CHILDREN’S PRODUCTS TESTING REQUISITION

Applicants: 
Address: 
Contact Person: 
Telephone: 
Fax: 
Preliminary Report to be sent by: Fax E-mail 

For Office Use
Order No.: 
A/C No.: 
Rec’d on: 
Committed: 
Reviewed by: 

Sample Description: (BLOCK LETTER PLEASE)

Item Name: 
Style/Item No.: 
P.O./Ref.No.: 
Supplier: 
Buyer: 
Country of Origin: 
Country of Destination: 
Age Grading for Testing: 
Special Instructions: 

Standard(s) Required: *(Please tick appropriate boxes and circle whichever is applicable.)

USA

- CPSIA (applicable to all children’s products for the US)...
- Baby Walking Frames 
- Babies’ Rattles 
- Babies’ Dummies/Pacifiers 
- Children’s Cots/Baby’s Cribs (Full-size) 
- Children’s Cots/Baby’s Cribs (Non Full-size) 
- Children’s High Chair & Multi-purposes Chairs for Domestic Use 
- Children Safety Barriers 
- Elastometric Feeding Bottle Teats 
- Playpens/Play Yards for Domestic Use 
- Bunk Beds 
- Safety Harnesses 
- Strollers/Wheeled Child Conveyances 
- Writing and Marking Instruments 
- Cutlery & Feeding Utensils 
- Drinking Equipments 

Europe

- EN 1273 
- EN 71 
- EN 1400 
- EN 716 
- EN 14988 
- EN 1930 
- EN 14350 
- EN 12227 
- EN 747 
- BS EN 13210 
- BS 7272 
- EN 1888 
- EN 14372 
- EN 14350 

Required Test(s) under the above Applicable Standard(s):

- Full test 
- Physical and mechanical test 
- Flammability test 
- Toxic elements test 
- Others (Please specify) : 

Report Type: 

- HOKLAS (Accredited test items only) 

Service Required: 

- Regular 
- Priority (40% surcharge) 
- Immediate (100% surcharge) 

Return Sample: 

- Not Required 
- Tested Sample 
- Residue Sample 

Report to be Collected: 

- Tai Po Head Office 
- Cheung Sha Wan MTR 
- Mail 
- Courier 

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:

(Printed Name: 
Job Title: 
Date: 

NOTICE FOR CUSTOMER: Pick-up service Tel: (852) 2666 1802 
General enquiry Tel: (852) 2666 1863/ (852) 2666 1895 
Technical enquiry Tel: (852) 2666 1630)
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, except at the Applicant's request. However, it should be noted that electronic transmission cannot guarantee the accuracy of any analysis or results.

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 above requirements 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 representatives(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. 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 liable for any claim by the third party.

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 accurate 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 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 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 to, 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, without the consent of the Applicant, enter into any discussion or correspondence with or 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 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 shall be responsible for the management of all confidential information of Applicant obtained in the performance of laboratory 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, the 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.
   d. Further committees 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 Applicant wishing to 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 a test is ordered, the Centre shall not be responsible for any fault, error or omission in the content of such report prepared by the Centre, to his customer, supplier or other persons directly concerned. Subject to Clause 7, the Centre will, without the consent of the Applicant, enter into any discussion or correspondence with or disclose to any third party concerning the contents of the report unless required by the relevant governmental authorities, laws or court orders.

12. The Centre shall be discharged from all liability for all claims for loss, damage or expense unless suit is brought within one year of the date when such service should have been completed.

13. The Centre will not, without the written consent of the Applicant, to whom the Report is issued may, show or send to, 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, without the consent of the Applicant, enter into any discussion or correspondence with or disclose to any third party concerning the contents of the report unless required by the relevant governmental authorities, laws or court orders.

14. 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.

15. 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 to, 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, without the consent of the Applicant, enter into any discussion or correspondence with or disclose to any third party concerning the contents of the report unless required by the relevant governmental authorities, laws or court orders.

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17. 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 to, 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, without the consent of the Applicant, enter into any discussion or correspondence with or disclose to any third party concerning the contents of the report unless required by the relevant governmental authorities, laws or court orders.

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 Centre 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 persons. The Centre is neither an insurer nor a guarantor and disclaims all liability in such capacity.

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, damage or loss or 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 relating to any one service exceeds the limits mentioned in Clause 16.

21. The Applicant shall personally pay 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.

22. Test results may be transmitted by electronic means at the Applicant's request. However, it should be noted that electronic transmission cannot guarantee the accuracy of any analysis or results contained in the Centre's report.

23. The Centre is irrevocably authorized by the Applicant to deliver at its discretion the report or the certificate to any third party, whether or not a report or certificate has been issued by the Centre, failing which the Centre shall be liable for any claim by the third party.

24. 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.

25. The Centre reserves the right to include Special Conditions in addition to the foregoing General Conditions if warranted by the particular circumstances of the required test or investigation [this clause is not applicable to the party has been informed].

26. 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.

27. 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.
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.

「香港安全標誌計劃」是一個為本地產品安全而推出的獨立認證計劃，本計劃由標檢集團附屬機構香港認証中心負責籌劃和實施，於一九九八年正式開始執行。申請認證的產品經過測試及檢定後，若符合香港安全法規，申請機構便可獲得在香港認證中心通過認證的產品上使用「香港安全標誌」的授予標誌後，香港認証中心會定期進行廠房巡查及抽樣檢查，確保產品持續符合標誌要求，消費者可通過產品上的香港安全標誌識別該產品已符合安全標準。香港認証中心會定期出版和更新《香港認証中心認證產品目錄》，並上載到香港認証中心網頁www.hk-cc.hk。製造商、進口商、分銷商、零售商和消費者可隨時在該目錄中查閱已獲認證的產品資料。

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<th>Product Details 產品資料</th>
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<tr>
<td><strong>Company Name:</strong> 公司中文名稱</td>
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<tr>
<td><strong>Product Name (English)</strong> 產品英文名稱</td>
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<tr>
<td><strong>Product Name (Chinese)</strong> 產品中文名稱</td>
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<td><strong>Model</strong> 型號#</td>
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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.

I/We, the Subscriber, warrant and agree:
(i) 提供所有完整及必須的資料，且有關資料皆真確無誤；(ii) 確認由申請機構或第三方香港認証中心提供所有的數據、陳述或其他資料，無論是在簽署此申請表之前或之後提供；(iii) 本產品及其有關資料已就法律要求得到所須的同意、准許和受權，本產品並不侵犯任何知識產權；(iv) 因數據、陳述或其他資料而引起的，或與之相關的任何糾紛、爭論或索賠，香港認証中心均毋須承擔其任何賠償或債務，一切後果由申請機構承擔；(v) 須遵守香港安全認証中心的普通服務條款（可參阅香港認証中心網頁www.hk-cc.hk內“申請及報價”所列的所有條款）及遵守有關認證計劃的條例和程序進行有關的申請；(vi) 按時繳納所有費用；及 (vii) 凡因本產品而引起的任何糾紛、爭論或索賠，申請機構須代替香港認証中心或負上賠償責任。

Authorized signature and company chop of the applicant: 公司授權代表人簽名及公司蓋章:

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