

Report No.: 158305619a 001

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Client: ONE FOR FUN LIMITED

Contact Information: 3-5 Cambuslang Way, Gateway Office Park, Cambuslang, Glasgow,
G32 8ND

Manufacturer's name: 609372

Test item(s): Toys

**Identification/
Model No(s):** SCRUNCHEMS GALAXY LIGHT UP SQUISH BALL
Item no: 38493

Sample obtaining method: Sending by customer

Condition at delivery: Test item complete and undamaged.

Sample Receiving date: 2025-03-04

Testing Period: 2025-03-05 to 2025-03-14

Place of testing: -

Test Specification:

Safety Data Sheets (SDSs) for the sample based on submitted composition.

Test result:

Refer to result page

Other information:

As per request, the SDS is prepared in accordance with the EU REACH Regulation (EC) No 1907/2006 and CLP Regulation (EC) No. 1272/2008, and is provided per attached.
The SDS is prepared based on the information provided by the client.

For and on behalf of
TÜV Rheinland Hong Kong Ltd.

2025-03-14


Amenda Yung / Senior CS Manager

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.

SCRUNCHEMS GALAXY LIGHT UP SQUISH BALL

Safety Data Sheet

according to the REACH Regulation (EC) 1907/2006 amended by Regulation (EU) 2020/878
Issue date: 3/11/2025 Revision date: 3/11/2025 Version: 1.0

SECTION 1: Identification of the substance/mixture and of the company/undertaking

1.1. Product identifier

Product form : Mixture
Trade name : SCRUNCHEMS GALAXY LIGHT UP SQUISH BALL

1.2. Relevant identified uses of the substance or mixture and uses advised against

Relevant identified uses

Use of the substance/mixture : Toys

Uses advised against

Restrictions on use : No information available

1.3. Details of the supplier of the safety data sheet

Manufacturer

Supplier

One For Fun Limited
3-5 Cambuslang Way, Gateway Office Park, Cambuslang, Glasgow
P G32 8ND
T +44 (0)1603 397147
Ben.woodcock@oneforfun.com

1.4. Emergency telephone number

Emergency number : +44(0) 1603 397147

SECTION 2: Hazards identification

2.1. Classification of the substance or mixture

Classification according to Regulation (EC) No. 1272/2008 [CLP]

Not classified

Adverse physicochemical, human health and environmental effects

To our knowledge, this product does not present any particular risk, provided it is handled in accordance with good occupational hygiene and safety practice.

2.2. Label elements

Labelling according to Regulation (EC) No. 1272/2008 [CLP]

Hazard pictograms (CLP) : Not applicable.
Signal word (CLP) : Not applicable.
Hazard statements (CLP) : Not applicable.
Precautionary statements (CLP) : Not applicable.
EUH-statements : Not applicable.

2.3. Other hazards

Other hazards which do not result in classification : No information available.

This substance/mixture does not meet the PBT criteria of REACH regulation, annex XIII

This substance/mixture does not meet the vPvB criteria of REACH regulation, annex XIII

Contains no PBT and/or vPvB substances $\geq 0.1\%$ assessed in accordance with REACH Annex XIII

The mixture does not contain substance(s) included in the list established in accordance with Article 59(1) of REACH for having endocrine disrupting properties, or substance(s) are not identified as having endocrine disrupting properties in accordance with the criteria set out in Commission Delegated Regulation (EU) 2017/2100 or Commission Regulation (EU) 2018/605 at a concentration equal to or greater than 0,1 %

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according to the REACH Regulation (EC) 1907/2006 amended by Regulation (EU) 2020/878

SECTION 3: Composition/information on ingredients

3.2. Mixtures

Name		Product identifier	%	Classification according to Regulation (EC) No. 1272/2008 [CLP]
Water		CAS-No.: 7732-18-5 EC-No.: 231-791-2	63.85	Not classified
1,2,3-Propanetriol		CAS-No.: 56-81-5 EC-No.: 200-289-5	27.68	Not classified
Carbomer		CAS-No.: 54182-57-9 EC-No.: 611-106-7	5.53	Not classified
Poly(oxy-1,2-ethanediylloxycarbonyl-1,4-phenylenecarbonyl)		CAS-No.: 25038-59-9 EC-No.: 607-507-1	2	Not classified
Sodium acetate trihydrate		CAS-No.: 6131-90-4 EC-No.: 612-115-9	0.44	Not classified
BLUE	C.I. Pigment Blue 15	CAS-No.: 147-14-8 EC-No.: 205-685-1	0.5	Not classified
PURPLE	2-Naphthalenecarboxamide, N-(2,3-dihydro-2-oxo-1H-benzimidazol-5-yl)-4-[[2,5-dimethoxy-4-[(methylamino)sulfonyl]phenyl]azo]-3-hydroxy-	CAS-No.: 12225-08-0 EC-No.: 235-426-8	0.5	Not classified

SECTION 4: First aid measures

4.1. Description of first aid measures

First-aid measures general	: If you feel unwell, seek medical advice.
First-aid measures after inhalation	: Remove person to fresh air and keep comfortable for breathing.
First-aid measures after skin contact	: Wash skin with plenty of water.
First-aid measures after eye contact	: Rinse eyes with water as a precaution.
First-aid measures after ingestion	: Call a poison center or a doctor if you feel unwell.
First-aid measures for first aider	: First aid workers will be equipped with suitable personal protective equipment.

