

## Beiblatt zum Sicherheitsdatenblatt / Supplement to the safety data sheet

### Abschnitt 1 / Section 1

#### 1.1 Produktidentifikation / Product identification

s. Original-Datenblatt / see original safety data sheet

#### 1.2 Verwendungen des Stoffs / Uses of the substance











s. Original-Datenblatt / see original safety data sheet

#### 1.3 Einzelheiten zum Lieferanten / Details of the supplier

Firmenname /	Supplier	Stürmer Maschinen GmbH,
Straße /	Street	Dr.-Robert-Pfleger-Str. 26,
Ort /	City	D-96103 Hallstadt
Tel. /	Phone	+49 (0)951 96555 - 0 (07:00 - 17:00 Uhr / 07:00 am - 05:00 pm)
E-Mail /	E-Mail	info@stuermer-maschinen.de

#### 1.4 Notrufnummer / Emergency Telephone

Wählen Sie die passende Notrufnummer anhand des GHS-Symbols auf Ihrem Gefahrgut oder entsprechend Abschnitt 2.2 des orig. Sicherheitsdatenblattes \*.  
Call the appropriate emergency number using the GHS symbol on your dangerous goods or according to section 2.2 of the original safety data sheet \*.

GHS Gefahren-piktogramm / GHS symbol	GHS-Kürzel/ GHS-no.	Mögliche Signalwörter/ Warning	Gefährdungsklassen / Description of hazards	Notrufnummer */ Emergency Phone *
	GHS01 bis GHS09			+49 (0)951 96555 - 590 Sammelnotrufnummer Gefahrstoffe
	GHS01	Gefahr oder Achtung / Danger or Attention	Explosive Stoffe/Gemische und Erzeugnisse mit Explosivstoff, selbstzersetzliche Stoffe/Gemische, organische Peroxide / Explosive substances / mixtures and products containing explosives, self-reactive substances / mixtures, organic peroxides	- 591
	GHS02	Gefahr oder Achtung / Danger or Attention	Selbstzersetzliche Stoffe/Gemische, organische Peroxide, entzündbare Gase, Aerosole Flüssigkeiten, Feststoffe, selbsterhitzungsfähige Gemische, pyrophore Flüssigkeiten und Feststoffe, Stoffe/Gemische, die bei Berührung mit Wasser entzündbare Gase bilden / Self-reactive substances / mixtures, organic peroxides, flammable gases, aerosols, liquids, solids, self-heating mixtures, pyrophoric liquids and solids, substances / mixtures which form flammable gases on contact with water	- 592
	GHS03	Gefahr oder Achtung / Danger or Attention	Oxidierende Gase, Flüssigkeiten, Feststoffe / Oxidizing gases, liquids, solids	- 593
	GHS04	Achtung / Attention	Verdichtete, verflüssigte, gelöste und tiefgekühlt verflüssigte Gase / Compressed, liquefied, dissolved and refrigerated liquefied gases	- 594
	GHS05	Gefahr oder Achtung / Danger or Attention	Verätzung der Haut, schwere Augenschäden, auch metallkorrosive Eigenschaften / Chemical burns to the skin, severe eye damage, also metal-corrosive properties	- 595
	GHS06	Gefahr / Danger	Äußerst schwere und schwere akute Gesundheitsschäden oder Tod / Extremely severe and severe acute damage to health or death	- 596
	GHS07	Achtung / Attention	Akute Gesundheitsschäden, Reizung der Haut, der Augen und der Atemwege, Sensibilisierung der Haut, narkotisierende Wirkungen / Acute damage to health, irritation of the skin, eyes and the respiratory tract, sensitization of the skin, narcotic effects	- 597
	GHS08	Gefahr oder Achtung / Danger or Attention	Chronische Gesundheitsschäden (Organschädigungen) bei einmaliger oder mehrmaliger Exposition, krebserzeugende, erbgutverändernde und fortpflanzungsgefährdende Wirkungen, Lungenschäden durch Eindringen von Substanzen in die Lunge (Aspirationsgefahr), Sensibilisierung der Atemwege / Chronic damage to health (damage to organs) after single or multiple exposure, carcinogenic, mutagenic and reproductive effects, lung damage due to the penetration of substances into the lungs (risk of aspiration), sensitization of the respiratory tract	- 598
	GHS09	Achtung oder ohne Signalwort/ Attention or without wording	Giftig für Wasserorganismen mit kurz- und langfristiger Wirkung / Toxic to aquatic organisms with short and long-term effects	- 599

