

WELDAS®

The Professional's Choice



Arc Knight®



Part # 10-2020-CR

Weldas® has specialized in making products for the welder that are comfortable, practical and durable. This glove is primarily made for metal inert gas MIG welding, but versatile enough to perform many different functions. The glove palm is made from durable, soft Top Grain Cowhide providing comfort and superior fingertip control, while the back is made from Grade A side split cowhide for heat and spark resistance. As if that wasn't enough, these are also ANSI A6 cut resistant lined and fully Kevlar® sewn. You'll also notice that we welted the seams to eliminate seam exposure which will minimize seam burnout. Enjoy!

Applications

Light, Medium, Heavy Duty Welding

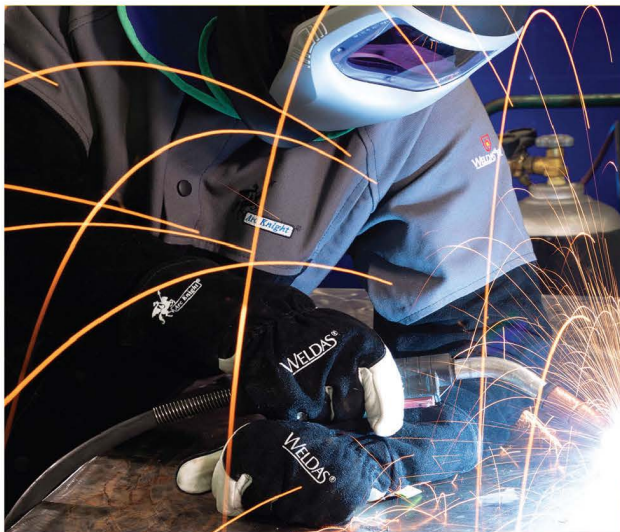
Testing

Meets
ANSI/ISEA 105-2016
Performance level A6

Meets
ANSI/AWS Z49.1

Features & Benefits

- Length: 4" Cuff
- Material: Premium Pearl Grain Cowhide, Black Side Split Cowhide Leather, Black Kevlar® stitching, ANSI A6 CR lining.
- Safety Features: Welted high impact seams, reinforced thumb, ANSI A6 CR lining.



Part #	Size	UPC
10-2020S	Small	726223120208
10-2020M	Medium	726223220205
10-2020L	Large	726223320202
10-2020XL	XLarge	726223420209
10-2020XXL	2XLarge	726223520206

Report No.: 244497262a 001
Client: AO HU WELDING PPE LIMITED (OPERATED BY MISSION SUMMIT INTERNATIONAL LIMITED)
Contact Information: Block 1 and 1-2/F Block 2, No. 28, Jinshi Road, Shima Jing Guanlan, Longhua New Zone, Shenzhen City, Guangdong, P.R. China

Sample Description as Declared:

No. Of Sample : One pcs
Fibre Content : -
Material : Textile
Finishing : -
End Uses : -
Colour : Please refer to material list
Style No. : -
Style Name# : -
Order No./PO No. : -
Standard : -

Applicant's Provided Care Instruction/Label: -

Sample obtaining method: Sending by customer
Condition at delivery: Test item complete and undamaged.
Sample Receiving date: 2023-02-28
Testing Period: 2023-02-28 to 2023-03-06
Place of testing: Textiles laboratory Shanghai

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



2023-03-08

Carmen Yan / Department 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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Summary of Test Result(s):

Test parameter	Result	Failed Material No.
Cut Resistance	PASS	-

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Material List:

Material No.	Material	Color	Location
M001	Textile	Yellow/white	Knitted fabric

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1. Cut Resistance

Test method : ANSI/ISEA 105-2016, clause 5.1.1

The blade sharpness correction factor : 1.18

	<u>M001</u>			<u>Requirement</u>
	Specimen 1	Specimen 2	Specimen 3	
Rating Force (gf)	3303	3241	3297	
Average of Rating Force (gf)		3280		200
Performance level		A6		A1

Remark:	<u>Performance level</u>	<u>Weight (gf) needed to cut through material with 20mm of blade travel</u>
	A1	≥200
	A2	≥500
	A3	≥1000
	A4	≥1500
	A5	≥2200
	A6	≥3000
	A7	≥4000
	A8	≥5000
	A9	≥6000

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Sample Photo



- END -

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

- Scope**

1.1 These General Terms and Conditions of Business of TÜV Rheinland in Greater China ("GTBCB") 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"). The Greater China here refers to Mainland China, Hong Kong and Taiwan. The client here includes

 - a natural person engaged in a normal legal trading contracts under the applicable laws who concludes the contract not for the purpose of a daily use;
 - the incorporated or unincorporated entity duly organized, validly existing and capable to form legally binding contracts under the applicable law.

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 of the client shall form part of the contract even if TÜV Rheinland does not explicitly object to them.

1.4 In the event of an ongoing business relationship with the client, this GTBCB shall also apply to future contracts with the client without TÜV Rheinland having to refer to them separately in each individual case.
- Quotations**

1. 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.
- 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 request by the client being carried out by TÜV Rheinland. If the client instructs TÜV Rheinland without receiving a quotation from TÜV Rheinland to proceed with the work, it is its sole discretion, entitled to accept the order by giving written notice of such acceptance (including notice sent via electronic means) to the client. If the client does not object to the acceptance of the order, 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.

3.2 If the contract provides for a trial period, 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.
- 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 such separate service scope of TÜV Rheinland exists, then the contract conditions of order by TÜV Rheinland shall be decisive for the service to be provided. Unless otherwise agreed, services beyond the scope of the service description (e.g. checking the correctness and functionality of parts, process or process based 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, selection of materials, construction and use 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 be no simultaneous assumption of any guarantee of the correctness (pending quality or testing) of either tested or examined parts nor of the installation as a whole and its upstream and/or downstream processes, organizations, use and application in accordance with regulations, nor of the systems on which the installation is based. In particular, TÜV Rheinland shall assume no responsibility for the construction, selection of materials and assembly of installations examined, 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 regulations and/or official requirements for the agreed service scope unless otherwise expressly agreed in writing.

4.6 If mandatory legal regulations and standards or official requirements for the agreed service scope exceed those of the contract, written notice to the client, TÜV Rheinland shall be entitled to additional remuneration for resulting additional expenses.

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 a justifying confidence in the work results (test reports, test results, expert reports, etc.) is not part of the agreed services and shall not be transferred to third parties, in full or in extracts, to third parties in accordance with clause 11.4.

4.8 The client understands and agrees that in order to perform the contract with TÜV Rheinland, the client may need to sign or enter into contractual agreements with a third party(ies) and establish legal relationships with that/those third party(ies) according to such contractual agreements. TÜV Rheinland shall not be liable for the legal liability according to this contract and the direct services actually to be provided by our company in the service process. If the relevant services are not directly provided by TÜV Rheinland (including but not limited to any testing and assessment services to be performed by the client or its affiliates or other bodies), TÜV Rheinland will provide the client as agent for such relevant services. In order to achieve the purpose of the contract, the client hereby agrees that TÜV Rheinland can also subcontract to a third party (and/or subcontractor) parts of the contract, to the extent that such responsibility and/or risk for any services to be provided by any third parties (including but not limited to the testing and/or certification services to be entrusted and/or applied for by our company or behalf of the client or third parties) and/or certification services, or any other third party(ies), etc.) besides, the client shall be liable in accordance with the relevant laws and regulations applicable to the client. TÜV Rheinland shall not be responsible for any annual review/surveillance of the relevant testing and/or certification service results and pay additional fees in accordance with the relevant laws and regulations or the testing and certification rules, such fees are not included in the contract. If the client has any objections to 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 adverse consequences such as suspension/termination of the contract, the client hereby agrees to bear the consequences of such actions. If the client fails to provide the relevant test samples, data, etc. not to be borne by TÜV Rheinland.

4.9 For the services covered in the contract, if the client requires TÜV Rheinland to deliver relevant test samples, data, etc. to any overseas laboratory or other places or sites to be designated by the client, TÜV Rheinland shall not bear any responsibilities or risks for any problems during such delivery and the transportation of the test samples and/or the materials, etc. To be borne by the client.
- 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 reference to the client, to all extensions of agreed performance periods of TÜV Rheinland 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 in accordance with the contract or if the client has provided no or incomplete information that has not provided TÜV Rheinland with all documents and information required for the performance of the service 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 at least to the duration of the hindrance plus any time period which may be required to return normal 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 enable the client to comply with the legal and/or officially prescribed deadlines. TÜV Rheinland assumes no responsibility for this respect unless TÜV Rheinland has been expressly asked to writing specifically stating that ensuring the deadlines is the contractual obligation of TÜV Rheinland.
- The client's obligation to cooperate**

6.1 The client shall guarantee that all cooperation required on his part, its agents or third parties will be provided in good time and in no case 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. And the client represents and warrants that:

 - it has required statutory qualifications;
 - the product, service or management system to be certified complies with applicable laws and regulations; and
 - 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 without prior notice; and ii) withdraw the issued testing certificates 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 late, incorrect or incomplete information or data provided by the client or 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.
- Prices**

7.1 If the scope of performance is not laid down in writing when the order is placed, invoicing shall be based on costs incurred plus a fixed price. Invoicing shall be based on the invoice provided in writing, invoicing shall be made in accordance with the price list of TÜV Rheinland valid at the time of performance.

7.2 If the invoice is not received, work shall be invoiced according to the progress of the work.

7.3 If the execution of the work is interrupted as a result of the inaction of the client or the agreed fixed price exceeds €2,500.00 or equivalent value in local currency, TÜV Rheinland shall be entitled to demand appropriate advance payments.
- 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 and client 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 provide further services.

8.5 The provisions set forth in article 8.4 shall also apply in cases involving retained cheques, cessation of payment, commencement of insolvency proceedings against the client's assets or cases in which the commencement of insolvency proceedings has been declared due to the client.

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, the client 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 changes in fees). If the rise in fees remains under 5% per contractual year, the client shall not have the right to refuse the increase. If the increase exceeds 5% per contractual year, the client shall be entitled to terminate the contract by the end of the month of the change in fees. If the increase exceeds 10% per contractual year, the client shall be deemed to have 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 the right at all times to set-off any amount due or payable by the client. The client is not entitled to set-off claims against TÜV Rheinland by the client under any contracts, agreement and/or orders/quotations reached with TÜV Rheinland.
- 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 instalment. The client shall be obliged to accept it immediately.

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 of the work, unless the client has expressly accepted in writing 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 place.

9.5 During the Follow-Audit stage, if the client was unable to make use of the time windows provided for within the scope of a certification procedure for auditing performance by TÜV Rheinland and the certificate is therefore to be withdrawn (e.g. performance of surveillance audits), or if the client cancels or postpones a confirmed audit date within two (2) weeks before the agreed date, TÜV Rheinland is entitled to immediately charge a lump-sum compensation of 10% of the order amount intended for expenses. The client is responsible for these expenses. If the client has incurred no damage whatsoever or a considerably lower damage than the above lump sum, TÜV Rheinland may reduce the claim undertaken in the order amount to the actual damage. The client is also entitled to charge 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 work has been placed. The client reserves the right to provide the TÜV Rheinland with proof of no damage whatsoever or only a considerably lower damage than the above mentioned lump sum.
- Confidentiality**

10.1 For the purpose of these terms and conditions, "confidential information" means all know-how, trade secrets, technical data, formulas, drawings, test reports, test results, test certificates, 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 form. 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 purposes of developing new services, improving services and increasing the quality of services.

10.2 The disclosing party shall mark all confidential information disclosed in written form as confidential in the contract receiving party shall be bound to treat 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 after disclosure. Where the disclosing party fails to do so within the stipulated period, the receiving party shall not take any confidentiality obligations towards such information. The client shall avoid using any third party platform and/or third parties (e.g. IT system providers) for transmitting confidential information to TÜV Rheinland. In any case, the client shall send any confidential information to company email of TÜV Rheinland employees through its company intranet or other secure communication channels. 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 confidentiality.

10.3 All confidential information which the disclosing party transmits or otherwise discloses to the receiving party and is created during performance of work by TÜV Rheinland, or is lawfully used by the receiving party for the purposes of performing the contract, unless expressly otherwise agreed in writing by the disclosing party, shall be deemed confidential information. Confidential information shall remain confidential information for 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 authorities or accreditation bodies or in connection with the relevant direct and/or indirect proposed purchasers, vehicle manufacturers/wholesale equipment manufacturers, test standards or test equipment providers of the clients test products and/or certified products, etc.

10.4 The receiving party shall not disclose confidential information received from the disclosing party to any third party without the prior written consent of TÜV Rheinland. TÜV Rheinland shall not be deemed to constitute "confidential information" as defined in this confidentiality clause.

10.5 All confidential information shall remain the property of the disclosing party. The receiving party shall not be permitted to reproduce, copy, disseminate, disclose or otherwise use confidential information, including all copies, and request the destruction of this confidential information to the disclosing party. If the receiving party is required at any time if so required by the disclosing party to do so 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 the property of the client. However, the client shall retain the copies of such reports, certificates and confidential information that forms the basis for preparing these reports and certificates in order to extend to the disclosing party the right to use the reports and certificates for the purposes of certification or for the purposes of working procedures of TÜV Rheinland.

10.6 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 party or use it for itself.
- Copyrights and rights of use, publications**

11.1 TÜV Rheinland shall retain all exclusive copyrights in the reports, expert reports/opinions, test reports/results, result calculations, presentations etc. prepared by TÜV Rheinland, unless otherwise agreed by the client in a separate agreement. In the event of the client's copyrights, TÜV Rheinland is free to grant others the right to use the work results for individual or all types 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 client in a separate agreement. The client is also entitled to use the work results, test reports/results, result calculations, presentations etc. prepared within the scope of the contract for the contractually agreed purpose.

11.3 The content of TÜV Rheinland's publication or duplication of the work results disclosed in 11.2 of the GTBCB is subject to full payment of the remuneration agreed in favour of TÜV Rheinland.

11.4 The client shall use work results only for the purposes for which 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.

11.5 Any publication or duplication of the work results for advertising purposes or any further use of the work results beyond the scope approved in clause 11.2 and any quotation of the introduction of TÜV Rheinland need the prior written approval of TÜV Rheinland in each individual case. Besides, the client ensures that the aforesaid use shall comply with relevant applicable laws, regulations and relevant rules (including but not limited to specific applicable testing and certification rules, etc.).

11.6 TÜV Rheinland may revoke a 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.

11.7 In the event of a breach of the publication or duplication of the work results does not entitle the client to use the corporate logo, corporate design or identification mark of TÜV Rheinland.
- Liability of TÜV Rheinland**

12.1 In respect of the legal basis, to the fullest extent permitted by applicable law, in the event of a breach of contractual obligations or tort, the liability of TÜV Rheinland for all damages, losses and reimbursement of expenses caused by TÜV Rheinland, its legal representatives and/or employees shall be limited to: (i) in the case of a contract with a fixed overall fee, three times the overall fee for the entire contract; (ii) in the case of a contract for an annually recurring services, the agreed annual fee; (iii) in the case of a contract expressly charged on a time and material basis, a maximum of 20,000 Euro or equivalent amount in local currency; and (iv) in the case of a framework agreement that provides for the possibility of placing individual orders, three times of the fee for the individual orders. This 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 to the full extent of its liability for the purposes of a "fundamental breach" 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 foreseeably 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 have made available to the client by TÜV Rheinland. IT/V TÜV Rheinland shall be liable for the acts of the personnel made available by the client under the foregoing provision, in which case it shall indemnify the client against any claims made by third parties arising from or in connection with such personnel's acts.

12.5 Unless otherwise contractually agreed in writing, TÜV Rheinland shall only be liable under the contract to the client.

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

12.7 None of the provisions of this article 12 changes the burden of proof to the disadvantage of the client.
- Export control**

13.1 When passing on the services provided or any parts thereof to third parties in Greater China or other regions, the client must comply with all 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 export trade legislation or embargoes and/or sanctions. In the event of a violation, TÜV Rheinland shall be entitled to terminate the contract with immediate effect and the client shall compensate for the losses incurred thereof by TÜV Rheinland.
- Data protection notice**

