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**Client:** FANVIL TECHNOLOGY CO.,LTD  
Level 3, Block A, Gaoxingqi Building, Anhua Industrial Park, Qianjin 1 Road, 35th District, Bao' An, Shenzhen, P. R. China

**Test item(s):** 180 materials  
**Identification/ Model No(s):** IP PHONE  
F3P/F3CP/F4G/H3/H5

**Sample Receiving date:** 2016-09-07, 2016-09-23, 2016-12-21

**Testing Period:** 2016-09-13 - 2016-12-27

<b>Test Specification:</b>	<b>Test result:</b>
1. Packaging Waste Heavy Metal Test - 94/62/EC	PASS
2. Cadmium, Lead, Chromium (VI), Mercury, Polybrominated biphenyls (PBB) and Polybrominated diphenyl ethers (PBDE) According to RoHS (recast): Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment, 2011/65/EU	PASS

**Other information:**  
Country of Origin: China

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

2017-01-10 Jasmine Zhao / Project Engineer

*Date* *Name/Position*

*Test result is drawn according to the kind and extent of tests performed.  
This test report relates to the a. m. 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.*

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**Material List:**
Item: IP PHONE  
F3P/F3CP/F4G/H3/H5

Material No.	Material	Color	Location
M001	Plastic	Black	Refer to photo
M005	Plastic + printing + adhesive	Silvery/ black	Refer to photo
M006	Plastic + printing + adhesive	Silvery/ black	Refer to photo
M007	Metal + plating	Black	Refer to photo
M008	Plastic	Black	Refer to photo
M009	Metal + plating	Silvery	Refer to photo
M010	Metal + plating	Silvery	Refer to photo
M014	Plastic	Translucent	Refer to photo
M015	Plastic	Black	Refer to photo
M016	Paper	Black	Refer to photo
M017	Coating	Silvery	Refer to photo
M018	Plastic	White	Refer to photo
M019	Foam	Black	Refer to photo
M020	Metal	Silvery	Refer to photo
M021	Metal	Silvery	Refer to photo
M022	Metal	Copper	Refer to photo
M023	Solder	Silvery	Refer to photo
M024	PCB board	White	Refer to photo
M025	Paper	Yellow	Refer to photo
M026	Metal	Red	Refer to photo
M027	Textile	Yellow	Refer to photo
M028	Magnet	Silvery	Refer to photo
M029	Plastic	Red	Refer to photo
M030	Plastic	Black	Refer to photo
M031	Metal	Silvery	Refer to photo
M032	Plastic	White	Refer to photo

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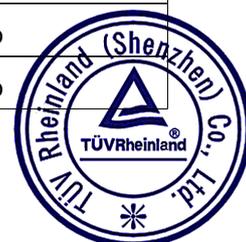
M033	Plastic	Blue	Refer to photo
M034	Plastic	White	Refer to photo
M035	Plastic	Black	Refer to photo
M041	Plastic + printing	Yellow/ black	Refer to photo
M042	Plastic	Black	Refer to photo
M043	Metal	Silvery	Refer to photo
M044	Solder	Silvery	Refer to photo
M045	PCB board	Green	Refer to photo
M046	Textile	Black	Refer to photo
M050	Plastic	Brown	Refer to photo
M051	Plastic	Black	Refer to photo
M060	Plastic	Transparent	Refer to photo
M061	Plastic	White	Refer to photo
M062	Plastic + printing + adhesive	White/ black	Refer to photo
M063	Plastic	White	Refer to photo
M070	Metal	Silvery	Refer to photo
M071	Plastic	Black	Refer to photo
M072	Plastic + coating	Black	Refer to photo
M073	Magnet	Metallic	Refer to photo
M074	Metal	Copper	Refer to photo
M079	Plastic + printing	Black/ white	Refer to photo
M080	Magnet	Blue	Refer to photo
M081	Metal	Silvery	Refer to photo
M089	Metal	Silvery	Refer to photo
M090	Plastic	White	Refer to photo
M095	Plastic + printing	Black/ white	Refer to photo
M096	Metal	Silvery	Refer to photo
M097	Plastic	Black	Refer to photo
M106	Metal	Silvery	Refer to photo
M107	PCB board	Beige	Refer to photo
M108	Metal	Silvery	Refer to photo
M121	Plastic	Black	Refer to photo



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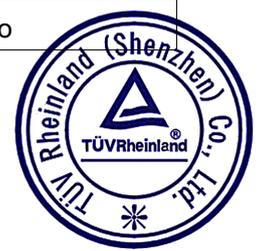
M122	Metal	Silvery	Refer to photo
M123	Plastic	Green	Refer to photo
M124	Plastic	Grey	Refer to photo
M125	Foam	Black	Refer to photo
M126	Textile	Black	Refer to photo
M127	Paper	White	Refer to photo
M128	Plastic	Black	Refer to photo
M129	Metal	Silvery	Refer to photo
M130	Solder	Silvery	Refer to photo
M131	PCB board	Green	Refer to photo
M132	Metal	Silvery	Refer to photo
M133	Plastic	Transparent	Refer to photo
M134	Metal	Red	Refer to photo
M135	Magnet	Silvery	Refer to photo
M140	Plastic + printing	Black/ white	Refer to photo
M141	Metal	Copper	Refer to photo
M169	Plastic + printing	Black/ white	Refer to photo
M170	Plastic	Black	Refer to photo
M171	Plastic	Transparent	Refer to photo
M172	Plastic	Green	Refer to photo
M173	Plastic	Green/ white	Refer to photo
M174	Plastic	Orange	Refer to photo
M175	Plastic	Orange/ white	Refer to photo
M176	Plastic	Blue	Refer to photo
M177	Plastic	Blue/ white	Refer to photo
M178	Plastic	Brown	Refer to photo
M179	Plastic	Brown/ white	Refer to photo
M180	Plastic	Black	Refer to photo
M181	Plastic	Transparent	Refer to photo
M182	Plastic	Yellow	Refer to photo
M183	Plastic	Brown	Refer to photo
M184	Plastic	Green	Refer to photo



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M185	Plastic	Red	Refer to photo
M186	Textile	White	Refer to photo
M189	Plastic	Transparent	Refer to photo
M190	Plastic + printing	Black/ white	Refer to photo
M191	Plastic + printing	Grey/ white	Refer to photo
M192	Plastic	Translucent	Refer to photo
M193	Plastic	Translucent	Refer to photo
M194	Foam	Black	Refer to photo
M195	Metal	Silvery	Refer to photo
M196	Magnet	Silvery	Refer to photo
M197	Metal	Silvery	Refer to photo
M198	Solder	Silvery	Refer to photo
M199	PCB board	White	Refer to photo
M200	Magnet	Silvery	Refer to photo
M201	Solder	Silvery	Refer to photo
M202	PCB board	Yellow	Refer to photo
M203	Plastic	Black/ translucent	Refer to photo
M204	Plastic	Translucent white	Refer to photo
M205	Plastic + printing	Black/ white	Refer to photo
M206	Plastic + printing	Grey	Refer to photo
M207	Electronic components	Black/ white	Refer to photo
M208	Plastic + printing	Black/ white	Refer to photo
M209	Electronic components	Black/ white	Refer to photo
M210	Solder	Silvery	Refer to photo
M211	PCB board	Green	Refer to photo
M212	Plastic	Black	Refer to photo
M213	Electronic components	Black	Refer to photo
M214	Solder	Silvery	Refer to photo
M215	PCB board	Green/ beige	Refer to photo
M216	Foam	Black	Refer to photo
M217	Plastic	Transparent grey	Refer to photo
M218	Glass	Transparent	Refer to photo



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M219	Electronic components	White/ yellow	Refer to photo
M220	PCB board	White	Refer to photo
M221	Plastic	Translucent silvery	Refer to photo
M222	Plastic	Transparent silvery	Refer to photo
M223	Plastic	Translucent white	Refer to photo
M224	Plastic + printing	Transparent/ black/ white	Refer to photo
M225	Plastic + printing	Black/ white	Refer to photo
M226a	Coating	Silvery	Refer to photo
M226b	Plastic	White	Refer to photo
M227	Solder	Silvery	Refer to photo
M228	PCB board	Green	Refer to photo
M229	Solder	Silvery	Refer to photo
M230	PCB board	Green	Refer to photo
M231	Solder	Silvery	Refer to photo
M232	PCB board	Yellow/ green	Refer to photo
M233	Plastic	White	Refer to photo
M234	Metal	Copper	Refer to photo
M235	Glue	Translucent	Refer to photo
M236	Plastic + printing	Black/ white	Refer to photo
M237	Plastic + printing	Black/ white	Refer to photo
M238	Plastic + printing	Black/ white	Refer to photo
M239	Electronic components	Black/ white	Refer to photo
M240	Plastic	Transparent green	Refer to photo
M241	Plastic	Translucent	Refer to photo
M242	Textile	Yellow	Refer to photo
M243	Plastic + printing	Black/ white	Refer to photo
M244	Plastic	Black	Refer to photo
M245	Plastic	Black	Refer to photo
M246	Metal	Silvery	Refer to photo
M247	Metal	Silvery	Refer to photo
M248	Plastic	Black	Refer to photo
M249	Metal	Silvery	Refer to photo



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M250	Plastic + printing + adhesive	Yellow/ black	Refer to photo
M251	Plastic	Black	Refer to photo
M252	Metal	Copper	Refer to photo
M253	Magnet	Metallic	Refer to photo
M254	Plastic	Translucent	Refer to photo
M255	Plastic + printing	Black/ white	Refer to photo
M256	Metal	Silvery	Refer to photo
M257	Plastic	Black	Refer to photo
M258	Electronic components	Blue	Refer to photo
M259	Electronic components	Black	Refer to photo
M260	Electronic components	Grey/ multicolor	Refer to photo
M261	Plastic	Black	Refer to photo
M262	Plastic	Black	Refer to photo
M263	Solder	Silvery	Refer to photo
M264	PCB board	Green	Refer to photo
M265	PCB board	Green	Refer to photo
M266	Card board	Brown/ light brown	Refer to photo
M267	Paper + printing + adhesive	White/ black	Refer to photo
M268	Card board	Light brown	Refer to photo
M269	Plastic	Transparent	Refer to photo
M270	Plastic + printing	Transparent/ green	Refer to photo
M271	Plastic	Black	Refer to photo
M272	Metal	Silvery	Refer to photo
M274	Plastic	Transparent/ blue	Refer to photo
M281	Plastic	White	Refer to photo
M283	Plastic	Transparent silvery	Refer to photo
M284	Plastic	Transparent	Refer to photo
M285	Plastic	Translucent white	Refer to photo
M286	Plastic	White	Refer to photo
M287	Plastic	White	Refer to photo
M288	Metal	Silvery	Refer to photo

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M289	Plastic + adhesive	Transparent grey	Refer to photo
M290	Glass	Transparent grey	Refer to photo
M291	PCB board	Multicolor	Refer to photo



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**1. Packaging Waste Heavy Metal Test - 94/62/EC**

 Test Method: Acid digestion, analyzed by ICP-OES  
For Cr (VI) - EN 62321:2009

**Result:**

Test No.	Material No.	Test Parameter	Unit	RL	Regulatory Requirement	Result
T002	M269 + M274	Pb	mg/kg	10	100 (total of Pb, Cd, Cr(VI) and Hg)	n.d.
		Cd	mg/kg	10		n.d.
		Cr (VI)	mg/kg	10		n.d.
		Hg	mg/kg	10		n.d.
T003	M270 + M271	Pb	mg/kg	10	100 (total of Pb, Cd, Cr(VI) and Hg)	n.d.
		Cd	mg/kg	10		n.d.
		Cr (VI)	mg/kg	10		n.d.
		Hg	mg/kg	10		n.d.
T004	M272	Pb	mg/kg	10	100 (total of Pb, Cd, Cr(VI) and Hg)	88
		Cd	mg/kg	10		n.d.
		Cr (VI)	mg/kg	10		n.d.
		Hg	mg/kg	10		n.d.
T001	M266 + M268	Pb	mg/kg	10	100 (total of Pb, Cd, Cr(VI) and Hg)	6
		Cd	mg/kg	10		n.d.
		Cr (VI)	mg/kg	10		n.d.
		Hg	mg/kg	10		n.d.
T006	M267	Pb	mg/kg	10	100 (total of Pb, Cd, Cr(VI) and Hg)	n.d.
		Cd	mg/kg	10		n.d.
		Cr (VI)	mg/kg	10		n.d.
		Hg	mg/kg	10		n.d.

**Abbreviation:** n.d. = not detected (< Reporting Limit)  
 RL = Reporting Limit  
 mg/kg = milligram per kilogram  
 Pass = the sum of 4 elements is less than or equal to 100 mg/kg.  
 Fail = the sum of 4 elements is over 100 mg/kg.  
 Uncertain = the sum of 4 elements fell into the uncertainty range.  
 N.A = Not Applicable

**Remark:**

\*1 According to "European Parliament and Council Directive 94/62/EC of 20 December 1994"; the maximum permissible limit of the sum of the concentration of Lead, Cadmium, Mercury and Hexavalent Chromium is 100ppm.



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**2.Screening Test by XRF spectroscopy**

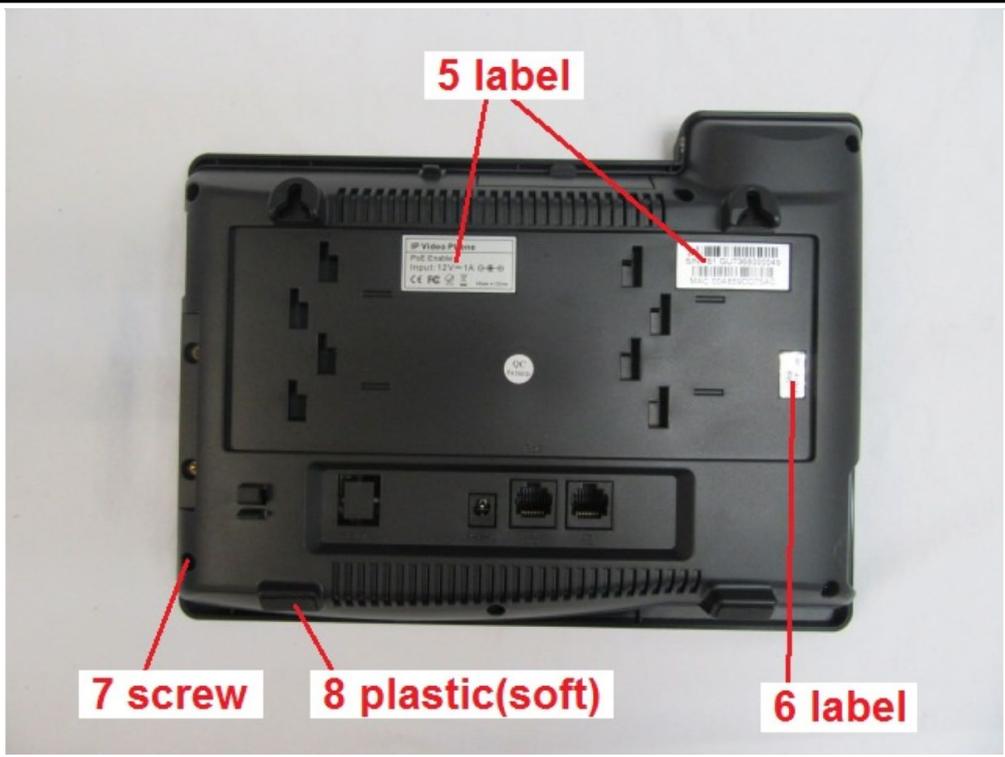
Test Method: Cadmium, Lead, Mercury, Chromium, Bromine  
-- With reference to IEC 62321-3-1:2013

**Test Result:**



Material No.	Cd	Cr <sup>^</sup>	Pb	Hg	Br <sup>^</sup>
M001	n.d.	n.d.	n.d.	n.d.	50

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Material No.	Cd	Cr^	Pb	Hg	Br^
M005	n.d.	n.d.	n.d.	n.d.	n.d.
M006	n.d.	n.d.	n.d.	n.d.	n.d.
M007	n.d.	d(*3)	248	n.d.	n.a.
M008	n.d.	n.d.	n.d.	n.d.	n.d.



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Material No.	Cd	Cr <sup>^</sup>	Pb	Hg	Br <sup>^</sup>
M009	n.d.	d(*3)	169	n.d.	n.a.



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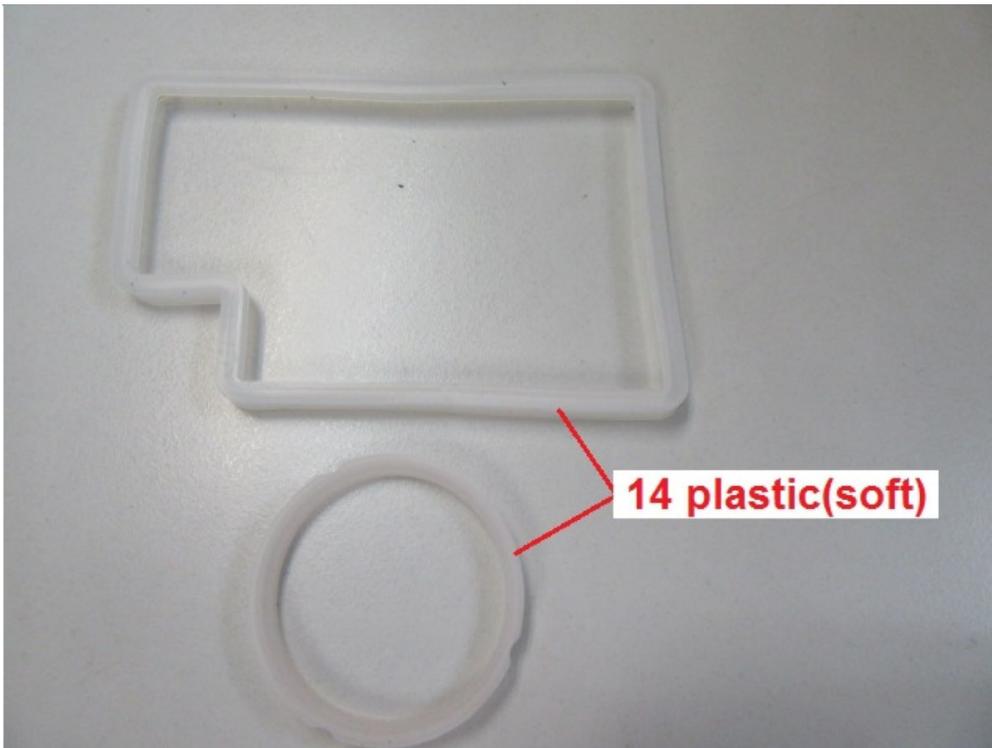


Material No.	Cd	Cr <sup>^</sup>	Pb	Hg	Br <sup>^</sup>
M010	n.d.	d(*3)	218	n.d.	n.a.



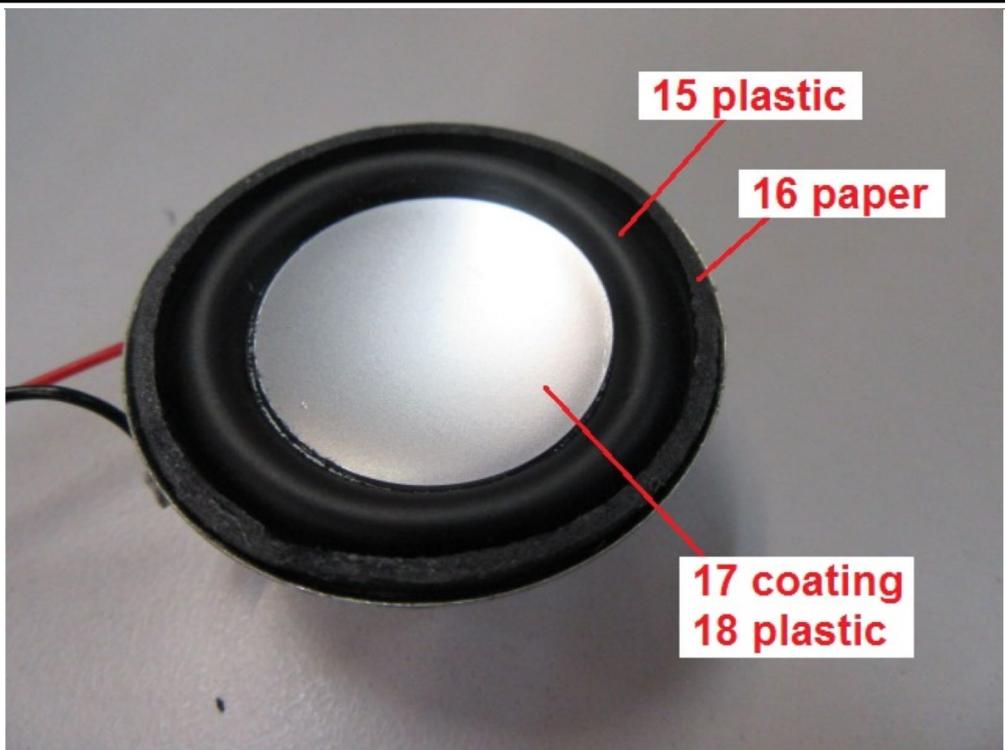
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Material No.	Cd	Cr^	Pb	Hg	Br^
M014	n.d.	n.d.	n.d.	n.d.	n.d.

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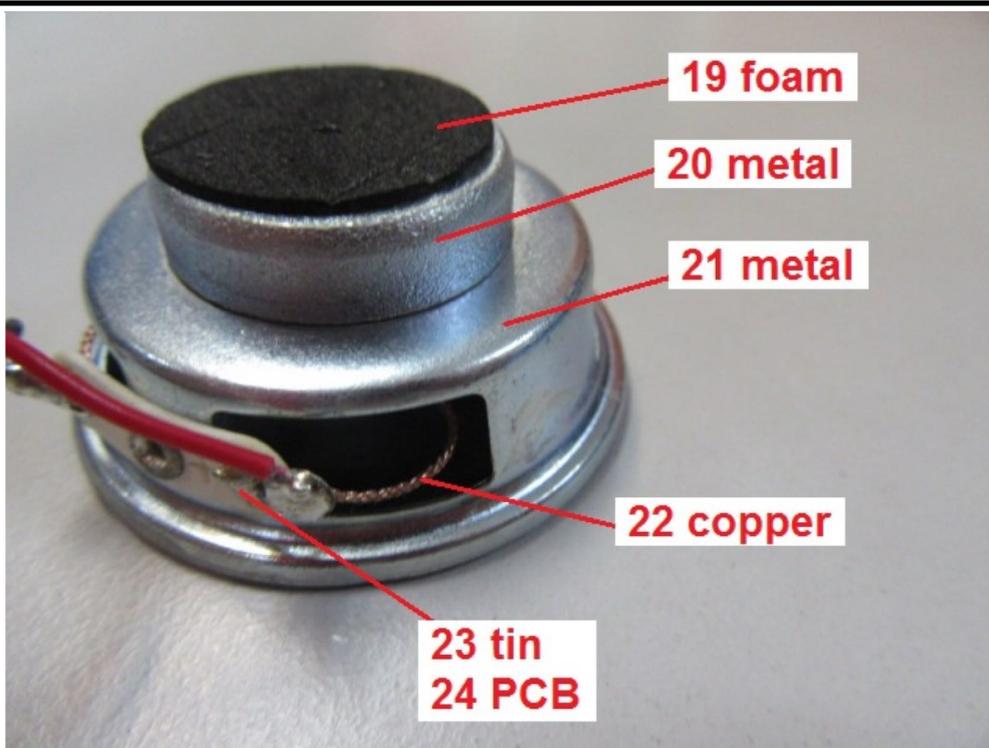


Material No.	Cd	Cr^	Pb	Hg	Br^
M015	n.d.	n.d.	n.d.	n.d.	n.d.
M016	n.d.	n.d.	n.d.	n.d.	n.d.
M017	n.d.	n.d.	n.d.	n.d.	n.d.
M018	n.d.	n.d.	n.d.	n.d.	n.d.



