



## 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;
      - ICS-001, ICS-003, ICS-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 IECCEB 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.
      - For specification with lower limit, compliance is deemed to occur if the measured result is above the limit, even extended downwards by the expanded uncertainty with 95% coverage probability.
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.

## Appendix A / 附件甲

The Hong Kong Certification Centre (HKCC) was established in 1998 as a product certification body in Hong Kong. Through its one-stop product certification service, clients are able to obtain their products recognition one at a time in local and overseas by saving time and cost. HKCC operation system is accredited by China National Accreditation Service for Conformity Assessment (CNAS) and Hong Kong Accreditation Service (HKAS) of product certification service, as well as a Recognized Certification Body (RCB) of the Electrical and Mechanical Services Department (EMSD) in Hong Kong. In 2019, HKCC officially became the only Chinese national certification body in IECEE Hong Kong. Manufacturers can obtain HKCC CB certificate and CB test report which recognized by other CB member bodies. It helps consumers to identify, at a glance, that the product has been certified by HKCC according to relevant local and international standards. To ensure that it represents the best quality mark in the market.

香港認證中心 (HKCC) 於 1998 年成立，為一所獨立的認證機構。透過一站式服務，令客戶能符合成本效益地打入本地及海外市場的產品取得所需認證。本中心已獲中國合格評定國家認可委員會 (CNAS) 及香港認可處 (HKAS) 認可。同時為香港機電工程署 (EMSD) 的認可核證團體 (RCB)。2019 年 HKCC 正式成為 IECEE 香港唯一中國國家認證機構，製造商可以憑 NCB 所頒發的 CB 證書和 CB 測試報告獲得 CB 體系的其他成員國的國家認證。HKCC 推出了各項不同的認證計劃，讓消費者能從眾多產品中，憑標誌區別出已獲得香港認證中心 (HKCC) 嚴格審核的特定產品，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。

## Product Details 產品資料

Company Name:

公司中文名稱:

Agree to Join 現欲申請: /  Interested to Know 想了解:

 Hong Kong Safety Mark 香港安全標誌

 Hong Kong ECO Mark 香港綠色標誌

 Water, Water tap, pipe and its components certification 食水及供水設備認證

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 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](http://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.

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認證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，香港認證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) 需遵守香港認證中心的普通服務條款（可參閱香港認證中心網頁 [www.hk-cc.hk](http://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) 凡因本產品而引起或與之相關的糾紛、爭論或索賠，申請機構須代替香港認證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:

(Test requisition without authorized signature and company chop will not be accepted) (無授權代表人簽名及公司蓋章的申請表將不會受理)

Printed Name

公司授權代表人姓名:

(請以正楷填寫)

Job Title

職位:

Date

日期: