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Client: NINGBO PRINCE TOYS CO.,LTD.

Contact Information: No.777 East Taoyuan Road,Guanhaiwei Town,Cixi City,Zhejiang,China.

Test item(s): Toys

**Identification/
Model No(s):** BABY RIDE ON CAR /BABY TRICYCLE
551/605/613/613W/614/614W/616A/
616B/618A/618B

Sample obtaining method: Sending by customer

Condition at delivery: Test item complete and undamaged.

Sample Receiving date: 2023-03-22; 2023-03-23; 2023-04-06

Testing Period: 2023-03-31 to 2023-04-13

Place of testing: Chemical laboratory Shenzhen

Test Specification:

1. According to RoHS(recast): Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment, 2011/65/EU Annex II and its amendment

Test result:

PASS

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



2023-04-18

Nina L. H. Li / TS 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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Material List:

Item: BABY RIDE ON CAR /BABY TRICYCLE
 551/605/613/613W/614/614W/616A/
 616B/618A/618B

Material No.	Material	Color	Location
A001	Plastic	Red	Refer to photo
A002	Plastic	Grey	Refer to photo
A003	Plastic	Off white	Refer to photo
A004	Plastic	Black	Refer to photo
A005	Paper + coating + adhesive	White/ multi-color	Refer to photo
A006	Metal	Black	Refer to photo
A007	Plastic	Black	Refer to photo
A008	Metal	Silvery	Refer to photo
A009	Metal	Silvery	Refer to photo
A010	Metal	Silvery	Refer to photo
A011	Metal	Silvery	Refer to photo
A012	Metal	Silvery	Refer to photo
A013	Metal	Silvery	Refer to photo
A014	Metal	Silvery	Refer to photo
A015	Metal	Silvery	Refer to photo
A016	Plastic	Black/ red	Refer to photo
A017	Plastic	White/ black	Refer to photo
A018	Metal	Silvery	Refer to photo
A019	Plastic	Black/ yellow	Refer to photo
A020	Plastic	Red/ black	Refer to photo
A021	Plastic	Blue/ black	Refer to photo
A022	Solder	Silvery	Refer to photo
A023	PCB board	White/ green	Refer to photo
A024	Plastic	White/ black	Refer to photo
A025	Solder	Silvery	Refer to photo
A026	Solder	Silvery	Refer to photo

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A027	PCB board	White/ green	Refer to photo
A028	Plastic	White/ black	Refer to photo
A029	Polymer	Black	Refer to photo
A030	Metal	Silvery	Refer to photo
A031	Plastic	Green	Refer to photo
A032	Magnet	Black	Refer to photo
A033	PCB board	Beige/ coppery/ green	Refer to photo
A034	Solder	Silvery	Refer to photo
A035	Polymer	White	Refer to photo
A036	Plastic	Transparent	Refer to photo
A037	Metal	Coppery	Refer to photo
A038	Metal	Silvery	Refer to photo
A039	Metal	Silvery	Refer to photo
A040	Plastic	Green	Refer to photo
A041	Plastic	Yellow	Refer to photo
A042	Coating	Silvery	Refer to photo
A043	Plastic	Matt black	Refer to photo
A044	Plastic	Transparent	Refer to photo
A045	Plastic	Transparent	Refer to photo
A046	PCB board	White/ green	Refer to photo
A047	Metal	Silvery	Refer to photo
A048	Solder	Silvery	Refer to photo
A049	Plastic	Dark red	Refer to photo
A050	Plastic	Brown	Refer to photo
A051	Plastic	Off white	Refer to photo
A052	Metal	Silvery	Refer to photo
A053	Metal	Silvery	Refer to photo
A054	PCB board	White/ green/ brown	Refer to photo
A055	Solder	Silvery	Refer to photo
A056	PCB board	White	Refer to photo
A057	Plastic	Yellow	Refer to photo
A058	Plastic	Red	Refer to photo

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A059	Plastic	Black	Refer to photo
A060	Plastic	White	Refer to photo
A061	Plastic	Deep blue	Refer to photo
A070	Electronic components	Black/ brown	Refer to photo
A071	Solder	Silvery	Refer to photo
A072	PCB board	Green/ white/ beige	Refer to photo
A073	Plastic	Shiny grey	Refer to photo
A074	Plastic	Grey	Refer to photo
A075	Plastic	White	Refer to photo
A076	Metal	Silvery	Refer to photo
A077	Electronic components	Blue/ silvery/ black/ red	Refer to photo
A078	Plastic	Purple	Refer to photo
A079	Plastic	Deep blue	Refer to photo
A080	Plastic	Pink	Refer to photo
A081	Plastic	Light blue	Refer to photo
A082	Plastic	Orange	Refer to photo
A083	Plastic	Translucent white	Refer to photo
A084	Plastic	Transparent	Refer to photo
A085	Plastic	Beige	Refer to photo
M002	Plastic	Red	Shell of car (616A,618A,551,613W,614W,616B/618B black steering wheel, 616B/618B green steering wheel,613/614)
M003	Plastic	Grey	Lamp and wheel of car (616A,618A,613W,614W)
M004	Plastic	Off white	Steering wheel (616A,616B/618B black steering wheel)
M005	Plastic	Black	Steering wheel, lazyback, tyries, seat (616A,618A,551,605,613W,614W,616B/618B black steering wheel,613/614)
M006	Paper + coating + adhesive	White/ multi-color	Paper sticker (616A,618A,551,605,613W,614W)
M007	Plastic	Black	Washer of battery case (616A,618A,605)
M008	Plastic	Black/ red	Wire jacket of battery case (616A,618A,551,613W,614W)

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M009	Plastic	White/ black	Wire jacket of battery case (616A,618A,551,613W,614W)
M010	Plastic	Black/ yellow	Wire jacket of PCB (616A,618A,551,613W,614W)
M011	Plastic	Red/ black	Wire jacket of PCB (616A,618A,551,613W,614W)
M012	Plastic	Blue/ black	Wire jacket of PCB (616A,618A,551,613W,614W)
M013	PCB board	White/ green	PCB of steering wheel (616A,618A)
M014	Plastic	White/ black	Button (616A,618A,551,605,613W,614W)
M015	PCB board	White/ green/ black	Small PCB (616A,618A,551,613W,614W)
M016	Plastic	White/ black	Wire jacket (616A,618A,551,613W,614W)
M017	Plastic	Green	Shell of speaker (616A,618A,551,613W,614W)
M018	PCB board	Beige/ coppery/ green	PCB of speaker (616A,618A,551,613W,614W)
M019	Polymer	White	Glue of speaker (616A,618A,551,613W,614W)
M020	Plastic	Transparent	Film of speaker (616A,618A,551)
M021	Plastic	Green	Steering wheel, lazyback (618A, 616B/618B green steering wheel)
M022	Plastic	Yellow	Steering wheel (618A, 616B/618B green steering wheel)
M023	Coating	Silvery	Wheel, automotive lighting, air intake grid (551,605,613W,614W)
M024	Plastic	Matt black	Wheel, automotive lighting, air intake grid (551,605,613W,614W)
M025	Plastic	Transparent	Lampshade (551,605,613W,614W)
M026	Plastic	Transparent	Lamp (551,613W,614W)
M027	PCB board	White/ green	Small PCB (551)
M028	Plastic	Dark red	Handle (551)
M029	Plastic	Brown	Seat (605)
M030	Plastic	Off white	Body (605)
M031	PCB board	White/ green/ brown	Main PCB (605)

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M032	PCB board	White	Small PCB (605)
M033	Plastic	Yellow	Wire jacket (605)
M034	Plastic	Red	Wire jacket (605)
M035	Plastic	Black	Wire jacket (605)
M036	Plastic	White	Wire jacket (605)
M037	Plastic	Deep blue	Wire jacket (605)
M039	PCB board	Beige/ coppery/ green	PCB of speaker (605)
M040	Plastic	Transparent	Film of speaker (605)
M041	PCB board	Green/ white/ beige	Main PCB (613W,614W)
M042	Plastic	Shiny grey	Handrail of car (614W)
M043	Plastic	Grey	Push rod, steering wheel (614W,613/614)
M044	Plastic	White	Part of handrail (614W)
M045	Plastic	Purple	Lazyback
M046	Plastic	Deep blue	Body
M047	Plastic	Pink	Body
M048	Plastic	Light blue	Body
M049	Plastic	Orange	Body
M050	Plastic	Translucent white	Shell of sounder (616B/618B black steering wheel, 616B/618B green steering wheel)
M051	Plastic	Transparent	Piece inner sounder (616B/618B black steering wheel, 616B/618B green steering wheel)
M052	Plastic	Beige	Core of sounder (616B/618B black steering wheel, 616B/618B green steering wheel)

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1.Screening Test by XRF spectroscopy

Test Method: Cadmium, Lead, Mercury, Chromium, Bromine
 -- With reference to IEC 62321-3-1:2013

Test Result:

Material No.	Cd	Cr	Pb	Hg	Br
A001	BL	BL	BL	BL	BL
A002	BL	BL	BL	BL	BL
A003	BL	BL	BL	BL	BL
A004	BL	BL	BL	BL	BL
A005	BL	BL	BL	BL	BL
A006	BL	d.(*1)	BL	BL	n.a.
A007	BL	BL	BL	BL	BL
A008	BL	d.(*1)	BL	BL	n.a.
A009	BL	BL	BL	BL	n.a.
A010	BL	d.(*1)	BL	BL	n.a.
A011	BL	d.(*1)	BL	BL	n.a.
A012	BL	d.(*1)	BL	BL	n.a.
A013	BL	d.(*1)	BL	BL	n.a.
A014	BL	BL	BL	BL	n.a.
A015	BL	BL	BL	BL	n.a.
A016	BL	BL	BL	BL	BL
A017	BL	BL	BL	BL	BL
A018	BL	BL	BL	BL	n.a.
A019	BL	BL	BL	BL	BL
A020	BL	BL	BL	BL	BL
A021	BL	BL	BL	BL	BL
A022	BL	BL	BL	BL	n.a.
A023	BL	BL	BL	BL	BL
A024	BL	BL	BL	BL	BL
A025	BL	BL	BL	BL	n.a.
A026	BL	BL	BL	BL	n.a.
A027	BL	BL	BL	BL	BL
A028	BL	BL	BL	BL	BL
A029	BL	BL	BL	BL	BL
A030	BL	d.(*1)	BL	BL	n.a.
A031	BL	BL	BL	BL	BL
A032	BL	BL	BL	BL	n.a.
A033	BL	BL	BL	BL	d.(*1)
A034	BL	BL	BL	BL	n.a.
A035	BL	BL	BL	BL	BL
A036	BL	BL	BL	BL	BL
A037	BL	BL	BL	BL	n.a.

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A038	BL	BL	BL	BL	n.a.
A039	BL	d.(*1)	BL	BL	n.a.
A040	BL	BL	BL	BL	BL
A041	BL	BL	BL	BL	BL
A042	BL	BL	BL	BL	BL
A043	BL	BL	BL	BL	BL
A044	BL	BL	BL	BL	BL
A045	BL	BL	BL	BL	d.(*1)
A046	BL	BL	BL	BL	BL
A047	BL	d.(*1)	BL	BL	n.a.
A048	BL	BL	BL	BL	n.a.
A049	BL	BL	BL	BL	BL
A050	BL	BL	BL	BL	BL
A051	BL	BL	BL	BL	BL
A052	BL	BL	BL	BL	n.a.
A053	BL	d.(*1)	BL	BL	n.a.
A054	BL	BL	BL	BL	BL
A055	BL	BL	BL	BL	n.a.
A056	BL	BL	BL	BL	BL
A057	BL	BL	BL	BL	BL
A058	BL	BL	BL	BL	BL
A059	BL	BL	BL	BL	BL
A060	BL	BL	BL	BL	BL
A061	BL	BL	BL	BL	BL
A070	BL	BL	BL	BL	BL
A071	BL	BL	BL	BL	n.a.
A072	BL	BL	BL	BL	BL
A073	BL	BL	BL	BL	BL
A074	BL	BL	BL	BL	BL
A075	BL	BL	BL	BL	BL
A076	BL	d.(*1)	BL	BL	n.a.
A077	BL	BL	BL	BL	BL
A078	BL	BL	BL	BL	BL
A079	BL	BL	BL	BL	BL
A080	BL	BL	BL	BL	BL
A081	BL	BL	BL	BL	BL
A082	BL	BL	BL	BL	BL
A083	BL	BL	BL	BL	BL
A084	BL	BL	BL	BL	BL
A085	BL	BL	BL	BL	BL

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Abbreviation:	Pb	=	Lead
	Cd	=	Cadmium
	Hg	=	Mercury
	Cr	=	Chromium
	Br	=	Bromine
	n.a.	=	Not applicable
	BL	=	Below limit
	OL	=	Over limit
	d.	=	Detected

Remark:

- (*1) The screening result was detected in the inconclusive region or over limits, thus the further wet chemistry tests are suggested.
- (*2) Component(s)/ materials(s) with an area of less than 2 mm x 2 mm will not be selected for testing according to RoHS Directive 2011/65/EU due to technical reason.
 For the test sample does not have detail materials information provided by client, visually identical materials (e.g. wire insulation, solder points, etc.) will be considered as the same material.
 Solder points on a printing circuit board will be examined several times based on optical anomalies or discoloration of the solder point(s) unless the solder point(s) is obviously generated automatically during production.
 All other materials will be sampled and tested at one test point representatively.

XRF Screening limits for different matrices :

Material	Concentration (%)				
	Cd	Cr	Pb	Hg	Br
Polymeric	BL≤0.006<X<0.014≤ OL	BL≤0.064<X	BL≤0.067<X<0.133≤ OL	BL≤0.066<X< 0.134≤OL	BL≤0.029<X
Metallic	BL≤0.006<X<0.014≤ OL	BL≤0.064<X	BL≤0.067<X<0.133≤ OL	BL≤0.066<X< 0.134≤OL	n.a.
Composite materials	BL≤0.004<X<0.016≤ OL	BL≤0.044<X	BL≤0.047<X<0.153≤ OL	BL≤0.046<X< 0.154≤OL	BL≤0.024<X

Remark: The symbol "X" marks the region where further investigation is necessary.

	Cd	Cr(VI)	Pb	Hg	PBBs	PBDEs
Maximum permissible Limit (%)	0.01	0.1	0.1	0.1	0.1	0.1

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(HM) Cadmium, Lead, Chromium (VI), Mercury, Polybrominated biphenyls (PBB) and Polybrominated diphenyl ethers (PBDE)

Test Method: Total Cadmium, Lead, Mercury, Chromium- Ref. to IEC 62321-4:2013+AMD1:2017 and IEC 62321-5:2013

Chromium (VI)

- For Metal material - Ref. to IEC 62321-7-1:2015
- For Plastic or Electronic material – Ref. to IEC 62321-7-2:2017
- For Leather material - # Ref. to EN ISO 17075-1:2017

PBBs, PBDEs – Ref. to IEC 62321-6:2015

Test Result:

	Cd	Cr(VI)	Pb	Hg	PBBs	PBDEs
Maximum Permissible Limit (%)	0.01	0.1	0.1	0.1	0.1	0.1

Material No.	(%)					
	Cd	Cr[^]	Pb	Hg	PBBs	PBDEs
	RL (%)					
	0.001	0.001	0.001	0.001	0.01	0.01
A033	n.a.	n.a.	n.a.	n.a.	< RL	< RL
A045	n.a.	n.a.	n.a.	n.a.	< RL	< RL

Material No.	Chromium VI content for metal materials (µg/cm²) (*1) RL: 0.10 µg/cm²
A006	Negative
A008	Negative
A010	Negative
A011	Negative
A012	Negative
A013	Negative
A030	Negative
A039	Negative
A047	Negative
A053	Negative
A076	Negative

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Abbreviation:	Pb	=	Lead
	Cd	=	Cadmium
	Hg	=	Mercury
	Cr	=	Chromium
	Cr (VI)	=	Chromium (VI)
	PBBs	=	Total Polybrominated Biphenyls
	PBDEs	=	Total Polybrominated Diphenyl Ethers
	<	=	Less than
	RL	=	Reporting Limit
	n.a.	=	Not Applicable
	^	=	The total Chromium have been determined
	%	=	Percentage

Remark:

(*) The reporting limit for each individual PBBs and individual PBDEs are :

Reporting Limit (%)		
PBBs	Bromobiphenyl	0.01
	Dibromobiphenyl	0.01
	Tribromobiphenyl	0.01
	Tetrabromobiphenyl	0.01
	Pentabromobiphenyl	0.01
	Hexabromobiphenyl	0.01
	Heptabromobiphenyl	0.01
	Octabromobiphenyl	0.01
	Nonabromobiphenyl	0.01
	Decabromobiphenyl	0.01
PBDEs	Bromodiphenylether	0.01
	Dibromodiphenyl ether	0.01
	Tribromodiphenyl ether	0.01
	Tetrabromodiphenyl ether	0.01
	Pentabromodiphenyl ether	0.01
	Hexabromodiphenyl ether	0.01
	Heptabromodiphenyl ether	0.01
	Octabromodiphenyl ether	0.01
	Nonabromodiphenyl ether	0.01
	Decabromodiphenyl ether	0.01

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(*1) The Chromium (VI) content of metal sample in surface layer have been confirmed with reference to IEC 62321-7-1:2015 Annex.

	Chromium (VI) concentration	Qualitative result
Negative	$<0.1\mu\text{g}/\text{cm}^2$	The sample is negative (-ve) for Cr(VI). The Cr(VI) concentration is below the limit of quantification. The coating is considered a non-Cr(VI) based coating
Inconclusive	$\geq 0.1\mu\text{g}/\text{cm}^2$ and $\leq 0.13\mu\text{g}/\text{cm}^2$	The result is considered to be inconclusive. Unavoidable coating variations may influence the determination. Recommendation: if additional samples are available, perform a total of 3 trials to increase sampling surface area. Use the averaged result of the 3 trails for the final determination.
Positive	$>0.13\mu\text{g}/\text{cm}^2$	The sample is positive (+ve) for Cr(VI). Concentration is above the limit of quantification and the statistical margin of error. The sample coating is considered to contain Cr(VI).

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BBP, DBP, DEHP, DIBP content

Test Method: IEC 62321-8:2017

Test Result:

	BBP	DBP	DEHP	DIBP
Maximum permissible Limit (%)	0.1	0.1	0.1	0.1

Test No.	Material No.	RL (%)			
		BBP	DBP	DEHP	DIBP
		RL (%)			
		0.005	0.005	0.005	0.005
T001	M002 + M003 + M004	< RL	< RL	< RL	< RL
T002	M005 + M006 + M021	< RL	< RL	< RL	< RL
T003	M007 + M008 + M009	< RL	< RL	< RL	< RL
T004	M010 + M011 + M012	< RL	< RL	< RL	< RL
T005	M013 + M014 + M015	< RL	< RL	< RL	< RL
T006	M016 + M017 + M018	< RL	< RL	< RL	< RL
T007	M019 + M020 + M026	< RL	< RL	< RL	< RL
T008	M022 + M024 + M025	< RL	< RL	0.005	< RL
T009	M023	< RL	< RL	0.012	< RL
T010	M027 + M031 + M032	< RL	< RL	< RL	< RL
T011	M028 + M029 + M030	< RL	< RL	< RL	< RL
T012	M033 + M034 + M035	< RL	< RL	0.016	< RL
T013	M036	< RL	< RL	0.011	< RL
T014	M037	< RL	< RL	0.010	< RL
T015	M041	< RL	< RL	< RL	< RL
T016	M042 + M043 + M044	< RL	< RL	< RL	< RL
T017	M045 + M046 + M047	< RL	< RL	< RL	< RL
T018	M048 + M049	< RL	< RL	< RL	< RL
T019	M050 + M051 + M052	< RL	< RL	< RL	< RL

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Abbreviation: BBP= Benzylbutyl phthalate
DBP= Dibutyl phthalate
DEHP= Bis(2-ethylhexyl) phthalate
DIBP= Diisobutyl phthalate
< = less than
RL = Reporting Limit
%= percentage

Remark:

- * The maximum permissible limit is required from the amendment (EU) 2015/863 of RoHS Directive 2011/65/EU.

Sample Photos



Tested Sample



Tested Sample



Tested Sample



Tested Sample



Tested Sample



Tested Sample

Sample Photos



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Tested Sample



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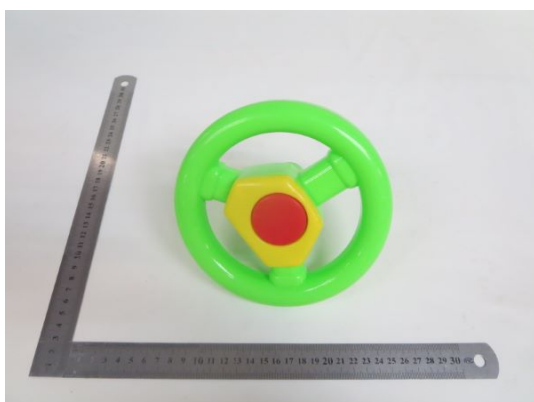
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Tested Sample



