

Report No.: 168450512a 001

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Client: QINGDAO HAOKAIBO INDUSTRY & TRADE CO., LTD

Contact Information: No.3 Chrysanthemum Mountain Road, Tieshan Street Agency, Qingdao
Huangdao District, Shangdong, China

Identification/ FIBER BOARD

Model No(s):

Sample obtaining method: Sending by customer

Condition at delivery: Test item complete and undamaged.

Sample Receiving date: 2023-11-01

Testing Period: 2023-11-20 to 2023-11-30

Place of testing: Chemical laboratory Shenzhen

Test Specification:

1. Formaldehyde emission (EN717-1:2004)

Test result:

Please refer to result
page

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



2023-12-12

Tocker Jiang / 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: FIBER BOARD

Material No.	Material	Color	Location
M001	Wood	Brown	Fiber board

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1. Formaldehyde emission (EN 717-1:2004)

Test Method: With reference to EN 717-1:2004 with modification

Result:

Test No.	Material No.	Test Parameter	Unit	RL	Result
T001	M001	Formaldehyde Content	ppm	<0.02	0.10

Abbreviation: < = less than
RL = Reporting Limit
ppm denotes parts per million

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Sample Photo



- END -

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

1.	Scope	3.8	TÜV Rheinland shall be entitled to raise its fees at the beginning of a month if overheads and/or purchase costs have increased. In this case, TÜV Rheinland shall notify the client in writing of the rise in fees. This notification shall be issued one month prior to the date on which the rise in fees shall come into effect (period of notice of changes in fees). If the rise in fees remains under 5% per annum, the client shall not have the right to refuse the increase. If the rise in fees exceeds 5% per contractual year, the client shall be entitled to terminate the contract by the end of the month in which the increase in fees has been notified. The increased fees shall be deemed to have been agreed upon by the time of the expiry of the notice period.	13.2	The performance of a contract with the client is subject to the proviso that there are no obstacles to performance due to national or international trade regulations or embargoes and/or sanctions. In the event of a violation, TÜV Rheinland shall be entitled to terminate the contract with immediate effect and the client shall compensate for the losses incurred thereof by TÜV Rheinland.
1.1	These General Terms and Conditions of Business of TÜV Rheinland in Greater China ("GTBCB") is made between the client and one or more natural entities of TÜV Rheinland in Greater China as applicable as the case may be ("TÜV Rheinland"). The Greater China hereof refers to Mainland China, Hong Kong and Taiwan. The client hereby includes:	3.9	Only legally established and undisputed claims may be offset against claims by TÜV Rheinland. TÜV Rheinland shall have the right at all times to setoff any amount due or payable by the client, if relevant to the subject matter of the contract, by the client under any contracts, agreement and/or orders/quotations reached with TÜV Rheinland.	14.	Data protection notice
1.2	a) a natural person capable to form legally binding contracts under the applicable laws who concludes the contract not for the purpose of a daily use;	3.10	Acceptance of work	14.1	The client understands and agrees that TÜV Rheinland processes personal data (including but not limited to personal information) of the client and its related parties (including but not limited to the supplier of the client) for the purpose of fulfilling this contract. The client confirms that it has reviewed the sample content of the data subject, which includes the personal data to access, use, or process the personal data that the client collected or processed by itself and transferred to TÜV Rheinland. For certain services, we may also process sensitive personal data. TÜV Rheinland will use and process the data in accordance with the relevant legal basis. If any personal data has to be disclosed or transferred to any third party or any overseas party outside of the district in which the personal data was collected, the client also confirms that it has reviewed the prior consent of the data subject. TÜV Rheinland will carry out cross-border data transmission and protect the data in compliance with the privacy and personal data security related laws and regulations in China and the local country. TÜV Rheinland will take measures to avoid fraud, leakage, abuse, manipulation, damage or unauthorized access of personal data. The personal data will be deleted immediately as soon as a corresponding reason for deletion arises. Data subjects may exercise the following rights: right of information, right of decision, right of rectification, right of deletion, right of processing limitation, right of objection, right of data transferability. In addition, persons concerned by the data processing have the right to revoke their consent at any time for the future, as well as the right to file a complaint with the competent data protection supervisory authority. For further details on the processing of personal data by TÜV Rheinland as the person responsible or contract processor, please refer to the respective data protection information. You can contact the Group Data Protection Officer of TÜV Rheinland, c/o group data protection@tuv.com or by post at the following address: TÜV Rheinland AG, c/o Group Data Protection Officer, Am Grauen Stein, 51105 Cologne, Germany.
