



The Hong Kong Standards and Testing Centre Ltd

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TOY TESTING REQUISITION

TCD_888_01 Rev29

Applicants:

Address: _____

Contact Person: _____

Telephone: _____ Ext: _____

Fax: _____ E-mail: _____

Preliminary Report to be sent by Fax E-mail

For Office Use

Order No.: _____

A/C No.: _____

Rec'd on: _____

Committed: _____

Reviewed by: _____

Date: _____

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 ISO 8124

- Part 1 Physical and Mechanical Test
- Part 2 Flammability Test
- Part 3 Migration of Toxic Elements Test

Europe - EN71

- 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 Nitrosatables

Other Applicable Testing for EU:

- EN62115 (Please attach circuit diagram)
- EMC (Please attach circuit diagram)
- R&TTE (27MHz 40 MHz)
- Azodye Test (REACH Annex XVII)
- Cadmium Content (REACH Annex XVII)
- Phthalates (REACH Annex XVII)
- Release of Nickel (EN1811 EN12472)
- Formaldehyde
- PAHs
- SVHCs
- RoHS 2.0 (Directive 2011/65/EU)
- Food Contact Articles (Directive 10/2011/EC)
- Packaging Materials Test (Directive 2004/12/EC)

Others

- Color Fastness (Please specify): _____
- Bisphenol-A Content Others: _____

U.S.A. - CPSIA

- Total Lead in Substrate
- Total Lead in Paint or Surface Coating
- Phthalates (3 or 6 or 10 phthalates)*
- Tracking Label Evaluation

U.S.A. - ASTM F963

- Physical and Mechanical Test
- Flammability Test (Solid Fabrics/Doll's clothing)*
- Total Lead
- Soluble Heavy Element Content (8 Elements)
- Soluble Cadmium
- Bacteriological Test (USP 61/62 USP 51)
- Battery Operated Toy Test (Please attach circuit diagram)
- Stuffing Cleanliness Test (Pennsylvania's Regulation)
- Labeling of Hazardous Art Materials Act (LHAMA)
- Food Contacting Articles (FDA)
- Toxics in Packaging Clearing House (TPCH)

Canada Toy Regulations (SOR/2011-17)

- Textiles Flammability Regulations (SOR/2011-22)
- Consumer Products Containing Lead (Contact with Mouth) Regulations (SOR/2011-273)
- Surface Coating Materials Regulations (SOR/205-109)
- Phthalates Regulations (SOR/2010-298)
- Children's Jewellery Regulations (SOR/2011-19)

Japan Food Sanitation Law

Japan Toy Safety Standard

- Part 1 Physical and Mechanical Test
- Part 2 Flammability Test
- Part 3 Chemical Properties Test

Report Type: HOKLAS DAKKS CNAS CMD Data File

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.)

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 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 "Clients"). No other party is entitled to give instructions, particularly on the scope of testing or delivery of report or certificate, unless authorized by the Clients.
2. All materials, equipment and other property to be tested or investigated shall be delivered at the costs of the Clients and in accordance with the requirements of the Centre. At the conclusion of the test or investigation, the Clients shall, if required by the Centre, collect the materials or equipment. In any event, if the materials or equipment are not collected by the Clients 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 Clients.
3. The Clients 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 Clients.
4. Subject to the Centre's accepting the Clients' 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 Clients 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 certification and/or reports in relation thereto.
5. The Centre is irrevocably authorized by the Clients to deliver at its discretion the report or the certificate to any third party when instructed by the Clients 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 Clients 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 Clients 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 Clients, 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 Clients in writing at the time of them submitting the applications. No liabilities whatsoever shall attach to the Centre's act of disclosure.
8. The Clients 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.
9. 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.
10. Any documents containing engagements between the Clients 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.
11. If the Clients 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.
12. 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.
13. 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.
14. Subject to Clauses 12 and 13, 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 Clients.
15. 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 Clients 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.
16. 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..
17. The Clients acknowledge 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.
18. The Clients 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 14.
19. 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.
20. 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.
21. Samples are deposited with and accepted by the Centre on the basis that either they are insured by the Clients or the Clients assume 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.
22. If the requirements of the Clients require the analysis of samples by the Clients' 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 Clients' 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.
23. 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 Clients additional fees to reflect the additional time and costs incurred.
24. 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.
25. The Clients 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.
26. Test results may be transmitted by electronic means at the Clients' 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.
27. If necessary, the Centre may subcontract part of or all tests to competent subcontractors. If no objection is raised at the time of the Clients submitting the application, the Centre shall assume the Clients' approval.
28. 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].
29. For any dispute, controversy or claims arising out or relating to this contract, or the breach, termination or invalidity thereof between the Centre and the Clients, 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.
30. 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.