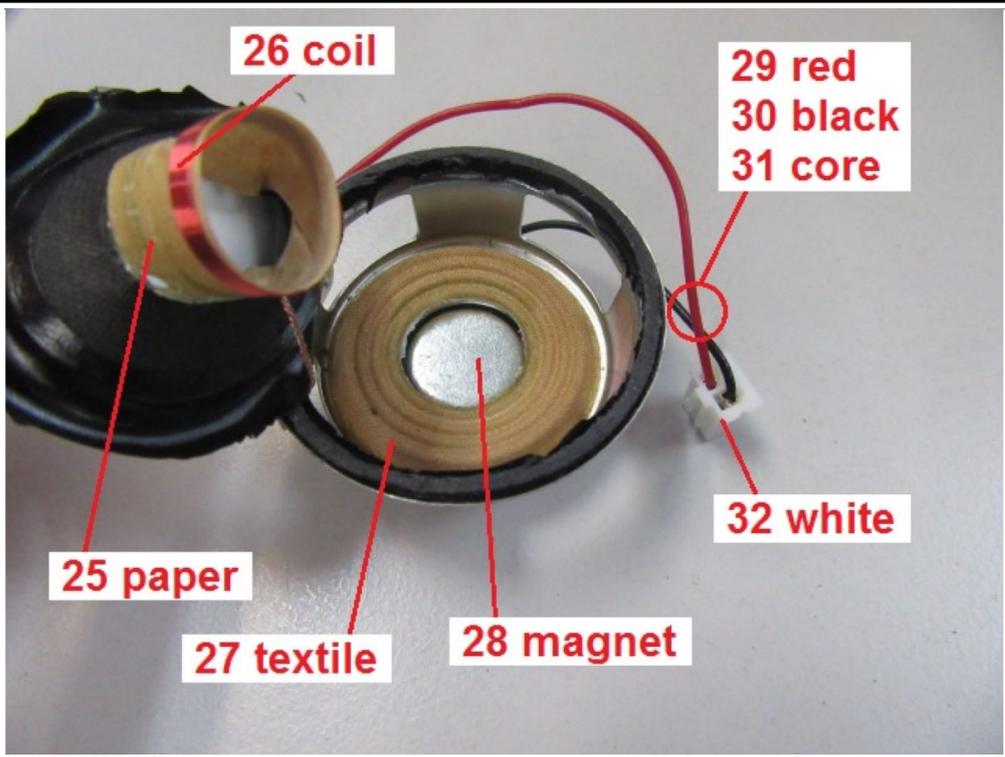
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Material No.	Cd	Cr^	Pb	Hg	Br^
M019	n.d.	n.d.	n.d.	n.d.	n.d.
M020	n.d.	d(*3)	d(*1)	n.d.	n.a.
M021	n.d.	d(*3)	n.d.	n.d.	n.a.
M022	n.d.	d(*3)	n.d.	n.d.	n.a.
M023	n.d.	d(*3)	n.d.	n.d.	n.a.
M024	n.d.	n.d.	n.d.	n.d.	55

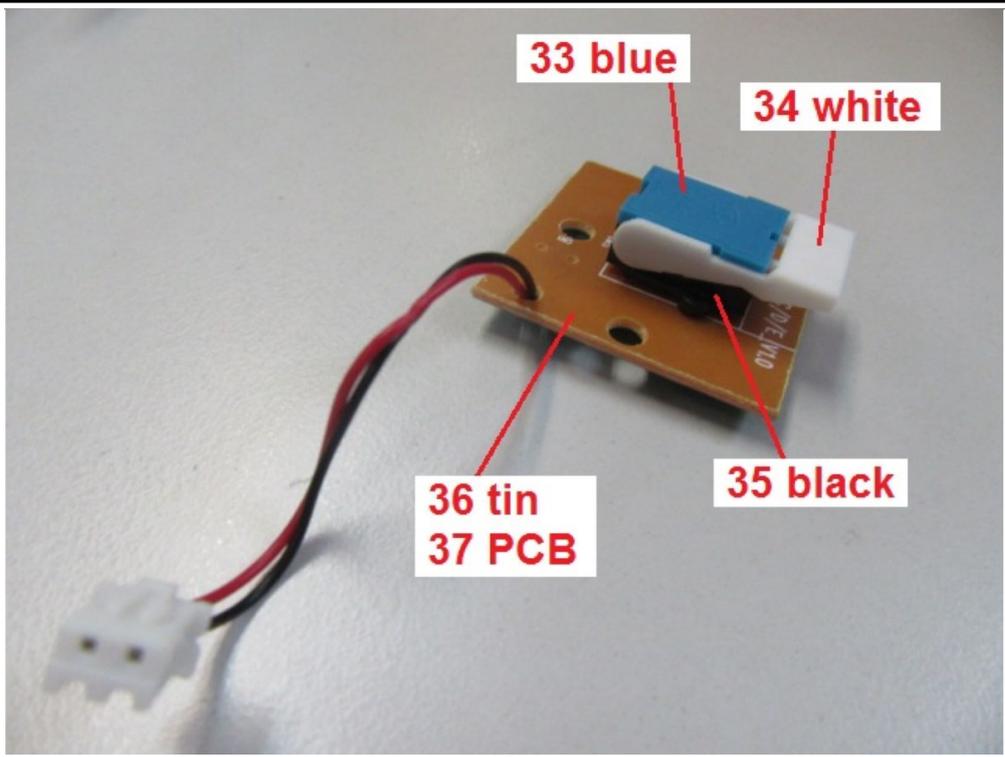
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Material No.	Cd	Cr^	Pb	Hg	Br^
M025	n.d.	n.d.	n.d.	n.d.	n.d.
M026	n.d.	d(*3)	n.d.	n.d.	n.a.
M027	n.d.	n.d.	n.d.	n.d.	n.d.
M028	d(*1)	n.d.	d(*1)	n.d.	n.a.
M029	n.d.	n.d.	n.d.	n.d.	n.d.
M030	n.d.	n.d.	n.d.	n.d.	n.d.
M031	n.d.	d(*3)	n.d.	n.d.	n.a.
M032	n.d.	n.d.	n.d.	n.d.	n.d.



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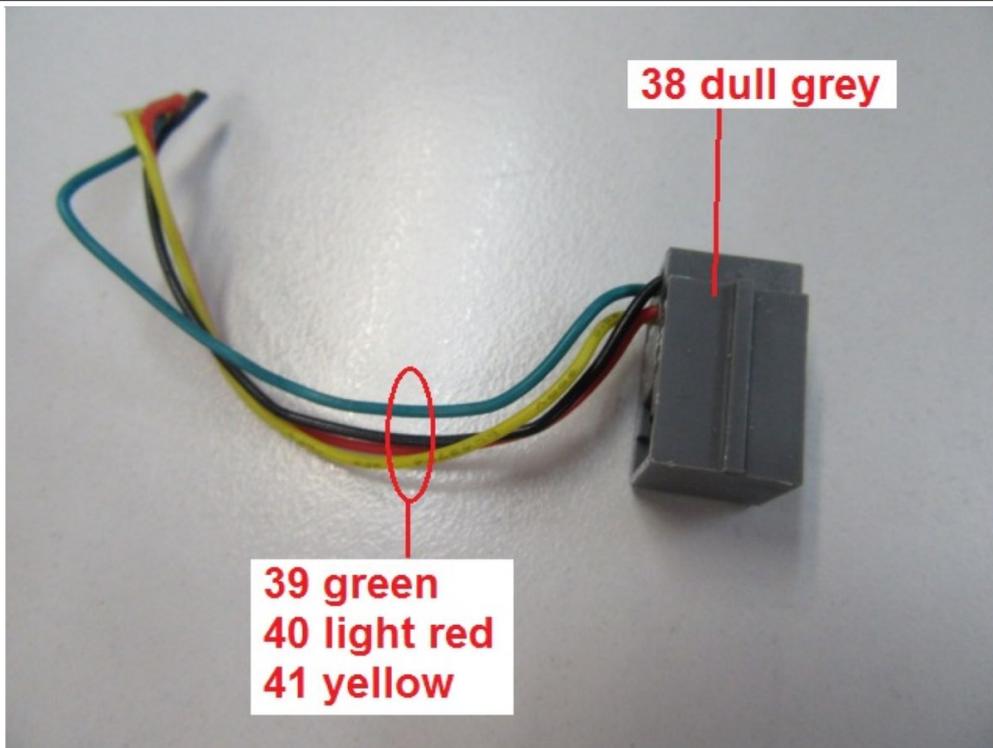


Material No.	Cd	Cr^	Pb	Hg	Br^
M033	n.d.	n.d.	n.d.	n.d.	n.d.
M034	n.d.	n.d.	n.d.	n.d.	n.d.
M035	n.d.	n.d.	n.d.	n.d.	d>(*1)



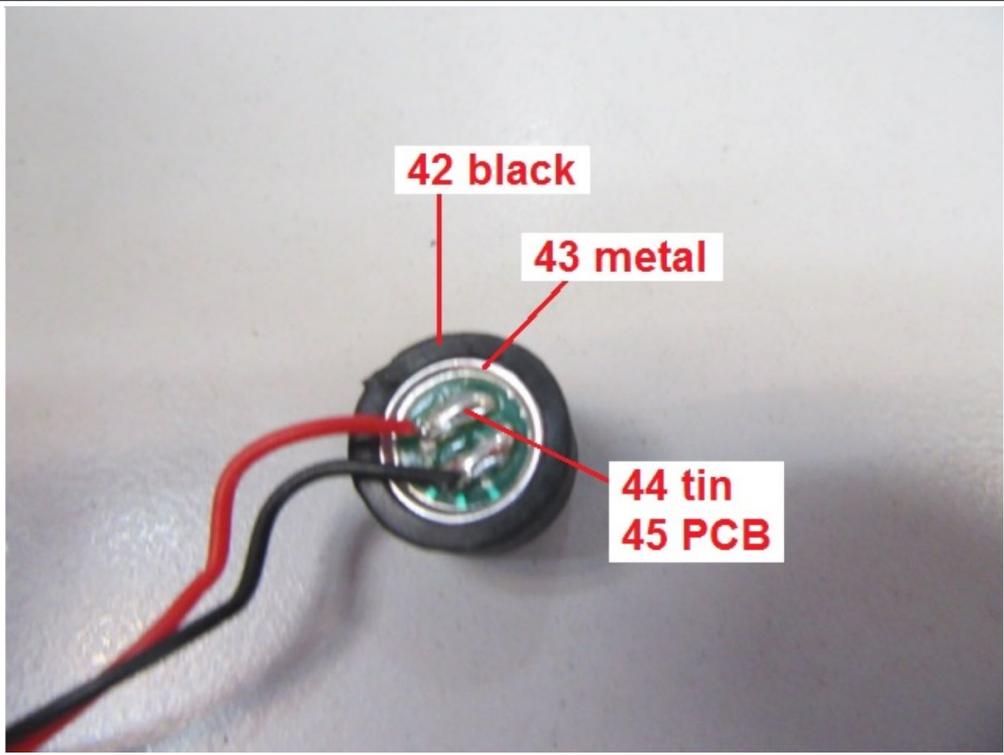
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Material No.	Cd	Cr^	Pb	Hg	Br^
M041	n.d.	n.d.	n.d.	n.d.	n.d.

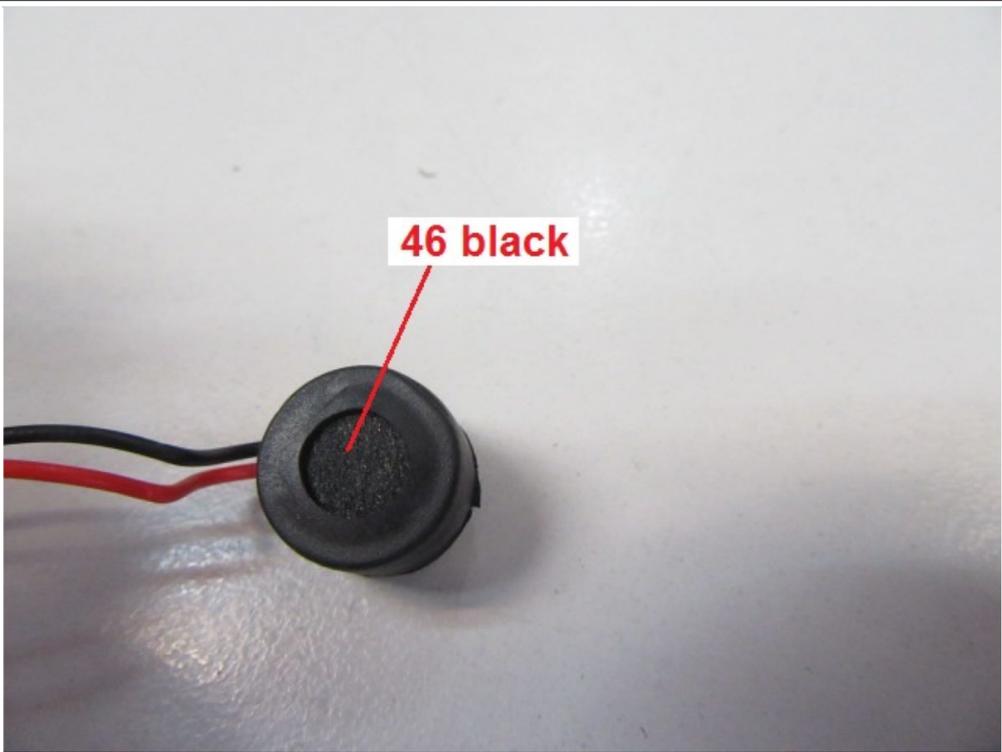
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Material No.	Cd	Cr^	Pb	Hg	Br^
M042	n.d.	n.d.	n.d.	n.d.	n.d.
M043	n.d.	d(*3)	n.d.	n.d.	n.a.
M044	n.d.	d(*3)	n.d.	n.d.	n.a.
M045	n.d.	n.d.	n.d.	n.d.	30



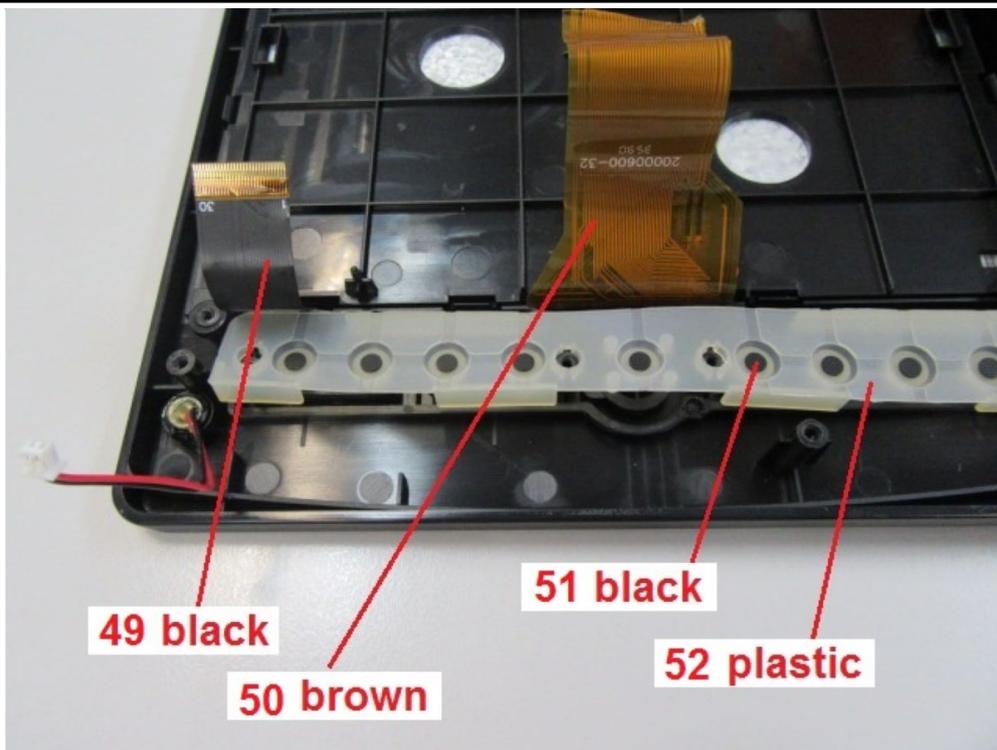
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Material No.	Cd	Cr <sup>^</sup>	Pb	Hg	Br <sup>^</sup>
M046	n.d.	n.d.	n.d.	n.d.	n.d.



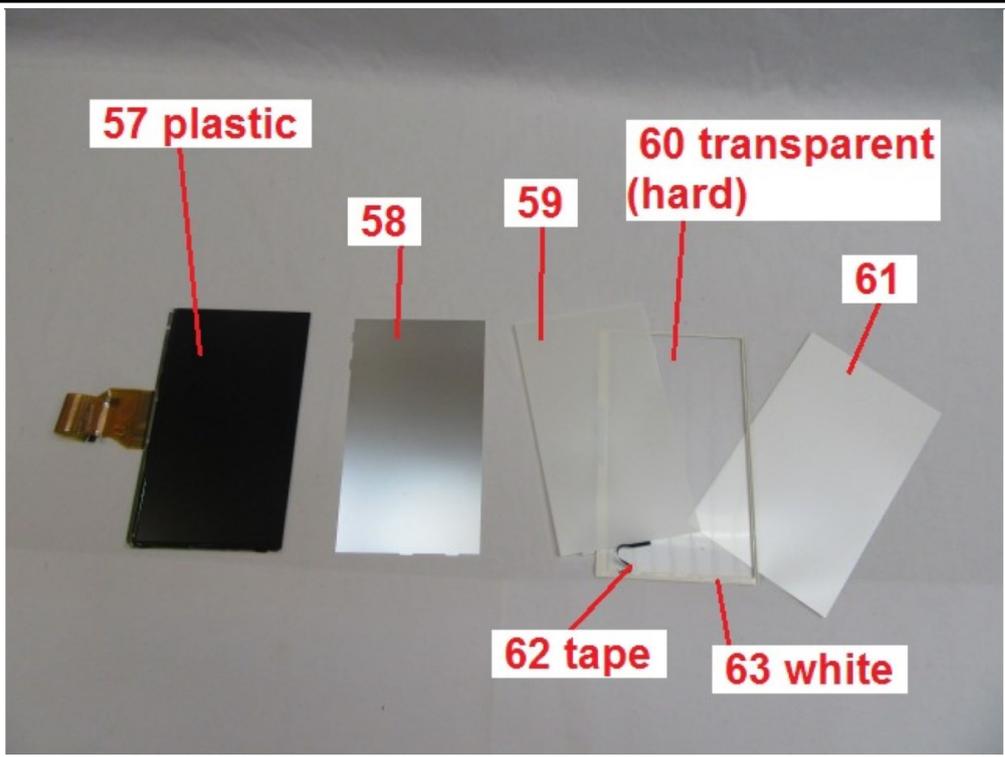
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Material No.	Cd	Cr^	Pb	Hg	Br^
M050	n.d.	n.d.	n.d.	n.d.	n.d.
M051	n.d.	n.d.	n.d.	n.d.	n.d.



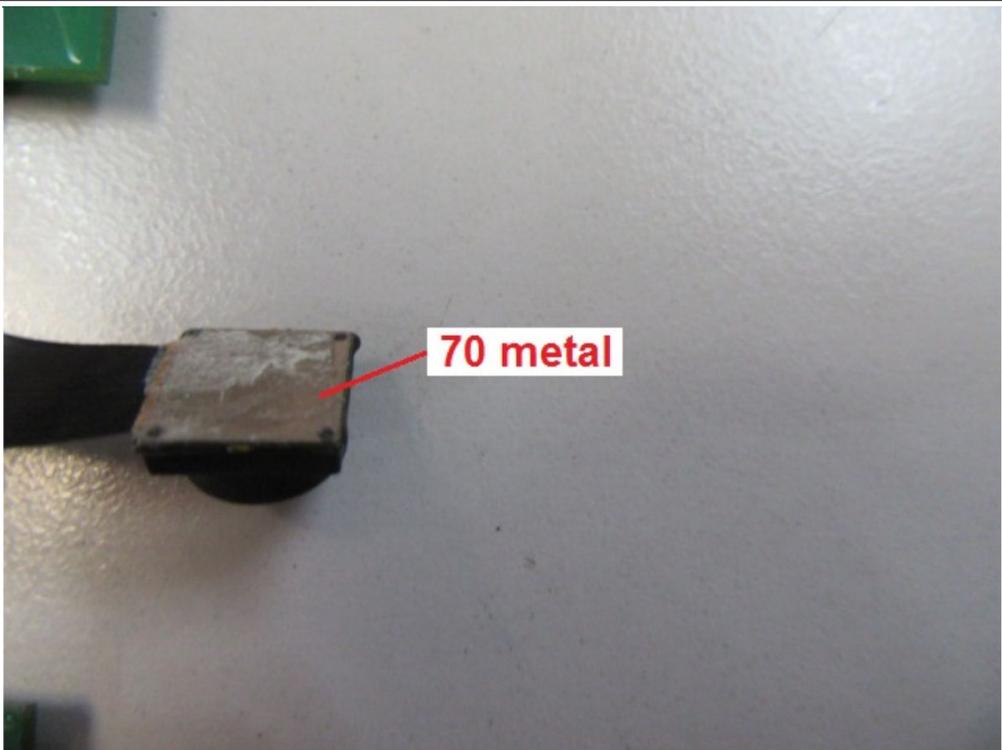
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Material No.	Cd	Cr^	Pb	Hg	Br^
M060	n.d.	n.d.	n.d.	n.d.	n.a.
M061	n.d.	n.d.	n.d.	n.d.	n.d.
M062	n.d.	n.d.	n.d.	n.d.	n.d.
M063	n.d.	n.d.	n.d.	n.d.	11



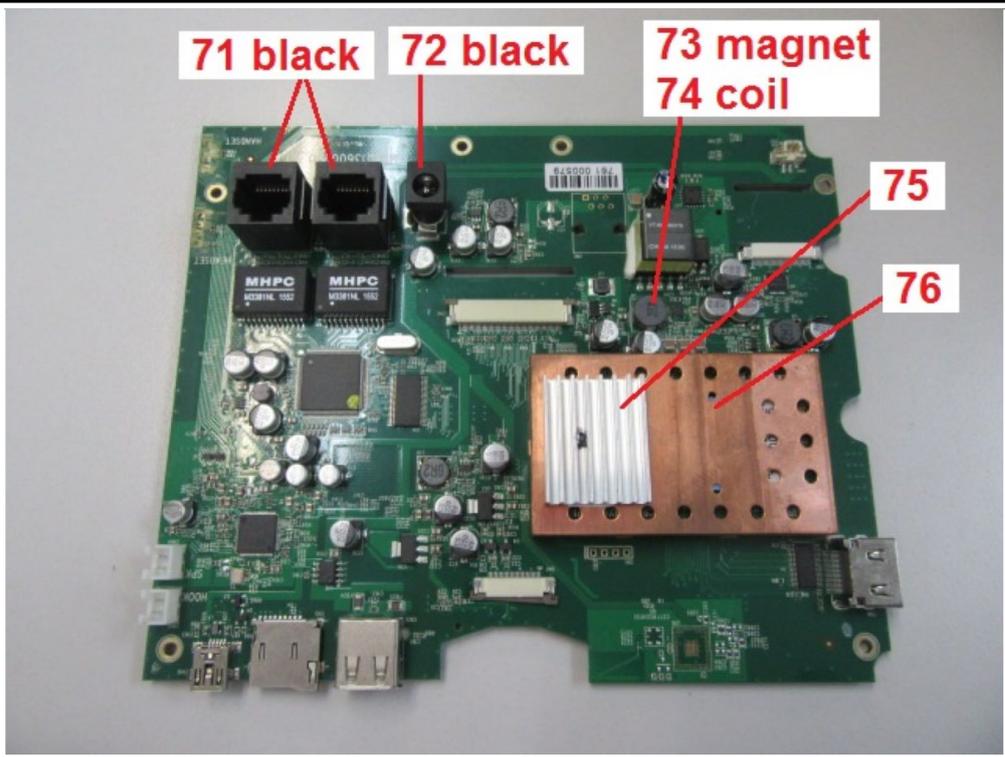
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Material No.	Cd	Cr <sup>^</sup>	Pb	Hg	Br <sup>^</sup>
M070	n.d.	d(*3)	n.d.	188	n.a.