1.3	any standard terms and conditions of the client of any nature shall not apply and shall hereby be expressly excluded. No standard contract conditions of the client shall form part of the contract even if TÜV Rheinland does not explicitly object to them.	3.11	Any part of the work result ordered which is complete in itself may be presented by TÜV Rheinland for acceptance as an instalment. The client shall be obliged to accept it immediately.	15.	Retention of test material and documentation
1.4	In the event of an ongoing business relationship with the client, this GTBCB shall also apply to future contracts with the client without TÜV Rheinland having to refer to them separately in each individual case.	3.12	If acceptance is required or contractually agreed in an individual case, this shall be deemed to have taken place two (2) weeks after completion and handover of the work, unless the client expresses acceptance within this period starting at least one fundamental breach of contract by TÜV Rheinland. The client is not entitled to refuse acceptance due to insignificant breach of contract by TÜV Rheinland.	15.1	The test samples submitted by the client to TÜV Rheinland for testing will be scrapped following testing or will be returned to the client at the client's expense. The only exceptions are test samples, which are placed in storage on the basis of statutory regulations or of another agreement with the client.
2.	Quotations	3.13	If acceptance is excluded according to the nature of the work performance of TÜV Rheinland, the completion of the work shall take its place.	15.2	Charges apply if the test samples are stored at the premises of TÜV Rheinland. The cost of placing a test sample into storage will be disclosed to the client in the quotation.
2.1	Unless otherwise agreed, all quotations submitted by TÜV Rheinland can be changed by TÜV Rheinland without notice prior to its acceptance and confirmation by the other party.	3.14	During the Follow-Audit stage, if the client was unable to make use of the time windows provided for the scope of a certification procedure for auditing performance by TÜV Rheinland and the certificate is therefore to be withdrawn (e.g. performance of surveillance audits), or if the client cancels or postpones a confirmed audit within two (2) weeks before the agreed date, TÜV Rheinland is entitled to immediately charge a lump-sum compensation of 10% of the order amount as compensation for expenses. The client reserves the right to refuse the payment of the fee incurred no damage whatsoever or only a considerably lower damage than the above lump sum.	15.3	If reference samples or documentations are given to the client to be placed in storage at their premises, the reference samples or documentations must be made available to TÜV Rheinland upon request promptly and free of charge. If the client, in response to such a request, is incapable of making available the reference samples and/or documentations, any liability claims for material and pecuniary damage resulting from the respective testing and certification that is brought forward by the client against TÜV Rheinland shall be excluded.
3.	Coming into effect and duration of contracts	3.15	If acceptance is excluded according to the nature of the work performance of TÜV Rheinland, the completion of the work shall take its place.	15.4	The retention period for the documentation shall be 10 (ten) years after the expiry of the test mark certificates or shall meet the applicable legal requirements for EU/EEC certificates of conformity and GS mark certificates.
3.1	The contract shall come into effect after the agreed terms upon the quotation letter of TÜV Rheinland or a separate contractual document being signed by both contracting parties, or upon the works requested by the client being carried out by TÜV Rheinland. If the client instructs TÜV Rheinland without receiving a quotation from TÜV Rheinland (quotation), TÜV Rheinland is, in its sole discretion, entitled to accept the order by giving written notice of such acceptance (including notice sent via electronic means) or by performing the respective service.	3.16	If acceptance is excluded according to the nature of the work performance of TÜV Rheinland, the completion of the work shall take its place.	15.5	The costs of the handover and dispatch of the test samples for storage on the client's premises are borne by the client. TÜV Rheinland will be liable for the loss of test samples or reference samples from the laboratories or warehouses of TÜV Rheinland only in case of gross negligence.
