

Test Report No.: 244308096e 001

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Client: TAIWAN HEALTH PROTECTIVE COMPANY LIMITED

Contact Information: No. 660, Datong Rd., Guishan Dist. Taoyuan City 333, Taiwan, R.O.C.

Contact Person: Steven Lin

Sample Description As Declared :

| | |
|------------------------|---|
| No. Of Sample | 120 pcs |
| Product Description | Medical Face Mask |
| Colour | White |
| Material | - |
| Lot No./Batch code | 201229004 |
| Type Identifying | THP-21V |
| Manufacture | SHUO TING PRECISION IND. CO., LTD. (Second Factory) |
| Product Type | Single shift use only |
| Claimed Classification | Level 1 |
| Country of Origin | Taiwan |
| Sales Destination | EU/USA/Japan |

Sample obtaining method: Sending by customer

Sample Receiving date: 2021-01-12

Delivery condition: Apparent good, Samples tested as received

Test Period: 2021-01-19 to 2021-01-26 & 2021-01-27 to 2021-03-05

For and on behalf of

TÜV Rheinland (Shanghai) Co., Ltd.



2021-04-15 Joyce Zhou/ Assistant Technical Manager

Eason Lu/ Supervisor

Date

Name/Position

Name/Position

Test result is drawn according to the kind and extent of tests performed.

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

Summary of test results

| Item | <u>M001</u> |
|---|-------------|
| Bacterial filtration efficiency | M |
| Differential Pressure | M |
| Sub-micron particulate filtration efficiency at 0.1 micron [^] | M |
| Resistance to Penetration by Synthetic Blood | M |
| Flammability | M |
| Antiviral Activity of Textile Products [^] | # |

Note : M = Meet Performance Standard F = Below Performance Standard
 # = No Specified Requirement * = No Submitted Information
 N/A = Not Applicable

[^]= This testing item is out of the scope of our test capabilities, and was sub-contracted to a laboratory which complies with the requirement of ISO/IEC 17025:2017.

Material list

| Material No. | Material | Color | Location |
|--------------|---------------|-------|-------------------|
| M001 | Whole Product | White | Medical Face Mask |

1. Bacterial filtration efficiency*

 Test method : ASTM F2100-19e1 Clause 9.1
 Requirement : Level 1: ≥ 95%

M001

| | Specimen 1 | Specimen 2 | Specimen 3 | Specimen 4 | Specimen 5 |
|------------|------------|------------|------------|------------|------------|
| B (%) | 99.9 | 99.9 | 99.7 | 99.8 | 99.9 |
| Conclusion | Pass | | | | |

Remark: * = Test Result Refer To 244308096d 001

2. Differential Pressure *

 Test method : ASTM F2100-19e1 Clause 9.2
 Requirement : Level 1: <5.0 mmH₂O/cm²

M001

| Specimen | Pressure (mmH ₂ O/cm ²) | | | | | |
|------------|--|--------|--------|--------|--------|------|
| | Area 1 | Area 2 | Area 3 | Area 4 | Area 5 | Mean |
| 1 | 2.5 | 2.6 | 2.8 | 3.1 | 2.7 | 2.7 |
| 2 | 2.7 | 2.7 | 2.9 | 2.8 | 2.9 | 2.8 |
| 3 | 2.7 | 2.8 | 3.2 | 3.1 | 2.5 | 2.9 |
| 4 | 2.5 | 2.9 | 2.9 | 2.7 | 2.9 | 2.8 |
| 5 | 2.7 | 2.7 | 2.8 | 2.9 | 2.7 | 2.8 |
| Conclusion | Pass | | | | | |

Remark: * = Test Result Refer To 244308096d 001

3. Sub-micron particulate filtration efficiency at 0.1 micron*

 Test method : ASTM F2100-19e1 Clause 9.3
 Requirement : Level 1: ≥ 95%

M001

| | Specimen 1 | Specimen 2 | Specimen 3 | Specimen 4 | Specimen 5 |
|------------|------------|------------|------------|------------|------------|
| P (%) | 97.8 | 98.8 | 98.3 | 98.5 | 97.7 |
| Conclusion | Pass | | | | |

 Remark: * = Test Result Refer To 244308096d 001
 The test was subcontracted to other lab

4. Resistance to Penetration by Synthetic Blood*

Test method : ASTM F2100-19e1 Clause 9.4
 Requirement : Level 1 : ≥ 80mm Hg no penetration
 Test condition : 80mm Hg

