

Test Report No.: 244325359a 001 Page 1 of 19

Client: Zhejiang y.g. nonwoven fabric Co., Ltd.

Contact Information: No.1168 Cangdong Road, Xincang, Pinghu, Jiaxing, Zhejiang, China

Alice@ygnonwoven.com

Identification/Model No(s): PLA NONWOVEN

Sample Receiving Date: 2021-04-05

Sample Obtaining Method: Sending by customer

Condition at Delivery: Test item complete and undamaged

Testing Period: 2021-04-21 to 2021-10-14

Place of Testing: Chemical laboratory Shanghai& Kunshan, Textile laboratory Shanghai

Test Specification: Test Result:

With reference to DIN EN13432:2000 and ASTM D6400-19.

Testing according to customer's specification for the following parameters:

Heavy Metals and Other Toxic Substances

Volatile Solids Content

Pass

Total Dry Solid Content

Total Organic Carbon

Mass per Unit Area

Thickness Check

Qualitative Identification by Fourier Transform Infrared Spectroscopy

Please refer to page 3

Please refer to page 4

Please refer to page 5

Please refer to page 5

Quantitative Aerobic Disintegration Test Pass

Other Information:

Procedure No.:3351872

For and on behalf of

TÜV Rheinland (Shanghai) Co., Ltd.

2021-10-22 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.

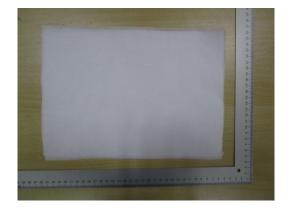
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Picture and Detailed Description of the Test Sample





M001 M002

Material List:

Material No.	Material	Color	Location	Remark
M001	Fabric	White	Refer to photo	-
M002	Fabric	White	Refer to photo	Sample for disintegration

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1 Heavy Metals and Other Toxic Substances

Test Method: For Fluorine (F) content, refer to EN 15408:2011.

For other contents, refer to EN ISO 17294-2:2016.

Test Result:

Test No.			T001
Material No.			M001
Test Parameter	Unit	Reporting Limit	Test Result
Zn	mg/kg	5	<rl< td=""></rl<>
Cu	mg/kg	5	<rl< td=""></rl<>
Ni	mg/kg	5	<rl< td=""></rl<>
Cd	mg/kg	0.25	<rl< td=""></rl<>
Pb	mg/kg	5	<rl< td=""></rl<>
Hg	mg/kg	0.20	<rl< td=""></rl<>
Cr	mg/kg	5	<rl< td=""></rl<>
Мо	mg/kg	0.25	<rl< td=""></rl<>
Se	mg/kg	0.25	<rl< td=""></rl<>
As	mg/kg	0.25	<rl< td=""></rl<>
F	mg/kg	50	<rl< td=""></rl<>
Со	mg/kg	3	<rl< td=""></rl<>

Abbreviation: mg/kg=milligram per kilogram

<RL = Less than reporting Limit

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Remark:

- 1. The requirement is following ASTM D6400-19 and DIN EN 13432: 2000 annex A.
- 2.The concentrations of regulated metals and other toxic substances in the plastic product or material shall be less than 50 % of those prescribed for sludges, fertilizers and composts in the country where the final product will be placed on the market or disposed of ,refer to below Table 1 for examples.

Table 1 — Examples of maximum concentrations of regulated metals and other toxic substances

Values given in mg/kg of dry material

Element	ASTM D6400	/ASTM D6868	EN13432 c /	NF T51-800 e	China f	Japan _g
	US a	Canada _b	AS4736/AS5810 d			
Zn	1400	463	150	150	_	180
Cu	750	189	50	50	_	60
Ni	210	45	25	25	_	30
Cd	17	5	0.5	0.5	1.5	0.5
Pb	150	125	50	50	50	10
Hg	8.5	1	0.5	0.5	2.5	0.2
Cr	_	265	50	50	150	50
Мо	_	5	1	1	_	_
Se	50	4	0.75	0.75	_	_
As	20.5	19	5	5	15	5
F	_	_	100	100		_
Со	_	38	_	38	_	_

a The maximum metal concentrations given here for the US are 50 % of those prescribed by 40 CFR 503.13, Table 3 (as per ASTM D6400 requirements).

3. BPI's new standard for fluorinated chemicals went into effect on January 1, 2020. Products may no longer be claimed as BPI Certified, whether on the product itself, or on a product's packaging or marketing materials, unless it meets all conditions of the rule, including no intentionally added fluorinated chemicals (as demonstrated in Safety Data Sheets) and a test report showing less than 100 ppm total fluorine.

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_b The maximum metal concentrations for Canada are those prescribed in 6.1 of BNQ 9011-911-I/2007.

^c The maximum metal concentrations for the EC are 50 % of those prescribed in ecological criteria for the award of the Community eco-label to soil improvers (EC OJ L 219, 7.8.1998, p. 39).

d The maximum metal concentrations given here for Australia refers to EN 13432, Table A.1.

_e The maximum metal concentrations given here for France refers to EN 13432, Table A.1. except for Co, and the maximum concentration for Co is prescribed in BNQ 9011-911-I/2007.

_f The maximum metal concentrations for China are 50 % of those prescribed by CJ/T 3059-1996 for Quality of Composts.

g The maximum metal concentrations for Japan are 10 % of those prescribed in the Fertilizer Control Law (Ministry of Agriculture, Forestry and Fisheries) and Guidelines for Quality of Composts (Central Union of Agricultural Co-operatives).



