



# The Hong Kong Standards and Testing Centre Ltd 香港标准及检定中心

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<b>CHINA CCC TOY TESTING REQUISITION FORM CCC 玩具测试申请表</b>		<b>TCD/888/16 Rev 07</b>
Certification body 认证机构: <input type="checkbox"/> CQC 中国质量认证中心 <input type="checkbox"/> CCLC 北京中轻联认证中心 Applicant (Company name & address will be shown on test report) 申请公司 (公司名称及地址将显示于测试报告上): Applicant's Name 申请公司: _____ Address 地址: _____ Contact Person 联系人: _____ Telephone 电话: _____ Ext 内线: _____ Fax 传真: _____ Email 电邮: _____ Preliminary Report to be sent by 报告初稿送递方式: <input type="checkbox"/> Fax 传真 <input type="checkbox"/> Email 电邮		<b>For Office Use (内部专用)</b>
		Order No. 申请号: _____
		Customer No. 客户号: _____
		Received on 接受日期: _____
		Committed 预计完成日期: _____
		Reviewed by 审核: _____
		Date 日期: _____
<b>Sample Description (The below information will be shown on test report) 样品描述(以下资料将显示于测试报告上)</b>		
Item Name 品名: _____		
Quantity 数量: _____		
Style/Item No. 产品代号: _____	P.O./Ref. No. 定单编号/参考号码: _____	
Supplier 供应商: _____	Buyer 买家: _____	
Country of Origin 原产地: _____	Country of Destination 目的国: _____	
Age Grading for Testing 测试年龄: _____	Special Instructions 特别说明: _____	
<b>Service Required: 服务要求</b> <input type="checkbox"/> CCC Type Test CCC 型式试验 <input type="checkbox"/> Pre-test 前期试验 <input type="checkbox"/> Periodic Test 期间核查		
<b>CCC Certification 认证申请:</b> <input type="checkbox"/> New application 新申请 <input type="checkbox"/> Change 变更申请 <input type="checkbox"/> Surveillance 监督 Test report No. 测试报告号码: _____ CCC Certification No. 3C 认证号码: _____		
<b>Test(s) Required: (Please tick appropriate boxes and circle whichever is applicable.)</b> 测试项目要求 (请在适当空格内做标记)		
<b>China National Standards</b>		
<input type="checkbox"/> GB 6675 Toy Safety Standard 中国玩具安全技术规范 (Full Test 完整测试)	<input type="checkbox"/> GB 19865 Electric Toy Safety Standard 中国电玩具安全标准	
<input type="checkbox"/> GB 6675.1 BASIC Code 基本规范	<input type="checkbox"/> GB 5296.5 Labeling Standard 中国玩具使用说明	
<input type="checkbox"/> GB 6675.2 Physical and Mechanical Test 物理和机械性能测试	<input type="checkbox"/> GB/T22048 Phthalates 邻苯二甲酸酯测试	
<input type="checkbox"/> GB 6675.3 Flammability Test 易燃性能测试	Others 其他测试	
<input type="checkbox"/> GB 6675.4 Chemical Properties Test 化学特性测试	<input type="checkbox"/> Others(其他): _____	
<b>Service Required 服务要求:</b>	<input type="checkbox"/> Regular 普通服务	<input type="checkbox"/> Priority (40% surcharge) 优先服务 (40%附加费)
		<input type="checkbox"/> Immediate (100% surcharge) 特急服务 (100%附加费)
<b>Return Samples 样品退回:</b>	<input type="checkbox"/> All samples 所有样品	<input type="checkbox"/> Tested samples only 仅测试样品
		<input type="checkbox"/> Remnant samples only 仅剩余样品
<b>Report to be Collected 报告送递:</b>	<input type="checkbox"/> Self Pick-up 自取	<input type="checkbox"/> Express Delivery 快递到付
		<input type="checkbox"/> Mail 挂号信
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 <a href="http://www.stc-group.org">www.stc-group.org</a> under the "Application and Quotation" section.) 我们声明上述由我们提供之数据正确无误及无遗漏。我们同意申请表背面所打印之所有条款 (所有条款亦刊登于本公司网站 <a href="http://www.stc.group">www.stc.group</a> 的「申请表及查询报价」内)。		
Authorized signature and company chop of the applicant: 公司授权代表人签名及公司盖章: _____ (Test requisition without authorized signature and company chop will not be accepted)(无授权代表人签名及公司盖章的申请表将不会受理)		
<b>Printed Name</b> 公司授权代表人姓名: (请以正阶填写)	<b>Job Title</b> 职位:	<b>Date</b> 日期:

## 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 report or certificate, unless authorized by 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 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) take all necessary steps to eliminate or remedy 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 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 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 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 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 or created during the performance of laboratory activities:
  - (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.
  - (d) 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 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 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-G8 Guidance document (and/or IEC Guide 115 in electro-technical sector) as the decision rule. When adopting ILAC-G8 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 do not affect the scope of the services or the obligations accepted by the Centre.
13. If the Applicant do 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 servants, agents, employees or independent contractors in respect of any loss or damage to any such materials, equipments 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 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 the service fee payable in respect of the services directly related 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.and the Centre shall be relieved of all responsibility whatsoever for the 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 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 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 relating to any one service 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, agent, employees or independent contractors.
24. If the requirements of the Applicant require the analysis of 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. The Applicant shall punctually 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.
28. 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.
29. If necessary, the Centre may subcontract part of or 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.
30. 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 only effective when the other party has been informed].
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 take precedence over any other terms and conditions previously agreed to by 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.