Test Report No.: 254560103a 002

Purpose:	This test was performed to determine the biodegradability of the SQ Bio Glitter.
Identification/Model No(s):	SQ Bio Glitter (Cosmetic) - SGB001 t/m SGB006
Sample Receiving Date:	2024-11-22
Sample Obtaining Method:	Sending by customer
Condition at Delivery:	Test item complete and undamaged
Testing Period:	2024-11-22 to 2025-02-29

Test Specification:	***Test Result:***
With reference to Regulation (EU) 2023/2055 of 25 September 2023 amending Annex XVII to Regulation (EC) No 1907/2006, Testing according to customer's specification for the following parameters:	
Ready Biodegradability (CO_2 Evolution Test)	Please refer to page 3-15

Other Information:

Country of Origin: China

The report 254560103a 001 is superseded by report 254560103a 002, the revised content is:

1. update the "color" in the material list.

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

Lucy Lu

2025-03-04	*Lucy Lu/Technical Supervisor*
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.

Picture and Detailed Description of the Test Sample

M001

Material List:

Material No.	Material	Color	Location	Remark
M001	Powder	Mixed colors	-	-

1 Ready Biodegradability (CO_2 Evolution Test)

1.1 General Test Information

A measured volume of inoculated mineral test medium, containing a known concentration of the test item as the nominal sole source of organic carbon was aerated by the passage of carbon dioxide (CO_2)-free air under the controlled conditions. The amount of CO_2 produced was measured during the test. The degree of biodegradation was expressed by the amount of CO_2 produced by the test item (corrected for that derived from the blank inoculum) as a percentage of Theoretical CO_2 ($ThCO_2$).

<u>Test Method:</u> OECD 301:1992 Method 301B

<u>Test Condition:</u> Test temperature: 22 ± 2°C; Test gas: CO_2-free, oil-free air;
Aeration rate: 30--100 mL/min; The test was performed in diffused light.

<u>Inoculum:</u> The activated sludge derived from Suzhou Drainage Company Limited (a conventional treatment plant for domestic waste) was selected as inoculum

<u>Reference Item:</u> Sodium benzoate

<u>Standard Item:</u> Sodium carbonate and Sodium bicarbonate

<u>Test Vessels:</u> 4 L brown flasks

<u>CO_2-determination:</u> The CO_2 produced in each test vessel was trapped in sodium hydroxide (NaOH) and the amount of CO_2 was calculated by measuring the concentration of inorganic carbon .

1.2 Summary of Test Results

Test Item	Percentage of Biodegradation (Mineralization)	Test Duration(days)
M001	90.8% (≥60%)	28

Conclusion: The test item is readily biodegradable.

For detailed information, please see the following pages.

1.3 Test Procedure

Collect proper activated sludge as inoculum.

↓

Prepare test medium with purified water and analytical grade reagents.

↓

After pretreatment of the inoculum with test medium, the suspended sludge is aerated for 3 days at 22±2°C and determine the concentration of suspended solid.

↓

Prepare NaOH solution and determine the concentration of inorganic carbon contained in the solution

↓

Prepare 6 flasks as test vessels, add test medium and activated sludge in each, and test item or reference item is added in specific flasks.

↓

Connect 2 gas-washing bottles with NaOH solution inside in series as CO_2 absorption bottles for each test flask.

↓

Measure the inorganic carbon concentration in the absorption bottles during the test, and the amount of CO_2 produced from each test flask is calculated from the inorganic carbon concentration.

1.4 Test Results

1.4.1 Preparation of Test Flasks

Amount of 2900 mL test medium were added in each test vessel, then 26 mL activated sludge was added to give a concentration of 30 mg SS/L in the final 3 L of inoculated mixture These inoculated mixtures were aerated with CO_2-free air overnight to purge the carbon dioxide in the system.

According to the test method SN/T 3005-2011, the carbon content of test item was determined 44.14%. According to the molecular formula, the carbon content of reference item was calculated to be 58.3%. The solutions were prepared according to the table as below. The solutions were made up to 3 L finally.

At the beginning of the test, the inorganic carbon content of the test item suspension TS-1 and TS-2 in the test medium was 39.05 µg/L and 0 µg/L as read by the test instrument, is less than 5% of the total carbon which was 545 µg/L and 550 µg/L respectively.

Groups	Flask No.	Test item M001(mg)	Reference item (mg)	Volume (L)	Carbon concentration in solution (mg C/L)	$ThCO_2$ (mg)
Inoculum Control[1]	IC-1	/	/	3	/	/
	IC-2	/	/	3	/	/
Test Suspension[2]	TS-1	74.4	/	3	10.9	120.4
	TS-2	74.6	/	3	11.0	120.7
Procedure Control[3]	PC	/	56.3	3	10.9	120.4
Toxicity Control[4]	TC	74.6	56.7	3	22.0	241.9

Note: [1] containing only inoculum; [2] containing test item and inoculum.
[3] containing reference item and inoculum;[4] containing test item, reference item and inoculum.

1.4.2 Inorganic Carbon Analysis

Sodium carbonate and sodium bicarbonate were accurately weighed and dissolved with ultra purified water to prepare the inorganic carbon stock solution. The stock solution was diluted with ultra purified water and a series of inorganic carbon standard solutions with different concentrations were prepared to make standard curves as shown in **Figure 1** and **Figure 2**. After the calibration curve was made, the inorganic carbon standard solutions were used to test the daily factor before inorganic carbon analysis. The daily factor results are listed in **Table 1**. The standard curve could be used for inorganic carbon analysis.

Table 1 Results of Daily Factor

Time (day)	Theoretical Concentration (mg/L)	Measured Concentration (mg/L)	Daily factor	Requirement
0	4	3.93	0.98	0.9~1.1
7	32	31.78	0.99	
11	32	32.60	1.02	
14	32	32.62	1.02	
17	32	32.69	1.02	
21	32	29.51	0.92	
24	32	32.45	1.01	
29	32	34.35	1.07	

Note: Daily factor =Measured Concentration / Theoretical Concentration.

Figure 1 Standard Curve of Inorganic Carbon (0.5~8 mg C/L)

User: sushuyin
Calibration channel: IC
Linear regression [μg]: c = (k1·I + k0) / V
k0 = -0.11001 k1 = 7.059E-4
Residual standard deviation: 19.368AU **Linearity:** OK
Method standard deviation: 45.58μg/l **Variance homogeneity:** < 2 Rep.
Method variation coefficient: 1.4705%
Quality of replicates: 0.99983
Correlation coefficient: 0.99992

Calibration with fixed sample volume: 300.0μl

No.	Rep.	c-nom.	m-Nominal	I-Net	c-act.	c-delta
BV	1-1			214.2AU/ml		
1	1-1	0.500mg/l	0.150μg	356.4AU	0.472mg/l	-5.63 %
2	1-1	1.000mg/l	0.300μg	600.5AU	1.046mg/l	4.63 %
3	1-1	2.000mg/l	0.600μg	1,013AU	2.017mg/l	0.85 %
4	1-1	4.000mg/l	1.20μg	1,834AU	3.948mg/l	-1.3 0%
5	1-1	8.000mg/l	2.40μg	3,563AU	8.017mg/l	0.21 %

