

Report No.: **168342103a 001**

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Client: **SHENZHEN ZHENGKANG TECHNOLOGY CO., LTD.**

Contact Information: 2&3/F, Building A, No.3 Fuxing Yi Lane, Hehua Community, Pinghu Street, Longgang District, ShenZhen, Guangdong Province, P. R. China

Test item(s): 78 materials

Identification/ OXIMETER

Model No(s): JZK-301, JZK-303, JZK-305, JZK-307

Condition at delivery: Test item complete and undamaged.

Sample Receiving date: 2022-02-18, 2022-04-02, 2022-04-11

Testing Period: 2022-03-03 to 2022-06-01

Place of testing: Chemical laboratory Shenzhen

Test Specification:

Test result:

1. Cadmium, Lead, Chromium (VI), Mercury, Polybrominated biphenyls (PBB) and Polybrominated diphenyl ethers (PBDE), ROHS Phthalates (BBP, DBP, DEHP, DIBP)
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 Directive (EU) 2015/863

PASS

Other information:

Country of Origin: China

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

2022-06-06

Alvin Huang / Senior Project Engineer

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: OXIMETER

JZK-301, JZK-303, JZK-305, JZK-307

Material No.	Material	Color	Location
M001	Plastic	Grey	Refer to photo
M002	Plastic + adhesive	Black	Refer to photo
M003	Plastic	Transparent	Refer to photo
M004	Plastic	Grey	Refer to photo
M005	Plastic	Grey	Refer to photo
M006	Plastic	Grey	Refer to photo
M007	Paper + printing + adhesive	White/ red	Refer to photo
M008	Metal	Silvery	Refer to photo
M009	Metal	Silvery	Refer to photo
M010	Metal	Silvery	Refer to photo
M011	Plastic	Transparent	Refer to photo
M012	Plastic	Transparent	Refer to photo
M013	Solder	Silvery	Refer to photo
M014	PCB board	Green	Refer to photo
M015	Plastic + adhesive	Black	Refer to photo
M016	Plastic	Transparent	Refer to photo
M017	Metal	Silvery	Refer to photo
M018	Metal	Silvery/ golden	Refer to photo
M019	Metal	Silvery	Refer to photo
M020	Solder	Silvery	Refer to photo
M021	PCB board	Black	Refer to photo
M022	Foam + adhesive	Black	Refer to photo
M023	Magnet	Grey	Refer to photo
M024	Metal	Coppery	Refer to photo
M025	Electronic components	Black	Refer to photo
M026	Electronic components	Black	Refer to photo
M027	Electronic components	Black	Refer to photo
M028	Plastic	Black	Refer to photo

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M029	Electronic components	Brown	Refer to photo
M030-1	Electronic components	Black	Refer to photo (retest M030)
M031	Electronic components	Silvery/ golden	Refer to photo
M032	Metal	Silvery	Refer to photo
M033	Metal	Silvery	Refer to photo
M034	Metal	Red	Refer to photo
M035	Magnet	Grey	Refer to photo
M036	Glue	White	Refer to photo
M037	PCB board	Brown	Refer to photo
M038	PCB board	Grey	Refer to photo
M039	Plastic + adhesive	Transparent grey	Refer to photo
M040	Glass	Transparent grey	Refer to photo
M041	Plastic + adhesive	Transparent grey	Refer to photo
M042	Plastic	Silvery	Refer to photo
M043	Plastic	White	Refer to photo
M044	Plastic	Transparent	Refer to photo
M045	Plastic	Translucent silvery	Refer to photo
M046	Electronic components	White	Refer to photo
M047	Plastic	Black	Refer to photo
M048	Plastic	White	Refer to photo
M049	Plastic	White	Refer to photo
M050	Plastic	White	Refer to photo
M051	Plastic + printing + adhesive	Transparent/ black	Refer to photo
M052	Plastic	White	Refer to photo
M053	Plastic	Blue	Refer to photo
M054	Metal	Silvery	Refer to photo
M055	Metal	Silvery	Refer to photo
M056a	Plastic	Black	Refer to photo
M056b	Metal	Silvery	Refer to photo
M057a	Plastic	Blue	Refer to photo
M058a	Plastic	Red	Refer to photo
M059a	Plastic	Green	Refer to photo

