THIS AGREEMENT is entered into between:

Technical Service of
TÜV AUSTRIA GMBH (hereinafter referred to as **"TAGMBH"**),
with registered address at:
Deutschstraße 10, 1230 Vienna, Austria
Contact: automotive@tuv.at

and **"Company",** having its principle place of business at

Company Legal Entity Name	
Registered Address	
principle place of business (if different from registered Address)	

Company is entering the Type Approval Agreement as a:

☐ Manufacturer*

☐ Manufacturer's representative*

**: See definitions below.*

INTRODUCTION

TAGMBH offers type approval related services as a Technical Service.
TAGMBH shall be entitled to involve affiliated companies within the TÜV AUSTRIA Group, in particular **TÜV AUSTRIA (SHANGHAI) CO., LTD** (hereinafter referred to as **"TASH"**), with registered address at: 6th Floor, Building 8, No. 518 North Fuquan Road, Changning District, Shanghai, P/C 200335, P.R. China, as subcontractors for the performance of services under this agreement.
All services performed by such affiliated companies or subcontractors shall be carried out under the responsibility, supervision and quality management system of TAGMBH and in accordance with its designation as Technical Service.

TAGMBH shall remain solely responsible towards the Company for the proper performance of all services under this agreement, irrespective of whether such services are performed by TAGMBH itself or by affiliated companies or subcontractors.

The Applicant intends to submit type approval applications for a certain product manufactured by the Applicant (or the Manufacturer if different), to one of the Type Approval Authorities that have designated and notified the Technical Service of TAGMBH.

This Type Approval Agreement shall be executed between TAGMBH and the Applicant (and the Manufacturer, if applicable) setting forth the terms and conditions to which the parties hereto must adhere.

Now therefore, taking into account the consensus of the Parties expressed herein, as well as other legal or material considerations, the parties hereto agree as follows:

DEFINITIONS

'Applicant' means the legal entity that applies for granting of a type approval for itself to the Approval authority. Applicants may be manufacturers that may also be represented vis-à-vis the Approval authority by an appointed representative. Producers, authorised representatives or exclusive distributors may also be applicants.
'Approval authority' means the authority or authorities of a Member State, notified to the Commission by that Member State, with competence for all aspects of the type-approval of a vehicle, system, component or separate technical unit, or of the individual vehicle approval, for the authorisation process for parts and equipment, for issuing and, if appropriate, for withdrawing or refusing approval certificates, for acting as the contact point for the approval authorities of the other Member States, for designating the technical services, and for ensuring that the manufacturer meets its obligations regarding the conformity of production
'Certificate of conformity' means the document issued by the manufacturer which certifies that a produced vehicle conforms to the approved type of vehicle and complies with all regulatory acts that were applicable at the time of its production;
Component' means a device that is intended to be part of a vehicle, that can be type-approved independently of a vehicle and that is subject to the requirements of this Regulation or any of the regulatory acts listed in Annex II where the specific regulatory act makes express provision to that effect
'EU type-approval' means the procedure whereby an approval authority certifies that a type of vehicle, system, component or separate technical unit satisfies the relevant administrative provisions and technical requirements of this Regulation
'Manufacturer' means a natural or legal person who is responsible for all aspects of the type-approval of a vehicle, system, component or separate technical unit, or the individual vehicle approval, or the authorisation process for parts and equipment, for ensuring conformity of production and for market surveillance matters regarding that vehicle, system, component, separate technical unit, part and equipment produced, irrespective of whether or not that person is directly involved in all stages of the design and construction of that vehicle, system, component or separate technical unit concerned
'Manufacturer's representative' means any natural or legal person established in the Union who is duly appointed by the manufacturer to represent the manufacturer before the approval authority or the market surveillance authority and to act on the manufacturer's behalf in matters covered by this Regulation;
'Market surveillance' means the activities carried out and measures taken by the market surveillance authorities to ensure that vehicles, systems, components and separate technical units as well as parts and equipment made available on the market comply with the requirements set out in the relevant Union harmonisation legislation and do not endanger health, safety, the environment or any other aspect of public interest protection
'National type-approval' means the procedure whereby an approval authority certifies that a type of vehicle, system, component or separate technical unit satisfies the relevant administrative provisions and technical requirements laid down by the law of a Member State, the validity of such approval being restricted to the territory of that Member State
'Registration' means an administrative authorisation for the entry into service in road traffic of an approved vehicle, involving the identification of the vehicle and the issuing to it of a serial number, known as the registration number, whether on a permanent or temporary basis
'Separate technical unit' means a device that is intended to be part of a vehicle that can be type-approved separately, but only in relation to one or more specified types of vehicle and that is subject to the requirements of this Regulation or any of the regulatory acts listed in Annex II of regulation (EU) 2018/858 where the specific regulatory act makes express provisions to that effect;
'System' means an assembly of devices combined to perform one or more specific functions in a vehicle
Technical Service' means an organisation or body designated by the approval authority as a testing laboratory to carry out tests, or as a conformity assessment body to carry out the initial assessment and other tests or inspections
'Type-approval' means the procedure whereby an approval authority certifies that a type of vehicle, system, component or separate technical unit satisfies the relevant administrative provisions and technical requirements
'Type-approval certificate' means the document whereby the approval authority officially certifies that a type of vehicle, system, component or separate technical unit is type-approved
'Type of vehicle' means a particular group of vehicles that shares at least the features specified in Part B of Annex I of regulation (EU) 2018/858, including a group of vehicles that contains variants and versions as referred to therein
'Vehicle' means any motor vehicle or its trailer

