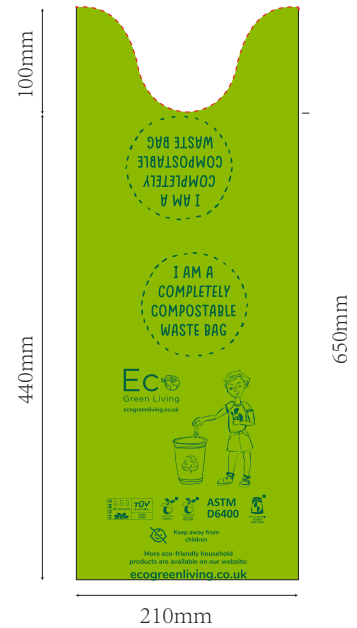


# Eco Green Living

## 10 Litre Compostable Caddy Liners

- ♥ No micro-plastics
- ♥ An environmentally-friendly choice
- ♥ Made from 100% natural and renewable resources



## Certifications

EN13432 TUV OK compost Home and Industry both (S0563)

Din Certco EN13432 & ASTM D6400 (7P0937) compost

Australia AS4736 (ABAP10059) Industry compost

Australia AS5810 (ABAP20009) home compost



### Product Name

10L compostable bin bags

### Units

20 rolls of 18 bags

### Size

(210+105\*2) x (440+S100)mm

17 microns thickness

### Description

Wave or S-top with star seal bottom bag

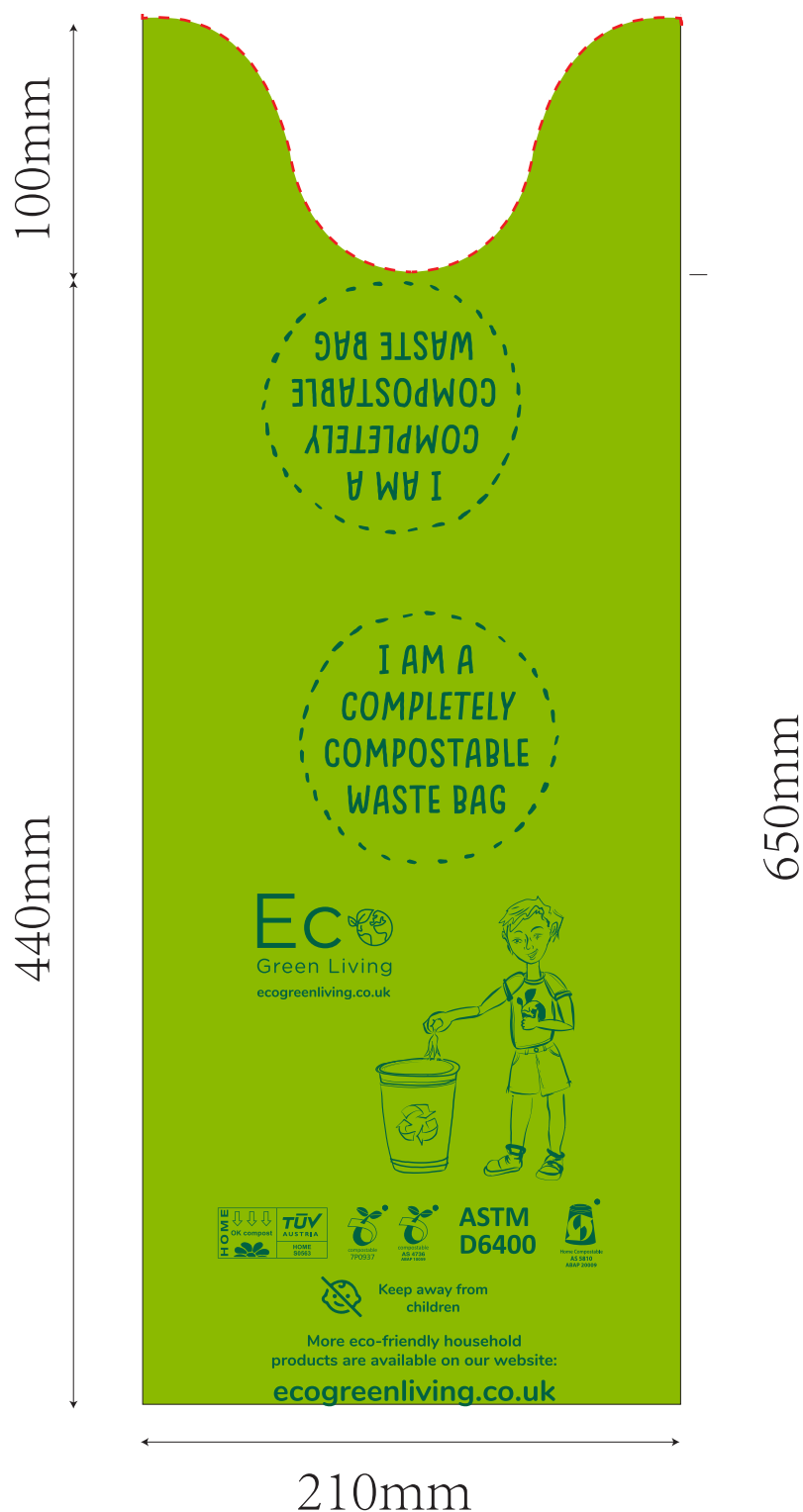
Green color bags  
Printing :1Side1color  
Packing: 18pcs/Roll, each roll with paper wrap, 20 rolls / carton

### Ingredients

About 25% Corn starch;  
about 70% PBAT; about 4% PLA; about 1% additive

# Eco Green Living

## 10 Litre Compostable Caddy Liners





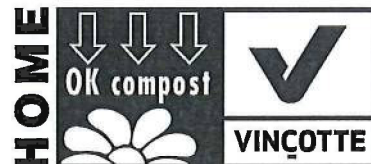
VINÇOTTE nv

Registered office: Jan Olieslagerslaan 35 • 1800 Vilvoorde • Belgium

VAT BE 0462.513.222 • RPM/RPR Brussels

BNP Paribas Fortis: BE24 2100 4113 6338 • BIC: GEBABEBB

Leuvensesteenweg 248 H • 1800 Vilvoorde • Belgium • phone: +32 2 674 57 50 •  
brussels@vincotte.be



# CERTIFICATE FOR AWARDING AND USE OF THE 'OK COMPOST HOME' CONFORMITY MARK

No. O 17-2476-A

Issued by VINÇOTTE nv

**For the product(s) described hereafter :**

Product Domain :	Home Compostable Products
Product Group :	Finished products
Product Family :	Bags / Sack trade
Product Type :	Bags for collection of biodegradable refuse Shopping bags

Product description / Particularities :

Maximum thickness : 63 µm  
Colour of the film : coloured  
Coloured printing

Vinçotte



**Criteria for certification :**

- Test Program with reference OK 2 edition D "Home compostability of products"

**Validity of the certificate :**

From 14 June 2017 till 14 June 2022

**Conclusions of the examination :**

The products comply with the above mentioned certification criteria, as confirmed by the test report no 09 / 60562121 / 7 06 307p.

