

Test Report No.: 244382501a 001

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Client: LIEN SHENG PLASTIC INDUSTRY CO., LTD.

Contact Information: No.111, Ln.840,Sec.1, Zhongzheng E. Rd., DAYUAN DIST., TAOYUAN CITY 33745 TAIWAN, R.O.C.

Identification/Model No(s): PLA TRACER 0.32g

Sample Receiving Date: 2021-12-15

Sample Obtaining Method: Sending by customer

Condition at Delivery: Test item complete and undamaged

Testing Period: 2021-12-20 to 2021-12-22

Place of Testing: Chemical laboratory Shanghai

Test Specification:

Test Result:

Testing according to customer's specification for the following parameters:

Qualitative Identification by Fourier Transform Infrared Spectroscopy

Please refer to page 3

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



2022-01-06

Nicky Chen/Assistant Manager

Date

Name/Position

Sample information is provided by customer. Test result is drawn according to the kind and extent of tests performed.

This test report relates to the above mentioned test sample. Without permission of the test center this test report is not permitted to be duplicated in extracts. This test report does not entitle to carry any safety mark on this or similar products.

"Decision Rule" document announced in our website (<https://www.tuv.com/landingpage/en/qm-gcn/>) describes the statement of conformity and its rule of enforcement for test results are applicable throughout this test report.

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Picture and Detailed Description of the Test Sample



M001

Material List:

Material No.	Material	Color	Location	Remark
M001	Plastic	Refer to photo	Refer to photo	-

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1. Qualitative Identification by Fourier Transform Infrared Spectroscopy**Test Method:** Determination by Fourier Transform Infrared Spectroscopy**Test Results:**

Test No.	Material No.	Client claimed material	Test Result	Conclusion
T001	M001	PLA, Barium sulfate et,al.	PLA composition found but not 100%	Match

Remarks:

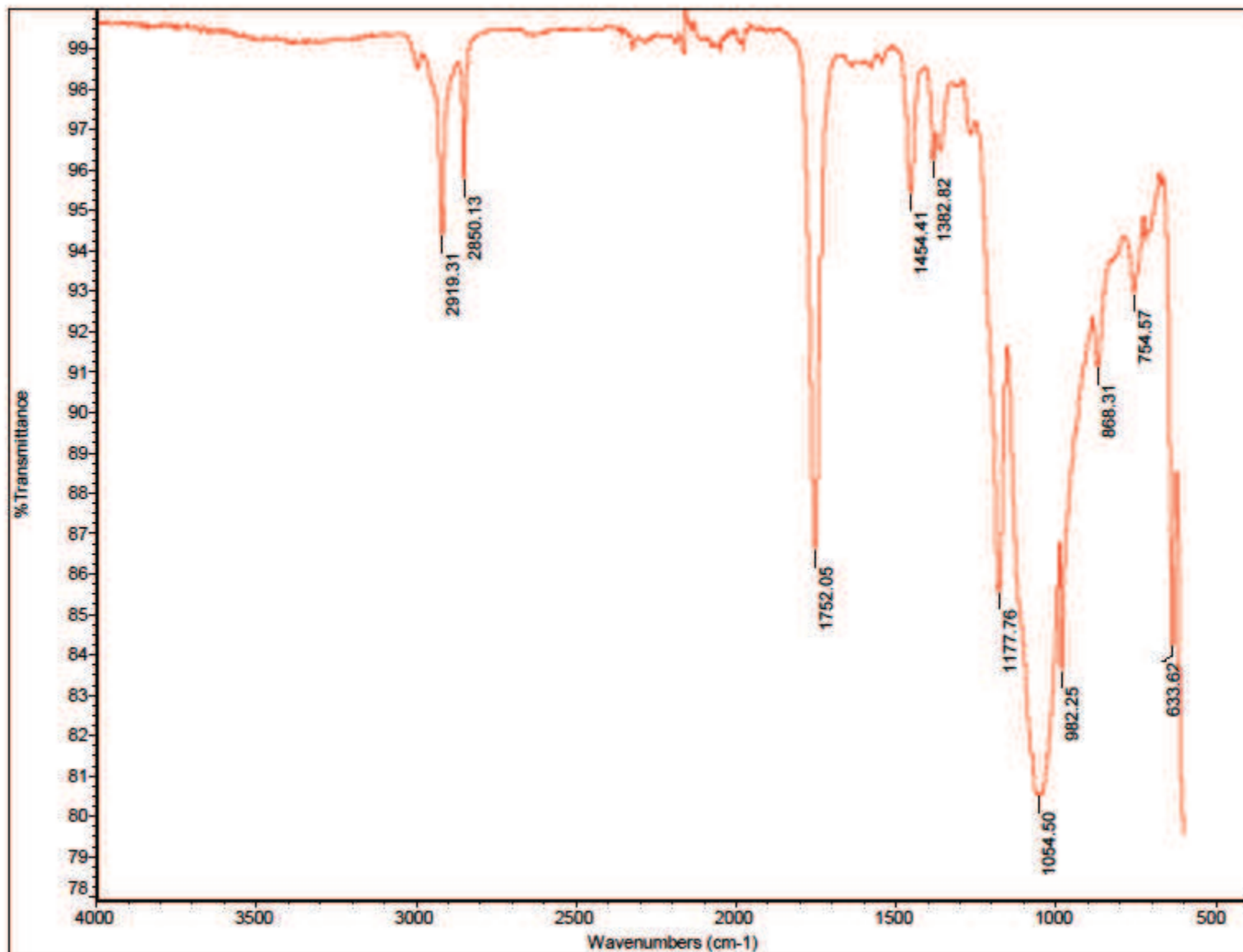
*1. Results are reported qualitatively with reference to the highest plausibly library match factor.