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M060	Plastic	Black	Refer to photo
M061	Plastic	White	Refer to photo
M062	Metal	Silvery	Refer to photo
M063	Electronic components	Black	Refer to photo
M064	Electronic components	Black	Refer to photo
M065	Electronic components	Black	Refer to photo
M067	PCB board	Green	Refer to photo
M068	Electronic components	Black	Refer to photo
M069	Electronic components	Black	Refer to photo
M070	Electronic components	Black	Refer to photo
M071	Electronic components	Black	Refer to photo
M072	Plastic	Black/ translucent	Refer to photo
M073	Foam + adhesive	White	Refer to photo
M074	Plastic	Black	Refer to photo
M075	Plastic	Transparent grey	Refer to photo
M076	Plastic	Black/ white	Refer to photo
M077	Plastic	Black	Refer to photo
M078	Plastic	Grey	Refer to photo

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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
M001	BL	BL	BL	BL	BL
M002	BL	BL	BL	BL	BL
M003	BL	BL	BL	BL	BL
M004	BL	BL	BL	BL	BL
M005	BL	BL	BL	BL	BL
M006	BL	BL	BL	BL	BL
M007	BL	BL	BL	BL	BL
M008	BL	BL	BL	BL	n.a.
M009	BL	BL	BL	BL	n.a.
M010	BL	BL	BL	BL	n.a.
M011	BL	BL	BL	BL	BL
M012	BL	BL	BL	BL	BL
M013	BL	BL	BL	BL	n.a.
M014	BL	BL	BL	BL	d.(*1)
M015	BL	BL	BL	BL	BL
M016	BL	BL	BL	BL	BL
M017	BL	BL	BL	BL	n.a.
M018	BL	BL	BL	BL	n.a.
M019	BL	d.(*1)	BL	BL	n.a.
M020	BL	BL	BL	BL	n.a.
M021	BL	BL	BL	BL	BL
M022	BL	BL	BL	BL	BL
M023	BL	d.(*1)	BL	BL	n.a.
M024	BL	d.(*1)	BL	BL	n.a.
M025	BL	BL	BL	BL	BL
M026	BL	BL	BL	BL	BL
M027	BL	BL	BL	BL	BL
M028	BL	BL	BL	BL	d.(*1)
M029	BL	BL	BL	BL	BL
M031	BL	BL	BL	BL	n.a.
M032	BL	BL	BL	BL	n.a.
M033	BL	BL	BL	BL	n.a.
M034	BL	BL	BL	BL	n.a.
M035	BL	BL	BL	BL	n.a.
M036	BL	BL	BL	BL	BL
M037	BL	BL	BL	BL	BL
M038	BL	BL	BL	BL	BL

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M039	BL	BL	BL	BL	BL
M040	BL	BL	BL	BL	n.a.
M041	BL	BL	BL	BL	BL
M042	BL	BL	BL	BL	BL
M043	BL	BL	BL	BL	BL
M044	BL	BL	BL	BL	BL
M045	BL	BL	BL	BL	BL
M046	BL	BL	BL	BL	BL
M047	BL	BL	BL	BL	BL
M048	BL	BL	BL	BL	BL
M049	BL	BL	BL	BL	BL
M050	BL	BL	BL	BL	BL
M051	BL	BL	BL	BL	BL
M052	BL	BL	BL	BL	BL
M053	BL	BL	BL	BL	BL
M054	BL	BL	BL	BL	n.a.
M055	BL	d.(*1)	BL	BL	n.a.
M056a	BL	BL	BL	BL	BL
M056b	BL	BL	BL	BL	n.a.
M057a	BL	BL	BL	BL	BL
M058a	BL	BL	BL	BL	BL
M059a	BL	BL	BL	BL	BL
M060	BL	BL	BL	BL	BL
M061	BL	BL	BL	BL	BL
M062	BL	BL	BL	BL	n.a.
M063	BL	BL	BL	BL	BL
M064	BL	BL	BL	BL	BL
M065	BL	BL	BL	BL	BL
M067	BL	BL	BL	BL	BL
M068	BL	BL	BL	BL	BL
M069	BL	BL	BL	BL	BL
M070	BL	BL	BL	BL	BL
M071	BL	BL	BL	BL	d.(*1)
M072	BL	BL	BL	BL	BL
M073	BL	BL	BL	BL	BL
M074	BL	BL	BL	BL	BL
M075	BL	BL	BL	BL	BL
M076	BL	BL	BL	BL	BL
M077	BL	BL	BL	BL	BL
M078	BL	BL	BL	BL	BL
M030-1	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.
- (*3) The Chromium (Cr) and Bromine (Br) in the above result table indicate the total chromium and total bromine by means of XRF screening. PBBs, or PBDEs content shall be further confirmed with reference to IEC 62321-6:2015. Chromium (VI) shall be further confirmed with reference to IEC 62321-7-1:2015, IEC 62321-7-2:2017 or EN ISO 17075-1:2017.

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.

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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
M014	n.a.	n.a.	n.a.	n.a.	< RL	< RL
M028	n.a.	n.a.	n.a.	n.a.	< RL	< RL
M071	n.a.	n.a.	n.a.	n.a.	< RL	< RL

Material No.	Hexavalent Chromium Content ($\mu\text{g}/\text{cm}^2$) (*1) RL: 0.10 $\mu\text{g}/\text{cm}^2$
M019	negative
M023	negative
M024	negative
M055	negative

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

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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

(*1) The total chromium content in Metal sample was found to be exceeded the maximum permissible limit (0.1%). Thus, the Chromium (VI) content 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 trials 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	M001 + M003 + M004	< RL	< RL	< RL	< RL
T002	M005 + M006 + M011	< RL	< RL	< RL	< RL
T003	M012 + M016	< RL	< RL	< RL	< RL
T004	M028 + M042 + M043	< RL	< RL	< RL	< RL
T005	M044 + M045 + M047	< RL	< RL	< RL	< RL
T006	M048 + M049 + M050	< RL	< RL	< RL	< RL
T007	M052 + M053 + M056a	< RL	0.008	< RL	< RL
T009	M060 + M061 + M072	< RL	< RL	< RL	< RL
T010	M074 + M075 + M076	< RL	< RL	< RL	< RL
T011	M077 + M078 + M002	< RL	< RL	< RL	< RL
T012	M014 + M021 + M037	< RL	< RL	< RL	< RL
T013	M038 + M067	< RL	< RL	< RL	< RL
T014	M015 + M039	< RL	< RL	< RL	< RL
T015	M041 + M051	< RL	< RL	< RL	< RL
T016	M022 + M073	< RL	< RL	< RL	< RL
T017	M057a	< RL	0.051	< RL	< RL
T018	M058a	< RL	0.023	< RL	< RL
T019	M059a	< RL	0.023	< RL	< RL
T020	M036	< RL	< RL	< RL	< RL

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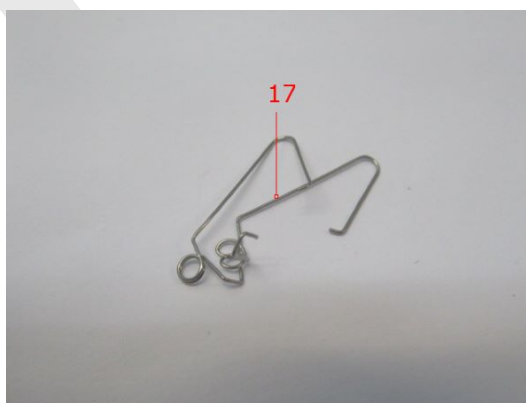
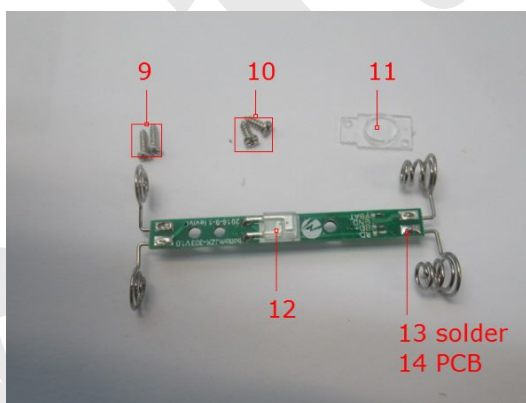
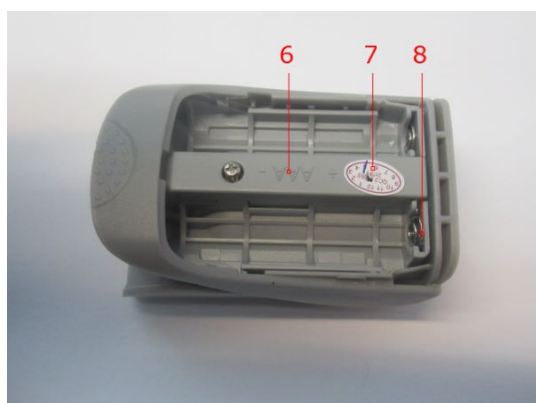
Abbreviation: BBP= Benzylbutyl phthalate
DBP= Dibutyl phthalate
DEHP= Bis(2-ethylhexyl) phthalate
DIBP= Diisobutyl phthalate
< = less than
RL = Reporting Limit
N.A. = Not Applicable
%= percentage

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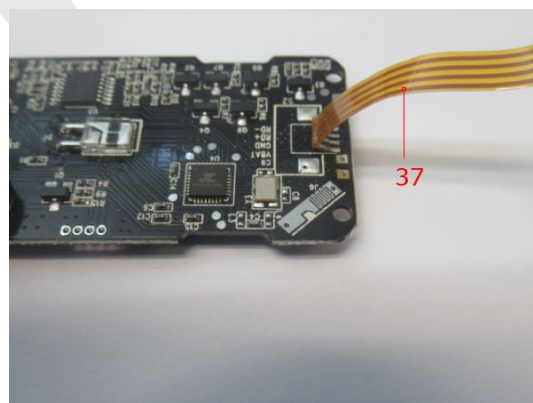
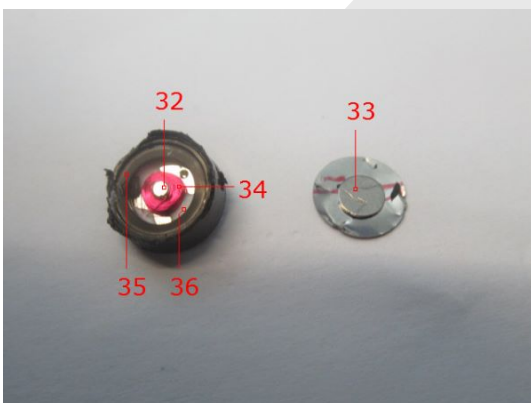
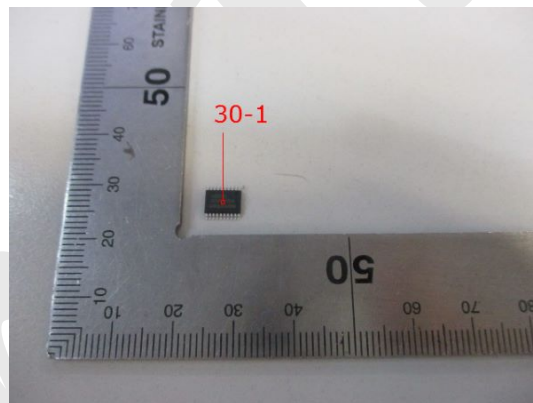
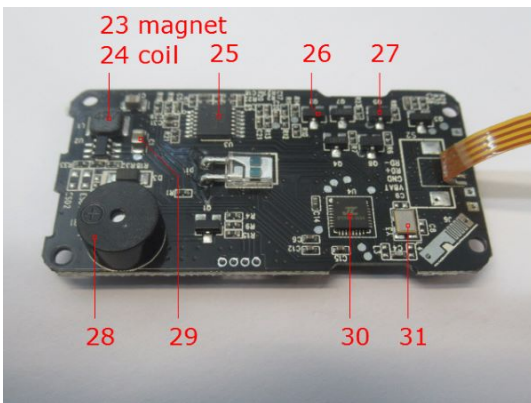
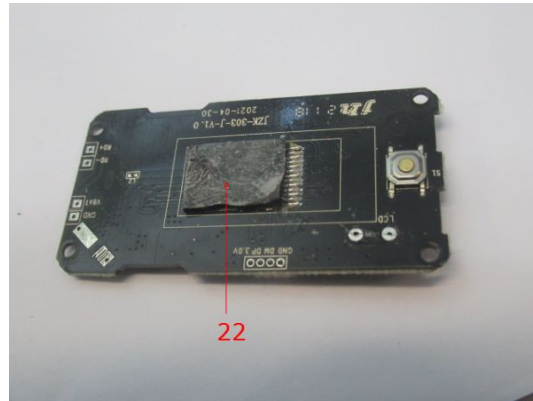
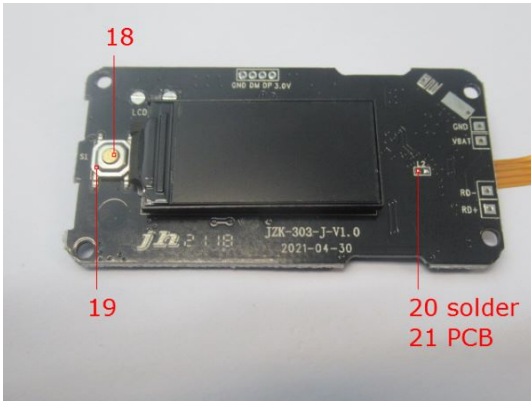
Sample Photos