4.2. Most important symptoms and effects, both acute and delayed

Symptoms/effects	: Not expected to present a significant hazard under anticipated conditions of normal use.
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4.3. Indication of any immediate medical attention and special treatment needed

Treat symptomatically.

SECTION 5: Firefighting measures

5.1. Extinguishing media

Suitable extinguishing media	: Water spray. Dry powder. Foam. Carbon dioxide.
Unsuitable extinguishing media	: Do not use a heavy water stream.

5.2. Special hazards arising from the substance or mixture

Fire hazard	: No fire hazard.
Explosion hazard	: No direct explosion hazard.
Hazardous decomposition products in case of fire	: Toxic fumes may be released.

SCRUNCHEMS GALAXY LIGHT UP SQUISH BALL

Safety Data Sheet

according to the REACH Regulation (EC) 1907/2006 amended by Regulation (EU) 2020/878

5.3. Advice for firefighters

- | | |
|--------------------------------|---|
| Firefighting instructions | : Fight fire from safe distance and protected location. Do not enter fire area without proper protective equipment, including respiratory protection. |
| Protection during firefighting | : Do not attempt to take action without suitable protective equipment. Self-contained breathing apparatus. Complete protective clothing. |

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

For non-emergency personnel

- | | |
|----------------------|---|
| Protective equipment | : Wear recommended personal protective equipment. |
| Emergency procedures | : Ventilate spillage area. |

For emergency responders

- | | |
|----------------------|---|
| Protective equipment | : Do not attempt to take action without suitable protective equipment. For further information refer to section 8: "Exposure controls/personal protection". |
| Emergency procedures | : Evacuate unnecessary personnel. Stop leak if safe to do so. |

6.2. Environmental precautions

Avoid release to the environment.

6.3. Methods and material for containment and cleaning up

- | | |
|-------------------------|---|
| For containment | : Absorb spilled material with sand or earth. Contain any spills with dikes or absorbents to prevent migration and entry into sewers or streams. Stop leak without risks if possible. |
| Methods for cleaning up | : Take up liquid spill into absorbent material. |
| Other information | : Dispose of materials or solid residues at an authorized site. |

6.4. Reference to other sections

For further information refer to section 13.

SECTION 7: Handling and storage

7.1. Precautions for safe handling

- | | |
|-------------------------------|---|
| Precautions for safe handling | : Ensure good ventilation of the work station. Wear personal protective equipment. |
| Hygiene measures | : Do not eat, drink or smoke when using this product. Always wash hands after handling the product. |

7.2. Conditions for safe storage, including any incompatibilities

- | | |
|------------------------|---|
| Technical measures | : Keep in a cool, well-ventilated place away from heat. |
| Storage conditions | : Keep cool. Protect from sunlight. |
| Incompatible materials | : No information available. |
| Packaging materials | : Store always product in container of same material as original container. |

7.3. Specific end use(s)

SDS section 1.2.1 - Additional text.

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

National occupational exposure and biological limit values

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1,2,3-Propanetriol (56-81-5)	
Belgium - Occupational Exposure Limits	
Local name	Glycérine (brouillard) # Glycerine (nevel)
OEL TWA	10 mg/m ³ (mist)
Regulatory reference	Koninklijk besluit/Arrêté royal 16/11/2023
Croatia - Occupational Exposure Limits	
Local name	Glicerol
GVI (OEL TWA)	10 mg/m ³
Regulatory reference	Pravilnik o zaštiti radnika od izloženosti opasnim kemikalijama na radu, graničnim vrijednostima izloženosti i biološkim graničnim vrijednostima (NN 148/2023)
Czech Republic - Occupational Exposure Limits	
Local name	Glycerol, mlha
PEL (OEL TWA)	10 mg/m ³
	2.6 ppm
NPK-P (OEL C)	15 mg/m ³
	3.9 ppm
Regulatory reference	Nařízení vlády č. 361/2007 Sb. (Předpis 330/2023 Sb.)
Estonia - Occupational Exposure Limits	
Local name	Glütseriin (glütserool, 1,2,3-propaantriool)
OEL TWA	10 mg/m ³
Regulatory reference	Vabariigi Valitsuse 20. märtsi 2001. a määruse nr 105 (RT I, 02.04.2024, 13)
Finland - Occupational Exposure Limits	
Local name	Glyseroli
HTP (OEL TWA)	20 mg/m ³
Regulatory reference	HTP-ARVOT 2020 (Sosiaali- ja terveystieteiden ministeriö)
France - Occupational Exposure Limits	
Local name	Glycérine (aérosols de)
VME (OEL TWA)	10 mg/m ³ (aerosol)
Remark	Valeurs recommandées/admises
Regulatory reference	Circulaire du Ministère du travail (réf.: INRS ED 6443, 2022; Outil65)
Germany - Occupational Exposure Limits (TRGS 900)	
Local name	Glycerin
AGW (OEL TWA)	200 mg/m ³ (the risk of damage to the embryo or fetus can be excluded when AGW and BGW values are observed-inhalable fraction)
Peak exposure limitation factor	2(I)
Remark	DFG - Senatskommission zur Prüfung gesundheitsschädlicher Arbeitsstoffe der DFG (MAK-Kommission); Y - Ein Risiko der Fruchtschädigung braucht bei Einhaltung des Arbeitsplatzgrenzwertes und des biologischen Grenzwertes (BGW) nicht befürchtet zu werden
Regulatory reference	TRGS900
Greece - Occupational Exposure Limits	
Local name	Γλυκερίνη

