



玩具产品测试申请表 TOY TESTING APPLICATION

Applicant 申请公司名称:		
Address 地址:	Tel 电话:	Fax 传真:
Contact person 联络人:	E-mail 电邮:	
If payer and report delivery address different from the applicant, please specify below. 如付款方和报告寄送地址不同于申请公司,请填写下表:		
Payer Company 付款公司:		
Address 地址:	Tel 电话:	Fax 传真:
Contact Person 联络人:	E-mail 电邮:	
Report deliver to Company 报告送达公司:		
Address 地址:	Tel 电话:	Fax 传真:
Contact Person 联络人:	E-mail 电邮:	

Please test the sample identified as follows 请按照以下指定的样品进行有关测试项目:

Product Description 产品描述:	Buyer 买家:
Style / Item No. 款号/货号:	Manufacturer 制造商:
P.O. / Ref. No. 订单号码/参考编号:	Supplier 供应商:
Country of Origin 原产地:	Country of Destination 目的地:
Request Age Grading 要求测试年龄:	

Test Required: Please click appropriate box (es) 所需测试项目(请选择适当的空格)

<p>US CPSC Regulations</p> <p><input type="checkbox"/> Physical & Mechanical Tests 物理及机械测试</p> <p><input type="checkbox"/> Flammability Test 易燃性测试</p> <p><input type="checkbox"/> Lead Content in Paint 油漆含铅量测试</p> <p>US ASTM F963</p> <p><input type="checkbox"/> Physical & Mechanical Tests 物理及机械测试</p> <p><input type="checkbox"/> Battery Operated Toys Tests 电子玩具测试</p> <p><input type="checkbox"/> Flammability Test 易燃性测试</p> <p><input type="checkbox"/> Paint / Surface Coating Material Toxicity 重金属含量测试</p> <p><input type="checkbox"/> Stuffed Material Cleanliness 填充料清洁度</p> <p><input type="checkbox"/> Pennsylvania Regulation 宾夕凡尼亚州条例</p> <p><input type="checkbox"/> FCC Verification <input type="checkbox"/> FCC Certification <input type="checkbox"/> FCC Doc</p> <p><input type="checkbox"/> Microbiological Test for Liquid in Toy 玩具内液体的微生物测试</p> <p><input type="checkbox"/> USP51 <input type="checkbox"/> USP61</p> <p>HR4040 <input type="checkbox"/> Lead content <input type="checkbox"/> Phthalates</p> <p>ISO8124 International Standards</p> <p><input type="checkbox"/> Part 1 - Physical & Mechanical Tests 物理及机械测试</p> <p><input type="checkbox"/> Part 2 - Flammability test 易燃性测试</p> <p><input type="checkbox"/> Part 3 - Migration of Certain Elements 可溶性元素测试</p> <p><input type="checkbox"/> Battery Operated Toys Tests 电子玩具测试</p> <p>Canadian Hazardous Products (Toys) Regulations</p> <p><input type="checkbox"/> Physical & Mechanical Tests 物理及机械测试</p> <p><input type="checkbox"/> Flammability Test 易燃性测试</p> <p><input type="checkbox"/> Paint Toxicity 油漆重金属测试</p> <p>GB6675 China Standards</p> <p><input type="checkbox"/> Physical & Mechanical Tests 物理及机械测试</p> <p><input type="checkbox"/> Flammability test 易燃性测试</p> <p><input type="checkbox"/> Migration of Certain Elements 可溶性元素测试</p> <p>ST-2002 Japan Standards</p> <p><input type="checkbox"/> Part 1 - Physical & Mechanical Tests 物理及机械测试</p> <p><input type="checkbox"/> Part 2 - Flammability test 易燃性测试</p> <p><input type="checkbox"/> Part 3 - Chemical Properties 化学性能测试</p>	<p>EN-71 / BSEN 71 <input type="checkbox"/> UK Notified Body Report 英国认证机构报告</p> <p><input type="checkbox"/> French Notified Body Report 法国认证机构报告</p> <p><input type="checkbox"/> Part 1 - Physical & Mechanical Tests 物理及机械测试</p> <p><input type="checkbox"/> Part 2 - Flammability Test 易燃性测试</p> <p><input type="checkbox"/> Part 3 - Toxic Element test (Material & Paint list is preferred) 可溶性元素测试</p> <p><input type="checkbox"/> Part 4 - Experimental sets for chemistry and related activities 化学实验用具</p> <p><input type="checkbox"/> Part 5 - Chemical toys (sets) other than experimental sets 非实验用化学用具</p> <p><input type="checkbox"/> Part 6 - Graphical Symbols for age warning labeling 年龄报告标签图像</p> <p><input type="checkbox"/> Part 7 - Finger paints 手指画涂料</p> <p><input type="checkbox"/> Part 8 - Playground Equipment</p> <p><input type="checkbox"/> Part 9 - Organic Chemical compounds 有机化学化合物测试</p> <p><input type="checkbox"/> EN62115 电子玩具测试 <input type="checkbox"/> IEC 62115</p> <p><input type="checkbox"/> IEC60825-1 (for LED) 发光二极管测试</p> <p><input type="checkbox"/> EMC 电磁兼容测试 <input type="checkbox"/> R&TTE 无线电及通讯终端指令测试</p> <p>Australia Standards</p> <p><input type="checkbox"/> AS/NZS ISO 8124:1 Physical and Mechanical 物理及机械测试</p> <p><input type="checkbox"/> AS/NZS ISO 8124:1 Battery Operated Toys 电动玩具</p> <p><input type="checkbox"/> AS/NZS ISO 8124:2 Flammability 易燃性测试</p> <p><input type="checkbox"/> AS/NZS ISO 8124:3 Migration of certain elements 可溶性元素测试</p> <p><input type="checkbox"/> EMC (C-tick) 电磁兼容测试</p> <p>Other Tests</p> <p>Reach Directive <input type="checkbox"/> Phthalates Content 邻苯二甲酸盐含量</p> <p><input type="checkbox"/> Azo Dye 偶氮染料测试</p> <p><input type="checkbox"/> Cadmium 镉含量</p> <p><input type="checkbox"/> Nickel Release 镍释放量 <input type="checkbox"/> EN1811 <input type="checkbox"/> EN12472</p> <p><input type="checkbox"/> US, Please Specify Destination States 请说明目的州</p> <p><input type="checkbox"/> RoHS 2002/95/EC 电子电机设备有害物质限制指令 <input type="checkbox"/> XRF Screening <input type="checkbox"/> Chemical Digestion</p> <p><input type="checkbox"/> Toxics in Packaging Materials 包装材料有毒元素测试 <input type="checkbox"/> EU <input type="checkbox"/> US</p> <p><input type="checkbox"/> BS7272</p> <p><input type="checkbox"/> Food Grade Plastic 食物级塑料 <input type="checkbox"/> FDA <input type="checkbox"/> 2002/72/EC</p> <p><input type="checkbox"/> Battery (2006/66/EC) 电池中重金属含量测试</p> <p><input type="checkbox"/> Color Fastness, Please specify: 色牢度, 请说明 _____</p> <p><input type="checkbox"/> Others, Please specify 其它, 请说明 _____</p>
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Request quotation 要求报价: Yes 要 / No 不要 (If not tick, it will be regarded as YES) (不选择此项者,将被当作需要)

Service Required 所需测试:

Regular Service 标准服务

Express Service 加快服务(40% surcharge 另加 40%附加费)

Double Express Service 特快服务(100% surcharge 另加 100%附加费)

Emergency Service 紧急服务(150% surcharge 另加 150%附加费)

Photo Required 照片: Yes 是

Sample Returned 退回样品: Yes 是 (客户自行承担快递费用)

Please Signify Your Acceptance by Authorized Signature & Company chop:

请签署确认核实及公司盖印 _____ Date 日期: _____

SGS-CSTC Standards Technical Services Co., Ltd. 2,4,5/F, Oastar Building, Zhongkang Road, Shangmeilin, Shenzhen, China 518049 t (86-755)25328888 f (86-755)83106190 www.cn.sgs.com
 Shenzhen Branch-Toys Laboratory. 中国·深圳·上海林中康路奥士达大厦 2, 4, 5 层 邮编: 518049 t (86-755)25328888 f (86-755)83106190 e sgs.china@sgs.com

All orders are accepted and all reports and certificates issued subject to the General Conditions of Services (copy available upon request)
 Member of the SGS Group (SGS SA)

1. 总则

(a) 除非另有书面协议, 或(i)和代表政府、政府团体或任何其它公众实体履行 服务的法规不一致, 或(ii)和当地法律的强制规定不一致, SGS 或任何 SGS 的关联公司或任何它们的代理(单称“公司”)作的所有报 价或服务, 以及所有产生的合同或其它约定, 都受本服务通用条款(以下称为“通用条款”)约束。

(b) 本公司可为发出指令的人或实体(私人、公众或政府, 以下称为“客户”)提供服务。

(c) 除非本公司事先收到客户相反的书面指令, 任何其它方都无权做出 指令, 特别是关于服务范围或提交做出的报告或证书(“结果报告”)方面的指令。无论是经 客户指示或是依照环境、贸易惯例、作法或实践做出判断, 客户在此不可撤销地授权本公司提交“结果报告”给第三方。

2. 提供服务

(a) 本公司根据经本公司确认的委托人的具体指令, 以合理的审慎和技能 提供服务。若无此指令, 则根据:

