

MSDS Report No. 70.431.17.13105.05



Dated 2017-09-15

ORIGINAL

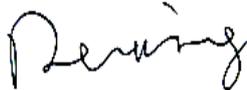
Applicant: NINGBO YT CHEMICAL TECHNOLOGY DEVELOPMENT CO.,LTD.
Address: LIANGNONG(HUDONG) INDUSTRIAL AREA,YUYAO,NINGBO
Product Name: Glue stick(PVP)
Manufacturer: YT CHEMICAL TECHNOLOGY DEVELOPMENT CO.,LTD.
Country of Origin: CHINA
Country of Destination: Europe
Sample Submitted: The sample(s) was (were) submitted by applicant and identified.
Test Result: Refer to the data listed in following pages
Test Request: **Material Safety Data Sheet (MSDS)**



TÜV SÜD Certification and Testing (China) Co.,Ltd.
Shanghai Branch

Prepared by: 
Wu Jingqing
Technical Engineer



Checked by: 
Derek Jiang
Technical Manager

Note: (1) General Terms & Conditions as mentioned overleaf,(2)The results relate only to the items tested,(3)The test report shall not be reproduced except in full without the written approval of the laboratory.

Laboratory:
TÜV SÜD Certification and Testing (China) Co.,Ltd.
Shanghai Branch Testing Center
Hardgoods Laboratory

Phone: +86 21 60376300
Fax: +86 21 60376350
www.tuv-sud.cn

Regd. Office:
TÜV SÜD Certification and Testing (China) Co., Ltd.
Shanghai Branch Testing Center
No. 1999 Du Hui Road, Minhang District, Shanghai
201108 P.R. China



Safety Data Sheet

Glue stick(pvp)

*Prepared according to EU regulation No. 1907/2006

1 Identification of the substance/mixture and of the company/undertaking

Product identifier

Product Name	Glue stick(pvp)
CAS No.	Not applicable
EC No.	Not applicable
Molecular Formula	Not applicable
REACH Registration Number	Not applicable

Relevant identified uses of the substance or mixture and uses advised against

Relevant identified uses	Bonds paper, photo, album, cardboard etc.
Uses advised against	Not for children under 3 years.

Details of the supplier of the Safety Data Sheet

Name of the company	ningbo yt chemical technology development co., ltd.
Address of the company	Liangnong (hudong) industrial area, yuyao, ningbo
Post code	/
Telephone number	/
Fax number	/
E-mail address	/

Emergency phone number

Emergency phone number	/
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2 Hazards identification

CLP classification according to Regulation (EC) No. 1272/2008

According to Regulation (EC) No 1272/2008 and its amendments. Not classified as a dangerous substance.

Label elements

Hazard pictograms	Not applicable
Signal word	Not applicable

Hazard statements

Hazard statements	Not applicable
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Precautionary statements

◆ Prevention

Prevention	Not applicable
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◆ Response

Response	Not applicable
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◆ Storage

Storage	Not applicable
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◆ Disposal

Disposal	Not applicable
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| Other hazards

	Not applicable
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3 Component

Component	Cas No.	EC No.	Index No.	Hazard classification according to CLP	Concentration (weight percent, %)
Polyvinylpyrrolidone	9003-39-8	-	-	Not Classified	20
Sodium stearate	822-16-2	212-490-5	-	Not Classified	6
Sorbitol	50-70-4	200-061-5	-	Not Classified	4
Glycerine	56-81-5	200-289-5	-	Not Classified	3
1,2-Benzisothiazolin-3-one	2634-33-5	220-120-9	613-088-00-6	Acute Toxicity – Oral , Category 4 , H302 ; Skin Corrosion/Irritation , Category 2 , H315 ; Sensitization – Skin , Category 1 , H317 ; Serious Eye Damage/Irritation , Category 1 , H318 ; Hazardous To The Aquatic Environment – Short-Term (Acute) Hazard , Category 1 , H400	0.02
Water	7732-18-5	231-791-2	-	Not Classified	66.98

4 First aid measures

| Description of first aid measures

General advice	Immediate medical attention is required. Show this safety data sheet (SDS) to the doctor in attendance.
Eye contact	Rinse thoroughly with plenty of water for at least 15 minutes and consult a physician if feel uncomfortable.
Skin contact	No harm in general situation. There is some evidence to suggest that this material can cause inflammation of the skin on contact in some persons, flush skin and hair with running water (and soap if available).