**Applicable certification system :**

Type examination followed by supervision through verification tests on samples from the distributor's stocks or of the market.

The conformity of the product is guaranteed by the procedures for awarding and use of the 'OK compost HOME' conformity mark. This only applies for specimen bearing the 'OK compost HOME' mark.

*This certificate is issued in English.*

Brussels, 14 June 2017

C. WEI  
Contract Manager

For the Certification Committee  
Ph. DEWOLFS  
President of the Committee

D 056 00 01

Annex : /

08-CERTOKH-e



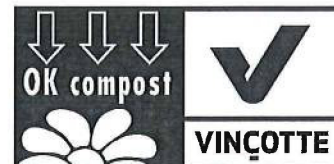
VINÇOTTE nv

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Leuvensesteenweg 248 H • 1800 Vilvoorde • Belgium • phone: +32 2 674 57 50 •  
brussels@vincotte.be



# CERTIFICATE FOR AWARDING AND USE OF THE 'OK COMPOST' CONFORMITY MARK

No. O 17-2475-A

Issued by VINÇOTTE nv

**For the product(s) described hereafter :**

Product Domain :	Compostable Products
Product Group :	Finished products
Product Family :	Bags / Sack trade
Product Type :	Bags for collection of biodegradable refuse Shopping bags

Product description / Particularities :

Maximum thickness : 63 µm  
Colour of the film : coloured  
Coloured printing

Vincotte



**Criteria for certification :**

- Test Program with reference OK 1 edition E
- Including EN 13432 (09-2000) : « Packaging - Requirements for packaging recoverable through composting and biodegradation – Test scheme and evaluation criteria for the final acceptance of packaging »

**Validity of the certificate :**

From 14 June 2017 till 14 June 2022

**Conclusions of the examination :**

The products comply with the above mentioned certification criteria, as confirmed by the test report no 09 / 60562121 / 7 06 307p.

**Applicable certification system :**

Type examination followed by supervision through verification tests on samples from the distributor's stocks or of the market.

The conformity of the product is guaranteed by the procedures for awarding and use of the 'OK compost' conformity mark. This only applies for specimen bearing the 'OK compost' mark.

*This certificate is issued in English.*

Brussels, 14 June 2017

C. WEI  
Contract Manager

For the Certification Committee

Ph. DEWOLFS  
President of the Committee

Annex : /

08-CERTOKC-e



**CERTIFICATE OF CONFORMANCE TO THE  
'HOME COMPOSTABLE LOGO'  
COMPOSTABLE BIOPLASTICS STANDARD**



Home Compostable

Certificate Number

ABAP 20009

For the products

Coloured and printed bags made from Ecopond C200 resin,  
maximum thickness 63 micron.  
Referenced colourants and printing inks up to the noted maximum  
addition of each

Validity of certificate:

06 January 2021 to 05 January 2022

Application certified to:

AS5810-2010

Melbourne

06 January 2021 (amended date)

Home Compostable



Robin Tuckerman  
Executive Officer  
Australasian Bioplastics Association





**CERTIFICATE OF CONFORMANCE TO THE  
'SEEDLING LOGO'  
COMPOSTABLE BIOPLASTICS STANDARD**



**Certificate Number**

**ABAP 10059**

**For the products**

**Bags manufactured using Ecopond C200 resin.  
Maximum thickness 143 micron. Referenced inks up  
to the noted maximum addition rate.**

**Validity of certificate:**

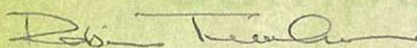
**17 August 2020 to 16 August 2021**

**Application certified to:**

**AS4736-2006 incorporating Amdt. 1-2009**

**Melbourne**

**17 August 2017**



**Robin Tuckerman  
Executive Officer  
Australasian Bioplastics Association**





**Test Report No.:** 244230330b 001

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**Identification/Model No(s):** green compostable bags + green master batch  
XY001

**Sample Receiving date:** 2020-04-15

**Sample obtaining method:** Sending by customer

**Condition at delivery:** Test item complete and undamaged

**Testing Period:** 2020-04-16 to 2020-12-03

**Place of testing:** Chemical laboratory Shanghai and Kunshan, Toy laboratory Shanghai

**Test specification:**

**Test result:**

With reference to AS 4736-2006/AS 5810-2010,  
Testing according to customers specification for the following parameters:

Plastic identification by Fourier Transform Infrared Spectroscopy  
Thickness check  
Compost Production  
Earthworm Toxicity Test

Please refer to page 3  
Please refer to page 4  
Please refer to page 5-13  
Pass

**Other Information:**

Country of Origin: China  
Sales Destination: Australia, New Zealand

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



2020-12-17      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.*

**Test Report No.:** 244230330b 001

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**Picture and detailed description of the test sample**

M001



M002

**Material list:**

Material no.	Material	Color	Location	Remark
M001	Plastic	Green	Refer to photo	-
M002	Powder	Green	Refer to photo	Sample for compost production