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2 Volatile Solids Content

Test Method: Refer to DIN EN 13432:2000.

Test Result:

Test No.	Material No.	Unit	Requirement	Result
T001	M002	%	≥50	99.9

Abbreviation: % = Percentage

Remark:

1. The requirement is following DIN EN 13432: 2000 annex A.

3 Total Dry Solids Content

Test Method: Refer to DIN EN 13432:2000.

Test Result:

Test No.	Material No.	Unit	Result
T001	M002	%	99.4

Abbreviation: % = Percentage

4 Total Organic Carbon

Test Method: In-house method, analyzed by TOC-analyzer.

Test Result:

Test No.	Material No.	Unit	Report Limit	Result
T001	M002	%	0.1	44.0

Abbreviation: % = Percentage

<RL=Less than report Limit

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T001

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Test No.:

5 Mass per Unit Area

Test Method: Refer to EN 12127:1997, measured by balance.

Test Result:

	Material No.:	M001
Trial	Unit	Test Result
1	g/m²	48.3
2	g/m²	53.1
3	g/m²	53.1
4	g/m²	52.1
5	g/m²	47.1
6	g/m²	55.6
7	g/m²	49.8
8	g/m²	52.8
9	g/m²	48.8
10	g/m²	61.4
Average	g/m²	52.2
SD	g/m²	4.17

Abbreviation: g/m² denotes gram per square meter.

SD=standard deviation,
$$S = \sqrt{\frac{\sum_{i=1}^{n}(x_i - \bar{x})^2}{n-1}}$$

Remark:

Equipment Uncertainty: U=0.002g (k=2)

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6 Thickness Check

Test Method: The thickness of 10 samples have been measured in the same position by vernier caliper.

Test Result:

	Test No.:	T001
	Material No.:	M001
Trial	Unit	Test Result
1	mm	0.22
2	mm	0.23
3	mm	0.22
4	mm	0.22
5	mm	0.23
6	mm	0.21
7	mm	0.22
8	mm	0.21
9	mm	0.22
10	mm	0.22
Average	mm	0.22
SD	mm	0.007

Abbreviation: mm = millimeter

SD=standard deviation, $S = \sqrt{\frac{\sum_{i=1}^{n}(x_i - \bar{x})^2}{n-1}}$

Remark:

Equipment Uncertainty: U=0.01mm (k=2)

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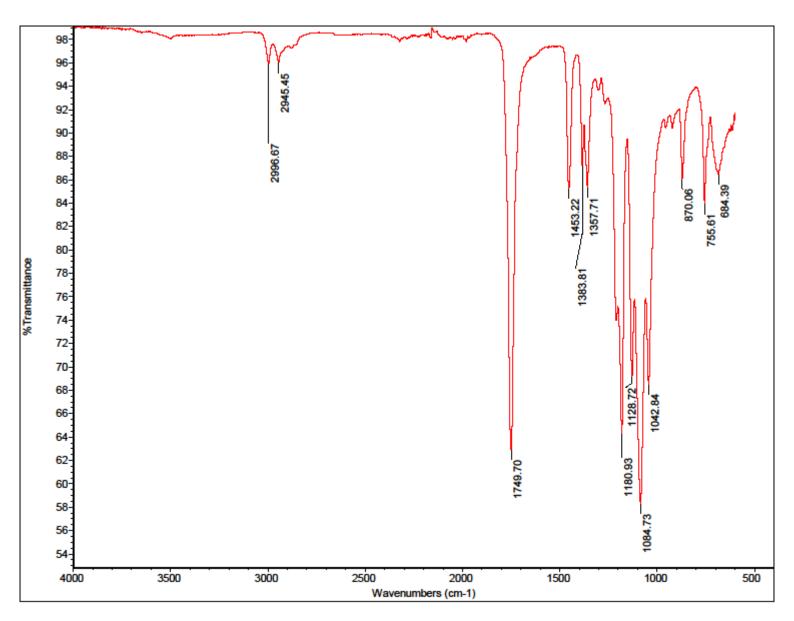
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7 Qualitative Identification by Fourier Transform Infrared Spectroscopy

Test Method: Determination by Fourier Transform Infrared Spectroscopy

Test Result:

Picture of IR Spectrometry for M001





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8 Disintegration

8.1 General Test Information

Test Method: Refer to ISO 16929:2021

Ovens: The ovens used for this test contain of a heating system and a flow-rate adjustable

air providing system. The temperature of the compost can be determined at any

time. The volume of the composting oven is 60 liters.

O2- An instrument (CY-C12) is used for determining the concentration of oxygen in the

determination: exhaust gas directly.

8.2 Blank Compost

8.2.1 Composition of Blank Compost

The biowaste contains of a mixture of 6.7kg soil (peilei), 1.7kg onions, 1.7kg carrots, 1.7kg pepper, 0.3kg sawdust, 4.2kg rice and 4.2kg soybeans.

Mass for rice and soybeans is wet mass after soaking the rice and the soybeans in water for 12 hours.

8.2.2 Conditions of Blank Compost in Beginning of Test

<u>Conditions</u>			
Water content (%)	63.0		
Volatile solids of total dry mass (%)	62.0		
C-N-ratio	21		
pH-Value	6.8		

8.3 Set Up of the Testing

The whole mixture is composted in the oven. No nets are used during this test.