Tested Sample



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Sample Photos



Tested Sample



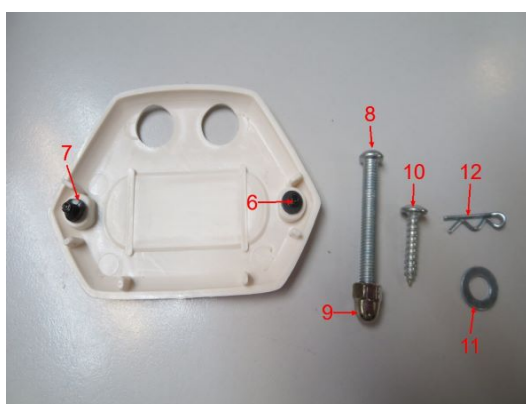
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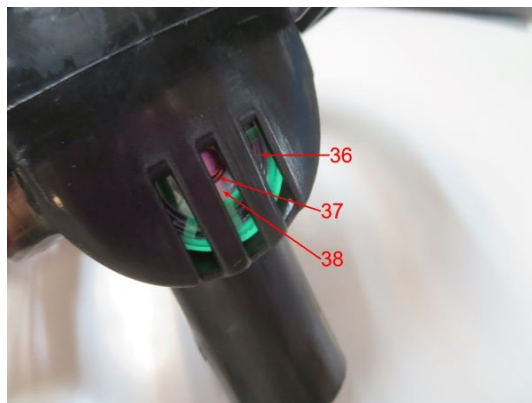
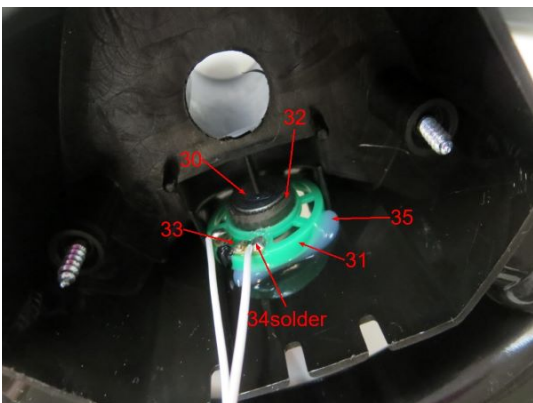
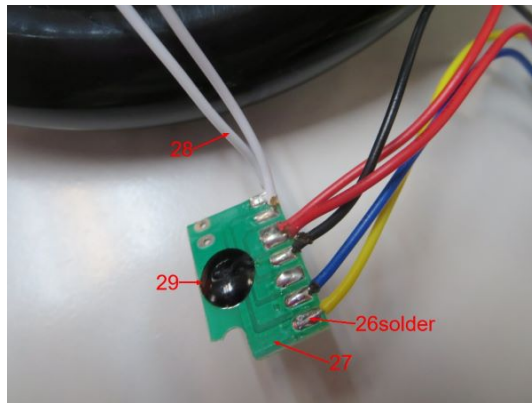
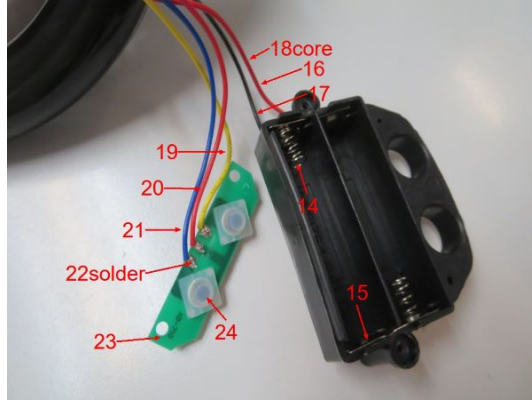
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Tested Sample



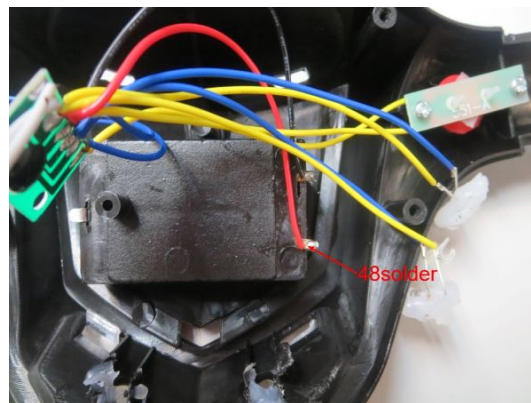
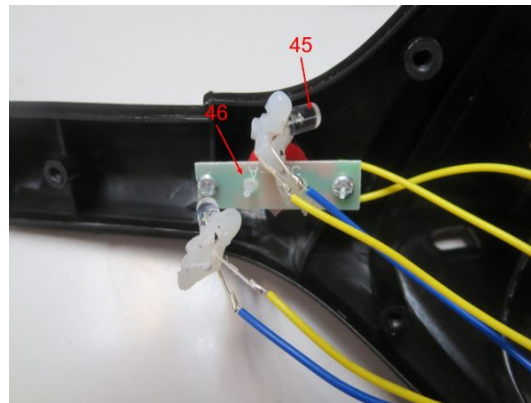
Sample Photos



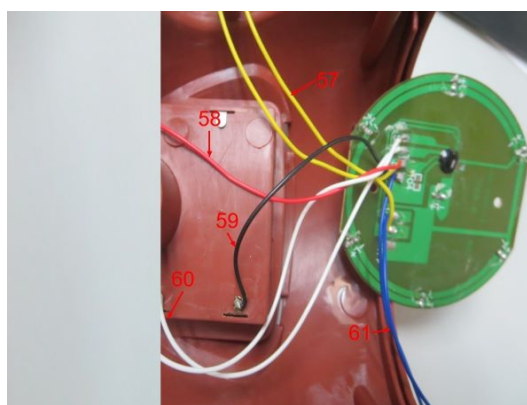
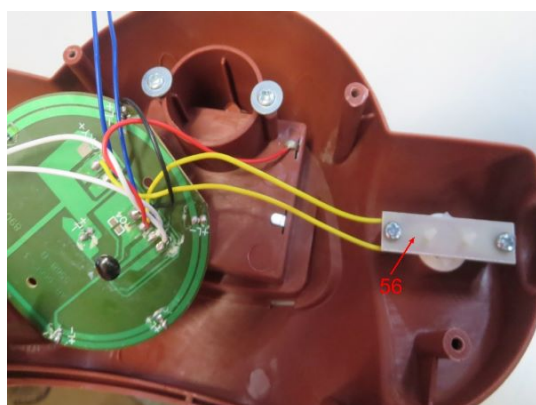
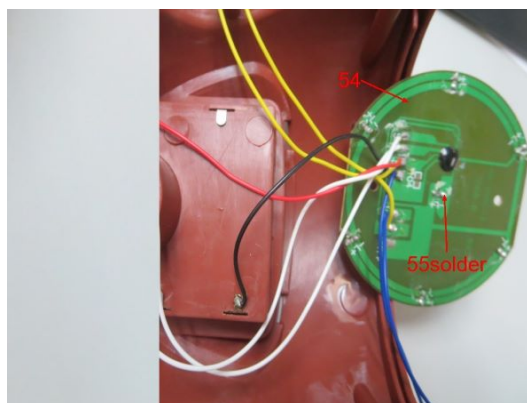
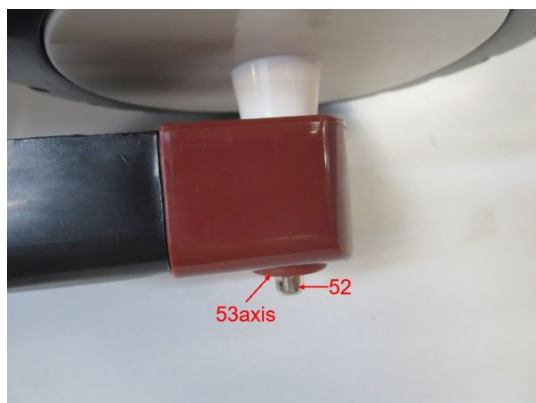
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Sample Photos