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1,2,3-Propanetriol (56-81-5)	
OEL TWA	10 mg/m³
Regulatory reference	Π.Δ. 90/1999 - Προστασία της υγείας των εργαζομένων που εκτίθενται σε ορισμένους χημικούς παράγοντες κατά τη διάρκεια της εργασίας τους
Poland - Occupational Exposure Limits	
Local name	Glicerol
NDS (OEL TWA)	10 mg/m³ (inhalable fraction)
Remark	Frakcja wdychalna – frakcja aerozolu wnikająca przez nos i usta, która stwarza zagrożenie dla zdrowia po zdeponowaniu w drogach oddechowych.
Regulatory reference	Dz. U. 2024 poz. 1017 wraz z późn. zm.
Portugal - Occupational Exposure Limits	
OEL TWA	10 mg/m³ (mist)
Slovakia - Occupational Exposure Limits	
Local name	Glycerín
NPHV (OEL TWA)	10 mg/m³
Regulatory reference	Nariadenie vlády č. 355/2006 Z. z. (122/2024 Z. z.)
Slovenia - Occupational Exposure Limits	
Local name	glicerín
OEL TWA	200 mg/m³ (inhalable fraction)
OEL STEL	400 mg/m³ (inhalable fraction)
Remark	Y (Snovi, pri katerih ni nevarnosti za zarodek ob upoštevanju mejnih vrednosti in bat vrednosti)
Regulatory reference	Uradni list RS, št. 29/2024 z dne 4. 4. 2024 - Pravilnik o varovanju delavcev pred tveganji zaradi izpostavljenosti kemičnim snovem pri delu
Spain - Occupational Exposure Limits	
Local name	Glicerina
VLA-ED (OEL TWA)	10 mg/m³ (mist)
Regulatory reference	Límites de Exposición Profesional para Agentes Químicos en España 2024. INSHT
United Kingdom - Occupational Exposure Limits	
Local name	Glycerol
WEL TWA (OEL TWA)	10 mg/m³ (mist)
WEL STEL (OEL STEL)	30 mg/m³ (calculated-mist)
Regulatory reference	EH40/2005 (Fourth edition, 2020). HSE
Switzerland - Occupational Exposure Limits	
Local name	Glycérine / Glycerin
MAK (OEL TWA)	50 mg/m³ (inhalable dust)
KZGW (OEL STEL)	100 mg/m³ (inhalable dust)
Notation	SS _c / SS _c
Regulatory reference	www.suva.ch, 01.01.2025

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Poly(oxy-1,2-ethanediylloxycarbonyl-1,4-phenylenecarbonyl) (25038-59-9)	
Germany - Occupational Exposure Limits (TRGS 900)	
AGW (OEL TWA)	1.25 mg/m ³ (respirable fraction (plastic dust)) 10 mg/m ³ (inhalable fraction (plastic dust))
Latvia - Occupational Exposure Limits	
OEL TWA	5 mg/m ³
Lithuania - Occupational Exposure Limits	
IPRV (OEL TWA)	5 mg/m ³
OEL chemical category	Fibrogenic substance
C.I. Pigment Blue 15 (147-14-8)	
Latvia - Occupational Exposure Limits	
OEL TWA	5 mg/m ³
Lithuania - Occupational Exposure Limits	
IPRV (OEL TWA)	5 mg/m ³

8.2. Exposure controls

Appropriate engineering controls

Appropriate engineering controls:

Ensure good ventilation of the work station.

Personal protection equipment

Eye and face protection

Eye protection:

Safety glasses

Skin protection

Skin and body protection:

Wear suitable protective clothing

Hand protection:

Protective gloves

Respiratory protection

Respiratory protection:

In case of insufficient ventilation, wear suitable respiratory equipment

Environmental exposure controls

Environmental exposure controls:

Avoid release to the environment.

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

Physical state	: Liquid
Colour	: Blue/Purple
Odour	: Not available
Odour threshold	: Not available
Melting point	: Not available
Freezing point	: Not available
Boiling point	: Not available
Flammability	: Non flammable.
Lower explosion limit	: Not available
Upper explosion limit	: Not available

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according to the REACH Regulation (EC) 1907/2006 amended by Regulation (EU) 2020/878

Flash point	: Not available
Auto-ignition temperature	: Not available
Decomposition temperature	: Not available
pH	: Not available
Viscosity, kinematic	: Not available
Solubility	: Not available
Partition coefficient n-octanol/water (Log Kow)	: Not available
Vapour pressure	: Not available
Vapour pressure at 50°C	: Not available
Density	: Not available
Relative density	: Not available
Relative vapour density at 20°C	: Not available
Particle characteristics	: Not available

9.2. Other information

No additional information available

SECTION 10: Stability and reactivity

10.1. Reactivity

The product is non-reactive under normal conditions of use, storage and transport.

