**STC USA LLC**

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| **TOYS and CHILDREN’S PRODUCTS TESTING REQUISITION** BM/888/01 Rev.2 | | | | | | | | | |
| **Applicant**: |  | | | | | |  | **For Office Use** | |
| Address: |  | | | | | |  | Order No.: | |
|  |  | | | | | |  | A/C No.: | |
| Contact Person: |  | | | | | |  | Rec’d on: | |
| Telephone: | Ext: | | | | | |  | Committed: | |
| Fax: | E-mail: | | | | | |  | Reviewed by: | |
|  | | | | | | |  | Date: | |
| **Sample Description**: (BLOCK LETTER PLEASE)  Item Name: | | | | | | | | | |
| Style/Item No.: | |  | | | Ref.No.: |  | | |  |
| Supplier: | |  | | | Buyer: |  | | |  |
| Country of Origin: | |  | | | Country of Destination: |  | | |  |
| Age Grading for Testing: | |  | | | Special Instructions: |  | | |  |
|  | |  | |  | |  | | |  |
| **Test(s) Required**: *Please check with our representative for mandatory requirements applicable to your product and/or country of destination.* | | | | | | | | | |
| **Australia / New Zealand Toys Standards**  AS/NZS 8124.1 Physical and Mechanical Test  AS/NZS 8124.2 Flammability Test  AS/NZS 8124.3 Migration of Toxic Elements Test  AS 62115 Electric Toy Safety\*  **Europe –** **Toy Safety Directive**  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 9 Organic Chemical Compounds  EN71 Part 12 Nitrosamines and Nitrosatables  EN62115 Electric Toy Safety\*  **Additional Requirements for EU**:  Azo-dye Test (*REACH Annex XVII*)  Cadmium Content (*REACH Annex XVII*)  Chromium VI (*REACH Annex XVII*)  Lead Content (*REACH Annex XVII*)  Nonylphenol Ethoxylates (*REACH Annex XVII*)  PAHs(*REACH Annex XVII*)  Phthalates (*REACH Annex XVII*)  Release of Nickel (*REACH Annex XVII*)  RF equipment:EMC\*  RED\*:  27MHz  40 MHz  RoHS 2.0 *(Directive 2011/65/EU)*  Food Contact Articles (*Directive 10/2011/EC*)  Packaging Materials Test (*Directive 2004/12/EC)*  **Others**  Bisphenol-A Formaldehyde  Formamide  Phenol  SVHCs TCEP, TCPP, TDCP  Please specify: | | | | | **U.S.A. – CPSIA for Children’s Products**  Total Lead in Substrate  Lead in Paint or Surface Coating  Phthalates:  3 or  8 *or* *10* *phthalates*  Tracking Label  **U.S.A. - ASTM F963 for Toys**  Physical and Mechanical Test  Flammability Test:  *Solid*  *Fabrics/Doll’s clothing*  Total Lead:  *Coating*  *Substrate*  Soluble Heavy Element Content (*8 Elements*)  Soluble Cadmium  Bacteriological Test ( *USP 61/62*  *USP 51*)  Battery Operated Toy Test\*  Stuffing Cleanliness Test (*Pennsylvania’s Regulation*)  Toxicity Assessment per  TRA  LHAMA  Food Contacting Articles (*FDA*)  **U.S.A. – ASTM F2923 for Children’s Jewelry**  Total Lead  Soluble Heavy Element Content (7 elements)  Total Cadmium  Nickel Test (Metal components)  Liquid Screen Test (Liquid filled jewelry only)  Mechanical Tests  **U.S.A. - California Proposition 65**  **U.S.A. - Toxics in Packaging Clearing House (TPCH)**  **Canada**  Canada Toys Regulations – Physical Tests(SOR/2011-17)  Textiles Flammability Regulations (SOR/2011-22)  Consumer Products Containing Lead (Contact with Mouth) Regulations (SOR/2010-273)  Surface Coating Materials Regulations (SOR/205-109)  Phthalates Regulations (SOR/2010-298)  Children’s Jewellery Regulations (SOR/2011-19)  \**Please provide circuit diagram*. | | | | |
| **Service Required**: | | | Regular  Priority (40% surcharge)  Immediate (100% surcharge) | | | | | | |
| **Return Sample**: | | | Not Return  Return all | | | | | | |
| **Hard-copy Report**: | | | Needed (+$25.60) Report collect by  Mail  Courier  in person | | | | | | |
| **Applicant requests the above tests and declares that all information provided is true and correct. Applicant agrees that all testing will be carried out subject to** the General Conditions of Testing attached hereto. Applicant must execute this Toy Testing Requisition and return it to STC USA LLC (“STC USA”). No other form of acceptance is binding on STC USA. STC USA expressly limits acceptance to the General Conditions of Testing attached hereto, and any additional or different terms proposed by Applicant shall be null and void, rejected, and not binding on STC USA, whether or not they would materially alter this Toy Testing Requisition.   |  |  | | --- | --- | |  |  | | Applicant Legal Entity Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ | | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | | Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | | | | | | | | | | |

GENERAL CONDITIONS OF TESTING

STC USA LLC ("**STC USA**"), 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 person, firm or company originating the instructions (“**Client**”) for the requested test or investigation subject always to the following terms and conditions: -

1. STC USA only acts for Client. No other party is entitled to give instructions, particularly on the scope of testing or delivery of report or certificate, unless authorized by Client.