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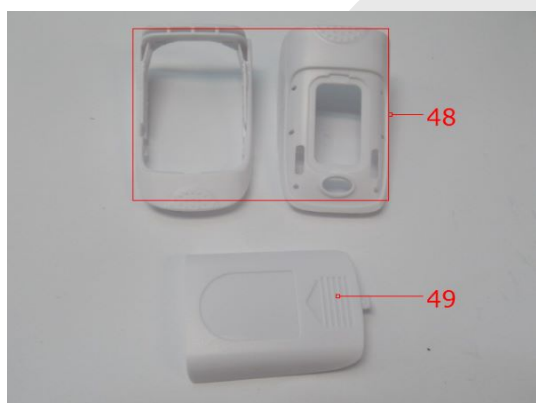
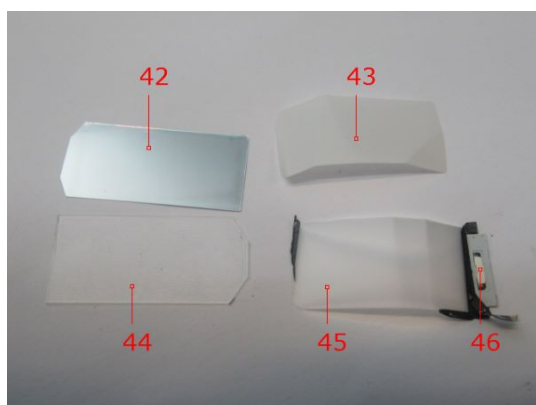
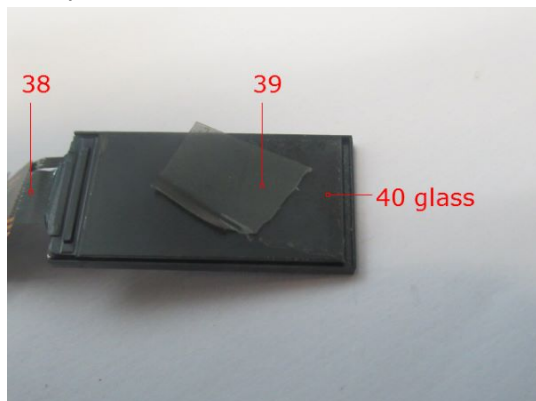
Sample Photos