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.	4.	Confidentiality	16.	Termination of 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.	4.1	For the purpose of these terms and conditions, "confidential information" means all know-how, trade secrets, patents, designs, drawings, documents, reports, test results, test reports, samples, project documents, pricing and financial information, customer and supplier information, and marketing techniques and materials, tangible or intangible, that are supplied, transferred or otherwise disclosed by one Party (the "disclosing party") to the other Party (the "receiving party") in writing or orally, in printed or electronic form. Confidential information is expressly not the data and know-how collected, compiled or otherwise obtained by TÜV Rheinland (non-personal and not proprietary to the client) within the scope of the provision of services by TÜV Rheinland. TÜV Rheinland is entitled to store, use, further develop and pass on the data obtained in connection with the provision of services for the purposes of developing new services, improving services and enabling the provision of services.	16.1	Notwithstanding clause 3.3 of the GTBCB, TÜV Rheinland and the client are entitled to terminate the contract in its entirety or, in the case of services combined in one contract, each of the combined services, if the client or TÜV Rheinland, independently of TÜV Rheinland, has terminated the remaining services with six (6) months' notice to the end of the contractually agreed term. The notice period shall be shortened to six (6) weeks in case TÜV Rheinland is prevented from performing the services due to a loss or a suspension of its accreditation or notification.
4.	Scope of services	4.2	The disclosing party shall mark all confidential information disclosed in written form as confidential information and shall receive a copy of the confidential information disclosed by the receiving party 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 received within five working days after disclosure. The disclosing party shall do so within the stipulated period, the receiving party shall not take any confidentiality obligations hereunder towards such information. The client shall avoid using any third party platform and/or system (e.g. WhatsApp, etc.) to disclose confidential information to any third party outside of TÜV Rheinland. Instead, the client shall send any confidential information to company email of TÜV Rheinland employees through its company email system. If the client discloses confidential information due to any theft or leakages to be caused by the adoption of any unauthorized confidential information sharing methods mentioned above, TÜV Rheinland shall be waived for any responsibility.	16.2	For good causes, TÜV Rheinland may consider giving a written notice to the client to terminate the contract and/or to suspend the laboratory and the client shall pay the relevant service fees for the services provided by TÜV Rheinland up to the termination date of the contract.
4.1	The scope and type of the services to be provided by TÜV Rheinland shall be specified in the contractually agreed service scope of TÜV Rheinland by both parties. If no such separate service scope of TÜV Rheinland exists, then the written confirmation of order by TÜV Rheinland shall be decisive for the service to be provided. Unless otherwise agreed, services beyond the scope of the service description (e.g. checking the correctness and functionality of parts, product processes, installations, organizations not listed in the service description, as well as the intended use and application of such) are not covered. In particular, no responsibility is assumed for the design, selection of materials, construction and use of an existing part, product, process or plant, unless this is expressly stated in the order.	4.3	The receiving party shall not be allowed to disclose confidential information to third parties without the prior written consent of the disclosing party. 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 received within five working days after disclosure. The disclosing party shall do so within the stipulated period, the receiving party shall not take any confidentiality obligations hereunder towards such information. The client shall avoid using any third party platform and/or system (e.g. WhatsApp, etc.) to disclose confidential information to any third party outside of TÜV Rheinland. Instead, the client shall send any confidential information to company email of TÜV Rheinland employees through its company email system. If the client discloses confidential information due to any theft or leakages to be caused by the adoption of any unauthorized confidential information sharing methods mentioned above, TÜV Rheinland shall be waived for any responsibility.	16.3	For good causes, TÜV Rheinland may consider giving a written notice to the client to terminate the contract and/or to suspend the laboratory and the client shall pay the relevant service fees for the services provided by TÜV Rheinland up to the termination date of 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.	4.4	On execution of the work there shall be no simultaneous assumption of any guarantee of the correctness (in part quality) and working order of either tested or examined parts nor of the installation as a whole and its upstream and/or downstream processes, organizations, use and application in accordance with regulations, nor of the systems on which the installation is based. In particular, TÜV Rheinland shall assume no responsibility for the construction, selection of material and assembly of installations examined, nor for their use and application in accordance with regulations, unless these questions are expressly covered by the contract.	16.4	For good causes, TÜV Rheinland may consider giving a written notice to the client to terminate the contract and/or to suspend the laboratory and the client shall pay the relevant service fees for the services provided by TÜV Rheinland up to the termination date of the contract.
