

MSDS Report

MSDS 报告

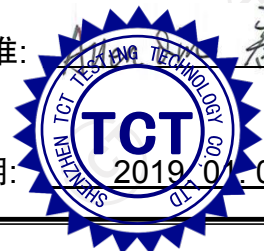
Prepared For: 申请商:	NINGBO DAYANG INDUSTRY AND TRADE CO., LTD 宁波大央工贸有限公司
Address: 地址:	No.95, Lane 311 Kaiyuan Road, Hongtang Industrial Zone, Ningbo,China 315000 宁波市江北区开元路311弄95号 (10幢)
Product Name: 产品名称:	Rechargeable Cylinder Lithium-ion Cell 可充电圆柱锂离子电芯
Model: 型号:	HY18650 1800mAh
Nominal Voltage: 额定电压:	3.7V
Rated Capacity: 额定容量:	1800mAh, 6.66Wh
Weight: 重量:	45.0g
Dimension: 尺寸:	18.3mm×65.7mm (D×H)
Prepared By: 编制单位:	Shenzhen TCT Testing Technology Co., Ltd. 深圳市通测检测技术有限公司 1B/F., Building 1, Yibaolai Industrial Park, Qiaotou, Fuyong, Baoan District, Shenzhen, Guangdong, China 广东省深圳市宝安区福永桥头亿宝来工业城 1 栋 1 层 B
Report No.: 报告编号:	TCT181218M011

Written by 编写: Alisa Tu 涂莹莹

Approved by 批准: 秦超

Inspected by 审核: Amy Zeng 曾凡

Date 日期: 2019-04-01



Material Safety Data Sheet 化学品安全技术说明书**Section 1- Chemical Product & Company Identification****第一部分 化学品及企业标识**

Product Name: 产品名称:	Rechargeable Cylinder Lithium-ion Cell 可充电圆柱锂离子电芯
Manufacture: 制造商:	Shenzhen Huayu New Energy Technology Co., Ltd. 深圳市华宇新能源科技有限公司
Address: 地址:	Floor #3, Building C, No. 236, Longxifumin Road, Longcheng Street, Longgang District, Shenzhen City 深圳市龙岗区龙城街道龙西富民路 236 号 C 栋 3 楼
Contact Person: 联系人:	Ms. Wen 文小姐
Tel: 电话:	+86-755-33162795
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Emergency Tel: 应急电话:	+86-755-33162795
E-mail: 邮箱:	595324611@qq.com
Item Code: 项目号:	TCT181218M011

Section 2- Hazards Identification**第二部分 危险性概述**

Classification of Danger 危险性类别	See section 14. 见第十四部分。
Primary Route(s) of Exposure 浸入途径	Eye, skin contact, ingestion. 眼睛, 皮肤接触, 摄入。
Health Hazard 健康危害	<p>The batteries are not hazardous when used according to the instructions of manufacturer under normal conditions. In case of abuse, there's Hazard of rupture, fire, heat, leakage of internal components, which could cause casualty loss. Abuses including but not limited to the following cases: charged for long time, short circuited, put into fire, whacked with hard object, punctured with acute object, crushed, and broken.</p> <p>正常条件下根据制造商的说明使用电池不会产生危害。使用不当的情况下, 有破裂、起火、发烫、内部成分泄漏的危险, 并可能造成意外损失。使用不当的行为包括但不限于下列情况: 长时间充电、短路、投入火中、硬物撞击、尖物刺破、破碎, 和破裂。</p>

Section 3- Composition/Information on Ingredients

第三部分 成分/组成信息

<i>Chemical Name</i> 化学名称	<i>Concentration or concentration ranges (%)</i> 浓度或浓度范围(%)	<i>CAS Number</i> CAS 号(化学文摘索引登记号)
Lithium Cobalt Oxide 钴酸锂	15-40	12190-79-3
Graphite 石墨	10-30	7782-42-5
Phosphate(1-), hexafluoro-, lithium 六氟磷酸锂	10-30	21324-40-3
Copper 铜	7-13	7440-50-8
Aluminum foil 铝箔	5-10	7429-90-5
Nickel 镍	1-5	7440-02-0
PVC 聚氯乙烯	1-3	9002-86-2

Labeling according to EC directives.