M002

| Specimen | Observation | Specimen | Observation | Specimen | Observation | Specimen | Observation |
|------------|-------------|----------|-------------|----------|-------------|----------|-------------|
| 1 | N.P. | 9 | N.P. | 17 | N.P. | 25 | N.P. |
| 2 | N.P. | 10 | N.P. | 18 | N.P. | 26 | N.P. |
| 3 | N.P. | 11 | N.P. | 19 | N.P. | 27 | N.P. |
| 4 | N.P. | 12 | N.P. | 20 | N.P. | 28 | N.P. |
| 5 | N.P. | 13 | N.P. | 21 | N.P. | 29 | N.P. |
| 6 | N.P. | 14 | N.P. | 22 | N.P. | 30 | N.P. |
| 7 | N.P. | 15 | N.P. | 23 | N.P. | 31 | N.P. |
| 8 | N.P. | 16 | N.P. | 24 | N.P. | 32 | N.P. |
| Conclusion | | Pass | | | | | |

Remark: N.P. = no penetration P.F. = penetration was found

* = Test Result Refer To 244308096d 001

5. Flammability*

Test method : ASTM F2100-19e1 Clause 9.5
 Requirement : Level 1: Class 1

M001

Fabric type Plain surface
 Conditioning Sample as received
 Burn side Face
 Burn direction Length
 Specimen 1 DNI
 Specimen 2 DNI
 Specimen 3 DNI
 Specimen 4 DNI
 Specimen 5 DNI
 Average DNI

Classification : Class 1, Normal flammability

Remark: DNI = Did not ignite.
 IBE = Ignite but extinguished.
 _._sec = Actual burn time in seconds measured and recorded by the timing device.

Remark: * = Test Result Refer To 244308096d 001

6. Antiviral Activity of Textile Products *

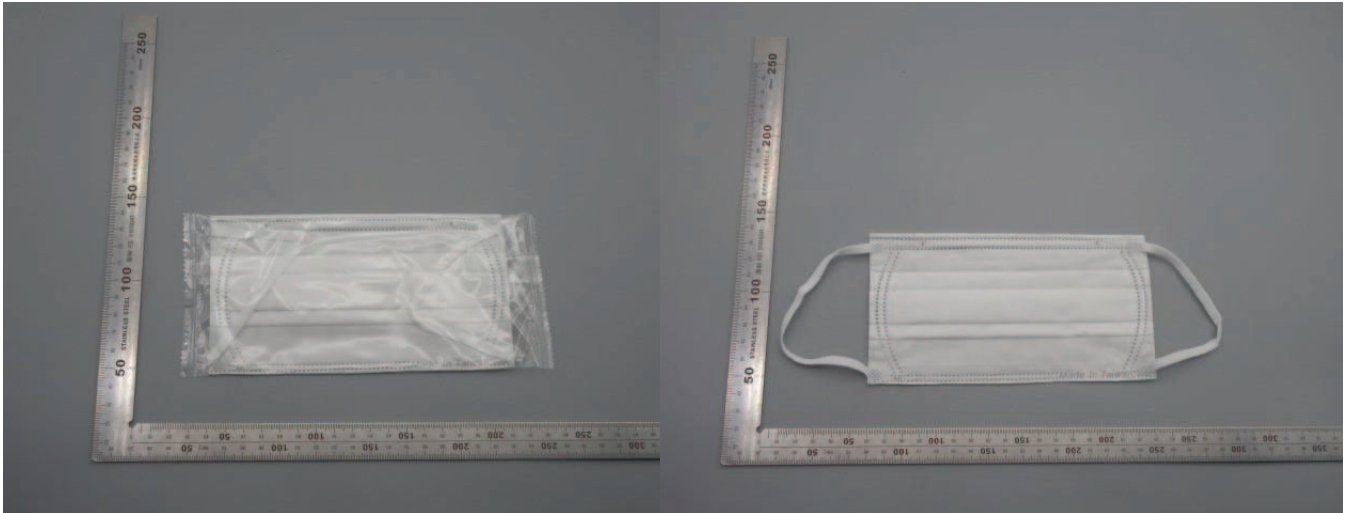
Test method : ISO 18184: 2019 (E)

