

Report No.: **158301004a 001**

Page 1 of 9

Client: DEPESCHE VERTRIEB GMBH & CO. KG

Contact Information: Vierlander Strasse 14, 21502 Geesthacht, Germany

Test item(s): Non toys

**Identification/
Model No(s):** Lieblings Becher
Item no.: 0013594 001A-0013594 048A
Order no.: 13594/11-24

Sample obtaining method: Sending by customer

Condition at delivery: Test item complete and undamaged.

Sample Receiving date: 2024-11-21

Testing Period: 2024-11-25 to 2024-12-06

Place of testing: Chemical laboratory Hong Kong, Toys laboratory Hong Kong

Test Specification:

Please refer to "Test Result Summary List" on page 2 for details

Other information:

Country of Destination: Europe

The provided age grade of the item(s) : Not Provided

The appropriate age grade of the item(s) : Not Requested (by client)

As per client request, the item(s) was/ were tested for the age of over 3 years.

Packaging provided: No

The selection of the tested materials and parameters is based on testing experience according to the principles of proportionally considering technological probabilities. The analyses are focused on expected harmful substances caused by nature of materials and production conditions.

**For and on behalf of
TÜV Rheinland Hong Kong Ltd.**



2024-12-18

Amenda Yung/
Senior CS Manager



Wong Yiu Tong , Tommy/
Senior Lab Manager

Date

Name/Position

Date

Name/Position

*Sample information is provided by customer. Test result is drawn according to the kind and extent of tests performed.
This test report relates to the above mentioned test sample. Without permission of the test center this test report is not permitted to be duplicated in extracts. This test report does not entitle to carry any safety mark on this or similar products.
"Decision Rule" document announced in our website (<https://www.tuv.com/landingpage/en/qm-gcn/>) describes the statement of conformity and its rule of enforcement for test results are applicable throughout this test report.*

Test Report No.: 158301004a 001

Page 2 of 9

Test Result Summary :

Test Specification:

- 1 - Physical and Mechanical Test
- General Product Labeling
- Flammability Test

Test result:

- PASS
- Refer to result page
- PASS

The above test(s) are tested per requested by applicant for "The General Product Safety Regulation (GPSR): (EU) 2023/988"

2 Depesche requirement:

Arsenic Content

PASS

Test Report No.: 158301004a 001

Page 3 of 9

Material List:

Item: Lieblings Becher

Item no.: 0013594 001A-0013594 048A

Order no.: 13594/11-24

Material No.	Material	Color	Location
M001	Whole Product	Multicolor	Whole product
M002	Ceramic + coating	Multicolor	Mug A
M003	Ceramic + coating	Multicolor	Mug B
M004	Ceramic + coating	Multicolor	Mug C
M005	Ceramic + coating	Multicolor	Mug D
M006	Ceramic + coating	Multicolor	Mug E
M007	Ceramic + coating	Multicolor	Mug F
M008	Ceramic + coating	Multicolor	Mug G
M009	Ceramic + coating	Multicolor	Mug H
M010	Ceramic + coating	Multicolor	Mug I
M011	Ceramic + coating	Multicolor	Mug J
M012	Ceramic + coating	Multicolor	Mug K
M013	Ceramic + coating	Multicolor	Mug L
M014	Ceramic + coating	Multicolor	Mug M
M015	Ceramic + coating	Multicolor	Mug N
M016	Ceramic + coating	Multicolor	Mug O
M017	Ceramic + coating	Multicolor	Mug P
M018	Ceramic + coating	Multicolor	Mug Q
M019	Ceramic + coating	Multicolor	Mug R
M020	Ceramic + coating	Multicolor	Mug S
M021	Ceramic + coating	Multicolor	Mug T
M022	Ceramic + coating	Multicolor	Mug U

Test Report No.: 158301004a 001

Page 4 of 9

1. GPSR - General Product Safety Regulation
Result:
1. Physical and Mechanical Test

Test No.	Material No.	Description	Test Method	Result
T001	M001	Requirement for sharp points	Reference to EN71 Part 1	PASS
		Requirement for sharp edges	Reference to EN71 Part 1	PASS
		Fragile material	Reference to EN71 Part 1	PASS(*)

2. General Product Labeling

Test No.	Material No.	Description	Result
T001	M001	Address of manufacturer or responsible trading company	Present
		Definite identification of the article	Present

These labeling shall be indicated on the products, or where that is not possible, on its packaging or in documents accompanying the products.

3. Flammability Test

Test No.	Material No.	Description	Test Method	Result
T001	M001	General requirements	Reference to EN71 Part 2	PASS

Remark:

* Only check as received condition

Test Report No.: 158301004a 001

Page 5 of 9

2. Arsenic Content

Test Method: Acid digestion, analyzed by ICP-OES

Test Result:

Test No.	Material No.	Test Parameter	Unit	RL	Customer's Requirement	Test Result
T001	M002	Arsenic	mg/kg	10	1000	< RL
T002	M003	Arsenic	mg/kg	10	1000	< RL
T003	M004	Arsenic	mg/kg	10	1000	< RL
T004	M005	Arsenic	mg/kg	10	1000	< RL
T005	M006	Arsenic	mg/kg	10	1000	< RL
T006	M007	Arsenic	mg/kg	10	1000	< RL
T007	M008	Arsenic	mg/kg	10	1000	< RL
T008	M009	Arsenic	mg/kg	10	1000	< RL
T009	M010	Arsenic	mg/kg	10	1000	< RL
T010	M017	Arsenic	mg/kg	10	1000	< RL
T011	M018	Arsenic	mg/kg	10	1000	< RL
T012	M019	Arsenic	mg/kg	10	1000	< RL
T013	M020 + M021 + M022	Arsenic	mg/kg	10	1000	< RL
T014	M011	Arsenic	mg/kg	10	1000	< RL
T015	M012	Arsenic	mg/kg	10	1000	< RL
T016	M013	Arsenic	mg/kg	10	1000	< RL
T017	M014	Arsenic	mg/kg	10	1000	< RL
T018	M015	Arsenic	mg/kg	10	1000	< RL
T019	M016	Arsenic	mg/kg	10	1000	< RL

Abbreviation: < = less than

RL = Reporting Limit

ppm = parts per million

% = Percentage by weight

mg/kg = milligram per kilogram

Test Report No.: 158301004a 001

Page 6 of 9

Sample Photos



Test Report No.: 158301004a 001

Page 7 of 9

Sample Photos



Test Report No.: 158301004a 001

Page 8 of 9

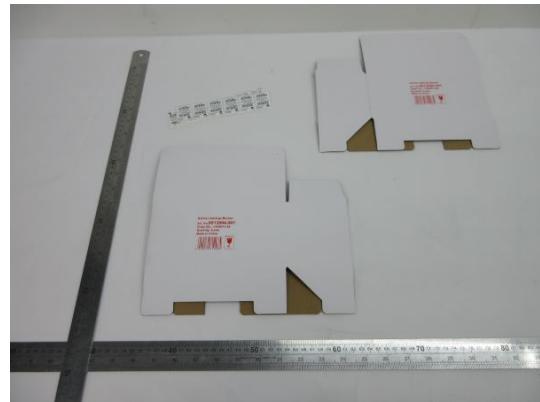
Sample Photos



Test Report No.: 158301004a 001

Page 9 of 9

Sample Photos



- END -

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

1. Scope

These General Terms and Conditions of Business of TÜV Rheinland in Greater China ("GTCB") is made between and valid only for the business of TÜV Rheinland 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 hereof includes:

- (i) a natural person capable to form legally binding contracts under the applicable laws who corresponds to the conditions of the use of a duly use;
- (ii) the incorporated or unincorporated entity, organized, validly existing and capable to form legally binding contracts under the applicable laws;
- 1.2 The following terms and conditions apply to agreed services including consultancy services, information, delivery and similar services as well as ancillary services and other secondary output services;
- 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.

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

2. Quotations

Unless otherwise agreed, all quotations submitted by TÜV Rheinland can be changed by TÜV Rheinland without prior notice to the 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 a written notice of acceptance (including notice via electronic means) to the performance of 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 three-month notice prior to the end of the contractual term.

4. Scope of services

4.1 The scope and type of the services to be provided by TÜV Rheinland shall be specified in the contractually agreed service scope of TÜV Rheinland by both parties. If no separate service scope of TÜV Rheinland exists, then the written confirmation of order by TÜV Rheinland shall be deemed to be the service scope. The service scope shall include all the details of the scope of the service description (e.g. checking the correctness and functionality of parts, products, processes, installations, organizations not listed in the service description, as well as the intended use and application of such) are not covered. In particular, no responsibility is assumed for the design, development, manufacture or assembly of an examined part, product, process or plant, unless this is expressly stated in the order.

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 not be simultaneous assumption of any guarantee of the correctness (product quality) of working parts of either tested or examined parts of the installed or tested and/or accepted services, processes, organizations, units 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 imports, TÜV Rheinland shall not be responsible for the accuracy or check of the safety programme, safety regulations on which the inspections are based, unless otherwise expressly agreed in writing.

4.6 If mandatory legal regulations and standards or official requirements for the agreed service scope change after conclusion of the contract, with a written notice to the client, TÜV Rheinland shall be entitled to add or remove requirements in accordance with the new regulations.