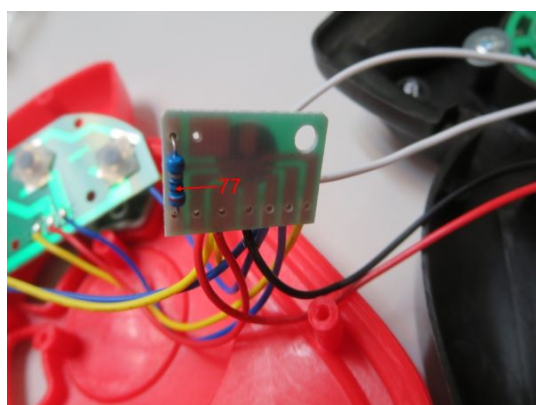
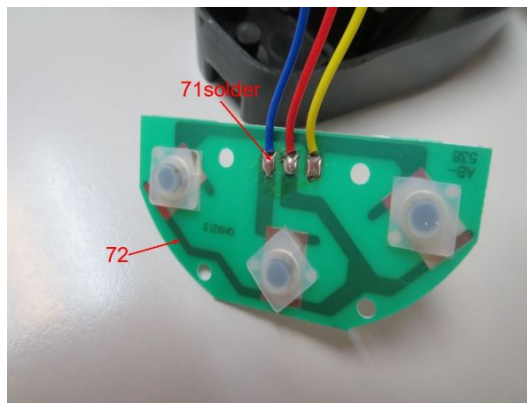
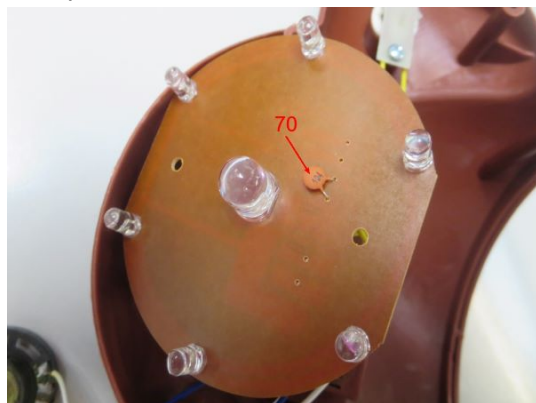
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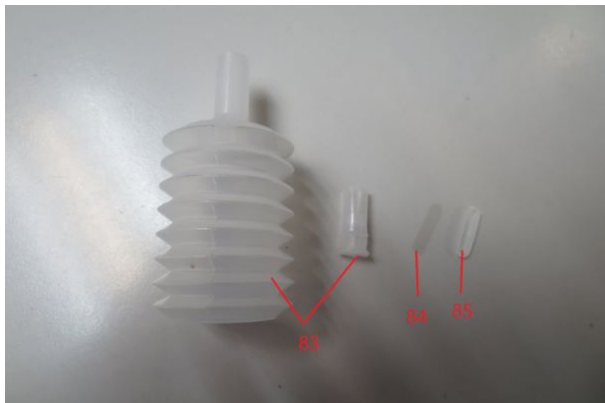
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Reference photo provided by customer



