APPLICATION FOR “STC tested” Mark (Macau) CERTIFICATION

Subscriber’s information

Subscriber’s name and address

Supplier / Manufacturer registered name and address (if different from Subscriber’s)

Phone 電話:
Fax 傳真:

Email address 電郵地址:

Authorized management representative dealing with the application

Name 姓名:
Title 職銜:

Designation of product for which certification is applied

Product Name and Description

Brand Name 品牌

Reference No. 留查

Country of origin 国家原産地

Batch No./ Lot No. 批號

Country of Destination 目的地

Previously tested by STC? 產品曾否在本中心測試？

Report Number 測試報告編號

Report Issue Date 報告發出日期

Other information of value to STC (such as catalogues, manuals, photos) should be enclosed and listed as follows

I/We declare that we agree to comply with the rules and procedures of STC, to supply any information needed for certification and to make applicable payment(s) related to this application.

Printed Name

Authorized signature and company chop of the applicant

Date 日期

Remark: For more details of “STC tested” Mark (Macau), please visit STC website www.stc.group

For office use only

Certification and Surveillance Office

STM/001(M)/A
GENERAL CONDITIONS OF TESTING

THE HONG KONG STANDARDS AND TESTING CENTRE LTD., (the "Centre"). while reserving the right to decline, without giving any reason whatsoever, any request for the undertaking of a test or investigation, will carry out at the request of the clients the required test or investigation subject always to the following conditions:

1. The Centre only acts for the person or body originating the instructions (the "Applicant"). No other party is entitled to give instructions, particularly on the scope of testing or delivery of reports. The instructions are not altered by the receipt of a guarantee.

2. All materials, equipment and other property to be tested or investigated shall be delivered at the costs of the Applicant and in accordance with the requirements of the Centre. At the conclusion of the test or investigation, the Applicant shall, if required by the Centre, collect the materials or equipment. In any event, if the materials or equipment are not collected by the Applicant within 30 days from the issuance date of the test report (for perishable items such as food and water samples, the relevant period shall be 7 days), the Centre may at its discretion dispose of the same without any compensation to the Applicant.

3. The Applicant shall comply with the followings before or during the Centre providing its services:
(a) give timely instructions and adequate information to enable the Centre to perform the services effectively;
(b) supply, when requested by the Centre, any equipment and personnel for the performance of the services;
(c) avoid any obstruction in the performance of the services;
(d) inform the Centre in advance of any hazards or dangers, actual or potential, associated with any order of samples or testing;
(e) provide all necessary access for the Centre's staff and/or representative(s) to enable the required services to be performed effectively;
(f) ensure all essential steps are taken for safety of working conditions, sites and installations during the performance of services;
(g) fully discharge all its liabilities under any contract like sales contract with a third party, whether or not a report or certificate has been issued by the Centre, failing which the Centre shall be under no obligation to the Applicant.

4. Subject to the Centre's accepting the Applicant's instructions, the Centre will issue reports and certificates which reflect statements of opinion made with due care within the scope of the instructions but the Centre is not obliged to report upon any facts outside the instructions. The Applicant shall always render adequate and accurate information and particulars of the test samples and the Centre shall not be responsible for any faults or mistakes on the certificate and/or reports in relation thereto.

5. The Centre is irrevocably authorized by the Applicant to deliver at its discretion the report or the certificate to any third party when instructed by the Applicant or where it implicitly follows from circumstances, trade custom, usage or practice as determined by the Centre.

6. A test report will be issued in accordance to and it will be strictly treated as such by the Centre. It may not be reproduced either in its entirety or in part and it may not be used for the issuing or other unauthorized purposes. Should the written or the Report is issued may, however, show or send it, or a certified copy thereof prepared by the Centre, to his customer, supplier or other persons directly concerned. Subject to Clause 7, the Centre will not, without the consent of the Applicant, enter into any discussion or correspondence with nor disclose to any third party concerning the contents of the report unless required by the relevant governmental authorities, laws or court orders.

7. The Centre shall be at liberty to disclose the testing-related documents and/or files anytime to any third-party accreditation and/or recognition bodies for audit or other related purposes unless disagreed by the Applicant in writing at the time of submitting the applications. No liabilities whatsoever shall attach to the Centre's act of disclosure.

8. Notwithstanding anything contained herein to the contrary, but subject to Clause 7, it is agreed that the Centre will be responsible for the management of all confidential information of Applicant concerning the performance of the services. Appropriate action shall be taken by the Centre as follows:
(a) The Centre will inform the Applicant in advance, of the information it intends to place in the public domain. Except for information that the Applicant makes publicly available, or when agreed between the Centre and the Applicant (e.g. for the purpose of responding to complaints, or situations set off in Clause 7), all other information is considered confidential and shall be regarded as confidential.
(b) When the Centre is required by law or authorized by contractual arrangements to release confidential information, the Applicant or individual concerned will, unless prohibited by law, be notified of the information provided.
(c) If the Applicant obtained from sources other than the Applicant (e.g. complainant, regulators) shall be confidential between the Applicant and the Centre.
(d) The source of this information will be confidential to the Centre and will not be shared with the Applicant, unless agreed by the source.
(e) Personnel, including any committee members, contractors, personnel of external bodies, or individuals acting on the Centre's behalf, will keep confidential all information obtained or created during the performance of laboratory activities, except as required by law.

9. The Centre will not use the Centre's reports in court proceedings or arbitration shall inform the Centre to that effect prior to submitting the sample for testing.

10. The report will refer only to the sample tested and will not apply to the bulk, unless the sampling has been carried out by the Centre and is stated as such in the Report.