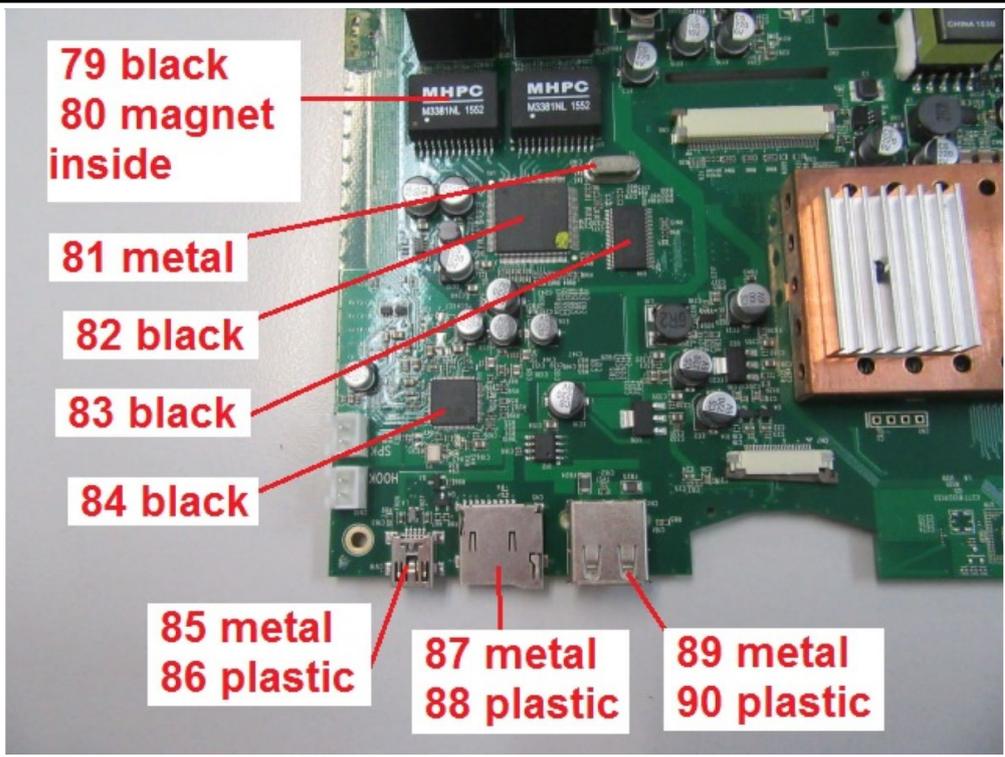


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Material No.	Cd	Cr^	Pb	Hg	Br^
M071	n.d.	n.d.	n.d.	n.d.	d(*1)
M072	n.d.	n.d.	n.d.	n.d.	25
M073	n.d.	d(*3)	n.d.	n.d.	n.a.
M074	n.d.	d(*3)	n.d.	n.d.	n.a.

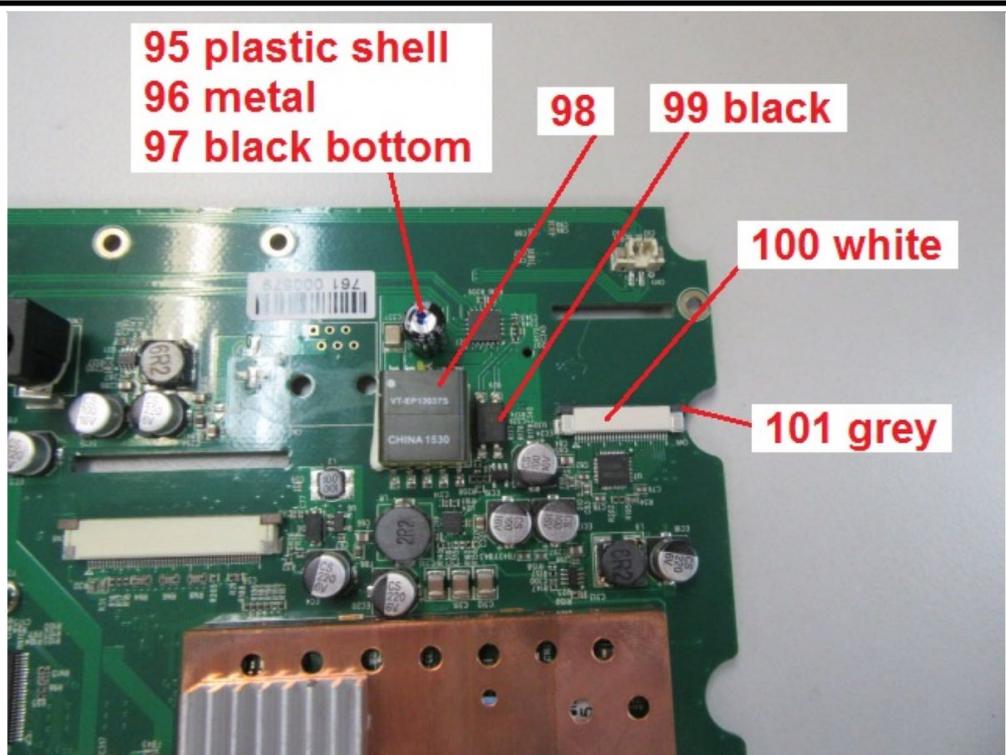




Material No.	Cd	Cr^	Pb	Hg	Br^
M079	n.d.	n.d.	n.d.	n.d.	n.d.
M080	n.d.	d(*3)	n.d.	n.d.	n.a.
M081	n.d.	d(*3)	n.d.	n.d.	n.a.
M089	n.d.	d(*3)	197	n.d.	n.a.
M090	n.d.	n.d.	n.d.	n.d.	n.d.



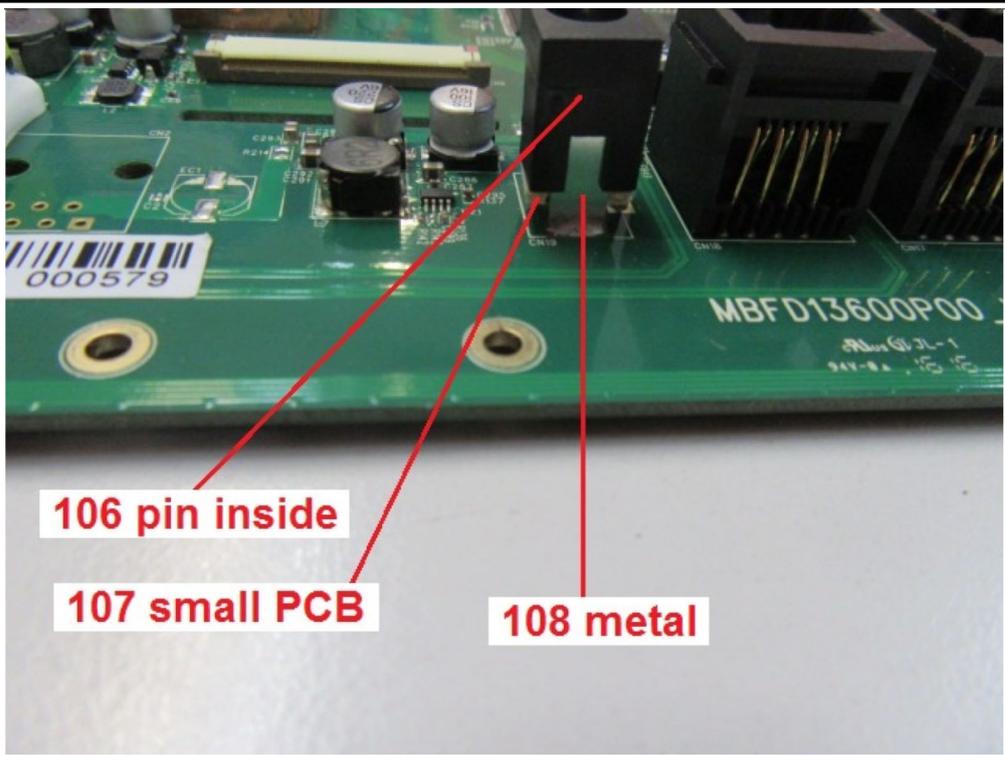
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Material No.	Cd	Cr^	Pb	Hg	Br^
M095	n.d.	n.d.	n.d.	n.d.	n.d.
M096	n.d.	d(*3)	n.d.	n.d.	n.a.
M097	n.d.	n.d.	n.d.	n.d.	n.d.



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Material No.	Cd	Cr^	Pb	Hg	Br^
M106	n.d.	d(*3)	n.d.	n.d.	n.a.
M107	n.d.	n.d.	n.d.	n.d.	n.d.
M108	n.d.	d(*3)	n.d.	n.d.	n.a.



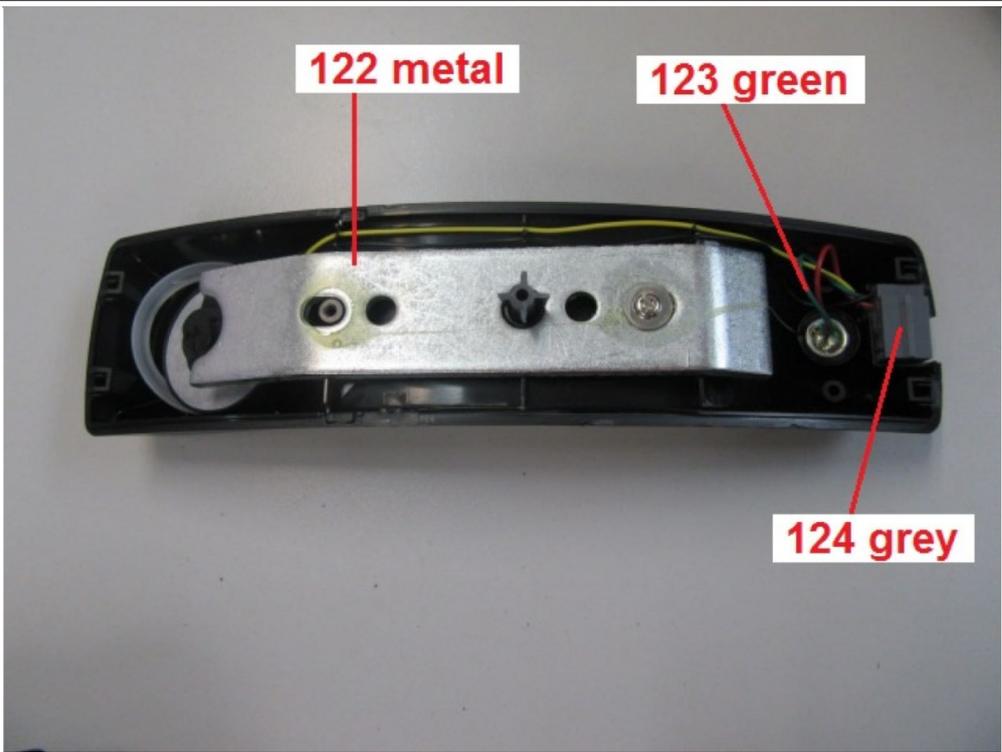
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Material No.	Cd	Cr <sup>^</sup>	Pb	Hg	Br <sup>^</sup>
M121	n.d.	n.d.	n.d.	n.d.	n.d.



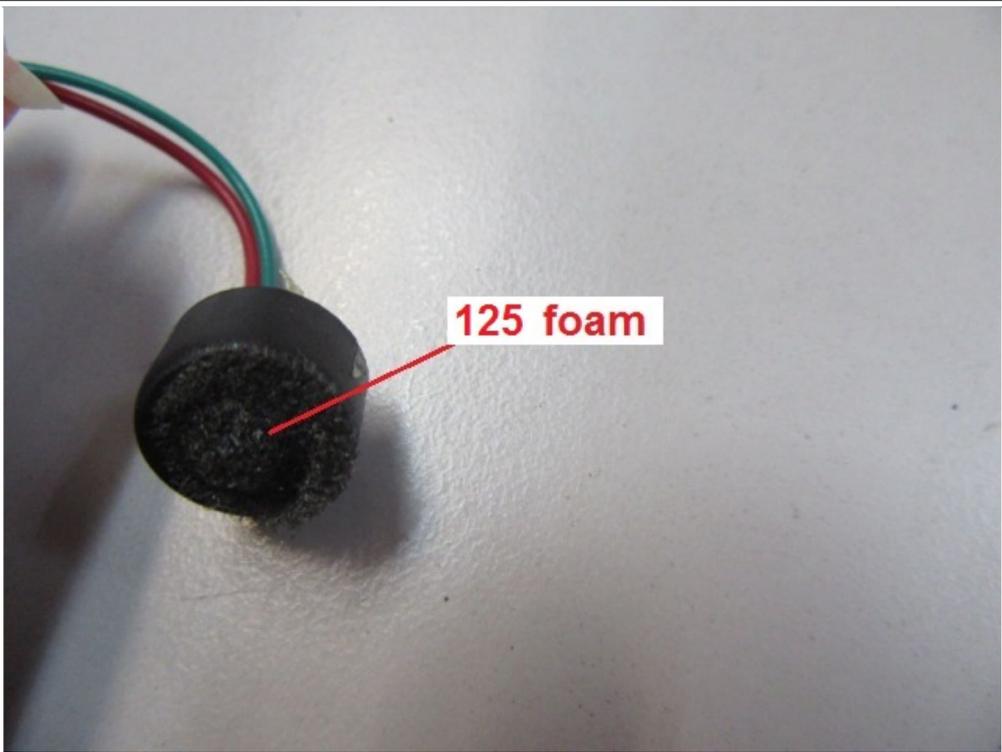
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Material No.	Cd	Cr <sup>^</sup>	Pb	Hg	Br <sup>^</sup>
M122	n.d.	d(*3)	n.d.	n.d.	n.a.
M123	n.d.	n.d.	n.d.	n.d.	14
M124	n.d.	n.d.	n.d.	n.d.	n.d.



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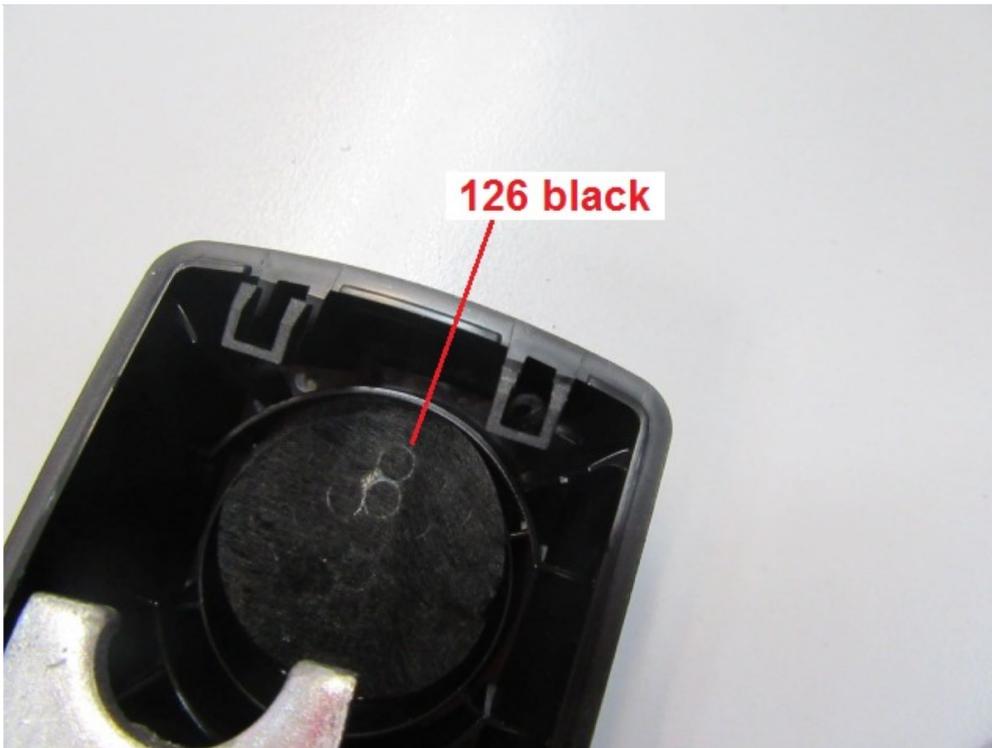


Material No.	Cd	Cr <sup>^</sup>	Pb	Hg	Br <sup>^</sup>
M125	n.d.	n.d.	n.d.	n.d.	n.d.



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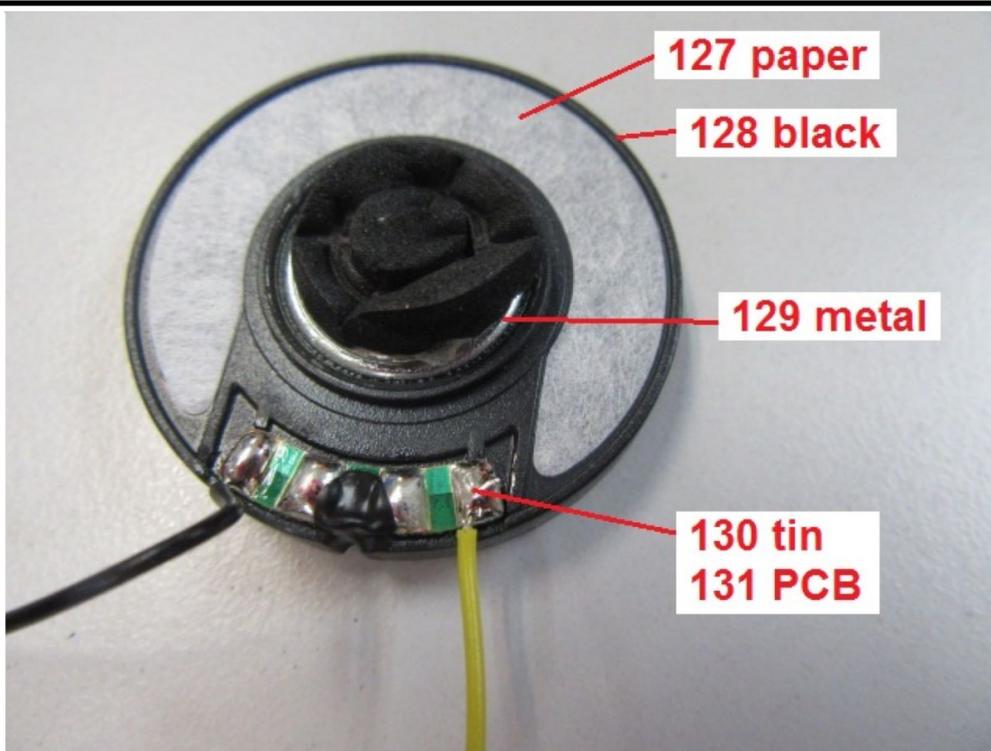


Material No.	Cd	Cr <sup>^</sup>	Pb	Hg	Br <sup>^</sup>
M126	n.d.	n.d.	n.d.	n.d.	n.d.



**Test Report No.: 0164073643d 001**

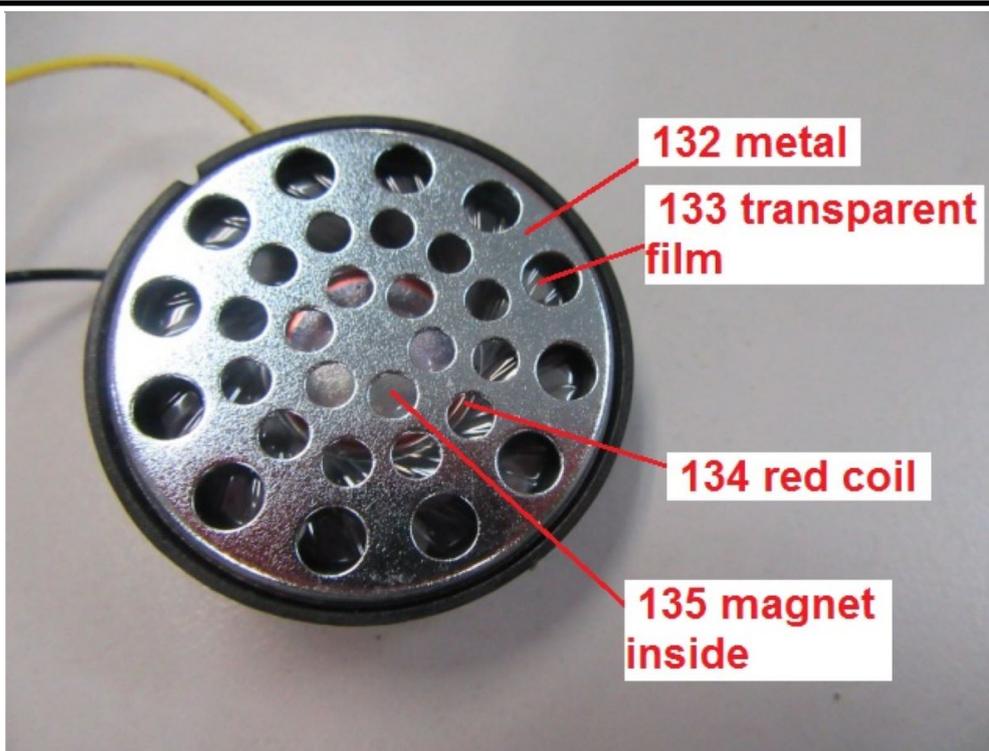
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Material No.	Cd	Cr <sup>^</sup>	Pb	Hg	Br <sup>^</sup>
M127	n.d.	n.d.	n.d.	n.d.	n.d.
M128	n.d.	n.d.	n.d.	n.d.	172
M129	n.d.	d(*3)	n.d.	n.d.	n.a.
M130	n.d.	d(*3)	n.d.	n.d.	n.a.
M131	n.d.	n.d.	n.d.	n.d.	d(*1)

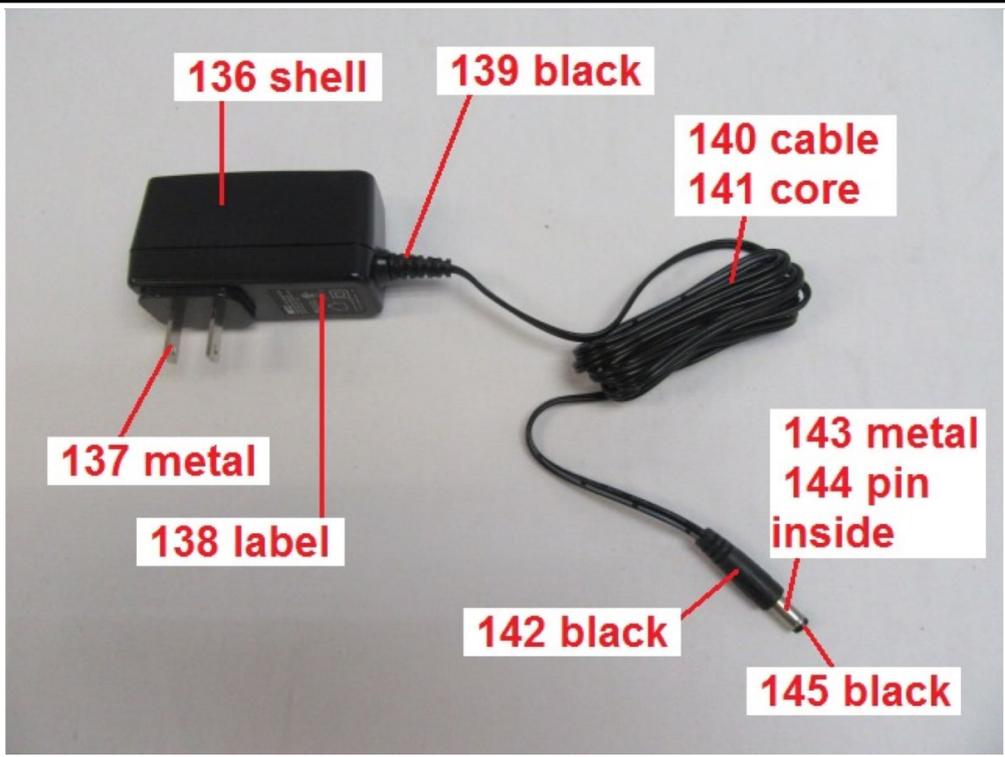
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Material No.	Cd	Cr <sup>^</sup>	Pb	Hg	Br <sup>^</sup>
M132	n.d.	d(*3)	323	n.d.	n.a.
M133	n.d.	n.d.	n.d.	n.d.	n.d.
M134	n.d.	d(*3)	n.d.	n.d.	n.a.
M135	n.d.	d(*3)	n.d.	n.d.	n.a.