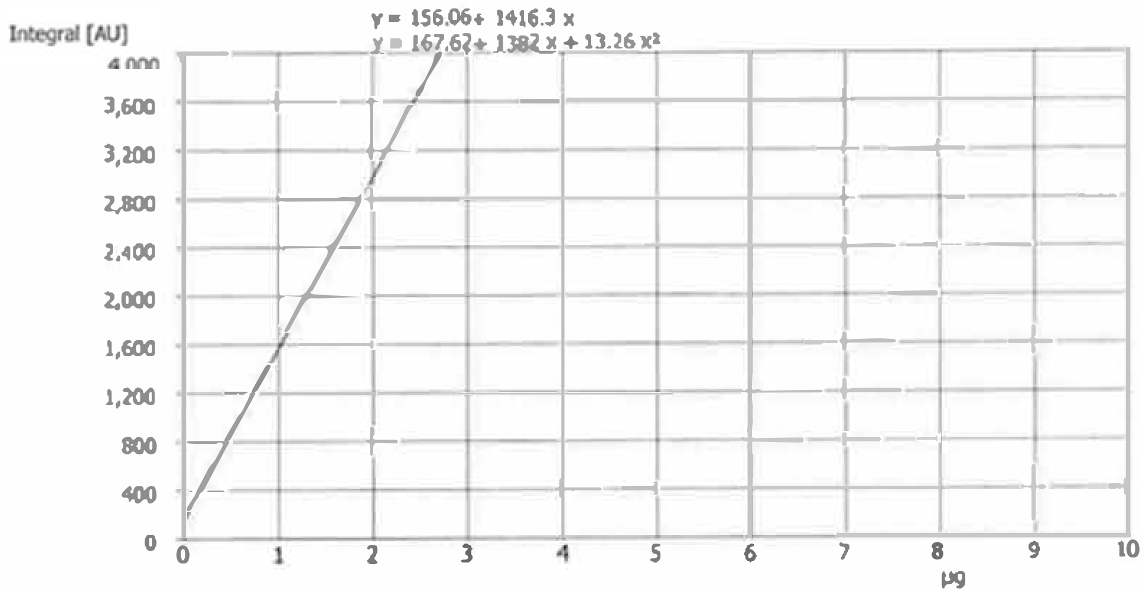
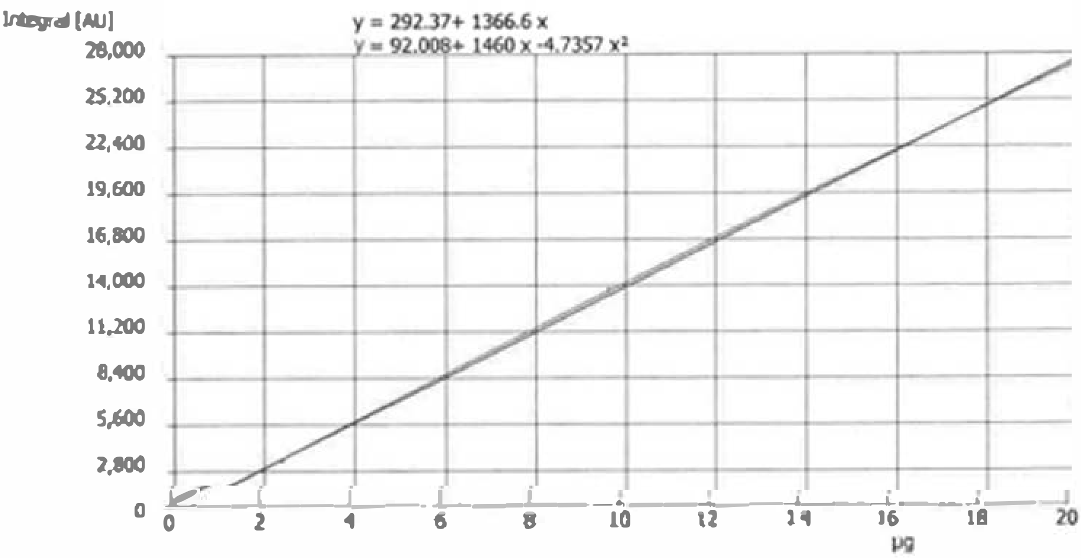


Figure 2 Standard Curve of Inorganic Carbon (2~64 mg C/L)

User:	sushuyin		
Calibration channel:	IC		
Linear regression [µg]:	c = (k1·I + k0) / V		
	k0 = -0.21145	k1 = 7.314E-4	
Residual standard deviation:	212.23AU	**Linearity:**	OK
Method standard deviation:	517.6µg/l	**Variance homogeneity:**	<2 Rep.
Method variation coefficient:	2.465%		
Quality of replicates:	0.99962		
Correlation coefficient:	0.99981		

Calibration with fixed sample volume: 300.0µl

No.	Rep.	c-nom.	m-Nominal	I-Net	c-act.	c-delta
BV	1-1			411.8AU/ml		
1	1-1	2.000mg/l	0.600µg	1,080AU	1.928mg/l	-3.61%
2	1-1	4.000mg/l	1.20µg	1,839AU	3.778mg/l	-5.54%
3	1-1	8.000mg/l	2.40µg	3,445AU	7.694mg/l	-3.83%
4	1-1	16.000mg/l	4.80µg	6,930AU	16.191mg/l	1.19%
5	1-1	32.000mg/l	9.60µg	1.376E4AU	32.838mg/l	2.62%
6	1-1	64.000mg/l	19.20µg	2.636E4AU	63.571mg/l	-0.67%



1.4.3 Biodegradation Data Treatment and Analysis

1.4.3.1 Amount of Theoretical CO_2 ($ThCO_2$)

Carbon content was calculated using the following equation:

$$\% C = \frac{\text{The number of carbon atoms in Molecular formula} \times 12}{\text{Molecular weight}} \times 100$$

The carbon content of reference item was calculated to be 58.3%.

Amount of theoretical CO_2 of the test item in the test suspension was calculated using the following equation:

$$ThCO_2\,(mg) = \frac{\%\,C\,of\,test\,item \times 44}{12} \times Test\,item\,added\,(mg)$$

Where,

12—Atomic weight of carbon, g/mol;

44—Molecular weight of CO_2, g/mol.

The $ThCO_2$ of procedure control was calculated as above. $ThCO_2$ of toxicity control was sum $ThCO_2$ of test item and reference item.

1.4.3.2 Amount of CO_2 Produced

The amount of CO_2 produced from each test flask was calculated from the inorganic carbon concentration of the sodium hydroxide solution in the absorption bottle. The amount of CO_2 produced was calculated by:

$$CO_2\,produced\,(mg) = (C_t - C_0) \times 0.35 \times 44/12$$

Where:

C_t— The inorganic carbon concentration of the absorption solution at time t, mg/L;

C_0— The initial inorganic carbon concentration of the absorption solution, mg/L;

44— Molecular weight of CO_2, g/mol;

12— Atomic mass of C, g/mol.

On the 29th day of the test, the calculation method of CO_2 production in the second stage absorption bottle was the same as above, and the final CO_2 production was the sum of the two stage absorption bottles.