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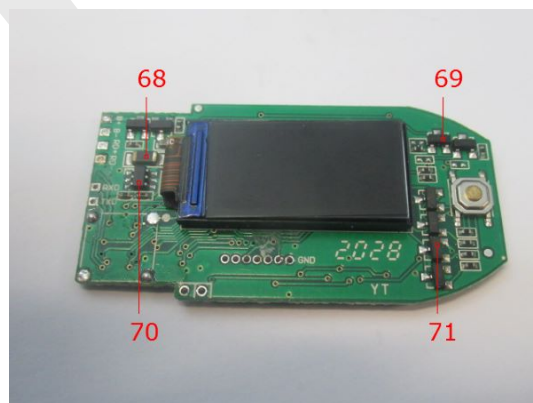
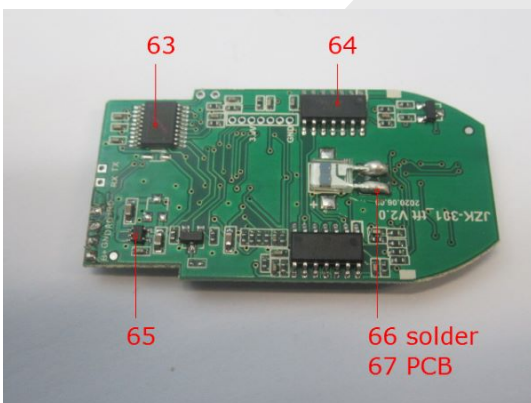
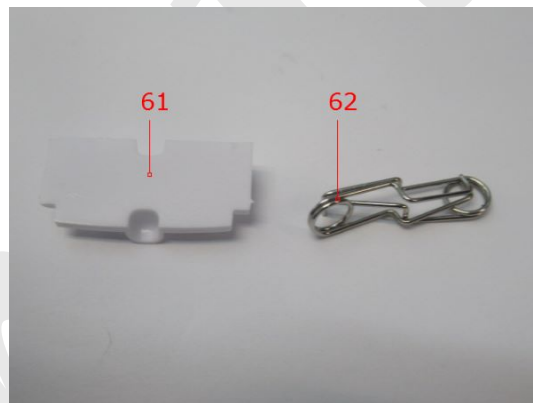
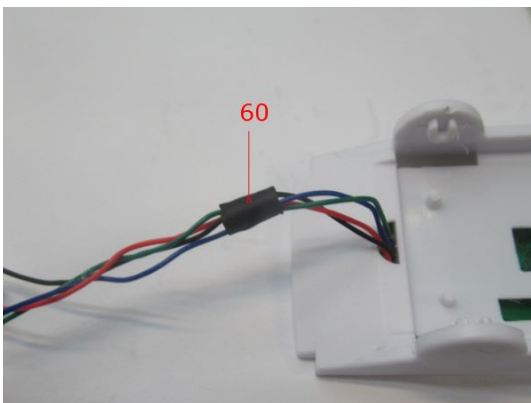
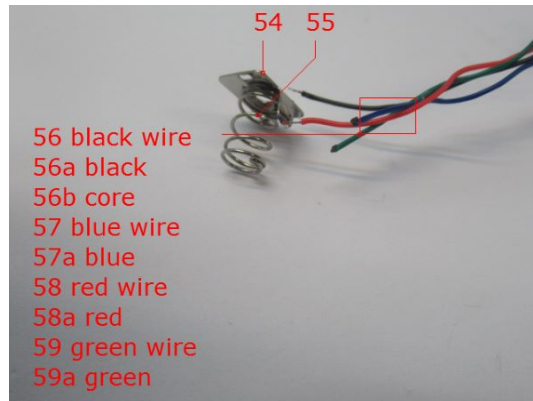
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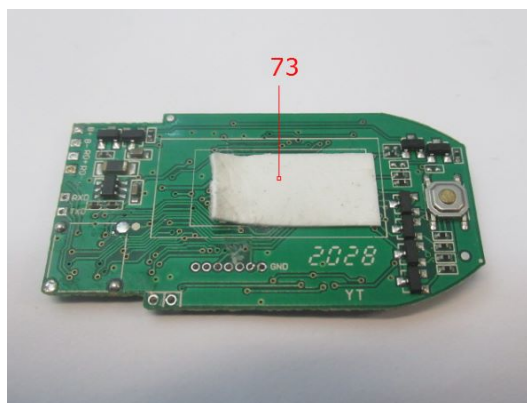
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Product