\* 07:00 - 17:00 Uhr, außerhalb dieses Zeitraums kann die Nummer auf dem Sicherheitsdatenblatt angerufen werden / 07:00 am - 05:00 pm, outside this time, the number on the safety data sheet can be called

Für alle anderen Informationen siehe Original-Sicherheitsdatenblatt / For all other information, see the original safety data sheet

Technical Report No. 70.431.20.21047.01-00

Dated 2020-12-28



Client: Changshu Tongrun Auto Accessory Co., Ltd.  
Changshu Economic Development Zone New Longteng Industrial  
Park, Changshu City, Jiangsu Prov.

Attn: JI JUN

Manufacturing place: Wuxi Saifu Petroleum Products Co., Ltd.

Test subject: Product: Hydraulic oil for jacks

Test specification: Refer to next pages

Purpose of examination: Safety Data Sheet (according to Regulation (EU) 2015/830)

Test result: See data on following pages



Disclaimer Measurement Uncertainty:

Unless otherwise agreed upon, Pass or Fail verdicts are given based on the measured values without any considerations of measurement uncertainties. Please note, every test method has a measurement uncertainty which has been evaluated by the laboratory according to ISO/IEC 17025 requirements. By taking measurement uncertainties into account it might happen that measured values can neither be assessed as PASS nor as FAIL.

Any use for advertising purposes must be granted in writing. This technical report may only be quoted in full. This report is the result of a single examination of the object in question and is not generally applicable evaluation of the quality of other products in regular production. For further details, please see testing and certification regulation, chapter A-3.4.

Remarks : 1. The compositing testing was required by the client  
2. The test items were specified by the applicant

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

Project No.: 70.431.20.21047.01-00

Telephone : +86 21-6141 0123

Telefax : +86 21-6140 8600

No.151 Heng Tong Road  
Shanghai, 200 070  
P.R.China

Date: 2020-12-28

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1

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

**Product identifier**

Product Name	Hydraulic oil for jacks
CAS No.	8042-47-5
EC No.	232-455-8
Molecular Formula	N/A
REACH Registration Number	-

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

Relevant identified uses	Hydraulic oil to be used in high pressure hydraulic transmission system with strict environmental protection requirement.
Uses advised against	No special instructions.

**Details of the supplier of the Safety Data Sheet**

Name of the company	Changshu Tongrun Auto Accessory Co., Ltd.
Address of the company	Changshu Economic Development Zone New Longteng Industrial Park, Changshu City, Jiangsu Prov.
Post code	215500
Telephone number	0512-52341270
Fax number	0512-52341270
E-mail address	wangjf@tongrunjacks.com

**Emergency telephone number**

Emergency telephone number	0512-52341039
Opening hours	24h

Remarks : 1. The composting testing was required by the client  
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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.

**GHS 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**

Composition/information on ingredients

**Substance/mixture**

Substance					
Component	CAS No.	EC No.	Index No.	Classification according to Regulation (EC) No. 1272/2008 [CLP]	Weight % content (or range)
White oil (13 # hydraulic oil)	8042-47-5	232-455-8	-	Not Classified	99.9

**4**

First-aid measures

**Description of first aid measures**

<b>General advice</b>	Immediate medical attention is required. Show this safety data sheet (SDS) to the doctor in attendance.
<b>Eye contact</b>	First rinse with plenty of water for several minutes (remove contact lenses if easily possible), then take to a doctor.
<b>Skin contact</b>	Rinse and then wash skin with water and soap.
<b>Ingestion</b>	Do NOT induce vomiting.
<b>Inhalation</b>	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.
<b>Protecting of first-aiders</b>	Ensure that medical personnel are aware of the substance involved. Take precautions to protect themselves and prevent spread of contamination.

**Most important symptoms/effects, acute and delayed**

1	Please see section 11.
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**Indication of any immediate medical attention and special treatment needed**

1	Treats symptomatically.
2	Symptoms may be delayed.

**5**

**Fire-fighting measures**

**Extinguishing media**

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

**Specific hazards arising from the substance or mixture**

1	Development of hazardous combustion gases or vapor possible in the event of fire.
2	Not considered a significant fire risk, however containers may burn.