The amount of CO_2 produced from test item and reference item (corrected for that derived from inoculum blank) was calculated by:

$$Final\,CO_2\,produced\,(mg) = Q_T - Q_I$$

Q_I - Mean CO_2 production of inoculums blank, mg;

Q_T - CO_2 production of TS or PC or TC group, mg.

1.4.3.3 Biodegradation Percentage

The percentage biodegradation was calculated using the following equation:

$$Degradation\,(\%) = \frac{mg\,Cumulative\,CO_2\,production}{mg\,ThCO_2} \times 100$$

1.4.3.4 Biodegradation Curve

The degradation process was displayed by charting biodegradation percentage verse time.

1.4.3.5 Pass Level

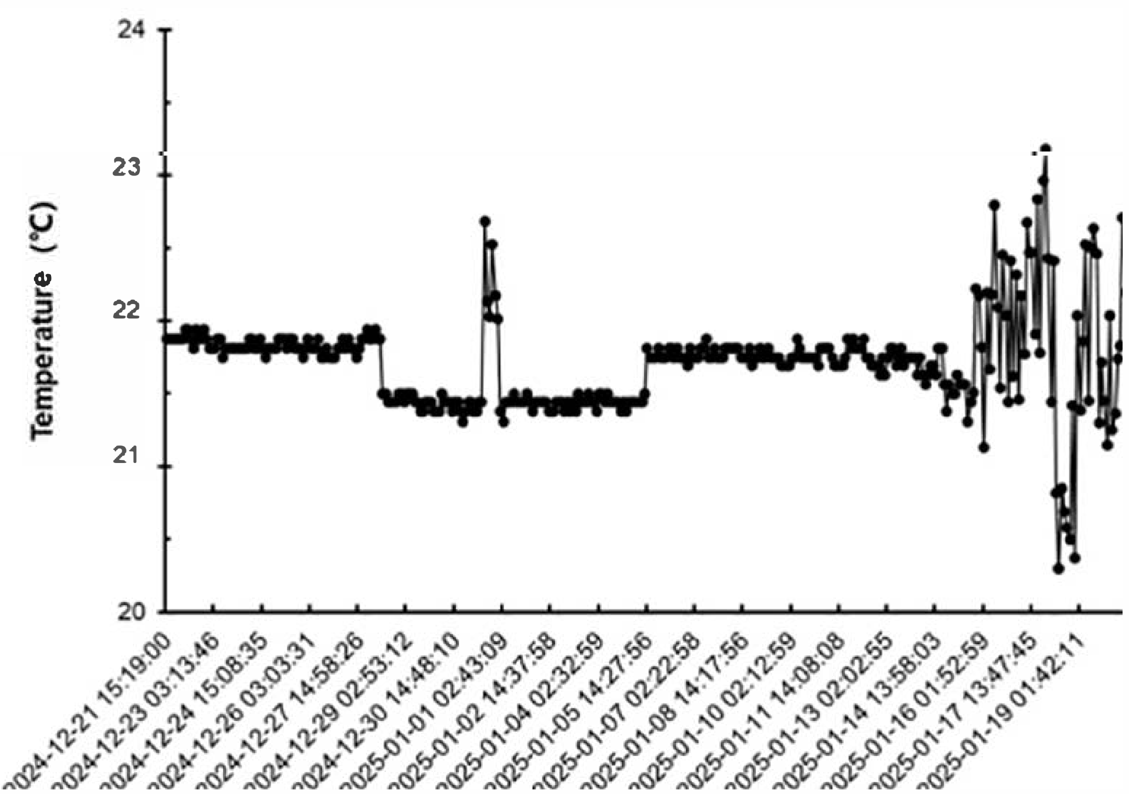
Since the test item is not a single substance, the 10-d window is not applicable. Within the 28 days period of the test, the CO_2 production reach the 60%, the test item is considered to be readily biodegradable.

1.4.4 Results and Discussion

1.4.4.1 Temperature

During the test, the temperature of test area was in the range of 22±2°C, fulfilling the test requirement. The result is shown in Figure 3.

Figure 3 Result of Temperature during Test



1.4.4.2 Biodegradation Percentage

The CO_2 produced in the inoculum control is shown in Table 2; biodegradation percentage of the procedure control is shown in Table 3; biodegradation percentages of the test suspensions are shown in Table 4 and Table 5; biodegradation percentage of the toxicity control is shown in Table 6; the comparison of mean biodegradation percentages of the test suspensions is shown in Table 7.

In the procedure control, the biodegradation percentage of the reference item by day 14 was 95.5%, which was greater than 60%.

The biodegradation percentage of toxicity control by day 14 was 80.0% greater than 25%, which indicated the test item had no toxic inhibition to the inoculum.

The mean biodegradation percentage (mineralization percentage) of the test item on day 28 was 90.8%, which was greater than 60% and reach the pass level of ready biodegradability. The biodegradation curve is shown in Figure 4.

Table 2 CO_2 Produced In the Inoculum Control (IC)

Time/ (day)	Concentration of inorganic carbon in the inoculum control						Produced CO_2 (mg)		
	Determination concentration (mg/L)		Diluted multiples	Inorganic carbon concentration (mg/L)					
	IC-1	IC-2		IC-1	IC-2	Mean	IC-1	IC-2	Mean
2023-12-25/3	5.38	3.16	2.5	10.16	4.61	7.38	13.03	5.91	9.47
2023-12-29/7	5.18	5.26	5	22.61	23.01	22.81	29.01	29.52	29.27
2024-01-02/11	6.37	6.73	5	28.56	30.36	29.46	36.65	38.96	37.80
2024-01-05/14	7.36	7.76	5	33.51	35.51	34.51	43.00	45.56	44.28
2024-01-08/17	8.27	8.76	5	38.06	40.51	39.28	48.84	51.98	50.41
2024-01-12/21	9.37	9.38	5	43.56	43.61	43.58	55.90	55.96	55.93
2024-01-15/24	10.02	10.49	5	46.81	49.16	47.98	60.07	63.08	61.57
2024-01-20/29-1	12.05	11.95	5	56.96	56.46	56.71	73.09	72.45	72.77
2024-01-20/29-2	8.20	8.44	1	4.91	5.15	5.03	79.39	79.05	79.22

Note: Inorganic carbon concentration (mg/L) = Inorganic carbon measured concentration (mg/L) ×Diluted multiples - Mean initial inorganic carbon concentration of NaOH solution (3.30mg/L);

Total CO_2 evolution in the inoculum blanks at the end of the test = Mean of CO_2 production in the inoculum blanks at the end of the test (mg)/ Volume of test solution (3L);

29-1 and 29-2 represent the inorganic carbon concentrations of first and second CO_2 absorption measured on the 29th day, respectively. The CO_2 production of 29-2 was the sum of the first and second CO_2 absorption bottles. It's same in the following tables.

Table 3 The Percentage Biodegradation of Procedure Control (PC)

Time (day)	Produced CO_2 Inoculum Control (mg)	Concentration of inorganic carbon (mg/L)		Produced CO_2 (mg)	Biodegradation (%)
		PC	Diluted multiples		
3	9.47	13.73	5	74.40	61.8
7	29.27	21.63	5	105.30	87.5
11	37.80	22.88	5	104.78	87.1
14	44.28	25.48	5	114.99	95.5
17	50.41	26.54	5	115.66	96.1
21	55.93	28.10	5	120.15	99.8
24	61.57	29.13	5	121.11	100.0
29-1	72.77	29.42	5	111.78	92.9
29-2	6.45	11.98	1	116.48	96.8

Note: The biodegradation percentage results on day 28 were determined on day 29. It's same in the following tables. If the percentage biodegradation was more than 100, it was expressed as 100.0.

Table 4 The Percentage Biodegradation of Test Suspension (Flask TS-1)

Time (day)	Produced CO_2 Inoculum Control (mg)	Concentration of inorganic carbon (mg/L)		Produced CO_2 (mg)	Biodegradation (%)
		TS-1	Diluted multiples		
3	9.47	6.39	2.5	6.80	5.6
7	29.27	11.14	5	37.99	31.5
11	37.80	19.42	5	82.58	68.6
14	44.28	22.54	5	96.12	79.8
17	50.41	24.42	5	102.06	84.8
21	55.93	26.11	5	107.38	89.2
24	61.57	27.22	5	108.86	90.4
29-1	72.77	28.99	5	109.02	90.5
29-2	6.45	11.39	1	112.96	93.8

Table 5 The Percentage Biodegradation of Test Suspension (Flask TS-2)

Time (day)	Produced CO_2 Inoculum Control (mg)	Concentration of inorganic carbon (mg/L)		Produced CO_2 (mg)	Biodegradation (%)
		TS-2	Diluted multiples		
3	9.47	5.87	2.5	5.13	4.3
7	29.27	10.35	5	32.92	27.3
11	37.80	16.97	5	66.86	55.4
14	44.28	20.58	5	83.55	69.2
17	50.41	22.66	5	90.76	75.2
21	55.93	24.70	5	98.34	81.4
24	61.57	26.54	5	104.50	86.5
29-1	72.77	27.63	5	100.29	83.1
29-2	6.45	12.83	1	106.08	87.9

Table 6 The Percentage Biodegradation of Toxicity Control (TC)

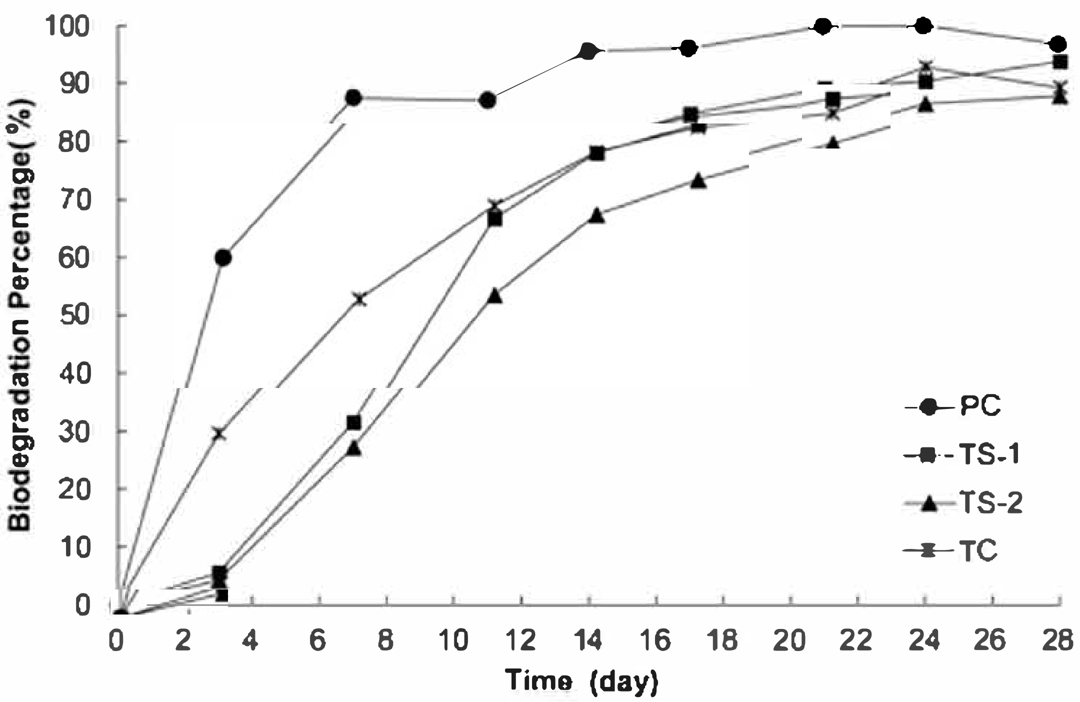
Time (day)	Produced CO_2 Inoculum Control (mg)	Concentration of Inorganic carbon (mg/L)		Produced CO_2 (mg)	Biodegradation (%)
		TC	Diluted multiples		
3	9.47	13.28	5	71.51	29.6
7	29.27	25.83	5	132.25	54.7
11	37.80	33.22	5	171.13	70.7
14	44.28	37.71	5	193.46	80.0
17	50.41	40.26	5	203.70	84.2
21	55.93	42.04	5	209.60	86.6
24	61.57	45.28	5	224.74	92.9
29-1	72.77	44.76	5	210.21	86.9
29-2	6.45	12.84	1	216.01	89.3

Table 7 Comparison of Biodegradation of the Test Suspensions

Time (day)	Biodegradation (%)			Difference (%)
	TS-1	TS-2	Mean	
3	5.6	4.3	5.0	1.3.
7	31.5	27.3	29.4	4.2
11	68.6	55.4	62.0	13.2
14	79.8	69.2	74.5	10.6
17	84.8	75.2	80.0	9.6
21	89.2	81.4	85.3	7.8
24	90.4	86.5	88.5	3.9
28	93.8	87.9	90.8	5.9

Note: The difference is the absolute value of the biodegradation percentage difference between parallels.

Figure 4 Biodegradation Curve



1.4.4.3 Validity Criteria

Validity Criteria	Result	Fulfillment	
The inorganic carbon content of the test item suspension in the test medium at the beginning of the test must be less than 5% of the total carbon	TS-1: 39.05 µg/L< 545 µg/L TS-2: 0 µg/L< 550 µg/L (refer to Section 1.4.1)	☑ Yes	☐ No
The total CO_2 evolution in the inoculum control at the end of the test should not exceed 40 mg/L	26.4mg/L (refer to Table 2)	☑ Yes	☐ No
The biodegradation rate of the procedure control was not less than 60% within 14 days	95.5% (refer to Table 3)	☑ Yes	☐ No
The biodegradation rate of the toxicity control was not less than 25% within 14 days	80.0% (refer to Table 6)	☑ Yes	☐ No
The difference between the percentage of biodegradation of the test material in the different vessels is less than 20% at the plateau, at the end of the test or at the end of the 10-d window.	5.9% (refer to Table 7)	☑ Yes	☐ No

As the five criteria above have been fulfilled, the test is considered to be valid.

The test is subcontracted to an external lab which is accredited in accordance with ISO/IEC 17025:2017.

-End-

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

1. Scope

1.1 These General Terms and Conditions of Business of TÜV Rheinland in Greater China ("GTCB") is made between the client and one or more member entities of TÜV Rheinland in Greater China as applicable as the case may be ("TÜV Rheinland"). The Greater China herein refers to Mainland China, Hong Kong and Taiwan. The client herein includes:
(i) a natural person capable to form legally binding contracts under the applicable laws who concludes the contract not in 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.

1.2 The following terms and conditions apply to agreed services including consultancy services, information, deliveries and similar services as well as ancillary services and other secondary obligations provided within the scope of contract performance.

1.3 Any standard terms and conditions of the client of any nature shall not apply and shall hereby be expressly excluded. Notwithstanding contract terms and conditions of the client shall form part of the contract even if TÜV Rheinland does not explicitly object to them.

1.4 In the context of an ongoing business relationship with the client, this GTCB shall also apply to future contracts with the client without TÜV Rheinland having to refer to them separately in each individual case.

2. Quotations

Unless otherwise agreed, all quotations submitted by TÜV Rheinland can be changed by TÜV Rheinland without notice prior to its acceptance and confirmation by the other party.

3. Coming into effect and duration of contracts

3.1 The contract shall come into effect for the agreed terms upon the quotation letter of TÜV Rheinland or a separate contractual document being signed by both contracting parties, or upon the works requested by the client being carried out by TÜV Rheinland. If the client instructs TÜV Rheinland without receiving a quotation from TÜV Rheinland (quotation), TÜV Rheinland is, in its sole discretion, entitled to accept the order by giving written notice of such acceptance (including notice sent via electronic means) or by performing the requested services.

3.2 The contract term starts upon the coming into effect of the contract in accordance with article 3.1 and shall continue for the term agreed in the contract.

3.3 If the contract provides for an extension of the contract term, the contract term will be extended by the term provided for in the contract unless terminated in writing by either party with a three-month notice prior to the end of the contractual term.

4. Scope of services

4.1 The scope and type of the services to be provided by TÜV Rheinland shall be specified in the contractually agreed service scope of TÜV Rheinland by both parties. If no such separate service scope of TÜV Rheinland exists, then the written confirmation of order by TÜV Rheinland shall be decisive for the services to be provided.
Unless otherwise agreed, services beyond the scope of the service description (e.g. checking the correctness and functionality of parts, products, processes, installations, organizations not listed in the service description, as well as the intended use and application of such) are not reviewed. In particular, no responsibility is assumed for the design, selection of materials, construction or intended use of an examined part, product, process or plant, unless this is expressly stated in the order.

4.2 The agreed services shall be performed in compliance with the regulations in force at the time the contract is entered into.

4.3 TÜV Rheinland is entitled to determine, in its sole discretion, the method and nature of the assessment unless otherwise agreed in writing or if mandatory provisions require a specific procedure to be followed.

4.4 On execution of the work there shall be no simultaneous assumption of any guarantee of the correctness (proper quality) and working order of either tested or examined parts nor of the installation as a whole and its upstream and/or downstream processes, organisations, use and application in accordance with regulations, nor of the systems on which the installation is based. In particular, TÜV Rheinland shall assume no responsibility for the construction, selection of materials and assembly of installations examined, nor for their use and application in accordance with regulations, unless these questions are expressly covered by the contract.

4.5 In the case of inspection work, TÜV Rheinland shall not be responsible for the accuracy or checking of the safety programmes or safety regulations on which the inspections are based, unless otherwise expressly agreed in writing.

4.6 If mandatory legal regulations and standards or official requirements for the agreed service scope change after conclusion of the contract, with a written notice to the client TÜV Rheinland shall be entitled to additional remuneration for resulting additional expenses.

4.7 The services to be provided by TÜV Rheinland under the contract are agreed exclusively with the client. A contract of third parties with the services of TÜV Rheinland, as well as making available of and justifying confidence in the work results (test reports, test results, expert reports, etc.) is not part of the agreed services. This also applies if the client passes on work results - in full or in extracts - to third parties in accordance with clause 11.4.

4.8 The client understands and agrees that in order to perform the contract with TÜV Rheinland, the client may need to sign one or more contractual agreements with a more than (party/ies) and establish legal relationships with the third parties (party/ies) according to such contracting requirements. TÜV Rheinland will merely bear the corresponding legal liability according to the contract and the direct services actually to be provided by our company in the service process. If the relevant services are not directly provided by TÜV Rheinland (including but not limited to any testing and certification services to be provided by third testing and certification bodies), TÜV Rheinland will provide the client as agent for such relevant services. In order to achieve the purpose of the contract, the client hereby agrees that TÜV Rheinland can also sub-entrust to a third party to provide agency services, but TÜV Rheinland shall not bear any responsibility and/or risk for any services to be provided by any third parties (including but not limited to the testing and/or certification services to be provided and/or applied for by our company on behalf of the client to other third testing and/or certification bodies, agency services provided by any other third agent(s), etc.). Besides, the client shall be liable in accordance with the relevant laws and regulations and/or the terms under the contract. If the client is required to conduct any annual review/surveillance of the relevant testing and/or certification service results and pay additional fees in accordance with the relevant laws and regulations of the testing and certification rules, such fees are not within the scope of the contract price, the client shall timely perform the obligation of such annual review/surveillance and pay the corresponding fees. If the client fails to perform such obligations of the annual review/surveillance or fees payment, it may lead to adverse consequences such as failure/ suspending/cancellation/invalidity of testing and/or certification results, which shall not be borne/liable by TÜV Rheinland.

4.9 For the service content agreed in the contract, if the client requires TÜV Rheinland to deliver relevant test samples, data, etc. to any overseas laboratory or other places or sites to be designated by the client, TÜV Rheinland shall not bear any responsibilities or risks for any problems during such delivery and the transportation process (including but not limited to any loss or damages of the samples and/or the materials, etc.). Besides, the relevant freight fees shall be borne by the client.

5. Performance periods/dates

5.1 The contractually agreed periods/dates of performance are based on estimates of the work involved which are prepared in line with the details provided by the client. They shall only be binding if being confirmed as binding by TÜV Rheinland in writing.

5.2 If binding periods of performance have been agreed, these periods shall not commence until the client has submitted all required documents to TÜV Rheinland.

5.3 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.

5.4 TÜV Rheinland is not responsible for a delay in performance, in particular if the client has not fulfilled his duties to cooperate in accordance with clause 6.1 or has not done so in time and, in particular, has not provided TÜV Rheinland with all documents and information required for the performance of the service as specified in the contract.

5.5 If the performance of TÜV Rheinland is delayed due to unforeseeable circumstances such as force majeure, strikes, business disruptions, government regulations, transport obstacles, etc., TÜV Rheinland is entitled to postpone performance for a reasonable period of time which corresponds at least to the duration of the hindrance plus any time period which may be required to resume performance.

5.6 If the client is obliged to comply with legal, officially prescribed and/or by the authorities prescribed deadlines, it is the client's responsibility to agree on performance dates with TÜV Rheinland, which enable the client to comply with the legal and/or officially prescribed deadlines. TÜV Rheinland assumes no responsibility in this respect unless TÜV Rheinland expressly agreed in writing specifically stating that ensuring the deadlines is the contractual obligation of TÜV Rheinland.

6. The client's obligation to cooperate

6.1 The client shall guarantee that all cooperation required on its part, its agents or third parties will be provided in good time and at no cost to TÜV Rheinland.

