	-
	Tetrabromobiphenyl	<5	-
	Pentabromobiphenyl	<5	-
	Hexabromobiphenyl	<5	-
	Heptabromobiphenyl	<5	-
	Octabromobiphenyl	<5	-
	Nonabromobiphenyl	<5	-
	Decabromobiphenyl	<5	-
	Sum of detected PBBs		<50
PBDEs	Monobromodiphenyl ether	<5	-
	Dibromodiphenyl ether	<5	-
	Tribromodiphenyl ether	<5	-
	Tetrabromodiphenyl ether	<5	-
	Pentabromodiphenyl ether	<5	-
	Hexabromodiphenyl ether	<5	-
	Heptabromodiphenyl ether	<5	-
	Octabromodiphenyl ether	<5	-
	Nonabromodiphenyl ether	<5	-
	Decabromodiphenyl ether	<5	-
	Sum of detected PBDEs		<50

Note:

- "mg/kg" denotes milligram per kilogram
- "<" denotes less than

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APPENDIX I:

Photos of submitted products



Product Name: the material from GRILL
Model No.: EGP-012



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APPENDIX II: Additional Style.

The client declared that the materials used of below styles are same as tested style EGP-012.

EFP-001, EFP-001-A, EFP-001-B, EFP-001-C, EFP-002,
EFP-002-A, EFP-005, EFP-005-A, EFP-008, EPP-28, EPP-30,
EPP-34, EPP-34-A, EPP-38, EPP-38-A, EPP-40, PP-004-34,
PP-004-38, PP-010, PP-010-1, 162367, EPP-28-A, EPP-30-A,
EPP-30-B, EFP-006
EGP-001, EGP-001-1, EGP-005, EGP-005-A, EGP-011, EGP-011-1, EGP-011-2,
EGP-012, EGP-012-1, EGP-012-1.8, EGP-012-A, EGP-012-F, EGP-013, EGP-023 EGP-023-A EGP-
013-1, EGP-014, EGP-014-1, EGP-014-A, EGP-015, EGP-017, EGP-020, EGP-021, EGP-022,
EGP-026-A, EGP-026-A-1.8, EGP-026-B, EGP-026-B-1.8, EGP-026-C-1.8 EGP-026-C-2.0 EGP-037
1Multi-function Gril
PP-020
PP-007A ,PP-007B,PP-018-1.5 PP-017-1.5 PP-016.1.5 PP-018-2 PP-017-2 PP-016-2
PP-016A

Remark :

1. The report covers material testing on specified samples
2. The tested materials covered by the report were declared by the manufacturer to be used on the models listed in the APPENDIX of the report.

-----End of Report-----

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1. General Information and Definitions

- (1.1) In the event that an order for any services is placed, the Client shall accept the General Terms and Conditions. The General Terms and Conditions shall be applicable to all orders, resulting contracts and other arrangements, including all offers made or services provided by the Company or any of its affiliated companies. They are not applicable if and as far as they are in conflict with the regulations on services performed on behalf of governments, government bodies or any other public entity, or they are in conflict with mandatory provisions of local law. The Client's placement of orders as well as the conclusion of contracts with the Company shall be regarded as awareness and acceptance of these General Terms and Conditions.
- (1.2) The Company strongly recommends any Client or potential Client to read the full text of these General Terms and Conditions prior to placement of any order to or conclusion of any contract with the Company. Ancillary agreements, promises and other statements made on the part of the Company staff or the experts called upon by them shall be binding only if they are expressly confirmed by the Company in writing. This shall also apply to any modifications of this clause.

2. Provision of Services

- (2.1) With due care and skill, the Company will provide services according to Client's specific instructions as made available by the Client. In the absence of Client's specific instructions, the following is deemed as instructions given to the Company:
- (a) The terms of any standard specification sheet or standard order form provided by the Company; and/or
- (b) Any relevant usage, practice or trade custom; and/or
- (c) Such methods the Company considers technically, operationally and/or on financial grounds appropriate.
- (2.2) No other party is entitled to give any instructions particularly on the scope and type of the services or the reports delivered, or on the resulting certificates (the "Reports of Findings"), unless the Company receives prior written instructions to the contrary from the Client. The Client hereby irrevocably authorizes the Company to deliver Reports of Findings to a third party where so instructed by the Client or, at the Company's discretion, where it implicitly follows from circumstances, trade custom, usage or practice.
- (2.3) The Information stated in the Report of Findings is derived from the results of inspection or testing procedures carried out in accordance with the instructions and/or Company's assessment of such results on the basis of any technical standards, trade custom or practice, or other circumstances which should in Company's professional experience be taken into account.
- (2.4) Reports of Findings issued after the testing of samples refer the Company's opinion only on samples under testing and not to the lot from which the samples were drawn.
- (2.5) Client agrees that the Company's sole responsibility is to be present at the time of the third party's intervention and to forward the results, or confirm the occurrence of the intervention, in case Client requests the Company to witness any third party's intervention. Client agrees that the Company will use the test methods for analysis as requested in the request form, and if none is stated in the form, the Company will choose the appropriate test methods for analysis.
- (2.6) The Reports of Findings issued by the Company will reflect the facts as recorded by it at the time of its intervention only and within the limits of the instructions received or, in the absence of such instructions, within the limits of the alternative parameters applied as provided for in Clause 2.1. The Company is under no obligation to refer to, or report upon, any facts or circumstances, which are outside the specific instructions received or alternative parameters applied.
- (2.7) The performance of all or part of the services may be delegated to an agent or subcontractor by the Company. The Client authorizes the Company to disclose all information necessary for such performance to the agent or subcontractor.
- (2.8) Documents reflecting engagements contracted between the Client and third parties or third party documents, e.g. sales contract copies, letters of credit, bills of lading, etc. should be made available to the Company. These are considered to be for information only, and do not extend or restrict the scope of the services or the obligations accepted by the Company.
- (2.9) The Company agrees that, by providing the services to the Client, it neither takes the place of Client or any third party, nor otherwise assumes, abridges, abrogates or undertakes to discharge any duty of the Client to any third party or that of any third party to the Client. Also, it does not release the Client or any third party from any of their obligations.
- (2.10) Depending on the nature of each sample, all samples given to the Company shall be retained for a maximum of 3 months or for such other shorter time period as the nature of the sample permits, and then sent back to Client or otherwise disposed of at the Company's discretion. After that time the Company will not be responsible for the samples. Storage of samples for more than 3 months shall incur a storage fee payable by the Client. If samples are returned to the Client, the Client will be billed a handling and freight fees. Special disposal charges will be billed to the Client if incurred.

3. Client's Obligations

The Client shall:

- (3.1) ensure that all required supporting documents, information and instructions as submitted are accurate, truthful and complete. These information are to be submitted in a timely not later than 2 working days from the date of which the services are requested by the Client
- (3.2) ensure to give all necessary access for the Company's representatives to the premises where the services are to be performed and to take all necessary steps to eliminate or remedy any obstacles to, or interruptions in the performance of the services;
- (3.3) make available any special equipment and personnel necessary for the performance of the services, if required;
- (3.4) ensure that for the safety and security of working conditions, sites and installations, all necessary measures are taken during the performance of services. In this respect, the Client will not rely on the Company's advice whether required or not;
- (3.5) inform the Company of any known hazards or dangers, actual or potential, associated with any order, samples, testing or any other service rendered by the Company well in advance. Those are, but are not limited to the presence or risk of radiation, environmental pollution or poisons-toxic or noxious or explosive elements or materials;
- (3.6) fully exercise all its rights and discharge all its liabilities under any relevant sales or other contract with a third party.

4. Fees and Payment

- (4.1) All Fees not agreed on between the Company and Client at the time the order is placed or a contract is concluded shall be determined by the Company's Schedule of Fees (which are subject to change). All applicable taxes shall be paid by Client, as far as mandatory laws do not provide otherwise.
- (4.2) Unless a specific period is established in the invoice, the Client shall pay upon receiving the invoice, but not later than 30 days from the relevant invoice date or within such other period as may be established by the Company in the invoice (the "Due Date").
- (4.3) The Client shall not be entitled to retain or defer due payment of any sums to the Company on account of any dispute, counter claim or set-off against the Company. The Company reserves the right to retain or defer any due payments if any dispute arises with or it raises any counterclaim against the Client. The Company is entitled to set off due payments against payments of the Client.

- (4.4) For the collection of unpaid fees, the Company may decide to bring action in any court with competent jurisdiction. The corresponding collection costs, including attorney's fees and related costs, shall be borne by the Client, as far as the mandatory local law does not provide otherwise.
- (4.5) In case of any unforeseen problems or expenses arise while carrying out the services, the Company informs the Client. In such cases, the Company shall be entitled to charge additional fees to cover extra time and to invoice extra costs necessarily incurred to complete the services.
- (4.6) If the Company is unable to perform all or parts of the services for any cause whatsoever beyond the Company's control, including the failure by Client to comply with any of its obligations provided for in the foregoing Clause 3, the Company shall nevertheless be entitled to payments of:
- (1) The amount of all non-refundable expenses incurred by the Company; and
- (2) A proportion of the agreed fee equal to the proportion of the services actually carried out.

5. Suspension or Termination of Services

In any case mentioned below, the Company shall be entitled to either suspend or terminate the provision of the services immediately and without any liability:

- (5.1) Failure by the Client to comply with any of its obligations under these General Terms and Conditions and such failure is not remedied within 10 days after a notice of such failure has been delivered to the Client; or
- (5.2) Any suspension of payment, arrangement with creditors, bankruptcy, insolvency, receivership or cessation of business by Client.

6. Liability and Indemnification

(6.1) Limitation of Liability:

- (1) Clients seeking a guarantee against loss or damage should obtain appropriate insurance. The Company is neither an insurer nor a guarantor and disclaims all liability in such capacity.
- (2) Reports of Findings are issued on the basis of the information, documents and/or samples provided by, or on behalf of the Client and solely for the benefit of the Client who is obliged to act on the basis of such Reports of Findings. Neither the Company nor any of its staff, agents or subcontractors shall be liable to the Client nor to any third party for any actions taken or not taken on the basis of such Reports of Findings, or for any incorrect results arising from unclear, erroneous, incomplete, misleading or false information provided to the Company.
- (3) For any delayed, total or partial non-performance of the services arising directly or indirectly from any event beyond the Company's control, including failure by Client to comply with any of its obligations hereunder, the Company shall not be liable.
- (4) The liability of the Company in respect of any claim for loss, damage or expense of any nature and howsoever arising shall in no circumstances exceed a total aggregate sum equal to 10 times the amount of the fee paid in respect of the specific service which gives rise to such claim, and shall in any case not exceed the equivalent of 25,000 EUR in CNY.
- (5) For any indirect or consequential loss (including loss of profits), the Company shall not have any liabilities.
- (6) In case of any claim, the Client must give written notice to the Company within 30 days of discovery of the facts with all necessary documents to justify such claim. In any case, the Company shall be discharged from all liability for all claims for loss, damage or expense unless a lawsuit is brought within two years from:
- (i) the performance date of the Company for its services which refers to the claim; or
- (ii) the date when the service should have been completed in the event of any alleged non-performance.
- (6.2) Indemnification: Against all claims (actual or threatened) by any third party for loss, damage or expenses of whatsoever nature including all legal expenses and related costs and howsoever arising relating to the performance, purported performance or non-performance of any services, the Client shall guarantee, hold harmless and indemnify the Company and its officers, employees, agents or subcontractors.

7. Obligation of Confidentiality, Copyright, Data Privacy Protection

- (7.1) The Company shall be authorized to make file copies of written documents, which have been made available to it for review and which are important for processing the order.
- (7.2) Insofar as Reports of Findings are prepared in the course of processing the order and which are subject to the protection of copyright, then the Company shall grant the Client a simple, non-transferable right to use, insofar as this is necessary and in accordance with the contractually presupposed purpose. Other rights shall not be transferred; in particular, the customer shall not be entitled to modify and/or edit audit reports or to make use of such outside of his business premises.
- (7.3) The Company and its staff which may be called in shall not disclose or use trade and business matters about which they have gained knowledge during the performance of their work without proper authorization, or unless instructed by a court or authorized body (e.g. regulatory authority, accreditation body or certification scheme owner) or otherwise legally required.

8. Miscellaneous

- (8.1) The validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired, even if any one or more provisions of these General Conditions are found to be illegal or unenforceable in any respect.
- (8.2) Client shall not directly or indirectly entice, encourage or make any offer to Company's employees to leave their employment with the Company, during the course of providing the services and for a period of one year thereafter.
- (8.3) Use of the Company's corporate name or registered marks for advertising purposes is not permitted without the Company's prior written authorization.

9. Governing Law, Jurisdiction and Dispute Settlement

- (9.1) Unless specifically agreed otherwise, all disputes arising out or in connection with contractual relationship(s) hereunder shall be governed by the applicable laws and regulations of the People's Republic of China.
- (9.2) Place of performance for any obligation arising out of this contract shall be Shanghai, the Place of the TÜV SÜD Certification and Testing (China) Co., Ltd., Shanghai branch, unless otherwise expressly agreed by the parties.

10. Languages

In the event of any discrepancy between the English and the Chinese version of these General Terms and Conditions, the English version shall prevail.