Ingestion	The substance is inedible and must not be swallowed, but a small amount of swallowing is generally harmless.
Inhalation	Move victim into fresh air. If breathing is difficult, give oxygen. Do not use mouth to mouth resuscitation if victim ingested or inhaled the substance. If not breathing, give artificial respiration and consult a physician immediately.
Protecting of first-aiders	Ensure that medical personnel are aware of the substance involved. Take precautions to protect themselves and prevent spread of contamination.

| Most important symptoms and effects, both acute and delayed

1	Substance accumulation, in the human body, may occur and may cause some concern following repeated or long-term occupational exposure.
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| Indication of any immediate medical attention and special treatment needed

1	Treat symptomatically.
2	Symptoms may be delayed.

5 Firefighting measures

| Extinguishing media

Suitable extinguishing media	Use extinguishing media suitable for surrounding area.
Unsuitable extinguishing media	There is no restriction on the type of extinguisher which may be used.

| Specific hazards arising from the substance or mixture

1	Containers may explode when heated.
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| Advice for firefighters

1	Use fire fighting procedures suitable for surrounding area.
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6 Accidental release measures

| Personal precautions, protective equipment and emergency procedures

1	Ensure adequate ventilation.
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| Environmental precautions

1	No obvious harm to the environment and personal.
2	Discharge into the environment must be avoided.

| Methods and materials for containment and cleaning up

1	Absorb spilled material in dry sand or inert absorbent. In case of large amount of spillage, contain a spill by bunding.
2	Adhered or collected material should be promptly disposed of, in accordance with appropriate laws and regulations.

7 Handling and storage

| Precautions for handling

◆ Protective measures

1	Handling is performed in a well ventilated place.
2	Wear suitable protective equipment.
3	Avoid contact with eyes.

◆ Measures to prevent fire

1	Keep away from heat/sparks/open flames/ hot surfaces.
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◆ Measures to prevent aerosol and dust generation

1	Not applicable.
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◆ Advice on general occupational hygiene

1	Wash hands and face after using of the substances.
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2	Replace the contaminated clothing immediately.
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| Conditions for safe storage, including any incompatibilities

1	Keep containers tightly closed.
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2	Keep containers in a dry, cool and well-ventilated place.
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3	Keep away from heat/sparks/open flames/ hot surfaces.
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4	Store away from incompatible materials and foodstuff containers.
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5	Avoid storage with reducing agents, strong acids, bases.
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| Specific end uses

1	In addition to use mentioned in the first parts, unforeseen other specific end uses.
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8 Exposure controls/personal protection

| Control parameters

◆ Occupational Exposure limit values

Component	Country/Region	Limit value - Eight hours		Limit value - Short term	
		ppm	mg/m ³	ppm	mg/m ³
Glycerine 56-81-5	USA - OSHA	-	15	-	-
	South Korea	-	10	-	-
	Ireland	-	10	-	-
	Germany (DFG)	-	50	-	100
	Belgium	-	10	-	-
	Australia	-	10	-	-

◆ Biological limit values

Biological limit values	No information available
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◆ Monitoring methods

1	EN 14042 Workplace atmospheres. Guide for the application and use of procedures for the assessment of exposure to chemical and biological agents.
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2	GBZ/T 160.1~GBZ/T 160.81-2004 Determination of toxic substances in workplace air (Series standard).
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◆ Derived No effect level(DNEL)

Component	Route of exposure	DNEL for Workers			
		Acute effects(local)	Acute effects(systemic)	Chronic effects(local)	Chronic effects(systemic)
Polyvinylpyrrolidone 9003-39-8	Inhalation	No data available	No data available	No data available	No data available
	Oral	No data available	No data available	No data available	No data available
	Dermal	No data available	No data available	No data available	No data available