*2. Minor component or polymer blends due to the nature of FTIR analysis and spectral interference, not all present constituent of polymer blends or minor components may be reported.

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Picture of IR Spectrometry for M001



-End-

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

1.	Scope	8.10	TÜV Rheinland shall have the right at all times to self-pay any amount due or payable by the client, including but not limited to self-off against any fees paid by the client under any contracts, agreement and/or orders/quotations reached with TÜV Rheinland.	10.	Data protection notice
1.1	These General Terms and Conditions of Business of TÜV Rheinland in Greater China ("GTBC") is made between the client and one or more member entities of TÜV Rheinland in Greater China as addressee as the case may be ("TÜV Rheinland"). The Greater China hereof refers to Mainland China, Hong Kong and Taiwan. The client hereby includes :	9.	Acceptance of work	14.	Data protection notice
(i)	a natural person capable to form legally binding contracts under the applicable laws who concludes the contract not for the purpose of a daily use;	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.	14.1	TÜV Rheinland processes personal data of the client for the purpose of fulfilling this contract. In addition, TÜV Rheinland also processes the data for other legal purposes in accordance with the relevant legal basis. The personal data of the client will only be disclosed to other natural or legal persons if the legal requirements are met. This also applies to transfers to third countries. The personal data will be deleted immediately as soon as the corresponding reason for deletion arises. Data subjects may exercise the following rights: right of information, right of rectification, right of deletion, right of processing limitation, right of objection, right of data transferability. In addition, persons concerned by the data processing have the right to revoke their consent at any time with effect for the future, as well as the right to file a complaint with the competent data protection supervisory authority. For further details on the processing of personal data by TÜV Rheinland as the person responsible or contract processor, please refer to the respective data protection information. You can contact the Group Data Protection Officer of TÜV Rheinland by e-mail at datenschutz@de.tuv.com or by post at the following address: TÜV Rheinland AG, c/o Group Data Protection Officer, Am Grauen Stein, 51105 Cologne, Germany.
(ii)	the incorporated or unincorporated entity duly organized, validly existing and capable to form legally binding contracts under the applicable law.	9.2	If acceptance is required or contractually agreed in an individual case, this shall be deemed to have taken place two (2) weeks after completion and handover of the work, unless the client refuses acceptance within this period starting at least one fundamental breach of contract by TÜV Rheinland.	15.	Test materials/samples: transport risk and storage
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.	9.3	The client is not entitled to refuse acceptance due to insignificant breach of contract by TÜV Rheinland.	15.1	The risk and costs for freight and transport of documents or test materials/samples to and from TÜV Rheinland as well as the costs of necessary disposal measures shall be borne by the client. TÜV Rheinland will only be liable for the direct loss of test materials/samples in the laboratories or warehouses of TÜV Rheinland only in case of gross negligence.
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.	9.4	If acceptance is excluded according to the nature of the work performance of TÜV Rheinland, the confirmation of acceptance by the client is deemed to have taken place.	15.2	Any destroyed and otherwise worthless test materials/samples will be disposed of by TÜV Rheinland for the client at the expense of the client, unless otherwise agreed.
1.4	In the context of an ongoing business relationship with the client, this GTBC shall also apply to future contracts with the client without TÜV Rheinland having to refer to them separately in each individual case.	9.5	During the Follow-Audit stage, if the client was unable to make use of the time windows provided for the Follow-Audit, TÜV Rheinland reserves the right to perform the audit at a later date. The certificate is therefore to be withdrawn (e.g. performance of surveillance audits). TÜV Rheinland is entitled to immediately charge a lump-sum compensation of 10% of the order amount as compensation for expenses. The client reserves the right to prove that the TÜV Rheinland has incurred no damage whatsoever or only a considerably lower damage than the above lump sum.	15.3	Undamaged test materials/samples shall be stored by TÜV Rheinland for four (4) weeks after completion of the test. If a longer storage period is desired, TÜV Rheinland charges an appropriate storage fee.
2.	Quotations	9.6	Insofar as the client has undertaken in the contract to accept services, TÜV Rheinland shall also be entitled to charge lump-sum damages in the amount of 10% of the order amount as compensation for expenses if the services are not called within one year after the order has been placed. The client reserves the right to prove that the TÜV Rheinland has incurred no damage whatsoever or only a considerably lower damage than the above mentioned lump sum.	15.4	After the expiry of the 4 weeks or any longer period agreed upon, the test materials/samples will be disposed of by TÜV Rheinland for the client for a fee in accordance with clause 15.2.