Wet mass of the blank compost: 20.5kg

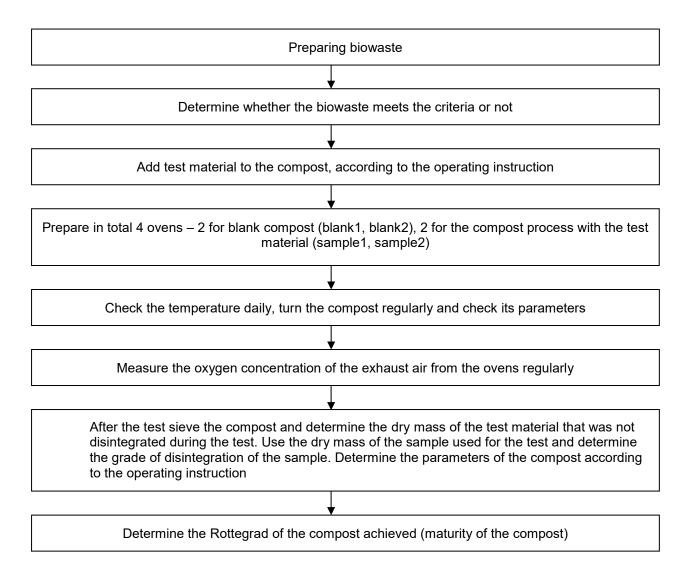
Sample compost: 205.0g sample pieces in 5cm×5cm are added to the blank compost to make the sample compost.

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8.4 Flow Chart of Experiment





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8.5 Results

8.5.1 Amount of Test Material after the Process of Disintegration

Sample 1

Parameter	Unit	Result
Total dry mass of the sample used for the test	g	205.0
Total dry mass of sample (>2mm-fraction) after the test:	g	0
Degree of disintegration	%	100

Sample 2

Parameter	Unit	Result
Total dry mass of the sample used for the test	g	205.0
Total dry mass of sample (>2mm-fraction) after the test:	g	0
Degree of disintegration	%	100

The amount of sample found after sieving the final compost through a 2mm sieve, washing and drying the material, is less than 10% of the sample amount placed in the biowaste at the beginning of the test. The physical breakdown during the composting process was successful.

8.5.2 Test Results of the Compost after Disintegration

8.5.2.1 Wet Mass of the Compost Achieved after Disintegration

Parameter	Unit	Result
Wet mass of the compost (blank 1)	kg	9.3
Wet mass of the compost (blank 2)	kg	8.9
Wet mass of the compost (sample 1)	kg	8.9
Wet mass of the compost (sample 2)	kg	8.5

8.5.2.2 Parameters of the Compost Achieved after Disintegration by Analyzing the <10mm Fraction

Parameter	Unit	Blank 1	Blank 2	Sample 1	Sample 2
Total dry solids	%	56.3	57.3	59.3	58.6
Volatile solids	%	57.5	58.6	60.1	59.3
pH	-	6.3	6.4	6.3	6.4
Phosphorus	mg/kg	8030	8030	6970	7020
Nitrite as N	mg/kg	0.20	0.24	0.34	0.27
Electrical conductivity#	mS/m	228	223	159	193
Total nitrogen as N	g/kg	22.3	23.3	19.6	19.8
Nitrate as N	mg/kg	37.7	36.0	16.3	17.1
Ammonium nitrogen as N	mg/kg	1788	1793	503	535
Potassium	mg/kg	22200	21300	22500	21200

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Magnesium	mg/kg	7310	7100	8610	7150
Volumetric density	Kg/L	0.69	0.72	0.72	0.70
Total organic carbon	%	24.1	25.2	22.0	23.8

There is no obvious deviation on the tested parameters between the composts obtained after the test on disintegration.

8.5.2.3 Rottegrad of the Compost Achieved after Disintegration

The Rottegrad is a parameter for determining the maturity of the compost obtained after the test on disintegration. After 84 days the final compost is placed in Dewar vessels for 72 hours. The highest temperature during these 72 hours is used for comparing with the limits for the different Rottegrads (see table below).

As mature compost does not undergo a significant self-heating process anymore, the temperature shall be below 30°C.

Parameter	Amount of Compost (kg)	Temperature after 72 h (°C)	Rottegrad
Blank 1	1.0	27.7	V
Blank 2	1.0	28.2	V
Sample 1	1.0	28.1	V
Sample 2	1.0	27.8	V

Reference:

Maximum Temperature	> 60°C	50.1°C to 60°C	40.1°C to 50°C	30.1°C to 40°C	≤30°C
Rottegrad	I	II	III	IV	V

<u>Validity parameter:</u> The compost shall have a Rottegrad of IV to V after 12 weeks. This validity parameter has been fulfilled.

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[#] The tests on the parameters of the final compost after disintegration are subcontracted to an external lab which is accredited in accordance with ISO/IEC 17025:2017.



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8.5.3 Appearance of Compost and Sample



Before test



After test

Blank



Before test



After test

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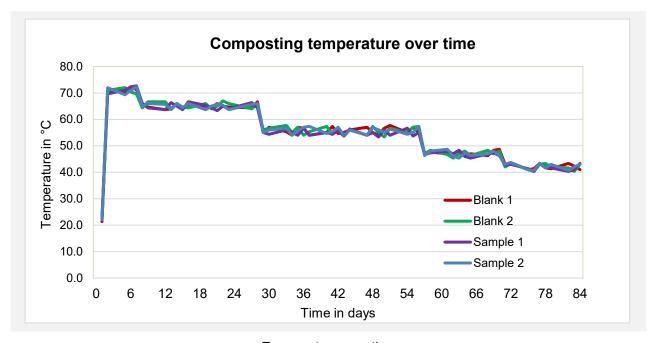
Sample



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8.6 Diagrams

8.6.1 Course of the Temperature during the Test



Temperature over time

Validity parameter:

Following minimum and maximum temperatures shall be respected in the ovens during the test.