- (1) 本公司的任何标准委托单或标准规格单中的条款; 和/或
- (2) 任何有关的贸易惯例、作法或实践; 和/或
- (3) 本公司认为在技术、操作和 / 或财务方面适当的方法。

(b) 对样品检测后出具的结果报告仅仅反映本公司对该样品的评价, 不反映 对被抽取样品的一批货物的评价。

(c) 如客户要求本公司见证任何第三方的工作, 客户同意, 本公司的唯一责任是在第三方工作时出现在现场并传递该结果或证实其工作中发生的事情。客户同意, 本公司对第三方使用的设备、仪器和测量器具的状况和校准、所用的分析方法、第三方人员的资格、行为或疏漏, 以及分析结果均不负责。

(d) 本公司出具的结果报告只反映在工作当时所记录的事实, 而且限于所收到指令的范围内, 若无指令时, 则限于所用的本条款 2(a) 中给出的可选择参照的范围。本公司没有责任涉及或报告所收到的专门指令或所用的可选择参照范围以外的事实或情况。

(e) 本公司可委派代理或分包商承担全部或部分服务, 客户授权本公司向代理或分包商提供其所承担服务的全部必要的信息。

(f) 公司如收到涉及客户和第三方签订的契约文件或第三方的文件, 如销售合同、信用证、提单等, 这些文件仅供参考用, 而不扩展或限制经本公司接受的服务范围或职责。

(g) 客户确认, 本公司在提供服务时既不取代客户或任何第三方的位置, 也不免除它们应负的任何职责, 此外也不承担、不削减、不免除、不承诺解除客户对任何第三方或任何第三方对客户任何责任。

(h) 所有样品的保留期最长为 3 个月或样品性质允许的更短期限, 到期后样品退给客户或由本公司自行处理, 此后本公司终止对该样品的任何责任。样品存储期超出 3 个月所产生的存储费由客户支付。如样品退给客户, 由客户支付退运费用。如产生样品的特殊处理费用, 由客户支付。

3. 客户的责任

客户要:

(a) 保证及时提供足够的信息、指令和文件(任何情况下不得晚于所要求的工作前 48 小时), 以便所要求的服务得以实施;

(b) 本公司的代表取得到达工作地点的所有必要的通行权, 并采取一切必要的措施, 消除或纠正服务实施中遇到的任何障碍或干扰;

(c) 如有要求, 根据服务实施的需要提供任何特殊设备和人员;

(d) 论本公司通知要求与否, 要采取一切必要的措施, 确保实施服务时的工作环境、场所和装置的平安和安全;

(e) 对任何委托、样品或实验中包含的任何已知的实际或潜在危险或危害, 如放射性、有毒、有害或爆炸元素或物质、环境污染或中毒的存在 和危险, 要事先通知本公司;

(f) 照和第三方的任何有关销售合同或其它合同及法律, 全面行使全部权利和清偿全部债务。

4. 收费和支付

(a) 在本公司接受客户委托或合同磋商时未确定收费额的, 应依照本公司的标准费率(有可能调整), 并且全部应交税款由客户支付。

(b) 除发票上确定了更短期限外, 客户应不晚于相关发票日期起 30 天, 或本公司在发票上确定的期限(到期日)支付全部应付给本公司的费用。如未按时付款, 则要按 1.5% 的月息(或在发票上确定的其它利率)支付自到期日起至(包括)实际收到付款日的利息。

(c) 客户无权因声称对本公司的任何争端、反诉或抵销, 而留置或延迟支付应付给本公司

的任何款项。

(d) 本公司可决定向任何有管辖权的法院就收取未付款提出诉讼。

(e) 客户应支付本公司全部的收账费用, 包括律师费和有关开支。

(f) 一旦在实施服务过程中出现任何不可预见的问题和费用, 本公司要尽力 通知客户并有权收取附加费, 以弥补完成该服务必需的额外时间和开支。

(g) 如果因任何超出本公司控制的原因, 包括客户失于履行它在上述第 3 条 中的任何责任, 本公司不能履行全部和部分服务时, 本公司依然有权收取:

- (1) 本公司发生的所有不可偿还费用的总计; 和
- (2) 按比例支付的等于实际上已实施的服务部分的约定费用。

5. 服务的暂停和终止

如出现以下情况, 本公司有权立即且不承担任何责任地暂停或终止提供服务:

- (a) 客户失于履行任何它应尽的职责, 而且在通知其过失后 10 天内客户 不作补救; 或
- (b) 客户的任何暂停付款、与债权人做出安排、破产、无力偿付、破产管理或停业。

