

Test Report No.: 244425098a 002

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Client: Shaoneng Group Guangdong Luzhou Eco Technology CO., LTD.

Contact Information:

Yingbaoqian, Quan'an Town, Nanxiong, Shaoguan city, Guangdong Province
biaozhunban@gdlz.com

Identification/Model No(s): 10 inch disc (Solenis MF300, 51%bamboo pulp+ 49%cane syrup)

Sample Receiving Date: 2022-05-24

Sample Obtaining Method: Sending by customer

Condition at Delivery: Test item complete and undamaged

Testing Period: 2022-05-25 to 2022-05-31

Place of Testing: Chemical laboratory Shenzhen

Test Specification:

Test Result:

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

Fluorine Content

Pass

Other Information:

Country of Origin: China

The report 244425098a 002 superseded report 244425098a 001.

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



2022-05-31

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	Natural material	Ecru	10 inch disc	-

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1. Fluorine Content

Test Method: For Fluorine (F) content, refer to EN 15408: 2011.

Test Result:

Test Parameter	Unit	Reporting Limit	Limit	Test No.
				Material No.
F	mg/kg	50	100	T001
				M001
				Test Result
				<RL

Abbreviation: <RL = Less than reporting limit
mg/kg = Milligram per kilogram

Remark :

1. The requirement is following EN 13432: 2000 annex A
2. BPI's new standard for fluorinated chemicals went into effect on January 1, 2020. Products may no longer be claimed as BPI Certified, whether on the product itself, or on a product's packaging or marketing materials, unless it meets all conditions of the rule, including no intentionally added fluorinated chemicals (as demonstrated in Safety Data Sheets) and a test report showing less than 100 ppm total fluorine.