M001

| Virus and host cell | Specimen | <u>Infectivity titre value immediate after inoculation of the reference specimen</u> | <u>Infectivity titre value after 2h contacting with the reference specimen</u> | <u>Infectivity titre value after 2h contacting with the test specimen</u> |
|--|---|--|--|---|
| Influenza A virus H3N2 Host cell: MDCK | 1 | 6.89 | 6.30 | 4.71 |
| | 2 | 6.87 | 6.10 | 4.73 |
| | 3 | 6.80 | 6.20 | 4.71 |
| | Average logarithm of infectivity titre value (lgTCID ₅₀ /vial) | 6.84 | 6.20 | 4.72 |
| | Antiviral efficacy value | 2.13 | | |
| | Antiviral activity rate (%) | 99.27 | | |
| | | | | |
| Virus and host cell | Specimen | <u>Infectivity titre value immediate after inoculation of the reference specimen</u> | <u>Infectivity titre value after 2h contacting with the reference specimen</u> | <u>Infectivity titre value after 2h contacting with the test specimen</u> |
| Influenza A virus H1N1(A/PR/8/34) Host cell: MDCK | 1 | 6.97 | 6.30 | 4.87 |
| | 2 | 6.87 | 6.42 | 4.80 |
| | 3 | 6.97 | 6.42 | 4.87 |
| | Average logarithm of infectivity titre value (lgTCID ₅₀ /vial) | 6.94 | 6.38 | 4.85 |
| | Antiviral efficacy value | 2.09 | | |
| | Antiviral activity rate (%) | 99.19 | | |

Remark: * = The test was subcontracted to other lab

Photo:



- END -

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

1. **Scope**
 - 1.1 These General Terms and Conditions of Business of TÜV Rheinland in Greater China ("GTBC") are made between the client and the member entities of TÜV Rheinland in Greater China as applicable as the case may be ("TÜV Rheinland"). The Greater China hereof refers to Mainland China, Hong Kong and Taiwan. The client hereby includes:
 - (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;
 - (ii) 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.
Any standard terms and conditions of the client of any nature shall not apply and shall hereby be expressly excluded. No standard contractual terms and conditions of the client shall form part of the contract even if TÜV Rheinland does not explicitly object to them.
 - 1.3 Any standard terms and conditions of the client of any nature shall not apply and shall hereby be expressly excluded. No standard contractual terms and conditions of the client shall form part of the contract even if TÜV Rheinland does not explicitly object to them.
 - 1.4 In the context of an ongoing business relationship with the client, this GTBC shall also apply to future contracts with the client without TÜV Rheinland having to refer to them separately in each individual case.
 2. **Quotations**