14.1 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 the contract. The client confirms that it has reviewed the content of the data subject, which includes: TÜV Rheinland to access, use, or process the personal data that the client collected or processed by itself and transferred to TÜV Rheinland. For certain services, we may also process sensitive personal data. TÜV Rheinland will use and process data in accordance with applicable laws and regulations. Any personal data collected or transferred to any third party or our overseas party outside of the district in which the personal data was collected, the client also consents to the processing of the personal data of the data subject. TÜV Rheinland will carry out cross-border data transmission and protect the data in compliance with the privacy and personal data security related laws and regulations in China and the local country. TÜV Rheinland will take measures to avoid any leakage, abuse, manipulation, damage or unauthorized access of personal data. The personal data will be deleted immediately as soon as a corresponding request for deletion arises. Data subjects may exercise the following rights: information, right of decision, right of rectification, right of deletion, right of processing limitation, right of objection, right of data transferability. In addition, persons concerned by the data processing have the right to revoke their consent at any time with effect for the future, as well as the right to file a complaint with the competent data protection supervisory authority. For further details on the processing of personal data by TÜV Rheinland as the person responsible or contract processor, please refer to the respective data protection information. You can contact the Group Data Protection Officer (DPO) by e-mail at dapo@tuv.com.cn or by post at the following address: TÜV Rheinland AG, c/o Group Data Protection Officer, Am Grauen Stein, 51105 Cologne, Germany.
- Retention of test material and documentation**

15.1 The test samples submitted by the client to TÜV Rheinland for testing will be scrapped following testing or will be returned to the client at the client's expense. The only exceptions are test samples, which are placed in storage on the basis of statutory regulations or of another agreement with the client.

15.2 Charges apply if the test samples are stored at the premises of TÜV Rheinland. The cost of placing a test sample into storage will be disclosed to the client in the quotation.

15.3 If relevant reports and/or documentations are given to the client to be placed in storage at their premises, the reference samples or 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 reference samples and/or documentations, any liability claims for material and pecuniary damage resulting from the respective testing and certification that is brought forward by the client against TÜV Rheinland shall be excluded.

15.4 The retention period for the documentation shall be 10 (ten) years after the expiry of the test mark certificates or shall meet the applicable legal requirements for EU/EEC certificates of conformity and GS mark certificates.

15.5 The costs of the handover and dispatch of the test samples for storage on the client's premises are borne by the client. TÜV Rheinland will be liable for the loss of test samples or reference samples from the laboratories or warehouses of TÜV Rheinland only in case of gross negligence.
- Termination of the contract**

16.1 Notwithstanding clause 3.3 of the GTBCB, TÜV Rheinland and the client are entitled to terminate the contract at its entry into, or in the case of services continued in one contract, each of the combined contracts, if one of the parties has violated its obligations under the contract or if the remaining validity with six (6) months' notice to the end of the contractually agreed term. The notice period shall be shortened to 30 (thirty) days in case of TÜV Rheinland is prevented from performing the services due to loss or suspension of its accreditation or notification.

16.2 For good causes, TÜV Rheinland may consider giving a written notice to the client to terminate the contract immediately and the client shall pay the relevant service fees for the services provided by TÜV Rheinland due to the termination date of the contract. The aforesaid good causes includes but not limited to the following:

 - the client has violated the contract or the conditions of changes in the conditions within the company which are relevant for certification or signs of such changes;
 - the client misuses the certificate or certification mark or uses it in violation of the contract;
 - in the event of several consecutive delays in payment by the client;
 - a substantial deterioration of the financial circumstances of the client occurs and as a result the payment obligations of TÜV Rheinland under the contract are considerably endangered and TÜV Rheinland cannot reasonably expect to continue to be paid for its services;
 - in the event of any serious misrepresentation, be it intentional fraud or grossly negligent;
 - if TÜV Rheinland, for reasons beyond its control, is temporarily or finally not able or entitled to conduct or finalize the performance of the service, e.g. in case of force majeure, government (sanctions) or other legal sanctions or notification;
 - if the country/region involved in the whole contract or the specific service project in the contract does not bring to the insurance coverage agreed in the contract; and TÜV Rheinland and TÜV Rheinland are not bound to bear the insurance costs. TÜV Rheinland reserves the right to proceed with damages even in this case. The client shall also 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 increase in the risk of the insurance coverage and/or that there is no increase in the claim for damages even in this case. The client shall also 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 increase in the risk of the insurance coverage and/or that there is no increase in the claim for damages even in this case. 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