4.3	In the case of inspection work, TÜV Rheinland shall not be responsible for the accuracy or checking of the safety programmes or safety regulations or for the compliance with the regulations unless otherwise expressly agreed in writing.	4.5	The receiving party shall not be allowed to disclose confidential information to third parties without the prior written consent of the disclosing party. 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 received within five working days after disclosure. The disclosing party shall do so within the stipulated period, the receiving party shall not take any confidentiality obligations hereunder towards such information. The client shall avoid using any third party platform and/or system (e.g. WhatsApp, etc.) to disclose confidential information to any third party outside of TÜV Rheinland. Instead, the client shall send any confidential information to company email of TÜV Rheinland employees through its company email system. If the client discloses confidential information due to any theft or leakages to be caused by the adoption of any unauthorized confidential information sharing methods mentioned above, TÜV Rheinland shall be waived for any responsibility.	16.5	For good causes, TÜV Rheinland may consider giving a written notice to the client to terminate the contract and/or to suspend the laboratory and the client shall pay the relevant service fees for the services provided by TÜV Rheinland up to the termination date of the contract.
4.4	If mandatory legal regulations and standards or official requirements for the agreed service scope change after conclusion of the contract, TÜV Rheinland shall be entitled to adjust the remuneration for resulting additional expenses.	4.6	The receiving party shall not be allowed to disclose confidential information to third parties without the prior written consent of the disclosing party. 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 received within five working days after disclosure. The disclosing party shall do so within the stipulated period, the receiving party shall not take any confidentiality obligations hereunder towards such information. The client shall avoid using any third party platform and/or system (e.g. WhatsApp, etc.) to disclose confidential information to any third party outside of TÜV Rheinland. Instead, the client shall send any confidential information to company email of TÜV Rheinland employees through its company email system. If the client discloses confidential information due to any theft or leakages to be caused by the adoption of any unauthorized confidential information sharing methods mentioned above, TÜV Rheinland shall be waived for any responsibility.	16.6	For good causes, TÜV Rheinland may consider giving a written notice to the client to terminate the contract and/or to suspend the laboratory and the client shall pay the relevant service fees for the services provided by TÜV Rheinland up to the termination date of the contract.
4.5	The services to be provided by TÜV Rheinland under the contract are agreed exclusively with the client. A contract of third parties with the services of TÜV Rheinland, as well as making available of and justifying conformity of the work results (test reports, test results, expert reports, etc.) is not part of the agreed services. The client also assumes the responsibility for work results in full or in extracts - to third parties in accordance with clause 11.4.	4.7	The receiving party shall not be allowed to disclose confidential information to third parties without the prior written consent of the disclosing party. 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 received within five working days after disclosure. The disclosing party shall do so within the stipulated period, the receiving party shall not take any confidentiality obligations hereunder towards such information. The client shall avoid using any third party platform and/or system (e.g. WhatsApp, etc.) to disclose confidential information to any third party outside of TÜV Rheinland. Instead, the client shall send any confidential information to company email of TÜV Rheinland employees through its company email system. If the client discloses confidential information due to any theft or leakages to be caused by the adoption of any unauthorized confidential information sharing methods mentioned above, TÜV Rheinland shall be waived for any responsibility.	16.7	For good causes, TÜV Rheinland may consider giving a written notice to the client to terminate the contract and/or to suspend the laboratory and the client shall pay the relevant service fees for the services provided by TÜV Rheinland up to the termination date of the contract.