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

1.	Scope	3.8	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 annum, the client shall not have the right to object. If the rise in fees exceeds 5% per annum, the client shall be entitled to terminate the contract by the end of the month in which the rise in fees has been notified. The increased fees shall be deemed to have been agreed upon by the time of the expiry of the notice period.	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 trade regulations or embargoes 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.
1.1	These General Terms and Conditions of Business of TÜV Rheinland in Greater China ("GTBCB") is made between the client and one or more natural entities of TÜV Rheinland in Greater China as applicable as the case may be ("TÜV Rheinland"). The Greater China hereof refers to Mainland China, Hong Kong and Taiwan. The client hereby includes:	3.9	Only legally established and undisputed claims may be offset against claims by TÜV Rheinland. TÜV Rheinland shall have the right at all times to setoff any amount due or payable by the client, irrespective of the nature of the claim, against any claim due or payable by the client under any contracts, agreement and/or orders/quotations reached with TÜV Rheinland.	14.	Data protection notice
1.2	a) a natural person capable to form legally binding contracts under the applicable laws who concludes the contract not for the purpose of a daily use;	3.10	Acceptance of work	14.1	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 reviewed the sample content of the data subject, which includes the personal data 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 reviewed the relevant content 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 fraud, 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 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, c/o group data protection@tuv.com or by post at the following address: TÜV Rheinland AG, c/o Data Protection Officer, Am Grauen Stein, 51105 Cologne, Germany.
1.3	b) the incorporated or unincorporated entity duly organized, validly existing and capable to form legally binding contracts under the applicable law.	3.11	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.	14.2	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.
1.4	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.	3.12	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 expresses acceptance within this period starting at least one fundamental breach of contract by TÜV Rheinland. The client is not entitled to refuse acceptance due to insignificant breach of contract by TÜV Rheinland.	14.3	References, 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 documentations, 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 excluded.
1.5	Any standard terms and conditions of the client of any nature shall not apply and shall hereby be expressly excluded. No standard contract terms of the client shall form part of the contract even if TÜV Rheinland does not explicitly object to them.	3.13	If acceptance is excluded according to the nature of the work performance of TÜV Rheinland, the completion of the work shall take its place.	14.4	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/EEC certificates of conformity and GS mark certificates.
1.6	In the event of an ongoing business relationship with the client, this GTBCB shall also apply to future contracts with the client without TÜV Rheinland having to refer to them separately in each individual case.	3.14	During the Follow-Audit stage, if the client was unable to make use of the time windows provided for the scope of a certification procedure for auditing performance by TÜV Rheinland and the client is therefore to be withdrawn (e.g. performance of surveillance audits), or if the client cancels or postpones a confirmed audit 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 object to the payment of the fee incurred no damage whatsoever or only a considerably lower damage than the above lump sum.	14.5	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.
2.	Quotations	3.15	If it is necessary for the receiving party to perform the work, the receiving party shall be deemed to have accepted the work by the time of the expiry of the notice period.	15.	Retention of test material and documentation
2.1	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.	3.16	Acceptance of work	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.
3.	Coming into effect and duration of contracts	3.17	Confidentiality	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.
3.1	The contract shall come into effect after 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 respective service.	3.18	For the purpose of these terms and conditions, "confidential information" means all know-how, trade secrets, patents, designs, drawings, documents, data, information, reports, test results, samples, project 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 enabling the provision of services.	15.3	References, 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 documentations, 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 excluded.
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.	3.19	The disclosing party shall mark all confidential information disclosed in written form as confidential information. The receiving party shall be deemed to have accepted the work by the time of the expiry of the notice period.	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/EEC certificates of conformity and GS mark certificates.
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.	3.20	Confidentiality	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.
4.	Scope of services	3.21	For the purpose of these terms and conditions, "confidential information" means all know-how, trade secrets, patents, designs, drawings, documents, data, information, reports, test results, samples, project 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 enabling the provision of services.	16.	Termination of the contract
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 service to be provided. Unless otherwise agreed, services beyond the scope of the service description (e.g. checking the correctness and functionality of parts, product processes, installations, organizations, not listed in the service description, as well as the intended use and application of such) are not covered. In particular, no responsibility is assumed for the design, selection of materials, construction and use of an existing part, product, process or plant, unless this is expressly stated in the order.	3.22	The disclosing party shall mark all confidential information disclosed in written form as confidential information. The receiving party shall be deemed to have accepted the work by the time of the expiry of the notice period.	16.1	Notwithstanding clause 3.3 of the GTBCB, 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 services, if the client has not paid the agreed fee for the services by the time of the termination of the contract. In the event of termination of the contract, the client shall be deemed to have accepted the work by the time of the expiry of the notice period.
4.2	The agreed services shall be performed in compliance with the regulations in force at the time the contract is entered into.	3.23	Confidentiality	16.2	For good causes, TÜV Rheinland may consider giving a written notice to the client to terminate the contract with immediate effect and the client shall pay the relevant service fees for the services provided by TÜV Rheinland up to the time of the termination of the contract.
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.	3.24	Confidentiality	16.3	For good causes, TÜV Rheinland may consider giving a written notice to the client to terminate the contract with immediate effect and the client shall pay the relevant service fees for the services provided by TÜV Rheinland up to the time of the termination of the contract.
4.4	On execution of the work there shall be no simultaneous assumption of any guarantee of the correctness (including quantity) and working order of either tested or examined parts nor of the installation as a whole and its upstream and/or downstream processes, organizations, 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 material and assembly of installations examined, nor for their use and application in accordance with regulations, unless these questions are expressly covered by the contract.	3.25	Confidentiality	16.4	TÜV Rheinland is also entitled to terminate the contract with written notice if the client has not been able to pay the agreed fee for the services provided by TÜV Rheinland by the time of the termination of 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 or for the inspection results, unless otherwise expressly agreed in writing.	3.26	Confidentiality	16.5	Force majeure
4.6	If mandatory legal regulations and standards or official requirements for the agreed service scope change after conclusion of the contract, TÜV Rheinland shall be entitled to adjust the remuneration for resulting additional expenses.	3.27	Confidentiality	16.6	The Parties agree that 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, and if to the extent that that Party proves: (a) that such impediment is beyond its reasonable control; and (b) that it did not and reasonably could not have prevented or overcome the impediment; and (c) that the effects of the impediment could not reasonably have been avoided or overcome by the affected Party.
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 conformity of the work results (test reports, test results, expert reports, etc.) is not part of the agreed services. The client also agrees that the inspection results are not to be included in extracts - to third parties in accordance with clause 11.4.	3.28	Confidentiality	16.7	Hardship