10.2. Chemical stability

Stable under normal conditions.

10.3. Possibility of hazardous reactions

No dangerous reactions known under normal conditions of use.

10.4. Conditions to avoid

None under recommended storage and handling conditions (see section 7).

10.5. Incompatible materials

No information available.

10.6. Hazardous decomposition products

Under normal conditions of storage and use, hazardous decomposition products should not be produced.

SECTION 11: Toxicological information

11.1. Information on hazard classes as defined in Regulation (EC) No 1272/2008

Acute toxicity (oral)	: Not classified
Acute toxicity (dermal)	: Not classified
Acute toxicity (inhalation)	: Not classified

1,2,3-Propanetriol (56-81-5)

LD50 oral rat	> 11500 mg/kg
LD50 dermal rabbit	56570 mg/kg
LC50 Inhalation - Rat	> 5.85 mg/l/4h

C.I. Pigment Blue 15 (147-14-8)

LD50 oral rat	> 6400 mg/kg
LD50 dermal rat	> 5000 mg/kg

Skin corrosion/irritation	: Not classified
Serious eye damage/irritation	: Not classified

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Respiratory or skin sensitisation	: Not classified
Germ cell mutagenicity	: Not classified
Carcinogenicity	: Not classified
Reproductive toxicity	: Not classified
STOT-single exposure	: Not classified
STOT-repeated exposure	: Not classified
Aspiration hazard	: Not classified

11.2. Information on other hazards

Endocrine disrupting properties

Adverse health effects caused by endocrine disrupting properties	: The mixture does not contain substance(s) included in the list established in accordance with Article 59(1) of REACH for having endocrine disrupting properties, or substance(s) are not identified as having endocrine disrupting properties in accordance with the criteria set out in Commission Delegated Regulation (EU) 2017/2100 or Commission Regulation (EU) 2018/605 at a concentration equal to or greater than 0,1 %
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SECTION 12: Ecological information

12.1. Toxicity

Ecology - general	: The product is not considered harmful to aquatic organisms nor to cause long-term adverse effects in the environment.
Hazardous to the aquatic environment, short-term (acute)	: Not classified
Hazardous to the aquatic environment, long-term (chronic)	: Not classified

1,2,3-Propanetriol (56-81-5)	
LC50 - Fish [1]	> 100 mg/l

12.2. Persistence and degradability

SCRUNCHEMS GALAXY LIGHT UP SQUISH BALL	
Persistence and degradability	No additional information available

12.3. Bioaccumulative potential

Water (7732-18-5)	
Partition coefficient n-octanol/water (Log Pow)	-1.38
1,2,3-Propanetriol (56-81-5)	
Partition coefficient n-octanol/water (Log Pow)	-1.75 (at 25 °C)
C.I. Pigment Blue 15 (147-14-8)	
Partition coefficient n-octanol/water (Log Pow)	-1 (at 23 °C)

12.4. Mobility in soil

No additional information available

12.5. Results of PBT and vPvB assessment

SCRUNCHEMS GALAXY LIGHT UP SQUISH BALL	
This substance/mixture does not meet the PBT criteria of REACH regulation, annex XIII	
This substance/mixture does not meet the vPvB criteria of REACH regulation, annex XIII	

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according to the REACH Regulation (EC) 1907/2006 amended by Regulation (EU) 2020/878

12.6. Endocrine disrupting properties

Adverse effects on the environment caused by endocrine disrupting properties

: The mixture does not contain substance(s) included in the list established in accordance with Article 59(1) of REACH for having endocrine disrupting properties, or substance(s) are not identified as having endocrine disrupting properties in accordance with the criteria set out in Commission Delegated Regulation (EU) 2017/2100 or Commission Regulation (EU) 2018/605 at a concentration equal to or greater than 0,1 %.

12.7. Other adverse effects

No additional information available

SECTION 13: Disposal considerations

13.1. Waste treatment methods

Waste treatment methods

: Dispose of contents/container in accordance with licensed collector's sorting instructions.

Product/Packaging disposal recommendations

: Disposal must be done according to official regulations.

Additional information

: Do not re-use empty containers.

SECTION 14: Transport information

In accordance with ADR / IMDG / IATA / ADN / RID

ADR	IMDG	IATA	ADN	RID
14.1. UN number or ID number				
Not regulated	Not regulated	Not regulated	Not regulated	Not regulated
14.2. UN proper shipping name				
Not regulated	Not regulated	Not regulated	Not regulated	Not regulated
14.3. Transport hazard class(es)				
Not regulated	Not regulated	Not regulated	Not regulated	Not regulated
14.4. Packing group				
Not regulated	Not regulated	Not regulated	Not regulated	Not regulated
14.5. Environmental hazards				
Dangerous for the environment: No	Dangerous for the environment: No Marine pollutant: No	Dangerous for the environment: No	Dangerous for the environment: No	Dangerous for the environment: No
No supplementary information available				

14.6. Special precautions for user

Overland transport

Not regulated

Transport by sea

Not regulated

Air transport

Not regulated

Inland waterway transport

Not regulated

Rail transport

Not regulated

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according to the REACH Regulation (EC) 1907/2006 amended by Regulation (EU) 2020/878

14.7. Maritime transport in bulk according to IMO instruments

Not applicable.