标签根据 EC 指令。

No symbol and Hazard phrase are required.

不需要象形符号和危险短语。

Note: CAS number is Chemical Abstract Service Registry Number.

注意: CAS 号是化学文摘服务注册号码。

N/A=Not apply.

N / A =不适用。

Section 4- First Aid Measures

第四部分 急救措施

<i>Eye</i> 眼睛	Flush eyes with plenty of water for at least 15 minutes, occasionally lifting the upper and lower eyelids. Get medical aid. 万一接触, 立即用大量的清水冲洗至少 15 分钟, 翻起上下眼睑, 直到化学的残留物消失为止, 迅速就医。
<i>Skin</i> 皮肤	Remove contaminated clothes and rinse skin with plenty of water or shower for 15 minutes. Get medical aid. 万一接触, 用大量水冲洗至少 15 分钟, 同时除去污染的衣物和鞋子, 迅速就医。
<i>Inhalation</i> 吸入	Remove from exposure and move to fresh air immediately. Use oxygen if available. 立即从暴露处移至空气清新处, 如果呼吸困难给予输氧, 立即就医。
<i>Ingestion</i> 食入	Give at least 2 glasses of milk or water. Induce vomiting unless patient is unconscious. Call a physician. 饮用至少两杯牛奶或水。如果当事人仍然清醒可以采取催吐的方法, 并且立即就医。

Section 5- Fire Fighting Measures

第五部分 消防措施

<p>Characteristics of Hazard 危险特性</p>	<p>Dusts at sufficient concentrations can form explosive mixtures with air. Combustion generates toxic fumes. 高密度粉尘遇空气会形成爆炸性混合物。燃烧生成有毒烟雾。</p>
<p>Hazardous Combustion Products 燃烧产生的危险物品</p>	<p>Carbon dioxide. 二氧化碳。</p>
<p>Fire-extinguishing Methods and Extinguishing Media 灭火方法及灭火剂</p>	<p>For small fires, use water spray, dry chemical, carbon dioxide or chemical foam. 对于小型火险, 可使用水枪, 干冰 (也就是液态二氧化碳) 或化学泡沫。</p>
<p>Attention in Fire-extinguishing 灭火注意事项</p>	<p>Wear self-contained breathing apparatus in pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear. 因为压强关系, 要穿戴可呼吸式全身防护装备, MSHA/NIOSH (经认证或等效的), 以及佩戴全套防护装置。</p>

Section 6- Accidental Release Measures

第六部分 泄露应急处理

<p>Personal Precautions, protective equipment, and emergency procedures 个人预防措施、防护装备和应急程序</p>	<p>In case of rupture. Attention! Corrosive material. Avoid contact with skin, eyes and clothing. Ensure adequate ventilation. Use personal protective equipment as required. Evacuate personnel to safe areas. Keep people away from and upwind of spill/leak. Refer to protective measures listed in Sections 7 and 8. 万一破裂。注意! 腐蚀性物质。避免接触皮肤, 眼睛或衣服。确保空气流通。根据需要使用个人防护装备。将人员撤离到安全区域。让人们远离溢出/泄漏处和处于逆风。参考第七部分和第八部分中列出的防护措施。</p>
<p>Environmental Precautions 环境保护措施</p>	<p>Prevent product from contaminating soil and from entering sewers or waterways. 防止产品污染土壤和进入下水道或水道。</p>
<p>Methods and materials for Containment 方法和材料控制</p>	<p>Stop the leak if safe to do so. Contain the spilled liquid with dry sand or earth. Clean up spills immediately. 出于安全, 阻止泄漏, 可以用干砂或泥土来遏制液体溢出, 立即清理溢出物。</p>
<p>Methods and materials for cleaning up 清理的方法和材料</p>	<p>Absorb spilled material with an inert absorbent (dry sand or earth). Scoop contaminated absorbent into an acceptable waste container. Collect all contaminated absorbent and dispose of according to directions in Section 13. Scrub the area with detergent and water; collect all contaminated wash water for proper disposal.</p>