6.2 Design documents, supplies, auxiliary staff, etc. necessary for performance of the services shall be made available free of charge by the client. Moreover, collaborative action of the client must be undertaken in accordance with legal provisions, standards, safety regulations and accident prevention instructions. And the client represents and warrants that:
a) it has required statutory qualifications;
b) the product, service or management system to be certified complies with applicable laws and regulations; and
c) it doesn't have any illegal and dishonest behaviors or is not included in the list of Enterprises with Serious Illegal and Dishonest Acts of People's Republic of China.
If the client breaches the aforesaid representations and warranties, TÜV Rheinland is entitled to (i) immediately terminate the contract/order without prior notice; and (ii) withdraw the issued testing reports/certificates if any.

6.3 The client shall bear any additional cost incurred on account of work having to be redone or being delayed as a result of late, incorrect or incomplete information provided by or lack of proper cooperation from the client. Even where a fixed or maximum price is agreed, TÜV Rheinland shall be entitled to charge extra fees for such additional expense.

7. Prices

7.1 If the scope of performance is not laid down in writing when the order is placed, invoicing shall be based on costs actually incurred. If no price is agreed in writing, invoicing shall be made in accordance with the price list of TÜV Rheinland valid at the time of performance.

7.2 Unless otherwise agreed, work shall be invoiced according to the progress of the work.

7.3 If the execution of an order extends over more than one month and the value of the contract or the agreed fixed price exceeds €2,500.00 or equivalent value in local currency, TÜV Rheinland may demand payments on account or in instalments.

8. Payment terms

8.1 All invoice amounts shall be due for payment within 30 days of the invoice date without deduction on receipt of the invoice. No discounts and rebates shall be granted.

8.2 Payments shall be made to the bank account of TÜV Rheinland as indicated on the invoice, stating the invoice and client numbers.

8.3 In cases of default of payment, TÜV Rheinland shall be entitled to claim default interest at the applicable short term loan interest rate publicly announced by a reputable commercial bank in the country where TÜV Rheinland is located. At the same time, TÜV Rheinland reserves the right to claim further damages.

8.4 Should the client default in payment of the invoice despite being granted a reasonable grace period, TÜV Rheinland shall be entitled to cancel the contract, withdraw the certificate, claim damages for non-performance and refuse to continue performance of the contract.

8.5 The provisions set forth in article 8.4 shall also apply in cases involving returned cheques, cessation of payment, commencement of insolvency proceedings against the client's assets or cases in which the commencement of insolvency proceedings has been dismissed due to lack of assets.

8.6 Objections to the invoices of TÜV Rheinland shall be submitted in writing within two weeks of receipt of the invoice.

8.7 TÜV Rheinland shall be entitled to demand appropriate advance payments.

8.8 TÜV Rheinland shall be entitled to raise its fees at the beginning of a month if overheads and/or purchase costs have increased. In this case, TÜV Rheinland shall notify the client in writing of the rise in fees. This notification shall be issued one month prior to the date on which the rise in fees shall come into effect (period of notice of changes in fees). If the rise in fees remains under 5% per contractual year, the client shall not have the right to terminate the contract. If the rise in fees exceeds 5% per contractual year, the client shall be entitled to terminate the contract by the end of the period of notice of changes in fees. If the contract is not terminated, the changed fees shall be deemed to have been agreed upon by the time of the expiry of the notice period.

8.9 Only legally established and undisputed claims may be offset against claims by TÜV Rheinland.

8.10 TÜV Rheinland shall have the right at all times to setoff any amount due or payable by the client, including but not limited to setoff against any fees paid by the client under any contracts, agreement and/or orders/quotations reached with TÜV Rheinland.

9. Acceptance of work

9.1 Any part of the work result ordered which is complete in itself may be presented by TÜV Rheinland for acceptance as an instalment. The client shall be obliged to accept it immediately.

9.2 If acceptance is required or contractually agreed in an individual case, this shall be deemed to have taken place two (2) weeks after completion and handover of the work, unless the client refuses acceptance within this period stating at least one fundamental breach of contract by TÜV Rheinland.

9.3 The client is not entitled to refuse acceptance due to insignificant breach of contract by TÜV Rheinland.

9.4 If acceptance is excluded according to the nature of the work performance of TÜV Rheinland, the completion of the work shall take its place.

9.5 During the Follow-Audit stage, if the client was unable to make use of the time windows provided for within the scope of a certification procedure for auditing/performance by TÜV Rheinland and the certificate is therefore to be withdrawn (e.g. performance of surveillance audits), or if the client cancels or postpones a confirmed audit date within two (2) weeks before the agreed date, TÜV Rheinland is entitled to immediately charge a lump-sum compensation of 10% of the order amount as compensation for expenses. The client reserves the right to prove that the TÜV Rheinland has incurred no damage whatsoever or only a considerably lower damage than the above lump sum.

9.6 Insofar as the client has undertaken in the contract to accept services, TÜV Rheinland shall also be entitled to charge lump-sum damages in the amount of 10% of the order amount as compensation for expenses if the service is not called within one year after the order has been placed. The client reserves the right to prove that the TÜV Rheinland has incurred no damage whatsoever or only a considerably lower damage than the above mentioned lump sum.

10. Confidentiality

10.1 For the purpose of these terms and conditions, "confidential information" means all know-how, trade secrets, documents, images, drawings, expertise, information, data, test results, reports, samples, product documents, pricing and financial information, customer and supplier information, and marketing techniques and materials, tangible or intangible, that are supplied, transferred or otherwise disclosed by one Party (the "disclosing party") to the other Party (the "receiving party"), in writing or orally, in printed or electronic format. Confidential information is expressly not the data and know-how collected, compiled or otherwise obtained by TÜV Rheinland (non-personal and not proprietary to the client) within the scope of the provision of services by TÜV Rheinland. TÜV Rheinland is entitled to store, use, further develop and pass on the data obtained in connection with the provision of services for the purposes of developing new services, improving services and analysing the provision of services.

10.2 The disclosing party shall mark all confidential information disclosed in written form as confidential before passing it onto the receiving party. The same applies to confidential information transmitted by email. If confidential information is disclosed orally, the receiving party shall be appropriately informed in advance and the disclosing party shall confirm in writing the confidentiality nature of the information within five working days of oral disclosure. Where the disclosing party fails to do so within the stipulated period, the receiving party shall not take any confidentiality obligations hereunder towards such information. The client shall avoid using any third party platform and/or system (e.g. Wechat, etc. Unauthorized by TÜV Rheinland) to send any confidential information to TÜV Rheinland. Instead, the client shall send any confidential information to company email of TÜV Rheinland employees through its company email. If the client suffers from any losses or damages due to any theft or leakages to be caused by the adoption of any unauthorized confidential information sharing methods mentioned above, TÜV Rheinland shall be waived for any compensation liabilities.