SECTION 15: Regulatory information

15.1. Safety, health and environmental regulations/legislation specific for the substance or mixture

EU-Regulations

REACH Candidate List (SVHC)

Contains no substance(s) listed on the REACH Candidate List

PIC Regulation (Prior Informed Consent)

Contains no substance(s) listed on the PIC list (Regulation EU 649/2012 concerning the export and import of hazardous chemicals)

POP Regulation (Persistent Organic Pollutants)

Contains no substance(s) listed on the POP list (Regulation EU 2019/1021 on persistent organic pollutants)

Ozone Regulation (2024/590)

Contains no substance(s) listed on the Ozone Depletion list (Regulation EU 2024/590 on substances that deplete the ozone layer)

Explosives Precursors Regulation (2019/1148)

Contains no substance(s) listed on the Explosives Precursors list (Regulation EU 2019/1148 on the marketing and use of explosives precursors)

Drug Precursors Regulation (273/2004)

Contains no substance(s) listed on the Drug Precursors list (Regulation EC 273/2004 on the manufacture and the placing on market of certain substances used in the illicit manufacture of narcotic drugs and psychotropic substances)

15.2. Chemical safety assessment

No chemical safety assessment has been carried out

SECTION 16: Other information

Abbreviations and acronyms:	
ACGIH	American Conference of Government Industrial Hygienists
ADN	European Agreement concerning the International Carriage of Dangerous Goods by Inland Waterways
ADR	Agreement concerning the International Carriage of Dangerous Goods by Road
ATE	Acute Toxicity Estimate
BCF	Bioconcentration factor
BLV	Biological limit value
BOD	Biochemical oxygen demand (BOD)
CAS-No.	Chemical Abstract Service number
CLP	Classification Labelling Packaging Regulation; Regulation (EC) No 1272/2008
COD	Chemical oxygen demand (COD)
CSA	Chemical safety assessment
DMEL	Derived Minimal Effect level
DNEL	Derived-No Effect Level
EC-No.	European Community number
EC50	Median effective concentration
ED	Endocrine disruptor
EN	European Standard

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according to the REACH Regulation (EC) 1907/2006 amended by Regulation (EU) 2020/878

Abbreviations and acronyms:	
EWC	European waste catalogue
IARC	International Agency for Research on Cancer
IATA	International Air Transport Association
IMDG	International Maritime Dangerous Goods
LC50	Median lethal concentration
LD50	Median lethal dose
LOAEL	Lowest Observed Adverse Effect Level
Log Kow	Partition coefficient n-octanol/water (Log Kow)
Log Pow	Partition coefficient n-octanol/water (Log Pow)
MAK	maximum workplace concentration
NOAEC	No-Observed Adverse Effect Concentration
NOAEL	No-Observed Adverse Effect Level
NOEC	No-Observed Effect Concentration
N.O.S.	Not Otherwise Specified
OECD	Organisation for Economic Co-operation and Development
OEL	Occupational Exposure Limit
OSHA	Occupational Safety Health Administration
PBT	Persistent Bioaccumulative Toxic
PNEC	Predicted No-Effect Concentration
PPE	Personal protection equipment
RID	Regulations concerning the International Carriage of Dangerous Goods by Rail
SDS	Safety Data Sheet
STP	Sewage treatment plant
TF	Technical function
ThOD	Theoretical oxygen demand (ThOD)
TLM	Median Tolerance Limit
TWA	Time Weighted Average
VOC	Volatile Organic Compounds
vPvB	Very Persistent and Very Bioaccumulative
UFI	Unique Formula Identifier

Data sources : ECHA reference. LOLI.
Training advice : Normal use of this product shall imply use in accordance with the instructions on the packaging.
Other information : No information available.

Full text of H- and EUH-statements:	
	Not applicable

Safety Data Sheet (SDS), EU

This information is based on our current knowledge and is intended to describe the product for the purposes of health, safety and environmental requirements only. It should not therefore be construed as guaranteeing any specific property of the product.

General Terms and Conditions of Business of TÜVRheinland in Greater China

1. Scope
These General Terms and Conditions of Business of TÜVRheinland in Greater China ("GTBCB") is made between one or more members of the TÜVRheinland Group in Greater China as applicable as the case may be ("TÜV Rheinland"). The Greater China hereof refers to the regions within the territories of China. The client hereby includes:

- (i) a natural person capable to form legally binding contracts under the applicable laws who concludes the contract for the purpose of the daily use;
- (ii) the incorporated or unincorporated entity duly organized, validly existing and capable to form legally binding contracts under the applicable law.

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

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

In the context of an ongoing business relationship with the client, this 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

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 request 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.

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

If the contract provides for an extension of the contract term, the contract term will be extended by the term provided in the contract where such extension is written by both parties with a three-month notice prior to the end of the contractual term.

4. Scope of services

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 condition and function of parts, products, processes, installations, organizations not listed 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 part, product, process or plant, unless this is expressly stated in the order.