Sodium stearate 822-16-2	Inhalation	No data available	No data available	No data available	No data available
	Oral	No data available	No data available	No data available	No data available
	Dermal	No data available	No data available	No data available	No data available
Sorbitol 50-70-4	Inhalation	No data available	No data available	No data available	No data available
	Oral	No data available	No data available	No data available	No data available
	Dermal	No data available	No data available	No data available	No data available
Glycerine 56-81-5	Inhalation	No data available	No data available	56 mg/m ³	No data available
	Oral	No data available	No data available	No data available	No data available
	Dermal	No data available	No data available	No data available	No data available
1,2-Benzisothiazolin-3-one 2634-33-5	Inhalation	No data available	No data available	No data available	No data available
	Oral	No data available	No data available	No data available	No data available
	Dermal	No data available	No data available	No data available	No data available
Water 7732-18-5	Inhalation	No data available	No data available	No data available	No data available
	Oral	No data available	No data available	No data available	No data available
	Dermal	No data available	No data available	No data available	No data available

◆ Predicted No Effect Concentration (PNEC)

Predicted No Effect Concentration (PNEC)	No information available
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Engineering controls

1	Ensure adequate ventilation, especially in confined areas.
2	Ensure that eyewash stations and safety showers are close to the workstation location.
3	Use explosion-proof electrical/ventilating/lighting/equipment.
4	Set up emergency exit and necessary risk-elimination area.

Personal protection equipment

General requirement	
Eye protection	Tightly fitting safety goggles (approved by EN 166(EU) or NIOSH (US)).
Hand protection	Wear protective gloves (such as butyl rubber) , passing the tests according to EN 374(EU),US F739 or AS/NZS 2161.1 standard.
Respiratory protection	If exposure limits are exceeded or if irritation or other symptoms are experienced, use a full-face respirator with multi-purpose combination (US) or type AXBEK (EN 14387) respirator cartridges.
Skin and body protection	Wear fire/flame resistant/retardant clothing and antistatic boots.

9 Physical and chemical properties

Physical and chemical properties

Appearance	Waxy solid, white
Odor	No information available
Odor threshold	No information available
pH	6~7 (20°C, 100g/L,Sorbitol)
Melting point/freezing	No information available

point(°C)	
Initial boiling point and boiling range(°C)	>35
Flash point(Closed cup, °C)	> 93
Evaporation rate	No information available
Flammability	Not flammable
Upper/lower explosive limits[%(v/v)]	Upper limit : No information available ; Lower limit : No information available
Vapor pressure	No information available
Vapor density(Air = 1)	No information available
Relative density(Water=1)	1.23~1.29 (Polyvinylpyrrolidone)
Solubility(mg/L)	Miscible with water
n-octanol/water partition coefficient	-2.2 (Sorbitol)
Auto-ignition temperature(°C)	425 (Polyvinylpyrrolidone)
Decomposition temperature(°C)	No information available
Viscosity(mm ² /s)	No information available
Explosive properties	Not explosive
Oxidizing properties	Not oxidizing

10 Stability and reactivity

| Stability and reactivity

Reactivity	Not applicable.
Chemical stability	Stable under proper operation and storage conditions.
Possibility of hazardous reactions	Will not occur.
Conditions to avoid	Incompatible materials, heat, flame and spark.
Incompatible materials	Oxidants, alkali metals, alkaline earth metals and aluminum. Alkali, sodium, calcium, and other active metal, halogen, metal oxide, nonmetal oxide, acyl halide and metal phosphide.
Hazardous decomposition products	Under normal conditions of storage and use, hazardous decomposition products should not be produced.