**Advice for firefighters**

1	As in any fire, wear self-contained breathing apparatus (MSHA/NIOSH approved or equivalent) and full protective gear.
2	Fight fire from a safe distance, with adequate cover.
3	Prevent fire extinguishing water from contaminating surface water or the ground water system.

**6**

**Accidental release measures**

**Personal precautions, protective equipment and emergency procedures**

1	Use personal protective equipment, do not breathe gas/mist/vapour/spray.
2	Ensure adequate ventilation. Remove all sources of ignition. Take precautionary measures against static discharges.
3	Evacuate personnel to safe areas. Keep people away from and upwind of spill/leak.

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### Environmental precautions

- |   |   |
|---|---|
| 1 | Prevent further leakage or spillage if safe to do so. |
| 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.       |
| 3 | Remove all sources of ignition. Use spark-proof tools and explosion-proof equipment.                                     |

## 7

### Handling and storage

#### Precautions for safe handling

##### ◆ Protective measures

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

##### ◆ Measures to prevent fire

- |   |   |
|---|---|
| 1 | Keep away from heat/sparks/open flames/ hot surfaces. |
|---|---|

##### ◆ Measures to prevent aerosol and dust generation

- |   |                 |
|---|-----------------|
| 1 | Not applicable. |
|---|-----------------|

##### ◆ Advice on general occupational hygiene

- |   |  |
|---|--|
| 1 | Wash hands and face after using of the substances. |
| 2 | Replace the contaminated clothing immediately.     |

### Conditions for safe storage, including any incompatibilities

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1	Keep containers tightly closed.
2	Keep containers in a dry, cool and well-ventilated place.
3	Keep away from heat/sparks/open flames/hot surfaces.
4	Store away from incompatible materials and foodstuff containers.

**| Specific end use(s)**

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**

<b>Occupational Exposure limit</b>	No relevant regulations
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◆ Biological limit values

<b>Biological limit values</b>	No relevant regulations
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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.
2	GBZ/T 300.1~GBZ/T 300.160-2017; GBZ/T 300.161~GBZ/T 300.164-2018 Determination of toxic substances in workplace air (Series standard).

◆ Derived No effect level (DNEL)

Component	Route of exposure	DNEL for Workers			
		Acute effects (local)	Acute effects (systemic)	Chronic effects (local)	Chronic effects (systemic)
White oil (13 # hydraulic oil)	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)

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Predicted No Effect	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	Set up emergency exit and necessary risk-elimination area.
4	Handle in accordance with good industrial hygiene and safety practice.

### Personal protection equipment

General requirement	No special requirements, please see the description below.
Eye protection	In general situation, eye protection is not needed. In the production process, when contacting with dust, tightly fitting safety goggles (approved by EN 166(EU) or NIOSH (US).
Hand protection	In general situation, hand protection is not needed.
Respiratory protection	In general situation, respiratory protection is not needed. 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	In general situation, skin and body protection are not needed.

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Physical and chemical properties and safety characteristics

**Physical and chemical properties**

Appearance	liquid state, Colorless, transparent
Odor	Tasteless
Odor threshold	No information available
pH	7
Melting point/freezing point(°C)	-45
Initial boiling point and boiling range(°C)	352
Flash point(Closed cup,°C)	188
Evaporation rate	No information available
Flammability	Nonflammable
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)	0.880 (20°C)
Solubility	No information available
n-octanol/water partition coefficient	6
Auto-ignition temperature(°C)	380
Decomposition temperature(°C)	358
Viscosity	Dynamic viscosity: 25.9 mPa·s Kinematic viscosity: 13.5mm <sup>2</sup> /s
Explosive properties	Not explosive
Oxidizing properties	Not oxidizing

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**10**

Stability and reactivity

**| Stability and reactivity**

<b>Reactivity</b>	Contact with incompatible substances can cause decomposition or other chemical reactions.
<b>Chemical stability</b>	Stable under proper operation and storage conditions.
<b>Possibility of hazardous reactions</b>	No information available.
<b>Conditions to avoid</b>	Incompatible materials, heat, flame and spark.
<b>Incompatible materials</b>	No information available.
<b>Hazardous decomposition products</b>	Under normal conditions of storage and use, hazardous decomposition products should not be produced.