-End-

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

1.	Scope	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 expressly acceptance within that period at least one fundamental breach of contract by TÜV Rheinland.
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 applicable as the case may be ("TÜV Rheinland"). The client hereinafter refers to Mainland China, Hong Kong and Taiwan. The client hereof includes:	9.3	The client is not entitled to refuse acceptance due to insignificant breach of contract by TÜV Rheinland.
1.2	(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;	9.4	If acceptance is excluded according to the nature of the work performance of TÜV Rheinland, the completion of the work shall take its place.
1.3	(ii) the responsible or authorized entity duly organized, validly existing and capable to form legally binding contracts under the applicable law;	9.5	If the client is 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 planned 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 as compensation for expenses. The client reserves the right to prove that the TÜV Rheinland is not caused no damage whatsoever or only a considerably less damage than the above lump sum.
1.4	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. Any standard terms and conditions of the client of any nature shall not apply and shall hereby be expressly excluded. No standard terms and conditions of the client shall form part of the contract even if TÜV Rheinland does not explicitly object to them.	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 service is not called within one year after the order has been placed. The client reserves the right to prove that the TÜV Rheinland has incurred no damage whatsoever or only a considerably lower damage than the above mentioned lump sum.
2.	Quotations	10.	Confidentiality
3.	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.	10.1	For the purpose of these terms and conditions, "confidential information" means all know-how, trade secrets, documents, images, drawings, expertise, information, data, test results, reports, samples, project documents, pricing and financial information, customer and supplier information, and marketing techniques 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 expressed or implied in connection with the provision of services for the purposes of developing new services, improving services and analysing the provision of services. 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 the working days after disclosure. If the disclosing party fails to do so within the stipulated period, the receiving party 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, etc.) unauthorized by TÜV Rheinland to disclose confidential information to TÜV Rheinland. Instead, the client shall send any confidential information to company email of TÜV Rheinland employees through its company email. If the client suffers from any losses or damages due to unauthorized disclosure of confidential information by the client, TÜV Rheinland shall not be held liable for such losses or damages. 10.3. Confidential information shall be treated as confidential information if the disclosing party has taken reasonable measures to protect its confidentiality. 10.4. The receiving party may disclose any confidential information received from the disclosing party only to the extent it requires such information to perform the services required for the contract. The receiving party undertakes to inform these employees to observe the same level of secrecy as set forth in the confidentiality clause by the disclosing party. 10.5. Confidential 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; b) it was disclosed to the receiving party by a third party who discloses this information; or c) the disclosing 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. 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 at any time if it is not in writing and if the disclosing party has not been notified 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 his 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 reports and for general documentation purposes required by law. 10.6. In the event of a breach of the contract for a period of three years after termination or expiry of the contract, the receiving party shall maintain secret and shall not disclose this information to any third parties or use it for itself.
4.	Scope of services	11.	Copyrights and rights of use, publications
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. Unless otherwise agreed, services beyond the scope of the service description (e.g. checking the design 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 intended use of an examined part, product, process or plant, unless this is expressly stated in the order.	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 expressly agreed in writing.
4.2	The agreed services shall be performed in compliance with the regulations in force at the time the contract is entered into.	11.2	The client receives a simple, unlimited, non-transferable, non-sublicensable right of use to the contents of the work results produced within the scope of the contract, unless otherwise agreed by the parties in a separate agreement. The client may only use such reports, expert reports/opinions, test reports/results, results calculations, presentations etc. prepared within the scope of the contract for the contractually agreed purposes.
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.	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.
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 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 intended use of an examined part, product, process or plant, unless this is expressly stated in the order.	11.4	The client may use work results only completely unaltered. 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.
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.	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, 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 permits comply with relevant applicable laws, regulations and relevant rules (including but not limited to specific applicable testing and certification rules, etc.).
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.	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.
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.	11.7	The contract of TÜV Rheinland to publish information under any circumstances does not entitle the client to use the corporate logo, corporate design or test/certification mark of TÜV Rheinland.
5.	Performance periods/dates	12.	Liability of TÜV Rheinland
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.	12.1	Irrespective of the legal basis, to the fullest extent permitted by applicable law, in the event of a breach of contractual obligations or tort, the liability of TÜV Rheinland for all damages, losses and reimbursement of expenses caused by TÜV Rheinland, its legal representatives and/or employees shall be limited to: (i) in the case of a contract with an 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 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 25 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 25 Million Euro or equivalent amount in local currency. 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 various agents. Such limitation shall not apply to damages for a person's death, physical injury or illness. 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 foreseeable 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.
5.2	If binding periods of performance have been agreed for periods shall not commence until the client has submitted all relevant documents to TÜV Rheinland.	12.2	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.
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.	12.3	The limitation periods for claims for damages shall be based on statutory provisions. None of the provisions of this article 12 changes the burden of proof to the disadvantage of the client.
5.4	If TÜV Rheinland is not responsible for a delay in performance, in particular if the client has not fulfilled his duties to cooperate in accordance with clause 6.1 or has not done so in time and, in particular, has not provided TÜV Rheinland with all documents and information required for the performance of the services as specified in the contract.	13.	Export control
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.	13.1	When passing on or 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.
5.6	If the client is obliged to comply with legal, officially prescribed and/or by the accretor prescribed deadlines, it is the client's responsibility to agree on performance dates with TÜV Rheinland, which enable it to comply with the legal and/or officially prescribed deadlines. TÜV Rheinland assumes no responsibility in this respect unless TÜV Rheinland expressly agreed in writing specifically stating that ensuring the deadlines is the contractual obligation of TÜV Rheinland.	13.2	The performance of a contract with the client is subject to the proviso that there are no obstacles to performing the national or international legal regulations regarding export and/or sanctions. In the event of a violation, TÜV Rheinland shall be entitled to terminate the contract with immediate effect and the client shall compensate for the losses incurred thereby by TÜV Rheinland.
6.	The client's obligation to cooperate	14.	Data protection notice
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.	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 this contract. The client consents
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:	15.	Retention of test material and documentation
6.3	a) It has required statutory qualifications;	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.
6.4	b) The product, service or management system to be certified complies with applicable laws and regulations; and	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.
6.5	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.	15.3	If reference samples 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 documentation, 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 deemed to be waived.
6.6	If the client breaches the aforesaid representations and warranties, TÜV Rheinland is entitled to (i) immediately terminate the contract/order without prior notice, and (ii) withdraw the issued testing report/certificates if any.	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 CE mark certificates.
6.7	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 expenses.	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.
7.	Prices	16.	Termination of the contract
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.	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 contracted parts of the contract individually and independently of the continuation of the remaining services within 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.
7.2	Unless otherwise agreed, work shall be invoiced according to the progress of the work.	16.2	For good cause, TÜV Rheinland may consider giving a written notice to the client to terminate the contract which includes but not limited to the following:
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.	16.3	a) the client does not immediately notify TÜV Rheinland of changes in the conditions within the contract which are relevant for certification or sign of such changes;
8.	Payment terms	16.4	b) the client misuses the certificate or certification mark or uses it in violation of the contract;
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.	16.5	c) in the event of several consecutive delays in payment (at least three times);
8.2	Payments shall be made to the bank account of TÜV Rheinland as indicated on the invoice, stating the invoice and client number.	16.6	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;
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.	16.7	e) in the event of any serious misrepresentation, be it by intentional fraud or grossly negligent act of the managers, employees or agents of the client.
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.	16.8	f) the client is in breach of its obligations under the contract, 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.
8.5	The provisions set forth in article 8.4 shall also apply in cases involving returned certificates, 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.	16.9	g) TÜV Rheinland is 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.
8.6	Objections to the invoices of TÜV Rheinland shall be submitted in writing within two weeks of receipt of the invoice.	17.	Force Majeure
8.7	TÜV Rheinland shall be entitled to demand appropriate advance payments.	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 the event or circumstance is beyond the control of the Party, and (b) that it could not reasonably have been 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.
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 in fees). If the rise in fees exceeds 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.	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, invasions, strikes, blockades, embargoes, military mobilization (if not war), riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy, (ii) currency and trade restriction, embargo, sanction, (iv) act of authority whether lawful or unlawful, compliance with national law or governmental order, appropriation, seizure of works, requisition, nationalization, (v) plague, epidemic, natural disaster or extreme natural event; (vi) explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication or information system, (vii) general labour disturbance such as boycott, strike and lock-out, go-stow, occupation of factories and premises.
8.9	Only legally established and undisputed claims may be offset against claims by TÜV Rheinland.	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 only 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 invoked is the effect of substantially derailing 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.
9.	Acceptance of work	18.	Hardship
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.	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.
		18.2	Notwithstanding paragraph 1 of this Clause, where a Party proves that:
		18.3	(a) The continued performance of its contractual duties has become excessively onerous due to an event beyond its control, or
		18.4	(b) It could not reasonably have avoided or overcome the event or its consequences, the Parties are bound to renegotiate a reasonable time after the event has occurred, to negotiate alternative contractual terms which would allow to overcome the consequences of the event.
		18.5	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.
		19.	Partial invalidity, written form, place of jurisdiction and dispute resolution
		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.
		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.
		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:
		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.
		19.4	Any dispute in connection with the contract and these terms and conditions or the execution thereof shall be settled friendly through negotiations.
		a)	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:
		b)	in the case of TÜV Rheinland in question being legally registered and existing in the People's Republic of China, to the International 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;
		c)	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;
		d)	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 arbitration is submitted in accordance with these rules. The arbitration shall take place in Hong Kong.
		e)	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.