

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 a statement of conformity is provided in the report, the Centre will adopt a decision rule as described below:
 - (a) Non-numerical results (e.g. pass-fail outcome of a test procedure or the result of applying a go or no-go gauge etc.):
 - A statement of conformity will be reported directly according to the test result and the specification.
 - (b) Numerical results:
 - i. when testing to the following standards / specifications, determination of conformity will follow the decision rule prescribed in the respective legal / regulatory requirements:
 - Nil.
 - ii. when testing to the following standards / specifications, determination of conformity will follow the decision rule which is inherent in the respective standards / specifications:
 - ISO 8124-3, AS/NZS ISO 8124-3, ASTM F963 clause 4.3.5.1(2) and 4.3.5.2(2)(b), GB6675-4, Japan ST2016 clause 1.5, 1.8 and 1.11, Japan Food Sanitation Law clause A4 and A11;
 - EN 62233, IEC 60601-1;
 - IEC-001, IEC-003, IEC-005, CISPR 13, CISPR 14-1, CISPR 15, CISPR 22, CISPR 32, EN 55013, EN 55014-1, EN 55015, EN 55022, EN 55032, EN 61204-3, EN 62493, GB/T 13837, GB/T 9254, GB/T 17743;
 - EN 1811, EN 1186.
 - iii. when testing is conducted under IECCE CB Scheme, guidance provided in IEC Guide 115 will be followed for the determination of conformity.
 - iv. when testing to EMC standards / specifications other than that listed in 11(b)(i)-(iii), determination of conformity will follow the decision rule:
 - Pass: The measured result is within the tolerance interval minus the guard band (w), where w equals to expanded uncertainty with 95% coverage probability.
 - Fail: The measured result is outside the tolerance interval plus the guard band (w), where w equals to expanded uncertainty with 95% coverage probability.
 - Unable to determine conformance - The measured result is within the guard band (w), which equals to expanded uncertainty with 95% coverage probability.
 - v. when testing to the standards / specifications other than that in 11(b)(i)-(iv) above, determination of conformity will follow the decision rule:
 - For specification with upper limit, compliance is deemed to occur if the measured result is under the limit, even extended upwards by the expanded uncertainty with 95% coverage probability.
12. For specification with 100% 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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.
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 of the date when such service should have been completed.
20. 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.
21. 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.
22. 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.
23. 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.
24. 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.
25. 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.
26. 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.

27. 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.
28. 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.
29. 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.
30. 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.
31. 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].
32. 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.
33. 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.

APPLICATION FOR CHEMICAL AND FOOD TESTING

CFD/888/01 eRev.28

For Frozen & Refrigerated Food Testing (Please fill in the following information):

Sample Original Storage Condition: Frozen(-18°C) Refrigerated(0-4°C) Others _____

Sampling Date: _____ Time: _____

Sample Delivery Condition: Dry Ice Ice pack Others _____

Note: Frozen food should be kept in frozen state using dry ice during storage and delivery

For Microbiological Examination (Please fill in the following information):

Sample Original Storage Condition: Frozen(-18°C) Refrigerated(0-4°C) Ambient Temperature
 Others _____

Sampling Date: _____ Time: _____

Sampling Condition: In original unopened container In Sterile container under aseptic condition Others _____

Sample Delivery Condition: Keep Frozen(-18°C) Refrigerated(0-4°C) Ambient Temperature
 Others _____

For Environmental Testing (Please fill in the following information):

Sample Original Storage Condition: Refrigerated(0-4°C) Ambient Temperature

Sampling Date: _____ Time: _____

Sampling Condition: In plastic container In glass container Others _____

Preservatives Added: _____

Sample Delivery Condition: Refrigerated(0-4°C) Ambient Temperature

Sample Delivery: Conducted by STC Applicant Others _____

Note: All water samples should be kept refrigerated.

Glass container should be used for Oil & Grease testing.

Special Instructions (if any) :

For office Use Only:

Describe conditions of sample received in details:

Samples received are suitable for testing regarding to their storage conditions:

For frozen & refrigerated food

Yes
 No

For microbiological testing

Yes
 No

For environmental testing

Yes
 No

Appendix A / 附件甲

The "STC Certified" Mark is a product quality certification mark from STC (Hong Kong Standards and Testing Centre). It helps consumers identify, at a glance, that the product has been tested by STC according to relevant local and international standards. The applicant shall submit to STC an application form with specific product information and a copy of their Business Registration Certificate. STC will then issue a certification proposal and test the submitted sample in accordance with local or International standards. The Mark represents the best quality in the market as type-testing and regular market surveillance are done regularly to ensure product quality.

優質「正」印是 STC（香港標準及檢定中心）推出的一項產品品質認證計劃，讓消費者能根據這標誌，分辨出特定的產品已通過 STC 特定的測試，確定產品符合本地及國際的相關標準，增加消費者對產品的信心，從而提升產品形象。申請認證的機構須向 STC 提交申請表、產品資料及商業註冊證明，而 STC 將發出認證計劃書，並根據相關國際標準為提交之樣本進行測試。產品取得優質「正」印後，我們會進行定期抽樣測試及市場抽樣監察，確保產品推出市場後仍保持應有品質。

Product Details 產品資料

Company Name:

公司中文名稱:

Product Name (English)

產品英文名稱

Product Name (Chinese)

產品中文名稱

Model

型號#

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 STC by the Subscriber or any other third parties at or prior to the signing of this application and thereafter; (iii) all information disclosed to STC 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 STC 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 and any rules and procedures of STC deemed applicable; (vi) to make all payments on time; and (vii) to indemnify STC against any disputes, controversy, or claims arising out of this product.

我/我等，申請機構，聲明如下：(i) 提供所有完整及必須的資料，且有關資料皆真確無訛；(ii) 確認由申請機構或第三方向香港標準及檢定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、准許和授權。本產品並不侵犯任何知識產權。(iv) 因數據、陳述或所提供的其他資料而引起的、或與之相關的任何糾紛、爭論或索賠，香港標準及檢定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) 需遵守香港標準及檢定中心的普通服務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) 凡因本產品而引起或與之相關的糾紛、爭論或索賠，申請機構須代替香港標準及檢定中心負上賠償責任。

Printed Name

公司授權代表人姓名:

Job Title 職位:

Authorized signature and
company chop of the applicant

公司授權代表人簽名及公司蓋章:

Date 日期: