

TOY TESTING APPLICATION FORM 玩具測試申請表

For Office Use Only – Ver. 1.2 Jan 10
 STR (HK) Report No.: _____
 Result Ready Date: _____

Applicant (Company Name) 公司名稱: _____

Address 地址: _____

Contact Person 聯絡人: _____ **E-mail 電郵:** _____

Phone 電話: _____ **Fax 傳真:** _____

Company Name & Address shown on Test Report (if different from the above) 報告抬頭之公司名稱及地址 (若與上列不同):

Sample Description 樣品描述: _____ **No. of Sample Submitted 樣品數量:** _____

Style / Item No 樣品號碼: _____ **Age Grading for Testing 適合年齡測試:** _____

P.O. No. 採購訂單號碼: _____ **Country of Origin 原產地:** _____

Goods Exported to 產品運往: _____ **Buyer Name 買家:** _____

Supplier 供應商 / Vendor 賣家 / Manufacturer 製造商: _____

Return Sample(s) 退回樣品: No 不需要 Yes (pick up by client) 需要 (自行取回)

Test(s) Required 測試項目: (Please tick appropriate boxes 請在適當空格內/)

<p>US ASTM F963 美國材料試驗學會</p> <p><input type="checkbox"/> Physical & Mechanical Tests 物理及機械性測試</p> <p><input type="checkbox"/> Flammability Test (Solid/Fabric)* 易燃性測試 (固體//紡織)*</p> <p><input type="checkbox"/> Heavy Metals Test 重金屬含量測試 - Include 8 Soluble Heavy Metals & Total Lead Content</p> <p><input type="checkbox"/> Stuffing Cleanliness (AOAC / Pennsylvania)* 填充物料清潔程度</p> <p><input type="checkbox"/> USP 51 Antimicrobial Preservative Effectiveness 防腐劑效能測試</p> <p><input type="checkbox"/> USP 61 Microbial Limits Test 細菌含量測試</p> <p>US CPSC Regulations</p> <p><input type="checkbox"/> Physical & Mechanical Tests 物理及機械性測試 - 16 CFR1500.48-53, 1501, 1510, 1511</p> <p><input type="checkbox"/> Flammability Test (Solid/Fabric)* 易燃性測試 (固體//紡織)*</p> <p><input type="checkbox"/> 16 CFR 1303 Lead Content 含鉛量測試</p> <p><input type="checkbox"/> Lead Content in Cosmetics 化妝品含鉛量測試</p> <p><input type="checkbox"/> 16 CFR 1500.231 for Hazardous Chemical Test</p> <p><input type="checkbox"/> Total Lead in Surface Coating Per CPSIA / H.R. 4040</p> <p><input type="checkbox"/> Total Lead in Substrate Per CPSIA / H.R. 4040</p> <p><input type="checkbox"/> Total Phthalate Per CPSIA / H.R. 4040</p> <p>Canadian Hazardous Products (Toys) Reg. 加拿大玩具安全</p> <p><input type="checkbox"/> Physical & Mechanical Tests 物理及機械性測試</p> <p><input type="checkbox"/> Flammability Test 易燃性測試</p> <p><input type="checkbox"/> Toxic Elements Test 有毒元素測試</p> <p>Australia and New Zealand Standard 澳洲及新西蘭玩具安全</p> <p><input type="checkbox"/> AS / NZS ISO 8124 Part 1 – Mechanical & Physical Properties</p> <p><input type="checkbox"/> AS / NZS ISO 8124 Part 2 – Flammability</p> <p><input type="checkbox"/> AS / NZS ISO 8124 Part 3 – Migration of Certain Elements</p> <p><input type="checkbox"/> AS / NZS 62115 Electric Toys Safety</p> <p><i>* Please delete which is inappropriate.</i></p> <p>Others (Please specify) 其他 (請註明): _____</p>	<p>European Standard 歐洲安全標準</p> <p><input type="checkbox"/> EN 71 Part 1 – Mechanical and Physical Properties</p> <p><input type="checkbox"/> EN 71 Part 2 – Flammability</p> <p><input type="checkbox"/> EN 71 Part 3 – Migration of Certain Elements</p> <p><input type="checkbox"/> EN 71 Part 6 – Graphical Symbol for Age Warning Labeling</p> <p><input type="checkbox"/> EN 71 Part 8 – Swings, Slides and Activity Toy for Domestic Use</p> <p><input type="checkbox"/> EN 71 Part 9 – Organic Chemical Compounds in Toys</p> <p><input type="checkbox"/> Cadmium Content (Annex XVII of REACH) 含鎘量測試</p> <p><input type="checkbox"/> Packaging Directive 94/62/EC 包裝測試</p> <p><input type="checkbox"/> Azo Dyes (Annex XVII of REACH) 偶氮染料測試</p> <p>Pls state fiber composition: _____</p> <p><input type="checkbox"/> EN 62115 Electric Toys Safety 電動玩具測試</p> <p><input type="checkbox"/> EN 60825-1 LED Specification</p> <p><input type="checkbox"/> EMC 電力驅動玩具的電磁兼容性測試</p> <p><input type="checkbox"/> R&TTE (Radio & Telecommunications Terminal Equipment)</p> <p><input type="checkbox"/> EP 2002C XVIC Challenge Test 防腐劑效能測試</p> <p><input type="checkbox"/> EP 2002B Microbial Test 微生物測試</p> <p><input type="checkbox"/> Nickel Release (Annex XVII of REACH) 鎳釋放量測試</p> <p><input type="checkbox"/> Batteries and Accumulators (91/175/EC or 2006/66/EC)*</p> <p><input type="checkbox"/> Phthalate Content (Annex XVII of REACH)</p> <p>Other Tests 其他測試</p> <p><input type="checkbox"/> ASTM D4236 LHAMA 美術材料標籤法案</p> <p><input type="checkbox"/> MACF (FDA or 2002/72/EC)* 與食物接觸產品測試</p> <p><input type="checkbox"/> FDA Mercury Content for Cosmetics 化妝品內水銀含量測試</p> <p><input type="checkbox"/> NERC (CONEG) 包裝物料有毒元素測試</p> <p><input type="checkbox"/> 2002/95/EC RoHS 電子電機設備中特定有害物質的限制指令</p> <p><input type="checkbox"/> BS 7272 Writing and Marking Instruments 筆蓋筆咀文具安全標準</p> <p><input type="checkbox"/> DIN 53160 CF to Sweat & Perspiration 耐汗液及唾液染色堅牢度</p>
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Service Requested 服務要求: Quotation Required Before Test 要求測試前報價