— Days 2-7: between 60 °C and 75 °C

— Days 8–28: between 55 (±5) °C and 65 (±5) °C

— Days 29-56: between 50 (±5) °C and 60 (±5) °C

— Days 57–70: below 50 °C

— Days 71-84: below 45 °C

This requirement has been fulfilled. For single values please see below table.

Temperature of the compost during the test (°C)

Day	Blank 1	Blank 2	Sample 1	Sample 2
1	21.3	23.0	22.0	22.0
2	71.0	71.0	69.7	72.0
5	70.0	72.0	71.0	69.3
6	72.0	70.3	72.3	71.0
7	71.3	69.7	72.7	72.3
8	66.0	64.3	66.0	65.0
9	64.7	66.7	64.3	66.0
12	63.7	66.7	63.7	65.7
13	64.0	64.0	66.3	63.7

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14	66.0	66.0	65.0	66.0
15	64.0	64.7	63.7	64.3
16	65.7	64.3	66.7	66.0
19	65.0	66.0	65.3	63.7
20	64.3	64.0	64.3	65.0
21	66.0	65.0	63.3	65.7
22	65.0		65.0	65.3
		67.0 66.0		
23	64.7		64.0	63.7
27	64.3	64.0	66.3	65.7
28	66.7	66.0	64.3	66.0
29	55.0	56.0	55.0	55.0
30	57.0	56.7	54.3	56.0
33	55.3	57.7	56.0	56.7
34	54.0	55.0	55.0	54.0
35	57.0	57.0	54.0	55.7
36	56.7	54.0	56.7	57.0
37	54.0	55.3	54.0	57.3
40	55.0	57.3	55.0	54.7
41	57.3	54.3	54.3	55.3
42	54.7	56.7	55.7	57.0
43	55.0	53.7	53.7	54.0
44	56.0	56.0	56.3	56.0
47	57.0	54.0	54.0	54.0
48	55.0	57.3	55.0	57.0
49	54.0	55.0	53.3	56.0
50	56.7	53.3	56.0	55.0
51	57.7	56.7	54.0	56.3
54	55.0	55.0	56.7	54.3
55	57.0	57.0	53.7	55.0
56	55.0	57.3	55.0	57.3
57	47.3	47.0	46.7	46.3
58	47.7	48.3	47.3	48.0
61	47.0	46.7	48.0	48.7
62	47.0	45.3	47.0	46.0
63	48.3	47.0	48.3	45.3
64	46.0	48.0	46.0	47.3

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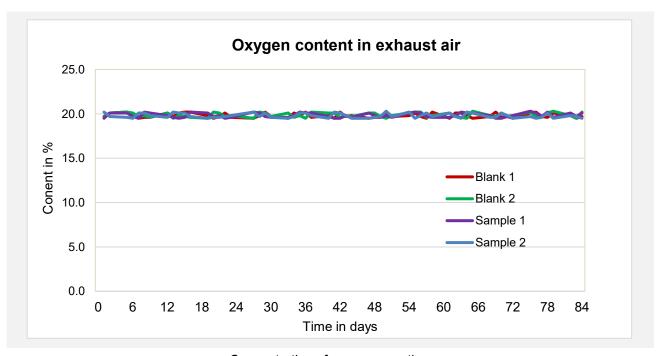


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65	47.0	46.3	45.3	46.3
68	46.3	48.3	47.0	47.0
69	48.3	47.0	47.3	48.0
70	48.7	48.0	46.3	46.3
71	43.0	42.0	42.7	43.0
72	43.7	43.3	43.0	43.7
75	41.0	41.0	41.3	41.0
76	41.3	40.3	40.3	40.7
77	43.3	43.0	43.3	43.3
78	41.7	43.3	42.0	41.7
79	41.3	42.0	41.7	43.0
82	43.3	41.7	40.3	40.7
83	42.3	40.3	41.0	42.0
84	41.0	43.0	43.3	43.0

3 days before the test was finished the heating function of the ovens was switched off. This caused the decreasing temperature after 81 days. The reason for switching off the heating function is, that the final compost will be used for determining the Rottegrad. Here the self-heating process of the final compost is determined, so we need to allow the compost to cool down to its natural temperature.

8.6.2 Course of the Concentration of Oxygen in the Exhaust Gas during the Test



Concentration of oxygen over time

Validity parameter:

For ensuring aerobic conditions, the concentration of oxygen in the exhaust gas never falls below 10%. This requirement has been fulfilled. For single values please see below table.

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Concentration of oxygen in the exhaust gas (%)

Day	Blank 1	Blank 2	Sample 1	Sample 2
1	19.7	19.6	19.5	20.2
2	20.1	20.1	20.1	19.7
5	20.2	20.2	20.1	19.6
6	19.8	20.1	19.7	19.5
7	19.5	19.7	19.5	20.1
8	19.6	19.8	20.2	20.1
9	19.6	19.6	20.1	19.8
12	20.1	20.1	19.8	19.6
13	19.7	19.5	19.6	20.2
14	20.1	19.8	19.5	20.1
15	20.2	19.7	19.6	20.1
16	20.2	19.6	20.2	19.7
19	19.8	19.5	20.1	19.5
20	19.5	20.2	19.7	19.6
21	19.7	20.1	19.8	19.6
22	20.1	19.7	19.5	19.7
23	19.6	19.8	19.6	19.8
27	19.5	19.5	20.2	20.2
28	19.8	20.2	20.1	19.7
29	20.2	20.1	19.7	20.1
30	19.7	19.7	19.6	19.6
33	19.5	20.1	19.6	19.5
34	20.1	19.6	19.8	19.7
35	19.8	19.8	20.2	20.1
36	20.2	19.5	20.1	20.1
37	19.6	20.2	20.1	19.8
40	19.8	20.1	19.7	19.5
41	19.5	20.1	19.5	20.2
42	20.2	19.6	19.5	20.1
43	19.7	19.8	19.8	19.8
44	19.8	19.7	19.6	19.5
47	19.5	20.1	20.1	19.5
48	19.6	20.1	19.8	19.6
49	19.6	19.7	19.6	19.7