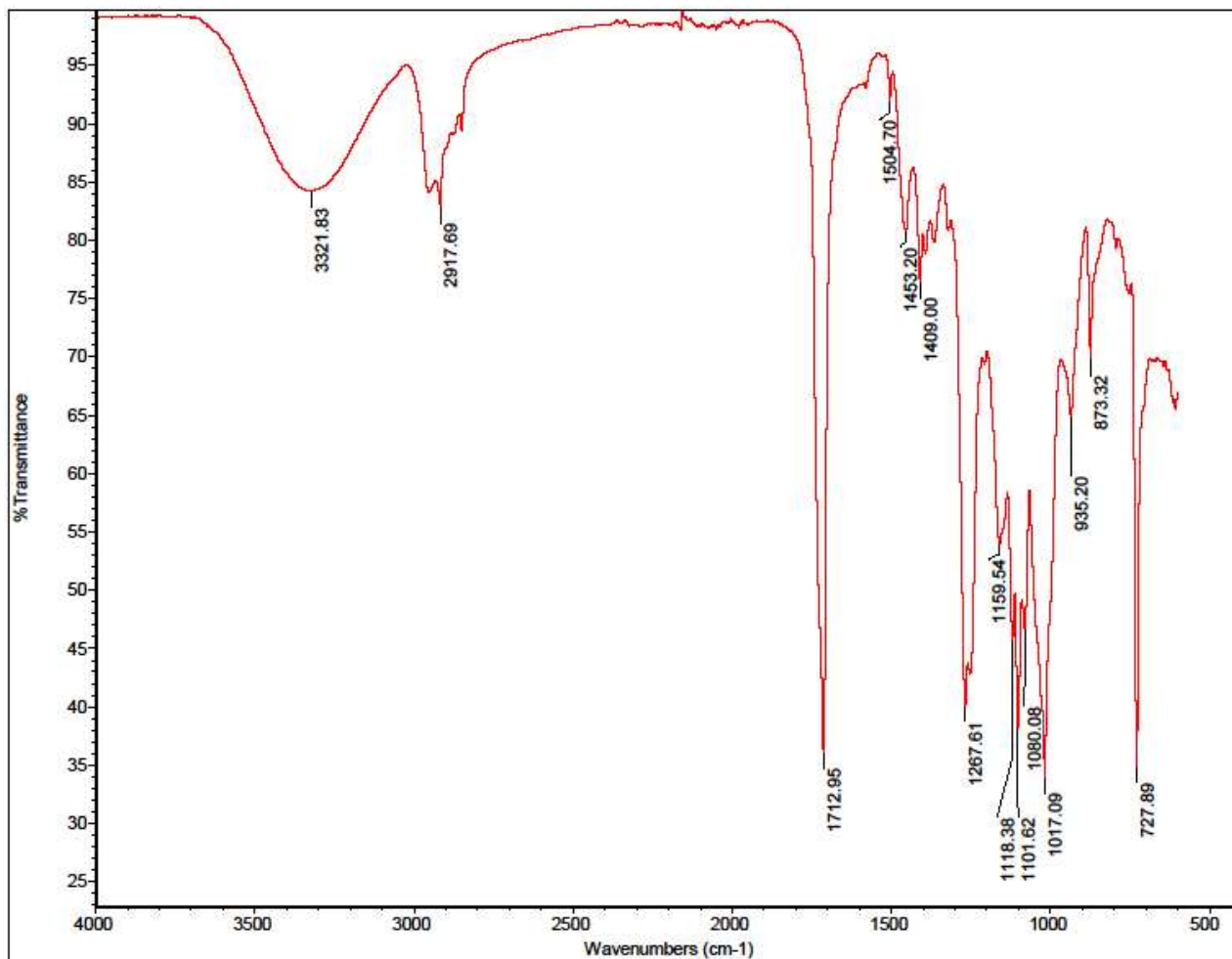
**Test Report No.:** 244230330b 001

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## 1. Plastic identification by Fourier Transform Infrared Spectroscopy

**Test method:** Determination by Fourier Transform Infrared Spectroscopy

**Picture of IR Spectrometry for M001**





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**2. Thickness check**

Test method: Refer to EN71-1 clause 8.25.1 thickness test.

**Result:****M001:**

Positions	1	2	3	4	5	Average
Thickness (mm)	0.062	0.067	0.064	0.070	0.065	0.067
Positions	6	7	8	9	10	
Thickness (mm)	0.068	0.066	0.067	0.065	0.064	

Abbreviation: mm = millimeter

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### 3. Compost production

#### 3.1 General test information

Test Method: Refer to ISO 16929:2019

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 liter.

O<sub>2</sub>-determination: An instrument (CY-C12) is used for determining the concentration of oxygen in the exhaust gas directly.

#### 3.2 Compost

##### Composition of compost

The bio-waste 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.

##### Conditions of compost in beginning of test

<u>Conditions</u>	
Water content	62.0%
Volatile solids of total dry mass	61.0%
C-N-ratio	21
pH-Value	6.9

The requirements on the bio-waste have been fulfilled.