	用惰性吸收剂(干砂或泥土)吸收溢出的材料。污染物转移到可接受的废物容器中。收集所有受污染的吸收剂,按照第十三部分的说明进行处理。用洗涤剂和水清洁污染区域,收集所有受污染的洗涤水,妥善处理。
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Section 7- Handling and Storage
第七部分 操作处置与储存

Handling 操作	The battery may explode or cause burns, if disassembled, crushed or exposed to fire or high temperatures. Do not short or install with incorrect polarity. 拆解、挤压、直接放入火中或高温条件下,电池可能发生爆炸和燃烧。禁止短路或将电池正负极错误的安装在设备中。
Storage 储存	Store in a cool, dry, well-ventilated area away from incompatible substances. Store locked up. Keep out of the reach of children. 储藏于阴凉,干燥,通风处,远离接触会发生反应的材料。存储锁定。放在儿童无法接触的地方。
Other Precautions 其他要注意的防范措施	In case of rupture. Handle in accordance with good industrial hygiene and safety practice. Avoid contact with skin, eyes or clothing. Use personal protection equipment. 万一破裂。按照良好的工业卫生和安全规范进行操作。避免接触皮肤,眼睛或衣服。使用个人防护设备。

Section 8 - Exposure Controls/Personal Protection
第八部分 接触控制和个体防护

Engineering Controls 工程控制	Use adequate ventilation to keep airborne concentrations low. If used under conditions that generate particulates, the ACGIH TLV-TWA of 3mg/m ³ respirable fraction (10mg/m ³ total) should be observed. 保证空气流通使空气密度保持在低水平。如果在会生成微粒的情况下使用,应仔细观察 3mg/m ³ ACGIH TLV-TWA 3 的吸入量(总量为 10mg/m ³)。
Personal Protective Equipment 个人防护设备	Eye and Face Protection: None required for consumer use. If there is a Hazard of contact: Tight sealing safety goggles. Face protection shield. 眼睛和脸部保护:消费者无需使用。如果有接触危险:密封安全护目镜。面部防护罩。 Skin and Body Protection: None required for consumer use. If there is a Hazard of contact: Wear protective gloves and protective clothing. 皮肤和身体防护:消费者无需使用。如果有接触危险:穿戴防护手套和防护服。 Respiratory Protection: No protective equipment is needed under normal use conditions. If exposure limits are exceeded or irritation is experienced, ventilation and evacuation may be required.

呼吸系统防护：正常使用条件下不需要防护设备。如果超过暴露限值或发生刺激，可能需要通风和疏散。

Section 9- Physical and Chemical Properties

第九部分 理化特性

Physical State 物理状态	Appearance: Cylindrical 外形：圆柱形
	Odour: If leaking, smells of medical ether. 气味：泄漏时，医用乙醚的气味。
Change in condition 变化的条件：	
pH 酸碱度	Not applicable as supplied. 不适用。
Flash Point 闪点	Not applicable unless individual components exposed. 除非单个的组件暴露，否则不适用。
Flammability 易燃度	Not applicable unless individual components exposed. 除非单个的组件暴露，否则不适用。
Relative density: 相对密度	Not applicable unless individual components exposed. 除非单个的组件暴露，否则不适用。
Solubility (water) 溶解性（水溶性）	Not applicable unless individual components exposed. 除非单个的组件暴露，否则不适用。
Solubility (other) 溶解性（其他）	Not applicable unless individual components exposed. 除非单个的组件暴露，否则不适用。

Section 10 – Stability and Reactivity

第十部分 稳定性和反应性

Chemical Stability 化学稳定性	Stable under recommended storage conditions. 在推荐的储存条件下可以保持稳定。
Possibility of Hazardous Reactions 危险反应的可能性	None under normal processing. 正常处理下没有。
Conditions to Avoid 应避免的条件	Exposure to air or moisture over prolonged periods. 暴露在空气中或长时间受潮。
Incompatible materials 不相容材料	Acids, Oxidizing agents, Bases. 酸，氧化剂，碱。
Hazardous Decomposition Products 有危害分解物	Carbon oxides. 二氧化碳。

Section 11 – Toxicological Information**第十一部分 毒理学信息**

Irritation 刺激	In the event of exposure to internal contents, vapour fumes may be very irritating to the eyes and skin. 内部物质暴露的情况下, 蒸汽烟雾可能对眼睛和皮肤的刺激性。
Sensitization 致敏	Not Available. 不适用。
Reproductive Toxicity 再生毒性	Not Available. 不适用。
Toxicologically Synergistic Materials 协同材料毒理学	Not Available. 不适用。

Section 12-Ecological Information**第十二部分 生态学信息**

General note: 通用信息:	Do not allow undiluted product or large quantities of it to reach ground water, water course or sewage system. 不允许未稀释或大量的产品接触地下水、水道或污水处理系统。
Anticipated behavior of a chemical product in environment/possible environmental impact/ ecotoxicity 化学产品对环境/可能的环境预期的行为的一种生态毒性	Not Available. 不适用。

Section 13 – Disposal Considerations**第十三部分 废弃处置**

Waste Treatment 废弃处置方法	Recycle or dispose of in accordance with government, state & local regulations. 建议遵照国家和地方法规处置或再利用。
Attention for Waste Treatment 废弃注意事项	Deserted batteries shouldn't be treated as ordinary trash. Shouldn't be thrown into fire or placed in high temperature. Shouldn't be dissected, pierced, crushed or treated similarly. Best disposal method is recycling. 废电池不能被当作普通垃圾。不能扔进火中或置于高温下。不能解体, 刺穿, 破碎或类似的处理。最好的处理办法是回收利用。

Section 14 – Transport Information

第十四部分 运输信息

<p>UN number 联合国货物编号 (UN 编号)</p>	<p>3480 & 3481</p>
<p>Proper shipping name 运输专用名称</p>	<p>Lithium ion batteries (limited to a maximum of 30% SoC) or; 锂离子电池 (荷电状态不得超过其额定容量的 30%) 或; Lithium ion batteries packed with equipment (including lithium ion polymer batteries) or; 与设备一起包装的锂离子电池 (包括锂离子聚合物电池) 或; Lithium ion batteries contained in equipments (including lithium ion polymer batteries). 包含在设备中的锂离子电池 (包括锂离子聚合物电池)。</p>
<p>Class or division 危险货物类别</p>	<p>9</p>
<p>Label(s) / Placard Required 标签/标牌要求</p>	<p>Miscellaneous Lithium batt 杂项锂电池</p>
<p>Special precautions which a user needs to be aware of, or needs to comply with, in connection with transport or conveyance either within or outside their premises. 无论是对内还是对外的运输或运输方式, 用户都需要注意或遵守的特殊预防措施。</p>	
<p>ICAO / IATA: 国际民用航空组织/国际航空运输协会:</p>	<p>Can be shipped by air in accordance with International Civil Aviation Organization (ICAO), TI or International Air Transport Association (IATA), DGR Packing Instructions (PI) 965 Section II/Section IB, PI 966 Section II and PI 967 Section II appropriate of IATA DGR 60th (2019 Edition) for transportation. 货物可根据民用航空组织 (ICAO), TI 或国际航空运输协会 (IATA), DGR 60th (2019 版) 包装说明(PI)965 Section II/Section IB, PI 966 Section II 和 PI 967 Section II 相关规定进行空运。</p>
<p>IMDG CODE: 国际海运危险货物规则:</p>	<p>The batteries are not restricted to IMDG Code 2018 Edition (Amdt 39-18) according to special provision 188. 根据特殊规定 188, 该电池不受 IMDG Code 2018 版(Amdt 39-18)限制。</p>
<p>DOT: 美国运输部:</p>	<p>Other requirements for the US Department of Transportation (DOT) Subchapter C, Hazardous Materials Regulations if shipped in compliance with 49 CFR 173.185. 美国运输部 (DOT) 有害物质规则 C 分章中的其他规定, 运输符合要求 49 CFR 173.185。</p>
<p>ADR/ ADN: 欧洲国际陆运危险货物协定/关于内 陆水道国际运输危险货物的欧洲协 定:</p>	<p>The batteries are not subject to the provisions of United Nations Economic Commission for Europe (UNECE) ADR/ADN if they meet the requirements of special provision 188 of Chapter 3.3. Applicable as from 1 January 2019. 自 2019 年 1 月 1 日起适用于联合国欧洲经济委员会 (UNECE) ADR / ADN, 如果电池符合第 3.3 章第 188 条的特殊要求, 则电池不受限制。</p>
<p>In addition, to be permitted in transport each lithium cell and battery types must have passed the applicable tests set out in Subsection 38.3 of the UN Manual of Tests and Criteria. 此外, 每个锂电芯和电池类型都必须通过联合国《关于危险货物运输的建议书 试验和标准手册》第 38.3 节规定的适用测试。</p>	