4.7 The services to be provided by TÜV Rheinland under the contract are agreed exclusively with the client. A contract of third parties with the services of TÜV Rheinland, as well as making available of and justifying confidence in the work results (test reports, test results, expert reports, etc.) is not part of the service scope. This also applies if the client passes on work results - in full or in part - to a third party in accordance with clause 4.4.

4.8 The client understands and agrees that in order to perform the contract with TÜV Rheinland, the client may need to sign one or more contracts/agreements with a/more third party(ies) and establish legal relationships with them that partly according to sub-contracting principles, TÜV Rheinland will merely act as a consulting, legally according to the 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 certification services to be provided by third testing and certification bodies), TÜV Rheinland will make the relevant arrangements for such services and services no longer under the scope of the contract, the client hereby agrees that TÜV Rheinland can also sub-entrust to a third party to provide agency services, but TÜV Rheinland shall not bear any 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 provided and/or applied by our company in the service process) and/or other third parties. The client also agrees that TÜV Rheinland can provide services provided by other third agent(s), 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 conduct any annual review/surveillance of the relevant testing and/or certification service results and/or the relevant testing and/or certification service results, the relevant testing and/or certification results, such fees are not within the scope of the contract price, the client shall timely perform the obligation of such annual review/surveillance and pay the corresponding fees. If the client fails to perform such obligations of the annual review/surveillance or fees payment, it may lead to the termination of the contract and/or invalidity of testing and/or certification results, which shall not be forceable by TÜV Rheinland.

4.9 For the service content agreed in the contract, if the client requires TÜV Rheinland to deliver test samples, data, etc. to any overseas laboratory or other places or sites to be designated, TÜV Rheinland shall not take any responsibility and/or risk for any problems during such delivery and the transportation process (including but not limited to any loss or damages of the samples and/or the materials, etc.). Besides, the relevant freight fees shall be borne by the client.

5. 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 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 the required documents to TÜV Rheinland.

5.3 Article 5.1 and 5.2 also apply when the client has given written notice to the client, to all extensions of agreed periods/dates of performance not caused by TÜV Rheinland.

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

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

5.6 If the client is obliged to comply with legal, officially prescribed and/or by the accreditor prescribed deadlines, it is the client's responsibility to agree on performance dates with TÜV Rheinland, which are to be observed. TÜV Rheinland is not obliged to accept such deadlines. TÜV Rheinland assumes no responsibility in this respect unless TÜV Rheinland expressly agrees in writing specifically stating that ensuring the deadlines is the contractual obligation of TÜV Rheinland.

6. The client's obligation to cooperate

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

6.2 Delivering samples, supporting data, 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 illegal and dishonest behaviours or is not included in the list of Enterprises with Serious Illegal and Dishonest Acts of People's Republic of China.

If the client breaches the aforesaid representations and warranties, TÜV Rheinland is entitled to i) immediately terminate the contract/order without prior notice; and ii) withdraw the issued testing report/documents if any.

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

7. Prices

7.1 If the scope of performance is not laid down in writing when the order is placed, invoicing shall be based on the actual quantity delivered. In 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 the equivalent value in local currency, TÜV Rheinland may demand payments on account or in instalments.

8. Payment terms

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

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

8.3 In the event 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 charge further default interest.

8.4 Should there be 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, cancellation 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.

April 2024

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. The notice period shall be the same as the period on which the rise in fees shall become effective (period of notice or change in price). 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 change 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. TÜV Rheinland shall have to right at all times to settle any amount of debt or payable by the client, including but not limited to, to setoff against any fees paid by the client under any contracts, agreement and/or orders/quotations reached with TÜV Rheinland.

9. Acceptance of work

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

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

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

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

9.5 During the following period of acceptance, the client shall be entitled to withdraw from the work if the client is not satisfied with the quality of the work (e.g. performance of the service, or the certificate is therefore to be withdrawn (e.g. performance of the audit/assessment of the service), or if the client cancels or postpones a confirmed audit date within two (2) weeks before the agreed date, TÜV Rheinland shall be entitled to immediately claim a lump sum compensation of 10% of the agreed amount as compensation for the loss suffered. The client reserves the right to prove that the TÜV Rheinland has incurred no damage whatever or only a considerably lower damage than the above mentioned lump sum.