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

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

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 or of 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 materials and assembly of installations examined by TÜV Rheinland, unless this is expressly agreed with regulations, unless these questions are expressly covered by the contract.

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.

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.

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.) are not part of the agreed services. This also applies if the client passes on work results - in full or in extracts - to third parties in accordance with clause 11.4.

The client understands and agrees to perform the contract with TÜV Rheinland, the client may need to sign one or more contractual agreements with all more third party(ies) and establish legal relationships with those third party(ies) according to such contractual agreements. TÜV Rheinland hereby bears the corresponding legal liability according to this contract and the direct services actually to be provided by our company in the service process. If the relevant services are not directly provided by TÜV Rheinland (including but not limited to any testing and inspection services to be provided by third parties, test and inspection services, etc.), TÜV Rheinland will provide the client as agent for such relevant services. In order to achieve the purposes of the contract, the client hereby agrees that TÜV Rheinland (including but not limited to a third party) to party undertake all necessary responsibilities, test and inspection services and responsibility 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 or other testing and/or certification bodies, agency services provided by any other third party(ies), etc.). Besides, the client shall be liable in accordance with the relevant laws and regulations and/or the terms under the contract. If the client is required to provide any annual renewal/validity of the relevant services, TÜV Rheinland shall be responsible and pay additional fees in accordance with the relevant laws and regulations or the testing and certification rules, such fees are not within the scope of the contract price, the client shall timely fulfill the obligation to such renewal/validity of the relevant services, etc.

If the client fails to perform such obligations of the annual renewal/validity or fees payment, it may lead to adverse consequences such as failure of supervision/cancellation/invalidity of testing and/or certification results, which shall not be borne by TÜV Rheinland. If the client fails to perform such obligations of the annual renewal/validity or fees payment, it may lead to adverse consequences such as failure of supervision/cancellation/invalidity of testing and/or certification results, which shall not be borne by TÜV Rheinland.

For the service contract agreed in the contract, if the client requires TÜV Rheinland to deliver 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, test and inspection services and responsibility 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 or other testing and/or certification bodies, agency services provided by any other third party(ies), etc.). Besides, the relevant freight fees shall be borne by the client.

5. Performance period/dates

The contractually agreed period/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 consistent as binding by TÜV Rheinland in writing.

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

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

TÜV Rheinland is not responsible for a delay in performance, in particular if the client has not fulfilled his obligations in accordance with clause 1.1 and the client does not do 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.

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.

If the client is obliged to comply with legal, officially prescribed and/or by the accreditator prescribed deadlines, it is the client's obligation to agree in writing with TÜV Rheinland in advance, in writing, which enable the client to comply with the legal and/or officially prescribed deadlines. TÜV Rheinland assumes no responsibility in this respect unless TÜV Rheinland expressly agreed in writing specifically stating that ensuring the deadlines is the contractual obligation of TÜV Rheinland.

6. The client's obligation to cooperate

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

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

- 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 doesn't have any legal 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.

The client shall bear any additional cost also 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

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 based on the price list of TÜV Rheinland valid at the time of performance.

Unless otherwise agreed, work orders shall be issued by the client in writing. 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

All invoice amounts shall be due for payment within 30 days of the invoice date without deduction on receipt of the invoice. No discounts and rebates shall be granted.

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

In cases of default of payment, TÜV Rheinland shall be entitled to claim default interest at the applicable short term 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.

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.

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.

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

April 2024

This GTBCB is only used for TÜV Rheinland Business Stream Products
Version 6.0/April 2024

