



SGS-CSTC Standards Technical Services Co. Ltd. GuangZhou Branch Testing Center SD Hardgoods lab 通标标准技术服务有限公司广州检测中心顺德轻工产品实验室
Add: FRIST FLOOR, BUILDING 1 OF EUROPEAN INDUSTRIAL PARK, NO. 1 SHUNHENAN ROAD, WUSHA SECTION, DALIANG TOWN, SHUNDE OF FOSHAN, GUANGDONG PROVINCE, CHINA
地址: 中国广东省佛山市顺德区科技工业园 A 区顺和南路 1 号欧洲工业园一号厂房首层
Tel (电话): 86-757-22805888 Fax (传真): 86-757-22805858 Post code (邮编): 528333

SUNDRIES / HARDLINE TESTING APPLICATION FORM

轻工产品测试申请表

(请用中文和英文填写此表内容; * 为选填项目;一份申请表对应一份英语报告;每份物理中文报告翻译费为¥500, 每份化学中文报告翻译费为¥200; 报告完成后若因客户误填、漏填相关信息而需要修改报告, 每份报告费用¥200;请在测试前付款)

Application Company (English):			
报告抬头公司(中文):			
Address (English):			
公司地址(中文):			
E-mail 地址:			
Contact Person (联系人):	Mobile (手机):	Tel (电话):	Fax (传真):

*此栏为选填项目, 如果付款方与上述公司不同, 请填写以下栏目。			
Payer 付款公司(中文):			
Address 付款公司地址(中文):			
若以个人名义汇款, 发票抬头公司(中文):			
Contact Person (联系人):	Mobile (手机):	Tel (电话):	Fax (传真):

Sample Description (产品名称):	
* 以下栏为选填项目, 如需出现在报告上的信息请填写 Client Reference:	
Style / Item No.(型号/货号):	P.O. / Ref No. (定单号):
Buyer (购买商):	Country of Destination (目的国):
Manufacture (生产厂家):	Supplier (供应商):

Test requested: please fill in test standard(s)/method(s) or item(s). (测试要求: 请按您所需填写测试标准/方法, 项目)	
请务必提供不少于指定数量, 重量(或表面积)的样品, 避免因样品不足补样而造成的时间损失。	
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

Service Level (服务类型): (上午 11: 00 后接受的申请计半个工作天, 下午 3: 00 以后接受的申请, 由第二天开始计算工作天, 星期六、日及节假日不计入工作日内,部分测试项目不提供加急服务。)	
<input type="checkbox"/> Regular 标准服务 <input type="checkbox"/> Express (40% surcharge) 加快服务 (加收 40%的附加费) <input type="checkbox"/> Double Express (100% surcharge) 特快服务 (加收 100%的附加费) <input type="checkbox"/> Emergency Services (150% surcharge) 紧急服务 (加收 150%的附加费)	

Samples Return (样品退回): (not for chemical test 此项不适用化学测试, 如不选择, 视为不退)	
<input type="checkbox"/> Yes 退回至 <input type="checkbox"/> Application Company 报告抬头公司 <input type="checkbox"/> Payer 付款公司 <input type="checkbox"/> Others 其他_____	
<input type="checkbox"/> Freight Collect 到付, SGS 签约快递公司 <input type="checkbox"/> Applicant Appointed Express Agent 客户指定取件公司, 请自行到我司取件	
<input type="checkbox"/> Yes (self pick up. destroyed after storage for 30days 自取,样品最长保存期为 30 天, 逾期销毁)	
<input type="checkbox"/> No (destroyed after storage for 30days 不退,样品最长保存期为 30 天, 逾期销毁)	

Report Pick Up (取报告方式) : <input type="checkbox"/> Self-pick up (自取) <input type="checkbox"/> Express 快件(<input type="checkbox"/> Pre-Pay 预收费用 <input type="checkbox"/> Freight Collect 到付)	
邮寄报告和发票的地址/收件人/电话: <input type="checkbox"/> Application Company 报告抬头公司 <input type="checkbox"/> Payer 付款公司 <input type="checkbox"/> Others 其他_____	

<input type="checkbox"/> We do not accept subcontracting of test to qualified subcontractor of SGS-CSTC. 本公司不接受把样品交予其他具资格的分包公司作检测。	
<input type="checkbox"/> 以上申请是否涉及法律纠纷, 如果有, 请说明:	

Authorized signature & chop (申请公司签名及印章) _____ Date (日期): _____	以下信息由 SGS SD HG Lab 人员填写: C/S 签名: _____ Recd Date: _____ Est Deadline: _____ Sample Amount : _____ Carton(s) _____ Piece(s) _____ Test Price: _____ Sales: _____
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All orders are accepted and all reports and certificates issued subject to the General Conditions for Inspection and Testing Services (copy available upon request)

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1. General

(a) Unless otherwise agreed in writing or except where they are at variance with (i) the regulations governing services performed on behalf of governments, government bodies or any other public entity or (ii) the mandatory provisions of local law, all offers or services and all resulting contractual relationship(s) between any of the affiliated companies of SGS SA or any of their agents (each a "Company") and Client (the "Contractual Relationship(s)") shall be governed by these general conditions of service (hereinafter the "General Conditions").

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

(c) Unless the Company receives prior written instructions to 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 "Reports of Findings"). Client hereby irrevocably authorises the Company to deliver Reports of Findings to a third party where so instructed by Client or, at its discretion, where it implicitly follows from circumstances, trade custom, usage or practice.

2. Provision of Services

(a) 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.

(b) Information stated in Reports of Findings is derived from the results of inspection or testing procedures carried out in accordance with the instructions of Client, and/or our assessment of such results on the basis of any technical standards, trade custom or practice, or other circumstances which should in our professional opinion be taken into account.

(c) Reports of Findings 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.

(d) 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 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.

(e) 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(a). 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.

(f) 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.

(g) 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.

(h) 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.

(i) All samples shall be retained for a maximum of 3 months 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 3 months 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.

3. Obligations of Client

The Client will:

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

(b) 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;

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

(d) 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;

(e) 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;

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

4. Fees and Payment

(a) 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.

(b) Unless a shorter period is established in the invoice, Client will promptly pay 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") all fees due to the Company failing which interest will become due at a rate of 1.5% 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.

(c) 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.

(d) Company may elect to bring action for the collection of unpaid fees in any court having competent jurisdiction.

(e) Client shall pay all of the Company's collection costs, including attorney's fees and related costs.

(f) 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.

(g) 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 3 above the Company shall nevertheless be entitled to payment 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

The Company shall be entitled to immediately and without liability either suspend or terminate provision of the services in the event of:

(a) failure by the Client to comply with any of its obligations hereunder and such failure is not remedied within 10 days that notice of such failure has been notified to Client; or

(b) any suspension of payment, arrangement with creditors, bankruptcy, insolvency, receivership or cessation of business by Client.

6. Liability and Indemnification

(a) Limitation of Liability:

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.
2. Reports of Findings 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 Reports of Findings. 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 Reports of Findings nor for any incorrect results arising from unclear, erroneous, incomplete, misleading or false information provided to the Company.
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.
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 or US\$20,000 (or its equivalent in local currency), whichever is the lesser.
5. The Company shall have no liability for any indirect or consequential loss including without limitation loss of profits, loss of business, loss of opportunity, loss of goodwill and cost of product recall. It shall further have no liability for any loss, damage or expenses arising from the claims of any third party (including, without limitation, product liability claims) that may be incurred by the Client.
6. In the event of any claim, Client must give written notice to the Company within 30 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 year 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.

(b) 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.

7. Miscellaneous

(a) If any one or more provisions of these General Conditions are found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

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Member of the SGS Group (Société Générale Surveillance)



GENERAL CONDITIONS OF SERVICES

(b) During the course of providing the services and for a period of one year thereafter Client shall not directly or indirectly entice, encourage or make any offer to Company's employees to leave their employment with the Company.

(c) Use of the Company's corporate name or registered marks for advertising purposes is not permitted without the Company's prior written authorisation.

8. Governing Law, Jurisdiction and Dispute Resolution

Unless specifically agreed otherwise, all disputes arising out or in connection with Contractual Relationship(s) hereunder shall be governed by the substantive laws of Switzerland exclusive of any rules with respect to conflicts of laws and be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules. The arbitration shall take place in Paris (France) and be conducted in the English language.