#### 3.3 Set up of the testing

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

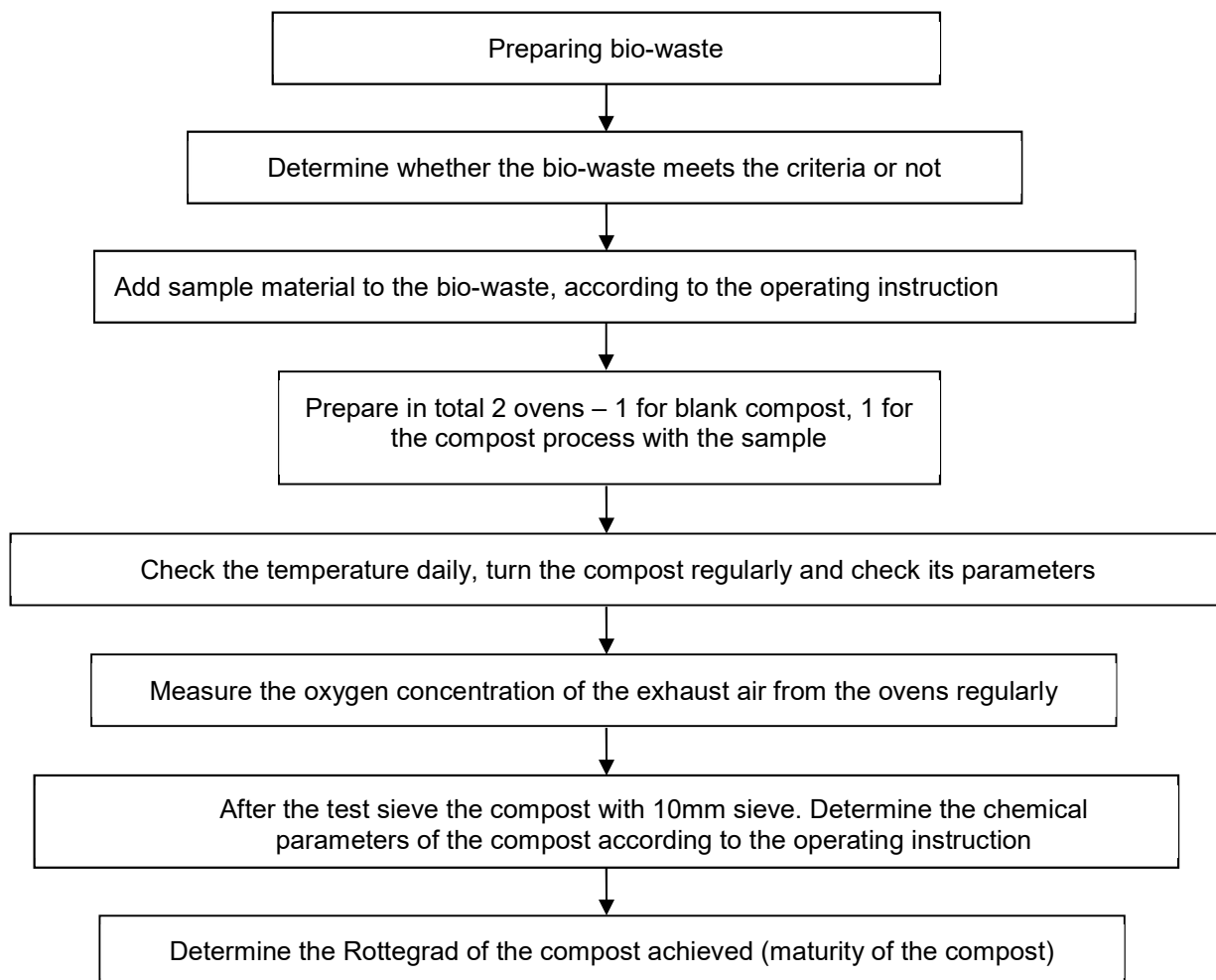
Wet mass of the compost: 20.5kg

Amount of test material added: 20.5g green master batch which equals to 1% dry mass in the final product.

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### 3.4 Flow chart of experiment



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**3.5 Test results of the compost after composting***Determination of the wet mass of the compost achieved after composting*

Wet mass of the compost (blank)	kg	9.3
Wet mass of the compost (sample)	kg	9.4

*Determination of parameters of the compost achieved after composting by analyzing the <10mm fraction*

Parameter	Unit	Blank	Sample
Total dry solids	%	55.8	59.8
Volatile solids	%	56.8	60.2
pH	-	7.3	7.4
Electrical Conductivity#	µS/cm	2330	2140
Phosphorus#	mg/kg	5230	5190
Nitrite as N#	mg/kg	<0.6	0.7
total nitrogen as N#	mg/kg	12100	12500
Nitrate as N#	mg/kg	43.0	25.8
Ammonium nitrogen as N#	mg/kg	7430	7320
Magnesium#	mg/kg	6060	7010
Potassium#	mg/kg	7770	8270
Volumetric density	Kg/L	0.72	0.73
Total organic carbon	%	20.4	20.5

# The tests on the parameters of the final compost after composting are subcontracted.

*Determination of the Rottegrad of the compost achieved after composting*

The Rottegrad is a parameter for determining the maturity of the compost obtained after composting. After 53 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	1.0	28.4	V
Sample	1.0	28.1	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
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Rottegrad	I	II	III	IV	V
-----------	---	----	-----	----	---

Validity parameter: The compost shall have a Rottegrad of V. This validity parameter has been fulfilled

**Appearance of blank compost and sample compost**

**Before test**

**After test**
**Blank**

**Before test**

**After test**
**Sample**

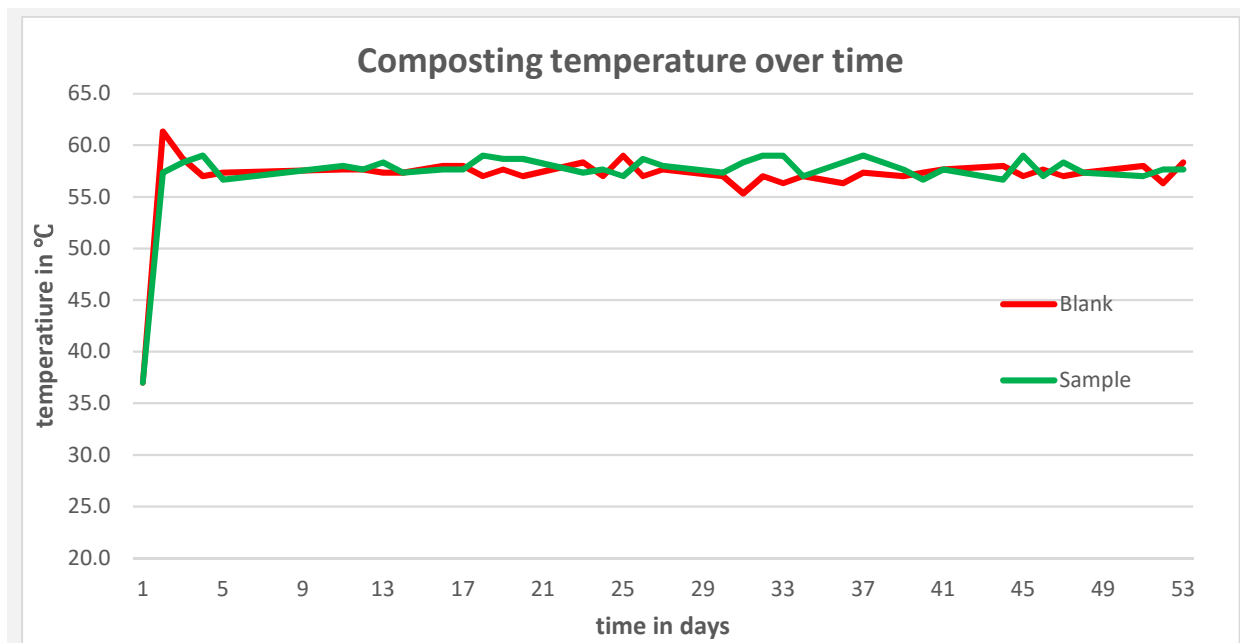


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## 3.6 Diagrams

## Course of the temperature during the test



Temperature over time

Validity parameter: The temperature in the ovens was respected between 58(±5) °C during the test. For single values please see below table.

Temperature of the compost during the test[ °C]

Day of test	Blank	Sample
1	37.0	37.0
2	61.3	57.3
3	58.7	58.3
4	57.0	59.0
5	57.3	56.7
11	57.7	58.0
12	57.7	57.7
13	57.3	58.3
14	57.3	57.3
16	58.0	57.7
17	58.0	57.7
18	57.0	59.0
19	57.7	58.7

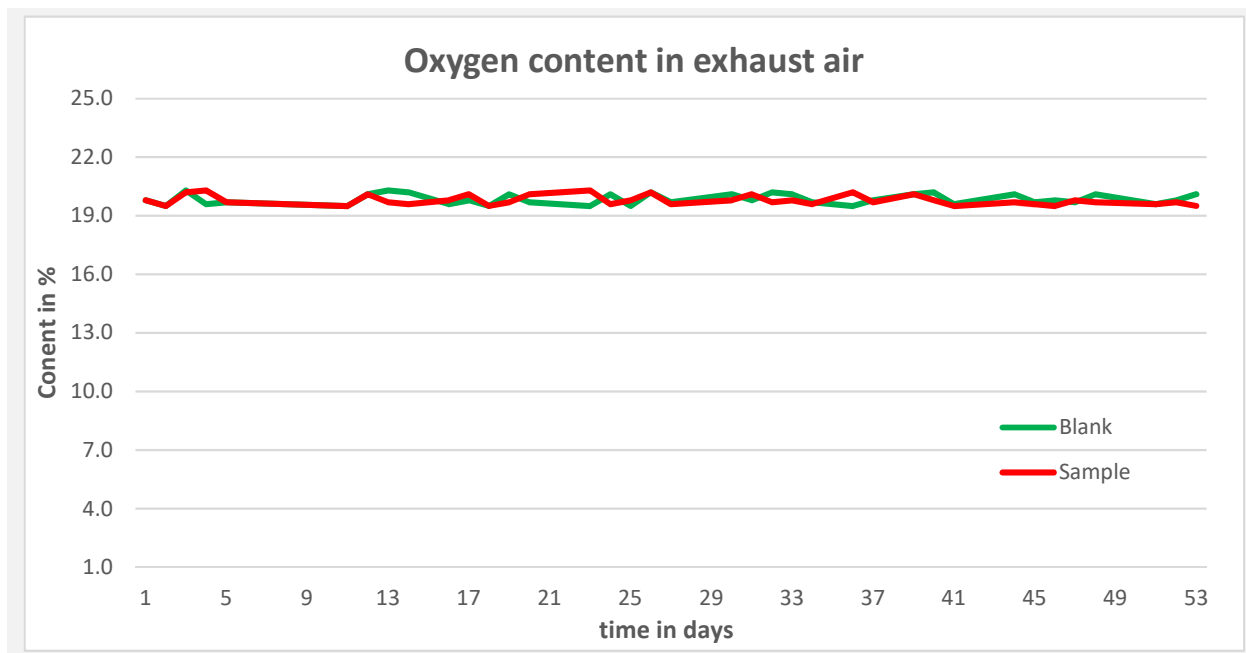
**Test Report No.: 244230330b 001***Page 10 of 18*

20	57.0	58.7
23	58.3	57.3
24	57.0	57.7
25	59.0	57.0
26	57.0	58.7
27	57.7	58.0
30	57.0	57.3
31	55.3	58.3
32	57.0	59.0
33	56.3	59.0
34	57.0	57.0
37	57.3	59.0
36	56.3	58.3
39	57.0	57.7
40	57.3	56.7
41	57.7	57.7
44	58.0	56.7
45	57.0	59.0
46	57.7	57.0
47	57.0	58.3
48	57.3	57.3
51	58.0	57.0
52	56.3	57.7
53	58.3	57.7

There was no obviously distinguishable residues after 53 days. The test was therefore finished.

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**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.

*Concentration of O<sub>2</sub> in the exhaust gas [%]*

Day of test	Blank 1	Sample 1
1	19.8	19.8
2	19.5	19.5
3	20.3	20.2
4	19.6	20.3
5	19.7	19.7
11	19.5	19.5
12	20.1	20.1
13	20.3	19.7
14	20.2	19.6
16	19.6	19.8
17	19.8	20.1
18	19.5	19.5
19	20.1	19.7
20	19.7	20.1
23	19.5	20.3

**Test Report No.: 244230330b 001**

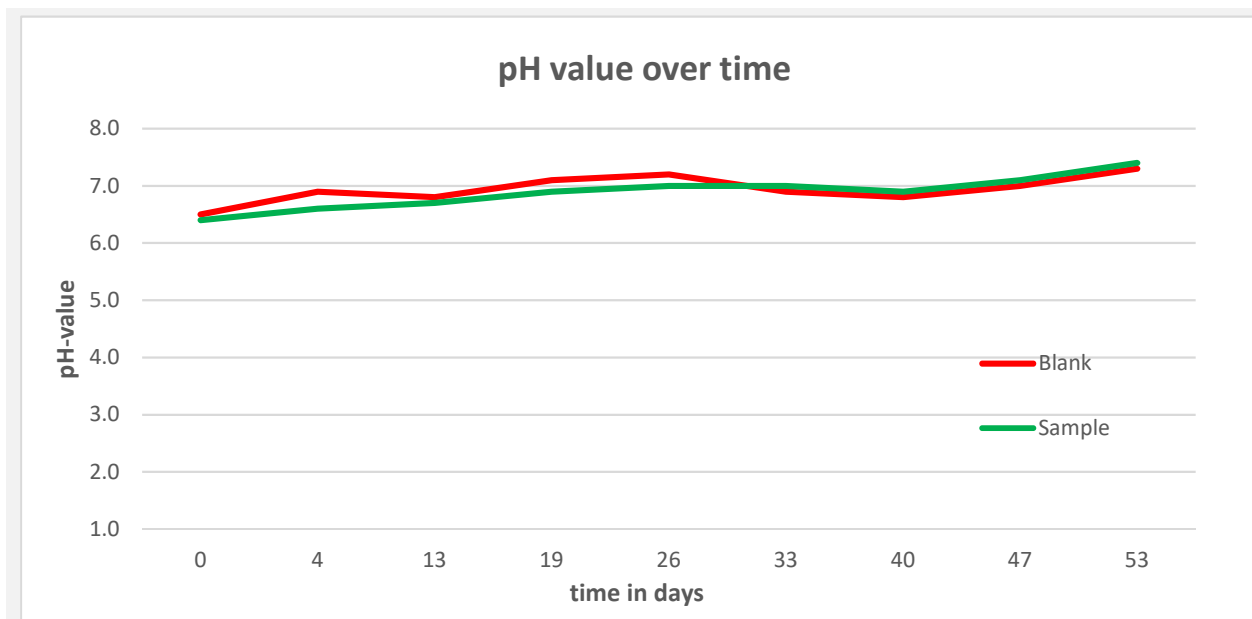
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24	20.1	19.6
25	19.5	19.8
26	20.2	20.2
27	19.7	19.6
30	20.1	19.8
31	19.8	20.1
32	20.2	19.7
33	20.1	19.8
34	19.7	19.6
37	19.8	19.7
36	19.5	20.2
39	20.1	20.1
40	20.2	19.8
41	19.6	19.5
44	20.1	19.7
45	19.7	19.6
46	19.8	19.5
47	19.7	19.8
48	20.1	19.7
51	19.6	19.6
52	19.8	19.7
53	20.1	19.5

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## Graph of development of pH value of the compost during composting process

*pH Value over time*Validity parameter:

The pH-value never falls below pH=5 and raises to a value above pH=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 of test	Blank	Sample
0	6.5	6.4
4	6.9	6.6
13	6.8	6.7
19	7.1	6.9
26	7.2	7.0
33	6.9	7.0
40	6.8	6.9
47	7.0	7.1
53	7.3	7.4



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#### 4. Earthworm Test

##### 4.1 General test information

Test method: Refer to ASTM E1676-12

Organism being tested: Earthworms (*Eisenia foetida*) are used.

Reference substrate: Artificial soil (a mixture of peat, kaolin clay and quartz sand) is used.

Compost: Use the composts < 10 mm fraction including sample compost and blank compost obtained after 53 weeks composting and sieving with 10mm sieve according to ISO 16929.

# The test is subcontracted and the forwarding date of composts to the subcontract lab is 2020-10-21.

##### 4.2 Set up for the testing

Prepared mixtures of the artificial soil with 25% and 50% (w/w) of the blank and sample composts and the artificial soil. Used the sample compost obtained after disintegration of the test material and the blank compost obtained from the parallel process without addition of the test material. By comparing the difference in the morbidity or mean weight of survived earthworms between the sample compost and the blank compost, it was assessed whether the sample compost had toxicity effect on the earthworm. If there was greater than 10% difference in the morbidity or mean weight of surviving worms between the sample compost and the blank compost, this criterion was not met.

The test containers were filled with 600 g artificial soil or mixtures (calculated as dry weight). The moisture content of the artificial soil and mixtures was adjusted to the standard that being 40%~60% of the maximum water holding capacity. After that, group of ten earthworms were selected, weighed together and randomly assigned to each container. The temperature was set to 20°C±2°C and the relative humidity was kept in the range of 70%~90% during test.

The mortality and morbidity of the earthworms were assessed after 7 days and 14 days of exposure. The wet weight of the surviving worms in each test container was weighed together after 14 days of exposure.

##### 4.3 Result of the test

###### 4.3.1 Mortality of earthworm

During the test, the temperature was in the range of 19.0°C ~ 20.8°C and the relative humidity was in the range of 75%~87%. The earthworms were observed after 7 days and 14 days of exposure and all the surviving worms were weighed together after 14 days of exposure. The appearance of earthworm was listed after 14 days of exposure.

After 14 days of exposure, no abnormal behavior and toxic symptoms were observed; the morbidity of earthworm at the groups of the artificial soil, 25% blank compost (w/w), 50% blank compost (w/w), 25% sample compost (w/w) and 50% sample compost (w/w) was 6.7%, 3.3%, 3.3%, 10% and 10%, respectively.

**Test Report No.: 244230330b 001**

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After 14 days of exposure, The weight of earthworms at the groups of the artificial soil, 25% blank compost (w/w), 50% blank compost (w/w), 25% sample compost (w/w) and 50% sample compost (w/w) increased by -20.1%, -15.3%, -18.0%, -24.1% and -17.6% of initial weight (at the beginning of test), respectively.

Therefore, the sample compost had no morbidity effect and weight effect to the earthworm. The result met the criteria of AS 4736-2006.

For detailed information, please see the following pages.

**Result of Temperature and Humidity**

Day	Temperature (°C, Min-Max)	Humidity (%, Min-Max)
0	19.0~20.1	75~86
3	19.1~20.1	79~85
4	19.4~20.5	76~86
5	19.3~20.3	78~85
6	19.4~20.3	79~87
7	19.2~20.6	78~85
10	19.5~20.3	75~84
11	19.6~20.4	79~83
12	19.8~20.7	76~84
13	19.8~20.8	79~83
14	19.6~20.7	76~82

**Test Report No.: 244230330b 001**

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**Morbidity of Earthworms**

Treatment	Replicate	Initial number	Number of Deaths		Abnormal Behavior and Toxic Symptoms		Morbidity(%)	
			7 d	14 d	7 d	14 d	7 d	14 d
artificial soil	1	10	0	0	/	/		
	2	10	1	1	/	/	6.7	6.7
	3	10	1	1	/	/		
25% blank compost (w/w)	1	10	0	0	/	/		
	2	10	1	1	/	/	3.3	3.3
	3	10	0	0	/	/		
50% blank compost (w/w)	1	10	0	0	/	/		
	2	10	0	0	/	/	3.3	3.3
	3	10	1	1	/	/		
25% sample compost (w/w)	1	10	2	2	/	/		
	2	10	0	0	/	/	6.7	10.0
	3	10	0	1	/	/		
50% sample compost (w/w)	1	10	1	1	/	/		
	2	10	0	1	/	/	6.7	10.0
	3	10	1	1	/	/		

Note: "/" means no abnormal behavior and toxic symptoms. Morbidity (%) = deaths of three replicates/30\*100% + abnormal behavior and toxic symptoms of three replicates/30\*100%.

The difference in the mean morbidity between the sample compost and blank compost should not be greater than 10%.

**Conclusion**

Mix ratio	Blank compost (mean value)	Sample compost (mean value)	Mean value difference between Blank compost and Sample compost	PASS / FAIL
25 %	3.3%	10.0%	6.7%	PASS
50 %	3.3%	10.0%	6.7%	PASS

**Test Report No.: 244230330b 001**

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**Wet Weight of Earthworms**

Treatment	Replicate	Total (mg)		Mean (mg)		Increased (%)	Mean (%)
		0d	14d	0d	14d	14d/0d	14d/0d
artificial soil	1	4792	3803	479	380	-20.6	
	2	4034	3085	403	343	-15.0	-20.1
	3	5259	3562	526	396	-24.7	
25% blank compost (w/w)	1	4512	3945	451	395	-12.6	
	2	4351	3436	435	382	-12.3	-15.3
	3	4240	3340	424	334	-21.2	
50% blank compost (w/w)	1	3942	3516	394	352	-10.8	
	2	4315	3292	432	329	-23.7	-18.0
	3	3923	2847	392	316	-19.4	
25% sample compost (w/w)	1	4419	2425	442	303	-31.4	
	2	3494	2952	349	295	-15.5	-24.1
	3	3456	2320	346	258	-25.4	
50% sample compost (w/w)	1	3780	2637	378	293	-22.5	
	2	3793	3000	379	333	-12.1	-17.6
	3	3445	2535	345	282	-18.2	

Note: The increased weight (%)= (Mean weight of 14 d - Mean weight of 0 d)/ Mean weight of 0 d \* 100%.

The difference in the mean weight of surviving worms between the sample compost and blank compost should not be greater than 10%.

**Conclusion**

Mix ratio	Blank compost (mean value)	Sample compost (mean value)	Mean weight difference between Blank compost and Sample compost	PASS / FAIL
25 %	-15.3%	-24.1%	8.8%	PASS
50 %	-18.0%	-17.6%	0.3%	PASS

**Test Report No.:** 244230330b 001

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**4.3.2 Appearance of earthworm after 14 days of exposure**

Artificial Soil



25% Blank Compost (w/w)



25% Sample Compost (w/w)



50% Blank Compost (w/w)



50% Sample Compost (w/w)



-End-



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

## 1. Scope

1.1 These General Terms and Conditions of Business of TÜV Rheinland in Greater China ("GTCB") is made between the client and one or more member entities of TÜV Rheinland in Greater China as applicable as the case may be ("TÜV Rheinland"). The Greater China hereof refers to Mainland China, Hong Kong and Taiwan. The client hereof includes:

(i) 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;

(ii) the incorporated or unincorporated entity duly organized, validly existing and capable to form legally binding contracts under the applicable law.

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

1.3 Any standard terms and conditions of the client of any nature shall not apply and shall hereby be expressly excluded. 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.

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

## 2. Quotations

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

## 3. Coming into effect and duration of contracts

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

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

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

## 4. Scope of services

4.1 The scope and type of the services to be provided by TÜV Rheinland shall be specified in the contractually agreed service scope of TÜV Rheinland by both parties. If no such separate service scope of TÜV Rheinland exists, then the written confirmation of order by TÜV Rheinland shall be decisive for the service to be provided.

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

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

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

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

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

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

## 5. Performance periods/dates

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

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

5.3 Articles 5.1 and 5.2 also apply, even without express approval by the client, to all extensions of agreed periods/dates of performance not caused by TÜV Rheinland.

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

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

## 6. The client's obligation to cooperate

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

6.2 Design documents, supplies, auxiliary staff, etc. necessary for performance of the services shall be made available free of charge by the client. Moreover, collaborative action of the client must be undertaken in accordance with legal provisions, standards, safety regulations and accident prevention instructions. And the client represents and warrants that:

a) it has required statutory qualifications;

b) the product, service or management system to be certified complies with applicable laws and regulations; and

c) it does not 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 contract/order without prior notice, and ii) withdraw the issued testing report/certificates if any.

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

## 7. Prices

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

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

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

## 8. Payment terms

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

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

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

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

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

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

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

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

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

## 9. Acceptance of work

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

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

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

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

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

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

## 10. Confidentiality

10.1 For the purpose of these terms and conditions, "confidential information" means all information, documents, images, drawings, know-how, data, samples and product documentation which one party (the "disclosing party") hands over, transfers or otherwise discloses to the other party (the "receiving party"), and the confidential information created during performance of work by TÜV Rheinland, including product testing data, defects, conformity to the technical standard and related reports. Confidential information also includes paper copies and electronic copies of such information. Confidential information is expressly not the data and know-how collected, compiled or otherwise obtained by TÜV Rheinland (non-personal) within the scope of the provision of services by TÜV Rheinland. TÜV Rheinland is entitled to store, use, further develop and pass on the data obtained in connection with the provision of services for the purposes of developing new services, improving services and analysing the provision of services.

10.2 The disclosing party shall mark all confidential information disclosed in written form as confidential before passing it onto the receiving party. The same applies to confidential information transmitted by e-mail. If confidential information is disclosed orally, the receiving party shall be appropriately informed in advance and the disclosing party shall confirm in writing the confidentiality nature of the information within five working days of oral disclosure. Where the disclosing party fails to do so within the stipulated period, the receiving party shall not take any confidentiality obligations hereunder towards such information.

10.3 All confidential information which the disclosing party transmits or otherwise discloses to the receiving party and which is created during performance of work by TÜV Rheinland:

a) may only be used by the receiving party for the purposes of performing the contract, unless expressly otherwise agreed in writing by the disclosing party;

b) may not be copied, distributed, published or otherwise disclosed by the receiving party, unless this is necessary for fulfilling the purpose of the contract or TÜV Rheinland is required to pass on confidential information, inspection reports or documentation to the government authorities, judicial court, accreditation bodies or third parties that are involved in the performance of the contract;

c) must be treated by the receiving party with the same level of confidentiality as the receiving party uses to protect its own confidential information, but never with a lesser level of confidentiality than that which is reasonably required.

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

10.5 Information for which the receiving party can furnish proof that:

a) it was generally known at the time of disclosure or has become general knowledge without violation of this confidentiality clause by the receiving party; or

b) it was disclosed to the receiving party by a third party entitled to disclose this information; or

c) the receiving party already possessed this information prior to disclosure by the disclosing party;

d) the receiving party developed it itself, irrespective of disclosure by the disclosing party, shall not be deemed to constitute "confidential information" as defined in this confidentiality clause.

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

10.7 From the start of the contract and for a period of three years after termination or expiry of the contract, the receiving party shall maintain strict secrecy of all confidential information and shall not disclose this information to any third parties or use it for its itself.

## 11. Copyrights and rights of use, publications

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

11.2 The client receives a simple, unlimited, non-transferable, non-sublicensable right of use to the contents of the work results produced within the scope of the contract, unless otherwise agreed by the parties in a separate agreement. The client may only use such reports, expert reports/opinions, test reports/results, results calculations, presentations etc. prepared within the scope of the contract for the contractually agreed purpose.