10.3 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,
a) may only be used by the receiving party for the purposes of performing the contract, unless expressly otherwise agreed in writing by the disclosing party;
b) may not be copied, distributed, published or otherwise disclosed by the receiving party, unless this is necessary for fulfilling the purpose of the contract or TÜV Rheinland is required to pass on confidential information, inspection reports or documentation to the government authorities, judicial court, accreditation bodies or third parties (including but not limited to the relevant direct and/or indirect proposed purchasers, vehicle manufacturers/whole equipment manufacturers, test standards or test requirements providers of the client's test products and/or certified products, etc.) that are involved in the performance of the contract;
c) must be treated by the receiving party with the same level of confidentiality as the receiving party uses to protect its own confidential information, but never with a lesser level of confidentiality than that which is reasonably required.

10.4 The receiving party may disclose any confidential information received from the disclosing party only to those of its employees who need this information to perform the services required for the contract. The receiving party undertakes to oblige these employees to observe the same level of secrecy as set forth in this confidentiality clause.

10.5 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 clause 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; or
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 clause.

10.6 All confidential information shall remain the property of the disclosing party. The receiving party hereby agrees to immediately (i) return all confidential information, including all copies, to the disclosing party, and/or (ii) on request by the disclosing party, to destroy all confidential information, including all copies, and confirm the destruction of this confidential information to the disclosing party in writing, at any time if so requested by the disclosing party but at the latest and without special request after termination or expiry of the contract. This does not extend to include reports and certificates prepared for the client solely for the purpose of fulfilling the obligations under the contract, which shall remain with the client. However, TÜV Rheinland is entitled to make file copies of such reports, certificates and confidential information that forms the basis for preparing these reports and certificates in order to evidence the correctness of its results and for general documentation purposes required by laws, regulations and the requirements of working procedures of TÜV Rheinland.

10.7 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.

11. Copyrights and rights of use, publications

11.1 TÜV Rheinland shall retain all exclusive copyrights in the reports, expert reports/opinions, test reports/results, results, calculations, presentations etc. prepared by TÜV Rheinland, unless otherwise agreed by the parties in a separate agreement. As the owner of the copyrights, TÜV Rheinland is free to grant others the right to use the work results for individual or all types of use ("right of use").

11.2 The client receives a simple, unlimited, non transferable, non sublicensable right 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 client may only use such reports, expert reports/opinions, test reports/results, results calculations, presentations etc. prepared within the scope of the contract for the contractually agreed purpose.

11.3 The transfer of right of use of the generated work results regulated in clause 11.2. of the GTCB is subject to full payment of the remuneration agreed in favour of TÜV Rheinland.

11.4 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 written consent to the partial passing on of work results.

11.5 Any publication or duplication of the work results for advertising purposes or any further use of the work results beyond the scope regulated in clause 11.2, and any quotation of the introduction of TÜV Rheinland need the prior written approval of TÜV Rheinland in each individual case. Besides, the client ensures that the aforesaid use shall comply with relevant applicable laws, regulations and relevant rules (including but not limited to specific applicable testing and certification rules, etc.)

11.6 TÜV Rheinland may revoke a once given approval according to clause 11.5 at any time without stating reasons. In this case, the client 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 the certification mark of TÜV Rheinland.

12. Liability of TÜV Rheinland

12.1 Irrespective of the legal basis, to the fullest extent permitted by applicable law, in the event of a breach of contractual obligations or tort, the liability of TÜV Rheinland for all damages, losses and reimbursement of expenses caused by TÜV Rheinland, its legal representatives and/or employees shall be limited to: (i) in the case of a contract with a fixed overall fee, three times the overall fee for the entire contract; (ii) in the case of a contract for annually recurring services, the agreed annual fee; (iii) in the case of a contract expressly charged on a time and material basis, a maximum of 20,000 Euro or equivalent amount in local currency; and (iv) in the case of a framework agreement that provides for the possibility of placing individual orders, three times of the fee for the individual order under which the damages or losses have occurred. Notwithstanding the above, in the event that the total and accumulated liability calculated according to the foregoing provisions exceeds 2.5 Million Euro or equivalent amount in local currency, the total and accumulated liability of TÜV Rheinland shall be only limited to and shall not exceed the said 2.5 Million Euro or equivalent amount in local currency.

12.2 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 TÜV Rheinland or its vicarious agents. Such limitation shall not apply to damages for a person's death, physical injury or illness.

12.3 In cases involving a fundamental breach of contract, TÜV Rheinland will be liable even where minor negligence is involved. For this purpose, a "fundamental breach" is breach of a material contractual obligation, the performance of which permits the due performance of the contract. Any claim for damages for a fundamental breach of contract shall be limited to the amount of damages reasonably foreseen as a possible consequence of such breach of contract at the time of the breach (reasonably foreseeable damages), unless any of the circumstances described in article 12.2 applies.

12.4 TÜV Rheinland shall not be liable for the acts of the personnel made available by the client to support TÜV Rheinland in the performance of its services under the contract, unless such personnel made available is regarded as vicarious agent of TÜV Rheinland. If TÜV Rheinland is not liable for the acts of the personnel made available by the client under the foregoing provision, the client shall indemnify TÜV Rheinland against any claims made by third parties arising from or in connection with such personnel's acts.

12.5 Unless otherwise contractually agreed in writing, TÜV Rheinland shall only be liable under the contract to the client.

12.6 The limitation periods for claims for damages shall be based on statutory provisions.

12.7 None of the provisions of this article 12 changes the burden of proof to the disadvantage of the client.

13. Export control

13.1 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.

13.2 The performance of a contract with the client is subject to the proviso that there are no obstacles 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 incurred thereof by TÜV Rheinland.

14. Data protection notice

The client understands and agrees that TÜV Rheinland processes personal data (including but not limited to personal information) of the client and its related parties (including but not limited to the supplier of the client) for the purpose of fulfilling this contract. The client confirms that it has obtained the prior consent of the data subject, which entitles TÜV Rheinland to access, use, or process the personal data that the client collected or processed by itself and transferred to TÜV Rheinland. For certain services, we may also process sensitive personal data. TÜV Rheinland will use and process the data in accordance with the relevant legal basis. If any personal data has to be disclosed or transferred to any third party or any overseas party outside of the district in which the personal data was collected, the client also confirms that it has obtained the prior consent of the data subject. TÜV Rheinland will carry out cross-border data transmission and protect the data in compliance with the privacy and personal data security related laws and regulations in China and the local country. TÜV Rheinland will take measures to avoid any leakage, abuse, manipulation, damage or unauthorized access of personal data. The personal data will be deleted immediately as soon as a corresponding reason for deletion arises. Data subjects may exercise the following rights: right of information, right of decision, right of rectification, right of deletion, right of processing limitation, right of objection, right of data transferability. In addition, persons concerned by the data processing have the right to revoke their consent at any time with effect for the future, as well as the right to file a complaint with the competent data protection supervisory authority. For further details on the processing of personal data by TÜV Rheinland as the person responsible or contract processor, please refer to the respective data protection information. You can contact the Group Data Protection Officer of TÜV Rheinland by e-mail at dataprotection@tuv.com or by post at the following address: TÜV Rheinland AG, c/o Group Data Protection Officer, Am Grauen Stein, 51105 Cologne, Germany.

15. Retention of test material and documentation

15.1 The test samples submitted by the client to TÜV Rheinland for testing will be scrapped following testing or 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 the client.

15.2 Charges apply if the test samples are stored at the premises of TÜV Rheinland. The cost of placing a test sample into storage will be disclosed to the client in the quotation.