Product

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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 ("GTBCB") 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 includes the mainland China, Hong Kong and Taiwan. The client hereby confirms and agrees that:
- (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 client incorporated or established in accordance with applicable laws, 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, engineering, delivery and installation services as well as safety services and other secondary services, provided by TÜV Rheinland to the client for the purpose of performance.
- 1.3 Any standard terms and conditions of the client of any nature shall not apply and shall hereby be rejected by the client. The client hereby agrees that the client consented to the terms and conditions of the contract even if TÜV Rheinland does not explicitly object to them.
- 1.4 The contract 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.
- 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 receipt of the invoice 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 fax, e-mail, or electronic message) or by accepting the requested services.
- 3.2 The contract terms starting upon the coming into effect of the contract in accordance with article 3.1 shall apply to the contract for the term agreed in the contract.
- 3.3 If the contract provides for an extension of the contract term, the contract term will be extended by the term provided for in the contract unless terminated in writing by either party with a three-month notice prior to the end of the contractual term.
- 4. Scope of services**
- 4.1 The scope and type of the services to be provided by TÜV Rheinland shall be specified in the contractually agreed scope of services of TÜV Rheinland by both parties. If no such separate scope of service of TÜV Rheinland is agreed, 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 the equipment, processes, installations, organizations noted in the service description, as well as the intended use and application of such) are not owed. In particular, no responsibility is assumed for the design, selection of materials, construction or intended use of an examined object or the contract for the term agreed in the contract.
- 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 If the contract for the term agreed in the contract, there shall be no simultaneous assumption of any guarantee of the correctness (proper quality) and working order of either tested or examined parts or of the installation as a whole and its upstream and/or downstream processes, organizations, use and application in accordance with the regulations or the system 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 the regulations or the system on which the installation is based.
- 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 or 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 contract 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 results, 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 workload. The agreed services 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 Binding periods of performance have been agreed, these periods shall not constitute undue delay. If the client has not submitted the necessary documents or information by the time specified in 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.
- 5.3 If the client is not prepared 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 services, the agreed periods/dates of performance shall be extended.
- 5.4 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 not liable for the delay. The delay shall be extended by the time which corresponds at least to the duration of the hindrance plus any time period which may be required to ensure performance.
- 5.5 If the client is obliged to comply with legal, officially prescribed and/or by the accreditation prescribed deadlines, it is the client's responsibility to agree on performance dates with TÜV Rheinland, which enable the client to comply with the legal and/or officially prescribed deadlines. TÜV Rheinland reserves the right to extend the agreed deadlines. The client expressly agrees in writing specifically stating that ensuring the deadlines is the contractual obligation of TÜV Rheinland.
- 6. The client's obligation to cooperate**
- 6.1 The client shall guarantee that all cooperation required on its part, its agents or third parties will be provided in good time and at no cost to TÜV Rheinland.
- 6.2 Design documents, supplies, auxiliary staff, etc. necessary for performance of the services shall be made available free of charge by the client. Moreover, collaborative action of the client shall be undertaken in accordance with legal provisions, standards, statutory regulations and accident prevention instructions. And the client shall be responsible for the cost of warant.
- 6.3 It has required statutory qualifications;
- 6.4 The product, service or system, TÜV system to be certified complies with applicable laws and regulations; and
- 6.5 It doesn't have any illegal and dishonest behaviours or is not included in the list of Enterprises with Serious Illegal and Dishonest Acts of People's Republic of China.
- If the client breaches the aforesaid representations and warranties, TÜV Rheinland is entitled to i) immediately terminate the contract/order without prior notice; and ii) withdraw the issued test report/certificates if any.
- 6.6 The client shall bear any additional cost incurred on account of work having to be redone or work delayed as a result of non-compliance with the above obligations. If the client does not provide 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 If the client has not agreed in writing that the contract price is issued one month prior to the date on which the execution of an order extends over more than one month and the value of the contract or the agreed fixed price exceeds €25,000 or its equivalent value in local currency, TÜV Rheinland may demand payments on account or in instalments.
- 8. Payment terms**
- 8.1 All invoice amounts shall be due for payment within 30 days of the invoice date without deduction of any discount of any kind. The invoice shall be issued on the day of the invoice date. Payments shall be made to the bank account of TÜV Rheinland as indicated on the invoice, stating the invoice and client numbers.
- 8.2 If the client is not a company, the client 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 demand further damages.
- 8.3 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/or interest. The interest shall be calculated on the basis of the provisions set forth in article 8.4 shall also apply in cases involving returned certificates, 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.
- 8.4 Objections to the invoices of TÜV Rheinland shall be submitted in writing within two weeks of receipt of the invoice.
- 8.5 If the client shall be entitled to demand appropriate advance payments.
- 8.6 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 no later than 15 days before 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 receipt of the notice.
- 8.7 Only legally established and undisputed claims may be off against claims by TÜV Rheinland.
- 8.8 TÜV Rheinland shall have the right at all times to setoff any amount due or payable by the client to TÜV Rheinland or not to pay any amount due or payable by the client under any other contract, agreement and/or orders/quotations reached with TÜV Rheinland.