COMPANY RIGHTS

During the validity of the vehicle, system or component type approval, the Company is entitled to:
- use the type approval certificate for the purpose as set out in the type approval certificate;
- in case of Whole Vehicle Type Approvals issue Certificates of Conformity (CoC) for vehicles compliant to the approved type and the applicable regulatory acts

COMPANY OBLIGATIONS

- Company acknowledges and accepts the general Terms and Conditions of TAGMBH (refer Annex). -
- With signature of this document Company sets up a contractual relationship between manufacturer / manufacturer's representative and the Technical Service of TAGMBH.
- Company understands its obligations pursuant to this Type Approval Agreement in order to achieve and maintain the type approval and warrants that it shall comply with the provisions of Regulation (EU) 2018/858[1]
- Particularly, but not only, following provisions regarding obligations of manufacturers and their relationship to Type Approval Authority and Technical Service shall be considered:
    - Article 13: Manufacturers shall ensure that the vehicles, systems, components and separate technical units that they have manufactured and that are placed on the market have been manufactured and approved in accordance with the requirements laid down in this Regulation, and in particular, those in Article 5 of Regulation (EU) 2018/858
    - Article 13: Manufacturers shall be responsible to the approval authority for all aspects of the approval procedure and for ensuring conformity of production
    - Article 13: For the purposes of EU type-approval of vehicles, systems, components and separate technical units, a manufacturer established outside the Union shall appoint a single representative established within the Union to represent the manufacturer before the approval authority. That manufacturer shall also appoint a single representative established within the Union for the purposes of market surveillance, who may be the same as the representative appointed for the purposes of EU type-approval
    - Article 63: The manufacturer may charge reasonable and proportionate fees for access to vehicle repair and maintenance information other than the records referred to in Article 61(10). Those fees shall not discourage access to such information by failing to take into account the extent to which the independent operator uses it. Access to vehicle repair and maintenance information shall be offered free of charge to national authorities, the Commission and technical services
    - Annex III, Appendix 1, 1.2: … Before performing or supervising any test in the manufacturer's facilities or in the facilities of a third party, the technical service shall verify that the tests facilities and measurement devices comply with the appropriate requirements of Standard EN ISO/IEC 17025:2005
- Company will record, investigate and address as well as archive all complaints and claims concerning the type approved product, and submit these complaints to TAGMBH, and take appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for Type Approval; document the actions taken; this requirement of recording extends to the entire validity period of the product type approval
- After expiry of the product Type Approval, the records must be kept for at least ten years. Appropriate measures must be taken and documented
- inform TAGMBH, without unreasonable delay, of changes that may affect the product's ability to conform with the Type Approval requirements, e.g.:
    - the legal, commercial, organizational status or ownership
    - organization and management (e.g. key management, decision-making or technical staff)
    - modifications to the product or the production method
    - contact address and production sites
    - major changes to the quality management system.
- authorize TAGMBH to disclose information that has become public due to legal or regulatory reporting requirements in relation to the type approval authority
- allow TAGMBH and related Type Approval Authorities access to their premises in line with the provisions of regulation (EU) 2018/858
- carry out immediate remedy of safety defects on type approved products which subsequently become apparent. In any case, the Company shall stop placing these products on the market and immediately inform TAGMBH and the respective Approval Authority.