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50	20.1	19.5	19.8	20.3
51	19.7	19.8	19.6	19.7
54	19.8	20.1	20.1	20.2
55	20.1	20.2	20.2	19.5
56	19.7	20.2	20.1	19.8
57	19.5	19.6	19.7	20.1
58	20.2	19.8	19.6	19.7
61	19.5	20.1	19.6	20.1
62	20.1	19.7	19.8	19.7
63	20.1	19.6	20.2	19.5
64	19.8	19.5	20.1	20.2
65	19.5	20.3	20.1	20.1
68	19.7	19.8	19.8	19.6
69	20.2	19.7	19.5	19.6
70	19.6	20.1	19.5	20.1
71	19.7	19.7	19.7	19.8
72	19.5	19.8	19.8	19.5
75	20.1	20.2	20.3	19.7
76	20.2	19.7	20.1	19.5
77	19.7	19.7	19.7	19.6
78	19.6	20.1	20.2	20.1
79	20.1	20.3	19.6	19.5
82	19.8	19.8	20.1	19.8
83	19.5	19.5	19.7	19.7
84	19.7	20.2	20.1	19.5

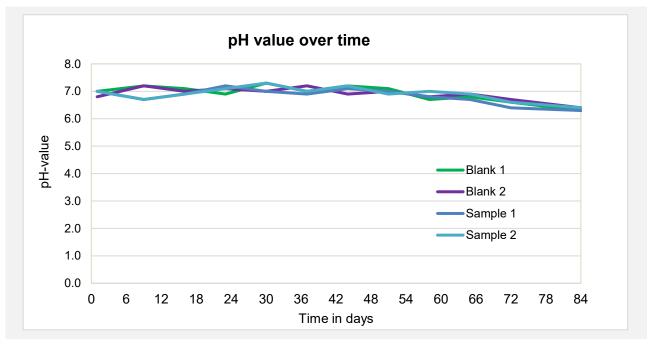
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8.6.3 Graph of Development of pH Value of the Compost during Composting Process



pH Value over time

Validity parameter:

The pH-value never falls below 5 and raises to a value above 7 during the test. This requirement has been fulfilled. For single values please see below table.

pH value of the compost during the test

Day	Blank 1	Blank 2	Sample 1	Sample 2
1	7.0	6.8	7.0	7.0
9	7.2	7.2	6.7	6.7
16	7.1	7.0	6.9	6.9
23	6.9	7.1	7.2	7.1
30	7.3	7.0	7.0	7.3
37	7.0	7.2	6.9	7.0
44	7.2	6.9	7.1	7.2
51	7.1	7.0	7.0	6.9
58	6.7	6.8	6.8	7.0
65	6.8	6.9	6.7	6.9
72	6.6	6.7	6.4	6.6
84	6.3	6.4	6.3	6.4

-End-

TÜV Rheinland (Shanghai) Co., Ltd. Shanghai TÜV Rheinland Building, No. 177, Lane 777, West Guangzhong Road, Jing'an District, Shanghai 200072, P.R. China

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

- 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 a applicable as the case may be ("TÜV Rheinland"). The Greater China hereof refers to Mainland China Hong Kong and Taiwan. The client hereof includes:
- a natural person capable to form legally binding contracts under the applicable laws who of the contract not for the purpose of a daily use;
- (ii) the incorporated or unincorporated entity duly organized, validly existing and capable to form legally binding contracts under the applicable law.
- The following terms and conditions apply to agreed services including consultancy services, information, deliveries and similar services as well as ancillary services and other secondary obligations provided within the scope of contract performance.
- congatures provided within the scope of contact, performance.

 Any standard terms and conditions of the client of any nature shall not apply and shall hereby be expressly excluded. No standard contractual terms and conditions of the client shall form part of the contract even if TÜV Rheinland does not explicitly object to them.
- 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

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.

ming into effect and duration of contracts

- The contract half come ince effect for the agreed terms upon the quotation letter of TDV Revisitant or a separate contractable document half lenging gloyed by both contracting patients, or upon the service requested by the client being carried out by TDV Reheinland, if the client instructs TDV Reheinland quotation, TDV Reheinland quotation, TDV Reheinland quotation, TDV Reheinland, in its sole described, 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.
- If the contract provides for an extension of the contract term, the contract term will be extended by the term provided for in the contract unless terminated in writing by either party with a six-week notice prior to the end of the contractual term.

- 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 service to be provided.
- The agreed services shall be performed in compliance with the regulations in force at the time the 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 procedure to be
- 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, TUP Kheinland 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 overently the contract.
- the case of inspection work, TÜV Rheinland shall not be responsible for the accuracy or checking the safety programmes or safety regulations on which the inspections are based, unless otherwise pressly agreed in writing.
- tory legal regulations and standards or official requirements for the agreed service scope fler conclusion of the contract, with a written notice to the client, TÜV Rheinland shall be additional remuneration for resulting additional expenses.
- The services to be provided by TDV Rheinland under the contract are agreed exclusively with the client. A contract of third parties with the services of TDV Rheinland, as well as making available of and justifying conflower in the work results (set reports, Let 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.