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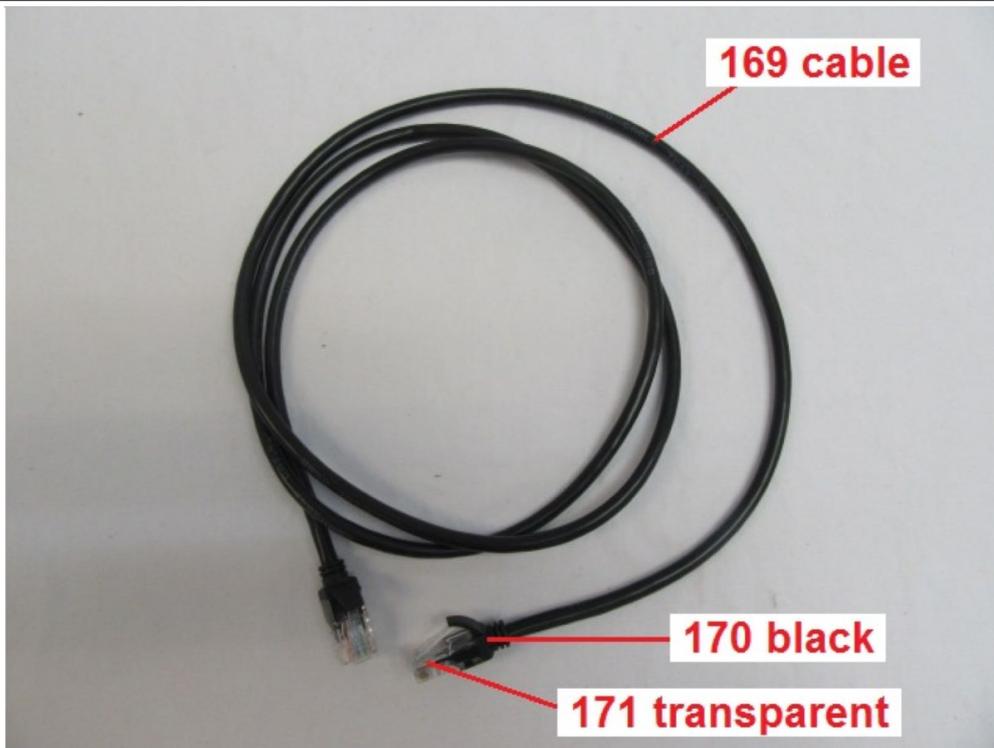


Material No.	Cd	Cr^	Pb	Hg	Br^
M140	n.d.	n.d.	n.d.	n.d.	n.d.
M141	n.d.	d(*3)	n.d.	n.d.	n.a.

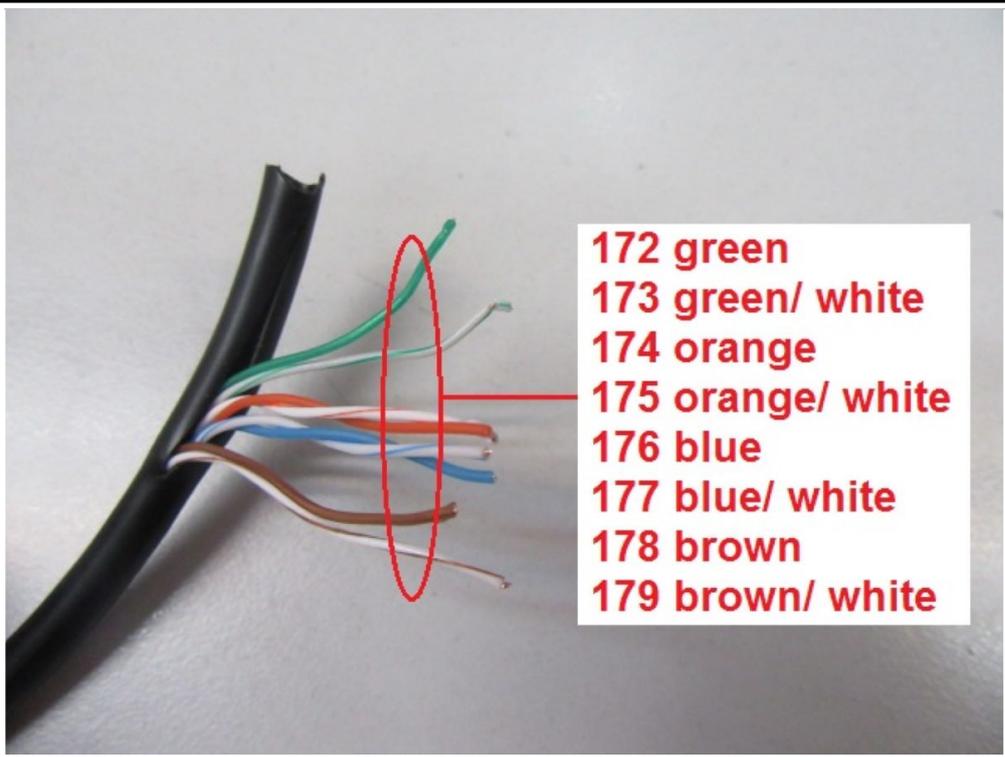


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Material No.	Cd	Cr^	Pb	Hg	Br^
M169	n.d.	n.d.	n.d.	n.d.	n.d.
M170	n.d.	n.d.	n.d.	n.d.	n.d.
M171	n.d.	n.d.	n.d.	n.d.	n.d.



Material No.	Cd	Cr <sup>^</sup>	Pb	Hg	Br <sup>^</sup>
M172	n.d.	n.d.	n.d.	n.d.	n.d.
M173	n.d.	n.d.	n.d.	n.d.	n.d.
M174	n.d.	n.d.	n.d.	n.d.	n.d.
M175	n.d.	n.d.	n.d.	n.d.	n.d.
M176	n.d.	n.d.	n.d.	n.d.	n.d.
M177	n.d.	n.d.	n.d.	n.d.	n.d.
M178	n.d.	n.d.	n.d.	n.d.	n.d.
M179	n.d.	n.d.	n.d.	n.d.	n.d.



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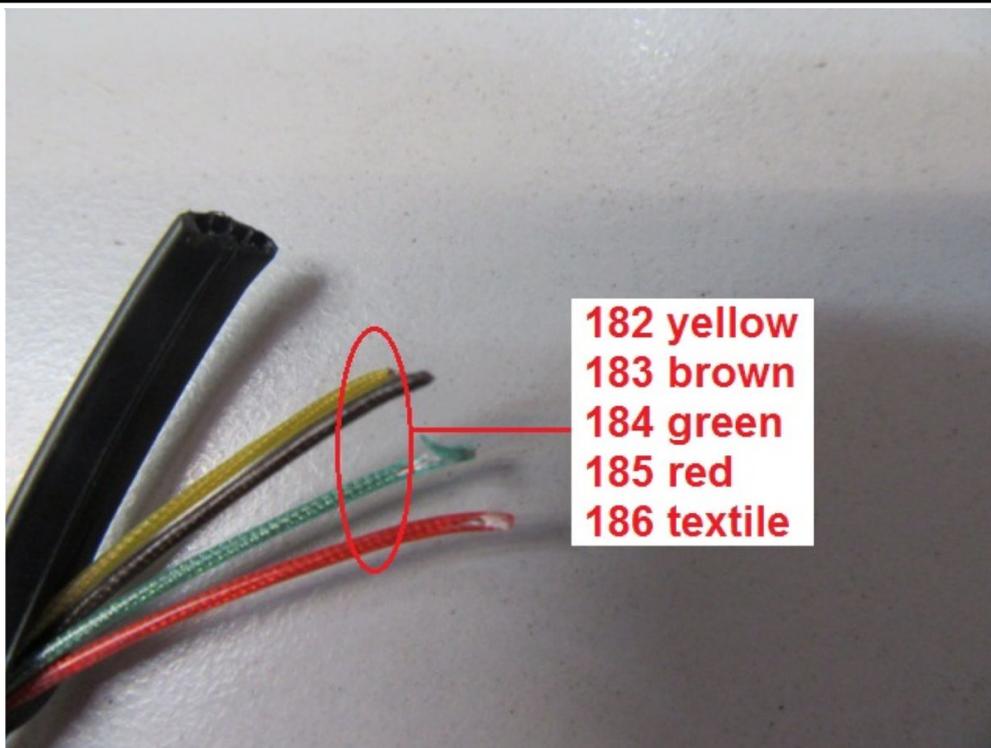


Material No.	Cd	Cr^	Pb	Hg	Br^
M180	n.d.	n.d.	n.d.	n.d.	n.d.
M181	n.d.	n.d.	n.d.	n.d.	n.d.



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Material No.	Cd	Cr^	Pb	Hg	Br^
M182	n.d.	n.d.	n.d.	n.d.	n.d.
M183	n.d.	n.d.	n.d.	n.d.	n.d.
M184	n.d.	n.d.	n.d.	n.d.	n.d.
M185	n.d.	n.d.	n.d.	n.d.	n.d.
M186	n.d.	n.d.	n.d.	n.d.	n.d.

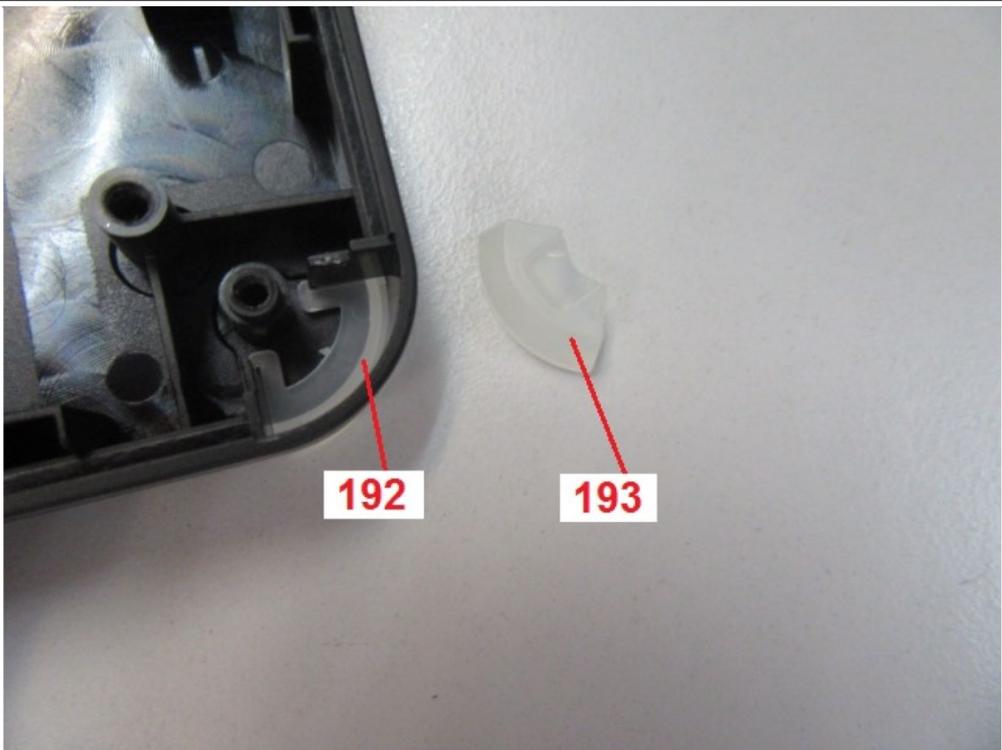
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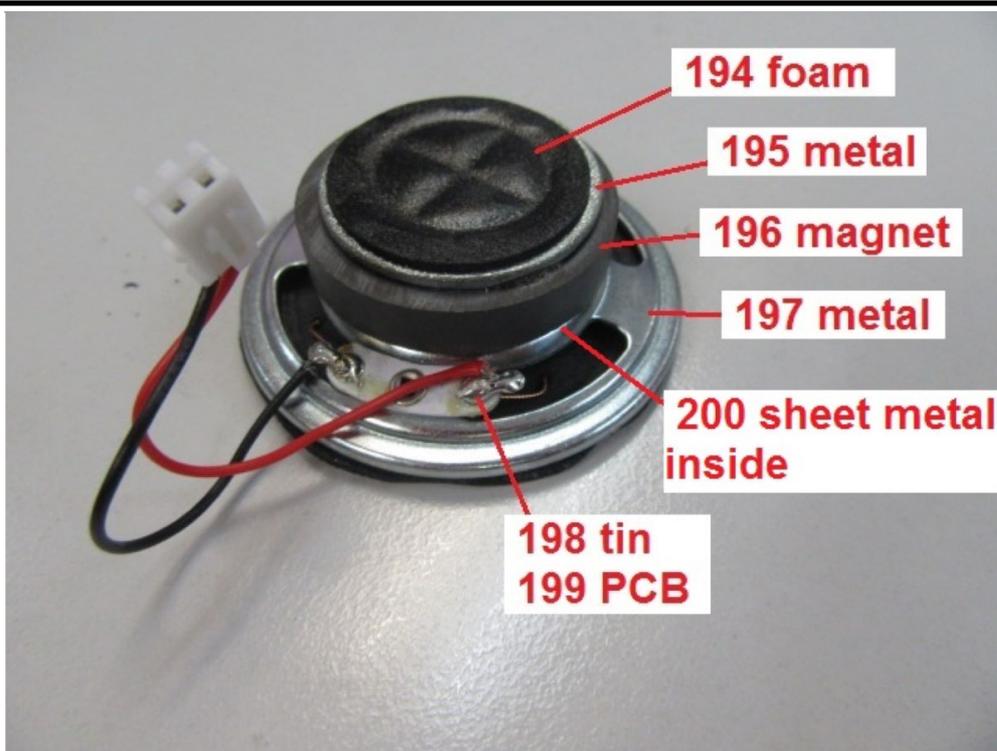
Material No.	Cd	Cr <sup>^</sup>	Pb	Hg	Br <sup>^</sup>
M189	n.d.	n.d.	n.d.	n.d.	n.d.
M190	n.d.	n.d.	n.d.	n.d.	n.d.
M191	n.d.	n.d.	n.d.	n.d.	n.d.

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Material No.	Cd	Cr <sup>^</sup>	Pb	Hg	Br <sup>^</sup>
M192	n.d.	n.d.	n.d.	n.d.	n.d.
M193	n.d.	n.d.	n.d.	n.d.	n.d.

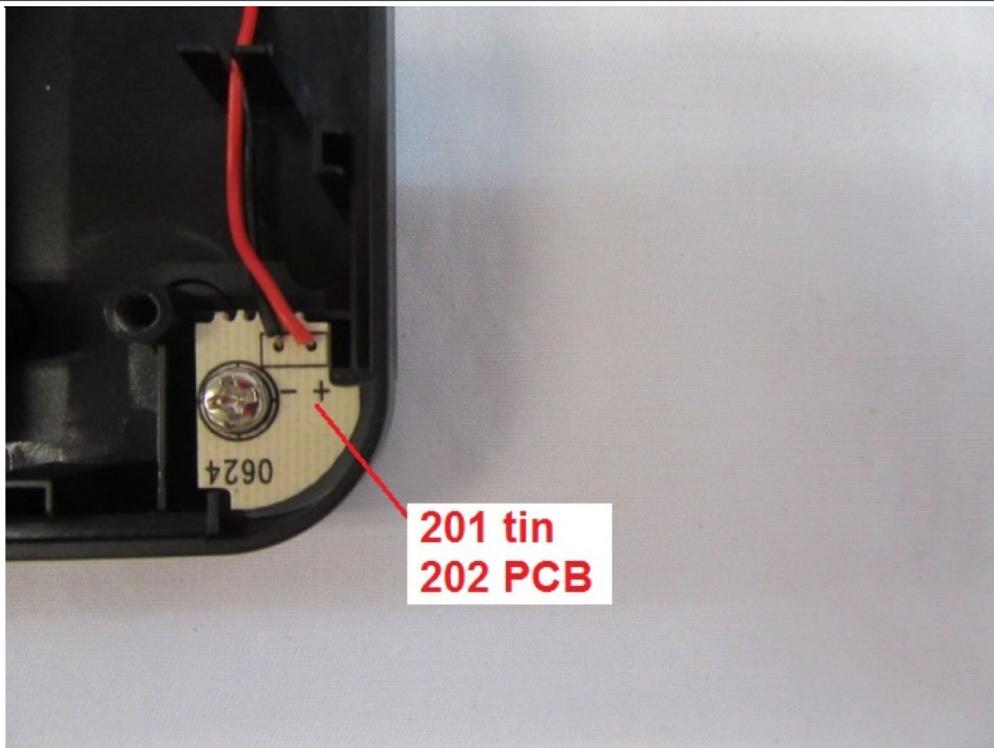




Material No.	Cd	Cr^	Pb	Hg	Br^
M194	n.d.	n.d.	12	n.d.	n.d.
M195	n.d.	d(*3)	n.d.	n.d.	n.a.
M196	n.d.	d(*3)	n.d.	n.d.	n.a.
M197	n.d.	d(*3)	172	n.d.	n.a.
M198	n.d.	d(*3)	n.d.	n.d.	n.a.
M199	n.d.	n.d.	n.d.	n.d.	n.d.
M200	n.d.	d(*3)	109	n.d.	n.a.

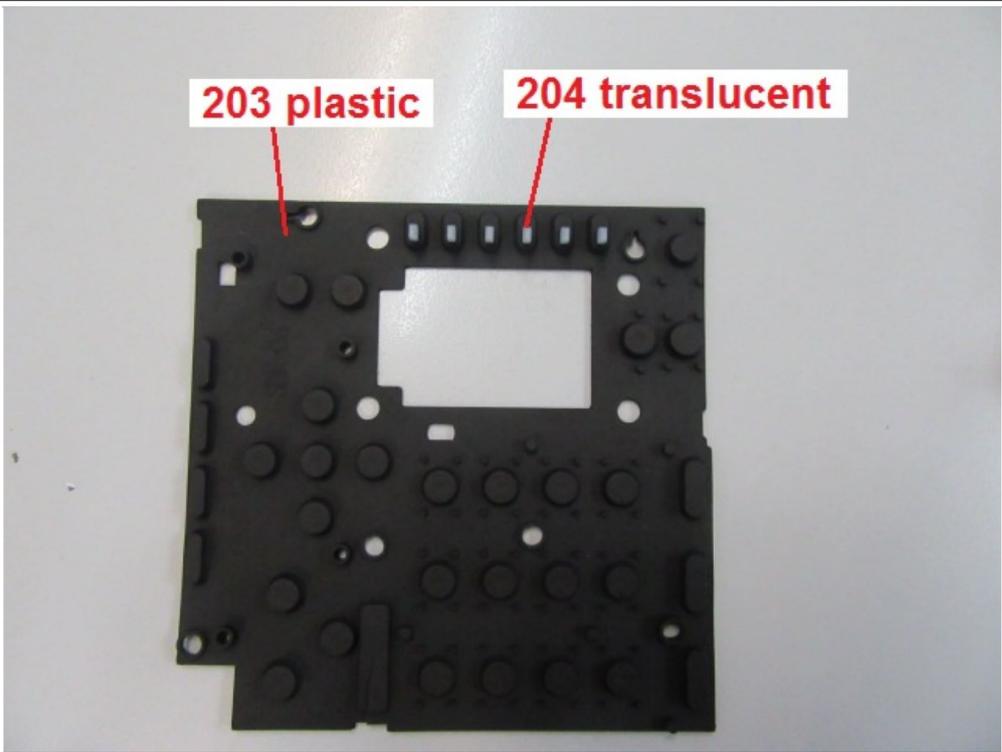
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Material No.	Cd	Cr <sup>^</sup>	Pb	Hg	Br <sup>^</sup>
M201	n.d.	d(*3)	n.d.	n.d.	n.a.
M202	n.d.	n.d.	n.d.	n.d.	d(*1)

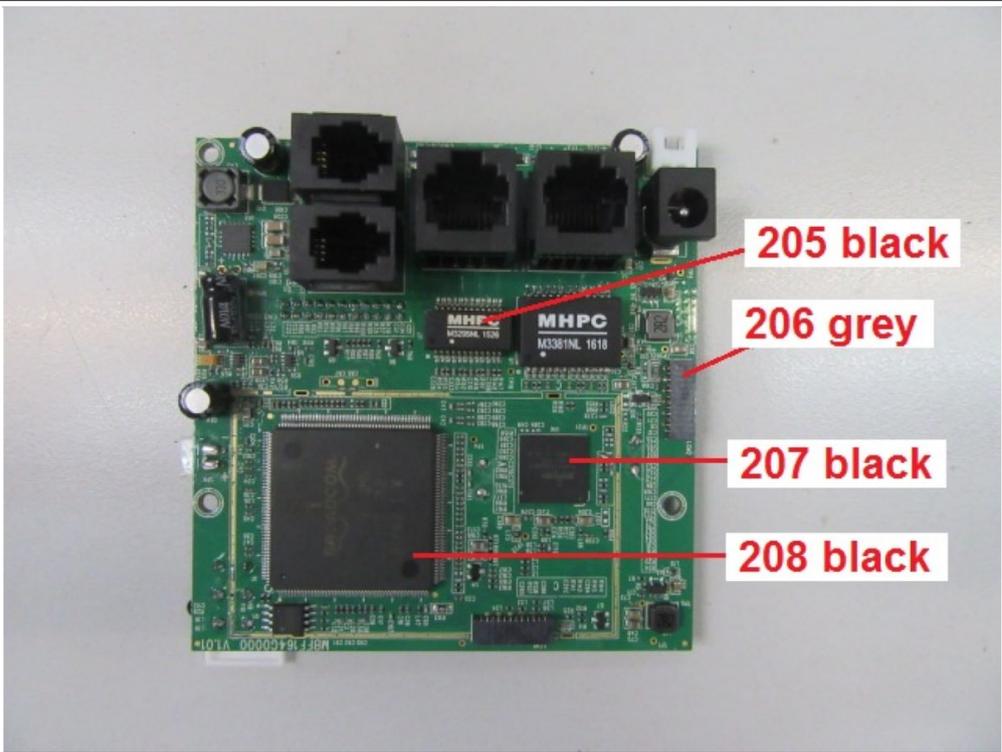
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Material No.	Cd	Cr <sup>^</sup>	Pb	Hg	Br <sup>^</sup>
M203	n.d.	n.d.	n.d.	n.d.	n.d.
M204	n.d.	n.d.	n.d.	n.d.	n.d.



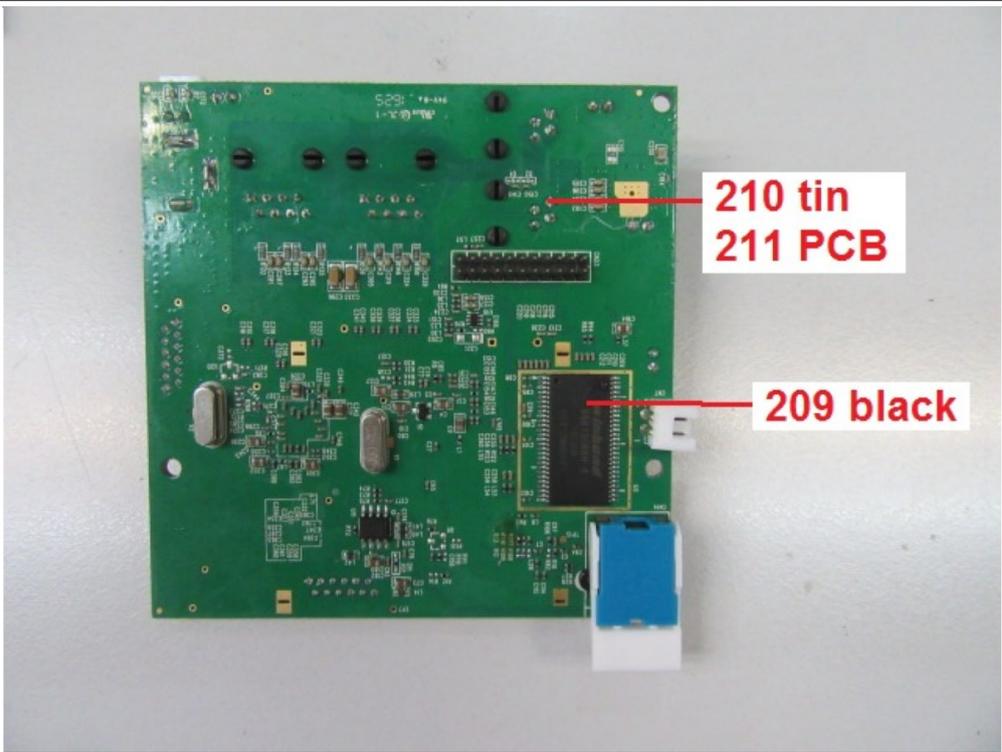
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Material No.	Cd	Cr^	Pb	Hg	Br^
M205	n.d.	n.d.	n.d.	n.d.	n.d.
M206	n.d.	n.d.	n.d.	n.d.	n.d.
M207	n.d.	n.d.	n.d.	n.d.	n.a.
M208	n.d.	n.d.	n.d.	n.d.	n.a.