**11**

Toxicological information

**| Acute toxicity**

<b>Acute toxicity</b>	No information available
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**| Carcinogenicity**

Component	List of carcinogens by the IARC Monographs	Report on Carcinogens by NTP
White oil (13 # hydraulic oil)	Not Listed	Not Listed

**| Others**

White oil (13 # hydraulic oil)(Component)	
<b>Skin corrosion/irritation</b>	Based on available data, the classification criteria are not met
<b>Serious eye damage/irritation</b>	Based on available data, the classification criteria are not met
<b>Skin sensitization</b>	Based on available data, the classification criteria are not met

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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**

Acute aquatic toxicity	No information available
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**| Chronic aquatic toxicity**

Chronic aquatic toxicity	No information available
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**| Persistence and degradability**

Persistence and degradability	No information available
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**| Bioaccumulative potential**

Bioaccumulative potential	No information available
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**| Mobility in soil**

Mobility in soil	No information available
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**| Results of PBT and vPvB assessment**

Component	Results of PBT and vPvB assessment [according to (EC) No 1907/2006]
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White oil (13 # hydraulic oil)	not PBT/vPvB
--------------------------------	--------------

**13**

Disposal considerations

**| Disposal considerations**

Waste chemicals	Before disposal should refer to the relevant national and local laws and regulation.
Contaminated packaging	Recommend the use of incineration disposal. 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 waste chemicals and contaminated packaging.

**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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**| IATA-DGR**

IATA-DGR	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	AIIC	ENCS
White oil (13 # hydraulic oil)	√	√	√	√	√	√	√	√	√

- [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] Korea Existing Chemicals Inventory
- [AIIC] Australia. Inventory of Industrial Chemicals (AIIC)
- [ENCS] Japan Inventory of Existing & New Chemical Substances

**European chemical inventory**

Component	A	B	C	D	E	F	G
White oil (13 # hydraulic oil)	x	x	x	√	√	x	x

- [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” No data or not included in the regulations.

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**Information on revision**

Creation Date	2020/12/21
Revision Date	2020/12/21
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: <https://www.echemportal.org/echemportal/substancesearch/index.action>.
- [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	UN	The United Nations
PC-STEL	Short term exposure limit	OECD	Organization for Economic Co-operation and Development
PC-TWA	Time Weighted Average	IMDG	International Maritime Dangerous Goods
MAC	Maximum Allowable Concentration	IARC	International Agency for Research on Cancer
DNEL	Derived No Effect Level	ICAO	International Civil Aviation Organization
PNEC	Predicted No Effect Concentration	IATA	International Air Transportation Association
NOEC	No Observed Effect Concentration	ACGIH	American Conference of Governmental Industrial Hygienists
LC <sub>50</sub>	Lethal Concentration 50%	NFPA	National Fire Protection Association
LD <sub>50</sub>	Lethal Dose 50%	NTP	National Toxicology Program
EC <sub>50</sub>	Effective Concentration 50%	PBT	Persistent, Bioaccumulative, Toxic
EC <sub>x</sub>	Effective Concentration X%	vPvB	very Persistent, very Bioaccumulative
P <sub>ow</sub>	Partition coefficient Octanol: Water	CMR	Carcinogens, mutagens or substances toxic to reproduction
BCF	Bioconcentration factor	RPE	Respiratory Protective Equipment

Remarks : 1. The composting testing was required by the client  
2. The test items were specified by the applicant

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

Project No.: 70.431.20.21047.01-00

Telephone : +86 21-6141 0123

Telefax : +86 21-6140 8600

No.151 Heng Tong Road  
Shanghai, 200 070  
P.R.China

Date: 2020-12-28

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<http://www.tuv-sud.cn>



**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.

\*\*\*\*\* End of Report \*\*\*\*\*



Remarks : 1. The composting testing was required by the client  
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# General Terms and Conditions

of TÜV SÜD Certification and Testing (China) Co., Ltd. and its affiliated branch offices in the P.R.C.  
(hereinafter referred to as the company)



## 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 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 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 at-orney'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.