Regular 標準 Express 加快 [40% surcharge 附加費] Shuttle 特快 [100% Surcharge 附加費]

Report Delivery Service 報告送遞服務: Yes 需要 No 不需要 Request a HOKLAS Report

Is this a retest 是否重測? Yes 是 No 否 If Yes, please state previous report no. 如是請填上舊報告號碼: _____

We request for the above tests and agree that all testing will be carried out subject to Specialized Technology Resources (H.K.) Ltd.'s scale of charges as set forth in their latest price list of which we have seen a copy and upon and subject to the terms and conditions set out in STR Testing Application Form.

Date 日期 : _____ Authorized signature & Company chop 公司蓋章及代表簽名 : _____

IMPORTANT NOTES:

- FOR THE CONTRACT CLIENT TEST REQUEST, SPECIALIZED TECHNOLOGY RESOURCES (H.K.) LTD. HAS THE FULL DISCRETION IN CARRYING OUT THE TEST (INCLUDING SELECTION OF APPROPRIATE TEST METHOD(S) AND SUB-CONTRACTION).
- IF THE TEST(S) IS/ARE NOT OUTLINED WITH DETAIL TEST PROCEDURES AND THE CLIENT DOES NOT HAVE SPECIFIC REQUIREMENTS, IN-HOUSE DEVELOPED TEST METHOD(S) WOULD BE USED.
- UNLESS IT IS SPECIFIED, ALL REQUESTED TEST(S) WILL BE PERFORMED ON THE LATEST EDITION OF THE TEST METHOD(S) WHICH IS DETERMINED BY THE LABORATORY.
- THE TEST SAMPLES, IF NOT COLLECTED BY THE CLIENT, WILL BE RETAINED FOR A MAXIMUM PERIOD OF 30 DAYS BEFORE DISPOSAL.
- THE TEST REPORT IS ISSUED ON THE UNDERSTANDING THAT IT CANNOT FORM THE BASIS OF, OR THE INSTRUMENT FOR, ANY LEGAL LIABILITY AGAINST SPECIALIZED TECHNOLOGY RESOURCES (H.K.) LTD.
- FOR SAMPLE RETURN, SPECIALIZED TECHNOLOGY RESOURCES (H.K.) LTD. RESERVES THE RIGHT TO KEEP PART OF (OR ALL) TESTED / REMAINED SAMPLES WHEN NECESSARY.