15.3 If reference samples or documentations are given to the client to be placed in storage at their premises, the reference samples or documentations must be made available to TÜV Rheinland upon request promptly and free of charge. If the client, in response to such a request, is incapable of making available the reference samples and/or documentation, any liability claims for material and pecuniary damage resulting from the respective testing and certification that is brought forward by the client against TÜV Rheinland shall be voided.

15.4 The retention period for the documentation shall be 10 (ten) years after the expiry of the test mark certificates or shall meet the applicable legal requirements for EU/EC certificates of conformity and US mark certificates.

15.5 The costs of the handover and dispatch of the test samples for storage on the client's premises are borne by the client. TÜV Rheinland will be liable for the loss of test samples or reference samples from the laboratories or warehouses of TÜV Rheinland only in case of gross negligence.

16. Termination of the contract

16.1 Notwithstanding clause 3.3 of the GTCB, TÜV Rheinland and the client are entitled to terminate the contract in its entirety 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 (6) months' notice to the end of the contractually agreed term. The notice period shall be shortened to six (6) weeks in case TÜV Rheinland is prevented from performing the services due to a loss or a suspension of its accreditation or notification.

16.2 For good causes, TÜV Rheinland may consider giving a written notice to the client to terminate the contract without bearing any liabilities and the client shall pay the relevant service fees for the services provided by TÜV Rheinland due to the termination date of the contract. The aforesaid good causes includes 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);
d) a substantial deterioration of the financial circumstances of the client occurs and as a result the payment claims of TÜV Rheinland under the contract are considerably endangered and TÜV Rheinland cannot reasonably be expected to continue the contractual relationship;
e) in the event of any serious misrepresentation, be it by intentional fraud or grossly negligent behavior of the managers, employees or agents of the client;
f) if TÜV Rheinland, for reasons beyond its control, is temporarily or finally not able or entitled to continue or finalize the performance of the service, e.g. in case of force majeure, government interference, sanctions, loss of accreditation or notification, or other.
g) if the country/region involved in the whole contract or the specific service project in the contract does not belong to the insurance coverage applicable to TÜV Rheinland, and TÜV Rheinland believes that there is a risk or some risks beyond its control to continue to perform the contract.

16.3 In the event of termination with written notice by TÜV Rheinland for good cause, TÜV Rheinland shall be entitled to a lump-sum claim for damages against the client if the conditions of a claim for damages exist. In this case, the client shall owe 15% of the remuneration to be paid until the end of the fixed contract term as lump-sum compensation. The client reserves the right to prove that there is no damage or a considerably lower damage. TÜV Rheinland reserves the right to prove a considerably higher damage in individual cases.

16.4 TÜV Rheinland is also entitled to terminate the contract with written notice if the client has not been able to make use of the time windows for auditing service provision provided by TÜV Rheinland within the scope of a certification procedure and the certificate therefore has to be withdrawn (for example during the performance of monitoring audits). Clause 16.3 applies accordingly.

17. Force Majeure

17.1. "Force Majeure" means the occurrence of an event or circumstance that prevents or impedes a Party from performing one or more of its contractual obligations under the contract, if and to the extent that that Party proves: (a) that such impediment is beyond its reasonable control; and (b) that it could not reasonably have been foreseen at the time of the conclusion of the contract; and (c) that the effects of the impediment could not reasonably have been avoided or overcome by the affected Party.

17.2. In the absence of proof to the contrary, the following events affecting a Party shall be presumed to fulfil conditions (a) and (b) under paragraph 1 of this Clause: (i) war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilization; (ii) civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy; (iii) currency and trade restriction, embargo, sanction; (iv) act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalization; (v) plague, epidemic, natural disaster or extreme natural event; (vi) explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy; (vii) general labor disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises.

17.3. The Party successfully invoking this Clause is relieved from its duty to perform its obligations under the contract and from any liability in damages or from any other contractual remedy for breach of contract, from the time at which the impediment causes inability to perform, provided that the notice thereof is given without delay. If notice thereof is not given without delay, the relief is effective from the time at which notice thereof reaches the other Party. Where the effect of the impediment or event invoked is temporary, the above consequences shall apply only as long as the impediment invoked impedes performance by the affected Party. Where the duration of the impediment invoked has the effect of substantially depriving the contracting Parties of what they were reasonably entitled to expect under the contract, either Party has the right to terminate the contract by notification within a reasonable period to the other Party. Unless otherwise agreed, the Parties expressly agree that the contract may be terminated by either Party if the duration of the impediment exceeds 120 days.

19. Hardship

18.1 The Parties are bound to perform their contractual duties even if events have rendered performance more onerous than could reasonably have been anticipated at the time of the conclusion of the contract.

18.2 Notwithstanding paragraph 1 of this Clause, where a Party proves that:
(a) the continued performance of its contractual duties has become excessively onerous due to an event beyond its reasonable control which it could not reasonably have been expected to have taken into account at the time of the conclusion of the contract; and that
(b) it could not reasonably have avoided or overcome the event or its consequences, the Parties are bound, within a reasonable time of the invocation of this Clause, to negotiate alternative contractual terms which reasonably allow to overcome the consequences of the event.

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 invoking this Clause is entitled to terminate the contract, but cannot request adaptation by the judge or arbitrator without the agreement of the other Party.

19. Partial invalidity, written form, place of jurisdiction and dispute resolution

19.1 All amendments and supplements must be in writing in order to be effective. This also applies to amendments and supplements to this clause 17.1.

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

19.3 Unless otherwise stipulated in the contract, the governing law of the contract and these terms and conditions shall be chosen following the rules as below:
a) If TÜV Rheinland in question is legally registered and existing in the People's Republic of China, the contracting parties hereby agree that the contract and these terms and conditions shall be governed by the laws of the People's Republic of China.
b) If TÜV Rheinland in question is legally registered and existing in Taiwan, the contracting parties hereby agree that the contract and these terms and conditions shall be governed by the laws of Taiwan.
c) If TÜV Rheinland in question is legally registered and existing in Hong Kong, the contracting parties hereby agree that the contract and these terms and conditions shall be governed by the laws of Hong Kong.

19.4 Any dispute in connection with the contract and these terms and conditions or the execution thereof shall be settled friendly through negotiations.
Unless otherwise stipulated in the contract, if no settlement or no agreement in respect of the extension of the negotiation period can be reached within two months of the arising of the dispute, the dispute shall be submitted:
a) in the case of TÜV Rheinland in question being legally registered and existing in the People's Republic of China, to China International Economic and Trade Arbitration Commission (CIETAC) to be settled by arbitration under the Arbitration Rules of CIETAC in force when the arbitration is submitted. The arbitration shall take place in Beijing, Shanghai, Shenzhen or Chongqing as appropriately chosen by the claiming party.
b) in the case of TÜV Rheinland in question being legally registered and existing in Taiwan, to Chinese Arbitration Association, Taipei to be arbitrated in accordance with its then current Rules of Arbitration. The arbitration shall take place in Taipei.
c) In the case of TÜV Rheinland being legally registered and existing in Hong Kong, to Hong Kong International Arbitration Centre (HKIAC) to be settled by arbitration under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted in accordance with 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 fee shall be borne by the losing party.