11 Toxicological information

| Acute toxicity

Component	Cas No.	LD ₅₀ (oral)	LD ₅₀ (dermal)	LC ₅₀ (inhalation,4h)
1,2-Benzisothiazolin-3-one	2634-33-5	1020mg/kg(Rat)	No information available	No information available
Sorbitol	50-70-4	15900mg/kg(Rat)	No information available	No information available
Glycerine	56-81-5	12600mg/kg(Rat)	> 10000mg/kg(Rabbit)	No information available
Polyvinylpyrrolidone	9003-39-8	100000mg/kg(Rat)	No information available	No information available

Carcinogenicity

ID	Cas No.	Component	IARC	NTP
1	9003-39-8	Polyvinylpyrrolidone	Category 3	Not Listed
2	822-16-2	Sodium stearate	Not Listed	Not Listed
3	50-70-4	Sorbitol	Not Listed	Not Listed
4	56-81-5	Glycerine	Not Listed	Not Listed
5	2634-33-5	1,2-Benzisothiazolin-3-one	Not Listed	Not Listed
6	7732-18-5	Water	Not Listed	Not Listed

Others

Glue stick(pvp)	
Skin corrosion/irritation	Based on available data, the classification criteria are not met
Serious eye damage/irritation	Based on available data, the classification criteria are not met
Skin sensitization	Based on available data, the classification criteria are not met
Respiratory sensitization	Based on available data, the classification criteria are not met
Reproductive toxicity	Based on available data, the classification criteria are not met
STOT-single exposure	Based on available data, the classification criteria are not met
STOT-repeated exposure	Based on available data, the classification criteria are not met
Aspiration hazard	Based on available data, the classification criteria are not met
Germ cell mutagenicity	Based on available data, the classification criteria are not met
Reproductive toxicity(additional)	Based on available data, the classification criteria are not met

12 Ecological information

Acute aquatic toxicity

Component	Cas No.	Fish	Crustaceans	Algae
1,2-Benzisothiazolin-3-one	2634-33-5	LC ₅₀ : 10mg/L (96h)(Fish)	EC ₅₀ : 4.4mg/L (48h)(Crustaceans)	No information available
Glycerine	56-81-5	LC ₅₀ : 68100mg/L (96h)(Fish)	No information available	No information available
Sodium stearate	822-16-2	LC ₅₀ : >100mg/L (96h)(Fish)	EC ₅₀ : 19mg/L (48h)(Crustaceans)	ErC ₅₀ : 150mg/L (72h)(Algae)

Chronic aquatic toxicity

Component	Cas No.	Fish	Crustaceans	Algae
Sodium stearate	822-16-2	No information available	NOEC : 0.48mg/L(Crustaceans)	NOEC : 31mg/L(Algae)

Persistence and degradability

Component	Cas No.	Persistence (water/soil)	Persistence (air)
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1,2-Benzisothiazolin-3-one	2634-33-5	High	High
Sorbitol	50-70-4	Low	Low
Water	7732-18-5	Low	Low
Polyvinylpyrrolidone	9003-39-8	Low	Low

Bioaccumulative potential

Component	Cas No.	Bioaccumulative potential	comments
1,2-Benzisothiazolin-3-one	2634-33-5	Low	Log K _{OW} =2.73
Sorbitol	50-70-4	Low	Log K _{OW} =-2.2
Water	7732-18-5	Low	Log K _{OW} =-1.38
Polyvinylpyrrolidone	9003-39-8	Low	Log K _{OW} =0.2484

Mobility in soil

Component	Cas No.	Mobility in soil	Soil Organic Carbon-Water Partitioning Coefficient (K _{oc})
1,2-Benzisothiazolin-3-one	2634-33-5	Low	103.9
Sorbitol	50-70-4	Low	10
Water	7732-18-5	Low	14.3
Polyvinylpyrrolidone	9003-39-8	Low	40.46

Results of PBT and vPvB assessment

Component	Cas No.	Results of PBT and vPvB assessment (according to (EC) No 1907/2006)
Polyvinylpyrrolidone	9003-39-8	not PBT/vPvB
Sodium stearate	822-16-2	not PBT/vPvB
Sorbitol	50-70-4	not PBT/vPvB
Glycerine	56-81-5	not PBT/vPvB
1,2-Benzisothiazolin-3-one	2634-33-5	not PBT/vPvB
Water	7732-18-5	not PBT/vPvB

13 Disposal considerations

Disposal considerations

Waste chemicals	Before disposal should refer to the relevant national and local laws and regulation. Recommend the use of incineration disposal.
Contaminated packaging	Containers may still present chemical hazard when empty. Keep away from hot and ignition source of fire. Return to supplier for recycling if possible.
Disposal recommendations	Refer to section 13.1and 13.2.