6. 责任和赔偿**(a) 责任范围**

(1) 公司既不是保险商也不是担保人, 不承担这方面的任何责任。客户寻求保证不损失或不损害, 应该适当投保。

(2) 结果报告的出具是以客户或其代表客户提供的信息、文件和/或样品 为基础, 并且仅仅是为了客户的利益, 而且该客户应当对其在结果报告 基础上所采取的其认为合适的行为负责。对任何根据该结果报告已采取 或没采取的行动, 对因提供给本公司不清楚、不正确、不完全、误导或虚假 信息导致的任何不正确结果, 无论本公司还是公司的任何官员、雇员、代理或分包商都不应为此对客户或任何第三方承担责任。

(3) 对因任何超出本公司控制的原因, 包括客户失于履行它的任何责任而 直接或间接导致的任何延期、部分或全部服务不能实施, 本公司不承担责任。

(4) 本公司对任何性质和不管如何产生的损失、损害或费用的任何赔偿 责任, 在任何情况下都不超过付给发生索 赔的该项具体服务的费用总额的十 倍或二万美元(或 等值本国货币)这两个金额中较少的一个。

(5) 本公司对任何间接或结果产生的损失(包括利 损失) 不承担责任。

(6) 如有任何索赔, 客户必须在发现所谓证明索赔的事实起 30 天内书面 通知本公司, 并且除非在自下述之日起的一年内提起诉讼, 本公司在任何 情况下都被免除对 损失、损害或费用的所有索赔的全部责任:

- (1) 发生索赔的服务被本公司实施的日期; 或
- (2) 任何声称未实施的服务应完成的日期。

(b) 赔偿: 客户应保证、不伤害并赔偿本公司及其官员、雇员、代理和分包商, 抵偿任何第三方提出的和与实施的、声称实施的、或未实施的任何服务 有关的, 无论是任何性质和无论如何发生的损失、损害或费用, 包括全部法律开支和有关费用的全部索赔(实际的或要发生的)。

7. 其它

(a) 如发现本通用条款中的某一条和几条违法或在任何方面不能执行, 这绝不 影响或削弱其他条款的有效性、合法性和执行力。

(b) 在提供的服务和其后的一年内, 客户不得直接或间接诱惑、怂恿或 提出聘用本公司雇员, 使其离开本公司的职位。

(c) 未经本公司事先书面授权, 不允许以广告宣传为目的使用本公司的名称和注册商 标。

8. 管辖法律、司法权和争端裁决

因提供服务产生的所有争端应按如下规定:

(a) 提供服务的公司和客户都是在同一个国家注册的, 则受该国法律管辖和 依照该国法律解释, 所有争端应提交给该国拥有管辖权的法院裁决。

(b) 一个美国公司给一个美国客户提供服务, 则受对服务有司法权的实体法的 管辖和解释, 但不包括任何冲突法, 而所有的争端应按美国仲裁委员会的商业仲裁法最终解决。除另有约定外, 仲裁应在纽约州纽约市, 且各方负担各自的费用。仲裁人应提供书面的 裁决, 并要详细列明其判决的根据和原理。

(c) 如本公司对客户提供服务不属于以上(a)和(b)的情况, 则都要受瑞士实体法的管辖, 但不包括任何冲突法, 而所有的争端应按国际商会的仲裁法, 由依据该法规定的一个 或多个仲裁员最终裁决。除另有约定外, 仲裁应在瑞士日内瓦, 使用英语进行。

9. 语言

以英文制订的本通用条款可以翻译成其它语言。如有异议, 则以英文版为准。



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General Conditions of Service

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 made or services provided by SGS Société Générale de Surveillance SA or any of its affiliated companies or any of their agents (each a "Company") and all resulting contracts or other arrangements 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) 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.

(c) 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.

(d) 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.

(e) 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.

(f) 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.

(g) 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.

(h) 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 loss of profits).

(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.

(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

All disputes arising from the provision of services hereunder shall, if:

(a) provided by the Company to a Client both having their registered offices in the same country, be governed by and construed in accordance with the laws of such country and all disputes shall be submitted to the jurisdiction of the competent courts of such country.

(b) provided by a U.S. Company to a U.S. Client, be governed by the substantive laws of the jurisdiction in which services are rendered exclusive of any rules with respect to conflicts of laws and all disputes shall be finally settled under the rules of commercial arbitration of the American Arbitration Association. Unless otherwise agreed, the arbitration shall take place in New York, New York with each party bearing its own costs. The arbitrators shall be required to provide a written opinion detailing the basis and rationale for their decision.

(c) in all cases which do not fall within the provisions of (a) or (b) above and provided by the Company to a Client, be governed by the substantive laws of Switzerland exclusive of any rules with respect to conflicts of laws and all disputes shall 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. Unless otherwise agreed, the arbitration shall take place in Geneva, Switzerland in English.

9. Languages

These General Conditions have been drafted in English and may be translated into other languages. In the event of any discrepancy, the English version shall prevail.

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All orders are accepted and all reports and certificates issued subject to the General Conditions of Services (copy available upon request)

Member of the SGS Group (SGS SA)

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