- Any part of the work result ordered which is complete in itself may be presented by TÜV Rheinland for acceptance as an installment. The client shall be obliged to accept it immediately.
- If services are 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.
- The client is not entitled to refuse acceptance due to insignificant breach of contract by TÜV Rheinland.
- If acceptance is excluded according to the nature of the work performance of TÜV Rheinland, the completion of the work shall take its place.
- During the Follow-Audit stage, if the client was unable to make use of the time windows specified within the contract, the client must follow the procedure for auditing/performance by TÜV Rheinland and the certificate is therefore to be withdrawn (e.g. performance of surveillance audits), or if the client cancels or postpones a confirmed audit date within two (2) weeks before the scheduled date, TÜV Rheinland reserves the right to charge the client 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 mentioned lump sum.
- 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 client does not appear for one year of the lump-sum compensation specified. 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.
- ### Confidentiality
- For the purpose of these terms and conditions, "confidential information" means all know-how, drawings, designs, sketches, maps, drawings, engineering, information, data, test results, reports, samples, project documents, pricing and financial information, customer and supplier information, marketing techniques and materials, tangible or intangible, that are supplied to the client or otherwise obtained by the receiving party from the disclosing party in connection with the contract, in written or oral form, in printed or electronic format. Confidential information expressly not the data and know-how collected, compiled or otherwise obtained by TÜV Rheinland from third parties or personnel of the receiving party. Confidential information includes all 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 performing the contract and for internal administrative purposes.
- 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 the confidential information is disclosed orally, the receiving party must be appropriately informed in advance and the disclosing party must 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 be bound by confidentiality towards the disclosing party. The client shall avoid using any third party platform and/or system (e.g., Wechat, etc.) Unauthorized by TÜV Rheinland) to send any confidential information to TÜV Rheinland. Instead, the client shall send confidential information to the receiving party via email or other secure communication company email. If the client suffers from any losses or damages due to any theft or leakages to be caused by the violation of any unauthorized confidential information sharing methods mentioned above, TÜV Rheinland shall not be liable for such losses or damages. However, 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, 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.
- It may not be copied, distributed, published or otherwise disclosed by the receiving party, unless necessary for further performance of the contract. In the event of a request 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, the disclosing party shall inform the receiving party in writing in advance. The disclosing party 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 required by applicable laws and regulations.
- 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 under the contract. The receiving party must ensure that they themselves and the corporate body use the same level of secrecy as set forth in this confidentiality clause.
- Information for which the receiving party can furnish proof that:
- a) it was disclosed to the disclosing party by a third party without the latter's knowledge or 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 its disclosure by the disclosing party;
- or the receiving party developed it itself, irrespective of disclosure by the disclosing party, shall not be considered "confidential information" as defined in this confidentiality clause.
- 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) delete all confidential information, including all copies, from its information systems, 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 upon termination of the contract. The receiving party shall not be permitted to extend the scope of the contract and/or to use confidential information for purposes beyond the scope of the contract, nor to 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 use confidential information for the preparation of reports and certificates 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 law.
- 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 own interests.
- ### Copyrights and rights of use, publications
- TÜV Rheinland shall retain all exclusive copyrights in the reports, expert reports/opinions, test reports/results, results, calculations, presentations etc. prepared by TÜV Rheinland, unless otherwise agreed by the client. The client grants the exclusive right of publication to TÜV Rheinland is free to grant others the right to use the work results for individual or all types of use ("right of use").
- The client receives a simple, unlimited, non-transferable, non-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, test reports, results, calculations, presentations etc. for the purposes intended by the scope of the contract for the contractually agreed purpose.
- The transfer of right of use of the generated work results regulated in clause 11.2 of the GTB cannot be subject to payment of royalties.
- The client may use work results only completely and unaltered. The client may only quote the work results in full unless TÜV Rheinland has given its prior written consent to the partial quotation of work results.
- Any publication or duplication of the work results for advertising purposes or any further use of the work results beyond the scope regulated in clause 11.2, and any quotation of the presentation of TÜV Rheinland must be preceded by written approval of TÜV Rheinland in each individual case. Besides, the client ensures that the aforesaid shall comply with relevant applicable laws, regulations and relevant rules (including but not limited to specific applicable provisions regarding confidentiality).
- 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 executed at his own expense and to prevent the use of the work results for a time period of six months.
- The consent of TÜV Rheinland to publication or duplication of all the work results does not entitle the client to use the corporate logo, corporate design or certification mark of TÜV Rheinland.
- ### Liability of TÜV Rheinland
- 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 costs incurred by the client shall be limited to: (i) in the case of a contract with employees shall be limited to: (i) in the case of a contract with a fixed overall fee, three times the overall fee for the entire contract; (ii) in the case of a contract for annually recurring services, three times the annual fee for the entire contract; and (iii) in the case of a contract for 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, the amount of the fee for the first order plus the total amount of the damages, gross value added. 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 client shall be liable for the excess amount up to 2.5 Million Euro or equivalent amount in local currency and shall not exceed the said 2.5 Million Euro or equivalent amount in local currency.
- The limitation of liability according to article 12-1 above shall not apply to damages and/or reimbursement of costs caused by intentional or negligent actions of the parties or their respective agents. Such limitation shall not apply to damages for a person's death, physical injury or illness.
- In the event of 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, or for damages or reimbursement of costs incurred by the client exceeding the limits 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 listed in article 12-2 apply.
- 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 by the client has acted negligently or intentionally. 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 and/or in connection with the activities of the personnel made available by the client.
- Unless otherwise contractually agreed in writing, TÜV Rheinland shall only be liable under the contract to the client.
- No provisions of this contract for claims for damages shall be based on statutory provisions.
- None of the provisions of this article 12 changes the burden of proof to the disadvantage of the client.
- ### Export control
- 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 export regulations of national and international export control law.
- In the event of a contractual obligation, the client warrants and guarantees 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 to claim compensation for the expenses incurred by the client and/or TÜV Rheinland.

- [illegible]