Unless otherwise agreed, all quotations submitted by TÜV Rheinland can be changed by TÜV Rheinland without notice prior to its acceptance and confirmation by the other party.
 3. **Coming into effect and duration of contracts**
 - 3.1 The contract shall come into effect for the agreed terms upon the quotation letter of TÜV Rheinland or a separate contractual document being signed by both contracting parties, or upon the works requested by the client being carried out by TÜV Rheinland. If the client instructs TÜV Rheinland without receiving a quotation from TÜV Rheinland (quotation), TÜV Rheinland is, in its sole discretion, entitled to accept the order by giving written notice of such acceptance (including notice sent via electronic means) or by performing the requested services.
 - 3.2 The contract term starts upon the coming into effect of the contract in accordance with article 3.1 and shall continue for the term agreed in the contract.
 - 3.3 If the contract provides for an extension of the contract term, the contract term will be extended by the term provided for in the contract unless terminated in writing by either party with a six-week notice prior to the end of the contractual term.
 4. **Scope of services**
 - 4.1 The scope 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.
 - 4.2 The agreed services shall be performed in compliance with the regulations in force at the time the contract is entered into.
 - 4.3 TÜV Rheinland is entitled to determine, in its sole discretion, the method and nature of the assessment unless otherwise agreed in writing or if mandatory provisions require a specific procedure to be followed.
 - 4.4 On execution of the work there shall be no simultaneous assumption of any guarantee of the correctness (proper quality) and working order of either tested or examined parts nor of the installation as a whole and its upstream and/or downstream processes, installations, uses and applications in accordance with regulations, nor of the systems on which the installation is based. In particular, TÜV Rheinland shall assume no responsibility for the construction, selection of materials and assembly of installations examined, nor for their use and application in accordance with regulations, unless these questions are expressly covered by the contract.
 - 4.5 In the case of inspection work, TÜV Rheinland shall not be responsible for the accuracy or checking of the safety programmes or safety regulations on which the inspections are based, unless otherwise expressly agreed in writing.
 - 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 expense.
 - 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 results - in full or in extracts - to third parties in accordance with clause 11.4.
 5. **Performance periods/dates**
 - 5.1 The contractually agreed periods/dates of performance are based on estimates of the work involved which are prepared in line with the details provided by the client. They shall only be binding if being confirmed as binding by TÜV Rheinland in writing.
 - 5.2 If binding periods of performance have been agreed, these periods shall not commence until the client has submitted all required documents to TÜV Rheinland.
 - 5.3 Articles 5.1 and 5.2 also apply, even without express approval by the client, to all extensions of agreed periods of performance 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 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.
 - 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.
 6. **The client's obligation to cooperate**
 - 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.
 - 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:
 - a) it has required statutory qualifications;
 - b) the product, service or management system to be certified complies with applicable laws and regulations; and
 - 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.
 - If the client breaches the aforesaid representations and warranties, TÜV Rheinland is entitled to i) immediately terminate the contractor/contract without prior notice; and ii) withdraw the issued testing report/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 provided by or lack of proper cooperation from the client. Even where a fixed or maximum price is agreed, TÜV Rheinland shall be entitled to charge extra fees for such additional expense.
 7. **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 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.
Unless otherwise agreed, work shall be invoiced according to the progress of the work.
 - 7.2 If the execution of an order extends over more than one month and the value of the contracts or the agreed fixed price exceeds €2,500.00 or equivalent value in local currency, TÜV Rheinland may demand payments on account or in instalments.
 8. **Payment terms**
 - 8.1 All invoice amounts shall be due for payment without deduction on receipt of the invoice. No discounts and rebates shall be granted.
 - 8.2 Payments shall be made to the bank account of TÜV Rheinland as indicated on the invoice, together with 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 fail 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 on the contract basis.
 - 8.5 The provisions set forth in article 8.4 shall also apply in cases involving returned checks, cessation of payment, commencement of insolvency proceedings against the client's assets or cases in which the commencement of insolvency proceedings has been dismissed due to lack of assets.
 - 8.6 Objectors 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 and thereafter on the first day of the month. In the event that the client has notified the client in writing of the rise in fees, this notification shall remain in effect for one month prior to the date on which the rise in fees shall come into effect (performance period). If the rise in fees shall be issued under 5% per contractual year, the client shall not have the right to terminate the contract. If the rise in fees exceeds 5% per contractual year, the client shall be entitled to terminate the contract by the end of the period of notice of changes in fees. If the contract is not terminated, the changed fees shall be deemed to have been agreed upon by the time of the expiry of the notice period.
 - 8.9 Only legally established and undisputed claims may be offset against claims by TÜV Rheinland.
9. **Acceptance 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 and handover of the work, unless the client refuses acceptance within this period stating at least one fundamental breach of work 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 be decisive.
 - 9.5 If the client was unable to make use of the time windows provided for within the scope of a certification procedure for auditing/verification by TÜV Rheinland and the certificate is issued, TÜV Rheinland is entitled to immediately charge a lump-sum compensation of 10% of the order amount as compensation for expenses. The client must be able to prove that the TÜV Rheinland has incurred no damage whatsoever or only a considerably lower damage than the above lump sum.
 - 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.
10. **Confidentiality**
 - 10.1 For the purpose of these terms and conditions, "confidential information" means all information, documents, images, drawings, know-how, data, samples and project documentation which one party (the "disclosing party") hands over, transfers or otherwise discloses to the other party (the "receiving party"), and the confidential information created during performance of work by TÜV Rheinland, including product testing data, defects, conformity to the technical standard and related reports. Confidential information also includes paper copies and electronic copies of such information. Confidential information is expressly not the data and know-how collected, compiled or otherwise obtained by TÜV Rheinland (not-personal) 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 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 five working days of oral disclosure. Where the disclosing party fails to do so within the stipulated period, the receiving party shall not be bound by any confidentiality obligations hereunder towards such information.
 - 10.3 All confidential information which the disclosing party transmits or otherwise discloses to the receiving party and which is created during performance of work by TÜV Rheinland:
 - a) may only be used by the receiving party for the purposes of performing the contract, unless expressly otherwise agreed in writing by the disclosing party;
 - b) may not be copied, distributed, published or otherwise disclosed by the receiving party, unless this is necessary for fulfilling the purpose of the contract or TÜV Rheinland is required to pass on confidential information, inspection reports or documentation to the government authorities, judicial court, accreditation bodies or third parties that are involved in the performance of the contract;
 - c) must be treated by the receiving party with the same level of confidentiality as the confidential information of the disclosing party, in particular, never with a lesser level of confidentiality than that which is reasonably required.
 - 10.4 The receiving party may disclose any confidential information received from the disclosing party only to those of its employees who need this information to perform the services required for the contract. The receiving party undertakes to obligate these employees to observe the same level of secrecy as set forth in this confidentiality clause.
 - 10.5 Information for which the receiving party can furnish proof that:
 - a) it was generally known at the time of disclosure or has become general knowledge without violation of this confidentiality clause by the disclosing party; or
 - b) was disclosed to the receiving party by a third party entitled to disclose this information; or
 - c) the receiving party already possessed this information prior to disclosure by the disclosing party, shall not be deemed to constitute "confidential information" as defined in this confidentiality clause.
 - 10.6 All confidential information shall remain the property of the disclosing party. The receiving party hereby agrees to immediately (i) return all confidential information, including copies, to the disclosing party, and (ii) on request by the disclosing party, to destroy all confidential information, including all copies, and confirm the destruction of this confidential information to the disclosing party in writing, at any time if so requested by the disclosing party but at the latest and without special request after termination or expiry of the contract. This does not extend to include reports and certificates prepared for the client solely for the purposes of fulfilling the obligations under the contract, which shall remain with the client. However, TÜV Rheinland is entitled to make file copies of such reports, certificates and confidential information that forms the basis of such reports and certificates in order to evidence the correctness of its results and for general documentation purposes required by laws, regulations and the requirements of working procedures of TÜV Rheinland.
 - 10.7 From the start of the contract and for a period of three years after termination or expiry of the contract, the receiving party shall maintain strict secrecy of all confidential information and shall not disclose this information to any third parties or use it for itself.
11. **Copyrights and rights of use, publications**
 - 11.1 TÜV Rheinland shall retain all exclusive copyrights in the reports, expert reports/opinions, test reports/results, results, calculations, presentations etc. prepared by TÜV Rheinland, unless otherwise agreed by the parties in a separate agreement. As the owner of the copyrights, TÜV Rheinland is free to grant others the right to use the work results for individual or all types of use ("right of use").
 - 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 purposes of fulfilling the obligations under the contract. 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 purposes of fulfilling the obligations under the contract. 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 purposes of fulfilling the obligations under the contract. 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 purposes of fulfilling the obligations under the contract.
 - 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.
 - 11.4 The client may use work results only complete and unshortened. The client may only pass on the work results in full unless TÜV Rheinland has given its prior written consent to the partial passing on of work results.
 - 11.5 Any publication or duplication of the work results for advertising purposes or any further use of the work results beyond the scope regulated in clause 11.2 needs the prior written approval of TÜV Rheinland in each individual case.
 - 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.
 - 11.7 The consent of TÜV Rheinland to publication or duplication of the work results does not entitle the client to use the corporate logo, corporate design or testification/mark of TÜV Rheinland.
12. **Liability of TÜV Rheinland**
 - 12.1 Irrespective of the legal basis, to the fullest extent permitted by applicable law, in the event of a breach of contractual obligations on the part 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 price, three times the overall fee for the entire contract; (ii) in the case of a contract for annually recurring services, the agreed annual fee; (iii) in the case of a contract expressly charged on a time basis, a maximum of 20,000 Euro or equivalent amount in local currency; and (iv) in the case of a framework agreement that provides for the possibility of placing individual orders, three

