



# Professional Testing & Consulting Ltd.

## APPLICATION FOR TOY TESTING SERVICE

For Laboratory Use Only	
Application Ref.:	
Sample Receipt Date:	

### Applicant Information

Company Name:	
Company Address:	
Contact Person:	Tel. No.: (    )
E-Mail:	Fax. No.: (    )
Please state if the company name and address shown on the test report <u>are different</u> :	
Company Name:	Address:
Please state if the company name and address shown on the invoice <u>are different</u> :	
Company Name:	Address:

### Sample (The provided information will be shown on the test report)

Sample Description:	
Style/ Item No.:	P.O.:
Country Of Origin:	Country Of Destination:
Supplier/ Manufacturer:	Labeled Age Grading (for Toys):
Buyer:	

### Test(s) Requested (Please state test methods if applicable)

<input type="checkbox"/> EN 71	<input type="checkbox"/> ASTM F963	<input type="checkbox"/> AS/NZS ISO 8124
<input type="checkbox"/> Canadian Hazardous Products Reg.	<input type="checkbox"/> EN 62115	<input type="checkbox"/> EMC
<input type="checkbox"/> RoHS	<input type="checkbox"/> Azo Dye (2002/61/EC)	<input type="checkbox"/> Phthalate Content (2005/84/EC)
<input type="checkbox"/> Others, please specify: _____		

### Quotation Service

Quotation Required?	<input type="checkbox"/> Yes <input type="checkbox"/> No, please proceed testing directly
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### Service Requested

<input type="checkbox"/> Regular <input type="checkbox"/> Express <input type="checkbox"/> Double Express
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### Report Delivery (This section is needed to be filled only if the report is required to be delivered to Mainland China or other regions outside HK)

<input type="checkbox"/> By Mail, no additional charge <input type="checkbox"/> By Courier (Express), additional charge (HKD/RMB 30.00 – 50.00) is required
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## Professional Testing & Consulting Ltd.

Declaration

All the information provided above is true and correct. We accept and agree to abide by the terms and conditions listed on the back page of this application form.

Authorized Signature & Company Chop:

Date:

Name and Position:



## Professional Testing & Consulting Ltd.

### TERMS AND CONDITIONS OF BUSINESS

(1) All services provided by Professional Testing & Consulting Ltd. (hereinafter "the Company"), any of its affiliated companies or any of its agents or subcontractors shall be in accordance with and subject to the Terms and Conditions of Business herein contained (hereinafter the "Terms and Conditions"), unless the variation is expressed in writing and signed on behalf of the Company.

(2) The Company performs services for the person or body from whom the request to provide its services has originated (hereinafter the "Client"). No other party is entitled to give instructions to the Company, unless the Company receives prior written instructions from the Client and the Company agrees to these instructions.

Limitation of Liability:

(3.1) The Company is neither an insurer nor a guarantor and disclaims all liability in such capacity. Clients seeking a guarantee against loss or damage should obtain appropriate insurance.

(3.2) Test Reports are issued on the basis of information, documents and/ or samples provided by, or on behalf of, Client and solely for the benefit of Client who is responsible for acting as it sees fit on the basis of such Test Reports. Neither the Company nor any of its officers, employees, agents or subcontractors shall be liable to Client nor any third party for any actions taken or not taken on the basis of such Test Reports nor for any incorrect results arising from unclear, erroneous, incomplete, misleading or false information provided to the Company.

(3.3) The Company shall not be liable for any delayed, partial or total non-performance of the services arising directly or indirectly from any event outside the Company's control including failure by Client to comply with any of its obligations hereunder.

(3.4) 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 the amount of the fee paid in respect of the specific service which gives rise to such claim or HK\$5000 (or its equivalent in local currency), whichever is the lesser.

(3.5) The Company shall have no liability for any indirect or consequential loss (including loss of profits).

(3.6) In the event of any claim, Client must give written notice to the Company within 14 days of discovery of the facts alleged to justify such claim and, in any case, the Company shall be discharged from all liability for all claims for loss, damage or expense unless suit is brought within one month from: (i) the date of performance by the Company of the service which gives rise to the claim; or (ii) the date when the service should have been completed in the event of any alleged non-performance.

(4) Indemnification: Client shall guarantee, hold harmless and indemnify the Company and its officers, employees, agents or subcontractors against all claims (actual or threatened) by any third party for loss, damage or expense 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.

(5) All of or part of the test(s) and/ or the services requested by Client may be sub-contracted to other bodies in Hong Kong or other regions outside Hong Kong without prior notification to and without prior consent from Client.