1. Scope
These General Terms and Conditions of Business of TÜVRheinland in Greater China ("GTBCB") is made between one or more members of the TÜVRheinland Group in Greater China as applicable as the case may be ("TÜV Rheinland"). The Greater China hereof refers to the regions within the territories of China. The client hereby includes:
(i) a natural person capable to form legally binding contracts under the applicable laws who concludes the contract for the purpose of the daily use;
(ii) the incorporated or unincorporated entity duly organized, validly existing and capable to form legally binding contracts under the applicable law.
The following terms and conditions apply to agreed services including consultancy services, information, deliveries and similar services as well as ancillary services and other secondary obligations provided within the scope of contract performance.
Any standard terms and conditions of the client of any nature shall not apply and shall hereby be expressly excluded. No standard contractual terms and conditions of the client shall form part of the contract even if TÜV Rheinland does not explicitly object to them.
In the context of an ongoing business relationship with the client, this 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
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 request 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.
The contract term starts upon the coming into effect of the contract in accordance with article 3.1 and shall continue for the term agreed in the contract.
If the contract provides for an extension of the contract term, the contract term will be extended by the term provided in the contract where such extension is written by both parties with a three-month notice prior to the end of the contractual term.
4. Scope of services
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 condition and function of parts, products, processes, installations, organizations not listed 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 part, product, process or plant, unless this is expressly stated in the order.
The agreed services shall be performed in compliance with the regulations in force at the time the contract is entered into.
TÜV Rheinland is entitled to determine, in its sole discretion, the method and nature of the assessment unless otherwise agreed in writing or if mandatory provisions require a specific procedure to be followed.
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 or of 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 materials and assembly of installations examined by TÜV Rheinland, unless this is expressly agreed with regulations, unless these questions are expressly covered by the contract.
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.
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.
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.) are not part of the agreed services. This also applies if the client passes on work results - in full or in extracts - to third parties in accordance with clause 11.4.
The client understands and agrees to perform the contract with TÜV Rheinland, the client may need to sign one or more contractual agreements with all more third party(ies) and establish legal relationships with those third party(ies) according to such contractual agreements. TÜV Rheinland hereby bears the corresponding legal liability according to this contract and the direct services actually to be provided by our company in the service process. If the relevant services are not directly provided by TÜV Rheinland (including but not limited to any testing and inspection services to be provided by third parties, test and inspection services, etc.), TÜV Rheinland will provide the client as agent for such relevant services. In order to achieve the purposes of the contract, the client hereby agrees that TÜV Rheinland (including but not limited to a third party) to party undertake all necessary responsibilities, test and inspection services and responsibility 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 or other testing and/or certification bodies, agency services provided by any other third party(ies), etc.). Besides, the client shall be liable in accordance with the relevant laws and regulations and/or the terms under the contract. If the client is required to provide any annual renewal/validity of the relevant services, TÜV Rheinland shall be responsible and pay additional fees in accordance with the relevant laws and regulations or the testing and certification rules, such fees are not within the scope of the contract price, the client shall timely fulfill the obligation to such renewal/validity of the relevant services, etc.
If the client fails to perform such obligations of the annual renewal/validity or fees payment, it may lead to adverse consequences such as failure of supervision/cancellation/invalidity of testing and/or certification results, which shall not be borne by TÜV Rheinland. If the client fails to perform such obligations of the annual renewal/validity or fees payment, it may lead to adverse consequences such as failure of supervision/cancellation/invalidity of testing and/or certification results, which shall not be borne by TÜV Rheinland.
For the service contract agreed in the contract, if the client requires TÜV Rheinland to deliver 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, test and inspection services and responsibility 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 or other testing and/or certification bodies, agency services provided by any other third party(ies), etc.). Besides, the relevant freight fees shall be borne by the client.
5. Performance period/dates
The contractually agreed period/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 consistent as binding by TÜV Rheinland in writing.
If binding periods of performance have been agreed, these periods shall not commence until the client has submitted all required documents to TÜV Rheinland.
Articles 5.1 and 5.2 also apply, even without express agreement by the client, to all extensions of agreed period/dates of performance not caused by TÜV Rheinland.
TÜV Rheinland is not responsible for a delay in performance, in particular if the client has not fulfilled his obligations in accordance with clause 1.1 and the client does not do 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.
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.
If the client is obliged to comply with legal, officially prescribed and/or by the accreditator prescribed deadlines, it is the client's obligation to agree in writing with TÜV Rheinland in advance, in writing, which enable the client to comply with the legal and/or officially prescribed deadlines. TÜV Rheinland assumes no responsibility in this respect unless TÜV Rheinland expressly agreed in writing specifically stating that ensuring the deadlines is the contractual obligation of TÜV Rheinland.
6. The client's obligation to cooperate
The client shall guarantee that all cooperation required on its part, its agents or third parties will be provided in good time and at no cost to TÜV Rheinland.
Design documents, supplies, auxiliary staff, etc. necessary for performance of the services shall be made available free of charge by the client. Moreover, collaborative action of the client must be undertaken in accordance with legal provisions, standards, safety regulations and accident prevention instructions. And the client represents and warrants that:
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 doesn't have any legal 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.
The client shall bear any additional cost also 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
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 based on the price list of TÜV Rheinland valid at the time of performance.
Unless otherwise agreed, work orders shall be issued by the client in writing. 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
All invoice amounts shall be due for payment within 30 days of the invoice date without deduction on receipt of the invoice. No discounts and rebates shall be granted.
Payments shall be made to the bank account of TÜV Rheinland as indicated on the invoice, stating the invoice and client numbers.
In cases of default of payment, TÜV Rheinland shall be entitled to claim default interest at the applicable short term 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.
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.
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.
Objections to the invoices of TÜV Rheinland shall be submitted in writing within two weeks of receipt of the invoice.

TÜV Rheinland shall be entitled to demand appropriate advance payments.
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 exceeds 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 rise in fees shall be deemed to have been agreed upon by the time of the expiry of the notice period.

Only legally established and undisputed claims may be offset against claims by TÜV Rheinland.
TÜV Rheinland shall have the right at all times to set off any amount due or payable by the client, including but not limited to set off any amount due or payable by the client under any contracts, agreements and/or order/quotations reached with TÜV Rheinland.

9. Acceptance of work

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

If acceptance is required or contractually agreed in an individual case, this shall be deemed to 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-Up/Audit stage, 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), or if the client cancels or postpones a confirmed audit date by the client, 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 for the out-of-pocket expenses in the contract. If the client does not pay the 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

For the purpose of these terms and conditions, "confidential information" means all know-how, trade secrets, documents, images, drawings, expertise, information, data, test results, reports, samples, project documents, pricing and financial information, customer and supplier information, and marketing techniques and applications, including but not limited to the following:
- information 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 not disclosed or transferred by TÜV Rheinland to the client, but information disclosed 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 analysing the provision of services.
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 does not do so within the specified 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., Wechat, etc.). Unauthorized by TÜV Rheinland to send any confidential information to third parties. The disclosing party shall send any confidential information to company email of TÜV Rheinland employees through its company email. If the client suffers from any losses or damages due to any theft or leakage to be caused by the adoption of and/or the use of the confidential information, the disclosing methods mentioned above, TÜV Rheinland shall be waived for any compensation liabilities.
All confidential information which the disclosing party transmits or otherwise discloses to the receiving party and which is created during performance of the contract 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.