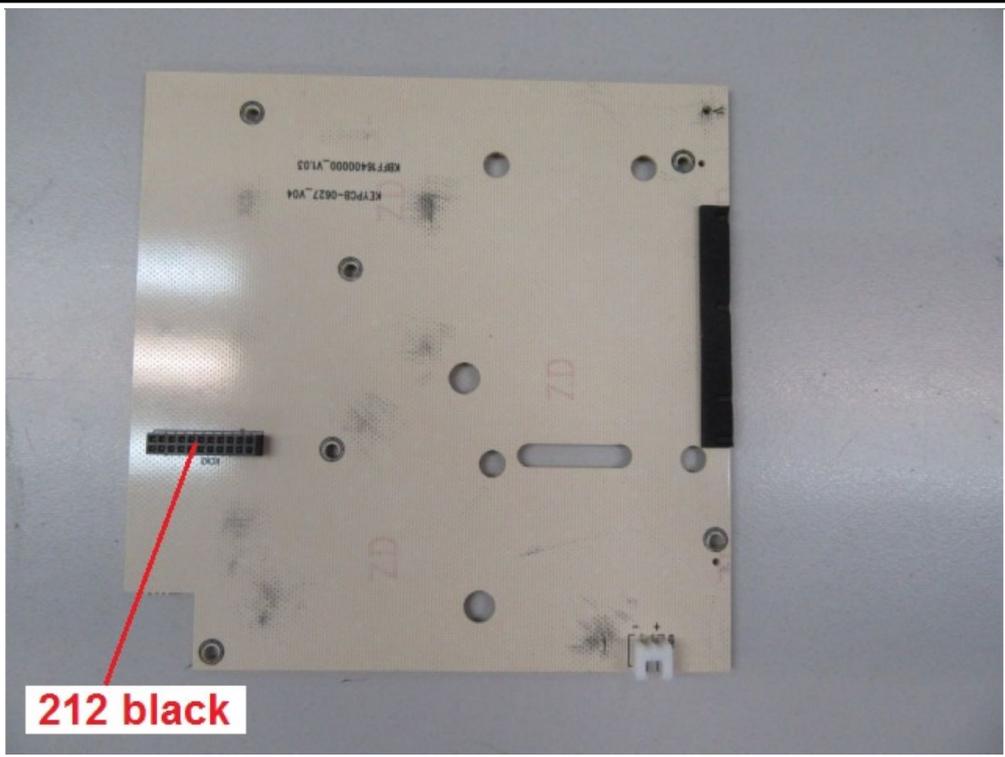


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Material No.	Cd	Cr^	Pb	Hg	Br^
M209	n.d.	n.d.	n.d.	n.d.	n.a.
M210	n.d.	d(*3)	392	n.d.	n.a.
M211	n.d.	n.d.	n.d.	n.d.	17



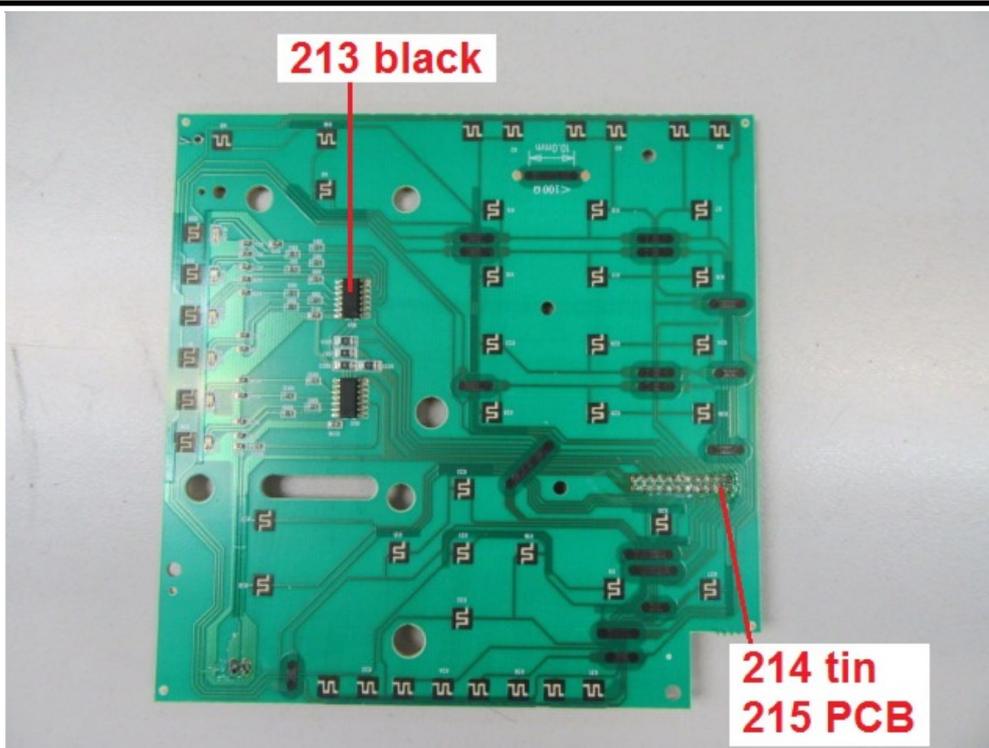


Material No.	Cd	Cr <sup>^</sup>	Pb	Hg	Br <sup>^</sup>
M212	n.d.	n.d.	n.d.	58	d>(*1)



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Material No.	Cd	Cr <sup>^</sup>	Pb	Hg	Br <sup>^</sup>
M213	n.d.	n.d.	n.d.	n.d.	n.a.
M214	n.d.	d(*3)	n.d.	n.d.	n.a.
M215	n.d.	n.d.	n.d.	n.d.	d(*1)

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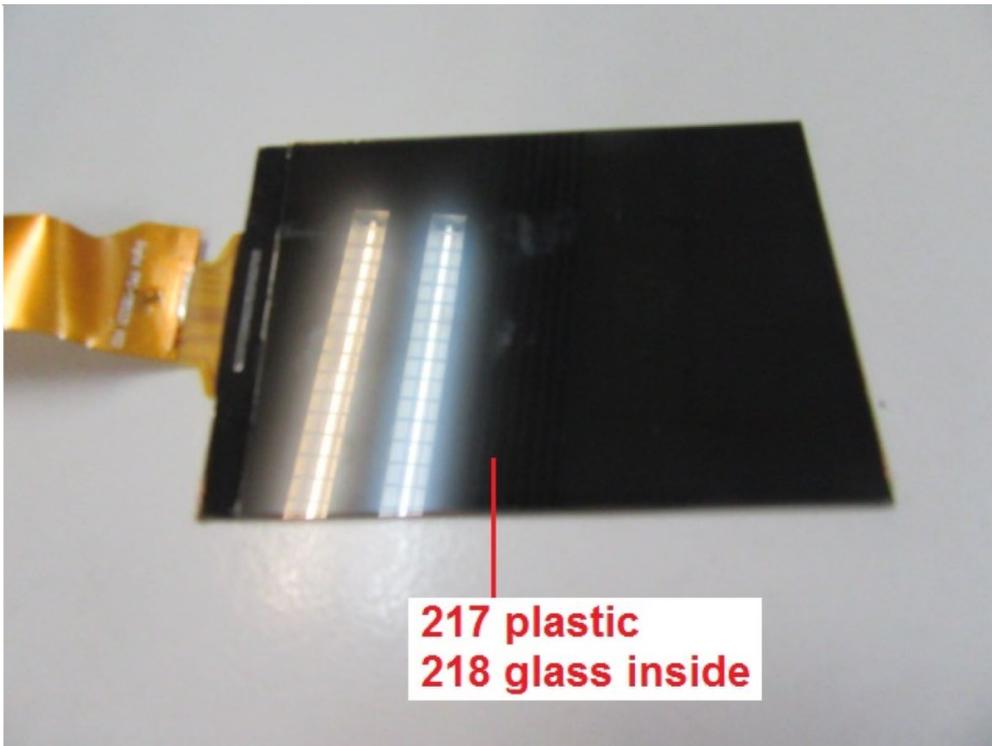


Material No.	Cd	Cr <sup>^</sup>	Pb	Hg	Br <sup>^</sup>
M216	n.d.	n.d.	n.d.	n.d.	n.d.



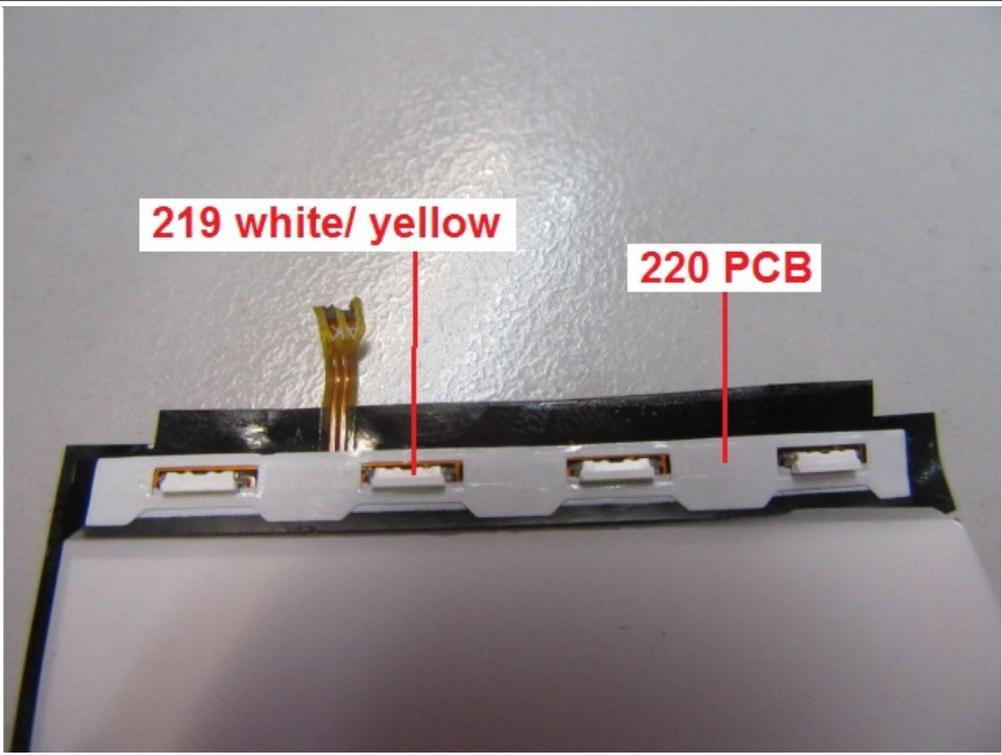
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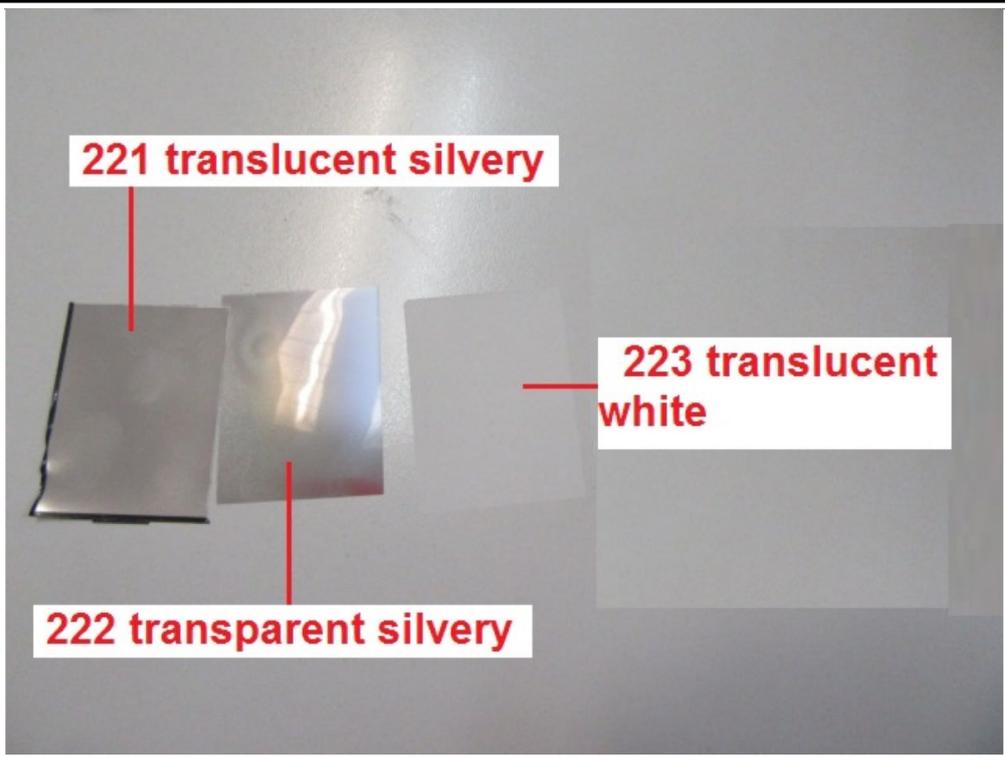
Material No.	Cd	Cr <sup>^</sup>	Pb	Hg	Br <sup>^</sup>
M217	n.d.	n.d.	n.d.	n.d.	n.d.
M218	n.d.	n.d.	n.d.	n.d.	n.d.

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Material No.	Cd	Cr <sup>^</sup>	Pb	Hg	Br <sup>^</sup>
M219	n.d.	n.d.	n.d.	n.d.	n.d.
M220	n.d.	n.d.	n.d.	n.d.	n.d.





Material No.	Cd	Cr <sup>^</sup>	Pb	Hg	Br <sup>^</sup>
M221	n.d.	n.d.	n.d.	n.d.	n.d.
M222	n.d.	n.d.	n.d.	n.d.	n.d.
M223	n.d.	n.d.	n.d.	n.d.	n.d.





Material No.	Cd	Cr^	Pb	Hg	Br^
M224	n.d.	n.d.	n.d.	n.d.	n.d.
M225	n.d.	n.d.	n.d.	n.d.	30



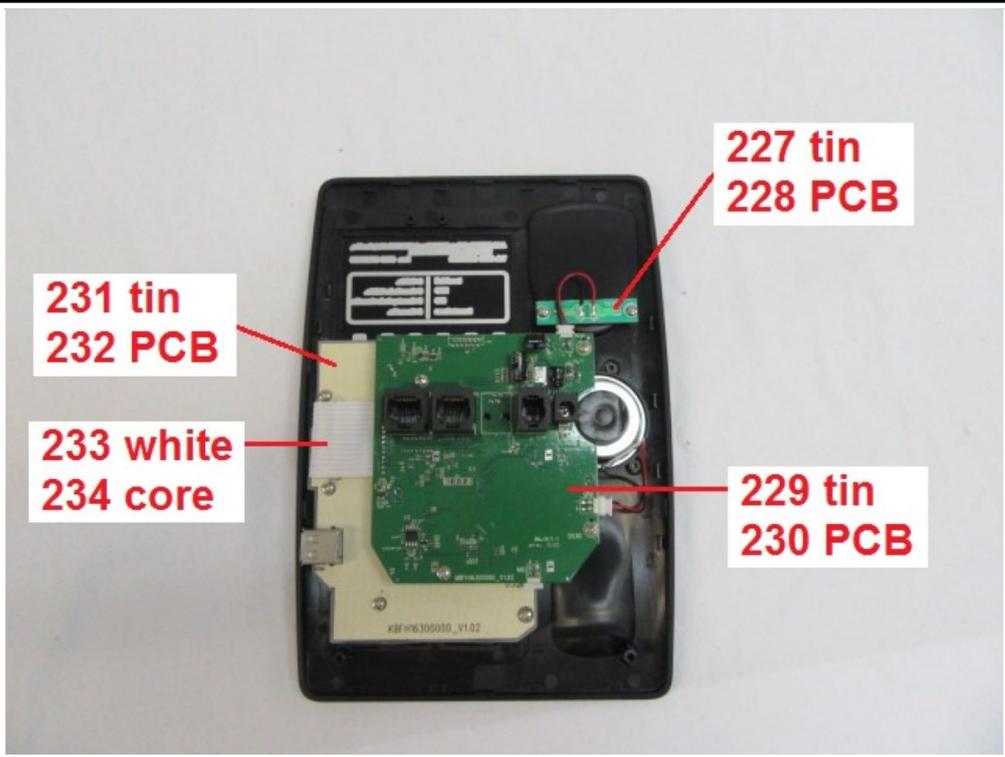
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Material No.	Cd	Cr <sup>^</sup>	Pb	Hg	Br <sup>^</sup>
M226a	n.d.	n.d.	n.d.	n.d.	n.d.
M226b	n.d.	n.d.	n.d.	n.d.	n.d.



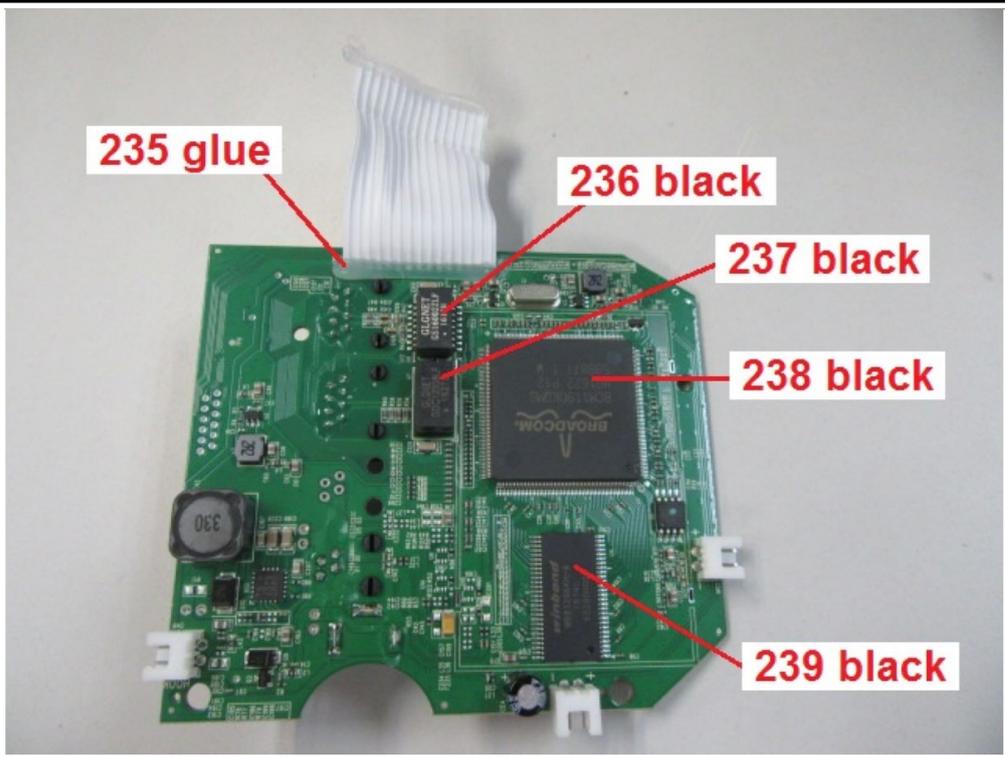
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Material No.	Cd	Cr^	Pb	Hg	Br^
M227	n.d.	d(*3)	260	n.d.	n.a.
M228	n.d.	n.d.	16	n.d.	d(*1)
M229	n.d.	d(*3)	395	n.d.	n.a.
M230	n.d.	n.d.	n.d.	n.d.	d(*1)
M231	n.d.	d(*3)	n.d.	n.d.	n.a.
M232	n.d.	n.d.	n.d.	n.d.	d(*1)
M233	n.d.	n.d.	n.d.	n.d.	n.d.
M234	n.d.	d(*3)	n.d.	n.d.	n.a.



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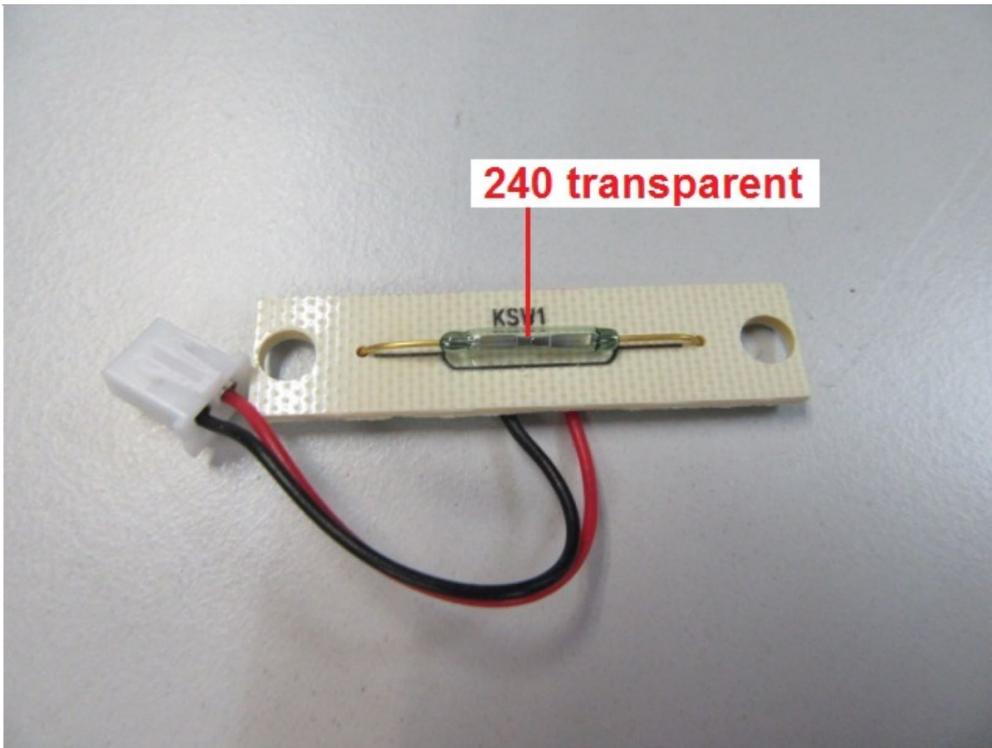


Material No.	Cd	Cr^	Pb	Hg	Br^
M235	n.d.	n.d.	n.d.	n.d.	n.d.
M236	n.d.	n.d.	n.d.	n.d.	n.d.
M237	n.d.	n.d.	n.d.	n.d.	n.d.
M238	n.d.	n.d.	n.d.	n.d.	n.a.
M239	n.d.	n.d.	n.d.	n.d.	n.a.



