# TOY TESTING REQUISITION

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**Applicants:**  
**Address:**  
**Contact Person:**  
**Telephone:**  
**Fax:**  
**Preliminary Report to be sent by:**  
**Sample Description:** (BLOCK LETTER PLEASE)  
**Item Name:**  
**Style/Item No.:**  
**Supplier:**  
**Country of Origin:**  
**Age Grading for Testing:**  
**P.O./Ref.No.:**  
**Buyer:**  
**Country of Destination:**  
**Special Instructions:**  

### Test(s) Required: *(Please tick appropriate boxes and circle whichever is applicable.)*  
- **Australia / New Zealand - AS/NZS 8124**  
  - AS/NZS 8124.1 Physical and Mechanical Test  
  - AS/NZS 8124.2 Flammability Test  
  - AS/NZS 8124.3 Migration of Toxic Elements Test  
  - AS/NZS 82115 Electric Toy Safety*  
- **Europe – Toy Safety Directive**  
  - EN71 Part 1 Physical and Mechanical Test  
  - EN71 Part 2 Flammability Test  
  - EN71 Part 3 Migration of Toxic Elements Test  
  - EN71 Part 4 Experimental Set for Chemistry  
  - EN71 Part 5 Chemical Toys Sets  
  - EN71 Part 7 Finger Paints  
  - EN71 Part 8 Activity Toys for Domestic Use  
  - EN71 Part 12 Nitrosamines and Nitrosatobles  
  - EN62115  
- **Additional Requirements for EU**  
  - Azo-dye Test (REACH Annex XVII)  
  - Chromium VI (REACH Annex XVII)  
  - Lead Content (REACH Annex XVII)  
  - Phthalates (REACH Annex XVII)  
  - Total Lead in Substrate  
  - Total Lead in Paint or Surface Coating  
  - Tracking Label Evaluation  
  - Batteried Toy Test*  
  - Food Contacting Articles (FDA)  
  - Toxicity Assessment per TRA & LHAM  
  - Packaging Materials Test (Directive 2004/12/EC)  
  - Textiles Flammability Regulations (SOR/2011-22)  
  - Consumer Products Containing Lead (Contact with Mouth) Regulations (SOR/2010-273)  
  - Surface Coating Materials Regulations (SOR/2016-193)  
  - Children’s Jewellery Regulations (SOR/2016-188)  
  - Food Contact Articles (Directive 2004/12/EC)  
  - Battery Operated Toy Test*  
  - Stuffing Cleanliness Test (Pennsylvania’s Regulation)  
  - Toxics in Packaging Clearing House (TPCH)  
- **Canada Toy Regulations (SOR/2011-17)**  
  - Textiles Flammability Regulations (SOR/2011-22)  
  - Surface Coating Materials Regulations (SOR/2016-193)  
  - Children’s Jewellery Regulations (SOR/2016-188)  
- **Japan Food Sanitation Law**  
  - Toys  
  - Food Container or Packaging  
- **Japan Toy Safety Standard**  
  - Part 1 Physical and Mechanical Test  
  - Part 2 Flammability Test  
  - Part 3 Chemical Properties Test (Please provide BOM)  
  - *Please provide circuit diagram*  

### Additional Requirements for EU  
- **Azo-dye Test (REACH Annex XVII)**  
- **Chromium VI (REACH Annex XVII)**  
- **Lead Content (REACH Annex XVII)**  
- **Phthalates (REACH Annex XVII)**  
- **Release of Nickel (REACH Annex XVII)**  
- **EMC**  
- **RED**:  
  - 27MHz  
  - 40 MHz  
- **RoHS 2.0 (Directive 2011/65/EU)**  
- **Food Contact Articles (Directive 10/2011/EC)**  
- **Packaging Materials Test (Directive 2004/12/EC)**  

### Others  
- **Bisphenol-A**  
- **Formaldehyde**  
- **Formamide**  
- **Phenol**  
- **SVHCs**  
- **TCEP**  
- **TCP**  
- **D TCP**  
- **Phthalates**  
- **Preliminary Report**  
- **Country of Origin**  
- **P.O./Ref.No.**  
- **Arrival Date**  
- **Applicants**  
- **Address**  
- **Contact Person**  
- **Ext:**  
- **Fax:**  
- **E-mail:**  
- **Sample Description:** (BLOCK LETTER PLEASE)  
- **Item Name:**  
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- **Country of Origin:**  
- **Age Grading for Testing:**  
- **P.O./Ref.No.:**  
- **Buyer:**  
- **Country of Destination:**  
- **Special Instructions:**  
- **Azo-dye Test (REACH Annex XVII)**  
- **Phthalates (REACH Annex XVII)**  
- **Release of Nickel (REACH Annex XVII)**  
- **EMC**  
- **RED**:  
  - 27MHz  
  - 40 MHz  
- **RoHS 2.0 (Directive 2011/65/EU)**  
- **Food Contact Articles (Directive 10/2011/EC)**  
- **Packaging Materials Test (Directive 2004/12/EC)**  

We declare that the above information given is true, complete and correct. We agree to abide by the conditions printed on the back of this form (The full text is available from our website www.stc-group.org under the “Application and Quotation” section.)  
*Agree to join the “Hong Kong Safety Mark Scheme” (Program details in Appendix A)*  

**Authorized signature and company chop of the applicant:**  
*(Test requisition without authorized signature and company chop will not be accepted)*  
**Printed Name:**  
**Job Title:**  
**Date:**
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 client 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 report or certificate of testing to any third party other than the Applicant.