14 Transport information

Label and Mark

Transporting Label	Not applicable
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IMDG-CODE

IMDG-CODE	NOT REGULATED FOR TRANSPORT OF DANGEROUS GOODS
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ICAO/IATA-DG

ICAO/IATA-DG	NOT REGULATED FOR TRANSPORT OF DANGEROUS GOODS
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UN-ADR

UN-ADR	NOT REGULATED FOR TRANSPORT OF DANGEROUS GOODS
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15 Regulatory information

International chemical inventory

Component	EINECS	TSCA	DSL	IECSC	NZIoC	PICCS	KECI	AICS	ENCS
Polyvinylpyrrolidone	×	✓	✓	✓	✓	✓	✓	✓	✓
Sodium stearate	✓	✓	✓	✓	✓	✓	✓	✓	✓
Sorbitol	✓	✓	✓	✓	✓	✓	✓	✓	✓
Glycerine	✓	✓	✓	✓	✓	✓	✓	✓	✓
1,2-Benzisothiazolin-3-one	✓	✓	✓	✓	✓	✓	✓	✓	✓
Water	✓	✓	✓	✓	✓	✓	✓	✓	×

【EINECS】 European Inventory of Existing Commercial Chemical Substances

【TSCA】 United States Toxic Substances Control Act Inventory

【DSL】 Canadian Domestic Substances List

【IECSC】 China Inventory of Existing Chemical Substances

【NZIoC】 New Zealand Inventory of Chemicals

【PICCS】 Philippines Inventory of Chemicals and Chemical Substances

【KECI】 Existing and Evaluated Chemical Substances

【AICS】 Australia Inventory of Chemical Substances

【ENCS】 Existing And New Chemical Substances

European chemical inventory

Component	A	B	C	D	E	F	G
Polyvinylpyrrolidone	×	×	×	✓	×	×	×
Sodium stearate	×	×	×	✓	×	×	×
Sorbitol	×	×	×	✓	×	×	×
Glycerine	×	×	×	✓	✓	×	×
1,2-Benzisothiazolin-3-one	×	×	×	✓	×	×	×
Water	×	×	×	✓	×	×	×

【A】 Candidate list of Substances of Very High Concern for authorization under EU REACH regulation

【B】 Substances requiring authorisation under EU REACH regulation

【C】 Substances restricted under EU REACH

- 【D】 Pre-registered substances under EU REACH
- 【E】 Registered substances under EU REACH
- 【F】 Substance Evaluation – CoRAP under EU REACH
- 【G】 List of priority substances under EU water policy (Directive 2455/2001/EC)

Note

- “√” Indicates that the substance included in the regulations
- “x” That no data or included in the regulations

16 Others

Information on revision

Creation Date	2017/09/07
Revision Date	2017/09/07
Reason for revision	-

Reference

- [1]IPCS:The International Chemical Safety Cards (ICSC) ,website: <http://www.ilo.org/dyn/icsc/showcard.home>.
- [2]IARC , website: <http://www.iarc.fr/>.
- [3]OECD: The Global Portal to Information on Chemical Substances, website:
http://www.echemportal.org/echemportal/index?pageID=0&request_locale=en.
- [4]CAMEO Chemicals, website: <http://cameochemicals.noaa.gov/search/simple>.
- [5]NLM:ChemIDplus, website: <http://chem.sis.nlm.nih.gov/chemidplus/chemidlite.jsp>.
- [6]EPA: Integrated Risk Information System, website: <http://cfpub.epa.gov/iris/>.
- [7]U.S. Department of Transportation:ERG, website: <http://www.phmsa.dot.gov/hazmat/library/erg>.
- [8]Germany GESTIS-database on hazard substance, website: <http://gestis-en.itrust.de/>.