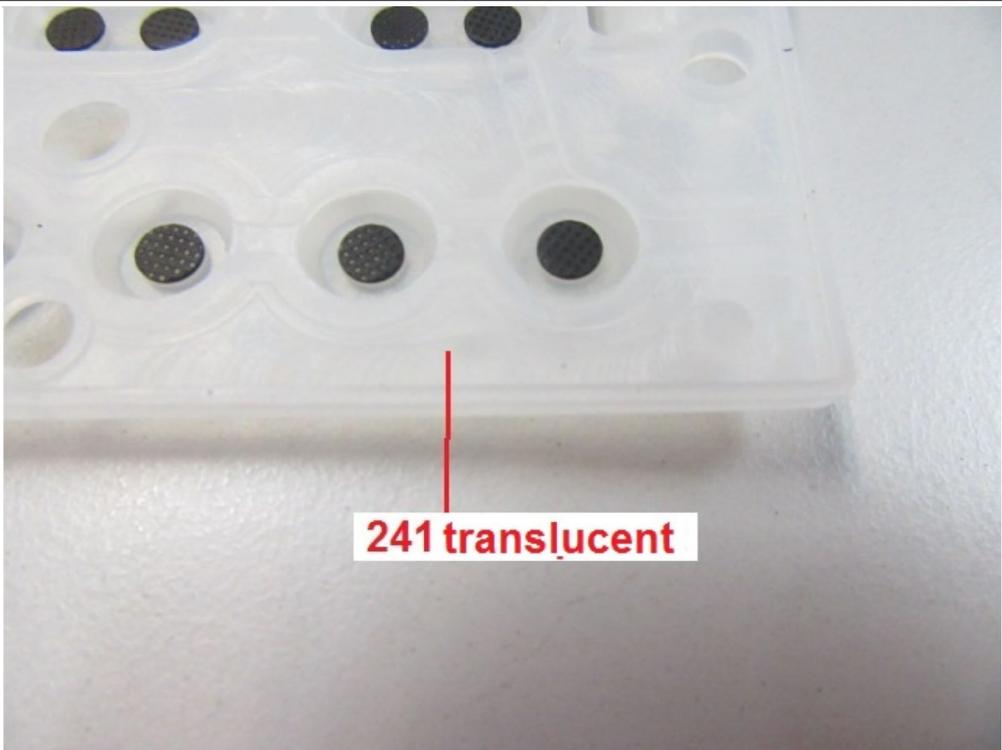
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Material No.	Cd	Cr <sup>^</sup>	Pb	Hg	Br <sup>^</sup>
M240	n.d.	n.d.	n.d.	n.d.	n.a.

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Material No.	Cd	Cr <sup>^</sup>	Pb	Hg	Br <sup>^</sup>
M241	n.d.	n.d.	n.d.	n.d.	n.d.



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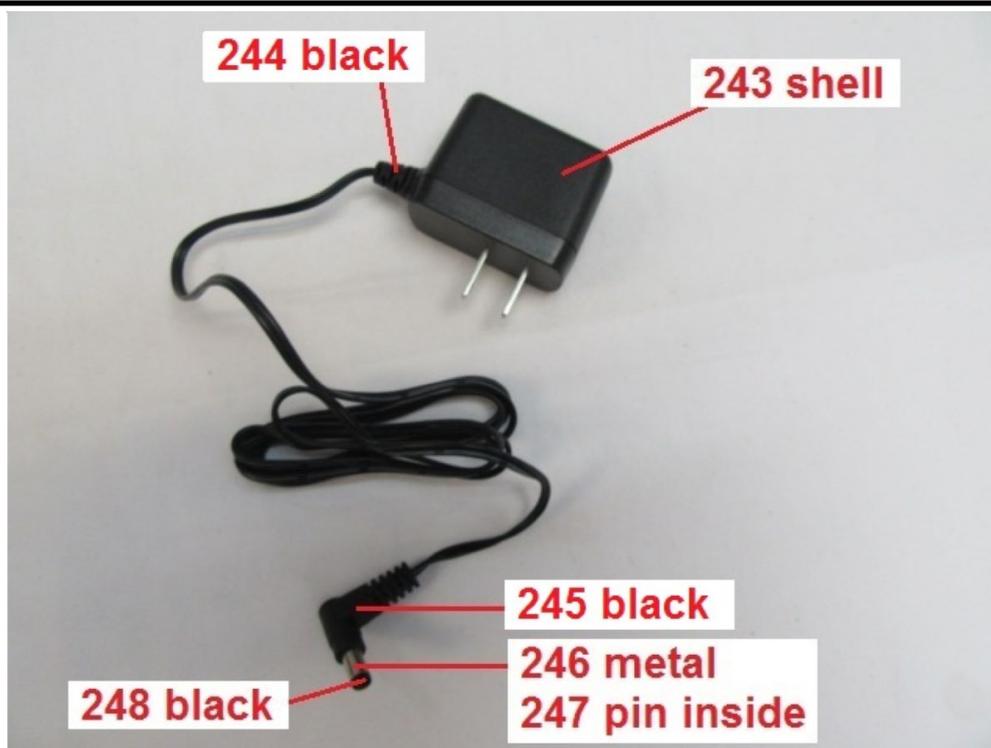


Material No.	Cd	Cr <sup>^</sup>	Pb	Hg	Br <sup>^</sup>
M242	n.d.	n.d.	n.d.	n.d.	n.d.



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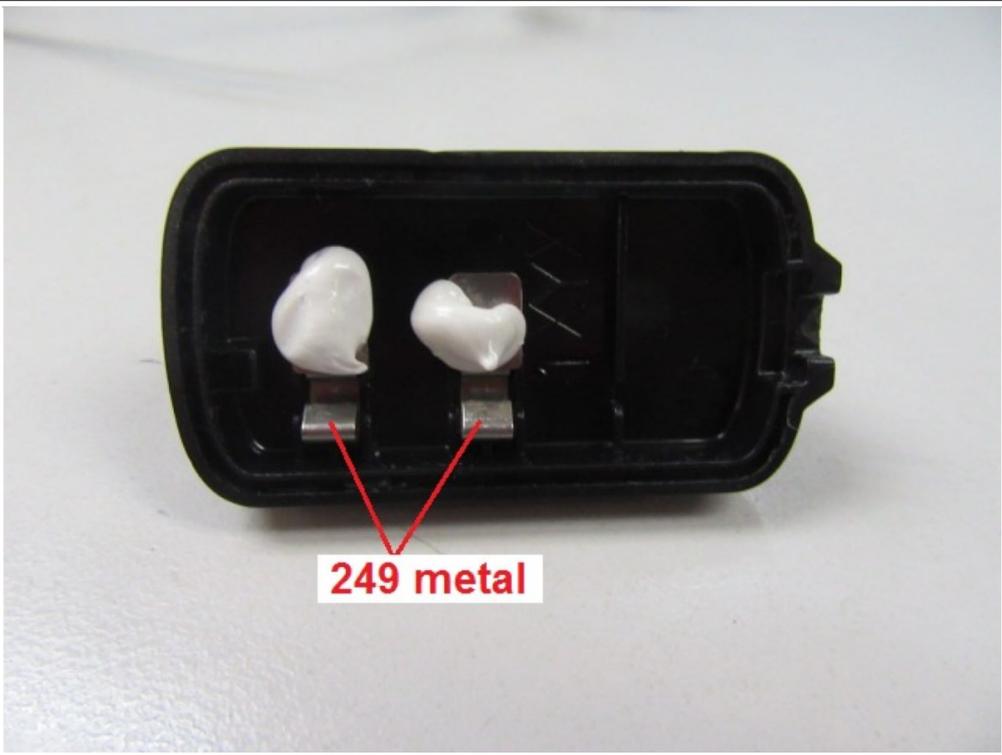
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Material No.	Cd	Cr^	Pb	Hg	Br^
M243	n.d.	n.d.	n.d.	n.d.	11
M244	14	n.d.	n.d.	n.d.	n.d.
M245	n.d.	n.d.	n.d.	n.d.	n.d.
M246	n.d.	d(*3)	n.d.	n.d.	n.a.
M247	n.d.	d(*3)	296	n.d.	n.a.
M248	n.d.	n.d.	n.d.	n.d.	d(*1)

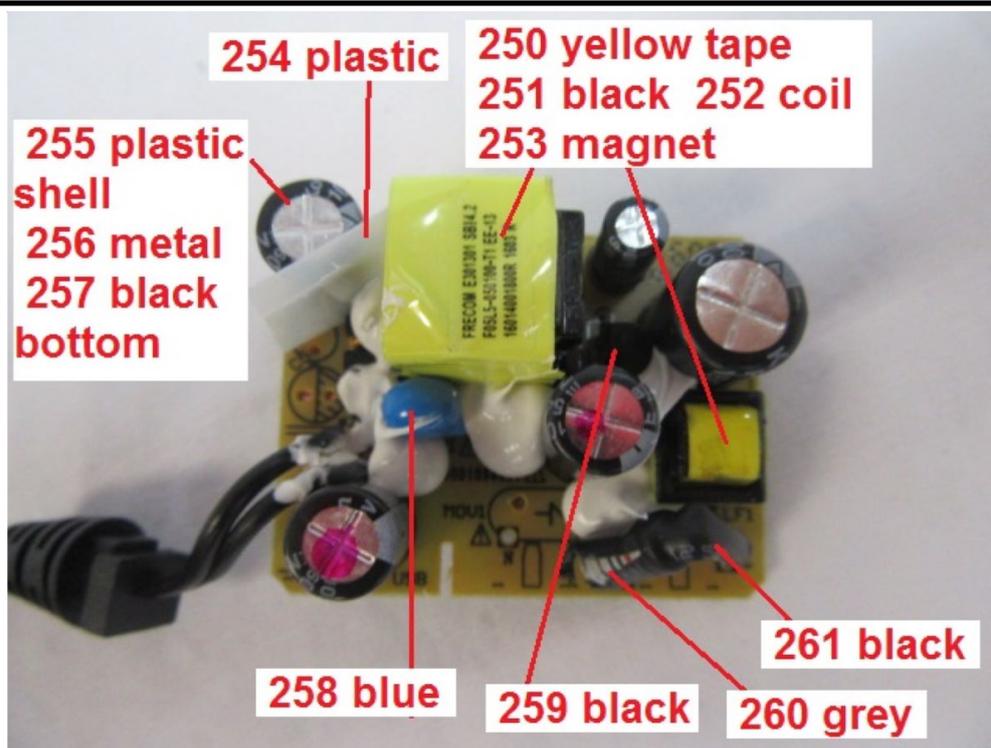


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Material No.	Cd	Cr <sup>^</sup>	Pb	Hg	Br <sup>^</sup>
M249	n.d.	d(*3)	n.d.	n.d.	n.a.

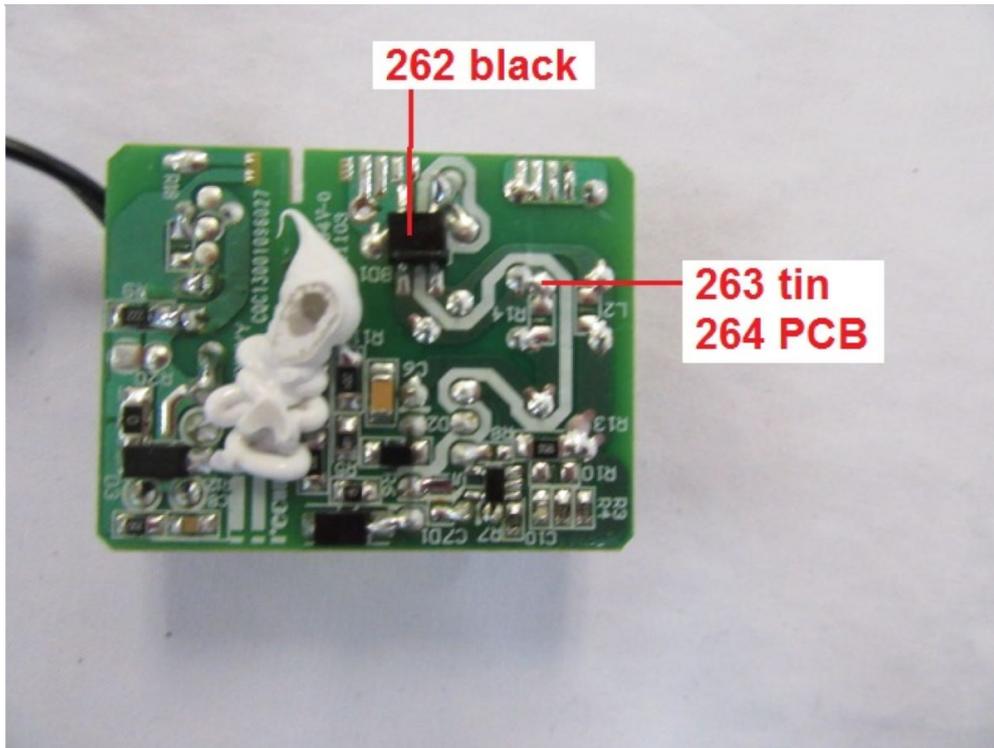




Material No.	Cd	Cr <sup>^</sup>	Pb	Hg	Br <sup>^</sup>
M250	n.d.	n.d.	n.d.	n.d.	n.d.
M251	n.d.	n.d.	n.d.	n.d.	n.d.
M252	n.d.	d(*3)	n.d.	n.d.	n.a.
M253	n.d.	d(*3)	n.d.	n.d.	n.a.
M254	n.d.	n.d.	n.d.	n.d.	n.d.
M255	n.d.	n.d.	n.d.	n.d.	n.d.
M256	n.d.	d(*3)	n.d.	n.d.	n.a.
M257	n.d.	n.d.	n.d.	n.d.	n.d.
M258	n.d.	n.d.	n.d.	n.d.	n.a.
M259	n.d.	n.d.	n.d.	n.d.	n.a.
M260	n.d.	148	n.d.	n.d.	n.a.
M261	n.d.	n.d.	n.d.	n.d.	n.d.

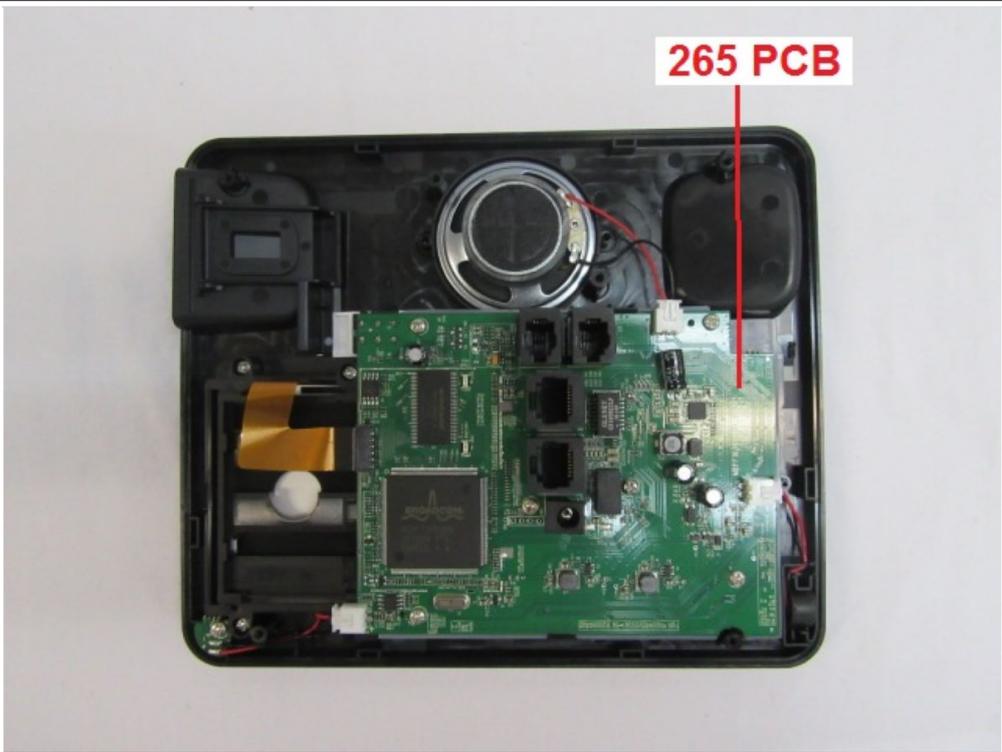
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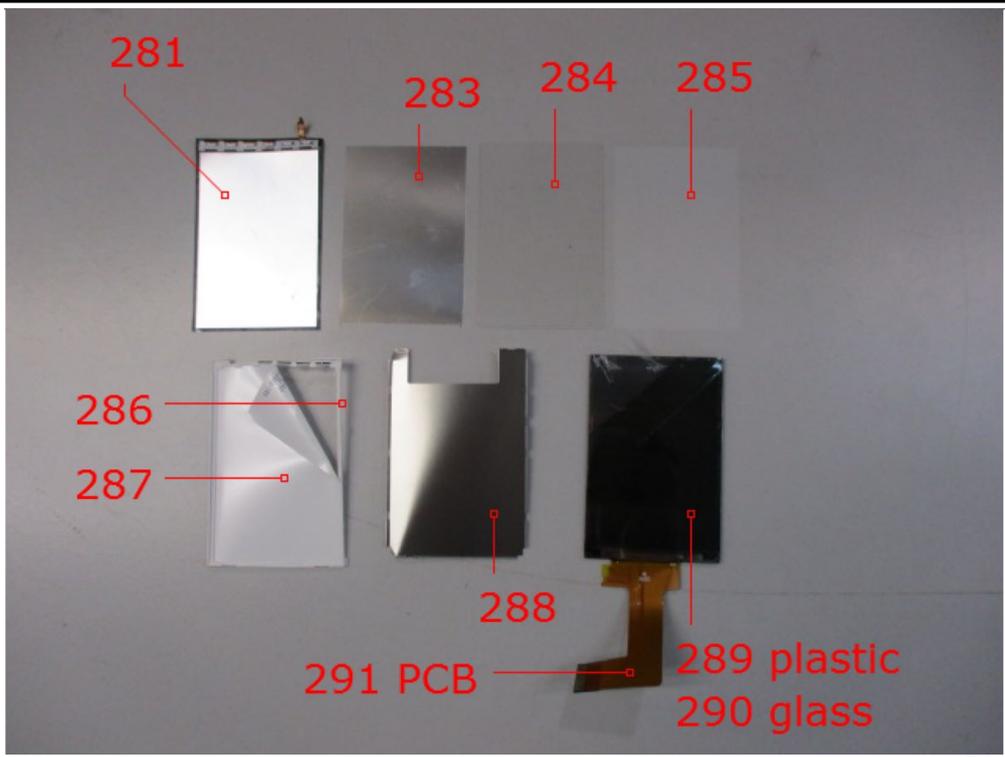
Material No.	Cd	Cr <sup>^</sup>	Pb	Hg	Br <sup>^</sup>
M262	n.d.	n.d.	n.d.	n.d.	n.a.
M263	n.d.	d(*3)	n.d.	n.d.	n.a.
M264	n.d.	n.d.	n.d.	n.d.	d(*1)

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Material No.	Cd	Cr <sup>^</sup>	Pb	Hg	Br <sup>^</sup>
M265	n.d.	n.d.	n.d.	n.d.	d(*1)





Material No.	Cd	Cr^	Pb	Hg	Br^
M281	n.d.	n.d.	n.d.	n.d.	n.d.
M283	n.d.	n.d.	n.d.	n.d.	n.d.
M284	n.d.	n.d.	n.d.	n.d.	n.d.
M285	n.d.	n.d.	n.d.	n.d.	n.d.
M286	n.d.	n.d.	n.d.	n.d.	n.d.
M287	n.d.	n.d.	n.d.	n.d.	n.d.
M289	n.d.	n.d.	n.d.	n.d.	n.d.
M291	n.d.	n.d.	n.d.	n.d.	n.d.
M288	n.d.	d(*3)	n.d.	n.d.	n.a.
M290	n.d.	n.d.	n.d.	n.d.	n.a.

**Abbreviation:** Pb = Lead  
 Cd = Cadmium  
 Hg = Mercury  
 Cr = Chromium  
 Br = Bromine  
 n.a. = not applicable  
 n.d.= not detected  
 d.= detected



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Material No.	Boiling-water-extraction for Cr(VI) (*3)
M007	negative
M009	negative
M010	negative
M020	negative
M022	negative
M023	negative
M026	negative
M028	negative
M031	negative
M043	negative
M044	negative
M070	negative
M073	negative
M074	negative
M080	negative
M081	negative
M089	negative
M096	negative
M106	negative
M108	negative
M122	negative
M129	negative
M130	negative
M132	negative
M134	negative
M135	negative
M141	negative
M195	negative
M196	negative
M197	negative
M198	negative
M200	negative
M201	negative
M210	negative
M214	negative
M227	negative
M229	negative
M231	negative
M234	negative

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M246	negative
M247	negative
M249	negative
M252	negative
M253	negative
M256	negative
M263	negative
M288	negative

**Remark:**

- (\*1) The screening result was found in the inconclusive region, thus the further wet chemistry tests are suggested.
- (\*3) For metal sample, the Chromium (VI) content have been confirmed with reference to IEC 62321-7-1:2015.
- (\*7) Component(s)/ materials(s) with an area of less than 2mm x2 mm will not be selected for testing according to RoHS Directive 2011/65/EU due to technical reason.  
For the test sample does not have detail materials information provided by client, visually identical materials (e.g. wire insulation, solder points, etc.) will be considered as the same material.  
Solder points on a printing circuit board will be examined several times based on optical anomalies or discoloration of the solder point(s) unless the solder point(s) is obviously generated automatically during production.  
All other materials will be sampled and tested at one test point representatively.

^ The result will reflect the total chromium and total bromine present in the sample. The presence or absence of hexavalent chromium, PBB, or PBDE shall be confirmed with reference to IEC 62321-6:2015.

XRF Screening limits for different matrices :

Material	Concentration (mg/kg)				
	Cd	Cr	Pb	Hg	Br
<b>Metallic</b>	P ≤ 60 < X ≤ 140 < F	P ≤ 640 < X	P ≤ 670 < X ≤ 1330 < F	P ≤ 660 < X ≤ 1340 < F	NA
<b>Polymeric</b>	P ≤ 60 < X ≤ 140 < F	P ≤ 640 < X	P ≤ 670 < X ≤ 1330 < F	P ≤ 660 < X ≤ 1340 < F	P ≤ 290 < X
<b>Electronic Components</b>	P ≤ 40 < X ≤ 160 < F	P ≤ 440 < X	P ≤ 470 < X ≤ 1530 < F	P ≤ 460 < X ≤ 1540 < F	P ≤ 240 < X

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

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

Chromium (VI)  
- For Metal material - Ref. to IEC 62321-7-1:2015  
- For Plastic or Electronic material - Ref. to IEC 62321:2008 Annex C  
- For Leather material - Ref. to ISO 17075:2007

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

**Material List:**

Material No.	Material	Color	Location	Test plan
				A = Test HM only B = Test FR only C = Test HM + FR
M020	Metal	Silvery	Refer to photo	A
M028	Magnet	Silvery	Refer to photo	A
M035	Plastic	Black	Refer to photo	B
M071	Plastic	Black	Refer to photo	B
M131	PCB board	Green	Refer to photo	B
M202	PCB board	Yellow	Refer to photo	B
M212	Plastic	Black	Refer to photo	B
M215	PCB board	Green/ beige	Refer to photo	B
M228	PCB board	Green	Refer to photo	B
M230	PCB board	Green	Refer to photo	B
M232	PCB board	Yellow/ green	Refer to photo	B
M248	Plastic	Black	Refer to photo	B
M264	PCB board	Green	Refer to photo	B
M265	PCB board	Green	Refer to photo	B

**Abbreviation:** HM (Heavy metal) = Cd, Pb, Hg, Cr (VI)  
FR (Flame Retardant) = PBBs, PBDEs



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**Test Result:**

	Cd	Cr(VI)	Pb	Hg	PBBs (*)	PBDEs (*)
<b>Maximum Permissible Limit (mg/kg)</b>	100	1000	1000	1000	1000	1000

Material No.	(mg/kg)					
	Cd	Cr^	Pb	Hg	PBBs (*)	PBDEs (*)
	RL (mg/kg)					
	2	2	2	2	-- (*)	-- (*)
M020	n.a.	n.a.	57	n.a.	n.a.	n.a.
M028	n.d.	n.a.	39	n.a.	n.a.	n.a.
M035	n.a.	n.a.	n.a.	n.a.	n.d.	NonaBDE:1 6,DecaBDE :45, others: n.d.
M071	n.a.	n.a.	n.a.	n.a.	n.d.	n.d.
M131	n.a.	n.a.	n.a.	n.a.	n.d.	n.d.
M202	n.a.	n.a.	n.a.	n.a.	n.d.	n.d.
M212	n.a.	n.a.	n.a.	n.a.	n.d.	n.d.
M215	n.a.	n.a.	n.a.	n.a.	n.d.	n.d.
M228	n.a.	n.a.	n.a.	n.a.	n.d.	n.d.
M230	n.a.	n.a.	n.a.	n.a.	n.d.	n.d.
M232	n.a.	n.a.	n.a.	n.a.	n.d.	n.d.
M248	n.a.	n.a.	n.a.	n.a.	n.d.	n.d.
M264	n.a.	n.a.	n.a.	n.a.	n.d.	n.d.
M265	n.a.	n.a.	n.a.	n.a.	n.d.	n.d.