TERMS AND CONDITIONS OF SERVICE

Specialized Technology Resources (H.K.) Ltd. ("STR") undertakes to provide services ("Work(s)") to its Customer subject to the terms and conditions ("Terms") contained herein.

The term of limitation of liability contained herein has been conspicuously marked to draw to the attention of the Customer. The Customer is advised by STR to take separate legal advice and is fully aware of the meaning and the legal significance of this term. The Customer agrees that this term is integral part of this Agreement.

COMPUTATION OF CHARGES AND PAYMENT

- 1.1 (a) Consulting time shall be charged on a daily basis.
(b) Where the personnel of STR are assigned to its Customer for any in-house projects, the Customer shall be billed on an hourly basis on the compensation rates of its personnel.
- 1.2 Disbursements incurred on the Customer's behalf such as expenditure for communications, transportation, travel, purchase of any materials, tools, equipment, components or parts which are directly related to the Work(s) shall be billed at costs and shall additionally include STR's reasonable handling charge at the discretion of STR.
- 1.3 Where in the opinion of STR the Work(s) are time consuming entailing the use of special equipment and disbursements, the Customer shall be charged on an "equipment-hour" basis on the time spent.
- 1.4 Payments shall be made in Hong Kong Dollars at STR's address or at such other address and in such manner as STR may from time to time specify. Payment made by post shall be at the risk of the Customer.
- 1.5 The Customer undertakes during the continuance of this Agreement: -
 - (a) to punctually pay all billings rendered to the Customer from time to time;
 - (b) unless otherwise agreed in writing, payment is to be made within seven (7) days from the date of Invoice or Debit Note;
 - (c) where the Customer shall fail to pay within time, STR shall charge interest on overdue invoices at the rate of 2% per month;
 - (d) STR shall have a lien on any goods of the Customer until payment but the exercise of such lien shall not prevent interest from accruing.
- 1.6 If the Customer shall fail to pay STR for any reason under Clause 1.5 or if the Customer shall commit a breach of any of its obligation under this Agreement or if a receiver of the Customer is appointed or if any resolution or petition to wind up the Customer's business shall be passed or presented (except for the purpose of reconstruction), STR may without prejudice to its other rights either suspend or terminate the Agreement and in such an event STR may also suspend or terminate any other existing contracts without being liable to damages.

OBLIGATIONS OF THE CUSTOMER

- 2.1 If the Customer intends to make any change(s) to the Work(s) hereunder or assign any other work to STR prior to the completion of Work(s), such a change or new assignment shall only be effective in writing between both of the parties. If STR suffers from any loss or damage due to such a change or new assignment, the Customer shall compensate STR for such losses and damages.
- 2.2 If the Work(s) undertaken by STR hereunder requires any assistance from the Customer, the Customer shall be obliged to provide all necessary and reasonable assistance which STR may deem fit. If the Work(s) undertaken by STR hereunder cannot be completed due to the Customer's failure to perform its obligation to assist, STR shall have the right to demand the Customer to perform its obligation within a reasonable period of time and may appropriately extend the time limit for STR to complete its Work(s). If upon the expiration of such reasonable time period the Customer still fails to perform its obligation to assist, STR may terminate this Agreement, without prejudice to any other rights of STR hereunder or under any applicable laws and regulations.