- 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.
- If binding periods of performance have been agreed, these periods shall not commence until the cli-has submitted all required documents to $T\bar{U}V$ Rheinland.
- Articles 5.1 and 5.2 also apply, even without express approval by the client, to all extensions of agreed periods/dates of performance not caused by TÜV Rheinland.
- TÜV Rheinland is not responsible for a delay in performance, in particular if the client has not fulfilled duties to cooperate in accordance with clause 6.1 or has not done so in time and, in particular, has t provided TÜV Rheinland with all documents and information required for the performance of the vice as specified in the contract.
- If the performance of TDV Rheinland is delayed due to unforeseeable circumstances such as for majeure, strikes, business disruptions, governmental regulations, transport obstacles, etc., TI Rheinland is entitled to postpone performance for a reasonable period of time which correspond seess to the duration of the hindrance plus any time period which may be required to resu-nerformance.

The client's obligation to cooperate

- The client shall guarantee that all cooperation required on its part, its agents or third parties will be provided in good time and at no cost to TÜV Rheinland.
- Design documents, supplies, auxiliary staff, etc. necessary for performance of the services shall be made available free of charge by the client. Moreover, collaborative action of the client must be undertaken in accordance with legal provisions, standards, safety regulations and accident prevention instructions. And the client represents and warrants that:
- 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 behaviours 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 contractorder without prior notice; and ii) withdraw the issued testing report/certificate if any.
- The client shall bear any additional cost incurred on account of work having to be redone or being delayed as a result of late, incorrect or incomplete information provided by or lack of proper cooperation from the client. Even where a faxe of maximum price is agreed, TÜV Rheinland shall be entitled to charge extra fees for such additional expense.

- 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.
- .
 Unless otherwise agreed, work shall be invoiced according to the progress of the work.
- 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. 7.3

- 8.1
- Payments shall be made to the bank account of TÜV Rheinland as indicated on the invoice, stating the invoice and client numbers.
- In cases of default of payment, TÜV Rheinland shall be entitled to claim default in 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 dramane.
- 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.
- ne provisions set forth in article 8.4 shall also apply in cases involving returned cheques, cessation payment, commencement of insolvency proceedings against the client's assets or cases in which commencement of insolvency proceedings has been dismissed due to lack of assets.
- Objections to the invoices of TÜV Rheinland shall be submitted in writing within two weeks of re of the invoice.
- TÜV Rheinland shall be entitled to demand appropriate advance payme
- I/O wherimand small be entitled to size it fees at the beginning of a month of overheads and/or purchase costs have increased. In this case, TUM Rheinland shall notify the client in writing of the rise in fees. This notification shall be issued one morth prior to the date or which the rise in fees. Size in described the state of the rise in the state of the state of the state or the state or which the rise in fees contractual year. The client shall not have the right to terminate the contract. If the rise in fee seceeds 5% per contractual year, the client shall centified 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 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.
- Only legally established and undisputed claims may be offset against claims by TÜV Rhe

rÜV Rheinland shall have the right at all times to setoff any amount due or payable by the cl cluding but not limited to setoff against any fees paid by the client under any contracts, agreer nd/or orders/quotations reached with TÜV Rheinland.

- Any part of the work result ordered which is complete in itself may be presented by TÜV Rheinland for acceptance as an instalment. The client shall be obliged to accept it immediately.
- If acceptance is required or contractually agreed in an individual case, this shall be deemed to taken place two (2) weeks after completion and handover of the work, unless the client reacceptance within this period stating at least one fundmental breach of contract by TÜV Rheinia
- The client is not entitled to refuse acceptance due to insignificant breach of contract by TÜV Rheinland
- If acceptance is excluded according to the nature of the work performance of TÜV Rheinland, the completion of the work shall take its place.
- During the Follow Audit stage, if the client was unable to make use of the time windows provide within the scope of a certification procedure for auditing/berformance by TDV. Rheinland and within the scope of a certification procedure for auditing/berformance by TDV. Rheinland and procedure to the scope of the sc
- 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 fafter he 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.

- dentiality
 purpose of these terms and conditions, "confidential information" means all know-how, trade secrets,
 documents, images, drawings, expertise, information, data, test results, reports, samples, project,
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 documents, principal more information, and and supplied or information, and make the properties of electronic branch confidential information is excreasely not the data and know-how collected,
 compiled or otherwise obtained by TOV Rheinfand (more-personal and not proprietary to the client)
 within the expect of the provision of services by TOV Rheinfand. TUV Rheinfand is entitled to store,
 use, further develop and pass on the data obtained in connection with the provision of services for the
 The discoleration party shall mark all confidential information discolesed in written forms acconfidential
 before passing it onto the receiving party. The same applies to confidential information in transmitted by
 email. Econfidential information is discoleded orally, the receiving party shall mark discoleded orally, the receiving party shall mark discoleded orally, the receiving party shall mark discoleded orally, the receiving party shall not be appropriately informed
 within the working days of oral disclosure. Where the disclosing party palls to do so within the stipulated
 princip, the characteristic by Office that information is discoleded orally, the receiving party shall not be received to the providential information in the properties of the providential profidential information is discoleded orally the receiving party shall not be expected by the providential information of the Revention party shall not take any confidential toyling the secretary party shall not be caused by the depotion of any unauthorized confidential information sharing
 methods mentioned above. TUV Rheinfand shall be waited for any compensation
- All confidential information which the disclosing party transmits or otherwise discloses to the receiving party and which is created during performance of work by TOV Rheinland:
 - may only be used by the receiving party for the purposes of performing the contract, unless expressly otherwise agreed in writing by the disclosing party;
 - 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 that are involved in the performance of the contract.
- must be treated by the receiving party with the same level of confidentiality as the receiving party uses to protect its own confidential information, but never with a lesser level of confidentiality than that which is reasonably required.
- The receiving party may disclose any confidential information received from the disclosing part to those of its employees who need this information to perform the services required for the cor The receiving party undertakes to oblige these employees to observe the same level of secrecy forth in this confidentiality clause.
- Information for which the receiving party can furnish proof that:
 - it was generally known at the time of disclosure or has become general kr this confidentiality clause by the receiving party; or
 - it was disclosed to the receiving party by a third party entitled to disclose this information; of
 - the receiving party already possessed this information prior to disclosure by the disclosing party, or
 - 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.
 - deemed to constitute "confidential information" as defined in this confidentiality clause.