3.	Coming into effect and duration of contracts	10.	Confidentiality	15.5	If test materials/samples or documentations are given to the client to be placed in storage at their premises, the test materials/samples and documentations must be made available to TÜV Rheinland upon request promptly and free of charge. If the client, in response to such a request, is incapable of making available the test materials/samples and/or documentations, any liability claims for material and pecuniary damage resulting from the respective storage and certification that is brought forward by the client against TÜV Rheinland shall be voided.
3.1	The contract shall come into effect for the agreed terms upon the question 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.	10.1	For the purpose of these terms and conditions, "confidential information" means all know-how, trade secrets, documents, information, drawings, expertise, information, data, test results, reports, samples, project documents, pricing and financial information, customer and supplier information, and marketing techniques and materials, tangible or intangible, that are supplied, transferred or otherwise disclosed by one Party (the "disclosing party") to the other Party (the "receiving party"), in writing or orally, in printed or electronic format. Confidential information is expressly not the data and know-how collected, compiled or otherwise obtained by TÜV Rheinland (non-personal and not proprietary to the client) within the scope of the provision of services by TÜV Rheinland. TÜV Rheinland is entitled to store, use, further develop and pass on the data obtained in connection with the provision of services for the purpose of developing new services, improving existing services and analyzing the data.	16.	Termination of the contract
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.	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 specified time, the client shall not take any confidentiality obligations hereunder towards such information. The client shall avoid using any third party platform and/or system (e.g. Wechat, Dingding, etc. Unauthorized by TÜV Rheinland) to send any confidential information to TÜV Rheinland. Instead, the client shall send any confidential information to the receiving party via email or through employees through its company email. If the client suffers from any losses or damages due to any theft or leakages to be caused by the adoption of any unauthorized confidential information sharing methods mentioned above, TÜV Rheinland shall be waived for any compensation liabilities.	16.1	Notwithstanding clause 3.3 of the GTBC, TÜV Rheinland and the client are entitled to terminate the contract in its entirety or, in the case of services combined in one contract, each of the combined parts of the contract individually and independently of the continuation of the remaining services with six (6) months' notice to the end of the contractually agreed term. The notice period shall be shortened to six (6) weeks in case TÜV Rheinland is prevented from performing the services due to a loss or a suspension of its accreditation or notification.
3.3	If the contract provides for an extension of the contract term, the contract term will be extended by the term provided in the contract unless terminated in writing by either party with a six-week notice prior to the end of the contractual term.	10.3	All confidential information which the disclosing party transmits or otherwise discloses to the receiving party and which is created during performance of work by TÜV Rheinland:	16.2	For good causes, TÜV Rheinland may consider giving a written notice to the client to terminate the contract which includes but not limited to the following:
4.	Scope of services	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;	a)	the client does not immediately notify TÜV Rheinland of changes in the conditions within the company which are relevant for certification or signs of such changes;
4.1	The scope and type of the services to be provided by TÜV Rheinland shall be specified in the contractually agreed service scope of TÜV Rheinland by both parties. If no such separate service scope of TÜV Rheinland exists, then the written confirmation of order by TÜV Rheinland shall be decisive for the service to be provided.	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;	b)	the client misses the certificate or certification mark or uses it in violation of the contract;
4.2	The agreed services shall be performed in compliance with the regulations in force at the time the contract is entered into.	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.	c)	in the event of several consecutive delays in payment (at least three times);
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.	10.4	The receiving party may disclose any confidential information received from the disclosing party only where the disclosing party has expressly agreed to this in writing. The receiving party shall be held responsible for any disclosure. The receiving party undertakes to oblige employees to observe the same level of confidentiality as set forth in this confidentiality clause.	d)	a substantial deterioration of the financial circumstances of the client occurs and as a result the payment claims of TÜV Rheinland under the contract are considerably endangered and TÜV Rheinland cannot reasonably be expected to continue the contractual relationship;
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 downstream processes, organizations, use and application in accordance with regulations, nor of the systems on which the installation is based. In particular, TÜV Rheinland shall assume no responsibility for the construction, selection of materials and assembly and installation of the system and its application in accordance with regulations, unless these requirements are expressly covered by the contract.	10.5	Information for which the receiving party can furnish proof that:	e)	in the event of any serious misrepresentation, be it by intentional fraud or grossly negligent behavior of the managers, employees or agents of the client;