11. When the Applicant requests a statement of conformity to a specification or standard for the test (e.g. pass/fail, in-tolerance/out-of-tolerance), unless inherent in the requested specification or standard or otherwise instructed by the Applicant, the Centre will adopt the ILAC-G6 Guidance document (and/or IEC Guideline 115 in electro-technical sector) as the decision rule. When adopting the ILAC-G6 document, if measured value plus/minus the expanded uncertainty with a 95% coverage probability overlaps the limit, no declaration of conformity can be made. Further information regarding the documents can be obtained by direct contact with the Centre.

12. Any documents containing engagements between the Applicant and third parties like contracts of sale, letters of credit, bills of lading, etc. are regarded as information for the Centre only and are for the use of the Centre alone and do not affect the scope of the services or the obligations accepted by the Centre.

13. If the Applicant does not specify the methods, standards to be applied, the Centre will choose the appropriate ones and further information regarding the methods can be obtained by direct contact with the Centre.

14. No liability shall be incurred by and no claim shall be made against the Centre or its agents, employees, or independent contractors in respect of any loss or damage to any software, equipment and property occurring whilst at the Centre or any work places in which the testing is carried out, or in the course of transit to or from the Centre or the said work places, whether or not resulting from any acts, neglect or default on the part of any such servants, agents, employees or independent contractors of the Centre.

15. The Centre will not be liable, or accept responsibility for any loss or damage howsoever arising from the use of information contained in any of its reports or in any communication whatsoever about its said tests or investigations.

16. Subject to the total liability of the Centre in respect of any claim of loss, damage or expense of whatsoever nature shall not exceed a total sum equal to five times the amount of the service fee payable in respect of the services related directly to such claim, and the Centre's liability shall not include any indirect, special or consequential loss of the Applicant.

17. In the event of the Centre prevented by any cause outside the Centre's control from performing any service for which an order has been given or an agreement made, the Applicant shall pay to the Centre:-
   (i) the amount of all abortive expenditure actually made or incurred; and
   (ii) a proportion of the agreed fee or commission equal to the proportion (if any) of the service actually carried out by the Centre, or a proportion of the total amount of the fee or the commission if the Centre have partial or total non-performance of the required service.

18. The Centre shall be discharged from all liability for all claims for loss, damage or expense unless suit is brought within one calendar year after the date of the performance by the Centre of the service relating to the claim or in the event of any alleged non-performance within one year of the date when such service should have been completed.

19. The Applicant acknowledges that the Centre does not, either by entering into a contract or by performing service, assume or undertake to discharge any duty of the Applicant to any other person.

20. The Applicant shall hold harmless and indemnify the Centre and its officers, employees, agents or independent contractors against all claims made by any third party for loss, damage or expense of whatsoever nature including reasonable legal expenses relating to the performance or non-performance of any services to the extent that the aggregate of any such claims does not exceed the limits mentioned in Clause 16.

21. In the event of improper use of the report, the Centre reserves the right to withdraw it, and to adopt any other measures which may be appropriate.

22. Samples submitted for testing are accepted on the understanding that the report issued cannot form the basis of, or be the instrument for, legal action against the Centre.

23. Samples are deposited with and accepted by the Centre on the basis that either they are insured by the Applicant or the Applicant assumes entire responsibility for loss through fire, theft, burglary or for damages arising in the course of analysis or handling, without recourse whatsoever to the Centre or its servants, agents, employees or independent contractors.

24. If the Centre is not in possession of the samples by the Applicant’s or any third party’s laboratory, the Centre will only convey the result of the analysis without responsibility for its accuracy. If the Centre is only able to witness an analysis by the Applicant’s or any third party’s laboratory the Centre will only confirm that the correct sample has been analyzed without responsibility for the accuracy of any analysis or results.

25. In the event of any unforeseen additional time or costs being incurred in the course of carrying out any of its services, the Centre shall be entitled to charge the Applicant additional fees to reflect the additional time and costs incurred.

26. All rights (including but not limited to copyright) in any reports, certificates or other materials produced by the Centre in the course of providing its services shall remain vested in the Centre.

27. If the Applicant does not pay to the Centre:-
   (i) the amount of all abortive expenditure actually made or incurred; and
   (ii) a proportion of the agreed fee or commission equal to the proportion (if any) of the service actually carried out by the Centre, or a proportion of the total amount of the fee or the commission if the Centre have partial or total non-performance of the required service.

28. The Centre shall be discharged from all liability for all claims for loss, damage or expense unless suit is brought within one calendar year after the date of the performance by the Centre of the service relating to the claim or in the event of any alleged non-performance within one year of the date when such service should have been completed.

29. The Applicant acknowledges that the Centre does not, either by entering into a contract or by performing service, assume or undertake to discharge any duty of the Applicant to any other person.

30. The Applicant shall pay to the Centre for the performance of any services not performed or not delivered or for the partial or total non-performance of the required service: 
   (a) the full price of all services that have been performed or delivered or for the partial or total non-performance of the required service, whether or not the performance of the services may be suspended or delayed; and
   (b) interest on the amount of any outstanding balance from the date of invoice or within such other period agreed in writing by the Centre or in the Centre's discretion.

31. For any dispute, controversy or claims arising out of relating to this contract, or the breach, termination or invalidity thereof between the Centre and the Applicant, these terms and conditions shall govern and control any other terms and conditions previously agreed to the parties or the agent or representative of either parties.

32. The foregoing General Conditions shall be governed and construed according to the laws of Hong Kong Special Administrative Region. Any dispute shall be conclusively settled under 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 Hong Kong.