 All confidential information shall reamin the grouptly of the dicationing party. The receiving party hereby agrees to immediately (i) return all confidential information, including all copies, to the discoling party and/or (ii) on request by the discoling party to destroy all confidential information. Including all copies, and confirm the destruction of this confidential information to the discoling party in writing, at any time is or equested by the disclosing party to at the latest and without special request after fermination or expiry of the contract. This does not extend to include reports and certificates prepared for the client. However, TOV Rhenitand is entitled to make file copies of such reports, certificates and confidential corrections of its results and for ponement documentation purpose required by laws, regulations and the requirements of working procedures of TÜV Rheinland is procedures of TÜV Rheinland.
- From the start of the contract and for a period of three years after termination or expiry of the contract experience of the receiving party shall maintain strict secrecy of all confidential information and shall not disclose information to any third parties or use it for itself.

Copyrights and rights of use, publications

11.2

11.6

11.7

- TOV Rheinland shall retain all exclusive copyrights in the reports, expert reports/ciprior reports/results, results, calculations, presentations etc. prepared by TOV Rheinland, unless otl agreed by the parties in a separate agreement. As the owner of the copyrights, TOV Rheinland to grant others the right to use the work results for individual or all types of use ("right of use")
- The client receives a simple, unlimited, non-transferable, non-subliconsable right of use to the cord of the work results produced within the scope of the contract, unless otherwise agreed by the pa in a separate agreement. The client may only use such reports, expert reports(opinion, reports/explision), reports/explision, proports/explisit, results calculations, presentations etc. prepared within the scope of the contract for contractually agreed purpose.
- The transfer of right of use of the generated work results regulated in clause 11.2. of the GTCB is ubject to full payment of the remuneration agreed in favour of TÜV Rheinland.
 - The client may use work results only complete and unshortened. The client may only pass on the work results in full unless TÜV Rheinland has given its prior written consent to the partial passing on of work results.
- Any publication or duplication of the work results for advertising purposes or any further use of the work results beyond the scope regulaed in clause 11.2 needs the prior written approval of TÜV Rheinland in each individual case. 11.5
 - 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.
 - The consent of TÜV Rheinland to publication or duplication of the work results does not entitle the client to use the corporate logo, corporate design or test/certification mark of TÜV Rheinland.

Liability of TÜV Rheinland

- Liability of TUV Rhenland 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 TUV Rheinland for all damages, losses and embrusement of expenses caused by TUV Rheinland, its legal prepresentatives andire employees shall be limited to: (i) in the case of a contract with a fixed overall fee, three times the overall fee for light produces of the contract of samply recurring senders, this great and produces of the contract of samply recurring senders, the great of 2000 Euro or equivalent amount in local currency, and (iv) in the case of a framework agreement that provides for the possibility of placing individual order, 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 local and accumulated liability calculated according to the fregoring provisions exceeds 2.5 Million be only limited to and shall not exceed the said 2.5 Million Euro or equivalent amount in local currency.
- The limitation of liability according to article 12.1 above shall not apply to damages and/or losses caused by malice, intent or gross negligence on the part of TUV Rheinland or its vicarious agents Such limitation shall not apply to damages for a person's death, physical injury or liness.
- In cases involving a fundamental breach of contract. TUV Probations will be liable even where micro-neglesence is involved. For this propose, a Fundamental beach "is breach of a makinal contract collision," 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 that the Intel® to the Presch (reasonably foreseenable damages), unless any of the circumstances described in article 122 applies. 12.3
- TÜV Reviniand shall not be liable for the acts of the personnel made svaliable by the client to support TÜV Reviniand in the performance of its services under the contract, unless such personnel available is regarded as vicarious agent of TÜV Reviniand. If TÜV Reviniand is not liable for the acts of the personnel made available by the client under the foregoing provision, the client shall indemnify TÜV Reviniand against any claims made by third parties arising from or in connection with such personnel's acts. 12.4
- 12.7 None of the provisions of this article 12 changes the burden of proof to the disadvantage of the client

- 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.
- 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, $T\bar{U}V$ Rheinland shall be entitled to terminate the contract with immediate effect and the client shall compensate for the losses incured thereof by $T\bar{U}V$ Rheinland.