Abbreviations and acronyms

CAS –Chemical Abstracts Service	CMR - Carcinogens, mutagens or substances toxic to reproduction
PC-STEL - Short term exposure limit	PC-TWA - Time Weighted Average
DNEL - Derived No Effect Level	IARC - International Agency for Research on Cancer
RPE - Respiratory Protective Equipment	PNEC –Predicted No Effect Concentration
LC₅₀ - Lethal Concentration 50%	LD₅₀ - Lethal Dose 50%
NOEC -No Observed Effect Concentration	EC₅₀ - Effective Concentration 50%
PBT - Persistent, Bioaccumulative, Toxic	POW - Partition coefficient Octanol:Water
BCF - Bioconcentration factor (BCF)	vPvB - very Persistent, very Bioaccumulative
IMDG -International Maritime Dangerous Goods	ICAO/IATA -International Civil Aviation Organization/International Air Transportation Association
UN -The United Nations	ACGIH -American Conference of Governmental Industrial Hygienists
NFPA -National Fire Protection Association	OECD -Organization for Economic Co-operation and Development

Disclaimer

This Safety Data Sheet (SDS) was prepared according to REACH Regulation The data included was derived from international authoritative database and provided by the enterprise. Other information was based on the

present state of our knowledge. We try to ensure the correctness of all information. However, due to the diversity of information sources and the limitations of our knowledge, this document is only for user' s reference. Users should make their independent judgment of suitability of this information for their particular purposes. We do not assume responsibility for loss, damage or expense arising out of or in any way connected with the handling, storage, use or disposal of the product.



1. General Information and Definitions

- (1.1) In the event that an order for any services is placed, the Client shall accept the General Terms and Conditions. The General Terms and Conditions shall be applicable to all orders, resulting contracts and other arrangements, including all offers made or services provided by the Company or any of its affiliated companies. They are not applicable if and as far as they are in conflict with the regulations on services performed on behalf of governments, government bodies or any other public entity, or they are in conflict with mandatory provisions of local law. The Client's placement of orders as well as the conclusion of contracts with the Company shall be regarded as awareness and acceptance of these General Terms and Conditions.
- (1.2) The Company strongly recommends any Client or potential Client to read the full text of these General Terms and Conditions prior to placement of any order or to conclusion of any contract with the Company. Ancillary agreements, promises and other statements made on the part of the Company staff or the experts called upon by them shall be binding only if they are expressly confirmed by the Company in writing. This shall also apply to any modifications of this clause.

2. Provision of Services

- (2.1) With due care and skill, the Company will provide services according to Client's specific instructions as made available by the Client. In the absence of Client's specific instructions, the following is deemed as instructions given to the Company:
- (a) The terms of any standard specification sheet or standard order form provided by the Company; and/or
- (b) Any relevant usage, practice or trade custom; and/or
- (c) Such methods the Company considers technically, operationally and/or on financial grounds appropriate.
- (2.2) No other party is entitled to give any instructions particularly on the scope and type of the services or the reports delivered, or on the resulting certificates (the "Reports of Findings"), unless the Company receives prior written instructions to the contrary from the Client. The Client hereby irrevocably authorizes the Company to deliver Reports of Findings to a third party where so instructed by the Client or, at the Company's discretion, where it implicitly follows from circumstances, trade custom, usage or practice.
- (2.3) The Information stated in the Report of Findings is derived from the results of inspection or testing procedures carried out in accordance with the instructions and/or Company's assessment of such results on the basis of any technical standards, trade custom or practice, or other circumstances which should in Company's professional experience be taken into account.
- (2.4) Reports of Findings issued after the testing of samples refer the Company's opinion only on samples under testing and not to the lot from which the samples were drawn.
- (2.5) Client agrees that the Company's sole responsibility is to be present at the time of the third party's intervention and to forward the results, or confirm the occurrence of the intervention, in case Client requests the Company to witness any third party's intervention. Client agrees that the Company will use the test methods for analysis as requested in the request form, and if none is stated in the form, the Company will choose the appropriate test methods for analysis.
- (2.6) The Reports of Findings issued by the Company will reflect the facts as recorded by it at the time of its intervention only and within the limits of the instructions received or, in the absence of such instructions, within the limits of the alternative parameters applied as provided for in Clause 2.1. The Company is under no obligation to refer to, or report upon, any facts or circumstances, which are outside the specific instructions received or alternative parameters applied.
- (2.7) The performance of all or part of the services may be delegated to an agent or subcontractor by the Company. The Client authorizes the Company to disclose all information necessary for such performance to the agent or subcontractor.
- (2.8) Documents reflecting engagements contracted between the Client and third parties or third party documents, e.g. sales contract copies, letters of credit, bills of lading, etc. should be made available to the Company. These are considered to be for information only, and do not extend or restrict the scope of the services or the obligations accepted by the Company.
- (2.9) The Company agrees that, by providing the services to the Client, it neither takes the place of Client or any third party, nor otherwise assumes, abridges, abrogates or undertakes to discharge any duty of the Client to any third party or that of any third party to the Client. Also, it does not release the Client or any third party from any of their obligations.
- (2.10) Depending on the nature of each sample, all samples given to the Company shall be retained for a maximum of 3 months or for such other shorter time period as the nature of the sample permits, and then sent back to Client or otherwise disposed of at the Company's discretion. After that time the Company will not be responsible for the samples. Storage of samples for more than 3 months shall incur a storage fee payable by the Client. If samples are returned to the Client, the Client will be billed a handling and freight fees. Special disposal charges will be billed to the Client if incurred.