4.6	If mandatory legal regulations and standards or official requirements for the agreed service scope change after conclusion of the contract, TÜV Rheinland shall be entitled to adjust the remuneration for resulting additional expenses.	4.8	The receiving party shall not be allowed to disclose confidential information to third parties without the prior written consent of the disclosing party. 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 received within five working days after disclosure. The disclosing party shall do so within the stipulated period, the receiving party shall not take any confidentiality obligations hereunder towards such information. The client shall avoid using any third party platform and/or system (e.g. WhatsApp, etc.) to disclose confidential information to any third party outside of TÜV Rheinland. Instead, the client shall send any confidential information to company email of TÜV Rheinland employees through its company email system. If the client discloses confidential information due to any theft or leakages to be caused by the adoption of any unauthorized confidential information sharing methods mentioned above, TÜV Rheinland shall be waived for any responsibility.	16.8	For good causes, TÜV Rheinland may consider giving a written notice to the client to terminate the contract and/or to suspend the laboratory and the client shall pay the relevant service fees for the services provided by TÜV Rheinland up to the termination date of the contract.
4.7	The services to be provided by TÜV Rheinland under the contract are agreed exclusively with the client. A contract of third parties with the services of TÜV Rheinland, as well as making available of and justifying conformity of the work results (test reports, test results, expert reports, etc.) is not part of the agreed services. The client also assumes the responsibility for work results in full or in extracts - to third parties in accordance with clause 11.4.	4.9	The receiving party shall not be allowed to disclose confidential information to third parties without the prior written consent of the disclosing party. 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 received within five working days after disclosure. The disclosing party shall do so within the stipulated period, the receiving party shall not take any confidentiality obligations hereunder towards such information. The client shall avoid using any third party platform and/or system (e.g. WhatsApp, etc.) to disclose confidential information to any third party outside of TÜV Rheinland. Instead, the client shall send any confidential information to company email of TÜV Rheinland employees through its company email system. If the client discloses confidential information due to any theft or leakages to be caused by the adoption of any unauthorized confidential information sharing methods mentioned above, TÜV Rheinland shall be waived for any responsibility.	16.9	For good causes, TÜV Rheinland may consider giving a written notice to the client to terminate the contract and/or to suspend the laboratory and the client shall pay the relevant service fees for the services provided by TÜV Rheinland up to the termination date of the contract.
4.8	The client understands and agrees that in order to perform the contract with TÜV Rheinland, the client may need to sign one or more contracts/agreements with a third party(ies) and/or establish legal relationships with third party(ies) according to such contracts/agreements. TÜV Rheinland shall not be responsible for the consequences of such contracts/agreements. TÜV Rheinland will provide the client as agent for such relevant services. In order to achieve the purpose of the contract, the client hereby agrees that TÜV Rheinland can also subcontract to a third party to provide services for the client. The client shall not be held responsible and/or risk for any services to be provided by any third parties (including but not limited to the testing and/or certification services to be entrusted and/or applied for by our company on behalf of the client for other third testing and/or certification bodies, agency services provided by any other third party(ies)). Besides, the client shall be liable in accordance with the relevant laws and regulations under the terms upon any time period which may be required to resume performance of the relevant testing and/or certification service results and pay additional fees in accordance with the relevant laws and regulations or the testing and certification rules, such as fees for suspending/cancellation of the testing and/or certification services, or results, which shall not be borne by TÜV Rheinland.	5.	Performance periods/dates	17.	Force majeure