Data protection notice

TOV Rheinland processes personal data of the client for the purpose of fulfilling this contract, in addition,
TOV Rheinland processes be data for other legal purposes in accordance with the relevant legal basis.
TOV Rheinland so processes the data for other legal purposes in accordance with the relevant legal basis.
The personal data of the client will only be disclosed to other natural or legal persons if the legal
regardenests are met. This side applies to transfers to third countries. The personal data with be deleted
following rights: right of information, right or certification, right of deleten, right of processing have the
right to revoke their connected any time with effect for the future, as well as the right to like a compliant with
right to revoke their connected any time with effect for the future, as well as the right to like a compliant with
by TOV. Rheinland as the person responsible or contract processor, please refer to the respective data
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- ... set costs for freight and transport of documents or test materials/samples to and from TDV Rheinland as well as the costs of necessary disposal measures shall be borne by the client. TDV Rheinland will be only lable for the direct loss of test material/samples in the laboratories or warehouses of TDV Rheinland only in case of gross negligence. 15.1The risk and costs for freight and transport of docum
- 15.2Any destroyed and otherwise worthless test materials/samples will be disposed of by TÜV Rheinland for the client at the expense of the client, unless otherwise agreed.
- naged test materials/samples shall be stored by TÜV Rheinland for four (4) weeks after completion of the test. If a longer storage period is desired, TÜV Rheinland charges an appropriate storage fee.
- 15.4After the expiry of the 4 weeks or any longer period agreed upon, the test materials/samples will be disposed of by TÛV Rheinland for the client for a fee in accordance with clause 15.2.
 - test materials samples or documentations are given to the client to be placed in storage at their premises, the test materials samples or documentations must be made available to TOV Rheinfald upon request the state of the s

- 16.1 Notwithstanding clause 3.3 of the GTCB, TUV Rheinland and the client are entitled to terminate the contract in the entirety or, in the case of services combined in one contract, each of the combined parts of the months' notice to the end of the contractually agreed term. The notice period salls be shortened to bit (6) weeks in case TUV Rheinland is prevented from performing the services due to a loss or a suspension of its accretication or notification.
- 16.2For good causes, TÜV Rheinland may consider giving a written notice to the client to terminate the contract which 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 cor
 - 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 TVV Rheinland under the contract are considerably endangered and TVV Rheinland cannot reasonably be expected to confinue 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.
- the event of termination with written notice by TUV Rheinland for good cause, TUV Rheinland shall be entitled to a lump-aum claim for damages against the clerit if the conditions of a claim for damages exist. In this case, the client hall low e15% of the renumeration to be gaid until the end of the fixed contract term as lump-aum compensation. The client reserves the right to prove that there is no damage or a considerably lower damage. TUV Rheinland reserves the right to prove a considerably higher damage in individual lower damage. TUV Rheinland reserves the right to prove a considerably higher damage in individual to the contract of the
- 16.4TÜV Rheirland 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 Jensinot provision provided by TÜV Rheirland within the scope of a perficiant procedure and the certificate therefore has to be withdrawn (for example during the performance of monitoring audits). Clause 16.3 applies accordingly.

- 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 its 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.
- sectionary view over avoices or overcome by the election ray, where the present and the presence of the fill conditions (a) and (b) under paragraph 1 of this Clause: (i) war (whether declared or not), hostillities, mission, act of foreign enemies, extensive millitary mobilization; (ii) or livar, for rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or prizey; (iii) currency and trade restriction, entages, sandore; (iv) act of authority whether levial or unlands, compliance with any law or governmental order, expropriation, section of works, requisition, nationalization; (v) plague, epidemic, down of transport, telecommunication, information system or energy, (ivi) general labor disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises.
- as boycut, strike and lock-out, go-alow, occupation of factories and premises.

 The Party accessfully 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 arready for treach of contract, from the time at which the impediment causes installify to perform, provided that the notices thereof is given without delay, if notice thereof is not given without delay, the relief is effective from the time at which notice thereof is not given to the relative them to the relative the relative three the defloat of the impediment or went invoked is temporary, the above consequences shall apply only as long as the impediment invoked included priving the contracting Parties of what they were reasonably entitled to expect under the contract, either Party has the agreed, the Parties expressly agree that the contract may be terminated by either Party if the duration of the impediment exceeds 120 days.

- 18.1The Parties are bound to perform their contractual duties even if events have rendered performance more onerous than could reasonably have been anticipated at the time of the 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. 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.
- tial invalidity, written form, place of jurisdiction and dispute resolution
- All amendments and supplements must be in writing in order to be effective. This also applies to amendments and supplements to this clause 17.1.
- Should one or several of the provisions under the contract and/or these terms and conditions be or become ineffective, the contracting parties shall replace the invalid provision with a legally valid provision that comes
- 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:
 - 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.
 - 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. if TÜV Rheinland in question is legally registered and existing in Hong Kong, the contracting parties hereby agree that the contract and these terms and conditions shall be governed by the laws of Hong Kong.
 - Any dispute in connection with the contract and these terms and conditions or the execution thereof shall be settled friendly through negotiations. 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 TDV Rheinland in question being legally registered and existing in the People's Republic of China, to China International Economic and Trade Arbitration Commission (ICETAC) to be setted by arbitration under the Arbitration Rives of ICETAC in force when the arbitration is submitted arbitration shall take place in Beijing, Shanghai, Shenzhen or Chongging 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.
 - in the case of TUV Rehinand solin [sagilly registered and existing in Hong Kong, to Hong Kong in the case of TUV Rehinand solin [sagilly registered and existing in Hong Kong, to Hong Kong emational Arbitration Centre (HKIAC) to be settled by arbitration under the HKIAC Administered irlation Rules in force when he Notice of Arbitration is submitted in accordance with these rules. The tration shall lake 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.