Obligations of Client - The Client will:

(6.1) ensure that sufficient information, instructions and documents are given in due time (and, in event not later than 48 hours prior to the desired intervention) to enable the required services to be performed;

(6.2) procure all necessary access for the Company's representatives to the premises where the services are to be performed and take all necessary steps to eliminate or remedy any obstacles to, or interruptions in, the performance of the services;

(6.3) supply, if required, any special equipment and personnel necessary for the performance of the services;

(6.4) ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services and will not rely, in this respect, on the Company's advice whether required or not;

(6.5) inform Company in advance of any known hazards or dangers, actual or potential, associated with any order or samples or testing including, for example, presence or risk of radiation, toxic or noxious or explosive elements or materials, environmental pollution or poisons;

(6.6) fully exercise all its rights and discharge all its liabilities under any relevant sales or other contract with a third party and at law.

General

(7.1) Unless otherwise agreed in writing, all offers or services provided by Professional Testing & Consulting Ltd. ("the Company") or any of its affiliated companies or any of its agents or subcontractors (each a "Company") and all resulting contractual relationship(s) or other arrangements shall be governed by these Terms and Conditions of Business.

(7.2) The Company may perform services for persons or entities (private, public or governmental) issuing instructions (the "Client").

(7.3) Unless the Company receives prior written instructions to be the contrary from Client, no other party is entitled to give instructions, particularly on the scope of the services or the delivery of reports or Certificates resulting therefrom (the "Test Report"). Client hereby irrevocably authorizes the Company to deliver Test Reports to a third party where so instructed by Client or, at its discretion, where it implicitly follows from circumstances, trade custom, usage or practice.

Provision of Services

(8.1) The Company will provide services using reasonable care and skill and in accordance with Client's specific instructions as confirmed by the Company or, in the absence of such instructions: (1) the terms of any standard order form or standard specification sheet of the Company; and/ or (2) any relevant trade custom, usage or practice; and/ or (3) such methods as the Company shall consider appropriate on technical, operational and/ or financial grounds.

(8.2) Test Reports issued further to the testing of samples contain the Company's opinion on those samples only and do not express any opinion upon the lot from which the samples were drawn.

(8.3) Should Client request that the Company witness any third party intervention, 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. Client agrees that the Company is not responsible for the



## Professional Testing & Consulting Ltd.

condition or calibration of apparatus, instruments and measuring devices used, the analysis methods applied, the qualifications, actions or omissions of third party personnel or the analysis results.

(8.4) Test Reports 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 (8.1). 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.

(8.5) The Company may delegate the performance of all or part of the services to an agent or subcontractor and Client authorises Company to disclose all information necessary for such performance to the agent or subcontractor.

(8.6) Should Company receive documents reflecting engagements contracted between Client and third parties or third party documents, such as copies of sale contracts, letters of credit, bills of lading, etc, they 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.

(8.7) Client acknowledges that the Company, by providing the services, neither takes the place of Client or any third party, nor releases them from any of their obligations, nor otherwise assumes, abridges, abrogates or undertakes to discharge any duty of Client to any third party or that of any third party to Client.

(8.8) All samples shall be retained for a maximum of 7 days or such other shorter time period as the nature of the sample permits and then returned to Client or otherwise disposed of at the Company's discretion after which time Company shall cease to have any responsibility for such samples. Storage of samples for more than 7 days shall incur a storage charge payable by Client. Client will be billed a handling and freight fee if samples are returned. Special disposal charges will be billed to Client if incurred.

(8.9) For the test methods requested by the Client, the Company may employ another different test methods to derive the test results (which the Client expects to get by using the original requested test methods). Besides, the materials from submitted samples may be tested in a mixed condition instead of tested individually. These will be carried out without prior notification to and without prior consent from Client.

**Fees and Payment (9.1)** Fees not established between the Company and Client at the time the order is placed or a contract is negotiated shall be at the Company's standard rates (which are subject to change) and all applicable taxes shall be payable by Client.

(9.2) Unless agreed by the Company, the Client shall pay all the fees for the services requested before the Company starts to perform any of the test(s) requested.

(9.3) Unless a shorter period is established in the invoice, Client will promptly pay not later than 14 days from the relevant invoice date or within such other period as may be established by the Company in the invoice (the "Due Date") all fees due to the Company failing which interest will become due at a rate of 5% per month (or such other rate as may be established in the invoice) from the Due Date up to and including the date payment is actually received.

(9.4) Client shall not be entitled to retain or defer payment of any sums due to the Company on account of any dispute, counter claim or set off which it may allege against the Company.

(9.5) In the event any unforeseen problems or expenses arise in the course of carrying out the services the Company shall endeavour to inform Client and shall be entitled to charge additional fees to cover extra time and cost necessarily incurred to complete the services.

(9.6) If the Company is unable to perform all or part of the services for any cause whatsoever outside the Company's control including failure by Client to comply with any of its obligations provided for in clause (6) above the Company shall nevertheless be entitled to payment of: (i) the amount of all non-refundable expenses incurred by the Company; and (ii) a proportion of the agreed fee equal to the proportion of the services actually carried out.