3. Client's Obligations

The Client shall:

- (3.1) ensure that all required supporting documents, information and instructions as submitted are accurate, truthful and complete. These information are to be submitted in a timely not later than 2 working days from the date of which the services are requested by the Client
- (3.2) ensure to give all necessary access for the Company's representatives to the premises where the services are to be performed and to take all necessary steps to eliminate or remedy any obstacles to, or interruptions in the performance of the services;
- (3.3) make available any special equipment and personnel necessary for the performance of the services, if required;
- (3.4) ensure that for the safety and security of working conditions, sites and installations, all necessary measures are taken during the performance of services. In this respect, the Client will not rely on the Company's advice whether required or not;
- (3.5) inform the Company of any known hazards or dangers, actual or potential, associated with any order, samples, testing or any other service rendered by the Company well in advance. Those are, but are not limited to the presence or risk of radiation, environmental pollution or poisons-toxic or noxious or explosive elements or materials;
- (3.6) fully exercise all its rights and discharge all its liabilities under any relevant sales or other contract with a third party.

4. Fees and Payment

- (4.1) All Fees not agreed on between the Company and Client at the time the order is placed or a contract is concluded shall be determined by the Company's Schedule of Fees (which are subject to change). All applicable taxes shall be paid by Client, as far as mandatory laws do not provide otherwise.
- (4.2) Unless a specific period is established in the invoice, the Client shall pay upon receiving the invoice, but not later than 30 days from the relevant invoice date or within such other period as may be established by the Company in the invoice (the "Due Date").
- (4.3) The Client shall not be entitled to retain or defer due payment of any sums to the Company on account of any dispute, counter claim or set-off against the Company. The Company reserves the right to retain or defer any due payments if any dispute arises with or it raises any counterclaim against the Client. The Company is entitled to set off due payments against payments of the Client.

- (4.4) For the collection of unpaid fees, the Company may decide to bring action in any court with competent jurisdiction. The corresponding collection costs, including attorney's fees and related costs, shall be borne by the Client, as far as the mandatory local law does not provide otherwise.
- (4.5) In case of any unforeseen problems or expenses arise while carrying out the services, the Company informs the Client. In such cases, the Company shall be entitled to charge additional fees to cover extra time and to invoice extra costs necessarily incurred to complete the services.
- (4.6) If the Company is unable to perform all or parts of the services for any cause whatsoever beyond the Company's control, including the failure by Client to comply with any of its obligations provided for in the foregoing Clause 3, the Company shall nevertheless be entitled to payments of:
- (1) The amount of all non-refundable expenses incurred by the Company; and
- (2) A proportion of the agreed fee equal to the proportion of the services actually carried out.