2. All materials, equipment and other property to be tested or investigated shall be delivered at Client’s cost and expense and in accordance with the requirements of STC USA. At the conclusion of the test or investigation, Client shall, if required by STC USA, collect the materials or equipment. In any event, if the materials or equipment are not collected by Client 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), STC USA may at its discretion dispose of the same without any compensation to Client.
3. Client shall always comply with the following before and during STC USA providing its services:-
4. give timely instructions and adequate information to enable STC USA to perform the services effectively;
5. supply, when requested by STC USA, any equipment and personnel for the performance of the services;
6. take all necessary steps to eliminate or remedy any obstruction in the performance of the services;
7. inform STC USA in advance of any hazards or dangers, actual or potential, associated with any order of samples or testing;
8. provide all necessary access for STC USA's staff and/or representative(s) to enable the required services to be performed effectively;
9. ensure all essential steps are taken for safety of working conditions, sites and installations during the performance of services;
10. fully discharge all its liabilities under any contract (including, without limitation, a sales contract) with a third party, whether or not a report or certificate has been issued by STC USA, failing which STC USA shall be under no obligation to Client.
11. Subject to STC USA's accepting Client’s instructions, STC USA will issue reports and certificates which reflect statements of opinion made with due care within the scope of instructions, but STC USA is not obliged to report upon any facts outside the instructions. Client shall always render adequate and accurate information and particulars of the test sample to STC USA, failing which STC USA shall not be responsible for any errors or omissions on the certification and/or reports in relation thereto.
12. STC USA is irrevocably authorized by Client to deliver at its discretion the report or the certificate to any third party when instructed by Client or where it implicitly follows from circumstances, trade custom, usage or practice as determined by STC USA.
13. A test report (“**Report**”) will be issued in confidence to Client and it will be treated as strictly confidential by STC USA and Client. It may not be reproduced in whole or in part, and it may not be used for advertising or any other purpose whatsoever without the written consent of STC USA. Client may, however, show or send it, or a certified copy thereof prepared by STC USA, to Client’s customer, supplier or other persons directly concerned. Subject to Clause 7, STC USA will not, without the consent of Client, enter into any discussion or correspondence with, nor disclose to any third party, the contents of the Report unless required by relevant governmental authorities, laws or court orders, etc..
14. STC USA 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. No liabilities whatsoever shall attach to STC USA's act of disclosure.
15. Notwithstanding anything contained herein to the contrary, but subject to Clause 7, it is agreed that STC USA will be responsible for the management of all confidential information of Client obtained or created during the performance of laboratory activities:
16. STC USA will inform Client in advance, of the information it intends to place in the public domain. Except for information that Client makes publicly available, or when agreed between STC USA and Client (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.
17. When STC USA is required by law or authorized by contractual arrangements to release confidential information, unless prohibited by law, Client will be notified of the information provided.
18. Information about Client obtained from sources other than Client (e.g. complainant, regulators) shall be confidential between Client and STC USA. The provider (source) of this information will be treated as confidential by STC USA and will not be shared with Client, unless agreed by the source.
19. Personnel, including any committee members, contractors, personnel of external bodies, or individuals acting on STC USA's behalf, will keep confidential all information obtained or created during the performance of laboratory activities, except as required by law.
20. If Client intends to use the Report in court proceedings or arbitration it must so inform STC USA prior to submitting the sample for testing.
21. The Report will refer only to the sample tested and will not apply to the bulk, unless the sampling has been carried out by STC USA and is stated as such in the Report.
22. When Client 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 Client, STC USA will adopt the ILAC-G8 Guidance document as the decision rule. Further information regarding the Guidance document can be obtained by direct contact with STC USA.
23. Any documents containing engagements between Client and third parties like contracts of sale, letters of credit, bills of lading, etc. are regarded as information for STC USA only and do not affect the scope of the services or the obligations accepted by STC USA.
24. If Client does not specify the methods/standards to be applied, STC USA will choose the appropriate ones and further information regarding the methods can be obtained by direct contact with STC USA.
25. STC USA will not be liable or accept responsibility for (i) any loss or damage to any materials, equipment and/or property occurring while in STC USA’s possession, custody or control, or any work places where testing is carried out, or in the course of transit to or from STC USA or the said work places, whether or not resulting from any acts, neglect or default on the part of STC USA; or (ii) any loss or damage howsoever arising from the use of information contained in any of its Reports or in any communication whatsoever about its tests or investigations.
26. STC USA’S SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE”. TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, AND EXCEPT AS EXPRESSLY SET FORTH HEREIN, STC USA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ANY OTHER MATTER. IN NO EVENT SHALL STC USA HAVE ANY LIABILITY (I) FOR ANY UNAUTHORIZED MODIFICATION OF OR MISUSE OF ANY PORTION OF THE TEST RESULTS, (II) FOR ANY LIABILITY RESULTING FROM USE OF THE TEST RESULTS IN A MANNER NOT INTENDED UNDER THESE GENERAL CONDITIONS, OR (III) FOR ANY ERRORS OR OMISSIONS IN THE TEST RESULTS.