[1] In case of vehicle classes or components not falling into the scope of regulation (EU) 2018/858 the provisions of regulation (EU) 167/2013 or regulation (EU) 168/2013 will apply accordingly, whatever is applicable

TAGMBH OBLIGATIONS

- Obligation to provide information when third parties are included in the activities
- Storage obligation of records and reports
- Compliance with reporting obligations to relevant authorities in accordance with applicable laws and requirements
- If required, disclosure of information from the Company to the related authorities
- TAGMBH agrees to perform type approval services with due care, and maintain impartiality during the service provision.
- TAGMBH does not guarantee or warrant that third parties will accept or recognize the results obtained by TAGMBH

ROLE OF APPROVAL AUTHORITY

The Company acknowledges that TAGMBH acts as a Technical Service within the meaning of applicable EU type approval legislation.

All decisions regarding the granting, refusal, extension, limitation or withdrawal of type approvals are made solely by the competent approval authority and remain outside the control and responsibility of TAGMBH.

LIABILITY

The liability of TAGMBH is excluded in case of slightly negligently caused property or financial damages. The liability of TAGMBH shall in cases of simple gross negligence for property damages be limited to EUR 7,500,000.00 and for pure financial damages to EUR 3,000,000.00. This exclusion shall not apply to property or financial damages which TAGMBH has brought about intentionally or with severe gross negligence.
The exclusion of liability and the liability limitation shall not apply to personal injuries.
In all cases liability of TAGMBH shall, moreover, with the exception of injury to life, limb and health, be limited to damages typical of this type of agreement and foreseeable for TAGMBH on completion of the agreement or on breach of duty being committed.
Liability for consequential damages, in particular for missed profits, lack of savings, loss of earnings, other pecuniary damages, loss of interest etc. shall be expressly waived. Any liability that may nevertheless apply at law, shall be subject to the limitations set forth above.

CONFIDENTIALITY

Without written authorization from the Company, TAGMBH will not voluntarily disclose to third parties confidential and proprietary information obtained or created during the performance of certification activities. This obligation shall not apply to information which is already publicly available, or acquired from other sources without confidentiality restrictions, or is required to be disclosed by TAGMBH to Authorities. The Principal shall consent to TAGMBH making copies for the records of TAGMBH of written documents, drawings and plans etc. which are left with TAGMBH for its perusal and which are necessary for the completion of the agreement.

MISCELLANEOUS

No Assignment. Without the prior written consent of TAGMBH, the rights and duties running to the Company resulting from this Type Approval Agreement may not be assigned to third parties.
COPYRIGHT. All copyrights to the test and test reports, certificates, expert opinions, calculations and other results documented, provided by TAGMBH, remain by TAGMBH. The transfer, application and / or publication of the service beyond the contractually purpose requires the prior written agreement of TAGMBH. In the case of the transfer, application and / or publication of the service, the Company is

responsible for compliance with the legal regulations. The Company shall indemnify TAGMBH to the extent that any third-party claims are infringed.

Validity Term. This Type Approval Agreement shall remain in effect for the lifetime of the type approvals resulting from it. Company remains in charge of all applicable obligations concerning type approval authorities and related legislation.

Place of jurisdiction and applicable law. This agreement shall be governed by and construed in accordance with the laws of Austria., excluding its conflict of law rules. Mandatory provisions of applicable European Union law, in particular Regulation (EU) 2018/858 and other relevant EU type approval legislation, shall remain unaffected. Any disputes arising out of or in connection with this agreement shall be exclusively submitted to the competent court of Vienna, Austria.

This Agreement is accepted and duly executed by:

TÜV AUSTRIA (SHANGHAI) CO., LTD	
By	
Place, Date	
Company seal and legally binding signature – Signature	
Print Name	
Title	

Company：	
By	
Place, Date	
Company seal and legally binding signature – Signature	
Print Name	
Title	