Material No.	Boiling-water-extraction for Cr (VI) (*1)
M020	Negative



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**Abbreviation:** Pb = Lead  
Cd = Cadmium  
Hg = Mercury  
Cr = Chromium  
Cr (VI) = Chromium (VI)  
PBBs = Total Polybrominated Biphenyls  
PBDEs = Total Polybrominated Diphenyl Ethers  
n.d. = Not Detected (<RL)  
RL = Reporting Limit  
n.a. = Not Applicable  
^ = The total Chromium have been determined  
mg/kg = milligram per kilogram



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**Remark:**

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

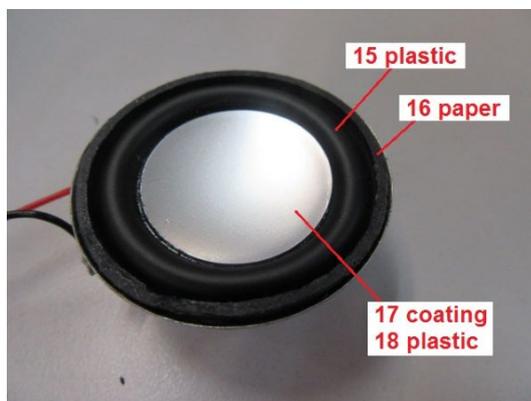
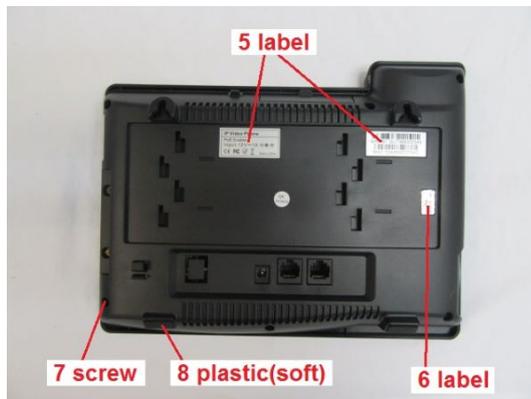
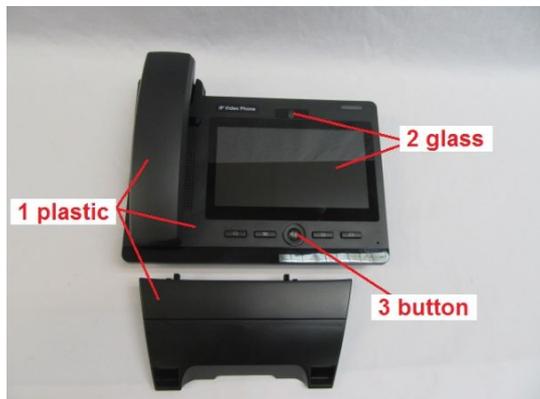
\* The reporting limit for each individual PBBs and individual PBDEs are :

Reporting Limit (mg/kg)		
<b>PBBs</b>	Bromobiphenyl	1
	Dibromobiphenyl	1
	Tribromobiphenyl	1
	Tetrabromobiphenyl	1
	Pentabromobiphenyl	2
	Hexabromobiphenyl	2
	Heptabromobiphenyl	2
	Octabromobiphenyl	5
	Nonabromobiphenyl	5
	Decabromobiphenyl	5
<b>PBDEs</b>	Bromodiphenylether	1
	Dibromodiphenyl ether	1
	Tribromodiphenyl ether	1
	Tetrabromodiphenyl ether	1
	Pentabromodiphenyl ether	2
	Hexabromodiphenyl ether	2
	Heptabromodiphenyl ether	2
	Octabromodiphenyl ether	5
	Nonabromodiphenyl ether	5
	Decabromodiphenyl ether	5

\*1 The total chromium content in plastic sample or electronic sample was found to be exceeded the maximum permissible limit (1000mg/kg). Thus, the Chromium (VI) content have been confirmed with reference to EN 62321:2009 Annex.

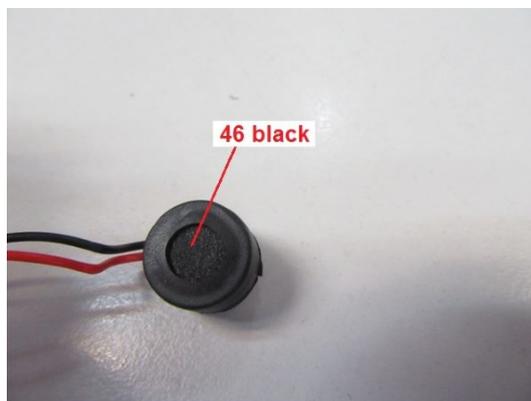
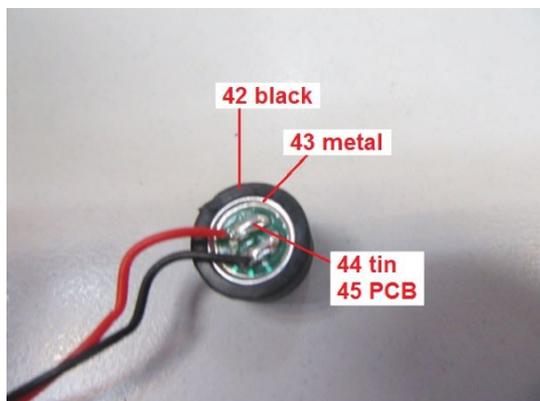
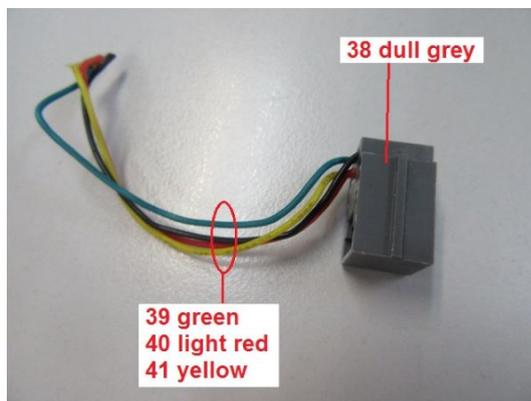
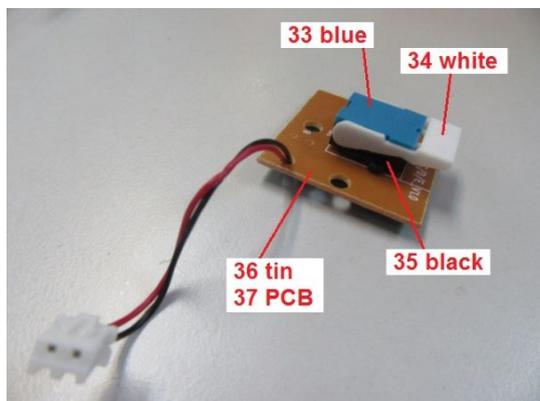
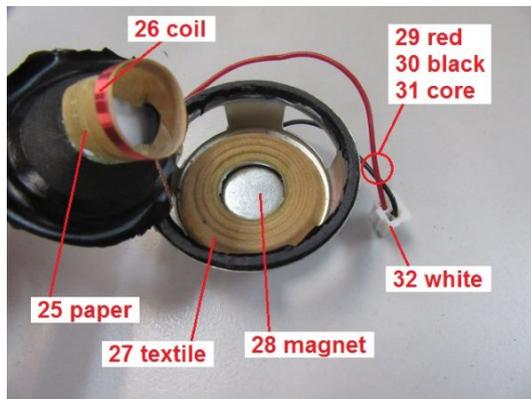


Sample Photos



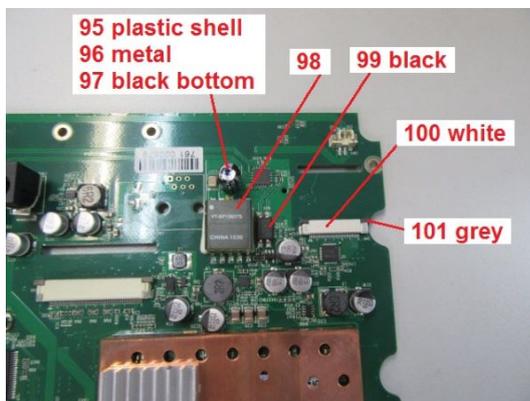
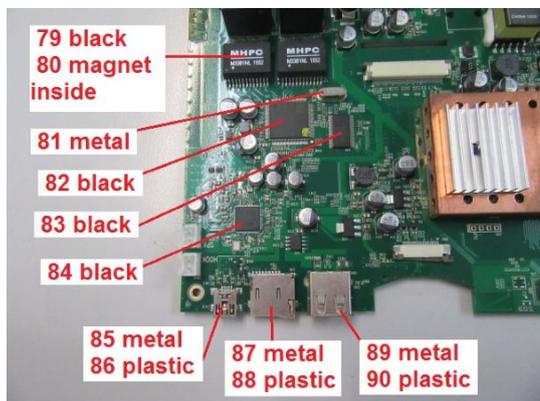
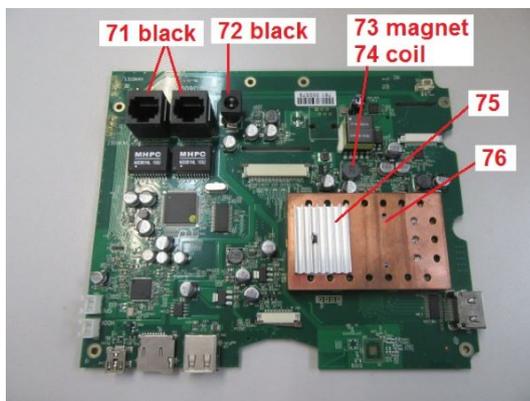
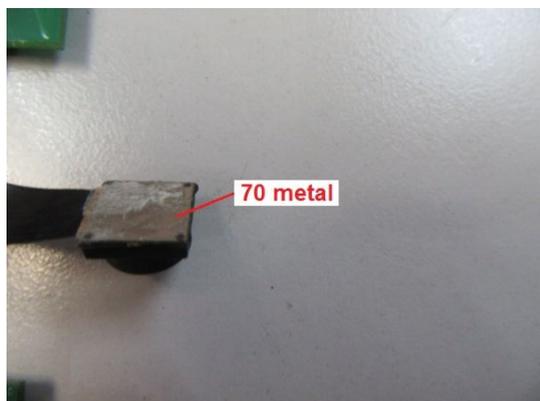
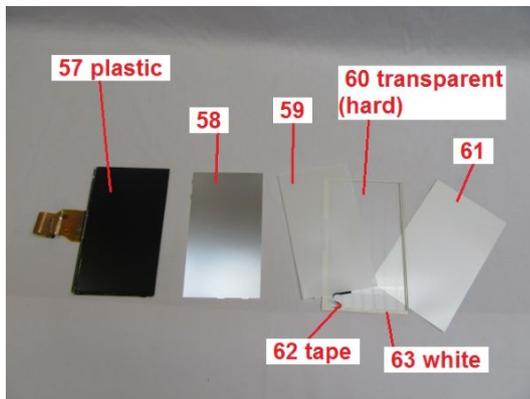
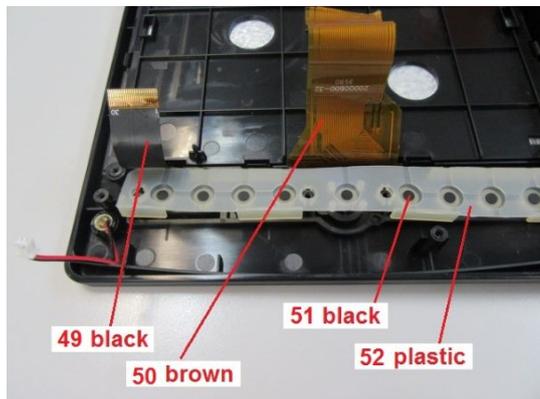
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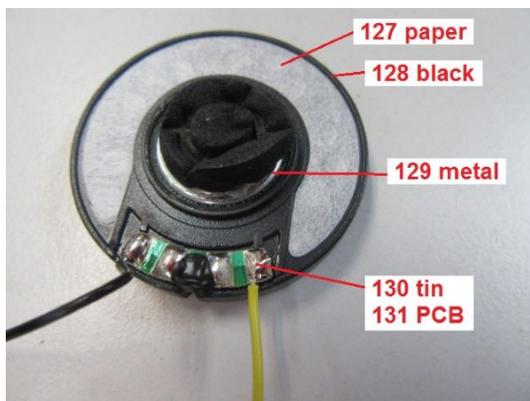
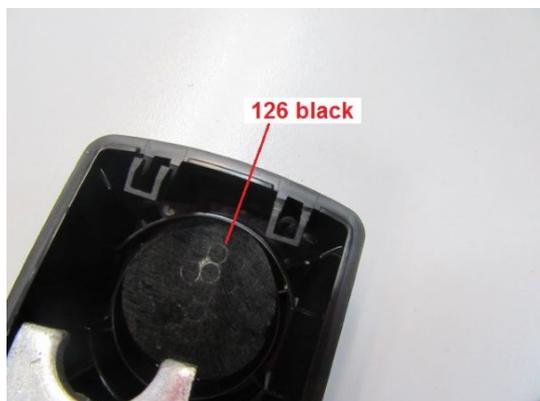
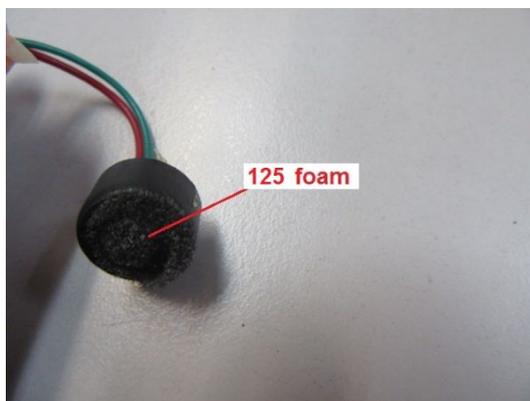
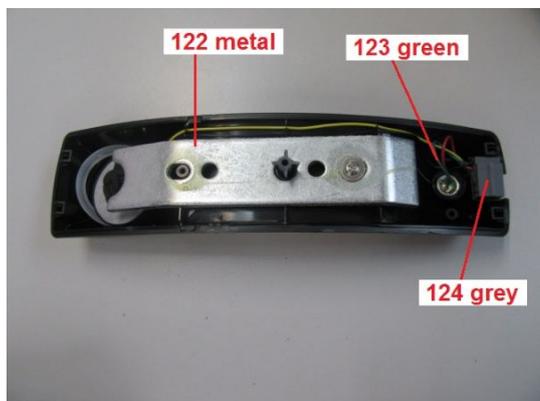
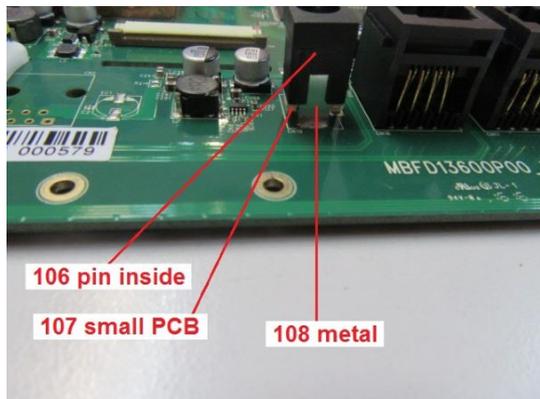