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.	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	f)	if TÜV Rheinland, for reasons beyond its control, is temporarily or finally not able or entitled to continue or finalize the performance of the service, e.g. in case of force majeure, government interference, sanctions, loss of accreditation or notification, or other.
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 additional remuneration for resulting additional expenses.	b)	it was disclosed to the receiving party by a third party entitled to disclose this information; or	16.3	In the event of termination with written notice by TÜV Rheinland for good cause, TÜV Rheinland shall be entitled to a lump-sum claim for damages against the client if the conditions of a claim for damages exist. In this case, the client shall owe 15% of the remuneration to be paid until the end of the fixed contract term as lump-sum compensation. The client reserves the right to prove that there is no damage or a considerably lower damage. TÜV Rheinland reserves the right to prove a considerably higher damage in individual cases.
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 agreed services. This also applies if the client passes on work results - in full or in extracts - to third parties in accordance with clause 11.4.	c)	the receiving party already possessed this information prior to disclosure by the disclosing party; or	16.4	TÜV Rheinland is also entitled to terminate the contract with written notice if the client has not been able to make use of the time windows for auditing /service provision provided by TÜV Rheinland within the scope of a certification procedure and the certificate therefore has to be withdrawn (for example during the performance of monitoring audits). Clause 16.3 applies accordingly.
5.	Performance periods/dates	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.	17.	Force Majeure
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 agreed by TÜV Rheinland in writing.	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 purposes required by laws, regulations and the requirements of working procedures of TÜV Rheinland.	17.1	"Force Majeure" means the occurrence of an event or circumstance that prevents or impedes a Party from performing one or more of its contractual obligations under the contract, if and to the extent that that Party proves: (a) that such impediment is beyond its reasonable control; and (b) that it could not reasonably have foreseen at the time of the conclusion of the contract; and (c) that the effects of the impediment could not reasonably have been avoided or overcome by the affected Party.
5.2	If binding periods of performance have been agreed, these periods shall not commence until the client has submitted all required documents to TÜV Rheinland.	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.	17.2	In the absence of proof to the contrary, the following events affecting a Party shall be presumed to fulfil conditions (a) and (b) under paragraph 1 of this Clause: (i) war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilization; (ii) civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy; (iii) currency and trade restriction, embargo, sanction; (iv) act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalization; (v) plague, epidemic, natural disaster or extreme natural event; (vi) explosion, fire, destruction of equipment, prolonged breakdown of transport, telecommunication, information system or energy; (vii) general labor disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises.
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.	11.	Copyrights and rights of use, publications	17.3	The Party successfully invoking this Clause is relieved from its duty to perform its obligations under the contract and from any liability in damages or from any other contractual remedy for breach of contract, from the time at which the impediment causes inability to perform, provided that the notice thereof is given without delay. If notice thereof is not given without delay, the relief is effective from the time at which notice thereof reaches the other Party. Where the effect of the impediment or event invoked is temporary, the above consequences shall apply only as long as the impediment invoked impedes performance by the affected Party. Where the duration of the impediment involved has the effect of substantially depriving the contracting Parties of what they were reasonably entitled to expect under the contract, either Party has the right to terminate the contract by notification within a reasonable period to the other Party. Unless otherwise agreed, the Parties expressly agree that the contract may be terminated by either Party if the duration of the impediment exceeds 120 days.
5.4	TÜV Rheinland is not responsible for a delay in performance, in particular if the client has not fulfilled his duties to cooperate with TÜV Rheinland in full or not done so in time and, in particular, has not provided TÜV Rheinland with all documents and information required for the performance of the service as specified in the contract.	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 others the right to use the work results for individual or all types of use ("right of use").	18.	Hardship
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 at least to the duration of the hindrance plus any time period which may be required to resume performance.	11.2	The client receives a simple, limited, non-transferable, non-sublicensable right of use to the contents of the test results produced within the scope of the contract, unless otherwise agreed by the parties in a separate agreement. The client may only use such reports, expert reports/opinions, test reports/results, results calculations, presentations etc. prepared within the scope of the contract for the contractually agreed purpose.	18.1	The Parties are bound to perform their contractual duties even if events have rendered performance more onerous than could reasonably have been anticipated at the time of the conclusion of the contract.