SAMPLES

- 3.1 Customer shall abide by all applicable regulations when shipping samples to STR. Improper shipping may result in additional charges for costs incurred by STR: (a) to identify samples to STR; and (b) damages done to STR personnel or property as a result of improper packaging, labeling or omission of identifying documents. STR shall have the right to refuse receipt of any shipment that, in its discretion, is unsafe or has been shipped improperly. Any costs associated by refusal to accept shipment under this clause are the sole responsibility of the Customer. The Customer shall indemnify and hold harmless STR for any and all damages, expenses, fines, judgments, liabilities and costs (including attorney's fee) incurred by STR and arising from the improper packaging or shipment of the samples by the Customer.

PATENT RIGHTS

- 4.1 Any invention made in the performance of Work(s) for the Customer by STR within the field of Work(s) undertaken for the Customer shall belong to the Customer.
- 4.2 STR's use of the aforesaid inventions shall be free of any royalty fees provided that the use of such inventions are confined to the performance of Work(s) for the Customer.

CONFIDENTIAL TREATMENT OF INFORMATION

- 5.1 Unless otherwise specifically agreed between the parties, the Work(s) rendered by STR to the Customer shall be on a non-exclusive best-efforts basis.
- 5.2 It is explicitly agreed by STR and the Customer that all technical information (whether contained in models, drawings, reproductions of drawings, written reports, letters, memoranda or notes or in any other form) shall be kept strictly confidential by STR for the purposes of this Agreement and STR shall at all times use all reasonable efforts to prevent disclosure to third parties of any part thereof unless STR shall have first obtained the written consent of the Customer specifically authorizing such disclosure **PROVIDED ALWAYS AND IT IS MUTUALLY AGREED** that the confidentiality shall extend for a period of five (5) years from the date of completion of its Work(s) and **PROVIDED FURTHER** that STR shall not be liable under this clause if through no fault of STR the information is generally known to the public; or the information is generally known to STR; or is independently developed by STR without recourse to the materials provided by the Customer; or the information is necessary for performance by STR under this Agreement; or is disclosed in accordance with a judgment or order issued by a competent court of any jurisdiction to which the Terms are subject, or with an order, notice or requirement issued by a governmental authority; or is disclosed to the certification or accreditation bodies with which the information are relevant to the scope of certification or accreditation in order to assess STR's competence and compliance with the relevant certification or accreditation criteria.
- 5.3 STR undertakes that the identity of its Customers and the nature of Work(s) rendered shall be kept confidential unless the Customer agrees in writing to their release **PROVIDED ALWAYS** that STR shall not be liable under this clause if through no fault act or failure on its part the identity of the Customer is generally known to the public.

DATA AND DOCUMENT RETENTION

- 6.1 (a) After the Work(s) are rendered, STR may retain a copy of all documents relating to the Work(s) (the "Supporting Documents") for as long as STR, in its sole discretion, deems fit.
(b) Unless otherwise specified or required by the applicable law, the Supporting Documents over three (3) years of age will be automatically destroyed by STR without prior notice to the Customer. Should any or all Supporting Documents less than three (3) years are scheduled to be destroyed, STR shall give the Customer thirty (30) days' written notice to the Customer's last known address of its intention to destroy the Supporting Documents. Unless the Customer makes a written request to STR reaching STR before the expiration of the said thirty (30) days seeking delivery of those documents to the Customer at the Customer's expenses, those documents shall be destroyed.
(c) The Customer shall indemnify STR for any costs or expenses in responding to or opposing any subpoena, the production of any documents in Court seeking the disclosure of the said documents or any information contained therein.

SOLICITATION OF EMPLOYEES

- 7.1 It is mutually agreed that neither party shall solicit the employees of the other for employment or hire unless prior written consent to do so is obtained.

E-MAIL DISCLAIMER

- 8.1 STR shall upon written request of the Customer send the final report(s) / result(s) hereunder by e-mail rather than by paper hard copy. STR considers e-mail a valuable and efficient tool, however, STR hereby gives cautions to the Customer that the report(s) / result(s) in electronic version may inadvertently be modified once it is in the Customer's word processing system. Further, the current e-mail transmission technology may allow for interception of message(s) and report(s) / result(s) by third parties. STR shall not be held responsible for these risks, which are out of its control. Should report(s) / result(s) be sent to the Customer by e-mail on its request, such a request SHALL BE DEEMED TO BE AN ACCEPTANCE OF THE RISK THAT THE REPORT(S) / RESULT(S) MAY BE INTERCEPTED BY THIRD PARTIES. The Customer shall agree that the report(s) / result(s) shall be sent by STR unencrypted. Transmission of the report(s) / result(s) (or other material(s) requested by the Customer) via the internet or other public network shall not be considered to constitute a breach of any confidentiality or other provisions of this Agreement between STR and the Customer, and STR shall in no way be liable for any damages resulting from such a transmission. Additionally, STR shall not be liable for any damages incurred by the Customer for any changes made to the report(s) / result(s) after it has been transmitted.