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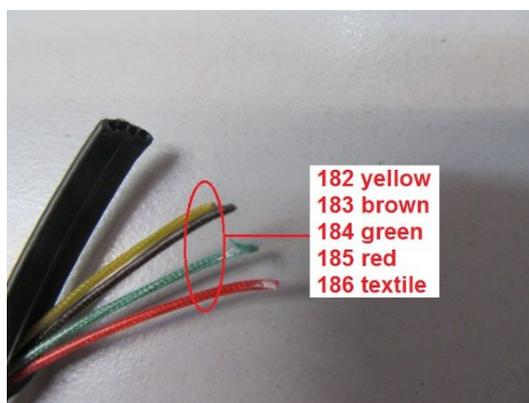
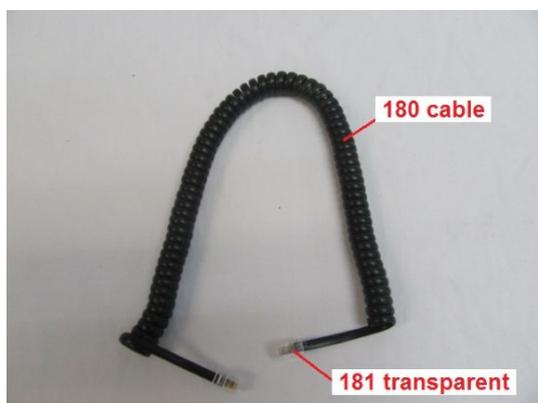
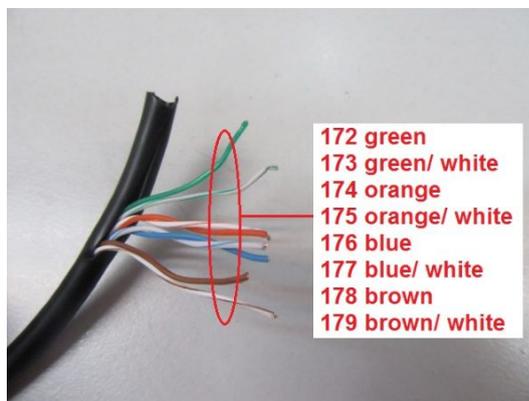
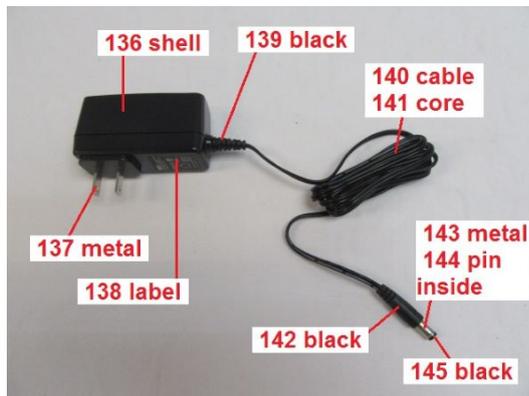
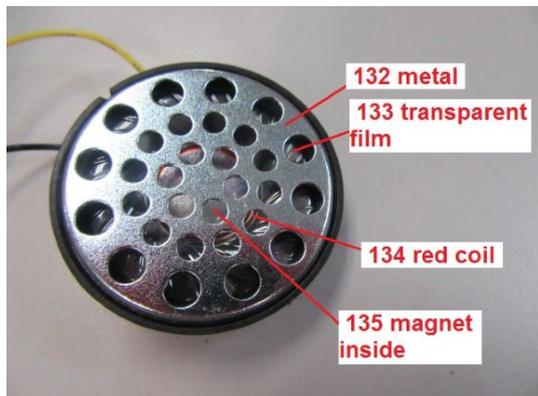
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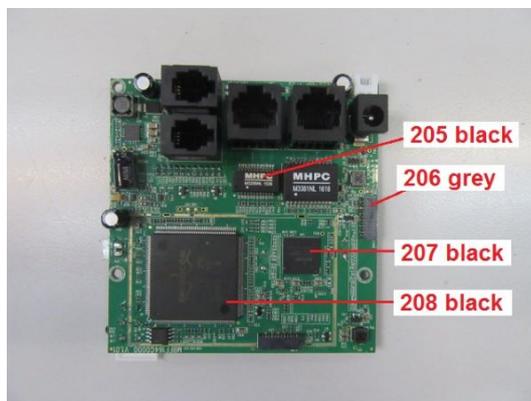
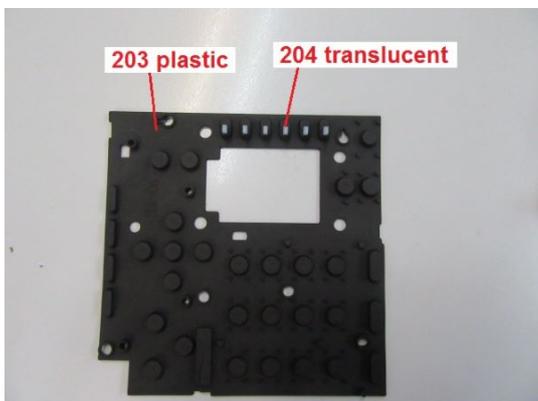
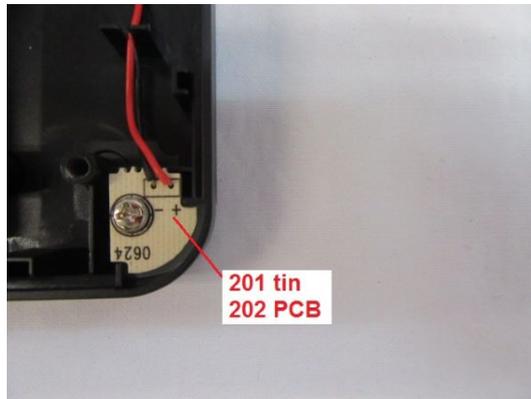
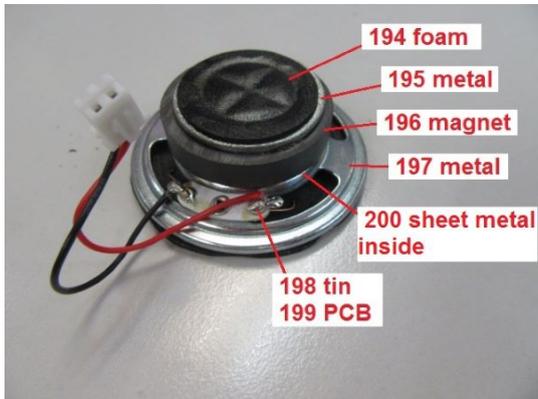
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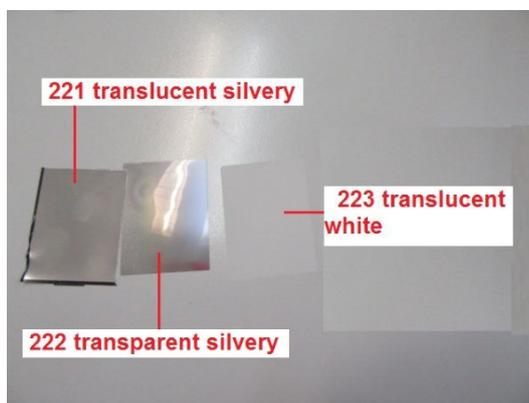
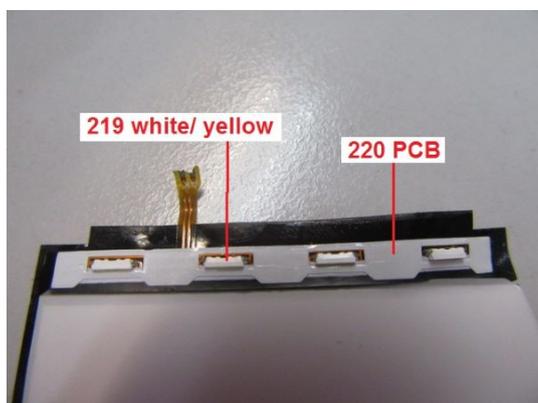
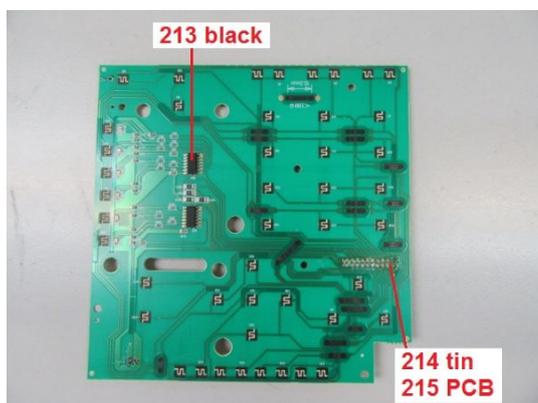
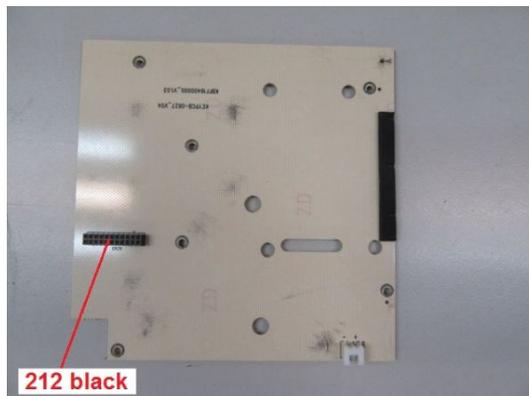
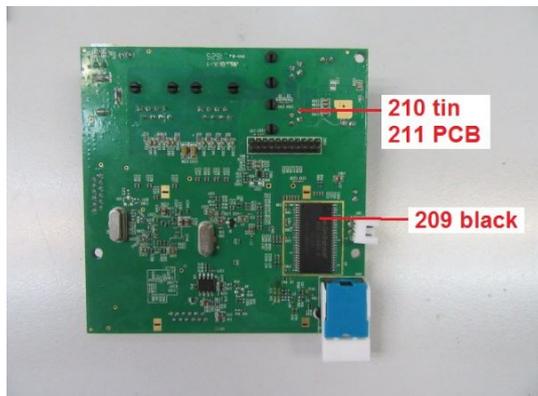
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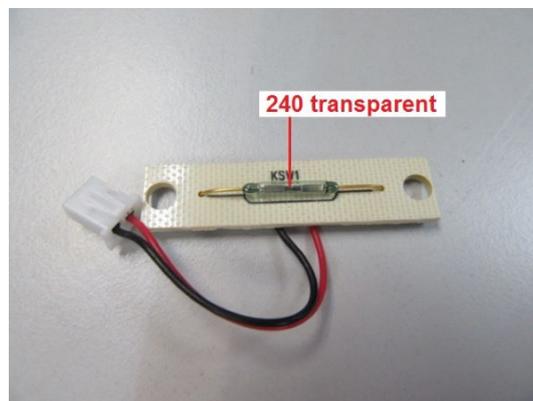
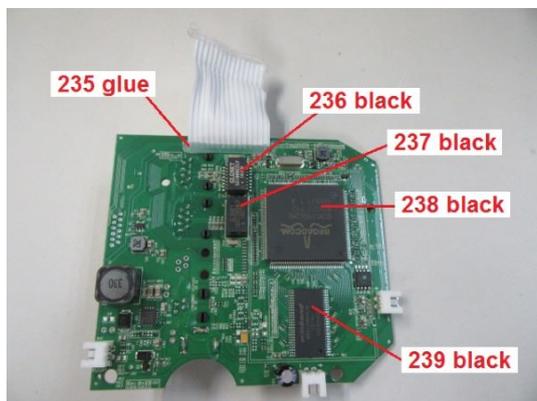
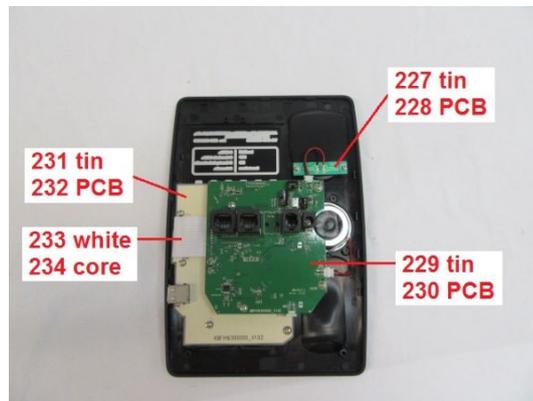
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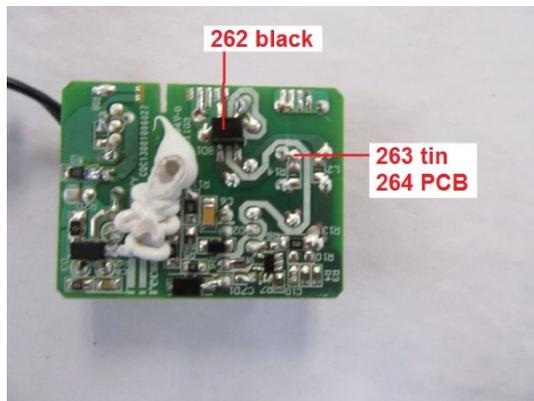
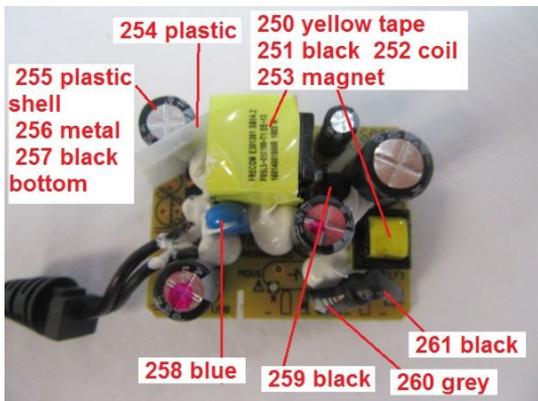
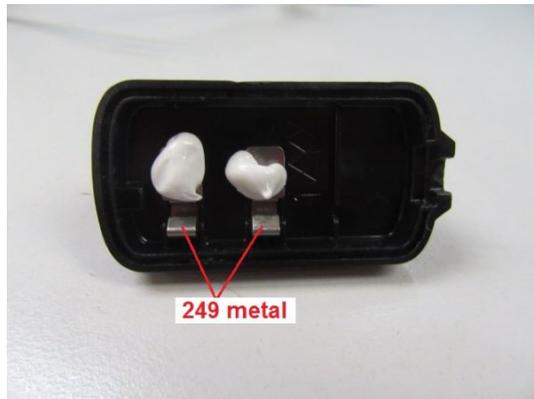
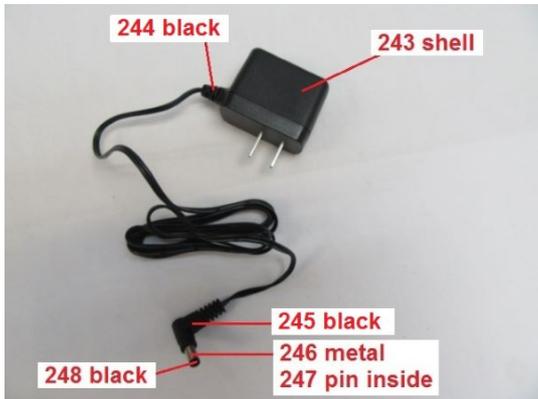
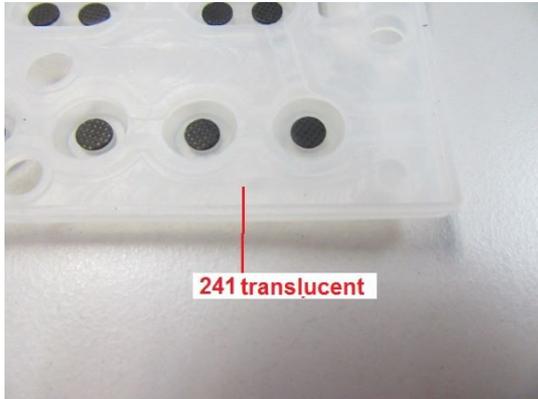


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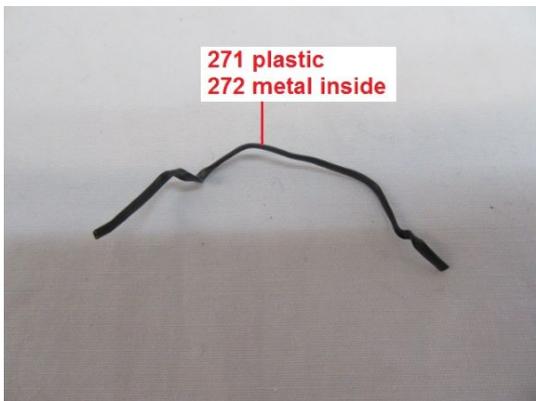
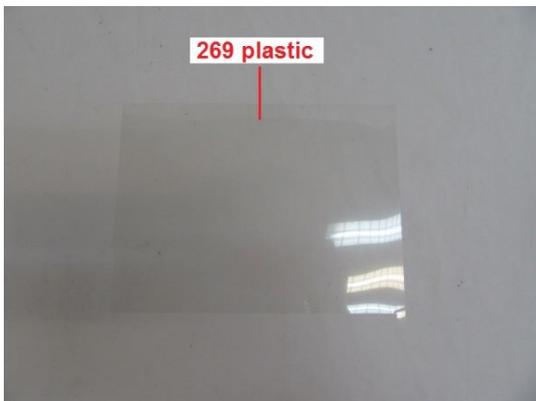
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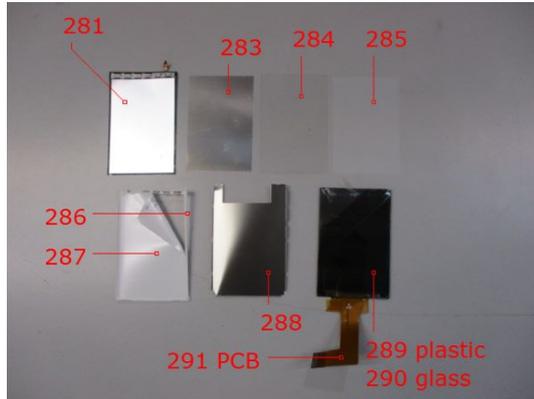
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Sample Photos



F3CP



F3P



F4G



H3



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Sample Photo



H5

- END -

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

## 1. Scope

- 1.1 These General Terms and Conditions of Business of TÜV Rheinland in Greater China is made between the client and one or more member entities of TÜV Rheinland in Greater China as applicable as the case may be ("TÜV Rheinland").
- 1.2 The following terms and conditions apply to agreed services including consultancy services, information, deliveries and similar services as well as ancillary services and other secondary obligations provided within the scope of contract performance.
- 1.3 Any standard terms and conditions of the client of any nature shall not apply and shall hereby be expressly excluded. No standard contractual terms and conditions of the client shall form part of the contract even if TÜV Rheinland does not explicitly object to them.

## 2. Quotations

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

## 3. Coming into effect and duration of contracts

- 3.1 The contract shall come into effect for the agreed terms upon the quotation letter of TÜV Rheinland or a separate contractual document being signed by both contracting parties, or upon the works requested by the client being carried out by TÜV Rheinland. If the client instructs TÜV Rheinland without receiving a quotation from TÜV Rheinland (quotation), TÜV Rheinland is, in its sole discretion, entitled to accept the order by giving written notice of such acceptance (including notice sent via electronic means) or by performing the requested services.
- 3.2 The contract term starts upon the coming into effect of the contract in accordance with article 3.1 and shall continue for the term agreed in the contract.
- 3.3 If the contract provides for an extension of the contract term, the contract term will be extended by the term provided for in the contract unless terminated in writing by either party with a six-week notice prior to the end of the contractual term.

## 4. Scope of services

- 4.1 The scope of the services shall be decided solely by a unanimous declaration issued by both parties. If no such declaration exists, then the written confirmation of order by TÜV Rheinland shall be decisive.
- 4.2 The agreed services shall be performed in compliance with the regulations in force at the time the contract is entered into.
- 4.3 TÜV Rheinland is entitled to determine, in its sole discretion, the method and nature of the assessment unless otherwise agreed in writing or if mandatory provisions require a specific procedure to be followed.
- 4.4 On execution of the work there shall be no simultaneous assumption of any guarantee of the correctness (proper quality) and working order of either tested or examined parts nor of the installation as a whole and its upstream and/or downstream processes, organisations, use and application in accordance with regulations, nor of the systems on which the installation is based. In particular, TÜV Rheinland shall assume no responsibility for the construction, selection of materials and assembly of installations examined, nor for their use and application in accordance with regulations unless these questions are expressly covered by the contract.
- 4.5 In the case of inspection work, TÜV Rheinland shall not be responsible for the accuracy or checking of the safety programmes or safety regulations on which the inspections are based, unless otherwise expressly agreed in writing.

## 5. Performance periods/dates

- 5.1 The contractually agreed periods/dates of performance are based on estimates of the work involved which are prepared in line with the details provided by the client. They shall only be binding if being confirmed as binding by TÜV Rheinland in writing.
- 5.2 If binding periods of performance have been agreed, these periods shall not commence until the client has submitted all required documents to TÜV Rheinland.
- 5.3 Articles 5.1 and 5.2 also apply, even without express approval by the client, to all extensions of agreed periods/dates of performance not caused by TÜV Rheinland.

## 6. The client's obligation to cooperate

- 6.1 The client shall guarantee that all cooperation required on its part, its agents third parties will be provided in good time and at no cost to TÜV Rheinland.
- 6.2 Design documents, supplies, auxiliary staff, etc. necessary for performance of the services shall be made available free of charge by the client. Moreover, collaborative action of the client must be undertaken in accordance with legal provisions, standards, safety regulations and accident prevention instructions.
- 6.3 The client shall bear any additional cost incurred on account of work having to be redone or being delayed as a result of late, incorrect or incomplete information provided by or lack of proper cooperation from the client. Even where a fixed or maximum price is agreed, TÜV Rheinland shall be entitled to charge extra fees for such additional expense.

## 7. Invoicing of work

- 7.1 If the scope of performance is not laid down in writing when the order is placed, invoicing shall be based on costs actually incurred. If no price is agreed in writing, invoicing shall be made in accordance with the price list of TÜV Rheinland valid at the time of performance.
- 7.2 Unless otherwise agreed, work shall be invoiced according to the progress of the work.
- 7.3 If the execution of an order extends over more than one month and the value of the contract or the agreed fixed price exceeds €2,500.00 or equivalent value in local currency, TÜV Rheinland may demand payments on account or in instalments.

## 8. Payment terms

- 8.1 All invoice amounts shall be due for payment without deduction on receipt of the invoice. No discounts shall be granted.
- 8.2 Payments shall be made to the bank account of TÜV Rheinland as indicated on the invoice, stating the invoice and customer numbers.
- 8.3 In cases of default of payment, TÜV Rheinland shall be entitled to claim default interest at the applicable short term loan interest rate publicly announced by a reputable commercial

bank in the country where TÜV Rheinland is located. At the same time, TÜV Rheinland reserves the right to claim further damages.

- 8.4 Should the client default in payment of the invoice despite being granted a reasonable grace period, TÜV Rheinland shall be entitled to cancel the contract, withdraw the certificate, claim damages for non-performance and refuse to continue performance of the contract.
- 8.5 The provisions set forth in article 8.4 shall also apply in cases involving returned cheques, cessation of payment, commencement of insolvency proceedings against the client's assets or cases in which the commencement of insolvency proceedings has been dismissed due to lack of assets.
- 8.6 Objections to the invoices of TÜV Rheinland shall be submitted in writing within two weeks of receipt of the invoice.
- 8.7 TÜV Rheinland shall be entitled to demand appropriate advance payments.
- 8.8 TÜV Rheinland shall be entitled to raise its fees at the beginning of a month if overheads and/or purchase costs have increased. In this case, TÜV Rheinland shall notify the client in writing of the rise in fees. This notification shall be issued one month prior to the date on which the rise in fees shall come into effect (period of notice of changes in fees). If the rise in fees remains under 5% per contractual year, the client shall not have the right to terminate the contract. If the rise in fees exceeds 5% per contractual year, the client shall be entitled to terminate the contract by the end of the period of notice of changes in fees. If the contract is not terminated, the changed fees shall be deemed to have been agreed upon by the time of the expiry of the notice period.
- 8.9 Only legally established and undisputed claims may be offset against claims by TÜV Rheinland.

## 9. Acceptance

- 9.1 Any part of the work ordered which is complete in itself may be presented by TÜV Rheinland for acceptance as an instalment. The client shall be obliged to accept it immediately.
- 9.2 If the client fails to fulfil its acceptance obligation immediately, acceptance shall be deemed to have taken place 4 calendar weeks after completion of the work provided that TÜV Rheinland has specifically made the client aware of the aforementioned deadline upon completion of the work.

## 10. Confidentiality

- 10.1 For the purpose of these terms and conditions, "confidential information" means all information, documents, images, drawings, know-how, data, samples and project documentation which one party (the "disclosing party") hands over, transfers or otherwise discloses to the other party (the "receiving party"). Confidential information also includes paper copies and electronic copies of such information.
- 10.2 The disclosing party shall mark all confidential information disclosed in written form as confidential before passing it onto the receiving party. The same applies to confidential information transmitted by e-mail. If confidential information is disclosed orally, the receiving party shall be appropriately informed in advance and the disclosing party shall confirm in writing the confidentiality nature of the information within five working days of oral disclosure. Where the disclosing party fails to do so within the stipulated period, the receiving party shall not take any confidentiality obligations hereunder towards such information.
- 10.3 All confidential information which the disclosing party transmits or otherwise discloses to the receiving party during performance of work by TÜV Rheinland:
- a) may only be used by the receiving party for the purposes of performing the contract, unless expressly otherwise agreed in writing by the disclosing party;
- b) may not be copied, distributed, published or otherwise disclosed by the receiving party, unless this is necessary for fulfilling the purpose of the contract or TÜV Rheinland is required to pass on confidential information, inspection reports or documentation to the government authorities, judicial court, accreditation bodies or third parties that are involved in the performance of the contract;
- c) must be treated by the receiving party with the same level of confidentiality as the receiving party uses to protect its own confidential information, but never with a lesser level of confidentiality than that which is reasonably required.
- 10.4 The receiving party may disclose any confidential information received from the disclosing party only to those of its employees who need this information to perform the services required for the contract. The receiving party undertakes to oblige these employees to observe the same level of secrecy as set forth in this confidentiality clause.
- 10.5 Information for which the receiving party can furnish proof that:
- a) it was generally known at the time of disclosure or has become general knowledge without violation of this confidentiality clause by the receiving party; or
- b) it was disclosed to the receiving party by a third party entitled to disclose this information; or
- c) the receiving party already possessed this information prior to disclosure by the disclosing party; or
- d) the receiving party developed it itself, irrespective of disclosure by the disclosing party, shall not be deemed to constitute "confidential information" as defined in this confidentiality clause.
- 10.6 All confidential information shall remain the property of the disclosing party. The receiving party hereby agrees to immediately (i) return all confidential information, including all copies, to the disclosing party, and/or (ii) on request by the disclosing party, to destroy all confidential information, including all copies, and confirm the destruction of this confidential information to the disclosing party in writing, at any time if so requested by the disclosing party but at the latest and without special request after termination or expiry of the contract. This does not extend to include reports and certificates prepared for the client solely for the purpose of fulfilling the obligations under the contract, which shall remain with the client. However, TÜV Rheinland is entitled to make file copies of such reports, certificates and confidential information that forms the basis for preparing these reports and certificates in order to evidence the correctness of its results and for general documentation purposes required by laws, regulations and the requirements of working procedures of TÜV Rheinland.
- 10.7 From the start of the contract and for a period of three years after termination or expiry of the contract, the receiving party shall maintain strict secrecy of all confidential information and

shall not disclose this information to any third parties or use it for itself.

## 11. Copyrights

- 11.1 TÜV Rheinland shall retain all exclusive copyrights in the expert reports, test results, calculations, presentations etc. prepared by TÜV Rheinland.
- 11.2 The client may only use such expert reports, test results, calculations, presentations etc. prepared within the scope of the contract for the contractually agreed purpose.
- 11.3 The client may use test reports, test results, expert reports, etc. only complete and unshortened. Any publication or duplication for advertising purposes needs the prior written approval of TÜV Rheinland.

## 12. Liability of TÜV Rheinland

- 12.1 Irrespective of the legal basis, 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 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 2.5 Million Euro or equivalent amount in local currency, the total and accumulated liability of TÜV Rheinland shall be only limited to and shall not exceed the said 2.5 Million Euro or equivalent amount in local currency.
- 12.2 The limitation of liability according to article 12.1 above shall not apply to damages and/or losses caused by malice, intent or gross negligence on the part of TÜV Rheinland or its vicarious agents. Such limitation shall not apply to damages for a person's death, physical injury or illness.
- 12.3 In cases involving a fundamental breach of contract, TÜV Rheinland will be liable even where minor negligence is involved. For this purpose, a "fundamental breach" is breach of a material contractual obligation, the performance of which permits the due performance of the contract. Any claim for damages for a fundamental breach of contract shall be limited to the amount of damages reasonably foreseen as a possible consequence of such breach of contract at the time of the breach (reasonably foreseeable damages), unless any of the circumstances described in article 12.2 applies.
- 12.4 TÜV Rheinland shall not be liable for the acts of the personnel made available by the client to support TÜV Rheinland in the performance of its services under the contract, unless such personnel made available is regarded as vicarious agent of TÜV Rheinland. If TÜV Rheinland is not liable for the acts of the personnel made available by the client under the foregoing provision, the client shall indemnify TÜV Rheinland against any claims made by third parties arising from or in connection with such personnel's acts.
- 12.5 The limitation periods for claims for damages shall be based on statutory provisions.
- 12.6 None of the provisions of this article 12 changes the burden of proof to the disadvantage of the client.
13. **Partial invalidity, written form, place of jurisdiction and dispute resolution**
- 13.1 All amendments and supplements must be in writing in order to be effective. This also applies to amendments and supplements to this clause 13.1.
- 13.2 Should one or several of the provisions under the contract and/or these terms and conditions be or become ineffective, the contracting parties shall replace the invalid provision with a legally valid provision that comes closest to the content of the invalid provision in legal and commercial terms.
- 13.3 Unless otherwise stipulated in the contract, the governing law of the contract and these terms and conditions shall be chosen following the rules as below:
- a) if TÜV Rheinland in question is legally registered and existing in the People's Republic of China, the contracting parties hereby agree that the contract and these terms and conditions shall be governed by the laws of the People's Republic of China.
- b) if TÜV Rheinland in question is legally registered and existing in Taiwan, the contracting parties hereby agree that the contract and these terms and conditions shall be governed by the laws of Taiwan.
- c) if TÜV Rheinland in question is legally registered and existing in Hong Kong, the contracting parties hereby agree that the contract and these terms and conditions shall be governed by the laws of Hong Kong.
- 13.4 Any dispute in connection with the contract and these terms and conditions or the execution thereof shall be settled friendly through negotiations.
- Unless otherwise stipulated in the contract, if no settlement or no agreement in respect of the extension of the negotiation period can be reached within two months of the arising of the dispute, the dispute shall be submitted:
- a) in the case of TÜV Rheinland in question being legally registered and existing in the People's Republic of China, to China International Economic and Trade Arbitration Commission (CIETAC) to be settled by arbitration under the Arbitration Rules of CIETAC in force when the arbitration is submitted. The arbitration shall take place in Beijing, Shanghai, Shenzhen or Chongqing as appropriately chosen by the claiming party.
- b) in the case of TÜV Rheinland in question being legally registered and existing in Taiwan, to Chinese Arbitration Association Taipei Branch to be arbitrated in accordance with its then current Rules of Arbitration. The arbitration shall take place in Taipei.
- c) in the case of TÜV Rheinland being legally registered and existing in Hong Kong, to Hong Kong International Arbitration Centre (HKIAC) to be settled by arbitration under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted in accordance with these rules. The arbitration shall take place in Hong Kong.
- The decision of the relevant arbitration tribunal shall be final and binding on both parties. The arbitration fee shall be borne by the losing party.