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 contracts/agreements with a third party(ies) and establish legal relationships with that/those third party(ies) according to such contracts/agreements. TÜV Rheinland shall not be responsible for the construction, selection of material and assembly of installations examined, nor for their use and application in accordance with regulations, unless these questions are expressly covered by the contract.	3.29	Confidentiality	16.8	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 (b) it could not reasonably have avoided or overcome the event or the 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.
4.9	The client agrees that the inspection results are not to be included in extracts - to third parties in accordance with clause 11.4.	3.30	Confidentiality	16.9	Partial invalidity, written form, place of jurisdiction and dispute resolution
5.	Performance periods/dates	3.31	Confidentiality	16.10	All amendments and supplements must be in writing in order to be effective. This also applies to amendments and supplements to this clause 7.1.
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.	3.32	Confidentiality	16.11	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 (b) it could not reasonably have avoided or overcome the event or the 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.
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.	3.33	Confidentiality	16.12	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.
5.3	Articles 5.1 and 5.2 also apply, even if the client expressly approves by the client, to all extensions of agreed periods of performance not caused by TÜV Rheinland.	3.34	Confidentiality	16.13	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 (b) it could not reasonably have avoided or overcome the event or the 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.
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 article 5.1 and 5.2.	3.35	Confidentiality	16.14	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 (b) it could not reasonably have avoided or overcome the event or the 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.
5.5	If the client is obliged to comply with legal, officially prescribed and/or by the accreditor prescribed deadlines, it is the client's responsibility to agree on performance dates with TÜV Rheinland, which enables the client to comply with the legal and/or officially prescribed deadlines. TÜV Rheinland assumes no responsibility in this respect unless TÜV Rheinland has been expressly asked to writing specifically stating that ensuring the deadlines is the contractual obligation of TÜV Rheinland.	3.36	Confidentiality	16.15	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 (b) it could not reasonably have avoided or overcome the event or the 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.
5.6	If the client is obliged to comply with legal, officially prescribed and/or by the accreditor prescribed deadlines, it is the client's responsibility to agree on performance dates with TÜV Rheinland, which enables the client to comply with the legal and/or officially prescribed deadlines. TÜV Rheinland assumes no responsibility in this respect unless TÜV Rheinland has been expressly asked to writing specifically stating that ensuring the deadlines is the contractual obligation of TÜV Rheinland.	3.37	Confidentiality	16.16	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 (b) it could not reasonably have avoided or overcome the event or the 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.
6.	The client's obligation to cooperate	3.38	Confidentiality	16.17	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 (b) it could not reasonably have avoided or overcome the event or the 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.
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.	3.39	Confidentiality	16.18	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 (b) it could not reasonably have avoided or overcome the event or the 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.
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:	3.40	Confidentiality	16.19	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 (b) it could not reasonably have avoided or overcome the event or the 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.
6.3	a) it has required statutory qualifications;	3.41	Confidentiality	16.20	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 (b) it could not reasonably have avoided or overcome the event or the 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.
6.4	b) the product, service or management system to be certified complies with applicable laws and regulations; and	3.42	Confidentiality	16.21	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 (b) it could not reasonably have avoided or overcome the event or the 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.
6.5	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.	3.43	Confidentiality	16.22	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 (b) it could not reasonably have avoided or overcome the event or the 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.
6.6	If the client breaches the aforesaid representations and warranties, TÜV Rheinland is entitled to (i) immediately terminate the contract without prior notice; and (ii) to withdraw the issued testing/recertification certificates if any.	3.44	Confidentiality	16.23	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 (b) it could not reasonably have avoided or overcome the event or the 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.
6.7	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 the client 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.	3.45	Confidentiality	16.24	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 (b) it could not reasonably have avoided or overcome the event or the 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.
7.	Prices	3.46	Confidentiality	16.25	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 (b) it could not reasonably have avoided or overcome the event or the 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.
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 plus a price in agreed in writing, invoicing shall be made in accordance with the price of TÜV Rheinland at the time of performance.	3.47	Confidentiality	16.26	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 (b) it could not reasonably have avoided or overcome the event or the 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.
7.2	Unless otherwise agreed, work shall be invoiced according to the progress of the work.	3.48	Confidentiality	16.27	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 (b) it could not reasonably have avoided or overcome the event or the 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.
7.3	If the execution of the work is delayed or interrupted, the client shall be liable for the agreed fixed price increased 52,500.00 or equivalent value in local currency, TÜV Rheinland may demand payments on account or in instalments.	3.49	Confidentiality	16.28	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 (b) it could not reasonably have avoided or overcome the event or the 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.
8.	Payment terms	3.50	Confidentiality	16.29	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 (b) it could not reasonably have avoided or overcome the event or the 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.
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.	3.51	Confidentiality	16.30	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 (b) it could not reasonably have avoided or overcome the event or the 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.
8.2	Payments shall be made to the bank account of TÜV Rheinland as indicated on the invoice, stating the invoice and client numbers.	3.52	Confidentiality	16.31	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 (b) it could not reasonably have avoided or overcome the event or the 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.
8.3	In cases of default of payment, TÜV Rheinland shall be entitled to claim default interest at the applicable short 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.	3.53	Confidentiality	16.32	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 (b) it could not reasonably have avoided or overcome the event or the 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.
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 and/or to retest the certificate.	3.54	Confidentiality	16.33	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 (b) it could not reasonably have avoided or overcome the event or the 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.
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 declared due to the client.	3.55	Confidentiality	16.34	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 (b) it could not reasonably have avoided or overcome the event or the 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.
8.6	Objections to the invoices of TÜV Rheinland shall be submitted in writing within two weeks of receipt of the invoice.	3.56	Confidentiality	16.35	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 (b) it could not reasonably have avoided or overcome the event or the 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.
8.7	TÜV Rheinland shall be entitled to demand appropriate advance payments.	3.57	Confidentiality	16.36	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 (b) it could not reasonably have avoided or overcome the event or the 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.