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 always comply with the following 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) inform the Centre in advance of any hazards or dangers, actual or potential, associated with any order of samples or testing;
   (d) provide all necessary access for the Centre's staff and/or representative(s) to enable the required services to be performed effectively;
   (e) ensure all essential steps are taken for safety of working conditions, sites and installations during the performance of services;
   (f) 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 absolved of all responsibility.

4. Subject to the Centre's accepting the Applicants' instructions, the Centre will issue reports and certificates which reflect statements of opinion made with due care within the scope of 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 sample to the Centre, failing which the Centre shall not be responsible for any faults and/or omissions in the Centre's 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 confidence to the Applicant 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 advertising or other unauthorized purposes without the written consent of the Centre. The Applicant to whom 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 or make any disclosure 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 with by the Applicant in writing at the time of them 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 obtained during the performance of laboratories services.
   (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 proprietary information 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) Information about the Applicant obtained from sources other than the Applicant (e.g. complainant, regulators) shall be confidential between the Applicant and the Centre. The provider (source) of this information will be confidential to the Centre and will not be shared with the Applicant, unless agreed by the source.

9. The Centre will not be liable to the Applicant 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.

10. Subject to Clauses 14 and 15, 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 all abortive expenditure actually made or incurred; and the Centre's liability shall not include any indirect, special or consequential loss of the Applicant.

11. In the event of the Centre preventing, by any cause outside the Centre's control from performing any service for which an order has been given or an agreement made, the Centre will issue an adjustment of the amount of all abortive expenditure actually made or incurred; and the Centre's liability shall not include any indirect, special or consequential loss of the Applicant.

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 do not affect the scope of the services or the obligations accepted by the Centre.

13. If the Applicant do not specify by 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 servants, agents, employees or independent contractors in respect of any loss or damage to any such materials, equipments and properties 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 Clauses 14 and 15, 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 all abortive expenditure actually made or incurred; and the Centre's liability shall not include any indirect, special or consequential loss of the Applicant.

17. In the event of the Centre preventing, 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.

18. The Centre will be relieved of all responsibility whatsoever for the partial or total non-performance of the required service.

19. 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 from the date when such service should have been completed.

20. The Applicant shall not be entitled to any interest or any other compensation in respect of any such claim arising to the Centre for any delay in payment.

21. 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.

22. 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 from the date when such service should have been completed.

23. The Centre will not be entitled to any interest or any other compensation in respect of any such claim arising to the Centre for any delay in payment.

24. The Applicant will pay on the date of invoice or within such other period agreed in writing by the Centre all charges rendered by the Centre or interest will become due at the rate of three per cent per month from the date of invoice until actual payment. The Applicant is also responsible for settling all the Centre's costs of collecting the charges owed, including legal fees.

25. Test results may be transmitted by electronic means at the Applicant's request. However, it should be noted that electronic transmission cannot guarantee the information contained will not be lost, delayed, or intercepted by third party. The Centre is not liable for any disclosure, error or omission in the content of such messages as a result of electronic transmission.

26. If necessary, the Centre may subcontract part of all tests to competent subcontractors. If no objection is raised at the time of the Applicant submitting the application, the Centre shall assume the Applicant's approval.

27. The Centre reserves the right to include Special Conditions in addition to the foregoing General Conditions if warranted by the particular circumstances of the requested test or investigation [this clause is subject to the national laws of any other country where the party has been appointed].

28. 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 take precedence over any other terms and conditions previously agreed to by the parties or the agent or representative of either parties.
Appendix A / 附件甲

The Hong Kong Safety Mark Scheme is an independent safety certification program for local products. The scheme was commissioned in 1998, and is developed, operated and administered by the Hong Kong Certification Centre (HKCC), a subsidiary company of the STC Group. Applicant will be granted the authority to use the Hong Kong Safety Mark on a certified product once the submitted samples pass through a testing and surveillance process and is certified as a product in compliance with Hong Kong safety regulations. Plant visits and random sampling will be conducted regularly to ensure the product still meet the certification criteria. With the mark, consumers will be able to identify products that meet safety standards.

HKCC will publish and update the “Directory of HKCC Certified Products”, which will be available on the Hong Kong Certification Centre website www.hk-cc.hk. Manufacturers, importers, distributors, retailers and consumers can check the Directory for more information on the certified product.

Company Name:

Company Name (Chinese):

Product Name (English):

Product Name (Chinese):

Model:

I/We, the Subscriber, warrant and agree:

(i) to supply all complete and necessary information for this application and that the information provided with this application is true and accurate in every respect; (ii) to adopt all data, statements, or any other information furnished to HKCC by the Subscriber or any other third parties at or prior to the signing of this application and thereafter; (iii) all information disclosed to HKCC has proper consents, licenses or authorities required by the laws and this product does not infringe upon any intellectual property rights; (iv) to fully indemnify HKCC of all damages or liabilities to any disputes, controversy, or claims arising out of or relating to the data, statements, or any other information provided; (v) to abide by the General Conditions of Service (please refer to the “Application and Quotation” section in www.hk-cc.hk and the back of this form) and any rules and procedures of HKCC deemed applicable; (vi) to make all payments on time; and (vii) to indemnify HKCC against any disputes, controversy, or claims arising out of this product.

Authorized signature and company chop of the applicant:

Printed Name (請以正階填寫)