Any use not covered, 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, official control, accreditation bodies or third parties (including but not limited to the relevant direct and/or indirect proposed purchasers, vehicle manufacturers/whole equipment manufacturers, test standards or test requirements providers of the client's test products and/or certified products, etc.), that are involved in the performance of the contract by TÜV Rheinland, instead, the receiving party must be treated by the receiving party with the same level of confidentiality as the receiving party must to protect its own confidential information, but never with a lesser level of confidentiality than the disclosing party.

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 shall ensure that those employees to observe 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 generally known at the time of disclosure or has become general knowledge without the disclosure of confidential information by the disclosing party;
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, or
d) the receiving party developed it itself, irrespective of disclosure by the disclosing party, shall not be deemed to constitute "confidential information" within the meaning of 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 (ii) on request by the disclosing party, to destroy all confidential information, including all copies, and to confirm the destruction of the 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 exclude reports and certificates prepared for the client for the client's fulfilment of 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 fulfil its obligations under the contract. The general documentation purposes required by laws, regulations and the requirements of working procedures of TÜV Rheinland.
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 itself.

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 expressly 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").

The right of use is 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 and presentations, etc. prepared within 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 GTBCB is subject to full payment of the remuneration for the work results by the client to TÜV Rheinland.

The client may use work results only complete and unshortened. The client may only pass on the work results in full unless TÜV Rheinland has given its prior written consent to the partial passing on of work results.
Any publication or duplication of the work results for advertising purposes or any further use of the work results beyond the scope regulated in clause 11.2, and any quotation of the introduction of TÜV Rheinland results prior to the written approval of TÜV Rheinland in each individual case. Besides, the client ensures that the aforesaid use shall comply with relevant applicable laws, regulations and relevant rules (including but not limited to specific applicable testing and certification rules, etc.).

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 ensure that the work results are not further disseminated.
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 testification 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 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 an annually 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 25 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 25 Million Euro or equivalent amount in local currency.
The limitation of liability according to article 12.1 above shall not apply to damages and/or losses caused by malice, intent or gross negligence on the part of TÜV Rheinland or its vicarious agents. Such limitation shall not apply to damages for a person's death, the total injury or illness. 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 a 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.

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 the services or the acts of the personnel of such personnel made available as 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.

Unless otherwise contractually agreed in writing, TÜV Rheinland shall only be liable under the contract for damages caused by intentional or gross negligence.

The limitation periods 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.

13. 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 regulations of national and international export control laws.

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

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 obtained the prior consent of the data subject, which entitles TÜV Rheinland 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 must confirm that it has obtained 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 any 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 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 dataprotection@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. Retention of test material and documentation

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.
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.

Reference samples or documentation are given to the client and shall be placed in storage at their premises, the reference samples or documents 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 or providing the reference samples or documents, 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 voided.
The retention period for the documentation shall be determined by the expiry of the test mark certificates or shall meet the applicable legal requirements for EU/EEA certificates of conformity and GS mark certificates.

The client is responsible for the handling 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.

16. Termination of the contract

Notwithstanding clause 3.2 of the GTBCB, TÜV Rheinland and the client are entitled to terminate the contract in its entirety or, in the case of services contracted 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. The notice period shall be shortened to six (6) weeks in case of TÜV Rheinland is prevented from performing the services due to a loss or a suspension of its accreditation or notification.

For good causes, TÜV Rheinland may consider giving a written notice to the client to terminate the contract without bearing any liabilities and/or the client shall pay the relevant service fees for the services provided by TÜV Rheinland due to the termination date of the contract. The aforesaid good causes includes but not limited to the following:
a) the client does not immediately notify TÜV Rheinland of any material changes in the conditions within which 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 the payment claims of TÜV Rheinland under the contract are considerably endangered and TÜV Rheinland cannot reasonably be expected to continue the contractual relationship;

e) in the event of any serious misrepresentation, be it by intentional fraud or grossly negligent behavior of the managers, employees or agents of the client;

f) if TÜV Rheinland, at its discretion, considers beyond a reasonable doubt that the client intends to continue or finalize the performance of the service, e.g. in case of force majeure, government interference, sanctions, loss of accreditation or notification, or other.

If the country/region involved in the contract is subject to a service project in the contract does not belong to the insurance coverage applicable to TÜV Rheinland, and TÜV Rheinland believes that there is a risk or some risks beyond its control to continue to perform the contract.

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. In the event of termination by the client, the client shall be liable for the damage if there is no damage or a considerably lower damage, TÜV Rheinland reserves the right to prove a considerably higher damage in individual cases.

In the event of termination with written notice by the client, the client shall be liable for the damage if there is no damage or a considerably lower damage, TÜV Rheinland reserves the right to prove a considerably higher damage in individual cases.

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