times of the fee for the individual order under which the damages or losses have occurred. Notwithstanding the above, in the event that the total and accumulated liability calculated according to the foregoing provisions exceeds 2.5 Million Euro or equivalent amount in local currency, the total and accumulated liability of TÜV Rheinland shall be only limited to and shall not exceed the said 2.5 Million Euro or equivalent amount in local currency. The limitation of liability according to article 12.1 above shall not apply to damages and/or losses caused by malice, intent or gross negligence on the part of TÜV Rheinland or its vicarious agents. Such limitation shall not apply to damages where a person's death, physical injury or illness.- 12.3 In cases involving a fundamental breach of contract, TÜV Rheinland will be liable even where minor negligence is involved. For this purpose, a "fundamental breach" is 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 foreseen as a possible consequence of such a breach of contract at the time of the breach (reasonably foreseeable damages), unless any of the circumstances described in article 12.2 applies. TÜV Rheinland shall not be liable for the acts of the personnel made available by the client to support TÜV Rheinland in the performance of its services under the contract, unless such personnel made available is regarded as vicarious agent of TÜV Rheinland. If TÜV Rheinland is not liable for the acts of the personnel made available by the client under the foregoing provision, the client shall indemnify TÜV Rheinland against any claims made by third parties arising from or in connection with such personnel's acts.
- 12.5 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.