4.9	For the service contract agreed in the contract, the client shall be responsible for the delivery of relevant test samples, data, etc. to any overseas laboratory or other places or sites to be designated by the client. TÜV Rheinland shall not take any responsibilities or risks for any problems during such delivery and the transportation process (including but not limited to any loss or damages of the samples and/or the materials, etc.). Besides, the relevant freight fees shall be borne by the client.	5.1	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.	17.1	The force majeure means the occurrence of an event or circumstance that prevents or impedes a Party from performing one or more of its contractual obligations under the contract, and it is to the extent that that Party proves: (a) that such impediment is beyond its reasonable control; and (b) that it did not and reasonably could not have foreseen at the time of the conclusion of the contract; and (c) that the effects of the impediment could not reasonably have been avoided or overcome by the affected Party.
5.	Performance periods/dates	5.2	If the performance of the contract 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.	17.2	In the absence of proof to the contrary, the following events affecting a Party shall be presumed to fulfil conditions (a) and (b) under paragraph 1 of this Clause: (i) war (whether declared or not), hostilities, invasion, act of foreign enemies, acts of terrorism, sabotage, act of piracy, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy; (ii) currency and trade restriction, embargo, sanction; (iii) act of authority whether lawful or unlawful, compliance with any law or governmental measures such as boycott, strike and lock-out, regulation, nationalization; (iv) plague, epidemic, natural or extreme natural event; (v) explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy; (vi) general labour disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises.
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.	5.3	If the performance of the contract 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.	17.3	If the Party successfully proves the causality of the force majeure, the Party shall be relieved from its duty to perform its obligations under the contract and from any liability in damages or from any other contractual remedy for breach of contract, from the time at which the impediment causes inability to perform, provided that the notice was given without any delay. If notice thereof is not given, the Party shall be relieved from the time at which the impediment reaches the other Party. Where the effect of the impediment or event involved is temporary, the above consequences shall apply only as long as the impediment impedes performance by the affected Party. Where the effect of the impediment is permanent, it has the effect of substantially depriving the contracting Parties of what they were reasonably entitled to expect under the contract. Either Party has the right to terminate the contract by giving a written notice of termination to the other Party. The Party terminating the contract expressly agrees that the contract may be terminated by either Party if the duration of the impediment exceeds 120 days.
5.2	If the performance of the contract 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.	5.4	If the client is obliged to comply with legal, officially prescribed and/or by the accreditator prescribed deadlines, it is the client's responsibility to agree on performance dates with TÜV Rheinland, which enables the client to comply with the legal and/or officially prescribed deadlines. TÜV Rheinland assumes no responsibility in this respect unless TÜV Rheinland has been notified in writing to printing specifically stating that ensuring the deadlines is the contractual obligation of TÜV Rheinland.	18.	Hardship
5.3	If the client is obliged to comply with legal, officially prescribed and/or by the accreditator prescribed deadlines, it is the client's responsibility to agree on performance dates with TÜV Rheinland, which enables the client to comply with the legal and/or officially prescribed deadlines. TÜV Rheinland assumes no responsibility in this respect unless TÜV Rheinland has been notified in writing to printing specifically stating that ensuring the deadlines is the contractual obligation of TÜV Rheinland.	5.5	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.	18.1	The Parties are bound to perform their contractual duties even if events have rendered performance more onerous than could reasonably have been anticipated at the time of the conclusion of the contract.
5.4	If the client is obliged to comply with legal, officially prescribed and/or by the accreditator prescribed deadlines, it is the client's responsibility to agree on performance dates with TÜV Rheinland, which enables the client to comply with the legal and/or officially prescribed deadlines. TÜV Rheinland assumes no responsibility in this respect unless TÜV Rheinland has been notified in writing to printing specifically stating that ensuring the deadlines is the contractual obligation of TÜV Rheinland.	5.6	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:	18.2	Notwithstanding paragraph 1 of this Clause, where a Party proves that: (a) the continued performance of its contractual duties has become excessively onerous due to an event beyond its reasonable control which it could not reasonably have been expected to have taken into account at the time of the conclusion of the contract; and that (b) it could not reasonably have avoided or overcome the event or the consequences, the Parties are bound, within a reasonable time of the invocation of this Clause, to negotiate alternative contractual terms which reasonably allow to overcome the consequences of the event.
5.5	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.	5.7	a) It has required statutory qualifications;	18.3	Where Clause 18.2 applies, but where the Parties have been unable to agree alternative contractual terms as provided in that paragraph, the Party invoking this Clause is entitled to terminate the contract, but cannot request adaptation by the judge or arbitrator without the agreement of the other Party.
5.6	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:	5.8	b) the product, service or management system to be certified complies with applicable laws and regulations; and	19.	Partial invalidity, written form, place of jurisdiction and dispute resolution
5.7	a) It has required statutory qualifications;	5.9	c) it doesn't have any illegal and dishonest behaviours or is not included in the list of Enterprises with Serious Illegal and Dishonest Acts of People's Republic of China.	19.1	All amendments and supplements must be in writing in order to be effective. This also applies to amendments and supplements to this clause 17.1.
5.8	The client shall bear any additional cost incurred on account of work having to be redone or being delayed as a result of late, incorrect or incomplete information provided by the client or lack of proper cooperation from the client. Even where a fixed or maximum price is agreed, TÜV Rheinland shall be entitled to charge extra fees for such additional expense.	5.10	If the client breaches the aforesaid representations and warranties, TÜV Rheinland is entitled to (i) immediately terminate the contract without prior notice and (ii) withdraw the issued testing/recertification certificates if any.	19.2	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.
5.9	If the client breaches the aforesaid representations and warranties, TÜV Rheinland is entitled to (i) immediately terminate the contract without prior notice and (ii) withdraw the issued testing/recertification certificates if any.	5.11	The client shall bear any additional cost incurred on account of work having to be redone or being delayed as a result of late, incorrect or incomplete information provided by the client or lack of proper cooperation from the client. Even where a fixed or maximum price is agreed, TÜV Rheinland shall be entitled to charge extra fees for such additional expense.	19.3	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 the Republic of China.
5.10	The client shall bear any additional cost incurred on account of work having to be redone or being delayed as a result of late, incorrect or incomplete information provided by the client or lack of proper cooperation from the client. Even where a fixed or maximum price is agreed, TÜV Rheinland shall be entitled to charge extra fees for such additional expense.	5.12	The client shall bear any additional cost incurred on account of work having to be redone or being delayed as a result of late, incorrect or incomplete information provided by the client or lack of proper cooperation from the client. Even where a fixed or maximum price is agreed, TÜV Rheinland shall be entitled to charge extra fees for such additional expense.	19.4	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.
5.11	The client shall bear any additional cost incurred on account of work having to be redone or being delayed as a result of late, incorrect or incomplete information provided by the client or lack of proper cooperation from the client. Even where a fixed or maximum price is agreed, TÜV Rheinland shall be entitled to charge extra fees for such additional expense.	5.13	The client shall bear any additional cost incurred on account of work having to be redone or being delayed as a result of late, incorrect or incomplete information provided by the client or lack of proper cooperation from the client. Even where a fixed or maximum price is agreed, TÜV Rheinland shall be entitled to charge extra fees for such additional expense.	20.	Dispute resolution
5.12	The client shall bear any additional cost incurred on account of work having to be redone or being delayed as a result of late, incorrect or incomplete information provided by the client or lack of proper cooperation from the client. Even where a fixed or maximum price is agreed, TÜV Rheinland shall be entitled to charge extra fees for such additional expense.	5.14	The client shall bear any additional cost incurred on account of work having to be redone or being delayed as a result of late, incorrect or incomplete information provided by the client or lack of proper cooperation from the client. Even where a fixed or maximum price is agreed, TÜV Rheinland shall be entitled to charge extra fees for such additional expense.	20.1	Any dispute in connection with the contract and these terms and conditions or the execution thereof shall be settled finally through negotiations.