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

10. Confidentiality

10.1 For the purpose of these terms and conditions, "confidential information" means all 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, including, tangible or intangible, those that are developed or otherwise disclosed to one Party ("the receiving party") by the other Party ("the disclosing party") in writing or orally, in printed or electronic format. Confidential information is expressly not the data and know-how collected, compiled or otherwise obtained by TÜV Rheinland (non-personal and/or proprietary to the client) within the scope of the provision set forth by TÜV Rheinland. TÜV Rheinland is entitled to store and use the data and know-how in connection with the provision of services and analysing the provision of services.10.2 The disclosing party shall mark all confidential information disclosed in written form as confidential before presenting it onto the receiving party. If the receiving party fails to do so, the disclosing party is entitled to assume that the confidential information is disclosed orally, the receiving party shall be appropriately informed in advance and the disclosing party shall confirm in writing the confidentiality of the information within five working days of oral disclosure. Where the disclosing party fails to take any action within the stipulated period, the receiving party shall take any action to keep the information confidential.10.3 The receiving party shall avoid disclosing the information to any third party, platform and/or system (e.g. Wechat, etc. Unauthorized by TÜV Rheinland) to send any confidential information to TÜV Rheinland. Instead, the client shall send any confidential information to company email to TÜV Rheinland employees through its company email. The client reserves the right to prove that the TÜV Rheinland employees used the company email for the transmission of the confidential information.10.4 The receiving party may disclose any confidential information received from the disclosing party only to those employees of the client who need this information to perform the services required by the contract. The receiving party undertakes to oblige these employees to observe 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.

10.5 The receiving party may disclose any confidential information received from the disclosing party only to those employees of the client who need this information to perform the services required by the contract. The receiving party undertakes to oblige these employees to observe the same level of confidentiality as the receiving party uses to protect its own confidential information.

10.6 All confidential information shall remain the property of the disclosing party. The receiving party agrees to immediately (i) return or destroy all copies of the confidential information, including all copies, and (ii) request the destruction of this confidential information to 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 requested by the disclosing party but at the latest and within one month after the termination or expiry of the contract. The receiving party is entitled to include reports and certificates prepared 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 and/or reporting 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.

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 and rights of use, publications

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

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

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

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

11.5 Any publication or duplication of the work results for advertising purposes or any further use of the work results beyond the scope regulated in clause 11.2. of the GTCB is prohibited without the prior written consent of TÜV Rheinland in accordance with clause 11.2. of the GTCB. 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.).

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

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

12. Liability of TÜV Rheinland

12.1 Irrespective of the legal basis, to the fullest extent permitted by applicable law, in the event of a breach of contractual obligations or tort, the liability of TÜV Rheinland for all damages, losses and reimbursement of expenses caused by TÜV Rheinland, its legal representatives and/or employees shall not exceed the amount of the agreed fee, three times the amount for the entire contract. (ii) in the case of a breach 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 the fee for the individual order.

12.2 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 2.5 Million Euro or equivalent amount in local currency.

12.3 The limitation of liability according to clause 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.

12.4 In cases involving a claim for compensation by TÜV Rheinland, the client shall be liable even where there is no fault on the part of the client. For this purpose, a "fault" means 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 foreseeable as a possible consequence of such breach of contract at the time of the fault (reasonably foreseeable damages), unless any of the circumstances described in article 12.2 applies.

12.5 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. In the case of damage, such damage may be reimbursed by the client to the extent of the damage suffered by TÜV Rheinland. 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.

12.6 Unless otherwise contracted in writing, TÜV Rheinland shall only be liable under the contract to the client.

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

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

13. Export control

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

13.2 The performance of a contract with the client is subject to the proviso that there are no obstacles to performance due to national or international foreign trade legislations or embargos and/or

sanctions. In the event of a violation, TÜV Rheinland shall be entitled to terminate the contract with immediate effect and the client shall compensate for the losses incurred thereby to 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 prior consent of the data subject which includes TÜV Rheinland to process, use, or disclose the personal data of the client. TÜV Rheinland may collect, process and store personal data of the client prior to the conclusion of the contract. TÜV Rheinland will carry out cross-border data transmission and protect the data in compliance with the privacy and personal data protection laws and regulations in China and the local country. TÜV Rheinland will take measures to avoid any personal data handling or data processing that may be contrary to the relevant laws and regulations. TÜV Rheinland will not use personal data for advertising purposes. TÜV Rheinland will not sell personal data to third parties. TÜV Rheinland will not use personal data for marketing purposes. TÜV Rheinland will not use personal data for statistical purposes. TÜV Rheinland will not use personal data for scientific research purposes. TÜV Rheinland will not use personal data for political purposes. TÜV Rheinland will not use personal data for religious purposes. TÜV Rheinland will not use personal data for trade purposes. TÜV Rheinland will not use personal data for cultural purposes. TÜV Rheinland will not use personal data for educational purposes. TÜV Rheinland will not use personal data for research purposes. TÜV Rheinland will not use personal data for medical purposes. TÜV Rheinland will not use personal data for pharmaceutical purposes. TÜV Rheinland will not use personal data for food and agriculture purposes. TÜV Rheinland will not use personal data for energy purposes. TÜV Rheinland will not use personal data for transport purposes. 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