LIMITATION OF LIABILITY

- 9.1 Subject to Clause 9.2 and notwithstanding anything contained in this Agreement, in no circumstances (except where STR has willfully refused to perform any of its obligations under this Agreement or under any order placed pursuant to Clause 2.1) shall STR be liable, in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever, and whatever the cause thereof, (a) for any loss of profit, business, contracts, revenues, or anticipating savings; or (b) for any special indirect or consequential damage of any nature whatsoever.
- 9.2 If and to the extent that the Control of Exemption Clauses Ordinance (Cap. 71 Laws of Hong Kong) applies to this Agreement and that STR is held liable to the Customer, notwithstanding Clause 9.1 and anything contained in this Agreement, STR's liability to the Customer, in contract, tort (including negligence or breach of statutory duty) or howsoever otherwise arising, shall in respect of this Agreement be limited to the amount of the fee paid in respect of the specific Work which gives rise to such claim.

INDEMNITY

- 10.1 In the event of actual or threatened suit against STR in relation to the Work(s) undertaken on behalf of the Customer or in relation to any of the Products or the Trade Mark or Patent of the Customer or of any allegation of infringement of any letters patent, registered design, trade mark or trade name, the Customer shall indemnify STR harmless from any liability, action, claim, demand, costs, charges and expenses arising therefrom or expenses including solicitors fees, counsel fees in defending such action **PROVIDED ALWAYS** that the Customer will at its own election either effect any settlement or compromise or at its own expenses defend any such action or proceeding and the Customer shall pay the costs of any settlement or compromise effected.

EFFECT OF PROPOSAL

- 11.1 The accompanying proposal is valid for a period of ninety (90) days from the date of the proposal unless extended in writing by STR. Upon the acceptance of such proposal, this Terms shall form part of this Agreement with the Customer and notwithstanding any prior discussions or prior oral or written agreements to the contrary, the Terms herein shall be applicable and take precedence over any conflicting terms contained in any documents submitted by the Customer.

MISCELLANEOUS PROVISIONS

- 12.1 Any provision of this Agreement prohibited by or regarded as unlawful or unenforceable under any applicable law actually applied by any court of competent jurisdiction shall, to the extent required by such law, be severed by this Agreement and rendered ineffective so far as is possible without modifying the remaining provisions of this Agreement. Where however the provisions of any such applicable law may be waived, they are hereby waived by the parties hereto to the full extent permitted by such law to the end that this Agreement shall be valid and binding agreement enforceable in accordance with the Terms.
- 12.2 A certificate signed by any officer of STR as to the amount due from the Customer hereunder at the date of such certificate shall, in the absence of manifest error, be conclusive evidence of the amount due.
- 12.3 Nothing in this Agreement shall be considered to form a partnership between the parties. No party shall represent that it acts as agent for another or has any capacity to bind another in any contractual or other arrangements.
- 12.4 Save as herein otherwise provided any notice required to be given hereunder shall be sufficiently given if given in writing or by facsimile, email, internet or other possible means to the last known postal address or fax number or email address of the addressee and every notice shall be deemed to have been received and given at the time when in the course of transmission it should have been delivered at the address or fax number or email address to which it was sent.
- 12.5 This report or certificate does not relieve seller(s) / supplier(s) from their contractual responsibility with regards to the quality/quantity of this delivery nor does it prejudice the Customer's right to claim towards seller(s) / supplier(s) for compensation for any apparent and/or hidden defects not detected during STR's random inspection or testing or audit.

GOVERNING LAW

- 13.1 This Agreement and the rights and obligations of the parties shall in all respects be governed, construed, interpreted and operated in accordance with the Laws and Regulations of Hong Kong.