5.13	The client shall bear any additional cost incurred on account of work having to be redone or being delayed as a result of late, incorrect or incomplete information provided by the client or lack of proper cooperation from the client. Even where a fixed or maximum price is agreed, TÜV Rheinland shall be entitled to charge extra fees for such additional expense.	5.15	The client shall bear any additional cost incurred on account of work having to be redone or being delayed as a result of late, incorrect or incomplete information provided by the client or lack of proper cooperation from the client. Even where a fixed or maximum price is agreed, TÜV Rheinland shall be entitled to charge extra fees for such additional expense.	20.2	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 referred to arbitration.
5.14	The client shall bear any additional cost incurred on account of work having to be redone or being delayed as a result of late, incorrect or incomplete information provided by the client or lack of proper cooperation from the client. Even where a fixed or maximum price is agreed, TÜV Rheinland shall be entitled to charge extra fees for such additional expense.	5.16	The client shall bear any additional cost incurred on account of work having to be redone or being delayed as a result of late, incorrect or incomplete information provided by the client or lack of proper cooperation from the client. Even where a fixed or maximum price is agreed, TÜV Rheinland shall be entitled to charge extra fees for such additional expense.	20.3	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 arbitrate in accordance with the Arbitration Rules of CIETAC. If the place where the arbitration is submitted is not specified in the contract, the arbitration shall take place in Beijing, Shanghai, Shenzhen or Chongqing as appropriately chosen by the claiming party.
5.15	The client shall bear any additional cost incurred on account of work having to be redone or being delayed as a result of late, incorrect or incomplete information provided by the client or lack of proper cooperation from the client. Even where a fixed or maximum price is agreed, TÜV Rheinland shall be entitled to charge extra fees for such additional expense.	5.17	The client shall bear any additional cost incurred on account of work having to be redone or being delayed as a result of late, incorrect or incomplete information provided by the client or lack of proper cooperation from the client. Even where a fixed or maximum price is agreed, TÜV Rheinland shall be entitled to charge extra fees for such additional expense.	20.4	In the case of TÜV Rheinland in question being legally registered and existing in Taiwan, to Chinese Arbitration Association, Taipei to be arbitrated in accordance with its then current Rules of Arbitration. The arbitration shall take place in Taipei.
5.16	The client shall bear any additional cost incurred on account of work having to be redone or being delayed as a result of late, incorrect or incomplete information provided by the client or lack of proper cooperation from the client. Even where a fixed or maximum price is agreed, TÜV Rheinland shall be entitled to charge extra fees for such additional expense.	5.18	The client shall bear any additional cost incurred on account of work having to be redone or being delayed as a result of late, incorrect or incomplete information provided by the client or lack of proper cooperation from the client. Even where a fixed or maximum price is agreed, TÜV Rheinland shall be entitled to charge extra fees for such additional expense.	20.5	In the case of TÜV Rheinland in question being legally registered and existing in Hong Kong, to Hong Kong International Arbitration Centre (HKIAC) to be arbitrated in accordance with the HKIAC Administered Arbitration Rules. The arbitration shall take place in Hong Kong.
5.17	The client shall bear any additional cost incurred on account of work having to be redone or being delayed as a result of late, incorrect or incomplete information provided by the client or lack of proper cooperation from the client. Even where a fixed or maximum price is agreed, TÜV Rheinland shall be entitled to charge extra fees for such additional expense.	5.19	The client shall bear any additional cost incurred on account of work having to be redone or being delayed as a result of late, incorrect or incomplete information provided by the client or lack of proper cooperation from the client. Even where a fixed or maximum price is agreed, TÜV Rheinland shall be entitled to charge extra fees for such additional expense.	20.6	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.
5.18	The client shall bear any additional cost incurred on account of work having to be redone or being delayed as a result of late, incorrect or incomplete information provided by the client or lack of proper cooperation from the client. Even where a fixed or maximum price is agreed, TÜV Rheinland shall be entitled to charge extra fees for such additional expense.	5.20	The client shall bear any additional cost incurred on account of work having to be redone or being delayed as a result of late, incorrect or incomplete information provided by the client or lack of proper cooperation from the client. Even where a fixed or maximum price is agreed, TÜV Rheinland shall be entitled to charge extra fees for such additional expense.		
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