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

11.4 The client may use work results only complete and unshortened. The client may only pass on the work results in full unless TÜV Rheinland has given its prior written consent to the partial passing on of work results.

11.5 Any publication or duplication of the work results for advertising purposes or any further use of the work results beyond the scope regulated in clause 11.2 needs the prior written approval of TÜV Rheinland in each individual case.

11.6 TÜV Rheinland may revoke a once given approval according to clause 11.5 at any time without stating reasons. In this case, the client is obliged to stop the transfer of the work results immediately at his own expense and, as far as possible, to withdraw publications.

11.7 The consent of TÜV Rheinland to publication or duplication of the work results does not entitle the client to use the corporate logo, corporate design or test/certification mark of TÜV Rheinland.

## 12. Liability of TÜV Rheinland

12.1 Irrespective of the legal basis, to the fullest extent permitted by applicable law, in the event of a breach of contractual obligations or tort, the liability of TÜV Rheinland for all damages, losses and reimbursement of expenses caused by TÜV Rheinland, its legal representatives and/or employees shall be limited to: (i) in the case of a contract with a fixed overall fee, three times the overall fee for the entire contract; (ii) in the case of a contract for regularly recurring services, the agreed annual fee; (iii) in the case of a contract expressly charged on a time and material basis, a maximum of 20,000 Euro or equivalent amount in local currency; and (iv) in the case of a framework agreement that provides for the possibility of placing individual orders, three

times of the fee for the individual order under which the damages or losses have occurred. Notwithstanding the above, in the event that the total and accumulated liability calculated according to the foregoing provisions exceeds 2.5 Million Euro or equivalent amount in local currency, the total and accumulated liability of TÜV Rheinland shall be only limited to and shall not exceed the said 2.5 Million Euro or equivalent amount in local currency.

12.2 The limitation of liability according to article 12.1 above shall not apply to damages and/or losses caused by malice, intent or gross negligence on the part of TÜV Rheinland or its vicarious agents. Such limitation shall not apply to damages for a person's death, physical injury or illness.

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

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

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

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

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

## 13. Export control

13.1 When passing on the services provided by TÜV Rheinland or parts thereof to third parties in Greater China or other regions, the client must comply with the respectively applicable regulations of national and international export control law.

13.2 The performance of a contract with the client is subject to the proviso that there are no obstacles to performance due to national or international foreign trade legislations or embargos and/or sanctions. In the event of a violation, TÜV Rheinland shall be entitled to terminate the contract with immediate effect and the client shall compensate for the losses incurred thereof by TÜV Rheinland.

## 14. Data protection notice

TÜV Rheinland processes personal data of the client for the purpose of fulfilling this contract. In addition, TÜV Rheinland also 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 requirements are met. This also applies to transfers to third countries. 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 rectification, right of deletion, right of processing limitation, right of objection, right of data transferability. In addition, persons concerned by the data processing have the right to revoke their consent at any time with effect for the future, as well as the right to file a complaint with the competent data protection supervisory authority. For further details on the processing of personal data by TÜV Rheinland as the person responsible or contract processor, please refer to the respective data protection information. You can contact the Group Data Protection Officer of TÜV Rheinland by e-mail at [datenschutz@de.tuv.com](mailto:datenschutz@de.tuv.com) or by post at the following address: TÜV Rheinland AG, c/o Group Data Protection Officer, Am Grauen Stein, 51105 Cologne, Germany.

## 15. Test material: transport risk and storage

15.1 The risk and costs for freight and transport of documents or test material to and from TÜV Rheinland as well as the costs of necessary disposal measures shall be borne by the client.

15.2 Any destroyed and otherwise worthless test material will be disposed of by TÜV Rheinland for the client at the expense of the client, unless otherwise agreed.

15.3 Undamaged test material 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.

15.4 After the expiry of the 4 weeks or any longer period agreed upon, the test material will be disposed of by TÜV Rheinland for the client for a fee in accordance with clause 15.2.

## 16. Termination of the contract

16.1 Notwithstanding clause 3.3 of the GTCB, TÜV Rheinland and the client are entitled to terminate the contract in its entirety or in part if the services contained in one contract, each of the combined parts of the contract individually and independently of the continuation of the remaining services with six (6) months' notice to the end of the contractually agreed term.

16.2 For 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 contract;

c) in the event of several consecutive delays in payment (at least three times);

d) a substantial deterioration of the financial circumstances of the client occurs and as a result claims of payment claims of TÜV Rheinland under the contract are considerably endangered and TÜV Rheinland cannot reasonably be expected to continue the contractual relationship.

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

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

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

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

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

17.3 Unless otherwise stipulated in the contract, the governing law of the contract and these terms and conditions shall be chosen following the rules as below:

a) If TÜV Rheinland in question is legally registered and existing in the People's Republic of China, the contracting parties hereby agree that the contract and these terms and conditions shall be governed by the laws of the People's Republic of China.

b) If TÜV Rheinland in question is legally registered and existing in Taiwan, the contracting parties hereby agree that the contract and these terms and conditions shall be governed by the laws of Taiwan.

c) If TÜV Rheinland in question is legally registered and existing in Hong Kong, the contracting parties hereby agree that the contract and these terms and conditions shall be governed by the laws of Hong Kong.

17.4 Any dispute in connection with the contract and these terms and conditions or the execution thereof shall be settled friendly through negotiations.

Unless otherwise stipulated in the contract, if no settlement or no agreement in respect of the extension of the negotiation period can be reached within two months of the arising of the dispute, the dispute shall be submitted:

a) in the case of TÜV Rheinland in question being legally registered and existing in the People's Republic of China, to China International Economic and Trade Arbitration Commission (CIETAC) to be settled by arbitration under the Arbitration Rules of CIETAC in force when the arbitration is submitted. The arbitration shall take place in Beijing, Shanghai, Shenzhen or Chongqing as appropriately chosen by the claiming party.

b) in the case of TÜV Rheinland in question being legally registered and existing in Taiwan, to Chinese Arbitration Association Taipei Branch to be arbitrated in accordance with its then current Rules of Arbitration. The arbitration shall take place in Taipei.

c) in the case of TÜV Rheinland being legally registered and existing in Hong Kong, to Hong Kong International Arbitration Centre (HKIAC) to be settled by arbitration under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted in accordance with these rules. The arbitration shall take place in Hong Kong.

The decision of the relevant arbitration tribunal shall be final and binding on both parties. The arbitration fee shall be borne by the losing party.