5. Suspension or Termination of Services

In any case mentioned below, the Company shall be entitled to either suspend or terminate the provision of the services immediately and without any liability:

- (5.1) Failure by the Client to comply with any of its obligations under these General Terms and Conditions and such failure is not remedied within 10 days after a notice of such failure has been delivered to the Client; or
- (5.2) Any suspension of payment, arrangement with creditors, bankruptcy, insolvency, receivership or cessation of business by Client.

6. Liability and Indemnification

(6.1) Limitation of Liability.

- (1) Clients seeking a guarantee against loss or damage should obtain appropriate insurance. The Company is neither an insurer nor a guarantor and disclaims all liability in such capacity.
- (2) Reports of Findings are issued on the basis of the information, documents and/or samples provided by, or on behalf of the Client and solely for the benefit of the Client who is obliged to act on the basis of such Reports of Findings. Neither the Company nor any of its staff, agents or subcontractors shall be liable to the Client nor to any third party for any actions taken or not taken on the basis of such Reports of Findings, or for any incorrect results arising from unclear, erroneous, incomplete, misleading or false information provided to the Company.
- (3) For any delayed, total or partial non-performance of the services arising directly or indirectly from any event beyond the Company's control, including failure by Client to comply with any of its obligations hereunder, the Company shall not be liable.
- (4) The liability of the Company in respect of any claim for loss, damage or expense of any nature and howsoever arising shall in no circumstances exceed a total aggregate sum equal to 10 times the amount of the fee paid in respect of the specific service which gives rise to such claim, and shall in any case not exceed the equivalent of 25,000 EUR in CNY.
- (5) For any indirect or consequential loss (including loss of profits), the Company shall not have any liabilities.
- (6) In case of any claim, the Client must give written notice to the Company within 30 days of discovery of the facts with all necessary documents to justify such claim. In any case, the Company shall be discharged from all liability for all claims for loss, damage or expense unless a lawsuit is brought within two years from:
- (i) the performance date of the Company for its services which refers to the claim; or
- (ii) the date when the service should have been completed in the event of any alleged non-performance.

- (6.2) Indemnification: Against all claims (actual or threatened) by any third party for loss, damage or expenses of whatsoever nature including all legal expenses and related costs and howsoever arising relating to the performance, purported performance or non-performance of any services, the Client shall guarantee, hold harmless and indemnify the Company and its officers, employees, agents or subcontractors.

7. Obligation of Confidentiality, Copyright, Data Privacy Protection

- (7.1) The Company shall be authorized to make file copies of written documents, which have been made available to it for review and which are important for processing the order.
- (7.2) Insofar as Reports of Findings are prepared in the course of processing the order and which are subject to the protection of copyright, then the Company shall grant the Client a simple, non-transferable right to use, insofar as this is necessary and in accordance with the contractually presupposed purpose. Other rights shall not be transferred; in particular, the customer shall not be entitled to modify and/or edit audit reports or to make use of such outside of his business premises.
- (7.3) The Company and its staff which may be called in shall not disclose or use trade and business matters about which they have gained knowledge during the performance of their work without proper authorization, or unless instructed by a court or authorized body (e.g. regulatory authority, accreditation body or certification scheme owner) or otherwise legally required.

8. Miscellaneous

- (8.1) The validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired, even if any one or more provisions of these General Conditions are found to be illegal or unenforceable in any respect.
- (8.2) Client shall not directly or indirectly entice, encourage or make any offer to Company's employees to leave their employment with the Company, during the course of providing the services and for a period of one year thereafter.
- (8.3) Use of the Company's corporate name or registered marks for advertising purposes is not permitted without the Company's prior written authorization.

9. Governing Law, Jurisdiction and Dispute Settlement

- (9.1) Unless specifically agreed otherwise, all disputes arising out or in connection with contractual relationship(s) hereunder shall be governed by the applicable laws and regulations of the People's Republic of China.
- (9.2) Place of performance for any obligation arising out of this contract shall be Shanghai, the Place of the TÜV SÜD Certification and Testing (China) Co., Ltd., Shanghai branch, unless otherwise expressly agreed by the parties.

10. Languages

In the event of any discrepancy between the English and the Chinese version of these General Terms and Conditions, the English version shall prevail.