Section 15 – Regulatory Information

第十五部分 法规信息

Dangerous Goods Regulations

《危险物品规则》

Recommendations on the Transport of Dangerous Goods-Model Regulations (20th revised edition)

联合国《关于危险货物运输的建议书 规章范本》（20th 修订版）

Recommendations on the Transport of Dangerous Goods-Manual of Tests and Criteria

联合国《关于危险货物运输的建议书 试验和标准手册》

International Air Transport Association (IATA)

《国际航空运输协会》（IATA）

International Maritime Dangerous Goods (IMDG Code 2018 Edition Amdt 39-18)

《国际海运危险货物规则》（IMDG Code 2018 版 Amdt 39-18）

Technical Instructions for the Safe Transport of Dangerous Goods

《危险货物安全运输技术指南》

Classification and code of dangerous goods (GB 6944-2012)

《危险货物分类和品名编号》 - GB 6944-2012

2012 OSHA Hazard Communication Standard (29 CFR 1910.1200)

2012《职业安全与健康标准》危险通信标准（29 CFR 1910.1200）

Toxic Substance Control Act (TSCA)

《有毒物质控制法》（TSCA）

Code of Federal Regulations

《联邦条例》

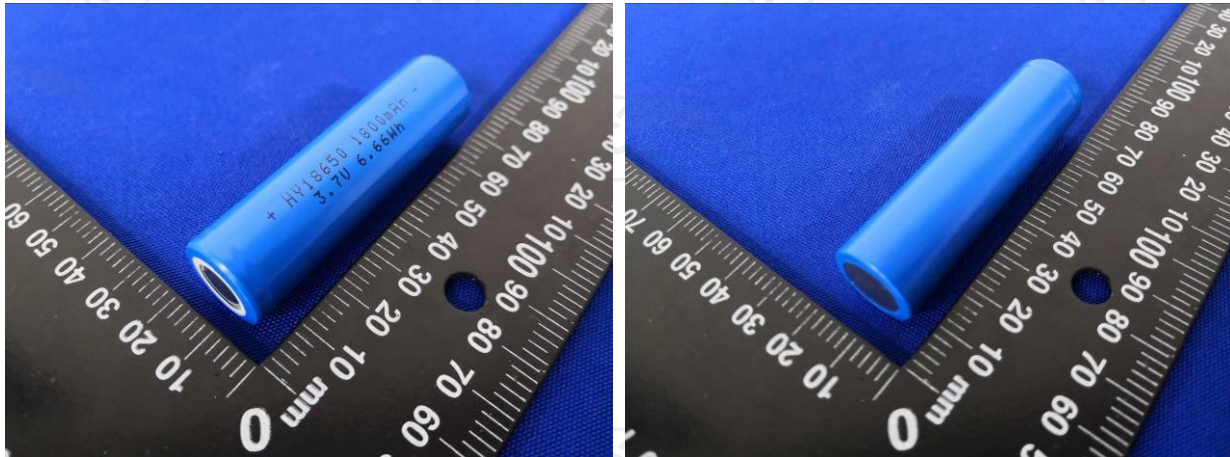
In accordance with all Federal, State and local laws

符合所有联邦、州和地方法律

Section 16 – Additional Information 第十六部分 其他信息

MSDS creation date: 2019 Version: 1.0

Sample photo 样品照片:



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The data/information contained herein has been reviewed and approved for general release on the basis that this document contains no export controlled information.

本文所包含的数据/信息已经过审核和批准，但本文档不包含出口管制信息。

*****End of report*****
*****报告结束*****

Report No.: TCT181218M011

Shenzhen TCT Testing Technology Co., Ltd. 深圳市通测检测技术有限公司

1B/F., Building 1, Yibaolai Industrial Park, Qiaotou, Fuyong, Baoan District, Shenzhen, Guangdong, China

中国广东省深圳市宝安区福永桥头亿宝来工业城 1 栋 1 层 B

Search Number: TCT181218M011C

Search System: <http://www.tct-lab.com/cn/search.asp>

Report No.: 0174095579a 001

Page 1 of 4

Client: HANGZHOU HUAWEI ELECTRONIC CO., LTD
9th Floor of 2nd Building of West Port, XiHu Technology Park, XiHu District, Hangzhou, P. R. China

Test item(s): 1 battery

Identification/ LITHIUM BATTERY

Model No(s): HW 18650

Sample Receiving date: 2018-11-28

Testing Period: 2018-12-06 to 2018-12-11

Test Specification:

Test result:

1. Heavy Metal Test for Battery Directive 2006/66/EC and its amendment 2013/56/EU

PASS

Other information:

Country of Origin: China

For and on behalf of
TÜV Rheinland (Guangdong) Ltd.



2018-12-13 Brook Zheng / Senior 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.

Test Report No.: 0174095579a 001

Page 2 of 4

Material List:

Item: LITHIUM BATTERY
HW 18650

Material No.	Material	Color	Location
M001	Battery	Multicolor	Lithium battery

1. Battery test 2006/66/EC

Test Method: Acid digestion, analyzed by ICP-OES/AAS

Test result

Test No.	Material No.	Test Parameter	Unit	RL	Regulatory requirement	Test Result
					Maximum Permissible Limit	
T001	M001	Cadmium	%	0.001	Portable battery / Accumulator: 0.002	n.d.
		Lead	%	0.001	n.a.	n.d.
		Mercury	%	0.0005	0.0005	n.d.

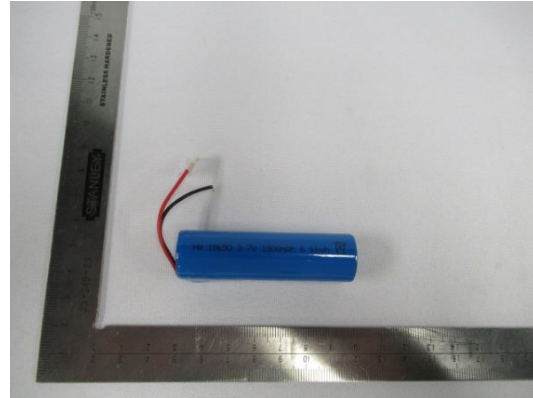
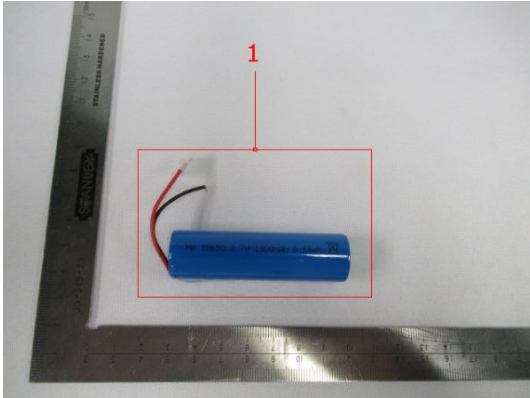
Abbreviation: Pb = Lead
 Cd = Cadmium
 Hg = Mercury
 n.d.= not detected (<Reporting Limit)
 n.a.= not applicable
 RL = Reporting Limit

Remark:

- * The requirement is following article 4 and 21 of Directive 2006/66/EC and 2013/56/EU.
- *1 According to Directive 2006/66/EC, all batteries, accumulators and battery packs must be appropriately marked with the symbol indicating 'separate collection' shown below.



Sample Photos



Product

- 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.