6.	The client's obligation to cooperate	11.3	The transfer of right of use of the generated work results regulated in clause 11.2 of the GTBC is subject to full payment of the remuneration agreed in favour of TÜV Rheinland.	18.2	Notwithstanding paragraph 1 of this clause, where a Party proves that:
6.1	The client shall guarantee that all cooperation required on its part, its agents or third parties will be provided in good time and at no cost to TÜV Rheinland.	11.4	The client may use work results only complete and unshortened. The client may only pass on the work results in full unless TÜV Rheinland has given its prior written consent to the partial passing on of work results.	a)	the continued performance of its contractual duties would have been excessively onerous due to an event beyond its reasonable control which it could not reasonably have been expected to have taken into account at the time of the conclusion of the contract; and that
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. And the client represents and warrants that:	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 needs the prior written approval of TÜV Rheinland in each individual case.	b)	it could not reasonably have avoided or overcome the event or its consequences, the Parties are bound, within a reasonable period of time after the occurrence of this Clause, to negotiate alternative contractual terms which reasonably allow to overcome the consequences of the event.
a)	has required statutory qualifications;	11.6	TÜV Rheinland may revoke a once given approval according to clause 11.5 at any time without stating reasons. In this case, the client is obliged to stop the transfer of the work results immediately at his own expense and, as far as possible, to withdraw publications.	18.3	Where Clause 18.2 applies, but where the Parties have been unable to agree alternative contractual terms as provided in that paragraph, the Party invoking this Clause is entitled to terminate the contract, but cannot request adaptation by the judge or arbitrator without the agreement of the other Party.
b)	the product, service or management system to be certified complies with applicable laws and regulations; and	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.	19.	Partial invalidity, written form, place of jurisdiction and dispute resolution
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.	12.	Liability of TÜV Rheinland	19.1	All amendments and supplements must be in writing in order to be effective. This also applies to amendments and supplements to this clause 17.1.
If the client breaches the aforesaid representations and warranties, TÜV Rheinland is entitled to i) immediately terminate the contract/order without prior notice; and i) withdraw the issued testing report/certificates if any.		12.1	Respective of the legal basis, to the fullest extent permitted by applicable law, in the event of a breach of contractual obligations or tort, the liability of TÜV Rheinland for all damages, losses and reimbursement of expenses caused by TÜV Rheinland, its legal representatives and/or employees shall be limited to: (i) in the case of a contract with a fixed overall fee, three times the overall fee for the entire contract; (ii) in the case of a contract for 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.	19.2	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.
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 where a fixed or maximum price is agreed, TÜV Rheinland shall be entitled to charge extra fees for such additional expenses.		12.2	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.	19.3	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:
7.	Prices	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 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.	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;
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.	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.	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;
7.2	Unless otherwise agreed, work shall be invoiced according to the progress of the work.	12.5	Unless otherwise contractually agreed in writing, TÜV Rheinland shall only be liable under the contract to the client.	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.
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.	12.6	The limitation periods for claims for damages shall be based on statutory provisions.	19.4	Any dispute in connection with the contract and these terms and conditions or the execution thereof shall be settled friendly through negotiations.
8.	Payment terms	12.7	None of the provisions of this article 12 changes the burden of proof to the disadvantage of the client.		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:
8.1	All invoice amounts shall be due for payment without deduction on receipt of the invoice. No discounts and rebates shall be granted.	13.	Export control	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.
8.2	Payments shall be made to the bank account of TÜV Rheinland as indicated on the invoice, stating the invoice and client numbers.	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.	b)	in the case of TÜV Rheinland in question being legally registered and existing in Taiwan, to Chinese Arbitration Association, Taipei to be arbitrated in accordance with its then current Rules of Arbitration. The arbitration shall take place in Taipei.
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.	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.	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.
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.				