27. STC USA SHALL NOT BE LIABLE FOR (I) ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR LOST PROFITS OR COST OF PROCUREMENT OF SUBSTITUTE SERVICES, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (II) ANY DELAY BY REASON OF CIRCUMSTANCES BEYOND ITS CONTROL, INCLUDING ACTS OF CIVIL OR MILITARY AUTHORITY, NATIONAL EMERGENCIES, LABOR DIFFICULTIES, FIRE, MECHANICAL BREAKDOWN, FLOOD OR CATASTROPHE, ACTS OF GOD, INSURRECTION, WAR, RIOTS, OR FAILURE BEYOND ITS CONTROL OF TRANSPORTATION OR POWER SUPPLY, OR (III) ANY CLAIM THAT AROSE MORE THAN SIX MONTHS PRIOR TO THE DATE OF THE PERFORMANCE BY STC USA OF THE SERVICE RELATING TO THE CLAIM OR, IN THE EVENT OF ANY ALLEGED NON-PERFORMANCE, SIX MONTHS PRIOR TO THE DATE WHEN SUCH SERVICE SHOULD HAVE BEEN COMPLETED.
28. Subject to Clauses 14 through 16, the total liability of STC USA in respect of any claim of loss, damage or expense of whatsoever nature shall not exceed a total sum equal to the amount of the service fee payable in respect of the services directly related to such claim.
29. In the event STC USA is prevented by any cause outside STC USA's control from performing any service for which an order has been given or an agreement made, Client shall pay to STC USA: (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 STC USA, and STC USA shall be relieved of all responsibility whatsoever for the partial or total non-performance of the required service.
30. Client agrees to defend, hold harmless and indemnify STC USA and its officers, employees, agents and independent contractors against all claims made by any third party for loss, damage or expense of whatsoever nature (including legal expenses) relating to the performance or non-performance of any services.
31. In the event of improper use of the report, STC USA reserves the right to withdraw it, and to adopt any other measures which it may deem appropriate.
32. Samples are deposited with and accepted by STC USA on the basis that either they are insured by Client or Client assumes the entire responsibility for loss for any reason including, without limitation, through fire, theft, burglary or for damages arising in the course of analysis or handling, without recourse whatsoever to STC USA or its agents, employees or independent contractors.
33. If Client requires the analysis of samples by Client’s or any third party's laboratory, STC USA will only convey the result of the analysis without responsibility for its accuracy. If STC USA is only able to witness an analysis by Client’s or any third party's laboratory, STC USA will only confirm that the correct sample has been analyzed without responsibility for the accuracy of any analysis or results.
34. In the event of any unforeseen additional time or costs being incurred in the course of carrying out any of its services, STC USA shall be entitled to charge Client additional fees to reflect the additional time and costs incurred.
35. All rights (including but not limited to copyright) in any reports, certificates or other materials produced by STC USA in the course of providing its services shall remain vested solely in STC USA.
36. Client shall punctually pay on the date of invoice, or within such other period agreed in writing by STC USA, all charges rendered by STC USA or interest will become due at the lesser of (i) 1.5% per month or (ii) the maximum rate allowable by law, from the date of invoice until actual payment in full. Client is also responsible for all costs and expenses incurred by STC USA (including, without limitation, all collection fees, attorney’s fees and court costs) in collecting any past due amount from Client.
37. If necessary, STC USA may subcontract part of or all tests to competent subcontractors. If no objection is raised at the time of Client submitting the application, Client shall be deemed to approve of such subcontracting.
38. All matters (in contract, tort or otherwise) arising out of, in connection with, or relating to these General Conditions including, without limitation, the validity, interpretation, construction, performance, and enforcement of these General Conditions, shall be governed, construed, and interpreted exclusively in accordance with the laws of the State of New Jersey without giving effect to its conflicts or choice-of-law principles. Client hereby irrevocably consents to the exclusive personal and subject matter jurisdiction and venue of the federal and state courts located in the State of New Jersey for any legal action relating to these General Conditions. Client hereby irrevocably waives any and all rights to trial by jury in any legal proceeding arising out of or relating to these General Conditions.
39. These General Conditions cannot be changed or terminated orally, and none of the terms hereof shall be deemed to be waived or modified except by an express agreement in writing signed by the party against whom such waiver or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party, whether express or implied, will constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party. These General Conditions constitute the entire agreement between the parties relating to the subject matter contained herein and terminate and supersede all prior or contemporaneous representations, promises, warranties, covenants, undertakings, discussions, negotiations, and agreements, whether written or oral, other than those expressly contained in these General Conditions. The provisions of these General Conditions are severable, and if any clause or provision shall be held invalid or unenforceable, in whole or in part, the remaining terms and provisions shall be unimpaired and the unenforceable term or provision shall be replaced by such enforceable term or provision as comes closest to the intention underlying the unenforceable term or provision.